Municipal Water District of Orange County

REQUEST FOR PROPOSALS

for Professional Services

for

Production Meter Volumetric Accuracy Testing,

Production Meter Calibration, & Pump Efficiency Testing Services

RFP WLC 2026-001

May 1, 2026

Questions for clarification are due by 5:00 P.M. (PST) May 15, 2026

Proposals are due by 5:00 P.M. (PST) June 5, 2026

Electronic submittals only and must be less than 20 Megabytes (MB)

Professional Services for Production Meter Volumetric Accuracy Testing, Production Meter Calibration, and Pump Efficiency Testing Services

REQUEST FOR PROPOSALS (RFP)

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Request for Proposals Information

The Municipal Water District of Orange County (MWDOC), on behalf of itself and participating Orange County retail water agencies (Participating Agency or Agencies), invites your firm to submit a proposal to provide professional services in the form of volumetric production meter accuracy testing services to the individual Participating Agencies. Production meter test results will inform the assessment of water-supplied master meter error adjustments within the American Water Works Association (AWWA) Water Audit (M36) and the design of the production meter maintenance program. The following sections of this Request for Proposals (RFP) provide guidance on proposal preparation and important dates and deadlines.

Interested firms may submit questions in writing. All questions will be documented, and answers/clarifications will be provided in an Addendum to the RFP. **Receipt of all addenda must be acknowledged by statement in the submitted cover letter.**

Questions will be accepted until **5:00 P.M. (PST) on May 15, 2026** and should be submitted to Angela Crespi, Board Secretary, at acrespi@mwdoc.com with the subject line: ***Questions for MWDOC RFP WLC 2026-001***.

1. About MWDOC

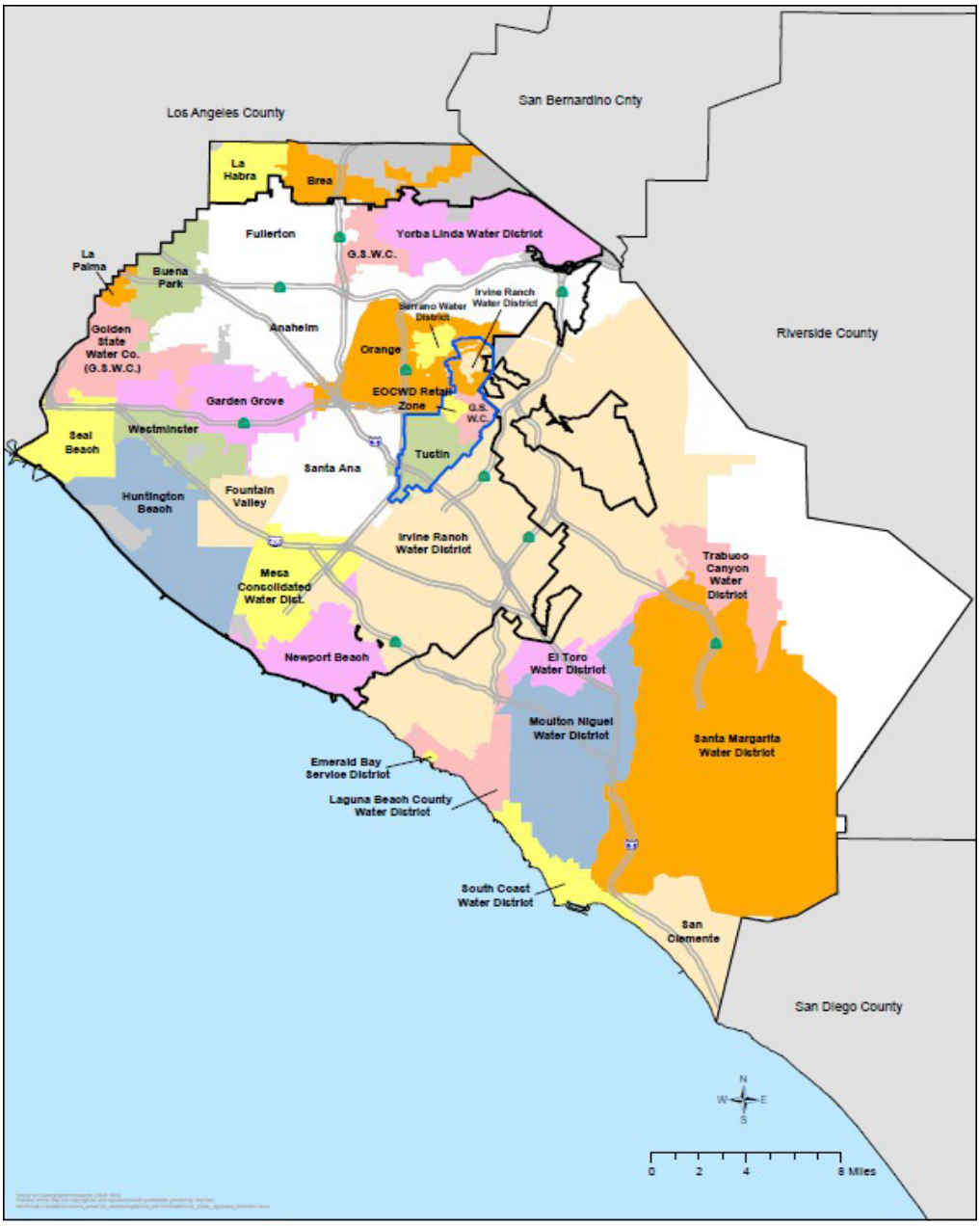
The Municipal Water District of Orange County (MWDOC) is a public agency formed by Orange County voters in 1951 under the Municipal Water District Act of 1911 to provide imported water to Orange County.

Today, MWDOC is the third largest member agency of The Metropolitan Water District of Southern California (Metropolitan), based on assessed property valuation. MWDOC is a regional water wholesaler and resource planning agency, supplying imported water supply to all of Orange County except the cities of Anaheim, Fullerton, and Santa Ana, which are also Metropolitan member agencies. MWDOC'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*. MWDOC's efforts are focused on sound planning and appropriate investment in water supply reliability, regional delivery infrastructure, water use efficiency programs, and emergency preparedness. Headquartered in Fountain Valley, MWDOC is governed by a seven-member elected Board of Directors, with each Board member representing a specific MWDOC division in the County.

Local water supplies, predominantly groundwater from the Orange County Groundwater Basin managed by Orange County Water District (OCWD) and local recycled water, meet nearly two-thirds of Orange County's total water demand. To meet the remaining demand, MWDOC purchases imported water – from Northern California and the Colorado River – through Metropolitan. MWDOC delivers this water to 27 member agencies (local water agencies and city water departments), which provide retail water services to the public. MWDOC also delivers untreated imported water to OCWD for groundwater replenishment. MWDOC, together with the cities of Anaheim, Fullerton, and Santa Ana, serves a

population of approximately 3.1 million consumers in a 600 square mile area of Orange County.

Figure 1 shows a map of MWDOC's service area, its member agencies, and the cities of Anaheim, Fullerton, and Santa Ana. **Attachment A** lists these water agencies. A subset of these agencies, together with MWDOC's representatives, will form a selection panel to participate in the proposal review and Contractor selection process.



*Bolded black boundary represents Orange County Water District's groundwater service area.
**Blue boundary represents East Orange County Water District's wholesale zone.

Figure 1: MWDOC Service Area Map

2. Background, Project Goals, and Objectives

MWDOC is conducting this RFP process as a service to, and on behalf of, the Participating Agencies. The production meter testing effort will be a component of a broader regional water loss control program sponsored by MWDOC. During the spring of 2016, Participating member retail agencies completed validated AWWA-methodology water audits to assess distribution system losses and fulfill auditing requirements stipulated by Senate Bill 1420 (SB 1420) and Senate Bill 555 (SB 555). A critical component of the water audit is adjusting supply volumes based on meter accuracy tests. An understanding of the accuracy of the production meters informing the water audit is essential for accurate water auditing and effective water loss control program design.

The water auditing and water loss control program is, in part, guided by E Source Companies, LLC (E Source), the firm contracted to provide assistance with water audits, component analysis of real and apparent losses, billing data chain assessments, and other technical assistance services. E Source and Participating Agencies are collaborating to accurately compile water audits annually to comply with SB 555 and demonstrate compliance with the real loss performance standard. A production meter testing Contractor(s) will be hired to test the meters selected by Participating Agencies using the production meter test methods outlined in AWWA Manual M33: *Flowmeters in Water Supply* and AWWA Manual M36: *Water Audits and Loss Control Programs* (also referred to as "Service" or "Services"). Test results must be reported in the standardized format prescribed by MWDOC, which is outlined in the Scope of Work attached as **Attachment B** to this Request for Proposals.

MWDOC will administer this effort under its Shared Services Program (also known as the Choice Program), where MWDOC assists its Member Agencies in procuring and managing Contractors to carry out projects. MWDOC's Shared Service Programs are offered to all MWDOC Member Agencies, as well as Anaheim, Fullerton, and Santa Ana. **While the Contractor Agreement(s) will be individual contracts with MWDOC only, the Contractor will provide services to each Participating Agency and will be required to track project costs by individual Participating Agency activities.** Also, while MWDOC will be providing much of the data and coordination needed for this project, Participating Agencies will be heavily involved throughout the project in providing data, reviewing deliverables, and coordinating dates. The Shared Services Program model provides collaboration, consistency, and efficiency through economies of scale for all parties involved.

Up to 30 retail agencies may participate with the Contractor(s) selected for production meter accuracy testing, calibration, and/or pump efficiency testing services; however, it is expected that 10 to 25 retail agencies will participate in this program per year. Contracts resulting from this RFP would be for a five-year term.

3. Required Proposal Content

The Contractor proposal shall include the sections and information as described below. **It shall be limited to 12 pages** (not including front and back covers, table of contents, or attachments) and must demonstrate the qualifications and experience of the Contractor in conducting water meter testing, calibration, and/or pump efficiency testing. Bidders may bid on meter accuracy testing ONLY, meter calibration ONLY, pump efficiency testing ONLY, or on any combination of services. The proposal must contain the following information at a minimum:

A. Cover Letter

a. Acknowledge review of MWDOC's Professional Services Agreement (**Attachment C**) 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 contractors, MWDOC will consider your proposed modifications during the contractor selection process and retains the right to reject any portion of your proposed modifications.

b. Acknowledge receipt of all addenda

c. Acknowledge that NO personal or organizational conflicts of interest prohibited by law exist. Note conflicts as they may relate to both MWDOC and any potential Participating Agency.

d. Include a signature of the Contractor's authorized representative

B. Experience, Qualifications, and Record of Performance

a. Describe the past record of work as it relates to the Tasks being bid on, including performance on similar projects for which the Contractor has provided service. Include a concise summary of such factors as control of costs, quality and extent of work, coordination with multiple agencies simultaneously, and fidelity to deadlines. Include three client references that MWDOC may contact, including name, title/role, phone number, and email, preferably from Southern California, for similar work conducted by the testing service.

b. List and describe the technologies and facilities relevant to this work that the contractor owns and operates. Include an explanation of the capacity for the number and type of meter tests, calibrations, and/or pump efficiency tests, as well as the primary employee in charge of maintaining and/or operating each technology or facility. Also include an explanation of the quality control measures in place to ensure accurate and consistent test or calibration results

c. Describe the Contractor's capacity to test and/or calibrate production meters and pumps. It is possible, though unlikely, that as many as **200** production meters and/or pumps may be identified for testing and calibration

annually. Outline the Contractor's capacity to address the extent and timeline of this meter testing effort, including the uncertainty inherent in initial planning and scoping.

C. Project Approach and Scope of Work

a. MWDOC proposes to hire a Contractor (there may be more than one – the term "Contractor" used in this request for proposals should be interpreted to be both singular and plural) that may provide up to three different services to Participating Agencies: I) volumetric production meter accuracy testing services concordant with AWWA best-practice methodology; II) Electronic calibration of the 4-20mA signal of production meter instrumentation; and/or III) Pump efficiency testing of selected pumps associated with water production and delivery for up to 30 retail agencies in Orange County, California. **A Contractor may provide some or all of the services.** Some retail agencies are well-versed in production meter testing, calibration, and pump efficiency programs, as they have engaged in these programs in the past. Others are less familiar with production meter testing and calibration, and do not possess meter testing equipment.

b. Describe your project management approach, i.e., how your firm will manage many Participating Agencies under one project with a strict timeline, or how your firm will execute the project to maximize efficiencies, etc.

c. Describe your technical approach.

d. Propose a Scope of Work consistent with the Scope of Work provided in **Attachment B**. Your proposal must, at a minimum, meet the Scope of Work, which is the general extent of the services needed by MWDOC and Participating Agencies. If you feel additional services may provide value, please add them separately as optional tasks and clearly identify them as optional in your cost estimate. Please note that the Scope of Work provided will become part of the Professional Services Agreement and must sufficiently describe the work to be carried out by the Contractor.

e. The anticipated project schedule is set forth below. Each Contractor who applies must provide their anticipated schedule if it deviates from what is specified below.

Project Schedule

Descriptions	Anticipated Dates
1. Issue RFP	May 1, 2026
2. Questions on RFP Due	May 15, 2026
3. Proposals Due	June 5, 2026
4. Contractor Interviews (if necessary)	June 15 - 16, 2026
5. Contractor Selection	June 22, 2026
6. Recommendation to MWDOC's P&O Committee	July 6, 2026
7. MWDOC Board Consideration of Authorization	July 15, 2026
8. Agreement between MWDOC and Contractor	September 1, 2026
9. Agreements between MWDOC and Participating Agencies	Ongoing

D. Fee Schedule

a. Provide a detailed breakdown of the costs of meter testing, including but not limited to the cost of each meter test by test type (if necessary), any discounts related to the number of meter tests purchased, and additional staff, administrative, or overhead costs.

b. Identify costs of all subcontractors and other direct reimbursable costs to the project, such as mileage, etc. The submitted costs should reflect the economies of scale of a single agreement to provide assistance to multiple agencies simultaneously, while working with a single point of contact at MWDOC.

E. Attachments

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

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

4. Proposal Evaluation Criteria

A selection panel ("Selection Panel") comprising MWDOC and Participating Agency staff will review the proposals and select a preferred Contractor or Contractors based on the established review criteria. The Agreement will be between MWDOC and the Contractor and will be administered by MWDOC. The Contractor's invoices will be sent to MWDOC for processing and payment.

Criteria for evaluation of proposals and selection of the most qualified contractor shall be based on the following considerations:

- Completeness and professionalism of proposal
- Understanding of and approach to the proposed work
- Contractor and staff experience in similar projects
- Professional qualifications
- Contractor resources, technologies, facilities, capacity, and capabilities
- Quality of previous work, as indicated by references
- Demonstrated ability to manage and conduct work, given the timeline and initial uncertainty
- Cost of services: proposals will be evaluated based on the cost structure applicable to the services proposed by each Contractor.

Table 1: Proposal Evaluation and Scoring Criteria

Proposal Component	Percentage of Total Score
Cover Letter / Executive Summary	5
Experience, Qualifications, and Record of Performance	35
Project Approach and Scope of Work	40
Project Fee	15
Willingness to Accept Standard Agreement Terms	5
Total	**100**

The Selection Panel will review all written proposals, considering the above factors, and may hold interviews with selected Contractors. During the Contractor selection process, the Selection Panel may contact either the recommended Contractor or a short list of Contractors to obtain additional information, and may contact recent clients.

Based upon this process, the Selection Panel will recommend a Contractor or Contractors to MWDOC's Board of Directors for the award of this work. The selected Contractor(s) must be able to begin work immediately upon award and maintain the required level of effort to perform the work on schedule.

This Request for Proposals does not commit MWDOC to retain any service providers, 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, either separately or as a whole, and to accept any proposal or portion of any proposal presented that it deems best suited to the

interests of MWDOC and its member retail agencies and is not bound to accept the lowest price.

MWDOC and Participating Agencies may make such investigations as they deem necessary to determine the ability of the Contractor to provide the goods and/or services as specified, and the Contractor shall furnish MWDOC, upon request, all such information and data for this purpose. MWDOC may discuss or negotiate with one or more Contractors prior to award to enable a recommendation to be made to MWDOC's Committee and Board.

The cost for developing the proposal is the sole responsibility of the Contractor. All proposals submitted become the property of MWDOC.

At the time of the opening of proposals, each Contractor shall be presumed to have read and be thoroughly familiar with the specifications and contract documents (including all Attachments). **Contractors must be capable of complying with all insurance requirements and Conflict of Interest Statements as stated in MWDOC's Professional Services Agreement** (**Attachment C).** In the Cover Letter, please acknowledge review of MWDOC's Professional Services Agreement 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 as a redlined document in your proposal. However, MWDOC reserves its rights to deny any proposed modifications to MWDOC's Professional Services Agreement**.**

5. 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 contractors 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 will be provided in an addendum to the RFP. Questions will be accepted until **5:00 P.M. (PST) on May 15, 2026** and should be submitted to Angela Crespi, Board Secretary, at acrespi@mwdoc.com with the subject line: ***Questions for MWDOC RFP WLC 2026-001***.

Proposals will be accepted by email only. The electronic copy should be submitted to Angela Crespi, Board Secretary, at acrespi@mwdoc.com with the subject line: ***Proposal for MWDOC RFP WLC 2026-001*** **by 5:00 P.M. (PST) June 5, 2026.** No printed proposals will be accepted. It is the proposers responsibility to ensure that the proposal is received.

PLEASE NOTE: ALL SUBMITTALS SHALL BE **LESS THAN 20 MEGABYTES** TO ALLOW EMAILING. FAILURE TO MEET THIS REQUIREMENT WILL BE GROUNDS FOR REJECTION OF YOUR PROPOSAL.

Attachment A – List of Orange County Water Agencies

Wholesaler	
1	MWDOC
Groundwater Agencies	
2	City of Buena Park
3	City of Fullerton (direct Metropolitan member agency, not part of MWDOC)
4	City of Garden Grove
5	City of Huntington Beach
6	City of La Palma
7	City of Orange
8	City of Seal Beach
9	City of Tustin
10	City of Westminster
11	Yorba Linda Water District
12	East Orange County Water District
13	Serrano Water District
14	City of Anaheim (direct Metropolitan member agency, not part of MWDOC)
15	City of Fountain Valley
16	City of Newport Beach
17	City of Santa Ana (not part of MWDOC)
18	Golden State Water Company
19	Irvine Ranch Water District
20	Mesa Water District
Non-Groundwater Agencies	
21	City of Brea
22	El Toro Water District
23	Laguna Beach County Water District
24	City of La Habra
25	Moulton Niguel Water District
26	Santa Margarita Water District
27	South Coast Water District
28	Trabuco Canyon Water District

Attachment B – Scope of Work

Scope of Services

MWDOC proposes to hire a Contractor that may provide up to three different services to Participating Agencies: I) volumetric production meter accuracy testing services concordant with AWWA best-practice methodology; II) Electronic calibration of the 4-20mA signal of production meter instrumentation; and/or III) Pump efficiency testing of selected pumps associated with water production and delivery for up to 30 member retail agencies in Orange County, California. **A Contractor may provide some or all of the services.**

1. Production Meter Accuracy Testing

Production meters will be tested in-situ. Flow rates will be selected based on each meter's flow history and flow distribution profile. Production meter tests must also be conducted for a duration sufficient to ensure a throughput quantity that minimizes test uncertainty.

Test results must be reported to each Participating Agency and to MWDOC. Test results will be documented in Excel spreadsheets and capture the following information at a minimum for each meter tested, though additional reporting requirements may be established:

- Date of test
- Name of Staff member conducting test
- Meter serial number
- Meter location (e.g. address)
- Meter size
- Meter manufacturer
- Meter model
- Pipe Internal Diameter (*if reference meter used)*
- Pipe Material (*if reference meter used)*
- Tested meter upstream and downstream straight length
- Notes on Tested meter installation conditions
- Reference meter upstream and downstream straight length (*if reference meter used)*
- Notes on Tested meter location/placement (*if reference meter used)*
- For each flow rate tested:
    - Flow rate
    - Test start time
    - Test end time

- Tested meter register/totalizer start value
- Tested meter register/totalizer stop value
- Reference meter register/totalizer start value (*if reference meter used*)
- Reference meter register/totalizer stop value (*if reference meter used*)
- Volume of throughput (*if no reference meter used*)
- Tested meter accuracy
- Reference meter accuracy or throughput adjustment (if applicable)

- Miscellaneous notes

Test results must be recorded to as many significant figures as are available on the given test instrumentation.

2. Production Meter Electronic Calibration

Production meters and associated instrumentation will be calibrated in-situ. Nominal input inverter working controller (iwc), actual input (iwc), nominal output in milliamps (mA), actual output (mA), and found error in percent of span shall all be reported as found when the test begins and then as left after calibration has been completed.

Calibration results must be reported to each Participating Agency and to MWDOC. Test results will be documented in Excel spreadsheets and capture the following information at a minimum for each meter tested, though additional reporting requirements may be established:

- Date of calibration
- Calibration start time
- Calibration end time
- Name of Staff member conducting test
- Meter serial number
- Meter location (e.g. address)
- Meter size
- Meter manufacturer
- Meter model
- Input calibrator serial number
- Input module serial number
- Output calibrator serial number
- Output module serial number
- Nominal output (mA) as found

- Actual input (iwc) as found
- Nominal output (mA) as found
- Actual output (mA) as found
- Found error (% of span)
- Nominal output (mA) as left
- Actual input (iwc) as left
- Nominal output (mA) as left
- Actual output (mA) as left
- Error as left (% of span)
- Miscellaneous notes

Calibration results must be recorded to as many significant figures as are available, on the given test instrumentation.

3. Pump Efficiency Testing

Pumps will be tested in-situ. Each test will comprise a minimum of three different efficiency tests at different discharge rates, all performed in close succession, measuring the same test points.

Test results must be reported to each Participating Agency and to MWDOC. Test results will be documented in Excel spreadsheets and capture the following information at a minimum for each pump tested, though additional reporting requirements may be established:

- Date of test
- Test start time
- Test end time
- Name of Staff member conducting test
- Pump location (e.g. address)
- Pump serial number/ID
- Pump Type (Vertical, submersible, etc.)
- Pump Make
- Pump Size
- Number of Stages
- Rated Head
- Rated Capacity

- Rated Speed
- Associated meter serial number
- Motor horsepower
- Motor make
- Motor size
- Motor Serial Number
- Test results at the following test points for each of the three tests:
    - Discharge pressure (PSI)
    - Static water level (feet)
    - Drawdown (feet)
    - Discharge head (feet)
    - Pumping water level (feet)
    - Total head (feet)
    - Capacity (GPM)
    - Customer meter (GPM)
    - Flow deviation (%)
    - Flow source for calculations
    - GPM per foot drawdown
    - Acre feet pumped in 24 hours
    - kW input to motor
    - HP input to motor
    - Motor load (%)
    - Pump speed (RPM)
- kWH per acre-foot
- Overall plant efficiency (%)
- Unloaded volts
- Loaded volts
- Loaded amps

The test report shall also include a statement on the pump's overall efficiency and results plotted on a pump efficiency chart.

Task 1: Meet with Participating Agencies to Discuss and Agree on Testing Program, including Meter Shop Contacts, Timeline, Test Procedure, and Results Reporting

Contractor will meet in-person or virtually with each Participating Agency to confirm the alignment of test/calibration protocols with desired M33 and M36 Manual best-practice methodology. The testing program's main contact team, timeline, exact procedure, results reporting template, and workflow will be agreed upon.

Deliverables for Task 1

- Meeting attendance
- Verbal agreement about test/calibration program structure and procedures
- Documents enumerating the test/calibration procedures

Task 2: Connect with Participating Agencies to Coordinate Testing/Calibration Schedule and Logistics

Contractor will connect with relevant staff at each Participating Agency that contracts for meter testing services to establish a working relationship and schedule meter tests. Each Participating Agency will furnish a list of meters to be tested that includes meter/pump sizes, types, and locations. Contractor must coordinate the testing/calibration effort with each Participating Agency to comply with safety and notification standards, permit the Participating Agency to maintain standard operations, and to meet testing/calibration program deadlines agreed upon in Task 1.

Deliverables for Task 2

- Written schedule of testing/calibration on an as-needed basis

Task 3: Perform Volumetric Accuracy Testing of Production Meter, Electronic Calibration, and/or Pump Efficiency Testing

Contractor will perform volumetric accuracy testing of production meter, electronic calibration, and/or pump efficiency testing as follows:

- Meter test results as described in this RFP
- Meter calibration results as described in this RFP
- Pump efficiency test results as described in this RFP

Test results must be documented and capture all requested information. Upon completion, test results should be delivered via email to the relevant Participating Agency and MWDOC.

Deliverables for Task 3

- Spreadsheets that record test results as specified by MWDOC, delivered to MWDOC and the Participating Agency by email.
- Brief summaries of difficulties or unexpected situations encountered during the course of testing, delivered to MWDOC and the Participating Agency.

Attachment C – Standard MWDOC Professional Services Agreement

STANDARD AGREEMENT FOR CONSULTANT SERVICES

This agreement for professional services ("AGREEMENT") is made and entered into on _____ ("Effective Date"), by and between MUNICIPAL WATER DISTRICT OF ORANGE COUNTY ("DISTRICT") and, _____ ("CONSULTANT"). Herein, DISTRICT and CONSULTANT may be referred to collectively as "PARTIES" and individually as "PARTY". The PARTIES agree as follows:

I. SCOPE OF SERVICES AND TERM

A. **Consulting Work**

DISTRICT hereby contracts with CONSULTANT to provide professional services as more specifically set forth in Exhibit "B" attached hereto and incorporated herein ("SERVICES"). CONSULTANT acknowledges that the SERVICES are being offered in coordination with and for the benefit of the "PARTICIPATING AGENCIES", as more specifically set forth in Exhibit "C". Tasks other than those specifically described therein shall not be performed without prior written approval of DISTRICT's General Manager.

CONSULTANT shall perform all SERVICES under this AGREEMENT in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONSULTANT represents and maintains that it is skilled in the professional disciplines necessary to perform the SERVICES.

B. **Independent Contractor**

CONSULTANT is retained as an independent contractor for the sole purpose of rendering professional and/or special SERVICES pursuant to this AGREEMENT and is not an agent or employee of DISTRICT. 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 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 required to carry out the SERVICES. 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.

CONSULTANT represents and warrants that in the process of hiring its employees for 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. CONSULTANT acknowledges and will abide by the District's "Ethics Policy" set forth at sections 7100-7111 of the Administrative Code, attached hereto as Exhibit "A" and incorporated herein by reference.

C. **Changes in Scope of Work**

If DISTRICT requires changes in the tasks or scope of work shown in Exhibit "B" 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 both 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.

D. **Term**

This AGREEMENT shall commence upon the Effective Date and shall extend thereafter for the period specified in Exhibit "B" or until terminated as provided herein. CONSULTANT shall complete the SERVICES within the term of this AGREEMENT, and shall meet any other established schedules and deadlines.

II. BUDGET, FEES, COSTS, BILLING, PAYMENT AND RECORDS

E. **Budgeted Amount for Services**

CONSULTANT is expected to complete all SERVICES within the budgeted amount set forth in Exhibit "B" (“Budgeted Amount”). 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.

F. **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.

G. **Billing and Payment**

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

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

H. 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.

I. 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. Additionally, a courtesy copy shall be sent by email to the email addressed provided below. Any changes related to the notice information below shall be given within five (5) working days.

Notices shall be made as follows:

Municipal Water District of Orange County	CONSULTING ENTITY NAME
Harvey De La Torre	CONSULTANT
General Manager	TITLE
18700 Ward Street, Unit B	ADDRESS
Fountain Valley, CA 92708	TELEPHONE
HDeLaTorre@mwdoc.com	EMAIL

III. TERMINATION

A. Grounds for Termination

DISTRICT shall have the right to suspend or terminate all or any portion of the SERVICES without cause upon ten (10) business days written notice to CONSULTANT. In the event of a suspension, CONSULTANT shall make a good faith effort to reschedule the SERVICES, however, DISTRICT and CONSULTANT shall agree upon any increased cost arising as a result of such rescheduling. If CONSULTANT is not available to reschedule the SERVICES, then either PARTY may immediately terminate this AGREEMENT. DISTRICT shall have the right to immediately suspend all or any portion of the SERVICES in the event that CONSULTANT is in breach of its obligations hereunder and DISTRICT shall have the right to terminate this AGREEMENT if such breach is not cured, if curable, within ten (10) days of notice thereof. CONSULTANT may not terminate this AGREEMENT except for cause and with at least thirty (30) days' notice and only if such cause is not cured within fifteen (15) days of notice thereof.

B. Effect of Termination

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

C. Additional Services

In the event this AGREEMENT is terminated in whole or in part as provided herein, DISTRICT may procure, upon such terms and in such manner as it may determine appropriate, services similar to

those terminated.

D. Transition of Services Upon Termination or Expiration

Upon expiration or termination of this AGREEMENT, and upon request of DISTRICT, CONSULTANT shall reasonably cooperate with DISTRICT to ensure a prompt and efficient transfer of all DISTRICT data, documents and other materials to DISTRICT or a new services provider, in an industry standard format or formats, and in a manner such as to attempt to minimize the impact of expiration or termination on DISTRICT or DISTRICT's customers. CONSULTANT and DISTRICT shall mutually agree on transition activities requiring completion and a reasonable schedule of completion associated therewith. CONSULTANT shall provide to DISTRICT data and documentation, and other CONSULTANT non-proprietary information reasonably requested by DISTRICT in connection with the transition. CONSULTANT shall provide transition assistance described above, subject to a mutually agreeable schedule, in such a manner as to attempt to reasonably: (a) ensure the uninterrupted performance of the services, (b) with no degradation in quality, and (c) to avoid disruption in the operation. If DISTRICT is the defaulting PARTY or terminates for convenience, DISTRICT agrees to pay CONSULTANT reasonable compensation for additional services performed in connection with such transfer, to the extent not otherwise provided for or contemplated in the AGREEMENT. If DISTRICT is the defaulting PARTY, such compensation shall be payable in advance of work by CONSULTANT. CONSULTANT shall (i) return all documents and other materials received from DISTRICT and all copies (if any) of such documents and tangible materials; and (ii) destroy all other documents or materials in CONSULTANT's possession that contain DISTRICT proprietary or customer data; provided, however, that CONSULTANT may retain copies of information necessary for CONSULTANT's tax, billing or other financial purposes, to be used solely for such purposes.

Under no circumstances, except for any event of default or termination by the DISTRICT or CONSULTANT as contemplated in the AGREEMENT, shall CONSULTANT cease providing SERVICES to DISTRICT under this AGREEMENT until clear and unequivocal arrangements for (i) DISTRICT to assume provision of the SERVICES under this AGREEMENT or (ii) a third party is provided to assume provision of the SERVICES under this AGREEMENT.

IV. INSURANCE REQUIREMENTS

CONSULTANT shall obtain prior to commencing work and maintain in force and effect throughout the term of this AGREEMENT, insurance covering claims for injuries or death to persons or damage to property which may arise from or in connection with the performance and completion of the SERVICES by CONSULTANT, its agents, representatives, employees, or subcontractors, as specified below. In addition, CONSULTANT shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to DISTRICT that the subcontractor has secured insurance required under this section.

CONSULTANT shall obtain coverage at least as broad as provided below; provided however if CONSULTANT maintains broader coverage and/or higher limits than the specified minimums, the DISTRICT shall be entitled to the broader coverage and/or higher limits maintained by the CONSULTANT in excess of the specified minimum limits of insurance:

A. Commercial General Liability (CGL)

CONSULTANT must procure or maintain Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with a limit of at least two million dollars ($2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location

(coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to DISTRICT) or the general aggregate limit shall be twice the required occurrence limit. 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.

B. Automobile Liability

If applicable, CONSULTANT must procure and maintain Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars ($1,000,000) for bodily injury and property damage each accident.

C. Workers' Compensation Insurance

As required by the State of California, CONSULTANT must procure or maintain Workers' Compensation insurance with Statutory Limits and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. CONSULTANT certifies that it 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.

The Workers' Compensation policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against DISTRICT, its Directors, elected officials, officers, employees, authorized volunteers, agents, successors and assigns, which might arise by reason of payment under such policy in connection with work performed under this AGREEMENT by CONSULTANT. This provision applies regardless of whether or not the DISTRICT has received a waiver of subrogation from the insurer.

D. Professional Liability

CONSULTANT must procure or maintain errors and omissions liability insurance coverage appropriate to the CONSULTANT's profession with limits no less than $1,000,000 per occurrence or claim, and $2,000,000 policy aggregate. If Claims-Made policies: (1) the retroactive date must be shown and must be before the date of the contract or the beginning of contract work; (2) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work; and (3) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the CONSULTANT must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

E. Cyber Liability Insurance (Technology Services)

If CONSULTANT SERVICES include technology services, CONSULTANT must procure or maintain Technology Professional Liability Errors and Omissions coverage with limits not less than $2,000,000 per occurrence or claim, and $2,000,000 aggregate or the full per occurrence limits of the policies available, whichever is greater. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONSULTANT or technology vendor in this AGREEMENT and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

F. Builder's Risk (Construction Only)

If the SERVICES are for construction, CONSULTANT must procure or maintain Builders Risk coverage utilizing an "All Risk" (Special Perils) coverage form with limits equal to the completed value of the project and no coinsurance penalty provision.

G. Contractor's Pollution Liability (Construction Only)

If SERVICES are for construction and involve environmental hazards, CONSULTANT must procure or maintain Contractor's Pollution Liability coverage with limits no less than $5,000,000 per occurrence or claim, and $10,000,000 policy aggregate.

H. Endorsements And Other Insurance Requirements

1. Liability Additional Insured Status. Any liability policy must contain, or be endorsed to contain the DISTRICT, its Directors, officers, employees, and authorized volunteers and PARTICIPATING AGENCIES as additional insureds (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts, or equipment furnished in connection with such work or operations.

2. Primary Coverage. For any claims related to this AGREEMENT and SERVICES, the CONSULTANT's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the DISTRICT, its Directors, officers, employees and authorized volunteers. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of DISTRICT (if agreed to in a written contract or agreement) before DISTRICT's own insurance or self-insurance shall be called upon. The umbrella/excess policy shall be provided on a "following form" basis with coverage at least as broad as provided on the underlying policy(ies).

3. Retroactivity. The retroactive date (if any) of each policy is to be no later than the Effective Date of this AGREEMENT. CONSULTANT shall maintain such coverage continuously for a period of at least three years after the completion of the work under this AGREEMENT. CONSULTANT shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this AGREEMENT; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the Effective Date of this AGREEMENT.

4. Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the DISTRICT.

5. Self-Insured Retentions. Self-insured retentions must be declared to and approved by the DISTRICT. The DISTRICT may require the CONSULTANT to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or DISTRICT.

6. Acceptability of Insurers. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or as otherwise approved by DISTRICT.

7. Subcontractors. CONSULTANT shall require and verify that all subcontractors maintain insurance as required herein, including that the DISTRICT, its Directors, officers, employees, and authorized volunteers and PARTICIPATING AGENCIES are endorsed as additional insureds to any liability coverage.

8. 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.

9. The foregoing requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT, and any approval of said insurance by DISTRICT, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the CONSULTANT pursuant to this AGREEMENT, including but not limited to, the provisions concerning indemnification.

10. If at any time during the life of the AGREEMENT, any policy of insurance required under this AGREEMENT does not comply with these specifications or is canceled and not replaced, DISTRICT has the right but not the duty to obtain the insurance it deems necessary and any premium paid by DISTRICT will be promptly reimbursed by CONSULTANT or DISTRICT will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, DISTRICT may cancel this AGREEMENT. DISTRICT may require the CONSULTANT to provide complete copies of all insurance policies in effect for the duration of this AGREEMENT.

V. INDEMNIFICATION

To the fullest extent permitted by law, CONSULTANT shall defend, indemnify, and hold DISTRICT, its Directors, elected officials, officers, employees, authorized volunteers, agents, successors and assigns, and PARTICIPATING AGENCIES, free and harmless from 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 alleged acts, errors or omissions, or willful misconduct of CONSULTANT, its officials, officers, employees, subcontractors, consultants or agents, in connection with the performance of the CONSULTANT's SERVICES or this AGREEMENT, including without limitation the payment of all consequential damages, expert witness fees and attorney's fees and other related costs and expenses. Notwithstanding the foregoing, to the extent CONSULTANT's SERVICES are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the sole negligence, recklessness, or willful misconduct of the CONSULTANT.

To the fullest extent permitted by law, CONSULTANT shall defend, with counsel approved by DISTRICT and at CONSULTANT's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by the above subsection that may be brought or instituted against DISTRICT or its Directors, officials, officers, employees, authorized volunteers and agents. CONSULTANT shall pay and satisfy any judgment, award, or decree that may be rendered against DISTRICT or its Directors, elected officials, officers, employees, authorized volunteers, agents, and successors and assigns as part of any such claim, suit, action or other proceeding. CONSULTANT shall also reimburse DISTRICT for the cost of any settlement paid and all legal expenses and costs by DISTRICT or its Directors, elected officials, officers, employees, authorized volunteers, agents, and successors and assigns as part of any such claim, suit, action, or other proceeding. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by DISTRICT, or its Directors, elected officials, officers, employees, agents, successors and assigns.

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

VI. DISPUTE RESOLUTION

The PARTIES shall meet and confer together in good faith regarding any dispute, controversy or claim

(each, a “Dispute”) arising out of or relating to this AGREEMENT, or any breach or alleged breach hereof, prior to either party declaring a breach of the AGREEMENT. The meet and confer shall occur within ten (10) business days of any Dispute whereby the PARTIES agree to cooperate in good faith to resolve the Dispute, and may use a mutually agreeable third party to resolve such Dispute. In no event shall either party be delayed or impeded from exercising any of its rights at law or equity, including, without limitation, petitioning a court for provisional relief, including injunctive relief, prior to invoking the meet and confer resolution process.

VII. FINANCIAL DISCLOSURE AND CONFLICTS OF INTEREST

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

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, attached hereto as Exhibit “A” and incorporated by reference herein, current at the time of the action is grounds for termination of this AGREEMENT.

VIII. PERMITS, LICENSES, AND SAFETY

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 execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its SERVICES, the CONSULTANT shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the SERVICES are to be performed. Safety precautions, as applicable, shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

IX. LABOR AND MATERIALS

CONSULTANT shall furnish, at its own expense, all labor, materials, equipment, tools, transportation and other items or services necessary for the successful completion of the SERVICES to be performed under this AGREEMENT. CONSULTANT shall give its full attention and supervision to the fulfillment of the provisions of this AGREEMENT by its employees and subcontractors 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. 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”.

A. Labor Certification

If applicable, CONSULTANT will comply with the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects.

To the extent this AGREEMENT is subject to compliance monitoring and enforcement by the Department of Industrial Relations, it shall be CONSULTANT’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against CONSULTANT or any subcontractor that affect CONSULTANT’s performance of services, including any delay, shall be CONSULTANT’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered CONSULTANT caused delay and shall not be compensable by DISTRICT. CONSULTANT shall defend, indemnify, and hold DISTRICT, its officials, officers, employees, and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against CONSULTANT or any subcontractor.

CONSULTANT certifies that it 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 agrees to comply with such provisions before commencing the performance of the Services.

X. CONFIDENTIALITY AND RESTRICTIONS ON DISCLOSURE

The provisions of this Section X (Confidentiality And Restrictions On Disclosure) survive the termination or completion of this AGREEMENT.

A. Confidential Nature of Materials

CONSULTANT understands that all documents, records, reports, data, or other materials (collectively “MATERIALS”) provided by DISTRICT to CONSULTANT pursuant to the AGREEMENT, including but not limited to draft and final MATERIALS 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. CONSULTANT understands the sensitive nature of the above and agrees that neither its officers, partners, employees, agents, or subcontractors will release, disseminate, or otherwise publish said reports or other such data, information, documents, graphic displays, or other MATERIALS except as provided herein or as authorized, in writing, by DISTRICT’s representative. CONSULTANT agrees not to make use of such MATERIALS for any purpose not related to the performance of the SERVICES under the AGREEMENT. CONSULTANT shall not make written or oral disclosures thereof, other than as necessary for its performance of the SERVICES hereunder, without the prior written approval of DISTRICT. Disclosure of confidential MATERIALS shall not be made to any individual, agency, or organization except as provided for in the AGREEMENT or as provided for by law.

C. Protections to Ensure Control Over Materials

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

D. Ownership of Materials

All MATERIALS, 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. CONSULTANT shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. CONSULTANT hereby assigns all of its right, title, and interest therein to DISTRICT, including but not limited to any copyright interest. In addition, DISTRICT reserves the right to use, duplicate and disclose in whole, or in part, in any manner and for any purpose whatsoever all such data, documents, graphic displays, reports or other MATERIALS delivered to DISTRICT pursuant to this AGREEMENT and to authorize others to do so.

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

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

XI. 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.

CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of applicants, employees, subcontractors, vendors, or suppliers. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Further, CONSULTANT shall provide equal opportunity for subcontractors to participate in subcontracting opportunities.

XV MISCELLANEOUS

A. Entire Agreement. This AGREEMENT contains the entire AGREEMENT of the PARTIES with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This AGREEMENT may only be modified by a writing signed by both PARTIES.

B. District's Right to Employ Other Consultants. DISTRICT reserves right to employ other consultants.

C. Applicable Law. This AGREEMENT shall be governed by the laws of the State of California as effective and in force on the date of this AGREEMENT. Venue shall be in Orange County, California.

D. Attorney's Fees. The prevailing PARTY in any action to enforce any provision of this AGREEMENT shall be entitled to its reasonable attorney's fees and costs.

E. Modifications. No terms or conditions contained in any writing, purchase order, acknowledgment, or form shall be of any effect unless agreed to in a written amendment or modification to this AGREEMENT which has been executed by the designated representative of each PARTY.

F. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a PARTY shall give the other PARTY any contractual rights by custom, estoppel, or otherwise.

G. Authority to Enter Agreement. CONSULTANT has all requisite power and authority to conduct its business and to execute, deliver, and perform the AGREEMENT. Each PARTY warrants that the individuals who have signed this AGREEMENT have the legal power, right, and authority to make this AGREEMENT and bind each respective PARTY.

H. Assignment or Delegation. CONSULTANT may not assign or sub-contract its rights or obligations under this AGREEMENT without the written consent of DISTRICT.

I. Severability. It is intended that each paragraph of this AGREEMENT shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this AGREEMENT is unaffected.

J. Counterparts. This AGREEMENT may be signed in counterparts, each of which shall constitute an original.

K. Obligations Subject to Applicable Laws. CONSULTANT hereby acknowledges and agrees that DISTRICT is a public agency which is subject to certain requirements and limitations. This AGREEMENT and the obligations of DISTRICT hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

L. Documentation. The PARTIES hereby acknowledge that they have reviewed the Exhibits attached to this AGREEMENT and made a part hereof and agree to be bound by the terms and conditions set forth in same.

IN WITNESS WHEREOF, the PARTIES have made and executed this AGREEMENT as of the date first

set forth above.

Municipal Water District of Orange County

By:_____
Harvey De La Torre General Manager

Dated:_____

Municipal Water District of Orange County
18700 Ward Street, Unit B
Fountain Valley, CA 92708
(714) 963-3058

[INSERT CONSULTANT ENTITY NAME]*

By : _____

Name:_____

Title: _____

Dated:_____

Phone:_____

Tax ID#: _____

**A corporation requires the signatures of two corporate officers (one signature shall be that of the Chairman of Board, the President, or any Vice President, and the second signature of the Secretary, any Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer of such corporation.)*

EXHIBIT "A"

ETHICS POLICY	§7100-§7110

§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 for 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 and paid by **DISTRICT** on or before the 15th of the following month. Invoices shall reference the Purchase Order number from the **DISTRICT**

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

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

5. Consultant Representative: _____