Municipal Water District of Orange County

REQUEST FOR QUALIFICATIONS

For

Post-Implementation Support Services for
Microsoft Dynamics 365 Finance & Operations

RFQ No. FIN. 2026-001

August 18, 2026

Questions for clarification are due August 31, 2026 at 5:00 pm (PST)

Statements of Qualifications are due September 25, 2026 at 5:00 pm (PST)

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

1. About MWDOC and Invitation

The Municipal Water District of Orange County (MWDOC) is a public agency formed in 1951 under the Municipal Water District Act of 1911. MWDOC is a regional water wholesaler and resource planning agency, the third largest member agency of the Metropolitan Water District of Southern California, wholesaling imported water to 27 member agencies serving a retail population of 2.4 million. MWDOC is headquartered in Fountain Valley, California and governed by a seven-member elected Board of Directors.

MWDOC invites qualified firms to submit a Statement of Qualifications (SOQ) to provide post-implementation support services for its Microsoft Dynamics 365 Finance & Operations (D365 F&O) environment. This is not an implementation solicitation. **MWDOC's implementation is complete and the system goes live October 1, 2026**, replacing AccuFund.

MWDOC seeks a support partner to maintain the system after go-live, build out reporting, transfer the technical knowledge needed to run and report on the system in-house, train staff on day-to-day use, test product updates before they reach production, and act as a responsive extension of a one-person internal team.

2. Current Environment

Item	Description
Application	Microsoft Dynamics 365 Finance & Operations, version 10.0.4x (One Version, continuous update)
Cloud	Microsoft Government Community Cloud (GCC) Moderate — U.S. Government tenant*
Environments	One production and two non-production environments, provisioned and managed as unified F&O environments through the Power Platform admin center (PPAC). There is no usable Lifecycle Services (LCS) path in this tenant.
Configuration	Per MWDOC's implementation consultant, the solution is configured out of the box — standard functionality and configuration only, with no custom X++ code, extensions, or third-party ISV solutions in production.
Modules	General Ledger, Accounts Payable, Accounts Receivable, Cash and Bank Management, Fixed Assets, Budgeting, and Procurement and Sourcing.
Structure	Single legal entity; nine financial dimensions with Fund as the balancing dimension; governmental fund accounting
Reporting	Financial Reporting (report designer) for statutory and management statements; Power BI for operational and Board reporting; and Excel using Power Query for ad hoc analysis. Microsoft Fabric and Azure Synapse Link are not available in GCC; OData, Data Management Framework, and BYOD to Azure Government SQL are the available data paths.
Adjacent systems	Paylocity (HR, timesheet, payroll)

Item	Description
Internal SME staff	One financial systems analyst, who serves as system administrator and is the sole internal resource supporting the system. There is no separate report developer or backup administrator.

***Microsoft Government Community Cloud (GCC) Note.** GCC differs from commercial Dynamics 365 in endpoints, feature availability, provisioning paths, and Microsoft support processes. Consultant personnel will be issued accounts in MWDOC's GCC tenant and must complete MWDOC's onboarding and security requirements. Experience limited to commercial-cloud deployments must be disclosed as such.

3. Scope of Services

To be qualified, a firm must be able to provide the following services on an as-needed basis:

- **Application and functional support.** Break/fix and issue resolution across all modules in use; month-end, year-end, and audit support; configuration changes including posting definitions, posting profiles, number sequences, financial dimension defaults, and workflow and approval hierarchies; resolution of defects and gaps carried out of UAT and post-go-live stabilization.
- **Reporting and analytics.** Build and maintain Financial Reporting statements, Power BI reports and dashboards, and Excel reports built on Power Query, including fund and division financial statements, budget-to-actual, and subledger-level detail for Board reporting; establish a supportable data path from D365 F&O to Power BI and Excel within GCC constraints.
- **Technical and administrator training.** One-on-one, hands-on training of MWDOC's financial systems analyst, who is the sole internal resource for the system. Coverage shall include building and maintaining Financial Reporting statements, Power BI reports, and Excel/Power Query reports; the underlying data structures, entities, and data paths; system configuration; security role design and user administration; data management imports and exports; and environment operations and update testing. The objective is for MWDOC to be able to perform routine administration and build its own reports without outside assistance. Training shall be structured, scheduled, and documented, not delivered incidentally during support calls.
- **End-user training (estimated at 10-15 employees).** Role-based training for finance and non-finance staff on day-to-day use of the system, including vendor invoice entry and approval, purchase requisitions and purchase orders, receiving, customer invoicing and cash receipts, workflow approvals, inquiries and standard reports, and recurring month-end tasks. Includes refresher sessions and onboarding of new staff as turnover occurs, supported by written end-user procedure guides.
- **Knowledge transfer.** Report development and training are core, ongoing elements of this scope, not optional add-ons. Respondents shall describe how both training tracks are delivered and how MWDOC’s dependence on outside support is reduced over time.
- **Update testing and environment operations.** Test all product updates, hotfixes, and configuration changes in a non-production environment with documented results and MWDOC sign-off before any deployment to production; no change is promoted to production without prior validation. Maintain a regression test library covering critical business processes. Support environment copies, refreshes, and configuration data packages; prepare and escalate Microsoft support tickets and coordinate with FastTrack and MWDOC's CSP reseller.

- **Security, roles, and licensing.** Role design and segregation of duties analysis appropriate to a small finance staff, with compensating controls where segregation is not achievable; validation of user license levels against assigned duties; user provisioning and access review support.
- **Integrations and data management.** Paylocity payroll journal interface; banking formats and electronic reporting including NACHA/ACH and Positive Pay; recurring and ad hoc imports and exports via the Data Management Framework; automation using Power Automate and Power Apps where available in GCC.
- **Process optimization and documentation.** Refinement of processes configured under a compressed timeline, favoring standard functionality over customization; end-user procedure guides; as-configured system documentation.

Respondents shall describe their qualifications in terms of support model, coverage hours (Pacific Time), intake and ticketing method, named contacts, and escalation path, and confirm or propose alternatives to the following response targets:

Severity	Description	Target Response
1 — Critical	System unavailable, or a process required to pay employees, pay vendors, or close the accounting period, or produce financial statements (including ad-hoc reporting) or Board/Committee reporting required for a scheduled meeting cannot be completed	2 business hours
2 — High	Significant function impaired with no reasonable workaround	1 business day
3 — Standard	Isolated issue, question, or configuration change request	2 business days
4 — Enhancement	Report development, project work, or planned enhancement	By mutual schedule

4. Required Statement of Qualifications Content

Submittals shall not exceed 10 pages excluding resumes, rate sheets, and proposed agreement revisions, shall include:

- **Cover letter** serving as the executive summary, acknowledging receipt of all addenda, acknowledging review of MWDOC's professional services agreement (Attachment A) and stating your firm's willingness to accept the agreement terms and conditions or any proposed modifications, and signed by an authorized representative of the firm.
- **Firm Experience and Qualifications** with D365 F&O, including Microsoft partner status; experience supporting D365 F&O in GCC and in PPAC-managed unified environments (state if your experience is commercial-cloud only); public sector and governmental fund accounting experience; and your ability to support an out-of-the-box configuration and position on when customization is appropriate.
- **Assigned Staff** by organizational chart with named key personnel and roles, resumes (2-page limit each), any proposed subcontractors, availability, and confirmation of ability to begin work by **October 26, 2026.** Document that prohibited conflicts of interest do not exist.
- **Record of performance** on similar engagements, with at least two public agency references (name, title, phone, email). GCC references preferred.

- **Support capabilities** including support model, coverage, intake, escalation, response commitments, and ability to handle knowledge transfer covering both the administrator and end-user training tracks to reduce MWDOC's dependence on outside support over time.
- **Hourly rates (provided on separate pages)** fully burdened hourly billing rates by staff classification, including any annual escalation; whether rates differ by service type; minimum billing increment; and all travel, expense, and after-hours billing assumptions. MWDOC prefers rates inclusive of all expenses.

  Respondents shall also propose one or more prepaid blocks of hours that MWDOC may purchase in advance and draw down against as work is performed, showing the price and effective hourly rate for each block offered. MWDOC may use either method over the term. No fixed fee or not-to-exceed price should be proposed. Services will be authorized on an as-needed basis under a scope of work approved by MWDOC in advance. Selection does not guarantee any minimum volume of work or any purchase of prepaid hours.
- **Proposed revisions** to the MWDOC Standard Professional Services Agreement (if applicable).

5. Evaluation

A response that does not demonstrate all of the following by the deadline will be considered non-responsive: Microsoft partner in good standing with a demonstrated D365 F&O practice; ability to be provisioned and operate within MWDOC's GCC Moderate tenant; and at least two public agency references for D365 F&O support. Responsive SOQs will be scored by an evaluation panel of MWDOC staff. Interviews may or may not be requested.

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

Evaluation Criteria	**%**
Technical approach — understanding of MWDOC's environment including GCC and PPAC constraints; approach to as-needed support; response and escalation model; ability to work as an extension of a one-person internal team	30
Experience and record of performance — D365 F&O expertise including GCC and public sector fund accounting; results on comparable support engagements; depth of bench across functional, technical, and reporting disciplines	30
Assigned staff — relevant experience, qualifications, availability, ability to begin by September 21, 2026 and perform on short notice	30
Organization — presentation, clarity, and responsiveness to submittal requirements	5
Willingness to Accept Standard Agreement Terms	5
Total	**100**

6. Submittal and Schedule

Questions must be submitted to Angela Crespi at acrespi@mwdoc.com by **August 31, 2026 at 5:00 pm (PST)**, subject line: Questions — MWDOC RFQ FIN. 2026-001. Answers will be issued by

addendum. Statements of Qualifications (SOQs) are due by **September 25, 2026 at 5:00 pm (PST)** to the same address, subject line: SOQ — MWDOC RFQ FIN. 2026-001. Electronic submittals only; attachments must be less than 25 MB. It is the respondent's responsibility to confirm receipt.

SOQs become the property of MWDOC and, following award or rejection of all SOQs, are public records subject to disclosure under the California Public Records Act (Government Code Section 7920.000 et seq.). MWDOC reserves the right to request additional information, to meet with one or more respondents, to reject any or all proposals, and to negotiate with any qualified applicant. This request does not commit MWDOC to retain any consultant, to pay costs incurred in preparing proposals, or to proceed with the engagement.

Activity	**Anticipated Date**
Issue RFQ	August 18, 2026
Questions on RFQ Due	August 31, 2026
Addendum with Responses Issued	September 1, 2026
Statements of Qualifications Due	September 25, 2026
Evaluation and Optional Interviews	September 28 – October 2, 2026
MWDOC's Administration and Finance Committee	October 14, 2026
MWDOC's Regular Board Meeting	October 21, 2026
Contract Executed and Target Date to Begin Services	October 26, 2026

Attachment A – 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. 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	[INSERT CONSULTANT ENTITY NAME]*
By:_____	By : _____
Harvey De La Torre General Manager	
	Name:_____
Dated:_____	
	Title: _____
Municipal Water District of Orange County	
18700 Ward Street, Unit B	Dated:_____
Fountain Valley, CA 92708	
(714) 963-3058	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

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: _____