



Municipal Water District of Orange County

REQUEST FOR PROPOSALS

TO PROVIDE PROFESSIONAL SERVICES FOR A COMPREHENSIVE
CLASSIFICATION, COMPENSATION AND BENEFITS STUDY

RFP No. HR2026-001

June 19, 2026

Questions for clarification are due by 5:00 pm (PST) July 3, 2026

Proposals are due by 5:00 pm (PST) July 13, 2026

(via email to acrespi@mwdoc.com)

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

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About MWDOC

The Municipal Water District of Orange County (MWDOC) is a wholesale water provider (District) and resource planning agency that partners with the Metropolitan Water District of Southern California (Metropolitan) and 27 member agencies to deliver high-quality water throughout Orange County. In addition to facilitating water delivery, MWDOC provides public outreach, education, emergency preparedness, and water-use efficiency programs that support a sustainable water future for the 3.18 million residents of Orange County.

The mission of MWDOC is to provide reliable, high-quality 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 all of Orange County. Our team of highly skilled professionals, supported by award-winning programs and initiatives, drives our success and reflects the dedication of our staff and leadership to the agency's essential functions. MWDOC takes pride in fostering strong collaboration with our 27 member agencies and key partners to advance our strategic goals. This teamwork underscores our commitment to safeguarding Orange County's most vital resource—water.

MWDOC is governed by a seven-member Board of Directors (Board), each elected by the public to represent a specific division of Orange County. Additionally, MWDOC appoints four representatives to advocate for Orange County's water-related interests on the Metropolitan Board. MWDOC is the third-largest member agency at Metropolitan, and Metropolitan is the largest water provider in the nation. MWDOC holds key leadership positions on the Board, overseeing critical areas such as finances, policy development, strategy, and implementation.

For further information about the District, please visit: www.mwdoc.com

Project Background and Objective

MWDOC is soliciting proposals from qualified consulting firms to evaluate, analyze, and prepare a comprehensive Classification, Compensation, and Benefits Study. The purpose of this study is to ensure that MWDOC maintains a competitive compensation structure, pay, and benefits that support MWDOC's mission; promote equity by accurately aligning classifications, pay, and benefits; and ensure the ability to attract, retain, and motivate talent while maintaining fiscal responsibility and alignment with organizational goals. The successful proposer shall perform services in accordance with the provisions, specifications, and instructions outlined in this Request for Proposal (RFP).

MWDOC currently has 41 employees which includes 39 full-time positions consisting of Board Relations, Human Resources, Office Support Services, Finance, Information Technology, Public Affairs (includes Communications, Public Engagement, Education Programs and Workforce Development), Emergency Management, Engineering, Water Resources Management (includes Water Use Efficiency, Water Loss Control and Water Data Management), Metropolitan Issues & Policy (Regional & Imported Water) and

Government Affairs (Legislative & Regulatory Issues, Grants and Advocacy Relations); and part-time and intern positions supporting various departments.

All positions are non-represented.

The Municipal Water District of Orange County's current compensation philosophy is to provide salary ranges and benefits that are competitive with market practices. MWDOC establishes its salary ranges by considering the marketplace median. In administering benefits, MWDOC considers prevailing and emerging practices related to the District's labor market. This approach was adopted by the Board to attract and retain the best available staff and to continue its commitment to quality service to our member agencies.

It is MWDOC's practice to conduct an annual planned pay structure adjustment survey of comparator agencies each November to assist in evaluating the percentage adjustment to the salary ranges for the upcoming fiscal year, effective July 1, and to establish a merit range for annual performance reviews. The most recent changes to the pay structure included a 3.20% increase to the ranges only. Changes to the pay structure are adjusted based on the average of the CPI-U for Los Angeles/Long Beach/Anaheim for the previous 12-month calendar year. Adjustments to the pay structure are made to remain competitive in the market. The District does not grant Cost of Living Adjustments to individual employee salaries.

Each year, the Board establishes a merit range during its budget process. The merit range is determined by the methodology used to establish the salary structure adjustment (CPI-U). It considers whether the CPI-U amount falls within the negative-to-high range, using a multiplier based on that amount. Employees receive an annual performance-based merit increase that takes effect in the first full pay period in July. Based on this methodology and survey results, the Board approved a 5.92% merit range for inclusion in the fiscal year 2026/2027 budget to establish performance-based increases, effective July 1, 2026.

A classification, compensation, and benefits study is conducted every three years to evaluate market practices, compensation, and appropriate job grading. Human Resources may conduct interim market analyses for newly established or modified job classifications between the comprehensive surveys. The last compensation and classification study was completed in April 2024. Since that time, the MWDOC has experienced changes, including:

- Significant change in the workforce due to retirements;
- Reorganization in multiple departments;
- Evolving labor market conditions and increased competition for skilled public-sector talent; and
- Introduction of new job classifications and elimination of obsolete positions.

A comprehensive, independent study is needed to provide the MWDOC with data-driven recommendations to modernize its compensation structure, ensure internal equity, retain

staff, enable career growth, succession planning, and maintain external competitiveness in our marketplace.

Scope of Work/Services

The requested services consist of the three (3) following components:

I. Classification Study

The selected consultant(s) shall conduct a thorough review and analysis of the MWDOC's position classification system, including:

1. Review all existing job classifications, job descriptions, and organizational structures.
2. Evaluate positions for appropriate classification based on duties, responsibilities, required knowledge, skills, and abilities.
3. Complete a pay compaction analysis and evaluate salary relationships across classifications and levels, including range overlap, supervisory and hierarchical differentials, and progression between job levels; and develop appropriate internal relationship guidelines.
4. Ensure external competitiveness in job descriptions and job titles. Conduct interviews and job audits, as needed.
5. If necessary, develop a questionnaire to be completed by employees to evaluate job duties.
6. Review, modernize, and update all existing and any missing job descriptions as listed on the District's July 1, 2026 Classification Schedule to accurately reflect job title, position summary, essential functions, key areas of responsibility, qualifications, and legal compliance requirements to ensure performance expectations are clearly defined. This may include developing a standardized template to ensure a consistent format and language across all classifications.
7. Recommend new job descriptions where needed.
8. Review and update the classification schedule and pay structure for approximately 62 classifications, representing full-time, part-time positions, and intern ranges.
9. Develop a classification structure that includes proper classification with appropriate reporting relationships, job title, pay range, development of career progression, internal equity of classifications, and exempt and non-exempt status pursuant to FLSA.
10. Present draft classification plan to management.
11. Review and recommend best management practices for ongoing internal administration and maintenance of salary ranges between benchmark years, adding position classifications, and annual activities such as market surveys.

12. Work closely with Human Resources and Executive Management on the classification structure, job descriptions, and pay structure in implementing changes moving forward.
13. Provide a report of recommendations that shall be prioritized in order of measured level of importance, with clearly defensible justification in support of each recommendation and a cost-benefit analysis for any funding required for implementing a particular recommendation. The cost-benefit analysis shall include both short-term and long-term anticipated savings and net savings.

II. Compensation Study

The consultant shall perform a comprehensive total compensation analysis, including:

1. Conduct a comprehensive total compensation survey, including benefits, using the final list of comparator agencies as agreed upon by MWDOC, using not only job titles, but also duties and responsibilities.
2. Evaluate and compare MWDOC's compensation package, salary adjustments to pay structure, and merit increase methodology to ensure it is consistent with best practices and competitive with the industry, and allows for career growth.
3. Evaluate MWDOC's compensation relative to the market median, 60th percentile, and 75th percentile.
4. Perform an impact analysis: Compare the current total compensation package for MWDOC's positions for each incumbent to benchmark data for the desired market position. For positions where the incumbent receives pension benefits that were offered before the effective date of California's Public Employee Pension Reform Act (PEPRA-1/1/2013), also provide an impact analysis for a scenario where an individual is hired with PEPRA pension benefits.
5. Provide written recommendations for competitive compensation packages when compared to other comparator agencies that would compete for similar-level talent and skill sets.
 - a. The report should include equitable compensation package recommendations for each classification included in the study. The recommendation should include a breakdown between base salary, additional compensation components, and benefits. The base salary recommendations for each position should include minimum, midpoint, and maximum pay rates.
 - b. Provide recommendations on alternative compensation or benefit components that could achieve a total compensation package that is externally competitive with the comparator agencies and internally equitable for each class in the study.
 - c. Address compensation factors ensuring MWDOC's ability to attract, retain, and motivate its employees while considering internal equity and

balance and meeting the organization's responsibility to be accountable for and efficient in its expenditure of public funds.

- d. Consultant shall conduct a comprehensive analysis of employee compensation that evaluates both pay compaction and pay compression for the MWDOC's exempt and non-exempt workforce.
 - e. Pay compression analysis shall assess salary relationships within classifications, including differences based on tenure, experience, and time in class, and shall identify the extent and impact of compressed pay relationships.
 - f. Consultant shall produce documented results for each analysis, clearly distinguishing compaction issues from compression issues, and shall summarize the implications of each for internal equity, recruitment, and retention in a public-sector context.
 - g. Based on findings, the consultant should outline the approach to remediating compaction and compression, including structural adjustments, range redesign, targeted increases, or phased implementation strategies, with estimated cost impacts.
 - h. Implementation guidelines on how to communicate the recommended structure and plan to managers, employees, and other stakeholders.
6. Review and recommend best practices in compensation for exempt and non-exempt positions in positions such as Emergency Response and Public Affairs, who may regularly assist with events or work weekends and long shifts.
 7. Consultant to be available throughout the process with MWDOC staff to explain methodology, survey results, and recommendations.
 8. Make recommendations covering special compensation issues such as salaries nearing the maximum range, seniority, market conditions, maintenance of salary schedules, education rewards, certification pay, and other creative recommendations that include performance-based incentives as part of total compensation.

III. Benefits Study

1. The consultant shall conduct a comprehensive review of MWDOC's employee benefits program compared to comparator agencies, including:
 - Medical, Dental, and Vision (employer/employee contribution rates and plan design)
 - Retirement (PERS):
 - Classic (2% @ 55, final year compensation)
 - PEPRA (2% @ 62)
 - Currently, both Classic and PEPRA Employees contribute 100% of the required Employee Contribution Rate
 - Deferred Compensation (Voluntary 457 Plan, no employer contribution)
 - Vacation (accruals based on years of service)
 - Sick Leave (96 hours per year)
 - Flexible Work Schedule (every other Friday/Monday off), Hybrid work

- Employee Assistance Program (EAP)
 - Holidays (total of 12 days/96 hours)
 - Floating Holiday, other time off practices
 - Automobile allowance
 - Discretionary Executive Leave (Management) 40 hours
 - Short-Term, Long-Term Disability,
 - Life and Supplemental Insurance
 - Tuition Reimbursement
 - Flexible Spending Account (Dependent care and Health care)
 - Health Savings Account (District contribution for high-deductible health plans)
 - Retiree Medical Benefits - (only applies to regular Full-time employees hired before July 1, 2012).
 - Regular Part-Time Employees – Only eligible for mandated leaves
2. Compare the District's benefits program against comparable agencies. Identify the competitive advantages and gaps, and menu of options for consideration.
 3. Provide a cost and sustainability analysis. Evaluate cost-sharing arrangements between the District and employees and provide financial modeling of potential benefit adjustments.
 4. Provide a report of recommendations that shall be prioritized in order of measured level of importance, with clearly defensible justification in support of each recommendation and a cost-benefit analysis for any funding required for implementing a particular recommendation. The cost-benefit analysis shall include both short-term and long-term anticipated savings and net savings.
 5. Summarize and present findings in standardized data tables and visual formats. Identify where MWDOC's benefits are above, below, or aligned with the market.

Deliverables

In addition to the expectations as outlined in the scope of work, the selected consultant(s) shall provide the following deliverables:

1. Consultant to schedule an initial meeting for the Comprehensive Classification, Compensation, and Benefits Study Team to discuss the process and tasks to be performed in the study, gain a full understanding, areas of concern, past practices, future goals, and include a reasonable dedication of key personnel.
2. Review and evaluate current compensation philosophy, list of comparator agencies, and make recommendations, as necessary.
3. Provide biweekly progress reports on project status.
4. Consultant to further schedule briefing sessions with employees, management, and other stakeholders, as appropriate, and develop a position description survey to be completed by employees and/or conduct interviews with employees, including supervisors and management, as appropriate, to clarify any classification issues.
5. Consultant to meet with department heads and present at an all-staff meeting to explain the study, process, and results.

6. Consultant to be available to make a presentation at a minimum of three on-site meetings, including a combination of Board, Ad Hoc Committee, Administration and Finance Committee, and all Employee meetings.
7. Data Collection Instruments – surveys, questionnaires, and interview guides.
8. Provide a Draft Comprehensive Classification and Compensation Study report for the MWDOC to review and comment, no later than February 1, 2027.
9. Benefits Benchmarking Report – including comparative analysis and recommendations.
10. Final Comprehensive Report no later than February 19, 2027- incorporating MWDOC feedback, with prioritized recommendations and cost modeling.
11. Electronic Database of Market Data – in Excel or comparable format, sortable by classification and market source.

Modular Proposal Option

MWDOC recognizes that consulting firms may specialize in one or more components of this study. Accordingly, respondents are invited to submit proposals for any of the following combinations:

- All three (3) components: Classification Study, Compensation Study, and Benefits Study (Full Scope)
- Classification Study only
- Compensation Study only
- Benefits Study only
- Any two (2) components in combination

Respondents must clearly indicate in their cover letter and technical proposal which component(s) they are proposing to perform. MWDOC reserves the right to award a single contract for the full scope of work, or to award separate contracts to different consultants for individual components, based on the best overall value to the MWDOC.

Firms submitting proposals for individual components should note that if the MWDOC elects to engage multiple consultants, the selected consultants will be required to coordinate closely with one another throughout the project. Respondents must acknowledge this requirement and describe their capacity and willingness to collaborate with other consultants in a multi-vendor engagement. The cost and time associated with inter-consultant coordination activities must be included in the proposer's cost proposal.

All costs associated with coordination activities — including staff time, meeting attendance, data sharing, and joint review — must be included in the consultant's not-to-exceed fee as submitted in the cost proposal. No additional compensation will be authorized for coordination activities not included in the original cost proposal.

Proposal Requirements

The RFP describes the District, the required scope of services, the consultant selection process, and the minimum information to be included in the proposal. Failure to submit information in accordance with the RFP requirements and procedures may be cause for disqualification.

The proposal emphasis should be on responding to the requirements set forth herein. Proposers must demonstrate their capabilities, background, expertise, and experience for the District to evaluate the proposals effectively. The proposal should be concise, well-organized, and demonstrate the Consultant's understanding of the project. The proposal must indicate whether it is a fixed-fee proposal that covers all estimated project costs, including professional services, travel, printing, and other expenses.

Proposals shall be organized in the following format and minimally include all sections listed below:

Cover Letter

A signed cover letter on firm letterhead identifying the firm, the primary point of contact, a statement of interest, and confirmation that the firm can meet the project timeline and requirements. The cover letter shall acknowledge the Professional Services Agreement, identify any exceptions to the Professional Services Agreement and the requirements of the RFP, and commit to executing this agreement with the District.

Experience and Qualifications

1. The proposer has advanced knowledge of practices relating to employee classification, compensation, and benefits within a municipal government setting.
2. The proposer has a demonstrated track record of success in conducting total classification, compensation, and benefits studies for a minimum of 5 years for public entities within California.
3. The proposer can demonstrate a clear understanding of the task assignment and skills necessary to complete the classification, compensation, and benefits study successfully.
4. Identification of the Project Manager and all key personnel assigned to this engagement.
5. Resumes or biographical summaries for each team member, including relevant credentials, work experience, and qualifications to perform the services outlined in the RFP.
6. Description of each team member's role and percentage, and total hours dedicated to this project, and who will be assigned overall responsibility for performing the services.
7. Identification of any subcontractors and their roles.

Approach

Clearly describe the firm's approach, methodology, and innovation to complete the Scope of Work and services outlined herein.

Project References

A list of three to five references from comparable public agency clients for whom similar studies were completed within the past (5) years. References shall include agency name, contact name and title, phone number, email address, and a brief description of services provided and when the work was completed.

Background Information

- Legal name and address of the company
- Brief history and description of the firm
- Number of years that the company has been in business.
- Number of employees.
- Name, title, address, and telephone number of the person to contact concerning the Proposal.
- Name, title, address, and telephone number of the person who will sign the agreement if selected for the project.
- List any current or potential conflicts

Project Schedule

A proposed project timeline with key milestones and deliverable dates. MWDOC anticipates a project duration of (4 to 6 months). Please indicate whether your proposed schedule differs and explain any differences.

Cost Proposal

The cost proposal shall include:

- Clear indication whether it is a fixed-fee proposal that covers all estimated project costs, including professional services, travel, printing, and other expenses.
- The consultant should include proposed payment terms.
- If the proposed fees are not inclusive of all project costs, responding consultants must include the proposed fee basis for each expense category, a not-to-exceed amount for each billable item, and a not-to-exceed amount for the total project costs.
- The consultant should include proposed payment terms.
- Fee breakdown by each scope component (Classification Study, Compensation Study, and Benefits Study) — firms proposing the full scope must price each component separately so the MWDOC retains the option to award by component.

- Hourly billing rates for all personnel classifications.
- Payment schedule tied to deliverables/milestones.
- Coordination costs — if proposing on fewer than all three components, the cost proposal must separately identify and quantify all costs associated with coordinating with other MWDOC-engaged consultants, including time for joint meetings, data sharing, progress calls, and any joint deliverable review activities. These costs must be included in the total not-to-exceed fee and shall not be billed as additional charges.

Statement of Conflict of Interest

The responding consultant shall submit a statement verifying that personal and organizational conflicts of interest prohibited by law do not exist in conformance with the District’s Standard Agreement for Professional Services (Exhibit A). The consultant and all sub-consultants shall submit any documentation required by the District.

Proposal Submittal Process and Instructions

Planned RFP Schedule

The District anticipates that the process for reviewing proposals and awarding the contract will be according to the following tentative schedule. The District reserves the right to amend or modify the anticipated schedule as needed.

RFP Issued	June 19, 2026
Deadline for Questions/Clarifications	July 3, 2026 (5:00 p.m.)
Addenda Issued (if applicable)	July 8, 2026
Proposals Due	July 13, 2026 (5:00 p.m.)
Evaluation and Scoring Period	July 14-21, 2026
Interviews (if conducted)	July 22-24, 2026
Admin & Finance Committee Review	August 12, 2026
Board Review and Approval	August 19, 2026
Finalize Contract/obtain signatures/insurance	August 20-28, 2026
Begin work week of August 31, 2026	

Pre-Submittal Activities

Questions concerning this Request for Proposals (RFP) must be directed in writing via email with the subject stating "Classification and Compensation RFP" to the Board Secretary at acrespi@mwdoc.com by 5:00 pm (PST) July 3, 2026.

No pre-proposal meeting is planned for this RFP.

Proposal Submission

The consultant must submit one electronic PDF copy via email to Acrespi@mwdoc.com **NO LATER THAN** 5:00 p.m. on July 13, 2026. Proposals received after the due date noted on the cover sheet will not be accepted. Faxed or hard copy proposals will not be accepted. It is the proposer's responsibility to ensure that the proposal is received.

Proposal Formatting

Proposals shall be concise, well-organized, free of errors, and demonstrate the consultant's qualifications and experience applicable to the project. The proposal should be signed by an individual authorized to execute the legal document on behalf of the Consultant. The proposals will be distributed to a selection committee for their evaluation. Proposals must be submitted in electronic form (PDF, searchable to ensure readability and compatibility) and must be less than 20 MB. Information on the firm's experience and qualifications can be provided separately in PDF format. Email supplemental information separately up to a 20 MB file limit.

Proposal Evaluation Process

Firms will be evaluated on the information presented in the Proposal. The District anticipates selecting Consultant(s) based on the proposals received, but reserves the right to interview selected firms.

The District intends to enter into negotiations with the selected firm(s). The scope of work provided in the proposal will be used for contract negotiations. Negotiations will cover the scope of work, contract terms and conditions, and price. In the event the District is unable to reach an acceptable agreement with the selected firm, the District will terminate negotiations with the selected firm and initiate negotiations with the second-ranked firm.

The final authority to approve the agreement rests with the District's Board of Directors. A recommendation is expected to be presented to the Board of Directors for consideration at their Board meeting.

Evaluation Criteria

The Proposals will be evaluated based on the following minimum criteria. Other factors may be considered during the proposal review.

1. Qualifications as they relate to this RFP (25%)
 - a. Firm's knowledge of and experience with classification, compensation and benefits studies for California special districts and other public sector experience.
2. Firm's approach, methodology, and innovation to complete the scope of services outlined in the RFP (25%)
3. Project Team Qualifications and Staffing (20%)
4. References and Past Performance (15%)
5. Cost Proposal and Value (15%)

Conditions for Proposers

Consultant Coordination

If MWDOC elects to engage separate consultants for different components of the Scope of Work, each selected consultant shall actively cooperate and coordinate with all other MWDOC-engaged consultants throughout the project. Coordination obligations shall include, but are not limited to:

- Participation in a joint project kickoff meeting with the MWDOC and all other engaged consultants
- Timely sharing of data, findings, benchmarking sources, and draft work products relevant to other consultants' scope components
- Designation of a single named point of contact responsible for inter-consultant coordination
- Attendance at joint progress meetings or calls as reasonably requested by the MWDOC (anticipated frequency: bi-weekly or monthly)
- Alignment on shared timelines, deliverable schedules, and final report formats to ensure a cohesive and integrated final product
- Review of and commentary on other consultants' draft deliverables where scope areas overlap or inform one another

Each consultant shall perform coordination activities professionally and in good faith. The MWDOC's Project Manager shall serve as the central point of contact to facilitate communication among consultants and resolve any coordination disputes. Failure to cooperate in good faith with other MWDOC-engaged consultants may be deemed a material breach of contract.

Rights of the District

The District may investigate the qualifications of any proposer under consideration, require confirmation of information furnished by a proposer, and require additional evidence of qualifications to perform the work described in the RFP. MWDOC reserves the right, in its sole and absolute discretion, to take any of the following actions:

- Reject any or all proposals and issue a new RFP.
- Cancel, modify, withdraw, or extend the RFP.
- Issue addenda, supplements, and modifications to this RFP.
- Modify the RFP process (with appropriate notice to proposers).
- Approve or disapprove the use of particular subcontractors and substitutions and/or changes in proposals.
- Revise and modify, at any time before the proposal's due date, the factors it will consider in evaluating proposals and otherwise revise or expand its evaluation methodology. If such revisions or modifications are made, the District will provide an addendum to all registered proposers setting forth the evaluation criteria or methodology changes. The District may extend the proposal due date if, in its sole discretion, such changes are deemed material and substantive.
- Hold meetings and exchange correspondence with the proposers responding to this RFP to seek an improved understanding and evaluation of the proposals.
- Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the proposals.
- Failure to submit the information required by the RFP requirements and procedures may cause disqualification. The District reserves the right to waive minor omissions, deficiencies, or irregularities in the proposal at its sole discretion.
- Reject the proposal from any team that changes its proposal after the submittal due date and time without following the procedures of this proposal and without the District's written approval.

Changes to the RFP

This RFP is subject to revision via written addenda, which will be posted to the District website in accordance with the schedule.

Questions and Disclosure

Any questions related to the scope of services, proposal requirements, or the selection process must be submitted in writing to the email address listed in the Pre-Submittal Activities section. Questions shall contain the following title in the Subject line: "Classification, Compensation and Benefits RFP." The closing date for questions is July 3, 2026, 5:00 p.m.

Any written questions will be addressed in writing and conveyed to all interested parties. Oral statements regarding this Request for Proposals ("RFP") by any person should be considered unverified information unless confirmed in writing. All correspondence with MWDOC and Proposals submitted in response to this RFP will become the exclusive 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 will have no liability to the Respondent or other party as a result of any public disclosure of any proposal or the Agreement.

Special Conditions

This RFP does not commit the District to award a contract, to defray any costs incurred in the preparation of a proposal under this RFP, or to procure or contract for work. All proposals submitted in response to this RFP become the property of the District.

The selected firm (s) will be required to sign a Professional Services Agreement (Exhibit A) and provide the insurance certificates and all other required documentation within ten (10) calendar days of notification of selection. By submitting a proposal, the respondent agrees to all terms of the RFP unless the respondent states exceptions in its proposal. MWDOC reserves the right to negotiate with one or more respondents regarding requested exceptions or changes to the RFP.

EXHIBIT A - 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, General Manager	CONSULTANT
18700 Ward Street, Unit B	TITLE
Fountain Valley, CA 92708	ADDRESS
HDeLaTorre@mwdoc.com	TELEPHONE
	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 costs arising from 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

[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

Fountain Valley, CA 92708

(714) 963-3058

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.)*

Internal Use Only:
Program No. _____
Line Item: _____
Funding Year: _____
Contract Amt.: _____
Purchase Order # _____

EXHIBIT "A"

ETHICS POLICY	§7100-§7110
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§7100 PURPOSE

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

§7101 RESPONSIBILITIES OF BOARD MEMBERS

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

§7102 PROPER USE OF MWDOC PROPERTY AND RESOURCES

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

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

Motion - 1/17/96;

§7103 CONFLICT OF INTEREST

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

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

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

§7104 GIFTS

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

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

4. Acceptance of plaques and commemorative mementoes, of nominal value, or of value only to the recipient, such as service pins, recognition awards, retirement mementoes.

5. Acceptance of incidental transportation from a private organization, provided it is furnished in connection with an employee's official duties and is of the type customarily provided by the private organization.

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

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

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

Motion - 1/17/96;

§7105 PERSONS OR COMPANIES REPORTING GIFTS

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

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

§7106 USE OF CONFIDENTIAL INFORMATION

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

§7107 POLITICAL ACTIVITIES

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

Motion – 6/17/15

§7108 IMPROPER ACTIVITIES

Employees shall not interfere with the proper performance of the official duties of others, but are strongly encouraged to fulfill their own moral obligations to the public, MWDOC, and its member agencies by disclosing, to the extent not expressly prohibited by law, improper activities within their knowledge. No employee shall directly or indirectly use or attempt to use the authority or influence of his/her position for the purpose of intimidating, threatening, coercing, commanding, or influencing any person with the intent of interfering with that person's duty to disclose improper activity.

§7109 VIOLATION OF POLICY – STAFF AND STAFF OFFICERS

If an employee is reported to have violated MWDOC's Ethics Policy, the matter shall be referred to any of the following: (1) the General Manager; (2) Human Resources; (3) the Board of Directors; or

(4) any member of the management staff, for investigation and consideration of any appropriate action warranted which may include employment action such as demotion, reduction in salary, or termination.

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

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

§7110 VIOLATION OF POLICY -- DIRECTORS

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

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

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

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

M-12/21/05

Please note If using Consultant’s proposal as Exhibit “B” please attach the proposal or complete the standard Exhibit “B” Form below, BOTH Parties must verify that all sections of this form are FULLY ADDRESSED and the appropriate Exhibit is attached and labeled accordingly

EXHIBIT "B"

**SCOPE OF WORK, TERMS OF AGREEMENT
AND TERMS AND CONDITIONS FOR BILLING**

Company:
Name:
Address:
Phone:
Tax I.D. #

1. Term – Commencement (Insert Date) _____ Termination (Insert Date) _____

2. Fees/Rates to be billed - \$_____

1. 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: _____