



**AGREEMENT BETWEEN**

**METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA  
AND  
NAME OF MEMBER AGENCY (ALL CAPS)**

**AGREEMENT NUMBER**

**0000**

**TITLE OF PROJECT**

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## THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

This Agreement is entered into between THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, a public agency organized and existing under The Metropolitan Water District Act of the State of California, engaged in transporting, storing, and distributing water in the counties of Los Angeles, Orange, Riverside, San Diego, San Bernardino, and Ventura within the State of California, , hereinafter referred to as Metropolitan, and **NAME OF MEMBER AGENCY**, [INSERT LEGAL DESCRIPTION OF MEMBER AGENCY], hereinafter referred to as Agency.

### Explanatory Recitals

1. Under the Future Supply Actions Funding Program (FSA Funding Program), Metropolitan provides funding to member agencies for technical studies and pilot tests that reduce barriers to future production of recycled water, stormwater, seawater desalination, and groundwater resources.
2. Metropolitan released a Request for Proposal (RFP) to solicit FSA Funding Program studies on December 1<sup>st</sup>, 2023.
3. Metropolitan convened a technical review panel that reviewed and scored proposals submitted by Metropolitan member agencies in accordance with the criteria and weight identified in the RFP. Board Letter 7-4 dated October 10, 2023, describes the final RFP selection process. Agency was selected through this RFP process.
4. Metropolitan and Agency desire to enter into an agreement for [ENTER PROJECT NAME], hereinafter referred to as Project, and Agency will perform the work according to the terms set forth hereinafter.

### Terms of Agreement

1. Scope of Work
  - a. Metropolitan hereby engages Agency to provide Metropolitan the work described in detail in the Scope of Work attached hereto as **Exhibit A**.

2. Time and Term

a. Time is of the essence in the performance of work under this Agreement. The Term of this Agreement shall be for a period from the date of execution of this Agreement through \_\_\_\_\_, ) subject to earlier termination pursuant to Article 3.

b. Metropolitan may exercise two (2) optional one-year extensions to the Agreement term by providing written notice to the Agency.

3. Termination

a. Metropolitan may terminate this Agreement with or without cause by providing written notice to Agency not less than thirty days prior to an effective termination date. Metropolitan's only obligation in the event of termination will be payment of fees and expenses incurred in conformity with this Agreement up to and including the effective date of termination.

b. Agency may terminate this Agreement with or without cause by providing written notice to Metropolitan no less than thirty days prior to an effective termination date. Metropolitan's only obligation in the event of termination will be payment of fees and expenses incurred in conformity with this Agreement up to and including the effective date of termination.

c. This Agreement may be terminated by Metropolitan upon written notice to the Agency if work on the Project has not started by [DATE].

4. Agreement Administrator

a. In performing work under this Agreement, Agency shall coordinate all contact with Metropolitan through its Agreement Administrator. For purposes of this Agreement, Metropolitan designates [**Agreement Administrator Name**] as the Agreement Administrator. Metropolitan reserves the right to change this designation upon written notice to Agency.

b. The acceptability of all work performed for this Agreement shall be determined by Metropolitan's Agreement Administrator. To the extent not otherwise

established herein, Metropolitan's Agreement Administrator will establish the scope of work, timetable for completion of work, and any due dates for preliminary work or reports submitted to Metropolitan.

5. Key Personnel

For purposes of this Agreement, Agency shall make available the professional services of [**Key Personnel Name**], who shall administer all work under this Agreement and coordinate directly with Metropolitan for the Agency. Agency reserves the right to change this designation upon written notice to Metropolitan and the Agreement shall be amended to reflect the changes.

6. Independent Contractor

a. Agency agrees to furnish and complete the Scope of Work detailed in Exhibit A under this Agreement in the capacity of an independent contractor, and neither Agency nor any of its employees, consultants, and sub-consultants shall be considered to be an employee or agent of Metropolitan.

7. Consultants and Sub-consultants

a. Agency shall be responsible to Metropolitan for all work to be performed under this Agreement. All Agency's consultants and sub-consultants and their billing rates shall be approved by the Agency and shall be reflected in consultant and sub-consultant invoices submitted by Agency to Metropolitan. **Agency shall be liable and accountable for any and all payments or other compensation to all consultants and sub-consultants performing services under any Agency agreement that is necessary and applicable to the performance and completion of the work for this Agreement.** Metropolitan shall not be liable for any payment or other compensation for any consultants or sub-consultants.

b. Agency's contracts with consultants and sub-consultants shall require consultants and sub-consultant to maintain Workers' Compensation and Automobile Liability insurance as required by the State of California and include the following articles: Intellectual Property, Nonuse of Intellectual Property of Third Parties, Audit, Indemnity, Equal Employment

Opportunity and Affirmative Actions Prohibited Relationships with Sanctioned Countries and Persons, and Conflict of Interest and Gift Restrictions as set forth in this Agreement.

c. As applicable, Agency's use of consultants and sub-consultants shall adhere to the requirements of Metropolitan's Business Outreach Program as provided herein.

8. Maximum Payment Amount

a. Metropolitan's payment for the Project shall not exceed \$\_\_\_\_\_. Agency shall be responsible for all costs in excess of Metropolitan's match payment.

b. Agency must include documentation in the invoice that it did reimburse responsible parties for the costs in the invoice period. The invoice should include a cover letter with a brief summary of the work completed under the costs invoiced and a discussion of any milestones reached or problems encountered during the period invoiced.

c. Agency shall promptly notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached \$\_\_\_\_\_ (75% of maximum amount allowable).

d. In-kind services are not eligible for reimbursement and shall not be included in Agency invoices to Metropolitan as match funding. In-kind services include, but are not limited to, work performed by staff of Agency or staff of Agency's participating entities contributing funding to Project, and related expenses (e.g., travel, overhead, etc.).

e. Eligible costs include work starting no earlier than the effective date, which is in compliance with the requirements of this Agreement and as set forth in Exhibit A.

f. Metropolitan will award the final 25% of the maximum amount allowable upon receipt and approval of the final report and presentation.

g. All invoices related to the Project must be submitted by Agency to Metropolitan by \_\_\_\_\_ to be considered for payment under the provisions of this Agreement. Invoices received after \_\_\_\_\_ will not be paid unless Metropolitan, in its sole discretion, grants Agency, in writing, an extension of time to complete the work and submit its invoices.

9. Billings and Payments

a. Agency shall submit [quarterly/semi-annual/based on deliverables] invoices, as provided in Exhibit \_\_\_\_\_, to Metropolitan's Accounts Payable Section, whose e-mail address is [AccountsPayableBusiness@mwdh2o.com](mailto:AccountsPayableBusiness@mwdh2o.com), and provide a copy to the Agreement Administrator at [Name@mwdh2o.com](mailto:Name@mwdh2o.com). A change to Agency payment address must be submitted in writing to and verified by Metropolitan's Agreement Administrator. Without proper notification of an address change, Agency's invoice payment may be delayed.

b. The individual listed in the agreement as Agency's key personnel or other identified designee shall sign and certify the invoice to be true and correct to the best of his/her knowledge. Agency's invoices shall include the following information:

i. Agency is to provide all the relevant information required by Exhibit \_\_\_\_ – Sample Invoice, attached to this Agreement, when submitting invoices to Metropolitan.

ii. Agency's consultant and sub-consultant labor charges shall be itemized by date of service, employee name, title/classification, corresponding labor rate, number of hours worked, description of work performed, the total amount due for labor charges, and shall include the following affirmation:

*"By signing this invoice, Agency certifies that work described herein is an accurate and correct record of services performed for Metropolitan under this Agreement and this work has not been billed on any other client or Project partner invoices."*

iii. Invoices shall itemize allowable expenses and include receipts for which reimbursement is sought. The attached receipts should itemize each cost and provide descriptive information so that expenses are separately identified. A sample Invoice form is attached hereto as **Attachment 1**.

iv. Agency shall attach a copy of each consultant and sub-consultant invoice for which reimbursement is sought. Consultant's and sub-consultant's invoices shall set forth the actual rates and expenses charged to the Agency.



c. Subject to the approval of the Agreement Administrator, Metropolitan shall make payment to Agency 45 days after receipt of the invoice. Metropolitan will reject incomplete and inaccurate Agency invoices and will return such invoices to Agency. In such cases of rejected invoices, Agency will submit a new, corrected invoice with a new invoice number and new date. Metropolitan will not approve payment to Agency until a full, complete, and accurate invoice has been submitted. Agency invoices submitted 90 days after date in subsection a of this Article, may be delayed or not paid.

10. Insurance

a. Agency shall procure and maintain for the duration of this Agreement insurance or a program of self-insurance, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Agency and its participating entities, consultants, and sub-consultants, and their agents, representatives, or employees.

b. Agency shall sustain proof of insurance coverage in an updated ACORD form, attached hereto as **Exhibit \_\_\_** and incorporated by reference, or equivalent, which in the case of self-insurance consists of a letter outlining the risk financing program, during the term of this Agreement. Failure to provide the updated insurance ACORD form, or equivalent, annually may result in the withholding of Agency's invoice payment. Agency shall list the agreement number on the ACORD form, or equivalent, and e-mail it to Metropolitan's Agreement Administrator at [Name@mwdh2o.com](mailto:Name@mwdh2o.com), and a copy to

[AgreementInsurance@mwdh2o.com](mailto:AgreementInsurance@mwdh2o.com) (**HARD COPIES OF ACORD CERTIFICATES ARE NOT ACCEPTABLE**)

c. Minimum Scope of Insurance

Coverage shall be at least as broad as:

i. Insurance Services Office Commercial Liability coverage (occurrence Form CG0001).

ii. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).

iii. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

iv. Professional Liability or Errors and Omissions Liability insurance appropriate to the Agency's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

d. Minimum Limits of Insurance

Agency shall maintain limits no less than:

i. General Liability: Including operations, products, and completed operations as applicable, \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project or location, or the general aggregate limit shall be twice the required occurrence limit.

ii. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

iii. Workers' Compensation: Shall be furnished in accordance with statutory requirements of the State of California and shall include Employer's Liability coverage of \$1,000,000 per accident for bodily injury or disease.

iv. Professional Liability or Errors and Omissions Liability: \$1,000,000 per claim, with a \$2 million aggregate.

e. Deductibles and Self-Insurance Retentions: Any deductibles or self-insured retentions must be declared to and approved by Metropolitan. At the option of Metropolitan, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to Metropolitan, its officers, officials, employees, agents, and volunteers; or the Agency shall provide a financial guarantee satisfactory to Metropolitan guaranteeing payment of losses and related investigations, claim administration and defense expenses.

f. Verification of Coverage: Agency shall furnish Metropolitan with original certificates and amendatory endorsements affecting coverage required by this clause. The endorsements and certificates are to be received and approved by Metropolitan prior to the commencement of work. Metropolitan reserves the right to review complete, certified copies of all required insurance policies, including endorsements affecting coverage, and coverage binders required by these specifications at any time.

g. Acceptability of Insurers: Insurance is to be placed with California admitted insurers with a current A.M. Best's rating of no less than A:VIII. A non-admitted carrier may be used with prior approval from Metropolitan, with an A.M. Best rating of no less than A: X. An exception to these standards will be made for the State Compensation Insurance Fund when not specifically rated.

h. General Liability and Automobile Liability Endorsements: The commercial general liability policy and automobile policies are to contain, or be endorsed to contain, the following provisions:

i. Metropolitan, its officers, officials, employees, and agents are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Agency; or automobiles owned, leased, hired, or borrowed by the Agency.

ii. For any claims related to this project, the Agency's insurance coverage shall be the primary insurance with respect to Metropolitan, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Metropolitan, its officers, officials, employees, or agents shall be excess of the Agency's insurance and shall not contribute with it.

iii. Each insurance policy required by this clause shall not be canceled by either Party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Metropolitan.

iv. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

i. Other Endorsements

i. All rights of subrogation under the property insurance policy (if the policy is required) have been waived against Metropolitan.

ii. The workers' compensation insurer agrees to waive all rights of subrogation against Metropolitan for injuries to employees of the insured (Agency) resulting from work for Metropolitan or use of Metropolitan's premises or facilities.

j. Other Insurance Requirements

i. If General Liability, Pollution and/or any Asbestos Pollution Liability and/or professional liability or Errors & Omissions coverage are written on a claims-made form:

1) The "Retro Date" must be shown and must be before the contract date or the beginning of contract work.

2) Insurance must be maintained for at least five (5) years after completion of the contract work. On Metropolitan's request, Agency shall provide evidence of insurance verifying that coverage is/was in effect during the said five-year period.

3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the contract effective date, the Agency must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

4) A copy of the claims reporting requirements must be submitted to Metropolitan for review if requested.

11. Business Outreach Program

a. It is the policy and practice of Metropolitan to solicit participation by individuals and businesses, including but not limited to small businesses, locally owned businesses, women, minorities, disabled veterans, and economically disadvantaged enterprises,

in the performance of all construction, professional services, procurement contracts, supplies, and equipment procured by Metropolitan. In performing work under this Agreement, Agency shall endeavor to further this policy whenever practicable.

12. Successors and Assignment

This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Agency, including any participating entities, consultants, and sub-consultants, shall not assign or transfer its interest in this Agreement.

13. Use of Materials

a. Metropolitan will make available to Agency such materials from its files that Agency may require to perform the work under this Agreement. Such materials shall remain the property of Metropolitan while in Agency's possession. Upon termination of this Agreement and payment of outstanding invoices of Agency, or completion of work under this Agreement, Agency shall turn over to Metropolitan any property of Metropolitan in its possession and any calculations, notes, reports, electronic files, or other materials prepared by Consultant in the course of performing the work under this Agreement.

b. Metropolitan may utilize any material prepared or utilize work performed by Agency pursuant to this Agreement, including computer software, in any manner which Metropolitan deems proper without additional compensation to Agency. Agency shall have no responsibility or liability for any revisions, changes, or corrections made by Metropolitan, or any use or reuse pursuant to this paragraph unless Agency accepts such responsibility in writing.

14. Intellectual Property

a. All intellectual property pursuant to this Agreement shall be owned by Agency and Agency hereby grants Metropolitan and its member public agencies a perpetual, royalty free, worldwide, nonexclusive license, at no cost, to use the intellectual property developed in the course of the work performed under this Agreement by Agency or any contractor and consultant working on Project. The license includes (a) the right to grant sublicenses, (b) the right to modify or improve (including by third parties) the intellectual property, including create derivative works, and (c) a license in all intellectual property

conceived or developed in the course of Agency's work under this Agreement. As used herein, the term "intellectual property" includes, but is not limited to, all inventions, patents, copyrightable subject matter, copyrights, test data, trade secrets, other confidential information and software.

b. Agency agrees that all results produced in the performance of this Agreement may be released to the public, to the extent permitted by the California Public Records Act and other applicable laws.

c. Metropolitan may utilize any material prepared or utilize work performed by Agency pursuant to this Agreement, including computer software, in any manner which Metropolitan deems proper without additional compensation to Agency. Agency shall have no responsibility or liability for any revisions, changes, or corrections made by Metropolitan, or any use or reuse pursuant to the paragraph unless Agency accepts such responsibility in writing.

d. Agency shall include the following language in its agreement(s) with any consultant, contractor or sub-contractor retained by Agency to work on the Project: "All intellectual property developed pursuant to this Agreement is owned by Agency. As used herein, the term 'intellectual property' includes, but is not limited to, all inventions, patents, copyrightable subject matter, copyrights, test data, trade secrets, other confidential information and software."

e. Agency shall promptly notify Metropolitan, in writing, of all intellectual property conceived or developed in the course of Agency's work for Metropolitan under this Agreement.

15. Nonuse of Intellectual Property of Third Parties

Agency shall not use, disclose, or copy any intellectual property of any third parties in connection with work carried out under this Agreement, except for intellectual property for which Agency has a license. Agency shall indemnify and hold Metropolitan harmless against all claims raised against Metropolitan based upon allegations that Agency has wrongfully used the intellectual property of others in performing work for Metropolitan, or that

Metropolitan has wrongfully used intellectual property developed by Agency pursuant to this Agreement.

16. Legal Requirements

Agency shall secure and maintain all licenses or permits required by law and shall comply with all ordinances, laws, orders, rules, and regulations pertaining to the work.

17. Guarantee and Warranty

a. Agency guarantees and warrants that the work shall be performed and completed in accordance with generally accepted industry standards, practices, and principles applicable to the work.

b. Metropolitan's representatives shall at all times have access to the work for purposes of inspecting the same and determining that the work is being performed in accordance with the terms of this Agreement.

18. Access to Metropolitan Premises

a. At least two business days in advance of any work to be performed on Metropolitan premises, Agency shall provide to the Agreement Administrator the names of its personnel, contractors, or sub-consultant personnel requiring access to Metropolitan premises, intended work locations, and duration of work. The Agreement Administrator shall provide to the Security team manager or his designee written notification listing the names of the individuals requiring access, explaining the business need for these individuals to receive the requested access, and reflecting his/her approval. Except in extraordinary circumstances, all work on Metropolitan's premises shall be scheduled during Metropolitan's normal working days and hours. Metropolitan shall make a good faith effort to accommodate Agency's request; however, Metropolitan's operations and other conflicts may require rescheduling all or part of Agency's work.

b. Upon Metropolitan's notice, Agency shall bar from Metropolitan's premises any Agency, consultant, or sub-consultant employee who, in the opinion of

Metropolitan, is incompetent, disorderly, violates safety requirements, poses a security risk, or otherwise threatens to disrupt the work or Metropolitan's operations.

19. Indemnity

a. Agency assumes all risk of injury to its employees, agents, consultants, sub-contractors, and contractors, including loss or damage to property, in the performance of this Agreement, except for those losses due to Agency shall defend, indemnify, and hold harmless Metropolitan, its Board of Directors, officers, employees, and agents from and against all claims, suits, or causes of action for injury to any person or damage to any property to the proportionate extent arising out of, pertaining to, or related to Agency's negligence, recklessness or willful misconduct in the performance of this Agreement, including any claims, suits, or causes of action by any employee of Agency, its participating entities, consultants, and/or sub-consultants relating to his or her employment status with Metropolitan and/or rights to employment benefits from Metropolitan.

20. Audit

a. Agency shall be responsible for ensuring the accuracy and propriety of all billings and shall maintain all supporting documentation for the period specified below.

b. Metropolitan will have the right to audit Agency's invoices and all supporting documentation for purposes of compliance with this Agreement during the term of this Agreement and for a period of three years following completion of services under this Agreement.

c. Upon reasonable notice from Metropolitan, Agency shall cooperate fully with any audit of its billings conducted by Metropolitan and shall permit access to its books, records, and accounts as may be necessary to conduct such audits.

21. Equal Employment Opportunity, Affirmative Action, and Notification of Employee Rights Under the NLRA

Metropolitan is an equal opportunity employer and a federal contractor.

**Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a), and 41 CFR 60-741.5(a) and that these regulations are**



**incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. These regulations require that covered prime contractors and sub-contractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status, or disability.** The parties additionally agree that, as applicable, they will abide by the written affirmative action program requirements of 41 CFR 60-1.40, 41 CFR 60-300.40, and 41 CFR 60-741.40. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws. The parties further agree that, as applicable, they will abide by the requirements of Federal Acquisition Regulation Clauses 52.222-26 (Equal Opportunity), 52.222-35 (Equal Opportunity for Veterans), 52.222-36 (Affirmative Action for Workers with Disabilities), and 52.222-40 (Notification of Employee Rights Under the National Labor Relations Act) and that these regulations are incorporated herein by reference. Agency agrees to submit to Metropolitan evidence of compliance with this article, as applicable, within 30 days of a request.

22. Prohibited Relationships with Sanctioned Countries and Persons

Agency represents and warrants that both 1) Agency, and 2) to Agency's knowledge, its directors, officers, employees, subsidiaries and sub-consultants, are not engaged in any business transactions or other activities prohibited by any laws, regulations or executive orders relating to terrorism, trade embargoes or money laundering ("Anti-Terrorism Laws"), including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the "Executive Order"), the Patriot Act, and the regulations administered by the Office of Foreign Assets Control ("OFAC") of the U.S. Department of Treasury, including those parties named on OFAC's Specially Designated Nationals and Blocked Persons List. Agency is in compliance with the regulations administered by OFAC and any other Anti-Terrorism Laws, including the Executive Order and the Patriot Act. In the event of any violation of this section, Metropolitan

shall be entitled to immediately terminate this Agreement and take such other actions as are permitted or required to be taken under law or in equity.

23. Conflict of Interest and Gift Restrictions

a. Agency represents that it has advised Metropolitan in writing prior to the date of signing of this Agreement of any known relationships with a third party, Metropolitan's Board of Directors, or employees which could (1) present a conflict of interest with the rendering of work under this Agreement, (2) prevent Agency from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

b. Agency agrees not to accept any employment during the term of this Agreement from any other person, firm, or corporation where such employment is a conflict of interest or where such employment is likely to lead to a conflict of interest between Metropolitan's interest and the interests of such person, firm or corporation or any other third party. Agency shall immediately inform Metropolitan, throughout the term of this Agreement, if any employment contemplated may develop into a conflict of interest or potential conflict of interest.

c. Agency is hereby notified that Sections 7130 and 7131 Metropolitan's Administrative Code, the California Political Reform Act ("PRA") and regulations of the Fair Political Practices Commission ("FPPC") prohibit Metropolitan Board members, officers and employees from receiving or agreeing to receive, directly or indirectly, any compensation, reward or gift from any source except from his or her appointing authority or employer, for any action related to the conduct of Metropolitan's business, except as specifically provided in the Administrative Code Sections 7130 and 7131, the PRA and FPPC regulations. Agency agrees not to provide any prohibited compensation, reward or gift to any Metropolitan Board member, officer or employee.

d. Agency is hereby notified that California Government Code Section 1090 et seq. and Metropolitan's Administrative Code prohibit Metropolitan contracts in which a Metropolitan Board member is "financially interested," absent an exception under Section 1091

or 1091.5. Agency is further notified that a contract executed in violation of this section may be voided by operation of law.

24. Use of Metropolitan's Name

Agency shall not publish or use any advertising, sales promotion, or publicity in matters relating to services, equipment, products, reports, and material furnished by Agency, in which Metropolitan's name is used or its identity implied without the Agreement Administrator's prior written approval. **This provision survives the termination of this Agreement.**

25. Force Majeure Events

a. Excuse to Performance: In addition to specific provisions of the Agreement, lack of performance by any Party shall not be deemed to be a breach of this Agreement, where delays or defaults are due to acts of God, or the elements, casualty, strikes, lockouts, or other labor disturbances, acts of the public enemy, orders or inaction of any kind from the government of the United States, the State of California, or any other governmental, military or civil authority (other than Metropolitan, or another party to this Agreement), war, insurrections, riots, epidemics, landslides, lightning, droughts, floods, fires, earthquakes, civil disturbances, freight embargoes, or any other inability of any Party, whether similar or dissimilar to those enumerated or otherwise, which are not within the control of the Party claiming such inability or disability, which such Party could not have avoided by exercising due diligence and care and with respect to which such Party shall use all reasonable efforts that are practically available to it in order to correct such condition (such conditions being herein referred to as "Force Majeure Events").

b. Responding to Force Majeure Events: The Parties agree that in the event of a Force Majeure Event which substantially interferes with the implementation of this Agreement, the Parties will use their good faith efforts to negotiate an interim or permanent modification to this Agreement which responds to the Force Majeure Event and maintains the principles pursuant to which this Agreement was executed.

26. Notices

Any notice or communication given under this Agreement shall be effective when deposited, postage prepaid, with the United States Postal Service and addressed to the contracting parties as follows with an e-mail copy:

Metropolitan Water District  
of Southern California  
Post Office Box 54153  
Los Angeles, CA 90054-0153  
Attention: **Agreement Admin**  
**name@mwdh2o.com**

**Agency's name**  
**Address**  
**Address**  
**City, State, Zip**  
**Attention: Key Personnel**  
**name@company.com**

Either Party may change the address to which notice or communication is to be sent by providing advance written notice to the other Party and a copy to [AgreementAddressChange@mwdh2o.com](mailto:AgreementAddressChange@mwdh2o.com).

27. Severability

If any provision of this Agreement shall be held illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

28. Jurisdiction and Venue

This Agreement shall be deemed a contract under the laws of the State of California and, for all purposes, shall be interpreted in accordance with such laws. Both parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the proper venue of any action brought thereunder is and shall be Los Angeles County, California.

29. Waiver

No delay or failure by either Party to exercise or enforce at any time any right or provision of this Agreement shall be considered a waiver thereof or of such Party's right thereafter to exercise or enforce each and every right and provision of this Agreement. A

waiver to be valid shall be in writing but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

30. Entire Agreement

a. This writing contains the entire agreement of the Parties relating to the subject matter hereof, and the parties have made no agreements, representations, or warranties either written or oral relating to the subject matter hereof which are not set forth herein. This Agreement may not be modified or altered except by a written amendment signed by both Parties.

b. Notwithstanding the foregoing, and to realize the purpose of this Agreement, the Agreement Administrator may issue a written modification to the Scope of Work, if this modification will not require a change to any other term of this Agreement.

31. Joint Drafting

Both parties have participated in the drafting of this Agreement.

**[Signatures on next page]**

**Signature Page**

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date last written below.

NAME OF FIRM (ALL CAPS)

THE METROPOLITAN WATER DISTRICT  
OF SOUTHERN CALIFORNIA

Adel Hagekhalil  
General Manager

By \_\_\_\_\_

By \_\_\_\_\_

Print name \_\_\_\_\_

Name of Group Manager \_\_\_\_\_

Title \_\_\_\_\_

Title of Group Manager \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM:  
Marcia L. Scully  
General Counsel

By \_\_\_\_\_

By \_\_\_\_\_

Print name \_\_\_\_\_

\_\_\_\_\_

Title \_\_\_\_\_

Deputy General Counsel \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Analyst Initials: agr# // date  
Attachments

**Exhibit A – Scope of Work**

**Exhibit A: Reporting Schedule:**

**Reporting Schedule**

- Semi-Annual Progress Report 2024 No. 1 (January 2025 – June 2025) .....August 15, 2025
- Semi-Annual Progress Report 2024 No. 2 (July 2025 – December 2025).....February 15, 2026
- Semi-Annual Progress Report 2025 No. 1 (January 2025 – June 2025) .....August 15, 2025
- Semi-Annual Progress Report 2025 No. 2 (July 2025 – December 2025).....February 15, 2026
- Draft Final Report.....2026
- Final Report..... 2026

SAMPLED

**Exhibit B – Potential Conflicts of Interest (COI)**  
**(For additional Sub-consultants not included in the Fee Schedule)**



Agreement No.:	
Sub-Consultant/Contractor:	
<b>All sub-consultants/contractors must complete a disclosure form.</b>	

**BACKGROUND AND PURPOSE**

State law and Metropolitan’s internal ethics rules prohibit Metropolitan directors, officers, and employees (“Metropolitan officials”) from making, participating in making, or attempting to influence any Metropolitan decision in which they have a triggering personal financial interest. A Metropolitan official may have a personal financial interest in a decision if it would foreseeably and materially affect the expenses, income, assets or liabilities of the official or an immediate relative as defined below. In some cases, a financial conflict of interest can render a contract void and require restitution of all payments, even for work already performed. Conflicts of interest also can expose individuals to administrative or criminal penalties. In many cases, the conflict can be avoided if the Metropolitan official formally recuses himself or herself from the decision-making process.

Receiving or soliciting political campaign contributions also can require a Metropolitan director to publicly disclose the conflict and take no part in the decision-making process.

The following questions are designed to assist Metropolitan and its officials, as well as the consultant, vendor, contractor, or any sub-consultants or contractors, to recognize and avoid financial conflicts of interest. The details (such as dollar amounts) are based upon criteria within Metropolitan’s internal ethics rules or state law. Metropolitan’s Ethics Office will review and make a determination regarding whether any actual or potential disqualifying conflicts exist, and to review options for avoiding a conflict. Metropolitan may seek additional information from you to evaluate potential conflicts prior to any final decision.

All respondents (consultants, vendors, contractors or any sub-consultants or contractors) must respond to each of the following questions. For any “yes” response, please provide a thorough explanation. (You may attach additional sheets.) Failure to fully disclose information or potential conflicts, may result in disqualification or rejection of the subject proposal, agreement, or contract.

*If you have any questions or concerns about the requirements or how to respond to these questions, please contact Metropolitan’s Agreement Administrator.*



## QUESTIONS

1. Have you been employed by Metropolitan within the past 36 months?

[Yes]  [No]

IF YES, PROVIDE DETAILS BELOW:

2. Have you or your firm employed or contracted for the services of or otherwise made payments to any individual(s) who served as a Metropolitan director, officer, or employee within the past 36 months?

[Yes]  [No]

IF YES, PROVIDE DETAILS BELOW:

If "Yes", did this individual advise you on or participate in formulating your submittal?

[Yes]  [No]

IF YES, PROVIDE DETAILS BELOW:

3. Do any current Metropolitan directors, officers, employees, or consultants, or their immediate relatives, have any of the following financial relationships with you, your company, or with any proposed sub-consultant or contractor?

For purposes of this question, "Immediate relative" means any spouse, domestic partner, child or step-child (including adults), parent or step-parent, parent-in-law, sibling, grandparent, or grandchild.

***(Check all that apply)***

Owner	[Yes] <input type="checkbox"/>	[No] <input type="checkbox"/>
Member	[Yes] <input type="checkbox"/>	[No] <input type="checkbox"/>
Partner	[Yes] <input type="checkbox"/>	[No] <input type="checkbox"/>
Officer	[Yes] <input type="checkbox"/>	[No] <input type="checkbox"/>
Employee	[Yes] <input type="checkbox"/>	[No] <input type="checkbox"/>
Consultant	[Yes] <input type="checkbox"/>	[No] <input type="checkbox"/>
Contractor	[Yes] <input type="checkbox"/>	[No] <input type="checkbox"/>
Broker	[Yes] <input type="checkbox"/>	[No] <input type="checkbox"/>
Investor of \$2000 or more	[Yes] <input type="checkbox"/>	[No] <input type="checkbox"/>
Landlord or Tenant	[Yes] <input type="checkbox"/>	[No] <input type="checkbox"/>
Other financial arrangement	[Yes] <input type="checkbox"/>	[No] <input type="checkbox"/>

IF YES, PROVIDE DETAILS BELOW:

If "Yes", did this individual advise you on or participate in formulating your submittal?

[Yes]  [No]

IF YES, PROVIDE DETAILS BELOW:

4. Within the past 12 months, have you or your firm provided anything listed below to any Metropolitan official, employee, director, consultant or his/her immediate relative?

Gift or gifts (such as food, beverage, entertainment, or travel) totaling \$50 or more in value	[Yes] <input type="checkbox"/>	[No] <input type="checkbox"/>
Income (i.e., as an employee, consultant, supplier, service provider, etc.) totaling \$500 or more in value	[Yes] <input type="checkbox"/>	[No] <input type="checkbox"/>
Loan or loans of \$500 or more	[Yes] <input type="checkbox"/>	[No] <input type="checkbox"/>
Loan repayments of \$500 or more	[Yes] <input type="checkbox"/>	[No] <input type="checkbox"/>

IF YES, PROVIDE DETAILS BELOW:

If "Yes" to any of the above, did this individual advise you on or participate in formulating your submittal?

[Yes]  [No]

IF YES, PROVIDE DETAILS BELOW:

5. Within the past 12 months, have you or your firm offered or discussed potential employment or any other business opportunities with any Metropolitan director, official, employee or their immediate relative?

[Yes]  [No]

IF YES, PROVIDE DETAILS BELOW:

If "Yes", did the individual(s) advise you on or participate in formulating your submittal?

[Yes]  [No]

IF YES, PROVIDE DETAILS BELOW:

6. Within the past 12 months, have you or any of your officers, employees, or agents:

Made a political contribution of \$250 or more to the campaign or committee of any member of Metropolitan’s Board of Directors who is an elected official or candidate for elective office?	[Yes] <input type="checkbox"/>	[No] <input type="checkbox"/>
Received any solicitation for a political campaign contribution of \$250 or more from any member of Metropolitan’s Board of Directors or its General Manager?	[Yes] <input type="checkbox"/>	[No] <input type="checkbox"/>

IF YES, PROVIDE DETAILS BELOW

\_\_\_\_\_  
**Name (type or print)**

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**X**

*\*To insert your digital signature, right click the “X” above > click “sign”*

## Exhibit C – Fee Schedule

### OPTIONAL

1. Hourly rates shall remain firm for the duration of the Agreement
2. Non-reimbursable Expenses
  - Communication equipment
  - In-house photocopying
  - All equipment to be used in the field and all office equipment must have the project manager’s approval in writing on task orders prior to being placed in use.
  - Office supplies
  - Postage – if special overnight mailing is needed, it must be approved by Metropolitan’s Agreement Administrator;
  - Facsimiles
  - Toll lane fees (without prior authorization and receipt)
  - Project administration fees
  - Mark-ups for other direct charges
  - Overtime

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Note: Sample if have fee schedule across multiple contract years with footnote, see example below (also needed for hourly fee schedules that multiple year rates).

Contract Year	Annual Payment Amount
January 1, 2021 – December 31, 2021	\$60,000
January 1, 2022 – December 31, 2022	\$62,000
January 1, 2023 – December 31, 2023	\$63,000
January 1, 2024 – December 31, 2024	\$65,000
January 1, 2025 – December 31, 2025	\$67,000

**Continuation of services and payments for additional contract years contingent on Metropolitan exercising its options to extend the Agreement.**

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### Definitions

**Direct Costs:** Any cost that can be identified specifically with a particular final cost objective.

*Narrative – Costs that are directly and exclusively used for a (single) specific project. These costs often are grouped in categories such as:*

- *Direct labor*
- *Direct materials/equipment*
- *Other direct costs (travel, copying, printing, etc.)*

**Indirect Costs:** Any cost not directly identified with a single, final cost objective, but identified with two or more final cost objectives or an intermediate cost objective.

*Narrative – Costs such as rent, utilities, office supplies, labor and equipment **not** used directly and exclusively for a (single) specific project but used for two or more projects. These costs often are grouped in any number of categories including:*

- *Overhead*
- *General & Administrative*
- *Fringe Benefits*

**Profit:** The remuneration received for contract performance over and above allowable direct and indirect costs.

**Unburdened Hourly Labor Rate:** The hourly compensation rate that includes salary only and excludes allocation of indirect costs, escalation costs, and profit.

(Format of fee schedule TBD by Agreement Administrator and provided by Consultant. Below is an example)

<b>CONSULTANT NAME</b>	
<b>Prime or Sub-consultant</b>	

<b>CLASSIFICATION TITLE</b>	<b>UNBURDENED HOURLY RATE (\$\$\$)</b>	<b>INDIRECT (%)</b>	<b>SUBTOTAL (\$\$\$)</b>	<b>PROFIT (%)</b>	<b>BURDENED HOURLY RATE (\$\$\$)</b>

**LIST OTHER DIRECT COSTS AND EXPENSES BELOW:**

<b>ITEMS/EXPENSES</b>

## **Exhibit D –Allowable Travel Expenses**

All travel expenses shall be paid by Consultant unless expressly authorized by this Agreement **in writing and in advance** by the Agreement Administrator.

**Billing and Supporting Documents:** Consultant shall submit all supporting documents (receipts) for each expense listed below. The attached receipts should itemize each cost and provide descriptive information so that expenses are separately identified.

Trips that require travel in excess of 200 miles one way shall be made by commercial airline unless the circumstances dictate otherwise. Reimbursements for transportation costs for trips over 200 miles one way by any form of transportation other than commercial airline shall generally not exceed the standard round-trip airline coach airfare in effect at the time, plus any personal auto mileage and airport parking that would have been incurred and reimbursable if airline transportation had been used.

### **Air Travel**

Air Travel shall be made by a commercial airline at coach or economy airfare. If flight accommodations are upgraded from coach or economy airfare, all additional charges shall be paid by Consultant, and not charged to the agreement.

If Consultant combines personal travel with Metropolitan travel (business), personal travel or family member expenses cannot be charged to Metropolitan.

### **Car Rental**

Car rental shall be the most economical vehicle to fulfill Consultant needs.

Metropolitan will not pay for collision or personal liability insurance.

Rental cars must be authorized in advance through a Task Order. One automobile rental for up to three travelers of an economical vehicle is acceptable. Any changes from these guidelines require approval by Metropolitan's Agreement Administrator in writing. If an automobile is rented on a monthly basis by Consultant, the monthly cost is divided by the number of days in the month and hours worked to arrive at a prorated hourly rental cost for reimbursement. Any other cost to be billed must be documented as to why it is required, and receipts must be submitted.

### **Taxis**

Where it becomes necessary to use a taxi for approved Metropolitan business, the cost of the fare and reasonable gratuity will be reimbursed including Uber, Lyft, and similar transportation.

### **Lodging**

Consultant shall book reservations at hotels that are conveniently located and that have moderate rates.

### **Meals**

Meal allowance shall not exceed the current Federal General Service Administration ([GSA](#)) allowable meal rates listed for Breakfast, Lunch, and Dinner for the work location. Meal allowance may include non-alcoholic beverages and tips.

### **Personal and Company-Owned Automobile Reimbursement**

Automobile reimbursement is allowable only from Consultant's local office to the project site location or meeting destination as determined by the Agreement Administrator and will be paid at the current IRS allowable rate.

### **Non-reimbursable Expenses**

- Entertainment (i.e., "in-room" movies, alcoholic beverages, in-room snack bar, in-room refrigerator items, health clubs, and theater tickets).
- All expenses for non-business purposes.
- Personal life or travel insurance.

**Exhibit E – ACORD Form**

(Provided by Consultant-See Attached)

SAMPLE

**Exhibit F– Respondent’s Participation Form**

**THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA**

This form shall include all prime consultants, partners and sub-consultants

LIST ALL PARTIES PROVIDING SERVICES			PERCENTAGE OF THE PROPOSED COST		
Name Address Telephone E-mail address	Relationship: Prime, Joint Venture, Sub-consultant	Type of Work to be Completed	Percentage of Services	SBE Yes/No	DVBE Yes/No
<b>Total:</b>					

\*SBE: A Small Business Enterprise is independently owned and operated; is not dominant in its field; and meets the criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121.

\*\*DVBE: A Disabled Veteran Business Enterprise is independently owned and operated; is not dominant in its field; and meets the criteria set forth by the Veterans Benefit Act of 2003 (15 U.S.C. 657f) AND BY the California Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Certification (OSDC).



**Attachment 1 Sample Invoice**

**XYZ CONSULTANTS**

[Street Address], [City, ST ZIP Code]  
 Phone [000.000.0000] Fax [000.000.0000]  
 [e-mail]

**INVOICE**

INVOICE # [100]  
 TASK ORDER # [10]  
 DATE: APRIL 8, 20XX

**TO** METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA  
 ATTN: ACCOUNTS PAYABLE  
 PO BOX 54153  
 LOS ANGELES, CA 90054-0153

**PROJECT TITLE:**

METROPOLITAN AGREEMENT NO.	CURRENT BILLING START DATE	CURRENT BILLING END DATE	BEGINNING AGREEMENT BALANCE	CUMULATIVE PRIOR BILLINGS	CURRENT INVOICE AMOUNT	ENDING AGREEMENT BALANCE	PERCENT OF AGREEMENT VALUE SPENT
12345	3/1/10	3/31/10	\$100,000.00	0	\$11,061.00	\$88,939.00	11%

**LABOR EXPENSE**

(Attach copies of any sub-consultant invoices)

DATE WORKED	EMPLOYEE NAME	LABOR CLASSIFICATION	DESCRIPTION OF WORK PERFORMED	HOURS WORKED	HOURLY LABOR RATE	TOTAL AMOUNT
3/5	J. Smith	Engineer	Review CEQA Documents	1	\$100	\$100.00
3/8 - 3/12	J. Smith	Engineer	Review Traffic Congestion Study	40	\$100	\$4000.00
3/17	J. Smith	Engineer	Review CEQA documents	5	\$100	\$500.00
3/22-3/26	J. Smith	Engineer	Review Traffic Congestion Study	40	\$100	\$4000.00
3/1-3/5	J. Lu	Designer	CAD Drawings	40	\$50	\$2000.00
3/24	J. Lu	Designer	CAD Drawings	8	\$50	\$400.00
SUBTOTAL						\$11,000.00

**NON-LABOR EXPENSES**

(Attach receipts with descriptive information separately identifying expenses)

DATE	EXPENSE TYPE	DESCRIPTION	AMOUNT
3/8/10	Car Rental	Travel to DVL facility to review plans	\$48.00
3/8/10	Photo copies	Meeting materials for MWD staff	\$13.00
SUBTOTAL			\$61.00
Total Invoice			11,061.00

*By signing this invoice, consultant certifies that the billing hours and work described herein is an accurate and correct record of services performed for Metropolitan under this Agreement and these hours have not been billed on any other client invoices.*

\_\_\_\_\_  
 SIGNATURE (CONSULTANT KEY PERSONNEL OR DESIGNEE)