



**AGREEMENT
BETWEEN
METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA
AND
CITY OF FULLERTON**

FUTURE SUPPLY ACTIONS FUNDING PROGRAM

AGREEMENT NUMBER

189638

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THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

AGREEMENT NO. 189638

FOR FUTURE SUPPLY ACTIONS FUNDING PROGRAM

This Agreement is between THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, a public agency of the State of California, organized and existing under The Metropolitan Water District Act of the State of California, hereinafter referred to as Metropolitan, and the **CITY OF FULLERTON**, hereinafter referred to as Agency.

Explanatory Recitals

1. Metropolitan is a public agency 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.
2. This Agreement is entered into with Agency in response to a 2018 Request for Proposals (RFP) for Future Supply Actions Funding Program, dated July 6, 2018, as an approach to fund Metropolitan member agency studies and research under this program as approved in Board Letter 8-6 dated April 10, 2018. Metropolitan, through its Future Supply Funding Program (FSA Funding Program), provides funding to member agencies for technical studies or pilot projects that reduce barriers to future production of recycled water, stormwater, seawater desalination, and groundwater resources. Metropolitan convened a technical review panel that reviewed and scored each proposal submitted by Metropolitan member agencies in accordance with the criteria and weight identified in the RFP. Board Letter 9-2 dated December 11, 2018, describes the final RFP selection process. Agency was selected through this RFP process. Metropolitan and Agency agree to enter into an agreement for the **DEMONSTRATING VIRUS LOG REMOVAL IN POTABLE REUSE TO INCREASE REGULATORY CONFIDENCE** study, hereinafter referred to as Study.

3. Metropolitan desires to enter into this agreement with the Agency, and Agency desires to perform the work according to the terms set forth hereinafter.

Terms of Agreement

1. Scope of Work

- a. Metropolitan hereby engages Agency to perform the work described in detail in the Scope of Work attached hereto as Exhibit A.
- b. Agency shall provide study deliverables according to the schedule as set forth in Exhibit A. Each task identified in Exhibit A shall have a clearly defined deliverable, date for completion of task, and associated cost for each task.
- c. Agency may adjust task descriptions, task budget amounts, and task schedules in Exhibit A, from time to time, upon written notice to and approval by Metropolitan; however, Agency must certify that any such adjustments do not materially change the basic scope of work, the scheduled final Study completion date, and/or the Maximum Cost to Metropolitan as identified in this Agreement.
- d. Agency shall be responsible for verifying completion of a consultant's or sub-consultants work in accordance with Exhibit A.

2. Time and Term

Time is of the essence in the performance of services under this Agreement. This Agreement is in effect from _____ through December 31, 2021, subject to earlier termination pursuant to Section 25 Termination below.

3. Agreement Administrators

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

- b. For purposes of this Agreement, Agency designates **Ms. Tiffany Foo** as the Agreement Administrator for the Agency. Agency reserves the right to change this designation upon written notice to Metropolitan.

4. Independent Contractor

Agency agrees to complete the Scope of Work detailed in Exhibit A under this Agreement in the capacity of an independent contractor and neither Agency and its participating entities, consultants, and sub-consultants nor any of their employees shall be considered to be an employee or agent of Metropolitan. Participating entities are other public and private entities, separate from Agency, which Agency has indicated are participating in the study, as identified in Exhibit A.

5. Consultants, Sub-consultants, and Sub-recipients

- a. Agency shall be responsible to Metropolitan for all work to be performed under this Agreement. All consultants, sub-consultants, and sub-recipients and their billing rates shall be approved by the Agency and shall be reflected in consultant, sub-consultant, and sub-recipient invoices submitted by Agency to Metropolitan. Agency shall be liable and accountable for any and all payments or other compensation to all consultants, sub-consultants, and sub-recipients performing services under any Agency agreement that is necessary and applicable to the performance and completion of this Agreement. Metropolitan shall not be liable for any payment or other compensation for any consultants, sub-consultants, and sub-recipients.
- b. Agency's contracts with consultants, sub-consultants, and sub-recipients shall require consultants, sub-consultants, and sub-recipients 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 and Equal Employment Opportunity and Affirmative Actions as set forth in this Agreement.

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

6. Metropolitan's Maximum Amount Payable and Reimbursement Procedure

- a. Metropolitan's payment for the study is not to exceed **\$150,000** or fifty (50) percent of the total cost expended per task as established in Exhibit A, whichever is less. 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. For each invoice, Metropolitan will pay up to seventy-five (75) percent of eligible reimbursable costs and will withhold twenty-five (25) percent of eligible reimbursable costs in retention until a final report is submitted and accepted by Metropolitan. Agency shall promptly notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached **\$112,500** (75% of maximum amount allowable).
- d. In-kind services are not eligible for reimbursement and shall not be included in Agency invoices to Metropolitan. 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 Study, and related expenses (e.g., travel, overhead, etc.).
- e. Eligible costs include work starting no earlier than January 8, 2019, which is in compliance with the requirements of this Agreement and as set forth in Exhibit A. Metropolitan will accept costs for work performed before the effective date of the Agreement and on or after January 8, 2019, which is the date Metropolitan's Board of Directors gave final authorization to enter into Future Supply Actions Funding Program agreements.

- f. All invoices related to the Study must be submitted by Agency to Metropolitan by August 31, 2021 to be considered for payment under the provisions of this agreement. Invoices received after August 31, 2021 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.

7. Billings and Payments

- a. Agency shall submit monthly invoices to Metropolitan's Accounts Payable Section, whose email address is AccountsPayableBusiness@mw dh2o.com, and provide a copy to the Agreement Administrator at, dbentley@mw dh2o.com. Agency address change must be submitted in writing to Metropolitan's Professional Services Contracting Team, at AgreementAddressChange@mw dh2o.com. Without proper notification of an address change, Agency's invoice payment may be delayed.
- b. The individual listed in the agreement as Agency's Agreement Administrator 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 B – Sample Invoice, attached to this Agreement, when submitting its invoices to Metropolitan.
 - ii. Agency's consultant, sub-consultant, and sub-recipient labor charges shall be itemized by date of service, employee name, title/classification, corresponding labor rate, number of hours worked, description of work performed, 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 study partner invoices.”

- iii. Invoices shall itemize allowable expenses and include receipts for which reimbursement is sought for any items over Ten Dollars (\$10.00). Attached receipts should itemize each cost and provide descriptive information so that expenses are separately identified.
 - iv. Agency shall attach a copy of each consultant, sub-consultant, and sub-recipient invoice for which reimbursement is sought. Consultant's, sub-consultants', and sub-recipients' invoices shall set forth the actual rates and expenses charged to Agency.
- c. Subject to the approval of the Agreement Administrator, Metropolitan shall make payment to Agency 45 days after date of the invoice. Metropolitan will reject incomplete and inaccurate Agency invoices and will return such invoices to Agency within 45 days after the date of the invoice. 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's invoices submitted 90 days after completion of work, may be delayed or not paid.
- d. The final invoice shall be clearly marked "FINAL INVOICE." It shall be submitted after the final report is accepted by Metropolitan and should include a request for the release of the 25 percent retention.

8. Reporting Requirements

- a. Agency shall submit to Metropolitan semi-annual progress reports within 45 days of the end of the preceding six month periods, in accordance with the reporting schedule in Exhibit A and Agency shall include, at a minimum, the items listed in Exhibit C, Semi-annual Progress Report Format. Agency shall document all activities and expenditures to date in the semi-annual reports. The submittal of these reports is a requirement for ongoing disbursement of funds.
- b. Agency shall prepare and submit to Metropolitan, upon completion of the Study, a Final Report, which shall include, at a minimum, the items listed in Exhibit D,

Final Report Format. The Final Report shall be provided in hard copy 3 copies and in digital format prior to final payment of funds retained by Metropolitan.

- c. Agency shall prepare and deliver a presentation on the findings of the study during a concluding symposium scheduled and organized by Metropolitan.
- d. Failure of an Agency to submit progress reports or the final report within the timeframe established in Exhibit A or within any authorized extension of time will be a breach of this agreement.

9. Business Outreach Program

It is the policy of Metropolitan Water District to solicit participation in the performance of all construction, professional services, procurement contracts, supplies, and equipment procured by Metropolitan by all individuals and businesses, including but not limited to small businesses, locally owned businesses, women, minorities, disabled veterans, and economically disadvantaged enterprises. In performing services under this Agreement, Agency shall endeavor to further this policy whenever practicable.

10. Successors and Assignment

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

11. Use of Materials

Metropolitan will make available to Agency such materials from its files as may be required by Agency to perform services 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 Agency in the course of performing the services under this Agreement.

12. 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, 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 Study as described in Exhibit A. 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.
- 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 with any consultant or contractor retained by Agency to work on the Study: “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 created or prepared pursuant to this agreement.”
- 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.

13. 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 intellectual property of others in performing work for Metropolitan.

14. Representations

Each Party represents that it is represented by legal counsel, that it has reviewed this Agreement and agrees that:

- a. This Agreement is legally enforceable;
- b. Payments made by Metropolitan to Agency pursuant to this Agreement are a legal use of Metropolitan's funds; and,
- c. Metropolitan may legally recover the costs incurred by Metropolitan pursuant to this Agreement in the water rates charged to its Member Agencies, including Agency.

15. 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.

16. 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 same and determining that the work is being performed in accordance with the terms of this Agreement.

17. 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 or sub-consultant personnel requiring access to Metropolitan premises, intended work locations, and durations 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 Consultant's work.

18. Indemnity

- a. Agency assumes all risk of injury to its employees, agents, consultants, sub-consultants, and contractors, including loss or damage to property, in the performance of this Agreement, except for those losses due to Metropolitan's negligence, recklessness or willful misconduct.
- b. 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 and its participating entities', consultants', and sub-consultants' negligence, recklessness or willful misconduct in the performance of this Agreement, including any claims, suits, or causes of action by any employee of the Agency and its participating entities, consultants, and sub-consultants relating to his or

her employment status with Metropolitan and/or rights to employment benefits from Metropolitan.

19. 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 E), or equivalent, and incorporated by reference, 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 email to Metropolitan's Agreement Administrator at dbentley@mwdh2o.com and a copy to AgreementInsurance@mwdh2o.com or fax to 213-576-6158.
- 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 study 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 as 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 require 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 as 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 study, the Agency's insurance coverage shall be primary insurance as 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.
- i. Other Endorsements and Insurance Provisions

- 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.
- iii. 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 date of the contract 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 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.

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.
 - i. Agency shall be responsible for maintaining the supporting documentation 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 subcontractors 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 section, 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, participating entities, consultants, 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 would (1) present a conflict of interest with the work performed 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 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.

24. Use of Metropolitan's Name

Agency and its participating entities, consultants, and sub-consultants shall not publish or use any advertising, sales promotion, or publicity in matters relating to services, equipment, products, reports, and material furnished by Agency and its participating entities, consultants, and sub-consultants 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. 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, including any retainage withheld by Metropolitan, 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 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.
- c. This Agreement may be terminated by Metropolitan upon written notice to the Agency if work on the Study has not started by January 31, 2020.

26. 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.

27. 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:

Metropolitan Water District
of Southern California
Post Office Box 54153
Los Angeles, CA 90054-0153
Attention: **Mr. Don Bentley**

City of Fullerton
303 W Commonwealth Ave.
Fullerton, CA 92832
Attention: **Ms. Tiffany Foo**

Either party may change the address to which notice or communication is to be sent by providing advance written notice to the other party.

28. 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.

29. 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.

30. 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.

31. 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. Except as provided herein, this Agreement may not be modified or altered without formal amendment thereto.
- b. Notwithstanding the foregoing, and to realize the purpose of this Agreement, the Metropolitan 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.

32. Joint Drafting

Both parties have participated in the drafting of this Agreement.

/////

Signature Page

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

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

CITY OF FULLERTON

Jeffrey Kightlinger
General Manager

By _____

By _____

Ken Domer
City Manager

Brad Coffey
Manager, Water Resource Management

Date _____

Date _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:
Marcia L. Scully
General Counsel

By _____

By _____

Richard D. Jones
City Attorney

Deputy General Counsel

Date _____

Date _____

Analyst Initials: agr# - date
Attachments

Exhibit A- Scope of Work

Demonstrating Virus Log Removal in Potable Reuse to Increase Regulatory Confidence

1.0 Study Objective

The objective of this study is to demonstrate virus removal for potable reuse to increase regulatory credit (log removal values) by 1) appropriately crediting the engineered wastewater treatment process that precedes advanced treatment and 2) deploying improved reverse osmosis process integrity monitoring as part of advanced water treatment.

2.0 Background Information

The City of Fullerton is one of 19 major retailers in the Orange County Water District (OCWD) service area, serving a population of approximately 140,000. As a groundwater producer in the OCWD service region, the City of Fullerton relies upon OCWD's management of the Orange County groundwater basin and is a strong supporter of the OCWD Groundwater Replenishment System (GWRS), currently the world's largest potable reuse facility. OCWD and the Orange County Sanitation District (OCSd) facilities are the test sites for the proposed study. Log removal value (LRV) credits, which are credits assigned by the State Water Resources Control Board (SWRCB) Division of Drinking Water (DDW), represent the degree of pathogen removal and are assigned to potable reuse facilities such as the OCWD GWRS. The DDW requires 12 LRV credits, or 12-log removal (99.999999999%), for virus removal from raw wastewater source to finished water. Currently, the OCSd wastewater treatment facility receives zero virus LRV credits while the GWRS treatment process only receives 8 virus LRV credits. For this reason, finished product water from the GWRS requires four months of underground travel time to obtain an additional 4 LRV credits to meet the 12 LRV credit requirement for virus removal. Increasing LRV credits assigned to the GWRS project would allow a wider range of groundwater recharge/injection and extraction sites to be considered, including within the City of Fullerton, such that the project's output can be maximized via increased basin management flexibility for OCWD. The proposed project in partnership with MWD will serve as a notable case study for obtaining virus LRV credit for the potable reuse treatment process, for use by MWD member agencies and facilities around the world seeking to increase the viability of potable reuse. Improving reuse viability is important because potable reuse is a critical alternative for arid regions to meet local water needs. The proposal team consisting of OCWD, OCSd, Michigan State University, and Trussell Technologies has significant experience in this topic, including several published research studies.

3.0 Study Description

The proposed study will evaluate appropriate regulatory crediting to the current wastewater treatment processes at the OCSd that precedes advanced treatment, as well as test novel reverse osmosis integrity monitoring approaches as a part of advanced water treatment. The goal is to increase the 8 virus LRV credits (99.999999%) granted to the OCWD GWRS treatment process,

which includes microfiltration (MF), reverse osmosis (RO), and ultraviolet-advanced oxidation process (UV-AOP), to 10 LRV credits (99.99999999%), a 100-fold increase in percent removal, to include the OCSD wastewater treatment process. Specifically, the study will 1) evaluate virus removal in wastewater treatment via a comprehensive sampling study at OCSD Plant No. 1 (P1) and Plant No. 2 (P2) wastewater treatment facilities, each featuring distinct secondary treatment processes; and 2) evaluate newly-developed, cutting-edge methods for real-time monitoring of water quality in the RO feed and permeate at the OCWD GWRS facility that could serve to continuously document the integrity of the membrane barrier.

The data and experience obtained from this study will address the following gaps in the current field of knowledge where there is a recognized paucity of information. These gaps include virus concentrations in raw wastewater, virus removal by conventional wastewater treatment processes, and strategies for continuously demonstrating RO integrity with real-time methods.

Finally, the proposed study will also increase future local supply potential by improving regulatory confidence in potable reuse, improve the viability and planning efforts of potable reuse, and improve public confidence in the potable reuse process.

Participating Entities and Supporting Entities

Entities participating in the project are: Orange County Water District (OCWD), Orange County Sanitation District (OCSD), Michigan State University, and Trussell Technologies. Stakeholders who are not participating but provided support letters agreeing with the need for the work are the Municipal Water District of Southern California (MWDOC) and West Basin Municipal Water District (WBMWD).

4.0 Description of Tasks

Task 1. Project Management and Technical Planning

The project team will hold monthly meetings to discuss sampling progress, data interpretation, deliverables, and project outcomes. Specifically, this task includes project administration, MWD-required semi-annual progress reporting as well as management of the project budget and schedule.

The project team will develop separate test plans for the wastewater virus removal study and RO integrity study. These will be submitted as Technical Memoranda. Technical Memorandum 1 (TM1) will present the test plan for the wastewater virus removal study described in Task 2. Technical Memorandum 2 (TM2) will present the test plan for the RO integrity study that is also described in Task 2. TM1 will include a description of OCSD wastewater treatment plants that will be sampled, OCSD water quality and operational key parameters that will be tracked, and the proposed sampling locations, target microbial parameters, and analysis methods. TM2 will review historical water quality data from OCWD AWPf and use this information along with recent industry knowledge to identify the list of most promising membrane integrity surrogates for

project evaluation. The presumed surrogates are noted below in Task 2 but will be confirmed as part of technical planning and TM development completed under Task 1.

As a part of Task 1, and provided as part of the USBR grant scope of work (funding cash match), the project team will develop a voluntary project advisory committee on RO integrity monitoring approaches with expertise in RO integrity and/or potable reuse to peer-review key deliverables.

Task 2. Virus / Surrogate Monitoring During Wastewater and RO Treatment

The project team will conduct a year-long virus monitoring campaign at OCSD's two wastewater treatment plants, OCSD Plant No. 1 (P1) and Plant No. 2 (P2), which receive different proportions of industrial and municipal wastewater. Virus log removal will be characterized for each wastewater treatment process including trickling filter treatments at P1 and P2, in addition to activated sludge processes at P1, providing a unique opportunity to ascertain the performance variability for each process. The sampling plan will be informed by microorganisms, techniques, and procedures followed in a recent virus log removal study carried out in San Diego for the North City Water Reclamation Plant (Trussell Technologies 2017). A key aspect of the proposed study will be the large quantity of data: samples will be collected from raw to secondary effluent for each process for a duration of one (1) year at a frequency of approximately two (2) sampling events per month. Enteric virus concentrations as well as other virus targets will be measured by both EPA Method 1615, a culture-based infectivity assay and using molecular methods. In addition, male-specific (MS) and somatic coliphage (as enteric virus surrogates), and total and fecal coliform (commonly used indicator organisms) will also be measured. OCSD operational data will be reviewed to confirm that the wastewater treatment process operated in a routine, representative fashion during the course of the virus sampling program.

This task will also investigate methods for RO integrity monitoring during advanced treatment. Since direct real-time detection methods of virus particles or other microbial pathogens are not feasible, this study will explore the use of four promising and novel surrogates to investigate real-time or near real time monitoring of RO performance. The basis for using chemical compounds as surrogates for virus removal is that they are much smaller than viruses; thus, removal of viruses is expected to be greater than the demonstrated removal of the chemical (i.e., via online monitoring or grab samples) for treatment technologies like RO that purify water based on size-exclusion. Using this approach, the 2 LRV credits currently granted to RO systems like in the OCWD GWRS is based on online monitoring showing 2-log (99%+) removal of total organic carbon (TOC). For the alternative surrogates evaluated in this study, monitoring will be conducted via sensor/instrumentation installation and long-term testing at the OCWD GWRS facility within the RO building. Initial installation, commissioning, and optimization will be required for each of the online monitors. The surrogates measured in RO feed and permeate will consist of:

- Automated Online Fluorescence Spectroscopy: Fluorescence indicates the presence of various dissolved chemicals. Online Cyclops 7 CDOM sensors to measure a key signal (Peak C) within the fluorescence spectrum. Online

measurements will be compared to periodic benchtop full-spectrum fluorescence analysis using a Horiba Aqualog benchtop fluorometer.

- Automated Online ATP Monitoring: Adenosine triphosphate (ATP) is a small molecule utilized by metabolically active organisms and found in treated wastewater (i.e., in RO feed water). Online EZ-ATP analyzers will be installed to continuously measure ATP. Online analysis will be compared periodically to benchtop analysis using a benchtop ATP analysis kit.
- Automated Detection of Nanoparticles by DLS: An online nanoparticle analyzer, NanoSight NS500 (Malvern) will be installed to detect nanoparticles sized from 10 to 2,000 nm in diameter, depending on the instrument configuration and sample type. Using this analyzer, removal of particles smaller than typical sizes of viruses can be measured.
- Automated Online Sulfate/Phosphate Monitoring: While online monitors exist for sulfate and phosphate, they may not be available to this project due to cost or availability. If this is the case upon project startup, high frequency grab samples for the selected ion will be used in lieu of an online meter. The results will be compared to fluorescence, ATP, and nanoparticles in this study to identify the most suitable virus surrogate(s).

Testing will continue for three to six months to develop a long-term dataset for the RO process at the OCWD GWRS and evaluate diurnal variability in both the concentrations and the resulting surrogate LRVs (i.e., removal values of each surrogate target observed by RO treatment). Any high degree of variability in the dataset for any of the target constituents will warrant monitoring for an additional three to six months. The project team will summarize and report the Task 2 findings in Technical Memorandum 3 (TM3).

Task 3. Data Analysis and Final MWD Report

Data analysis will be completed for all data acquired from Task 2. OCWD will prepare a Draft and Final Report containing study results, major findings, and recommendations for future action for review by City and MWD. The final report is expected to be highly useful to MWD member agencies and non-member agencies including those in California and worldwide that are considering evaluations of virus occurrence in their wastewater treatment systems and/or seeking to obtain log removal credit for potable reuse.

Additionally, a separate report written for DDW will describe the wastewater virus evaluation and propose a regulatory LRV for the OCSD treatment processes, to be reviewed by DDW and revised by OCWD accordingly. This report will be attached or incorporated into the Final City/MWD Report.

5.0 Deliverables

Task/Subtask	Deliverables	Submittal Due Date
Task 1	Technical Memorandum 1 (TM1) – OCSD wastewater virus study test plan	November 2019
Task 1	Semi-Annual Progress Report 2019 No. 1 (January 2019 – December 2019)	February 2020
Task 1	Technical Memorandum 2 (TM2) – OCWD RO integrity study test plan	February 2020
Task 2	Semi-Annual Progress Report 2020 No. 1 (January 2020 – June 2020)	August 2020
Task 2	Semi-Annual Progress Report 2020 No. 2 (July 2020 – December 2020)	February 2021
Task 2	Technical Memorandum 3 (TM3) – Preliminary Findings	April 2021
Task 3	Draft Final Report	May 2021
Task 3	Final Report	July 2021
Task 3	Presentation at Concluding Symposium	Fall 2021

6.0 Cost Estimate

The total study cost, including the MWD-required funding match (USBR grant), is shown below.

Task No.	Task Description	Total Study Cost	Requested Metropolitan Funding Match
Task 1	Project Management / Technical Planning	N/A	N/A
Task 2	Virus / Surrogate Monitoring During Wastewater and RO Treatment	\$300,000	\$150,000
Task 3	Data Analysis and Final MWD Report	N/A	N/A
Totals		\$300,000	\$150,000

7.0 Schedule

The following illustrates the expected quarterly progress schedule per task.

		Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun	Jul-Sep
		2019		2020				2021		
		Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3
Task	Task Name									
1	Technical Planning									
1	Semi-Annual Progress Reports									
2	Virus / Surrogate Monitoring									
3	Data Analysis and Final Reporting									

Reporting Schedule

- Semi-Annual Progress Report 2019 No. 1* (July 2019 – December 2019) February 15, 2020
- Semi-Annual Progress Report 2020 No. 1 (January 2020 – June 2020)..August 15, 2020
- Semi-Annual Progress Report 2020 No. 2 (July 2020 – December 2020)...February 15, 2021
- Draft Final Report May 31, 2021
- **Final Report**..... **July 31, 2021**
- Agency presentation on study findings at concluding symposium..... Fall 2021

*Semi-Annual Progress Report 2019 No.1 will also include a summary of any work conducted on or after January 8, 2019 through June 30, 2019, in accordance with Section 6.e. of this Agreement.

Exhibit B – Sample Invoice

BILL TO Metropolitan Water District of Southern California Accounts Payable Section P.O. Box 54153 Los Angeles, CA 90054-0153 AccountsPayableBusiness@mwdh2o.com		<h1 style="margin: 0;">INVOICE</h1>	
AGENCY NAME	INVOICE DATE	INVOICE NUMBER	INVOICE PERIOD
ADDRESS		STUDY NAME	
CONTACT		CONTACT PHONE	AGREEMENT NUMBER
MAXIMUM AWARD AMOUNT	AMOUNT PREVIOUSLY INVOICED		AWARD AMOUNT REMAINING
ITEMIZED EXPENSES			
TASK	DETAILED DESCRIPTION (e.g., consultant costs and hours, materials and supplies, lab costs, etc.)	COST	
TOTAL COSTS			
TOTAL ELIGIBLE COSTS (UP TO 50% OF TOTAL COSTS)			
RETENTION (25% of total eligible reimbursable costs)			
TOTAL ELIGIBLE REQUEST - RETENTION			
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 STUDY PARTNER INVOICES.			
STUDY MANAGER			

Exhibit B – Sample Invoice

BILL TO:

Metropolitan Water District of Southern
California
Accounts Payable Section
P.O. Box 54153
Los Angeles, CA 90054-0153

BUDGET Tracking

STUDY NAME	INVOICE PERIOD
	AGREEMENT NUMBER

A	B	C	D	E	F	G
TASK NUMBER AND NAME	TOTAL COSTS PAID BY MEMBER AGENCY FOR CURRENT INVOICE	ELIGIBLE REIMBURSABLE COSTS FOR CURRENT INVOICE (UP TO 50% OF B)	CUMULATIVE ELIGIBLE REIMBURSABLE COSTS (INCLUDING CURRENT INVOICE)	TOTAL AWARD AMOUNT PER EXHIBIT A SCOPE OF WORK	REMAINING AWARD BALANCE (E – D)	PERCENT COMPLETE (D/E x100%)
TOTAL						

CUMULATIVE WITHHOLDING (INCLUDING CURRENT INVOICE)	
CUMULATIVE REIMBURSABLE REQUEST (INCLUDING CURRENT INVOICE)	

Exhibit C – Semi-annual Progress Reports

Agency shall include, at minimum, the following items in the Semi-Annual Progress Reports.

1. Cover Letter

Provide a brief description of the submittal, including the amount invoiced in the respective invoice period, a list of items being submitted, and contact information. The letter must be signed and include the following language:

“I am informed and believe that the information contained in this report is true and that the supporting data is accurate and complete.”

2. Semi-Annual Progress Report

2.1 Study Status

- a) Describe work performed during the semi-annual period, by task.
- b) Describe major accomplishments, such as:
 - i. Tasks achieved
 - ii. Milestones met and deliverables completed
 - iii. Meetings held or attended
 - iv. Press release, etc.
- c) Where applicable, describe how the activities carried out differed from the plans outlined in the Study Scope of Work. Identify any problems encountered in the performance of the work under this Agreement, and how these matters were addressed.
- d) If the semi-annual period’s objectives were not met, explain why and how these goals will be approached for the next reporting period.

2.2 Cost Information

- a) Identify costs incurred during the quarter by Agency and each partnering/supporting entity working on the Study.
- b) Discuss how the actual budget is progressing in comparison to the latest Study budget. Describe any differences that occurred, identifying budget impacts and/or problems encountered, and describe how these matters will be addressed for the next reporting period.
- c) Provide a revised budget, by task, if changed from the latest Study budget.

2.3 Schedule Information

- a) Provide a Study schedule showing actual progress versus planned progress from the latest schedule.
- b) Discuss how the actual schedule is progressing in comparison to the latest Study schedule. Justify any differences that occurred, identifying schedule impacts and/or problems encountered, and describe how these matters will be addressed for the next reporting period.
- c) Provide a revised schedule, by task, if changed from the latest Study schedule.

Exhibit D – Final Report Format

Agency shall include, at minimum, the following items in the Final Report.

1. Cover Letter

Provide a brief description of the submittal, including the total amount of funds disbursed, a list of items being submitted, and contact information. The letter must be signed and include the following language:

“I am informed and believe that the information contained in this report is true and that the supporting data is accurate and complete.”

2. Final Report

2.1 Executive Summary

- a) Briefly summarize the content of the main report.

2.2 Introduction

- a) Provide an overview of the work performed and accomplishments achieved throughout the duration of the Study.
- b) Briefly describe the findings of the study.
- c) Describe the role/involvement of each partnering/supporting entity and their relationship to the Study.

2.3 Cost Summary

- a) Include a summary of the costs incurred and of funds disbursed throughout the duration of the Study.
- b) Provide a comparison between the planned budget in the Agreement and the actual budget. Justify any differences that occurred, identifying budget impacts and/or problems encountered, and how these matters were addressed.

2.4 Schedule Summary

- a) Include a summary of all tasks accomplished throughout the duration of the Study.
- b) Provide a comparison between the planned schedule in the Agreement and the actual schedule. Justify any differences that occurred, identifying schedule impacts and/or problems encountered, and how these matters were addressed.

2.5 Study Results and Analysis

- a) Describe and provide an analysis of the Study results and findings in detail.
- b) Were the Study goals and objectives as proposed achieved? Explain.
- c) Discuss any major problems that occurred in meeting the Study goals and objectives, including how, and if, they were resolved.
- d) Explain how the findings of the Study can be applied to other areas of the region. What types of obstacles, if any, would be anticipated before implementation/application can occur, and how could these matters be addressed?

2.6 Conclusion

- a) Describe lessons learned.
- b) Describe the next steps of the Study (e.g., applicability of the results, topics that may require additional research, new programs that should be developed, policy amendments, etc.).

Exhibit E – ACORD Form or Equivalent

ACORD™		CERTIFICATE OF INSURANCE		ISSUE DATE (MM/DD/YY)	
Producer _____				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
				COMPANIES AFFORDING COVERAGE	
CODE _____		SUB-CODE _____		Company Letter A	
INSURED _____				Company Letter B	
				Company Letter C	
				Company Letter D	
COVERAGES					
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR. <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$ _____ PRODUCTS-COMP/OPS AGGREGATE \$ _____ PERSONAL & ADVERTISING INJURY \$ _____ EACH OCCURRENCE \$ _____ FIRE DAMAGE (ANY ONE FIRE) \$ _____ MEDICAL EXPENSE (ANY ONE PERSON) \$ _____
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				COMBINED SINGLE LIMIT \$ _____ BODILY INJURY (PER PERSON) \$ _____ BODILY INJURY (PER ACCIDENT) \$ _____ PROPERTY DAMAGE \$ _____
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ _____ AGGREGATE \$ _____
	WORKERS COMPENSATION/EMPLOYERS LIABILITY <input type="checkbox"/> AND EMPLOYERS' LIABILITY				STATUTORY \$ (EACH ACCIDENT) \$ (DISEASE-POLICY LIMIT) \$ (DISEASE-EACH EMPLOYEE)
	OTHER <input type="checkbox"/> ERRORS AND OMISSIONS <input type="checkbox"/> CRIME OR DISHONEST BOND				\$ _____ \$ _____
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS					
METROPOLITAN, ITS OFFICERS, OFFICIALS, EMPLOYEES AND AGENTS ARE TO BE COVERED AS INSURED. INSURANCE VERIFIED ON THIS CERTIFICATE IS APPLICABLE TO AGREEMENT NO. _____					
CERTIFICATE HOLDER				CANCELLATION	
Metropolitan Water District of Southern California P.O. Box 54153, Terminal Annex Los Angeles California 90054				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.	
				AUTHORIZED REPRESENTATIVE	
ACORD				ACORD CORPORATION 1998	