



**Request for Qualifications
Strategic Planning Services**

Proposals Due by 3:00 PM on July 14, 2023

**Contact Person:
Brian Macy, PE
Assistant General Manager
(760) 660-4331 ext. 146
bmacy@mswd.org**

Mission Springs Water District / 66575 Second Street / Desert Hot Springs, CA 92240
(760) 329-6448



1.1 PURPOSE

Mission Springs Water District (MSWD or District) seeks proposals from experienced parties qualified to provide Strategic Planning Services. The Strategic Plan is envisioned to establish a long-term vision for MSWD and set a course of action for the next five years by establishing priorities, outlining actions to achieve objectives effectively, and develop a framework for reporting progress to the MSWD Board of Directors. Building upon the existing 2017 Strategic Plan, the plan should provide a summary of key objectives that will allow District departments to develop work plans to implement the Strategic Plan using key performance indicators to measure success.

Proposals will be received by MSWD, via electronic submission through the District’s PlanetBids’ Contractor/Bidding Portal at <https://pbsystem.planetbids.com/portal/39653/bo/bo-search>. Mailed, faxed or hand delivered proposals will NOT be accepted. Proposals must be submitted electronically on the PlanetBids Contractor/Bidding Portal website and accompanied by required forms and attachments to be considered.

All questions regarding this Request for Qualifications (RFQ) must be submitted via the District’s PlanetBids portal (Q&A Section). No questions will be answered that are mailed or emailed to the District.

1.2 PROJECT TIMELINE

ITEM	IMPORTANT DATES
RELEASE OF REQUEST FOR PROPOSAL	June 14, 2023
DEADLINE FOR SUBMISSION OF QUESTIONS All questions must be submitted via PlanetBids Contractor Portal	June 26, 2023
DEADLINE FOR PROPOSALS	July 14, 2023 @ 3:00 PM
INTERVIEWS (IF NECESSARY)	August 8, 2023
AWARD DATE	August 21, 2023

1.3 PROPOSAL REQUIREMENTS

The firm must submit one (1) electronic copy of the RFQ submittal via the District’s PlanetBids’ Vendor/Bidding Portal at <https://pbsystem.planetbids.com/portal/39653/bo/bo-search> to respond and conform to the overall RFQ requirements.

Proposals should be typed and uploaded on 8 1/2" x 11" size paper. Offerors should not include any unnecessarily elaborate promotional material. Lengthy narrative is discouraged, and the proposal should be brief, clear and concise. Mailed, hand-delivered, or faxed proposals will NOT be accepted.

1.4 SCOPE OF SERVICES:

It is understood that there are a variety of models and approaches available to develop a strategic planning document. MSWD encourages proposers to submit their recommended strategy with a work plan and set of deliverables that will enable the District to establish a long-term vision supported by a 5-year strategic plan that incorporates measurable, quantifiable goals, and timetables for achievement. While MSWD seeks the consultant's recommendations regarding the best process to develop an actionable strategic plan, we are seeking a scope of work that will include the following components:

- A. Community Engagement: Facilitate a community visioning process consisting of public outreach through stakeholder meetings, online survey(s), or other forums appropriate for outreach and public input. The District envisions using the information received through the community input process to assist the Board in developing the long-term vision for the District that will serve as a framework for the strategic plan and priority-setting process.
- B. Board Engagement: Develop a process and approach for gathering input from the Board of Directors including priority and goal-setting workshop(s).
- C. Employee Engagement and Involvement: Develop a process and approach for gathering employee input and ongoing engagement at all levels of the organization.
- D. Performance Monitoring: Develop methodologies for monitoring performance within the framework of the strategic plan, ensuring that priorities and goals are integrated within budget and performance metrics reporting.

To accomplish the scope requested, the consultant will need to possess the following qualifications:

- A. Experience in successfully developing consensus-based strategic plans.
- B. Experience with government, open public meetings, and working with elected officials.
- C. Strong facilitation skills.
- D. Experience soliciting input from the public, and key stakeholders/individuals from various sectors.
- E. Experience in gathering and utilizing data to inform the strategic planning process.
- F. Experience inspiring others to think innovatively.
- G. Flexibility to develop appropriate dates and timelines for working with various constituencies.
- H. Ability to attend water district board meetings and workshops as scheduled.

1.5 SUBMITTAL FORMAT

All respondents must submit qualifications and costs according to the specifications set forth below.

Cover Page/ Executive Summary:

Proposals must be signed and include a letter of introduction along with the individual/firm name, website, address, telephone number, email, and name of the person authorized to submit the proposal, along with the person's title. If the individual/firm operates from more than one location, please specify the office to which this project will be assigned. Identify all sub-contractors that will be involved. Provide an overview of the project approach, including key deliverables, benchmarks, and total cost.

Experience and Qualifications of the Individual/Firm:

Firms must describe the qualifications possessed to perform services under this engagement. Include information about pertinent prior experience, number of years the firm has been in business, and specialized expertise. Experience with California local municipalities should also be identified by



providing three (3) client references for which the proposer has provided similar services. References shall include the date and description of the service, project location, completion dates, organization's name, contact person, title, address, and telephone number.

Identify any consultants/sub-consultants that you would expect to use, noting relevant disciplines. Include resumes and information regarding those firm(s) qualifications.

Key Personnel/Staffing:

Please also include the names, education, qualifications, and years of experience of personnel to be assigned to the project during the specified project timeline and indicate what role these individuals will play in the project. Identify the principal and other key personnel and outline the organizational structure of the team and lines of authority. Neither personnel nor subcontractors shall be changed without expressed prior permission of MSWD.

Service Delivery Approach:

The proposal should contain a detailed description of the activities to be conducted by the consultant to complete the requested scope of work, including:

- A. The specific activities to be conducted at each stage
- B. A timeline for the activities at each stage
- C. Milestones and deliverables tied to those activities
- D. The proposal should include a summary of strategic planning experience and examples of similar projects. Include at least two (2) sample reports for similar projects prepared other local government agencies.

Describe any attributes that distinguish the firm or professional from others that would help MSWD in the selection process.

Cost Proposal & Acceptance of Proposed Agreement:

Provide a proposed schedule of total fees proposed for the components of the scope that you are submitting a proposal for and a listing of estimated other direct costs.

- A. Provide a detailed not-to-exceed cost budget for the entirety of the project, including basic fee structure and break-down of any other charges and hourly compensation rates related to your firm's proposal. The proposal should also include a proposed payment schedule tied to project milestones and/or deliverables.
- B. Include a statement regarding whether the District's Agreement for Professional Services is acceptable as is, or whether any modifications would be proposed (See RFQ ATTACHMENT A).

Proposals must be signed by representatives of the company who have the authority to bind the company to its provisions. The proposal or a letter accompanying the proposal must state that the quote remains valid for a period of at least ninety (90) days.

Proposals shall be prepared and submitted at the respondent's sole expense. All proposals will become the property of MSWD and will not be returned. There will be no public bid opening. Only one Proposal is to be submitted by each Firm. Multiple Proposals will result in rejection of all Proposals submitted by the Proposer. The District reserves the right to negotiate mutually acceptable service-related conditions, including cost.



Additional Instructions:

RFQ documents are available on or after the date mentioned herein (see Timeline/Important Dates) PlanetBids' Vendor/Bidding Portal at <https://pbsystem.planetbids.com/portal/39653/bo/bo-search> to respond and conform to the overall RFQ requirements. Mailed, faxed or hand-delivered proposals will NOT be accepted. Proposals must be submitted electronically on the PlanetBids Vendor/Bidding Portal website and accompanied by required forms and attachments to be considered. If the respondent experiences problems viewing this website, contact PlanetBids support online <http://home.planetbids.com/tech-support> or by phone at (818) 992-1771.

The firm's fee schedule, reimbursable and overhead costs shall accompany the proposal as Attachment A: Cost Proposal.

By submitting a proposal, the responding firm represents that it has thoroughly examined and become familiar with the work required in this RFQ and that it is capable of performing quality work to achieve the objectives of the RFQ.

Addenda:

Any MSWD changes to the requirements will be made by a written addendum to this RFP.

Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. MSWD will not be bound to any modifications or deviations from the requirements set forth in this RFP as the result of oral instructions.

Firms shall acknowledge receipt of the addendum/addenda (if any) within Attachment A (Cost Proposal & Acceptance of Proposed Agreement/Contract) in their proposals. Failure to acknowledge receipt of all addenda may cause a proposal to be deemed non-responsive. All addenda will be available on PlanetBids' Vendor/Bidding Portal.

District Contact:

All questions and /or inquiries regarding this RFQ (post-RFQ submittal deadline (i.e., RFQ selection status, etc.) shall be submitted directed to:

Amanda Lucas, Administrative Assistant - Operations
Email: alucas@mswd.org

Questions/inquiries before the submittal deadline must be submitted via the District's PlanetBids Portal (Q&A Section). No questions will be answered that are mailed or e-mailed to District Staff.

Clarifications:

Should a prospective firm require clarifications regarding the RFQ, the firm must submit questions directly via the District's PlanetBids Portal (Q&A Section). Should it be found that the point in question is not clearly and fully set forth in the RFQ, MSWD will issue a written addendum clarifying the matter(s). The written addendum will be posted via the District's PlanetBids' Vender/Bidding Portal.

Please see "Item/Important Dates" found herein for Clarifications request due date.

1.6 SELECTION PROCESS

All proposals will be reviewed by a Selection Committee. The various selection criteria are summarized below. MSWD's final selection will not be dictated on any single factor including price. A firm may be eliminated from consideration for failure to comply with any of the requirements of this RFQ, depending upon the critical nature of such requirements. Proposals will be evaluated on the criteria specified below:

- A. Experience/Qualifications of the Firm (20 Points)
Demonstrated technical experience in performing work of a similar nature; experience working with public agencies; strength and stability of the firm and proposed team. Responses of client references.
- B. Proposed Team and Organization/Staffing (20 Points)
Qualifications of proposed key personnel; logic of organization; and adequacy of labor commitment and resources to satisfactorily perform the requested services and meet the District's needs. Assigned staff's availability and accessibility, including the location of the office that will be servicing our account.
- C. Project Understanding & Approach (30 Points)
Thorough understanding of the District's requirements and objectives. Demonstrated facilitation skills in successfully working with city councils, boards, and commissions, city staff, community organizations, businesses, and citizens. Demonstrated knowledge/experience with actual development of strategic plans and implementation of possible strategies.
- D. Cost Proposal (15 Points)
Reasonableness of pricing and competitiveness of the amount compared with other proposals.
- E. Quality of Responsiveness of Proposal (15 points)
Completeness of response in accordance with the RFQ instructions.

MSWD reserves the right to accept or reject any or all proposals or to waive any defects or irregularities in the proposals or selection process.

- MSWD will review proposals, check references, and develop a short list of contractors which will be recommended for consideration.
- MSWD will review the short list, interview if necessary, and make a determination.
- Upon composing the contract terms with the firm, the contract will be scheduled (if needed) for Board of Directors' review and approval.

Oral Presentation/Interview:

Respondents who submit a proposal in response to this RFQ may be required to give an oral presentation of their proposal to the Selection Committee. This provides an opportunity for the respondent to clarify or elaborate on the proposal. These are fact-finding and explanation sessions only and do not include negotiation. MSWD will schedule the time and location of these presentations. Oral presentations are an option of MSWD and may or may not be conducted.

Standard Agreement:

MSWD provided a copy of the standard Agreement of Professional Services (Attachment A). Please review this agreement and provide the District with a written statement of your firm's willingness to accept all terms of the agreement. MSWD will require the selected firm to enter into an Agreement



of Professional Services. The firm will be required to provide and maintain all of the insurances required by the Agreement. All insurances and related expenses shall be incorporated into the firm’s proposal.

Pre-Contractual Expenses:

MSWD shall not, in any event, be liable for any pre-contractual expense incurred by Proposer in the preparation of its proposal. Pre-contractual expenses are defined as expenses incurred by Proposer in:

- Preparing its proposal in response to this RFQ
- Submitting its proposal to MSWD
- Negotiating with the District on any matter related to the proposal
- Any other expenses incurred by Proposer prior to date of award

Right to Reject All Proposals:

MSWD reserves the right to reject any or all proposals submitted, and no representation is made hereby that any contract will be awarded pursuant to this RFQ. Receipt of a proposal by the District does not constitute a contract with MSWD.

All costs incurred in the preparation of the proposal and subsequent material will be borne by Proposer. MSWD will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any cost or obligation of any kind which may be incurred by Proposer. All quotes, inquiries, responses correspondence, proposals, reports, charts, displays, schedules, exhibits, and other documentation or other information submitted to the District in response to this RFQ will become the property of MSWD and a matter of public record.

MSWD retains the right to abandon the proposal process at any time prior to the actual execution of a contract with no financial or other responsibility in the event of such abandonment. The District reserves the right to negotiate all final terms and conditions of any agreement entered into.

Other:

Severability: If any terms or provisions of this Request for Qualifications shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of this document shall remain in full force and effect.

Right to Refuse: MSWD reserves the right to retain a proposer it determines to be the most qualified (whether such proposer has submitted a qualifications statement in response to this RFQ or not) without competition if such action is deemed to be in the best interests of the District. There is no guarantee that any proposer deemed qualified through this RFQ will in fact be awarded any services by MSWD.

Assigning/Transferring of Agreement: Any successful firm is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the resulting agreement or its rights, title, or interest therein or its power to execute such an agreement to any other person, company or corporation without prior consent and approval in writing from MSWD.

ATTACHMENTS:

- A. MSWD Agreement for Professional Services



ATTACHMENT A

AGREEMENT FOR PROFESSIONAL SERVICES



Agreement for Professional Services
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240
Telephone (760) 329-6448 - FAX (760) 329-2482

For your protection, make sure that you read and understand all provisions before signing. The terms on pages 2 - 7 are incorporated in this document and will constitute a part of the agreement between the parties when signed.

TO: XXXXXXXXXXXX
XXXXXXXXXXXX
XXXXXXXXXXXX

DATE: _____

TITLE: XXXXXXXXXXXXXXXXXXXX

The undersigned Consultant agrees to furnish the following:

All Work/Services per the attached Exhibit A – Scope of Work and in accordance with Exhibit B – Proposal provided by CONSULTANT, and per Exhibit C – Term, Early Termination & Notice

Contract price \$: Not to Exceed \$XXXXX

Term: XXXXX (xx) days from the effective Agreement DATE above

Instructions: Sign and return via email. Upon acceptance by Mission Springs Water District, a copy will be signed by its authorized representative(s) and promptly returned to you. Insert the names of your authorized representative(s) below.

Accepted:
Mission Springs Water District

Consultant:
XXXXXXXXXXXXXXXXXXXX
(Business Name)

By: _____
Arden Wallum
Title General Manager

By: _____
XXXXXXXXXXXX
Title XXXXXXXXXXXX

Other authorized representative(s):

XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX

Other authorized representative(s):



Consultant agrees with the Mission Springs Water District that:

- a. When the law establishes a professional standard of care for Consultant’s services, to the fullest extent permitted by law, Consultant will immediately defend, indemnify and hold harmless Mission Springs Water District, its directors, officers, employees, and authorized volunteers from all claims and demands of all persons that arise out of, pertain to, or relate to the Consultant’s negligence, recklessness, or willful misconduct in the performance (or actual or alleged non-performance) of the work under this agreement. Consultant shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of Consultant’s performance or non-performance of the work hereunder and shall not tender such claims to Mission Springs Water District nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity.
- b. Other than in the performance of professional services, to the fullest extent permitted by law, Consultant will immediately defend, indemnify and hold harmless Mission Springs Water District, its directors, officers, employees and authorized volunteers from all claims and demands of all persons arising out the performance of the work or furnishing of materials; including but not limited to, claims by the Consultant or Consultant’s employees for damages to persons or property except for the sole negligence or willful misconduct or active negligence of Mission Springs Water District, its directors, officers, employees, or authorized volunteers.
- c. By his/her signature hereunder, Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and that Consultant will comply with such provisions before commencing the performance of the professional services under this agreement. Consultant and sub-consultants will keep workers’ compensation insurance for their employees in effect during all work covered by this agreement.
- d. Consultant will file with Mission Springs Water District, before beginning professional services, a certificate of insurance satisfactory to Mission Springs Water District evidencing professional liability coverage of not less than \$1,000,000 per claim and \$2,000,000 annual aggregate, that coverage shall not be cancelled except with notice to Mission Springs Water District. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-: VII, or equivalent, or as otherwise approved by Mission Springs Water District. The retroactive date (if any) is to be no later than the effective date of this agreement. Consultant shall maintain such coverage continuously for a period of at least five (5) years after the completion of the contract work. Consultant shall purchase a five-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. In the event that the Consultant employs other consultants (sub-consultants) as part of the work covered by this agreement, it shall be the Consultant’s responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.

- e. Consultant will file with Mission Springs Water District, before beginning professional services, certificates of insurance (Acord Form 25 or equivalent) satisfactory to Mission Springs Water District evidencing

Coverage – Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto)

Limit – The consultant shall maintain limits no less than the following

1. General liability - coverage of not less than two million (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater for bodily injury, personal injury and property damage; (\$4,000,000 general and products-completed operations aggregate (if used)).
2. Auto liability - One million dollars \$1,000,000 for bodily injury and property damage each accident limit.
3. Workers' compensation (statutory limits) and employer's liability (\$1,000,000) (if applicable).

Required Provisions –

- The general liability coverage shall give Mission Springs Water District, its directors, officers, employees (collectively the District), and authorized volunteers insured status (via ISO endorsement at least as broad as CG 2010 1185 or **both** CG 20 10 plus CG 20 37 if a later editions is used) specifically naming the Mission Springs Water District, its directors, officers, employees, or authorized volunteers; or using the language that states "as required by written contract."
- The general liability coverage is to state or be endorsed (with as broad as ISO endorsement CG 20 01 04 13) to state "such insurance shall be primary, and any insurance, self-insurance or other coverage maintained by Mission Springs Water District, its directors, officers, employees, or authorized volunteers shall not contribute to it".
- Coverage is to be placed with a carrier with an A.M. Best rating of no less than A- VII, or equivalent, or as otherwise approved by Mission Springs Water District.
- The coverage shall contain no special limitations on the scope of protection afforded to Mission Springs Water District, its directors, officers, employees, or authorized volunteers.

- In the event that the Consultant employs other consultants (sub-consultants) as part of the work covered by this agreement, it shall be the Consultant’s responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.

- f. If any of the required coverages expire during the term of this agreement, the Consultant shall deliver the renewal certificate(s) to Mission Springs Water District at least ten (10) days prior to the expiration date.

- g. Consultant shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted on Page 1 as “other Authorized Representative(s).”

- h. Payment, unless otherwise specified on Page 1, is to be within thirty (30) days after acceptance by Mission Springs Water District.

- i. Professional permits required by governmental authorities will be obtained at Consultant’s expense, and Consultant will comply with applicable local, state and federal regulations and statutes including but not limited to Cal/OSHA requirements.

- j. Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by a supplemental agreement executed by Mission Springs Water District. Consultant’s “Authorized Representative(s)” has (have) the authority to execute such written change for Consultant.

- k. Unless otherwise agreed upon in writing, all reports, documents, or other written material, including any documents, images, photographs, video files, or other media created or developed by Consultant as part of the services required hereunder (“Written Products”) shall be considered to be “works made for hire”, and all Written Products and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and all other proprietary rights, shall be and remain the property of Mission Springs Water District without restriction or limitation upon their use, duplication or dissemination by Mission Springs Water District, except as otherwise provided herein. Consultant shall not obtain or attempt to obtain copyright protection as to any of the Written Products.

- l. Consultant hereby assigns to Mission Springs Water District all ownership and any and all intellectual property rights to the Written Products that are not otherwise vested in Mission Springs Water District pursuant to section above.

- m. Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to the Consultant by the Mission Springs Water District or other information to which the Consultant has had access during the term of this Agreement without the prior written approval of an Authorized

Representative during the term of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.

- n. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by the Mission Springs Water District or the Authorized Representative. The Consultant shall maintain adequate records on services provided in sufficient detail to permit an evaluation of service. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. At all times during regular business hours, Consultant shall provide access to such books and records to the Authorized Representative or his or her designees, and shall give the Authorized Representative or his or her designees the right to examine and audit such books and records and to make transcripts as necessary, and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement.
- o. This Agreement is personal to the Consultant. Any attempt to assign or subcontract any right or obligation hereunder by the Consultant shall be void unless approved in writing in advance by the Authorized Representative. Consultant's services pursuant to this Agreement shall be provided by the representative or directly under the supervision of the representative and Consultant shall not assign another to supervise the Consultant's performance of this Agreement without the prior written approval of the Mission Springs Water District, by and through the Authorized Representative.
- p. Consultant shall not maintain, commit, or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement.
- q. Consultant agrees to be familiar with and comply with all applicable federal, state, and local conflict of Interest laws, including, but not limited to, the Political Reform Act (California Government Code Sections 81000, et seq.) and California Government Code Section 1090. During the term of this Agreement, Consultant shall retain the right to perform similar services for other clients, but Consultant and its officers, employees, associates and subcontractors shall not, without the prior written approval of the Authorized Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.
- r. A waiver by the Mission Springs Water District of any breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement whether of the same or different character.
- s. The Consultant shall commence, carry on, and complete all required tasks with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and generally accepted industry standards.

- t. No Third-Party Beneficiaries. The Mission Springs Water District shall not be obligated or liable under this Agreement to any party other than the Consultant.
- u. In no event shall the making by the Mission Springs Water District of any payment to the Consultant constitute or be construed as a waiver by the Mission Springs Water District of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the Mission Springs Water District while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Mission Springs Water District with regard to such breach or default.
- v. If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement, the prevailing Party shall be entitled to receive from the losing Party all costs and expenses in such amount as the courts may determine to be reasonable. In awarding the cost of litigation, the court shall not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' and experts' fees paid or incurred in good faith.
- w. In the performance of the work required by this Agreement, Consultant shall abide by and conform with and to any and all applicable laws of the United States and the State of California, and with the local County and Municipal Code, ordinances, regulations and policies.
- x. If any part, term, or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.
- y. The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be the Superior Court of Riverside County, California.
- z. This Agreement represents the entire Agreement between the Mission Springs Water District and Consultant with respect to the subject matter hereto and supersedes all prior oral or written negotiations, representations or agreements. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns. In the event of any inconsistency between the provisions of this Agreement and Consultant's proposal or Quote, and Exhibits hereto, the provisions of this Agreement shall control.
- aa. Precedence of Exhibits. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.
- bb. Consultant will act hereunder as an independent contractor. This agreement shall not and is not intended to constitute Consultant as an agent, servant, or employee of the Mission Springs Water



District and shall not and is not intended to create the relationship of partnership, joint venture or association between the Mission Springs Water District and Consultant.

- cc. Each of the signatories herein hereby represents that he or she has the authority to execute the Agreement on behalf of his or her contracting party.