

**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: **MDN Water Management Services Inc.** DATE: January 1, 2025
428 Hammacksville Road
Trenton, KY 42286 PROJECT DIR#: N/A

TITLE: **Administrative and Water Management Services**

The undersigned Consultant agrees to furnish the following:

All Work/Services per the attached Exhibit A – Proposal and in accordance with Exhibit B – Cost Proposal provided by MDN Water Management Services Inc, and per Exhibit C – Term, Early Termination & Notice

Contract price \$: Not to Exceed \$140,000.00

Term: One (1) year from the effective date above

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

Accepted:	Consultant:
<u>Mission Springs Water District</u>	<u>MDN Water Management Services Inc</u>
	(Business Name)

By: <u>Brian E. Macy, PE</u>	By: <u>Mike Nusser</u>
Title <u>General Manager</u>	Title <u>Chief Executive Officer, Principal</u>

Other authorized representative(s):	Other authorized representative(s):
<u>Marion Champion</u>	<u>Katrina Nusser</u>
<u>Assistant General Manager</u>	<u>Chief Financial Officer, Secretary</u>
<u>Amanda Lucas</u>	
<u>Contracts Analyst</u>	

Consultant agrees with the Mission Springs Water District that:

- a. Consultant and District agree that District, its directors, officers, employees, and authorized volunteers should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by Consultant or any subconsultant or agent of either as set forth herein. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to District. Consultant acknowledges that District would not enter into this Agreement in the absence of the commitment of Consultant to indemnify and protect District as set forth herein.
- b. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold harmless District, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by District, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of, or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. Consultant's obligation to defend, indemnify and hold harmless shall include any and all claims, suits, and proceedings in which Consultant (and/or Consultant's agents and/or employees) is alleged to be an employee of District. All obligations under this provision are to be paid by the Consultant as they are incurred by District.
- c. Without affecting the rights of District under any provision of this Agreement or this Section, Consultant shall not be required to indemnify and hold harmless District as set forth above for liability attributable solely to the fault of District, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.
- 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. The 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. Verification of Coverage – Consultant shall furnish the District with certificates and amendatory endorsements, or copies of the applicable policy language affecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.
- f. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees, or sub-consultants. 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 shall be at least as broad as the following:

1. **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least 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. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as ISO CG 25 03, or ISO CG 25 04 endorsements provided to District), or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability** - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if the Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the Mission Springs Water District, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency; but this provision applies regardless of whether or not the Mission Springs Water District has received a waiver of subrogation from the insurer. Consultant 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 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. Sole proprietors with no employees, acknowledge that they are not subject to the Workers' Compensation Act of the State of California and agree to complete a signed workers compensation exemption form.

If Claims Made Policies:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

Required Provisions –

- **Additional Insured Status:** Mission Springs Water District, its directors, officers, employees, and authorized volunteers or using the language that states "as required by written contract." are to be given insured status (at least as broad as ISO Form CG 20 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.
- **Primary Coverage:** For any claims related to this project, the consultant's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the District, its directors, officers, employees, and authorized volunteers. Any insurance or self-

insurance maintained by the District, its directors, officers, employees, and authorized volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.

- Consultant shall require and verify that all sub-consultants maintain insurance meeting all requirements stated herein, and Consultant shall ensure that Mission Springs Water District its directors, officers, employees, and authorized volunteers are an additional insured on Commercial General Liability Coverage.
 - 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.
- g. 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.
- h. 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)."
- i. Payment, unless otherwise specified on Page 1, is to be within thirty (30) days after acceptance by Mission Springs Water District.
- j. Consultant hereby specifically represents and warrants to District that it possesses the qualifications and skills necessary to perform the services under this agreement in a competent and professional manner, without the advice or direction of District and that the services to be rendered pursuant to this agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the state of California. Consultant further represents and warrants that it possesses all required licenses necessary or applicable to the performance of the services under this agreement. 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.
- k. 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.
- l. 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. The Consultant shall not obtain or attempt to obtain copyright protection as to any of the Written Products.
- m. District shall hold all intellectual property rights to any data, materials, digital information, and Written Products stored and/or developed pursuant to this agreement. Consultant hereby assigns to Mission Springs Water District all ownership and any and all intellectual property rights to the data, materials, digital information and Written Products that are not otherwise vested in Mission Springs Water District pursuant to section above.
- n. 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.

- o. 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.
- p. 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.
- q. Consultant shall not maintain, commit, or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement.
- r. 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 subconsultants 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 subconsultants to abstain from a decision under this Agreement pursuant to a conflict-of-interest statute.
- s. 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.
- t. 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.
- u. 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.
- v. 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.
- w. 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.

- x. 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.
 - y. 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.
 - z. The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, the venue shall be the Superior Court of Riverside County, California.
 - aa. 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.
 - bb. 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.
 - cc. Consultant will act hereunder as an independent consultant. 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.
 - dd. 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.
 - ee. Consultant shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the District. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by the District to the Consultant under this Agreement shall not exceed the contract price specified on Page 1.
1. Consultant shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the District, in writing.
 2. Consultant shall submit to District, on or before the fifteenth (15th) of each month, itemized invoices for the Services rendered in the previous month. The District shall not be obligated to pay any invoice that is submitted more than sixty (60) days after the due date of such invoice. The District shall have the right to review and audit all invoices prior to or after payment to Consultant. This review and audit may include, but not be limited to District's:
 - i. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;
 - ii. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;
 - iii. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If the District determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, District shall either return the bill to Consultant with a request for explanation or adjust the payment accordingly and give notice to Consultant of the adjustment.
 3. If the work is satisfactorily completed, District shall pay such invoice within thirty (30) days after acceptance by Mission Springs Water District. Should the District dispute any portion of any invoice,

District shall pay the undisputed portion within the time stated above, and at the same time advise Consultant in writing of the disputed portion.

- ff. In the event the Consultant performs additional or different services than those described herein without the prior written approval of the Project Manager, Consultant shall not be compensated for such services. Consultant expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the District in writing.
- gg. Consultant shall promptly advise the Project Manager as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the District.
- hh. Consultant shall perform all services in accordance with the terms and conditions of this agreement and the proposal. In the event that the terms of the proposal conflict with the terms of this agreement or contain additional terms that purport to bind the District, the terms of this agreement shall govern and said additional or conflicting terms shall be of no force or effect.



Mission Springs Water District



Proposal to Provide:

Administrative and Water Management Services

Submitted by:



MDN Water Management Services Inc.
428 Hammacksville Road
Trenton, KY 42286
(951) 259-2923
mike@mdn-wms.com
www.mdn-wms.com



Proposal to Provide:
Administrative and Water
Management Services



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EXECUTIVE SUMMARY

November 22, 2024

Marion Champion
Assistant General Manager
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240

RE: Proposal to Provide Administrative and Water Management Services

Dear Mrs. Champion,

Thank you for the opportunity to submit our proposal to provide administrative and water management services and support for the Mission Springs Water District (MSWD). We are excited about the opportunity to continue our successful working relationship with MSWD and look forward to continuing to be a part of the team that develops and implements the future vision and direction of MSWD.

With over 25 years of experience covering a broad range of knowledge of the water and wastewater industry, MDN Water Management Services Inc. will continue to be a valued asset to your organization. Continuing to build on our successful working relationship with MSWD over the last three years is very important to us and MDN Water Management Services Inc. is dedicated to the mission, vision, and strategic goals of MSWD.

MDN Water Management Services Inc. is committed to providing the highest quality work products and innovative solutions that are personalized and tailored to your organization's needs. We believe in doing the job right the first time, on schedule and budget, and can perform as an integral part of any team. We also believe that successful projects and programs are the result of a well-managed and motivated team.

MDN Water Management Services Inc. has all of the necessary skills and experience in-house to perform all the tasks listed in the Scope of Services of this Request for Qualifications and will not require the use of any subconsultants for this work.



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I will personally serve as the project manager for this contract, and as the Chief Executive Officer and Principal of MDN Water Management Services Inc., I am fully authorized to legally bind MDN Water Management Services Inc. in agreements with MSWD. This quote remains valid for a period of at least ninety (90) days. Please contact me at 951-259-2923, or via email at mike@mdn-wms.com, if you have any questions or would like to discuss our professional qualifications further. I look forward to continuing our successful working relationship to meet the short- and long-term needs of MSWD.

Sincerely,

A handwritten signature in blue ink, which appears to read "Michael D. Nusser". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Michael D. Nusser
Chief Executive Officer, Principal

MDN Water Management Services Inc.
428 Hammacksville Road
Trenton, KY 42286
951-259-2923
mike@mdn-wms.com
www.mdn-wms.com



Proposal to Provide: Administrative and Water Management Services



EXPERIENCE AND QUALIFICATIONS OF THE FIRM

Company Background

MDN Water Management Services Inc. is a veteran- and employee-owned company founded by Mike Nusser, a former public water agency employee with more than 25 years of experience in managing and administering water- and wastewater-related projects and programs. Mike founded MDN Water Management Services Inc. in 2023 with the goal of continuing and expanding the successful working relationship established with the Mission Springs Water District (MSWD) providing general administrative and water management services and support in achieving MSWD's short- and long-term strategic goals.

Over the last 25 years, Mike has been able to quickly adapt and learn a variety of skill sets while maintaining the highest performance standards within a diverse range of functions, which is clearly illustrated by past successes. These accomplishments are derived from exceptional interpersonal and communication skills, strong attention to detail, and unparalleled work ethic. Mike has been able to leverage past successful experiences in water resources management to provide services and support including, but not limited to, the following:

- General Administration Services
- Technical Writing and Report Writing
- Grant Applications, Management, and Reporting
- Water Resources Management and Reporting
- Data Management, Analysis, and Reporting
- Permitting and Regulatory Compliance
- Financial Management and Reporting

MDN Water Management Services Inc. is committed to providing the highest quality work products and innovative solutions that are personalized and tailored to your organization's needs. We believe in doing the job right the first time, on schedule and budget, and can perform as an integral part of any team. We also believe that successful projects and programs are the result of a well-managed and motivated team.

MDN Water Management Services Inc. is dedicated to the success of your organization and will pledge to devote our time and efforts to ensuring the success of every project undertaken on your organization's behalf.

MDN Water Management Services Inc. has all of the necessary skills and experience in-house to perform all the tasks listed in the Scope of Services of this Request for Qualifications and will not require the use of any subconsultants for this work.



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References and Similar Work

Starting in August 2021 to the present day, staff from MDN Water Management Services Inc. have successfully performed and/or completed the following tasks and projects for the benefit of the Mission Springs Water District (MSWD) working as a temporary employee and consultant.

Mission Springs Water District

Brian Macy, General Manager
66575 Second Street
Desert Hot Springs, CA 92240
760-329-6448
bmacy@mswd.org

Grant Management and Compliance Monitoring Services

West Valley Water Reclamation Program (June 2023-Present)

- Recently assumed lead duties for coordination with the State Water Resources Control Board (SWRCB) regarding past and future reimbursement requests for the Wright Regional Water Reclamation Facility (RWRF), RWRF Conveyance Line, and Area M-2 Septic to Sewer phases of the program.
- Phase 1 – RWRF Construction
 - Reconciled, compiled, and prepared the invoice and timecard backup documentation for quarterly reporting and disbursement requests to the State Water Resources Control Board (SWRCB).
 - Prepared and submitted quarterly reporting and disbursement requests to the SWRCB.
- Phase 3 – RWRF Conveyance Line
 - Reconciled, compiled, and prepared the invoice and timecard backup documentation for quarterly reporting and disbursement requests to the SWRCB.

Advanced Metering Infrastructure (AMI) Implementation Program (October-December 2021)

- Completed reconciliation of the previous quarterly reporting, and prepared and submitted the Final Grant Report to the U.S. Bureau of Reclamation (USBR) for grant close out.

AMI Pilot Program (January-March 2022)

- Completed compilation and analysis of meter reads to create graphs of consumption data for comparison to show the impact to conservation by the AMI Pilot Program for the California Department of Water Resources (DWR).



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Heavy Equipment Replacement – Unit 367 (May 2023-Present)

- Successfully prepared and submitted a grant application to the South Coast Air Quality Management District (AQMD) under the 2023 Carl Moyer Program for heavy equipment replacement.
- Currently coordinating and managing the compliance and reporting for the grant.

Recycled Water Program – Phase 1 (October 2024-Present)

- Currently compiling and preparing a grant application for submission to the State Water Resources Control Board (SWRCB) under Proposition 4 for a Recycled Water Program – Phase 1 at the Horton Wastewater Treatment Plant.

Annual Budget Document Creation (March 2022-Present)

- Completed compilation and preparation of the Annual Operating & Capital Budget Documents for Fiscal Years 2023, 2024, and 2025.
- Developed and implemented new formatting and content for continuous improvement to the Annual Operating & Capital Budget Documents to meet the standards set by the Government Finance Officers Association (GFOA).
- Assisted the District in receiving their first ever Distinguished Budget Presentation Award from the GFOA for the Annual Operating & Capital Budget Document for Fiscal Year 2024.
- Assisted the District in receiving their second Distinguished Budget Presentation Award from the GFOA for the Annual Operating & Capital Budget Document for Fiscal Year 2025.

Annual Consolidated Financial Reporting (August 2023-Present)

- Compiled, developed, and implemented a 10-Year Statistical Section for the Annual Consolidated Financial Report for Fiscal Year 2023 to meet the standards set by the GFOA.
- Assisted the District in submitting for their first ever Certificate of Achievement for Excellence in Financial Reporting from the GFOA for the Annual Consolidated Financial Report for Fiscal Year 2023.
- Initiated updates and continuous improvements for the 10-Year Statistical Section for the Annual Consolidated Financial Report for Fiscal Year 2024.

Monthly General Manager Report (August 2021-Present)

- Developed and implemented new formatting and continuous improvements for the monthly General Manager's Report (GM Report).
- Consistently compiled, prepared, and submitted the monthly GM Report for inclusion in the Board of Directors' meeting packet, ensuring timely and accurate delivery for each monthly meeting.



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Permitting and Regulator Compliance (December 2023-September 2024)

Tropical Storm Hillary Pipeline Repairs at 13th Avenue, Thomas Avenue, and Mission Lakes Boulevard.

- Successfully coordinated, prepared, and submitted applications and notifications for a Regional General Permit 63 for Repair and Protection Activities in Emergency Situations to the following agencies.
 - U.S. Army Corps of Engineers
 - Regional Water Quality Control Board – Colorado River Region
 - California Department of Fish & Wildlife
 - County of Riverside
- Successfully compiled, prepared, and submitted the Final Completion Reports and notifications for a Regional General Permit 63 for Repair and Protection Activities in Emergency Situations to the following agencies.
 - U.S. Army Corps of Engineers
 - Regional Water Quality Control Board – Colorado River Region
 - California Department of Fish & Wildlife
 - County of Riverside

Data Management and Reporting (November 2023-Present)

Wastewater Treatment & Disposal Compliance

- Currently in the process of developing and implementing a database to streamline the management and reporting of flow and water quality data from the wastewater treatment plants, and level and water quality data from the monitoring wells, for regulatory compliance and reporting to the Regional Water Quality Control Board – Colorado River Region.
- Successfully developed an application that takes a CSV file from Babcock and Clinical Laboratories and creates an Excel file that can be directly uploaded to the database without any manual data entry.
- Currently in the process of developing and implementing a spreadsheet to streamline the process control of the wastewater treatment plants.

Water Production

- Currently in the process of developing and implementing a database to streamline the management and reporting of well construction, groundwater level, groundwater production, and groundwater quality data for the MSWD production and monitoring wells.

ERP and Budget Software Implementation Support (November 2024-Present)

Recently began assisting MSWD staff in the implementation and integration of Enterprise Resource Planning (ERP) and OpenGov budget software platforms to include providing



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strategic guidance, managing communication efforts, developing user-friendly training materials, and ensuring consistent messaging to internal stakeholders.

Accounting Data Entry and Analysis (November 2024-Present)

Recently began assisting MSWD staff with accounting data entry and analysis to include payroll timecard entry and analysis.

Other Administrative and Water Management Services

Administrative Code (December 2022-October 2023)

- Reviewed and compiled all of MSWD's ordinances and resolutions from 1953 to present.
- Developed and prepared a draft Administrative Code for legal review and comment.

Sewer Service Agreement (February 2023-Present)

- Developed and prepared a draft Sewer Service Agreement by and between MSWD and Coachella Valley Water District (CVWD) for legal review and comment.
- Continued negotiations with CVWD on behalf of MSWD with regard to the Sewer Service Agreement.

Sustainable Groundwater Management Act (November 2021-March 2022)

- Provided review and comment on the Groundwater Sustainability Plan (GSP) and Annual Reports for the San Geronio Pass Subbasin.
- Provided review and comment on the Alternative Plan Update and Annual Reports for the Mission Creek Subbasin.
- Provided review and comment on the Alternative Plan Update and Annual Reports for the Indio Subbasin.

District Website (September 2021-February 2022)

- Developed and implemented a Water Resources Management section for the new MSWD website to include distinct pages for the following District activities:
 - Integrated Regional Water Management Planning (IRWM)
 - Urban Water Management Planning (UWMP)
 - Sustainable Groundwater Management Act (SGMA)
 - Salt and Nutrient Management Planning (SNMP)



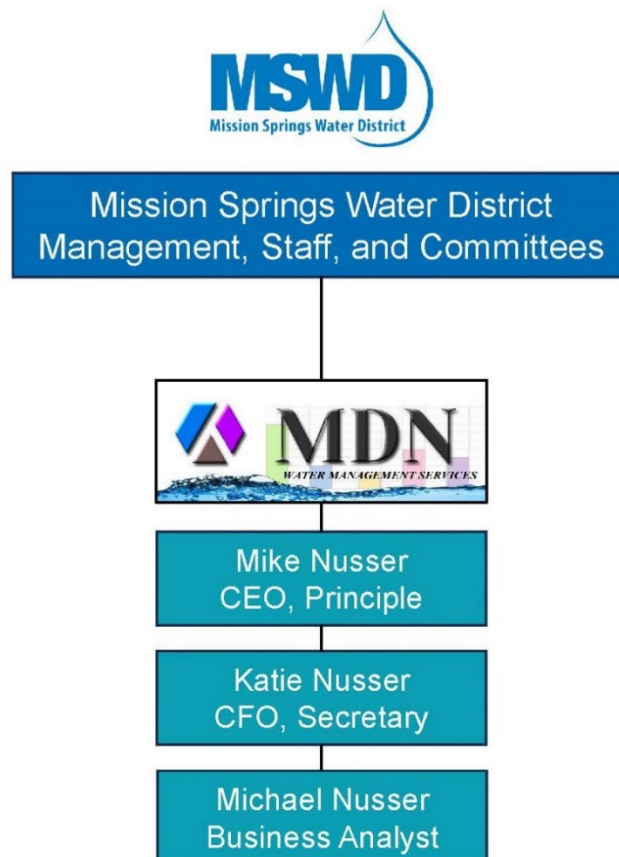
Proposal to Provide:
Administrative and Water
Management Services



KEY PERSONNEL/STAFFING

MDN Water Management Services Inc. is a veteran- and employee-owned company with staff that are fully qualified based on experience and background, which is clearly illustrated by past successes. These accomplishments are derived from exceptional interpersonal and communication skills, strong attention to detail, and unparalleled work ethic. MDN Water Management Services Inc. is committed to providing the highest quality work products and innovative solutions that are personalized and tailored to your organization's needs. We believe in doing the job right the first time, on schedule and budget, and can perform as an integral part of any team.

All work will be performed by the employee-owners of MDN Water Management Services Inc. as shown below and will not require the utilization of any subconsultants. There is one single-most distinguishing attribute that sets MDN Water Management Services Inc. apart from any other applicant as the most logical and beneficial choice for Mission Springs Water District. Over the last three years, MDN Water Management Services Inc. has been successfully performing every task listed in the Scope of Services of this Request for Qualifications. We look forward to continuing our mutually beneficial relationship with MSWD.





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Mike Nusser
Chief Executive Officer, Principal

Role

Mike will personally provide the day-to-day communication and management of all services and support provided to the Mission Springs Water District (MSWD). In addition to being the primary point of contact for MSWD, Mike will also be responsible for delivering quality work products, attending meetings, and continuously working closely with MSWD's management and staff to successfully meet desired goals. Mike has over 25 years of experience as an employee of public water agencies, successfully performing various duties across multiple disciplines.



Professional History

2024-Present: MDN Water Management Services Inc. – CEO, Principal
2007-Present: Mount San Jacinto College – Water Technology Instructor
2021-2024: Mission Springs Water District – Temporary Employee
2017-2020: Coachella Valley Water District – Water Resources Associate
1999-2017: Eastern Municipal Water District – Water Resources Planning Manager
1987-1992: United States Navy – Aviation Storekeeper (Avionics Logistics)

Education

1993-1998: California State University San Bernardino

- Bachelor of Science Degree – Biology
- Minor – Chemistry

1981-1985: John W. North High School, Riverside, CA

- Diploma – General Education
- Varsity Cross County, Wrestling, Track & Field

Skills & Abilities

- Outstanding communication skills, both oral and written
- Superb organization, multi-tasking, and project management skills
- Unparalleled customer service skills
- Expert in Microsoft Word, Excel, and Powerpoint software
- Skillful in ESRI ArcGIS software
- Types 62 words per minute



Proposal to Provide:
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Katie Nusser
Chief Financial Officer, Secretary

Role

Katie provides the administration and management of MDN Water Management Services Inc. and provides additional general administrative, accounting, and quality assurance and quality control (QA/QC) support on select projects. Katie has over 30 years of experience performing multiple positions in the real estate and property management industries, with proven skills and abilities for outstanding office management.



Professional History

2024-Present: MDN Water Management Services Inc. – CFO, Secretary
2021-2024: BHHS PenFed Realty – Accounting and Maintenance Coordinator
2007-2020: Diane Realty Group – Licensed Realtor/Transaction Coordinator
2002-2007: Coldwell Banker – Office Manager
1993-1999: Realty Executives – Executive Assistant

Education

1983-1987: Woodcrest Christian High School, Riverside, CA

- Diploma – General Education
- Varsity Softball

Leadership

2019: Volunteer of the Year – Perris Union High School District
2014-2020: Cross Country Team Parent – Paloma Valley High School
2013-2017: School Site Council – Paloma Valley High School
2005-2008: PTA President – Moreno Elementary School

Skills & Abilities

- Outstanding organization and management skills
- Superb organization, multi-tasking, and project management skills
- Unparalleled customer service skills
- Skillful in Microsoft Word and Excel



Proposal to Provide:
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Michael Nusser
Business Analyst

Role

Michael is our newest addition to MDN Water Management Services Inc. with the intent of expanding our day-to-day data entry, data analysis, quality assurance and quality control (QA/QC), and accounting services provided to our clients. Michael has multiple years of experience in data entry and budget analysis in the restaurant industry, and has proven attention to detail skills he will utilize to ensure the most accurate analysis at MDN Water Management Services, Inc.



Professional History

2024-Present: MDN Water Management Services Inc – Business Analyst

2020-2022: On the Border – Manager in Training, Food Server, Bartender

Education

2017-2024: William Jessup University, Rocklin, CA

- Bachelor of Science Degree – Business
- Concentration – Finance & Accounting
- Cross Country and Track & Field

2013-2017: Poloma Valley High School, Menifee, CA

- Diploma – General Education
- Graduated with Honors
- Varsity Cross County and Track & Field

Skills & Abilities

- Outstanding communication skills, both oral and written
- Excellent organization, multi-tasking, and project management skills
- Superior customer service skills
- Skillful in Microsoft Word, Excel, and Powerpoint
- Types 65 words per minute

EXHIBIT B



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ATTACHMENT A – COST PROPOSAL

Cost Proposal

All MDN Water Management Services Inc. staff track hours to 15-minute increments so that we can provide a fair and accurate cost for the tasks assigned. All MDN Water Management Services Inc. services and support activities are invoiced on a time and materials basis at a rate of \$94.00 per hour as shown in the table below.

FEE SCHEDULE	
Scope of Services	Hourly Rate
Grant Management and Compliance Monitoring Services	\$94
Annual Budget Document Creation	\$94
Annual Consolidated Financial Reporting	\$94
Monthly General Manager Report	\$94
Permitting and Regulatory Compliance	\$94
Data Management and Reporting	\$94
ERP and Budget Software Implementation Support	\$94
Accounting Data Entry and Analysis	\$94
Other General Administrative and Water Management Services as Needed	\$94

Any necessary materials, reimbursables, and overhead costs will be invoiced at cost without any markup.

This quote remains valid for a period of at least ninety (90) days.

Acceptance of Proposed Agreement

MDN Water Management Inc. concurs that the District's Agreement for Professional Services is acceptable as is, without modification (RFQ EXHIBIT A).

Acknowledgement of Receipt of Addendum/Addenda

MDN Water Management Inc. acknowledges receipt of the addendum released by email on November 19, 2024, containing Q&A Set 1.

EXHIBIT C

Term, Early Termination & Notice

Administrative and Water Management Services

A. Term of Agreement

This professional services agreement shall be effective upon approval by the parties thereof and shall expire upon one (1) year from the effective Agreement DATE therein. This contract also terminates and replaces any previous agreements between the Mission Springs Water District and MDN Water Management Services Inc for Administrative and Water Management Services in force prior to the effective date of this agreement.

B. Early Termination of Agreement

This agreement may be terminated at any time upon a thirty (30) day written notice from either party, and without fault or claim for damages by either party.

C. Notice

All correspondence and Notices will be sent to the following addresses as noted below for Mission Springs Water District and MDN Water Management Services. Inc.

OWNER

Attn: Marion Champion
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240
mchampion@mswd.org

CONSULTANT

Attn: Mike Nusser
MDN Water Management Services Inc.
428 Hammacksville Road
Trenton, KY 42286
mike@mdn-wms.com