



REQUEST FOR PROPOSALS FOR
AUDIT SERVICES

Release Date: April 3, 2023

Submission Deadline: May 19, 2023. 3:00pm

Contact Person: Kathryn Wuelfing, Assistant General Manager

Mid-Peninsula Water District
1075 Old County Road, Suite A
Belmont, CA 94002
www.midpeninsulawater.com

Release Date: Monday, April 3, 2023

Closing Date: Friday, May 19, 2023, 3:00 PM, late proposals **will not** be considered.

Contact Person: Kathryn Wuelfing, Assistant General Manager
Email: kwuelfing@midpeninsulawater.org
Phone: 650.591.8941

Mid-Peninsula Water District
1075 Old County Road, Suite A
Belmont, CA 94002

PURPOSE:

Mid-Peninsula Water District (District), a public agency responsible for water distribution in Belmont, CA, a small portion of San Carlos, CA and unincorporated San Mateo County, requests proposal responses from highly-qualified and experienced independent certified public accounting firms (Proposing Firm) to audit and report on the financial position and internal controls of the District. Such firms must possess the required license(s) to practice in the State of California and regularly practice in local government audits (particularly special districts).

All proposals must remain valid for ninety (90) days from the due date.

The District operates on a July 1 – June 30 fiscal year. The District anticipates a three-year base term audit service agreement, with the option to extend the agreement for two additional years, subject to annual review by the District beginning with the fiscal year ending June 30, 2023. Additional information about the District, including budgets and past audit reports can be found on the District website at www.midpeninsulawater.org.

Please read this entire RFP package and include all requested information in your proposal.

SCOPE OF SERVICES: ANNUAL AUDIT

- 1) Perform Audit of Financial Statements and Prepare Auditor's Report
 - a. Audit the District's financial statements in accordance with Generally Accepted Accounting Principles, as set forth by AICPA, GASB, and in accordance with the "Minimum Audit Requirements and Reporting Guidelines for California Special Districts", as required by the California State Controller's Office.
 - b. Prepare Auditor's Report that includes the following:
 - i. Statement of Net Position
 - ii. Statement of Revenues, Expenses, and Changes in Net Position
 - iii. Statement of Cash Flows
 - iv. All Financial Statements to include prior year for comparative purposes
 - v. Required Footnotes to Financial Statements
 - vi. GASB 68 & 75 Required Supplementary Information
 - vii. Auditor's opinion on the financial statements and required supplementary information
- 2) State Controller's Report:
 - a. Pursuant to Government Code 53891, prepare Annual Audit Report of Financial Transaction of Special District and submit to the California State Controller's Office by State Deadline
- 3) Management Letter

- a. Prepare letter that includes recommendations for improvements in internal controls, accounting procedures, and other significant observations that are non-reportable conditions. Management letter shall be addressed to the General Manager.
- 4) Management Report
 - a. Prepare a report of any reportable conditions, if any, discovered during the audit. A reportable condition shall be defined as a significant or material deficiency in the design or operation of the internal control structure that could materially adversely affect the District's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements.
- 5) Staff Presentation:
 - a. Prior to the preparation of the final audit report, the Auditor will meet with District staff to discuss the results of the audit and to review significant findings, if any.
- 6) Board Presentation:
 - a. Attend publicly noticed Board of Director's meeting and present the audit report and results of the audit.
- 7) The audits performed under the RFP shall cover periods a through c, with an option to extend to cover periods d and e:
 - a. July 1, 2022 – June 30, 2023
 - b. July 1, 2023 – June 30, 2024
 - c. July 1, 2024 – June 30, 2025
 - d. July 1, 2025 – June 30, 2026
 - e. July 1, 2026 – June 30, 2027

ORGANIZATION OF PROPOSALS:

District requests that Proposing Firm's proposals be organized consisting of two sections: 1) Technical Proposal and 2) Cost Proposal, and formatted as follows:

Technical Proposal

- 1) Introduction: Proposal will state Auditor's understanding of the work tasks and products to be produced as a part of the audit. Proposal will state the firm's general experience, capabilities and approach or approaches generally used in audits similar to those items addressed in this RFP.
- 2) Specific Audit Approach: The proposal should set forth a work plan, including an explanation of the audit methodology to perform the services required in this RFP.
- 3) Work Plan: In developing the work plan, reference should be made to such sources of information as District's budget and related materials, organization chart, prior financial statements, etc. The proposal should include the following

information about the firm's audit approach:

- Proposed phases of the audit and staff hours assigned to each phase of the engagements
 - Description of analytical procedures to be used in the engagement, including sampling
 - Approach to be taken to understand, review, and make recommendations regarding the District's internal controls
 - Description of any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be required of the District
 - Additional work tasks and products the Auditor recommends in addition to those specified in this RFP's Scope of Work
- 4) Description of Firm's Experience: The Auditor shall provide a description of the audit firm's experience, including a brief history, types of services provided, and experience in providing similar services as those requested in this RFP. The description of experience shall include experience with local governments and special districts and shall highlight experience with agencies that are similar in size and structure to the District.
 - 5) Project Team: Identify key personnel assigned to the project and describe their respective role(s) and responsibilities. Provide resumes for all key personnel assigned to the project.
 - 6) License to Practice in California: Proposal must include an affirmative statement verifying that the firm and all assigned key professional staff are properly licensed to practice in California.
 - 7) Independence: Proposal must include an affirmative statement that the firm and all assigned key professional state are independent of the District as defined by auditing standards generally accepted in the United States and the General Accounting Office's Government Auditing Standards.
 - 8) References: This section shall consist of a list of at least three (3) current independent special district clients (include names of contact persons, email address, telephone numbers, and a brief description of the work performed) for whom the Consultant Team has performed services similar to those required in this RFP.
 - 9) Peer Review: Proposing Firm to submit copy of a report on its most recent external quality control review (peer review), including a statement as to whether the external quality control review included a review of specific government engagements (required by Government Audit Standards).
 - 10) Current Clients: List of all current public agency clients
 - 11) Other Information: Other pertinent information

Cost Proposal

The cost of the proposal should contain all detailed pricing information relative to performing the audit engagement as described in this RFP. For each year, and in total, the total all-inclusive maximum price is to contain all direct and indirect cost, including all out-of-pocket expenses.

General Terms and Conditions

- 1) Consultant questions during Proposal Process: Proposing firms are encouraged to ask questions to strengthen proposals to the District. Please email your intention to respond and provide all inquiries in writing via email to Kathryn Wuelfing (kwuelfing@midpeninsulawater.org). Questions will be accepted up to 3:00 pm Pacific Time on Wednesday, April 12, 2023. All inquiries and responses will be emailed to all Proposing Firms who indicate their intention to respond to the RFP. **Please email your intention to respond to Kathryn Wuelfing.** You will receive confirmation of receipt of your email. Inquiry sources will remain anonymous.
- 2) Limitation: The Request for Proposals (RFP) does not commit the District to award a contract, to pay any cost incurred in the preparation of the firm's RFP response or to procure or contract for services or supplies. The District reserves the right to accept or reject any or all RFP responses received as a result of this request, to negotiate with any/all qualified sources or to cancel all or part of this RFP.
- 3) Award: The firm/entity chosen may be required to participate in negotiations and to submit such revisions of its proposals as may result from negotiations. The District reserves the right to award a contract/select a service provider without discussion based upon the initial proposals.
- 4) Signature: The consultant's RFP response shall provide the following information: name, title, address and telephone number of individuals with authority to bind the service provider and who may be contacted during the period of proposal evaluation. The consultant's RFP response shall be signed by an official authorized to bind the consultant.

Special Terms and Conditions

- 1) District staff will be available during the audit to assist the audit firm with providing information, documentation, and explanation. In addition, the District will provide the auditor with reasonable workspace, desks, chairs, access to internet connectivity, and photocopying machines. Report preparation, editing, printing, and binding shall be the responsibility of the auditor.
- 2) All material submitted in response to this RFP shall be considered the property of the District and may be used by the District for any purpose.

- 3) Proposals received by the District will not be returned to the Proposing Auditor.
- 4) The District reserves the right to reject any and all proposals, to waive informalities and minor irregularities in the proposals received, to discuss proposal details with respondents, and to accept other than the lowest bid proposal.
- 5) Proposing Firms will not be compensated for any expenses incurred in the process for responding to this RFP or, if requested, in submitting further information or appearing for an interview.
- 6) Proposing Firm must provide certificates for Worker's Compensation insurance and liability insurance for auditors performing onsite auditing services, to District standards.

Selection Criteria (not necessarily in order of priority)

- 1) Experience and qualification of assigned staff
- 2) References and relevant work performed (particularly public agencies/special districts)
- 3) Firm/entity key personnel assigned to the engagement
- 4) Demonstrated ability to competently implement the scope of services
- 5) Demonstrated understanding of the issues raised by the District in this RFP and the completeness of addressing the scope of work
- 6) Proposed Cost of Services

Selection Procedure

District staff will evaluate each proposal against the Selection Criteria and bring recommendations to the District's Finance Committee. The Finance Committee will then forward recommendations to the Board of Directors, who will in turn make a final decision on the selection of the Proposing Firm and authorize the District Manager's execution of a contract with the selected Proposing Firm to perform the requested services. The Finance Committee may choose to interview applicants as a part of the selection process.

District staff anticipates that the Proposing Auditor selection will be awarded at the July 27, 2023 Board of Directors meeting. The selection will be awarded to the respondent whose proposal conforms to this RFP and which will be, in the opinion of the District, the most advantageous to the District.

Selection Process and Time Frame

The tentative schedule of significant events relating to this RFP is provided below. The District reserves the right, in its sole discretion, to modify this schedule and any specific time-of-day deadlines as discussed in the following section.

Monday, April 3, 2023	Release of RFP
Wednesday, April 12, 2023	Written questions due (optional)
Wednesday, April 19, 2023	Responses from District
Friday, May 19, 2023	RFP responses due not later than 3:00pm Pacific
Wednesday, June 14, 2023	RFP Evaluation by Staff and Finance Committee
Thursday, July 27, 2023	Selection of Auditor by Board of Directors
Wednesday, August 2, 2023	Auditor to provide draft engagement letter
Wednesday, August 9, 2023	General Manager to approve engagement letter
Friday, August 11, 2023	Services Begin (approximate)

Agreement for Services

The firm selected by the District to provide the services outlined in this RFP will be required to execute an Agreement for Professional Services with the District. A sample of the general form of this Agreement is attached hereto as Exhibit A so that Proposers will have an opportunity to review the terms and conditions that will be included in the final contractual agreement. If a Proposer desires any additions, deletions or modifications to the form of Agreement, they must submit a request for such additions, deletions or modifications with the proposal. With the exception of any requests for such additions, deletions, and modifications, the Proposer will, by making a proposal, be deemed to have accepted the form of Agreement.

Confidentiality of Proposals

The California Public Records Act (California Government Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless the information is exempt from disclosure by law, the content of any request for explanation, exception or substitution, response to these specifications, protest or any other written communication between the District and the Proposer shall be available to the public.

If the Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the District withhold from disclosure the proprietary or other confidential information by marking each page containing such information as confidential. The Proposer may not designate its entire

proposal or bid as confidential. Additionally, Proposer may not designate its cost proposal or any required bid forms or certifications as confidential.

If Proposer requests that the District withhold from disclosure information identified as confidential, and the District complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the District from and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue or maintain any legal action against the District or its directors, officers, employees or agents in connection with the withholding from disclosure of Proposer information.

If Proposer does not request that the District withhold from disclosure information identified as confidential, the District shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the District.

Conflict of Interest

Proposer represents and warrants that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code §§ 1090 et seq. or §§ 87100 et seq. during the performance of services under this Agreement. Proposer shall promptly disclose any actual or potential conflict of interest to the District as soon as Proposer becomes aware of such conflict. Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

Depending on the nature of the work performed, Proposer may be required to publicly disclose financial interests under the District's Conflict of Interest Code. Proposer agrees to promptly submit a Statement of Economic Interest on the form provided by the District upon receipt.

No member, officer or employee of the District or of any of its member jurisdictions during his/her tenure of office, or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds therefrom.

Proposal Submittal

Email submission of proposals must be received by the District not later than 3:00 pm on Friday, May 19, 2023. Proposals received after the time or at any place other than stated will not be accepted. Proposals shall be prepared, presented and negotiated at the sole cost of the Proposer. Submission of a proposal shall constitute a firm offer to the District for ninety (90) days from the deadline for receipt of proposals. A Proposer may withdraw its proposal any time before the date and time when proposals are due, without prejudice, by submitting a written email request to Kat Wuelfing Assistant



General Manager kwuelfing@midpeninsulawater.org. A telephone request is not acceptable.

Please include "RFP Response – Audit Services" in the subject line of your submittal email. Proposals and all inquiries relating to this RFP should be emailed to:

Kathryn Wuelfing, Assistant General
Manager kwuelfing@midpeninsulawater.org

**SAMPLE
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made as of the ____ day of _____, 2023, by and between the MID-PENINSULA WATER DISTRICT ("DISTRICT") and _____ ("CONSULTANT").

WHEREAS, the DISTRICT desires to obtain professional auditing services and has issued a Request for Proposals dated April 3, 2023, a copy of which is attached and incorporated as Exhibit A; and

WHEREAS, the CONSULTANT desires to furnish such services and has submitted a Proposal dated _____, 2023, a copy of which are attached and incorporated as Exhibit B.

NOW, THEREFORE, the parties agree as follows:

1. RENDITION OF SERVICES. The CONSULTANT agrees to provide professional auditing services to the DISTRICT in accordance with the terms and conditions of this Agreement. In the performance of its Services, CONSULTANT represents that it has and will exercise that degree of professional care, skill, efficiency and judgment ordinarily employed by auditing consultants providing similar services. CONSULTANT further represents and warrants that it holds currently in effect all licenses, registrations, and certifications in good standing that may be required under applicable law or regulations to perform these services and agrees to retain such licenses, registrations, and certifications in active status throughout the duration of this engagement.

2. SCOPE OF SERVICES. The scope of the CONSULTANT's services shall consist of the services set forth in Exhibit A, as supplemented by Exhibit B except when inconsistent with Exhibit A.

3. TERM. The base term of this Agreement shall be for a three (3) year period, with one (1) two (2) year option term, covering the District's fiscal years ending 2023, 2024, 2025, 2026 and 2027.

4. COMPENSATION. For each fiscal year during the term of this Agreement, the CONSULTANT agrees to perform all of the services included in Section 2 for the following sums not to exceed, which sums shall include all labor, materials, taxes, profit, overhead, insurance, subcontractor costs and other costs and expenses incurred by the CONSULTANT.

- | | |
|-------------------------------------|----------|
| 1. Fiscal year ending June 30, 2023 | \$ _____ |
| 2. Fiscal year ending June 30, 2024 | \$ _____ |
| 3. Fiscal year ending June 30, 2025 | \$ _____ |
| 4. Fiscal year ending June 30, 2026 | \$ _____ |

5. Fiscal year ending June 30, 2027

\$_____

5. MANNER OF PAYMENT. CONSULTANT shall submit invoices to DISTRICT on a monthly basis. Invoices shall itemize, by personnel, the number of hours devoted by CONSULTANT to work under this Agreement, applicable hourly rates in accordance with the fee schedule described in Exhibit B, and those out-of-pocket expenses incurred in the performance of work hereunder. DISTRICT shall render payment within thirty (30) days of receipt of approved invoices. If the total cost of services for any one fiscal year, based upon the actual time devoted and the applicable hourly rate schedule for CONSULTANT's personnel plus out-of-pocket expenses, is less than the maximum fee which may be charged for that fiscal year as delineated in Section 3 above, the lesser amount shall represent the total cost for services to be charged for that year.

6. OWNERSHIP OF WORK. All reports, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared, for the services to be performed by CONSULTANT shall be and are the property of the DISTRICT, except that any working papers, as defined by the American Institute of Certified Public Accountants, Inc., shall remain the property of CONSULTANT. The DISTRICT shall be entitled to access to and copies of these materials during the progress of the work. Any property of the DISTRICT in the hands of the CONSULTANT or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to the DISTRICT. If any property of the DISTRICT is lost, damaged or destroyed before final delivery to the DISTRICT, the CONSULTANT shall replace it at its own expense and the CONSULTANT hereby assumes all risks of loss, damage or destruction of or to such materials. The CONSULTANT may retain a copy of all material produced under this agreement for its use in its general business activities.

7. USE OF SUBCONTRACTORS. CONSULTANT shall not subcontract any services to be performed by it under this Agreement without the prior written approval of the DISTRICT, except for service firms engaged in drawing, reproduction, typing and printing. CONSULTANT shall be solely responsible for reimbursing any subcontractors and the DISTRICT shall have no obligation to them.

8. CHANGES. The DISTRICT may, at any time, by written order, make changes within the scope of work and services described in this Agreement. If such changes cause an increase in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 11 or in the time of required performance as set forth in Section 3, or both. In the event that CONSULTANT encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, CONSULTANT shall so advise the DISTRICT immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given the DISTRICT prior to the time that

CONSULTANT performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes.

9. RESPONSIBILITY; INDEMNIFICATION. CONSULTANT shall indemnify, keep and save harmless the DISTRICT, and the DISTRICT members, officers, agents and employees against any and all suits, claims or actions arising out of any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the CONSULTANT caused by an act or omission of the CONSULTANT or its employees, subcontractors or agents. CONSULTANT further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other incurred costs and expenses. If any judgment be rendered against the DISTRICT or any of the other individuals enumerated above in any such action, CONSULTANT shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination of this Agreement.

10. INSURANCE.

A. Workers' Compensation. If CONSULTANT employs any person to perform work in connection with this Agreement, CONSULTANT shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease. Prior to commencement of work under this Agreement by any such employee, CONSULTANT shall deliver to the DISTRICT a Certificate of Insurance which shall stipulate that thirty (30) days advance written notice of cancellation, non-renewal or reduction in limits shall be given to the DISTRICT.

B. Commercial General and Automobile Liability Insurance. CONSULTANT shall also procure and maintain at all times during the performance of this Agreement Commercial General Liability Insurance covering CONSULTANT and the DISTRICT for liability arising out of the operations and activities of CONSULTANT and any subcontractors. CONSULTANT shall also procure and maintain during the entire term of this Agreement Automobile Liability Insurance which shall include coverage for all vehicles, licensed or unlicensed, on or off the DISTRICT's premises, used by or on behalf of CONSULTANT in the performance of work under this Agreement. The policies shall be subject to a limit for each occurrence of One Million Dollars (\$1,000,000) naming as an additional insured, in connection with CONSULTANT's activities, the DISTRICT, and its Directors, officers, employees and agents. The Insurer(s) shall agree that its policy(ies) is Primary Insurance and that it shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance covering the DISTRICT.

Inclusion of the DISTRICT as an additional insured shall not in any way affect its rights as respects to any claim, demand, suit or judgment made, brought or recovered against CONSULTANT. The policy shall protect CONSULTANT and the DISTRICT in the same manner as though a separate policy had been issued to each,

but nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest had been named as an insured.

Prior to commencement of work hereunder, CONSULTANT shall deliver to the DISTRICT a Certificate of Insurance which shall indicate compliance with the insurance requirements of this paragraph and shall stipulate that thirty (30) days advance written notice of cancellation, non-renewal or reduction in limits shall be given to the DISTRICT.

C. Professional Liability Insurance. CONSULTANT shall also maintain Professional Liability Insurance covering CONSULTANT's performance under this Agreement with a limit of liability of One Million Dollars (\$1,000,000) for any one claim. This insurance shall be applicable to claims arising out of or related to the performance of this Agreement. Prior to commencing work under this Agreement, CONSULTANT shall furnish to the DISTRICT a Certificate of Insurance, or certified copy of the Insurance policy if requested, indicating compliance with requirements of this paragraph. Such certificate or policy shall further stipulate that 30 days' advance written notice of cancellation, non-renewal or reduction in limits shall be given to the DISTRICT.

D. Deductibles and Retentions. CONSULTANT shall be responsible for payment of any deductible or retention on CONSULTANT's policies without right of contribution from the DISTRICT. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event that the policy of the CONSULTANT or any subcontractor contains a deductible or self-insured retention, and in the event that the DISTRICT seeks coverage under such policy as an additional insured, CONSULTANT shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy for a lawsuit arising from or connected with any alleged act or omission of CONSULTANT, subcontractor, or any of their officers, directors, employees, agents, or suppliers, even if CONSULTANT or subcontractor is not a named defendant in the lawsuit.

11. EQUAL EMPLOYMENT OPPORTUNITY. In connection with the performance of this Agreement the CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, gender identity, disability or national origin. The CONSULTANT shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT further agrees to include a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

12. DISPUTE RESOLUTION. In the event of a dispute between DISTRICT and CONSULTANT concerning any question of fact in connection with the Services performed under this AGREEMENT, the parties shall meet and confer and make good faith efforts to resolve the dispute before resorting to any legal action. In no event may CONSULTANT discontinue performance of Services under this Agreement while a dispute is pending. Should a dispute entail whether CONSULTANT is entitled to additional compensation, CONSULTANT shall notify DISTRICT in writing that it is performing the alleged extra Services under protest in order to preserve CONSULTANT's right to compensation for the alleged extra Services.

13. CONSULTANT'S STATUS. Neither the CONSULTANT nor any party contracting with the CONSULTANT shall be deemed to be an agent or employee of the DISTRICT. The CONSULTANT is and shall be an independent contractor, and the legal relationship of any person performing services for the CONSULTANT's shall be one solely between said parties.

14. ASSIGNMENT. CONSULTANT shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of the DISTRICT.

15. RECORDS. During the term of this Agreement, CONSULTANT shall permit representatives of the DISTRICT to have access to, examine and make copies, at the DISTRICT's expense, of its books, records and documents relating to this Agreement at all reasonable times.

16. DISTRICT WARRANTIES. The DISTRICT makes no warranties, representations or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

17. DISTRICT REPRESENTATIVE. Except when approval or other action is required to be given or taken by the Board of Directors of the DISTRICT, the General Manager of the DISTRICT, or such person or persons as he shall designate in writing from time to time, shall represent and act for the DISTRICT.

18. TERMINATION. The DISTRICT shall have the right to terminate this Agreement at any time by giving written notice to the CONSULTANT. In the event of termination for any reason other than the fault of the CONSULTANT, the CONSULTANT shall be compensated in accordance with the provisions of Sections 4 and 5 for the services performed and expenses incurred to the date of such termination, plus any reasonable costs and expenses which are reasonably and necessarily incurred by CONSULTANT to effect such termination. For termination for default, the DISTRICT shall remit final payment to CONSULTANT in an amount to cover only those services performed and expenses incurred in accordance with the terms and conditions of this Agreement up to the effective date of termination.

19. RELEASE OF INFORMATION. CONSULTANT shall not release any reports, information or promotional materials prepared in connection with this

Agreement without the approval of the DISTRICT's Executive Director.

20. KEY PERSONNEL. It is understood and agreed by the parties that at all time during the term of this Agreement that _____ shall serve as the primary staff person of CONSULTANT to undertake, render and oversee all of the services under this Agreement.

21. NOTICES. All communications relating to the day to day activities of the project shall be exchanged between the DISTRICT's General Manager and the CONSULTANT'S _____.

All other notices and communications deemed by either party to be necessary or desirable to be given to the other party shall be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the DISTRICT: Mid-Peninsula Water District
PO Box 129
Belmont, California 94002
ATTENTION: General Manager

If to the CONSULTANT: _____

ATTENTION: _____

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

22. ATTORNEYS' FEES. If any legal proceeding should be instituted by either of the parties hereto to enforce the terms of this Agreement or to determine the rights of the parties thereunder, the prevailing party in said proceeding shall recover, in addition to all court costs, reasonable attorneys' fees.

23. APPLICABLE LAW. This Agreement, its interpretation and all work performed thereunder, shall be governed by the laws of the State of California.

24. BINDING ON SUCCESSORS. All of the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

25. ENTIRE AGREEMENT; MODIFICATION. This AGREEMENT, including any attachments, constitutes the entire AGREEMENT between the parties with respect to the subject matter hereof, and supersedes any prior understanding or agreement,

oral or written, with respect to such subject matter. It may not be amended or modified, except by a written amendment executed by authorized representatives by both parties. In no event will the AGREEMENT be amended or modified by oral understandings reached by the parties or by the conduct of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

MID-PENINSULA WATER DISTRICT CONSULTANT*

By: _____
General Manager

By: _____

Attest: _____
Secretary for the DISTRICT

Title: _____

APPROVED AS TO FORM:

By: _____

By: _____
Attorney for the DISTRICT

Title: _____

** If the CONSULTANT is a Corporation, two officers of the corporations consisting of one from each of the following categories must sign the agreement: 1) the President, Vice President or Board Chair and 2) the Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer. If only one officer signs or an individual not specified above, the CONSULTANT will submit satisfactory evidence that the individual is authorized to sign for and bind the corporation.*