

LAS VIRGENES MUNICIPAL WATER DISTRICT

4232 Las Virgenes Road, Calabasas, California 91302



REQUEST FOR PROPOSAL

For

Information Technology Master Plan and Operational Review

Issue Date

1/24/2023

Proposal Submittal Due Date

3/7/2023

**Documents available online at:
www.lvmwd.com**

**LAS VIRGENES MUNICIPAL WATER DISTRICT
REQUEST FOR PROPOSAL**

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General Information

The Las Virgenes Municipal Water District (District) serves the western edge of Los Angeles County including the cities of Agoura Hills, Calabasas, Hidden Hills and Westlake Village. The District occupies 122 square miles and services a population of approximately 70,000. The District provides potable water, recycled water, and sanitation (wastewater) services to its customers through three separate enterprise funds. The sanitation and recycled water services are provided through a Joint Powers Authority with the Triunfo Sanitation District.

Las Virgenes Municipal Water District is organized under the Municipal Water District Act of 1911 (California Water Code 7100). A five-member board of directors, each elected by geographic divisions, provides governance. Directors serve overlapping four-year terms, and every two years - concurrent with installation of the newly elected board – they select board officers. The board also selects a local representative from LVMWD to serve on the Board of Directors of the Metropolitan Water District of Southern California.

The District is requesting a proposal from qualified firms to review and update its Information Technology (IT) Master Plan. This effort includes the development of a five-year master plan that provides short-term and long-term guidance for information technology needs; assessment of current IT conditions in all areas of the district; and identifying those IT needs that facilitate the advancement of the district's strategic goals.

To be considered, proposals must be received electronically by **5:00 p.m.** on **3/7/2023** to **Ivo Nkwenji** (inkwenji@lvmwd.com). Proposals received after this deadline will not be considered.

Background

The Las Virgenes Municipal Water District (District) is comprised of three departments with executive oversight from the General Manager. The Facilities and Operations Department has operational responsibility for the District's three enterprises: potable water, recycled water, and sanitation. The Engineering and External Affairs Department has responsibility for engineering, conservation programs, public affairs and customer service that includes billing and meter reading. The Finance & Administration Department has responsibility over Finance, Human Resources and Information Systems. Additionally, the District serves as the Administrative Agent for the Las Virgenes/Triunfo Joint Powers Authority, which provides sanitation services (wastewater treatment and composting), for the District.

The Finance and Administration Department is responsible for supporting the operations of the District by providing information technology, human resources support, warehouse operations, as well as traditional finance functions (accounts payable, payroll, purchasing, and budgeting).

Project Overview

It is expected that the selected firm will review the existing Information Systems Master Plan (ISMP) and prepare an IT Master Plan that contains specific goals, coupled with a suggested Implementation Plan that includes timing and anticipated costs for each Implementation Action.

Consultants responding to this Request for Proposals (RFP) must have proven expertise and extensive experience in the assessment of IT Systems and a successful track record of creating and implementing IT strategic plans for similar public agencies, including experience with Water and Wastewater systems and related infrastructure, enterprise resource planning and online services.

The District's Information Systems Division currently supports a local area network with servers, software applications, cloud services, desktop computers, laptops, wireless access points, firewalls, switches, and CCTV cameras. The District operates a comprehensive Supervisory Control and Data Acquisition (SCADA) system, internet and intranet services, MPLS network, Voice Over Internet Protocol telephony and many real-time IP based communications systems such as security video applications.

A summary of District devices and services is listed below:

Device/Service	Approximate Count	Notes
Servers	40 (Including SCADA)	13 Virtual Machines
Software Applications	60	Includes SaaS Solutions
Desktop Computers	86	
Laptops	97	
Wireless Access Points	11	
Routers/Switches	22	
Firewalls	7	
Web Service APIs	1	
CCTV Cameras	30	

SCOPE OF SERVICES

A: Expected Actions

1. Conduct a review of the District's current Information Systems Master Plan (ISMP) done in 2015.
2. Conduct an analysis of the District's current technology environment.
3. Identify practical and relevant public sector industry standards related to IT management (including but not limited to cybersecurity, infrastructure replacement, email services, disaster recovery, and business continuity).
4. Identify and assess any deficiencies or gaps in infrastructure, equipment, software, security, networks, email services, or business continuity.
5. Evaluate and identify means to accommodate current and emerging technology requirements and trends.
6. Assess organizational IT needs by meeting with representatives from the operational areas that IT supports.

B: Deliverable Reports

The above will result in a minimum of four (4) major areas of deliverable reports

1. Current state of the IT environment, including, without limitation, a full inventory of equipment, systems, networks, servers, and other essential equipment necessary to IT operations within the District.
2. Gap analysis of IT environment, including any deficiencies or gaps in infrastructure, equipment, software, security, networks, email services, or business continuity and methods or recommendations to address such issues.
3. Recommendation for future improvements or upgrades of IT environment, coupled with a strategic five-year roadmap, and order of magnitude cost estimates associated with implementation.
4. Recommendation on IT Division organizational improvements and structure.

C: Report Content

Within each of these four deliverables, the minimum requirements will include a discussion of results discovered, the benefits and risks associated with any recommendation, as well as an order of magnitude cost estimate associated with each implementation item:

1. IT Strategy: Conduct interviews with District General Manager, Department Heads, and staff and other designated personnel to develop comprehensive recommendations for an IT Strategic Plan. Provide recommendations for short-term transitions as well as long-term strategic directions, including additional online services from departments.
2. IT Risk Assessment: Use IT industry standards to perform risk assessment and gap analysis on the effectiveness of current District IT structure, security, and resourcing. Identify and mitigate potential risk vulnerabilities.
3. Technical Infrastructure: Analyze and prepare a gap analysis on the ability of the existing District hardware, network infrastructure, and support to meet the needs of current and future District initiatives. Make recommendations for in-house hardware and infrastructure support versus hosting and/or use of contracted services.
4. IT Organizational Structure/Personnel: Review and evaluate the current Information Systems Division organizational structure, staffing levels, and the use of contracted services. Perform a gap analysis of the entire IT organization including type of staff, staffing levels, distribution of staff

versus future needs. Provide recommendations for IT organization, level of staff, and placement of staff to support the future needs of the District. Evaluate current IT staff skill levels and perform a gap analysis comparing current staff to skill levels required to meet proposed changes. Provide recommendations for addressing staff changes and/or staff training and education needs. Include recommendations on the need for and use of contracted resources as appropriate.

Term of Engagement

It is anticipated that the engagement will be completed within 3 months. The following are proposed milestones. Your proposal must include a detailed schedule of milestones that allows the assessment to be completed by 02/28/2023.

RFP Released	1/24/2023
Last Date for Questions	2/14/2023 by 5:00 PM
Answers to Questions Deadline	2/18/2023
Proposal Due Date	3/7/2023 by 5:00 PM
Award of Contract	TBD
Project Completion	TBD

The selected consultant is expected to conduct regularly scheduled (minimum of biweekly) project update meetings and send out reports.

Performance Schedule

The engagement is expected to span from April 2023 to June 2023. The length of the total engagement will be about three (3) calendar months.

Services provided by the engaged firm will correspond in timing with the District's calendar of activities as shown below.

4/2023	5/2023	6/2023
Assessments Performed	Assessment Report	Master Plan Presentation

Questions Regarding the Scope of Services

All inquiries regarding this Request for Proposals should be directed to Ivo Nkwenji, Information Systems Manager, in writing sent to inkwenji@lvmwd.com. No verbal responses will be given. A copy of the inquiry and the response from the District shall be posted on the Districts Procurement site for this RFP as an addendum to the RFP.

ANTICIPATED WORK PRODUCTS

The selected vendor will be expected to draft a five-year IT Master Plan consisting of an executive summary, findings, recommendations, and proposed implementation plan. The plan shall compare current operations with industry standards and use such comparison as the basis for recommended actions. After review and consultation of the draft IT Master Plan with District staff, a final IT Master Plan, which will be created from the draft IT Master Plan and incorporate recommendations and strategies from District staff, will be submitted to the District board for approval. Both the draft and final IT Master Plan shall include order of magnitude cost estimates associated with proposed work and resource procurement.

As a final deliverable, consultant will provide a presentation along with a summarized version of the five-year roadmap to the District board for approval of the IT Master Plan, including methodologies utilized in its development.

QUALIFICATIONS

1. Consulting company must have a minimum of three years of experience developing IT Strategic Plans.
2. Consulting company must be 100% independent, defined as receiving no fees or commissions from any manufacturer, vendor or organization that could potentially be considered for the District as a qualified provider of hardware or Software.
3. Consulting company must have prior experience with similar projects in the public sector.
4. Consulting company must be willing to accept and execute the City's Consultant Services Agreement (attached)

PROPOSAL REQUIREMENTS

A. General Requirements

1. Inquiries

Inquiries concerning the request for proposal must be received electronically by **3/7/2023** through **Ivo Nkwenji** at **inkwenji@lvmwd.com**.

Answers to questions received will be posted online no later than **2/18/2023** at:

<https://www.lvmwd.com/the-district/departments/finance-and-administration/finance/purchasing/purchasing-formal-bids>

It is the proposer's responsibility to ensure that they access and review any questions and answers posted. The District is not responsible to notify individual potential bidders of the availability of questions and answers beyond this notice.

CONTACT WITH PERSONNEL OF THE DISTRICT OTHER THAN ABOVE REGARDING THIS REQUEST FOR PROPOSAL MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.

2. Addendums

The District may post Addendums to the RFP online at the District's website (www.lvmwd.com). It is the potential proposer's responsibility to access any addendums and ensure that stated requirements are met.

B Submission of Proposals

The following material must be received electronically by 5:00 p.m. on 3/7/2023 through **Ivo Nkwenji** at **inkwenji@lvmwd.com** for a proposing firm to be considered:

Proposal to include the following:

1. Title Page:

Title page showing the request for proposals' subject; the firm's name; the name, address and telephone number of a contact person; and the date of the proposal.

2. Table of Contents

3. Transmittal Letter

A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time, a statement why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for 90 days.

4. Key Personnel

Describe the staffing model your firm will use to fulfill the Scope of Work. Provide resumes of all key personnel who will be assigned to the District. Any changes to the key personnel must be approved by the District prior to award.

5. References

List a minimum of three (3) references for whom comparable services were provided for agencies of similar size within the last three (3) years. Provide names and contact information as well as a summary of key results achieved. Additionally, sample(s) of a report of a similar scope should be provided.

6. Qualifications and Experience

Describe your firm's qualifications to complete this Scope of Work. Explain why your firm is the best to deliver this Scope of Work and provide examples of your firm's work. This section must include an affirmative statement that the firm has no conflict of interest with regard to any other work performed by the firm for the District.

7. Detailed proposal

Fully describe the services your firm will perform, and the methodologies you will follow to meet the criteria outlined in this RFP.

Provide a proposed schedule for all phases of the project.

8. Costs

Costs proposals must include an amount for each item in the proposal as well as a breakdown of hourly rates by position that will be assigned to the District. Any cost not explicitly proposed will be ineligible for payment.

9. Consultant Agreement

The successful proposer will be required to enter into a Consultant Agreement (see Exhibit A). Review this agreement carefully and note in your proposal any exceptions or alterations to the agreement you are requesting. Alterations or changes to the agreement that were not included in the proposal may not be considered after the selection of the consultant. This also includes alterations, exceptions, or changes to the insurance and indemnity provisions referenced with the proposal. By requiring these requests to be made up front, the District can compare all respondents on an equal basis and take contract exemptions into consideration in the selection process

EVALUATION PROCEDURES

A. Review of Proposals

Key District personnel will evaluate proposals submitted. The District reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected.

B. Evaluation Criteria

Proposals will be evaluated using three sets of criteria. Firms meeting the mandatory criteria will have their proposal evaluated for both technical qualifications and price. The following represent the principal selection criteria, which will be considered during the evaluation process.

1. Mandatory Elements

- a) The firm is licensed to practice in California.
- b) The firm has no conflict of interest with regard to any other work performed by the firm for the District.
- c) The firm adheres to the instructions in this Request for Proposal on preparing and submitting the proposal.

2. Technical Qualifications

- a) The firm's past experience and performance on comparable engagements.
- b) The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation.
- c) Quality of the plan and approach to complete the Scope of Services.
- d) Demonstrated results of projects with similar Scopes of Service.

3. Costs:

Cost of completing the required Scope of Services. The District will select the firm with the highest overall ranking after considering both technical qualifications and price. For this RFP, Technical Qualifications will have a higher weight than Price.

C. Oral Presentation

During the evaluation process, the District may, at its sole discretion, request any one, all, or no firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the District may have on a firm's proposal. Not all firms may be asked to make such oral presentations.

D. Final Selection

The District will recommend a contract to the Board based upon the recommendation of District staff reviewing the proposals.

CONDITIONS GOVERNING THE REQUEST FOR PROPOSAL

A. Right to Reject Proposals

Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the District and the firm selected.

The District reserves the right without prejudice to reject any or all proposals.

B. Receiving Time / Late Proposals

It is the responsibility of proposer to see that their proposal is submitted with sufficient time to be received by the District prior to the proposal closing time. Late proposals will be returned unopened to the sender. Postmarks are not accepted; all responses must be received by the District by the deadline.

C. Acceptance of Conditions Governing this RFP

Submission of a proposal constitutes acceptance of the Evaluation Factors contained in this RFP.

D. Incurring Cost

Any cost incurred by the proposer in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the proposer. Any cost incurred by the proposer for set up and demonstration or for interviews shall be borne solely by the proposer.

E. Proposer's Rights to Withdraw Proposal

Proposers will be allowed to withdraw their proposals at any time prior to the deadline for

receipt of proposals. Any request must be submitted in writing.

F. Sub-consultants

Use of sub-consultants must be clearly explained in the proposal and identified by name. Prime consultants shall be wholly responsible for the entire performance whether or not sub-consultants are used. Substitution of sub-consultants must be approved in writing by the District.

G. Best and Final Offer

The District reserves the right to request Best and Final Offers from any or all proposers. This will be the only opportunity to amend or modify proposals based on feedback from the District. Information from competing proposals will not be disclosed to other proposers prior to submission of a Best and Final Offer.

H. Disclosure of Proposal Contents

All proposals are subject to the provisions of the California Public Records Act, California Government Code section 6250 et seq., and any information submitted with a response is a public record subject to disclosure, unless a specific exemption applies.

I. Manner of Payment

Progress payments will be made on the basis of hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the firm's cost proposal. Interim billings shall cover a period of not less than a calendar month.

J. Insurance

Proposer shall maintain such insurance as will protect it from claims under Workers' Compensation laws, and such liability insurance as will protect against claims for damages for bodily injury, including death, and damages to property in accordance with the terms of the Agreement. Coverage of which is to be no less than \$1,000,000/\$2,000,000 per occurrence/aggregate, with the District named as an additional insured.

The proposing firm must be willing and able to obtain an errors and omissions insurance policy for coverage of no less than \$1,000,000 per occurrence for the willful or negligent acts of the firm and its officers, employees and agents. Proposer shall maintain evidence of coverage in an updated form during the term of the Agreement.

Exhibit A – Consultant Agreement

As of [DATE], Las Virgenes Municipal Water District, hereinafter called "Agency," and [CONSULTANT NAME], hereinafter called "Consultant," agree as follows:

1. Purpose.

Under this Agreement, Consultant shall provide [DESCRIPTION OF WORK AND FOR WHAT PROJECT].

2. Services.

The Consultant shall, in good workmanlike and professional manner, furnish the services as set forth in Exhibit "A" of this Agreement.

3. Consideration.

(a) The Agency shall compensate Consultant on a time-and-material basis, contingent on satisfactory performance of the work. The aggregate payments under this Agreement shall not exceed \$_____, as more fully described on Exhibit "A."

(b) The Consultant shall complete and submit invoices showing the dates of work, description of work performed, and amount of the invoice together with any supporting documentation. The Agency shall pay the Consultant within thirty (30) days of the receipt of an invoice.

4. Term.

(a) This Agreement shall commence on the date above written, and shall continue until completion of the services described above. The Agency may terminate or cancel this Agreement without liability to the Agency, if Consultant fails to perform or commits a substantial breach of the terms hereof.

(b) Either party may terminate this agreement on thirty (30) days written notice for any reason. If this contract is terminated by Agency without cause, Agency shall pay Consultant for work performed prior to the date the notice of termination is received by contractor. If the contract is terminated by Consultant without cause, Consultant shall reimburse Agency for additional costs to be incurred by Agency in obtaining the work from another consultant.

5. Ownership of Data, Reports, and Documents.

The Consultant shall deliver to Agency on demand or completion of the project, notes of surveys made, reports of tests made, studies, reports, plans, and other materials and documents which shall be the property of the Agency. If the Agency uses any of the data, reports, and documents furnished or prepared by the Consultant for projects other than the project shown on Exhibit "A," the Consultant shall be released from responsibility to third parties concerning the use of the data, reports, and documents. The Consultant may retain copies of the materials. The Agency may use or reuse the materials prepared by Consultant without additional compensation to Consultant.

6. Subcontracts and Assignments.

The Consultant shall not subcontract or assign responsibility for performance of any portion of this Agreement without the prior written consent of the Agency. Except as otherwise specifically approved by Agency, Consultant shall include appropriate provisions of this Agreement in subcontracts so rights conferred to Agency by this Agreement shall not be affected or diminished by subcontract. There shall be no contractual relationship intended, implied, or created between Agency and any

subcontractor with respect to services under this Agreement.

Neither party hereto shall assign, sublet, or transfer interests hereunder without first obtaining written consent from the other party.

7. Independent Contractor.

The Consultant is an independent contractor and not an employee of Agency. Except as Agency may specify in writing, Consultant shall have no authority, expressed or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Consultant shall have no authority, expressed or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.

8. Licensing. Consultant represents and declares to Agency that it has all licenses, permits, qualifications, and approvals of whatever nature that is legally required to practice its profession. Consultant represents and warrants to Agency that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval, which is legally required for Consultant to practice its profession.

9. Indemnification.

Consultant shall defend, indemnify, and hold harmless Agency, its officers, employees and agents, from and against loss, injury, liability, or damages arising from any act or omission to act, including any negligent act or omission to act by Consultant or Consultant's officers, employees, or agents in rendering services under this Agreement. Consultant's duty to indemnify and defend does not extend to the damages or liability caused by the agency's sole negligence, active negligence, or willful misconduct.

10. Compliance with Applicable Law.

(a) Consultant agrees to comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work under this Agreement.

(b) Consultant shall pay prevailing wages to the extent required by law, including Labor Code Section 1720.

(1) A determination of the general prevailing rates of per diem wages and holiday and overtime work where the work is to be performed is on file at the Agency's offices. Should the prevailing wage rules apply to any of the work described in Exhibit A, Consultant shall post one copy of the prevailing rates of wages at the job site, and Consultant shall forfeit, as penalty to the Agency, a sum of not more than \$200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates. This penalty shall be in addition to any shortfall in wages paid.

11. Insurance.

(a) Consultant shall procure and maintain, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property arising from, or in connection with, the performance of the work hereunder by the Consultant, officers, agents, employees, or volunteers.

(b) Consultant shall provide the following coverages:

(1) Commercial general liability insurance written on an occurrence basis, in the amount of \$1,000,000 combined single limit per occurrence for

bodily injury, personal injury, and property damage. The insurance policy shall be amended to provide that the general aggregate limit applies separately to the work under this Agreement, or the general aggregate limit shall be twice the required per occurrence limit.

(2) Business automobile liability insurance shall be provided for all owned, non-owned, and hired automobiles, in the amount of \$1,000,000 combined single limit per accident for bodily injury and property damage.

(3) Workers' Compensation insurance as required by the Labor Code of the State of California with the statutory limits required by the Labor Code and Employers Liability for \$1,000,000 per accident for bodily injury or disease. Consultant and subcontractors shall cover or insure their employees working on or about the site, regardless of whether such coverage or insurance is mandatory or merely elective under the law.

(4) Professional liability insurance covering loss resulting from errors or omissions of Consultant with a liability limit of at least \$1,000,000 per occurrence.

(c) The insurance policies required above shall contain or be endorsed to contain all of the following specific provisions:

(1) Commercial general liability and automobile liability:

(i) Agency and its Board members, officers, employees, agents and volunteers shall be added as additional insureds.

(ii) Consultant's insurance shall be primary insurance as respects the Agency, its Board members, officers, employees, agents, and volunteers and any insurance or self-insurance maintained by Agency shall be in excess of Consultant's insurance and shall not contribute to it.

(iii) Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage under the policy provided to Agency, its Board members, officers, employees, agents and volunteers.

(iv) The policies shall contain a waiver of transfer rights of recovery ("waiver of subrogation") against Agency, its Board members, officers, employees, agents, and volunteers, for any claims arising out of the work of Consultant.

(v) The policies may provide coverage that contains deductible or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to Agency under such policies. Consultant shall be solely responsible for deductible and/or self-insured retention and Agency, at its option, may require Consultant to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit. The insurance policies that contain deductibles or self-insured retentions in excess of \$25,000 per occurrence shall not be acceptable without the prior approval of Agency.

(vi) Prior to start of work under this Agreement, Consultant shall file with Agency evidence of insurance as required above from an insurer or insurers certifying to the required coverage. The coverage shall be evidenced on a certificate of insurance signed by an authorized representative of the insurer(s). Should the required coverage be furnished under more than one policy of insurance, Consultant may submit as many certificates of insurance as needed to provide the required amounts.

(2) Each policy required by this section shall contain a policy cancellation clause that provides the policy shall not be cancelled or otherwise terminated by the insurer or the Consultant, or reduced in coverage or in limits, except after thirty (30) days written notice by certified mail, return receipt requested, has been given to the Agency, Attention: Director of Finance & Administration.

(d) Insurance required by this Agreement shall be placed with insurers licensed by the State of California to transact insurance business of the types required herein. Each insurer shall have a current Best Insurance Guide rating of not less than A: VII unless prior approval is secured from the Agency as to the use of such insurer.

(e) Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. Consultant shall maintain evidence of compliance with the insurance requirements by the subcontractors at the job site and make them available for review by Agency.

12. Notices.

Notices shall be deemed received when deposited in the U. S. Mail with postage prepaid and registered or certified addressed as follows, unless advising in writing to the contrary:

Las Virgenes Municipal Water District
ATTN: General Manager
4232 Las Virgenes Road
Calabasas, CA 91302

[CONSULTANT]
ATTN: THEIR PM
MAILING ADDRESS
CITY, STATE ZIP

13. Invalidity of Part Shall Not Invalidate the Whole.

The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both Parties subsequent to the expungement or judicial modification of the invalid provision.

14. Attorneys' Fees.

If an action at law or in equity is brought to enforce any provision of this Agreement, the prevailing party shall be entitled, in addition to such other relief as may be granted to an award in the same or a subsequent proceeding, to reasonable attorneys' fees and costs.

15. Integration.

This Agreement represents the entire understanding of Agency and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered, except in writing, signed by both parties.

16. Arbitration and Waiver of Jury Trial.

Consultant and Agency further agree as follows: In the event any dispute shall arise between the Parties to this Agreement, the same shall be resolved by arbitration conducted by the American Arbitration Association in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as then in effect. Such arbitration shall be conducted at a location within Los Angeles County, California agreeable to both Parties before three (3) arbitrators who shall be selected by mutual agreement of the Parties; if agreement is not reached on the selection of arbitrators within fifteen (15) days, then each of the Parties shall select an arbitrator and the two (2) arbitrators so selected shall select a third. The provisions of the Commercial Arbitration Rules of the American Arbitration Association shall apply and govern such arbitration except that the prevailing party shall be entitled to recover from the other party its attorney's fees and costs actually incurred in such amount as may be determined by the arbitrators.

17. Governing Law.

This Agreement shall be interpreted and construed under, and the rights of the parties will be governed by, the laws of the State of California.

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed the date first above written.

APPROVED:
Las Virgenes Municipal Water District

APPROVED:
[Consultant]

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____