



REQUEST FOR PROPOSALS

**COMPLETED PROPOSALS DUE
APRIL 30, 2025 AT 1:00 PM PST**

**INFORMATIONAL WEBINAR
MARCH 26, 2025 AT 10:00 AM PST**

INSTRUCTIONS

Please carefully read the Terms and Conditions for the 2025 Innovative Conservation Program. Signing the application (separate online application available at www.mwdh2o.com/ICP) indicates you have read, understood, and agreed to these terms and conditions.

Should you have any questions, please contact Quinn Haaga at qhaaga@mwdh2o.com 24 hours prior to the submission deadline (April 30, 2025).

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PROGRAM DESCRIPTION

Background | The Metropolitan Water District of Southern California has implemented the Innovative Conservation Program (ICP) since 2000, sponsoring pilot and demonstration projects of innovative water savings devices, technologies, and strategies. Subject to availability, a total of \$275,000 will be awarded competitively through the 2025 ICP. The 2025 ICP is sponsored in part by the Southern California Gas Company. Since the program's start, Metropolitan has funded more than 75 research projects to quantify water savings. The ICP is one path for devices to be evaluated for their potential savings and to become available for incentives.

Organizational Information | The Metropolitan Water District of Southern California (Metropolitan) is a public agency established in 1928 by the California State Legislature to develop, store, and distribute water for domestic and municipal purposes. The mission of Metropolitan is "to provide its service area with adequate and reliable supplies of high-quality water that meets present and future needs in an environmentally and economically responsible way." Metropolitan is governed by a 38-member board of directors, representing 26 member public agencies that service nearly 19 million people. Metropolitan's service area (Figure 1) encompasses 5,200 square miles within six counties in Southern California including Los Angeles, Orange, Riverside, San Bernardino, San Diego, and Ventura. Metropolitan also helps its member agencies develop water recycling, storage, and other local resource programs to provide additional supplies and conservation programs to reduce regional demands.

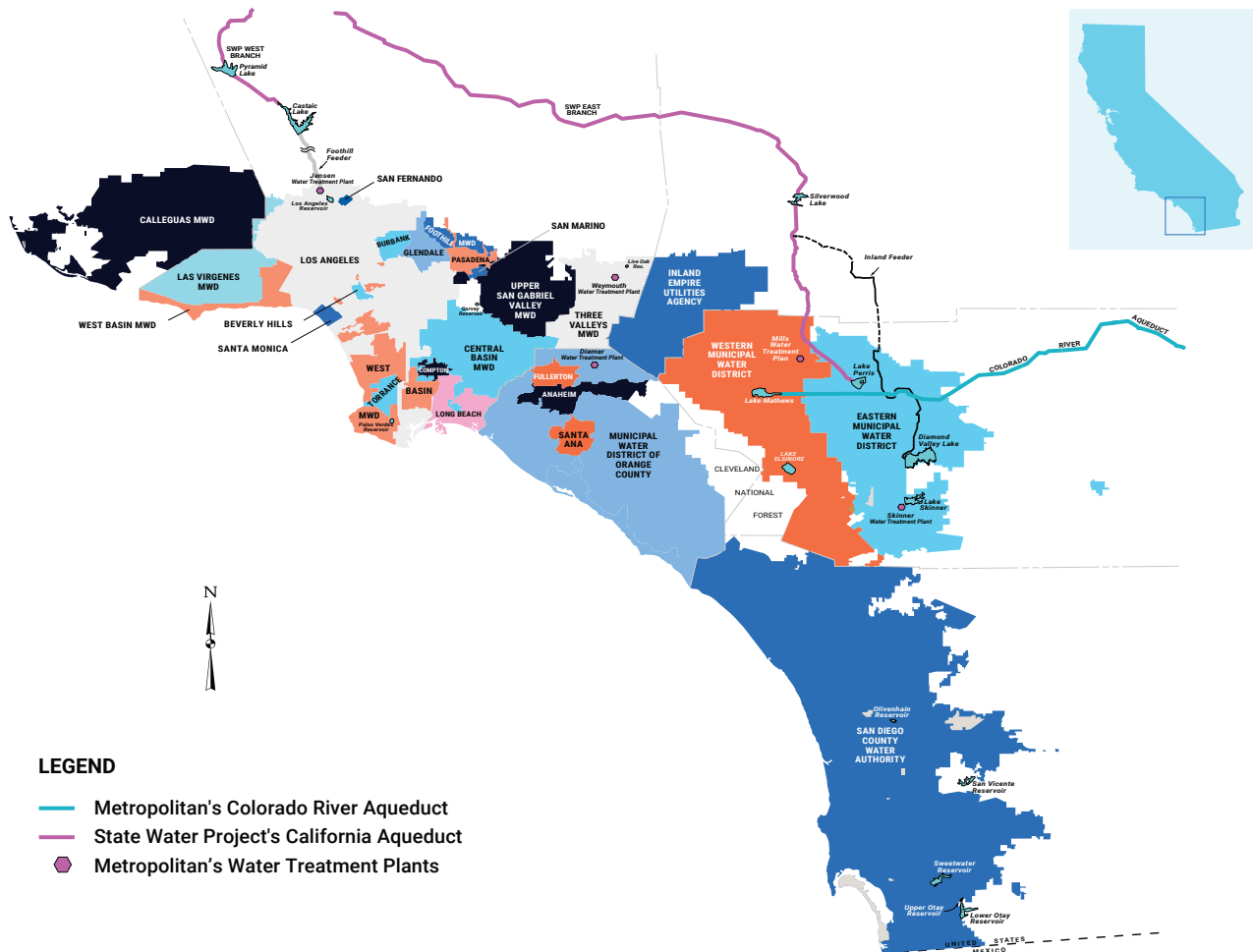


Figure 1. Metropolitan's service area in Southern California.

PURPOSE AND OBJECTIVE

The primary purpose of the ICP is to provide funding to promote pilots and demonstration projects that evaluate the water savings potential and reliability of innovative water savings devices, technologies, and strategies. The 2025 ICP will prioritize projects in the commercial, industrial and institutional (CII) sector (i.e. non-residential). Although Metropolitan is in Southern California (Figure 1), ICP solicitations welcome proposals from outside Metropolitan's service area as long as the results of the demonstrations are applicable to the Southern California region.

The objectives of the Innovative Conservation Program include:

- Supporting the demonstration of innovative water saving devices;
- Establishing a real-world water use baseline;
- Increasing public knowledge of water savings and reliability;
- Encouraging the use of innovative water management and conservation technologies by the general public; and
- Continuing and increasing collaboration to advance water use efficiency in Southern California.

PROJECT ELIGIBILITY

The ICP seeks to enable broad participation from government agencies, academic institutions, businesses, non-profit organizations, and entrepreneurs in seeking innovative solutions for water use efficiency. The project proponent does not have to be based within Metropolitan's service area, as long as the project relevant to water issues in Southern California. Eligible projects are those that seek to evaluate the water savings potential and reliability of innovative water saving devices, technologies, and strategies.

AVAILABLE FUNDING

In partnership with the Southern California Gas Company (SoCalGas), the 2025 ICP will offer a total of \$275,000 in awards, subject to availability of funds. Each proposal may request up to \$50,000 in funding for projects to be completed before June 2026. Organizations may submit more than one proposal if the scope of work is unique for each.

CONFIDENTIALITY

As a public agency, Metropolitan is subject to the Public Records Act, California Government Code § 6250 et. seq. Therefore, when determining what information to include with the application, please be aware that any information provided may be released to the public. Additionally, awardees' final reports are posted on Metropolitan's website and should be made suitable for public distribution.

SELECTION PROCESS

An online application can be found at www.mwdh2o.com/ICP and must be submitted by the deadline (April 30, 2025 at 1pm PST). Only applications submitted correctly by the deadline will be reviewed. A selection panel constituted of Metropolitan staff, SoCal Gas staff, and other industry experts will review and score the applications.

Funds will be allocated to projects in the order they are ranked until all funding has been exhausted. Partial funding may be offered to one or more of the projects, depending on project proposal ranking, available funds, and other determinations. Applicants will receive an email with the funding decision by the end of June 2025.

AGREEMENT PROCESS

All the projects offered funding will be required to enter into an agreement with Metropolitan. A completed W-9 Form (Request for Taxpayer Identification Number and Certification) is also required. A sample of a standard agreement is included as Appendix A. Grant recipients must agree to provide proof of insurance as required in the agreement (Exhibit C on Appendix A). Failure to execute an agreement between Metropolitan and the grant recipient will cause the project to be disqualified, and funding will be reallocated.

TIMEFRAME

Projects should have a proposed start date after June 1, 2025 and must be completed before June 30, 2026. One of the criteria for the evaluation of submitted proposals is the feasibility of project within timeframe proposed.

**The Innovative Conservation Program is funded
by Metropolitan in partnership with SoCalGas**



**THE METROPOLITAN
WATER DISTRICT OF
SOUTHERN CALIFORNIA**



APPENDIX A

INNOVATIVE CONSERVATION PROGRAM AGREEMENT

Agreement No. XXXXX

This Subaward Agreement, hereinafter referred to as Agreement, is between The Metropolitan Water District of Southern California (Metropolitan) and _____ (Grant Recipient). Metropolitan and Grant Recipient may be collectively referred to as “Parties” and individually as “Party”.

Explanatory Recitals

1. Metropolitan, through its Innovative Conservation Program (Program), provides financial incentives for research that document water savings and reliability of innovative water savings devices, technologies, and strategies that save water and help achieve regional water supply reliability. This Program was established per authorization detailed in Board Letter No. 8-5, dated August 20, 2002.
2. Metropolitan has been awarded funding from the Southern California Gas Company for this Program.
3. Grant Recipient was selected through a competitive Request for Proposal. Metropolitan and Grant Recipient agree to enter into an agreement for funding the (“Project”).

NOW, THEREFORE, in consideration of the promises and covenants hereinafter set forth, the Parties do agree as follows:

Terms of Agreement

1. Project Description
 - a. Grant Recipient shall carry out the Project as described Exhibit A [Scope of Work], which is hereby incorporated into this Agreement.
 - b. Grant Recipient shall provide the Project deliverables according to the timetable set forth in Exhibit B [Deliverables].

Time is of the essence in the performance of this Agreement. This Agreement shall be effective on the date of execution of this Agreement and terminate on _____, 2026, subject to earlier termination pursuant to Section 4. Extensions of time to complete all or portions of the Project, including any required deliverables, may be permitted at the sole discretion of Metropolitan and shall be documented in writing in the form of an amendment to this Agreement signed by all parties.

2. Agreement Term
3. Agreement Administrators
 - a. _____ is appointed Agreement Administrator for Metropolitan for the purpose of administering this Agreement.
 - b. The Agreement Administrator appointed by Grant Recipient for the purpose of administering this Agreement is _____.

- c. The designated Agreement Administrators may be changed by providing written notice to the other Party. Any communication required to administer this Agreement shall be in writing as follows:

Either Party may change such address by giving notice to the other Party as provided herein.

If to Metropolitan:

The Metropolitan Water District of Southern
California
P. O. Box 54153
Los Angeles, CA 90054-0153
Attention: Quinn Haaga

Or by email to qhaaga@mwdh2o.com

If to Grant Recipient:

4. Financial Incentive to Grant Recipient, Billings and Payments

- a. Metropolitan's financial contribution for the Project is not to exceed \$_____. Grant Recipient shall be responsible for all costs in excess of this amount.
- b. Metropolitan shall reimburse Grant Recipient only after a progress report and associated invoice has been received and approved by Metropolitan in compliance with the requirements of this Agreement and as scheduled in Exhibit B. Twenty-five (25) percent of total grant award is allocated for the final deliverable/final report which must be approved by Metropolitan.
- c. Upon discovery of a breach of contract by Grant Recipient, Metropolitan shall provide Grant Recipient a notice of breach indicating that Grant Recipient has 45 days to cure the breach. Breach of contract shall include, but not be limited to failure of the Grant Recipient to use any of the funds advanced by Metropolitan, failure of the Grant Recipient to complete work on the Project, failure of the Grant Recipient to provide the progress reports and invoices as scheduled, or failure of the Grant Recipient to provide final report by the date shown on Exhibit B. If the breach of contract is not cured within 45 days of the notice, Metropolitan may terminate the Agreement. Upon termination, Grant Recipient shall return all funding paid to Grant Recipient under this Agreement to Metropolitan within 30 days of receiving written notice of termination from Metropolitan.
- d. This Agreement may also be terminated by Metropolitan upon written notice to the Grant Recipient if work on the Project has not started by six months after the Agreement is executed.
- e. All invoices related to the Project must be submitted by Grant Recipient to Metropolitan by May 30, 2026, to be considered for payment under the provisions of this agreement. Invoices received after May 31, 2026 may not be paid.
- f. Grant Recipient shall submit an invoice to Metropolitan Accounts Payable only after Metropolitan Agreement Administrator confirms that the progress report to the

deliverable indicated on Exhibit B is acceptable. Invoices to Metropolitan will be paid 30 days after receipt of the invoices.

- g. Invoices shall include the following affirmation:

“By signing this invoice, I certify that the deliverable described above was met and the work described herein is an accurate and correct record of services performed for Metropolitan under this Agreement and these activities have not been billed on any other client invoice.”

5. Responsibilities and Ownership

- a. All materials and supplies necessary to implement the Project shall be the exclusive property of the Grant Recipient. Metropolitan shall have no ownership, right, title, security interest, or other interest in any Project facilities, materials, or supplies, nor any rights, duties, or responsibilities for operation or maintenance thereof.
- b. Grant Recipient is responsible for assuring that the Project complies with all federal, state, and local requirements including, without limitation, compliance with the California Environmental Quality Act.
- c. Grant Recipient is solely responsible for the performance of its staff or representatives in complying with the terms of this Agreement and for the proper allocation of funds provided by Metropolitan under this Agreement.
- d. Grant Recipient shall secure and maintain all licenses or permits required by law and shall comply with all ordinances, laws, orders, rules, and regulations pertaining to the work.
- e. Grant Recipient agrees to provide data and information as required to implement the Project and evaluate Projects implementation, costs, and water savings. Grant Recipient also agrees to provide high-resolution photos that are representative of the project being conducted for publicity purposes when requested by Metropolitan. Grant Recipient will make available for inspection to Metropolitan, upon reasonable advance notice, all records, computer files, and other documents relating to the Project. Such documents shall be available for inspection for a period of three years following Agreement termination.
- f. Grant Recipient shall provide all necessary services and materials for the Project including, but not limited to, program administration, promotion, marketing materials, data collection, analysis, and reporting.
- g. Grant Recipient shall use reasonable efforts to perform the work set forth in the Agreement substantially in accordance with the terms and conditions of this Agreement.
- h. Grant Recipient agrees to furnish and complete the work set forth in the Agreement in the capacity of an independent contractor, and neither Grant Recipient nor any of its employees, consultants, and sub-consultants shall be considered to be an employee or agent of Metropolitan.

6. Intellectual Property

- a. Grant Recipient owns all intellectual property pursuant to this individual agreement, including the right of copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. However, Grant Recipient grants The Metropolitan Water District of Southern California and its member public agencies and Southern California Gas Company a royalty-free, non-exclusive, and irrevocable right to use all intellectual property created or produced under this Agreement, including the right to reproduce, publish, or otherwise use the intellectual property for their purposes.
- b. As used herein, the term “intellectual property” includes, but is not limited to, all inventions, patents, copyrightable subject matter, copyrights, test data, trade secrets, other confidential information, and software. Grant Recipient shall notify Metropolitan, in writing, of all intellectual property conceived or developed in the course of Project development and operation under this Agreement.
- c. Grant Recipient shall cooperate in the execution of all documents necessary to protect the rights of the funding agencies to intellectual property under this Agreement, as requested by Metropolitan. When requested by Metropolitan or Southern California Gas Company, upon termination of this Agreement, Grant Recipient shall furnish a copy of all documents and other tangible media containing intellectual property developed by Grant Recipient during the course of this Agreement, including all prototypes and computer programs.
- d. Grant Recipient agrees that all results produced in the performance of this Agreement may be released to the public, to the extent permitted by the California Public Records Act and other applicable laws.

7. Indemnity

- a. Grant Recipient assumes all risk of injury to its employees, agents, consultants, sub-consultants, and contractors, including loss or damage to property, in the performance of this Agreement.
- b. Grant Recipient shall defend, indemnify, and hold harmless Metropolitan, its Board of Directors, officers, employees, and agents, from and against all claims, suits, or causes of action for injury to any person or damage to any property arising out of, pertaining to, or related to Grant Recipient’s negligence, recklessness or willful misconduct in the performance of this Agreement, including any claims, suits, or causes of action by any employee of Grant Recipients and/or sub-consultants relating to his or her employment status with Metropolitan and/or rights to employment benefits from Metropolitan.
- c. Grant Recipient shall include the following language in its agreement with any consultant retained by Grant Recipient to work on the Project: “Consultant agrees at its sole cost and expense to protect, indemnify, defend, and hold harmless Metropolitan, its Board of Directors, officers, employees, and agents, from and against any and all claims and liability of any kind (including, but not limited to, injury or death to any person, damages to property, natural resources or to the environment, or water quality problems) that arise out of or relate to Grant Recipient’s approval, construction,

operation, repair, or ownership of the Project. Such indemnity shall include all damages and losses related to any claim made, whether or not a court action is filed, and shall include attorney's fees, administrative and overhead costs, engineering, and consulting fees and all other costs related to or arising out of such claim or asserted liability."

8. Insurance

- a. Grant Recipient shall procure and maintain for the duration of this Agreement insurance or a program of self-insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Grant Recipient or its agents, representatives, or employees.
- b. If using commercial insurance, Grant Recipient shall obtain proof of insurance coverage in an updated ACORD form, attached hereto as Exhibit C and incorporated by reference, during the term of this Agreement. Failure to provide the updated insurance ACORD form may result in the withholding of Grant Recipient's payment. Grant Recipient shall list the agreement number on the ACORD form and email to Metropolitan's Agreement Administrator as indicated on Section 3.
- c. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- i. Insurance Services Office Commercial Liability coverage (occurrence Form CG0001).
- ii. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1, (any auto).
- iii. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- iv. Professional Liability or Errors and Omissions Liability insurance appropriate to the Grant Recipient's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

d. Minimum Limits of Insurance

Grant Recipient shall maintain limits no less than: General Liability: Including operations, products, and completed operations as applicable, \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project or location, or the general aggregate limit shall be twice the required occurrence limit.

- a. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

- b. Workers' Compensation: Shall be furnished in accordance with statutory requirements of the State of California and shall include Employer's Liability coverage of \$1,000,000 per accident for bodily injury or disease.
 - c. Professional Liability or Errors and Omissions Liability: \$1,000,000 per claim, with a \$2 million aggregate.
- e. Deductibles and Self-Insurance Retentions: Any deductibles or self-insured retentions must be declared to and approved by Metropolitan. At the option of Metropolitan, either 1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respect to Metropolitan, its officers officials, employees, agents, and volunteers or 2) the Grant Recipient shall provide a financial guarantee satisfactory to Metropolitan guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- f. Verification of Coverage: Grant Recipient shall furnish Metropolitan with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements and certificates are to be received and approved by Metropolitan prior to the commencement of work. Metropolitan reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting coverage and coverage binders required by these specifications at any time.
- g. Acceptability of Insurers: Insurance is to be placed with California admitted insurers with a current A.M. Best's rating of no less than A:VIII. A non-admitted carrier may be used with prior approval from Metropolitan, with an A.M. Best rating of no less than A: X. An exception to these standards will be made for the State Compensation Insurance Fund when not specifically rated.
- h. General Liability and Automobile Liability Endorsements: The commercial general liability policy and automobile policies are to contain, or be endorsed to contain, the following provisions:
 - i. Metropolitan, their officers, officials, employees, and agents are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Grant Recipient or automobiles owned, leased, hired, or borrowed by the Grant Recipient.
 - ii. For any claims related to this project, the Grant Recipient's insurance coverage shall be primary insurance with respect to Metropolitan and their officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Metropolitan, its officers, officials, employees or agents shall be excess of the Grant Recipient's insurance and shall not contribute with it.
 - iii. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Metropolitan.
 - iv. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the

additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

i. Other Endorsements and Insurance Provisions

- i. All rights of subrogation under the property insurance policy (if any) have been waived against Metropolitan.
- ii. The workers' compensation insurer, agrees to waive all rights of subrogation against Metropolitan for injuries to employees of the insured (Grant Recipient) resulting from work for Metropolitan or use of Metropolitan's premises or facilities.
- iii. If General Liability, Pollution and/or any Asbestos Pollution Liability and/or professional liability or Errors & Omissions coverage are written on a claims-made form:
 - 1) The "Retro Date" must be shown and must be before the date of the contract or the beginning of contract work.
 - 2) Insurance must be maintained for at least five (5) years after completion of the contract work. On Metropolitan's request, Grant Recipient shall provide evidence of insurance verifying that coverage is/was in effect during said five-year period.
 - 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the contract effective date, the Grant Recipient must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
 - 4) A copy of the claims reporting requirements must be submitted to Metropolitan for review.

9. Audit

- a. Grant Recipient shall be responsible for ensuring the accuracy and propriety of all billings and shall maintain all supporting documentation for the period specified below.
- b. Metropolitan will have the right to audit Grant Recipient's invoices and all supporting documentation for purposes of compliance with this Agreement during the term of this Agreement and for a period of three years following completion of services under this Agreement.
- c. Upon reasonable notice from Metropolitan, Grant Recipient shall cooperate fully with any audit of its billings conducted by Metropolitan and shall permit access to its books, records, and accounts for this Agreement as may be necessary to conduct such audits.

10. Prohibited Relationships with Sanctioned Countries and Persons

Grant Recipient represents and warrants that both 1) Grant Recipient and 2) to Grant Recipient's knowledge, its directors, officers, employees, subsidiaries and sub-consultants, are not engaged in any business transactions or other activities prohibited by any laws, regulations or executive orders relating to terrorism, trade embargoes or money laundering ("Anti-Terrorism Laws"), including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the "Executive Order"), the Patriot Act, and the regulations administered by the Office of Foreign Assets Control ("OFAC") of the U.S. Department of Treasury, including those parties named on OFAC's Specially Designated Nationals and Blocked Persons List. Grant Recipient is in compliance with the regulations administered by OFAC and any other Anti-Terrorism Laws, including the Executive Order and the Patriot Act. In the event of any violation of this section, Metropolitan shall be entitled to immediately terminate this Agreement and take such other actions as are permitted or required to be taken under law or in equity.

11. Equal Employment Opportunity, Affirmative Action, and Notification of Employee Rights Under the NLRA

Metropolitan is an equal opportunity employer and a federal contractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a), and 41 CFR 60-741.5(a) and that these regulations are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status, or disability. The parties additionally agree that, as applicable, they will abide by the written affirmative action program requirements of 41 CFR 60-1.40, 41 CFR 60-300.40, and 41 CFR 60-741.40. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws. The parties further agree that, as applicable, they will abide by the requirements of Federal Acquisition Regulation Clauses 52.222-26 (Equal Opportunity), 52.222-35 (Equal Opportunity for Veterans), 52.222-36 (Affirmative Action for Workers with Disabilities), and 52.222-40 (Notification of Employee Rights Under the National Labor Relations Act) and that these regulations are incorporated herein by reference. Grant Recipient agrees to submit to Metropolitan evidence of compliance with this article, as applicable, within 30 days of a request.

12. Force Majeure Events

- a. Excuse to Performance: In addition to specific provisions of the Agreement, lack of performance by any Party shall not be deemed to be a breach of this Agreement, where delays or defaults are due to acts of God, or the elements, casualty, strikes, lockouts, or other labor disturbances, acts of the public enemy, orders or inaction of any kind from the government of the United States, the State of California, or any other governmental, military or civil authority (other than Metropolitan, or another party to this Agreement), war, insurrections, riots, epidemics, landslides, lightning, droughts, floods, fires, earthquakes, civil disturbances, freight embargoes, or any other inability of any Party, whether similar or dissimilar to those enumerated or otherwise, which are not within the control of the Party claiming such inability or disability, which such Party could not have avoided by exercising due diligence and care and with respect to which such Party shall use all reasonable efforts that are practically

available to it in order to correct such condition (such conditions being herein referred to as "Force Majeure Events").

- b. Responding to Force Majeure Events: The Parties agree that in the event of a Force Majeure Event which substantially interferes with the implementation of this Agreement, the Parties will use their good faith efforts to negotiate an interim or permanent modification to this Agreement which responds to the Force Majeure Event and maintains the principles pursuant to which this Agreement was executed.

13. Use of Metropolitan's Name

Grant Recipient shall not publish or use any advertising, sales promotion, or publicity in matters relating to services, equipment, products, reports, and material furnished by Grant Recipient, in which Metropolitan's name is used or its identity implied without the Agreement Administrator's prior written approval. This provision survives the termination of this Agreement.

14. Miscellaneous

- a. This Agreement may be amended by written mutual agreement executed by both Parties. Any alteration or variation of the terms of this Agreement will not be valid unless made in writing and signed by both Parties. This Agreement constitutes the entire agreement between the Parties.
- b. This Agreement will inure to the benefit of and be binding upon Metropolitan and Grant Recipient and their respective successors. This Agreement is not assignable by either Party in whole or in part.
- c. The partial or total invalidity of one or more parts of this Agreement will not affect the intent or validity of this Agreement.
- d. No delay or failure by either party to exercise or enforce at any time any right or provision of this Agreement shall be considered a waiver thereof or of such party's right thereafter to exercise or enforce each and every right and provision of this Agreement. A waiver to be valid shall be in writing but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.
- e. This writing contains the entire agreement of the parties relating to the subject matter hereof; and the parties have made no agreements, representations, or warranties either written or oral relating to the subject matter hereof which are not set forth herein.
- f. This Agreement will be deemed a contract under the laws of the State of California, and for all purposes will be interpreted in accordance with such laws. Metropolitan and Grant Recipient hereby agree and consent to the exclusive jurisdiction of the courts of the State of California, and that the venue of any action brought hereunder will be in Los Angeles County, California
- g. The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement such Party is formally bound to the provisions of this Agreement, and (iv) the entering

into this Agreement does not violate any provision of any other Agreement to which said Party is bound.

Attachments incorporated in this Agreement include:

Exhibit A – Project Description [Scope of Work negotiated from Proposal]

Exhibit B – Deliverables [Deliverable Schedule negotiated from Proposal]

Exhibit C—Insurance ACORD Form (provided by the grant recipient)

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

NAME OF FIRM (ALL CAPS)

THE METROPOLITAN WATER DISTRICT OF
SOUTHERN CALIFORNIA

By:

Print Name

Title

Date:

(This Agreement must be signed in the above space by a person authorized to sign this document – partner, president, vice-president, chairman of the board.)

General Manager

By:

Date:

APPROVED AS TO FORM:

General Counsel

By:

Print Name

Title

Date:

(This Agreement could be signed in the about space by legal counsel if needed.)

By:

Date:

INNOVATIVE CONSERVATION SUBAWARD PROGRAM AGREEMENT

Agreement No. XXXXX

Exhibit A: Scope of Work

Scope of Work

<Scope of Work will be defined during contract negotiations>

INNOVATIVE CONSERVATION SUBAWARD PROGRAM AGREEMENT

Agreement No. XXXXX

Exhibit B: Deliverables

Deliverables and Payment (maximum payment: \$XXXXXX)

<Quantity of deliverables will be defined during contract negotiations>

Deliverable 1 (DUE DATE) (PAYABLE): Milestone

Deliverable 2 (DUE DATE) (PAYABLE): Milestone

Deliverable 3 (DUE DATE) (PAYABLE): Milestone

Deliverable 4 (DUE DATE) (PAYABLE): Milestone

Deliverable 5 (DUE DATE) (25% of maximum payment): Final Report

Invoice for payment will be accepted and processed only after Metropolitan approves the report for the deliverables.

INNOVATIVE CONSERVATION SUBAWARD PROGRAM AGREEMENT

Agreement No. XXXXX

Exhibit C: Insurance ACORD Form

<To be provided by the Grant Recipient>

ACORD™ CERTIFICATE OF LIABILITY INSURANCE						Date (MM/DD/YYYY)
PRODUCER Name and Address of the Insurance Broker or Insurance Carrier			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
Phone:		Fax:		INSURERS AFFORDING COVERAGE		
INSURED Name and Address of the Insured			INSURER A: INSURER B: INSURER C: INSURER D: INSURER E:			
COVERAGES						
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
Coverage Type	Insurer	Policy	Effective Date	Expiration Date	Limit Type	Amount
General Liability						
					Each Occurrence	
					Aggregate	
					S.I.R.	
Workers' Compensation						
					Each Occurrence	
					Aggregate	
					S.I.R.	
Automobile Liability						
					Each Occurrence	
					Aggregate	
					S.I.R.	
Errors & Omissions Liability						
					Each Occurrence	
					Aggregate	
					S.I.R.	
Employment Practices Liability (EPL)						
					Each Occurrence	
					Aggregate	
					S.I.R.	
Environmental Liability						
					Each Occurrence	
					Aggregate	
					S.I.R.	
DESCRIPTION OF OPERATIONS/LOCATIONS/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS The Metropolitan Water District of Southern California, its Board of Directors, Officers, employees, agents and guests are named as the additional insured.						
CERTIFICATE HOLDER			CANCELLATION			
Attn: _____ Metropolitan Water District of Southern California 700 North Alameda Street Los Angeles, California 90012			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.			
			AUTHORIZED REPRESENTATIVE			
ACORD 25-S						