

**MINUTES OF THE REGULAR MEETING OF THE
PUBLIC AFFAIRS COMMITTEE OF THE
BOARD OF DIRECTORS OF THE
VISTA IRRIGATION DISTRICT**

November 6, 2014

A meeting of the Public Affairs Committee of Vista Irrigation District was held on Thursday, November 6, 2014, at the offices of the District, 1391 Engineer Street, Vista, California.

1. CALL TO ORDER

Chair Franklin called the meeting to order at 3:45 p.m.

2. ROLL CALL

Committee members present: Franklin.

Committee members absent: Vásquez.

Staff present: Brett Hodgkiss, Administrative Services Manager; Eldon Boone, Assistant General Manager; and Lisa Soto, Board Secretary.

Other attendees: Information Systems Supervisor, Michael Hamilton was present for Item 8 of the agenda.

3. APPROVAL OF AGENDA

The agenda was approved as presented.

4. PUBLIC COMMENT TIME

No public comments were presented on items not appearing on the agenda.

5. CALIFORNIA SPECIAL DISTRICTS ASSOCIATION EDUCATIONAL GRANT PROGRAM

See staff report attached hereto.

Administrative Services Manager Brett Hodgkiss stated that he was contacted by Director Vásquez earlier, and he expressed his regret that he would not be able to attend the meeting due to a medical emergency for his wife. Mr. Hodgkiss stated that Director Vásquez requested that Mr. Hodgkiss convey some specific comments on some of the agenda items on his behalf.

Mr. Hodgkiss provided some background regarding the California Special Districts Association (CSDA) Educational Grant Program and stated that the District received only one application this year. Mr. Hodgkiss said that Director Vásquez stated that this application described a great project, but the project did not make a strong connection to special districts. Mr. Hodgkiss added that Director Vásquez recommended against forwarding the application to CSDA for further consideration. After considering Director Vásquez' comments, Chair Franklin stated that he understood Director Vásquez's concern, but would recommend forwarding the application to CSDA for final review because it was the only application received, and the project does provide education for the students regarding native plants and water conservation, both of which are relevant topics to this special district.

6. VID SCHOLARSHIP CONTEST

See staff report attached hereto.

Mr. Hodgkiss said that the last time the VID Scholarships were discussed, the Board requested that the Committee consider changing the essay question and adding a question about the other special districts that provide services for the applicant's community. Mr. Hodgkiss explained the history of the VID Scholarship Contest, stating that it was originally a contest sponsored by CSDA, but it was discontinued in favor of the CSDA Educational Grant Program. Mr. Hodgkiss said that the District decided at that time to continue the contest in its own name and focus the essay portion on water issues and the specific services provided by Vista Irrigation District.

Director Franklin considered the essay question posed on the draft scholarship application, and noted that it was a two-part question. Mr. Hodgkiss stated that Director Vásquez recommended the elimination of the second half of the two-part question, leaving only the question about how the District can better engage young people to communicate the importance of using water wisely. Director Franklin concurred with the recommendation made by Director Vásquez. Director Franklin also stated the request to list special districts serving the applicant's community not be added to the application because it was a District contest focusing on water issues and not a CSDA contest which covers all types special districts and the services that each provides.

7. 2014 ANNUAL REPORT AND SPRING NEWSLETTER

See staff report attached hereto.

Mr. Hodgkiss recalled that upon the Committee's recommendation the previous year, the annual report was produced in electronic format only and made available on the District's website. In addition, a supplemental four-page newsletter was mailed to all of the District customers with their water bill. Mr. Hodgkiss said that the electronic annual report and the four-page newsletter both were ideas that worked out well. Mr. Hodgkiss presented some content ideas for this year's annual report and newsletter, which he stated he also shared with Director Vásquez who was agreeable to keep the same format. Chair Franklin requested that staff move forward with preparing a draft of both documents to be brought back to the Committee for consideration.

8. DISTRICT WEB SITE

See staff report attached hereto.

The meeting relocated at this time to the office of Information Systems Supervisor, Michael Hamilton who presented an overview of the District's website from both a technical (back end) and non-technical (front end) perspective. Mr. Hamilton demonstrated the District's custom content management site and reviewed its functionality and lack of functionality. The projected cost for building a new web site was discussed, as were contract issues such as the District's standard insurance requirements. Director Franklin suggested that perhaps the District's standard insurance requirement is excessive for a project of this scope. He asked staff to see if an exception can be made in this regard, as he believed a reduced insurance requirement could greatly reduce the cost of the consultant. Director Franklin stated that another cost saving measure would be to avoid assigning the project to a committee. He recommended a future agenda item in which the website would be presented in detail at the onset of the project. It would be at this time that the Board members would each have an opportunity to provide input regarding the look, feel, and functionality of the new site. After this, Director Franklin stated he believed the project

would be best turned over to one staff member to work closely and efficiently with the consultant to carry out the board's wishes.

Director Franklin reviewed his understanding of the main issues with the District's current web site. He noted that the site is not easily editable by all staff, it looks outdated, it is not easily searchable, and it is not well organized. Director Franklin discussed the benefits of using an off-site web server company which he believed would be more cost effective for the District. He also discussed going to a database driven, modular, open platform site which he believed would be easier to change and/or upgrade in the future.

9. COMMENTS BY COMMITTEE MEMBERS

None were presented.

8. ADJOURNMENT

There being no further business to come before the Committee, at 4:55 p.m. Chair Franklin adjourned the meeting.



John B. Franklin, Chair

ATTEST:



Lisa R. Soto, Secretary
Board of Directors
VISTA IRRIGATION DISTRICT



Agenda Item: 5

Board Meeting Date: November 6, 2014
Prepared By: Brett Hodgkiss
Reviewed By: Eldon Boone
Approved By: Roy Coox

SUBJECT: CALIFORNIA SPECIAL DISTRICTS ASSOCIATION EDUCATIONAL GRANT PROGRAM

RECOMMENDATION: Review an educational grant application and consider forwarding to the San Diego Chapter of the California Special Districts Association (CSDA) for final review and awarding of grants.

PRIOR BOARD ACTION: The Board approved the District's participation in CSDA's educational grant program at its January 6, 2010 meeting.

FISCAL IMPACT: None. The educational grant program is funded by CSDA.

SUMMARY: In 2009, CSDA replaced its scholarship program with a new educational grant program to facilitate teachers to add curriculum geared toward increasing students' knowledge and awareness of special districts and their role in local government. CSDA is offering educational grants for the 2014/2015 school year. Approximately \$6,000 in grant funding is available for the San Diego area during this school year.

DETAILED REPORT: On September 16, 2014, the District received information and application materials for the educational grant program from CSDA San Diego chapter president Kathleen Coates Hedberg. Districts were asked to distribute the application materials to elementary, middle and high schools within their service area and be responsible for collecting, judging and forwarding up to three applications to CSDA for final review and awarding of grants. Individual grant requests may not exceed \$1,000, and the associated projects must be completed by May 1, 2015.

The District distributed materials to all schools within its jurisdictional boundaries on September 17, 2014. Follow-up calls were made to the schools to make sure the application materials were received and inquire as to teachers' interest in the program. Application materials were also made available on the VID's web site. The District received one application by the October 31, 2014 deadline. The application was submitted by Joe Vredenburgh from Rancho Buena Vista High School.

Public Affairs Committee members Franklin and Vásquez are the competition judges for VID applicants. The Committee will consider forwarding the application to CSDA for final review and awarding of grants. The deadline to submit applications to CSDA is November 7, 2014. Grant recipients will be announced and funds will be distributed by November 28, 2014. Grant recipients will also be invited to attend the CSDA San Diego Chapter Recognition Dinner to be held on May 21, 2015.

ATTACHMENTS:

1. Grant Instructions, Evaluation Criteria and Guidance
2. Grant Application from Rancho Buena Vista High School



2014/2015 Grant Application Instructions

Purpose of SDCSDA Grant Program

This program was developed to help increase knowledge and awareness of Special Districts and their role in local government at local high schools, middle schools, and elementary schools. Special Districts are the most direct link to government for many Californians, yet few people understand how Special Districts work and their history within the community. Special District's provide essential services, such as fire and emergency medical response, water and sewer treatment, parks and recreation, healthcare and hospitals, public utilities and cemeteries. A full list of Special Districts located in San Diego County can be found at LAFCO's website: http://www.sdlafco.org/Webpages/agency_maps_links.htm. Additional SDCSDA information can be found at the following website: <http://www.csda.net/san-diego-chapter>

The Selection Committee will evaluate completed applications using the following criteria:

1. The educational project/activity is directed toward one or more of the following targets:
 - a. The purpose of Special Districts: What are the benefits and services of Special Districts?
 - b. How do Special Districts fit into the California governmental structure?
 - c. Number of students benefiting from the program/activity.
2. Individual grant applications for SDCSDA funding are not to exceed \$1,000. Grant requests of lesser amounts are encouraged.

Application Requirements:

1. Description of Project: Please describe your project in one or two pages.
 - a. Description of how the project meets, at least, one of the following:
 - i. The purpose of Special Districts: What are the benefits and services of Special Districts?
 - ii. How do Special Districts fit into the California Governmental Structure?
2. Objective of Project:
 - a. Describe the goals and objectives for students for this project/activity.
 - b. Describe how many students, staff members, community members will be involved.
 - c. Describe how this project/activity will fit into the class curriculum.
 - d. Provide the location, timeline or schedule for your project (project must be completed by May 1, 2015).
 - e. Provide a detailed budget listing any in-kind resources or matching funds being used and list any items which may be non-consumables and available for future use.
 - f. List all Special Districts serving your School District and their core service (i.e. Vallecitos Water District, water, sewer, reclaimed water).

Applications can be submitted in either of two ways:

1. Email application to breyes@vid-h2o.org
OR
2. Mail application to:
Vista Irrigation District
Attn: Brent Reyes
1391 Engineer St
Vista CA 92081

Completed applications must be received by **October 31, 2014**. Awarding of grants will be announced by November 28, 2014. Funds will be distributed by check, made payable to the school's identified organization or foundation and designated for the specified project. For any questions, please contact Brent Reyes at (760) 597-3107 or by email breyes@vid-h2o.org.



2014/2015 Grant Application Guidance

SDCSDA Grant Program Application

Only essential information is required. The intent of the application is to be simple and easily completed. SDCSDA does not want to burden teachers with the application process. **Grant selection is based on curriculum's nexus to Special Districts** verses application's length or level of detail.

Previous SDCSDA Educational Grant Recipients

SDCSDA Educational Grants are awarded to a diverse array of topics. For example, the following lists some previous recipients.

- Water, Water Everywhere... Where Does It Come From? – middle school students learn Special Districts involvement with acquisition and delivery of water, along with water testing , quality control and environmental issues of water.
- Some Like It Hot – middle school students learn how Special Districts are involved in supplying water to the community along with related social studies and science curriculum.
- Virtual Field Trips – introduce students to broader experiences than otherwise would be possible through use of technology to learn about California's parks along with their governance through the State and Special Districts.
- Go Green to Get Greener – elementary school students' hands-on ecology project demonstrating recycling and composting for growing their own vegetable garden, including related curriculum associated with Special Districts.
- Environmental Photographic Project – high school students' photography project focusing on the importance of water use and conservation in relation to water districts drought measures.
- Outdoor Living Classroom – elementary school students participate in a living outdoor science classroom learning about drought-tolerance and environmental issues of horticulture.
- BizTown Experience – students learned the vital role Special Districts play in local government.

Grant Recipient Recognition Dinner – May 21, 2015

Grant recipients, along with a companion, are invited and expected to attend as guests of their sponsoring SDCSDA agency to the SDCSDA Annual Recognition Dinner on Thursday, May 21, 2015.

Grant recipients will be recognized for their accomplishments and expected to make a brief presentation of their award-winning program.

2014/2015 Grant Application

Waterwise. Saving water through Native Plant Landscapes, Hydroponics and Aquaponics

IDENTIFYING INFORMATION

Teacher's name Joe Vredenburgh

Teacher's Email address joevredenburgh@vistsusd.org

Grade Subject AP Environmental Science 11th and 12th grade

School name School District Rancho Buena Vista High School

Vista Unified School District

School address, including street, city and zip

Principal's name School phone number Chuck Schindler

Name of organization to receive funds (i.e. PTA or school foundation to receive funds)

Rancho Buena Vista High School Science Department

Project title Grant amount requested \$1000

Teacher's phone number 760 727-7284 ex72324

Please tell us how you heard about this program

Email

Application Requirements:

1. Description of Project: Please describe your project in one or two pages.

Our focus is on teaching how Special districts can help us with saving water. There are many water saving classes and educational programs that the special districts offer in water conservation. Our project will be looking at saving water in two major areas: We will focus Food production and Landscaping and use the expertise of our local districts to develop demonstration projects to use school wide. All RBV science students taking AP Environmental Science will help develop these projects. For food production we are looking at two alternatives to traditional farming and irrigation methods. We will be setting up both Hydroponic and Aquaponic systems and compare costs, water use and plant yields for both systems. For the native plants landscape we are taking an existing area on campus that has been neglected due to

lack of care and we will be planting native plants and setting up a drip irrigation to support its growth until the plants are established. We will also be germinated native plant seeds to transplant into larger plants so we can grow native plants in other areas of our campus. We will also test the feasibility of running the hydroponic system using solar power. The students will make a video of the results from these projects to share with other students on campus. The video will be in an infomercial format. The focus of the video will be on how the educational programs of the Special districts can help everyone save water. Students also need to share these videos with their families. A reflection sheet will include parent signatures to prove the parents have viewed the videos.

- a. Description of how the project meets, at least, one of the following:
 - i. The purpose of Special Districts: What are the benefits and services of Special Districts? Special districts deliver highly diverse services including water, closed captioned television, mosquito abatement, and fire protection. Most special districts serve just a single purpose, such as sewage treatment. Others address a multiplicity of needs, as in the case of community service districts, which can offer up to 16 different services. Districts' service areas can range from a single city block to vast areas which cross city and county lines.
 - ii. How do Special Districts fit into the California Governmental Structure? State law defines a special district as "any agency of the state for the local performance of governmental or proprietary functions within limited boundaries" (Government [d]). In plain language, a special district is a separate local government that delivers public services to a particular area.
2. Objective of Project: Water conservation education for 300 students.
 - a. Describe the goals and objectives for students for this project/activity. Water conservation projects (using special district expertise) will be set up tested and video tapes into and infomercial format.
 - b. Describe how many students, staff members, community members will be involved. About 300 students.
 - c. Describe how this project/activity will fit into the class curriculum. Saving water is a major component of AP Environmental Science. Common core requires hands on real world lab work combined with an integration with technology.
 - d. Provide the location, timeline or schedule for your project (project must be completed by May 20, 2015). The locations include Buena Vista park in Vista, Rancho Buena Vista High School

e. Provide a detailed budget listing any in-kind resources or matching funds being used and list any items which may be non-consumables and available for future use.

Aquaponics classroom kit (\$250), Hydroponics classroom kit(\$200), 2 x 10 watt solar panels, pond pump (\$300), 20 fish (tilapia)(\$80), 40 half gallon native plants(\$110), 6 packs of native and food plant seeds(\$30), indoor seed germinator (\$30).

f. List all Special Districts serving your School District and their core service (i.e.Vallecitos Water District, water, sewer, reclaimed water). Vista Fire protection, Vista Irrigation district, Tri City Health care district, City of Vista Sanitation District

**Agenda Item: 6**

Board Meeting Date: November 6, 2014
Prepared By: Brett Hodgkiss
Reviewed By: Eldon Boone
Approved By: Roy Coox

SUBJECT: VID SCHOLARSHIP CONTEST

RECOMMENDATION: Review and provide feedback on draft application materials, including the essay question and timeline for the Vista Irrigation District (VID) Scholarship Contest.

PRIOR BOARD ACTION: At its January 6, 2010 meeting, the Board decided to continue the District's scholarship contest without the California Special Districts Association's (CSDA) participation.

FISCAL IMPACT: \$3,000 for the scholarship contest is included in the budget.

SUMMARY: For sixteen years, the District had participated in the scholarship contest sponsored by CSDA. After many successful years of the scholarship program, CSDA decided "to embark on a new and expanded educational opportunity to reach a greater number of students in our local schools." To this end, CSDA has replaced the scholarship program with a new educational grant program to facilitate teachers to add curriculum geared toward increasing students' knowledge and awareness of special districts and their role in local government.

In January 2010, the Board decided to continue running the District's scholarship contest without CSDA participation. While a majority of the requirements remained the same as the CSDA scholarship contest, the essay topic has been changed periodically to focus on issues impacting San Diego County water supplies and more specifically the District. During last year's discussions regarding the scholarship contest, the Board suggested that the Public Affairs Committee change the essay question/topic and make it specific to the District. It was also suggested that applicants be asked to name the special districts that serve their community.

DETAILED REPORT: Staff has prepared a draft application package for the Public Affairs Committee's review and feedback. The scholarship contest requirements, as presented in the draft application package, are the same as last year. Per the Board's suggestions, staff has included an essay question/topic and requested applicants to list the special districts that serve their community.

Staff anticipates distributing application packages to counselors of high schools within the District's jurisdictional boundaries in November. Follow-up calls will be made to counselors to make sure the application materials are received. Additional scholarship promotional efforts will include placing information about the scholarship in high schools' monthly scholarship bulletins and on daily video bulletins (if space is available), issuing a news release, and announcing the program on our web site. Application materials will also be made available on the District's web site.

As proposed, application packages would be due to the District by 5:00 p.m. on Wednesday, February 27, 2015. The Committee, which serves as the competition judges, could meet the following week (based on Committee members' availability) to review the applications and recommend a winner. The Committee's recommendation for the winner could then be submitted to the Board for consideration at the second meeting in March or the first meeting in April. A certificate in the amount of \$1,500 could then be presented to the winner at the next scheduled Board meeting. As in the past, once the student has enrolled at a university, District staff will forward a check in the amount of \$1,500 to the school on behalf of the student. The Board also has discretion to use the remaining budget to award runner-up and honorable mention scholarships, if warranted.

ATTACHMENT: Draft scholarship application package



SCHOLARSHIP APPLICATION PACKAGE

The Vista Irrigation District (VID) invites local high school seniors to compete for a scholarship of \$1,500 from VID. A Winner will be chosen based on the quality of essay prepared by the applicant, as well as academic and service qualifications. Applications will not be accepted if all criteria are not met including correct formatting. **Applicants must submit the following documents by February 27, 2015:**

1. Completed application form.
2. High School transcript and continuing education registration information.
3. School/Community involvement:
 - a. One letter of recommendation from a high school faculty member.
 - b. One letter of character reference from a personal or professional associate.
4. A typewritten personal statement (**two pages or less, Arial font, 12 point type, with 1 inch margins top, bottom, left and right, and line spacing set to 1½**). Suggested topics include the student's reasons for applying for the scholarship or seeking a higher education, the student's educational/career goals, personal background or interests.
5. A typewritten essay (**two pages Arial font, 12 point type, with 1 inch margins top, bottom, left and right, and line spacing set to 1½**) addressing the following topic/question:

How can the Vista Irrigation District better engage young people to communicate the importance of using water wisely? In turn, how can young people help ensure the Vista Irrigation District has a stable water supply now and in the future?

The essay will be judged on originality and demonstrated understanding of the subject matter. Applicants are encouraged to research the topic through one or more of the following methods:

- a. Library/internet research
- b. Attendance at a water district board meeting
- c. Oral interviews with water district employees or officials

Students may obtain an application package from their Scholarship Counselor or from VID by contacting Brent Reyes at (760) 597-3107. The application package and related materials are also available on the district's website (www.vid-h2o.org) in the Publications section.

A completed application package must be submitted to the Vista Irrigation District, 1391 Engineer Street, Vista, CA 92081-8840, **by 5:00 PM on Friday, February 27, 2015.**

VID will review qualified applications and select a winner who will receive a \$1,500 scholarship from the district. Once enrolled at a college, university or trade school, VID will send a check directly to the school on scholarship recipient's behalf.



2015 SCHOLARSHIP APPLICATION

(Competition is open to high school seniors
who live or attend school in VID's service territory)

Name: _____

Telephone number and best time to call: _____

Address: _____

High School: _____ GPA: _____

Post high school education plans (college, vocational school, on-the-job-training, etc.)

Service performed through school organizations, volunteer or community activities,
church or clubs, etc. (Include contact name/telephone for verification where possible)

Honors or special recognitions received (school or other)

If employed, job title and total hours per week: _____

Job Responsibilities: _____

List the special districts that provide services to your community



Agenda Item: 7

Board Meeting Date: November 6, 2014
Prepared By: Brett Hodgkiss
Reviewed By: Eldon Boone
Approved By: Roy Coox

SUBJECT: 2014 ANNUAL REPORT AND SPRING NEWSLETTER

RECOMMENDATION: Discuss information to be contained in the 2014 Annual Report and Spring Newsletter.

PRIOR BOARD ACTION: None.

FISCAL IMPACT: Printing costs for a four-page newsletter are estimated at \$3,000. Based on information received from Infosend, the District's bill printing and mailing service provider, staff does not anticipate any additional postage costs associated with inserting the document in with the water bills. Design and layout of the annual report and newsletter are performed in-house by District staff. There is no cost associated with posting an electronic version of each document to the District's website.

SUMMARY: Each year the District prepares an annual report that includes its financial statements, demographic data and articles about various water related topics, such as water conservation, infrastructure improvements and security. Prior to beginning the layout and design process, staff meets with the Committee to receive input regarding the contents of Report. Staff is ready to begin working on the 2014 Annual Report and would like to get the Committee's ideas for content of the report.

Last year, the Committee also provided input on a four-page newsletter. Staff is also formulating ideas for the newsletter and would like to get the Committee's thoughts on the content of this year's document.

DETAILED REPORT: Since the first edition, the annual report has been primarily a financial report, in that it focused on the District's audited financial statements. The annual report has also included District demographics and other statistical data shown in graphs. Over the years, articles about District activities and projects, and other water related topics have been added.

The 2013 annual report was only produced in an electronic format. In lieu of printing the annual report, which had very limited distribution, the decision was made to develop an expanded newsletter and mail to all customers with their water bills. The four-page newsletter included some articles and demographic information from the annual report as well as other relevant/timely information.

At this time, staff is requesting the Committee's input on the information to be contained in this year's annual report and four-page newsletter.



Agenda Item: 8

Board Meeting Date: November 6, 2014
Prepared By: Brett Hodgkiss
Reviewed By: Eldon Boone
Approved By: Roy Coox

SUBJECT: DISTRICT WEB SITE

RECOMMENDATION: Review website design and development request for proposal.

PRIOR BOARD ACTION: None.

FISCAL IMPACT: \$30,000 is included in the budget to redesign the website.

SUMMARY: The District's web site was last updated in 2003. At that time, the "look and feel" of the web site and how it was updated changed. The District contracted with Batiz.com to design and implement a new web site as well as a content management solution that allowed District staff to easily update select web site pages without computer programming knowledge.

The District's current web site is made up of static and non-static pages. Static pages, which require infrequent updates, must be updated using HTML programming. Non-static pages, such as Board Minutes and Agendas and On-line Publications, are updated on a more frequent basis using a custom content management system. While the content of the non-static pages can be easily changed, the layout cannot. Significant changes to the existing web site, such as adding new pages or changing page layouts, need to be performed by a consultant.

The District issued a request for proposal for website design and development services in spring 2014. Ten consultants submitted proposals with costs ranging from about \$5,000 to nearly \$140,000. Staff reviewed the proposals and determined that the top three firms' cost estimates, which ranged from \$16,000 to \$31,000, exceeded the amount (\$8,000) that was included in the budget for this project. For this reason, the project was put on hold so a new budget amount (based on the proposal costs) could be included in the fiscal year 2015 budget.

DETAILED REPORT: During the review of fiscal year 2015 budget, the Board reviewed the amount being budgeted for updating the District's website. Staff explained the amount being requested was based on the cost estimates received in responses to a request for proposal issued for website design and development. Director Franklin expressed concerns over the cost estimate and indicated his interest in reviewing the request for proposal to see how it corresponded with the cost estimates provided by respondents. After completing their discussions, the Board asked that the Public Affairs Committee review the website design and development request for proposal with staff.

The goal of this project is to redesign the District's website to enhance the overall appearance and navigation of the site while retaining the current content, features, and functionality with anticipation for future growth and development. This new site is to be redesigned utilizing a content management system that will allow District staff to dynamically post content, update and redesign pages as needed.

ATTACHMENT: Website Design and Development Request for Proposal



**REQUEST FOR PROPOSAL
FOR
WEBSITE DESIGN AND DEVELOPMENT**

PROPOSALS DUE:
Month Day, Year
4:00 p.m.

Request for Proposal

The Vista Irrigation District (“District”) will be accepting proposals for Website Design and Development.

Background:

The Vista Irrigation District (District) was organized in September 1923. Its mission is to provide a safe and reliable supply of water to its customers. The District currently serves over 28,400 accounts with a population of 124,000 people.

A five member Board of Directors (Board) governs the District. The General Manager and administrative staff implement the policies approved by the Board and handle the District’s day-to-day operations.

The service area lies within the northwestern quadrant of San Diego County, encompassing approximately 21,200 acres in its service area. Historically, the District has received 30% of its water supply from Lake Henshaw which, along with the surrounding 43,000 acre Warner Ranch, is owned and operated by the District. The remaining 70% of the District’s supply comes from Northern California through the State Water Project and from the Colorado River. These sources are conveyed to the District via aqueducts owned and operated by water wholesalers, the Metropolitan Water District of Southern California and the San Diego County Water Authority.

Goal and Objectives:

The goal of this project is to redesign the District’s website to enhance the overall appearance and navigation of the site while retaining the current content, features, and functionality with anticipation for future growth and development. This new site is to be redesigned utilizing a content management system (selected as part of this project) that will allow District staff to dynamically post content, update and redesign pages as needed.

The project is expected to be a collaborative effort led by the Consultant in conjunction with a select group of District staff. Brett Hodgkiss, Administrative Services Manager, will serve as the project manager for the website redesign project.

Objectives

1. Select a content management system which best satisfies the goals of the project while meeting the needs and requirements of the District.
2. Redesign the website to enhance the appearance of the site updating the color schemes, graphics, and flash animations.
3. Redesign the layout of the content and pages to give a consistent appearance and improve site navigation to increase accessibility to site content.
4. Install and configure selected content management system on targeted District host server. Targeted host server is: Microsoft Windows Server Standard 2008 R2 with IIS 7 and SQL Server 2008.
5. Implement new site using content management system and prepare site to be administered by District staff allowing them to dynamically post content, update and redesign pages as needed.
6. Redevelop currently provided features and functions for the new site and migrate all content and associated documents to new site.
7. Test and validate new site design and functionality including the reporting of site statistics.

8. Train District staff in the use and administration of the website utilizing the content management system, including, but not limited to, posting content and adding pages.
9. Place the new site online for public use.

Scope of Work:

Please refer to Scope of Work (Attachment 1) for details.

Evaluation Criteria and Response Requested:

Proposals should be concise and to the point to facilitate ease of evaluation. Proposals will be reviewed and evaluated based on overall qualifications, not solely the lowest fee. Applicants will be judged on the following criteria:

1. Proposals
 - a. Qualifications of the design/development team
 - b. Past experience on similar projects
 - c. Proposed project vision showing the ability to meet project goals and objectives
 - d. Depth of experience with proposed content management solution(s)
 - e. Demonstrable understanding and knowledge of website design and implementation
 - f. References
 - g. Stability of Firm
 - h. Total cost (Attachment 2)
2. Ability to meet the requirements of the Scope of Work (Attachment 1) and terms and conditions set forth on the sample Agreement for Services (Attachment 4).
3. Meet insurance coverage as described in Attachment 3; this is mandatory. In particular, the endorsement referred to below must be produced before work can start:
 - i. The DISTRICT, its directors, officers, employees, and authorized volunteers are to be covered as additional insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONSULTANT; and with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT's insurance using ISO endorsement CG2010, CG2033, or equivalent, or as a separate owner's policy.

Submission Process:

Proposal submissions should consist of the following:

1. Letter of interest
2. Overview and background of the firm or individual submitting the proposal. Overview should include information regarding number of years in business, number of employees and location of office(s).
3. Names of web designer(s), developer(s), graphic artist(s) content and project manager(s) that will work on the project as well as each individual's relevant experience.

4. Proposal narrative, including your understanding of the Scope of Work, vision for successful implementation of the project goals and objectives and any other relevant information.
5. Timeline estimates for each stage of the project, including planning, development, implementation, testing and training.
6. Comprehensive information about the content management system(s) being recommended for use in the project. This should include hardware and software requirements, functional specifications, licensing included in proposal and links to websites that you have developed that use these products.
7. Samples or links to previous web design work relevant to this project.
8. Reference information for similar projects. This should include: name and address of the agency or company, time period of the project, brief description and scope of the project, recommended software/hardware solutions, and the names and contact information for individuals who can speak to the team's qualifications and details of the provided services.
9. Completed Proposal Form – Project Cost (Attachment 2)

Submit your written proposal by mail by **4 p.m. on Month Day, Year** to Vista Irrigation District, 1391 Engineer Street, Vista, California 92081-8840; Email: cmoyer@vid-h2o.org; Fax: (760) 597-3011 (Attn: Christina Moyer, Purchasing Agent).

Project finalists may be required to give a presentation that includes the respondent's background and experience, vision for the project, website samples of similar projects, overview of the recommended content management system(s) and project costs.

Questions:

If you have any questions regarding the specifications, please do not hesitate to call. All questions must be directed to Brett Hodgkiss, Administrative Services Manager (760) 597-3162 or to Christina Moyer, Purchasing Agent (760) 597-3111. Your cooperation is greatly appreciated.

Attachments:

<i>Number</i>	<i>Description</i>
1.	Scope of Work
2.	Proposal Form – Project Cost
3.	Vista Irrigation District Insurance Requirements
4.	Sample Agreement for Services

ATTACHMENT 1
SCOPE OF WORK

The Consultant must deliver to the District a fully operational website based on the following phases of work.

1. **Plan:** Define requirements and develop a project plan for the entire scope of work. This process is to be led by the Consultant but performed in conjunction with selected District staff. This phase should incorporate the following tasks:
 - a. Review and document existing website content, function and features integrating requested District changes and known improvements needed to existing site.
 - b. Review and document existing website administration function and needs.
 - c. Review and document current website statistical reporting and any additional needs.
 - d. Review and document desired webpage administration process for District staff to dynamically post content, update and redesign pages.
 - e. Review ADA/508 standards compliance and document the requirements necessary to meet the applicable standards.
 - f. Review and define targeted browser clients and versions. Desired that the website display consistently on the current browser versions (and one prior version) of: Internet Explorer, Firefox, Safari and Chrome.
 - g. Consultant to review with District staff, by active demonstration, recommended content management systems. Specifically evaluate desired site administration processes, website features and functionality. Document strengths, weaknesses, licensing, requirements and cost of products reviewed. All content management systems reviewed must be:
 - Used in a variety of businesses/industries/government entities and well documented and supported.
 - Consultant must have prior experience with the content management system and demonstrate current active sites using the product.
 - Must be fully supported on District hosted server platform: Microsoft Windows Server Standard 2008 R2 using IIS 7 and SQL Server 2008.
 - h. Select best content management systems product to accomplish project goals and objectives.
 - i. Consultant to define website design requirements including: host server requirements, administration, browsers targeted, content migration, functionality, features, statistical reporting, content posting and redesign needs.
 - j. Consultant to define content migration process and site test plan to validate content and implementation of website design requirements.

- k. Consultant to present written project plan, definitions and supporting documentation to the District project manager for approval. The District project manager must approve plan and definitions before continuing to design phase.
2. **Design:** Review and define website design parameters for new site. This process is to be led by the Consultant but performed in conjunction with District staff. This design should incorporate the following tasks:
 - a. Review other websites to discuss various site navigation, page layout, and color scheme options that will enhance the appearance of the site design. Document the options that best apply to the District needs. Also review and define the best use of updated graphics and flash animations for the new site.
 - b. Review various page layouts and location of content to increase visibility and accessibility to content.
 - c. Review design criteria to necessary to accommodate the browsing needs for mobile and tablet devices. Define how to best achieve an optimal experience for these users allowing viewing and navigation with a minimum of resizing, panning, and scrolling for a range of devices. Define which pages will be optimized for these needs or if this definition will apply to all pages.
 - d. Consultant to develop and demonstrate to District staff prototype pages to present the different design specifications (navigation, page layout, content location and color scheme options) being considered. Define which options best fit the needs based upon District staff input.
 - e. Consultant to develop and review with District staff a navigational map for all required content pages for the website. Revise map as necessary to accommodate changes and suggestions made during review.
 - f. Consultant to develop and demonstrate to District staff a skeleton prototype of the site using the defined specifications previously agreed upon during the review. Demonstrate the prototype with District staff for final feedback on the design.
 - g. Revise design specifications necessary to accommodate changes and suggestions made during demonstration and follow up review. If significant changes and problems exist with the prototype site, then Consultant may be requested to update the prototype and provide the updated prototype for another demonstration/review.
 - h. Consultant to submit the final design specifications and supporting documentation to the District project manager for approval. The District project manager must approve design and definitions before continuing to development phase.
3. **Develop:** Development and implementation of the new website using the selected content management system and defined design specifications. This phase is left to Consultant to define as needed but expected that it will incorporate the following tasks:
 - a. Purchase the content management software and required licensing.
 - b. Prepare the site host for development. Host server will be provided by the District with the Operating System, IIS and SQL installed. Processor, memory and disk space will be configured as specified in the website design requirements from phase 1.

- c. Install and configure the website content management software.
 - d. Develop the website based on the approved specifications and design.
 - e. Develop needed graphics and flash animations.
 - f. Configure content management system to setup access and permissions for selected District staff to access, administrate site including defining the content approval processes and page redesigns.
4. **Migrate:** Consultant to migrate all content and documents from the existing website for incorporation into the new site. District staff to assist in providing original documents, meta-data and graphics, if needed, for this process.
 5. **Test:** Consultant to execute the test plan developed to ensure the site content is accessible and appropriately displayed and that the site meets the design requirements. Once consultant has finished executing the test plan and correcting issues discovered, the District will be given two weeks to further test and review the site. Consultant to further correct and revise issues discovered by District staff. The District will again be given another week to further test and review the revised site. This testing process will continue until the District project manager approves that this test phase has been completed successfully.
 6. **Train:** Consultant to provide training on the use and administration of the new site using the content management system. Consultant to provide applicable software documentation and/or users guides for the content management system. Training is expected to be a minimum of 2 sessions (administration and operation) based upon observed user needs. The District project manager will be responsible scheduling the dates for the training and ensuring the appropriate District staff attends the training sessions.
 7. **Support:** Consultant is to provide follow-up support on questions or issues that arise for 90 days after the training phase has been completed. All such support issues will be directed to the District project manager for resolution with Consultant. District will contract for additional support as necessary after this initial 90 day period.

ATTACHMENT 2
PROPOSAL FORM – PROJECT COST

The following pricing components relate to the items/tasks set forth in the Scope of Work section. Please review that section closely before providing detailed pricing for each of the following:

CMS Software ¹	\$ _____
Plan and Design	_____
Development	_____
Migration and Testing	_____
Training	_____
Support	_____
Other	_____
Total	\$ _____

Additional Services

Support Services ²	\$ _____
-------------------------------	----------

¹Describe CMS software licensing requirements (e.g. site licensing, consecutive or concurrent licensing, etc.)

²Support Services to be provided on an as needed basis and include, but not be limited to, CMS maintenance, creating new CMS templates/web pages and general support services.

ATTACHMENT 3
Vista Irrigation District Insurance Requirements

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Minimum Limits of Insurance

CONTRACTOR shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general and products-completed operations aggregate limit is used, either the general and products-completed operations aggregate limit shall apply separately to this project/location or the general and products-completed operations aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per occurrence for bodily injury or disease.
4. Professional Liability: \$1,000,000 per claim for negligent acts, errors or omissions of a professional nature.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the DISTRICT. At the option of the DISTRICT, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the DISTRICT, its officers, officials, employees and authorized volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to the DISTRICT guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The DISTRICT, its directors, officers, employees, and authorized volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR; and with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials,

- parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance, using ISO endorsement CG2010, CG2033, or equivalent, or as a separate owner's policy.
2. For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the DISTRICT, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the DISTRICT, its directors, officers, employees, or authorized volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
 3. 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 mail, has been given to the DISTRICT, except for non-payment of premium for which ten (10) days prior notice will be given. For purposes of this notice requirement, any adverse material change in the policy prior to its expiration shall be considered a cancellation. The CONSULTANT shall, upon demand of the DISTRICT, deliver to the DISTRICT all such policy or policies of insurance and the receipts for payment of premiums thereon.

Acceptability of Insurers

NOTICE: To be acceptable, insurers must meet one of the following criteria:

- A. Be an "admitted insurer" in the State of California for the classes of insurance required and, in accordance with the current A.M. Best Company Rating, have a policy holder's rating of "B+" or better and a financial rating of VII or better.
- B. If not an "admitted insurer" in the State of California, for all of the classes of insurance required, have an agent for service of process in California and, in accordance with the current A.M. Best Company Rating, have a policy holder's rating of "A-" or better and a financial rating of VII or better.

Verification of Coverage

CONTRACTOR shall furnish the DISTRICT with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the standard ACORD insurance form or on another form approved by the DISTRICT, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the DISTRICT before work commences. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Subcontractors

CONTRACTOR 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.

ATTACHMENT 4
SAMPLE AGREEMENT FOR SERVICES

**AGREEMENT FOR SERVICES
BETWEEN VISTA IRRIGATION DISTRICT AND**

This agreement is made and entered into as of _____, by and between the VISTA IRRIGATION DISTRICT (hereinafter referred to as DISTRICT), and _____ (hereinafter referred to as CONSULTANT), in view of the following facts:

- A. The DISTRICT is in need of services for the following project _____ (hereinafter referred to as "the Project").
- B. CONSULTANT is duly licensed (where appropriate) and qualified to provide such services.
- C. The purpose of this agreement is to establish the terms and conditions under which the DISTRICT will retain CONSULTANT to provide the services described herein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. SERVICES

CONSULTANT shall provide the DISTRICT the services as described in the scope of work attached hereto as Exhibit A.

2. PAYMENT

The DISTRICT shall pay for such services in accordance with the fee schedule attached hereto as Exhibit B. CONSULTANT shall submit itemized monthly statements for services rendered. The DISTRICT shall pay the statements within thirty (30) days of receipt. Payments shall be subject to review for compliance by the DISTRICT with the requirements of this agreement, and shall be subject to a final audit upon completion of all services. No other compensation will be paid except for work done under a supplemental agreement approved under paragraph 10, "Changes in Work."

3. TIME OF PERFORMANCE

CONSULTANT shall perform such services in a prompt and timely manner in accordance with the activity schedule shown in Exhibit C. In the event that the activity schedule is not adhered to due to activities or factors beyond CONSULTANT'S reasonable control, such as strikes, lockouts, work slow down or stoppage, accidents, acts of God, CONSULTANT shall have additional time to complete the performance of its services as agreed upon in writing by both parties.

4. TERM OF AGREEMENT

This AGREEMENT shall be for the period from _____, 20____ to _____, 20___.

5. STANDARD OF CARE

CONSULTANT's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

6. ASSIGNMENT AND SUBCONSULTANT

CONSULTANT shall not assign, sublet or transfer this agreement or any rights under or interest in this agreement without the written consent of the DISTRICT, which may be withheld for any reason. Nothing contained herein shall prevent CONSULTANT from employing independent professional associates, subcontractors and Consultants as CONSULTANT may deem appropriate to assist in the performance of services hereunder.

If CONSULTANT subcontracts any of the work to be performed under this agreement, CONSULTANT shall be as fully responsible to the DISTRICT for the acts and omissions of CONSULTANT's subcontractor and of the persons employed by the subcontractor, as CONSULTANT is for the acts and omissions of persons directly employed by CONSULTANT. Nothing contained in this agreement shall create any contractual relationship between any subcontractor of CONSULTANT and the DISTRICT. CONSULTANT shall bind every subcontractor and every subcontractor of a subcontractor by the terms of this agreement applicable to CONSULTANT's work unless specifically noted to the contrary in the subcontract in question approved in writing by the DISTRICT. It shall be the CONSULTANT's responsibility to confirm that each sub-consultant meets the minimum insurance requirements specified below.

7. STATUS OF THE CONSULTANT

CONSULTANT shall perform the services provided for herein as an independent contractor, and not as an employee of the DISTRICT. CONSULTANT shall be under control of the DISTRICT as to the result to be accomplished and not the means but shall consult with the DISTRICT as provided for in the scope of work. The payment made to CONSULTANT pursuant to this agreement shall be the full and complete compensation to which CONSULTANT is entitled. The DISTRICT shall not make any federal or state tax withholdings on behalf of CONSULTANT. The DISTRICT shall not be required to pay any workers' compensation insurance on behalf of CONSULTANT.

8. INTEGRATION

This agreement represents the entire understanding of the DISTRICT 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 the DISTRICT and CONSULTANT.

9. DELIVERABLES

All original reports, models, data, notes, calculations, programming, estimates and other similar documents relating to the project (deliverables), shall, upon payment in full for the services described in this agreement be furnished to and become the property of the DISTRICT, except as otherwise provided in paragraph 15, "Termination or Abandonment."

10. CHANGES IN WORK

If changes in the work seem merited by CONSULTANT or the DISTRICT, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the DISTRICT in the following manner: A letter outlining the changes shall be forwarded to the DISTRICT by CONSULTANT with a statement of estimated changes in fee or time schedule. An amended agreement shall be prepared by the DISTRICT and executed by both parties before performance of such services or the DISTRICT will not be required to pay for the changes in work. Such amended agreement shall not render ineffective or invalidate unaffected portions of this agreement.

11. COVENANTS AGAINST CONTINGENT FEES

CONSULTANT agrees that its firm has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this agreement, and that CONSULTANT has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this agreement. For breach or violation of this provision, the DISTRICT shall have the right to annul this agreement without liability, or, at its discretion, to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fees, gift, or contingent fee.

12. INSURANCE

The CONSULTANT shall carry all insurance required by Federal, State, County and local laws. The CONSULTANT shall procure and maintain, during the life of the AGREEMENT, adequate worker's compensation, public liability and property damage insurance. The specific requirements for insurance as set forth in this article shall be considered as minimum requirements.

The CONSULTANT shall procure and maintain, during the life of this AGREEMENT, such commercial general liability and automobile liability insurance necessary to protect him and the DISTRICT from all claims for bodily injury, including accidental death and property damage claims arising from operations under this AGREEMENT. The DISTRICT shall be named as additional primary insured on the CONSULTANT's policy without offset against their existing insurance and the certificate of insurance shall include reference to such provisions.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

- [2. **Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).]**
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Minimum Limits of Insurance

CONSULTANT shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general and products-completed operations aggregate limit is used, either the general and products-completed operations aggregate limit shall apply separately to this project/location or the general and products-completed operations aggregate limit shall be twice the required occurrence limit.
- [2. **Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.]**
3. Employer's Liability: \$1,000,000 per occurrence for bodily injury or disease.
4. Professional Liability: \$1,000,000 per claim for negligent acts, errors or omissions of a professional nature.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the DISTRICT. At the option of the DISTRICT, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the DISTRICT, its officers, officials, employees and authorized volunteers; or the CONSULTANT shall provide a financial guarantee satisfactory to the DISTRICT guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The DISTRICT, its directors, officers, employees, and authorized volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONSULTANT; and with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT's insurance using ISO endorsement CG2010, CG2033, or equivalent, or as a separate owner's policy.
2. For any claims related to this project, the CONSULTANT's insurance coverage shall be primary insurance as respects the DISTRICT, its directors, officers, employees, and

- authorized volunteers. Any insurance or self-insurance maintained by the DISTRICT, its directors, officers, employees, or authorized volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.
3. 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 mail, has been given to the DISTRICT, except for non-payment of premium for which ten (10) days prior notice will be given. For purposes of this notice requirement, any adverse material change in the policy prior to its expiration shall be considered a cancellation. The CONSULTANT shall, upon demand of the DISTRICT, deliver to the DISTRICT all such policy or policies of insurance and the receipts for payment of premiums thereon.

Acceptability of Insurers

NOTICE: To be acceptable, insurers must meet one of the following criteria:

- A. Be an "admitted insurer" in the State of California for the classes of insurance required and, in accordance with the current A.M. Best Company Rating, have a policy holder's rating of "B+" or better and a financial rating of VII or better.
- B. If not an "admitted insurer" in the State of California, for all of the classes of insurance required, have an agent for service of process in California and, in accordance with the current A.M. Best Company Rating, have a policy holder's rating of "A-" or better and a financial rating of VII or better.

Verification of Coverage

CONSULTANT shall furnish the DISTRICT with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the standard ACORD insurance form or on another form approved by the DISTRICT, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the DISTRICT before work commences. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

13. INDEMNITY - HOLD HARMLESS

CONSULTANT expressly warrants that the work to be performed pursuant to this agreement shall be performed in accordance with the standards specified in Article 5, Standard of Care. Where approval by the DISTRICT, the General Manager or other representative of the DISTRICT is indicated, it is understood to be conceptual approval only and does not relieve CONSULTANT of responsibility for complying with all laws, codes, and industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of CONSULTANT or its subcontractors.

With regard to CONSULTANT's performance in connection with or incidental to the Project including its performance of professional services, to the fullest extent permitted by law, CONSULTANT agrees to defend, indemnify, protect and hold the DISTRICT and its officers, directors, employees, and authorized volunteers harmless from and against any and all liability, claims, damages, losses, expenses and

other costs or injuries to any person or property, including costs of defense and attorneys' fees, which arise from or are connected with or are caused by the negligent acts or omissions or intentional misconduct of CONSULTANT or its subcontractors or their officers or employees, regardless of whether or not it is caused in part by any act or omission (including negligence) of a party indemnified hereunder; provided, however, that CONSULTANT's duty to indemnify and hold harmless shall not include any claims or liability arising from the sole negligence or willful misconduct of the DISTRICT, its officers, directors, authorized volunteers or employees, and further provided that, if a party indemnified hereunder is actively negligent, liability shall be determined based on principles of comparative fault.

14. LAWS AND VENUE

This agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorneys' fees, as determined by the court.

15. TERMINATION OR ABANDONMENT

The DISTRICT has the right to terminate or abandon any portion or all of the work by giving ten (10) calendar days written notice. In such event, the DISTRICT shall be given title immediately to all original documents and products developed for that portion of the work completed and/or being abandoned. The DISTRICT shall pay CONSULTANT for services for any portion of the work being terminated which were rendered prior to termination. If said termination occurs prior to completion of any task of the project for which payment request has not been received, the fee for services performed during such task shall be based on an amount mutually agreed to by the DISTRICT and CONSULTANT for the portion of such task completed but not paid prior to said termination. The DISTRICT shall not be liable for any costs other than the fees or portions thereof which are specified herein.

CONSULTANT may terminate its obligation to provide further services under this agreement upon thirty (30) calendar days written notice only in the event of substantial failure by the DISTRICT to perform in accordance with the terms of this agreement through no fault of CONSULTANT.

16. NONDISCRIMINATION CLAUSE

Consultants doing business with the DISTRICT are expected to be equal opportunity employers who achieve or attempt to achieve parity in the representation of women and minorities in their work force.

CONSULTANT shall ensure equal employment opportunity for all persons, regardless of race, color, religion, sex, creed, national origin, ancestry, age, medical condition, sexual orientation, physical or mental disability, Vietnam-era veteran or special disabled veteran status, marital status or citizenship, within the limits imposed by law. These principles are to be applied by CONSULTANT in all employment practices including recruiting, hiring, transfers, promotions, training, compensation, benefits, layoffs, and terminations.

CONSULTANT agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, the Americans and Disabilities Act of 1990, and any other applicable federal and state laws and regulations hereinafter enacted.

17. CONFORMITY TO LEGAL REQUIREMENTS

CONSULTANT shall cause all completed deliverables to conform to all applicable requirements of law: federal, state and local. All deliverables as herein required are the property of the DISTRICT, whether the work for which they are made be executed or not. In the event this contract is terminated, all deliverables shall be delivered forthwith to the DISTRICT. CONSULTANT shall have the right to make a copy of the deliverables for his/her records.

18. REPRODUCTION RIGHTS

CONSULTANT agrees that all patents and copyrights which arise from creation of the work pursuant to this contract shall be vested in the DISTRICT and hereby agrees to relinquish all claims to such copyrights in favor of the DISTRICT.

19. PROHIBITED INTEREST

No official of the DISTRICT who is authorized in such capacity on behalf of the DISTRICT to negotiate, make, accept, or approve, or take part in negotiating, making, accepting, or approving this agreement, shall become directly or indirectly interested personally in this contract or in any part thereof. No officer or employee of the DISTRICT who is authorized in such capacity and on behalf of the DISTRICT to exercise any executive, supervisory, or similar functions in connection with the performance of this contract shall become directly or indirectly interested personally in this contract or any part thereof.

20. SUCCESSORS OR ASSIGNS

All terms, conditions, and provisions hereof shall inure to and shall bind each of the parties hereto, and each of their respective heirs, executors, administrators, successors, and assigns.

21. CONFLICT OF INTEREST

CONSULTANT shall file a Conflict of Interest Statement with the Secretary of the Board of Directors if that is required by the DISTRICT's Conflict of Interest Code. CONSULTANT is responsible for determining if they are a "CONSULTANT" for purposes of the Political Reform Act and such code and for compliance with any applicable financial disclosure requirements. CONSULTANT shall not make or participate in making or in any way attempt to use CONSULTANT's position to influence a governmental decision in which CONSULTANT knows or has reason to know CONSULTANT has a financial interest other than the compensation promised by this agreement. CONSULTANT represents that CONSULTANT has diligently conducted a search and inventory of CONSULTANT's economic interests, as defined in the regulations promulgated by the Fair Political Practices Commission, and has determined that CONSULTANT does not, to the best of CONSULTANT's knowledge, have an economic interest which would conflict with CONSULTANT's duties under this agreement. CONSULTANT will not have such interest during the term of

this agreement. CONSULTANT will immediately advise the General Counsel of DISTRICT if CONSULTANT learns of an economic interest of CONSULTANT's during the term of this agreement.

22. ORGANIZATION

CONSULTANT proposes to assign _____ as Project Manager to provide supervision and have overall responsibility for this agreement for CONSULTANT. The Project Manager shall not be removed from the project or reassigned without prior approval of the DISTRICT. No subcontracting of these professional services shall be made without prior approval of the DISTRICT.

DISTRICT proposes to assign _____ as Project Manager to provide overall responsibility for this agreement for DISTRICT.

23. NOTICE

Any notice or instrument required to be given or delivered by this agreement may be given or delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to:

CONSULTANT:

Vista Irrigation District
1391 Engineer Street
Vista, CA 92081

Attn: _____

Attn: _____

and shall be effective upon the earlier of actual receipt or three (3) business days after having been deposited in the mail postage prepaid, registered, or certified.

24. SIGNATURES

The individuals executing this agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date written above.

VISTA IRRIGATION DISTRICT

By: _____
Roy Coox, General Manager

Date: _____

CONSULTANT

Tax I.D. Number: _____

By: _____

Date: _____