

Water Rate Study 2025

Request for Proposals



Publish Date: July 8, 2025

Proposal Due Date: August 15, 2025, at 5:00 pm (PST)

Schedule for Selection Process

Proposal Deadline	August 15, 2025
Screening of Submittals	September 2, 2025
Interviews/Communications	September 2-10, 2025
Recommendation to Board	September 16, 2025

Introduction

Meiners Oaks Water District (“MOWD” or the “District”) is seeking proposals from professional water rate consultants to perform a cost-of-service-based water rate analysis, project 5-year rate increases, and assist with the Prop 218 process.

All costs incurred in preparing a proposal responding to this request for proposals (“RFP”) will be the responsibility of the responding consultants, and there is no express or implied obligation for MOWD to reimburse responding consultants for any such costs. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code Secs. 7920.000 *et seq.*) unless exempt. Additionally, MOWD reserves the right to accept all or part of any proposal or to cancel this RFP in part or its entirety.

MOWD reserves the right to contract with any consultant responding to this RFP. MOWD will review the submitted proposals and select based on responsiveness, qualifications, and cost. MOWD retains the right to reject all proposals. If MOWD decides to award a contract as a result of this RFP, it will enter into a contract establishing the terms and compensation for the subject services.

About the District

MOWD is a California special district formed in 1949 and operating under the provisions of the California County Water District Law, Water Code Secs. 30000, *et seq.* The District currently serves drinking water to approximately 4,200 people through 1290 connections and 19 miles of pipelines, including domestic, commercial, and agricultural customers. Domestic customers account for approximately 80% of water consumption, with total District-wide consumption averaging 600 AF in the last 5 years. We achieve this with four active groundwater wells, 1.75 million gallons of storage, and two booster stations to supply water to customers at higher elevations. Additionally, the District directly connects to Casitas Municipal Water District as a backup water supplier.

A five-member Board of Directors (“Board”) governs MOWD. The District has seven full-time employees and a total operating and capital budget for FY 2024-2025 of \$2,218,000.00. MOWD has a variety of capital improvement projects planned in the coming years to replace aging infrastructure. Current water rates combine a fixed rate and a single-tier consumption-based rate, as well as pass-through rates for specific zones.

Goal of the Water Rate Study

MOWD seeks a professional water rate consultant to design comprehensive and defensible projected cost-based water rates that meet at a minimum state and federal requirements and account for planned capital improvement projects for at least five (5) years. The consultant shall assist with presentations of the proposed rate structure(s) to the Board, outreach materials, and public workshops/hearings per Prop 218 requirements.

General Information for Responding to the RFP

Email proposal by **August 15, 2025, at 5:00 pm (PST)** to:

Summer Ward: summer@meinersoakswater.com

The response should address the information requested in the section entitled “Minimum Content of Responses.” The format should follow the same sequence as the Minimum Content of Responses section and be based on the attached Required Scope of Work. Respondents may include relevant attachments or exhibits. Responses should be presented in a clear and concise format.

The consultant receiving the contract for consulting services shall procure and maintain insurance as required in the District’s standard professional services agreement for the duration of the contract.

MOWD reserves the right to accept or reject any and all proposals and use any ideas in a proposal, regardless of whether or not that proposal is selected. Submission of a proposal indicates acceptance by the consultant of the conditions in this RFP, and any exceptions must be clearly and expressly noted in the submitted proposal. This acceptance will be consulted in the agreement between MOWD and the selected consultant.

MOWD representatives will review the proposals and may interview finalists. They will consider various factors when recommending the selected consultant to the Board, including evaluating the proposals for compliance with the requirements of the RFP. The following are several criteria to be used; the relative importance is not determined by the order shown:

- Understanding of the engagement and MOWD’s needs.
- Experience of the consultant and the proposed individuals to be assigned to the rate study, specifically, experience in performing cost-based water rate studies for California special districts that are similar in scope.
- Resources are available to complete the rate study and work schedule in a timely manner. (See “Minimum Content of Responses” section)
- References from similar engagements.
- Cost of services (at a not-to-exceed contract amount).

During the evaluation process, MOWD reserves the right to request additional information or clarification from consultants submitting proposals or to allow corrections of errors or omissions.

Minimum Content of Responses

All responding consultants are requested to provide the following information in their response:

- A title page showing the consultant's name, contact name, address, email, and telephone number.
- A signed letter of transmittal briefly stating that the consultant submitting the proposal:
 - Is properly licensed to practice in California (including all of the assigned professional staff to the engagement); and
 - Agrees to perform all of the work outlined in this RFP within the periods established by MOWD.

The letter must contain a certification that the person signing the proposal is entitled to represent the consultant, empowered to submit the bid, and authorized to sign a contract with MOWD.

- Provide a copy of the consultant's most recent external quality review, including any findings discovered as part of that review and actions taken to correct those findings. The consultant also must disclose information on the circumstances and status of any disciplinary action taken or pending against the consultant during the past three (3) years and any pending or settled litigation within the past three (3) years.
- A description of the size of the consultant's governmental staff and the consultant's experience with special districts and/or other California government entities of a similar nature and scope. Emphasis should be placed on assignments undertaken within the past three (3) years and on engagements undertaken by the personnel proposed to be assigned to this project.
- Identify all personnel assigned to work on this project and the consultant's office where they are located. Include summaries of their background, experience performing cost-based rate analysis and Prop 218 rate hearings for special districts and/or other California government entities, and their assigned responsibilities under the proposal.
- The proposal should set forth the rate analysis approach and methodology to perform the services. This may include a discussion of (1) the approach to the cost analysis work, (2) the use of specialized software, (3) the approach to determining laws/regulations (4) the methodology for public outreach and Prop 218 hearing, (5) identification of any anticipated problems, or special assistance required from MOWD staff, and (6) the format of the report.
- Indicate the estimated time required to complete each major phase of the project. Any assumptions regarding turnaround time for MOWD staff review should be clearly noted. Also, provide a schedule for the consultant's commitment to completing the work described in this proposal. Please note that the consultant is responsible for identifying required review times for the MOWD input and must account for printing and distribution within any timelines identified in the Required Scope of Services.
- Provide three references for your most representative projects, including the following:

- Name of public agency
- Name and title of the contact person
- Telephone number and email address of the contact person
- Size of agency staff
- Brief description of the scope of work performed.
- Consultants must disclose any actual, apparent, direct, indirect, or potential conflicts of interest that may exist for the consultant, management, or employees. If a consultant has no conflicts of interest, a statement to that effect shall be included in the letter.
- Provide fee information on the not-to-exceed price for the proposed services schedule for completing the projects described in the Required Scope of Services section. The total maximum bid price is to contain all direct and indirect costs, including all out-of-pocket expenses. Costs and total hours required should be specified. MOWD will not be responsible for expenses incurred in preparing and submitting the proposal. Such costs shall not be included in the proposal.

Required Scope of Services

General

MOWD requests proposals from qualified consultants to perform a comprehensive and defensible cost-based water rate study, including Board presentation(s) and required Prop 218 public outreach and hearing.

Scope of Work

The selected consultant will be required to provide the following services:

- Detailed cost-of-service analysis.
- Operations & Maintenance budget and water rate review.
- Comparison of water rates of local agencies and in California.
- Guide the Board and staff in making a consensus decision for future rate model/structure, including fixed and variable rates.
- Develop 5-year projected rate increases.
- Work in coordination with the District's General Counsel and Staff.
- Board Presentation of study results and projected rates. (1-2)
- Rate/Budget Board Committee meetings. (1-2)
- Create a budget model spreadsheet and easy-to-use rate model, preferably in Excel format, and train staff on its use.
- Public Workshop (Prop 218 Hearing preparation and presentation)
- Outreach materials for the District to send to customers.

Acceptance or Rejection and Negotiation of Proposals

MOWD reserves the right to reject any or all proposals, waive any irregularities in the proposal request, and accept or reject any item or combination of items. By requesting proposals, MOWD is in no way obligated to award a contract or to pay the expenses of the proposing consultants in connection with the preparation or submission of a proposal. Furthermore, MOWD reserves the right to reject any or all proposals before the execution of the contract with no penalty to MOWD.

Contact Person

All questions regarding this RFP should be submitted by email to the RFP contact:

Summer Ward
Assistant General Manager/Board Secretary
Email: summer@meinersoakswater.com

Proposal Submittal

The District must receive proposals on or before 5:00 pm on August 15, 2025. Postmarks will not be accepted. Proposals and all inquiries relating to this RFP should be addressed or emailed to:

Summer Ward, Assistant General Manager/Board Secretary
Meiners Oaks Water District
202 W. El Roblar Drive
Ojai, CA 93023
summer@meinersoakswater.com

Attachments

- Current Water Rates
- MOWD Consulting Services Agreement

Table 4: Water Rates for 2022 - 2025*

1) Monthly Water Availability Charge (MWAC)

Meter size	Approved				Current
	FY2021-22	FY2022-23	FY2023-24	FY2024-25	FY2025-26
All	\$35.91	\$36.00	\$36.00	\$36.00	\$36.00

2) Monthly Meter Capacity Charge (MCC)

Meter size	FY2021-22	FY2022-23	FY2023-24	FY2024-25	FY2025-26
5/8"&3/4"	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1"	\$16.00	\$16.00	\$16.80	\$17.60	\$17.60
1.5"	\$36.00	\$36.00	\$37.80	\$39.70	\$39.70
2"	\$104.00	\$104.00	\$109.20	\$114.70	\$114.70
3"	\$256.00	\$256.00	\$268.80	\$282.20	\$282.20
4"	\$776.00	\$776.00	\$814.80	\$855.50	\$855.50
6"	\$1,576.00	\$1,576.00	\$1,654.80	\$1,737.50	\$1,737.50

3) Unit Rate per HCF for all water used

Meter size	FY2021-22	FY2022-23	FY2023-24	FY2024-25	FY2025-26
All	\$2.34	\$3.85	\$3.90	\$3.95	\$3.95

4) Over-Allocation Penalty (Additional charge for use exceeding a customer's monthly allocation.)

Meter size	FY2021-22	FY2022-23	FY2023-24	FY2024-25	FY2025-26
All	\$1.00/Unit	The Over-Allocation Penalty will be set at Casitas MWD's Over-Allocation Penalty then in effect (Currently \$5.00/HCF). The amount is additional to the unit rate.			

5) Casitas Surcharge & Standby Fee

Meter size	FY2021-22	FY2022-23	FY2023-24	FY2024-25	FY2025-26
All	The cost of purchasing water from Casitas MWD is collected as a "Casitas Surcharge" added to a customer's bill in proportion to the amount of water used that month. Standby Connection fees are based on Casitas billed rates, are evenly distributed amongst all accounts. (NO CHANGE)				

6) Other Fees and Charges

See our website for special rates and conditions.

Note: 1 Unit = 100 cubic feet = 1 HCF = 748 gallons

* No change in FY25/26

Meiners Oaks Water District

New Service Connection Fees

FY 2025-2026

Meter size	Multiplier	FY2025-26
5/8"&3/4"	1.00	\$4,004.33
1"	1.66	\$6,647.19
1.5"	2.50	\$10,010.83
2"	5.33	\$21,343.08
3"	11.66	\$46,690.49
4"	33.33	\$133,464.32

Fire Flow New Service Connection Fees

Meter size	FY2025-26
1"	\$4,087.33
2"	\$4,857.13
3"	\$8,085.33
4"	\$37,334.33

Formulas:

Capital Fee = $\frac{\text{Total Net Assets}}{\text{Total Service Connections}}$ \$ 4,004.33
(Use most recent Financial Audit Net Assets)

Fire Flow Fee =

1"	50 GPM x 1.66 = \$83.00 + \$4,004.33
2"	160 GPM x 5.33 = \$852.80 + \$4,004.33
3"	350 GPM x 11.66 = \$4,081.00 + \$4,004.33
4"	1000 GPM x 33.33 = \$33,330.00 + \$4,004.33

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT ("Agreement") is made and entered into as of _____, 20____, by and between Meiners Oaks Water District, a California special district formed and operating under the provisions of the California County Water District Law ("MOWD"), and _____ ("Consultant").

RECITALS

A. MOWD is a California special district that supplies water to the Meiners Oaks community located in Ventura County, California.

B. MOWD desires to engage the services of Consultant as an Independent Contractor to perform certain services on behalf of MOWD, as further described herein.

C. Consultant desires to provide MOWD with such services in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, it is agreed by and between MOWD and Consultant as follows:

1. Services. Consultant agrees to perform such services to and for MOWD as generally described in the scope of work stated in Exhibit A attached hereto and incorporated herein by this reference (hereinafter, the "Services").

2. Consultant's Responsibilities; Other Employment. Consultant accepts the relationship of trust and confidence established between it and MOWD by this Agreement and hereby covenants as follows: (i) to furnish its best skill and judgment and to perform the Services in the most expeditious and economical manner consistent with the interests of MOWD; (ii) to cooperate with MOWD and MOWD's staff, representatives, Consultants, subcontractors, consultants and other service providers; and (iii) to provide sufficient organization and qualified personnel and management so that all Services are performed in a professional and reasonably timely manner. Consultant represents and warrants that it is duly licensed and qualified to perform the Services referenced herein and that it has the necessary skill, training, experience and expertise to perform such Services in a first-class and professional manner. Consultant's services to MOWD shall be on a non-exclusive basis and Consultant shall not be precluded from rendering services to any other person or entity so long as such other services do not interfere with the rendition of Consultant's Services hereunder or otherwise conflict with the provisions of this Agreement.

3. Time of Performance; Termination.

3.1. Time of Performance. It is anticipated that the Services to be performed by Consultant pursuant to this Agreement shall be completed by the deadline or within such time as otherwise specified in Exhibit A, if any. By executing this Agreement, Consultant confirms that such time limit provides a reasonable period for the completion of the Services, and Consultant shall make best efforts to meet all deadlines agreed between Consultant and MOWD. The parties hereby acknowledge and agree that any delay in Consultant's performance, other than such delays resulting from any cause beyond the reasonable control of Consultant, will result in harm to MOWD. In the event that Consultant anticipates that an extension of the deadline for the completion of any Services may be necessary for any reason, Consultant shall immediately notify MOWD and inform MOWD of the cause for such extension. Following such notice by Consultant, MOWD and Consultant agree to undertake reasonable steps to mitigate the effect of any delays affecting the completion of the Services. If Consultant is delayed at any time in the commencement or progress of Consultant's work by any cause beyond the reasonable control of Consultant, Consultant shall be entitled to an equitable extension of the deadline for the completion of the Services. However, any delay in Consultant's performance resulting in an extension by thirty (30) or more days beyond the anticipated completion date that is directly caused by Consultant, or could have been avoided through reasonable efforts by Consultant, shall constitute a material breach by Consultant and shall result in Consultant being deemed in default

of this Agreement. In such case, in addition to any other available remedies, MOWD shall be entitled to immediately terminate this Agreement in accordance with Section 3.2.1 below.

3.2. Term; Termination. The term of this Agreement shall commence as of the date of the mutual execution hereof, and shall continue until the termination hereof upon the earliest to occur of any of the following events:

3.2.1. Immediately upon MOWD giving written notice to Consultant of MOWD's election to cancel and terminate this Agreement following any breach or default by Consultant of any provision of this Agreement; or

3.2.2. Upon the expiration of fifteen (15) days following MOWD's giving written notice to Consultant of MOWD's election to cancel and terminate this Agreement for any reason, with or without cause; or

3.2.3. Upon completion of the Services to be performed by Consultant hereunder.

Upon receipt of any notice of termination by MOWD, Consultant shall cease work immediately unless otherwise instructed by MOWD. Any termination of this Agreement prior to the completion of Consultant's Services shall be without prejudice to any right or remedy either party may have due to any failure of the other party to perform its obligations under this Agreement. In the event of termination of this Agreement other than due to a breach or default by Consultant hereunder, Consultant shall be paid all amounts properly payable for Services satisfactorily performed prior to termination in accordance with the terms of this Agreement for which Consultant has not yet been compensated as of the date of termination.

4. Compensation.

4.1. Fees. In consideration for the Services rendered by Consultant to MOWD pursuant to this Agreement, MOWD shall pay Consultant fees for the Services actually performed at the hourly rate or in such amount as otherwise specified in Exhibit A attached hereto ("Fees"). MOWD shall not be responsible or liable for the payment of any services or work beyond the scope of the Services described in Exhibit A, except as otherwise expressly authorized in advance by MOWD in writing. Without limiting the foregoing, and notwithstanding anything to the contrary expressed or implied elsewhere in this Agreement, no additional services or work made necessary, in whole or in part, by any fault or omission of Consultant to perform its duties, responsibilities or obligations under this Agreement shall be compensated as additional service or work under this Agreement.

4.2. Payment by MOWD. Consultant shall submit to MOWD reasonably detailed monthly invoices stating the amount payable by MOWD hereunder with respect to the Services performed by Consultant during the previous calendar month. Such invoices shall be payable by MOWD within thirty (30) days of receipt.

5. Independent Contractor. In the performance of the Services of Consultant contemplated by this Agreement, it is mutually understood and agreed, and it is the intention of the parties hereto, that Consultant is at all times acting and performing as an Independent Contractor, and that no employer-employee relationship, joint venture or partnership of any kind has been created by virtue of this Agreement. Consultant shall be responsible for achieving the standards established by MOWD with respect to the Services performed hereunder, but MOWD shall have no right to control or direct the details, manner or means by which Consultant accomplishes the results of said Services, and Consultant retains the sole right to control or direct the manner in which the Services are to be performed; provided that Consultant shall conform to and render the Services in accordance with such skills, demeanor, conduct and standard of care and competence as provided by competent, experienced Consultants of good reputation and status in Consultant's field of endeavor and in accordance with the provisions of Section 2 above.

6. Conflict of Interest. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its Services hereunder. Consultant represents that Consultant's compliance with the terms of this Agreement and provision of the Services hereunder will not violate any duty which Consultant may have to any other person or entity, including, without limitation, obligations concerning providing services to others,

confidentiality of proprietary information, and assignment of inventions, ideas, patents, or copyrights, and Consultant agrees to not do anything in the performance of the Services hereunder that would violate any such duty.

7. Licenses and Legal Requirements. Consultant warrants to MOWD that it has secured all necessary licenses, permits, insurance and bonds, if any, for performance of the Services covered by this Agreement. Consultant further warrants that the Services performed hereunder will be performed in a manner consistent with all federal, state and local laws, statutes, ordinances, codes, rules, regulations and other legal requirements applicable to the Services hereunder, and in accordance with such skills, demeanor, appearance and conduct as is standard in the industry.

8. Tools and Instrumentalities. Consultant shall supply all tools, equipment, materials, supplies and instrumentalities required to perform the Services under this Agreement.

9. Assignment. Consultant shall not enter into any subcontracts for any of the Services to be performed by Consultant pursuant to this Agreement, or assign or transfer this Agreement, wholly or in part, nor any of its rights, interests or obligations hereunder, voluntarily, by operation of law, or otherwise, without first obtaining the written consent of MOWD, which may be withheld in MOWD's sole and absolute discretion. Should Consultant transfer or assign this Assignment without the prior written consent of MOWD, this Agreement shall become immediately null and void.

10. Federal, State and Local Taxes; Consultant's Employees. Consultant shall be solely responsible for the reporting, payment, notification and other requirements or obligations relating to applicable federal, state and local taxes, licenses, insurance and/or benefits associated with the provisions of this Agreement, consistent with Consultant's status as an Independent Contractor. Consultant shall hire, pay and supervise, as employees of Consultant, all persons necessary to carry out Consultant's duties and responsibilities hereunder. Consultant shall have sole responsibility for all matters relating to such employees and shall fully comply with all applicable laws and regulations affecting such employees, including, without limitation, laws and regulations regarding payroll withholding, worker's compensation, Social Security, unemployment insurance, wages and working conditions, and shall maintain worker's compensation insurance in the amount of any statutory requirements. Neither FICA (Social Security), FUTA (Federal Employment), nor local, state, or federal income taxes will be withheld from payments to Consultant hereunder. Consultant agrees to hold harmless and indemnify MOWD from any and all claims arising out of any injury, disability, or death of Consultant or Consultant's employees or agents. Under no circumstances shall employees of Consultant be considered or deemed employees of MOWD.

11. Insurance. During the term of this Agreement, Consultant shall procure and maintain, at its own expense, a policy of commercial general liability insurance pertaining to Consultant's performance of this Agreement and obligations hereunder, providing coverage against all claims for injuries to persons or damages to property which may arise from or in connection with the performance of Services under this Agreement, and covering all indemnity, defense and hold harmless agreements of Consultant set forth in this Agreement, with a per occurrence limit of not less than \$1,000,000 and a general aggregate limit of not less than \$2,000,000. Such policy shall: (a) be placed with an insurer qualified to do business in the State of California and reasonably satisfactory to MOWD; (b) name MOWD as an additional insured; (c) specifically provide that the insurance afforded by such policy for the benefit of MOWD shall be primary, and any insurance carried by MOWD shall be excess and non-contributing; and (d) contain an endorsement that the insurer waives all rights of recovery by way of subrogation against MOWD in connection with any claims, losses and damages covered by such policy. Consultant shall provide MOWD with a certificate of insurance evidencing such coverage prior to the commencement of any Services hereunder. Certificates evidencing renewal or replacement of insurance policies must be submitted to MOWD at least thirty (30) days prior to termination of existing policies.

12. Indemnification. Consultant shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the performance of the Services hereunder, or from any act, omission, or neglect of Consultant, its agents, or employees. Consultant agrees to and

shall indemnify, defend (by counsel reasonably acceptable to MOWD) and hold harmless MOWD and each of MOWD's officers, directors, members, employees, agents, representatives, successors and assigns (collectively, "Indemnitees"), from and against any and all claims, demands, damages, judgments, suits, actions, causes of action, losses, liabilities, costs and expenses of any kind, nature or description, including attorneys' fees and court costs, relating to or arising out of the performance of the Services hereunder, any acts or omissions of Consultant or any of Consultant's agents or employees, and/or any breach by Consultant of any representation, warranty, covenant, duty or obligation of Consultant under this Agreement. The obligations to indemnify shall be effective regardless of whether the claim or loss is caused in some part by the Indemnitee(s), except to the extent arising out of or caused by the sole negligence or sole willful misconduct of the Indemnitee(s). All of Consultant's obligations under this Section 12 shall survive the expiration or other termination of this Agreement.

13. Attorneys' Fees. In the event any claim, action, arbitration, legal proceeding, litigation or lawsuit is commenced to enforce the terms of this Agreement, the parties hereto agree that the prevailing party therein shall be entitled to recover its reasonable attorney fees and costs.

14. Notices. All notices or communications given by either party under this Agreement shall be in writing and shall be deemed given if and when delivered personally or by courier or sent by registered or certified mail, return receipt requested, addressed to the recipient at the address stated in the signature block of this Agreement. Any such notice shall be deemed received on the date of actual delivery if delivered personally or by courier or three (3) business days after deposit in the United States mail if delivered by certified mail, as the case may be. Any party hereto may change its mailing address by written notice to the other party as provided herein.

15. Binding on Successors. The covenants and conditions herein, subject to the provisions as to assignment, shall apply to and bind the successors and assigns of the parties hereto.

16. Waiver. The waiver by either party of any breach of this Agreement by the other party shall not be effective unless in writing, and no such waiver shall constitute the waiver of the same or another breach on a subsequent occasion.

17. Entire Agreement. This Agreement embodies the entire agreement of the parties hereto relating to the subject matter hereof and supersedes all oral agreements, and to the extent inconsistent with the terms hereof, all other written agreements.

18. Amendment. This Agreement may not be modified, amended or supplemented except by a written instrument executed by the parties hereto.

19. Time. Time is of the essence of this Agreement.

20. Governing Law. This Agreement shall be governed, construed and enforced according to the laws of the State of California.

21. Venue. In the event of any action, lawsuit or proceeding ("Action") arising out of or otherwise related to this Agreement, directly, indirectly or otherwise, such Action shall be litigated, prosecuted and maintained in the courts or tribunals within the County of Ventura, State of California.

22. Further Assurances. Each party hereby agrees to take all actions and to execute all further instruments or documents which may be necessary or reasonable to carry out the purposes of this Agreement.

23. Severability. Each of the covenants and agreements hereinabove contained shall be deemed separate, severable and independent covenants, and in the event that any covenant shall be declared invalid by any court of competent jurisdiction, such invalidity shall not in any manner affect or impair the validity or enforceability of any other part or provision of such covenant or of any other covenant contained herein.

24. Captions and Section Headings. Captions and section headings used herein are for convenience only and are not a part of this Agreement and shall not be used in construing it.

25. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original document and all of which together shall constitute one agreement, and may be delivered either personally or electronically.

IN WITNESS WHEREOF, the undersigned have executed this Consulting Agreement as of the date and year first above written.

MOWD:

MEINERS OAKS WATER DISTRICT

By: _____
Michael Etchart, President, Board of Directors

ATTEST:

By: _____
Summer Ward, Board Secretary

APPROVED AS TO FORM:

By: _____
Stuart G. Nielson, Legal Counsel

CONSULTANT:

By: _____

Print Name: _____

Print Title: _____

Address:

Address:

202 W. El Roblar Drive
Ojai, CA 93023

EXHIBIT “A”

[SEE ATTACHED PROPOSAL]