

**MUNICIPAL WATER DISTRICT OF ORANGE COUNTY  
(MWDOC)**



**REQUEST FOR PROPOSALS (RFP)**

**TO PROVIDE**

**WATER EDUCATION SCHOOL PROGRAM SERVICES**

**RFP No. 0415**

**Proposals Due: April 13, 2015**

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## **SECTION 1 – NOTICE TO PROPOSERS**

1. Sealed proposals for RFP No. 0415 – Water Education School Program Services, as described herein, will be received by the receptionist at Municipal Water District of Orange County (MWDOC) Offices until **5:00 p.m. on Monday, April 13, 2015**.

Proposals shall be enclosed and sealed in an envelope, clearly marked **RFP NO. 0415, on the outside of the envelope**, and addressed to Municipal Water District of Orange County.

2. **Proposals may be delivered in one of the following methods:**

- a. **Hand delivered to:**

- Municipal Water District of Orange County  
Attn: Public Affairs Dept.  
18700 Ward Street  
Fountain Valley, CA 92708

- b. **Delivered via common carrier (e.g., UPS or FedEx) to:**

- Municipal Water District of Orange County  
Attn: Public Affairs Dept.  
18700 Ward Street  
Fountain Valley, CA 92708

- c. **Mailed via U.S. Postal Service to:**

- Municipal Water District of Orange County  
Attn: Public Affairs Dept.  
P.O. Box 20895  
Fountain Valley, CA 92728

It is the Proposer's sole responsibility to ensure that their proposal, inclusive of any or all addenda, is received at the proper place by the deadline. Postmarks will not validate proposals which arrive after the deadline listed above. Faxed or electronic proposals will not be accepted. Any proposal received after the deadline will be returned to the Proposer unopened.

3. To facilitate the evaluation process, **three (3) printed copies of the proposal shall be provided as well as an electronic copy on a flash drive** (using PDF format, with search capability, to ensure readability and compatibility). These materials will be retained by MWDOC.

## SECTION 2 – INTRODUCTION AND OVERVIEW

### I. PURPOSE OF THE REQUEST FOR PROPOSALS

The Municipal Water District of Orange County (MWDOC) is seeking proposals from qualified firms (Proposers, Contractors) for services to administer and implement a regional Water Education School Program (School Program) on behalf of MWDOC and 30 local water agencies in Orange County, California. The proposed program should educate and engage large groups of school-age students in public and private schools throughout MWDOC's service area as well as the cities of Santa Ana, Fullerton, and Anaheim.

Since 1973, MWDOC's School Program has taught over three million elementary-age students (roughly 80,000 students per year) about our water resources and how to use water wisely. Prior to 2004, the Program was run in-house and taught by MWDOC teaching staff. In 2004, MWDOC began utilizing Discovery Science Center to administer and implement the Program.

**The purpose of this Request for Proposals (RFP) is to solicit proposals (from the current contractor as well as other qualified firms) that propose water education programs that are either similar to the long-running assembly-style program (as described below) or different in format and approach. Contractors are encouraged to propose both similar and different style programs; more than one proposal per firm may be submitted in response to this RFP.**

The successful firm will be awarded a three-year contract with an option to renew two additional years. During the first three years, the program cost shall not exceed \$300,000 per year. This includes program marketing, scheduling, implementation, evaluation, and the follow-up activity, as described in Section 3. More than one firm may be selected to fulfill the requirements of this program.

This RFP describes the project, the required scope of services, the contractor selection process, and the minimum information that must be included in the proposal. Failure to submit information in accordance with the RFP requirements and procedures may be cause for disqualification.

### II. DISTRICT OVERVIEW

MWDOC is a wholesale water supplier and resource planning agency. Our efforts focus on sound planning and appropriate investments in water supply development, water use efficiency, public information, legislative advocacy, water education, and emergency preparedness. MWDOC's service area covers all of Orange County, with the exception of the cities of Anaheim, Fullerton, and Santa Ana (however, education programs and other services are offered by MWDOC within these areas).

Local water supplies meet nearly half of Orange County's total water demand. To meet the remaining demand, MWDOC purchases imported water – from Northern California and the Colorado River – through the Metropolitan Water District of Southern California. MWDOC delivers this water to its 28 member agencies (local water agencies and city water departments),

which provide retail water services to the public. MWDOC is governed by an elected, seven-member Board of Directors. Additional information about MWDOC is available at [www.mwdoc.com](http://www.mwdoc.com).

**III. PROGRAM BACKGROUND**

Since 1973, the School Program has traditionally been taught through grade-specific, assembly-style presentations delivered onsite at the schools. The presentations are closely aligned with the science content standards established by the State of California. The assemblies include hands-on demonstrations and interactive activities that bring-to-life concepts like the water cycle, properties of water, and how to preserve our water supplies. A limited number of assemblies also feature student response keypads to engage students and measure learning.

Intermittently, the School Program has included a Water Quality Program for fifth and sixth grade students. This two-part, laboratory-style Program focuses on water quality testing and environmental protection. All School Program offerings are evaluated by the teachers whose students participate in the program, and results are made available to MWDOC staff.

Students who participate in either an assembly or water quality program receive an educational activity booklet (featuring MWDOC’s education mascot, Ricki the Rambunctious Raindrop), which augments the concepts taught during the program. While this booklet is currently available exclusively in print, MWDOC desires to move to an electronic method of engagement after the program delivery (see Section 3).

All School Program offerings are funded by the local water agencies and provided at no cost to the participating schools/students.

**IV. PROJECT TIMELINE**

The following table identifies and estimates the dates/timeframe for receipt, evaluation, award, and implementation of this work. Please note these key dates when preparing your response to this RFP.

<b>Description</b>	<b>Date</b>
Release of RFP to Vendors	March 18, 2015
Deadline for Written Questions Regarding RFP	April 7, 2015
Proposal Due Date	April 13, 2015
Proposal Review	April 15, 2015
<i>Vendor Interviews (Tentative, if needed)</i>	<i>April 17, 2015</i>
Vendor Selection (Board approval)	April 20, 2015
Contract Execution	May 1, 2015
Program Implementation <sup>1</sup>	July 1, 2015 – June 30, 2019

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<sup>1</sup> Please note that MWDOC’s intent is for School Program presentations to begin September 1, 2015. This may require marketing and scheduling activities to begin as early as May 1, 2015. In this event, the Contractor will be authorized to begin work upon execution of the Contract.

## SECTION 3 – SCOPE OF WORK

### **I. WATER EDUCATION SCHOOL PROGRAM**

Contractor shall provide informative and engaging, age-appropriate water education programs to Orange County public and private schools. The proposed program must include the following elements:

#### **1. Marketing:**

- a. Market the program to all eligible public and private schools in Orange County, California. This includes all (600+) schools in Orange County, California except those served by Irvine Ranch Water District. (Please see Exhibit A or visit <http://www.mwdoc.com/about/member-agencies> for a service area map.) Various communication channels should be used, including phone calls, emails, letters, brochures, etc.
- b. Contractor must continue to market the program through any communication channels necessary to ensure the student participation targets established by MWDOC and the local water agencies are met.

#### **2. Scheduling:**

- a. Schedule and confirm the program with participating schools. This includes corresponding with school staff before and after the program dates to schedule the program, confirm program dates, and handle any appropriate follow-up.
- b. Update the schedule of participating schools on an ongoing basis and provide it in electronic format to MWDOC staff on a monthly basis.

#### **3. Implementation:**

- a. Proposer should identify which grade levels are most appropriate to target based on the science curriculum standards (any other applicable standards) established by the State of California. The proposed program can target elementary, middle, and/or high school students, or any combination of grade levels therein.
- b. At a minimum, the program should include information/discussion on the following:
  - i. Any applicable, relevant, grade-appropriate standards pertaining to water education, as established by the State of California.
  - ii. Water Use Efficiency: how to save water/water conservation tips; the importance of using water wisely.
  - iii. Groundwater: which parts of Orange County have access to groundwater and which parts are largely dependent upon imported supplies.

- iv. Water Recycling: how Orange County recycles water; how recycled water augments our water resources.
- c. The program can be delivered either onsite at the schools or offsite at pre-designated water education facilities. Each presentation may be altered to cater to the total number of students in attendance. For example, schools with a larger student body may require two presentations, demonstrations, or assemblies of the same program.
- d. The program should utilize props, visual aids, costumes, electronic displays, and/or other demonstration supplies to enhance the program. These items must be well maintained and in good condition at all times.
- e. The program must incorporate MWDOC's education mascot, Ricki the Rambunctious Raindrop, into the lessons and visuals. (Artwork for the Ricki Raindrop character is available at [www.mwdoc.com/services/school-programs](http://www.mwdoc.com/services/school-programs)).
- f. The proposed program should incorporate technology elements to enhance the educational concepts being taught. Such technology could include items like electronic visual displays, student response keypads, laptops/projectors, etc.
- g. During the teaching of the program, MWDOC and the appropriate local water agency (whose service area the program is being conducted within) must be recognized both verbally and visually. At a minimum, teaching staff conducting the program should mention MWDOC and the local water agency by name, explain their roles as water purveyors, and cover 2-3 message points provided by the local water agency. The logos of MWDOC and the local water agency must also be displayed in some manner.
- h. Record student and teacher attendance numbers. Provide the statistics to MWDOC in a monthly report that includes the following information:
  - i. School Name
  - ii. Retail Water Provider Name
  - iii. Date of Program
  - iv. Program type
  - v. Number of students in attendance

#### 4. Evaluation

- a. MWDOC and local water agencies require metrics to demonstrate the concepts are being learned by students, as compared at the beginning and end of the program. Proposers should identify an appropriate method for evaluating the learning achieved during the course of the program.

- b. Proposer shall identify a method for conducting teacher evaluations. Teachers of participating students are asked to evaluate the program's efficacy, quality, value, relevancy, and other relevant metrics. The compiled results of the teacher evaluations should be made available to MWDOC staff upon request.

**5. Follow-up Activity**

- a. Proposer shall identify an effective method for educating and engaging students (remotely) following the program delivery date. This should be done through an electronic method, such as an online survey, smart phone app, e-book, printed booklet, or any other age-appropriate means. The intent is to augment the concepts taught and continue to engage students following the program delivery. All students who participate in the program should be provided the program follow-up materials or given access to these materials.
- b. The concept/artwork for the proposed follow-up activity must incorporate MWDOC's education mascot, Ricki the Rambunctious Raindrop. (Artwork for the Ricki Raindrop character is available at [www.mwdoc.com/services/school-programs](http://www.mwdoc.com/services/school-programs)).

## SECTION 4 – PROPOSAL REQUIREMENTS

### I. PROPOSAL ELEMENTS

The emphasis of the proposal should be on responding to the requirements set forth herein. Proposers must demonstrate their capabilities, background, expertise, and experience in order for the District to effectively evaluate the proposals. The proposal should be concise, well organized, and demonstrate the Contractor's understanding of the project.

The Proposal should be organized as follows. Please use the section headings and sub-headings listed in bold, below.

1. **Executive Summary** – Include a brief summary of the company/organization, its background, size, scope of services, capabilities, and proximity of company resources to MWDOC's offices. (Limit: 1 page)
  
2. **Personnel Qualifications** –
  - a. **Bios:** Include a short bio of each staff member's qualifications and experience providing services similar to those requested through this RFP. (Limit: 5 pages) (Optional: Provide resumes of key staff members involved in the administration and implementation of the program.)
  
  - b. **Staff Roles:** For each staff member, please indicate his/her precise role in administering and/or implementing the program. Please clearly indicate which staff member(s) will be the primary point of contact throughout the duration of the program. (Limit: 2 pages)
  
3. **Approach** –
  - a. **Marketing/Scheduling:** Describe how your staff will market and schedule the program, and how these reports will be provided to MWDOC staff (per the requirements set forth in Section 3). (Limit: 2 pages)
  
  - b. **Education Standards:** Summarize your understanding of all applicable educational standards (science and other, as appropriate) established by the State of California and how your proposed program will align with those standards. Please state explicitly which standards for each grade level will be taught. (Limit: 3 pages)
  
  - c. **Program Format:** In detail, describe the structure and format of your proposed school program(s). (Limit: 7 pages)

This must include:

- i. **Grade levels:** The proposed grade level(s) targeted and reasoning why those grade level(s) were selected.
  - ii. **Program Format:** The program format and delivery method (e.g., assembly-style, activity-based, performance-based, laboratory-style, etc.). Please clearly state how students will be actively engaged in the program (e.g., hands-on activities, demonstrations, student response keypads, etc.).
  - iii. **Location:** Where the program will be delivered (onsite at the schools or offsite). If delivered offsite, clearly state: how students will get to your site; how transportation costs will be funded; what security measures will be taken to ensure student safety.
  - iv. **Key Concepts:** How the proposed program will incorporate information/discussion on water use efficiency, groundwater, and recycled water. Explain how education regarding these key concepts seeks to change behaviors (of students and their families).
  - v. **Props:** The types of props, visual aids, and demonstration supplies that will be utilized during your program presentations; your schedule for maintaining/replacing these items.
  - vi. **Technology:** The specific types of technology that will be incorporated into your program to enhance learning.
  - vii. **Mascot:** How you will incorporate MWDOC's education mascot, Ricki the Rambunctious Raindrop, into the lessons and visuals.
  - viii. **Branding:** How MWDOC and the appropriate local water agency will be recognized (verbally and visually) during the program delivery.
  - ix. **Other:** Any other pertinent information that may give evaluators a clear understanding of your proposed program.
- d. **Evaluation:** Describe how you will evaluate and measure the learning achieved by students during the course of the program; explain how teacher evaluations will be conducted (as described in Section 3). Clearly state how the compiled results of both reports will be provided to MWDOC staff. (Limit: 2 pages)

- e. **Follow-up Activity\*:** Describe the proposed follow-up activity (as described in Section 3) that will engage students following the program delivery date and augment the concepts taught in the program. An online delivery format is preferred, but other approaches will be considered. Please explain how the follow-up activity seeks to educate students and change behaviors (of students and their families). Describe the role of the Ricki the Rambunctious Raindrop character in the follow-up activity. (Limit: 3 pages)

**\*Please note, the follow-up activity is a key component of the program and must be fully developed for maximum impact. Contractor (or their subcontractor) will be solely responsible for development and implementation of the follow-up activity.**

- f. **Readiness to Proceed:** Briefly describe your firm’s and personnel’s ability to meet MWDOC’s needs in a consistent and timely manner. Please explain your “readiness to proceed” with program implementation by September 1, 2015. (Program marketing and scheduling may be necessary as early as May 1, 2015.) (Limit: 2 pages)

4. **Pricing –**

- a. **Pricing Table:** Provide a table that includes pricing for all services proposed for the initial three-year contract. This includes implementation of the school program and development/implementation of the follow-up activity. Please state the percentage markup of reimbursable items (if applicable), and any other program costs. If price increases are proposed for years two or three of the program, they must be clearly stated in the proposal.
- b. **Cost per Student\*:** Provide a breakdown of the total cost per student taught through each proposed program or sub-program. Include any add-on costs for optional program elements. Indicate the total number of students that will be taught given the maximum program budget of \$300,000 per year.

**\*Please note, MWDOC and the local water agencies seek to reach a large number of students. Programs with wide reach are preferred.**

- 5. **Samples –** Provide video, photos, handouts, scripts, or other applicable examples of your firm’s water education programs. Samples should demonstrate your firm’s ability to actively engage and educate K-12 students in an age-appropriate manner through programs that align with the education standards established by the State of California

6. **References** – List three former municipal (preferred) or private clients for whom comparable services were provided within the last five years. Please include the organization name, address, contact name, job title, phone number, and email address for each client. Briefly summarize the scope and scale of services provided for each client.
7. **Subcontractors** – Clearly describe which services, if any, will be conducted by subcontractors. If subcontractors will be used to administer or implement the program, include a full description of the subcontractor’s experience and personnel.

**Any questions as to the meaning of the scope of work, proposal requirements or selection process must be submitted in writing and shall be directed to Ms. Jessica Ouwerkerk of MWDOC’s Public Affairs Department at [jouwerkerk@mwdoc.com](mailto:jouwerkerk@mwdoc.com). To be given consideration, **questions must be received by 5:00 p.m. on April 7, 2015**. All questions asked by Proposers and answers provided in response will be immediately posted to MWDOC’s website at <http://www.mwdoc.com/business/rfp>.**

Under no circumstances may the Proposer contact any other staff member or Board Member of MWDOC or its member agencies (or the cities of Santa Ana, Fullerton, or Anaheim) to discuss this RFP or clarify any requirements herein. Failure to comply with this requirement may be grounds for immediate disqualification.

## II. **SUBMITTAL REQUIREMENTS**

1. To facilitate the evaluation process, **three (3) printed copies of the typed proposal shall be provided as well as an electronic copy** (using PDF format, with search capability) **on a flash drive.**
2. Electronic samples (photos, video, etc.) must be provided on a flash drive. Printed samples (booklets, flyers, handouts, etc.) shall be provided in a manila envelope with the firm’s name clearly identified on the outside of the envelope.
3. The proposal shall be signed by an individual authorized to execute legal documents on behalf of the contractor.
4. Any changes or addenda to a submitted proposal must be received by the submittal deadline.

## III. **TERMS AND CONDITIONS**

1. MWDOC and local water agencies may make such investigations as it deems necessary to determine the ability of the Proposer to provide the goods and/or service as specified, and the Proposer shall furnish to MWDOC, upon request, all such information and data for this purpose. MWDOC may discuss or negotiate with one or more firms prior to award.
2. MWDOC reserves the right to reject any or all proposals, either separately or as a whole, and accept any proposal presented which it deems best suited to the interest of MWDOC and its member agencies, and is not bound to accept the lowest price.

3. The cost for developing the proposal is the sole responsibility of the Proposer. All proposals submitted become the property of MWDOC.
4. At the time of the opening of proposals, each Proposer shall be presumed to have read and be thoroughly familiar with the specifications and contract documents (including all Attachments). Proposers must be capable of complying with all insurance requirements and Conflict of Interest Statements as stated in MWDOC's standard agreement (Exhibit B). Please review this agreement and note in your proposal if any modifications are needed in order to ensure compliance.
5. Be advised that all information contained in proposals submitted in response to this solicitation may be subject to the California Public Records Act (Government Code Section 6250 et seq.).

## **SECTION 5 – SELECTION PROCESS**

### **I. PROPOSAL REVIEW PROCESS**

1. An evaluation committee, consisting of MWDOC and member agency representatives, will review and score the proposals received in response to this RFP.
2. If deemed necessary by the evaluation committee, interviews with short-listed Contractors will be conducted on April 17, 2015. (It is highly recommended that all Proposers reserve this date in advance.)
3. The evaluation committee will recommend one or more firms to fulfill the requirements of this RFP. The recommendation will be made to the General Manager and Board of Directors.
4. Upon approval by the Board of Directors, MWDOC will enter into negotiations with the selected Contractor(s) and execute an agreement.

### **II. SELECTION CRITERIA**

The criteria for vendor selection shall be based on, but not limited to, the following:

1. Experience conducting effective water education programs for school-age children.
2. Qualifications of personnel assigned to administer, market, and teach the program.
3. Demonstrated understanding of MWDOC and local water agencies' education goals and program needs.
4. Approach to implementing the proposed program (scope of services proposed).
5. Ability to meet all applicable education standards established by the State of California.
6. Readiness to proceed with program implementation by September 1, 2015.
7. Size and reach of the program, including the proposed number of students targeted.
8. Pricing and payment terms.

**EXHIBIT A – MWDOC SERVICE AREA MAP**



**MWDOC Service Area and Member Agencies**

**Figure 1-1**

Center for Demographic Research, CSUF 2011  
 Portions of this map are copyrighted, and reproduced with permission granted by THOMAS BRUCE SHIPS

**EXHIBIT B – SAMPLE AGREEMENT**

\* Please list all exceptions you have, if any, to the sample agreement.

## STANDARD AGREEMENT FOR CONSULTANT SERVICES

This **AGREEMENT** for consulting services dated \_\_\_\_\_, which includes all exhibits and attachments hereto, "**AGREEMENT**" is made on the last day executed below by and between **MUNICIPAL WATER DISTRICT OF ORANGE COUNTY**, hereinafter referred to as "**DISTRICT**," and, \_\_\_\_\_ hereinafter referred to as "**CONSULTANT**" for \_\_\_\_\_ hereinafter referred to as "**SERVICES.**"<sup>1</sup> **DISTRICT** and **CONSULTANT** are also referred to collectively herein as the "**PARTIES**" and individually as "**PARTY**". The **PARTIES** agree as follows:

### **I**     **PURPOSE AND SCOPE OF WORK**

#### **A.     Consulting Work.**

**DISTRICT** hereby contracts with **CONSULTANT** to provide general or special **SERVICES** as more specifically set forth in **Exhibit "B"** attached hereto and incorporated herein. Tasks other than those specifically described therein shall not be performed without prior written approval of **DISTRICT's** General Manager.

#### **B.     Independent Contractor.**

**CONSULTANT** is retained as an independent contractor for the sole purpose of rendering professional and/or special **SERVICES** described herein and is not an agent or employee of **DISTRICT**. **CONSULTANT** shall be solely responsible for the payment of all federal, state and local income tax, social security tax, Workers' Compensation insurance, state disability insurance, and any other taxes or insurance **CONSULTANT**, as an independent contractor, is responsible for paying under federal, state or local law. **CONSULTANT** is thus not eligible to receive workers' compensation, medical, indemnity or retirement benefits, including but not limited to enrollment in CalPERS. Unless, expressly provided herein, **CONSULTANT** is not eligible to receive overtime, vacation or sick pay. **CONSULTANT** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **DISTRICT**. **CONSULTANT** shall have the sole and absolute discretion in determining the methods, details and means of performing the **SERVICES** required by **DISTRICT**. **CONSULTANT** shall furnish, at his/her own expense, all labor, materials, equipment and transportation necessary for the successful completion of the **SERVICES** to be performed under this **AGREEMENT**. **DISTRICT** shall not have any right to direct the methods, details and means of the **SERVICES**; however, **CONSULTANT** must receive prior written approval from **DISTRICT** before using any sub-consultants for **SERVICES** under this **AGREEMENT**.

#### **C.     Changes in Scope of Work**

If **DISTRICT** requires changes in the tasks or scope of work shown in **Exhibit "B"** or additional work not specified therein, **DISTRICT** shall prepare a written change order. If **CONSULTANT** believes work or materials are required outside the tasks or scope of work described in **Exhibit "B,"** it shall submit a written request for a change order to the **DISTRICT**. A change order must be approved and signed by the **PARTIES** before **CONSULTANT** performs any work outside the scope of work shown in **Exhibit "B."** **DISTRICT** shall have no responsibility to compensate **CONSULTANT** for such work without an approved and signed change order. Change orders shall specify the change in the budgeted amount for **SERVICES**.

### **II**     **TERM**

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<sup>1</sup> Pursuant to Section 8002 of the District's Administrative Code, the District's "Ethics Policy" set forth at sections 7100-7111 of the Administrative Code is attached hereto as Exhibit "A" and incorporated herein by this reference.

This **AGREEMENT** shall commence upon the date of its execution and shall extend thereafter for the period specified in **Exhibit "B"** or, if no time is specified, until terminated on thirty (30) days notice as provided herein.

### **III BUDGET, FEES, COSTS, BILLING, PAYMENT AND RECORDS**

#### **A. Budgeted Amount for SERVICES**

**CONSULTANT** is expected to complete all **SERVICES** within the Budgeted Amount set forth on **Exhibit "B."** The total compensation for the **SERVICES** to be performed under this **AGREEMENT** shall not exceed the Budgeted Amount unless modified as provided herein. Upon invoicing the **DISTRICT** 80% of the Budgeted Amount, **CONSULTANT** shall prepare and provide to **DISTRICT** a "cost to complete" estimate for the remaining **SERVICES**. The **PARTIES** shall work together to complete the project within the agreed-upon Budgeted Amount, but the obligation to complete the **SERVICES** within the Budgeted Amount lies with the **CONSULTANT**.

#### **B. Fees**

Fees shall be billed per the terms and conditions and at the rates set forth on **Exhibit "B"** for the term of the **AGREEMENT**. Should the term of the **AGREEMENT** extend beyond the period for which the rates are effective, the rates specified in **Exhibit "B"** shall continue to apply unless and until modified by consent of the **PARTIES**.

#### **C. Notification Clause**

Formal notices, demands and communications to be given hereunder by either **PARTY** shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing. If the name or address of the person to whom notices, demands or communication shall be given changes, written notice of such change shall be given, in accordance with this section, within five(5) working days.

**Notices shall be made as follows:**

Municipal Water District of Orange County  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
18700 Ward Street, P.O.Box 20895  
Fountain Valley, CA 92708

Company  
Contact Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address:  
City, State, Zip:

#### **D. Billing and Payment**

**CONSULTANT's** fees shall be billed by the 25<sup>th</sup> day of the month and paid by **DISTRICT** on or before the 15<sup>th</sup> of the following month. Invoices shall reference the Purchase Order number from the **DISTRICT**.

**DISTRICT** shall review and approve all invoices prior to payment. **CONSULTANT** agrees to submit additional supporting documentation to support the invoice if requested by **DISTRICT**. If **DISTRICT** does not approve an invoice, **DISTRICT** shall send a notice to **CONSULTANT** setting forth the reason(s) the invoice was not approved. **CONSULTANT** may re-invoice **DISTRICT** to cure the defects identified in the **DISTRICT** notice. The revised invoice will be treated as a new submittal. If **DISTRICT** contests all or any portion of an invoice,

**DISTRICT** and **CONSULTANT** shall use their best efforts to resolve the contested portion of the invoice.

**E. Billing Records**

**CONSULTANT** shall keep records of all **SERVICES** and costs billed pursuant to this **AGREEMENT** for at least a period of seven (7) years and shall make them available for review and audit if requested by **DISTRICT**.

**IV DOCUMENTS**

All **MATERIALS** as defined in Paragraph XI below, related to **SERVICES** performed under this **AGREEMENT** shall be furnished to **DISTRICT** upon completion or termination of this **AGREEMENT**, or upon request by **DISTRICT**, and are the property of **DISTRICT**.

**V TERMINATION**

Each **PARTY** may terminate this **AGREEMENT** at any time upon thirty (30) days written notice to the other **PARTY**, except as provided otherwise in **Exhibit "B."** In the event of termination: (1) all work product prepared by or in custody of **CONSULTANT** shall be promptly delivered to **DISTRICT**; (2) **DISTRICT** shall pay **CONSULTANT** all payments due under this **AGREEMENT** at the effective date of termination; (3) **CONSULTANT** shall promptly submit a final invoice to the **DISTRICT**, which shall include any and all non-cancelable obligations owed by **CONSULTANT** at the time of termination, (4) neither **PARTY** waives any claim of any nature whatsoever against the other for any breach of this **AGREEMENT**; (5) **DISTRICT** may withhold 125 percent of the estimated value of any disputed amount pending resolution of the dispute, consistent with the provisions of section III D above, and; (6) **DISTRICT** and **CONSULTANT** agree to exert their best efforts to expeditiously resolve any dispute between the **PARTIES**.

**VI INSURANCE REQUIREMENTS**

**CONSULTANT** shall obtain prior to commencing work and maintain in force and effect throughout the term of this **AGREEMENT**, all insurance set forth below.

**A. Workers' Compensation Insurance**

By his/her signature hereunder, **CONSULTANT** certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that **CONSULTANT** will comply with such provisions before commencing the performance of the **SERVICES** under this **AGREEMENT**.

**CONSULTANT** and sub-consultant will keep workers' compensation insurance for their employees in effect during all work covered by this **AGREEMENT**. An ACORD certificate of insurance or other certificate of insurance satisfactory to **DISTRICT**, evidencing such coverage must be provided (1) by **CONSULTANT** and (2) by sub-consultant's upon request by **DISTRICT**.

## B. Professional Liability Insurance

**CONSULTANT** shall file with **DISTRICT**, before beginning professional **SERVICES**, an ACORD certificate of insurance, or any other certificate of insurance satisfactory to **DISTRICT**, evidencing professional liability coverage of not less than \$1,000,000 per claim and \$1,000,000 aggregate, requiring 30 days notice of cancellation (10 days for non-payment of premium) to **DISTRICT**.

Such coverage shall be placed with a carrier with an A.M. Best rating of no less than A: VII, or equivalent. The retroactive date (if any) of such insurance coverage shall be no later than the effective date of this **AGREEMENT**. In the event that the **CONSULTANT** employs sub-consultants as part of the **SERVICES** covered by this **AGREEMENT**, **CONSULTANT** shall be responsible for requiring and confirming that each sub-consultant meets the minimum insurance requirements specified herein.

## C. Other Insurance

**CONSULTANT** will file with **DISTRICT**, before beginning professional **SERVICES**, ACORD certificates of insurance, or other certificates of insurance satisfactory to **DISTRICT**, evidencing general liability coverage of not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage; automobile liability (owned, scheduled, non-owned or hired) of at least \$1,000,000 for bodily injury and property damage each accident limit; workers' compensation (statutory limits) and employer's liability (\$1,000,000) (if applicable); requiring 30 days (10 days for non payment of premium) notice of cancellation to **DISTRICT**. For the coverage required under this paragraph, the insurer(s) shall waive all rights of subrogation against **DISTRICT**, and its directors, officers, agents, employees, attorneys, consultants or volunteers. **CONSULTANT's** insurance coverage shall be primary insurance as respects **DISTRICT**, its directors, officers, agents, employees, attorneys, consultants and volunteers for all liability arising out of the activities performed by or on behalf of the **CONSULTANT**. Any insurance pool coverage, or self-insurance maintained by **DISTRICT**, and its directors, officers, agents, employees, attorneys, consultants or volunteers shall be excess of the **CONSULTANT's** insurance and shall not contribute to it.

The general liability coverage shall give **DISTRICT**, its directors, officers, agents, employees, attorneys, consultants and authorized volunteers additional insured status using ISO endorsement CG2010, CG2033, or equivalent. Coverage shall be placed with a carrier with an A.M. Best rating of no less than A: VII, or equivalents. In the event that the **CONSULTANT** employs sub-consultant as part of the work covered by the **AGREEMENT**, it shall be the **CONSULTANT's** responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified herein.

## D. Expiration of Coverage

If any of the required coverages expire during the term of the **AGREEMENT**, **CONSULTANT** shall deliver the renewal certificate(s) including the general liability additional insured endorsement to **DISTRICT** at least ten (10) days prior to the expiration date.

## **INDEMNIFICATION**

To the fullest extent permitted by applicable law, **CONSULTANT** shall indemnify, defend and hold harmless **DISTRICT**, its officers, Directors and employees and authorized volunteers, and each of them from and against:

- a. When the law establishes a professional standard of care for the **CONSULTANT's** services, all claims and demands of all persons that arise out of, pertain to, or relate to the **CONSULTANT's** negligence, recklessness or willful misconduct in the performance (or actual or alleged non-performance) of the work under this agreement. **CONSULTANT** shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of **CONSULTANT's** performance or non-performance of the work hereunder, and shall not tender such claims to **DISTRICT** nor its directors, officers, employees, or authorized volunteers, for defense or indemnity.
- b. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of **CONSULTANT**.
- c. Any and all losses, expenses, damages (including damages to the work itself), attorney's fees and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of **CONSULTANT** to faithfully perform the work and all of the **CONSULTANT's** obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party.

**CONSULTANT** shall defend, at **CONSULTANT's** own cost, expense and risk, any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against **DISTRICT** or its directors, officers, employees, or authorized volunteers with legal counsel reasonably acceptable to **DISTRICT**.

**CONSULTANT** shall pay and satisfy any judgment, award or decree that may be rendered against **DISTRICT** or its directors, officers, employees, or authorized volunteers, in any and all such suits, actions, or other legal proceedings.

**CONSULTANT** shall reimburse **DISTRICT** or its directors, officers, employees, or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing indemnity herein provided.

**CONSULTANT's** obligation to indemnify shall not be restricted to insurance proceeds, if any, received by **DISTRICT**, or its directors, officers, employees, or authorized volunteers.

## **VII FINANCIAL DISCLOSURE AND CONFLICTS OF INTEREST**

Although **CONSULTANT** is retained as an independent contractor, **CONSULTANT** may still be required, under the California Political Reform Act and **DISTRICT's** Administrative Code, to file annual disclosure reports. **CONSULTANT** agrees to file such financial disclosure reports upon request by **DISTRICT**. Further, **CONSULTANT** shall file the annual summary of gifts required by Section 7105 of the **DISTRICT's** Ethics Policy, attached hereto as **Exhibit "A."**

Failure to file financial disclosure reports upon request and failure to file the required gift summary are grounds for termination of this **AGREEMENT**. Any action by **CONSULTANT** that is inconsistent with **DISTRICT's** Ethic's Policy current at the time of the action is grounds for termination of this **AGREEMENT**. The Ethics Policy as of the date of this **AGREEMENT** is attached hereto as **Exhibit "A."**

## **VIII PERMITS AND LICENSES**

**CONSULTANT** shall procure and maintain all permits, licenses and other government-required certification necessary for the performance of its **SERVICES**, all at the sole cost of **CONSULTANT**. None of the items referenced in this section shall be reimbursable to **CONSULTANT** under the **AGREEMENT**. **CONSULTANT** shall comply with any and all applicable local, state, and federal regulations and statutes including Cal/OSHA requirements.

## **IX LABOR AND MATERIALS**

**CONSULTANT** shall furnish, at its own expense, all labor, materials, equipment, tools, transportation and other items or services necessary for the successful completion of the **SERVICES** to be performed under this **AGREEMENT**. **CONSULTANT** shall give its full attention and supervision to the fulfillment of the provisions of this **AGREEMENT** by its employees and sub-consultant and shall be responsible for the timely performance of the **SERVICES** required by this **AGREEMENT**. All compensation for **CONSULTANT's SERVICES** under this **AGREEMENT** shall be pursuant to **Exhibit "B"** to the **AGREEMENT**.

Only those **SERVICES**, materials, administrative, overhead and travel expenses specifically listed in **Exhibit "B"** will be charged and paid. No other costs will be paid. **CONSULTANT** agrees not to invoice **DISTRICT** for any administrative expenses, overhead or travel time in connection with the **SERVICES**, unless agreed upon and listed in **Exhibit "B"**.

## **X CONFIDENTIALITY AND RESTRICTIONS ON DISCLOSURE**

### **A. Confidential Nature of Materials**

**CONSULTANT** understands that all documents, records, reports, data, or other materials (collectively "**MATERIALS**") provided by **DISTRICT** to **CONSULTANT** pursuant to the **AGREEMENT**, including but not limited to draft reports, final report(s) and all data, information, documents, graphic displays and other items that are not proprietary to **CONSULTANT** and that are utilized or produced by **CONSULTANT** pursuant to the **AGREEMENT** are to be considered confidential for all purposes.

### **B. No Disclosure of Confidential Materials**

**CONSULTANT** shall be responsible for protecting the confidentiality and maintaining the security of **DISTRICT MATERIALS** and records in its possession. All **MATERIALS** shall be deemed confidential and shall remain the property of **DISTRICT**. **CONSULTANT** understands the sensitive nature of the above and agrees that neither its officers, partners, employees, agents or sub-consultants will release, disseminate, or otherwise publish said reports or other such data, information, documents, graphic displays, or other materials except as provided herein or as authorized, in writing, by **DISTRICT's** representative. **CONSULTANT** agrees not to make use of such **MATERIALS** for any purpose not related to the performance of the **SERVICES** under the **AGREEMENT**. **CONSULTANT** shall not make written or oral disclosures thereof, other than as necessary for its performance of the **SERVICES** hereunder, without the prior written approval of **DISTRICT**. Disclosure of confidential **MATERIALS** shall not be made

to any individual, agency, or organization except as provided for in the **AGREEMENT** or as provided for by law.

### **C. Protections to Ensure Control Over Materials**

All confidential **MATERIALS** saved or stored by **CONSULTANT** in an electronic form shall be protected by adequate security measures to ensure that such confidential **MATERIALS** are safe from theft, loss, destruction, erasure, alteration, and any unauthorized viewing, duplication, or use. Such security measures shall include, but not be limited to, the use of current virus protection software, firewalls, data backup, passwords, and internet controls.

The provisions of this section survive the termination or completion of the **AGREEMENT**.

## **XI OWNERSHIP OF DOCUMENTS AND DISPLAYS**

All original written or recorded data, documents, graphic displays, reports or other **MATERIALS** which contain information relating to **CONSULTANT's** performance hereunder and which are originated and prepared for **DISTRICT** pursuant to the **AGREEMENT** are instruments of service and shall become the property of **DISTRICT** upon completion or termination of the Project. **CONSULTANT** hereby assigns all of its right, title and interest therein to **DISTRICT**, including but not limited to any copyright interest. In addition, **DISTRICT** reserves the right to use, duplicate and disclose in whole, or in part, in any manner and for any purpose whatsoever all such data, documents, graphic displays, reports or other **MATERIALS** delivered to **DISTRICT** pursuant to this **AGREEMENT** and to authorize others to do so.

To the extent that **CONSULTANT** utilizes any of its property (including, without limitation, any hardware or software of **CONSULTANT** or any proprietary or confidential information of **CONSULTANT** or any trade secrets of **CONSULTANT**) in performing **SERVICES** hereunder, such property shall remain the property of **CONSULTANT**, and **DISTRICT** shall acquire no right or interest in such property.

## **XII EQUAL OPPORTUNITY**

**DISTRICT** is committed to a policy of equal opportunity for all and to providing a work environment that is free of unlawful discrimination and harassment. In keeping with this commitment, **DISTRICT** maintains a policy prohibiting unlawful discrimination and harassment in any form based on race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, pregnancy or childbirth, marital status, gender, sex, sexual orientation, veteran status or age by officials, employees and non-employees (vendors, contractors, etc.).

This policy applies to all employees, consultants and contractors of the **DISTRICT** whom the **DISTRICT** knows or has reason to know are violating this policy. Appropriate corrective action will be taken against all offenders, up to and including immediate discharge or termination of this **AGREEMENT**. During, and in conjunction with, the performance of this **AGREEMENT**, **CONSULTANT** shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, marital status or national origin.

### **XIII INTEGRATION OF ALL OTHER AGREEMENTS**

This **AGREEMENT**, including any Exhibits and Addenda, contains the entire understanding of the **PARTIES**, and there are no further or other agreements or understandings, written or oral, in effect between the **PARTIES** hereto relating to the subject matter hereof. Any prior understanding or agreement of the **PARTIES** shall not be binding unless expressly set forth herein and, except to the extent expressly provided for herein, no changes of this **AGREEMENT** may be made without the written consent of both **PARTIES**.

### **XIV ATTORNEYS' FEES**

In any action at law or in equity to enforce any of the provisions or rights under this **AGREEMENT**, the prevailing **PARTY** shall be entitled to recover from the unsuccessful **PARTY** all costs, expenses and reasonable attorney's fees incurred therein by the prevailing **PARTY** (including, without limitations, such costs, expense and fees on any appeals), and if such prevailing **PARTY** shall recover judgment in any such action or proceeding, such costs, expenses, including those of expert witnesses and attorneys' fees, shall be included as part of this judgment.

### **XV JURISDICTION AND VENUE SELECTION**

In all matters concerning the validity, interpretation, performance, or effect of this **AGREEMENT**, the laws of the State of California shall govern and be applicable. The **PARTIES** hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that venue of any action brought hereunder shall be in Orange County, California.

**[For Agreements funded in whole or part by State grants, include the following provision XVI.]**

### **XVI DRUG-FREE WORKPLACE CERTIFICATION OF COMPLIANCE**

By signing this Agreement, **CONSULTANT** hereby certifies under penalty of perjury under the laws of the State of California compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and has or will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees as required by Government Code Section 8355(a).
- b. Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(a) (2), to inform employees about all of the following:
  - i. The dangers of drug abuse in the workplace,
  - ii. The **CONSULTANT's** policy of maintaining a drug-free workplace,
  - iii. Any available counseling, rehabilitation and employee assistance programs, and
  - iv. Penalties that may be imposed upon employees for drug abuse violations.
- c. Provide, as required by Government Code Section 8355(a)(3), that every employee who works under this Agreement:
  - i. Will receive a copy of the **CONSULTANT's** drug-free policy statement, and
  - ii. Will agree to abide by terms of the **CONSULTANT's** statement as a condition of employment.

- d. This Agreement may be subject to suspension of payments or termination, or both, and the CONSULTANT may be subject to debarment if the DISTRICT determines that:
  - i. CONSULTANT has made a false certification, or;
  - ii. CONSULTANT violates the certification by failing to carry out the requirements noted above.

**IN WITNESS WHEREOF**, the **PARTIES** have hereunto affixed their names as of the day and year thereafter, which shall be and is the effective date of this **AGREEMENT**.

**APPROVED BY:**

**CONSULTANT ACCEPTANCE:**

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

<b>Internal Use Only:</b>
Program No. _____
Line Item: _____
Funding Year: _____
Contract Amt.: _____
Purchase Order # _____

Karl Seckel, Interim General Manager  
 Municipal Water District of Orange County  
 18700 Ward Street, P.O.Box 20895  
 Fountain Valley, CA 92708  
 (714) 963-3058

Name:  
 Address:  
 Phone:  
 Tax I.D. #

**EXHIBIT "A"**

<b>ETHICS POLICY</b>	<b>§7100-§7111</b>
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**§7100 PURPOSE**

The policy of MWDOC is to maintain the highest standards of ethics from its Board members, officers and employees (all shall be referred to as employees for the purposes of this section). The proper operation of MWDOC requires decisions and policy to be made in the proper manner, that public office not be used for personal gain, and that all individuals associated with MWDOC remain impartial and responsible toward the public. Accordingly, all employees are expected to abide by the highest ethical standards and integrity when dealing on behalf of MWDOC with fellow Board members or employees, vendors, contractors, customers, and other members of the public.

**§7101 RESPONSIBILITIES OF BOARD MEMBERS**

Board members are obliged to uphold the Constitution of the United States and the Constitution of the State of California and shall comply with all applicable laws regulating Board member conduct, including conflicts of interest and financial disclosure laws. No Board member or officer shall grant any special consideration, treatment, or advantage to any person or group beyond that which is available to every other person or group in the same circumstances.

**§7102 PROPER USE OF MWDOC PROPERTY AND RESOURCES**

Except as specifically authorized, no employee shall use or remove or permit the use or removal of MWDOC property, including MWDOC vehicles, equipment, telephones, office supplies, and materials for personal convenience or profit. No employee shall require another MWDOC employee to perform services for the personal convenience or profit of another employee. Each employee must protect and properly use any MWDOC asset within his/her control, including information recorded on paper or in electronic form. Employees shall safeguard MWDOC property, equipment, monies, and assets against unauthorized use or removal, as well as from loss due to criminal act or breach of trust.

Employees are responsible for maintaining written records, including expense reports, in sufficient detail to reflect accurately and completely all transactions and expenditures made on MWDOC's behalf. Creating a document with misleading or false information is prohibited.

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Motion - 1/17/96;

**§7103 CONFLICT OF INTEREST**

All MWDOC Directors, officers, and employees at every level shall comply with the requirements of Section 1090 of the California Government Code which prohibits such persons from being financially interested in any contract made by them in their official capacity, or by any body or board of which they are members, or from being a purchaser at any sale or a vendor at any purchase made by them in their official capacity.

All Directors and employees designated under MWDOC's Conflict of Interest Code ("designated employees") and employees required to report under Chapter 7, Article 2 of the Political Reform Act (Government Code Section 7300 et seq.) shall promptly and fully comply with all requirements thereof.

MWDOC employees who are not designated employees under MWDOC's Conflict of Interest Code shall refrain from participating in, making a recommendation, or otherwise attempting to

influence MWDOC's selection of a contractor, consultant, product, or source of supply if the non-designated employee, or an immediate family member, has a direct or indirect financial interest in the outcome of the selection process. No employee shall use his/her position with MWDOC in any manner for the purpose of obtaining personal favors, advantages or benefits for him/herself or an immediate family member from a person or entity doing business or seeking to do business with MWDOC. Such favors, advantages, or benefits would include, but are not limited to: 1) offers of employment; 2) free or discounted goods or services; or 3) gifts.

#### **§7104 GIFTS**

No employee shall accept, directly or indirectly, any compensation, reward or gift from any source except from MWDOC, for any action related to the conduct of MWDOC business, except as set forth below:

1. Acceptance of food and refreshments of nominal value on infrequent occasions in the ordinary course of a breakfast, luncheon or dinner meeting or other meeting or on an inspection tour where the arrangements are consistent with the transaction of official business.\*
2. Acceptance of transportation, lodging, meals or refreshments, in connection with attendance at widely attended gatherings sponsored by industrial, technical or professional organizations; or in connection with attendance at public ceremonies or similar activities financed by nongovernmental sources where the employee's participation on behalf of MWDOC is the result of an invitation addressed to him or her in his/her official capacity, and the transportation, lodging, meals or refreshment accepted is related to, and is in keeping with, his/her official participation.\*
3. Acceptance of unsolicited advertising or promotional materials such as pens, pencils, note pads, calendars, or other items of nominal value.\*
4. Acceptance of plaques and commemorative mementoes, of nominal value, or of value only to the recipient, such as service pins, recognition awards, retirement mementoes.
5. Acceptance of incidental transportation from a private organization provided it is furnished in connection with an employee's official duties and is of the type customarily provided by the private organization.

\* Nothing herein shall be deemed to relieve any Director or designated employee from reporting the value of such meals, transportation, lodging or gifts and abstaining from participation in any decision of MWDOC which could foreseeably have a material financial effect on the donor when the value of such gifts reaches the limits set forth in MWDOC's Conflict of Interest Code and the Political Reform Act.

In no event shall any employee accept gifts from any single source, the cumulative value of which exceeds the applicable gift limit under California law.

A gift or gratuity, the receipt of which is prohibited under this section, shall be returned to the donor. If return is not possible, the gift or gratuity shall be turned over to a public or charitable institution without being claimed as a charitable deduction and a report of such action and the reasons why return was not feasible shall be made on MWDOC records. When possible, the donor also shall be informed of this action.

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Motion - 1/17/96;

#### **§7105 PERSONS OR COMPANIES REPORTING GIFTS**

All persons and companies doing business with MWDOC, with the exception of public agencies, shall submit a summary, by January 31 of each calendar year, of all gifts claimed for internal vendor audits (including meals) made to, or on behalf of, employees or Directors of MWDOC, or their immediate family members, that have occurred in the normal course of business during the previous calendar year. Failure to provide this information to MWDOC may result in the termination of MWDOC business with that person or company.

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Motion - 7/21/93; Motion - 8/18/93;

#### **§7106 USE OF CONFIDENTIAL INFORMATION**

Confidential information (i.e., information which is exempt from disclosure under the California Public Records Act) shall not be released to unauthorized persons unless the disclosure is approved by the Board, President of the Board, or General Manager. Employees are prohibited from using any confidential information for personal advantage or profit.

#### **§7107 POLITICAL ACTIVITIES**

Employees are free to endorse, advocate, contribute to, or otherwise support any political party, candidate, or cause they may choose; however, employees are prohibited from soliciting political funds or contributions at MWDOC facilities. In any personal political activity an employee may be involved in, it shall be made clear that the employee is acting personally and not for MWDOC.

#### **§7108 IMPROPER ACTIVITIES**

Employees shall not interfere with the proper performance of the official duties of others, but are strongly encouraged to fulfill their own moral obligations to the public, MWDOC, and its member agencies by disclosing, to the extent not expressly prohibited by law, improper activities within their knowledge. No employee shall directly or indirectly use or attempt to use the authority or influence of his/her position for the purpose of intimidating, threatening, coercing, commanding, or influencing any person with the intent of interfering with that person's duty to disclose improper activity.

#### **§7109 VIOLATION OF POLICY – STAFF AND STAFF OFFICERS**

If an employee is reported to have violated MWDOC's Ethics Policy, the matter shall be referred to the General Manager for investigation and consideration of any appropriate action warranted which may include employment action such as demotion, reduction in salary, or termination. If a Board appointed officer (Secretary, Treasurer or General Manager) is reported to have violated MWDOC's Ethics Policy, the matter shall be referred to the Executive Committee for investigation and consideration of any appropriate action.

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Motion - 1/17/96;

## **§7110 VIOLATION OF POLICY -- DIRECTORS**

A perceived violation of this policy by a Director should be referred to the President of the Board or the full Board of Directors for investigation, and consideration of any appropriate action warranted. A violation of this policy may be addressed by the use of such remedies as are available by law to MWDOC, including, but not limited to: (a) adoption of a resolution expressing disapproval of the conduct of the Director who has violated this policy, (b) injunctive relief, or (c) referral of the violation to MWDOC Legal Counsel and/or the Grand Jury.

## **§7111 PERIODIC REVIEW OF CONFLICT OF INTEREST AND ADMINISTRATIVE GUIDELINES**

During the first quarter of the year immediately following an election (every two years), the Board shall meet to review and/or receive a presentation that addresses principles relating to reporting guidelines on compensation, conflict of interest issues, and standards for rules of conduct.

**Please note** If using Consultant’s proposal as Exhibit “B” please attach the proposal or or complete the standard Exhibit “B” Form below, BOTH Parties must verify that all sections of this form are FULLY ADDRESSED and the appropriate Exhibit is attached and labeled accordingly

**EXHIBIT "B"**

**SCOPE OF WORK, TERMS OF AGREEMENT  
AND TERMS AND CONDITIONS FOR BILLING**

<b>Company:</b> <b>Name:</b> <b>Address:</b> <b>Phone:</b> <b>Tax I.D. #</b>
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1. Term – Commencement (Insert Date) \_\_\_\_\_ Termination (Insert Date) \_\_\_\_\_
2. Fees/Rates to be billed - \$ \_\_\_\_\_
4. Budgeted Amount – Compensation is to be on a “time and material” basis, not to exceed \$ \_\_\_\_\_. **CONSULTANT's** fees shall be billed by the 25<sup>th</sup> day of the month and paid by **DISTRICT** on or before the 15<sup>th</sup> of the following month. Invoices shall reference the Purchase Order number from the **DISTRICT**  
  
Upon invoicing **DISTRICT** 80% of the contract amount, **CONSULTANT** shall prepare and provide to **DISTRICT** a “cost to complete” estimate for the remaining work.
4. Scope of Work/Services – (Insert **SPECIFIC** description – do not list “refer to Exhibit “ )  
\_\_\_\_\_
5. Consultant Representative: \_\_\_\_\_