REQUEST FOR PROPOSALS FOR

ACTUARIAL SERVICES

Proposals Due by 5:00PM,
June 21, 2019

Municipal Water District of Orange County
18700 Ward Street
Fountain Valley, CA 92708
Email: accounting@mwdoc.com
Website: www.MWDOC.com
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Exhibit A – MWDOC Standard Agreement for Consultants
Exhibit B – MWDOC Ethics Policy – Admin Code Sections 7100-7111
SECTION 1 - NOTICE TO PROPOSERS

Sealed proposals will be received by the receptionist at Municipal Water District of Orange County (MWDOC) offices until 5:00 p.m. on June 21, 2019. Proposals shall be enclosed and sealed in an envelope, clearly marked Actuarial Services, on the outside of the envelope, and addressed to Municipal Water District of Orange County.

Proposals may be hand delivered or mailed to:

Municipal Water District of Orange County
Attn: FINANCE DEPARTMENT
18700 Ward Street
Fountain Valley, CA 92708

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 proposals will not be accepted. Any proposal received after the deadline will be disqualified and not considered.

1. To facilitate the evaluation process, three (3) printed copies of the proposal shall be provided. These materials will be retained by MWDOC and considered public information. 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 6250et seq.).

2. 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:

   Hilary Chumpitazi
   hchumpitazi@mwdoc.com

To be given consideration, questions must be received by 5:00 p.m. on June 12, 2019. All questions asked by Proposers and answers provided in response will be posted to MWDOC’s website at http://www.mwdoc.com/business/rfp.

3. Under no circumstances may the Proposer contact any other staff member or board member of MWDOC or its member agencies to discuss this RFP or clarify any requirements herein. Failure to comply with this requirement may be grounds for immediate disqualification.
SECTION 2 – INTRODUCTION AND OVERVIEW

1. PURPOSE OF THE REQUEST FOR PROPOSALS

The Municipal Water District of Orange County (MWDOC) is seeking proposals from qualified professional actuarial firms to serve as MWDOC’s retained independent actuary to perform actuarial consulting services to value Other Post-Employment Benefits (OPEB) in compliance with Governmental Accounting Standards Board Statement No. 75 (GASB 75) for inclusion in the District’s Annual Report as of June 30, 2019.

There is no expressed or implied obligation for the District to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

2. DISTRICT OVERVIEW

MWDOC is a wholesale, imported water supplier and resource planning agency as well as a Member Agency of the Metropolitan Water District of Southern California (MET). Formed on January 11, 1951 pursuant to the Municipal Water District Act of 1911 (Water Code Section 71000 et seq.) for the expressed purpose of importing MET water to Orange County, excluding the original three MET Member Agencies (cities of Anaheim, Fullerton and Santa Ana). Beyond the provision of MET water, our efforts focus on sound planning and appropriate investments in water reliability, water supply development, water use efficiency, public information, legislative advocacy, water education and emergency preparedness.

MWDOC purchases imported water through MET and delivers this water to its 28 member agencies (local water districts and city water departments), which provides retail water services to the public. MWDOC is governed by a Board of Directors consisting of seven elected board members and has four appointed MET directors. From among its members, the Board appoints a president, vice president and such other positions as it deems necessary. District operations are managed by an appointed General Manager.

MWDOC’s operating revenue stream comes from a fixed meter charge for retail meter customers and a historical water purchase charge for our ground water customer since fiscal year 2015-16. In addition there are Choice services that are charged directly to the agencies as a “fee for service” on a subscription basis and grant funding (local, state and federal) that is primarily used as a pass thru for customer rebate funds.

For more information, please visit our website at www.mwdoc.com.

3. BACKGROUND

Effective October 1, 2011, the District established a Post-Retirement Healthcare Plan (Health Plan), and has contributed to a Section 115 Irrevocable Exclusive Benefit Trust for the pre-funding of post-employment health care costs. Currently, the District provides health insurance for its retired employees and their dependent spouses (if married and covered on the District’s plan at time of retirement), or survivors in accordance with Board resolutions.
Medical coverage is provided for retired employees who are age 55 or over and who have a minimum of 10 consecutive years of full-time service with the District. The District pays 100% of the premium for the lowest cost single retiree plan plus 90% of the difference to the plan actually selected, plus 80% of the combined retiree and spouse’s medical premium until age 65. If a retiree in receipt of these benefits dies before reaching age 65, the surviving spouse will continue to receive coverage that the retiree would have been entitled to until age 65 only. When a retiree reaches age 65 and/or is eligible for Medicare, the District reimburses the retiree up to $1,800 per calendar year for the cost of Supplemental Medical Insurance and Medicare Prescription Drug (Part D) Insurance for the lifetime of the retiree only. Retirees who complete at least 25 consecutive years of full-time service receive District-paid dental and vision benefits along with the above-mentioned medical coverage and post-age 65 coverage includes Medicare Part B premium reimbursements until the time of the retiree and spouse’s death. Employees hired on or after July 1, 2012 are ineligible for District-paid retiree health benefits.

Plan benefits and contribution requirements of Health Plan members and the District are established, and may be amended, by the District’s Board of Directors.

The following parties are responsible for administration of the Health Plan:

- Public Agency Retirement Services (PARS) serves as Trust Administrator and Consultant
- US Bank serves as Trustee, and
- HighMark Capital Management (HighMark) serves as Investment Manager

4. PROJECT TIMELINE

The following table identifies and estimates the dates/timeframe for receipt, evaluation, and award.

<table>
<thead>
<tr>
<th>Description</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release of RFP to Vendors</td>
<td>June 03, 2019</td>
</tr>
<tr>
<td>Deadline for Written Questions Regarding RFP</td>
<td>June 12, 2019</td>
</tr>
<tr>
<td>Proposal Due Date</td>
<td>June 21, 2019</td>
</tr>
<tr>
<td>Proposal Review</td>
<td>June 24, 2019</td>
</tr>
<tr>
<td>Vendor Interviews (Tentative, if needed)</td>
<td>To be determined</td>
</tr>
<tr>
<td>Vendor Selections</td>
<td>June 26, 2019</td>
</tr>
<tr>
<td>Contract Execution</td>
<td>June 2019</td>
</tr>
</tbody>
</table>
SECTION 3 – SCOPE OF SERVICES

MWDOC seeks actuarial services for the valuation of OPEB offered by MWDOC. The contract could be up to five (5) years. The primary objectives for this actuarial evaluation include:

- Ensure compliance with GASB Statement 75
- Determine OPEB related valuation and roll-forward data beginning June 30, 2019
- Prepare necessary information for inclusion in the MWDOC’s audited financial statements for each fiscal year
- Assist in implementing any new GASB statements and other financial pronouncements related to OPEB and provide ongoing professional consultation

SECTION 4 – PROPOSAL REQUIREMENTS

1. The purpose of the proposal is to demonstrate the qualifications, competence and capacity of the firm seeking to undertake this opportunity. The proposal shall include a sample actuarial report with at a minimum, the following information:
   
a. Approach and methodology for the valuation, to include compliance with GASB standards
b. Data requirements from MWDOC
c. Schedule for project completion and issuance of report
d. Valuation report elements to include:
   
i. Actuarial present value of total projected benefits
   ii. Actuarial accrued liability
   iii. OPEB assets
   iv. Unfunded actuarial accrued liability
   v. Normal Cost
   vi. Annual required contribution as a dollar amount and as a percentage of payroll
   vii. Annual OPEB cost
   viii. Net OPEB obligation
   ix. Summary of data used for the valuation
   x. Summary of actuarial methods and assumptions
   xi. Financial notes to be included in the District’s audited financial statements in the GASB prescribed format
2. The proposal should provide a list of key personnel who will participate on the engagement including their experience, actuarial credentials, and each individual’s relevant experience with municipalities and preparing OPEB actuarial valuations.
   a. The proposal should provide a brief description of your firm and its relevant government experience in the area of actuarial valuation services related to OPEB.
   b. The proposal should describe any engagement which may interfere with your firm’s ability to provide independent and unbiased advice to MWDOC. Provide a brief description of any litigation pending against your firm. In addition, describe any public finance transaction during the past five (5) years in which your firm, if applicable, was removed or asked to resign from an assignment/project.

3. Client References
   a. List the most significant engagement (maximum of three) performed in the last two (2) years that are similar to the engagement described in this request for proposal. Indicate the scope of work, date, and name and telephone number of the principal client contact.

4. Tell us why your firm should be selected to provide these services and provide an affirmative statement that you would be able to complete the actuarial report and supplemental by August 30, 2019.

5. Standard Agreement for Consultant Services
   a. A copy of MWDOC’s Standard Agreement for Consultant Services is included as Exhibit A. Please review this agreement and identify any issues/concerns/edits your firm would need if selected for this work. Also indicate if you have cyber liability insurance coverage.

6. Provide the proposed cost of services for up to five (5) years of service.

**SECTION 5 – SELECTION PROCESS**

Proposals submitted will be evaluated by an evaluation committee. Staff will review each proposal for completeness and comprehensiveness, experience of the firm, professional qualifications and costs of services provided.

Based on review of the proposals, staff will present a recommendation to the General Manager. Following notification of the firm selected, it is expected that an engagement agreement will be executed between both parties. Proposing firms should note that the lowest bid will not necessarily be the deciding factor in MWDOC’s selection.

MWDOC reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected. MWDOC reserves the right to reject any and all proposals.
Exhibit A
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.” 1 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.

CONSULTANT represents and warrants that in the process of hiring CONSULTANT’s employees who participate in the performance of SERVICES, CONSULTANT conducts such lawful screening of those employees (including, but not limited to, background checks and Megan’s Law reviews) as are appropriate and standard for employees who provide SERVICES of the type contemplated by 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

1 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.
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

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

D. Billing and Payment

CONSULTANT’s fees shall be billed by the 25th day of the month and paid by DISTRICT on or before the 15th of the following month. Invoices shall reference the Purchase Order number from the DISTRICT.
DISTRIBUTION shall review and approve all invoices prior to payment. CONSULTANT agrees to submit additional supporting documentation to support the invoice if requested by DISTRIBUTION. If DISTRIBUTION does not approve an invoice, DISTRIBUTION shall send a notice to CONSULTANT setting forth the reason(s) the invoice was not approved. CONSULTANT may re-invoice DISTRIBUTION to cure the defects identified in the DISTRIBUTION notice. The revised invoice will be treated as a new submittal. If DISTRIBUTION contests all or any portion of an invoice, DISTRIBUTION 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 DISTRIBUTION.

IV DOCUMENTS

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

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 DISTRIBUTION; (2) DISTRIBUTION 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 DISTRIBUTION, 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) DISTRIBUTION 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) DISTRIBUTION 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 DISTRIBUTION, evidencing such coverage must be provided (1) by CONSULTANT and (2) by sub-consultant’s upon request by DISTRIBUTION.
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 SERVICES 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 incurred by counsel of the DISTRICT’s choice 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 counsel of the DISTRICT’s choice, incurred by the indemnified parties in any lawsuit to which they are a party.

CONSULTANT shall immediately 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, and shall not tender such claims to DISTRICT nor its directors, officers, employees, or authorized volunteers.

CONSULTANT shall immediately 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 immediately 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 survive the termination or completion of this agreement for the full period of time allowed by law and 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.

CONSULTANT hereby assigns to DISTRICT or DISTRICT’s designee, for no additional consideration, all CONSULTANT’s intellectual property rights, including, but not limited to, copyrights, in all deliverables and other works prepared by the CONSULTANT under this agreement. CONSULTANT shall, and shall cause its employees and agents to, promptly sign and deliver any documents and take any actions that DISTRICT or DISTRICT’s designee reasonably requests to establish and perfect the rights assigned to DISTRICT or its designee under this provision.

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. 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.

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

APPROVED BY: 

CONSULTANT ACCEPTANCE:

______________________________  ________________________________
Date __________________________  Date __________________________

Robert Hunter, 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. #
§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 for false information is prohibited.

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.
§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.

§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.
§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 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" (to contract)

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

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

1. Term – Commencement (Insert Date) _____ Termination (Insert Date) ____

2. Fees/Rates to be billed - $_____ 

3. Budgeted Amount – Compensation is to be on a “time and material” basis, not to exceed $_____. CONSULTANT’s fees shall be billed by the 25th day of the month and paid by DISTRICT on or before the 15th 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: _____