RFP NO. 188

REQUEST FOR PROPOSALS

FOR

GENERAL COUNSEL SERVICES

RFP ISSUE: AUGUST 25, 2020

RFP DUE: SEPTEMBER 8, 2020 12.00 P.M.

Issued by

Central Basin Municipal Water District
6252 Telegraph Road
Commerce, CA  90040
Telephone: (323) 201-5500
Fax: (323) 201-5554
www.centralbasin.org
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SECTION 1 - INTRODUCTION

The Central Basin Municipal Water District (hereinafter “Central Basin” or “District”) invites interested law firms and individuals with a minimum of 10 years’ experience representing public agencies in general governmental procedures compliance, contracts and transactions and civil/business litigation, to provide general counsel legal services for the District; manage and determine the need as well as engagement and coordination of Special Counsel.

Legal Services will be provided in accordance to the District’s Counsel Policy, Section 3 - Chapter 3, and the Procurement Policy for Legal Services and Related Costs, Section 5 - Chapter 4 attached hereto as Exhibit “F”.

The Firm selected as General Counsel will serve at the pleasure of the Board of Directors of District. District will enter into a three (3) year contract establishing the terms and compensation for the subject services.

SECTION 2 - BACKGROUND INFORMATION

The District is a public agency that purchases imported water from the Metropolitan Water District of Southern California (MWD). Central Basin wholesales the imported water to cities, mutual water firms, investor-owned utilities, and private firms in Southeast Los Angeles County. The District also supplies water for groundwater replenishment and recycled water for municipal, commercial, and industrial use. The Central Basin service area includes 27 cities and a population of 1.6 million. It is governed by five publicly elected Directors and three appointed Directors. Additional information about the District may be found on www.centralbasin.org.

SECTION 3 - STATEMENT OF PURPOSE

As stated above, the District is seeking proposals from qualified law firms (referred hereinafter as the “Firm”, Counsel or Proposer) to serve as primary agent responsible for the provision of a broad range of general legal services to the District. The purpose of this Request for Proposals (RFP) is for the Firm to demonstrate that it has the background, qualifications, competence, and capability to undertake these services with the District. The District’s Counsel will be appointed by the Board of Directors in accordance with the District Counsel policy, Section 3 – Chapter 3 and District’s Procurement Policy for Legal Services and Related Costs, Section 5 – Chapter 4 attached hereto as Exhibit “F”.

SECTION 3 - SCOPE OF WORK/PROJECT TASK

The qualified firm is required to perform and complete the work and provide the services as set forth in Exhibit “C” of this RFP.
SECTION 4 - MINIMUM FIRM QUALIFICATIONS

1. All attorneys performing services for the District on behalf of the Firm must be admitted to practice in the State of California and in good standing with the California Bar.

2. The Firm member with primary responsibility for the services provided to the District, (“Lead Counsel”) must have at least 10 years’ experience providing general counsel legal services for special districts or other local public agencies.

3. Demonstrated legal expertise in the following areas as it relates to special districts and municipal governments:
   a. Laws and regulations governing California Special Districts, such as the California Government Code, Ralph M. Brown Act, Public Records Act, Political Reform Act, General Municipal Law, and California Water Code; and operating procedures relative to the conduct of special district business.
   b. Experience and knowledge of Public Contracting Code, Labor Code and other California statutes governing the procurement process including bidding, awarding, contracting and construction of public works and improvements. Understanding of Federal and State Budgeting process whereby various funds are authorized and appropriated.
   c. Experience in public employment labor laws and litigation experience
   d. Environmental law include: California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA).
   e. Contracts, joint power authorities, memorandums of understanding, including risk transfer provisions.
   f. Preparation, review and adoption of ordinances and resolutions.
   g. Real estate law, easements, rights-of-way, encroachment permits, and other related agreements and negotiations.
   h. Law pertaining to water utility rate setting.
   i. Other relevant areas pertaining to special district/water district or municipal law.
   j. Knowledge of California water institutional structure.

4. Firm must maintain an office in Southern California that is open during regular business hours. In addition, Firm must attend all Board of Directors meetings, and be available to provide legal assistance to the District on a 24-hour basis.

SECTION 5 - PROPOSAL REQUIREMENTS

All Proposals must include and will be evaluated based on the following criteria:
1. A detailed scope of services that reflects the Firm’s understanding of the District’s requirements.

2. Written responses to all the “Minimum Firm Qualifications.”

3. Personnel Qualifications: The Proposal shall identify the Lead Counsel and staff to be assigned to the District and include the Lead Counsel and staff’s qualifications, training, and certifications to perform the services outlined in Exhibit “C” attached hereto.

4. List of Clients: A list of major public agency clients served during the last five (5) years with contact information (i.e., name of the clients, addresses, phone numbers, and contact person). The District reserves the right to contact any of them for references.

5. Additional Firm Qualifications: The Proposal shall include the size of the Firm as to number of clients, the size of the Firm’s staff, the location of the administrative office, and the number and positions of staff who will work with the District regularly. Please identify if the Firm is veteran, minority, or women-owned.

6. Capability to Meet District’s Requirements: This section should include experience and history of successful completion of projects.
   (a) Discuss the Firm’s capability to manage and schedule projects, the standard turnaround time, current relative workload, and staff’s availability.
   (b) Demonstrate the Firm’s expertise and experience in the projects identified under Exhibit “C”.
   (c) Demonstrate any experience the Firm has had working with clients similar in size or industry as Central Basin, or experience working within the general service area.

7. Fee Schedule: The Proposal shall include a not-to-exceed annual or monthly maximum billable amount or a flat-stipulated amount for the duties and expectations as outlined in Exhibit “C”. Additionally, the Proposal shall include a proposed hourly rate schedule which includes a maximum billable rate that shall be applied to any work authorized outside of the scope set in Exhibit “C”.

8. Business License: The proposal shall include a copy of your business license.

9. W9: The proposal shall include a copy of your Company’s W9.

10. Insurance: The proposal should include a copy of your proof of insurance as per the requirement outline in Section 6 of this RFP.

11. Sample Contract: A sample contract is attached as Exhibit “G” for your review. This contract is representative of the contract that will be executed upon award to the successful company. If the company does not agree with these provisions, the company should include all comments and proposed contract language in the Proposal. Submission of Proposal in response to this RFP constitutes acceptance of all terms and conditions set forth above, unless otherwise stated.
SECTION 6 - TERMS AND CONDITIONS


Interested firms should review and acknowledge in the Proposal that the following provisions that will be included in the proposed contract:

The Firm shall procure and maintain the insurance required, for the duration of the contract, to insure against claims for injuries to persons or damages to property arising from or in connection with the performance of the work performed as set forth in Exhibit “C”.

2. Insurance Requirements: The following are the District’s standard insurance requirements.

a. Commercial General Liability: coverage should include $1,000,000 per occurrence, $2,000,000 aggregate, as applicable. Prior to the start of work, the selected Firm shall provide to the District evidence of insurance from an insurer(s) certifying the coverage. The District and its Board Members, officers, employees, agents and volunteers are added as insureds. Additional insured endorsements shall be provided on Commercial General Liability form ISO 20 10 11 85 (or form ISO 20 10 10 01 accompanied by form ISO 20 37 10 01).

b. Business Automobile Liability: Business Automobile Liability insurance insuring all owned, non-owned and hired automobiles - coverage code 1 "any auto" (Insurance Service Office policy form CA 0001 or insurer's equivalent) in the amount of $1,000,000 combined single limit per accident for bodily injury and property damage.

c. Workers’ Compensation and Employer's Liability Insurance: shall be furnished in accordance with statutory requirements of the State of California and shall include Employer’s Liability coverage of $1,000,000 per accident for bodily injury or disease.

d. Professional Liability Insurance: For the full term of this Agreement, the Firm shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT’s profession. Such coverage shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per claim.

e. Commercial General Liability and Workers’ Compensation and Employer's Liability Insurance: policies shall contain a waiver of transfer of rights of recovery ("waiver of subrogation") against the District, its Board Members, officers, employees, agents and volunteers for any claims arising out of the work of the Firm.

f. Additional Insured Requirements: the CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the District, the District’s governing board of directors and the District’s elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
3. **Term:** The initial term of the contract is for a three (3) year period. The District reserves the right to extend the term of this contract for two (2) additional one year terms subject to periodic review, satisfactory negotiation of terms, and the concurrence of the District Board of Directors.

**SECTION 7 - REQUEST FOR CLARIFICATION**

The Firm requesting clarification pertaining to this RFP shall submit all requests through written correspondence by email **only** by 5.00 P.M. on Thursday, August 27, 2020, to:

Dr. Alejandro Rojas  
General Manager  
Email: alexr@centralbasin.org

Request for Clarification (RFC) will not be taken over the phone, via fax or via regular mail.

Responses: if deemed necessary by the District, will be in writing for the benefit of all prospective companies and will be posted on the District’s website at www.centralbasin.org. It is the Company's responsibility to visit our website to check and view any response to RFCs or view changes/addenda made to this RFP by the District.

**SECTION 8 - SUBMITTING PROPOSAL**

Per the District’s Administration Code under Part 3, Chapter 9, Article 1, Section 1.12 (b) Communication Blackout, no person or company who has a potential new contract with the District, either for professional and other services or for the furnishing of any material, supplies, equipment or real estate to the District shall communicate directly or indirectly with a Director while that matter is pending before the District. Persons or companies that violate this policy will be disqualified from the procurement process.

The following information is required by the deadline for the company to be considered:

1. **Title Page and Table of Contents;**
2. **Letter of Introduction signed by an officer of the Firm and a summary highlighting the key points of the proposal;**
3. **Detailed Proposal (addressing the scope of work);**
4. **Fee Schedule;**
5. **Signed Acknowledgement Form - refer to Exhibit “A” attached hereto;**
6. **Signed Conflict of Interest Form - refer to Exhibit “B” attached hereto;**
7. **Signed False Claims/False Claims Act Certification - refer to Exhibit “D” attached hereto;**
8. **Signed Civil Litigation Certification - refer to Exhibit “E” attached hereto;** and
9. Additional documentation, if applicable.

To be considered:
1. Eight (8) hard copies of the proposal must be received on or before 12:00 P.M.
on Tuesday, September 8, 2020; and

2. One (1) electronic copy of the Proposal on a CD or USB flash drive must be
received on or before 12:00 P.M. on Tuesday, September 8, 2020.

Email your Proposal to:

Dr. Alejandro Rojas  
General Manager  
Central Basin Municipal Water District  
6252 Telegraph Road  
Commerce, CA 90040

Proposals submitted via Fax or Email will not be accepted.

SECTION 9 - SCHEDULE

The following dates reflect the anticipated schedule for the Proposal and selection of the
firm:

<table>
<thead>
<tr>
<th>Procurement Process Schedule</th>
<th>Anticipated Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP post and distributed on website and social media</td>
<td>08/25/2020</td>
</tr>
<tr>
<td>Questions from firms about scope or approach due</td>
<td>08/27/2020</td>
</tr>
<tr>
<td>Responses to firms about scope or approach due</td>
<td>08/28/2020</td>
</tr>
<tr>
<td>Proposal due date</td>
<td>09/08/2020</td>
</tr>
<tr>
<td>Target date for review of proposals by Staff Panel – week of</td>
<td>09/08/2020</td>
</tr>
<tr>
<td>Target Date for Board Interview of selected firms – week of</td>
<td>09/08/2020</td>
</tr>
<tr>
<td>Final Board approval on selected firm</td>
<td>09/28/2020</td>
</tr>
</tbody>
</table>

SECTION 10 - SELECTION PROCESS AND EVALUATION CRITERIA

Proposals will be examined for compliance with all the requirements in the sections of this
RFP. The District, in its discretion, may waive any omission which it deems to be non-
essential or inconsequential.

District staff will evaluate each proposal submitted for completeness, Firm qualifications,
Firm experience, capability to meet District requirements, and cost of services. Proposing
Firms should note that the pricing, while important, will not be the only deciding factor in
the final selection but rather the ability of the Firm to provide and perform the required
duties as outlined in Exhibit “C.”
Oral presentations and written questions for further clarifications may be required of some or all Firms. Final selection will be based on evaluation of the proposal and interview. A panel of outside experts may be used.

The Board will interview a short list of firms. The District reserves the right to present the recommendation for contract award to the Committee or present the recommendations to the Board without Committee review. The District will provide all Firms with a written notice of the recommendation the staff will present.

Any Proposal that does not include written/documented responses to all items of the “Proposal Requirements” will not be considered. Postmarks, facsimiles and e-mails will not be accepted.

It is anticipated that the qualified Firm will be selected tentatively by September 8, 2020.

SECTION 11 – CONFIDENTIALITY

The District reserves the right to make copies of Firm’s Proposal available for inspection and copying by members of the public, (including Proposals which may contain information the Firm regards as proprietary in nature), unless the District’s legal counsel determines that the information which the Firm regards as proprietary may be withheld pursuant to applicable provisions of the California Public Records Act (Gov. Code section 6250 et seq.) or other applicable state or federal law. In the event the District proposes to disclose records containing information the Firm has specifically identified as being proprietary and confidential, the District shall notify the Firm in writing of its intent to release such information and the Firm shall have five (5) working days after the District’s issuance of its notice to give the District written notice of the Firm’s objection to the District’s release of proprietary information. The District will not release the proprietary information after receipt of the objection notice from the Firm unless: (i) the objection notice is not received by the District until after the close of business on the 5th day following the District’s issuance of the notice of intent to disclose; (iii) the District is ordered to release the information by a court of competent jurisdiction; or (iii) the Firm’s objection notice fails to include a fully executed indemnification agreement wherein the Firm agrees to indemnify, defend and hold harmless the District, and its elected and appointed officials, officers, directors, employees and agents from and against all liability, loss, cost or expense (including attorneys’ fees) arising out of any legal action brought to compel the release of records containing the proprietary information which the Firm wishes to withhold. Again, the Firm must specifically identify the information it deems proprietary.

SECTION 12 – PUBLIC RECORDS ACT

All Proposals submitted in response to this RFP will become the property of the District upon submission and a matter of public record pursuant to applicable law. The District reserves the right to make copies of all Proposals available for inspection and copying by interested members of the public as records of the District and District shall be under no obligation to the Firm to withhold such records. Insofar as a Proposal contains information that the Firm regards as proprietary and confidential, it shall be the responsibility of the
Firm (and not the District) to specifically identify which items of information are proprietary and clearly identify in writing which specific pieces of information are proprietary. It shall be insufficient for the Firm to merely identify the entire Proposal or an entire page or set of pages of proprietary information. With respect to information deemed proprietary, the procedures set forth under the “Confidential Information” section below shall be observed. Not-to-exceed sums, hourly rates and the like that may be set forth in a Proposal shall not constitute proprietary information nor shall any information readily available to the general public or any other information not regarded as proprietary and confidential under federal or state law.

The District is subject to the Public Records Act under the California Government Code section 6250 et. seq. As such, all required submitted information is subject to disclosure to the general public.

Proposers are further advised that all the terms and conditions, including fees and fee structures, forming part of any agreement entered into shall, upon such agreement being executed, become a public record of the District and subject to full disclosure, and each proposer waives any right to object to any such disclosure.

Proposals submitted and terms and conditions specified in each Firm’s bid response will remain the property of the District.

**SECTION 13 - PROPOSAL ACCURACY**

A Proposal which is in any way incomplete, irregular, or conditional will not be accepted. By submitting a Proposal, Firms agree that any significant inaccuracy in information given by the Firm to the District will constitute good and sufficient cause for rejection of the Proposal.

**SECTION 14 - DISCLAIMER**

Central Basin reserves the right:

1. To enter into agreements for legal services with persons or firms who do not respond.
2. To accept or reject any or all Proposals regardless of qualifications either in whole or part with or without cause;
3. To withdraw this solicitation at any time without prior notice, and furthermore does not make any representations that any contract will be awarded to any respondent to this RFP;
4. To award its total requirements to one respondent or to apportion those requirements among two or more respondents as Central Basin may deem to be in its best interests;
5. To negotiate a final contract with any respondent(s) as necessary to serve the best interest of Central Basin; and
6. Amend this RFP.
SECTION 15 - CONFLICT OF INTEREST

The District is subject to Political Reform Act, under California Government Code section 1090, et. seq. To protect the District Directors and staff, all potential contracting parties with the District shall be required to complete a Conflict of Interest Questionnaire prior to the award. Refer to Exhibit “B” attached hereto.

SECTION 16 - DISCRIMINATION

The Firm and all subcontractors must not discriminate, nor permit discrimination against any person on the grounds of race, national origin, sex, handicap, sexual orientation, veteran status, or any other protected class in their employment practices, in any of their contractual arrangements, in all services and accommodations they offer the public or in their business operations.

SECTION 17 - ADMONITIONS

As of the date of this Request for Proposals and continuing until the notice of intent to award is released or the recommended contract is placed on the agenda of the Board for a public meeting, all proposers are specifically directed not to hold any discussions, meetings, conferences or technical discussions regarding the RFP with District officials or employees. During the submittal period, questions regarding this RFP may be directed only to the person indicated in the cover letter or emailed to the individual.

Contact with any other District official or employee during the submittal period regarding this RFP may be cause for immediate disqualification of the Proposer as determined in the sole discretion of the District Board.

It is improper for any District officer, employee, or agent to solicit consideration, in any form, from a Proposer with the implication, suggestion, or statement that the Proposer’s provision of the consideration may secure more favorable treatment for the Proposer in the award of the contract or that the Proposer’s failure to provide such consideration may negatively affect the District’s consideration of the Proposer’s submittal. A Proposer shall not offer or give, either directly or through an intermediary, consideration, in any form, to a District officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of the contract.

A Proposer shall immediately report any attempt by a District officer, employee, or agent to solicit such improper consideration. The report shall be made to the District’s General Manager and/or the District’s General Counsel. Failure to report such a solicitation may result in the Proposer’s submittal being eliminated from consideration.

Among other items, such improper consideration may take the form of a campaign contribution, cash, discounts, services, the provision of travel or entertainment, or tangible gifts.
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EXHIBIT “A” ACKNOWLEDGMENT FORM
RFP No. 188 for General Counsel Services

PART A

The proposing Firm warrants the following:

1. That it will not delegate or subcontract its responsibilities under contract without the express, prior written permission from Central Basin Municipal Water District.
2. That all information provided in connection with this Proposal is true and correct.
3. That it will acknowledge and agree with all terms and conditions stated in this Request for Proposal.

Firm Name (Respondent to RFP):

________________________________________

Address: __________________________ City: _____ State: _____ Zip: ________

Contact Name: _______________________ Title: _________________________

Telephone No: _________ Fax No: ___________ Email: ________________

Signature______________________________________________

PART B

The above listed Firm is responding to a Request for Proposals for a qualified and experienced Firm to provide special legal counsel.

THIS COMPLETED FORM MUST BE RETURNED TO CENTRAL BASIN MUNICIPAL WATER DISTRICT BY THE RESPONDENT WITH THEIR PROPOSAL.

RETURN PRIOR TO 12:00 P.M. SEPTEMBER 8, 2020

Central Basin Municipal Water District
6252 Telegraph Road
Commerce, CA  90040
Attn: Dr. Alejandro Rojas
General Manager
EXHIBIT “B” CONFLICT OF INTEREST FORM

RFP No. 188 for General Counsel Services

Central Basin Municipal Water District’s (Central Basin) Code of Conduct prohibits its Directors and staff from making decision in which he/she has certain financial or personal relationships with a contracting party. The questions that follow are intended to alert Central Basin to potential code of conduct conflicts. If conflicts of only a remote interest exist, a contract may nonetheless be awarded as disclosure allows Central Basin to choose processes for negotiation, award, and administration of contracts to avoid such conflicts. However, Central Basin reserves the right to review and make a final determination regarding whether any actual or potential conflicts would violate Central Basin’s policies or California law and thus preclude a contracting party’s participation in this award. All contracting parties and proposed sub-consultants must respond to each of the following questions. For responses answered "yes" Central Basin may require additional information to evaluate potential conflicts prior to award. Failure to fully disclose conflicts will result in rejection of the proposal or immediate termination of any contract awarded therefrom.

1. To the best of your knowledge, do any current Central Basin Board members or employees have any of the following financial relationships with your Firm or with proposed sub-consultants?

   Owner      [Yes] [No]
   Member     [Yes] [No]
   Partner    [Yes] [No]
   Officer    [Yes] [No]
   Employee   [Yes] [No]
   Contractor; Consultant [Yes] [No]
   Broker     [Yes] [No]
   Major Stockholder: [Yes] [No]

   (Major stockholder means ownership of 3% or more of firm stock.)
   If "Yes" to any of the above, did this Board member or employee participate in formulating your submittal?

   [Yes] [No]

2. Are you or, to the best of your knowledge, are any officers or key employees of your Firm or proposed sub-consultants an immediate family member of any current Central Basin Board member or employee?

   [Yes] [No]

3. To the best of your knowledge, is a Central Basin employee or Board member seeking or being considered for employment by your Firm or by proposed sub-consultants?
4. To the best of your knowledge, have you or any officers or key employees of your Firm or any proposed sub-consultants provided contributions directly or indirectly to a Board member while this potential new contract is pending before the District? [Yes] [No]

5. To the best of your knowledge, have you or any officers or key employees of your Firm or any proposed sub-consultants ever served on Central Basin’s Board? [Yes] [No]

6. Have any of your current employees been employed by the District in the past 5 years? [Yes] [No]

7. Have you or any of your current employee been in direct or indirect communications with any of the District’s Board of Directors during the procurement process of this RFP? [Yes] [No]
   If Yes, then please indicate the date and the Director’s name ___________________________

8. Have you made any contribution(s) in the last three (3) months to any member of the District’s Board of Directors? [Yes] [No]
   If Yes, then please indicate to whom and how much contribution was made?

9. On a separate sheet, identify and disclose any business relationship(s), direct or indirect, past, present, or pending, with any of the 22 cities served by the District, any public or private water purveyor/pumper, or any entity including any individuals associated with, i.e., council member or stockholder, in the Central Basin service area or any entity in past of present litigation against Central Basin Municipal Water District.
I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

Name (type or print) ____________________________ Signature ____________________________

Title ____________________________ Date ____________________________

Firm Name ____________________________

THIS COMPLETED FORM MUST BE RETURNED TO CENTRAL BASIN MUNICIPAL WATER DISTRICT BY THE RESPONDENT WITH ITS PROPOSAL.

RETURN PRIOR TO 12:00 P.M. SEPTEMBER 8, 2020

Central Basin Municipal Water District
6252 Telegraph Road
Commerce, CA  90040
Attn: Dr. Alejandro Rojas
General Manager

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EXHIBIT “C” SCOPE OF WORK

The Board of Directors of the Central Basin Municipal Water District (hereinafter referred to as “Central Basin” or “District”) shall engage a law firm by contract to serve as primary agent responsible for the provision of general counsel services. Such duties will be divided into two categories, 1) duties listed under an annual retainer, with an annual maximum cost authorized for the duties and expectations as outlined below; and 2) a list of duties deemed as “Special Matters” with a guaranteed hourly rate schedule for the duration of contract term.

Legal Services will be provided in accordance to the District’s Counsel Policy, Section 3-3, and the Procurement Policy for Legal Services and Related Costs, Section 5-4 (See Exhibit “F”).

ANNUAL RETAINER GENERAL EXPECTATIONS

Duties that will be part of an annual retainer should include the following:

1. The review of agendas and related consultation with District staff and members of the Board of Directors regarding the proper placement and/or description of business items on agendas;

2. Attendance to meetings of the District and their duly appointed committees, for which attendance is requested by the General Manager/Board President, unless excused by the General Manager/Board President;

3. Except as otherwise listed under “Special Counsel”, preparation and approval as to legal form all resolutions, ordinances, contracts, agreements, and any other legal documents or matters which are referred for advice, review, or handling during the terms of this Agreement;

4. Preparation of all legal advice on behalf of the District to Board members, General Manager, and other designated departmental heads or personnel as directed by the General Manager;

5. Collaborate and coordinate with Finance Department’s Contracts Management group for the efficiency of creating, editing, revising and managing the District’s Contracts/MOUs/Engagement Letters/Request for Proposal (RFP) etc. Specify the process and turnaround time for urgent contracts/procurement related questions, a new contract and urgent Request for Proposal (RFP) to be reviewed. Identify if the Firm has risk management department.

6. Review and evaluation of the need as well as the engagement, coordination, and supervision of activities of any special counsel retained by Central Basin as requested an in accordance with District Special Counsel policy (Section 5-4.105). This will include financial management, including cost containment strategies; and administration of contracts that District may execute with special legal counsel.
Such administration shall include oversight services such as review of attorney invoices, coordination of special legal counsel's activities, and direction to special legal counsel with regard to strategies and communication;

7. Providing conflict of interest assistance to the Board of Directors and General Manager on behalf of the District, and assist Board members and staff in seeking advice from the Fair Political Practices Commission;

8. Time spent reviewing, analyzing, redacting and/or developing a written response to any single California Public Records Act request (Gov. Code section 6250 et seq.);

9. Providing advice as it pertains to the general powers and duties assigned to the District and ensuring its operational compliance with all applicable federal, state, and local legislation, statutes, codes, and procedures. This includes, monitoring and applicability of pending state and federal legislation and regulations, and new case law, as appropriate; including and not limited to:
   a. Ralph M. Brown Act;
   b. Public Records Act;
   c. Political Reform Act;
   d. General Municipal Law; and
   e. California Water Code.

10. Providing advice as it pertains to Central Basin Municipal Water District activities as a Member of the Metropolitan Water District of Southern California.

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EXHIBIT “D” FALSE CLAIMS/FALSE CLAIMS ACT CERTIFICATION

RFP No.188 for Services as General Counsel

Proposer shall provide either the certification requested below or the information requested on the next page. Failure to certify or provide the requested information may result in a determination that the Proposer is non-responsive and the District may reject the proposal on this basis. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible and the District may reject the proposal on this basis as well. “False Claims Act”, as used herein, is defined as either or both the Federal False Claims Act, 31 U.S.C. section 3729 et seq., and the California False Claims Act, Government Code section 12650 et seq.

FALSE CLAIMS ACT CERTIFICATION

If the Proposer has no False Claims Act violations as described above, complete the following:

I, ________________________________, am the ________________________________

(Print name of person responsible for submitting proposal) (Title with proposing entity)

of _____________________________________________________________ (hereinafter, “Proposer”).

(Print Name of Proposing Entity)

In submitting a proposal to the District, I hereby certify that neither Proposer nor any person who is an officer of, in a managing position with, or has an ownership interest in Proposer has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act as defined above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this ________ day of __________________________ at

__________________________

(month and year) (city and state)

by

__________________________________________

Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

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FALSE CLAIMS ACT VIOLATIONS INFORMATION

(1) Date of Determination of Violation: __________________________________________

(2) Identity of tribunal or court and case name or number, if any: ____________________________

(3) Government Contract or project involved: ____________________________________________

(4) Government agency involved: _______________________________________________________

(5) Amount of fine imposed: __________________________________________________________

(6) Exculpatory Information: __________________________________________________________

DECLARATION

I, ____________________________, am the ____________________________

(Print name of person responsible for submitting proposal) (Title with proposing entity)

of ____________________________, (hereinafter, “Proposer”) declare

(Print Name of Proposing Entity)

under penalty of perjury that the above information is true and correct.

Executed this ________ day of ______________________ at ____________________________

(month and year) (city and state)

by ____________________________

(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

THIS COMPLETED FORM MUST BE RETURNED TO CENTRAL BASIN MUNICIPAL
WATER DISTRICT BY THE RESPONDENT WITH THEIR PROPOSAL.

RETURN PRIOR TO 12:00 P.M. SEPTEMBER 8, 2020

Central Basin Municipal Water District
6252 Telegraph Road
Commerce, CA 90040
Attn: Dr. Alejandro Rojas
General Manager
EXHIBIT “E” CIVIL LITIGATION CERTIFICATION

RFP No. 188 for Services as General Counsel

The Firm shall provide either the certification requested below or information requested on the next page. Failure to provide such certification or information may result in a determination that the Firm is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Firm is not responsible. For the five (5) years preceding the date of submittal of this Proposal, identify any civil litigation arising out of the performance of a procurement contract within the State of California in which any of the following was a named plaintiff or defendant in a lawsuit brought by or against the entity soliciting Proposals: the Firm submitting the instant Proposal, including any person who is an officer of, or in a managing position with, or has an ownership interest in the entity submitting the Proposal. Do not include litigation which is limited solely to enforcement of mechanics’ liens or stop notices. Provide on the following page labeled “Civil Litigation History Information:” (i) the name and court case identification number of each case, (ii) the jurisdiction in which it was filed, and (iii) the outcome of the litigation, e.g., whether the case is pending, a judgment was entered, a settlement was reached, or the case was dismissed.

CIVIL LITIGATION CERTIFICATION

If the Firm has no civil litigation history to report as described above, complete the following:

I, ________________________________, am the ________________________________
(Print name of person responsible for submitting Proposal) (Title with Proposing Entity)

of_____________________________ (hereinafter, “Proposer”).
(Print Name of Proposing Entity)

In submitting a Proposal to the District for Legal Services, I, hereby certify that neither the Firm nor any person who is an officer of, in a managing position with, or has an ownership interest in the Firm has been involved in civil litigation as described, above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _______ day of ____________ at ______________________________
(month and year) (city and state)

by _________________________________
(Signature of Person Responsible for Submitting Proposal on behalf of Firm)

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CIVIL LITIGATION HISTORY INFORMATION

(1) Name of Case: ________________________________

Court case identification number: ________________________________

(2) Jurisdiction in which case was filed: ________________________________

(3) Outcome of the case: ________________________________

______________________________________________________________________

THIS COMPLETED FORM MUST BE RETURNED TO CENTRAL BASIN MUNICIPAL WATER DISTRICT BY THE RESPONDENT WITH THEIR PROPOSAL.

RETURN PRIOR TO 12:00 P.M. SEPTEMBER 8, 2020

Central Basin Municipal Water District
6252 Telegraph Road
Commerce, CA 90040
Attn: Dr. Alejandro Rojas
General Manager
PART 3, CHAPTER 3  DISTRICT COUNSEL

ARTICLE 1 – POSITION AUTHORIZED

1.1 Position Authorized

The Board shall engage an attorney and/or law firm by resolution or contract to serve as General Counsel to advise and counsel the District on legal matters. The resolution of appointment of the General Counsel shall include a fee schedule on either a retainer or billable hour basis for transactional or litigation work. General Counsel shall:

(a) Submit advice or opinion to the Board or General Manager when requested by the Board or General Manager.

(b) Review and comment on matters in written or oral form.

(c) Review notices, agendas, resolutions, ordinances, agreements, contracts and supporting materials in advance of meetings as directed by the General Manager or Board.

(d) Attend meetings of the Board unless excused by the President of the Board.

(e) Attend committee meetings on request of the General Manager or Committee Chair.

(f) Attend other business meetings as requested by the General Manager.

(g) Attend to any other legal matter as authorized by the Board or as directed by the General Manager in an emergency before a regular Board meeting.

When authorized by the Board, the General Counsel shall represent the District and its officers in their official capacity in all actions at law or in equity, and special proceedings, for or against said District, or in which it may be legally interested, or for or against said Board or any officer of said District, in his official capacity. If such a matter requires a response before a regular Board meeting, the General Counsel shall protect the interests of the District before further Board action. General Counsel shall submit a written report to the Board on such matters. The report shall describe the matter, evaluate the District’s position, and offer an action plan and preliminary budget.
Part 5 - Chapter 4 Procurement Policy for Legal Services and Related Costs

Article 1 - Guidelines

1.1 Applicability

This section applies to procurement of legal services and related costs.

1.2 Definition of Terms

The following terms shall apply to this policy in addition to those set forth in Part 5, Chapter 1, Article 1, Section 1.3:

A. General Counsel - Engaged attorney or law firm who provides advice or counsel on legal matters to the District as outlined in Part 3, Chapter 3, Article 1, Section 1.1.

B. Special Counsel - Any engaged attorney or law firm other than General Counsel who provides advice or counsel to the District.

C. Legal Ancillary Services - Any service deemed necessary by the General Manager, General Counsel, or Special Counsel in support of the District for a legal matter. Such services include but are not limited to: expert witnesses, investigatory services, evidence processing, document duplication, etc.

D. Legal Service Provider - Any agent outlined in part A, B, or C above.

1.3 Legal Services

A. Procurement

All Legal Service Providers must enter into a professional services agreement with the District as authorized below:

(a) Services up to $5,000:
   1. Requires single price quote or proposal, inclusive of service and price.
   2. Requires justification memo approved by the Finance Director and General Manager.
   3. Requires a professional services agreement or engagement letter executed by the General Manager.
(b) Services of $5,000 up to $25,000:
   1. Requires informal solicitation with at least three competitive proposals, inclusive of services and price.
   2. Requires justification memo approved by the Finance Director and General Manager.
   3. Requires a professional services agreement executed by General Manager and General Counsel.

(c) Services of $25,000 or more:
   1. Requires formal solicitation process and Board approval prior to execution of contract by General Manager and approval as to form by General Counsel.

B. Minimum Contractual Provisions

All contracts with Legal Services Providers must contain a provision that limits maximum amounts eligible to be charged to the District. Additionally, all such contracts shall include anticipated hourly billable rates and a maximum hourly billable rate.

C. Reporting

The Finance Director shall track all legal expenses by subject matter or legal case as directed by the Board.

D. Invoice Approval and Payment

The General Manager and/or Finance Director has authority to approve invoices and related payments for all costs to Legal Service Providers.

1.4 General Counsel

A. Qualifications

The Board will engage only an attorney authorized to practice law by the State of California. If General Counsel at any time is disbarred by the State Bar of California or is otherwise unable to practice law they shall immediately notify the District and must cease acting as legal counsel. Resuming as General Counsel shall only be permitted by approval by the Board after confirmation of the ability to resume the practice of law is given to the District.

General Counsel shall meet a list of necessary minimum qualifications as approved by the Board in order to be engaged by the District.

B. Role

General Counsel shall serve as the primary agent responsible for the provision of legal counsel and for assisting in determining the need as well as engagement and coordination of Special Counsel.
C. Scope of Duties

A list of specified routine duties and expectations shall be included in a Board approved contract for any lawyer engaged as General Counsel. This list will serve as the basis for amounts eligible to be charged against an annual maximum or retainer as approved in the contract.

D. Term Extension

General Counsel shall not be retained for a period of more than three years without a review performed by the Board as to whether it is still in the best interest for the District to retain them or select another lawyer or firm. After the review is conducted, the Board may approve to retain General Counsel for another period up to three years until such time when an additional review is necessary. These term periods may continue indefinitely at the discretion of the Board.

1.5 Special Counsel

A. Qualifications

The Board will engage only an attorney authorized to practice law by the State of California. If Special Counsel at any time is disbarred by the State Bar of California or is otherwise unable to practice law they shall immediately notify the District and must cease acting as legal counsel. Resuming as Special Counsel shall only be permitted by approval by the Board after confirmation of the ability to resume the practice of law is given to the District.

Engagement of Special Counsel should only be made in occurrences where special legal expertise is needed or due to limitations of work capacity of General Counsel and shall be made after a recommendation is given in writing by General Counsel.

B. Role

Special Counsel shall serve as supplemental legal counsel to meet legal needs requiring specialty expertise or to assist General Counsel in meeting assigned work demands.

C. Scope of Duties

Duties will be assigned to Special Counsel in writing as needed.

D. Contract Term Extension

Contract term extension for Special Counsel shall be done under General Manager's Authority through a written justification memo by the General Manager or Finance
Director or Designee prior to 45 calendar days of contract expiration. This provision only applies to time extension and no other terms and conditions of the Contract shall be changed.

1.6 Legal Ancillary Services

A. Qualifications

The General Manager or General Counsel or Special Counsel, with approval of the General Manager, may procure Legal Ancillary Services when necessary to support the District in such legal matters as specified in Part 5, Chapter 4, Article 1, Section 1.2(c).

B. Contract Term Extension

Contract term extension for Legal Ancillary Services shall be done under General Manager’s Authority through a written justification memo by the General Manager or Finance Director or Designee prior to 45 calendar days of contract expiration. This provision only applies to time extension and no other terms and conditions of the Contract shall be changed.
EXHIBIT “G” SAMPLE CONTRACT

RETENTION AGREEMENT NO:
Between
CENTRAL BASIN MUNICIPAL WATER DISTRICT
And
________________________________________
For
GENERAL COUNSEL SERVICES

THIS RETENTION AGREEMENT ("Agreement") is entered into this ___ day of __________, ________ (hereinafter, the “Effective Date”), by and between the Central Basin Municipal Water DISTRICT, a municipal water DISTRICT organized under the Municipal Water DISTRICT Law of 1911 (Water Code Section 71000 et seq.) ("DISTRICT") and ________________ (hereinafter, “FIRM”). (The terms “you” and “yours” as used in this letter shall refer to the DISTRICT). The term “Party” and “Parties” shall refer to either DISTRICT or FIRM int RECITALS.

This agreement is made and entered into with respect to the following facts:

WHEREAS, the DISTRICT may make contracts to do all acts necessary for the full exercise of its powers pursuant to Water Code Section 71592; and

WHEREAS, DISTRICT requires the performance of General Counsel Services that was requested as per the terms of conditions of RFP No._________; and

WHEREAS, the execution of this Agreement was approved by the DISTRICT’s Board of Directors ("Board") in accordance with the DISTRICT’s procurement procedures through a written Board__________; and

WHEREAS, FIRM further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement:

1. DISTRICT appointed ________________ ("FIRM") and specifically ________________, to serve as General Counsel to the DISTRICT. FIRM shall be providing services including but not limited to attending meetings; reviewing of contracts and other documents; performing legal research and analysis on matters referred by DISTRICT attend meetings of the Board of Directors, it’s Committees, and other meetings as requested, and all General Counsel services to be provided under this agreement shall be performed by ________________ or under his direction and control unless otherwise agreed with DISTRICT.

2. Central Basin Municipal Water District is the exclusive DISTRICT for purposes of this agreement, and that FIRM shall not represent any of DISTRICT’s affiliated agencies, officers, directors, staff members, or consultants. There shall be no attorney-DISTRICT relationship between FIRM and any such related person or entity. The attorney-DISTRICT relationship and privilege is solely between DISTRICT and FIRM. Any proposed expansion of the representation to include any related person or entity shall be subject to, and contingent upon the express consent of the Board of Directors, and execution of a separate engagement letter directly with those persons or entities.

3. For the duration of FIRM’s provision of legal services to DISTRICT under this Agreement, ________________ and FIRM agree that no monetary or in-kind political contribution shall be made to any member of the Board of Directors, or any candidate for Director of Central Basin Municipal Water District, or any candidate’s committee, or independent committee to elect a Director of the Central Basin Municipal Water District, by any principal, partner, associate, attorney, staff member, employee or agent of FIRM, or any intermediary acting
at the direction any of such person. ____________ and FIRM shall take reasonable measures to ensure compliance with this provision.

4. This Agreement shall have an initial term of _______ (___) years commencing from _____________ and terminating ____________ (hereinafter, the “Initial Term”).

5. On matters covered by this Agreement, FIRM shall provide such legal services as DISTRICT determine are reasonably required to represent DISTRICT; to take reasonable steps to keep DISTRICT informed of facts and developments concerning the subject matter of this Agreement as they come to FIRM attention; and to respond to DISTRICT’s reasonable inquiries.

6. FIRM’s fees for services pursuant to this agreement will be calculated and billed based upon hourly rates established for each attorney, paralegal and clerk rendering services on DISTRICT matters. Statements for services shall include a description of the services performed, the date they were performed, the time devoted to the matters and the specific hourly rate as set forth on Attachment A hereto of the attorney, paralegal or clerk that performed the services.

7. The hourly rates for legal services are set forth on Attachment A hereto and will generally be recorded and billed in one tenth hour increments. The rates set forth in Attachment A shall apply to all services performed during the Initial Term of this agreement.

8. DISTRICT and FIRM agree, that general counsel services under this agreement shall not exceed __________hours per month, without the express written consent of the General Manager.

9. Prior to undertaking services which will exceed the 70 hour per month allocation, FIRM shall notify General Manager and Finance Director, and obtain written approval for such services. Any approved additional hours of services provided which exceed the monthly allocation of 70 hours shall be paid to FIRM at the hourly rates indicated on the schedule/explanation of fees schedule.

10. FIRM’s hourly rates shall apply to all time spent on DISTRICT’s behalf, including but not limited to court appearances; motion practice; preparing, analyzing, reviewing and revising correspondence and documents; factual and legal research; consultation and advice; conducting negotiations; engaging in depositions and other discovery; conferences; preparing for and conducting trials and appeals; travel time; conferring with other attorneys in our Company, or with witnesses or attorneys also involved in the matter; and such other services of a professional nature as this engagement may require.

11. FIRM will ordinarily incur various costs and expenses or will provide certain in-house services while performing legal services. DISTRICT agree to pay for these items in addition to the fees for legal services. The costs and expenses and in-house services may include, but will not necessarily be limited to, filing fees fixed by law or assessed by courts or other agencies; court reporters’ fees; witness fees; experts’ fees; consultants’ fees; process server fees; investigation expenses; out of town travel expenses; long distance telephone charges; messenger and private courier delivery charges; photocopying and other reproduction services; computerized research charges; and similar items.

12. (a) It may become necessary to hire persons or entities outside FIRM, including but not limited to consultants, experts, investigators, co-counsel, or other professionals. FIRM will select any consultants or investigators to be hired after notice to and consultation with DISTRICT and subject to DISTRICT’s written approval prior to entering into an agreement with such outside consultants or other vendors.

(b) FIRM shall pay directly any of the costs incurred such as those set forth in for outside consultants or other vendors. DISTRICT agree to reimburse FIRM promptly for any such consultant or vendor payment made on DISTRICT’s behalf.
13. Files for work prepared pursuant to this agreement will be DISTRICT’s property. FIRM shall release our files for work performed pursuant to this agreement to DISTRICT or to anyone else DISTRICT designate upon DISTRICT’s written request delivered to the attorney in charge of this matter.

FIRM shall permanently retain minutes from closed sessions of the Board of Directors. Minutes prepared in accordance with Administrative Code, Part 2, Chapter 1, Article 4, Section 4.6 and shall be filed and retained in FIRM’s office. Should there be a change in the District’s General Counsel representation at any time, FIRM shall turn over all closed session minutes, as described herein, to the new General Counsel within 30 days of transition in electronic format. The transition of all closed session minutes from FIRM to the new General Counsel shall be overseen by the General Manager.

All other records and District legal files held by FIRM shall be filed and retained in FIRM office. Should there be a change in the District’s General Counsel representation at any time, FIRM shall turn over all District legal files, including all records described herein, in our possession to the new General Counsel within 30 days of transition, in electronic format if available, or otherwise in the format originally received. The transition of all District records from FIRM to the new General Counsel shall be overseen by the General Manager.”

14. DISTRICT agree to keep FIRM informed of any change in your address, telephone numbers, or electronic mail address so that FIRM may effectively communicate with DISTRICT. FIRM also shall advise DISTRICT promptly of any change in the FIRM’s business address, electronic mail address or telephone or facsimile numbers. FIRM agree that FIRM may communicate with DISTRICT via electronic mail or wireless telephone even though these media may be less secure than alternative means of communication.

15. FIRM shall send DISTRICT monthly statements for fees and costs incurred. Payment is due 30 days from the date of the invoice is received. DISTRICT appoints General Manager as its designee to receive billing statements and other information with respect to this Agreement and to give FIRM instructions as to how FIRM can provide service to the DISTRICT under this Agreement. DISTRICT shall read the FIRM statements carefully and promptly notify the Firm of any error.

16. DISTRICT may discharge FIRM as DISTRICT’s attorneys at any time. FIRM may withdraw as DISTRICT attorneys with or without your consent, as long as permitted by law with a written 30 days’ notice stating the effective date of termination. Some of the reasons that may cause us to withdraw include but are not limited to the following:
   a. DISTRICT breach of this agreement;
   b. DISTRICT failure to pay FIRM’s bills on time;

If DISTRICT discharge FIRM, or if FIRM elect to withdraw, DISTRICT agree to secure forthwith other counsel of DISTRICT own selection to represent DISTRICT and, if FIRM are DISTRICT’s attorneys of record in any litigation, to cooperate fully in substituting such new counsel as DISTRICT’s attorneys of record in the litigation.

17. Nothing in this agreement and nothing in FIRM’s statements to DISTRICT should be construed as a guarantee or promise about the outcome of DISTRICT matter or any phase thereof. Comments about the course or outcome of DISTRICT matter or any phase thereof which FIRM may make from time to time are expressions of opinion only.

18. Any dispute as to the DISTRICT’s failure to pay fees for professional services and/or expenses shall, subject to the provisions of Business and Professions Code sections 6200 et seq., be resolved in the appropriate Superior Court of the State of California. The party prevailing in an action regarding a dispute as to the DISTRICT’s failure to pay fees for professional services and/or expenses shall be entitled to recover from the other party the prevailing party’s actual attorneys’ fees and costs incurred, including expert witness fees, witness fees, and associated expenses, whether or not the action proceeds to judgment. For the purposes of enforcing this
agreement, and as otherwise required by law, DISTRICT agree that this agreement may be disclosed to a court or arbitrator.

19. This agreement is made under and shall be construed in accordance with the substantive laws of the State of California without reference to its choice of law rules.

20. FIRM shall carry professional liability insurance which would cover the services FIRM will be providing to DISTRICT under the terms of this agreement. That insurance is subject to a significant self-insured retention. In addition, FIRM shall provide DISTRICT with proof of insurance coverage for general liability, automobile, workers’ compensation and professional liability insurance, where such insurance coverage can be reasonably shown to be relevant to the services to be provided pursuant to this Agreement as equivalent to the DISTRICT’s insurance requirements state as follow:

A. Commercial General Liability Insurance: Commercial General Liability Insurance (“CGL Coverage”) as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001 or equivalent). Such CGL Coverage shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per occurrence for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability and Two Million Dollars ($2,000,000.00) in the aggregate.

B. Automobile Liability Insurance: Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury and property damage.

C. Workers’ Compensation Insurance/ Employer’s Liability Insurance: FIRM shall procure and maintain Workers’ Compensation Insurance affording coverage at least as broad as that required by the State of California with Employer’s Liability Insurance with minimum limits of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury or disease. The Workers’ Compensation insurer shall also agree to waive all rights of subrogation against DISTRICT, DISTRICT’s governing board of directors and DISTRICT’s elected and appointed officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy.

D. Professional Liability Insurance: For the full term of this Agreement, the FIRM shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT’s profession. Such coverage shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per claim.

21. All notices pertaining to this Agreement shall be in writing and addressed as follows:
   If to FIRM:
   FIRM, LLP
   ______________________________
   ______________________________
   Attention: ____________________

   If to DISTRICT
   Central Basin Municipal Water DISTRICT
   6252 Telegraph Road
   Commerce, CA 90040
   Attention: ____________________
   General Manager

22. DISTRICT agrees that its performance under this agreement and its payment of the fees and costs required hereunder shall be in Los Angeles, California.

23. This Agreement constitutes a single, integrated written contract expressing the entire agreement of the DISTRICT and our Firm. There is no other Agreement, written or oral, express or implied, between the
parties with respect to the subject matter of this agreement. This Agreement may be modified only in a writing signed by all the parties.

24. Any prevention, delay, nonperformance or stoppage due to any of the following causes shall excuse nonperformance for a period equal to such obligations imposed by this Agreement. The causes referred to above are strikes, walkouts, labor disputes, failure of power, irresistible superhuman cause, acts of public enemies of the State or United States, riots, insurrections, civil commotion, inability to obtain labor or material or reasonable substitutes for either, governmental restrictions or regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Agreement), casualties not contemplated by insurance provisions of this Agreement, or other causes beyond the reasonable control of the party obligated to perform.

25. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

26. This Agreement shall be executed in two (2) original counterparts each of which shall be of equal force and effect. One counterpart shall be delivered to FIRM and the other shall be retained by DISTRICT. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding.

[SIGNATURE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the date first written above.

APPROVED:

DISTRICT

Central Basin Municipal Water District

By: _________________________________  Date ________________

   General Manager

APPROVED:

FIRM

_______________________________

By: _________________________________  Date ________________

Title: _______________________________
ATTACHMENT A
SCHEDULE/EXPLANATION OF FEES

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