



## GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

### REQUEST FOR QUALIFICATIONS

#### Legal Counsel Services

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Responders to this Request for Qualifications (RFQ) must deliver one signed original, two (2) copies, and one electronic copy of the proposal.

**Proposal Submission Deadline (date/time): October 12 , 2022 at 3:00pm**

**Submit Proposal to:** Georgetown Divide Public Utility District Office  
6425 Main Street  
Georgetown, CA 95634

#### REGISTERING YOUR EMAIL ADDRESS

#### FOR QUESTIONS CONCERNING THIS REQUEST FOR PROPOSAL:

Potential respondents who want to receive changes, additions, and deletions to the RFQ, as well as a copy of all the questions and responses by the Georgetown Divide Public Utility District, should register online by following the link on the GDPUD website. The link to open RFQs is at the following website: [http://gd-pud.org/#Bids\\_&\\_Proposals](http://gd-pud.org/#Bids_&_Proposals)

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### ATTACHMENTS

- A. Sample Professional Services Agreement

## **REQUEST FOR QUALIFICATIONS For Services as District General Counsel**

### **SECTION 1 — INTRODUCTION**

The Georgetown Divide Public Utility District (the District) invites interested law firms and individuals to provide general counsel legal services for the District. The selected firm or attorney reports directly to the District Board of Directors (Board), as represented by the Board President, and will be awarded a Professional Services Agreement for a one-year period with an option to continue service for one year subject to a 30-day cancellation.

The District will use a “Qualifications Based Selection” process in determining which legal firm to be selected for the contract. The process will include an evaluation and ranking of firms based on set evaluation criteria. Top ranking firms may be asked to participate in an oral interview.

The District will open and review the proposal of the top ranked legal firm. If for any reason an acceptable contract cannot be negotiated with the top ranked consultant, negotiations will commence with the next-ranked firm.

The District reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected.

Proposals submitted will be evaluated by individuals from the District and/or outside agencies. During the evaluation process, the District reserves the right, where it may serve the District’s best interest, to request additional information from proposers, or to allow corrections of errors or omissions.

Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals (RFP), unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the District and the firm selected. The District reserves the right, without prejudice, to reject any or all proposals

#### **1.1 General Description of RFQ**

This RFQ describes the general Scope of Services, necessary RFQ components, consultant selection process, and required format of the RFQ, as well as a sample copy of the District’s Professional Services Agreement included in Attachment A.

## 1.2 RFP Schedule

Advertisement of RFQ	August 11, 2022
Deadline for Questions	September 28, 2022
Response to Questions	October 5, 2022
<b>Deadline for RFQ Submittal</b>	<b>October 12 3:00 PM, (date)</b>
Final Consultant Selection	Anticipated November 8, 2022

## 1.3 General Selection Process

The District is seeking proposals from qualified law firms (referred hereinafter as the “firm”, “attorney”, or “proposer”) to serve as primary agent responsible for providing a broad range of general legal services to the District. The purpose of this RFQ is for the firm to demonstrate that it has the background, qualifications, competence, and capability to undertake these services with the District. The District intends to select a legal firm based on demonstrated competence and qualifications for the services to be performed at a fair and reasonable price to the public. The District will review all proposals and evaluate them according to the following criteria:

- Qualifications of Firm
- Understanding of Scope of Work
- Similar Experience / References

The firm/attorney may be either selected based on information included in the proposal or the firm/attorney may be requested to interview prior to final selection.

## SECTION 2 — SCOPE OF SERVICES

The firm shall provide Legal Counsel services to the District.

Required tasks associated with Legal Counsel services are as follows:

1. Attend a board meeting when requested by the Board President either physically or via teleconference;
2. Advise the Board of Directors and District Staff on Special District government legal matters, including the Brown Act, and parliamentary procedures for running meetings, public official conflict of interest requirements, ethics, risk avoidance, and legal compliance.
3. Prepare and/or review all ordinances, resolutions, contracts, and other agreements entered into by District staff and requested by the Board President;
4. Review and comment in a timely manner on documents prepared by District Staff and requested by the Board President, including meeting materials, agendas, and correspondence;
5. Research and submit legal opinions on Special District or other legal matters as

requested by the Board President;

6. Coordinate and manage the services of outside legal counsel for any legal assistance required by the District that falls outside of this contract or the Counsel's expertise, as requested by the Board President;
7. Interpret laws, rulings, and regulations for the District;
8. Provide written update on new State and Federal legislation and judicial decisions impacting the District and suggest action or changes in operations of procedures to assure compliance;
9. Examine legal matters to determine advisability of defending or prosecuting lawsuits;
10. Advise the District concerning transactions of business involving internal affairs, directors, officer, and relations with the general public;
11. Administer matters pertaining to personnel and labor laws as requested by the Board President;
12. Abide by current District Use of Legal Counsel policy.

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### **SECTION 3 — QUALIFICATIONS**

The Firm selected must have knowledge of the variety of issues that confront the District. Relevant expertise should include, but not be limited to the following:

- A. Ralph M. Brown Act compliance;
- B. The California Public Records Act;
- C. Conflict of Interest Code;
- D. Employee Labor Laws;
- E. Contract Law;
- F. State and Federal Environmental Law; and
- G. Be a member of good standing of the California State Bar Association.

### **SECTION 4 – INSURANCE REQUIREMENTS**

The selected Firm, at its sole cost and expense, shall procure and maintain for the duration of the engagement with the District, the following types and limits of insurance:

- A. Professional Liability Insurance with limits of \$1,000,000 per claim and \$1,000,000 in the aggregate;
- B. Automobile Liability with a combined single limit of no less than \$1,000,000 per accident;
- C. Workers' Compensation as required under the Workers' Compensation Insurance and Safety Act of the State of California.

### **SECTION 5 – RFP SUBMITTAL REQUIREMENTS**

One signed original, two (2) copies, and one electronic copy of the proposal must be received, and date stamped by GDPUD no later than **October 12 , 2022 at 3:00 PM**. If a proposal is sent by mail or other delivery system, the sender is totally responsible for the mail or delivery system delivering the proposal to the District on or before the deadline.

Proposals shall be clearly marked "Request for Qualifications for Legal Counsel Services," and submitted to:

**General Manager  
Georgetown Divide Public Utility District  
6425 Main Street  
PO Box 4240  
Georgetown, CA 95634**

Note: Late submittals or submittals delivered to the wrong location will be rejected.

The District requires the proposer to submit a concise proposal clearly addressing all the requirements outlined in this RFQ. The proposal must be signed by proposer's representative authorized to execute a contract between the District and proposer. The proposal must include, at a minimum, the following sections; however, the proposer is encouraged to expand on the scope as needed:

**A. Cover Letter**

- List the name, address, and telephone number of the firm.
- Signed by an authorized representative of the consultant. The Consultant shall furnish documentation that the person signing the proposal is empowered with signatory authority for the Consultant. The form could be a Corporate Resolution.
- State the proposal is firm for a 90-day period from the proposal submission deadline.
- Provide the name, title, address and telephone number of the individual to whom correspondence and other contacts should be directed during the Consultant selection process.
- Provide the location of the Consultant's headquarters. In addition, provide the location of any local support offices, which will provide service to the District.
- Acknowledge that the Consultant will provide the insurance and indemnification required per the attached Professional Services Agreement.

**B. Relevant Experience and References**

The firm or individual must state the qualifications and experience of the proposed legal counsel, emphasizing the specific qualifications and experience acquired while providing services similar to those being sought by the District. Provide the following information:

1. RFQ Contact Information
2. Introductory description of the services offered.
3. Approach to accomplish the Scope of Work.
4. Resume and qualifications, including knowledge of, and experience with, California Special Districts, Water Law, and other public sector experience, legal training, and years of practice, date of admission to the California State Bar Association.

5. Professional references (at least three), including contact information, scope of work performed.
6. Listing of conflicts of interest.
7. Statement of fees (charge out rates for different categories).
8. If separate charges will apply for incidentals (e.g., photocopies, taxes, etc.), and indicate whether they will be billed at cost or include a markup.
9. Summary of proposed services and responsibilities.
10. Professional Services Agreement.
11. Proof of Professional Liability and Workers' Compensation coverage.
12. Any additional comments or statements which will assist in the evaluation of the firm's information.

The firm or individual must state the qualifications and experience of the proposed team, emphasizing the specific qualifications and experience acquired while providing services similar to those being sought by the District.

For all staff members, describe their role, giving not only their title, but also the specific services they will perform and clearly illustrate the applicability of the individual's background, education, and experience to his or her assigned role.

Provide a brief description of at least three similar organizations for which the firm/attorney have provided services during the past five years.

### **C. Rate Schedule**

A rate schedule must be submitted in a separately sealed envelope marked "Rate Schedule" and will be the basis for which the firm or individual will be compensated. The rates quoted will remain in effect for the duration of the Agreement, unless approved by the District. Rates shall be included for all employment categories necessary to perform the work outlined in this RFP in accordance with applicable State of California Industrial Labor Rate Standards.

Failure to provide a rate schedule in a separately sealed envelope can be grounds for the District, at its sole discretion, to determine the submittal to be non-responsive and the proposal may be rejected.

## **SECTION 6 – EVALUATION AND SELECTION PROCESS**

Qualifications submitted will be evaluated by individuals from the District and/or outside agencies. During the evaluation process, the District reserves the right, where it may serve the



District's best interest, to request additional information from proposers, or to allow corrections of errors and emissions.

- A. Proposals will remain sealed until opened and screened by the Board.
- B. Qualifications for top candidates will be verified by the Board.
- C. The top candidates will be interviewed by the Board.
- D. In reviewing the proposals, the District will consider:
  - 1. Depth and breadth of experience and expertise in the practice of law, most specifically in those areas most often encountered in special district/water district operations
  - 2. Capability to perform legal services promptly and in a manner that permits the District and staff to meet established deadlines and to operate in an effective and efficient manner
  - 3. Degree of availability for quick response to inquiries that arise out of day-to-day operating questions or problems;
  - 4. Degree to which the firm/attorneys stay current through continued professional development and active communication with practitioners in special districts/water district law
  - 5. Communication skills
  - 6. Cost of services
  - 7. Other qualifications and criteria as deemed appropriate by the Board of Directors.

## **SECTION 7 — GENERAL TERMS AND CONDITIONS**

### **7.1 Limitation**

This RFQ does not commit the District to award a contract, to pay any cost incurred in the preparation of the firm's or individual's RFQ response, or to procure or contract for services or supplies. The District is not responsible for proposals that are delinquent, lost, mismarked, and sent to an address other than that given above, or sent by mail or courier service. The District reserves the right to accept or reject any or all RFQ responses received because of this request or to cancel all or part of this RFQ.

### **7.2 Public Records**

All proposals shall become the property of the District and will become public records and, as such, may be subject to public review.

### **7.3 Proposal Services Agreement**

Once a proposed contract agreement is accepted, the Consultant will be required to sign the Agreement for Legal Counsel Services and submit all other required certifications and documentation within ten (10) calendar days of the Notice of Selection from the District.

The contents of the submitted proposal will be relied upon and incorporated into the Professional Services Agreement and shall become a contractual obligation. Failure of the firm/attorney to agree to include the proposal as part of the contractual agreement will result in the cancellation of the award. The District reserves the right to reject those parts that do not meet with the approval of the District, or to modify the Scope of Services, as agreed by the firm/attorney, in the final negotiated agreement.

A sample agreement that will be used for this contract is included as Attachment A. The District will require the selected firm/attorney to provide the indemnification and insurance required per the attached sample agreement. Firm/attorney is advised to pay close attention to the indemnification and insurance requirements.

## **SECTION 8 — QUESTIONS**

If you have any questions regarding this RFQ, prior to September 28, 2022, please email:

General Manager

Email: [gm@gd-pud.org](mailto:gm@gd-pud.org)

**ATTACHMENT A**  
**SAMPLE PROFESSIONAL SERVICES AGREEMENT**

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## PROFESSIONAL SERVICES AGREEMENT

**THIS PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2022, (the “Effective Date”) by and between the Georgetown Divide Public Utilities District, a California Public Utilities District (“District”), and (“Consultant”). District and Consultant may herein be referred to individually as a “Party” and collectively as the “Parties”. There are no other parties to this Agreement.

### RECITALS

**A.** District has determined that consultant services are required for legal counsel engineering services.

**B.** Consultant has submitted a proposal to District that includes a scope of proposed consultant services, attached hereto and described more fully in **Exhibit A** (“Services”).

**C.** Consultant represents that it is qualified, willing and able to provide the Services to District, and that it will perform Services related to services according to the rate schedule included in the scope of proposed consultant services attached hereto as **Exhibit B** (the “Rates”).

**NOW, THEREFORE**, in consideration of the promises and covenants set forth below, the Parties agree as follows:

### AGREEMENT

**1. Recitals.** The recitals set forth above (“Recitals”) are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Sections 1 through 20 of this Agreement, Section 1 through 20 shall prevail.

**2. Consulting Services.** Consultant agrees, during the term of this Agreement, to perform the Services for District in connection with the services. Any request for services in addition to the Services described in **Exhibit A** will be considered a request for additional consulting services and not compensated unless the Parties otherwise agree in writing. No subcontract shall be awarded or an outside consultant engaged by Consultant unless prior written approval is obtained from District.

**3. Compensation.** District shall pay Consultant according to the fee schedule set forth in **Exhibit B** for a time and materials cost not to exceed \$\_\_\_\_\_, as full remuneration for the performance of the Services. Consultant agrees to maintain a log of time spent in connection with performing the Services. On a monthly basis, Consultant shall provide District, in reasonable and understandable detail, a description of the services rendered pursuant to the Services and in accordance with the Rates. If the work is satisfactorily completed, District shall pay such invoice within thirty (30) days of its receipt. If District disputes any portion of any invoice, District shall

pay the undisputed portion within the time stated above, and at the same time advise Consultant in writing of the disputed portion.

**5. Term.** This Agreement shall become effective on the Effective Date and will continue in effect though XXXXX or until the Services provided herein have been completed, unless terminated earlier as provided in Section 6 or 7 below (the “Term”).

**6. Termination.** District may terminate this Agreement prior to the expiration of the Term (“Termination”), without cause or reason, by notifying Consultant in writing of District’s desire to terminate this Agreement (the “Termination Notice”). Upon receipt of a Termination Notice, Consultant shall immediately cease performing the Services. Consultant will be entitled to compensation, as of the date Consultant receives the Termination Notice, only for Services actually performed.

**7. Termination for Cause.** Notwithstanding Section 6 above, this Agreement may be terminated by District for cause based on the loss or suspension of any licenses, permits or registrations required for the continued provision of the Services, or Consultant’s malfeasance. Termination of the Agreement for cause as set forth in this Section shall relieve District from compensating Consultant.

**8. Confidential Information.** Consultant understands and agrees that, in the performance of Services under this Agreement or in the contemplation thereof, Consultant may have access to private or confidential information that may be owned or controlled by District and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to District (“Confidential Information”).

Consultant shall not, either during or after the Term, disclose to any third party any Confidential Information without the prior written consent of District. If District gives Consultant written authorization to make any such disclosure, Consultant shall do so only within the limits and to the extent of that authorization. Such authorization does not guarantee that the District will grant any further disclosure of Confidential Information. Consultant may be directed or advised by the District’s General Counsel on various matters relating to the performance of the Services or on other matters pertaining to the services, and in such event, Consultant agrees that it will treat all communications between itself, its employees and its subcontractors as being communications which are within the attorney-client privilege.

**9. Property of District.** The following will be considered and will remain the property of District:

**A. Documents.** All reports, drawings, graphics, working papers and Confidential Information furnished by District in connection with the Services (“Documents”). Nothing herein shall be interpreted as prohibiting or limiting District’s right to assign all or some of District’s interests in the Documents.

**B. Data.** All data collected by Consultant and produced in connection with the Services including, but not limited to, drawings, plans, specifications, models, flow diagrams,

visual aids, calculations, and other materials (“Data”). Nothing herein shall be interpreted as prohibiting or limiting District’s right to assign all or some of District’s interests in the Data.

**C. Delivery of Documents and Data.** Consultant agrees, at its expense and in a timely manner, to return to District all Documents and Data upon the conclusion of the Term or in the event of Termination.

**10. Duties of District.** In order to permit Consultant to render the services required hereunder, District shall, at its expense and in a timely manner:

**A.** Provide such information as Consultant may reasonably be required to undertake or perform the Services;

**B.** Promptly review any and all documents and materials submitted to District by Consultant in order to avoid unreasonable delays in Consultant’s performance of the Services; and

**C.** Promptly notify Consultant of any fault or defect in the performance of Consultant’s services hereunder.

**11. Representations of Consultant.** District relies upon the following representations by Consultant in entering into this Agreement:

**A. Qualifications.** Consultant represents that it is qualified to perform the Services and that it possesses the necessary licenses, permits and registrations required to perform the Services or will obtain such licenses or permits prior to the time such licenses or permits are required. Consultant represents and warrants to District that Consultant shall, at Consultant’s sole cost and expense, keep in effect or obtain at all times during the Term of this Agreement, any licenses, permits, and registrations that are legally required for Consultant to practice Consultant’s profession at the time the Services are rendered.

**B. Consultant Performance.** Consultant represents and warrants that all Services under this Agreement shall be performed in a professional manner and shall conform to the customs and standards of practice observed on similar, successfully completed services by specialists in the Services to be provided. Consultant shall adhere to accepted professional standards as set forth by relevant professional associations and shall perform all Services required under this Agreement in a manner consistent with generally accepted professional customs, procedures and standards for such Services.

**12. Compliance with Laws and Standards.** Consultant shall insure compliance with all applicable federal, state, and local laws, ordinances, regulations and permits, including but not limited to federal, state, and county safety and health regulations. Consultant shall perform all work according to generally accepted standards within the industry.

**13. Independent Contractor; Subcontracting.** Consultant will employ, at its own expense, all personnel reasonably necessary to perform the Services. All acts of Consultant, its agents, officers, employees and all others acting on behalf of Consultant relating to this Agreement will be performed as independent contractors. Consultant, its agents and employees will represent and conduct themselves as independent contractors and not as employees of District. Consultant has no authority to bind or incur any obligation on behalf of District. Except as District may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever. Consultant is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is expressly approved by District in writing.

**14. Insurance.** Consultant and all of Consultant's contractors and subcontractors shall obtain and maintain insurance of the types and in the amounts described in this paragraph and its subparagraphs with carriers reasonably satisfactory to District.

**A. General Liability Insurance.** Consultant shall maintain occurrence version commercial general liability insurance or an equivalent form with a limit of not less than Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) for each occurrence.

**B. Workers' Compensation Insurance.** Consultant shall carry workers' compensation insurance as required by the State of California under the Labor Code. Consultant shall also carry employer's liability insurance in the amount of One Million Dollars (\$1,000,000.00) per accident, with a One Million Dollar (\$1,000,000.00) policy limit for bodily injury by disease, and a One Million Dollar (\$1,000,000.00) limit for each employee's bodily injury by disease.

**C. Automobile Insurance.** Consultant shall carry automobile insurance for the vehicle(s) Consultant uses in connection with the performance of this Agreement in the amount of One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.

**D. Errors and Omissions Liability.** Consultant shall carry errors and omissions liability insurance in the amount of no less than One Million Dollars (\$1,000,000.00) per occurrence or greater if appropriate for the Consultant's profession. Architects and engineers' coverage is to be endorsed to include contractual liability. Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the District, elected and appointed councils, commissions, directors, officers, employees, agents, and representatives ("District's Agents"); or the Consultant shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claims administration and defense expenses.

**E. Other Insurance Requirements.** Within five (5) days of the Effective Date, Consultant shall provide District with certificates of insurance for all of the policies required under this Agreement ("Certificates"), excluding the required worker's compensation insurance.

Such Certificates shall be kept current for the Term of the Agreement and Consultant shall be responsible for providing updated copies and notifying District if a policy is cancelled, suspended, reduced, or voided. With the exception of the worker's compensation insurance, all of the insurance policies required in this Agreement shall: (a) provide that the policy will not be cancelled, allowed to expire, or materially reduced in coverage without at least thirty (30) days' prior written notice to District of such cancellation, expiration, or reduction and each policy shall be endorsed to state such; (b) name District, and District's Agents as additional insureds with respect to liability arising out of Services, work or operations performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied, or used by the Consultant, or automobiles owned, leased, or hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the District; (c) be primary with respect to any insurance or self-insurance programs covering District or District's Agents and any insurance or self-insurance maintained by District or District's Agents shall be in excess of Consultant's insurance and shall not contribute to it; (d) contain standard separation of insured provisions; and (e) state that any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect the coverage provided to the District.

**15. Indemnification.** Consultant hereby agrees to indemnify and hold harmless District, its agents, officers, and employees against all liability, obligations, claims, loss, and expense (a) caused or created by Consultant, its subcontractors, or the agents or employees of either, but only to the extent actually caused by the negligent acts or omissions of Consultant in connection with the Services, or (b) arising out of injuries suffered or allegedly suffered by employees of Consultant or its subcontractors (i) in the course of their employment, (ii) in the performance of work hereunder, or (iii) upon premises owned or controlled by District. Consultant's obligation to defend, indemnify and hold District and its agents, officers, and employees harmless is not terminated by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to liability for damages to the extent actually caused by the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

**16. Consequential Damages.** Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

**17. Litigation.** In the event that either Party brings an action under this Agreement for the breach or enforcement hereof, or must incur any collection expenses for any amounts due



hereunder the prevailing Party in such action shall be entitled to its costs including reasonable attorney's fees, whether or not such action is prosecuted to judgment.

**18. Notices.** Any notice or communication required hereunder between District or Consultant must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. Notices given by registered or certified mail shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, (b) on the date delivered as shown on a receipt issued by the courier, or (c) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at the addresses in this paragraph set forth below:

If to District:

Georgetown Divide Public Utility District  
P.O. Box 4240  
6425 Main Street  
Georgetown, CA 95634  
Attention: General Manager

With courtesy copies to:

Churchwell White LLP  
1414 K Street, 3rd Floor  
Sacramento, California 95814  
Attention: Barbara A. Brenner, Esq.

If to Consultant:

**20. General Provisions.**

**A. Modification.** No alteration, modification, or termination of this Agreement shall be valid unless made in writing and executed by all Parties.

**B. Waiver.** The waiver by any Party of a breach of any provision hereof shall be in writing and shall not operate or be construed as a waiver of any other or subsequent breach hereof unless specifically stated in writing.

**C. Assignment.** No Party shall assign, transfer, or otherwise dispose of this Agreement in whole or in part to any individual, firm, or corporation without the prior written consent of the other Party. Subject to the forgoing provisions, this Agreement shall be binding upon, and inure to the benefit of, the respective successors and assigns of the Parties.

**D. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of California.

**E. Venue.** Venue for all legal proceedings shall be in the Superior Court of California for the County of El Dorado.

**F. Partial Invalidity.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

**G. Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall be deemed a single agreement.

**H. Severability.** If any term, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in effect.

**I. Audit.** District shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Consultant's charges to District under this Agreement.

**J. Entire Agreement.** This Agreement sets forth the entire understanding between the Parties as to the subject matter of this Agreement and merges all prior discussions, negotiations, proposal letters or other promises, whether oral or in writing.

**K. Headings Not Controlling.** Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

**L. Time is of the Essence.** Time is of the essence in this Agreement for each covenant and term of a condition herein.

**M. Drafting and Ambiguities.** Any rule of construction that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the last day and date below written.

**DISTRICT:**

GEORGETOWN DIVIDE PUBLIC  
UTILITIES DISTRICT, a California Public  
Utilities District

By: \_\_\_\_\_  
Adam Coyan, General Manager

Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Barbara A. Brenner, General Counsel

**CONSULTANT:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_