

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF JANUARY 11, 2022
AGENDA ITEM NO. 10.B.**



AGENDA SECTION: NEW BUSINESS

SUBJECT: REPORT ON PROFESSIONAL SERVICES AGREEMENTS

PREPARED BY: Adam Coyan, General Manager

APPROVED BY: Adam Coyan, General Manager

BACKGROUND

During the regular meeting of November 9, 2021, President Saunders requested a report on the details of professional services agreements to identify the ones that are up for renegotiation. He had previously requested this information during the FY 2021-2022 budget process.

According to the GDPUD Procurement Policy Procedures (Attachment 1), adopted by the Board on October 9, 2018, a Professional Services Agreement (PSA) is defined as a contract for “professional services of any type or variety, including, but not limited to, service rendered by accountants, appraisers, architects, attorneys, auditors, designers, engineers, inspectors, physicians, surveyors, and other professional and technical callings requiring special licenses or certifications.”

DISCUSSION

The following chart lists companies that have an active Professional Services Agreement with the District. A summary of each PSA and a copy of the executed Agreement is attached.

Company	Effective Date	Services	Term	Compensation	Paid to Date FY 2021-2022
Carnahan Computer Services	10-18-2021	IT Computer Services	When terminated with 30-day notice	Task 1-not to exceed \$3825. Task 2-not to exceed \$5000	3,825
Coastland Engineering	02-20-2020	On-call capital management services	02-02-2020 to 6-30-2024 unless terminated with 30-day notice	Not to exceed \$402,909	112,555
Gloria Omania	Original Agreement 07-15-2020 Extended 07-13-2021	Loans/grants/contracts management, public information, community outreach and special projects.	12-31-2021	Not to exceed \$21,600	17,865

Eide Bailly (formerly Vavrinek, Trine, Day & Co., LLP)	Original PSA 08-08-2017 Last amended 03-27-2020	Non-audit services to assist the District in reviewing and updating finance and accounting policies and procedures.	When terminated with 30-day notice	Total amount not to exceed \$231,960.	100,800
Lance Soll & Lunghard, LLC	07-14-2021	Audit FY ending 06-30-2021	When terminated with 30-day notice	Not to exceed \$21,945	16,570
Western Hydrologics, LLP	08-12-2021	Stream gaging monitoring and maintenance. Report of District's water rights, development of forecast tools.	12-31-2022	Cost estimate of \$63,705 for calendar year 2021 and \$55,905 for 2022	30,039
White Brenner, LLC (formerly Churchwell White LLP)	Original PSA 08-15-2013 08-08-2017	Legal Counsel for the District	When terminated with 30-day notice	\$3,500 retainer for 20 hrs/mo; anything over at billable rates, with submittal of annual notices of rate increase.	29,963
Wood Environmental & Infrastructure	Original PSA 06-21-2018 Amended 03-16-2021	Develop EAP CalOES	Until services are completed, or terminated with 30-day notice.	Not to exceed \$61,885 Amended to not to exceed \$74,605 on 03-16-2021	8,260

With the exception of the PSA with Gloria Omania and Western Hydrologics (for which there is a termination date), the remaining PSAs are open to renegotiation at any time and can be terminated with 30-day notice. The Board is being asked to consider a new PSA with Gloria Omania under Agenda Item 10.C. It should also be noted that the Board approved the issuance of an RFP for CPA services on October 12, 2021; and Eide Bailly will have the ability to submit a proposal through that process.

FISCAL IMPACT

Fiscal impact is unknown until a discussion and analysis of the report and directions to staff.

CEQA ASSESSMENT

This is not a CEQA Project

RECOMMENDED ACTION

Staff recommends the Board of Directors of the assess each PSA and provide direction to Staff.

ALTERNATIVES

The alternative is to create a policy to define what an inactive meter is and how you can go inactive and have our Legal Counsel review, and edit/revise.

ATTACHMENTS

1. GPUD Procurement Policy and Procedures
2. Carnahan Computer Services

3. Coastland Engineering
4. Eide Bailly
5. Gloria Omania (Please also refer to Agenda Item 10.C.)
6. Lance Soll & Lunghard, LLC
7. Western Hydrologics, LLC
8. White Brenner, LLC
9. Wood Environmental and Infrastructure

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Procurement Policy and Procedures

ARTICLE I. GENERAL

Section 1.01 Purpose

The purpose of this policy is to establish the procedures governing purchase requisitions for materials, supplies and equipment in accordance with the State of California Government Code and contracting for public projects and consulting services in accordance with the State of California Public Contract Code and Uniform Public Construction Cost Accounting Act.

Section 1.02 Definitions

For the purposes of this chapter, unless otherwise apparent from the context, certain words and phrases used in this chapter are defined as follows:

- (a) "District" refers to the Georgetown Divide Public Utility District.
- (b) "Board" refers to the Board of Directors of Georgetown Divide Public Utility District.
- (c) "General Manager" is the General Manager as appointed by the Board of Directors of Georgetown Divide Public Utility District.
- (d) "Government Code" refers to the Government Code of the State of California.
- (e) "Public Contract Code" refers to the Public Contract Code of the State of California.
- (f) "Supplies" includes materials, small tools and equipment, and other goods or commodities utilized in the daily operational efforts of the District.
- (g) "Equipment" includes large heavy equipment, vehicles, furniture and fixtures.
- (h) "Public project" is as defined in Chapter 2, Section 22002 of the Public Contract Code:
 - (i) Construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased or operated facility.
 - (ii) Painting or repainting of any publicly owned, leased, or operated facility.
 - (iii) In the case of a publicly owned utility system, "public project" shall include only the construction, erection, improvement, or repair of dams, reservoirs, power plants, and electrical transmission lines of 230,000 volts and higher.
 - (iv) "Public project" does not include maintenance work. For purposes of this policy, "maintenance work" includes all of the following:
 - 1) Routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes.
 - 2) Minor repainting.
 - 3) Resurfacing of streets and highways at less than one inch.
 - 4) Landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.

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- 5) Work performed to keep, operate, and maintain publicly owned water, power, or waste disposal systems, including, but not limited to, dams, reservoirs, power plants, and electrical transmission lines of 230,000 volts and higher.
- (i) For purposes of this chapter, “facility” means any plant, building, structure, ground facility, utility system, subject to the limitation found in Public Contract Code section 22002(c)(3), real property, streets and highways, or other public work improvement.
- (j) “Bidders list” refers to a list of prospective vendors.
- (k) “Contractors list” refers to a list of contractors qualified to perform the duties required to construct public projects, of which should be developed and maintained by the General Manager using the criteria detailed by the California Uniform Construction Cost Accounting Commission.
- (l) “Local business preference list” refers to a list of vendors located within the District and are qualified to provide supplies, equipment, and services for maintenance and public projects.
- (m) “Consultant” refers to a specially trained and experienced individual or firm for which they are qualified to provide expert services or advice related to financial, economic, accounting, architectural, engineering, legal, insurance, data processing, personnel or other administrative matters.
- (n) “Professional services” shall mean and include professional services of any type or variety, including, but not limited to, services rendered by accountants, appraisers, architects, attorneys, auditors, designers, engineers, inspectors, physicians, surveyors, and other professional and technical callings requiring special licenses or certifications.
- (o) “Purchase” refers to the acquisition of property including rental, lease or trade.
- (p) “Responsible bidder” refers to a bidder who has demonstrated the specified qualifications and capabilities to satisfy the proposed work requirements.
- (q) “Responsive bidder” refers to a bidder that responds appropriately according to the demands of the bidding instructions.
- (r) “Purchasing agent” refers to the appointed positions of the District charged with responsibilities governing procurement of supplies, equipment, and contracts for maintenance and public project services.
- (s) “Emergency” refers to a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

Section 1.03 Purchasing Agents

Procurement limits and contract signing authority are listed below.

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Title	Procurement Limit	Contract Authority
General Manager	Up to \$45,000	\$45,001 and over with Board authorization Up to \$45,000 without Board Authorization
Operations Manager	Up to \$5,000	None
This table serves to summarize the provisions of Section 1.03. If this table conflicts with the language of Section 1.03, the latter shall control.		

- (a) The Operations Manager or General Manager shall act as the Purchasing Agent for procurements up to Five Thousand Dollars (\$5,000). The Operations Manager does not have signature authority on contracts procured pursuant to this policy.
- (b) The General Manager shall act as the Purchasing Agent for procurements with a value of more than Five Thousand Dollars (\$5,000.00) and up to Forty-Five Thousand Dollars (\$45,000.00).

Section 1.04 Purchasing Agent Duties

The purchasing agent shall have the authority to:

- (a) Purchase or contract for supplies, equipment, maintenance services, or public projects in accordance with the purchasing procedures detailed in this directive;
- (i) *Exception.* The Operations Manager does not have signature authority on contracts procured pursuant to this policy;
- (b) Procure quality supplies, equipment, and services for maintenance and public projects at the least expense to the District;
- (c) Obtain as full and open competition as possible on all purchases and contracts;
- (d) Keep informed of the current developments in the field of purchasing and contract administration as well as prices, market conditions and new products;
- (e) Maintain reasonably necessary forms for the administration and operation of adhering to the procedures detailed in this directive;
- (f) Supervise the regular inspection of all supplies and equipment for adequacies in their intended use;
- (g) Obtain chemical and physical tests of samples submitted with bids which are necessary to determine their quality and conformance with specifications, where the cost may be covered by the District, or the District may order the cost be covered by the bidder;
- (h) Recommend the transfer of surplus or unused supplies and equipment between departments as needed and the sale of all supplies and equipment that cannot be used by the District;
- (i) Maintain bidders list, contractors list, local business preference list, current vendor list and other related records required to perform the duties of the purchasing function.

Section 1.05 Purchase Orders

{CW051214.5}

Procurement Policy and Procedures

Standardized purchase orders and contracts for supplies, equipment, maintenance services and public projects are to be submitted to the purchasing agent prior to procurement.

Section 1.06 Encumbrance of Funds

The purchasing agent is only authorized to procure supplies, equipment, and contracts for maintenance or public project services for which there is an unencumbered appropriation available to be charged.

Section 1.07 Staging of Purchases

Staging purchases and contracts into smaller units for the purposes of evading competitive bidding procedures in this directive is explicitly prohibited.

Section 1.08 Exemptions

The purchasing procedures detailed in this policy do not include the following:

- (a) Travel expenses
- (b) Subscriptions
- (c) Advertisement of government mandated notices
- (d) Reimbursement expenses
- (e) Payroll and personnel related expenses
- (f) Insurance claims
- (g) Conference fees
- (h) Banking services
- (i) Postage, courier and delivery service charges
- (j) Dues to approved organizations
- (k) Payments to other government agencies
- (l) Land
- (m) Debt Service
- (n) Claims settlements
- (o) Grants

ARTICLE II. PURCHASING AND CONTRACTING FOR SUPPLIES AND EQUIPMENT

Section 2.01 Purchasing Procedures for Supplies and Equipment

Purchasing procedures for supplies and equipment authorize the purchasing agent to acquire such items within their authorized purchasing threshold, as defined in Section 1.03.

Section 2.02 Purchase Requisition Procedures

Purchase requisitions for the purchase of supplies and equipment are subject to the dollar limits provided in the table below.

{CW051214.5}

Procurement Policy and Procedures

Procurement Limits	Purchase Order	Bidding Procedures
< \$500	No purchase order required	No quotes
\$500 - \$1,000	Purchase order required Second signature by General Manager	No quotes
\$1,001 - \$2,999	Purchase order required Second signature by General Manager	Attempt 3 quotes
\$3,000 - \$10,000	Purchase order required	3 quotes required
> \$10,000	Purchase order required	Formal bidding procedure
This table serves to summarize the provisions of Section 2.02. If this table conflicts with the language of Section 2.02, the latter shall control.		

- (a) Purchase orders are required for all purchases over Five Hundred Dollars (\$500.00).
- (b) Purchase greater than Five Hundred Dollars (\$500.00) and up to the limit of the Operations Manager's threshold, as defined in Section 1.03, require a second approval signature by the General Manager.
- (c) Purchases greater than One Thousand Dollars (\$1,000.00) must include attempts to receive at least three (3) quotes.
- (d) Purchases greater than Three Thousand Dollars (\$3,000.00) and up to Ten Thousand Dollars (\$10,000.00) require three (3) quotes.
- (e) Purchases greater than Ten Thousand Dollars (\$10,000.00) require a formal bidding procedure before the purchase order requisition is issued.

Section 2.03 Types of Purchase Orders

There are two (2) types of purchase orders the purchasing agent may issue, blanket purchase orders and individual purchase order requisitions. Procedures for each are provided below.

- (a) *Blanket purchase orders.* Blanket purchase orders are issued by the purchasing agent for the purchase of supplies and equipment from the vendor for which there will be multiple or for ongoing monthly purchases. A blanket purchase order is issued to cover all amounts anticipated to be paid to the supplier for the fiscal year or contract term and typically expires at the end of the fiscal year or contract term. Blanket purchase orders are subject to the thresholds of the purchasing agents, as defined in Section 1.03. Once the dollar limit of the blanket purchase order has been met all subsequent purchases must revert to the use of individual purchase order requisitions.

{CW051214.5}

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- (b) *Purchase order requisitions.* Individual purchase order requisitions are to be submitted to the purchasing agent, as described in Section 1.05, for the purchase of supplies, equipment, and materials from vendors without blanket purchase orders, or from vendors with blanket purchase orders for which the dollar limit has been met.

Section 2.04 Formal Bidding Procedures

The following provisions shall apply in contracting for supplies and equipment:

- (a) *Notices inviting bids.* Notices inviting bids shall be prepared describing the bid items in general terms; referencing how to obtain more detailed information about the bid items; stating that the conditions and schedule may be found in the office of the District clerk; mentioning that the supplies and equipment are to be delivered at such times, in such quantities, and in such a manner as the Board may designate; and stating the time, date, and place for the submission of sealed bids.
- (b) *Material changes to the bid.* If a material change to the bid specification is issued by the District later than seventy-two (72) hours prior to the opening of bids, the date and time shall be extended by no less than seventy-two (72) hours. The term "material change" means a change with a substantial cost impact on the total bid as determined by the District.
- (c) *Base Contract.* Bid specifications which include one or more alternative bid schedules, shall identify and define the base bid for the purpose of awarding to the lowest responsive and responsible bidder.
- (d) *Bid opening procedure.* Sealed bids shall be submitted to the Purchasing Agent and shall be identified as bids on the envelope. Such bids shall be opened in public at the time and place stated in the notice inviting bids, in the presence of all bidders who attend. A tabulation of all bids received shall be open for public inspection during regular business hours until award of the contract.
- (e) *Records of bid documents.* Bid documents received by the District shall be maintained by the District department issuing the bid in accordance with the District's records retention schedule.
- (f) *Award of contracts.* Contracts shall be awarded by the District to the responsible bidder that submits the lowest bid.
- (g) *No bids received.* In the event no bids are received, the District shall have the option of any of the following:
 - (i) Abandon the purchase; or
 - (ii) Rebid the purchase.
- (h) *Rejection of bids.* The District may elect to reject all bids. In the event all bids are rejected, the District shall have the option of any of the following:
 - (i) Abandon the purchase or service; or
 - (ii) Rebid the purchase.

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- (i) *Tie bids.* If two (2) or more bids are received from responsive and responsible bidders for the same total amount or unit price, and are the lowest, the District may accept the bid it chooses.
- (j) *Written contracts.* Written contracts in the form approved by the District Legal Counsel shall be used in the award of bids.
- (k) *Sending, mailing, and publishing of notices.* Notices inviting formal bids shall be published, sent, and mailed as follows:
 - (i) Sent electronically, by facsimile or electronic mail, or mailed to all prospective vendors and firms at least fifteen (15) calendar days before the date of the bid opening;
 - (ii) Published at least once in a newspaper of general circulation, printed and published in the District, at least fourteen (14) calendar days before the date of the bid opening; and
 - (iii) Other mailings, advertisements, and notifications deemed appropriate by the General Manager.
- (l) *Emergencies.* In case of an emergency, the Board shall respond to the emergency pursuant to Section 4.02 of this policy
- (m) *Exceptions.* A separate formal bidding process is not required when purchases are made through a cooperative purchasing agreement or "piggy backing" with another public agency whose procurement process is substantially consistent with the provisions of this article.

Section 2.05 Local Business Preference

The District recognizes that local businesses make significant contributions to the economic health of the District. The District supports local business opportunities, which encourage businesses to move into and stay within the District, promote economic development, and maintain a strong local economic base, which in turn foster economic growth in the District. Therefore, the Board has determined it is in the District's best interest to establish and provide a preference to local businesses.

- (a) *Competitive bid process.* The General Manager is authorized to extend a preference to a responsible and responsive local business in a competitive bid for the procurement of supplies, equipment, and materials not to exceed five percent (5%) of the local business's total bid price, or Two Thousand Five Hundred Dollars (\$2,500.00), whichever is lower, for the purpose of determining the lowest bid.
- (b) *Local preference.* When a non-local business has submitted the lowest responsive and responsible bid, and when one or more local businesses have also bid, the local business's total bid amount will be reduced by five percent (5%) for bid comparison purposes. If the net amount is lower than the lowest bid, the bid will be awarded to the local business for the full amount of its bid.

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- (c) *Local business.* For purposes of this chapter, "local business" means a vendor or contractor that has an office with at least one employee physically located within the District.

Exemptions. The local business preference does not apply to contracts funded by grants which prohibit the use of preferences.

ARTICLE III. CONTRACTING FOR NEW CONSTRUCTION, ALTERATION, MAINTENANCE, OR REPAIR SERVICES

Section 3.01 Contracting Procedures for New Construction, Alteration, Maintenance, or Repair Services

Purchasing procedures for new construction that is not a public project, alteration, maintenance, or repair services, authorize the Purchasing Agent to acquire such items within his or her authorized purchasing threshold, as defined in Section 1.03.

Section 3.02 Contracting Procedures

Contracting procedures for new construction that is not a public project, alteration, maintenance, or repair services, are subject to the dollar limits provided in the table below.

Procurement Limits	Purchase Order	Bidding Procedures
< \$500	No purchase order required	No quotes
\$500 - \$1,000	Purchase order required Second signature by General Manager	No quotes
\$1,001 - \$2,999	Purchase order required Second signature by General Manager	Attempt 3 quotes
\$3,000 - \$15,000	Purchase order required	3 quotes required
> \$15,000	Purchase order required	Formal bidding procedure
This table serves to summarize the provisions of Section 3.02. If this table conflicts with the language of Section 3.02, the latter shall control.		

- (a) Purchase orders are required for all purchases over Five Hundred Dollars (\$500.00).
- (b) Purchases greater than Five Hundred Dollars (\$500.00) and up to the limit of the Operations Manager's threshold, as defined in Section 1.03, require a second approval signature by the General Manager.
- (c) Purchases greater than One Thousand Dollars (\$1,000.00) must include attempts to receive at least three (3) quotes.
- (d) Purchases greater than Three Thousand Dollars (\$3,000.00) and up to Fifteen Thousand Dollars (\$15,000.00) require three (3) quotes.
- (e) Purchases greater than Fifteen Thousand Dollars (\$15,000.00) require a formal bidding procedure before the District enters into a contract for new construction that is not a public project, or alteration, maintenance or repair services, is issued.

{CW051214.5}

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Section 3.03 Purchase Orders

Purchase orders shall be submitted to the purchasing agent, as described in Section 1.05, for requests for new construction not deemed a public project, alteration, maintenance, or repair services.

Section 3.04 Work by District

Nothing in this article prohibits the Board from doing, or causing to be done directly by the District, and without any contract, any or all work necessary or proper in or about the making of all current and ordinary repairs, upkeep, or maintenance.

Section 3.05 Bonds

Bidders for construction contracts shall give bonds for the faithful performance of the construction contract.

Section 3.06 Formal Bidding Procedures

The provisions in Section 2.04 shall apply to formal bidding procedures for contracting for new construction, alteration, maintenance, or repair services, except for subdivisions (g) and (h), which shall read:

- (g) *No bids received.* In the event no bids are received, the District shall have the option of any of the following:
 - (i) Abandon the service; or
 - (ii) Rebid the service.
- (h) *Rejection of bids.* The District may elect to reject all bids. In the event all bids are rejected, the District shall have the option of any of the following:
 - (i) Abandon the service;
 - (ii) Rebid the service; or
 - (iii) Perform the service by employees of the District after the Board passes, by a two-thirds (2/3rd) vote, a resolution declaring that all bids submitted are unsatisfactory or excessive.

ARTICLE IV. PURCHASING AND CONTRACTING FOR PUBLIC PROJECTS

Purchases and contracts for public projects are subject to the Public Contract Code and Uniform Public Construction Cost Accounting Act and shall adhere to the following competitive bidding procedures in the following sections of this article. The estimated value of purchases and contracts shall not include sales tax or freight.

Section 4.01 Purchasing and Contracting Procedures for Public Projects

{CW051214.5}

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- (a) *Open market bidding procedures.* Purchases and contracts of an estimated value in the amount of Forty-Five Thousand Dollars (\$45,000.00) or less may be made by force account, negotiated contract or by purchase order pursuant to the provisions of Section 4.04 of this article, except as otherwise provided in this section.
- (b) *Informal bidding procedures.* Purchases and contracts of an estimated value in the amount of One Hundred Seventy-Five Thousand Dollars (\$175,000.00) or less may be made by informal bidding procedures pursuant to the provisions of Sections 4.05 and 4.06 of this article, except as otherwise provided in this section.
- (c) *Formal bidding procedures.* Purchases and contracts of an estimated value in an amount greater than One Hundred Seventy-Five Thousand and no/100ths Dollars (\$175,000.00) shall be made by formal bidding procedures pursuant to the provisions of Sections 4.05 and 4.07 of this article, except as otherwise provided in this section.
- (d) *Exceptions.* The bidding procedures and force account restrictions set forth in this article shall be dispensed with when bidding would be impossible, impractical, or incongruent; in an emergency; when the price is controlled by law; when the commodity, or maintenance service, or project can only be provided or performed by one vendor. For the purposes of this section:
 - (i) "Impossible" shall mean actual impossibility or extreme and unreasonable difficulty or expense.
 - (ii) "Impractical" shall mean incapable of being performed by the bid procedure.
 - (iii) "Incongruous" shall mean not suitable to the bid procedure.
- (e) *Cooperative agreements.* No provision of this article shall be interpreted or construed to prohibit or prevent the District from purchasing or contracting for supplies, equipment, maintenance services, or public projects by contracts, arrangements, and agreements for cooperative purchasing programs not otherwise prohibited by law with any federal government agency, the state, the county, any other public agencies, or with any cooperative purchasing alliance acting on behalf of governmental entities. Any such contract, agreement, or arrangement otherwise subject to open market or informal bidding procedures shall be first approved by the Purchasing Agent and if subject to formal bidding procedures shall be first approved by the Board, or by the General Manager if the funding for the purchase has already been approved by the Board through the budget process. At the discretion of the appropriate approving authority, the bidding procedures of any agency may be used in such joint contracting arrangements.

Section 4.02 Emergencies

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- (a) *Generally.* In cases of emergency, the Board shall follow the procedures in Public Contract Code section 22050.
- (b) *Authority to Act.* In cases of emergency, the Board, by a four-fifths (4/5ths) vote, may direct the General Manager to replace or repair any public facility without adopting plans, specifications, strain sheets, or working details, or giving notice for bids to let contracts.
- (c) *Work by Day Labor or Contract.* The work may be done by day labor under the direction of the Board, by contract, or by a combination of the two.
- (d) *Review of Board Actions.* Where the Board orders any action as permitted by Public Contract Code section 22050, the Board shall review the emergency action every fourteen (14) days thereafter until the action is terminated, to determine, by a four-fifths (4/5) vote, that there is a need to continue the action.
- (e) *Review of General Manager Actions.* Where the General Manager orders any action as permitted by Public Contract Code section 22050, the Board shall initially review the emergency action not later than seven (7) days after the action. The Board shall review the emergency action every fourteen (14) days thereafter until the action is terminated, to determine, by a four-fifths (4/5) vote, that there is a need to continue the action, unless the General Manager has terminated that action prior to the Board reviewing the emergency action and making a determination pursuant to this subdivision.
- (f) *Termination of Emergency Action.* When the Board reviews the emergency action, it shall terminate the action at the earliest possible date that conditions warrant so that the remainder of the emergency action may be completed by giving notice for bids to let contracts.

Section 4.03 Authorized Signature

- (a) *Board President.* The President shall be authorized to sign on behalf of the District all approved contracts provided for in this article. In the absence of the President, the Vice President shall be so authorized.
- (b) *General Manager.* The General Manager shall be authorized to sign on behalf of the District all contracts provided for in Section 4.06 of this article and such other approved contracts as the Board may specifically direct from time to time.

Section 4.04 Open Market Bidding Procedures

Except as otherwise provided in subsections (d) and (e) of Section 4.01 of this article, the solicitation of bids and award of contracts for public projects with an estimated value in the amount of Forty-Five Thousand Dollars (\$45,000.00) or less may be made by the Purchasing Agent by force account, negotiated contract or by purchase order. Whenever possible, bids shall be obtained in the open market in accordance with the following procedures:

- (a) *Minimum number of bids.* Open market purchases, whenever possible, shall be based on at least three (3) bids and shall be awarded to the lowest responsive and responsible bidder.
- (b) *Notices inviting bids.* The Purchasing Agent shall solicit bids from prospective vendors by written requests, by telephone, by facsimile or electronic mail, or by other advertising.

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- (c) *Written records of bids.* Written records of bids received shall be maintained by the Purchasing Agent in accordance with the District's records retention schedule. Such records, while so kept, shall be open to public inspection and shall include the business name, address, and telephone number of the vendor; vendor representative; description of the bid items, including unit quantities if applicable, unit prices or lump sum amount quoted by the vendor; and the date the bid was received.

Section 4.05 General Provisions for Informal and Formal Bidding Procedures

The following provisions shall apply in contracting for public projects under both informal and formal bidding procedures:

- (a) *Material changes to the bid.* If a material change to the bid specification is issued by the District later than seventy-two (72) hours prior to the opening of bids, the date and time shall be extended by no less than seventy-two (72) hours. The term "material change" means a change with a substantial cost impact on the total bid as determined by the District.
- (b) *Base Contract.* Bid specifications which include one or more alternative bid schedules, shall identify and define the base bid for the purpose of awarding to the lowest responsive and responsible bidder.
- (c) *Bid opening procedure.* Sealed bids shall be submitted to the Purchasing Agent and shall be identified as bids on the envelope. Such bids shall be opened in public at the time and place stated in the notice inviting bids in the presence of all bidders who attend. A tabulation of all bids received shall be open for public inspection during regular business hours until award of the contract.
- (d) *Records of bid documents.* Bid documents received by the District shall be maintained by the District department issuing the bid in accordance with the District's records retention schedule.
- (e) *Award of contracts.* Contracts shall be awarded by the District to the responsive and responsible bidder that submits the lowest bid.
- (f) *No bids received.* In the event no bids are received, the District shall have the option of any of the following:
 - (i) Abandoning the purchase or project;
 - (ii) Rebidding the purchase or project; or
 - (iii) Perform the work by employees of the District.
- (g) *Rejection of bids.* The District may elect to reject all bids. In the event the District anticipates rejecting all bids, the District shall provide a written notice to an apparent low bidder, pursuant to Public Contract Code section 22038. Furthermore, the District shall have the option of any of the following:
 - (i) Abandon the project;
 - (ii) Rebid the purchase or project using the appropriate bidding procedures; or

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- (iii) Perform the project by force account without further complying with Public Contract Code section 22020 et seq., after the Board passes a resolution by a four-fifths (4/5th) vote of its governing body declaring that the project can be performed more economically by District employees.
- (h) *Tie bids.* If two (2) or more bids are received from responsive and responsible bidders for the same total amount or unit price, and are the lowest, the District may accept the bid it chooses.
- (i) *Written contracts.* Written contracts in the form approved by the District Legal Counsel shall be used in the award of bids.
- (j) *Bidders' security.* Security will be required in an amount equal to ten percent (10%) of the bid quotation as described in the Public Contract Code. Upon an award to the lowest bidder, the security of an unsuccessful bidder shall be returned in a reasonable period of time, but in no event shall that security be held by the district beyond sixty (60) days from the time the award is made.
- (k) *Bonds.* Bidders for construction contracts shall give bonds for the faithful performance of the construction contract.

Section 4.06 Informal Bidding Procedures

Except as otherwise provided in subsections (a), (d), and (e) of Section 4.01 and in Section 4.02 of this article, the solicitation of bids may be authorized by the Purchasing Agent and the award of contracts for public projects with an estimated value in the amount of One Hundred Seventy-Five Thousand Dollars (\$175,000.00) or less may be made by the General Manager in accordance with the requirements of the Public Contract Code section 22032, et seq., and the following informal bidding procedures:

- (a) *Budgetary authorization.* The bid items shall have been authorized as a part of an approved budget of the District, and the purchase or contract shall not exceed the amount so authorized.
- (b) *Contractor's List.* A list of contractors shall be developed and maintained in accordance with the provisions of section 22034 of the Public Contract Code and criteria promulgated from time to time by the California Uniform Construction Cost Accounting Commission.
- (c) *Notices inviting bids.* Notices inviting bids shall be prepared describing the bid items in general terms; referencing how to obtain more detailed information about the bid items; and stating the time, date, and place for the submission of sealed bids.
- (d) *Mailing of notices.* Notices inviting informal bids shall be mailed at least ten (10) calendar days before the due date of the submission of bids as follows:
 - (i) Mailed to all firms on the bidders list or contractors list for the category of work being bid;
 - (ii) For bid items defined as public projects, mailed to all construction trade journals designated by the California Uniform Construction Cost Accounting Commission; and
 - (iii) Other mailings, advertisements, and notifications as deemed appropriate by the purchasing agent.

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- (e) *Bids received in excess of One Hundred Seventy-Five Thousand Dollars (\$175,000.00).* If all bids received are in excess of One Hundred Seventy-Five Thousand Dollars (\$175,000.00), the Board may award the contract to the lowest responsive and responsible bidder by adoption of a resolution by a four-fifths (4/5ths) vote if the purchasing agent determines the cost estimate was reasonable and the low bid does not exceed One Hundred Eighty-Seven Thousand Five Hundred Dollars (\$187,500.00).

Section 4.07 Formal Bidding Procedures

Except as provided in subsections (d) and (e) of Section 4.01 of this article, the solicitation of bids and award of contracts for public projects with an estimated value in excess of One Hundred Seventy-Five Thousand Dollars (\$175,000.00) shall be made in accordance with the requirements of the Public Contract Code section 22031 et seq., and the following formal bidding procedures:

- (a) *Plans and specifications.* The Board shall adopt any plans, specifications, and working details as appropriate for the bid items prior to a solicitation for formal bids.
- (b) *Notices.* Notices inviting formal bids shall state the time and place for the receiving and opening of sealed bids and distinctly describe the project.
- (c) *Sending, mailing, and publishing of notices.* Notices inviting formal bids shall be published, sent, and mailed as follows:
 - (i) For bid items defined as public projects, sent electronically, by either facsimile or electronic mail and mailed to all construction trade journals designated by the California Uniform Construction Cost Accounting Commission at least fifteen (15) calendar days before the date of the bid opening;
 - (ii) Sent electronically, by facsimile or electronic mail, or mailed to all firms on the bidders list at least fifteen (15) calendar days before the date of the bid opening;
 - (iii) Published at least once in a newspaper of general circulation, printed and published in the District, at least fourteen (14) calendar days before the date of the bid opening, or in a manner as authorized by Public Contract Code section 22037 if there is no newspaper of general circulation; and
 - (iv) Other mailings, advertisements, and notifications deemed appropriate by the department head of the requesting agency.

Section 4.08 Local Business Preference

The District recognizes that local businesses make significant contributions to the economic health of the District. The District supports local business opportunities, which encourage businesses to move into and stay within the District, promote economic development and maintain a strong local economic base, which in turn foster economic growth in the District. Therefore, the Board has determined it is in the District's best interest to establish and provide a preference to local businesses.

Procurement Policy and Procedures

- (a) *Competitive bid process.* The General Manager is authorized to extend a preference to a responsible and responsive local business in a competitive bid for a public project not to exceed five percent (5%) of the local business's total bid price, or Two Thousand Five Hundred Dollars (\$2,500.00), whichever is lower, for the purpose of determining the lowest bid.
- (b) *Local preference.* When a non-local business has submitted the lowest responsive and responsible bid, and when one or more local businesses have also bid, the local business's total bid amount will be reduced by five percent (5%) for bid comparison purposes. If the net amount is lower than the lowest bid, the bid will be awarded to the local business for the full amount of its bid.
- (c) *Local business.* For purposes of this chapter, "local business" means a vendor or contractor that has an office with at least one (1) employee physically located within the District.
- (d) *Exemptions.* The local business preference does not apply to the following:
 - (i) Contracts funded by grants which prohibit the use of preferences, and
 - (ii) Contracts for services.

ARTICLE V. CONTRACTS FOR PROFESSIONAL AND CONSULTING SERVICES

Section 5.01 Contracting Procedures

Contracts for consultant/professional services shall be made pursuant to the provisions of this article.

Section 5.02 Architectural, Landscape Architectural, Professional Engineering, Environmental, Land Surveying, and Construction Management Services

- (a) Procurements for architectural, landscape architectural, professional engineering, environmental, land surveying, and construction management services contracts shall comply with this section and Section 5.03.
- (b) *Selection.* Contracts for architectural, landscape architectural, engineering, environmental, land surveying, and construction management services are subject to the provisions of this article and shall be awarded in accordance with the California Government Code section 4525 et seq. Selection process will be designed to select the most qualified firm to provide the desired services at a reasonable price. Selection will not be solely based on price; however, price may be a factor in selecting a firm. If price will be a factor, it will be discussed in the RFP, along with the method used to consider price.
- (c) *Maximum Participation of Small Business Firms.*
 - (i) Definition of Small Business. "Small business," as used in this section, shall have the same definition in Government Code section 14837(d)(1).
 - (ii) Quotes. The District shall attempt to obtain at least two (2) quotes or proposals from a small business, where this article requires quotes or RFPs under Section 5.03.

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- (d) *Prohibition of Unlawful Activity.* The District specifically prohibits practices which might result in unlawful activity, including but not limited to rebates, kickbacks, or other unlawful consideration. The District also prohibits its employees from participating in the selection process when those employees have a financial interest with an individual or business entity seeking a contract under this Section and would be subject to the prohibition of Government Code section 87100.

Section 5.03 Procurement

- (a) *Procurement of Professional and Consultant Services: \$45,000.00 or Less.*
 - (i) Informal Request for Proposal Procedure. Except as set forth herein, the procurement of consultant or professional services with a value of Forty-Five Thousand Dollars (\$45,000.00) or less shall be made following the procedure prescribed below:
 - (1) Solicitation of Proposals. The General Manager may solicit proposals by written (including e-mail) or verbal request to prospective consultants. Informal requests for proposals shall attempt, whenever feasible, to obtain at least three (3) proposals.
 - (2) Award of Contracts. The General Manager shall award contracts pursuant to this subdivision to the best qualified and most responsible proposer, which may not necessarily be the lowest priced proposal. The dollar amount of the proposal shall be considered but the award need not be made to the lowest dollar proposal.
 - (3) Signature Authority. The General Manager shall have the authority to execute a contract granted pursuant to this section. Such contracts shall be formal written agreements executed by the General Manager on behalf of the District.
 - (ii) Exceptions. The General Manager may dispense with the informal RFP procedure, whether the informal RFP procedure has been initiated or not, for the reasons set forth below:
 - (1) In an emergency;
 - (2) When the services can be obtained from only one (1) source which has been reviewed and approved in writing by the General Manager;
 - (3) When, in the judgment of the General Manager, compliance with the procedure is not in the best interest of the District; or
 - (4) When processed through a cooperative purchasing agreement with another public agency, whose procurement process is substantially consistent with the provisions of this article.

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- (b) *Procurement of Professional and Consultant Services: More than \$45,000.00.*
- (i) Formal Request for Proposal Procedure. Except as set forth herein, the procurement of consultant or professional services with a value of more than Forty-Five Thousand Dollars (\$45,000.00) shall be made following the procedure prescribed below:
- (1) Solicitation of Proposals. The General Manager shall solicit proposals by written (including e-mail) or verbal request to prospective consultants. Informal requests for proposals shall, whenever feasible, be based on at least three (3) proposals.
 - (2) Award of Contracts. The Board shall award contracts pursuant to this subdivision to the best qualified and most responsible proposer, which may not necessarily be the lowest priced proposal. The dollar amount of the proposal shall be considered but the award need not be made to the lowest dollar proposal.
 - (3) Signature Authority. The Board President, or General Manager with the Board's approval, shall have the authority to execute a contract granted pursuant to this section. Such contracts shall be formal written agreements executed by the Board President, or General Manager on behalf of the District.
- (ii) Exceptions. The Board may dispense with the informal RFP procedure, whether the informal RFP procedure has been initiated or not, for the reasons set forth above under subdivision (a)(ii).

ARTICLE VI. PURCHASING AND CONTRACTING FOR FEDERAL GRANTS

Section 6.01 Codified Guidance

The Code of Federal Regulations (CFR) lists the general and permanent rules published in the Federal Register by each of the executive departments and agencies of the Federal Government. The CFR is a systematic collection of rules that are published in the Federal Register by the executive departments and agencies within the Federal government. It is divided into different Titles which represent areas subject to Federal regulation. Regulations are created through an enabling statute of Congress and serve as administrative law.

The Office of Management and Budget (OMB) is charged with the responsibility of the oversight and preparation of the Federal budget, in addition to the supervision of the budget of the various Federal agencies. OMB oversees and coordinates the Administration's procurement, financial management, information, and regulatory policies and serves on behalf of the President of the United States in developing government-wide policies which aid in ensuring that Federal grants are managed properly and that Federal grant monies are spent in accordance with applicable laws and regulations.

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OMB issued what is commonly referred to as its “Super Circular” or Uniform Grants Guidance (UGG) effective December 26, 2014, with an option to elect July 1, 2018 as the grace period option effective date. The District has elected this grace period effective date. The following summarizes the revisions to the guidance for Federal Award Programs:

- Supersedes and streamlines various OMB Circulars
- Aims to be more efficient, effective and transparent
- Strengthen oversight of federal funds to reduce waste, fraud, and abuse
- Review UGG (Title 2, Subtitle A, Chapter II, Part 200)

UGG §200.317-326 specifically relates to procurement and are incorporated in this policy in the sections that follow.

Section 6.02 Competition (OMB §200.319)

- (a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:
- (i) Placing unreasonable requirements on firms in order for them to qualify to do business;
 - (ii) Requiring unnecessary experience and excessive bonding;
 - (iii) Noncompetitive pricing practices between firms or between affiliated companies;
 - (iv) Noncompetitive contracts to consultants that are on retainer contracts;
 - (v) Organizational conflicts of interest;
 - (vi) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
 - (vii) Any arbitrary action in the procurement process.
- (b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
- (c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:
- (i) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

Procurement Policy and Procedures

- (ii) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
- (d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

Section 6.03 Methods of Procurement (OMB §200.320)

- (a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.
- (b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.
- (c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.
 - (i) In order for sealed bidding to be feasible, the following conditions should be present:
 - 1) A complete, adequate, and realistic specification or purchase description is available;
 - 2) Two or more responsible bidders are willing and able to compete effectively for the business; and
 - 3) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.
 - (ii) If sealed bids are used, the following requirements apply:
 - (iii) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for state, local, and tribal governments, the invitation for bids must be publically advertised;
 - (iv) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
 - (v) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

Procurement Policy and Procedures

- (vi) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- (vii) Any or all bids may be rejected if there is a sound documented reason.
- (d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:
 - (i) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
 - (ii) Proposals must be solicited from an adequate number of qualified sources;
 - (iii) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
 - (iv) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
 - (v) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.
- (e) [Reserved]
- (f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:
 - (i) The item is available only from a single source;
 - (ii) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
 - (iii) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
 - (iv) After solicitation of a number of sources, competition is determined inadequate.

Section 6.04 Contracting with Small and Minority Businesses (OMB §200.321)

- (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.
- (b) Affirmative steps must include:
 - (i) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
 - (ii) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
 - (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
 - (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
 - (v) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Section 6.05 Procurement of Recovered Materials (OMB §200.322)

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Section 6.06 Contract Cost and Price (OMB §200.323)

- (a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.
- (b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
- (c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.
- (d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

Section 6.07 Federal Awarding Agency or Pass-through Entity Review (OMB §200.324)

- (a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.
- (b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:
 - (i) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;
 - (ii) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
 - (iii) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;

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- (iv) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
- (v) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.
- (c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.
 - (i) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;
 - (ii) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

Section 6.08 Bonding Requirements (OMB §200.325)

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

Procurement Policy and Procedures

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- (b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract.
- (c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

Section 6.09 Contract Provisions (OMB §200.326)

The non-Federal entity’s contracts must contain the applicable provisions described in Appendix II to Part 200— Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

PROFESSIONAL SERVICES AGREEMENTS

CARNAHAN COMPUTER SERVICES

- a) Original agreement with Carnahan Computer Services for IT support services executed on August 11, 2015.
- b) Professional Services Agreement, effective December 17, 2018
- c) Professional Services Agreement, effective February 27, 2020
- d) Professional Services Agreement, effective October 18, 2021

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I.T. SUPPORT AGREEMENT

THIS AGREEMENT is made this 11 day of August , 2015 by and between Carnahan Computer Services and GDPUD. The term of contract is for 50 Labor Hrs' Initial W.B.W

Agreements In consideration of the mutual covenants set forth in this Agreement, Customer and **Carnahan Computer Services** hereby agree as follows:

1. Scope of Services. CCS shall, during the Term (as defined below) provide to Customer the computer consulting services described below, at such times as Customer may reasonably request.

Services include, but are not limited to:

- 1) Install patches, fixes, and updates to operating system and/or servers; install additional software packages to the operating system or server; install patches, fixes, and updates to additional software packages.
- 2) Maintain adequate protection and safeguard Customer against virus, Trojan, spyware (the "Protections") or any other unauthorized intrusion Customer may specify.
- 3) Develop policies and procedures for updating Protections.
- 4) Evaluate and make recommendations to Customer regarding Network Security, Protections, or any other concerns in order to safeguard Customer's Network, Workstations, Computers, or other related systems.
- 5) Provide consultation and installations services for any new projects or tasks that Customer requests of CCS.
- 6) Provide disaster recovery from backup. Maintain a current file library of all software, licenses, records, or purchases made for customer, source code and maintain a history log or other record for Customer concerning all labor recommended and performed.

2. Priority Service: CCS shall during the term provide priority service to contract signer during standard operating hours.

- 1) In the event that off hour or special emergency hours be necessary, these hours will be billed at a special reduced rate labor charge.

TERM: The term of the contract will be from the 1st day of starting month until last day of ending month. Unused hours do not roll over into new month, unless an unfinished project rolls over from one month to another. If the number of allocated hours (per month) is used, any additional hours will be charged at a discounted rate. This contract does not include special labor or cost of parts. This contract does include drive time to and from office. It also includes drive time for parts retrieval in the event of parts failure. **CCS** shall provide a computer issue tracker for logging and maintaining of all computer related issues.

Signature

Customer

CCS

Date

8-11-2015

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 17th day of December 2018, (the “Effective Date”) by and between the Georgetown Divide Public Utilities District, a California Public Utilities District (“District”), and Carnahan Computer Services (“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 Information Technology support for maintenance, installation and safeguarding of District computers and software.

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 the Project 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. 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 \$2750.00, 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 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 service or on other matters pertaining to the service, 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. Performance by Key Employee. Consultant has represented to District that James Carnahan, owner of Carnahan Computer Services, will be the person primarily responsible for the performance of the Services and all communications related to the Services.

10. 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, work stations, software, licenses, records, 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.

11. 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 require 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.

12. 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 projects 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. All work or products completed by Consultant shall be completed using the best practices available for the profession and shall be free from any defects. Consultant agrees that, if a Service is not so performed, in addition to all of its obligations

under this Agreement and at law, Consultant shall re-perform or replace unsatisfactory Service at no additional expense to District.

13. 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. Consultant shall comply with all ordinances, laws, orders, rules, and regulations, including the administrative policies and guidelines of District pertaining to the work.

14. 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.

15. 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.

16. Indemnification. Consultant hereby agrees to indemnify and hold harmless District, its agents, officers, employees and volunteers, against all liability, obligations, claims, loss, and expense (a) caused or created by Consultant, its subcontractors, or the agents or employees of either, whether negligent or not, pertaining to or related to 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, employees and volunteers harmless is not terminated by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

17. 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.

18. 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.

19. 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: Carnahan Computer Services
2824 Osborne Road
Cameron Park, CA 95682

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.

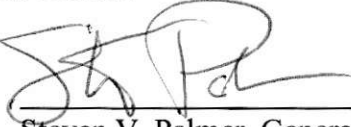
L. Time is of the Essence. Time is of the essence in this Agreement for each covenant and term of a condition herein.

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.

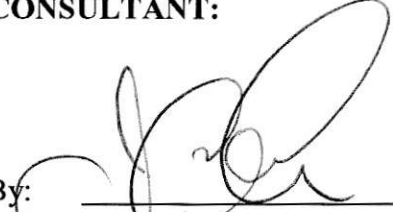
DISTRICT:

GEORGETOWN DIVIDE PUBLIC
UTILITIES DISTRICT, a California Public
Utilities District

By: 
Steven V. Palmer, General Manager

Date: 12/14/18

CONSULTANT:

By: 
Name: James Casanahan
Date: 12-14-18

Approved as to Form:

Barbara A. Brenner, General Counsel

EXHIBIT A

Services

Task 1.

CCS shall, during the Term (as defined below) provide GDPUD the computer consulting services described below, as such times GDPUD may reasonably request.

1. Install patches, fixes and updates to operating system and/or servers; install additional software packages to the operating system or server; install patches, fixes and updates to additional software packages.
2. Maintain adequate protection and safeguard GDPUD against virus, Trojan, spyware ("Protections") or any other unauthorized intrusion the District may specify.
3. Develop policies and procedures for updating Protections.
4. Evaluate and make recommendations to the GDPUD regarding Network Security, Protections, or any other concerns in order to safeguard Districts network, work stations, computers or other related systems.
5. Provide consultation and installation services for any new projects or tasks that GDPUD requests of CCS.
6. Provide disaster recover from backup. Maintain a current file library of all software, licenses, records or purchases made for GDPUD, source code and maintain a history log or other record for the GDPUD concerning all labor recommended and performed.
7. Provide two site visits a month for a minimum of one hour for computer support and/or maintenance.

Priority Service: CCS shall during the term provide priority service to GDPUD during standard operating hours.

1. In the event that an off hour or special emergency hours, be necessary; these hours will be billed at \$75.00 an hour.

Task 2.

Evaluate and provide recommendations for computer hardware and software improvements, especially as related to internet and network functions.

EXHIBIT B

Rates

Task 1. Lump sum of \$2250.00 up front for 30 hours.

Task 2. Time and materials not to exceed \$500.00 at an hourly rate of \$75.00 an hour

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 24th day of February 2020, (the “Effective Date”) by and between the Georgetown Divide Public Utilities District, a California Public Utilities District (“District”), and Carnahan Computer Services, a (“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 Information Technology support for maintenance, installation and safeguarding of District computers and software.

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 the Project 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 Project. 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 time and materials cost not to exceed \$4875.00, 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

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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.

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

5. 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.

6. Termination for Cause. Notwithstanding Section 5 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.

7. 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 on the Project or on other matters pertaining to the Project, 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.

8. Performance by Key Employee. Consultant has represented to District that Carnahan Computer Services, will be the person primarily responsible for the performance of the Services and all communications related to the Services.

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 require 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.

12. 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 projects 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

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under this Agreement in a manner consistent with generally accepted professional customs, procedures and standards for such Services. All work or products completed by Consultant shall be completed using the best practices available for the profession and shall be free from any defects. Consultant agrees that, if a Service is not so performed, in addition to all of its obligations under this Agreement and at law, Consultant shall re-perform or replace unsatisfactory Service at no additional expense to District.

13. 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. Consultant shall comply with all ordinances, laws, orders, rules, and regulations, including the administrative policies and guidelines of District pertaining to the work.

14. 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.

15. 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 the Agreement in the amount of One Million Dollars (\$1,000,000.00) limit for each employee's bodily injury and property damage.

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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.

16. Indemnification. Consultant hereby agrees to indemnify and hold harmless District, its agents, officers, employees and volunteers, against all liability, obligations, claims, loss, and expense (a) caused or created by Consultant, its subcontractors, or the agents or employees of either, whether negligent or not, pertaining to or related to 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, employees and volunteers harmless is not terminated by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

17. 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

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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.

18. 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.

19. 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: Carnahan Computer Services
4611 Maries Ct
Rescue, CA 95672

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.

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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.

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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.

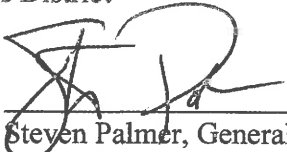
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M. Drafting and Ambiguities. Any rule of construction the ambiguities are to be resolve against the drafting party does not apply in interpreting this Agreement.

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

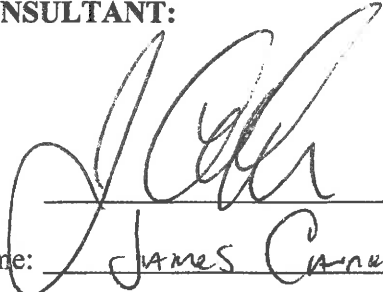
DISTRICT:

GEORGETOWN DIVIDE PUBLIC
UTILITIES DISTRICT, a California Public
Utilities District

By: 
Steven Palmer, General Manager

Date: 2/27/2020

CONSULTANT:

By: 
Name: James Carnahan
Date: 2-27-2020

Approved as to Form:

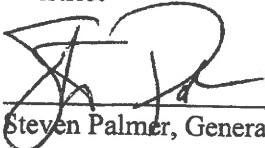
Barbara A. Brenner, General Counsel

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

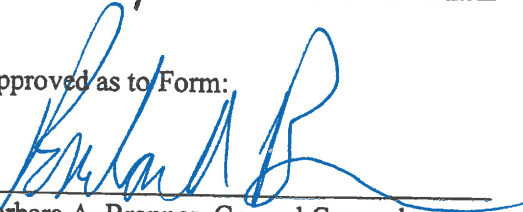
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last day and date below written.

DISTRICT:

GEORGETOWN DIVIDE PUBLIC
UTILITIES DISTRICT, a California Public
Utilities District

By: 
Steven Palmer, General Manager

Date: 2/27/2020

Approved as to Form:

Barbara A. Brenner, General Counsel

CONSULTANT:

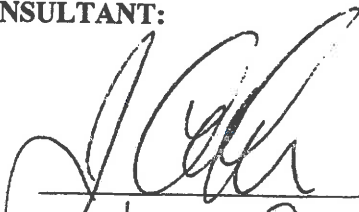
By: 
Name: James Carnahan
Date: 2-27-2020

EXHIBIT A

Services

Task 1.

CCS shall, during the Term (as defined below) provide GDPUD the computer consulting services described below, as such times GDPUD may reasonably request.

1. Install patches, fixes and updates to operating system and/or servers; install additional software packages to the operating system or server, install patches, fixes and updates to additional software packages.
2. Maintain adequate protection and safeguard GDPUD against virus, Trojan, spyware ("Protections") or any other unauthorized intrusion the District may specify.
3. Develop policies and procedures for updating Protections.
4. Evaluate and make recommendations to the GDPUD regarding Network Security, Protections, or any other concerns in order to safeguard Districts network, workstations, computers or other related systems.
5. Provide consultation and installation services for the new Tyler Technology Software installation as well as any new projects or tasks that GGPUD requests of CCS.
6. Provide consultation and installation services for live stream videotaping.
7. Provide disaster recover from backup. Maintain a current file library of all software, licenses, records or purchases made for GDPUD, source code and maintain a history log or other record for the GDPUD concerning all labor recommended and performed.
8. Provide two site visits a month for a minimum of one hour for computer support and/or maintenance.

Priority Service: CCS shall during the term provide priority service to GDPUD during standard operation hours.

1. In the event that an off hour or special emergency hours be necessary; these hours will be billed at \$75.00 an hour.

Task 2.

Evaluate and provide recommendations for computer hardware and software improvements, especially as related to internet and network functions.

EXHIBIT B

Rates

Task 1. Lump sum of \$4875.00 up front for 65 hours.

Task 2. Time and materials not to exceed \$500.00 and an hourly rate of \$75.00 an hour.

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 18th day of October 2021, (the "Effective Date") by and between the Georgetown Divide Public Utilities District, a California Public Utilities District ("District"), and Carnahan Computer Services, a ("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 Information Technology support for maintenance, installation and safeguarding of District computers and software.

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 the Project 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 19 of this Agreement, Section **1** through 19 shall prevail.

2. Consulting Services. Consultant agrees, during the term of this Agreement, to perform the Services for District in connection with the Project. 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 time and materials cost not to exceed \$3825.00, 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

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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.

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

5. 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.

6. Termination for Cause. Notwithstanding Section 5 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.

7. 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 on the Project or on other matters pertaining to the Project, 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.

8. Performance by Consultant. Consultant has represented to District that Carnahan Computer Services, will be the person primarily responsible for the performance of the Services and all communications related to the Services.

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 require 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 projects 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

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under this Agreement in a manner consistent with generally accepted professional customs, procedures and standards for such Services. All work or products completed by Consultant shall be completed using the best practices available for the profession and shall be free from any defects. Consultant agrees that, if a Service is not so performed, in addition to all of its obligations under this Agreement and at law, Consultant shall re-perform or replace unsatisfactory Service at no additional expense to District.

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. Consultant shall comply with all ordinances, laws, orders, rules, and regulations, including the administrative policies and guidelines of District pertaining to the work.

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 the Agreement in the amount of One Million Dollars (\$1,000,000.00) limit for each employee's bodily injury and property damage.

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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 primarily 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, employees and volunteers, against all liability, obligations, claims, loss, and expense (a) caused or created by Consultant, its subcontractors, or the agents or employees of either, whether negligent or not, pertaining to or related to 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, employees and volunteers harmless is not terminated by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

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

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

If to Consultant: Carnahan Computer Services
4611 Maries Ct
Rescue, CA 95672

19. 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 the ambiguities are to be resolve 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
Adam Coyan, General Manager

Date: 10/26/21

CONSULTANT:

By: James Carnahan
Name: . . . James Carnahan

Date: 10-26-2021

Approved as to Form:

/s/ Barbara A. Brenner
Barbara A. Brenner, General Counsel

EXHIBIT A

Services

Task 1.

CCS shall, during the Tenn (as defined below) provide GDPUD the computer consulting services described below, as such times GDPUD may reasonably request.

- I. Install patches, fixes and updates to operating system and/or servers; install additional software packages to the operating system or server, install patches, fixes and updates to additional software packages.
2. Maintain adequate protection and safeguard GDPUD against virns, Trojan, spyware ("Protections") or any other unauthorized intrnsion the District may specify.
3. Develop policies and procedures for updating Protections.
4. Evaluate and make recommendations to the GDPUD regarding Network Security, Protections, or any other concerns in order to safeguard Districts network, workstations, computers or other related systems.
5. Provide consultation and installation services for the Tyler Technology Software as well as any new projects or tasks that GGPUD requests of CCS.
6. Provide consultation and installation services for live stream videotaping.
7. Provide disaster recover from backup. Maintain a current file library of all software, licenses, records or purchases made for GDPUD, source code and maintain a history log or other record for the GDPUD concerning all labor recommended and performed.
8. Provide two site visits a month for a minimum of one hour for computer support and/or maintenance.

Priority Service: CCS shall during the term provide priority service to GDPUD during standard operation hours.

1. In the event that an off hour or special emergency hours be necessaiy; these hours will be billed at \$85.00 an hour.

Task 2.

Evaluate and provide recommendations for computer hardware and software improvements, especially as related to internet and network functions.

EXHIBIT B

Rates

Task 1. Lump sum of \$3825.00 up front for 45 hours.

Task 2. Time and materials not to exceed \$500.00 and an hourly rate of \$85.00 an hour.

PROFESSIONAL SERVICES AGREEMENTS

COASTLAND ENGINEERING

- a) Professional Services Agreement, effective November 18, 2019.
- b) Professional Services Agreement, effective February 20, 2020.

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 18th day of November 2019, (the “Effective Date”) by and between the Georgetown Divide Public Utilities District, a California Public Utilities District (“District”), and Coastland Civil Engineering, Inc. (“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 2018 Main Canal Reliability Project (the “Project”).

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 the Project 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 Project. 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 \$43,393, 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 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 on the Project or on other matters pertaining to the Project, 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. (NOT USED)

10. 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.

11. 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 require 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.

12. 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 projects 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.

13. Compliance with Laws and Standards. Consultant shall ensure 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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

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

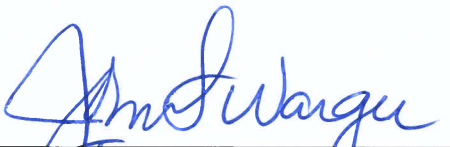
By: _____
Steven V. Palmer, General Manager

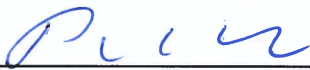
Date: _____

Approved as to Form:

Barbara A. Brenner, General Counsel

CONSULTANT:

By: 
Name: John L. Wanger
Date: 12-12-19

By: 
Name: Paul W. Wade
Date: 12/12/19

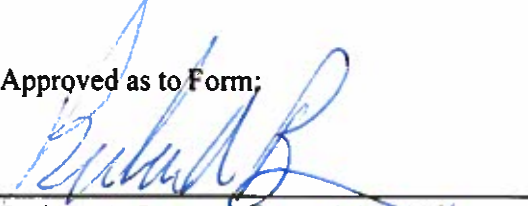
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DISTRICT:


GEORGETOWN DIVIDE PUBLIC
UTILITIES DISTRICT, a California Public
Utilities District

By: 
Steven V. Palmer, General Manager

Date: 12/18/19

Approved as to Form:

Barbara A. Brenner, General Counsel

CONSULTANT:

By: 
Name: John L. Wanger
Date: 12-12-19


By: 
Name: Paul W. Wade
Date: 12/12/19

EXHIBIT A

Services

Scope of Work

Task 1 - Construction Contract Administration

As part of the Construction Administration duties, Coastland will:

1. Arrange, attend and administer the pre-construction meeting. Coastland will also prepare and distribute meeting minutes to all parties.
2. Work with the District to prepare and issue the Notice to Proceed
3. Act as the primary Point of Contact (POC) for the Contractor
4. Act as the primary Point of Contact (POC) for the Design Engineer
5. Act as the field-level District Point of Contact (POC) for adjacent residents and property owners for notifications field activity concerns
6. Track the Budget and schedule
7. Handle, track and respond to Requests for Information (RFI) from the Contractor. Issues related to the design will be forwarded to the design engineer for technical review and recommendations; Coastland will review administrative RFI's and confer with the District for final responses.
8. Handle, track and respond to submittals from the Contractor. Issues related to the design will be forwarded to the Design Engineer for technical review; Coastland will review administrative submittals.
9. Review progress pay requests for consistency with actual progress and contract requirements, prepare progress payment estimates for signatures, provide recommendation to District of payable amounts, and assist with preparation of check requests to District accounting manager
10. Review and process potential change orders (PCOs) and contract change orders (CCOs) for conformance with administrative requirements. Change order issues related to the design will be forwarded to the Design Engineer for technical review and recommendations.
11. Assist the District with preparation of the staff report for final acceptance and filing Notice of Completion.

Task 2 – Part Time Field Monitoring and Documentation

Coastland will provide part-time/as-needed monitoring of construction activities. As part of the field monitoring, Coastland will:

1. Maintain records and provide documentation of the work in the form of daily field reports (DFRs) which will include progress photographs of construction activities. DFRs will describe the observed level of effort by the contractor, specific work being performed, and relevant points raised by the contractor that may require consideration and response.

2. Document proposed change orders and claims, important conversations, safety issues or accidents, extra work in progress, information for "as-built" drawings, environmental concerns and hazardous materials as needed.
3. Collect and track material load tickets.
4. Monitor quantities and progress for comparison to planned contract values and projection of final quantities and cost-to-complete estimation.
5. Check concreted height of canal side-wall against plan requirements.
6. It is understood that no materials testing will be required or performed.

Assumptions: Coastland has walked the project alignment and observed a significant variation and undulation of the canal flowline grades in both the proposed project segments and the existing lined segments. Based on discussions with the District, it is understood that a balance will need to be struck between achieving a uniform (straight) flowline grade and managing the volume of shotcrete applied. Coastland understands that judgment calls for striking this balance can be made by District staff as field direction for construction.

Task 3 – Attendance at Progress Meetings as Needed

Coastland will attend and administer coordination and progress meetings on an as-needed basis. Meetings will be scheduled when needed to focus on completed and upcoming work, any construction delays, schedule updates, proposed changes, change orders, contractor's questions, public relations, safety and other concerns that are identified by a project team member. Coastland will work to foster honest, open communication at these weekly meetings which will help in timely resolution of any disputes and/or potential claims.

Task 4 – Project Close Out

At the end of the project, Coastland will generate a punch list and provide to the contractor. Coastland will review record drawings and coordinate any corrections with the contractor and designer until the record drawings are approved. Once all work has been completed to the District's satisfaction, Coastland will provide documentation to the District that the project is complete, prepare and recommend final payment and that the project is ready for acceptance. Coastland will assemble and deliver all project files to the District electronically at the end of the project.

EXHIBIT B

Rates

Role	Name	Rate	Hours	Total
Principal In Charge	Dane Schilling	\$195	4	\$ 780
QA/QC	Travis Williams	\$165	10	\$ 1,650
Resident Engineer	Asa Utterback	\$165	55	\$ 9,075
Field Administrator	Elaine Greif	\$140	220	\$30,800
Mileage		\$0.68	1,600	\$ 1,088
			Total	\$43,393

NOTES:

1. Hours and total fee are based on a 40-working day construction duration.
2. Certain field activities are subject to prevailing wage requirements.
3. Rates valid through 6/31/2020

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 20th day of February 2020, (the “Effective Date”) by and between the Georgetown Divide Public Utilities District, a California Public Utilities District (“District”), and Coastland Civil Engineering, Inc. (“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 On-Call Capital Project Management (the “Project”).

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 the Project 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 Project. 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 \$402,909, 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.

4. (NOT USED)

5. Term. This Agreement shall become effective on the Effective Date and will continue in effect through June 30, 2024 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 on the Project or on other matters pertaining to the Project, 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. (NOT USED)

10. 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.

11. 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 require 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.

12. 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 projects 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.

13. Compliance with Laws and Standards. Consultant shall ensure 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.

14. 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.

15. 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.

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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.

17. 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.

18. 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.

19. 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: Coastland Civil Engineering
1400 Neotomas Ave
Santa Rosa, CA 95405
Attention: John Wanger

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.

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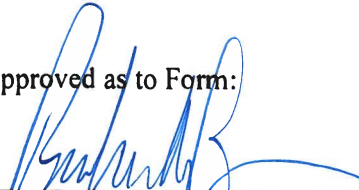
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last day and date below written.

DISTRICT:


GEORGETOWN DIVIDE PUBLIC
UTILITIES DISTRICT, a California Public
Utilities District

By: 
Steven V. Palmer, General Manager

Date: 2/18/2020

Approved as to Form:

Barbara A. Brenner, General Counsel

CONSULTANT:

By: 
Name: John Wanger, PE, CEO
Date: 2-18-20

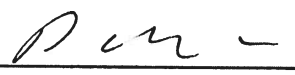
By: 
Name: Paul Wade, PE, Principal
Date: 02/18/20

EXHIBIT A

Services

The following scope of work was submitted with Coastland's original proposal as a template or example of the services to be provided in the management of a typical Capital Project. A specific scope of work will be prepared and agreed upon for each purchase/task order to be performed under this contract, along with a specific corresponding task order budget.

Scope of Work

Task 1: Project Management and Coordination

Coastland will provide overall contract management of the District's projects and will meet weekly with District staff to review CIP projects, prepare and ensure compliance with detailed project scopes, schedules, and budgets. Activities will include all tasks required to deliver a completed capital improvement project, including preparing requests for proposals for engineering design and other professional services, issuing the construction bid documents, and managing the construction bid process. Coastland places a high priority on ensuring our clients receive superior and timely service. To maintain this level of service, we have established internal procedures that ensure the work is being completed in a manner that is at or above industry standard, is accurate and is performed within budget and on schedule.

Task 2: Preliminary Engineering and Environmental

Coastland will identify any improvements needed for the projects and a draft cost for each improvement listed. We will review this list with the District staff to determine refinements, additions, changes and deletions. Also, we will obtain District staff input on the perceived priority of identified projects. Coastland will prepare the RFPs for engineering design services and will manage the project through final design and will prepare construction bid documents.

Coastland will work with a subconsultant to determine the level of required environmental review documentation. We will work with the environmental consultant to oversee the preparation and submittal of environmental documentation as needed to conform with the California Environmental Quality Act (CEQA), including the preparation of associated technical studies should detailed environmental work be required.

For each project, Coastland will prepare a schedule of permits and required timelines to ensure that all required permits are obtained prior to the start of construction. We will submit preliminary and final draft environmental documents to GDPUD for review and we will incorporate any comments made during the preliminary document review prior to submitting the final draft.

Task 4: Final Bid Phase & Bid Support

Coastland will assist the District with construction bidding and construction support. Coastland will coordinate the advertisement and distribution of bid documents to publications, builder's exchanges and contractors during the bidding period. In addition, we will provide bid assistance to the District to answer any questions that may arise during the bidding phase. This will include assisting the District in preparing and distributing addenda when appropriate. Coastland will review construction bids received to make sure they are reasonable and will review information submitted by the apparent low and second lowest bidder for technical accuracy, ensuring that all

forms are signed, and the contractor is in good standing with the State Contractor's Licensing Board. Coastland will make a recommendation to GDPUD for award of the construction contract and will prepare the staff report for award of the construction contract.

Task 5: Construction Support Services

Coastland's services during construction will include attending the preconstruction conference, reviewing project submittals, providing change order clarification when needed, observing construction activities as needed, and answering District inquiries and contractor requests for information.

Coastland will ensure each project is constructed consistent with the plans and specifications and work to resolve any potential conflicts. Coastland will visit project sites to better ascertain the conditions and constraints that may impact the scope and cost of the project.

EXHIBIT B

Rate Schedule

(Attached)

The attached Schedule of Hourly Rates shall be applicable to and used in all Task Orders. The attached schedule may be adjusted annually each July 1 by mutual agreement with the District.



COASTLAND

SCHEDULE OF HOURLY RATES

July 01, 2019 through June 30, 2020

PROFESSIONAL SERVICES

Principal Engineer	\$200-220/hour
Supervising Engineer	\$170-200/hour
Senior Engineer	\$155-180/hour
Associate Engineer	\$140-155/hour
Assistant Engineer	\$125-140/hour
Junior Engineer	\$115-130/hour
Engineering Assistant	\$120-150/hour
Senior Engineering Technician	\$140-160/hour
Engineering Technician	\$120-140/hour
Engineering Aide	\$95-115/hour
Resident Engineer	\$155-180/hour
Construction Manager	\$160-180/hour
Construction Inspector*	\$130-165/hour
Construction Administrator	\$85-95/hour
Building Plan Check Engineer/Architect	\$140-175/hour
Building Official and/or CASp	\$150-180/hour
Supervising Building Inspector	\$150-170/hour
Senior Building Inspector	\$120-145/hour
Building Inspector (I & II)	\$95-125/hour
Senior Plans Examiner	\$125-140/hour
Plans Examiner (I & II)	\$105-120/hour
Supervising Permit Technician	\$115-130/hour
Senior Permit Technician	\$95-115/hour
Permit Technician (I & II)	\$85-95/hour
Administrative	\$85-95/hour
VEHICLE	\$15-20/hour
MILEAGE	\$0.68/mile**
OUTSIDE SERVICES	Cost + 15%
MATERIALS	Cost + 15%

- Computer time is included in the hourly rates used above.
- When applicable, mileage or vehicle rates will be charged, but not both.
- * Includes services subject to prevailing wage rates.

PROFESSIONAL SERVICES AGREEMENTS

EIDE BAILLY, FORMERLY VAVINEK, TRINE, DAY & CO., LLP

- a) Professional Services Agreement with Vavinek, Trine, Day & Co., effective August 8, 2017.
- b) Amended PSA with Eide Bailly, LLP., effective May 20, 2020.

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 8 day of AUGUST 2017, (the “Effective Date”) by and between the Georgetown Divide Public Utilities District, a California Public Utilities District (“District”), and Vavrinek, Trine, Day & Co. a Limited Liability Partnership (“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 non-audit services to assist the District in reviewing and updating finance and accounting policies and procedures (the “Project”).

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 the Project 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 Project. 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 \$89,100, 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

{CW021899.1}

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.

4. Reimbursement. District shall pay Consultant for reimbursable expenses related to travel, lodging, conference calls, reproduction and other costs incurred related to Consultant's performance of the Services. Such reimbursable costs shall be invoiced and billed to the District on a monthly basis.

5. Term. This Agreement shall become effective on the Effective Date and will continue in effect 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 on the Project or on other matters pertaining to the Project, 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. Performance by Key Employee. Consultant has represented to District that Kristen West will be the person primarily responsible for the performance of the Services and all communications related to the Services. District has entered into this Agreement in reliance on that representation by Consultant.

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10. 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.

11. 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 require 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.

12. 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 projects by specialists in the Services to be provided. Consultant shall adhere to accepted professional

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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. All work or products completed by Consultant shall be completed using the best practices available for the profession and shall be free from any defects. Consultant agrees that, if a Service is not so performed, in addition to all of its obligations under this Agreement and at law, Consultant shall re-perform or replace unsatisfactory Service at no additional expense to District.

13. 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. Consultant shall comply with all ordinances, laws, orders, rules, and regulations, including the administrative policies and guidelines of District pertaining to the work.

14. 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.

15. 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. 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

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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.

D. 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.

16. Indemnification. Consultant hereby agrees to indemnify and hold harmless District, its agents, officers, employees and volunteers, against all liability, obligations, claims, loss, and expense (a) caused or created by Consultant, its subcontractors, or the agents or employees of either, whether negligent or not, pertaining to or related to 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, employees and volunteers harmless is not terminated by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

17. 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.

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18. 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.

19. 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: Vavrinek, Trine, Day & Co., LLP
251 River Plaza Drove, Suite 308
Sacramento, CA 95833
Attention: Joseph Aguilar

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.

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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.

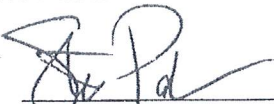
K. Headings Not Controlling. Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

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

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

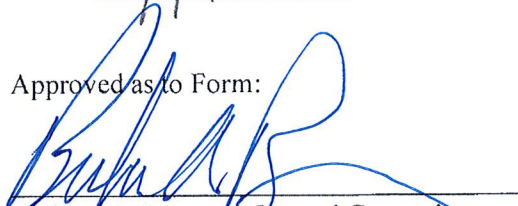
DISTRICT:

GEORGETOWN DIVIDE PUBLIC UTILITIES DISTRICT, a California Public Utilities District

By: 
Steven V. Palmer, General Manager


Date: 8/1/17

Approved as to Form:


Barbara A. Brenner, General Counsel

CONSULTANT:

Vavrinek Trine Day & Co. LLP
a
Limit Liability Partnership

By: 
Name: Joseph Aguilar

Date: 7/27/17

EXHIBIT A

Services

Vavrinek, Trine, Day & Co., LLP will provide finance and accounting services as directed by the General Manager. Consultant will provide personnel to function as finance/accounting manager for 8 to 16 hours per week, and assume an average of 12 hours per week. Services will include tasks typical of a finance/accounting manager, and are likely to include the following:

- Oversee and review various tasks needed to assist the District in closing the accounting records (“books”), preparing financial statements, etc. in preparation of the 2016-2017 financial audit. This will include inspecting and evaluating the condition of the “books of original entry” (eg. accounts payable, payroll, billing, etc.)
- Entering fiscal year 2017-2018 budgets into District accounting software and instructing District staff on same
- Ensuring contracts are properly encumbered in District accounting software and instructing District staff on same
- Assist with format and staff training for monthly budget to actual tracking and reports, monthly, quarterly, and annual financial reports to Board for FY2017-2018
- Assist in preparation of any FY2017-2018 budget amendments
- Assist in development of purchasing policy and Board adoption of uniform construction cost accounting act
- Develop purchase order format and assist in training staff in proper utilization and tracking
- Support preparation of FY2018-2019 budget and 5-year capital improvement plan



Fee/Price Proposal

Below is our estimated cost of this engagement.

Position	Hourly Rate 2016-17	2017-18	2018-19
- Partner	\$175	\$185	\$195
- Manager	\$160	\$165	\$170
- Supervisor	\$140	\$140	\$145
- Senior Accountant	\$100	\$100	\$105
- Staff Accountant	\$80	\$80	\$83

Annual Costs:

FY 2016-17	\$6,000	(Estimate for work to be performed in June 2017)
FY 2017-18	\$89,100	(Services to be billed monthly)
FY 2018-19	\$92,700	(Assumes 4% increase in contract price)

EXHIBIT B RATES



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/26/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kessler Alair Insurance Services, Inc License # OA 91387 12487 N. Mainstreet, Ste. 240 Rancho Cucamonga CA 91739	CONTACT NAME: Mary Strohman PHONE (A/C, No, Ext): (909) 931-1500 E-MAIL ADDRESS: mstrohman@kessleralair.com	FAX (A/C, No): (909) 932-2133													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A Everest Indemnity Ins Co</td> <td>10851</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A Everest Indemnity Ins Co	10851	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** 17/18 WC NO WOS **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	CA10003013171	5/13/2017	5/13/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder only.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

N Gonzalez/NICOLE

© 1988-2014 ACORD CORPORATION. All rights reserved.



VAVRTRI-01

AJ922628

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/15/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER License # 0E77964 Integro USA Inc., dba: Integro Insurance Brokers 3620 Birch Street Newport Beach, CA 92660	CONTACT NAME: Suzanne Posada	
	PHONE (A/C, No, Ext): 1 (949) 419-1644	FAX (A/C, No): 1 (949) 419-1674
	E-MAIL ADDRESS: suzanne.posada@integrogroup.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Federal Insurance Company	NAIC # 20281
	INSURER B : Navigators Insurance Company	42307
INSURED Vavrinek, Trine, Day and Company, LLP 10681 Foothill Blvd., Suite #300 Rancho Cucamonga, CA 91730	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	36029324WCE	05/13/2017	05/13/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/>			73593893	05/13/2017	05/13/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			79887380	05/13/2017	05/13/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	E&O Liability			CH17APL0BFDPVNV	01/01/2017	01/01/2018	Each Occurrence/Agg. 5,000,000
B	E&O Liability			CH17APL0BFDPVNV	01/01/2017	01/01/2018	Retention-Each Claim 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Errors & Omissions Liability - Claims Made - Full Prior Acts

Georgetown Divide Public Utility District, a California Public Utilities District is additional insured, per the attached form #80-02-2367 (Rev. 5-07) including primary and non-contributory coverage, to the extent required by written contract, subject to policy terms and conditions. Waiver of Subrogation applies on the General Liability, per the attached form #80-02-2000 (Rev. 4-01), to the extent required by written contract, subject to policy terms and conditions. 60 days notice of cancellation, 20 days for non-payment of premium, per the attached form #80-02-9717 (Rev. 9-15), to the extent required by written contract, subject to policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled **Other Insurance**.

Conditions

**Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization**

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative



Coverages

(continued)

Medical Expenses Coverage

Subject to all of the terms and conditions of this insurance, we will pay **medical expenses** for **bodily injury** caused by an accident to which this coverage applies:

- that takes place on premises rented to or owned by you; or
- in connection with your operations;

provided that such:

- accident occurs during the policy period;
- expenses are incurred and reported to us within three (3) years of the date of the accident; and
- person who sustained such **bodily injury** submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

We will make these payments regardless of fault.

We have no other obligation or liability under this coverage.

Investigation, Defense And Settlements

Subject to all of the terms and conditions of this insurance, we will have the right and duty to defend the **insured** against a **suit**, even if such **suit** is false, fraudulent or groundless.

If such a **suit** is brought, we will pay reasonable attorney fees and necessary litigation expenses to defend:

- the **insured**; and
- if applicable, the indemnitee of the **insured**, provided the obligation to defend, or the cost of the defense of, such indemnitee has been assumed by such **insured** in an **insured contract**.

Such attorney fees and litigation expenses will be paid as described in the Supplementary Payments section of this contract.

We have no duty to defend any person or organization against any **suit** seeking damages to which this insurance does not apply.

We may, at our discretion, investigate any **occurrence** or offense and settle any claim or **suit**.

Our duty to defend any person or organization ends when we have used up the applicable Limit Of Insurance.

Supplementary Payments

Subject to all of the terms and conditions of this insurance, we will pay, with respect to a claim we investigate or settle, or a **suit** against an **insured** we defend:

- A. the expenses we incur.
- B. the cost of:
 - 1. bail bonds; or
 - 2. bonds required to:
 - a. appeal judgments; or

Who Is An Insured

(continued)

Partnerships Or Joint Ventures

If you are a partnership (including a limited liability partnership) or a joint venture, you are an **insured**. Your members, your partners and their spouses are **insureds**; but they are **insureds** only with respect to the conduct of your business.

Limited Liability Companies

If you are a limited liability company, you are an **insured**. Your members and their spouses are **insureds**; but they are **insureds** only with respect to the conduct of your business. Your managers are **insureds**; but they are **insureds** only with respect to their duties as your managers.

Other Organizations

If you are an organization (including a professional corporation) other than a partnership, joint venture or limited liability company, you are an **insured**. Your directors and **officers** are **insureds**; but they are **insureds** only with respect to their duties as your directors or **officers**. Your stockholders and their spouses are **insureds**; but they are **insureds** only with respect to their liability as your stockholders.

Employees

Your **employees** are **insureds**; but they are **insureds** only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, no **employee** is an **insured** for:

A. bodily injury, advertising injury or personal injury:

1. to you, to any of your directors, managers, members, **officers** or partners (whether or not an **employee**) or to any co-**employee** while such injured person is either in the course of his or her employment or while performing duties related to the conduct of your business;
2. to the brother, child, parent, sister or spouse of such injured person as a consequence of any injury described in subparagraph A.1. above; or
3. for which there is any obligation to share damages with or repay someone else who must pay damages because of any injury described in subparagraphs A.1. or A.2. above.

With respect to **bodily injury** only, this limitation does not apply to:

- you or to your directors, managers, members, **officers**, partners or supervisors as **insureds**; or
- your **employees**, as **insureds**, with respect to such damages caused by cardio-pulmonary resuscitation or first aid services administered by such an **employee**; or

B. property damage to any property owned, occupied or used by you or by any of your directors, managers, members, **officers** or partners (whether or not an **employee**) or by any of your **employees**.

This limitation does not apply to **property damage** to premises while rented to you or temporarily occupied by you with permission of the owner.

Who Is An Insured

Vendors (continued)

Further, no person or organization from whom you have acquired **your products**, or any container, ingredient or part entering into, accompanying or containing **your products**, is an **insured** under this provision.

Lessors Of Equipment

Persons or organizations from whom you lease equipment are **insureds**; but they are **insureds** only with respect to the maintenance or use by you of such equipment and only if you are contractually obligated to provide them with such insurance as is afforded by this contract.

However, no such person or organization is an **insured** with respect to any:

- damages arising out of their sole negligence; or
- **occurrence** that occurs, or offense that is committed, after the equipment lease ends.

Lessors Of Premises

Persons or organizations from whom you lease premises are **insureds**; but they are **insureds** only with respect to the ownership, maintenance or use of that particular part of such premises leased to you and only if you are contractually obligated to provide them with such insurance as is afforded by this contract.

However, no such person or organization is an **insured** with respect to any:

- damages arising out of their sole negligence;
- **occurrence** that occurs, or offense that is committed, after you cease to be a tenant in the premises; or
- structural alteration, new construction or demolition operations performed by or on behalf of them.

Subsidiary Or Newly Acquired Or Formed Organizations

If there is no other insurance available, the following organizations will qualify as named **insureds**:

- a subsidiary organization of the first named **insured** shown in the Declarations of which, at the beginning of the policy period and at the time of loss, such first named **insured** controls, either directly or indirectly, more than fifty (50) percent of the interests entitled to vote generally in the election of the governing body of such organization; or
- a subsidiary organization of the first named **insured** shown in the Declarations that such first named **insured** acquires or forms during the policy period, if at the time of loss such first named **insured** controls, either directly or indirectly, more than fifty (50) percent of the interests entitled to vote generally in the election of the governing body of such organization.

Limitations On Who Is An Insured

- A. Except to the extent provided under the Subsidiary Or Newly Acquired Or Formed Organizations provision above, no person or organization is an **insured** with respect to the conduct of any person or organization that is not shown as a named **insured** in the Declarations.
- B. No person or organization is an **insured** with respect to the:
1. ownership, maintenance or use of any assets; or
 2. conduct of any person or organization whose assets, business or organization;

Limits Of Insurance

Each Occurrence Limit (continued)

If the applicable aggregate limit has been reduced to an amount that is less than the Each Occurrence Limit, the remaining amount of such aggregate limit is the most that will be available for any other payment.

Damage To Premises Rented To You Limit

Subject to the Each Occurrence Limit, the Damage To Premises Rented To You Limit is the most we will pay for the sum of damages for **property damage** to any one premises while rented to you or temporarily occupied by you with permission of the owner.

Medical Expenses Limit

Subject to the Each Occurrence Limit, the Medical Expenses Limit is the most we will pay for the sum of **medical expenses**, under Medical Expenses coverage, for **bodily injury** sustained by any one person.

Bodily Injury/Property Damage Exclusions

None of the following exclusions, except "Contracts", "Expected Or Intended Injury" and "Loss In Progress", apply to **property damage** to premises while rented to you or temporarily occupied by you with permission of the owner.

Aircraft, Autos Or Watercraft

This insurance does not apply to **bodily injury** or **property damage** arising out of the ownership, maintenance, use (use includes operation and **loading or unloading**) or entrustment to others of any:

- aircraft;
- **auto**; or
- watercraft;

owned or operated by or loaned or rented to any **insured**.

This exclusion does not apply to:

- A. a watercraft while ashore on premises owned by or rented to you;
- B. a watercraft you do not own, provided that it:
 - 1. is less than fifty-five (55) feet long; and
 - 2. does not transport persons or cargo for a charge;
- C. the parking of an **auto** on premises owned by or rented to you, provided the **auto** is not owned by or loaned or rented to you or the **insured**;
- D. the liability for damages assumed in an **insured contract** resulting from the ownership, maintenance or use, by others, of an aircraft or watercraft;
- E. the operation of the equipment described in subparagraphs F.2. or F.3. of the definition of **mobile equipment**; or
- F. an aircraft you do not own, provided that:
 - 1. the pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

**Bodily
Injured/Property
Damage Exclusions**

**Damage To Impaired
Property Or Property Not
Physically Injured
(continued)**

- delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms and conditions.

This exclusion does not apply to the loss of use of other tangible property resulting from sudden and accidental physical injury to **your product** or **your work** after it has been put to its intended use.

**Damage To Owned
Property**

This insurance does not apply to **property damage** to any property owned by you.

**Damage To Various
Property Of Others (Care,
Control Or Custody)**

This insurance does not apply to **property damage** to any:

- personal property loaned or rented to you;
- property held by you or on your behalf for sale or entrusted to you for safekeeping or storage;
- property on your premises for purposes of performing operations on such property by you or on your behalf;
- tools or equipment used by you or on your behalf in performing operations; or
- property in your care, control or custody that will be erected, installed or used in construction operations by you or on your behalf.

This exclusion does not apply to the liability for damages assumed in a sidetrack agreement.

Damage To Your Product

This insurance does not apply to **property damage** to **your product** arising out of it or any part of it.

Damage To Your Work

This insurance does not apply to **property damage** to **your work** arising out of it or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply if the damaged work or the work causing the damage was performed on your behalf by a subcontractor.

Employer's Liability

- A. This insurance does not apply to **bodily injury** to an **employee** of the **insured** arising out of and in the course of:
1. employment by the **insured**; or
 2. performing duties related to the conduct of the **insured's** business.
- B. This insurance does not apply to **bodily injury** to the brother, child, parent, sister or spouse of such **employee** as a consequence of any injury described in paragraph A. above.

This exclusion applies:

- whether the **insured** may be liable as an employer or in any other capacity; and
- to any obligation to share damages with or repay someone else who must pay damages because of any injury described in paragraphs A. or B. above.

**Advertising
Injury/Personal Injury
Exclusions**

Breach Of Contract

This insurance does not apply to **advertising injury** or **personal injury** arising out of breach of contract.

Continuing Offenses

This insurance does not apply to **advertising injury** or **personal injury** that arises out of that part of an offense that continues or resumes after the later of the end of the policy period of:

- A. this insurance; or
- B. a subsequent, continuous renewal or replacement of this insurance, that:
 - 1. is issued to you by us or by an affiliate of ours;
 - 2. remains in force while the offense continues; and
 - 3. would otherwise apply to **advertising injury** and **personal injury**.

Contracts

This insurance does not apply to **advertising injury** or **personal injury** for which the **insured** is obligated to pay damages by reason of assumption of liability in a contract or agreement.

This exclusion does not apply to the liability for damages:

- that such **insured** would have in the absence of such contract or agreement; or
- assumed in a written contract or agreement that is an **insured contract**, provided the **advertising injury** or **personal injury**, to which this insurance applies, is caused by an offense first committed after the execution of such contract or agreement.

Crime Or Fraud

This insurance does not apply to **advertising injury** or **personal injury** arising out of any criminal or fraudulent conduct committed by or with the consent or knowledge of the **insured**.

**Expected Or Intended
Injury**

This insurance does not apply to **advertising injury** or **personal injury** arising out of an offense, committed by or on behalf of the **insured**, that:

- is intended by such **insured**; or
- would be expected from the standpoint of a reasonable person in the circumstances of such **insured**;

to cause injury.

**Failure To Conform To
Representations Or
Warranties**

This insurance does not apply to **advertising injury** or **personal injury** arising out of the failure of goods, products or services to conform with any electronic, oral, written or other representation or warranty of durability, fitness, performance, quality or use.

Internet Activities

This insurance does not apply to **advertising injury** or **personal injury** arising out of:

- controlling, creating, designing or developing of another's Internet site;

**Medical Expenses
Exclusions**
(continued)

Nuclear Energy

This insurance does not apply to **medical expenses** arising out of **bodily injury** in any way related to the:

- **nuclear hazardous properties of nuclear material**; and
- operation of a **nuclear facility** by any person or organization.

**Products-Completed
Operations Hazard**

This insurance does not apply to **medical expenses** arising out of **bodily injury** included in the **products-completed operations hazard**.

**Workers' Compensation
Or Similar Laws**

This insurance does not apply to **medical expenses** arising out of **bodily injury** to any person, whether or not an **employee** of any **insured**, if benefits for such **bodily injury** are payable or must be provided under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

Policy Exclusions

Asbestos

- A. This insurance does not apply to **bodily injury, property damage, advertising injury or personal injury** arising out of the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of **asbestos**.
- B. This insurance does not apply to any loss, cost or expense arising out of any:
 - 1. request, demand, order or regulatory or statutory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **asbestos**; or
 - 2. claim or proceeding by or on behalf of a governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **asbestos**.

**Employment-Related
Practices**

- A. This insurance does not apply to any damages sustained at any time by any person, whether or not sustained in the course of employment by any **insured**, arising out of any employment-related act, omission, policy, practice or representation directed at such person, occurring in whole or in part at any time, including any:
 - 1. arrest, detention or imprisonment;
 - 2. breach of any express or implied covenant;
 - 3. coercion, criticism, humiliation, prosecution or retaliation;
 - 4. defamation or disparagement;
 - 5. demotion, discipline, evaluation or reassignment;
 - 6. discrimination, harassment or segregation;

Policy Exclusions

(continued)

Nuclear Energy

- A. This insurance does not apply to **bodily injury, nuclear property damage, advertising injury or personal injury**:
1. with respect to which any **insured** under this policy also has status as an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would have had status as an insured under any such policy but for its termination upon exhaustion of its limit of insurance; or
 2. arising out of the **nuclear hazardous properties of nuclear material** and with respect to which:
 - a. any person or organization is required to maintain financial protection pursuant to the United States of America Atomic Energy Act of 1954, or any law amendatory thereof; or
 - b. the **insured** is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. This insurance does not apply to **bodily injury, nuclear property damage, advertising injury or personal injury** arising out of the **nuclear hazardous properties of nuclear material**:
1. if the **nuclear material**:
 - a. is at any **nuclear facility** owned by, or operated by or on behalf of, any **insured**;
 - b. has been discharged or dispersed therefrom; or
 - c. is contained in **nuclear spent fuel** or **nuclear waste** at any time transported, handled, stored, disposed of, processed, treated, possessed or used by or on behalf of any **insured**; or
 2. in any way related to the furnishing by any **insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**. But if such facility is located within the United States of America (including its possessions or territories) or Canada, this subparagraph 2. applies only to **nuclear property damage** to such **nuclear facility** and any property thereat.

Pollution

- A. This insurance does not apply to **bodily injury, property damage, advertising injury or personal injury** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:
1. at or from any premises, site or location which is or was at any time owned or occupied by, or loaned or rented to, any **insured**;
 2. at or from any premises, site or location which is or was at any time used by or for any **insured** or others for the handling, storage, disposal, processing or treatment of waste;

Policy Exclusions

Pollution (continued)

2. claim or proceeding by or on behalf of a governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**.

Paragraph B, above does not apply to the liability for damages, for **property damage**, that the **insured** would have in the absence of such request, demand, order or regulatory or statutory requirement, or such claim or proceeding by or on behalf of a governmental authority.

This exclusion does not apply to the liability for damages, for **property damage**, to premises while rented to you or temporarily occupied by you with permission of the owner and caused by a **hostile fire**, explosion, smoke or leakage from fire protective equipment.

This exclusion applies regardless of whether or not the pollution was accidental, expected, gradual, intended, preventable or sudden.

Recall Of Products, Work Or Impaired Property

This insurance does not apply to any damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- **your product;**
- **your work;** or
- **impaired property;**

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

Workers' Compensation Or Similar Laws

This insurance does not apply to any obligation of the **insured** under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

Conditions

Arbitration

We are entitled to exercise all of the **insured's** rights in the choice of arbitrators and in the conduct of any arbitration proceeding, except when the proceeding is between us and the **insured**.

Bankruptcy

Bankruptcy or insolvency of the **insured** or of the **insured's** estate will not relieve us of our obligations under this insurance.

Conditions

Duties In The Event Of Occurrence, Offense, Claim Or Suit (continued)

- F. Knowledge of an **occurrence** or offense by an agent or **employee** of the **insured** will not constitute knowledge by the **insured**, unless an **officer** (whether or not an **employee**) of any **insured** or an **officer's** designee knows about such **occurrence** or offense.
- G. Failure of an agent or **employee** of the **insured**, other than an **officer** (whether or not an **employee**) of any **insured** or an **officer's** designee, to notify us of an **occurrence** or offense that such person knows about will not affect the insurance afforded to you.
- H. If a claim or loss does not reasonably appear to involve this insurance, but it later develops into a claim or loss to which this insurance applies, the failure to report it to us will not violate this condition, provided the **insured** gives us immediate notice as soon as the **insured** is aware that this insurance may apply to such claim or loss.

Legal Action Against Us

No person or organization has a right under this insurance to:

- join us as a party or otherwise bring us into a **suit** seeking damages from an **insured**; or
- sue us on this insurance unless all of the terms and conditions of this insurance have been fully complied with.

A person or organization may sue us to recover on an **agreed settlement** or on a final judgment against an **insured** obtained after an actual:

- trial in a civil proceeding; or
- arbitration or other alternative dispute resolution proceeding;

but we will not be liable for damages that are not payable under the terms and conditions of this insurance or that are in excess of the applicable Limits Of Insurance.

Other Insurance

If other valid and collectible insurance is available to the **insured** for loss we would otherwise cover under this insurance, our obligations are limited as follows.

Primary Insurance

This insurance is primary except when the Excess Insurance provision described below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in the Method of Sharing provision described below.

Excess Insurance

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis:

- A. that is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar insurance for **your work**;
- B. that is insurance that applies to **property damage** to premises rented to you or temporarily occupied by you with permission of the owner;
- C. if the loss arises out of aircraft, **autos** or watercraft (to the extent not subject to the Aircraft, Autos Or Watercraft exclusion);

Conditions

(continued)

***Transfer Or Waiver Of
Rights Of Recovery
Against Others***

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the **insured** has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the **insured's** rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

This condition does not apply to **medical expenses**.

Definitions

(continued)

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Impaired Property

Impaired property means tangible property, other than **your product** or **your work**, that cannot be used or is less useful because:

- it incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate or dangerous; or
- you have failed to fulfill the terms or conditions of a contract or agreement;

if such property can be restored to use by:

- the repair, replacement, adjustment or removal of **your product** or **your work**; or
- your fulfilling the terms or conditions of the contract or agreement.

Insured

Insured means a person or an organization qualifying as an **insured** in the Who Is An Insured section of this contract.

Insured Contract

Insured contract:

A. means:

1. a lease of premises;
2. a sidetrack agreement;
3. an easement or license agreement;
4. an obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. an elevator maintenance agreement; or
6. any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for such municipality) in which you assume the tort liability of another person or organization to pay damages, to which this insurance applies, sustained by a third person or organization.

B. does not include that part of any contract or agreement that indemnifies an architect, engineer or surveyor for damages arising out of:

1. preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, field orders, change orders, designs or specifications; or
2. giving directions or instructions, or failing to give them.

Definitions

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

**Mobile Equipment
(continued)**

- D. vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - 1. power cranes, shovels, loaders, diggers or drills; or
 - 2. road construction or resurfacing equipment such as graders, scrapers or rollers;
- E. vehicles not described in subparagraphs A., B., C. or D. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - 1. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - 2. cherry pickers and similar devices used to raise or lower workers; and
- F. vehicles not described in subparagraphs A., B., C. or D. above maintained primarily for purposes other than the transportation of persons or cargo.

Mobile equipment does not include self-propelled vehicles with the following types of permanently attached equipment, and such vehicles will be considered **autos**:

- 1. equipment designed primarily for:
 - a. snow removal;
 - b. road maintenance, but not construction or resurfacing; or
 - c. street cleaning;
- 2. cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- 3. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

Nuclear Facility

Nuclear facility means any:

- A. **nuclear reactor**;
- B. equipment or device designed or used for:
 - 1. separating the isotopes of plutonium or uranium;
 - 2. processing or utilizing **nuclear spent fuel**; or
 - 3. handling, processing or packaging **nuclear waste**;
- C. equipment or device used for the processing, fabricating or alloying of **nuclear material**, if at any time the total amount of such material in the custody of the **insured** at the premises where such equipment or device is located consists of or contains more than:
 - 1. twenty-five (25) grams of plutonium or uranium 233, or any combination thereof; or
 - 2. two-hundred-fifty (250) grams of uranium 235; or

Definitions

(continued)

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Personal Injury

Personal injury means injury, other than **bodily injury, property damage** or **advertising injury**, caused by an offense of:

- A. false arrest, false detention or other false imprisonment;
- B. malicious prosecution;
- C. wrongful entry into, wrongful eviction of a person from or other violation of a person's right of private occupancy of a dwelling, premises or room that such person occupies, if committed by or on behalf of its landlord, lessor or owner;
- D. electronic, oral, written or other publication of material that:
 1. libels or slanders a person or organization (which does not include disparagement of goods, products, property or services); or
 2. violates a person's right of privacy; or
- E. discrimination, harassment or segregation based on a person's age, color, national origin, race, religion or sex.

Pollutants

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Products-Completed Operations Hazard**Products-completed operations hazard:**

- A. includes all **bodily injury** and **property damage** taking place away from premises owned or occupied by or loaned or rented to you and arising out of **your product** or **your work**, except:

1. products that are still in your physical possession; or
2. work that has not yet been completed or abandoned.

Your work will be deemed completed when:

- all of the work called for in your contract or agreement has been completed.
- all of the work to be performed at the site has been completed, if your contract or agreement calls for work at more than one site.
- that part of the work completed at a site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- B. does not include **bodily injury** or **property damage** arising out of:
1. the transportation of property, unless the injury or damage results from a condition in or on a vehicle not owned or operated by or loaned or rented to you and that condition was created by the **loading or unloading** of that vehicle by any **insured**;

Definitions

(continued)

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Your Work**Your work:**

A. means any:

1. work or operations performed by:
 - a. you or on your behalf; or
 - b. a person or organization whose assets or business you have acquired; and
2. materials, parts or equipment furnished in connection with such work or operations.

B. includes:

1. representations or warranties made at any time with respect to the durability, fitness, performance, quality or use of **your work**; and
2. the providing of or failure to provide instructions or warnings.

Conditions

Cancellation (continued)

- (2) you or your representative in pursuing a claim under this policy.
- 2. 60 days before the effective date of cancellation if we cancel for any other reason.

B. **All Policies In Effect For More Than 60 Days**

- 1. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy or any of its individual coverages only upon the occurrence, after the effective date of the policy, of one or more of the following:
 - a. Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.
 - b. Discovery of fraud or material misrepresentation by:
 - (1) any insured or his or her representative in obtaining this insurance; or
 - (2) you or your representative in pursuing a claim under this policy.
 - c. A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.
 - d. Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.
 - e. Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
 - f. A determination by the Commissioner of Insurance that the:
 - (1) loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or
 - (2) continuation of the policy coverage would place us in violation of California law or the laws of the state where we are domiciled or threaten our solvency.
 - g. A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.
- 2. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation and effective date of cancellation to the first named insured at the mailing address shown on the policy and to the producer of record at least:
 - a. 20 days before the effective date of cancellation if we cancel for a reason listed in B.1.a. or b. above; or
 - b. 60 days before the effective date of cancellation if we cancel for any other reason listed in paragraph B.1.

Conditions

Nonrenewal (continued)

B. This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under this policy:

1. We may elect not to renew such coverage for any reason, except as provided in 2. through 4. below.
2. We will not refuse to renew such coverage solely because the first named insured has accepted an offer of earthquake coverage.

However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first named insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

- a. the nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;
- b. the Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or
- c. we have:
 - (1) lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or
 - (2) experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and

the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.

3. We will not refuse to renew such coverage solely because the first named insured has cancelled or did not renew a policy, issued by the California Earthquake Authority that included an earthquake policy premium surcharge.
4. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This restriction (4.) applies only if the coverage provided under this policy excludes loss or damage caused by or resulting from corrosive soil conditions.

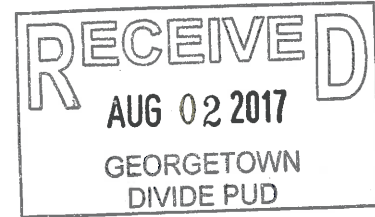
C. We are not required to send notice of nonrenewal in the following situations:

1. If the transfer or renewal of a policy, without any changes in terms, conditions, or rates, is between us and a member of our insurance group.
2. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with paragraph A.



Vavrinek, Trine, Day & Co., LLP
Certified Public Accountants

VALUE THE DIFFERENCE



DATE: July 31, 2017

TO: Mr. Steven Palmer, PE
General Manager
Georgetown Divide Public Utility District
P.O. Box 4240
Georgetown, CA 95634

(530) 333-4356

FROM: Joe Aguilar, Partner
Vavrinek, Trine, Day & Co., LLP

SUBJECT: Signed PSA and Certificate of Insurance

ENCLOSED PLEASE FIND: PSA - 1 original signed copy
COI - 1 printed copy

- For your files.
- For your information.
- In accordance with your request.
- Please sign all copies, retain a copy for your files, and return one copy to our office.
- For your distribution.
- Please find enclosed per our discussion.
- Please advise me how you wish to proceed.
- Please sign, date and return copy to acknowledge receipt.

Should you need anything further, please contact Christine Endres by phone at (916) 570-1880 or via e-mail at cendres@vtdcpa.com.

AMENDED PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this ___ day of 2020, (the “Effective Date”) by and between the Georgetown Divide Public Utilities District, a California Public Utilities District (“District”), and Eide Bailly, LLP (“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 non-audit services to assist the District in reviewing and updating finance and accounting policies and procedures (the “Project”).

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 the Project 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 Project. 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 \$231,960, 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 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 on the Project or on other matters pertaining to the Project, 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. Performance by Key Employee. Consultant has represented to District that Kristen West will be the person primarily responsible for the performance of the Services and all communications related to the Services. District has entered into this Agreement in reliance on that representation by Consultant.

10. 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.

11. 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 require 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.

12. 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 projects 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. All work or products completed by Consultant shall be completed using the best practices available for the profession and shall be free from any defects. Consultant agrees that, if a Service is not so performed, in addition to all of its obligations

under this Agreement and at law, Consultant shall re-perform or replace unsatisfactory Service at no additional expense to District.

13. 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. Consultant shall comply with all ordinances, laws, orders, rules, and regulations, including the administrative policies and guidelines of District pertaining to the work.

14. 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.

15. 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.

16. Indemnification. Consultant hereby agrees to indemnify and hold harmless District, its agents, officers, employees and volunteers, against all liability, obligations, claims, loss, and expense (a) caused or created by Consultant, its subcontractors, or the agents or employees of either, whether negligent or not, pertaining to or related to 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, employees and volunteers harmless is not terminated by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

17. 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.

18. 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.

19. 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: Eide Bailly, LLP
2151 River Plaza Drive, Suite 308
Sacramento CA 95833
Attention: Joseph Aguilar

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: Jeff Nelson
Jeff Nelson, Interim General Manager

Date: 27 MAR 20

CONSULTANT:

Eide Bailly , LLP
Limited Liability Partnership

By: Joe Aguilar

Name: Joe Aguilar

Date: March 4, 2020

Approved as to Form:

Barbara A. Brenner, General Counsel

EXHIBIT A

Services

Specific services to be provided follow. Any additional services requested, other than routine advice and training will require an amendment of this agreement:

- Update accounting records and prepare journal entries related to routine and year end accounting
- Prepare schedules related to the interim and year end audit
- Assist in drafting annual financial statements
- Assist the District by documenting recommended changes to procedures and accounting practices for better controls and efficiencies purposes
- Assist with other related accounting work as directed by the General Manager

EXHIBIT B

Rates

<u>VTD Staff Hourly Rate</u>	
Partner	\$205
Senior Manager	\$175
Manager	\$165
Supervisor	\$145
Senior Accountant	\$110
Staff Accountant	\$85

PROFESSIONAL SERVICES AGREEMENTS

GLORIA OMANIA

- a) Professional Services Agreement, effective July 15, 2020.
- b) Resolution 2021 extending PSA to December 31, 2021.
- c) Letter, dated December 30, 2021, extending term of January 11, 2021.

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

PROFESSIONAL SERVICES AGREEMENT

**with Gloria R. Omania, Independent Contractor,
for Grants/Contracts Management and Public Information Development Services**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 15th day of July 2020, (“Effective Date”) by and between the Georgetown Divide Public Utilities District, a California Public Utilities District (“District”), and Gloria Omania, an independent contractor (“Contractor”). District and Contractor 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 seeks to hire an independent contractor to provide the District with loans/grants/contracts management, public information and community outreach services, and other related special projects that are outside the usual course of the District’s business; and

B. Contractor has worked for the District through an agreement with MJT Enterprises (dba as Blue Ribbon Personnel Services) since May 26, 2016, and that association with the District in addition to other work experience provides Contractor with the skills and knowledge necessary to perform the required work; and

C. District shall retain Contractor’s Services subject to the restrictions as set forth in this Agreement and those established under Government Code Section 7522.56, providing guidelines for retired annuitants to continue Working for a California Public Employees’ Retirement System (“CalPERS”) contractor agency such as the District;

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

AGREEMENT

Section 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 18 of this Agreement, Section 1 through 20 shall prevail.

Section 2 – Scope of Work

Contractor agrees to provide the Services relating to loans/grants/contracts management and public information program activities including, but not limited to, preparation of required reports and documents related to grants, contracts and loans, coordination of special events,

development of a public information program and other special projects not currently performed by District employees.

Section 3 – Term

District and Contractor agree that this Agreement shall be in effect for a one-year period beginning July 15, 2020 and ending July 15, 2021. Contractor shall not exceed Nine Hundred Sixty (960) working hours for the District during the CalPERS Fiscal Year (July 1 - June 30).

Section 4 – Compensation

- A. District agrees to pay, and Contractor agrees to accept on a time and materials basis an amount not to exceed \$43,200, for the completion of services identified in the Scope of Work (Section 2). The services shall be compensated at a rate of \$45 per hour plus mileage at \$0.56/mile or the Federal rate. The total amount is not to exceed \$43,200, unless amended by both parties in writing.
- B. The Contractor shall submit monthly billing invoices to the District identifying the number of hours worked and the specific services provided.
- C. The granting of any payment by the District, or the receipt thereof by Contractor, or any inspection, review, approval or oral statement by any representative of the District, or State certification, shall not, in any way, waive, limit, or replace any certification or approval procedures normally required or lessen the liability of Contractor to re-perform or replace unsatisfactory Service, including but not limited to cases where the unsatisfactory character of such Service may not have been apparent or detected at the time of such payment, inspection, review or approval.
- D. Nothing in this Agreement shall constitute a waiver or limitation of any right, remedy, whether in equity or at law, which the District may have pursuant to this Agreement or any applicable law. All rights and remedies of the District, whether under this Agreement or applicable law, shall be cumulative.

Section 5 – Termination of Agreement

Either Party may terminate this Agreement or any part thereof at any time upon ten (10) days written notice. In the event of any such termination, the Contractor is to be fairly compensated for all work performed to the date of termination, and the District shall be entitled to all work performed.

If the District fails to pay the Contractor within sixty (60) days of the date provided for any payments hereunder, the District agrees that the Contractor shall have the right to consider such default a breach of this Agreement, and Contractor may terminate its duties under this Agreement upon ten (10) days written notice.

Section 6 – Miscellaneous Provisions

- A. Contracting Standard: The Contractor represents and warrants to the District that she is fully experienced and properly qualified to perform Services called for herein.

- B. Contractor is Independent Contractor: The Contractor does not report to the District's General Manager, nor is Contractor a supervisor of or subordinate to any District employee. The Contractor shall finance its own operations hereunder, with the exception of District-provided office space, and shall operate as an independent contractor and not as an agent or employee of the District, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. The District shall provide the Contractor with office space within the District Office, located at 6425 Main Street, Georgetown, CA 95634, dedicated for the sole purpose of conducting District business.
- C. Contractor's Records: The Contractor shall maintain and make available for inspection by the District and its auditors accurate records of its costs, disbursements, and receipts with respect to any Services under this Agreement that is to be compensated for on the basis of the Contractor's costs. Such inspections may be made during regular office hours at any time until six (6) months after the final payment under this Agreement is made to the Contractor.
- D. Ownership of Data and Reports: All reports and all data compiled and used in the performance of this Agreement shall be the property of the District.
- E. Responsibility for Changes in Work: If the District makes any changes in the work performed by the Contractor hereunder which affect the Contractor's Services, District shall waive any and all liability arising out of such changes as against the Contractor, and the District shall assume all responsibility for such changes, unless the District has given the Contractor prior notice and has received from the Contractor written consent for such changes.
- F. Arbitration: All questions between the Parties as to their rights and obligations under this Agreement are subject to arbitration if agreed to by both Parties. In case of any dispute, either Party may request arbitration by submitting a written request for arbitration to the other Party. If the other Party agrees to arbitration, the disputed matter shall be referred to and decided by two competent persons who are experts in the subject matter of the dispute, one to be selected by the District and the other by the Contractor. In case these two experts cannot agree, they shall select a third arbitrator and the decision of any two of them shall be binding on both Parties.
- G. Assignment: This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the Parties; however, no assignment or subcontract by one Party shall be valid without the prior written consent of the other Party.
- H. Invalidity of Contract Provisions: Should any provision of this contract be found or deemed to be invalid, this Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end, the provisions of this contract are declared to be severable.
- I. Place of Making and Performance of Contract: This Agreement shall be deemed to have been made in El Dorado County, California, and the Services required to be performed in El Dorado County, California.

- J. Financial Disclosure: The Contractor shall make all disclosures required by the District's Conflict of Interest Code in accordance with the Contractor category designed by the District, unless the District's General Manager determines in writing that the Contractor's duties are more limited in scope than is warranted by the Contractor category and that a narrower disclosure category should apply. The Contractor also agrees to make disclosure in compliance with the District's Conflict of Interest Code if., at the time after the execution of this Agreement, Contractor's duties under this Agreement warrant greater disclosure by Contractor than was originally contemplated. The Contractor shall make disclosures in the time, place and manner set forth in the District's Conflict of Interest Code and as directed by the District.
- K. Retired Annuitant Requirements: By signing this Agreement, Contractor certifies that there has been a One Hundred Eighty (180) day gap between the date of the retirement and the Effective Date. Contractor certifies that she has not received any unemployment insurance payment from a public employer within the twelve (12) months prior to the Effective Date of this Agreement.

Section 8 – Conformity with Law and Safety

Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the Scope of Services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, the California Building Code, the American with Disabilities Act, any copyright, patent or trademark law and all other applicable federal, state, municipal and local safety regulations, appropriate trade association safety standards, and appropriate equipment manufacturer instructions. All Services performed by Contractor must be in accordance with these laws, ordinances, codes and regulations. Contractor's failure to comply with any laws, ordinances, codes or regulations applicable to the performance of the Services hereunder may constitute a breach of contract. Should the District discover a violation of any of the applicable laws, ordinances, codes or regulations referred to herein, the District shall give written notice of such violation to the Contractor, and Contractor shall have a reasonable time to cure such violation. In cases where standards conflict, the standard providing the highest degree of protection shall prevail.

If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Contractor shall immediately notify the District's General Manager by telephone. If any accident occurs in connection with this Agreement, Contractor shall promptly submit a written report to the District, in such form as the District may require. This report shall include the following information: (a) name and address of the injured or deceased person(s); (b) name and address of the Contractor's subcontractor, if any; (c) name and address of Contractor's liability insurance carrier; and (d) a detailed description of the accident, including whether any of the District's equipment, tools or materials were involved.

Section 9 – Indemnification by Contractor

Contractor agrees to indemnify the District and its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives from any and all claims, costs, and liability for claims of damage, for any property damage or personal injury, including death, which may arise as a result of any negligent or grossly negligent acts or omissions by Contractor or Contractor's contractors, subcontractors, agents, or employees in connection with the Agreement.

Section 10 – Notices

Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service, addressed to the parties as follows:

To District: Jeff Nelson, Interim General Manager
Georgetown Divide Public Utility District
P.O. Box 4240
6425 Main Street
Georgetown, CA 95634

With a courtesy copy to: Barbara A. Brenner, Esq.
Churchwell White LLP
1414 K Street, 3rd Floor
Sacramento, CA 95814

To Contractor: Gloria R. Omania
Independent Contractor
4780 Mountain View Drive
Lotus, CA 95651

Nothing hereinabove shall prevent either District or Contractor from personally delivering any such notice to the other.

Section 11 – Jurisdiction

Except as otherwise specifically provided, this Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in California. In the event of a dispute, venue in any court action shall be the County of El Dorado.

Section 12 – Integration

This agreement, together with its specific references, attachments and exhibits constitutes the entire Agreement of District and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both Parties.

Section 13 – Non-Discrimination

In connection with the performance of Contractor pursuant to this Agreement, Contractor will not willfully discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, sex, age, disability, genetic information, marital status, amnesty, ancestry, national origin, or status as a covered veteran in accordance with applicable federal or state statutes. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, gender, sexual orientation, sex, age, disability, genetic information, marital status, amnesty, ancestry, national origin, or status as a covered veteran. Such action shall include, but not be limited to, the following: employment, upgrading or promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship

Section 14 – Waiver

No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

Section 15 – Authority

All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by the state or federal law in order to enter into the Agreement have been fully complied with. Further, by entering into this Agreement, either Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

Section 16 – Drafting and Ambiguities

Each Party acknowledges that it has reviewed this Agreement with its own legal counsel, and based upon the advice of that counsel, freely entered into this Agreement. Each Party has participated fully in the review and revision of this Agreement. Any rule of construction that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

Section 17 – Counterparts

This Agreement may be executed simultaneously, and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

Section 18 – Attorney’s Fees and Costs

If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney’s fees and costs, which may be set by the court in the same action or in a separate

action brought for that purpose, in addition to any other relief to which such Party may be entitled.

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: Jeff Nelson
Jeff Nelson, Interim General Manager

Date: 31 July 2020

Approved as to Form:

Barbara A. Brenner, General Counsel

Date: _____

CONTRACTOR:

Gloria R. Omania, Independent Contractor

By: Gloria R. Omania
Gloria Omania

Date: 7-31-2020



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

July 22, 2020

Georgetown Divide Public Utility
District
PO Box 4240
GEORGETOWN CA 95634-4240

Account Information:

Policy Holder Details :	Gloria Omania
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Contact Us

Business Service Center
Business Hours: Monday - Friday
(7AM - 7PM Central Standard Time)
Phone: (866) 467-8730
Fax: (888) 443-6112
Email: agency.services@thehartford.com
Website: <https://business.thehartford.com>

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,
Your Hartford Service Team



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/22/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USAA INSURANCE AGENCY INC/PHS 65814991 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME: PHONE (866) 467-8730 (A/C, No, Ext): FAX (888) 443-6112 (A/C, No): E-MAIL ADDRESS:
INSURER(S) AFFORDING COVERAGE	

INSURED Gloria Omanla 4780 MOUNTAIN VIEW DR LOTUS CA 95651-9743	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">INSURER A :</td> <td style="width: 70%;">Sentinel Insurance Company Ltd.</td> <td style="width: 20%; text-align: center;">NAIC# 11000</td> </tr> <tr> <td>INSURER B :</td> <td></td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER A :	Sentinel Insurance Company Ltd.	NAIC# 11000	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
INSURER A :	Sentinel Insurance Company Ltd.	NAIC# 11000																	
INSURER B :																			
INSURER C :																			
INSURER D :																			
INSURER E :																			
INSURER F :																			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			65 SBM AB6038	07/23/2020	07/23/2021	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	<input checked="" type="checkbox"/> General Liability						MED EXP (Any one person)	\$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE	\$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	\$2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	ANY AUTO						BODILY INJURY (Per person)	
	ALL OWNED AUTOS	<input type="checkbox"/>	SCHEDULED AUTOS				BODILY INJURY (Per accident)	
	HIRED AUTOS	<input type="checkbox"/>	NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE	
							AGGREGATE	
	DED		RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTHER
							E.L. EACH ACCIDENT	
							E.L. DISEASE -EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Those usual to the Insured's Operations.

CERTIFICATE HOLDER Georgetown Divide Public Utility District PO Box 4240 GEORGETOWN CA 95634-4240	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Susan D. Castaneda</i>
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RESOLUTION NO. 2021-31
OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
AMENDING PROFESSIONAL SERVICES AGREEMENT
WITH GLORIA OMANIA FOR ADMINISTRATIVE ANALYST SERVICES

WHEREAS, Gloria Omania has been assigned to the Georgetown Divide Public Utility District since May 26, 2016, through a Professional Services Agreement with MJT Enterprises, dba as Blue Ribbon Personnel Services (BRPW); and

WHEREAS, on July 14, 2020, the Board of Directors adopted Resolution 2020-34 approving a Professional Service Agreement with Gloria Omania for administrative analyst services for the period beginning July 15, 2020, until July 15, 2021, for an amount not to exceed \$43,200; and

WHEREAS, when the District's Board Clerk resigned in January of 2020, Ms. Omania was asked to fill in as Interim Board Clerk to perform routine duties and special projects including the updating of the Standard Operating Procedures for the Board Clerk position, assisting in the recruitment and training when the new Board Clerk is hired; and coordinating the implementation and training for the Granicus meetings management program; and

WHEREAS, the District has deemed it necessary to extend Ms. Omania's Agreement to allow for the completion of special projects.


NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THAT Amendment 1 (Exhibit A) to the Professional Service Agreement with Gloria Omania is approved for administrative analyst services be extended to December 31, 2021, for an amount not to exceed \$21,600 for the six-month period.

PASSED AND ADOPTED by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the 13th day of July 2021, by the following vote:

AYES: THORNBROUGH, MACDONALD, SEAMAN, STEWART,
SAUNDERS

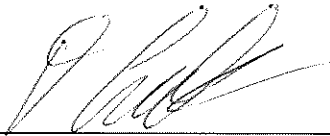
NOES: None.

ABSENT/ABSTAIN: None.



Michael Saunders, President, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

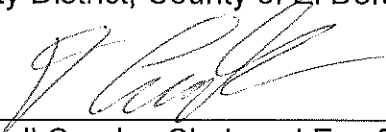
Attest:



Darrell Creeks, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

CERTIFICATION

I hereby certify that the foregoing is a full, true, and correct copy of Resolution 2021-31 duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this 13th day of July 2021.



Darrell Creeks, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Date 12/30/2021

Gloria Omania
4780 Mountain View Drive
Lotus, CA 95651

RE: Notice of Intent to Extend Independent Contractor Professional Services Agreement

Dear Ms. Omania,

Your current Independent Contractor Professional Services Agreement ("Agreement") expires on December 31, 2021. By this writing, the Georgetown Divide Public Utilities District evidences its intent to place the subject of an extension of your current Agreement before the Board of Directors at its next regular meeting on January 11, 2022.

Further, please receive this writing as an offer to have you continue working under the same (soon-to-be-expired) Agreement until January 11, 2022, with the anticipation that the Board will approve a resolution to formally extend or renew your Agreement at the meeting on that date. It would be expected that you would continue all of your typical duties and bill the District for your time as you have been doing under the Agreement. If you agree to continue to work under the same terms and conditions, please sign below and this will become part of the District's records.

Thank you very much for all you do for the District. I look forward to continuing to work with you in the future.

Very truly yours,

Adam Coyan, GM

So agreed:

 12/30/21

Gloria Omania, Independent Contractor

 12/30/21

Adam Coyan, General Manager

PROFESSIONAL SERVICES AGREEMENTS

LANCE SOLL & LUNGHARD, LLC

- a) Professional Services Agreement, effective April 10, 2018.
- b) Amendment 1 to PSA, effective July 14, 2021.

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 10th day of April 2018, (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 the preparation of financial audits for the fiscal years ending June 30, 2018, 2019, and 2020 (The “Project”).

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 the Project 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 Project. 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 \$65,835.00, 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 the 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 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 on the Project or on other matters pertaining to the Project, 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. Performance by Key Employee. Consultant has represented to District that Ken Macias will be the person primarily responsible for the performance of the Services and all communications related to the Services. District has entered into this Agreement in reliance on that representation by Consultant.

10. 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.

11. 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 require 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.

12. 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 projects 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. All work or products completed by Consultant shall be completed using the best practices available for the profession and shall be free from any defects. Consultant agrees that, if a Service is not so performed, in addition to all of its obligations

under this Agreement and at law, Consultant shall re-perform or replace unsatisfactory Service at no additional expense to District.

13. 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. Consultant shall comply with all ordinances, laws, orders, rules, and regulations, including the administrative policies and guidelines of District pertaining to the work.

14. 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.

15. 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.

16. Indemnification. Consultant hereby agrees to indemnify and hold harmless District, its agents, officers, employees and volunteers, against all liability, obligations, claims, loss, and expense (a) caused or created by Consultant, its subcontractors, or the agents or employees of either, whether negligent or not, pertaining to or related to 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, employees and volunteers harmless is not terminated by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

17. 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.

18. 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.

19. 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: Kenneth Macias
Lance, Soll & Lunghard, LLP
2151 River Plaza Drive Suite 150
Sacramento, CA 95833

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.

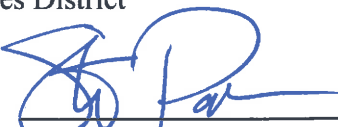
L. Time is of the Essence. Time is of the essence in this Agreement for each covenant and term of a condition herein.

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.

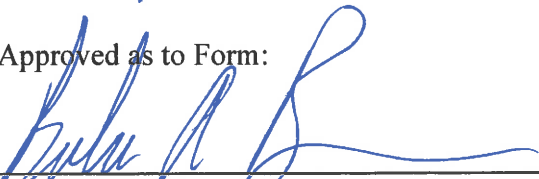
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last day and date below written.

DISTRICT:

GEORGETOWN DIVIDE PUBLIC
UTILITIES DISTRICT, a California Public
Utilities District

By: 
Steven V. Palmer, General Manager

Date: 4/10/18

Approved as to Form:

Barbara A. Brenner, General Counsel

CONSULTANT:

Kenneth Macias
Lance, Soll, & Lunghard, LLP

By: 
Kenneth Macias

Date: April 4, 2018

EXHIBIT A

Services

SERVICES TO BE PERFORMED

1. LSL will perform a financial and compliance audit to determine (a) whether the combined financial statements of the District fairly present the financial position and the results of financial operations in accordance with generally accepted accounting principles, and (b) whether the District has complied with laws and regulations that may have a material effect upon the financial statements.

2. LSL will prepare the Financial Statements.

3. LSL will examine the District's internal accounting controls and accounting procedures and render written reports of their findings and recommendations to the General Manager. The examination shall be made and reports rendered in accordance with generally accepted government auditing standards. In addition, the auditors shall communicate any reportable conditions found during the audit that can be defined as either a significant or material weakness in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statement.

4. LSL will make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the General Manager.

5. Under the requirements of the Federal Government's program covering a single audit for all federal grant funds, auditors shall conduct an audit in accordance with the Single Audit Act Amendments of 1996, Uniform Guidance and generally accepted auditing standards as well as generally accepted governmental auditing standards.

6. LSL will submit a management letter setting forth their findings and/or recommendations on those matters noted and observed during the conduct of the examination of the financial records and developed within the scope, usually associated with such an examination relating to, but not limited to,

- a) Improvement in systems of internal control,
- b) Improvement in accounting system,
- c) Apparent noncompliance with laws, rules, and regulations, and
- d) Any other material or significant matter

EXHIBIT B

**Rates
APPENDIX A**

Schedule of Professional Fees and Expenses to Support the Total All-Inclusive Maximum Price	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
Partner	10	\$ 280	\$ 210	\$ 2,100
Manager	22	\$ 190	\$ 150	\$ 3,300
Supervisory Staff	75	\$ 150	\$ 115	\$ 8,625
Other (Specify) Staff	88	\$ 110	\$ 90	\$ 7,920
Sub-Total				\$ 21,945
Other Expenses				\$ -
Total				\$ 21,945

APPENDIX B

All-Inclusive Maximum Price by Report	Optional Years				
	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22
District Financial Statements	\$ 18,050	\$ 18,050	\$ 18,050	\$ 18,410	\$ 18,780
Single Audit	\$ 3,390	\$ 3,390	\$ 3,390	\$ 3,460	\$ 3,530
Financial Transactions Report	\$ 510	\$ 510	\$ 510	\$ 520	\$ 530
Total	\$ 21,945	\$ 21,945	\$ 21,945	\$ 22,390	\$ 22,840

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

PROFESSIONAL SERVICES AGREEMENT

(Effective Date: April 10, 2018)

with

LANCE, SOLL, & LUNGHARD, LLP

AMENDMENT NO. 1

This **AMENDMENT NO. 1** is limited to two sections of the above-referenced Agreement. The effected section is SECTION A of RECITALS and SECTION 3 - Compensation of AGREEMENT.

Under Amendment No. 1, SECTION A of RECITALS is hereby amended to read as follows:

- A. District has determined that consultant services are required for the preparation of financial audits for the fiscal years ending June 30, 2018, 2019, 2020 and **2021** (The "Project").

Under Amendment No. 1, the following paragraph shall be added to SECTION 3 – COMPENSATION, as follows:

The District shall provide additional compensation not to exceed \$21,945 for additional audit services for fiscal year ending June 30, 2021.

This concludes the change under AMENDMENT NO. 1

IN WITNESS WHEREOF, the Parties hereto have executed and entered this **AMENDMENT NO. 1** on the day and year identified below.

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT:

CONSULTANT:

By: _____

Dafrell Creeks, Interim General Manager
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

By: _____

Kenneth A. Macias
LANCE, SOLL, & LUNGHARD, LLP

Date: 7-14-2021

Date: _____

Approved as to Form:

/s/ Barbara A, Brenner

Barbara A. Brenner, Legal Counsel

PROFESSIONAL SERVICES AGREEMENTS

WESTERN HYDROLOGICS

- a) Professional Services Agreement, effective February 26, 2020.
- b) Professional Services Agreement, effective December 8, 2020.

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 26 day of February 2020, (the “Effective Date”) by and between the Georgetown Divide Public Utilities District, a California Public Utilities District (“District”), and Western Hydrologics, a Water and Hydropower Consultant (“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 the completion of stream gaging and water usage reporting associated with District water rights (the “Project”).

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 the Project 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 Project. 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 tasks set forth in **Exhibit A**, for a time and materials cost not to exceed **\$25,000**. 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.

4. Reimbursement. District shall pay Consultant for reimbursable expenses related to travel, lodging, conference calls, reproduction and other costs incurred related to Consultant's performance of the Services.

5. Term. This Agreement shall be effective beginning October 1, 2019 and continue until June 30, 2020 provided herein has 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 on the Project or on other matters pertaining to the Project, 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. Performance by Key Employee. Consultant has represented to District that **Jeffrey K. Meyer, P.E.** will be the person primarily responsible for the performance of the Services and all communications related to the Services. District has entered into this Agreement in reliance on that representation by Consultant.

10. 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.

11. 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 require 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.

12. 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 projects 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

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under this Agreement in a manner consistent with generally accepted professional customs, procedures and standards for such Services. All work or products completed by Consultant shall be completed using the best practices available for the profession and shall be free from any defects. Consultant agrees that, if a Service is not so performed, in addition to all of its obligations under this Agreement and at law, Consultant shall re-perform or replace unsatisfactory Service at no additional expense to District.

13. 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. Consultant shall comply with all ordinances, laws, orders, rules, and regulations, including the administrative policies and guidelines of District pertaining to the work.

14. 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.

15. 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. 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

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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.

D. 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.

16. Indemnification. Consultant hereby agrees to indemnify and hold harmless District, its agents, officers, employees and volunteers, against all liability, obligations, claims, loss, and expense (a) caused or created by Consultant, its subcontractors, or the agents or employees of either, whether negligent or not, pertaining to or related to 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, employees and volunteers harmless is not terminated by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

17. 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.

18. 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.

19. 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: Western Hydrologics
610 Auburn Ravine Road, Suite C
Auburn, California 95604
Attention: Jeffery K. Meyer, P.E.

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.

{CW021899.1}

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.

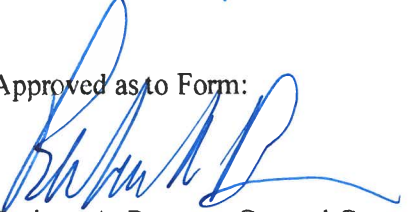
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last day and date below written.

DISTRICT:

GEORGETOWN DIVIDE PUBLIC UTILITIES DISTRICT, a California Public Utilities District

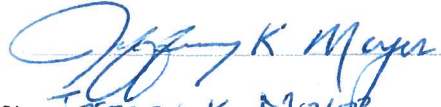
By: 
Steven Palmer, General Manager

Date: 2/24/2020

Approved as to Form:

Barbara A. Brenner, General Counsel

CONSULTANT:

WESTERN HYDROLOGICS, a
LIMITED LIABILITY PARTNERSHIP

By: 
Name: JEFFREY K. MEYER

Date: 2/24/2020

EXHIBIT A

Services

January 17, 2020

Georgetown Divide Public Utility District
Adam Brown
Water Resources Program Manager
P.O. Box 4240
Georgetown, CA 95634

RE: *Proposal for Pilot Creek Stream Gaging Maintenance and SWRCB Water Usage Reporting Cost Estimate*

Dear Mr. Brown:

As requested, Western Hydrologics (WHC), in conjunction with Western Hydrologic Systems (WHS), is pleased to present this cost estimate to support Georgetown Divide Public Utility District's stream gaging and water rights reporting program. The District has three (3) stream gages and one (1) storage gage along Pilot Creek. The gages provide the information necessary to report the District's water rights usage.

Task 1: Gage Maintenance, Monitoring, and Reporting

The gage monitoring program includes visiting the gage sites to collect data and perform routine maintenance at least once per month until completion of the stream gage monitoring associated with the GDPUD Stream Gaging Project. Gage maintenance visits will include field measurements using USGS-approved Price AA or Pygmy current meters. The purpose of these visits is to develop and then verify rating curves and identify shifts in the stream reach control. During the visits, the hydrographer will also conduct gage equipment checks, make any necessary repairs, and collect the data. Occasionally, replacement of batteries or gaging equipment due to failure or vandalism will be necessary. Although the purchase of replacement equipment is outside the scope of this proposal, removal and replacement of the damaged equipment can generally be done during routine maintenance trips at no additional charge.

Due to the remote locations of these gages and varying weather conditions, several modes of transportation will be used to access these sites throughout the year. Access may be achieved by All Terrain Vehicle (ATV), snowmobile, and truck. Daily equipment rental fees are provided in the attached rate sheet.

Once the water surface elevation data have been collected, the data will be reviewed for completeness and estimated wherever missing. Using the rating curves, the water surface elevation data will be converted to flow or storage data, reported to GDPUD staff, and archived.

For regular monthly maintenance visits, estimated cost will be \$2,080. It is common to need ATVs or snowmobiles during the wet season. These vehicles (2) will be supplied at \$200 per day.

Task 1 Cost.....\$2,080 - \$2,480 per month

Task 2: Water Rights Usage Reporting

Water rights usage will be determined by permit and reported on behalf of GDPUD as required by the State Water Resources Control Board (SWRCB). GDPUD has several permits on Pilot Creek and its tributaries.

The SWRCB requires water right holders to report water use under Permitted and Licensed rights by April 1, 2020. Statements for Pre-1914 rights are still due by July 1, 2020. Because the District uses both Pre-1914 rights and Permitted rights to meet consumptive needs, analysis of all rights will need to be completed before April 1. Notices to Water Right Permittees are sent each year near the end of January to notify the permittees about which permits need to be reported. Each notice contains a unique User ID and Password used to access the State Board website for online reporting. The District will need to provide the notices to WHC so that the SWRCB website for each water right can be accessed.

This task can be completed on a time and materials basis. Rates charged will be in accordance with Attachment A, Rate Schedule for Professional Services.

Task 2 Cost.....\$4,620

WHC appreciates the opportunity to provide this cost estimate. Estimates are based on the Rate Schedule for Professional Services (Attachment A). If you have any questions, please contact me at (916) 390-5829.

Sincerely,



Jeffrey K. Meyer, P.E.
Principal

Attachment(s)

EXHIBIT B

Rates

"Attachment A"

RATE SCHEDULE FOR PROFESSIONAL SERVICES¹

Project Principal	\$210.00
Senior Water Resources Engineer	\$185.00

Expense Reimbursement/Other:

1. Computer, facsimile, and telephone are included in the billing rates, and there is no additional charge.
2. Copies (color and black and white), equipment and other direct expenses are reimbursed with a 5% administrative handling charge (excluding per diem).
3. Subcontractor expenses are reimbursed with a 5% administrative handling charge.
4. Mileage is reimbursed at current IRS rate with a 14% administrative handling charge.
5. Per Diem, depending upon location, may be charged where overnight stays are required.
6. Expert Witness Testimony, including Depositions, is billed at time and a half.
7. When non-standard billing is requested, time spent by office administrative personnel in invoice preparation is a cost to the project and charged as technical labor.

Western Hydrologic Systems

Hydrographer	\$60.00-\$100.00
Boat Rental	\$200 per day
Snowmobile Rental	\$200 per day
ATV Rental	\$200 per day

¹ Rates effective January 2019 and are subject to change. Depending on the project requirements, titles may vary.

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 8 day of December 2020, (the “Effective Date”) by and between the Georgetown Divide Public Utilities District, a California Public Utilities District (“District”), and (“Western Hydrologics Consulting”). 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 Stream Gaging Monitoring and Maintenance and Report of District water rights and development of forecast tool (the “Project”).

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 the Project 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 Project. 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 cost set forth in **Exhibit A** for a time and materials cost. Cost is estimated at **\$63,705** for calendar year 2021 and **\$55,905** for calendar years 2022 and 2023, as full remuneration for the performance of the Services. For years two and three, on January 1 of each year, the cost will be adjusted by the percentage change in the Employment Cost Index for Total Compensation. 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 January 1, 2021 and will continue in effect until December 31, 2022, 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 on the Project or on other matters pertaining to the Project, 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. Performance by Key Employee. Consultant has represented to District that **Jeff Meyer** will be the person primarily responsible for the performance of the Services and all communications related to the Services. District has entered into this Agreement in reliance on that representation by Consultant.

10. 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.

11. 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 require 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.

12. 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 projects 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. All work or products completed by Consultant shall be completed using the best practices available for the profession and shall be free from any defects. Consultant agrees that, if a Service is not so performed, in addition to all of its obligations under this Agreement and at law, Consultant shall re-perform or replace unsatisfactory Service at no additional expense to District.

13. 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. Consultant shall comply with all ordinances, laws, orders, rules, and regulations, including the administrative policies and guidelines of District pertaining to the work.

14. 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.

15. 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.

16. Indemnification. Consultant hereby agrees to indemnify and hold harmless District, its agents, officers, employees and volunteers, against all liability, obligations, claims, loss, and expense (a) caused or created by Consultant, its subcontractors, or the agents or employees of either, whether negligent or not, pertaining to or related to 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, employees and volunteers harmless is not terminated by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

17. 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.

18. 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.

19. 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: Western Hydrologics
P.O. Box 7192
610 Auburn Ravine Road
Auburn, CA 95604
Attention: Jeff Meyer

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:


Jeff Nelson, General Manager

Date:

11 Dec 2020

CONSULTANT:

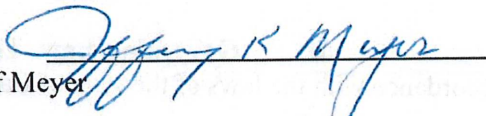
Western Hydrologics

By:

Jeff Meyer

Name:

Date:


JEFFREY K. MEYER
12/10/2020

Approved as to Form:

/s/ Barbara A. Brenner

Barbara A. Brenner, General Counsel

EXHIBIT A

Services

November 04, 2020

Georgetown Divide Public Utility District
Adam Brown
Water Resources Program Manager
P.O. Box 4240
Georgetown, CA 95634

RE: *Proposal for Pilot Creek Stream Gaging Maintenance, SWRCB Water Usage Reporting and Operations Forecasting Proposal*

Dear Mr. Brown:

As requested, Western Hydrologics (WHC), in conjunction with Western Hydrologic Systems (WHS), is pleased to present this cost estimate to support Georgetown Divide Public Utility District's stream gaging, water rights usage reporting program and operations forecasting. The District has twelve (12) stream gages and one (1) storage gage within the Pilot Creek watershed. The gages provide the information necessary to report the District's water rights usage and will aid in the operations forecasts. These three tasks are described below.

Task 1: Gage Maintenance, Monitoring, and Reporting

Except for the Bacon Canyon diversion, all GDPUD gages will measure stage. To convert the stage to flow, a series of discharge measurements will be needed at multiple flow rates to develop and maintain rating curves. Rating curves can be developed by performing discharge measurements at multiple flow rates. WHC recommends a gage maintenance and monitoring program to maintain the following gages:

- Pilot Creek above Stumpy Meadows (PC-1)
- Pilot Creek below Mutton Canyon (PC-2)
- Pilot Creek Diversion (PC-3)
- Stumpy Meadows Reservoir (PC-4)
- Otter Creek Diversions
- Mutton Canyon
- Bacon Canyon
- Above Unnamed Stream (CS#1)
- Below Unnamed Stream (CS#1)
- Above Deep Canyon (CS#2)
- Below Deep Canyon (CS#2)
- El Dorado Conduit Above CS#3
- El Dorado Conduit Below CS#7

The monitoring program includes visiting the gage sites to collect data and perform routine maintenance at least once per month. Gage maintenance visits will include field measurements using USGS- approved Price AA or Pygmy current meters. The purpose of these visits is to develop and then verify the rating curves and identify shifts in the stream reach control. During the visits, the hydrographer will conduct gage equipment checks and make any necessary repairs. Occasionally, replacement of batteries or gaging equipment due to failure or vandalism will be necessary. Although the purchase of replacement equipment is outside the scope of this proposal, removal and replacement of the damaged equipment can generally be done during routine maintenance trips at no additional charge.

Responding to failures

Occasionally, unforeseen failures or problems occur. We understand the urgent need to get those problems resolved and will evaluate and begin repairs as soon as possible following notification.

WHC proposes to make emergency repairs on a time and materials basis. Hourly fees will be in accordance with our current billing rates, attached. Any materials needed for repairs can be purchased by GDPUD. Alternatively, WHC can order any replacement parts and invoice the District for reimbursement.

Transportation

Due to the remote locations and varying weather conditions, several modes of transportation will be used to access these sites throughout the year. Access may be achieved by All-Terrain Vehicle (ATV), snowmobile, or truck.

Safety

Ordinarily, the gage sites can be maintained by two hydrographers and can be accessed by truck. Based on our experience with the District’s gaging locations, we anticipate the need to occasionally use snowmobiles to access the gages during the winter months. When snow is on the ground, we will need to send out two hydrographers and two snowmobiles. The redundancy is necessary in case of injury or mechanical failure of one of the snowmobiles.

Task 1 Cost\$3,965 – \$4,765 per month*

*Cost difference dependent upon snow conditions.

2021 Annual Task 1 Estimated Cost\$50,780

Task 2: Water Rights Usage Reporting

Water rights usage will be determined by permit and reported on behalf of GDPUD as required by the State Water Resources Control Board (SWRCB). GDPUD has several permits on Pilot Creek and its tributaries.

The SWRCB requires water right holders to report water use under Permitted and Licensed rights by April 1. Statements for Pre-1914 rights are still due by July 1, 2020. Because the District uses both Pre-1914 rights and Permitted rights to meet consumptive needs, analysis of all rights will need to be completed before April 1. Notices to Water Right Permittees are sent each year near the end of January to notify the permittees about which permits need to be reported. Each notice contains a unique User ID and Password used to access the State Board website for online reporting. The District will need to provide the notices to WHC so that the SWRCB website for each water right can be accessed.

This task can be completed on a time and materials basis. Rates charged will be in accordance with Attachment A, Rate Schedule for Professional Services.

2021 Task 2 Cost..... \$5,125

Task 3: Operations Forecasting Tool

An operations forecasting tool will be developed to support the District's desire to begin performing forecasts of the Stumpy Meadows project operations. These forecasts can be completed by modifying some existing tools developed for separate but related purposes. The California Nevada River Forecast Center produces and provides 365-day runoff forecasts at least once per day. WHC has used these runoff forecasts to support the development of operations forecast tools within the American River Basin. We plan to modify our existing data pre-processing tools to download the American River CNRFC runoff forecasts and develop Stumpy Meadows project specific runoff forecasts. We will then combine the runoff forecasting tool with a spreadsheet used for preparing the GDPUD operations forecast for the 2020 Operations plan and Water Transfer. The operations forecast spreadsheet was developed as an analysis tool and is not necessarily prepared as a client deliverable. The spreadsheet will be updated as a more robust tool for GDPUD use. In addition, the forecasting spreadsheet will be updated to include water shortage contingency planning as outlined in the 2015 Urban Water Management Plan and will be updated to adjust diversion amounts and patterns based upon the varying wetness of the forecasts.

This task can be completed on a time and materials basis. Rates charged will be in accordance with Attachment A, Rate Schedule for Professional Services.

2021 Task 3 Cost..... \$7,800

WHC proposes to perform Tasks 1 & 2 for a three-year period beginning January 1, 2021. For years two and three of this proposed contract period, on January 1 of each year, the cost of monitoring, maintenance and reporting will be adjusted by the percentage change in the Employment Cost Index for Total Compensation (seasonally adjusted) – Private Industries, Natural Resources – Construction and Monitoring. The adjustment effective January 1, 2022 will be found by multiplying the 2021 costs by the December 2021 ECI and dividing by the December 2020 ECI. Subsequent annual adjustments will be calculated in a similar manner with the appropriate costs and indices.

Task 3 will be completed during calendar year 2021 with no need for annual cost escalation. From time to time, the CNRFC will adjust runoff forecast formats and the operations tool may need to be updated to accommodate those changes. We will update the tool as needed on a time and material basis using the rate schedule in effect at the time of the update. Total cost estimate for calendar year 2021 is \$63,705.

WHC appreciates the opportunity to provide this cost estimate. Estimates are based on the Rate Schedule for Professional Services (Attachment A). If you have any questions, please contact me at (916) 390-5829.

Sincerely,



Jeffrey K. Meyer, P.E.
Principal

Attachment(s)

EXHIBIT B

Rates

Rate Schedule for Professional Services

"Attachment A"

RATE SCHEDULE FOR PROFESSIONAL SERVICES¹

Project Principal	\$205.00
Senior Water Resources Engineer	\$180.00

Expense Reimbursement/Other:

1. Computer, facsimile, and telephone are included in the billing rates, and there is no additional charge.
2. Copies (color and black and white), equipment and other direct expenses are reimbursed with a 5% administrative handling charge (excluding per diem).
3. Subcontractor expenses are reimbursed with a 5% administrative handling charge.
4. Mileage is reimbursed at current IRS rate with a 14% administrative handling charge.
5. Per Diem, depending upon location, may be charged where overnight stays are required.
6. Expert Witness Testimony, including Depositions, is billed at time and a half.
7. When non-standard billing is requested, time spent by office administrative personnel in invoice preparation is a cost to the project and charged as technical labor.

Western Hydrologic Systems

Hydrographer	\$65.00-\$95.00
Boat Rental	\$200 per day
Snowmobile Rental	\$200 per day
ATV Rental	\$200 per day

¹ Rates effective January 2020 and are subject to change. Depending on the project requirements, titles may vary.

PROFESSIONAL SERVICES AGREEMENTS

WHITE BRENNER, LLC (FORMERLY CHURCHWELL WHITE, LLP)

- a) Professional Services Agreement, effective August 13, 2013
- b) Rate Increase Notification, December 26, 2017
- c) Rate Increase Notification,
- d)

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT FOR GENERAL COUNSEL SERVICES ("Agreement") is made and entered into this 15th day of August, 2013 (the "Effective Date"), by and between the Georgetown Divide Public Utility District, a public utility district of the State of California ("GDPUD"), and the law firm of Churchwell White LLP, a California limited liability partnership ("Firm"). GDPUD and Firm may be referred to herein individually as a "Party" or collectively as the "Parties". There are no other parties to this Agreement.

1. Appointment

GDPUD hereby retains Firm to provide General Counsel Services required by GDPUD (including such other public agencies or entities selected or appointed by GDPUD), and Firm hereby agrees to perform such legal services. Barbara A. Brenner, Partner of Firm, is hereby appointed General Counsel for GDPUD.

2. Legal Services

Legal Services under this Agreement shall include General Counsel Services only, detailed as follows:

2.1. General Counsel Services

- a. Attend Board Meeting when requested by the Board President or Board General Manager either physically or via teleconference.
- b. Advise the Board of Directors and GDPUD staff on Special District government legal matters including the Brown Act and parliamentary procedures for running meetings, public official conflict requirements, ethics, risk avoidance and legal compliance.
- c. Prepare and/or review all District policies, ordinances, resolutions, contracts and other agreements entered into by GDPUD staff as requested by the Board or Board General Manager.
- d. Review and comment in a timely manner on documents prepared by GDPUD staff or Board members, including meeting materials, agendas and correspondence.
- e. Research and submit legal opinions on Special District or other legal matters as requested by the Board or Board General Manager that are not within the areas of law set forth below as "Specialized Services".
- f. 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 Firm's expertise as requested by the Board.
- g. Interpret laws, rulings and regulations for GDPUD.
- h. Provide written update on new State and Federal legislation and judicial decisions impacting GDPUD and suggest action or changes in operations or procedures to assure compliance.
- i. Examine legal matters to determine advisability of defending or prosecuting lawsuits.

- j. Advise GDPUD concerning transactions of business involving internal affairs, directors, officers and relations with the general public.
- k. Administer matters pertaining to personnel and labor laws as requested by the Board.
- l. Abide by current GDPUD Use of Legal Counsel policy.

2.2. Specialized Services

Specialized Services include the following items:

- a. Legal advice pertaining to property acquisition and disposal, public improvements, utilities, rights of way and easements.
- b. Prosecution of local ordinance violations, failure to pay, and formal administrative hearings and litigation regarding ordinance compliance.
- c. All litigation, including both defense of claims against GDPUD and pursuit of legal and judicial remedies to collect damages due to GDPUD.
- d. Advice regarding specialized employment law issues, personnel disciplinary matters, attendance at Skelly hearings, as necessary, and Personnel Commission disciplinary hearings, as appropriate.
- e. Construction disputes, such as pursuing performance bonds.
- f. Advice regarding non-routine or specialized matters such as updates to GDPUD's water supply and similar plans, annexations, pursuit of grant or other funding, rate setting, and CEQA compliance.
- g. Advice regarding evaluation, defense, or transfer of water rights, water treatment and water quality compliance or defense matters, and any other environmental compliance matters.

GDPUD and Firm will enter into a separate written agreement in the event GDPUD seeks to retain Firm to provide Specialized Services.

3. Compensation

GDPUD shall pay Firm a monthly retainer of three thousand dollars (\$3,000) ("Retainer") for which GDPUD will receive up to 20 (twenty) hours per month of General Counsel Services from our attorneys. Should the GDPUD require additional General Counsel Services (e.g., Brown Act, office hours, responses to public record act requests) above and beyond the retained amount, these services will be provided at a flat rate of \$175 (one hundred seventy five dollars) per hour for attorneys and \$100 (one hundred dollars) per hour for paralegals. Firm may change the standard hourly billable rates for General Counsel Services from time to time upon thirty (30) days written advance notice to GDPUD after one year from the contract date. Such changes shall be effective and not require any amendment to this Agreement.

4. Outside Counsel

If Firm requires assistance from attorneys not associated or affiliated with Firm who specialize in a specific field, such as tax or bankruptcy, even with regard to services within the scope of the General Counsel Services listed above, Firm will charge and GDPUD agrees to pay the billing rates for those attorneys in the event GDPUD elects to have such services contracted through Firm, Firm shall obtain the written consent of the GDPUD Board or GDPUD Board President prior to engaging any attorney not affiliated or associated with Firm to provide legal services to GDPUD.

5. Retainer, Invoices and Statements

- a. During the term of this Agreement, GDPUD shall pay Firm a monthly retainer of three thousand dollars (\$3,000), for General Counsel Services. Unless otherwise agreed, GDPUD is not required to pay Firm more than twenty thousand dollars (\$20,000) per month for General Counsel Services (the "Monthly Payment Cap"). General Counsel Services exceeding twenty thousand dollars (\$20,000) in any month shall remain as an outstanding balance and be paid by GDPUD to Firm during any month where General Counsel Services rendered to GDPUD are less than twenty thousand dollars (\$20,000) per month. For instance, if the GDPUD has a balance of fifteen thousand dollars (\$15,000) and Firm renders only ten thousand dollars (\$10,000) of General Counsel Services to GDPUD in a month, GDPUD will pay Firm twenty thousand dollars (\$20,000) and GDPUD will continue to have a five thousand dollar (\$5,000) balance owed to Firm. Any outstanding balance owed pursuant to this Section shall be assessed interest at a rate of one percent (1%). GDPUD and Firm shall make reasonable arrangements to increase the Monthly Payment Cap if the outstanding balance for General Counsel Services exceeds eighty thousand dollars (\$80,000).
- b. Firm shall provide GDPUD with an itemized statement or invoice for fees, costs and expenses incurred on a periodic basis (generally monthly). All statements and invoices shall indicate the basis for all charges, including the hours worked or cost incurred, the hourly rate, and a brief description of the work performed. Firm will establish separate billing projects for specific matters and funding categories as GDPUD may direct. Reimbursable costs and fees will be separately itemized.
- c. Payments shall be made by GDPUD to Firm within thirty (30) days of receipt of any statement or invoice, except for those specific items on an invoice that are contested or questioned and are returned by GDPUD with a written explanation of the question or contest, within thirty (30) days of receipt of the statement or invoice. Payments made to Firm more than thirty (30) days after the due date shall draw interest at ten percent (10%) per annum except as otherwise set forth herein.

6. Term and Termination

This Agreement shall continue until terminated by GDPUD or Firm upon thirty (30) days advance written notice to the non-terminating party. Upon termination Firm shall be entitled to and GDPUD shall immediately pay all amounts owed to Firm.

7. Attorney's Fees

The prevailing party in any dispute arising from this Agreement shall be allowed reasonable attorney's fees and costs incurred for any legal expenses whether or not arbitration or legal action was necessary to enforce the terms of this Agreement.

8. Independent Contractor

The Firm shall perform General Counsel services required under this Agreement as an independent contractor of the GDPUD, and shall remain, at all times as to the GDPUD, a wholly independent contractor with only such obligations as are required under this Agreement. Neither the GDPUD, nor any of its employees, shall have any control over the manner, mode, or means by which the Firm, its agents or employees, render the legal services required under this Agreement, except as otherwise set forth. GDPUD shall have no voice in the selection, discharge, supervision or control of the law firm employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service.

9. Conflicts

9.1 The Firm has no present or contemplated employment that is adverse to the GDPUD. The Firm agrees that it shall not represent clients in matters, either litigation or non-litigation, against the GDPUD. However, the Firm may have past and present clients or may have future clients, who, from time to time, may have interests adverse to GDPUD, and the Firm reserves the right to represent such clients in matters not connected with its representation of the GDPUD.

9.2 If a potential conflict of interest arises in the Firm representation of two clients, if such conflict is only speculative or minor, the Firm shall seek waivers from each client with regards to such representation. However, if real conflicts exist, the Firm would withdraw from representing either client in the matter, and assist them in obtaining special counsel.

10. Professional Liability Coverage

During the term of this Agreement, the Firm shall at all times maintain insurance coverage for professional liability. A Certificate of Insurance shall be provided to the GDPUD within ten (10) days of execution of this Agreement.

11. Amendment

This Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing signed by both Parties. Any changes to the Agreement shall require the approval of GDPUD Board.

12. Severability

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement are declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties herein.

13. Counterparts

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall be deemed one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of execution by the GDPUD.

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

By: Bonnie McLane
Bonnie McLane, Board President

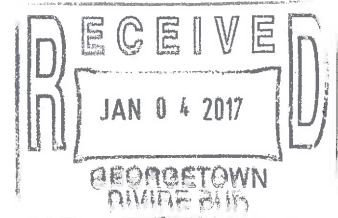
CHURCHWELL WHITE LLP

By: Barbara A. Brenner
Barbara A. Brenner, Partner

December 29, 2016

VIA US MAIL AND E-MAIL (luso@gd-pud.org)

Georgetown Divide Public Utility District
Attn: Lon Uso, Board President
P.O. Box 4240
Georgetown, CA 95634



Re: Professional Services Agreement

Dear Mr. Uso:

Pursuant to Section 3 of the Professional Services Agreement by and between Georgetown Public Utility District (the "District") and Churchwell White LLP (the "Firm"), this letter is to inform the District of an increase in the Firm's rates for legal services. The following rates will take effect on February 1, 2017.

General Counsel Services Beyond Retainer (per hour rate)

Partner	\$180
Of Counsel	\$180
Senior Associate	\$180
Associate	\$180
Law Clerk	\$105
Paralegal	\$105
Administrative	No Charge

In addition, the monthly retainer, for which the District receives up to twenty (20) hours per month of General Counsel Services, will be increased to \$3,250 as of February 1, 2017.

Please feel free to contact me if you have any questions or concerns. We look forward to another successful year working with you and representing the District.

Kind regards,

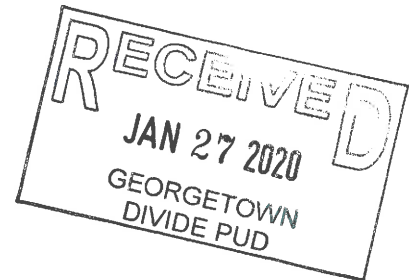
Churchwell White LLP

Barbara A. Brenner
BAB/crp

January 22, 2020

VIA US MAIL

Georgetown Divide Public Utility District
Attn: Steve Palmer, General Manager
P.O. Box 4240
Georgetown, CA 95634



Re: Professional Services Agreement

Dear Mr. Palmer:

6.3.5

Pursuant to Section 4.1 of the Agreement for Legal Services by and between Georgetown Divide Public Utility District (the "District") and Churchwell White LLP (the "Firm"), this letter is to inform the District of an increase in the Firm's rates for legal services. As of November 13, 2019, the Urban Consumer Price Index adjustment for California is 3.0%. Accordingly, the following rates will take effect on March 1, 2020.

General Counsel (per hour rate)

Partner	\$201
Of Counsel	\$201
Senior Associate	\$201
Associate	\$201
Law Clerk	\$118
Paralegal	\$118
Administrative	No Charge

Specialized (per hour rate)

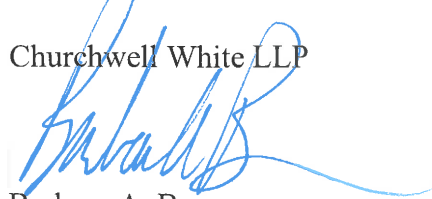
Partner	\$266
Of Counsel	\$266
Senior Associate	\$266
Associate	\$266
Law Clerk	\$133
Paralegal	\$133
Administrative	No Charge

In addition, the monthly retainer, for which the District receives up to twenty (20) hours per month of legal services, will be increased to \$3,605.00

Please feel free to contact me if you have any questions or concerns. We look forward to another successful year working with you and representing the District.

Kind regards,

Churchwell White LLP



Barbara A. Brenner

PROFESSIONAL SERVICES AGREEMENTS

WOOD ENVIROMENTAL AND INFRASTRUCTURE

- a) Professional Services Agreement, effective June 21, 2018.
- b) PSA Amendment, effective March 16, 2021.

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 21 day of June 2018, (the “Effective Date”) by and between the Georgetown Divide Public Utilities District, a California Public Utilities District (“District”), and Wood Environment & Infrastructure Solutions, Inc., a Nevada corporation (“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 non-audit services to assist the District in reviewing and updating finance and accounting policies and procedures (the “Project”).

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 the Project 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 Project. 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 \$61,885.00, 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. If any such disputed portion is not

paid to Consultant within sixty (60) days of District's receipt of the disputed invoice, Consultant shall be entitled to terminate this Agreement upon providing written notice of termination to District.

5. Term. This Agreement shall become effective on the Effective Date and will continue in effect until the Services provided herein have been completed, unless terminated earlier as provided in Section 4 above or 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 not relieve District from compensating Consultant for Services properly performed through the date of Termination.

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 on the Project or on other matters pertaining to the Project, 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. Performance by Key Employee. Consultant has represented to District that Josh H. Howard will be the person primarily responsible for the performance of the Services and all communications related to the Services. District has entered into this Agreement in reliance on that representation by Consultant.

10. 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.

11. 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 require 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.

12. 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 ordinarily observed on similar, successfully completed projects by reputable 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. Consultant agrees that, if a Service is not so performed, in addition to all of its obligations under this Agreement and at law, Consultant shall re-perform or replace unsatisfactory Service at no additional expense

to District, provided that the District provides written notice to Consultant of such unsatisfactory Service within 12 months after the Service was initially performed.

13. 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. Consultant shall comply with all ordinances, laws, orders, rules, and regulations, including the administrative policies and guidelines of District pertaining to the work.

14. 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.

15. 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 and in the aggregate. .

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) name District, and District’s Agents as additional insureds on Consultant’s General Liability and Automobile Liability policies 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.

16. Indemnification. Consultant hereby agrees to indemnify and hold harmless District, its agents, officers, employees and volunteers, against all liability, obligations, claims, loss, and expense (a) to the extent caused by the negligent acts or negligent omissions of Consultant, its subcontractors, or the agents or employees of either, 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 indemnify and hold District and its agents, officers, employees and volunteers harmless is not terminated by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

17. Consequential Damages. Notwithstanding any other provision of this Agreement, in no event shall either party be liable to the other, 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 or loss of use, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

18. Limitation of Liability. THE LIABILITY OF CONSULTANT TO DISTRICT FOR ANY AND ALL CAUSES OF ACTION, CLAIMS, LOSSES AND/OR EXPENSES SHALL BE LIMITED TO FIFTY THOUSAND DOLLARS (\$50,000.00) OR THE TOTAL FEES ACTUALLY PAID TO CONSULTANT BY DISTRICT WITHIN THE PRIOR ONE (1) YEAR PERIOD, WHICHEVER IS GREATER (“LIMITATION”).

19. 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: Wood Environment & Infrastructure Solutions, Inc.
10940 White Rock Road, Suite 190
Rancho Cordova, CA 95670
Attention: Josh H. Howard, PE

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.

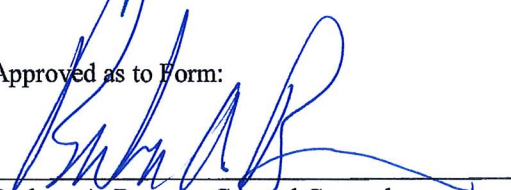
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last day and date below written.

DISTRICT:

GEORGETOWN DIVIDE PUBLIC UTILITIES DISTRICT, a California Public Utilities District

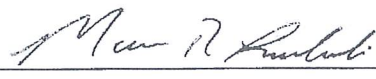
By: 
Steven V. Palmer, General Manager

Date: 5/21/18

Approved as to Form:

Barbara A. Brenner, General Counsel

CONSULTANT:

WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC., a Nevada corporation

By: 

Name: Marc R. Lombardi, Principal Geologist / Office Manager

Date: May 21, 2018

EXHIBIT A

Services

EXHIBIT A - Services

Task 1 - Kickoff Meeting – We will schedule and hold a kickoff meeting with the GDPUD within 7 days of Notice-To-Proceed (NTP). This will involve preparation for and holding a teleconference in which the project schedule and deliverables will be defined and discussion of available existing data such as topographic data, downstream structures, and as-builts for the dams. This task will be for both MED and GDCD, and is expected to involve approximately 6 hours of project management time.

Task 2 - Data Acquisition – We will start acquiring available land-use and topographic data as soon as we receive NTP. If better topographic or land-use data cannot be identified USGS 10-meter topographic raster data and National Cover and Landuse database data will be used. The data we acquire will be processed into a usable GIS data format that is in the proper coordinate system and projection. We will use the processed DEM, aerial imagery and local knowledge of the area from GDPUD to identify potential downstream structures that will need to be field measured. We will then make a site visit to both dams. It is assumed that if as-builts for MED and GDCD have not already been provided that they will be provided at the site visit. We will note critical components of each dam and have GDPUD explain the normal operation of each dam, any modifications that have been made, and any pertinent information for EAP trigger events (i.e. known seepage locations, structural deficiencies, etc). After site visits are completed we will consult with GDPUD about any potential downstream structures we intend to collect field measurements on (or that we have not identified). We will then proceed to collect field measurements at these structures which may include the Oxbow Reservoir dam (if as built cannot be obtained). Site visits and hydraulic structure data collection will be completed within 30 days of NTP. Once breach models are developed there may be a need for additional structure data to be obtained. This task will be for both MED and GDCD, and is expected to take approximately 112 hours of planning, field, and GIS processing time.

Task 3 - Determine Breach Parameters – After reviewing the site and as-builts, we will determine the most accurate breach method to use in the breach modeling for each dam. This will include reviewing breach parameters and checking breach calculations for reasonableness. This will be completed within 30 days of NTP. This task will be for both MED and GDCD, and is expected to take approximately 10 hours of time.

Starting with Task 4 we will diverge the schedules between MED and GDCD to concentrate on completing the inundation maps and EAP for MED. Once MED is completed we will start on GDCD.

Task 4a - Complete Sunny Day Breach Modeling (MED) – Once topographic and hydraulic structure data has been collected for MED, we will build the terrain to route the breach wave. We will use HEC-RAS 5.0.3 software to build the 2D model. The topographic and land-use data will be used to develop the 2D mesh and flow characteristics. Field data will be used to augment the elevation data. We will use HEC-RAS to develop the breach hydrograph that will then be routed downstream. The extent of the breach inundation area will continue downstream until the breach flow is contained in the channel or in a downstream reservoir. The model will be internally peer reviewed prior to developing the inundation maps. This task will be completed within 45 days of acquiring the topographic data required in Task 2. The MED portions of this task is expected to take approximately 100 hours of modeling and QA/QC time.

Task 4b - Complete Sunny Day Breach Modeling (GDCD) – After MED's inundation mapping and EAP are approved we will commence on completing the inundation mapping and EAP for GDCD. This task is anticipated to start in January 2019. We will use HEC-RAS 5.0.3 software to build the 2D model. The topographic and land-used data will be used to develop the 2D mesh.

EXHIBIT A - Services

Previously collected field data will be used to augment the elevation data. We will use HEC-RAS to develop the breach hydrograph that will then be routed downstream. The extent of the breach inundation area will continue downstream until the breach flow is contained in the channel or in a downstream reservoir. The model will be internally peer reviewed prior to developing the inundation maps. This task will be completed within 45 days of starting the GDCD breach modeling (anticipated to start January 2019). The GDCD portions of this task is expected to take approximately 72 hours of modeling and QA/QC time.

Task 5a - Develop Inundation Mapping (MED) – Once the breach modeling for MED is completed we will develop breach inundation maps in accordance with the new California regulations. This task will be completed within 14 days of completing Task 4a. The MED portion of this task is expected to take approximately 80 hours of GIS and QA/QC time.

Task 5b - Develop Inundation Mapping (GDCD) – Once the breach modeling for GDCD is completed we will develop breach inundation maps in accordance with the new California regulations. This task will be completed within 14 days of completing Task 4b. The GDCD portion of this task is expected to take approximately 41 hours of GIS and QA/QC time.

Task 6a - Develop Technical Study Report and Submit for GDPUD Review (MED) – Once the breach modeling and mapping is completed, a technical report will be prepared in accordance with the new California regulations. This task will be completed within 14 days of completing Task 5a. This technical report and inundation mapping will be submitted to GDPUD for review and comment. We anticipate the submittal to the DSOD will be ready within 7 days of receiving GDPUD comments. The MED portion of this task is expected to take approximately 40 hours of engineering, GIS, and QA/QC time.

Task 6b - Develop Technical Study Report and Submit for GDPUD Review (GDCD) – Once the breach modeling and mapping is completed, a technical report will be prepared in accordance with the new California regulations. This task will be completed within 14 days of completing Task 5b. This technical report and inundation mapping will be submitted to GDPUD for review and comment. We anticipate the submittal to the DSOD will be ready within 7 days of receiving GDPUD comments. The GDCD portion of this task is expected to take approximately 34 hours of engineering, GIS, and QA/QC time.

Task 7a - Submit Inundation Mapping and Technical Report to DSOD (MED) – After we have addressed any comments from the GDPUD's review, we will submit the breach modeling, inundation mapping, and technical report for MED to the DSOD for review and approval. Any comments from the DSOD that need to be addressed prior to approval will be completed as part of this task. Assuming a 30-day review period, we anticipate this task will be completed within 125 days of NTP. The MED portion of this task is expected to take approximately 16 hours of engineering and GIS time to address DSOD comments and resubmit a final technical study and inundation maps.

Task 7b - Submit Inundation Mapping and Technical Report to DSOD (GDCD) – After we have addressed any comments from the GDPUD's review, we will submit the breach modeling, inundation mapping, and technical report for GDCD to the DSOD for review and approval. Any comments from the DSOD that need to be addressed prior to approval will be completed as part of this task. Assuming a 30-day review period, we anticipate this task will be completed within 90 days of starting Task 4b. The GDCD portion of this task is expected to take approximately 16 hours of engineering and GIS time to address DSOD comments and resubmit a final technical study and inundation maps.

EXHIBIT A - Services

Task 8a - Complete California OES EAP Template (MED) – Most of the standard California OES EAP template can be completed independently from the inundation mapping. All portions of the EAP, except the inundation maps and event “triggers”, will be completed within 60 days of NTP. Once the inundation mapping has been approved by the DSOD, we will incorporate maps and develop the event level triggers to be used in the EAP for MED. It is expected that this can be completed within 14 days of the completion of Task 7a. The MED portion of this task is expected to take approximately 30 hours to prepare the draft EAP for GDPUD, DSOD, and OES review. Any comments from GDPUD, DSOD and/or OES that need to be addressed prior to approval of the final MED EAP will be completed as part of this task. Assuming a 30-day review period, we anticipate this task will be completed within 183 days of NTP. We anticipate it will take approximately 18 hours of time to address comments and submit the final MED EAP for approval.

Task 8b - Complete California OES EAP Template (GDCD) – All portions of the EAP, except the inundation maps and event “triggers”, will be completed within 60 days of starting Task 4b. Once the inundation mapping has been approved by the DSOD, we will incorporate maps and develop the event level triggers to be used in the EAP for GDCD. It is expected that this can be completed within 14 days of the completion of Task 7b. The GDCD portion of this task is expected to take approximately 28 hours to prepare the draft EAP for GDPUD, DSOD, and OES review. Any comments from GDPUD, DSOD and/or OES that need to be addressed prior to approval of the final GDCD EAP will be completed as part of this task. Assuming a 30-day review period, we anticipate this task will be completed within 135 days of starting Task 4b. We anticipate it will take approximately 17 hours of time to address comments and submit the final GDCD EAP for approval.

EXHIBIT B

Rates

EXHIBIT B
Rates

Class I Charges	Estimated Task Hours								Totalled Costs
	Principal \$ 230.00	Sr. Assoc. \$ 195.00	Associate \$ 175.00	Senior 2 \$ 155.00	Senior 1 \$ 130.00	Tech. Pro. 3 \$ 110.00	Tech. Pro. 2 \$ 90.00	Tech. Pro. 1 \$ 75.00	
TASK 1. Kickoff Meeting				2	4				\$ 830
TASK 2. Data Acquisition									\$ -
Task 2.1. LiDAR and GIS data Acquisition				2		2		16	\$ 1,730
Task 2.2. Downstream Structure Data				4		8	40	40	\$ 8,100
TASK 3. Develop Breach Parameters									\$ -
Task 3.1. Breach Parameters for 2 embankments						2	8		\$ 940
TASK 4. Develop 2D Breach Routing									\$ -
Task 4.1. 2D Mesh Downstream Layout					8	16	80		\$ 10,000
Task 4.2. HEC-RAS Breach Routing				8	4	16	40		\$ 7,120
TASK 5. Inundation Mapping									\$ -
Task 5.1. Develop Arrival and Deflood Maps					2		8	16	\$ 2,180
Task 5.2. Develop depth grids					1		8	8	\$ 1,450
Task 5.3. Develop overall Breach Inundation Maps			2	4	4		8	60	\$ 6,710
TASK 6. Technical Study									\$ -
Task 6.1. Prepare Draft Report					24		40		\$ 6,720
Task 6.2. Address GDPUD review comments				2	4		4		\$ 1,190
TASK 7. DSOD Submittal									\$ -
Task 7.1. Prepare Inundation Map and Technical Study for DSOD			2		2		4		\$ 970
Task 7.2. Address DSOD review comments				1	2		8		\$ 1,135
Task 7.3. Prepare Final DSOD submittal			1	4			4	4	\$ 1,455
TASK 8. Develop EAP									\$ -
Task 8.1. Develop Basic EAP			4			8		40	\$ 4,580
Task 8.2. Coordinate with DSOD and OES			4			2			\$ 920
Task 8.3. Address DSOD and OES Review comments				2		4		16	\$ 1,950
Task 8.4. Prepare Final OES EAP submittal			1	4		4		4	\$ 1,535
Total Hrs:	0	0	14	33	55	62	252	204	\$ 59,515
Inundation Maps	Lump Sum	Rate	Qty						
T2 - per diam		\$ 200.00	5						\$ 1,000
T2 - Vehicle		\$ 100.00	5						\$ 500
T7 - Printing		\$ 50.00	4						\$ 200
T7 - Shipping Expenses FedEx	\$ 150.00								\$ 150
T7 - Digital Media		\$60	4						\$ 240
EAPS									
Basic EAP Printing		\$50	2						\$ 100
Final EAP Printing		\$50	2						\$ 100
Shipping EAPs	\$ 80.00								\$ 80
									\$ 2,370

Phase	Labor	Expenses	Total
Phase 1 & 3	\$ 50,530	\$ 2,090	\$ 52,620
Phase 2 & 4	\$ 8,985	\$ 280	\$ 9,265
Total			\$ 61,885

AMENDMENT NUMBER 1
GEORGETOWN DIVIDE PUBLIC UTILITIES DISTRICT
PROFESSIONAL SERVICES AGREEMENT
(Effective Date of June 21, 2018)
with
Wood Environment & Infrastructure Solutions, Inc.
for
Inundation Mapping and Emergency Action Plan

This **AMENDMENT NUMBER 1** is limited to two sections of the Agreement. Those effected sections are **SECTION 2 – CONSULTING SERVICES** and **SECTION 3 – COMPENSATION**.

Under this action Exhibit A referenced in, **SECTION 2 – CONSULTING SERVICES** is hereby amended as shown on the attached amended Exhibit A.

Under this action, **SECTION 3 – COMPENSATION** is hereby amended to read: *District shall pay Consultant according to the fee schedule set forth in Exhibit B for a time and materials cost not to exceed \$74,605, as full remuneration for the performance of the Services.* Amended Exhibit B is attached.

This concludes the changes under this AMENDMENT.

IN WITNESS, WHEREOF, the Parties hereto have executed and entered into this AMENDMENT the day and year identified below.

District:

Consultant:

By: Jeff Nelson

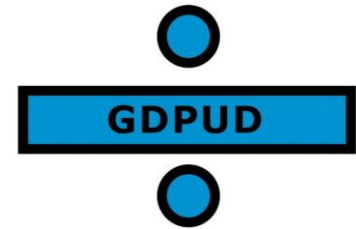
Jeff Nelson, Interim General Manager

By: _____

Date: 16 MAR 2021

Date: _____

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF JANUARY 11, 2022
AGENDA ITEM NO. 10.C.**



AGENDA SECTION: NEW BUSINESS

SUBJECT: CONSIDER APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH GLORIA OMANIA, EFFECTIVE JANUARY 12, 2022, UNTIL DECEMBER 31, 2022, FOR A TOTAL AGREEMENT AMOUNT NOT TO EXCEED \$52,800

PREPARED BY: Adam Coyan, General Manager

APPROVED BY: Adam Coyan, General Manager

BACKGROUND

Gloria Omania began working for the Georgetown Divide Public Utility District on May 26, 2016, as a PT Temp, through a Professional Services Agreement with MJT Enterprises, dba as Blue Ribbon Personnel Services (BRPS) to provide support for the Board of Directors. Her duties were soon after expanded to include grants and contracts management and to serve as project assistant on the ALT (Sweet Water) Treatment Plant. Additionally, Ms. Omania has been assigned the planning and coordination of special community outreach events/meetings such as the ALTWTP Groundbreaking and Ribbon Cutting Ceremonies, Irrigation Ordinance Workshops, and the Proposition 218 Rate Increase Workshops.

On July 15, 2020, the District entered into a professional services agreement with Gloria Omania for grants/contracts management, public information development services and other related special projects that are currently not being done by District staff, with a term through July 15, 2021.

This Agreement was extended on July 13, 2021, to December 31, 2021.

DISCUSSION

In February of 2020, Ms. Omania's scope of work was expanded to include interim Board Clerk responsibilities when the position became vacant. Her work activities have also included special projects related to the 2021 Irrigation Workshop, the initiation of a GDPUD Internship Program, the Strategic Planning process, as well as public information development and community outreach.

FISCAL IMPACT

Ms. Omania receives compensation under a CalPERS retirement. A condition of that retirement is that the retiree does not work more than 960 hours (1/2 time) during a Fiscal Year (July 1 through June 30). During the COVID pandemic, this work limitation was suspended by the Governor's Executive Order.

This proposed agreement (Attachment 2) would provide for an hourly rate of \$55 for part-time services, not to exceed 960 hours total per fiscal year, or \$52,800. Funds for this agreement would be drawn from Budget Account 5080, Outside Services.

CEQA ASSESSMENT

This action is not a CEQA Project.

RECOMMENDED ACTION

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District approve the Professional Services Agreement with Gloria Omania beginning January 12, 2022, and ending December 31, 2022. Resolution 2020-XX is included as Attachment 3 to this report.

ALTERNATIVES

(a) Request substantive changes to the Resolution for staff to implement; (b) Reject the resolution.

ATTACHMENTS

1. Professional Services Agreement
2. Resolution 2022-XX

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

PROFESSIONAL SERVICES AGREEMENT

with **Gloria R. Omania, Independent Contractor,**
for **Public Information Development Services, and Special Projects**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 12th day of January 2022, (“Effective Date”) by and between the Georgetown Divide Public Utilities District, a California Public Utilities District (“District”), and Gloria Omania, an independent contractor (“Contractor”). District and Contractor 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 seeks to hire an independent contractor to provide the District with public information and community outreach services, and other related special projects that are outside the course of the District’s day-to-day business;
- B. Contractor has worked for the District through an agreement with MJT Enterprises (dba as Blue Ribbon Personnel Services) since May 26, 2016, and that association with the District in addition to other work experience provides Contractor with the skills and knowledge necessary to perform the required work; and
- C. District shall retain Contractor’s Services subject to the restrictions as set forth in this Agreement and those established under Government Code Section 7522.56, providing guidelines for retired annuitants to continue Working for a California Public Employees’ Retirement System (“CalPERS”) contractor agency such as the District;

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

AGREEMENT

Section 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 18 of this Agreement, Section 1 through 20 shall prevail.

Section 2 – Scope of Work

Contractor agrees to provide the Services relating to specialized activities including, but not limited to, development of community outreach and public information material, contracts and grants management, preparation of required reports and documents related to grants and loans, and special projects, as may be requested by the General Manager.

Contractor agrees to a six-month performance evaluation.

Section 3 – Term

District and Contractor agree that this Agreement shall be in effect for a period beginning February 1, 2022 and ending December 31, 2022. Pursuant to California Government Code Section 7522.56(d), Contractor shall not exceed Nine Hundred Sixty (960) working hours for the District during the CalPERS Fiscal Year (July 1 - June 30). It should be noted that during the COVID-19 pandemic, this work hour limitation is suspended by CalPERS (Circular Letter 200-056-21/Governor’s Executive Order N-12-21 & N-25-20).

Section 4 – Compensation

- A. District agrees to pay, and Contractor agrees to accept on a time and materials basis, an amount not to exceed Fifty-Two Thousand Eight Hundred Dollars (\$52,800.00) for the completion of services identified in the Scope of Work (Section 2). The services shall be compensated at a rate of Fifty-Five Dollars (\$55.00) per hour plus mileage at \$0.56/mile or the Federal rate. The total compensation under this Agreement is not to exceed Fifty-Two Thousand Eight Hundred Dollars (\$52,800.00), unless amended by both parties in writing.
- B. The Contractor shall submit monthly billing invoices to the District identifying the number of hours worked and the specific services provided. The Contractor is responsible for ensuring that the hours worked within the CalPERS fiscal year does not exceed the maximum allowable and must notify the District if she has worked all of the permissible hours prior to the conclusion of the fiscal year.
- C. The granting of any payment by the District, or the receipt thereof by Contractor, or any inspection, review, approval or oral statement by any representative of the District, or State certification, shall not, in any way, waive, limit, or replace any certification or approval procedures normally required or lessen the liability of Contractor to re-perform or replace unsatisfactory Service, including but not limited to cases where the unsatisfactory character of such Service may not have been apparent or detected at the time of such payment, inspection, review or approval.
- D. Nothing in this Agreement shall constitute a waiver or limitation of any right, remedy, whether in equity or at law, which the District may have pursuant to this Agreement or any applicable law. All rights and remedies of the District, whether under this Agreement or applicable law, shall be cumulative.

Section 5 – Termination of Agreement

Either Party may terminate this Agreement or any part thereof at any time upon thirty (30) days written notice. In the event of any such termination, the Contractor is to be fairly compensated for all work performed to the date of termination, and the District shall be entitled to all work performed.

If the District fails to pay the Contractor within sixty (60) days of the date provided for any payments hereunder, the District agrees that the Contractor shall have the right to consider such default a breach of this Agreement, and Contractor may terminate its duties under this Agreement upon ten (10) days written notice.

Section 6 – Miscellaneous Provision

- A. **Contracting Standard:** The Contractor represents and warrants to the District that she is fully experienced and properly qualified to perform Services called for herein.
- B. **Contractor is Independent Contractor:** The Contractor does not report to the District's General Manager, nor is Contractor a supervisor of or subordinate to any other District employee. The Contractor reports only to the Board of Directors, though she works closely with and in conjunction with District employees, including the General Manager. The Contractor shall finance her own operations hereunder, with the exception of District-provided office space, and shall operate as an independent contractor and not as an agent or employee of the District, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. The District shall provide the Contractor with office space within the District Office, located at 6425 Main Street, Georgetown, CA 95634, dedicated for the sole purpose of conducting District business. Contractor will abide by all policies and procedures established by the District for conduct of employees while in the District office.
- C. **Contractor's Records:** The Contractor shall maintain and make available for inspection by the District and its auditors accurate records of its costs, disbursements, and receipts with respect to any Services under this Agreement that is to be compensated for on the basis of the Contractor's costs. Such inspections may be made during regular office hours at any time until six (6) months after the final payment under this Agreement is made to the Contractor.
- D. **Ownership of Data and Reports:** All reports and all data compiled and used in the performance of this Agreement shall be the property of the District.
- E. **Responsibility for Changes in Work:** If the District makes any changes in the work performed by the Contractor hereunder which affect the Contractor's Services, District shall waive any and all liability arising out of such changes as against the Contractor, and the District shall assume all responsibility for such changes, unless the District has given the Contractor prior notice and has received from the Contractor written consent for such changes.
- F. **Arbitration:** All questions between the Parties as to their rights and obligations under this Agreement are subject to arbitration if agreed to by both Parties. In case of any dispute, either Party may request arbitration by submitting a written request for arbitration to the other Party. If the other Party agrees to arbitration, the disputed matter shall be referred to and decided by two competent persons who are experts in the subject matter of the dispute, one to be selected by the District and the other by the Contractor. In case these two experts cannot agree, they shall select a third arbitrator and the decision of any two of them shall be binding on both Parties.
- G. **Assignment:** This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the Parties; however, no assignment or subcontract by one Party shall be valid without the prior written consent of the other Party.
- H. **Invalidity of Contract Provisions:** Should any provision of this contract be found or deemed to be invalid, this Agreement shall be construed as not containing such provision, and all

other provisions which are otherwise lawful shall remain in full force and effect, and to this end, the provisions of this contract are declared to be severable.

- I. Place of Making and Performance of Contract: This Agreement shall be deemed to have been made in El Dorado County, California, and the Services required to be performed in El Dorado County, California.
- J. Financial Disclosure: The Contractor shall make all disclosures required by the District's Conflict of Interest Code in accordance with the Contractor category designed by the District, unless the District's General Manager determines in writing that the Contractor's duties are more limited in scope than is warranted by the Contractor category and that a narrower disclosure category should apply. The Contractor also agrees to make disclosure in compliance with the District's Conflict of Interest Code if, at the time after the execution of this Agreement, Contractor's duties under this Agreement warrant greater disclosure by Contractor than was originally contemplated. The Contractor shall make disclosures in the time, place and manner set forth in the District's Conflict of Interest Code and as directed by the District.
- K. Retired Annuitant Requirements: By signing this Agreement, Contractor certifies that there has been a One Hundred Eighty (180) day gap between the date of the retirement and the Effective Date. Contractor certifies that she has not received any unemployment insurance payment from a public employer within the twelve (12) months prior to the Effective Date of this Agreement.

Section 8 – Conformity with Law and Safety

Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the Scope of Services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, the California Building Code, the American with Disabilities Act, any copyright, patent or trademark law and all other applicable federal, state, municipal and local safety regulations, appropriate trade association safety standards, and appropriate equipment manufacturer instructions. All Services performed by Contractor must be in accordance with these laws, ordinances, codes and regulations. Contractor's failure to comply with any laws, ordinances, codes or regulations applicable to the performance of the Services hereunder may constitute a breach of contract. Should the District discover a violation of any of the applicable laws, ordinances, codes or regulations referred to herein, the District shall give written notice of such violation to the Contractor, and Contractor shall have a reasonable time to cure such violation. In cases where standards conflict, the standard providing the highest degree of protection shall prevail.

If a death, serious personal injury, or substantial property damage occurs in connection with the performance of this Agreement, Contractor shall immediately notify the District's General Manager by telephone. If the death or serious personal injury occurs to Contractor, she or her next of kin shall notify the District's General Counsel by telephone at the earliest convenient time. If any accident occurs in connection with this Agreement, Contractor shall promptly submit a written report to the District, in such form as the District may require. This report shall include the following information: (a) name and address of the injured or deceased person(s); (b) name

and address of the Contractor's subcontractor, if any; (c) name and address of Contractor's liability insurance carrier; and (d) a detailed description of the accident, including whether any of the District's equipment, tools or materials were involved.

Section 9 – Indemnification by Contractor

Contractor agrees to indemnify the District and its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives from any and all claims, costs, and liability for claims of damage, for any property damage or personal injury, including death, which may arise as a result of any negligent or grossly negligent acts or omissions by Contractor or Contractor's contractors, subcontractors, agents, or employees in connection with the Agreement.

Section 10 – Notices

Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service, addressed to the parties as follows:

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

With a courtesy copy to: Barbara A. Brenner, Esq.
White Brenner LLP
1414 K Street, 3rd Floor
Sacramento, CA 95814

To Contractor: Gloria R. Omania
Independent Contractor
4780 Mountain View Drive
Lotus, CA 95651

Nothing hereinabove shall prevent either District or Contractor from personally delivering any such notice to the other.

Section 11 – Jurisdiction

Except as otherwise specifically provided, this Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in California. In the event of a dispute, venue in any court action shall be the County of El Dorado.

Section 12 – Integration

This agreement, together with its specific references, attachments and exhibits constitutes the entire Agreement of District and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those

matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both Parties.

Section 13 – Non-Discrimination

In connection with the performance of Contractor pursuant to this Agreement, Contractor will not willfully discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, sex, age, disability, genetic information, marital status, amnesty, ancestry, national origin, or status as a covered veteran in accordance with applicable federal or state statutes. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, gender, sexual orientation, sex, age, disability, genetic information, marital status, amnesty, ancestry, national origin, or status as a covered veteran. Such action shall include, but not be limited to, the following: employment, upgrading or promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

Section 14 – Waiver

No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

Section 15 – Authority

All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by the state or federal law in order to enter into the Agreement have been fully complied with. Further, by entering into this Agreement, either Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

Section 16 – Drafting and Ambiguities

Each Party acknowledges that it has reviewed this Agreement with its own legal counsel, and based upon the advice of that counsel, freely entered into this Agreement. Each Party has participated fully in the review and revision of this Agreement. Any rule of construction that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

Section 17 – Counterparts

This Agreement may be executed simultaneously, and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

Section 18 – Attorney’s Fees and Costs

If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney’s fees and costs, which may be set by the court in the same action or in a separate

action brought for that purpose, in addition to any other relief to which such Party may be entitled.

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

Date: _____

CONTRACTOR:

Gloria R. Omania, Independent Contractor

By: _____
Gloria Omania

Date: _____

RESOLUTION NO. 2022-XX
OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
APPROVING A PROFESSIONAL SERVICES AGREEMENT
WITH GLORIA OMANIA FOR AN AMOUNT NOT TO EXCEED \$52,800

WHEREAS, Gloria Omania has been assigned to the Georgetown Divide Public Utility District since May 26, 2016, through a Professional Services Agreement with MJT Enterprises, dba as Blue Ribbon Personnel Services (BRPW); and

WHEREAS, during July of 2020, Ms. Omania's assignment through BRPW was terminated, and the District executed a Professional Services Agreement with her on July 15, 2020, to provide specialized administrative support for grants/contracts management, public information development services, and other related special projects that are not currently being performed by District staff; and

WHEREAS, in addition to special projects, Ms. Omania's scope of work was expended in February 2020 to include work activities related to the Board Clerk position when the position became vacant; and

WHEREAS, Ms. Omania's Agreement was extended on July 13, 2021, to end December 31, 2021; and

WHEREAS, on December 30, 2021, a letter extending Ms. Omania's agreement through January 11, 2022, was executed; and

WHEREAS, Ms. Omania receives compensation under a CalPERS retirement that includes a condition that the retiree does not work more than 960 hours during a fiscal year; and

WHEREAS, the funding for this Professional Services Agreement will be drawn from Budget Account 5080, Outside Services.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THAT the Professional Service Agreement with Gloria Omania for specialized administrative analyst services for the period beginning January 12, 2022, until December 31, 2022, for an amount not to exceed \$52,800 is approved.

PASSED AND ADOPTED by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the 11th day of January 2022, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

Michael Saunders, President, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Attest:

Adam Coyan, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of Resolution 2022-XX, duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this 11th day of January 2022.

Adam Coyan, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT