



REQUEST FOR PROPOSALS
To Provide
GENERAL COUNSEL LEGAL SERVICES

SUBMIT PROPOSALS TO:

CAMROSA WATER DISTRICT

Attention: Norman Huff, General Manager
7385 Santa Rosa Rd.
Camarillo, CA 93012

ISSUED: April 12, 2024

SUBMISSIONS DUE: May 24, 2024, by 5:00 pm

For additional information, contact Norman Huff at (805) 256-3318 or normanh@camrosa.com

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I. Request for Proposals

The Camrosa Water District (District) has issued a Request for Proposals (RFP) and invites multi-disciplinary law firms and individuals with qualifications and experience representing special districts and/or public agencies to submit proposals to serve as General Counsel for the District; provide general counsel legal services; represent the District in legal proceedings; and, as determined necessary, manage the engagement and coordination of additional legal counsel as required and directed by the Board of Directors.

General Counsel will enter into a contract with the District establishing the terms and compensation for the subject services and will report directly to and serve at the pleasure of the Board of Directors.

The RFP does not obligate the District to award an Agreement.

II. Introduction

The Camrosa Water District, located over 31 square miles in the County of Ventura, California, is an independent special district that operates under the authority of Division 12 of the California Water Code. The District was originally formed under the law in 1962 as the Camarillo County Water District for the purpose of supplying potable water. The District has changed its name twice, first to the Camrosa County Water District in 1965, and then to its present name in 1987. Subsequently, the District expanded its operations to include wastewater collection and treatment to a portion of its service area.

Currently, the District provides three classes of water (potable, non-potable, and recycled) to a population of more than 32,700 people through approximately 11,404 service connections, which includes three master-metered communities. The majority of these connections are municipal and industrial, and the remainder are agricultural.

Potable water is a blend of imported State Water Project (SWP) water from the Sacramento-San Joaquin Delta and local groundwater; non-potable surface water is a combination of diverted surface water and local groundwater; and recycled water is a tertiary-treated product from the Camrosa Water Reclamation Facility (CWRF). Wastewater service is limited to 9,132 equivalent dwelling units (EDUs), including California State University of Channel Islands (CSUCI), a portion of the City of Camarillo, and a sliver of the City of Thousand Oaks. The remainder of the District is served by the Camarillo Sanitary District or on septic systems.

The District's Board of Directors is comprised of 5 elected members.

Groundwater Management

The Fox Canyon Groundwater Management Agency (FCGMA) is the GSA for the Pleasant Valley Basin (among other areas), from which the Woodcreek Well and PV Well #2 produce. A new allocation plan has been established and projects to increase the sustainable yield are being investigated. Adjudication papers were filed by a group of landowners/pumpers in the basin naming the District as a defendant.

The Arroyo Santa Rosa Groundwater Basin (ASRGSA), which lies wholly within the Camrosa service area and from which the majority of Camrosa's local groundwater is produced and which was originally designated as a medium-priority basin due to high nitrate concentrations. In 2016,

the County of Ventura and Camrosa formed a GSA to write the GSP for the whole basin and manage that portion of it east of the Bailey Fault (outside the FCGMA). In April 2018, DWR awarded the Arroyo Santa Rosa GSA a Sustainable Groundwater Planning Grant to support the development of the Santa Rosa GSP, up to \$177,081. Administrative costs to support the operation of the ASRGSA, including the writing of the GSP, has been supported by Camrosa. The County of Ventura provided \$127,602 as seed money to the GSA. The GSA held a public hearing on May 25, 2023, to adopt the GSP and it has been filed with DWR. Projects to reach sustainability and/or increase Arroyo Santa Rosa basin yield will be explored in the GSP process. Because Camrosa is the primary groundwater producer in the Santa Rosa Basin, pumping by initial estimates over 70% of the basin's annual yield, the District has a vested interest in developing projects that ensure sustainability. Costs of sustainability projects will be included in the District's budgeting process.

Existing Relationships

The District has partnership, MOU, and contractual relationships with various entities which shall be considered in the proposed scope of General Counsel services and determination of potential conflicts of interest. A summary list is provided below to help Respondents identify the scope of services required to assist the District with maintaining these relationships, as well as future contract renewal negotiations and new contract negotiations and development as may arise with future partnership opportunities.

Contracts can be made available upon request for review and consideration by proposers.

Water Supply

- Calleguas Municipal Water District, Wholesale water supplier
- Metropolitan Water District, Wholesale water supplier

Partnership Agreements

- City of Thousand Oaks, Purchase of their WWTP effluent diverted at the Conejo Creek Project (CCP). Expires 9/1/2053.
- Pleasant Valley County Water District (PVCWD), Sales of Non-potable and Recycled water. Annual agreement. Non-potables sales (CCP) and granting of Fox Canyon GMA water extraction credits for CCP deliveries. Expires 9/1/2053.
- Fox Canyon GMA, Base allocations for PV Basin Wells, Resolution 2014-01 granting allocation of basin extraction credits from PVCWD to the District.
- County of Ventura, ASRGSA partner
- City of Camarillo – CamSan, Purchase of their WWTP effluent then delivered to PVCWD and District's recycled water customers. Expired June 14, 2022, can extend 5 years. Currently continuing purchase without an agreement.

Operations and Maintenance Agreements

- Various

Current Litigation Matters

- OPV Adjudication, Representation by White Brenner LLP
- PFAS Litigation/Settlement, Representation by SL Environmental Law Group PC

III. Nature of Services Required

The qualified firm is required to perform and complete the work and provide the services as set forth in Exhibit A of this RFP.

IV. General Proposal Information

1. Respondents are encouraged to carefully review this RFP in its entirety prior to preparation of their proposals.
2. All proposals submitted will become the property of the District.
3. Respondent may modify or amend its proposal only if the District received the amendment prior to the deadline stated herein for receiving Proposals.
4. A Proposal may be considered non-responsive if conditional, incomplete, or it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the Proposal.
5. Proposal Validity - Proposals must be valid for a period of at least 120 days from the closing date and time of this solicitation.
6. Pre-Contractual Expenses - The District shall not, under any circumstance, be liable for any pre-contractual expenses incurred by Respondents in the preparation of their Proposals. Respondents shall not include any such expenses as part of their Proposals. Pre-contractual expenses are defined as expenses incurred by the Respondent in preparing its Proposal in response to this solicitation, submitting the Proposal to the District, negotiating with the District on any matter related to the Proposal, and any other expenses incurred by the Respondent prior to the date of award and execution of an Agreement.
7. Right to Audit - Following the execution of an Agreement and for a period of three (3) years following the completion of services, the District will have the right to audit the successful Respondent's (Awardee) invoices and all supporting documentation generated in the performance of services under the agreement.
8. Confidentiality - Confidentiality of Proposals is subject to the following:
 - The District is subject to the Public Records Act, California Government Code Section 6250 et. Seq. As such, all required submittal information is subject to disclosure to the general public.
 - Respondent may provide supplemental information exempt from public disclosure under Government Code Section 6254, including "trade secrets" under Evidence Code Section 1060. Such supplemental information shall not be material to the required submittal information and the District shall be under no obligation to consider such supplemental information in its evaluation.

9. The District reserves the right to:
- Reject any or all Proposals;
 - Select the Proposal most advantageous to the District;
 - Verify all information submitted in the Proposal;
 - Withdraw this solicitation at any time without prior notice and furthermore, makes no representation that any Agreement will be awarded to any Respondent responding to this solicitation;
 - Award its total requirements to one Respondent or to apportion those requirements among two or more Respondents as the District may deem to be in its best interests;
 - Negotiate the final Agreement with any Respondent(s) as necessary to serve the best interests of the District;
 - Amend this solicitation;
 - Amend the first Agreement to incorporate necessary attachments and exhibits or to reflect negotiations between the District and the successful Respondent.

V. Anticipated Schedule

The District has made every effort to include sufficient information within this RFP for a Respondent to prepare a responsive and comprehensive proposal. The timing of the proposal process is subject to change, depending on the needs of the District, but is anticipated as follows:

	Activity	Date
a)	RFP Issued	April 12, 2024
b)	Last day for Respondent comments/questions	May 10, 2024, 5:00 PM
c)	Proposal Submittal Deadline	May 24, 2024, 5:00 PM
d)	Proposals Submitted to Ad-hoc for review	May 28, 2024
e)	Interviews Scheduled	May 29-30, 2024
f)	Interviews	TBD
g)	Selection of Top Firm	June 6, 2024
h)	Final Scope & Budget	June 12, 2024, 12:00-PM
i)	Contract Presented to Board of Directors	June 20, 2024
j)	Kick-off Meeting	TBD

VI. Respondent Questions

Questions regarding any aspects of this solicitation should be submitted via email to normanh@camrosa.com. If any Respondent has any questions, requests for clarification, or wishes to take any exceptions regarding any part of this solicitation or attachments, the Respondent must notify the District no later than **May 10, 2024, by 5:00 pm**, as noted above.

The responses will be delivered in the form of an addendum to this solicitation and be available on the District's website www.camrosa.com.

So that all Respondents will continue to have a fair and equal opportunity in this solicitation, an exception(s) will only be considered to correct errors or if all the Proposals submitted take exactly the same exception(s). The District's consideration of any exception shall not, in any way, be construed as the District's intent to grant said exception. Exceptions will be evaluated on a case-by-case basis and will be granted only to correct errors in the documentation or when it is deemed to be in the best interest of the District.

VII. Proposal Instructions

The proposal should be divided into sections as outlined below:

A. Submittal

1. Respondents shall submit Proposals either by email to: normanh@camrosa.com, by U.S. mail, or by hand delivery to:

Camrosa Water District Legal RFP
Attention: Norman Huff, General Manager
7385 Santa Rosa Rd.
Camarillo, CA 93012

2. Proposals are due **NO LATER THAN 5:00 PM Pacific Standard Time on May 24, 2024.**

B. Response Requirements

1. The information requested below will be used to evaluate the Respondent's Proposal. Respondents may be deemed non-responsive if they do not respond to all Sections.
2. Proposals must be prepared simply and economically, providing a straightforward, concise description of methodology and approach to satisfy the requirements of this solicitation. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis.
3. Respondent's Proposal shall be clear, concise, accurate, and comprehensive. There is a 15-page limit for the Proposal response and any appendix materials will not go towards the page limit. **Excessive or irrelevant materials will not be favorably received.**
4. The Proposals shall be organized in separate sections in the order presented below:

a) Executive Summary Letter

This letter shall be a brief formal letter from the Respondent that provides information regarding the firm and its ability to fulfill the requirements of this solicitation. This letter must include the following information: complete legal name (as it would appear in an

Agreement), address, contact person, telephone number, and email address. This letter shall identify all materials and enclosures being forwarded in response to the solicitation.

b) Qualifications, Capabilities, and Experience

Respondent shall provide a brief discussion of its qualifications and capabilities to perform work similar in nature to the services requested herein. In addition, the Respondent shall include the size of the Firm as to the number of clients, size of the Firm's staff, and the location of the administrative office.

The Respondent shall provide a list of major public District clients represented by the firm during the last five (5) years in addition to providing a minimum of three (3) references from different clients for engagements performed in the last five (5) years where the services provided were the same or similar nature to the services requested herein. Respondent's Reference Information should include:

- Client's name, contact person, contact person's responsibility and relationship to the project, address, and telephone number.
- A description of the type and extent of the services provided by Respondent to the client.
- Names of key personnel on Respondent's team that participated in named projects and their specific responsibilities.

c) Key Personnel

Respondent shall provide the names, resumes, and a statement of qualifications of key personnel who are expected to be assigned to provide services under this agreement and shall identify their specific responsibilities.

Respondent shall submit a complete list of all sub-consultants and Special Counsel they intend to utilize in the provision of services requested in this solicitation. The selected firm may not award or engage any outside consultant without the District's prior notification and approval.

d) Required Disclosures

The following questions must be answered as part of your proposal with respect to both the firm and the Primary/Lead Attorney:

1. To the extent they are reasonably foreseeable from the information in this RFP and the firm's knowledge of the District, do you have any actual or potential conflicts of interest or any arrangements or relationships, formal or informal, which may interfere with your ability to provide independent, unbiased advice to the District? Outline the manner in which such conflicts would be resolved, mitigated, or avoided. Describe the firm's ability to obtain conflict waivers from any current or former clients due to any reasonably foreseeable conflicts. If the firm would seek a conflict waiver from the District, please describe what the firm would ask the District to waive. Describe the firm's willingness to eliminate or significantly minimize conflicts and prioritize its representation of the District.
2. Have you been the subject of any regulatory or administrative enforcement

action, or any investigation, in the past five years? If so, please explain.

3. Have you been suspended or debarred from performing legal work for any governmental District? If so, please explain.
4. Are there any investigations, lawsuits, or administrative proceedings involving you that the District should be aware of in considering your capacity to represent the District? Please include any actions, past or current, concerning malpractice claims against you relating to your representation of government agencies.

e) Firm's Approach

1. **Legal Needs and Issue Prioritization:** Describe how the firm would prioritize the District's various legal needs and the various issues facing the District. Describe how the firm will identify and prioritize needed action(s) to address new or foreseeable legal risks.
2. **Contractual Relationships, Litigation Matters, and Special Projects:** Describe how the firm would guide, support, and assist throughout its various contractual relationships, matters of litigation, and special projects, including strategic planning, contract development and negotiations, engagement with regulatory agencies, and other anticipated efforts. Include anticipated use of Special Counsel and sub-consultants. Provide a generalized approach and example process steps, timelines, major milestones, and key decision points. State assumptions, anticipated risks, and exclusions.
3. **Status and Issue Reporting:** Describe how the firm will keep the District informed about the status of legal matters. Describe the systems or mechanisms that would be established for monthly reporting and tracking of the status of issues, requests, and litigation. Describe the mechanisms the firm proposes to ensure client satisfaction and quality assurance.
4. **Communication Style:** Describe the firm's style and methods for communicating with clients. Describe how the firm would establish, develop, and maintain an effective working relationship with the Board of Directors, General Manager, and designated staff. Describe the firm's style of participation in Board meetings and workshops.
5. **Legal Resource Coordination:** Describe how the firm would coordinate the legal resources and specifically address the firm's proposed interaction with, oversight of, and plan for coordinating special counsel resources. Describe how the firm would evaluate whether to use an attorney within the firm or recommend an attorney from another firm to handle a case, provide expert advice, or provide other needed services.
6. **Plan for Transferring Institutional Knowledge:** Describe the process by which the firm would review past legal issues and current issues facing the District. Outline the firm's plan for obtaining the knowledge it needs to effectively represent the District. Explain if or how the firm will charge the District for obtaining this knowledge.
7. **Institutional Knowledge Continuity:** Describe how the firm would avoid concentration and limited transfer of institutional knowledge during its representation of the District.

Specifically, address how its plans for institutional knowledge continuity, as it pertains to legal issues and services, would protect the District from the risks associated with the concentration of institutional knowledge in one or a few individuals.

8. Succession Planning: Describe the firm’s plan to ensure adequate succession planning as it relates to the services it provides to the District. Please discuss the depth and strength of “the bench” proposed to serve the District’s needs, and how the firm would handle an extended absence by the individual proposed to serve as the General Counsel to limit any impact to the District. Please name the individual on the proposed team who would serve as the General Counsel should the proposed General Counsel become temporarily or permanently unavailable.

f) Fee Schedule

1. At present, the District’s average monthly use of General Counsel services is approximately 5 hours and varies between a low of 2 hours to a high of 10 hours. The following percentages are provided as guidance for estimating costs and level of effort supporting routine activities (excluding special projects):

Policy	5%
Brown Act	15%
Claims	3%
Contract Administration	10%
General Matters	60%
Personnel Matters	5%
Ordinances/Resolutions	2%

2. Proposed Fee Structure and Cost: Proposals may include fixed fee, hourly, and hybrid fee structure proposals. More than one structure may be proposed. Describe billing policies for time spent reviewing prior and existing legal matters, travel to and from meetings, and travel to other events or meetings requiring General Counsel attendance.
3. For cost comparison, provide an annual budget for services based on an estimate of average monthly costs for 8 hours for routine services with specific cost and time allocated to each member of key personnel, support personnel, and other anticipated ancillary costs and reimbursable expenses. State cost assumptions, potential cost savings opportunities, and any exclusions.
4. Legal Cost Management: Describe how the firm tracks and manages legal costs so that the District’s legal expenses are efficiently applied.
5. Administrative Processes: Describe the firm’s practice in timekeeping on an hourly basis (e.g., minimum charge, segments of time billed - tenths of an hour or one quarter of an hour), notification of changes in billing rates, net terms of bills issued, etc. Propose a recommended work breakdown structure for tracking and categorization of actual costs to assist the District’s management, control, and

forecasting of costs for future annual budget proposals. Also, please discuss the firm's ability to customize its timekeeping and billing processes to allow the District to better understand its use of legal resources.

6. Other Charges: Please list and provide current rates for charges other than those based on time billed to clients (e.g., facsimiles, copying, court filing charges, computer research, secretarial overtime, word processing, etc.).
7. Professional Liability Insurance Coverage: Please provide the limits of the firm's professional liability insurance coverage.

The District may accept and incorporate the submitted fee schedule as part of the award/agreement process without further negotiation or, alternatively, may use it as the basis for negotiations. Consequently, Respondents are encouraged to provide their best pricing terms.

VIII. Selection Process

Board members and other designated staff as directed by the Board of Directors, will review the proposals and consider the following factors to select the most qualified Respondent:

- Respondent Qualifications, Capabilities, and Experience
- Professional Qualifications of Key Personnel
- Required Disclosure
- Firm Approach
- Proposed Fee Schedule

Based on review of the proposals, a short list of Respondents may be selected to participate in an interview / presentation. The interview / presentation will afford the Respondent an opportunity to present the key personnel assigned to the engagement and discuss their qualifications. The Board may ask questions about the Respondent's written Proposal and other issues regarding their proposed Scope of Services. Presentations will be evaluated, and a successful Respondent will be selected for recommendation of contract award. Contract award is subject to the approval of the District's Board of Directors.

By submitting responses to this solicitation, respondents understand and agree that the District may award a contract to a firm whose approach exceeds or varies from the requirements listed. The District will be the sole judge of which proposal best satisfies the needs of the District.

Negotiations regarding agreement terms, conditions, scope of services, and pricing may or may not be conducted with the selected Respondent. Therefore, Proposals submitted should represent the Respondent's most favorable terms and offering, since the selection and award may be made without discussion with any Respondent. If the District engages the Respondent in negotiations and satisfactory agreement provisions cannot be reached, then negotiations may be terminated. The District may elect to contact another firm submitting a Proposal. This sequence may continue until an agreement is reached.

IX. Insurance Requirements

The successful Respondent shall procure and maintain, for the duration of the agreement, insurance against claims for injuries to persons or damages to property arising from or in connection with the performance of the work performed. The successful Respondent shall provide the following coverage:

1. **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to the District) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability** - (as applicable) Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with a limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the District, its directors, officers, employees, and authorized volunteers for losses paid under the terms of this policy which arise from work performed by the Named Insured for the District; but this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.
5. **Professional Liability** - (also known as Errors & Omission) Insurance appropriate to the Consultant profession, with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

Prior to the start of work, the successful Respondent shall provide evidence of insurance from an insurer(s) certifying to the coverage, including an endorsement naming the District as an additional insured.

X. Financial Statements

If selected, the Respondent may be requested to submit a complete financial statement for the two most recent years, prepared in accordance with generally accepted accounting principles. The financial statement must include a balance sheet and income statement. Respondent must be prepared to substantiate all information provided. Respondent must indicate herein Respondent's willingness to provide this information.

EXHIBITS:

Exhibit A - Scope of Services / Minimum Qualifications

Exhibit B – Sample Agreement

A Sample Agreement has been attached (Exhibit B) for your review. This agreement is representative of the agreement that will be executed upon award to the successful Respondent. Submission of your proposal in response to this solicitation constitutes your acceptance of all terms and conditions set forth in this sample agreement.

EXHIBIT A – SCOPE OF SERVICES / MINIMUM REQUIREMENTS

The Board of Directors of the Camrosa Water District District (hereinafter referred to as District) shall engage a law firm by contract to serve as primary agent responsible for the provision of general counsel services.

GENERAL EXPECTATIONS

Duties should include the following:

1. The review of agendas and related consultation with District staff and members of the Board of Directors regarding the proper placement and/or description of business items on agendas;
2. Attendance, in-person or remotely, to meetings of the District and their duly appointed committees, for which attendance is requested by the General Manager/Board President, unless excused by the General Manager/Board President;
3. Preparation and approval as to legal form all resolutions, ordinances, and any other legal documents or matters which are referred for advice, review, or handling during the terms of this Agreement;
4. Preparation of all legal advice on behalf of the District to Board members, General Manager, and other designated departmental heads or personnel as directed by the General Manager/Board President;
5. Collaborate and coordinate with the General Manager/Board President or their designee for the efficiency of creating, editing, revising, and managing the District's Contracts, MOUs, Engagement Letters, Requests for Proposal (RFP), etc.
6. Review and evaluation of the need as well as the engagement, coordination, and supervision of activities of any special counsel retained by the District as requested. This will include financial management, including cost containment strategies; and administration of contracts that the District may execute with special legal counsel. Such administration shall include oversight services such as review of attorney invoices, coordination of special legal counsel's activities, and direction to special legal counsel regarding strategies and communication;
7. Providing conflict of interest assistance to the Board of Directors and General Manager on behalf of the District, and assisting Board members and staff in seeking advice from the Fair Political Practices Commission;
8. Time spent reviewing, analyzing, redacting, and/or developing a written response to any single California Public Records Act request (Gov. Code section 6250 et seq.);
9. Providing advice as it pertains to the general powers and duties assigned to the District and ensuring its operational compliance with all applicable federal, state, and local legislation, statutes, codes, and procedures. This includes monitoring and applicability of pending state and federal legislation and regulations, and new case law, as appropriate; including and not limited to:
 - a. California Environmental Quality Act (CEQA);

- b. Prop. 218, 26;
 - c. Finance rates and charges;
 - d. Employment Law;
 - e. CalPERS;
 - f. Conflict of interest laws;
 - g. Disclosure of public record;
 - h. Public works construction;
 - i. Groundwater Adjudications ;
 - j. SGMA/GSAs;
 - k. Interagency Agreements/MOUs;
 - l. Negotiations;
 - m. Water Rights;
 - n. Urban Water Management Plans;
 - o. Water Assessments, Planning and Management;
 - p. Water Distribution;
 - q. Water Transfers;
 - r. California Department of Water Resources;
 - s. California State Water Resources Control Board;
 - t. Regional Water Quality Control Boards;
 - u. Ralph M. Brown Act;
 - v. Public Records Act;
 - w. Political Reform Act;
 - x. California Water Code;
 - y. General Special District Law; and
 - z. Any other applicable Government Codes and Regulatory Statutes.
10. Perform other related legal services as may be requested and provide recommendations and advice when requested by the District's General Manager and Board.
 11. Make written or oral reports to the Board as necessary regarding the status of any legal actions in which the District may be involved.
 12. Provide analysis of proposed and enacted legislation, published legal opinions, and other matters that may have an impact on the operations of the District.
 13. Represent the District in legal proceedings.
 14. Respond to inquiries from the District within 24 hours of the initial contact and maintain reasonable availability to respond to events of an emergent nature that expose the District to

serious potential legal liability.

15. Firm shall provide a monthly detailed accounting of its efforts that describes the time, attorney, and a brief description of the work performed with a summary page of the key areas reflecting the overall time and dollar. In addition, the Firm will provide a monthly written report to the Board of Directors to reflect its activity.

MINIMUM QUALIFICATIONS

1. All attorneys performing services for the District on behalf of the firm must be admitted to practice in the State of California and be members in good standing with the State Bar of California.
2. The firm member with primary responsibility for the services provided to the District shall have at least 10 years' experience or comparable providing general counsel legal services for special districts, municipalities, or other local public agencies.
3. The firm shall have demonstrated legal expertise in the following areas:
 - a. Laws and regulations governing California Special Districts, including the California Government Code, Ralph M. Brown Act, Public Records Act, Political Reform Act, and General Public Sector Law.
 - b. Experience and knowledge of Public Contracting Code, Labor Code and other California statutes governing the procurement process including bidding, awarding, contracting for and construction of public works and improvements.
 - c. Environmental law including: the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA).
 - d. Contracts, including risk transfer provisions.
 - e. Preparation, review and adoption of policies, administrative code, ordinances and resolutions.
 - f. Real estate law, easements, rights-of-way, encroachments, permits, and other related agreements and negotiations.
 - g. Experience with Water Law and the California Voting Rights Act is preferred.
 - h. Law pertaining to water utility rate setting.
 - i. Experience and knowledge of Public Contracting Code, Labor Code and other California statutes governing the procurement process including bidding, awarding, contracting and construction of public works and improvements.
 - j. Understanding of Federal and State Budgeting process whereby various funds are authorized and appropriated.
4. The Firm shall procure and maintain the insurance required, for the duration of the contract, to insure against claims for injuries to persons or damages to District property arising from or in connection with the performance of the work performed as set forth in Sample Agreement.
5. The Firm must be able to demonstrate their ability to provide the necessary legal services using a combination of online, video conference, telephone, and/or in-person methods to provide legal assistance to the District.

EXHIBIT B – SAMPLE AGREEMENT

**Camrosa Water District
7385 Santa Rosa Rd. Camarillo, CA 93012
Telephone (805) 482-4677 - FAX (805) 987-4797**

Some of the important terms of this agreement are printed on pages 2 through 3. For your protection, make sure that you read and understand all provisions before signing. The terms on Page 2 through 3 are incorporated in this document and will constitute a part of the agreement between the parties when signed.

TO:

DATE:

Agreement No.:

The undersigned Consultant offers to furnish the following:

Contract price \$:

Contract Term:

Instructions: Sign and return original. Upon acceptance by Camrosa Water District, a copy will be signed by its authorized representative and promptly returned to you. Insert below the names of your authorized representative(s).

Accepted: Camrosa Water District

Consultant:

By: _____
Norman Huff

By: _____

Title: General Manager

Title:

Date: _____

Date: _____

Other authorized representative(s):

Other authorized representative(s):

Consultant agrees with Camrosa Water District (District) that:

- a. **Indemnification:** To the extent permitted by law, Consultant shall hold harmless, defend at its own expense, and indemnify the District, its directors, officers, employees, and authorized volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees and costs, arising from negligent acts, errors or omissions of Consultant or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses arising from the District's sole negligence or willful acts.
- b. **Minimum Insurance Requirements:** Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees or subcontractors.
- c. **Coverage:** Coverage shall be at least as broad as the following:
 1. **Commercial General Liability (CGL) -** Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to the District) or the general aggregate limit shall be twice the required occurrence limit.
 2. **Automobile Liability –** (If applicable) Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with a limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
 3. **Workers' Compensation Insurance -** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
 4. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the District, its directors, officers, employees, and authorized volunteers for losses paid under the terms of this policy which arise from work performed by the Named Insured for the District; but this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.
 5. **Professional Liability -** (also known as Errors & Omission) Insurance appropriate to the Consultant profession, with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
- d. **If Claims Made Policies:**
 1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

Other Required Provisions: The general liability policy must contain, or be endorsed to contain, the following provisions:

- a. **Additional Insured Status:** District, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations

performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.

- b. **Primary Coverage:** For any claims related to this project, the Consultant's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the District, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the District, its directors, officers, employees, and authorized volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

Self-Insured Retentions: Self-insured retentions must be declared to and approved by the District. The District may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District.

Acceptability of Insurers: Insurance is to be placed with insurers having a current A.M. Best rating of no less than A:VII or as otherwise approved by the District.

Verification of Coverage: Consultant shall furnish the District with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration and Endorsements pages listing all policy endorsements. If any of the required coverages expire during the term of this agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to Camrosa Water District at least ten (10) days prior to the expiration date.

Subcontractors: Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the District, its directors, officers, employees, and authorized volunteers are an additional insured on Commercial General Liability Coverage.

Other Requirements:

- a. Consultant shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted on Page 1 as "other authorized representative(s)."
- b. Payment, unless otherwise specified on Page 1, is to be 30 days after acceptance by the District.
- c. Permits required by governmental authorities will be obtained at Consultant's expense, and Consultant will comply with applicable local, state, and federal regulations and statutes including Cal/OSHA requirements.
- d. Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by the District. Consultant's "other authorized representative(s)" has/have the authority to execute such written change for Consultant.

The District may terminate this Agreement at any time, with or without cause, giving written notice to Consultant, specifying the effective date of termination.