

**RECLAMATION  
DISTRICT  
NO. 1000**

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**REQUEST  
FOR  
QUALIFICATIONS**

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**GENERAL  
COUNSEL  
LEGAL SERVICES**

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**OCTOBER 1, 2019**

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**Reclamation District No. 1000**

**1633 Garden Highway  
Sacramento, CA 95833**

**(916) 922-1449**

**[www.rd1000.org](http://www.rd1000.org)**

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# Reclamation District No. 1000

## Request for Qualifications – General Counsel Legal Services

### TRUSTEES

**JEFF SMITH – BOARD PRESIDENT**  
**TOM BARANDAS – BOARD VICE PRESIDENT**  
**NICK AVDIS – TRUSTEE**  
**CHRIS BURNS – TRUSTEE**  
**DAVID CHRISTOPHEL – TRUSTEE**  
**THOMAS M. GILBERT – TRUSTEE**  
**FREDERICK HARRIS – TRUSTEE**

### OFFICERS

**KEVIN L. KING – GENERAL MANAGER**  
**JOLEEN GUTIERREZ – BOARD SECRETARY/TREASURER**  
**DAY, CARTER, MURPHY, LLP - ATTORNEYS**

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## Table of Contents

<b>Introduction .....</b>	<b>1</b>
<b>General .....</b>	<b>1</b>
<b>Mission Statement.....</b>	<b>2</b>
<b>Responsibility Statement .....</b>	<b>2</b>
<b>Vision Statement .....</b>	<b>2</b>
<b>Organizational Chart .....</b>	<b>3</b>
<b>Request for Qualifications – General Counsel Legal Services.....</b>	<b>4</b>
<b>Executive Summary.....</b>	<b>4</b>
<b>Description of Services .....</b>	<b>4</b>
<b>Qualification Proposal Deadline .....</b>	<b>4</b>
<b>Questions.....</b>	<b>4</b>
<b>Section A – MINIMUM QUALIFICATIONS.....</b>	<b>5</b>
<b>Minimum Qualifications – General Counsel Legal Services .....</b>	<b>5</b>
<b>Section B – GENERAL TERMS AND CONDITIONS SUBMITTAL REQUIREMENTS.....</b>	<b>7</b>
<b>Requirement to Meet All Provisions.....</b>	<b>7</b>
<b>Qualification Proposals .....</b>	<b>7</b>
<b>Insurance Certificate .....</b>	<b>7</b>
<b>Submittal of References .....</b>	<b>7</b>
<b>Statement of Contract Disqualifications .....</b>	<b>8</b>
<b>Qualification Proposal Withdrawal and Opening.....</b>	<b>8</b>
<b>Communications .....</b>	<b>8</b>
<b>Qualification Proposal Retention and Award.....</b>	<b>8</b>
<b>Competency and Responsibility of Firm.....</b>	<b>8</b>
<b>Contract Requirement.....</b>	<b>8</b>
<b>Insurance Requirements .....</b>	<b>8</b>

---

Failure to Accept Contract .....	9
Section C – QUALIFICATION PROPOSAL CONTENT AND SELECTION PROCESS .....	10
Qualification Proposal Content .....	10
Qualification Proposal Evaluation and Firm Selection.....	12
Section D – FORM OF AGREEMENT .....	13
Agreement .....	13
Section E – SUBMITTAL FORMS ACKNOWLEDGEMENT.....	20
Insurance Certificate .....	20
Statement of Past Contract Disqualifications.....	21
References .....	21
Section F – INSURANCE REQUIREMENTS: Firm Services.....	25

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# Introduction

## General

Reclamation District No. 1000 (RD1000; District) was organized on April 8, 1911, by special act of the California Legislature, and is governed by the Reclamation District Act (California Water Code sections 50,000 et. seq.). The District's affairs are governed by a seven-member Board of Trustees. At the time of formation, the District embarked on the largest privately funded reclamation project in the United States. What was accomplished by the District in the twentieth century was truly remarkable. Today, the District's perimeter levee system consists of 42.6 miles of project levees encircling the District's 55,000 acres. The District also operates and maintains an interior drainage system consisting of 30 miles of main drainage canals, approximately 150 miles of drainage ditches and eight pumping stations. The drainage system collects agricultural tailwater, stormwater and drainage and delivers them to the pumping plants for disposal in the adjacent rivers and creeks.

RD 1000 perimeter levees are undergoing the largest rehabilitation since their original construction over a hundred years ago. The \$1.7 billion Natomas Levee Improvement Project (NLIP) which began in 2007 and will continue through 2025, will provide the Natomas Basin with two hundred-year flood protection when complete.

As the District moves into its second century, its public safety mission remains its first commitment. The District's sole purpose and function is to monitor, operate, and maintain the levees and flood control infrastructure protecting the more than one hundred thousand people in the Natomas Basin, ensuring that the system is ready for the next one hundred years.

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## Mission Statement

Reclamation District No. 1000's mission is flood protection for the Natomas Basin providing for the public's health and safety by operating and maintaining the levees, and the District's canals and pump stations in a safe, efficient and responsible manner.

## Responsibility Statement

On behalf of and in communication with the residents of the Natomas Basin, the District meets its flood protection Mission by operating and maintaining:

- The perimeter levee system to prevent exterior floodwaters from entering the Natomas Basin.
- The District's interior canal system to collect the stormwater runoff and agricultural drainage from within the Natomas Basin.
- The District's pump stations to safely discharge interior stormwater and agricultural drainage out of the Natomas Basin.

## Vision Statement

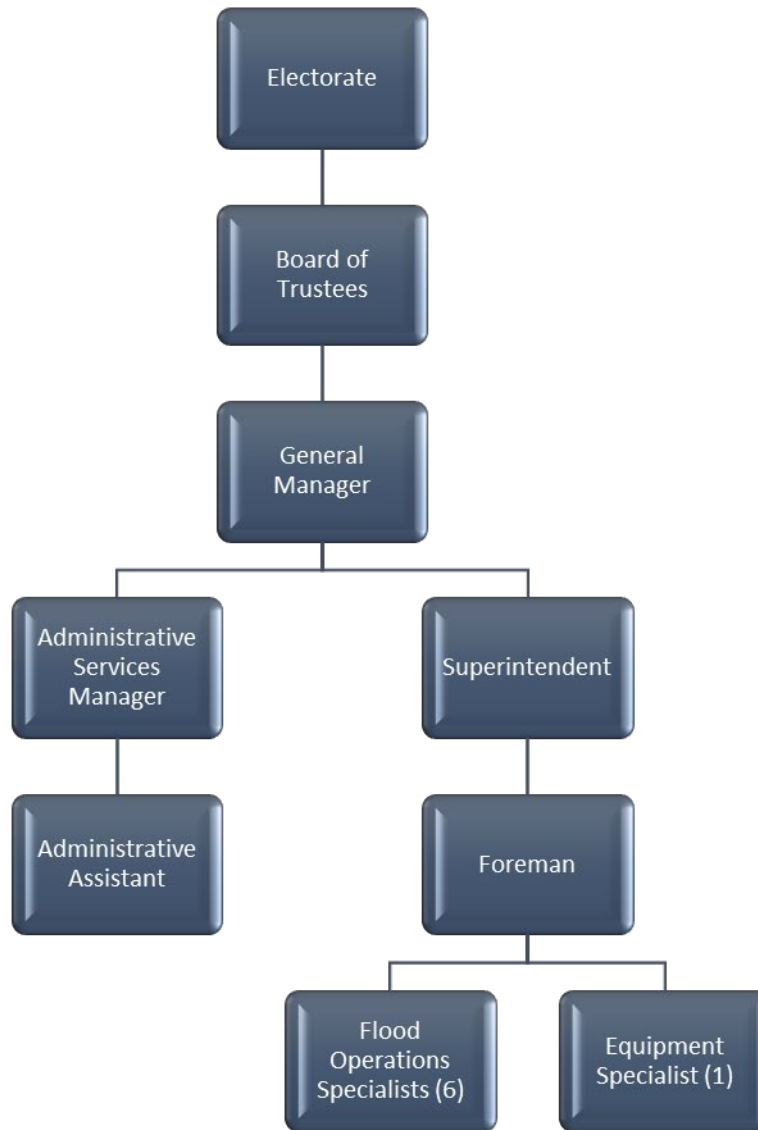
In meeting its flood protection Mission, the District shall also:

- Carry out its responsibilities in a safe, professional and accountable manner that adheres to the principles of good governance and transparency being sensitive to community interests and the environment.
- Continuously identify and implement operational, maintenance, structural and non-structural improvements that reduce flood risks in the Natomas Basin.
- Cooperate with private entities and public agencies (including the Corps of Engineers and the State Central Valley Flood Protection Board) with whom the District shares responsibilities, common goals, and objectives for flood protection in the Natomas Basin.
- Educate the public about the risks of flooding in the Natomas Basin and the District's efforts to minimize those risks.

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Organizational Chart

# RECLAMATION DISTRICT NO. 1000 ORGANIZATIONAL CHART



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# Request for Qualifications – General Counsel Legal Services

## Executive Summary

Reclamation District No. 1000 (RD 1000; District) is requesting qualification proposals to provide general counsel legal services, from interested law firms with a minimum of 10 years' experience representing public agencies in flood protection issues, general governmental procedures, compliance, contracts and transactions, and civil litigation. The District proposes to select one qualified firm to perform these services for the District beginning in December 2019. The District reserves the right to reject any proposals and full discretion as to the award or refusal to award any contract.

## Description of Services

In general, needed services consist of general counsel legal services, general governmental procedures, compliance, contracts and transactions, civil litigation, public meetings and records issues, intergovernmental agreements, real estate agreements, labor and employment issues. The selected firm, if any, will serve as General Counsel at the pleasure of the District's Board of Trustees.

## Qualification Proposal Deadline

All qualification proposals must be received by the District's office at 1633 Garden Highway, Sacramento, CA 95833 by **2:00 P.M. on October 31, 2019**. Submittals received after said time will not be considered.

## Questions

Contact General Manager Kevin King at (916) 922-1449 or [kking@rd1000.org](mailto:kking@rd1000.org) with any questions regarding this Request for Qualifications.



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## Section A – MINIMUM QUALIFICATIONS

### Minimum Qualifications – General Counsel Legal Services

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 (“Lead Counsel”) must have at least 10 years’ experience providing general counsel legal services for joint powers authorities, special districts (includes irrigation districts, water districts, reclamation districts, county water districts), municipalities or other local public agencies.
3. Demonstrated legal expertise in the following practice areas as they relate to joint powers authorities, special districts, municipal governments, and reclamation districts, in California:
  - a) Laws and regulations that pertain to the governance of public entities including, but not limited to, California joint powers authorities, special districts, water districts, irrigation districts, reclamation districts and municipalities. The relevant laws and regulations include, but are not limited to, the Ralph M. Brown Act; Public Records Act; Political Reform Act; conflicts of interest laws; general public entity and municipal law; the California Government Code and California Water Code; and operating procedures and rules of order relative to the conduct of joint powers authorities, special districts, and municipalities, and laws and regulations that pertain to reclamation districts.
  - b) Flood protection matters in state courts and before the Central Valley Flood Protection Board, including matters pertaining to State’s Plan of Flood Control.
  - c) Federal reclamation law, such as the Central Valley Project Improvement Act, the Central Valley Project System, the State Water Project system, and matters related to flood protection contracts with the United States government and California State government.
  - d) Environmental law, including California Environmental Quality Act (CEQA); federal National Environmental Policy Act (NEPA); California and federal Endangered Species Acts; federal Clean Water Act and the California Porter- Cologne Water Quality Act.
  - e) Experience and expertise in permitting from, or otherwise working through, regulatory issues with state and federal agencies including, but not limited to, the United States Bureau of Reclamation; United States Fish & Wildlife Service; National Marine Fisheries Service; United States Environmental Protection Agency; United States Army Corps of Engineers; California Department of Water Resources; State Water Resources Control Board; California Department of Fish & Wildlife; Central Valley Regional Water Quality Control Board; and

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Central Valley Flood Protection Board.

- f) Knowledge and experience working on legal, regulatory, environmental, and similar matters related to flood protection, the Sacramento River, American River and Northern Sacramento Valley.
  - g) Public employment labor laws, policies and litigation.
  - h) Laws pertaining to funding the operations of a reclamation district and projects related to Capital Improvement Plan implementation, including Proposition 218, and regulatory fees.
  - i) Preparation, review and adoption of legal opinions, contracts, memoranda of understanding (including risk transfer and avoidance provisions), resolutions, and policies.
  - j) Governance in joint powers authorities, including amendments and bylaws, and experience in interfacing with counsel for joint powers member agencies.
  - k) California statutory provisions which may be applicable to the public works procurement, bidding, award and construction process, including the California Public Contract Code and Labor Code.
  - l) Real estate law, easements, rights-of-way, encroachment permits, and other related agreements and negotiations.
  - m) Interpretation and enforcement of settlement agreements, its implementing legislation, and consent judgments.
  - n) Legislative and administrative (regulatory) law, both California and federal, including proposed and enacted legislation.
  - o) Other relevant areas pertaining to joint powers authority, special district, municipal, and reclamation district, law, including liability claims, legal compliance, ethics, and risk avoidance.
  - p) Knowledge of California flood protection institutional structure.
  - q) Supervision of special counsel in litigation matters.
4. Lead Counsel shall typically attend all Board of Directors meetings, and the firm must be accessible to provide legal assistance to the District on an emergency basis.

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## Section B – GENERAL TERMS AND CONDITIONS SUBMITTAL REQUIREMENTS

### **Requirement to Meet All Provisions**

Each individual or firm submitting qualifications (Firm) shall meet all the terms, and conditions of the Request for Qualifications (RFQ) package. By virtue of its submittal, the Firm acknowledges agreement with and acceptance of all provisions of the RFQ package.

### **Qualification Proposals**

Each qualification proposal must be made on the form(s) provided and accompanied by any other required submittals or supplemental materials. Qualification proposals shall be enclosed in an envelope that shall be sealed and addressed to Reclamation District No. 1000, 1633 Garden Highway, Sacramento CA, 95833. Each qualification proposal shall include one electronic copy of the material in *Adobe Acrobat* format on Universal Serial Bus (USB) Flash Drive. In order to guard against premature opening, the qualification proposal should be clearly labeled with the title, name of Firm, and date and time of opening. No FAX submittals will be accepted.

To guard against premature opening, each qualification proposal shall be submitted to the District in a sealed envelope plainly marked with the following:

- RFQ title (“Request for Qualifications – General Counsel Legal Services”)
- Firm name
- Time and date of the opening (“October 31, 2019 @ 2:00 pm”)

### **Insurance Certificate**

Each qualification proposal must include a certificate of insurance showing:

- The insurance carrier and its A.M. Best rating.
- Scope of coverage and limits.
- Deductibles and self-insured retention.

The purpose of this submittal is to generally assess the adequacy of the Firm’s insurance coverage during submittal evaluation; as discussed below, endorsements are not required until contract award. The District’s insurance requirements are detailed in Section F.

### **Submittal of References**

Each proposer shall submit a statement of qualifications and references on the form provided in Section E of this RFQ.

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## **Statement of Contract Disqualifications**

Each proposer shall submit a statement regarding any past government disqualifications on the form provided in Section E of this RFQ.

## **Qualification Proposal Withdrawal and Opening**

A Firm may withdraw its qualification proposal, without prejudice prior to the time specified for the opening, by submitting a written request to the District General Manager for its withdrawal, in which event the submittal will be returned to the Firm unopened. No submittal received after the time specified or at any place other than that stated in the "Notice Requesting Qualifications" will be considered. The opening of proposals in response to this RFQ is not subject to attendance by the general public. This restriction is necessitated by the fact that the contract award is subject to negotiations, and it would be unfair for competing firms to know the prices quoted by one another.

## **Communications**

All timely requests for information submitted in writing will receive a written response from the District. Telephone communications with District staff are not encouraged but will be permitted. However, any such oral communication shall not be binding on the District.

## **Qualification Proposal Retention and Award**

The District reserves the right to retain all qualification proposals for a period of 60 days for examination and comparison. The District also reserves the right to waive non-substantial irregularities in any qualification proposal, to reject any or all qualification proposals, to reject or delete one part of a qualification proposal and accept the other, except to the extent that proposals are qualified by specific limitations.

## **Competency and Responsibility of Firm**

The District reserves full discretion to determine the competence and responsibility, professionally and/or financially, of Firms. Firms will provide, in a timely manner, all information that the District deems necessary to make such a decision.

## **Contract Requirement**

The Firm to whom award is made (if any) shall execute a written contract with the District within ten (10) calendar days after notice of the award has been sent by mail to it at the address given in its qualification proposal. The contract shall be made in the form adopted by the District and incorporated in this RFQ.

## **Insurance Requirements**

The Firm shall provide proof of insurance in the form, coverages and amounts specified in Section F within 10 (ten) calendar days after notice of contract award as a precondition to contract execution.

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### **Failure to Accept Contract**

The following will occur if the Firm to whom the award is made (if any) fails to enter into the contract: the award will be annulled; any bid security will be forfeited in accordance with the special terms and conditions if a Firm's bond or security is required; and an award may be made to the next highest ranked Firm with whom a responsible compensation is negotiated, who shall fulfill every stipulation as if it were the party to whom the first award was made.

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## Section C – QUALIFICATION PROPOSAL CONTENT AND SELECTION PROCESS

### Qualification Proposal Content

#### 1. Submittal Forms

- a. Acknowledgement
- b. Certificate of Insurance
- c. References
- d. Statement of Past Disqualifications

#### 2. Qualifications

- a. A detailed scope of services that reflects the firm's understanding of the District's requirements.
- b. Written responses to all the subject areas set forth in the "Minimum Firm Qualifications" section, demonstrating the firm's experience and expertise in: (a) counseling; (b) transactional; and (c) litigation matters for each subject area.
- c. Personnel Qualifications: The Proposal shall identify the Lead Counsel who will be primarily responsible for providing legal services to the District, and other attorneys and staff to be assigned to District legal matters. Please include the qualifications, training, and certifications of Lead Counsel, and all other attorneys and staff who will perform the services outlined herein. Please include the name(s) of a backup attorney for the Lead Counsel (such backup attorney should also have prior, specific qualifying experience acting as general counsel for public agencies).
- d. List of Clients: A list of major public agency clients represented by the firm during the last five (5) years, with contact information (i.e., name of the clients, addresses, phone numbers, and contact person). The District reserves the right to contact any of the references.
- e. Additional Firm Information: The Proposal shall include the following: (a) Its scope of practice (national, regional, statewide, or local), and founding date; (b) Number of firm partners, "of counsel," associates, paralegals and other employees; (c) Location of primary office; (d) Number of firm clients.

#### 3. Questions:

Please respond in the Proposal to the following questions:

- a. If the Firm were selected to represent the District, do you anticipate that it would have to obtain conflict waivers from any currently existing firm client?
- b. Are you aware of any other ethical conflicts or other related issues which would preclude the

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firm from providing legal services to the District?

- c. Do your designated litigation attorneys try cases by themselves or is responsibility shared with transactional attorneys who specialize in the practice area at issue, e.g. water and environmental?
- d. Briefly describe your firm's experience and expertise in advising public agencies on questions of law involving: (a) the Brown Act; and (b) conflict of interest laws; (c) water rights; (d) property rights; (e) flood protection issues.
- e. A description of legal services performed for public agencies located in the Sacramento Valley region.
- f. How many partners and associates have left your firm in the last three (3) years?
- g. What is the firm's approach to supervising and training associates?
- h. What type of tasks does your firm assign to paralegals or law clerks?
- i. Within the last five (5) years, has the firm been subject to any civil litigation for malpractice arising out of its performance of legal services for any firm client? If so, please provide the: (a) name and court case identification number for each case;(b) the jurisdiction in which it was filed; and (c) the outcome of the litigation, i.e. whether the case is pending, a judgment was entered, a settlement was reached, or the case was dismissed.

#### **4. Fee Schedule:**

Please answer the following:

- a. Please state the hourly rate(s), together with costs reimbursement(s), you propose for rendering legal services to the District, including rates for Lead Counsel, all other attorneys and staff (including law clerks and paralegals), and travel time to District meetings in Sacramento County.
- b. Does the firm offer discounted rates to public agencies such as the District? Do you discount your rates for any other reasons? If so, do the quoted hourly rates reflect those discounts?
- c. Is the Firm open to discussing fee arrangements other than fees for service on an hourly basis? If so, please state in detail what the Firm proposes.

#### **5. Qualification Proposal Length and Copies**

- a. Qualification proposals should be the minimum length to provide the required information. Proposals shall not exceed 60 pages in length, including required forms.
- b. Five (5) copies of the qualification proposal must be submitted.
- c. One PDF format electronic copy must be submitted on a USB Flash Drive.

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## **Qualification Proposal Evaluation and Firm Selection**

Qualification proposals will be evaluated by a review committee and contract award process as follows:

### **1. Written Proposal Review/Finalist Candidate Selection**

Evaluation of the qualification proposals will be based on the following:

- a. Understanding of the General Counsel Legal Services.
- b. Demonstrated competence, professional qualifications of proposed staff.
- c. Recent experience in successfully performing similar Services.
- d. Ability to respond quickly to requests.

Qualification proposals will be reviewed by a selection committee and ranked in accordance with the above criteria. Where one qualification proposal is rated consistently higher than others, the firm may be selected as the top ranked consultant for purposes of contract negotiation.

Alternatively, a group of finalist candidates (generally the top 3 to 5 five proposers) may be selected for follow-up interviews and presentations, or requests for additional clarifying information, before the final top ranked firms for contract negotiation are determined.

### **2. Qualification Proposal Review and Award Schedule**

The following is an outline of the anticipated schedule for qualification proposal review and contract award:

Issue RFQ: October 1, 2019

Last Day for Questions: October 18, 2019

Receive qualification proposals: October 31, 2019

Selection Committee: November 1, 2019 – November 29, 2019

- The Selection Committee will conduct a Level I review that will consist of evaluating the proposals for the purpose of establishing the most qualified firms. The Selection Committee may decide on a recommendation for awarding the contract upon completion of the Level I review.
- If needed, the Selection Committee will conduct a Level II review. The Level II review will be conducted to select the finalist from a small pool of candidates. This level may include a request for a presentation from the finalists, proposal fact finding and negotiation of contract terms and conditions.

Complete evaluation: November 29, 2019

Award contract: December 13, 2019



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## Section D – FORM OF AGREEMENT

### Agreement

THIS AGREEMENT is made and entered into in the City of Sacramento on [day, date, year] by and between RECLAMATION DISTRICT NO. 1000, a public entity of the State of California, hereinafter referred to as District, and [FIRM'S NAME IN CAPITAL LETTERS], hereinafter referred to as Firm.

### WITNESSETH

WHEREAS, on October 1, 2019, the District requested qualification proposals for General Counsel Legal Services.

WHEREAS, pursuant to said request, Firm submitted a proposal that was accepted by District for said services.

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

- 1. Term.** The term of this Agreement shall be from the date this Agreement is made and entered, as first written above for a term of five (5) years.
- 2. Contract Extension and Cost Increases.** The term of the contract may be extended by mutual consent for an additional five (5) years. During this extended period, labor rates may be increased to reflect increased labor costs and overhead at each one-year contract anniversary, provided the District is notified of the increases in advance. Rates may be increased to reflect actual cost increases up to a percentage equal to the percentage increase in the U.S. Consumer Price Index/All Urban Consumers (CPI-U) from March in the previous year to March in the year of adjustment upon request of Firm.
- 3. Termination.** If, during the term of the contract, the District determines that the Firm is not faithfully abiding by any term or condition contained herein, the District may notify the Firm in writing of such defect or failure to perform. This notice must give the Firm a 10 (ten) calendar day notice of time thereafter in which to perform said work or cure the deficiency.

If the Firm has not performed the work or cured the deficiency within the ten days specified in the notice, such shall constitute a breach of the contract and the District may terminate the contract immediately by written notice to the Firm to said effect. Thereafter, neither party shall have any further duties, obligations, responsibilities, or rights under the contract except, however,

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any and all obligations of the Firm's surety shall remain in full force and effect, and shall not be extinguished, reduced, or in any manner waived by the termination thereof.

In said event, the Firm shall be entitled to the reasonable value of its services performed from the beginning date in which the breach occurs up to the day it received the District's Notice of Termination, minus any offset from such payment representing the District's damages from such breach. "Reasonable value" includes fees or charges for goods or services as of the last milestone or task satisfactorily delivered or completed by the Firm as may be set forth in the Agreement payment schedule; compensation for any other work, services or goods performed or provided by the Firm shall be based solely on the District's assessment of the value of the work-in-progress in completing the overall work scope.

The District reserves the right to delay any such payment until completion or confirmed abandonment of the project, as may be determined in the District's sole discretion, so as to permit a full and complete accounting of costs. In no event, however, shall the Firm be entitled to receive in excess of the compensation quoted in its proposal.

The District also reserves the right to terminate the contract for convenience, providing a 30 (thirty) calendar day notice, at any time upon a determination by the General Manager that termination of the contract is in the best interest of the District. In this case the Firm will be paid compensation due and payable to the date of termination.

- 4. Ability to Perform.** The Firm warrants that it possesses, or has arranged through subcontracts, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all applicable federal, state, county, city, and special district laws, ordinances, and regulations.
- 5. Sub-contract Provisions.** No portion of the work pertinent to this contract shall be subcontracted without written authorization by the District, except that which is expressly identified in the Firm's qualification proposal. Any substitution of sub-consultants must be approved in writing by the District. For any sub-contract for services in excess of \$25,000, the subcontract shall contain all provisions of this agreement.
- 6. Contract Assignment.** The Firm shall not assign, transfer, convey or otherwise dispose of the contract, or its right, title or interest, or its power to execute such a contract to any individual or business entity of any kind without the previous written consent of the District.
- 7. Inspection.** The Firm shall furnish District with every reasonable opportunity for District to ascertain that the services of the Firm are being performed in accordance with the requirements

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and intentions of this contract. All work done and all materials furnished, if any, shall be subject to the District's inspection and approval. The inspection of such work shall not relieve Firm of any of its obligations to fulfill its contract requirements.

- 8. Record Retention and Audit.** For the purpose of determining compliance with various laws and regulations as well as performance of the contract, the Firm and sub-consultants shall maintain all books, documents, papers, accounting records and other evidence pertaining to the performance of the contract, including but not limited to the cost of administering the contract. Materials shall be made available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. Authorized representatives of the District shall have the option of inspecting and/or auditing all records.
- 9. Conflict of Interest.** The Firm shall disclose any financial, business, or other relationship with the District that may have an impact upon the outcome of this contract, or any ensuing District project. The Firm shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing District project which will follow. The Firm staff shall provide a Conflict of Interest Statement where determined necessary by the District.

The Firm covenants that it presently has no interest, and shall not acquire any interest— direct, indirect or otherwise—that would conflict in any manner or degree with the performance of the work hereunder. The Firm further covenants that, in the performance of this work, no sub-consultant or person having such an interest shall be employed. The Firm certifies that no one who has or will have any financial interest in performing this work is an officer or employee of the District.

- 10. Rebates, Kickbacks or Other Unlawful Consideration.** The Firm warrants that this contract was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any District employee. For breach or violation of the warranty, the District shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.
- 11. Covenant Against Contingent Fees.** The Firm warrants by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Firm for the purpose of securing business. For breach or violation of this warranty, the District has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion, to deduct from the contract price or

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consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

- 12. Compliance with Laws and Wage Rates.** The Firm shall keep itself fully informed of and shall observe and comply with all applicable state and federal laws and county and City of Sacramento ordinances, regulations and adopted codes during its performance of the work.
- 13. Payment of Taxes.** The contract prices shall include full compensation for all taxes that the Firm is required to pay.
- 14. Immigration Act of 1986.** The Firm warrants on behalf of itself and all sub-consultants engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.
- 15. Firm Non-Discrimination.** In the award of subcontracts or in performance of this work, the Firm agrees that it will not engage in, nor permit such sub-consultants as it may employ, to engage in discrimination in employment of persons on any basis prohibited by State or Federal law.
- 16. Indemnification for Professional Liability.** To the fullest extent permitted by law, the Firm shall indemnify, protect, defend and hold harmless the District and any and all of its officials, employees and agents (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including attorney’s fees and cost which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Firm.
- 17. Non-Exclusive Contract.** The District reserves the right to contract for the services listed in this RFQ from other consultants during the contract term.
- 18. Release of Reports and Information.** Any reports, information, data, or other material given to, prepared by or assembled by the Firm as part of the work or services under these specifications shall be the property of District and shall not be made available to any individual or organization by the Firm without the prior written approval of the District.

The Firm shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by the District and receipt of the District’s written permission.

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**19. Firm Invoices.** The Firm shall deliver a monthly invoice to the District, itemized by task. Invoice must include a breakdown of hours billed and miscellaneous charges and any sub-consultant invoices, similarly broken down, as supporting detail.

**20. Payment.** For providing services as specified in this Agreement, Firm shall be reimbursed for hours worked at the hourly rates attached to this agreement. Hourly rates include direct salary costs, employee benefits, overhead and fee. In addition, the Firm shall be reimbursed for direct costs other than salary and vehicle cost that have been identified and are attached to this agreement. The Firm's personnel shall be reimbursed for per diem expenses at a rate not to exceed that currently authorized for State employees under State Department of Personnel Administration rules.

**21. Payment Terms.** The District's payment terms are 30 days from the receipt and approval by the District of an original invoice and acceptance by the District of the services provided by the Firm (Net 30).

**22. Resolution of Disputes.** Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of the District's General Manager and the District's Administrative Services Manager, who may consider written or verbal information submitted by the Firm. Not later than thirty (30) days after completion of all deliverables necessary to complete the project, the Firm may request review by the District Board of Trustees of unresolved claims or disputes.

Any dispute concerning a question of fact arising under an audit of this contract that is not disposed of by agreement, shall be reviewed by the District's Administrative Services Manager. Not later than thirty (30) days after issuance of the final audit report, the Firm may request a review by the District's Administrative Services Manager of unresolved audit issues. The request for review must be submitted in writing.

Neither the pendency of a dispute, nor its consideration by the District will excuse the Firm from full and timely performance in accordance with the terms of this contract.

**23. Agreement Parties.**

**District:** Kevin L. King  
General Manager  
Reclamation District No. 1000  
1633 Garden Highway  
Sacramento, CA 95833

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**Firm:**

All written notices to the parties hereto shall be sent by United States mail, postage prepaid by registered or certified mail addressed as shown above.

- 24. Incorporation by Reference.** District Request for Qualifications – General Counsel Legal Services and Consultant's qualification proposal, are hereby incorporated in and made a part of this Agreement.
- 25. Amendments.** Any amendment, modification or variation from the terms of this Agreement shall be in writing and shall be effective only upon approval by the District General Manager.
- 26. Working Out of Scope.** If, at any time during the project, the firm is directed to do work by persons other than the District General Manager and the firm believes that the work is outside of the scope of the original contract, the firm shall inform the General Manager immediately. If the General Manager and firm both agree that the work is outside of the project scope and is necessary to the successful completion of the task, then a fee will be established for such work based on Firm's hourly billing rates or a lump sum price agreed upon between the District and the Firm. Any extra work performed by Firm without prior written approval from the District General Manager shall be at Firm's own expense.
- 27. Complete Agreement.** This written agreement, including all writings specifically incorporated herein by reference, shall constitute the complete agreement between the parties hereto. No oral agreement, understanding or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral agreement, understanding or representation be binding upon the parties hereto. For and in consideration of the payments and agreements hereinbefore mentioned to be made and performed by District, Firm agrees with District to do everything required by this Agreement.
- 28. Authority to Execute Agreement.** Both District and Firm do covenant that each individual executing this agreement on behalf of each party is a person duly authorized and empowered to execute Agreements for such party.

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IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

RECLAMATION DISTRICT NO. 1000:

FIRM:

Name of Firm By:

\_\_\_\_\_  
Kevin L. King, General Manager

\_\_\_\_\_  
Name of Partner, Its: Partner

APPROVED AS TO FORM:

\_\_\_\_\_  
Jim Day, District Counsel

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## Section E – SUBMITTAL FORMS ACKNOWLEDGEMENT

The undersigned declares that she or he:

- Has carefully examined the Request for Qualifications – General Counsel Legal Services
- Is thoroughly familiar with its content
- Is authorized to represent the proposing firm; and
- Agrees to perform the work as set forth in this qualification proposal.

Firm Name and Address:		
Contact Name:		
Email:	Fax:	Phone:

Signature of Authorized Representative:	Date:
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### Insurance Certificate

\_\_\_\_\_ Insurance Company's A.M. Best Rating

Certificate of insurance attached



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### Statement of Past Contract Disqualifications

The Firm shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes

No

If yes, explain the circumstances.

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Executed on \_\_\_\_\_ at \_\_\_\_\_ under penalty of perjury of the laws of the State of California, that the foregoing is true and correct.

\_\_\_\_\_

Signature of Authorized Firm Representative

### References

Number of years engaged in providing the services included within the scope of the specifications under the present business name: \_

Describe fully the last three (3) contracts performed by your firm that demonstrate your ability to provide the services included with the scope of the RFQ. Attach additional pages if required. The District reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

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**Reference No. 1**

Customer Name	
Contact Individual	
Telephone & Email	
Street Address	
City, State, Zip Code	
Date of Services	
Contract Amount	
Description of Services	
Project Outcome	

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**Reference No. 2**

Customer Name	
Contact Individual	
Telephone & Email	
Street Address	
City, State, Zip Code	
Date of Services	
Contract Amount	
Description of Services	
Project Outcome	

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**Reference No. 3**

Customer Name	
Contact Individual	
Telephone & Email	
Street Address	
City, State, Zip Code	
Date of Services	
Contract Amount	
Description of Services	
Project Outcome	

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## Section F – INSURANCE REQUIREMENTS: Firm Services

The Firm shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Firm, its agents, representatives, employees or sub-consultants.

**Minimum Scope of Insurance.** Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 20 10 Prior to 1993 or CG 20 10 07 04 with CG 20 37 10 01 or the exact equivalent as determined by the District).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions Liability insurance as appropriate to the consultant's profession.

**Minimum Limits of Insurance.** Firm shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions Liability: \$1,000,000 per occurrence.

**Deductibles and Self-Insured Retentions.** 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 as respects the District, its officers, officials, employees and volunteers; or the Firm shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**Other Insurance Provisions.** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The District, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Firm; products and completed operations of the Firm; premises owned, occupied or used by the Firm; or automobiles owned, leased, hired or borrowed by the Firm. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officers, official, employees, agents or volunteers.

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2. For any claims related to this project, the Firm's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, agents or volunteers shall be excess of the Firm's insurance and shall not contribute with it.
  3. The Firm's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District. The Firm agrees to notify the District in the event that the policy is suspended, voided or reduced in coverage or limits. A minimum of thirty (30) days prior written notice by certified mail, return receipt requested, will be provided.
  5. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

**Verification of Coverage.** Firm shall furnish the District with a certificate of insurance showing maintenance of the required insurance coverage. Original endorsements effecting general liability and automobile liability coverage required by this clause must also be provided. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before work commences.