REQUEST FOR PROPOSAL

Laserfiche Software Acquisition and Implementation Services

Proposals due by 3:00 PM, October 25, 2019
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The Ross Valley Sanitary District (“District”) is seeking proposals from qualified vendors to provide and implement a hosted Laserfiche cloud software solution that will:

1. Comply with industry-recognized standards relating to security techniques and information security management, and provide administrative users with controls to add new users and prevent stored records from being overwritten, deleted, or altered, and

2. Provide tools and features to enable workflow efficiencies, improve knowledge and information sharing, internally and publicly, improved document findability, decrease the duplication of records, and minimize costs for carrying out the governance of an effective Records and Information Management (RIM) program.

This Request For Proposal (RFP) seeks to solicit proposals from qualified companies of a hosted Laserfiche cloud software solution to provide document management, document workflow, and records management capabilities.

Additionally, the District is interested in proposals for professional services to convert or migrate records/documents currently stored in the District’s shared drives to Laserfiche.

Any and all changes in this RFP will be made by written addendum, which shall be issued by the District and posted to the District’s website as noted, it is the responsibility of vendors to carefully review this RFP and any addenda including checking the District website regularly.

The bidder, by submitting a response to this RFP, waives all right to protest or seek any legal remedies whatsoever regarding an aspect of this RFP. Although, it is the District’s intent to choose only a small number of most qualified consulting teams to interview with the District, the District reserves the right to choose any number of qualified finalists.

Also, by responding to this proposal, the bidder agrees to attend the Board Financial Committee meeting and a regular Board meeting to award the contract.

The Ross Valley Sanitary District is an Equal Opportunity Employer. Firms participating in the selection process must comply with all applicable laws.

Upon completion of the North Pacific Coast Railway in 1875, some of the large land holdings in the Ross Valley area were subdivided allowing a rapid influx of new homeowners. As a result of the increased population and failing on-site septic tank systems, in 1899 an election was held to create Sanitary District Number 1 as a coordinated solution for sanitary sewers for the communities of Fairfax, San Anselmo, Ross and Kentfield, making Sanitary District Number 1 California's first sanitary district and Marin County's first regional agency.

Over the years, Sanitary District Number 1, now known as Ross Valley Sanitary District, has provided wastewater treatment and/or collection service to the following districts and agencies:
• From completion of the Larkspur Landing facility in 1948 until startup of CMSA in 1985, the District, under contract, provided wastewater treatment and disposal for Sanitary District Number 2 (Corte Madera) and the City of Larkspur.

The District’s mission is to provide its customers with high quality wastewater collection service, through a system that has no avoidable sanitary sewer overflows, at the lowest sustainable cost, in order to protect public health and the environment.

PURPOSE:

The objectives of this project are:
• To implement a hosted Laserfiche Electronic Content Management/Records Management System
• To provide an enterprise repository for electronic records, including email messages
• To enable the migration of documents from shared drives to Laserfiche
• To link public records in the Laserfiche repository to the District’s website via a public portal
• To enable electronic forms, workflow capabilities and electronic signatures
• To position the District for future integrations between Laserfiche and other enterprise applications (e.g., Finance, Land Management)
• To enable the automation of records management rules and requirements

SCOPE OF SERVICES:

General Requirements

All awarded vendors are expected to comply with the following:
• Vendor shall agree to and comply with all terms of the District’s Standard Agreement for Consulting Services. Vendors who do not agree with all terms shall follow the directions noted in the section titled PROCESS FOR RESPONSE.
• Awarded vendor shall be responsible for overall management of their cost and project timeline including providing sufficient notice to the District for scheduling of resource needs.
• Awarded vendor shall designate a Project Manager, acceptable to the District, who will be responsible for initiating and implementing the work and maintaining effective communications among vendor and the District.
• Vendor shall maintain accurate records of all correspondence, configuration, and other relative evidence for a period of three (3) years.
**Requirements for Hosted Laserfiche Software and Implementation Services**

The District is requesting qualified vendors to host a cloud based Laserfiche system to provide document management, electronic forms, workflow, and records management capabilities and provide implementation and ongoing support services.

The District does not currently use any enterprise systems for image management but stores documents on shared drives, in personal drives, in email, and within enterprise and hosted applications. The District desires the functionality and control offered by the Laserfiche ECM solution. Additionally, the District may wish to take advantage of Laserfiche content management tools including automated business process workflows, standardization of forms, a public portal, and electronic signatures.

The District recently updated its retention schedule and Records Management Policy and desires to use technology to assist in applying these retention requirements to the electronic records stored within a Laserfiche repository. The District’s goal is to establish a hosted Laserfiche records repository that complies with the recommended requirements for a Trusted System, as defined by the State of California, which will enable the imaging and subsequent elimination of hard copy records.

The volume of space and number of documents can be found in Attachment 1. The District wants the vendor to provide professional services to migrate documents from the shared drives, as well on personal drives, and in various enterprise applications, that could, potentially, need to be transferred into the Laserfiche repository. The total number will not exceed the volumes noted on Attachment 1, and the Attachment serves to give bidders a picture of the amount of work to be done.

The District would like to know how qualified vendors recommend using Laserfiche to enable viewing of public records, use of standardized forms to request District services and, where appropriate, initiate simple workflows. Additionally, the District is interested in approaches and recommendations as to the appropriate number of licenses to obtain for document/image management, where a maximum of 25 (provide an option for 10) employees might need access at any one time.

Please describe the modules required and the associated costs to address the following areas and functionality, as well as annual support and maintenance costs for each module:

1. Electronic Content Management
   a. Ability to scan and import standard data file formats, as well as large-scale maps and plans, photographs, and video files
   b. Ability to file documents into the repository from within Microsoft applications (e.g., Word, Outlook, Excel, PowerPoint), including Office 365.
   c. System must allow for photos and CAD drawings to be added to the repository with no quality reduction .
   d. OCR and PDF all documents brought into the repository (default configuration)
e. Boolean, metadata and full text searching
f. Customizable reporting capabilities, including the ability to export reports as both PDF and CSV documents
g. Ability to make public records accessible on the District’s website either by publishing the documents to the website or via a public portal
h. Ability to “pull” data from documents when imported/scanned into the repository to auto populate indexing/metadata values
i. Ability to integrate and “pull” data from other systems, including Tyler/New World and GIS, when linking to or transferring documents from that system
j. Ability to access documents in the repository on mobile devices.

2. Records Management
   a. Retention management per the District’s retention schedule
   b. Security for confidential records, including Personally Identifiable Information (PII)

3. Forms, Workflow and Electronic Signatures
   a. Use Laserfiche library of electronic form templates to:
      • Create forms, with simple approval and review workflows, to perform internal District processes
      • Where appropriate, make electronic forms available via the District’s website to members of the public requesting District services (including public records requests)
   b. Develop up to three (3) custom workflows for internal routing and approval processes (e.g., Contracts)
   c. Implement electronic signatures for the District (either with Laserfiche tools or using another software)

4. Training
   a. On-site training for District employees on how to access and use Laserfiche to:
      • Search and retrieve documents
      • Develop queries and export results
      • Add documents to the repository via scanning, saving from within a Microsoft application, or drag-and-drop
   b. Training for the District’s designated system owner
   c. Training for IT system administrator support

5. Ongoing Support
   a. Usual annual support and maintenance hours and cost.
   b. In addition to basic annual support and maintenance, include recommendations for additional professional services for the next 2 to 3 years that may be needed to provide assistance to the District after implementation.
6. Conversion/Migration of Electronic Documents

   a. Conversion/migration of electronic files (e.g., documents, images, photos) from shared drives into the new system may be required, although the scope of this effort is not yet defined.

   b. Scanning services to get select paper records, maps, plans and other over-sized documents scanned into the new system.

Proposers should provide a narrative as to their approach to document conversion/migration and the specific responsibilities of the District to ensure a successful conversion.

**PRELIMINARY SCHEDULE:**

The following is a preliminary schedule for the project.

<table>
<thead>
<tr>
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<th>Date/Time</th>
</tr>
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<tr>
<td>Distribution of RFP</td>
<td>September 27, 2019</td>
</tr>
<tr>
<td>Deadline to Submit Written Questions</td>
<td>October 11, 2019</td>
</tr>
<tr>
<td>District responses to Questions and Comments</td>
<td>October 18, 2019</td>
</tr>
<tr>
<td>Deadline to submit proposals</td>
<td>October 25, 2019 (at 3:00 PM Pacific Time)</td>
</tr>
<tr>
<td>Vendor presentations/demo with finalist</td>
<td>Week of November 7, 2019</td>
</tr>
<tr>
<td>Negotiations with top ranked vendor(s)</td>
<td>December 2019</td>
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<tr>
<td>Recommendation presented to the District Board</td>
<td>January 2020</td>
</tr>
<tr>
<td>Project to commence</td>
<td>January/February 2020</td>
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</tbody>
</table>

Note that this schedule is preliminary. The schedule may be adjusted, as needed, by the District.

**DEADLINE FOR WRITTEN QUESTIONS:**

Questions about this RFP or process must be submitted in writing (e-mail acceptable) to Helen Streck, Project Manager for the Ross Valley Sanitary District, at hstreck@2kaizen.com before Noon on October 11, 2019. The District will compile a list of written questions with responses and post to the District website by October 18, 2019. *All communication for this RFP shall be directed to Helen Streck, the sole point of contact for this RFP.*

It is the responsibility of vendors to carefully review this RFP and any addenda including checking the District website regularly.

Except as specified above, vendors and their representatives may not communicate with any officer, director, employee, or agent of the District with respect to this RFP except as may be reasonably necessary to carry out the procedures specified in this RFP. Nothing herein prohibits vendors or their representatives from making oral statements or presentations in public to one or more representatives of the District during a public meeting. The District will not respond to verbal inquires and interested vendors are specifically discouraged from contacting the District in person or by telephone during this RFP and selection process.
Interested firms should submit five (5) bound copies (hard copies) of their proposal to: Ross Valley Sanitary District, Clerk of the Board, Attention: Julia McEntee, 2960 Kerner Blvd, San Rafael, CA 94901 no later than 3:00p.m. on October 25, 2019 and email one copy in PDF format to Helen Streck at hstreck@2kaizen.com. The five bound copies of the proposal should be in an envelope clearly marked: Ross Valley Sanitary District, Laserfiche Software and Implementation Services.

Late submittals shall not be accepted.

The proposal shall be brief, precise, and shall not include unnecessary promotional material. A vendor may withdraw its proposal at any time prior to the submittal deadline by submitting a written request for withdrawal to the proposal signed by an authorized agent of the firm. The vendor may thereafter submit a new or modified proposal prior to the submittal deadline. Modifications offered in any other manner, including oral or written, will not be considered.

Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the final contract between the Ross Valley Sanitary District and the vendor selected.

**PROPOSAL CONTENTS**

Vendor proposal must include the following and follow directions outlined in each section below:

1. **Letter of Transmittal.** Describe your firm or team’s interest in and commitment to providing vendor services for the Ross Valley Sanitary District.
   a. This Letter of Transmittal must state that the proposal is valid for at least a 120-day period.
   b. An officer of the vendor who is authorized to contractually bind the firm and to negotiate a contract with the District shall sign the letter. Provide name, title, address, email, and telephone number of this officer.
   c. Provide name, title, address, mail, and telephone number of key contact for the District during the RFP and award process.
2. **Table of Contents.** Each proposal shall include an index to the major topics contained in the proposal and all pages shall be numbered.
3. **Standard Consulting Services Agreement Acknowledgement.** If the vendor does not agree with the District’s Standard Consulting Services Agreement, the vendor must identify each section that vendor wishes to modify and the proposed modification. By submitting a proposal without exceptions, vendors agree to the execution of the District’s Standard Professional Services Agreement, without changes.
4. **Approach to Scope of Services.**
      i. Discuss your firm’s recommendation of software and services to meet the goals of the services requested.
      ii. Describe the method for management of overall project costs, schedule, quality assurance/quality control, responsiveness to District requests and inquiries, and other

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issues critical to this project. Specifically address your firm’s approach to resolving unanticipated issues efficiently and effectively while maintaining project budget and schedule. In addition, explain your team’s ability to adapt to changes in environment and/or existing conditions throughout the process that may affect the program outcome and schedule.

iii. Describe the needs from District staff. For example, what District staff expertise is needed and how much time to you anticipate per task. Identify any “value-added” services that your firm may provide.

iv. Identify location where most work activity is anticipated to take place.

b. Schedule: Outline a proposed project schedule starting from a kick off meeting to development of draft documents and final report. Include any significant milestone and resource needs such as staff, meeting space, reports, etc. from the District.

5. Team Experience / Capacity. Provide the information listed below especially highlighting successful projects with Cities or clients with similar demographics, quality of work, success in meeting project timelines, project budget, and related criteria.

a. Experience. Describe your experience and capacity to manage projects of size and scope similar to the study in this RFP. Identify any current projects or anticipated projects for other clients that vendor anticipates will run concurrently with work for the District. Identify how vendor will ensure that project staff is available for District meetings when needed.

b. Key Personnel Background. Name, position, summary of qualifications, resumes, related experience and proposed relationships and responsibilities of project manager, key personnel, and subcontractors. Provide proposed organization chart for project team.

c. Sub vendors. Identify any sub vendors that would be used and their specific role. (All sub vendor costs, including any markup, must be included in vendor’s cost proposals.)

d. Provide a listing of similar studies performed within the last five (5) years. Include the following information:

   i. Clients name, point of contact, addresses, and telephone numbers

   ii. Description of study and year of completion

   iii. Key personnel involved

e. Location. Identify the location of the office(s) where work will be performed

6. References. Provide at least five references of California agencies. At least two references must have worked with the proposed project manager and other key staff proposed to be assigned to the District’s project. References should include the following:

a. Name, address, and telephone number of the agency

b. Time period for the project

c. Brief description of the scope of the review

d. Recommended procedures

e. Reference contact name, email, and telephone number
7. **Cost Proposal.**

   a. Provide a complete outline of the estimated cost including vendor costs and any ancillary costs such as, but not limited to travel costs. (Note that the District does not reimburse for local travel.)
      
      i. If the vendor proposes to perform the project pursuant to a time and materials compensation structure, the following must be provided: estimated number of consulting hours, schedule of hourly rates for each classification, and total not-to-exceed cost inclusive of ancillary costs (including travel and other incidentals) for the Scope of Services to be performed. Estimate any reimbursable expenses and outline assumptions used and a not-to-exceed cost for comparison with lump sum cost proposals.
      
      ii. If the vendor proposes to perform the project for a fixed cost with milestones, vendor shall provide milestones upon which payment is anticipated as well as assumptions used to develop cost proposal, and the total lump sum (or not to exceed) cost.

   b. The total project cost submitted by the vendor shall include overhead, contingencies, travel, in-house reproduction, local communications including faxes, readiness to serve and profit.

   c. Any cost submittal shall include sufficient detail about vendor's assumptions to permit District to ascertain that project can be completed within the cost proposed and to compare to other proposals.

   d. Include billable rate for optional additional services that may be requested during the project or after final acceptance such as, but not limited to those outlined below:
      
      i. Consult with District staff on an as needed basis on minor matters relating to implementation and utilization of the study using an hourly rate provided in the proposal.
      
      ii. Assist the District to defend the fees in the event of an audit or other challenge

      iii. Updates to the fees, where applicable

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**PROCESS FOR VENDOR SELECTION**

Proposals shall conform to the Proposal Format and Requirements. It is important that all listed items be included in the proposal. Proposals which do not comply with all of the requirements or the proposal deadline may not be considered.

Proposals will be reviewed and ranked by the District team and contents of each proposal will be ranked by a selection committee. Criteria include:

- Acceptance of District’s standard terms and conditions (any requested exceptions will be evaluated based on reasonableness and conformance with industry standard)
- Qualifications and Experience of Vendor including proposed work plan and approach, recent projects including ability to resolve unexpected issues efficiently as well as meet project timelines and budget
Qualifications of personnel proposed to be assigned to project including experience on comparable projects, availability to the District, and qualifications of both staff and sub-vendors

Understanding of proposal and project approach including understanding of municipal finance revenues and fees, proposed work program, value-added services, and anticipated resource needs of District

Cost including staffing plan and approach, comparison to amounts paid by similar agencies.

More details about each of these criteria can be found in the previous section: PROPOSAL CONTENTS.

Following the staff committee’s evaluation process, the District may contact persons involved in former or current projects of vendor, including but not limited to reference contacts. The District may award contracts based on the proposals alone, or, in its sole discretion, may invite one or more vendors to make oral presentations and/or interview with the review committee.

At the conclusion of the evaluation process, the District will select the top-ranking vendor and enter into contract negotiations. Except as initiated by the District in its sole discretion, negotiations are limited to those exceptions to the Agreement for Professional Services identified in the vendor’s proposal. If negotiations with the top-ranking firm are unsuccessful, negotiations will terminate, and the District will undertake negotiations with the next ranked firm until a contract is executed. District staff will make recommendations to the District Finance Committee for review, and the vendor is expected to attend the Finance Committee meeting as well as the Board meeting where the contract will be awarded. Upon District Board approval, a contract will be executed, and work initiated.

**DISTRICT’S RESERVATION OF RIGHTS**

During the review process, the District reserves the right, where it may serve the District’s best interest, to request additional information or clarification from those that submit proposals or allow corrections of errors or omissions.

The District reserves the right to modify the scopes of the projects and the related services at any time based on the best interests of the District and will negotiate with awarded vendor accordingly.

The District reserves the right to reject any or all proposals without qualifications, and to negotiate specific requirements and costs using the selected proposal as a basis.

The District reserves the right to negotiate separately with any vendor that has submitted a sufficient and timely proposal.

The District reserves the right to retain all proposals submitted and to use any concepts or information in a proposal regardless of whether or not that proposal is selected.

The District may elect to award a contract in multiple phases, as is deemed to be in the District’s
best interest. Should the District award the project in phases, the District reserves the right to award the phases to the same firm.

This Request for Proposal (RFP) does not commit the District to award a contract. In addition, the District will not be liable for any costs incurred by the consulting firms’ incidentals to the preparation of proposals or for developing and carrying out interview presentations, if needed.

Although, it is the District’s intent to choose only a small number of most qualified consulting teams to interview with the District, the District reserves the right to choose any number of qualified finalists.

All responses to this RFP become property of the District and will be kept confidential until a recommendation for award of a contract has been announced. Thereafter, submittals are subject to public inspection and disclosure under the California Public Records Act (Cal. Govt. Code Sections 6250 et seq). Therefore, unless the information is exempt from disclosure by law, the content of any proposal, request for explanation, exception, or substitution, response to these specifications, protest, or any other written communication between the District and any vendor regarding the procurement, shall be available to the public.

If vendor believes any communication contains trade secrets or other proprietary information that the vendor believes would cause substantial injury to the vendor’s competitive position if disclosed, the vendor must request that the District withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. By submitting a proposal with portions marked “confidential,” a vendor represents it has determined such portions qualify for exemption from disclosure under the California Public Records Act. A vendor may not designate its entire proposal as confidential nor may a vendor designate its Cost Proposal as confidential. The District will not honor such designations and will disclose submittals so designated to the public.

If a vendor requests that the District withhold from disclosure information identified as confidential, and the District complies with the vendor’s request, vendor agrees to assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the District from and against all damages (including but not limited to attorneys’ fees that may be awarded to the party requesting the vendor's information), and pay any and all costs and expenses related to the withholding of the vendor's information. The vendor agrees not to make a claim, sue, or maintain any legal action against the District or its Board members, officers, employees, or agents concerning the withholding from disclosure of the vendor's information.

If vendor does not request that the District withhold from disclosure information identified as confidential, the District shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the District.
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<th>ATTACHMENTS</th>
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<td>Attachment 1: District’s Technical Environment</td>
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<td>Attachment 2: Standard Consultant Services Agreement</td>
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**ATTACHMENT 1 – DISTRICT’S TECHNICAL ENVIRONMENT**

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CONSULTANT SERVICES AGREEMENT

THIS CONSULTANT SERVICES AGREEMENT ("Agreement") is entered into as of the Effective Date (defined below) by and between the ROSS VALLEY SANITARY DISTRICT ("District") and __________________, a ____________________ ("Consultant").

Recitals

A. WHEREAS, District desires to obtain __________________________________________ services in connection with __________________________________________________; and

B. WHEREAS, Consultant is skilled and able to provide such services described in Section 3 of this Agreement; and

C. WHEREAS, District desires to retain Consultant pursuant to this Agreement to provide the services described in Section 3 and Exhibit A of this Agreement.

Agreement

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

1. Incorporation of Recitals. The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if set forth herein in full.

2. Project Coordination.

   A. District. The General Manager or his/her designee shall represent District for all purposes under this Agreement.

   B. Consultant. Consultant shall assign ________________ to supervise the progress and implementation of this Agreement for Consultant.


   A. Scope of Services. Subject to such policy direction and approvals as District through its staff may determine from time to time, Consultant shall perform the services set out in the "Scope of Work" attached hereto as Exhibit A and incorporated herein by this reference.

   B. Time of Performance. The services of Consultant are to commence no sooner than _______________________________ and be completed not later than _______________________________. Consultant shall perform its services in accordance with the schedule attached hereto as Exhibit B. Any changes to these dates in either this Section 3 or Exhibit B must be approved in writing by the Project Manager.

   C. Standard of Quality. District relies upon the professional ability of Consultant as a material inducement to entering into this Agreement. All work performed by Consultant under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise and experienced in the performance of the work specified in the Scope of Work.
4. **Compensation and Method of Payment.**

A. **Compensation.** The compensation to be paid to Consultant, including both payment for professional services and reimbursable expenses, shall be at the rate and schedules attached hereto as Exhibit C. However, in no event shall the amount District pays Consultant exceed _______________ Dollars ($_________). Payment by District under this Agreement shall not be deemed a waiver of unsatisfactory work, even if such defects were known to District at the time of payment.

B. **Timing of Payment.** [please select one option and delete the remaining options]

   **OPTION 1:** Billing for said services shall be made once at the conclusion of the work and submittal of the records and any appropriate report. District shall review Consultant's billing statement and pay Consultant for services rendered within 45 days of receipt of a complete billing statement that meets all requirements of this Agreement.

   **OPTION 2:** Progress payments will be tied to completion of tasks so that all payments are proportional to the work completed. A copy of the progress payment schedule is attached to the rate and schedules set forth in Exhibit C.

   **OPTION 3:** Consultant shall submit itemized monthly statements for work performed. District shall make payment, in full, within thirty (30) days after approval of the invoice by the Project Manager.

C. **Changes in Compensation.** Consultant will not undertake any work that will incur costs in excess of the amount set forth in Section 4.A without prior written amendment to this Agreement. Consultant shall receive no premium or enhanced pay for overtime or holiday hours.

D. **Taxes.** Consultant shall pay all taxes, assessments and premiums under the federal Social Security Act, any applicable unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by reason of or in connection with the services to be performed by Consultant.

E. **Disputed Payments.** If District objects to all or any portion of any invoice, District shall notify Consultant of the objection within thirty (30) days from receipt of the invoice, give reasons for the objection, and pay that portion of the invoice not in dispute. It shall not constitute a default or breach of this Agreement for District not to pay any invoiced amounts to which it has objected until the objection has been resolved by mutual agreement of the parties.

5. **Amendment to Scope of Work.** District shall have the right to amend the Scope of Work within the Agreement by written notice to Consultant. In the event of a material change in the Scope of Work, the compensation and time of performance shall be subject to renegotiation of the contract price upon written demand of either party to the Agreement. Consultant shall not commence any work exceeding the Scope of Work without prior written authorization from District. Failure of Consultant to secure District's written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time due, whether by way of compensation, restitution, quantum meruit, etc. for work done without the appropriate District authorization.

6. **Term.** This Agreement shall commence as of the Effective Date and shall continue in full force and effect until completed, amended pursuant to Section 20, or otherwise terminated as provided herein.

7. **Inspection.** Consultant shall furnish District with every reasonable opportunity for District to ascertain that the services of Consultant are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be
subject to the Project Manager's inspection and approval. The inspection of such work shall not relieve Consultant of any of its obligations to fulfill the Agreement as prescribed.

8. **Ownership of Documents.** Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other draft and final work products compiled by Consultant under the Agreement shall be vested in District, none of which shall be used in any manner whatsoever, by any person, firm, corporation, or agency (including Consultant) without the expressed written consent of District. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to District without restriction or limitations on their use and without further employment of or payment of any compensation to Consultant. Consultant may retain copies of the above-described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of District during the term of this Agreement, unless required by law.

9. **Employment of Other Consultants, Specialists or Experts.** Consultant will not employ or otherwise incur an obligation on behalf of District to pay other consultants, specialists, or experts for services in connection with this Agreement without the prior written approval of District.

10. **Conflict of Interest.**

A. Consultant covenants and represents that neither it, nor any officer or principal of its firm, has, or shall acquire any investment, income, business entity, interest in real property, or other interest, directly or indirectly, which would conflict in any manner with the interests of District, hinder Consultant's performance of services under this Agreement, or be affected in any manner or degree by performance of Consultant's services hereunder. Consultant further covenants that in the performance of the Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of District. Consultant agrees to at all times avoid conflicts of interest, or the appearance of any conflicts of interest, with the interests of District in the performance of the Agreement.

B. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

(1) will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of District or of any District official, other than normal contract monitoring; and

(2) possesses no authority with respect to any District decision beyond the rendition of information, advice, recommendation, or counsel. (2 Cal. Code Regs. § 18700(a)(2).)

11. **Liability of District and Employees.** Neither the District nor any representative officer, employee or agent of District shall be personally liable to Consultant or otherwise in the event of any default or breach of District, or for any amount which may become due to Consultant or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

12. **Indemnity.** To the fullest extent permitted by law, Consultant hereby agrees to defend (by counsel reasonably satisfactory to District), indemnify, and hold harmless District, its officers, agents, employees, volunteers, and servants, from and against any and all claims, demands, damages, costs, liabilities, or obligations brought on account of or arising out of any acts, errors, or omissions of Consultant, its officers, employees, agents, and subcontractors undertaken pursuant to this Agreement, excepting liabilities due to the sole negligence or willful misconduct of District. District has no liability or responsibility for any accident, loss, or damage to any work performed under this Agreement whether prior to its completion and acceptance or otherwise. Consultant's duty to indemnify and hold harmless, as set forth herein, shall include the duty to defend as set forth in California Civil Code Section 2778. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages.
or compensation payable by or for Consultant under Worker's Compensation, disability or other employee benefit acts or the terms, applicability or limitations of any insurance held or provided by Consultant and shall continue to bind the parties after termination/completion of this agreement.

13. **Consultant Not an Agent of District.** Consultant, its officers, employees and agents shall not have any power to bind or commit District to any decision.

14. **Independent Contractor.** It is expressly agreed that Consultant, in the performance of the work and services agreed to be performed by Consultant, shall act as and be an independent contractor as defined in Labor Code 3353 and not an agent or employee of District; and as an independent contractor, Consultant shall obtain no rights to retirement benefits or other benefits which accrue to District's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

15. **Compliance with Laws.**
   
   A. **General.** Consultant shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations. Consultant has and shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for Consultant to practice its profession. Consultant shall maintain a District business license. District is not responsible or liable for Consultant's failure to comply with any or all of the requirements contained in this Section.
   
   B. **Workers' Compensation.** Consultant certifies that it is aware of the provisions of the California Labor Code which require every employee to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Consultant certifies that it will comply with such provisions before commencing performance of the Agreement and at all times in the performance of the Agreement.
   
   C. **District Not Responsible.** District is not responsible or liable for Consultant's failure to comply with any and all of its requirements under this Section or otherwise under this Agreement. All such legal compliance obligations shall be borne by Consultant.

16. **Assignment; Subcontractors; Employees.**
   
   A. **Assignment.** Consultant shall not assign, delegate, transfer, or convey its duties, responsibilities, or interests in this Agreement or any right, title, obligation, or interest in or to the same or any part thereof without District's prior written consent. Any assignment without such approval shall be void and, at District's option, shall immediately cause this Agreement to terminate.
   
   B. **Subcontractors; Employees.** Consultant shall be responsible for employing or engaging all persons necessary to perform the services of Consultant hereunder. No subcontractor of Consultant shall be recognized by District as such; rather, all subcontractors are deemed to be employees of Consultant, and Consultant agrees to be responsible for their performance. Consultant shall give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and shall keep the work under its control. If any employee or subcontractor of Consultant fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, it shall be discharged immediately from the work under this Agreement on demand of the Project Manager.

17. **Insurance.**
   
   A. **Minimum Scope of Insurance.**
      
      (1) Consultant agrees to have and maintain, for the duration of this Agreement, a Commercial General Liability insurance policy insuring it and its firm to an amount not less than $2,000,000 (Two Million Dollars) combined single limit per occurrence and in the aggregate for bodily injury, personal injury, and property damage.
(2) Consultant agrees to have and maintain, for the duration of this Agreement, an Automobile Liability insurance policy insuring it and its staff to an amount not less than $1,000,000 (One Million Dollars) combined single limit per accident for bodily injury and property damage.

(3) Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from Consultant's operations under this Agreement, whether such operations be by Consultant or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than $1,000,000 (One Million Dollars) on a claims-made annual aggregate basis.

(4) A Workers' Compensation and Employers' Liability policy written in accordance with the laws of the State of California and providing coverage for any and all employees of Consultant:
   (a) This policy shall provide coverage for Workers' Compensation (Coverage A).
   (b) This policy shall also provide required coverage for Employers' Liability (Coverage B).

(5) All of the following endorsements are required to be made a part of each of the required policies, except for the Professional Liability and Workers' Compensation and Employers' Liability policies, as stipulated below:
   (a) "District its officials, officers, agents, employees, and volunteers are hereby added as additional insureds, but only as respects work done by, for, or on behalf of the named insured."
   (b) "This policy shall be considered primary insurance as respects any other valid and collectible insurance District may possess, including any self-insured retention District may have, and any other insurance District does possess shall be considered excess insurance only and shall not contribute with it."
   (c) "This insurance shall act for each insured and additional insured as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company."

(6) Consultant shall provide to District all certificates of insurance with original endorsements effecting coverage required by this Section. Certificates of such insurance shall be filed with District on or before commencement of performance of this Agreement. District reserves the right to require complete, certified copies of all required insurance policies at any time.

(7) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to District, its officials, officers, agents, employees, and volunteers.

(8) Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(9) Coverage for District, its officers, directors and employees as additional insureds shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Additional Insured (Form B) endorsement form CG 2010 as published by the Insurance Services Office (ISO).

B. All Coverages. Each insurance policy required shall provide that coverage shall not be canceled, except after 30-days' prior written notice by certified mail, return receipt requested, has been given to District. Current certification of such insurance shall be kept on file with the General Manager at all times during the term of this Agreement.
C. **Acceptability of Insurers.** Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

D. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by District. At District's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

E. **Verification of Coverage.** Consultant shall furnish District with original Certificate(s) of Insurance verifying Consultant's receipt of the insurance coverage required herein.

F. **Waiver of Subrogation.** Owner and Consultant mutually waive any right of subrogation, which one may have against the other, with regard to any loss or damage arising out of or incident to the perils insured against by any policy of insurance required to be issued and maintained under this Contract. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, or did not pay the insurance premium directly or indirectly, whether or not such person or entity had an insurable interest in the property damaged.

18. **Termination of Agreement; Default.**

A. This Agreement and all obligations hereunder may be terminated at any time, with or without cause, by District upon 5-days' written notice to Consultant.

B. If Consultant fails to perform any of its obligations under this Agreement within the time and in the manner herein provided or otherwise violate any of the terms of this Agreement, in addition to all other remedies provided by law, District may terminate this Agreement immediately upon written notice. In such event, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total fees specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total fee; provided, however, that District shall deduct from such amount the amount of damages, if any, sustained by District by virtue of the breach of the Agreement by Consultant.

C. Upon termination of this Agreement with or without cause, Consultant shall turn over to the District immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by Consultant or its subcontractors, if any, or given to Consultant or its subcontractors, if any, in connection with this Agreement. Such materials shall become the permanent property of District. Consultant, however, shall not be liable for District's use of incomplete materials nor for District's use of complete documents if used for other than as contemplated by this Agreement.

D. In addition to the foregoing right to terminate for default, District reserves the absolute right to terminate this Agreement without cause, upon written notice to Consultant. In the event of termination without cause, Consultant shall be entitled to payment in an amount not to exceed the Not-To-Exceed Amount which shall be calculated as follows: (1) Payment for Services then satisfactorily completed and accepted by District, plus (2) Payment for Additional Services satisfactorily completed and accepted by District, plus (3) Reimbursable Expenses actually incurred by Consultant prior to the date of termination, as approved by District. The amount of any payment made to Consultant prior to the date of termination of this Agreement shall be deducted from the amounts described in (1), (2) and (3) above. Consultant shall not be entitled to any claim or lien against District for any additional compensation or damages in the event of such termination and payment, it being understood that any payments are full compensation for services rendered prior to the time of payment and not for work that will not be performed. Consultant hereby waives all claims for damages and loss of anticipated profits on account of District's termination of the Agreement.
E. If this Agreement is terminated by District for default and it is later determined that the default termination was wrongful, such termination automatically shall be converted to and treated as a termination for convenience under this Section 18 and Consultant shall be entitled to receive only the amounts payable hereunder in the event of a termination for convenience.

19. **Suspension.** District shall have the authority to suspend this Agreement and the services contemplated herein, wholly or in part, for such period as it deems necessary due to unfavorable conditions or to the failure on the part of Consultant to perform any provision of this Agreement. Consultant will be paid for satisfactory Services performed through the date of temporary suspension.

20. **Merger; Amendment.** This Agreement constitutes the complete and exclusive statement of the agreement between District and Consultant and shall supersede all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument, signed by both District and Consultant. All provisions of this Agreement are expressly made conditions.

21. **Interpretation.** This Agreement shall be interpreted as though it was a product of a joint drafting effort and no provisions shall be interpreted against a party on the ground that said party was solely or primarily responsible for drafting the language to be interpreted.

22. **Litigation Costs.** If either party becomes involved in litigation arising out of this Agreement or the performance thereof, the court in such litigation shall award reasonable costs and expenses, including attorneys' fees, to the prevailing party.

23. **Time of the Essence.** Time is of the essence of this Agreement.

24. **Written Notice.** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first class mail. Any such notice, demand, etc. shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 72 hours from the time of mailing if mailed as provided in this Section.

If to District: Ross Valley Sanitary District 2960 Kerner Boulevard San Rafael, CA 94901 Attention: General Manager

If to Consultant: ____________________________
__________________________

25. **Consultant's Books and Records.**

A. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to District and all documents and records which demonstrate performance under this Agreement for a minimum period of four (4) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

B. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the General Manager, District Counsel, or a designated representative of any of the foregoing. Copies of such documents shall be provided to District for inspection when it is practical to do so.
Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

C. District may, by written request by any of the above-named officers, require that custody of the records be given to District and that the records and documents be maintained in the District office. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

D. Pursuant to California Government Code Section 10527, the parties to this Agreement shall be subject to the examination and audit of representative of the Auditor General of the State of California for a period of three (3) years after final payment under the Agreement. The examination and audit shall be confined to those matters connected with the performance of this Agreement including, but not limited to, the cost of administering the Agreement.

26. **Agreement Binding.** The terms, covenants, and conditions of this Agreement shall apply to, and shall bind, the heirs, successors, executors, administrators, assigns, and subcontractors of both parties.

27. **Equal Employment Opportunity.** Consultant is an equal opportunity employer and agrees to comply with all applicable state and federal regulations governing equal employment opportunity. Consultant will not discriminate against any employee or applicant for employment because of race, age, sex, creed, color, sexual orientation, marital status or national origin. Consultant will take affirmative action to ensure that applicants are treated during such employment without regard to race, age, sex, creed, color, sexual orientation, marital status, or national origin. Such action shall include, but shall not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-offs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant further agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

28. **Section Headings.** The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

29. **District Not Obligated to Third Parties.** District shall not be obligated or liable for payment hereunder to any party other than Consultant.

30. **Remedies Not Exclusive.** No remedy herein conferred upon or reserved to District is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

31. **Severability.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

32. **No Waiver Of Default.** No delay or omission of District to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default of an acquiescence therein; and every power and remedy given by this Agreement to District shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of District.
33. **Successors And Assigns.** Subject to Section 16.A. above, all representations and covenants set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

34. **Exhibits.** The following exhibits are attached to this Agreement and incorporated herein by this reference as if set forth herein in full:

   A. Exhibit A: Scope of Work
   B. Exhibit B: Schedule of Performance
   C. Exhibit C: Compensation

35. **Execution.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

36. **Applicable Law; Venue.** This Agreement shall be construed and interpreted according to California law. In the event that suit shall be brought by either party hereunder, the parties agree that trial of such action shall be held exclusively in a state court in the County of Marin, California.

IN WITNESS WHEREOF, District and Consultant have executed this Agreement as of the date first above written.

DISTRICT:

ROSS VALLEY SANITARY DISTRICT

By: ________________________________
   Name: ____________________________
   Title: General Manager
   "Effective Date": _________________

APPROVED AS TO FORM:

By: ________________________________
   Name: Andrea P. Clark
   Title: District Counsel

Consultant:

By: ________________________________
   Name: ____________________________
   Title: ____________________________
   Date: ____________________________

APPROVED AS TO FORM:

By: ________________________________
   Name: ____________________________
   Title: ____________________________
EXHIBIT A

Scope of Work

[to be inserted]
EXHIBIT B

Schedule of Performance

[to be inserted]
EXHIBIT C

Compensation

[to be inserted]