

26375 Fremont Road  
Los Altos Hills, CA 94022  
(650) 948-1217

***REQUEST FOR PROPOSAL (RFP)***  
***FOR EXECUTIVE SEARCH SERVICES TO***  
***ASSIST WITH RECRUITMENT FOR GENERAL MANAGER***

The Board of Directors for the Purissima Hills Water District (PHWD) is embarking upon a recruitment process for a new General Manager. PHWD is inviting experienced consulting firms to submit proposals to assist them with this recruitment. The scope of services, in general, will consist of:

1. Development of recruitment materials for the position of General Manager;
2. Nation-wide outreach to the public and private sector for qualified candidates;
3. Background investigation and preliminary screening of applicants based upon criteria to be developed in consultation with the PHWD Board of Directors;
4. Periodic meetings and progress reports to the PHWD Board of Directors; and
5. Assistance to the PHWD staff and Board of Directors as required during the interview and evaluation processes.

A comprehensive Scope of Services is attached as Exhibit “A”.

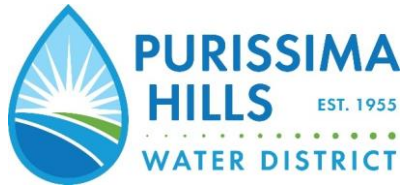
A six-month (6-month) period to complete the recruitment process is anticipated.

To assist in the development of responsive proposals, information concerning PHWD’s operations can be found here: [www.purissimawater.org](http://www.purissimawater.org).

The PHWD General Manager position description can be found here:  
<https://www.purissimawater.org/humanresources>.

The PHWD website at [www.purissimawater.org](http://www.purissimawater.org) has other information for General Manager candidates related to the organization, including the Meet the Staff webpages.

Consultants shall bear all costs associated with the proposal process.



Six (6) hard copies and one (1) electronic copy of the proposal should be submitted to:

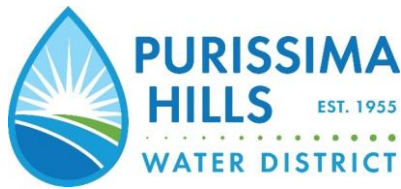
Purissima Hills Water District  
Attention: Tammy Rudock, Interim General Manager  
26375 W. Fremont Road  
Los Altos Hills, CA 94022  
[trudock@purissimawater.org](mailto:trudock@purissimawater.org)

by 12:00PM (Pacific Time) on Monday, June 2, 2025, clearly marked on the outside: *“Proposal—Executive Search Services for GM.”*

All RFP questions should be submitted in writing to the PHWD Interim General Manager, Tammy Rudock, at [trudock@purissimawater.org](mailto:trudock@purissimawater.org), on or before 12:00PM (Pacific Time) on Friday, May 23, 2025.

#### **RFP SCHEDULE**

Request for Proposal Issued.....By Friday, May 9, 2025  
Deadline for Submitting RFP Questions.....By 12:00PM on Friday, May 23, 2025  
Deadline for PHWD’s Response to RFP Questions.....By 12:00PM on Tuesday, May 27, 2025  
**Due Date for Proposals to PHWD.....By 12:00PM on Monday, June 2, 2025**



## **EXHIBIT "A"**

### **A. SCOPE OF SERVICES**

The scope of services will consist of a full recruitment process, generally including:

- Development of recruitment and selection materials for the position of General Manager (GM), including refinement of the candidate profile for the position;
- Outreach to the public and private sectors for qualified candidates;
- Preliminary screening and background investigation of applicants based upon criteria to be developed in consultation with PHWD, the PHWD Board Ad Hoc GM Committee, and the PHWD Board of Directors;
- Periodic meetings and progress reports to the PHWD Board Ad Hoc GM Committee and PHWD Board of Directors;
- Project management of the interview process;
- Assistance to the PHWD Board Ad Hoc GM Committee and PHWD Board of Directors as required during the interview, evaluation, and selection processes;
- Negotiation/closing of chosen candidate; and
- Any assistance required in post-closing pre-onboarding.

### **B. INSURANCE REQUIREMENTS**

Proposers are directed to Section 11 of the Sample Professional Services Agreement attached as *Exhibit "B"*.

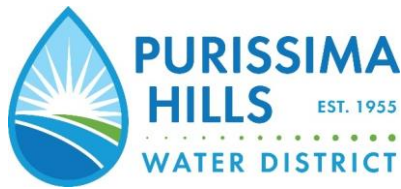
### **C. PROPOSAL CONTENT AND GENERAL REQUIREMENTS**

#### **1. Firm Profile and Description**

Provide a description of your firm and qualifications in executive recruitment. Include firm name, address, telephone number(s), years in business, type of organization (individual, partnership, or corporation), location of firm's main office and/or main California office, and a brief description of resources and numbers of individuals in the office providing recruitment services.

#### **2. Firm and Key Personnel Experience**

- Briefly describe the firm's experience with recruiting for CEO/GM positions in both the public and private sectors.



- Provide a list of examples of successful recruitments, including recruitments for public agencies similar in complexity to PHWD. Examples should focus on the recruitment of individuals whose leadership duties closely correlate to those being sought by PHWD (refer to the General Manager’s position description found at PHWD’s website: <https://www.purissimawater.org/humanresources>).
- Provide the name and brief background of the firm’s designated contact, engagement manager (if different), and names of other key team members who will be the primary service providers. Include only those people who are actually expected to work on the engagement.
- Provide resumes for each participating team member.

3. Approach to Scope of Services

- Provide a proposed approach to this recruitment, including a description of the resources that will be dedicated to these services, a recruitment database that will be used, and a work plan. Include a proposed timeline for providing a preliminary list of viable candidates and interview dates for same.
- Note that the new General Manager should be in place at PHWD by mid- to late-October at the latest.

4. References

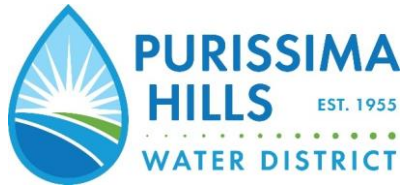
Provide a list of three (3) client references (including public agencies, if any), preferably individuals who have worked directly with the proposed primary contact(s). Indicate the name and title of the individual, name of organization, and the individual’s email address and telephone number.

5. Fees

Propose a fee proposal for this engagement. To the extent hourly fees are proposed, please include an estimate of the total maximum fee as a not-to-exceed amount for the desired services.

Also please indicate what expenses your firm would bill in addition to the professional fees that support the not-to-exceed amount.

Finally, describe procedures and costs, if any, for assisting PHWD in the event the chosen candidate does not reach a one-year employment anniversary.



6. Additional Information

Please indicate any other information that you feel would be helpful to PHWD in the consultant selection process.

D. EVALUATION AND AWARD PROCESS

Issuance of this RFP and receipt of proposals does not commit PHWD to award a contract. PHWD reserves the right to:

1. Revise the RFP key dates;
2. Accept or reject any or all proposals received in response to this RFP; accept the proposal it considers most favorable to PHWD's interest based on the criteria set forth above, and waive minor irregularities;
3. Negotiate with any of the consulting firms that submitted a response to this RFP; or
4. Cancel all or part of this RFP, and re-issue a new RFP for the subject services.

E. SELECTION CRITERIA

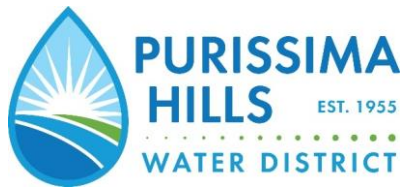
1. Qualifications and experience of the consulting firm and key personnel;
2. Approach to scope of services; and
3. Fee for services.

Proposal ranking will be based on a maximum of 100 points, weighted as indicated below. In determining the number of points a proposal will receive in each category, PHWD will consider the proposal material submitted, interviews (if applicable), and any other relevant information about a given proposer. The following criteria will be used in the evaluation of the proposals:

- |   |           |
|---|-----------|
| • Qualifications and Experience of Firm and Key Personnel | 40 Points |
| • Approach to the Scope of Services                       | 40 Points |
| • Fee for Services  | 20 Points |

PHWD may reject any proposal in which the approach, qualifications, or costs are not deemed to be within an acceptable or competitive range.

Proposers shall furnish PHWD such additional information as may be reasonably required by PHWD.



#### F. WITHDRAWAL OF PROPOSAL

Submission of a proposal shall constitute a firm offer to PHWD for ninety (90) days from the deadline for receipt of proposals. A proposer may withdraw its proposal any time before the date and time when proposals are due, without prejudice, by submitting a written request for its withdrawal to the PHWD Interim General Manager, Tammy Rudock, at [trudock@purissimawater.org](mailto:trudock@purissimawater.org). A telephone request is not acceptable.

#### G. AGREEMENT FOR PROFESSIONAL SERVICES

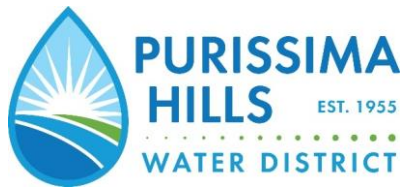
The consulting firm selected by PHWD to provide the services outline in this RFP will be required to execute an Agreement for Professional Services with PHWD. A template form of this Agreement is attached hereto as Exhibit "B" so that proposers will have an opportunity to review the terms and conditions that will be included in the final contractual agreement. If a proposer desires any additions, deletions, or modifications to the template form Agreement, they must submit a request for such additions, deletions, or modifications with their proposal on Form 2, Exceptions Form. With the exception of any requests for such additions, deletions, or modifications, the proposer will, by making a proposal, be deemed to have accepted the template form Agreement.

#### H. CONFIDENTIALITY OF PROPOSALS

The California Public Records Act (*California Government Code Sections 7920.000, et seq.*) mandates public access to government records. Therefore, unless the information is exempt from disclosure by law, the content of any request for explanation, exception or substitution, response to these specifications, protest, or any other written communications between PHWD and the proposer shall be available to the public.

If the proposer believes any communication contains trade secrets or other proprietary information would cause substantial injury to the proposer's competitive position if disclosed, the proposer shall request that PHWD withhold from disclosure the proprietary or other confidential information by marking each page containing such information as confidential. The proposer may not designate its entire proposal or bid as confidential. Additionally, proposer may not designate its cost proposal or any required bid forms or certifications as confidential.

If proposer requests that PHWD withhold from disclosure information identified as confidential, and PHWD complies with the proposer's request, proposer shall assume all responsibility for any challenge resulting from the non-disclosure, indemnify and hold harmless PHWD from and against all damages



(including, but not limited to, attorney's fees that may be awarded to the party requesting the proposer information), and pay any and all costs and expenses related to the withholding of proposer information. Proposer shall not make a claim, sue, or maintain any legal action against PHWD or its directors, officers, employees, or agents in connection with the withholding from disclosure of proposer information.

If proposer does not request that PHWD withhold from disclosure information identified as confidential, PHWD shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to PHWD.

#### I. CONFLICT OF INTEREST

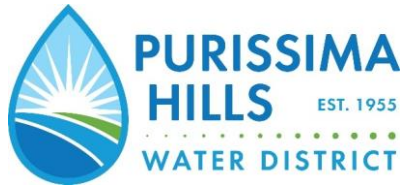
Proposer represents and warrants that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under *California Government Code Sections 1090, et seq. or Sections 87100 et seq.*, during the performance of services under the Agreement. Proposer shall promptly disclose any actual or potential conflict of interest to the PHWD as soon as proposer becomes aware of such conflict. Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of the Agreement. Violation of this provision may result in the Agreement being deemed void and unenforceable.

Depending on the nature of the work performed, proposer may be required to publicly disclose financial interests under PHWD's Conflict of Interest Code. Proposer agrees to promptly submit a Statement of Economic Interest on the form provided by PHWD upon receipt. No member, officer, or employee of the PHWD, or any of its member jurisdictions during their tenure of office, or for one year thereafter, shall have any interest therefrom, direct or indirect, in the Agreement or the proceeds.

#### J. WAIVER

By submitting a proposal, the proposer represents and warrants that it has sufficiently informed itself in all matters affecting the performance of the work requested in this Request for Proposals; that proposer has checked its proposal for errors and omissions; that the rates stated in its proposal are correct and as intended by it and are a complete and correct statement of its rates for performing the work requested in this Request for Proposals.

The proposer waives any claim against PHWD for costs incurred in preparing a proposal and responding to this RFP.

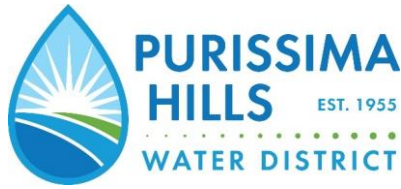


#### K. THE LEVINE ACT

The Levine Act (*California Government Code Section 84308*) is part of the California Political Reform Act of 1974. The Levine Act prohibits any PHWD Board Member from participating in or influencing the decision on awarding a contract with PHWD to anyone who has contributed \$500 or more to the Board Member within the previous twelve months. The Levine Act also requires a member of the PHWD Board who has received such a contribution to disclose the contribution on the record of the proceeding. In addition, PHWD Board Members are prohibited from soliciting or accepting a contribution from a party applying for a contract while the matter of awarding the contract is pending before PHWD or for twelve months following the date a final decision concerning the contract has been made.

Proposer must complete and submit with their proposal the California Levine Act Statement, Form 1.





### **FORM 1: CALIFORNIA LEVINE ACT STATEMENT**

*California Government Code Section 84308* (commonly referred to as the “Levine Act”) prohibits any PHWD Board Member from participating in any action related to a contract, if they receive any political contributions totaling more than \$500 from the person or company awarded the contract within the previous twelve months, and for twelve months following the date a final decision concerning the contract has been made. The Levine Act also requires a member of the PHWD Board who has received such a contribution to disclose the contribution on the record of the proceeding.

Proposers also are required to disclose such contributions, if any; and are responsible for accessing the links below to review the names of Board Members prior to answering the below questions:

PHWD Board Members: <https://www.purissimawater.org/board>

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$500 to any PHWD Board Member in the 12 months preceding the date of the submission of your proposal(s) or the anticipated date of any Board action related to this contract?

☐ YES ☐ NO If yes, please identify the Board Member(s):

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$500 to any PHWD Board Member in the 12 months following any Board action related to this contract?

☐ YES ☐ NO If yes, please identify the Board Member(s):

Answering yes to either of the two questions above does not preclude PHWD from awarding a contract to your firm or taking any subsequent action related to the contract. It does, however, preclude the identified Board Member(s) from participating in any actions related to this solicitation and resulting contract(s).



**FORM 2: EXCEPTION FORM**

By submitting a proposal, Proposer is deemed to have accepted all of the terms and conditions set forth in the Sample Agreement contained in Exhibit A of this RFP, unless the proposer includes with its proposal this Exception Form containing all the exceptions requested by the propose.

PROPOSER NAME: \_\_\_\_\_

Number each exception and attach additional pages as necessary to provide proposed alternate language.

#	Section of the Sample Agreement	Proposed Alternative Language



***EXHIBIT "B"***  
**SAMPLE AGREEMENT**

## **PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made as of this [REDACTED] day of [REDACTED], 2025, by and between PURISSIMA HILLS WATER DISTRICT ("DISTRICT") and [REDACTED], a California [REDACTED] ("CONSULTANT").

WHEREAS, the DISTRICT desires to obtain professional services for [REDACTED] ("Project"); and

WHEREAS, the DISTRICT issued a Request for Proposals dated [REDACTED] to obtain such services, which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the CONSULTANT is ready, willing and able to furnish such services and has submitted a Proposal dated [REDACTED], which is attached hereto and incorporated herein as Exhibit B. *[Customize – change reference to "Exhibit B" to "Exhibit A" if no RFP]*

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **PROVISION OF SERVICES**

The CONSULTANT agrees to provide professional services to DISTRICT in accordance with the terms and conditions of this Agreement.

2. **SCOPE OF WORK**

The scope of CONSULTANT's work shall be as set forth in Exhibit A, as supplemented by Exhibit B.

3. **SCHEDULE AND TERM**

CONSULTANT will commence work upon the DISTRICT's issuance of a Notice to Proceed and, unless the Agreement is terminated sooner pursuant to Section 13, will complete the work within one year in accordance with the Schedule included in Exhibit A.

4. **CONTRACT AMOUNT**

The CONSULTANT shall perform all work set forth in Section 2 of this Agreement for a total sum not to exceed [REDACTED] (\$ [REDACTED]). The Contract Amount will include all labor, materials, taxes, insurance, subcontractor costs, overhead, profit, and all other costs and expenses incurred by CONSULTANT.

The Contract Amount is not guaranteed; compensation will be based on services actually rendered and expenses actually incurred. DISTRICT will pay CONSULTANT at the rates set forth in Exhibit B. The agreed-upon rates will include all direct labor, taxes, overhead, administrative fees, insurance, employee benefits, and other costs and expenses incurred by the CONSULTANT necessary for the performance of all the services called for under this Agreement.

5. MANNER OF PAYMENT

The CONSULTANT shall submit monthly invoices as CONSULTANT completes work, and the invoices shall describe the work completed during the billing period, who performed the services, their applicable hourly rate, and all out-of-pocket costs and subcontractor payments, if any. The DISTRICT shall review and approve the invoices and shall pay approved invoices within thirty (30) days of DISTRICT's approval.

6. OWNERSHIP OF WORK

A. All reports, designs, drawings, plans, specifications, schedules, and other materials prepared by CONSULTANT under this Agreement ("Work Product") shall be the property of DISTRICT.

B. CONSULTANT assigns to DISTRICT all right, title, and interest in and to the Work Product, including ownership of the entire copyright in the Work Product and any causes of action existing or arising in connection with the copyright to said Work Product. The DISTRICT shall be entitled to access these materials and copies of these materials as they are being developed. Any such materials in the hands of CONSULTANT or in the hands of any subcontractor upon completion or termination of services hereunder shall be immediately delivered to DISTRICT.

7. ASSIGNMENT

CONSULTANT shall not assign any of the rights nor transfer any of its obligations under this Agreement without the prior written consent of the DISTRICT.

8. USE OF SUBCONTRACTORS

CONSULTANT shall not subcontract any services to be performed by it under this Agreement without the prior written approval of the DISTRICT, which shall not be unreasonably withheld. CONSULTANT shall be solely responsible for reimbursing any subcontractors and the DISTRICT shall have no obligation to them.

9. KEY PERSONNEL

A material consideration in DISTRICT's selection of CONSULTANT is the experience and qualifications of the following persons.

- [REDACTED]

The CONSULTANT agrees that these personnel will devote their personal attention to the work, as further described in **Exhibit A**. CONSULTANT may substitute Key Personnel only with written approval of the DISTRICT, which approval will not be unreasonably withheld. A request for substitution must demonstrate the replacement person's similar qualifications and experience for a position.

9. CHANGES

The DISTRICT may, at any time, by written order, make changes within the scope of work and services described in this Agreement. If such changes cause an increase or decrease in the fee schedule, an equitable adjustment as mutually agreed shall be made. The pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes.

10. RESPONSIBILITY; INDEMNIFICATION

CONSULTANT will defend, indemnify and hold harmless the DISTRICT, its directors, officers, employees and agents from and against any and all suits, claims or actions arising out of (i) any injury to persons or damage to property that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the CONSULTANT and caused by the willful misconduct, negligent act or omission by CONSULTANT, its employees, subcontractors or agents; or (ii) any allegation that materials or services provided by the CONSULTANT under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

The CONSULTANT further agrees to defend any and all such suits, claims or actions, and pay all reasonable charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered against the DISTRICT or any of the other individuals enumerated above in any such action, the CONSULTANT will, at its expense, satisfy and discharge the same. This indemnification will survive the expiration or earlier termination of this Agreement.

11. INSURANCE

A. Workers' Compensation: If CONSULTANT utilizes any employees to perform the services under this Agreement, CONSULTANT shall procure and maintain at all times during the performance of such work Worker's Compensation Insurance in conformance with the laws of the State of California and Federal laws where applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease. Prior to commencement of work hereunder, CONSULTANT shall deliver to DISTRICT a Certificate of Insurance which shall stipulate that 30 days advance written notice of cancellation, shall be given to DISTRICT.

B. Bodily Injury, Death and Property Damage Liability Insurance: CONSULTANT shall also procure and maintain at all times during the performance of this Agreement General Liability Insurance (including automobile operation) covering CONSULTANT and DISTRICT for liability arising out of the operations of CONSULTANT and any subcontractors. The policy(ies) shall include coverage for all vehicles, licensed or unlicensed, on or off DISTRICT's premises, used by or on behalf of CONSULTANT in the performance of work under this Agreement. The policy(ies) shall be subject to a limit for each occurrence of One Million Dollars (\$1,000,000) naming as an additional insured, in connection with CONSULTANT's activities, the DISTRICT, and its directors, officers, employees and agents. The Insurer(s) shall agree that its policy(ies) is Primary Insurance and that it shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance covering the DISTRICT.

Inclusion of the DISTRICT as additional insured shall not in any way affect its rights as respects to any claim, demand, suit or judgment made, brought or recovered against CONSULTANT. Said policy shall protect CONSULTANT and DISTRICT in the same manner as though a separate policy had been issued to each; but nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest had been named as an insured.

Prior to commencement of work hereunder, CONSULTANT shall deliver to DISTRICT a Certificate of Insurance which shall indicate compliance with the insurance requirements of this paragraph and shall stipulate that 30 days advance written notice of cancellation, shall be given to DISTRICT.

C. Professional Liability Insurance: CONSULTANT shall also maintain Professional Liability Insurance covering CONSULTANT's performance under this Agreement with a limit of liability of One Million Dollars (\$1,000,000) per claim and in annual aggregate. Such Insurance shall be renewed annually. Prior to commencing work under this Agreement, CONSULTANT shall furnish to DISTRICT a Certificate of Insurance, or certified copy of the Insurance policy if requested, indicating compliance with requirements of this paragraph. Such certificate or policy shall further stipulate that 30 days advance written notice of cancellation, shall be given to DISTRICT.

## 12. DISPUTE RESOLUTION

The DISTRICT and CONSULTANT agree to attempt in good faith to resolve all disputes informally. If agreed to by both parties, alternate methods of dispute resolution, such as mediation, may be utilized. Unless otherwise directed by the DISTRICT, the CONSULTANT shall continue performance under this Agreement while matters in dispute are being resolved.

## 13. TERMINATION

DISTRICT shall have the right to terminate this Agreement upon thirty (30) days written notice to the CONSULTANT. Upon receipt of such notice, the CONSULTANT shall not commit itself to any further expenditure of time or resources.

If the Agreement is terminated for any reason other than breach of a material term by CONSULTANT, the DISTRICT shall pay to CONSULTANT all sums actually due and owing from DISTRICT for all services performed and all expenses incurred up to the day written notice of termination is given, plus any costs reasonably and necessarily incurred by CONSULTANT to effect such suspension or termination.

If CONSULTANT breaches a material term of this Agreement and fails to remedy the breach within ten (10) days after the DISTRICT notifies the CONSULTANT of the breach, the Agreement may be terminated immediately and the DISTRICT shall in such event not thereafter pay or allow to the CONSULTANT any compensation for any labor, supplies or materials furnished under this Agreement; and the DISTRICT may proceed to complete this Agreement by other means, and the CONSULTANT shall be liable to the DISTRICT for all loss or damage which it may suffer on account of the CONSULTANT's breach of this Agreement.

14. CONSULTANT'S STATUS

Neither the CONSULTANT nor any party contracting with the CONSULTANT shall be deemed to be an agent or employee of the DISTRICT. The CONSULTANT is and shall be an independent contractor, and the legal relationship of any person performing services for the CONSULTANT shall be one solely between said parties.

15. DISTRICT REPRESENTATIVE

Except when approval of other action is required to be given or taken by the Board of Directors of the DISTRICT, the General Manager of the DISTRICT, or such person or persons as the General Manager may designate in writing from time to time, shall represent and act for the DISTRICT.

16. COMPLIANCE WITH LAWS AND REGULATIONS

During the progress of the work, CONSULTANT shall fully adhere to all applicable State and Federal laws and county, municipal or DISTRICT ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials and equipment used in the work, or which in any way affect the conduct of the work. CONSULTANT, and any subcontractors performing any work under this Agreement, shall hold such licenses as may be required by the State of California for the performance of the work specified in this Agreement.

17. RECORDS

DISTRICT and its authorized representatives, including the California State Auditor, may inspect and make copies of CONSULTANT's books, records and data relating to the Agreement at any reasonable time and may audit and verify invoices submitted by CONSULTANT. CONSULTANT will provide such assistance as may be reasonably required in the course of such inspection and audit.

CONSULTANT will maintain its records relating to this Agreement, and make them available for inspection, for a period of three (3) years after DISTRICT makes final its payment to CONSULTANT.

18. NONDISCRIMINATION

In connection with the performance of this Agreement, the CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, citizenship, political activity or affiliation, national origin, ancestry, physical or mental disability, marital status, age, medical condition (as defined under California law), veteran status, sexual orientation, gender identity, gender expression, sex or gender (which includes pregnancy, childbirth, breastfeeding, or related medical conditions), taking or requesting statutorily protected leave, or any other characteristics protected under federal, state, or local laws. The CONSULTANT shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, national origin, or any other characteristic protected under state, federal, or local laws. Such actions shall include, but not be limited to, the following: employment, upgrading,



demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

19. NOTICES

All communications relating to the day to day activities of the project shall be exchanged between the DISTRICT'S General Manager, or his designee, and the CONSULTANT's Project Manager.

All other notices and communications deemed by either party to be necessary or desirable to be given to the other party, except for confidential reports described in Section 6 of this Agreement, may be given by personal delivery to the representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the DISTRICT:                      Purissima Hills Water District  
26375 Fremont Road,  
Los Altos Hills, CA 94022  
ATTENTION: General Manager

If to the CONSULTANT:

**ATTENTION:**

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

20. ATTORNEY'S COSTS

If any legal proceeding should be instituted by either of the parties hereto to enforce the terms of this Agreement or to determine the rights of the parties thereunder, the prevailing party in said proceeding shall recover, in addition to all court costs, reasonable attorney's fees.

21. APPLICABLE LAW

This Agreement, its interpretation and all work performed thereunder, shall be governed by the laws of the State of California.

22. PUBLICITY

The CONSULTANT, its employees, subcontractors, and agents will not refer to the DISTRICT, or use any logos, images, or photographs of the DISTRICT for any commercial purpose, including, but not limited to, advertising, promotion, or public relations without the DISTRICT's prior written consent. Such written consent will not be required for the inclusion of

the DISTRICT's name on a customer list.

23. WAIVER

Any waiver of any breach or covenant of this Agreement must be in a writing executed by a duly authorized representative of the party waiving the breach. A waiver by any of the parties of a breach or covenant of this Agreement shall not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

24. NO THIRD PARTY RIGHTS

The parties do not intend this Agreement to create rights in any third parties and nothing in this Agreement should be construed to do so.

25. SEVERABILITY

If any provision of this Agreement shall be deemed invalid or unenforceable, that provision shall be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this Agreement, and in any event, the remaining provisions of this Agreement shall remain in full force and effect.

26. ENTIRE AGREEMENT; MODIFICATION

This Agreement, including any attachments, constitutes the entire Agreement between the parties with respect to the subject matter hereof and may not be amended except by a written amendment executed by authorized representatives of both parties. In the event of a conflict between the terms and conditions of this Agreement and the attachments, the terms of this Agreement will prevail.

27. BINDING ON SUCCESSORS

All of the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives. CONSULTANT shall not assign this Agreement without the prior express written approval of the DISTRICT.

*(Signatures contained on the following page.)*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

PURISSIMA HILLS WATER DISTRICT

CONSULTANT:

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

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

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVAL AS TO FORM

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

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

Title: \_\_\_\_\_

\_\_\_\_\_  
Legal Counsel

\*NOTE: This Agreement must be executed by two corporate officers, consisting of: (1) the President, Vice President or Chair of the Board, and (2) the Secretary, Assistant Secretary, Chief Financial Officer, Assistant Chief Financial Officer, or by any person authorized by the corporation to execute written contracts.