

George W. Sanders
Civil Engineer
P.O. Box 1937
Placerville, CA 95667

August 10, 2015

Golden West Community Services District
P.O. Box 448
El Dorado, CA 95623
Attn: Board Members

RE: Resignation/Termination of Agreement for Professional Civil Engineering Services

Members of the Board:

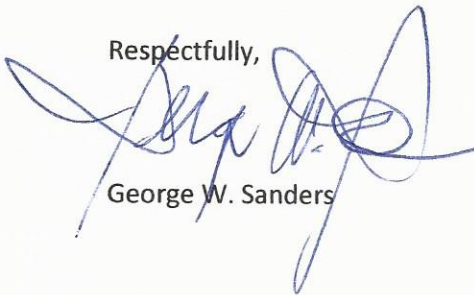
This relates to an active Agreement that I, George W. Sanders, have with the District to perform Professional Civil Engineering Services. The duration of the subject Agreement is for a period of 2 years. The Agreement was executed on April 22, 2014. The Agreement would expire on April 22, 2016.

This shall serve as a formal request or notice, of my desire to terminate the subject Agreement prior to the expiration date of April 22, 2016. It is my desire to terminate this agreement on or before September 30, 2015. I state personal reasons for termination.

Reference is hereby made to Page 8, Section **17. TERMINATION**, of the subject Agreement. Language contained within the same does not identify a means for the Consultant to terminate, but instead identifies a series of conditions that would allow the District to terminate the Agreement. A copy of the subject Section has been enclosed for reference.

Your favorable consideration in this request to terminate the agreement on or before September 30, 2015, would be greatly appreciated!

Respectfully,



George W. Sanders

in subsection A (1) and/or A (2), above, as to any claims, so long as the event upon which such claims is predicated shall have occurred prior to the effective date of any such termination or completion and arose out of or was in any way connected with performance or operations under this Agreement by Consultant, its employees, agents or consultants, or the employee, agent or consultant of any one of them.

15. INSURANCE.

Consultant is encouraged to obtain at their own expense comprehensive general liability coverage with limits no less \$1,000,000 per occurrence.

16. TEMPORARY SUSPENSION. The GWCS D's Board of Directors 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 the Consultant to perform any provision of this Agreement. Consultant will be paid for services performed through the date of temporary suspension. In the event that Consultant's services hereunder are delayed for a period in excess of three (3) months due to causes beyond Consultant's reasonable control, then the Not to Exceed Amount shall be subject to renegotiation.

17. TERMINATION.

A. If Consultant at any time refuses or neglects to perform the Services in a timely fashion or in accordance within the Schedule referenced in Scope of Work, or is adjudicated a bankrupt, or commits any act of insolvency, or makes an assignment for the benefit of creditors without GWCS D's written consent, or fails to make prompt payment to persons furnishing labor, equipment, or materials, or fails in any respect to properly and diligently prosecute the Services, or otherwise fails to perform fully any and all of the Agreements herein contained, Consultant shall be in default.

B. If Consultant fails to cure the default within seven (7) days after written notice thereof, GWCS D Board of Directors may, at its sole option, take possession of any documents, files (including CAD and other electronic files), or other materials prepared or used by Consultant in connection with the Services and (a) provide any such services, labor, or materials as may be necessary to overcome the default and deduct the cost thereof from any money then due or thereafter to become due to Consultant under this Agreement; or (b) terminate Consultant's right to proceed with the Services.

C. In the event GWCS D elects to terminate this Agreement, GWCS D shall have the right to immediate possession of all Documents and other work in progress prepared by or on behalf of Consultant, whether located at the District Office, at Consultant's place of business, or at the offices of a subcontractor, and may employ any other person or persons to provide the Services and provide the materials therefore. In case of such default termination, Consultant shall not be entitled to receive any further payment under this Agreement until the Services are completely finished. The expense referred to in the last sentence shall include expenses incurred by GWCS D in obtaining the Services from others, for attorneys' fees, and for any damages sustained by GWCS D by reason of Consultant's default or defective Services.

D. In addition to the foregoing right to terminate for default, GWCS D reserves the absolute right to terminate the Services authorized by this Agreement without cause ("Terminate for Convenience"), upon 72-hours' 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 referenced in the Scope of Work, which shall be calculated as follows: (1) Payment for any Services then satisfactorily completed and accepted by GWCS D, plus (2) Reimbursable Costs actually incurred by Consultant; plus (3) the annual hours used up to limit herein described. Consultant shall not be entitled to any claim or lien against GWCS D or the proposed project for any additional compensation or damages in the event of such termination and payment. In addition, the GWCS D's right to hold funds pursuant to Section 6 G shall be applicable in the event of a termination for convenience.

E. If this Agreement is terminated by GWCS D 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 Section D, above, and Consultant shall be entitled to receive only the amounts payable hereunder in the event of a Termination for Convenience.

F. Should GWCS D fail to pay Consultant undisputed payments set forth in Section 6 above, Consultant may, at Consultant's option, suspend its services if such failure is not remedied by GWCS D within thirty (30) days of written notice to GWCS D of such late payment.

18. BREACH OF LAW. In the event the Consultant or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of