



**Sacramento Central Groundwater Authority**  
*Managing Groundwater Resources  
in Central Sacramento County*

827 7<sup>th</sup> St, Rm 301  
Sacramento, CA 95814

Tel: (916) 874-6851  
Fax: (916) 874-5698  
scgah2o.saccounty.net

John Woodling  
Interim Executive Director

February 17, 2022

Interested Parties:

**Subject: RFQ for Legal Services**

California-American  
Water Company

City of Elk Grove

City of Folsom

City of Rancho Cordova

City of Sacramento

County of Sacramento

Florin Resource Conservation  
District/Elk Grove Water  
Service

Golden State Water Company

Omochumne-Hartnell  
Water District

Rancho Murieta Community  
Services District

Sacramento Regional  
County Sanitation District

Agricultural Representative

Agricultural-Residential  
Representative

Commercial/Industrial  
Representative

Conservation Landowners

Public Agencies/Self-  
Supplied Representative

**Sacramento Central Groundwater Authority**  
**Request for Qualifications (RFQ) for Legal Services**

**Notice to Submitting Firms**

1. Qualification Submittals for the RFQ must be submitted electronically to John Woodling, Sacramento Central Groundwater Authority (SCGA) Interim Executive Director at: [jwoodling@geiconsultants.com](mailto:jwoodling@geiconsultants.com) as a single PDF file. Submittals should include **“SCGA Legal Services Proposal”** in the subject line. The total pages including cover letter but excluding resumes, must not exceed 15 pages. Direct and concise language is appreciated.
2. All qualification submittals must be received by 4:00 pm on Friday, March 25, 2022.
3. A “firm” or “firms” as referred to herein is defined as a law firm or solo practitioner.
4. Responding firms may submit qualifications for some or all of the legal services described. The cover letter must detail which services are proposed.
5. To receive updates or amendments to the RFQ, register your interest by email to [jwoodling@geiconsultants.com](mailto:jwoodling@geiconsultants.com). Include **“SCGA Legal Services RFQ Interest”** in the subject line.
6. If you have questions, contact [jwoodling@geiconsultants.com](mailto:jwoodling@geiconsultants.com) via email by Thursday, March 3, 2022. Inquiries should not be made to any other individual, employee of SCGA, or Board member of SCGA. Responses to comments and amendments will be sent by email to each respondent that has registered their interest.
7. It is the submitting firms’ sole responsibility to bear the full cost of preparation, ensure that their submittal meets all solicitation requirements, and is properly received by the date and time listed above. Late submissions will not be considered.
8. All qualification submittals shall become the sole property of SCGA and are subject to public disclosure.
9. SCGA reserves the right to modify any aspect of this RFQ by the issuance of amendment(s).
10. SCGA reserves the right to reject any or all submittals and to select more than one firm to meet its legal needs.

## Section 1 – Introduction and Overview of Selection Process

### Background on Sacramento Central Groundwater Authority

Sacramento Central Groundwater Authority (SCGA) was formed in 2006 as a Joint Powers Authority (JPA) of the cities and counties within SCGA's boundaries – Sacramento County and the Cities of Elk Grove, Rancho Cordova, Folsom and Sacramento. The JPA was created to provide groundwater management in major portions of Sacramento County between the American River and the Consumnes River. Following the passage of the Sustainable Groundwater Management Act (SGMA), SCGA formally became a Groundwater Sustainability Agency (GSA) in 2016, one of six GSA's in the South American Subbasin responsible for adopting a Groundwater Sustainability Plan under SGMA.

The Board of Directors of the Sacramento Central Groundwater Authority (SCGA) consists of sixteen members. Representation includes a Board member from the County and the four cities, two public agencies, two investor-owned water utilities, one representative of agricultural interests, one representative of agriculture-residential groundwater users, one representative of commercial/industrial self-supplied groundwater users, one representative of conservation landowners, and one representative of public agencies that are self-supplied groundwater users. Members of the Board are appointed to four-year terms. Board officers are elected to serve a one-year term.

Members of the Board are appointed by the JPA signatories: the City Councils of Sacramento, Folsom, Elk Grove and Rancho Cordova, and the Sacramento County Board of Supervisors. The SCGA Board meets on the second Wednesday of every month.

### Background on desired legal expertise

SCGA is seeking the services of a firm to provide high quality, efficient legal services in various areas of law related to public agencies and JPAs involved with groundwater management. SCGA has several recurring legal tasks relating to common operations of the Authority, including Public Agency Law and Water Law.

Legal services related to Public Agency law includes specialization in at least the following areas:

- Brown Act,
- Public Records Act,
- Public contract law, including public works bidding
- Public agency ordinances, resolutions, policies, and procedures,
- Conflict of interest and ethics
- Risk avoidance including claims processing and management,
- Grant management and compliance

## SCGA RFQ FOR LEGAL SERVICES

- Environmental law including California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA)
- Human resources practices including employment contracts, Public Employees' Pension Reform Act (PEPRA), Occupational Safety and Health Administration (OSHA) and Cal OSHA safety requirements (such as Injury Illness and Prevention Plans), employee training requirements (such as AB1234 and others)
- Public agency assessment and fee setting
- Interagency agreements including JPAs.

In addition, SCGA's need for legal expertise will extend to water law, including:

- Groundwater law and the Sustainable Groundwater Management Act (SGMA), including a thorough understanding and knowledge of the California Department of Water Resources' role in groundwater management, implementation, administration and enforcement
- Water rights
- State and federal project operations, (including their Cooperative Operating Agreement or COA), Warren Act, etc
- Groundwater banking
- Water transfers (local, north of the Delta and through-Delta transfers)
- Use of reclaimed and recycled water

The above listing of legal services requested is not considered exhaustive. Other specialty legal services may be required from time to time, including non-recurring tasks where SCGA may require retention of special counsel. If special counsel is retained, the selected general counsel firm will be required to coordinate and consult with third-party special counsel as needed.

### **How the Selected Firm Will Be Utilized**

The selected firm(s) will execute a General Legal Services Agreement (Attachment A). It is expected that a scope and budget will be issued for each fiscal year identifying hourly billing rates and expected level of services for that year.

It is expected that there will be common recurring general counsel services needed such as reviewing public meeting agendas and background materials, attendance at regular and special Board meetings, attendance at certain standing committee meetings, review of contracts and other legal documents, legal research and advice, and other general counsel duties as needed. Such work will be performed on an hourly basis or on a standard monthly retainer fee as negotiated with the successful firm.

Occasionally, special tasks or projects may arise requiring additional legal support from the selected firm. When these specialty projects or tasks arise, SCGA will issue a request for scope of work, budget and schedule from the selected firm. Legal work on specialty tasks or projects will not proceed until SCGA has approved. A separate task order will be issued documenting the agreed scope, budget, payment terms (fixed fee or hourly) and schedule.

## SCGA RFQ FOR LEGAL SERVICES

Detailed invoicing shall be provided to SCGA for both general counsel and special projects which itemizes services provided by task and hours of services provided.

All services shall be directed by the SCGA Interim Executive Director or their designated representative.

All services provided will be performed to the highest legal, ethical, and professional standards.

Should a respondent to this request for qualifications require any special terms and conditions included in a contract for legal services, such terms must be clearly identified with the submission. See additional information below. SCGA will consider any requested special terms and conditions in their evaluation.

### **Pre-Proposal Meeting**

SCGA will conduct a pre-proposal meeting for potential respondents on March 2, 2022 from 11:00 a.m. to 12:30 p.m. The meeting is **not** mandatory. A recording will be made available on request. The link to the meeting is below:

Join Zoom Meeting

<https://us06web.zoom.us/j/83741266177>

Meeting ID: 837 4126 6177

One tap mobile

+17207072699,,83741266177# US (Denver)

+12532158782,,83741266177# US (Tacoma)

Dial by your location

+1 720 707 2699 US (Denver)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

Meeting ID: 837 4126 6177

**Proposed Selection Schedule**

The following table identifies the estimated time frames for retention of legal services.

<b>Description</b>	<b>Date</b>
Release of the RFP	February 17, 2022
Pre-Proposal Meeting	March 2, 2022
Deadline for written questions regarding the RFQ	March 3, 2022
Deadline for submittal of qualifications, 4:00 pm on	March 25, 2022
Qualification review and short list	April 8, 2022
Interviews (if deemed necessary)	April 11-15, 2022
Contract negotiations	April 25 – May 13, 2022
Approval of the selected firm(s) by the SCGA Board	June 8, 2022
Commence work	July 1, 2022

**Qualification Submittals for the RFQ must be submitted electronically to John Woodling, Sacramento Central Groundwater Authority (SCGA) Interim Executive Director at: [jwoodling@geiconsultants.com](mailto:jwoodling@geiconsultants.com) as a single PDF file. Submittals should include “SCGA Legal Services Proposal” in the subject line All qualification submittals must be received by 4:00 pm on Friday, March 25, 2022.**

**Selection Criteria**

The criteria for evaluation and consideration of firms to be invited to interviews shall be based on, but not limited to the following:

1. Qualifications and experience of the firm, and particularly the specific individuals proposed as lead counsel and other key staff. Lead counsel will have a minimum of five (5) years demonstrated experience in public agency representation. Other principal staff to be assigned shall have demonstrated experience in the specific areas of law to be assigned. Available time commitments for lead counsel and principal assigned staff will be identified in the submittal.
2. References. Provide a minimum of five (5) public agency references with attention to references for lead counsel and other principal staff to be assigned.
3. Location of key staff. Lead counsel and principal staff located in offices local to SCGA is preferred.
4. Rate and payment terms.
5. Exceptions taken to the RFQ or proposed contract form.
6. Quality and completeness of the submittal. Was all information requested presented in a clear and concise manner.
7. Absence of or suitable plan for mitigation of potential conflicts of interest

The highest-ranking firm(s) may be invited to further demonstrate their qualifications during a formal interview, the format of which will be determined by SCGA.

### **Evaluation and Selection Process**

Qualification review: SCGA will review and evaluate each submittal to determine how well it meets the requirements for the services defined herein. SCGA reserves the right to select firm(s) which, in SCGA's sole discretion, will best meet the needs of the organization. SCGA may elect to reject any or all submittals.

Selection process: Based on SCGA's evaluation of qualifications received, a short list of firms deemed most suitable will be prepared. Formal interviews may be conducted of the top-ranked firms at SCGA discretion. Following the results of reference checking and formal interviews (if needed), a ranking of firms will be prepared in advance of contract negotiations. If negotiations are unsuccessful with the highest ranked firm(s), the next ranked firm(s) will be invited to negotiate. Formal approval of the final selection will be made by a majority vote of the SCGA Board of Directors, which will make an award as it deems necessary regardless of assigned ranking.

### **Section 2 – Submittal Requirements**

1. The submittal should emphasize responding to the requirements set forth herein. Firms must demonstrate their capabilities, background, expertise and experience to allow an effective evaluation of the firm(s) that will provide the best value to SCGA. The submittal of qualifications should include, at a minimum, the following information:
  - a. Cover letter, including a certification that the submittal complies with all requirements of the RFQ.
  - b. Executive Summary, including a brief summary of the firm's origin, ownership, , size, areas of expertise, and home office locations for key staff with proximity to SCGA offices and operations. The executive summary should identify if there are legal services requested that will not be performed by the respondent firm.
  - c. Statement of Qualifications (Firm qualifications, with a focus on assigned personnel). Include a discussion of the key personnel's recent experience directly related to providing the legal services requested, including the number of years of such experience.
2. Additional information required. Tabular format is preferred wherever appropriate.
  - a. References. Provide a minimum of five public agency, JPA, or special district clients for which comparable services have been performed. Provide the name, mailing address, email address, and telephone number for each client's principal representative with the closest knowledge of the firm's performance. Include the dates of the engagement and indicate if it is on-going. Provide a brief, summary overview of the types of services provides to each reference.

## SCGA RFQ FOR LEGAL SERVICES

- b. Provide a list of current public agency clients that may directly or indirectly affect the performance of work or create the appearance of a conflict of interest with the anticipated assignment as counsel for SCGA. Describe the nature of the conflict/potential conflict. At a minimum, relationships with any of the following must be identified.
- The County of Sacramento, Sacramento County Water Agency, and the Cities of Elk Grove, Folsom, Rancho Cordova and Sacramento.
  - Any of the entities that are represented as members of the SCGA Board
  - The Sacramento Groundwater Authority (SGA) and any of the organizations represented on its Board of Directors
  - The Regional Water Authority (SGA) and any of the organizations represented on its Board of Directors
  - The Groundwater Sustainability Agencies in the South American Subbasin, including the Northern Delta GSA (JPA) and its member agencies, Reclamation District 551, Omochumne-Hartnell Water District, and Sloughhouse Resource Conservation District
  - Any business entity or other individual who extracts groundwater from the South American Subbasin
- c. For any identified potential conflicts, describe the firm's internal controls and procedures, as well as a specific plan to mitigate each potential conflict
- d. List any subconsultants proposed including a description of the business relationship between the prime proposer and subconsultant, and a list of the types of legal services each would provide.
- e. Fee Schedule. Provide a listing of hourly rates for all staff categories that may engage. Specifically identify by name the proposed hourly rate for all key staff. Rates for any subconsultants must be included together with disclosure of any markup of subconsultant fees or reimbursable expenses incurred, including travel. The fee schedule proposed should be valid for the first 18 months of any contract, assuming 120 days from qualifications submission to contract execution.
- f. Provide the following business information:
- i. Length of time the firm has been in business
  - ii. Length of time at the local business address
  - iii. List the type and number of any business licenses
  - iv. Names and titles of all officers or the firm
  - v. Any other names under which the firm has conducted business
  - vi. If a sole proprietorship, the name of the sole proprietor
  - vii. If the firm is incorporated, the type of corporation and the jurisdiction where incorporated



- viii. Provide the appropriate federal tax ID number
  - ix. Provide the name and remittance address for any invoices
  - x. Provide the location of the offices from which key staff are assigned
3. A standard legal services agreement is attached (Attachment A). If there are exceptions, additions, or deletions to the contractual terms in Attachment A, or to any RFQ requirements, provide specific details, including suggested language that would make the documents acceptable. If there are no exceptions taken, note in writing that there are none. This information will be considered in the selection process.

**Additional Pre-Contract Requirements**

SCGA may make any such investigations it deems necessary or prudent to determine the ability of respondents to provide the services requested. Following review of initial submittals, additional information may be requested to better evaluate proposing firms, and the firms will provide SCGA all such requested information as is commercially reasonable. SCGA reserves the right to reject any or all submittals and may negotiate with one or more firms prior to providing a recommendation to the SCGA Board for award. The final scope of services for inclusion in any resulting contract will be negotiated between SCGA and the selected firm(s). It is expected that the selected firm will fully participate in the scope negotiations prior to contract execution without compensation.

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**LEGAL SERVICES AGREEMENT TEMPLATE**

**THIS AGREEMENT** is made and entered into on \_\_\_\_\_, 2022, by and between the Sacramento Central Groundwater Authority, a joint powers authority formed in 2006 between the County of Sacramento and the Cities of Elk Grove, Folsom, Rancho Cordova and Sacramento ("SCGA"), and \_\_\_\_\_, a professional corporation.

**FOR AND IN CONSIDERATION OF THE PROMISES, COVENANTS AND CONDITIONS CONTAINED HEREIN, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:**

1. **Retention.** SCGA hereby retains \_\_\_\_\_ to perform the legal services described in Paragraph 2 below, and \_\_\_\_\_ hereby accepts such retention and agrees to perform such services under the terms and conditions set forth herein.
  
2. **Executive Director.** As used in this Agreement, the term "Executive Director" means the SCGA Interim Executive Director or SCGA Executive Director, as appropriate.
  
3. **Services.** \_\_\_\_\_ shall provide legal advice and consultation relating to representation of the SCGA and as set forth below.
  - a. Furnish professional services in the amount necessary to complete promptly and effectively work assigned under this Agreement. \_\_\_\_\_ shall not commence services under this Agreement until provided with the direction to do so by the Executive Director or his designee.
  
  - b. \_(Firm)\_\_\_\_\_ is specifically providing the services of \_\_\_\_\_(specifically identified assigned attorney)\_\_\_\_\_ for primary representation responsibility under this Agreement. \_\_\_\_\_(Firm)\_\_\_\_\_ will not substitute primary representation responsibility in providing the services described herein without the express written agreement of the Executive Director or his designee.
  
  - c. \_\_\_\_\_ will provide SCGA with copies of all correspondence with persons and agencies related to this Agreement.
  
  - d. For purposes of this Agreement, an attorney-client relationship is created between \_\_\_\_\_ and SCGA and

ATTACHMENT A

\_\_\_\_\_ is expected to manage this attorney-client relationship appropriately, including a complete conflict check and continuous written communication of any actual, apparent or potential conflicts with respect to this relationship.

- e. The services performed by \_\_\_\_\_ under this Agreement shall be under the general supervision and direction of the Interim Executive Director of SCGA or his designee, and \_\_\_\_\_ shall not accept direction from any other SCGA official or employee.
- f. \_\_\_\_\_ shall provide SCGA reports related to services under this Agreement in reasonable intervals as so requested.
- g. It is understood that SCGA, acting through its designees, shall make all policy decisions concerning the performance of services of \_\_\_\_\_.
- h. \_\_\_\_\_ shall attend all regular and special Board meetings and make such appearances as the Executive Director or SCGA Board determines are necessary or appropriate during the term of this Agreement.
- i. \_\_\_\_\_ shall not institute any administrative proceeding, arbitration or litigation unless directed to do so by the SCGA Board or the Executive Director or his designee.
- j. \_\_\_\_\_ shall not compromise or settle any claim, protest or dispute against the SCGA without the prior consent of the Board of SCGA.

4. **Term.** The term of this Agreement shall commence on \_\_\_\_\_, 2022, and continue until such time as the Agreement is terminated pursuant to Section 12 hereof.

5. **Compensation.** Subject to the provisions of subsections (a)-(b) below, SCGA shall pay compensation to \_\_\_\_\_ for the services rendered hereunder as follows:

- a. All services to be performed by \_\_\_\_\_ pursuant to this Agreement shall be performed by \_\_\_\_\_ at hourly rates be for attorneys' time for advisory services, for attorneys' time for litigation services, and for the time of paralegals and legal assistants as identified in the rate sheet attached hereto as Attachment 1. Any change in this rate range must be approved in writing by the SCGA Board before being applied. SCGA shall

not be responsible for the cost of services provided by any other individuals unless such services and the rate of compensation are approved in advance and in writing by the SCGA Board. Compensation under this Agreement shall be limited to no more than \$XXX,XXX per fiscal year. \_\_\_\_\_ shall advise the Executive Director, in writing, when expenditures have reached 70% of the total contract amount.

- b. SCGA shall not be charged for secretarial or other support services.

6. **Expenses.** SCGA shall pay \_\_\_\_\_ for its incidental expenses incurred in connection with this Agreement as follows:

- a. Reasonable and necessary actual out-of-pocket expenses incurred in the course of rendering such services, consisting only of costs of toll, document binding, filing fees, travel (only between locations specifically pre-approved by SCGA and at published coach air fares or IRS standard mileage rates), and cost of commercial printing. \_\_\_\_\_ shall use cost effective means in incurring any permitted reimbursable cost. No markup or surcharge shall be added. Any single out-of-pocket expenditure in excess of \$300, including travel, is subject to the prior written approval of the Executive Director.
- b. SCGA shall not be obligated to pay any of the following: full hourly rates for travel time, except for actual time working; all other travel time shall be paid at a fifty percent (50%) discount of the traveler's standard hourly fee; lodging unless approved; auto rental fees; cab or other transportation fare from the office to home; meals for working overtime; secretarial overtime; or costs for transmitting documents by email.
- c. SCGA shall have no liability for any other charges or expenses unless approved in writing by the Executive Director prior to being incurred.

7. **Claims for Services.** \_\_\_\_\_ shall file with the SCGA claims for services rendered during the term of this Agreement not later than the tenth (10th) day following the end of each calendar month. The claims shall identify the number of hours of services for which compensation is claimed, the individual(s) providing such services, the services provided and all incurred costs and expenses for which reimbursement is being claimed. Each such monthly statement shall include a cumulative total of all services and cost charges billed under this Agreement. SCGA shall pay such claims not later than thirty (30)

calendar days following the date of receipt if approved. No claim shall be paid without approval of the SCGA, in its sole discretion. SCGA may request additional information or clarification to support the claim of \_\_\_\_\_ from \_\_\_\_\_ who will promptly provide the requested information.

**8. Independent Contractor.**

- a. All services delivered by \_\_\_\_\_ under this Agreement shall be provided under the coordination with SCGA. It is understood and agreed that \_\_\_\_\_ is an independent contractor and that no relationship of employer-employee exists between SCGA and \_\_\_\_\_ hereto.
- b. It is further understood and agreed by the parties hereto that \_\_\_\_\_ in the performance of its obligations hereunder is subject to the control or direction of SCGA through the Executive Director of SCGA merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results. No permitted or required approval by SCGA of personnel, costs, documents or services of \_\_\_\_\_ shall be construed as making SCGA responsible for the manner in which \_\_\_\_\_ performs services or for any acts, errors or omissions of \_\_\_\_\_. Such approvals are intended only to give SCGA the right to satisfy itself with the cost and status of work performed by \_\_\_\_\_.
- c. If, in the performance of this Agreement, any third persons are employed by \_\_\_\_\_, such persons shall be entirely and exclusively under the direction, supervision and control of \_\_\_\_\_. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment, or requirements of law, shall be determined by \_\_\_\_\_, and SCGA shall have no right or authority over such person or the terms of such employment.
- d. It is further understood and agreed that \_\_\_\_\_ shall issue W-2, or with respect to partners Schedule K-1, Forms for income and employment tax purposes for all of \_\_\_\_\_'s assigned personnel under the terms and conditions of this Agreement.

- 9. Insurance.** \_\_\_\_\_ shall maintain in force at all times during the term of this Agreement, and any extensions or modifications

thereto, insurance covering its operations as set forth in Exhibit "A." It is understood and agreed that SCGA shall not pay any sum to \_\_\_\_\_ under this Agreement unless and until SCGA is satisfied that all insurance required by this Agreement is in force at the time services hereunder are rendered.

**10. Compliance with Child, Family and Spousal Support Reporting Obligations.**

- a. \_\_\_\_\_'s failure to comply with state and federal child, family and spousal support reporting requirements regarding \_\_\_\_\_'s employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement.
- b. \_\_\_\_\_'s failure to cure such default within ninety (90) days of notice by SCGA shall be grounds for termination of this Agreement.

**11. Assignment and Subcontracting.** No performance to be rendered or payment due under this Agreement may be assigned or transferred, and \_\_\_\_\_ shall not subcontract any work hereunder, without the prior written approval of the Executive Director of SCGA.

**12. Audit of \_\_\_\_\_ Records.**

- a. \_\_\_\_\_ shall retain all records, including but not limited to, documents, reports, books, papers and accounting records which pertain to any work or transactions under this Agreement for a period of four (4) years after expiration of this Agreement. SCGA, or any duly authorized representative of SCGA, shall, with reasonable notice, have access to and the right to examine, audit and copy such records. SCGA agrees that \_\_\_\_\_ may, in their discretion, maintain all or part of the client file in electronic format, using secure cloud storage services.
- b. \_\_\_\_\_ shall reimburse SCGA for any overpayment determined to have been made as a result of an audit of \_\_\_\_\_'s records not later than ten days following the date of service of written notice to \_\_\_\_\_ of the amount of the overpayment.

**13. Termination.** This Agreement and the attorney-client relationship between \_\_\_\_\_ and SCGA may be terminated in whole or

in part by SCGA at any time upon written notice to \_\_\_\_\_. Upon termination of this Agreement, SCGA will pay \_\_\_\_\_ the fees, costs and expenses due under Sections 4 and 5, as of the effective date of termination, in no case exceeding the limitation set forth in paragraph 4. In the event of such termination, \_\_\_\_\_ shall transmit to SCGA all records, materials, work product and other matters developed or collected pursuant to this Agreement.

14. **Governing Law; Venue.** All claims, counterclaims, disputes and other matters in question between the SCGA and \_\_\_\_\_ arising out of or relating to this Agreement or breach thereof will be decided under the laws of the State of California or any other dispute resolution methods agreeable to both parties. California law shall govern the interpretation of this Agreement. Venue for any action related to this Agreement shall be in the Sacramento County Superior Court.
15. **Compliance with Laws.** \_\_\_\_\_ shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances.
16. **Licenses and Permits.** \_\_\_\_\_ shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies, including any certification and credentials required by SCGA. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by SCGA.
17. **Conflict of Interest.** \_\_\_\_\_ and \_\_\_\_\_'s officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.
18. **Use of Funds.** It is understood and agreed that no funds provided by SCGA pursuant to this Agreement shall be used by \_\_\_\_\_ for any political activity or political contribution.
19. **Nondiscrimination in Employment, Services, Benefits and Facilities.**
  - a. \_\_\_\_\_ agrees and assures SCGA that \_\_\_\_\_ and any subcontractors shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate,



harass, or allow harassment against any employee, applicant for employment, employee or agent of SCGA, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. \_\_\_\_\_ shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of SCGA employees and agents, and recipients of services are free from such discrimination and harassment.

- b. \_\_\_\_\_ represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and regulations and guidelines issued pursuant thereto.
- c. \_\_\_\_\_ agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable anti-discrimination laws and this provision.
- d. \_\_\_\_\_ shall include this nondiscrimination provision in all subcontracts related to this Agreement.

- 20. Indemnification.** For professional services provided under this Agreement, and to the fullest extent permitted by law, \_\_\_\_\_ shall indemnify, defend, and hold harmless SCGA and the SCGA Board of Directors respectively, and their officers, directors, agents, employees and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the negligent performance of the professional services provided under this Agreement.

This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by \_\_\_\_\_ or \_\_\_\_\_'s subconsultants or subcontractors at any tier.

Nothing in this Indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this Indemnity obligation shall survive the expiration or termination of the Agreement.

- 21. Time.** Time is of the essence of this Agreement.

22. **Interpretation.** This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.
23. **Reports.** \_\_\_\_\_ shall, without additional compensation therefore, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by SCGA concerning \_\_\_\_\_'s activities as they affect the contract duties and purposes herein. SCGA shall explain procedures for reporting the required information.
24. **Prior Agreements.** This Agreement constitutes the entire contract between SCGA and \_\_\_\_\_ regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between SCGA and/or the County of Sacramento and \_\_\_\_\_ regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.
25. **Duplicate Counterparts.** This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.
26. **Amendments.** This Agreement may be modified or amended, or any of its provisions waived, only by written agreements executed by both parties.
27. **Entire Agreement.** This instrument and Exhibit "A" attached hereto constitute the entire Agreement between SCGA and \_\_\_\_\_ concerning the subject matter hereof.

ATTACHMENT A

28. **Notices.** Notices concerning this Agreement shall be deemed to have been served when deposited in the United States Mail, first class postage prepaid and addressed as follows, or by e-mail, with proof of transmission, to:

To Sacramento Central  
Groundwater Authority:

To: \_\_\_\_\_

John Woodling, Interim Executive Director  
Address  
Email

Name, Title  
Address  
Email

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date and year first written above.

Dated: \_\_\_\_\_

By \_\_\_\_\_

Dated: \_\_\_\_\_

Sacramento Central Groundwater Authority

By: \_\_\_\_\_  
John Woodling, Interim Executive Director

**EXHIBIT A to Agreement  
between the SACRAMENTO CENTRAL GROUNDWATER AUTHORITY,  
hereinafter referred to as "SCGA," and  
\_\_\_\_\_, hereinafter  
referred to as "\_\_\_\_\_"**

**SCGA  
INSURANCE REQUIREMENTS**

Without limiting \_\_\_\_\_'s indemnification, \_\_\_\_\_ shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the \_\_\_\_\_, its agents, representatives or employees. SCGA shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the County Risk Manager, insurance provisions in these requirements do not provide adequate protection for SCGA and for members of the public, SCGA may require \_\_\_\_\_ to obtain insurance sufficient in coverage, form and amount to provide adequate protection. SCGA's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

**Verification of Coverage**

\_\_\_\_\_ shall furnish SCGA with certificates evidencing coverage required below. **Copies of required endorsements must be attached to provided certificates.** The County Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of SCGA and the general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by the SCGA before performance commences. SCGA reserves the right to require that \_\_\_\_\_ provide complete, certified copies of any policy of insurance including endorsements offered in compliance with these specifications.

**Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. GENERAL LIABILITY: Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by the County Risk Manager.
2. AUTOMOBILE LIABILITY: Insurance Services Office's Commercial Automobile Liability coverage form CA 0001.

- a. Commercial Automobile Liability: auto coverage symbol “1” (any auto) for corporate/business owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.
- b. Personal Lines automobile insurance shall apply if vehicles are individually owned.
- 3. WORKERS’ COMPENSATION: Statutory requirements of the State of California and Employer’s Liability Insurance.
- 4. PROFESSIONAL LIABILITY or Errors and Omissions Liability insurance appropriate to the \_\_\_\_\_’s profession or services.
- 5. UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers’ Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.

**Minimum Limits of Insurance**

\_\_\_\_\_ shall maintain limits no less than:

- 1. General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:
 

General Aggregate:	\$2,000,000
Products Comp/Op Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$1,000,000
Fire Damage:	\$ 100,000
- 2. Automobile Liability:
  - a. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.
  - b. Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.
- 3. Workers' Compensation: Statutory.
- 4. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

5. Professional Liability or Errors and Omissions Liability: \$2,000,000 per claim and aggregate.

**Deductibles and Self-Insured Retention**

Any deductibles or self-insured retention that apply to any insurance required by this Agreement must be declared and approved in writing by SCGA.

**Claims Made Professional Liability Insurance**

If professional liability coverage is written on a Claims Made form:

1. The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of Agreement performance by \_\_\_\_\_.
2. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
3. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, the \_\_\_\_\_ must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

**Other Insurance Provisions**

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provisions:

**All Policies:**

1. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than **A-: VII**. The County Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the SCGA and the general public are adequately protected.
2. **MAINTENANCE OF INSURANCE COVERAGE:** The \_\_\_\_\_ shall maintain all insurance coverages in place at all times and provide SCGA with evidence of each policy's renewal within ten (10) days after its anniversary date. Contractor is required by this Agreement to immediately notify SCGA if they receive a communication from their insurance carrier or agent that any required insurance is to be

canceled, non-renewed, reduced in scope or limits or otherwise materially changed. Contractor shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.

**Commercial General Liability and/or Commercial Automobile Liability:**

1. **ADDITIONAL INSURED STATUS:** SCGA, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of the \_\_\_\_\_; products and completed operations of the \_\_\_\_\_; premises owned, occupied or used by the \_\_\_\_\_; or automobiles owned, leased, hired or borrowed by the \_\_\_\_\_. The coverage shall contain no endorsed limitations on the scope of protection afforded to SCGA, its officers, directors, officials, employees, or volunteers.
2. **PRIMARY INSURANCE:** For any claims related to this Agreement, the \_\_\_\_\_'s insurance coverage shall be endorsed to be primary insurance as respects SCGA, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by SCGA, its officers, directors, officials, employees, or volunteers shall be excess of the \_\_\_\_\_'s insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST:** The \_\_\_\_\_'s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. **SUBCONTRACTORS:** \_\_\_\_\_ shall be responsible for the acts and omissions of all its subcontractors and shall require all its subcontractors to maintain adequate insurance

**Professional Liability:**

**PROFESSIONAL LIABILITY PROVISION:** Any professional liability or errors and omissions policy required hereunder shall apply to any claims, losses, liabilities, or damages, demands and actions arising out of or resulting from professional services provided under this Agreement.

**Notification of Claim:**

If any claim for damages is filed with \_\_\_\_\_ or if any lawsuit is instituted against \_\_\_\_\_, that arise out of or are in any way connected with \_\_\_\_\_'s performance under this Agreement and

## ATTACHMENT A

that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect SCGA, \_\_\_\_\_ shall give prompt and timely notice thereof to SCGA. Notice shall not be considered prompt and timely if not given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.