

## **Sacramento Central Groundwater Authority**

### **Executive Director Search**

### **Request for Qualifications**

**March 10, 2025**

The Sacramento Central Groundwater Authority (SCGA) is seeking professional services of an experienced and visionary Executive Director to provide high quality, cost effective leadership of the organization. In addition to serving as the Executive Director of the SCGA, the successful candidate will serve as the administrator for the South American Subbasin (SASb) and lead the coordination efforts of six GSAs in implementing the Groundwater Sustainability Plan (GSP). The SCGA Board understands the challenge of finding a person with all the skills, experience, and capacity needed for this position, and is seeking broad interest from candidates with a variety of backgrounds. The request for qualifications for this opportunity is available at <https://scgah2o.saccounty.gov/>

**Submittals will be considered at any time until a candidate is selected. The SCGA is seeking an Executive Director that is able to begin leading the organization in June or July, 2025. Interested candidates are urged to respond promptly.**

The Executive Director will be responsible for strategic planning, program development, stakeholder engagement, budgeting and fiscal oversight, and overall agency management. The ideal candidate will have a strong background in groundwater management, public policy, public administration or a related field, with proven leadership and management skills. A sound understanding of the Sustainable Groundwater Management Act will be essential to success.

The successful candidate, whether contracted directly or as an employee of a firm, will serve SCGA as an independent contractor. It is understood and agreed that the candidate will be an independent contractor and that no relationship of employer-employee will exist between SCGA and the candidate.

### **Background on Sacramento Central Groundwater Authority**

The 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, Folsom, Rancho Cordova and Sacramento. The JPA was created to provide groundwater management in major portions of Sacramento County between the American River and the Cosumnes River. Following the passage of the Sustainable Groundwater Management Act (SGMA), SCGA formally became a Groundwater Sustainability Agency (GSA) in 2016, one of six GSAs in the South American Subbasin responsible for jointly adopting and implementing a Groundwater Sustainability Plan under SGMA.

The Board of Directors of the SCGA consists of fourteen members. Representation includes a Board member from the County and the four cities, two public water/wastewater 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.

More information on SCGA is available at <https://scgah2o.saccounty.gov>. The Groundwater Sustainability Plan for the South American Subbasin is available at [sasbgroundwater.org](http://sasbgroundwater.org). Questions on the RFQ can be directed to John Woodling at [jwoodling@geiconsultants.com](mailto:jwoodling@geiconsultants.com).

### **Key Responsibilities:**

- Strategic Leadership: Develop and implement a strategic plan to achieve SCGA's mission and goals.
- Program Management: Oversee the design, implementation, and evaluation of programs and projects. Organize, direct and coordinate the activities of the Authority.
- Board Engagement: Build and maintain relationships with the members of the Board of Directors to elicit and carry out their shared vision.
- Stakeholder Engagement: Build and maintain relationships with other stakeholders, including the California Department of Water Resources, neighboring Groundwater Sustainability Agencies within and outside the SASb, community and environmental organizations, and industry partners.
- Communication: Communicate effectively orally and in writing. Communicate complex technical issues related to groundwater management to lay-person audiences
- Financial Management: Develop and manage the annual budget, work with independent financial team to ensure financial sustainability and compliance with funding requirements, and coordinate with auditor on annual audits.
- Team Leadership: Lead a diverse team of consultants to carry out the mission of the Authority.
- Monitor, identify, and analyze legal developments including legislation, rules, regulations, and court decisions as well as other developments at the local, regional, state, and federal levels that may impact the Authority.
- SGMA Compliance: Oversee the implementation of the Groundwater Sustainability Plan (GSP) for the South American Subbasin, including
  - Managing consultant contracts and services.
  - Planning for and performing activities required for SGMA implementation, including annual reporting due in April of each year and a five-year evaluation of the GSP due in January 2027.
  - Coordinating with partner GSAs in the Subbasin to complete and fund SGMA compliance activities, including pursuing grant funding.

The above listing of responsibilities is not considered exhaustive.

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

The selected individual (or their firm) will execute a General Professional Services Agreement with SCGA (Attachment A). A scope and budget will be developed and approved by the Board of Directors for each fiscal year (July through June) identifying hourly billing rates and expected level of services for that year. For reference, the current executive director has averaged approximately 70 hours per month over the past 4-1/2 years.

The Executive Director shall provide SCGA with detailed invoicing which itemizes services provided by task and hours of services provided. 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, such terms must be clearly identified with the submission.

See additional information below. SCGA will consider any requested special terms and conditions in its evaluation.

### Desirable Qualifications

Bachelor's degree in a related field. An advanced degree is desirable.

5-7 years or more of senior-level experience in a leadership role in a relevant field, with a proven track record in coalition building and technical program management.

Demonstrated experience working with a Board of Directors of a public agency.

Knowledge of water issues affecting California and the Sacramento Region.

Proven experience in strategic planning, program development, and stakeholder engagement.

Strong financial management skills, including budgeting.

Excellent communication and interpersonal skills.

Knowledge of groundwater management and the Sustainable Groundwater Management Act.

**Qualification Submittals must be submitted electronically as a single PDF file to John Woodling, Sacramento Central Groundwater Authority (SCGA) Executive Director at: [jwoodling@geiconsultants.com](mailto:jwoodling@geiconsultants.com). Submittals should include "SCGA Executive Director Proposal" in the subject line.**

**Submittals should be limited to no more than eight (8) pages total.**

### Selection Criteria

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

1. Qualifications and experience.
2. References. Provide a minimum of three and up to five (3 - 5) professional references.
3. Location. A candidate located in reasonable proximity to Sacramento, California is preferred.
4. Billing Rate.
5. Quality and completeness of the submittal. Was all information requested presented in a clear and concise manner.
6. Exceptions taken to the RFQ or proposed contract template.
7. Absence of or a suitable plan for mitigation of potential conflicts of interest.

High ranking candidate(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 a candidate that will, in SCGA's sole discretion, 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, potentially qualified candidates may be interviewed at SCGA's discretion. When a suitable candidate is selected, contract negotiations will commence. If negotiations are unsuccessful with the selected respondent, the recruitment process will continue until a candidate is selected. Formal approval of the final selection will be made by a majority vote of the SCGA Board of Directors.

## Submittal Requirements

The submittal is intended to represent the qualifications of the individual proposed to serve as the executive director. While this individual may be an employee of a firm, the individual's qualifications will be the focus of the selection process. Submittals may be formatted in any manner the respondent chooses, however, submittals should be limited to eight (8) pages or fewer.

Submittals should include:

1. Cover letter: including a certification that the submittal complies with all requirements of the RFQ.
2. Statement of Qualifications: Individual qualifications, including a discussion of recent experience directly related to providing the services requested, including the number of years of such experience. This may take the form of a resume if desired by the respondent.
3. References. Provide a minimum of three and up to five public agency, JPA, special district or other clients/employers for which comparable services have been performed by the proposed individual. Provide the name, mailing address, email address, and telephone number for each representative with the closest knowledge of the respondent's performance. Include the dates of the engagement and indicate if it is on-going. Provide a brief summary of the types of services provided to each reference.
4. Fee Schedule. Provide a proposed hourly rate. The fee schedule proposed should be valid for the first 12 months of any contract, assuming a June 1, 2025 start date. SCGA may consider a retainer agreement. If such an arrangement is proposed, the candidate should provide a detailed discussion of the monthly rate and how it provides the best value to SCGA.
5. If responding as a firm, candidate should provide the following business information:
  - Firm Name
  - Length of time the firm has been in business
  - Business address
  - List the type and number of any business licenses
  - If a sole proprietorship, the name of the sole proprietor
  - If the firm is incorporated, the type of corporation and the jurisdiction where incorporated
  - Provide the appropriate federal tax ID number
6. Conflicts of Interest. Provide a list of current public agency or private clients or relationships that may directly or indirectly affect the performance of work or create the appearance of a conflict

of interest with the anticipated assignment 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 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
7. A standard professional 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.

**ATTACHMENT A**  
**SACRAMENTO CENTRAL GROUNDWATER AUTHORITY**  
**SERVICES AGREEMENT**  
**EXECUTIVE DIRECTOR**

**THIS AGREEMENT** is made and entered into on \_\_\_\_\_, 2025, 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 **CONSULTANT**.

**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 **CONSULTANT** to perform the executive director services described in Paragraph 3 below, and **CONSULTANT** hereby accepts such retention and agrees to perform such services under the terms and conditions set forth herein.
2. **Board Chairperson.** As used in this Agreement, the term "Board Chairperson" means the Board Director selected to serve as Chair by the full Board.
3. **Services.** **CONSULTANT** shall provide advice and consultation relating to operation 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. **CONSULTANT** shall not commence services under this Agreement until provided with the direction to do so by the Board Chairperson or their designee.
  - b. **CONSULTANT** is specifically providing the services of Name for representation responsibility under this Agreement. **CONSULTANT** will not substitute primary representation responsibility in providing the services described herein without the express written agreement of the Board Chairperson or their designee.
  - c. **CONSULTANT** will provide SCGA with copies of all correspondence with persons and agencies related to this Agreement.

- d. The services performed by **CONSULTANT** under this Agreement shall be under the general supervision and direction of the SCGA Board or their designee, and **CONSULTANT** shall not accept direction from any other SCGA official or employee.
  - e. **CONSULTANT** shall provide SCGA reports related to services under this Agreement in reasonable intervals as so requested.
  - f. It is understood that SCGA, acting through its designees, shall make all policy decisions concerning the performance of services of **CONSULTANT**.
  - g. **CONSULTANT** shall attend all regular and special Board meetings as the SCGA Board determines are necessary or appropriate during the term of this Agreement.
4. **Term.** The term of this Agreement shall commence on July 1, 2025, and continue until June 30, 2026 or as otherwise terminated subject to Section 13.
5. **Compensation.** SCGA shall pay compensation to **CONSULTANT** for the services rendered hereunder as shown in Exhibit A (rate sheet). Any change in this rate 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,000 per fiscal year. **CONSULTANT** shall advise the Board, in writing, when expenditures have reached 70% of the total contract amount for the fiscal year.
6. **Expenses.** SCGA shall pay **CONSULTANT** 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. **CONSULTANT** 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 \$100, including travel, is subject to the prior written approval of the Board Chairperson.

- 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 services; 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 Board Chair prior to being incurred.

7. **Claims for Services.** **CONSULTANT** 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 **CONSULTANT** who will promptly provide the requested information.

8. **Independent Contractor.**

- a. All services delivered by **CONSULTANT** under this Agreement shall be provided under the coordination with SCGA. It is understood and agreed that **CONSULTANT** is an independent contractor and that no relationship of employer-employee exists between SCGA and **CONSULTANT** hereto.
- b. It is further understood and agreed by the parties hereto that **CONSULTANT** in the performance of its obligations hereunder is subject to the control or direction of SCGA through the Board and Board Chair 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 **CONSULTANT** shall be construed as making SCGA responsible for the manner in which **CONSULTANT**



performs services or for any acts, errors or omissions of **CONSULTANT**. Such approvals are intended only to give SCGA the right to satisfy itself with the cost and status of work performed by **CONSULTANT**.

- c. If, in the performance of this Agreement, any third persons are employed by **CONSULTANT**, such persons shall be entirely and exclusively under the direction, supervision and control of **CONSULTANT**. 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 **CONSULTANT**, and SCGA shall have no right or authority over such person or the terms of such employment.

9. **Insurance.** **CONSULTANT** 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 "B." It is understood and agreed that SCGA shall not pay any sum to **CONSULTANT** 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. **CONSULTANT**'s failure to comply with state and federal child, family and spousal support reporting requirements regarding **CONSULTANT**'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. **CONSULTANT**'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 **CONSULTANT** shall not subcontract any work hereunder, without the prior written approval of the Board Chair of SCGA.

12. **Audit of CONSULTANT Records.**

- a. **CONSULTANT** 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 **CONSULTANT** may, in their discretion, maintain all or part of the client file in electronic format, using secure cloud storage services.
  - b. **CONSULTANT** shall reimburse SCGA for any overpayment determined to have been made as a result of an audit of **CONSULTANT**'s records not later than ten days following the date of service of written notice to **CONSULTANT** of the amount of the overpayment.
13. **Termination.** This Agreement and the professional relationship between **CONSULTANT** and SCGA may be terminated in whole or in part by SCGA at any time upon written notice to **CONSULTANT**. Upon termination of this Agreement, SCGA will pay **CONSULTANT** the fees, costs and expenses due under Sections 5 and 6, as of the effective date of termination, in no case exceeding the limitation set forth in paragraph 4. In the event of such termination, **CONSULTANT** 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 **CONSULTANT** 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.** **CONSULTANT** shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances.
16. **Licenses and Permits.** **CONSULTANT** 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.** **CONSULTANT** 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 **CONSULTANT** for any political activity or political contribution.
19. **Nondiscrimination in Employment, Services, Benefits and Facilities.**
  - a. **CONSULTANT** agrees and assures SCGA that **CONSULTANT** 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. **CONSULTANT** 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. **CONSULTANT** 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. **CONSULTANT** agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable anti-discrimination laws and this provision.
  - d. **CONSULTANT** 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, **CONSULTANT** 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 **CONSULTANT** or **CONSULTANT**'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.** **CONSULTANT** shall make fiscal, program evaluation, progress, and such other reports as may be reasonably required by SCGA concerning **CONSULTANT**'s activities as they affect the contract duties and purposes herein.
24. **Prior Agreements.** This Agreement constitutes the entire contract between SCGA and **CONSULTANT** regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between SCGA and/or the County of Sacramento and **CONSULTANT** 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 Exhibits A, B and C attached hereto constitute the entire Agreement between SCGA and **CONSULTANT** concerning the subject matter hereof.

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

**RATES OF COMPENSATION**

**EXHIBIT B to Agreement between the  
SACRAMENTO CENTRAL GROUNDWATER AUTHORITY, hereinafter referred to as "SCGA,"  
and CONSULTANT**

**SCGA INSURANCE REQUIREMENTS**

Without limiting CONSULTANT's indemnification, CONSULTANT 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 CONSULTANT, 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 CONSULTANT 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**

CONSULTANT 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 CONSULTANT 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 CONSULTANT'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**

CONSULTANT 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: \$1,000,000  
Products Comp/Op Aggregate: \$1,000,000  
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 (if applicable): \$1,000,000 per accident for bodily injury or disease.
5. Professional Liability or Errors and Omissions Liability: \$1,000,000 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 CONSULTANT.
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, CONSULTANT 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: CONSULTANT 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 CONSULTANT; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT; or automobiles owned, leased, hired or borrowed by CONSULTANT. 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 CONSULTANT'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 CONSULTANT's insurance and shall not contribute with it.

3. SEVERABILITY OF INTEREST: CONSULTANT'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: CONSULTANT 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 CONSULTANT or if any lawsuit is instituted against CONSULTANT, that arise out of or are in any way connected with CONSULTANT's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect SCGA, CONSULTANT 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

**EXHIBIT C to Agreement between the  
SACRAMENTO CENTRAL GROUNDWATER AUTHORITY, hereinafter referred to as "SCGA,"  
and CONSULTANT**

**SCOPE OF WORK**

**To be developed and negotiated with selected consultant**