



## REQUEST FOR PROPOSAL

### Communications and Public Relations Services

---

Responders to this Request for Proposals (RFP) must deliver one signed original, two (2) copies, and one electronic copy of the proposal.

**Proposal Submission Deadline (date/time): March 2, 2022 at 12:00pm**

**Submit Proposal to:**

**South San Joaquin Irrigation District  
11011 E. Highway 120 (Physical)  
Manteca, CA 95336**

**PO Box 747  
Ripon, CA 95366-0747**

#### REGISTERING YOUR EMAIL ADDRESS

#### FOR QUESTIONS CONCERNING THIS REQUEST FOR PROPOSAL:

Potential respondents who want to receive changes, additions, and deletions to the RFP, as well as a copy of all the questions and responses by the South San Joaquin Irrigation District, should follow the link on the SSJID website at [www.ssjid.com/rfp](http://www.ssjid.com/rfp).

## TABLE OF CONTENTS

<u>SECTION</u>	<u>Page</u>
<b>1. INTRODUCTION</b>	3
1.1 Background	3
1.2 General Description of RFP	4
1.3 RFP Schedule	5
1.4 General Selection Process	6
<b>2. SCOPE OF SERVICES</b>	6
<b>3. RFP SUBMITTAL REQUIREMENTS</b>	8
<b>4. SELECTION PROCESS AND EVALUATION CATEGORIES</b>	11
4.1 Selection Criteria	11
<b>5. GENERAL TERMS AND CONDITIONS</b>	11
5.1 Limitation	11
5.2 Public Records	11
5.3 Contract Agreement	11
<b>6. QUESTIONS</b>	12

### APPENDICES

- A. Criteria for Selection
- B. Sample Professional Services Agreement

# **REQUEST FOR PROPOSAL**

## **Communications and Public Relations Services**

### **SECTION 1 — INTRODUCTION**

South San Joaquin Irrigation District (SSJID) is soliciting proposals from Consultants to provide professional communications and public relations services for an innovative and leading irrigation district located in the Central Valley. In general, the work will consist of increasing community awareness and favorability through the development and implementation of an overall communications strategy and annual public relations plan.

SSJID will use a “Qualifications Based Selection” process in determining which Consultant to be selected for the contract. The process will include an evaluation and ranking of Consultants based on set evaluation criteria which can be found in Appendix A. Top ranking Consultants may be asked to participate in an oral interview.

SSJID reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected.

Proposals submitted will be evaluated by individuals from SSJID and/or outside agencies. During the evaluation process, SSJID reserves the right, where it may serve SSJID’s best interest, to request additional information from proposers, or to allow corrections of errors or omissions.

Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between SSJID and the firm selected. SSJID reserves the right, without prejudice, to reject any or all proposals.

#### **1.1 Background**

SSJID was established in 1909 to provide a reliable and economical source of irrigation water for the agricultural areas in and around Escalon, Manteca and Ripon. As part of its formation, the District has pre-1914 water rights that provide the region with added water security.

The formation of the District did more than bring needed water to convert 70,000 acres into productive farmland. It literally gave life to these communities. More than a century later, SSJID’s vision for investment in the future of its community has paid off with abundant water and energy resources for those who call southern San Joaquin County home.

In 1927, SSJID and OID, along with Pacific Gas and Electric (PG&E) and the San Francisco Electric Co., reached an agreement to construct Melones Reservoir, which held 110,000 acre feet of water and could irrigate 144,000 acres. Years later, the federal government took over the reservoir and greatly increased its capacity. The reservoir is now known as New Melones, and SSJID and OID have rights to the first 600,000 acre feet of water that flows into the reservoir each year.

Partnering with the Oakdale Irrigation District, SSJID completed construction of the Tri-Dam Project in 1955. The Tri-Dam Project is a system of reservoirs, dams and powerhouses that would increase storage capacity and the reliability of water supply in drier years and provide additional financial stability for the two agencies. Financed without state or federal aid, Tri-Dam hydroelectric plants have a capacity of nearly 135 megawatts, and along with generation sold from additional SSJID hydropower facilities, brings SSJID \$4-17 million in annual income.

Since its inception, SSJID continually looks for ways to better serve local communities. This has led to expanded services, including providing wholesale domestic water service to southern San Joaquin County, installing a productive solar farm, and completing a pressurized Irrigation Enhancement Project. SSJID also seeks to provide retail electric service to Escalon, Manteca, and Ripon, by purchasing assets from the current investor-owned retail electric provider and becoming a local, publicly-owned utility. SSJID maintains a dedicated campaign entitled “Powered By Purpose” (PBP). Information on the current activities of the PBP efforts by SSJID can be found at the PBP website below along with a comprehensive timeline of events.

SSJID website and social media links are listed below:

SSJID Main:

Website: [www.ssjid.com](http://www.ssjid.com)

Facebook Account: @SSJIDofficial

LinkedIn Account: <https://www.linkedin.com/company/ssjid>

SSJID Retail Electric Project (PBP) Links:

Website: [www.PoweredbySSJID.com](http://www.PoweredbySSJID.com)

Facebook Account: @poweredbyssjid

SSJID’s project manager for this RFP will be the Public and Government Relations Manager.

For calendar year 2022, SSJID anticipates allocating public relations time and resources such that 30% are dedicated to its retail electric efforts, and 70% for all other SSJID activities.

## **1.2 General Description of RFP**

This RFP describes the general Scope of Services, necessary RFP components, consultant selection process, and required format of the RFP, as well as a sample copy of SSJID’s Professional Services Agreement.

## **1.3 RFP Schedule**

Advertisement of RFP	January 28, 2022
Deadline for Questions	February 11, 2022
Response to Questions	February 18, 2022
<b>Deadline for RFP Submittal</b>	<b>12:00 PM, March 2, 2022</b>
<i>Optional Interviews</i> (at discretion of SSJID)	Week of March 14th
Recommendation/Staff Report to the Board for Contract Award	March 21, 2022
Approval by the Board/Contract Award	March 22, 2022

## 1.4 General Selection Process

SSJID intends to select a Consultant based on demonstrated competence and qualifications for the types of services to be performed at a fair and reasonable price to the public. SSJID will review all proposals and evaluate them according to the following written criteria:

- Qualifications of Team
- Project Understanding and Innovation
- Work Plan / Scope of Work
- Project Schedule
- Similar Experience / References

Consultant may be selected based on information included in the proposal and presented in a potential interview prior to selection. In the event of an interview, the following criteria will be used in addition to the written criteria:

- Demonstrated Knowledge of Required Work
- Demonstrated Course of Action to Meet Goals
- Demonstrated Capabilities of Firm/Subconsultant Project Team

SSJID reserves the right to award partial awards to multiple consultants that may have desirable competencies in specific services areas. For example, consultants may solely apply for a specific scope of services, e.g. social media.

Consultants should demonstrate understanding of the target communities and populations, and or similar regions in which SSJID has interests, and should demonstrate competency on the needs and operations of government and special districts.

## SECTION 2 — SCOPE OF SERVICES

The Consultant shall provide a comprehensive proposal for communications and Public Relations services and have the capability to implement the communications strategy and annual Public Relations plan. In addition to Task 1, SSJID is seeking a firm that can manage ongoing efforts in Tasks 2-8 until which time an updated communications strategy and public relations plan has been adopted, and where strategies from this plan will drive the future direction of these tasks.

A typical scope is anticipated to include the following tasks:

### Task 1: Communications Strategy and Public Relations Plan

Develop an overall communication strategy and annual Public Relations plan, in conjunction with SSJID staff. SSJID's objectives for communications and Public Relations are to share information about SSJID including its mission, the value of a locally-controlled public agency providing irrigation water to farms and drinking water to cities, and the potential to provide electricity to customers; inform customers regarding SSJID activities; and communicate with customers about SSJID improvement projects. SSJID also engages with local community schools through presentations and tours and has a campaign for canal safety around district irrigation canals and water bodies that features "Splasher" the frog.

SSJID often needs to communicate policy priorities to the legislature that may affect operations of the district/region. External policy communications to legislative audiences should be contemplated and proposed in a communications strategy. Examples may include developing one-page documents to orient decision makers to a specific policy priority for SSJID or assisting in the development of an email campaign to influence decision makers and engage the general public for a favorable outcome.

SSJID can communicate with its customers through utility bills, phone calls, text messages, email and direct mail. SSJID has employed several types of communication, including its SSJID and PBP websites, Facebook pages, LinkedIn, email notices, community advertising through billboards, sponsorship of community activities, and earned media. The Communications Strategy and Annual Public Relations Plan will contemplate the value of past and current efforts and will address integrating other methods of communication into future strategies. The consultant shall provide monthly schedule updates in conjunction with submittals of invoices.

#### Deliverables:

- Communications Strategy due within 60 days of signing a contract for services with the district.
- Annual Public Relations Plan
- Monthly Schedule updates with Invoices

### Task 2: Social Media

Develop social media plan for Board adoption and develop a recommended social media strategy for SSJID and its PBP campaign. SSJID's social media presence currently consists of two (2) Facebook pages, one for Irrigation and another for PBP, and a general LinkedIn page. The SSJID Facebook and LinkedIn pages are used to share information regarding upcoming meetings, SSJID history, community engagement, employment opportunities, workplace culture, and systems information (ex. Irrigation season start and end dates). The PBP is currently used to provide updates on the status of SSJID's efforts, and to keep the PBP effort visible in the community. SSJID would like to see strategies that take into consideration past and future social media uses and evaluate incorporating legislative and regulatory issues.

The plan and strategy shall consider SSJID's current staffing and funds resources for social media activity.

#### Deliverables:

- Social media plan for Board adoption
- Recommendations on a social media strategy for Powered By Purpose campaign, and general SSJID portfolio
- Implementation and maintenance of social media strategies

### Task 3: Newsletters/Infographics/Reports

Prepare customer newsletters and/or infographics to be mailed to customers for spring and fall newsletters for irrigation customers. Consultant shall work with SSJID staff to develop concepts and content, including evaluating growth for newsletter messaging to its drinking water customers. Develop an annual infographic, documenting SSJID outcomes on operational and fiscally related items. In 2022, SSJID also anticipates updating its 2017 strategic plan that defines our mission, vision, values and specific goals for the organization.

SSJID is currently publishing spring and fall newsletters. Visit:

<https://www.ssjid.com/news/irrigation-newsletters/> for copies of the newsletters.

Deliverables:

- At minimum, two printed newsletters per year (spring/fall), with infographics consistent with recommendations
- Evaluate and make recommendations on messaging to drinking water customers
- Annual Infographic on operational and fiscal outcomes
- Graphic Design/production of the SSJID Strategic Plan Update

### Task 4: Press Releases

Develop recommendations on press release frequency. Prepare press releases that are consistent with the recommendations and goals of SSJID for its irrigation and drinking water services and PBP Campaign. Consultant shall work with SSJID staff to develop concepts and content, and a plan for timely issuance of releases. Consultant shall also work with SSJID to identify and provide contacts for key recipients for the most beneficial results of its press releases. SSJID currently issues electronic press releases as needed for important upcoming meetings and announcements. The Public and Government Relations Manager has the primary responsibility for preparing and issuing press releases, with approval by the General Manager who serves as the primary point of contact on press releases with technical expertise.

Deliverables:

- Evaluate and make recommendations regarding press release frequency
- One year of electronic press releases consistent with recommendations for both PBP and SSJID (a minimum of six (6) total per year)
- Identify and provide SSJID with key contacts/recipients list for SSJID and PBP press releases

### Task 5: Email Campaign

Develop recommendations on email campaign strategy. Prepare emails to customers to further SSJID objectives for community and customer outreach. Consultant shall work with SSJID staff to develop concepts and content. SSJID has separate email distribution lists between the SSJID and PBP initiatives, and further refinement and strategy are necessary to leverage and grow these lists. SSJID uses Constant Contact to send emails for PBP updates. Consultant should

evaluate the ability to engage supporters to communicate and act on legislative issues.

Deliverables:

- Recommendations on email campaigns for PBP and SSJID
- One year of emails consistent with email campaign

#### Task 6: Strategic Plan Update Graphics/design

SSJID anticipates updating its five-year strategic plan in 2022. The former plan can be found at: <https://www.ssjid.com/wp-content/uploads/2020/04/flipbook.pdf>.

Deliverable:

- Graphic-designed Strategic Plan

#### Task 7: Websites

Evaluate and recommend improvements to current websites. SSJID owns and manages two websites: <https://www.ssjid.com/> and <https://poweredbyssjid.com/>. SSJID seeks evaluation of current website designs and functionality, and recommendations for improvements. Recommendations for improvements will be evaluated and considered at the discretion of SSJID for the 2022 year.

Deliverables:

- Recommendations for improvements to current SSJID owned and maintained websites
- Ongoing maintenance of SSJID and PBP websites

#### Task 8: Advertising

Evaluate and recommend improvements to current advertising efforts. SSJID has a diverse advertising effort that includes billboards, newspaper and chamber/community publications, and sponsorships. SSJID requires Consultants to manage the advertising portfolio, including graphic design and bookings for the most effective and cost-effective efforts and in alignment to SSJID's communications and public relations strategy.

Deliverables:

- Recommendations on future advertising strategies
- Ongoing maintenance of SSJID's advertising portfolio

### **SECTION 3 — RFP SUBMITTAL REQUIREMENTS**

SSJID requires the proposer to submit a concise proposal package clearly addressing all the requirements outlined in this RFP. The proposal must be signed by proposer's representative authorized to execute a contract between SSJID and proposer. The proposal must include, at a minimum, the following sections; however, the proposer is encouraged to expand on the scope as needed:

#### **A. Cover Letter**

- List the name, address, and telephone number of the firm.



- Signed by an authorized representative of the consultant. The Consultant shall furnish documentation that the person signing the proposal is empowered with signatory authority for the Consultant. The form could be a Corporate Resolution.
- State the proposal is firm for a 90-day period from the proposal submission deadline.
- Provide the name, title, address and telephone number of the individual to whom correspondence and other contacts should be directed during the Consultant selection process.
- Provide the location of the Consultant's headquarters. In addition, provide the location of any local support offices, which will provide service to SSJID.
- Acknowledge that the Consultant will provide the insurance and indemnification required per the attached Professional service agreement.

**B. Project Team Information**

Consultant must provide the names and positions of all staff proposed including staff for proposed sub-consultants. The proposal should also designate who will be the project manager in charge of the project, and who will be SSJID's contact throughout the project. It is allowable for a single individual to fulfill multiple roles by the Consultant's staff.

**C. Project Understanding and Innovation**

Include visions or concepts for performing the services.

**D. Work Plan / Scope of Work**

Include a work plan/scope of work meeting the minimum requirements of the projects listed in the Scope of Services. Consultant is encouraged to modify or expand the minimum Scope of Services if they believe it is necessary to achieve the goals. Consultants is encouraged to consider that SSJID as a public agency has limited staff and funding available for Public Relations activities and is looking for a cost-effective approach to reach as many customers as possible.

**E. Sub-consultant & Work by Others**

Identify any and all sub-consultant proposed to serve on the project, with background information for each and particular experience of key personnel, including project descriptions and resumes.

This section should describe all work not included in the proposal. Any work that is needed to complete the project that is not listed in the "Work Done by Others" will be considered part of the work provided by the Consultant and included in the proposal. Please include a list of tasks which the Consultant expects SSJID staff to perform, information the Consultant expects SSJID to provide, and an estimated amount of SSJID staff time required for each task of the scope of work.

**F. Relevant Experience and References**

The Consultant must state the qualifications and experience of the proposed team, emphasizing the specific qualifications and experience demonstrated while providing services similar to those being sought by SSJID, particularly for the Project Manager and other key project staff members assigned to the project. Except under circumstances

beyond the Consultant's control, SSJID will not accept substitutions of key members of the team put forth as part of the winning proposal.

For all staff members, describe their role giving not only their title but also the specific services they will perform and illustrate clearly the applicability of the individual's background, education, and experience to his or her assigned role.

Provide a brief description of at least three similar projects for which the Consultant has provided services during the past five years. For all referenced projects list the:

- Client (contact person, address and phone number)
- Project description and location
- Description of services by Consultant
- Total value of services provided by Consultant
- Consultant's project manager
- Key personnel involved
- Sub consultant employed

### **G. Fee Proposal**

Include a fee proposal listing the total cost and the cost associated with each task. This section shall include a matrix showing the estimate of time (in hours) to perform the work, detailed by tasks, listed in the Scope of Work. Please also include time for sub-consultants and work by others for work performed, detailed by tasks, listed in the Scope of Work. The Fee proposal must include an hourly rates schedule and should be on a time and materials, not to exceed basis. The rates quoted will remain in effect for the duration of the Agreement, unless changes are approved by SSJID. Rates shall be included for all employment categories necessary to perform the work outlined in this RFP in accordance with applicable State of California Industrial Labor Rate Standards. Total rates shall also be categorized separately indicating 70% of fees/percent of time spent on SSJID scope of work, and 30% of fees/time spent on SSJID's PBP portfolios respectively.

One signed original, two (2) copies, and one electronic copy of the proposal package must be received and date stamped by SSJID no later than **Wednesday, March 2, 2022 at 12:00 PM**. If a proposal is sent by mail or other delivery system, the sender is fully responsible for the mail or delivery system delivering the proposal to SSJID on or before the deadline.

Proposals shall be clearly marked "Request for Proposals for Communication and Public Relations Services," and submitted to:

#### **South San Joaquin Irrigation District**

Attn: Katie Patterson, Public and Government Relations Manager

Mailing Address  
PO Box 747  
Ripon, CA 95366-0747

Physical Address  
11011 E. Highway 120  
Manteca, CA 95336

**Note:** Late submittals or submittals delivered to the wrong location will be rejected.

## **SECTION 4 — SELECTION PROCESS AND EVALUATION CATEGORIES**

Proposals submitted will be evaluated by individuals from SSJID and/or outside agencies. During the evaluation process, SSJID reserves the right, where it may serve SSJID's best interest, to request additional information from proposers, or to allow corrections of errors or omissions.

### **4.1 Selection/Evaluation Criteria (Appendix A)**

SSJID intends to select a Consultant based on demonstrated competence and qualifications for the types of services to be performed at a fair and reasonable price to the public. SSJID will review all proposals and evaluate them according to the following criteria:

- Qualifications of Team
- Project Understanding and Innovation
- Work Plan / Scope of Work
- Project Schedule
- Similar Experience / References

Consultant may be either selected based on information included in the proposal or the Consultant may be requested to interview prior to final selection.

In the event of an interview, the following criteria will be used in addition to the written criteria:

- Demonstrated Knowledge of Required Work
- Demonstrated Course of Action to Meet Goals
- Demonstrated Capabilities of Firm/Subconsultant Project Team

## **SECTION 5 — GENERAL TERMS AND CONDITIONS**

### **5.1 Limitation**

This RFP does not commit SSJID to award a contract, to pay any cost incurred in the preparation of the Consultant's RFP response, or to procure or contract for services or supplies. SSJID is not responsible for proposals that are delinquent, lost, mismarked, and sent to an address other than that given above, or sent by mail or courier service. SSJID reserves the right to accept or reject any or all RFP responses received because of this request or to cancel all or part of this RFP.

### **5.2 Public Records**

All proposals shall become the property of SSJID and will become public records and, as such, may be subject to public review.

### **5.3 Contract Agreement**

SSJID intends to award an agreement with an initial term of one year, subject to annual renewals for a maximum 3-year term. The agreement amount for the second and third years will be

developed during each fiscal year budget process. Once a proposed contract agreement is accepted, the Consultant will be required to sign the Agreement for Consultant Services and submit all other required certifications and documentation within ten (10) calendar days of the Notice of Selection from SSJID.

The contents of the submitted proposal will be relied upon and incorporated into the awarded contract and shall become a contractual obligation. Failure of the Consultant to agree to include the proposal as part of the contractual agreement will result in the cancellation of the award. SSJID reserves the right to reject those parts that do not meet with the approval of SSJID, or to modify the Scope of Services, as agreed by Consultant, in the final negotiated contract.

A sample agreement that will be used for this contract is included as Appendix B. SSJID will require the selected Consultant to provide the indemnification and insurance required per the attached sample agreement. Consultant is advised to pay close attention to the indemnification and insurance requirements.

## **SECTION 6 — QUESTIONS**

If you have any questions regarding this RFP, prior to March 2, 2022, please email:

Katie Patterson, Public and Government Relations Manager  
[kpatterson@ssjid.com](mailto:kpatterson@ssjid.com)

## Appendix A

### SELECTION CRITERIA/EVALUATION FOR RFP

Appendix A

QUALIFICATIONS EVALUATION WORKSHEET PR/COMMS RFP								
<b>Written Proposal</b>			<b>Proposal 1</b>		<b>Proposal 2</b>		<b>Proposal 3</b>	
Criteria	Weight	Score (0-10)	Weighted Score	Score (0-10)	Weighted Score	Score (0-10)	Weighted Score	
A. Qualifications of Team	2.00		0		0		0	
B. Project Understanding and Innovation	2.00		0		0		0	
C. Work Plan / Scope of Work	1.25		0		0		0	
D. Project Schedule	1.00		0		0		0	
E. Experience / References	1.25		0		0		0	
<b>Total Written Score (75 points max.)</b>			<b>0</b>		<b>0</b>		<b>0</b>	
<b>Oral Presentation (optional)</b>			<b>Proposal 1</b>		<b>Proposal 2</b>		<b>Proposal 3</b>	
Criteria	Weight	Score (0-10)	Weighted Score	Score (0-10)	Weighted Score	Score (0-10)	Weighted Score	
A. Demonstrated knowledge of required work	1.00		0		0		0	
B. Demonstrated course of action to meet goals	0.75		0		0		0	
C. Demonstrated capabilities of firm/subconsultant project team	0.75		0		0		0	
<b>Subtotal Interview Score (25 points max.)</b>			<b>0</b>		<b>0</b>		<b>0</b>	
<b>Total Score (Written + Interview) (100 points max.)</b>		<b>10.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	

Evaluator: \_\_\_\_\_

Date: \_\_\_\_\_

**Appendix B**

**SAMPLE PROFESSIONAL SERVICES AGREEMENT**

## PROFESSIONAL SERVICES AGREEMENT

**THIS PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is effective as of \_\_\_\_\_, 2022 (the “Effective Date”) by and between the **South San Joaquin Irrigation District**, an irrigation district governed by the provisions of Division 11 of the California Water Code (collectively, “Client”); and \_\_\_\_\_, (“Consultant”).

In consideration of the promises herein and for other good and valuable consideration, the parties hereto agree as follows:

1. **Services:** Client and Consultant agree Consultant will perform the following general services: Communications and Public Relations services

Services to be provided by Consultant and other work to be performed by Consultant (“Work”) are specifically described in the Scope of Work attached hereto as **Exhibit A**, which is incorporated herein by this reference.

Consultant’s key personnel assigned to, and who shall be primarily responsible for carrying out the Work, are as follows:

Name	Labor Classification	Project Role

Consultant may replace, substitute, reassign, or remove key personnel from the Work by written approval of Client. However, where key personnel are unable to perform the Work due to absence, leave, or termination of employment, Client approval shall not be required but Consultant shall notify Client of the change.

2. **Term of Agreement.** This Agreement shall be effective immediately and shall remain in effect unless amended pursuant to Section 18 or terminated pursuant to Section 19 herein.
3. **Schedule for Performance.** Consultant shall perform the Work as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work.
4. **Compensation and Price Ceiling.** The compensation to be paid by Client to Consultant for the Work shall be on a time and materials basis in accordance with the Rate and Fee Schedule attached hereto as **Exhibit B**. The Rate and Fee Schedule shall be effective for the duration of performance of the Work, unless otherwise negotiated by the parties, approved by Client’s Board of Directors, and consented to in writing by Client as an amendment to this Agreement.
5. **Invoicing and Payment.** Consultant shall submit periodic invoices, not more frequently than monthly, for the services rendered during the preceding period. All invoices are to be sent to the Client’s Accounts Payable department with the project name listed on the invoice, and must indicate the hours actually worked by each classification as well as all

other directly-related costs. Client shall approve or disapprove said invoice within ten (10) days following receipt thereof, and shall pay, within thirty (30) days' approval, all approved invoices. Client reserves the right to withhold payment of disputed specific items and shall give notice to the Consultant, pursuant to Section 7 herein, of all such disputed specific items within ten (10) days following receipt of billing or invoices. The parties shall exercise good faith and diligence in the resolution of any disputed invoiced amounts.

**6. Notices.** Any notices or other communications to be given to any party pursuant to this Agreement shall be given by delivering same in writing to the parties at the addresses set forth below:

**“CLIENT”**

South San Joaquin Irrigation District  
P.O. Box 747  
Ripon, California 95366-0747  
Attn: Peter M. Rietkerk, General Manager  
Telephone: (209) 249-4600  
Facsimile: (209) 249-4688

**“CONSULTANT”**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

Notice shall be deemed given when deposited into the United States mail, postage prepaid, addressed to the parties at the addresses above. Nothing shall preclude the giving of personal notice or notice by e-mail or facsimile machine provided, however, that notice by e-mail or facsimile machine shall be followed by notice deposited into the United States mail as set forth above.

**7. Independent Contractor:** It is understood and agreed that Consultant is an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship:

- a. Consultant, in the performance of its obligations under this Agreement, is subject to the control or direction of Client as to the designation of tasks to be performed, and the work to be accomplished but not the means, methods or sequence used by Consultant for accomplishing the work. Client shall have the right to guide the Consultant's work efforts, but not direct the results nor the manner or the means by which the work is performed.
- b. 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.
- c. Consultant and Consultant's employees are not authorized to act as agent for, or make any representation, contract, or commitment on behalf of Client.
- d. Consultant shall not be entitled to any benefits payable to employees of Client.
- e. Client will not make any deductions or withholdings from the compensation payable to Consultant under this Agreement, and will not withhold or make payments for social security; make unemployment insurance or disability insurance contributions; or obtain worker's compensation insurance on Consultant's behalf.
- f. Consultant will be solely responsible for all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to



Consultant's performance of services and receipt of fees under this Agreement. Consultant agrees to accept exclusive liability for complying with all applicable state and federal laws governing self-employed individuals, including obligations such as payment of taxes, social security, disability and other contributions based on fees paid to Consultant, its agents or employees under this Agreement. Consultant hereby agrees to indemnify and defend Client against any and all such taxes or contributions, including penalties and interest.

- g. Consultant hereby indemnifies and holds Client harmless from any and all claims that may be made against Client based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

**8. Authority of Consultant.** It is understood that Consultant is to provide information, research, advice, recommendations and consulting services to Client. Consultant shall not possess any authority with respect to any decision of Client. Client is responsible for, and shall make all policy decisions related to, the Work performed by Consultant.

**9. Potential Conflicts of Interest.**

- a. Consultant shall disclose its involvement in any projects which may be directly affected by actions taken by Client based on the services provided hereunder. Consultant shall not write a proprietary specification for material, equipment, or service from companies in which it holds a beneficial interest.
- b. Consultant certifies that it has disclosed to Client any actual, apparent or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement. Consultant hereby agrees to advise Client in writing of any actual, apparent, or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement and shall give such notice pursuant to Section 7 herein, within ten (10) days of Consultant's knowledge of such conflict. District reserves the right to require Consultant to submit a financial disclosure statement.
- c. Consultant agrees to refrain from other engagements that may present an actual, apparent or potential conflict of interest with respect to the work covered by this Agreement. Consultant may request a waiver of these requirements from District. The request for a waiver must be in writing and shall contain a disclosure and description of the actual, apparent or potential conflict of interest and Consultant's reasons and justification for requesting such a waiver. The request shall be submitted to District pursuant to Section 7 of this Agreement.

**10. Ownership of Work Product.** All copy, writings, drawings, images, logos, artwork, design or other work product of Consultant prepared pursuant to this Agreement constitute "Work Product."

- a. All Work Product shall be delivered and assigned to Client upon completion of the services authorized hereunder, and shall become the property of Client, and Client shall be the copyright holder thereof. Client shall have the right to make and retain copies and use all Work Product; provided, however, the use shall be limited to the intended use for which the services and Work Products are provided under this Agreement. Client agrees to indemnify and hold Consultant harmless if Work Product is used for other than its original intended purpose.

- b. Consultant retains no independent rights to use the Work Product and agrees not to challenge the validity of Client's rights or ownership in the Work Product. Consultant may retain copies of the Work Product for its files and internal use. Consultant's publication or release of any information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by Client.
- c. If any rights to the Work Product cannot be assigned to Client, (a) Consultant unconditionally and irrevocably waives the enforcement of such rights, including all claims and causes of action of any kind against Client with respect to such rights, and agrees, at Client's request and expense, to consent to and join in any action to enforce such rights, and (b) Consultant unconditionally and irrevocably grants to Client during the term of such rights, an exclusive, irrevocable, perpetual, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, create derivative works of, distribute, publicly perform, and publicly display by all means now known or later developed, such rights.

**11. Indemnification.** Consultant, by execution of this Agreement, specifically agrees to hold harmless, defend and indemnify District, its officers, agents, and employees from and against any and all actions, claims, loss, liability, damage and expense arising out of, pertaining to, or relating to the negligent, reckless, or willful misconduct of Consultant, Consultant's employees or subconsultants engaged by Consultant in connection with the work of Consultant pursuant to the terms of this Agreement, excepting only such injury and harm as may be caused solely and exclusively by Client's sole negligence, willful misconduct or active negligence. In no event shall the cost to defend charged to Consultant exceed Consultant's professional's proportionate percentage of fault. Such indemnity shall extend to claims, demands, or liabilities, of every kind or nature whatsoever including, but not limited to, personal injury, wrongful death, and property damage occurring during and/or after completion of the Work. Notwithstanding the foregoing provisions of this paragraph, if Consultant is a design professional, as defined by Section 2782.8(b)(2) of The Civil Code of the State of California, or its successor, then such design professional shall, to the fullest extent permitted by law, indemnify, and hold Client harmless from and against any and all liabilities, losses or damages, arising out of or encountered in connection with this Agreement or the prosecution of work under it to the extent such, liabilities, losses or damages, are actually caused by the negligence of such design professional or its agents, employees, or subcontractors, or their agents or employees. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Client, its directors, officers, employees, or authorized volunteers.

**12. Insurance.** During the performance of the Services under this Agreement, Consultant and each subconsultant retained by Consultant shall maintain at their own expense the following insurance:

- (1) General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- (2) Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

- (3) Workers' Compensation Insurance in accordance with Section 3700 of the California Labor Code and Employers' Liability Insurance Act, with a limit of \$1,000,000 for each occurrence. Consultant shall provide a certificate of compliance in the form attached as **Exhibit C**.
- (4) Errors and Omissions or other applicable Professional Liability coverage in the minimum amount of \$1,000,000.

Said insurance will be evidenced by certification filed with the Client as otherwise specified by this Agreement. All policies shall name **“the South San Joaquin Irrigation District, and each of their respective directors, officers, employees and volunteers”** as additional insureds on the General Commercial Liability and Automobile Liability policies.

- a. **Commercial General Liability and Automobile Liability Insurance:** Consultant shall provide and maintain commercial general liability and automobile liability insurance as set forth in this Agreement.
  1. **Coverage:** Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:
    - i. Insurance Services Office (“ISO”) Commercial General Liability Coverage (Occurrence Form CG 0001); and
    - ii. ISO Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto).
  2. **Limits:** Consultant shall maintain limits no less than the following limits:
    - i. General liability of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer’s equivalent endorsement provided to Client) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit; and
    - ii. Automobile Liability of One Million Dollars (\$1,000,000) for bodily injury and property damage each accident limit.
  3. **Required Provisions:** The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:
    - i. “The South San Joaquin Irrigation District, and each of their respective directors, officers, employees, and authorized volunteers are to be given insured status (ISO endorsement CG 2010, CG 2033, or insurer’s equivalent for general liability coverage) as respect to liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; and automobiles owned, leased, hired or borrowed by Consultant.” The

coverage shall contain no special limitations on the scope of protection afforded to Client, its directors, officers, employees, or authorized volunteers;

- ii. For any claims related to the Services, Consultant's insurance shall be the primary insurance, and any insurance, self-insurance, or other coverage maintained by Client, shall be non-contributory.
- iii. Any failure by Consultant to comply with reporting or other provisions of the insurance policies including but not limited to a breach of any warranties contained therein shall not affect coverage provided to Client, its directors, officers, employees, or authorized volunteers; and
- iv. Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. **Subrogation:** Consultant shall waive all rights of subrogation against Client.

b. **Workers' Compensation and Employer's Liability Insurance:** Consultant and all sub-contractors shall insure (or be a qualified self-insured) under the applicable laws relating to Worker's Compensation insurance, and shall maintain Worker's Compensation insurance coverage in accordance with California state law.

If Consultant is a Sole Proprietor, a Sole Proprietor Business Affidavit Form must be on file with the Client prior to the start of the Work or providing Services.

c. **Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention must be declared to and approved by Client.

d. **Acceptability of Insurers:** Consultant shall purchase the policies of insurance required under this Agreement from insurers having a current A.M. Best Financial Strength Rating of no less than A, and Financial Size Category of no less than VII or as otherwise approved by Client.

e. **Evidence of Insurance:** Evidence of the insurance coverage required to be maintained by Consultant under this Agreement, as represented by Certificates of Insurance and all required endorsements issued by the insurance carrier, must be furnished to Client prior to Consultant starting the Work. Such Certificates of Insurance/endorsement shall state that Client will be notified in writing thirty (30) days prior to cancellation of insurance. Timely renewal certificates will be provided to Client.

f. **Continuation of Coverage:** If any of the required coverages expire during the term of this Agreement, Consultant shall deliver all applicable renewal certificates to Client at least ten (10) days prior to the expiration date.

**13. Confidentiality.** Consultant shall not, either during or after the term of this Agreement, disclose to any third party, any confidential information relative to the work of Client without the prior written consent of Client.

- 14. Non-Discrimination in Employment.** Consultant shall not discriminate against any employee, applicant for employment or volunteer because of race, color, creed, religion, national origin, sex, age, or physical, mental handicap or any other basis prohibited by applicable law.
- a. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, national origin, age, physical or mental handicap or any other basis prohibited by applicable law. Such action shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; or selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices that Consultant shall provide an atmosphere free of harassment as prohibited by applicable law for employees, clients, and volunteers.
  - b. Consultant shall, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, national origin, ancestry, age, physical or mental handicap or any other basis prohibited by applicable law.
- 15. Financial Records.** Consultant shall retain all financial records, including, but not limited to, documents, reports, books and accounting records which pertain to any work or transaction performed pursuant to this Agreement for four (4) years after the expiration of this Agreement. Either District or any duly authorized representative of Client shall, with reasonable notice, have access to and the right to examine, audit and copy such records.
- 16. Compliance With Laws; Labor Code Provisions.** It is the responsibility of the Consultant and any subconsultant to comply with all federal, state and local laws and regulations applicable to Consultant and any subconsultant, including provisions of DIVISION 2, PART 7 of the California Labor Code, and those provisions governing the payment of prevailing wages, working hours, overtime, the employment of apprentices and record keeping requirements. Copies of the prevailing rate of per diem wages are available at District's principal office and will be made available to any interested party on request. The following sections of the California Labor Code are incorporated into and made a part of this Agreement and will be made available by District upon request: Section 1771 (prevailing wage requirement,) Section 1810 (eight hour workday,) Section 1813 (penalty for failure to pay overtime,) Section 1777.5 (apprenticeship requirements); Section 1776 (recordkeeping requirements) and Section 1771.4 (job site posting).
- 17. Assignment.** Consultant may not assign its rights or obligations hereunder without the prior written consent of Client, which may be granted or withheld in Client's sole discretion.
- 18. Amendments.** Modification or amendments to the terms of this Agreement shall be approved by Client's Board of Directors, and consented to in writing by Client as an amendment to this Agreement, and executed by all parties.
- 19. Termination.** Either party shall have the right to terminate this Agreement at any time by serving upon the other party thirty (30) days' advance written notice of termination. The notice shall be deemed served and effective for all purposes on the date it is deposited in

the United States mail, postage prepaid and addressed to Consultant at the address indicated in Section 7. In the event of such notice of termination:

- a. Consultant shall, as directed by Client or on such other mutually acceptable terms, proceed with the orderly shutdown of project activities, cease rendering further services and proceed with archiving of project materials.
- b. Consultant shall deliver to Client copies of all writings and other Work Product prepared pursuant to this Agreement. The term "writings" shall be construed to mean and include handwriting, typewriting, computer files and records, drawings, blueprints, printing, photostating, photographing, and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
- c. Client shall have full ownership and control of all such writings delivered by Consultant pursuant to this Agreement.
- d. Client shall pay Consultant for work performed until the effective date of termination, subject to the limitations prescribed by Sections 4 and 5 of this Agreement.

**20. No Rule of Strict Construction.** The parties agree that this Agreement and any amendments or exhibits hereto shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction shall be applied against any party. If any provision of this Agreement is determined by a court to be unenforceable, the parties shall deem the provision to be modified to the extent necessary to allow it to be enforced to the extent permitted by law, or if it cannot be modified, the provision will be severed and deleted from this Agreement, and the remainder of the Agreement will continue in effect.

**21. Applicable Law; Venue.** This Agreement shall be governed by, construed, and enforced in accordance with, the laws of the State of California. Any claims or litigation arising under this Agreement shall be brought by the parties in the Superior Court of California, County of San Joaquin.

**22. Survival.** The ownership of work product provisions of Section 10, the indemnity provisions of Section 11, the confidentiality provisions of Section 13 and the records inspection provisions of Section 15 shall survive the expiration or other termination of this Agreement.

**23. Entire Agreement.** This Agreement, together with the exhibits hereto, is the final, complete, and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by Client and Consultant.

**IN WITNESS WHEREOF**, the parties have signed this Agreement as of the dates indicated below; provided, however, that the Agreement shall be deemed effective as of the Effective Date identified above.

**CLIENT**

**CONSULTANT**

South San Joaquin Irrigation District

\_\_\_\_\_

\_\_\_\_\_  
Robert Holmes, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT "A"**  
**SCOPE OF WORK**

SAMPLE



**EXHIBIT "B"**  
**RATE AND FEE SCHEDULE**

SAMPLE

## EXHIBIT "C" WORKERS COMPENSATION CERTIFICATION

Labor Code Section 3700 provides, in pertinent part:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state; or
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either and to pay any compensation that may become due to his or her employees. . ."

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

"CONSULTANT"

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

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

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