



REQUEST FOR PROPOSAL

Strategic Planning 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): May 3, 2023 at 12:00pm

Submit Proposal to:

Mailing Address

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

Physical Address

**11011 E. Highway 120
Manteca, CA 95336**

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.

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REQUEST FOR PROPOSAL

Strategic Planning Services

SECTION 1 — INTRODUCTION

South San Joaquin Irrigation District (SSJID) is soliciting proposals from qualified Consultants to provide strategic planning services for an innovative and leading irrigation district located in the Central Valley. In general, the work will consist of facilitating the development of an updated strategic plan, to guide the District, Board, management, and staff over the next 5 years.

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 Request for Proposals (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 agricultural production in and around Escalon, Manteca, and Ripon. As part of its formation, the District has pre-1914 water rights along the Stanislaus River that provide the region with a reliable source of water for agricultural and municipal purposes.

The formation of the District did more than bring needed water to convert 70,000 acres into productive farmland. It literally gave life to local communities. More than a century later, SSJID continues to deliver water to the local region, and continues to invest in the future for those who call southern San Joaquin County home.

In 1927, SSJID and its sister agency Oakdale Irrigation District (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 hold an operating agreement with the Bureau of Reclamation to deliver water to the Districts.

Partnering with OID again in the 1950's, the District completed construction of the Tri-Dam Project in 1959. 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 hydropower production. Financed without state or federal aid, Tri-Dam's clean, zero-carbon hydroelectric plants have a capacity of nearly 135 megawatts, and provide additional revenue to SSJID through wholesale power sales.

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
Facebook: [@SSJIDofficial](https://www.facebook.com/SSJIDofficial)
LinkedIn: <https://www.linkedin.com/company/ssjid>
Instagram: [@ssjidofficial](https://www.instagram.com/ssjidofficial)

SSJID Retail Electric Project (PBP) Links:

Website: www.PoweredbySSJID.com
Facebook: [@powerredbyssjid](https://www.facebook.com/powerredbyssjid)

SSJID's project manager for this RFP will be the General Manager who, as an agent of the Board of Directors, is responsible for implementing strategic planning goals and priorities District-wide.

1.2 Strategic Planning History

SSJID initiated its first strategic planning effort in 2016 to develop a well-defined mission statement, aspirational vision statement, and organizational values. The plan was also developed to provide alignment, direction, consistency, and clarity for the SSJID's board and employees, and assurances to its constituents that the District's mission to serve the community is continually fulfilled.

Developed through a facilitated process, the SSJID Strategic Plan 2017-2021 formally defined the District's mission, vision, and values as follows:

Mission

“SSJID provides the utmost value for its agricultural, urban and business community by protecting and delivering vital resources with exceptional service.”

Vision

“As a premier organization, South San Joaquin Irrigation District is passionately focused on delivering high quality water and power that are integral to the communities we serve, while leading in innovation and sustaining a deep respect for our history, our employees, and our environment.”

Values

<i>Accountability</i>	<i>Positivity</i>
<i>Excellence</i>	<i>Respect</i>
<i>Health and Safety</i>	<i>Service</i>
<i>Innovation</i>	<i>Teamwork</i>
<i>Integrity</i>	<i>Transparency</i>

The plan also defined the major focus areas for the District, and underlying goals within each focus area that guide the District toward achieving its mission and vision. The plan also included documentation of the planning process, including points of discussion that contributed to the plan goals.

Following adoption of the 2017 strategic plan, District staff implemented numerous projects to carry out the strategic plan objectives. Several examples of these projects include development of processes to improve internal and external communications; updating finance policies; implementing alternative work schedules; and development of a long-range capital and financial plan for SSJID’s irrigation services, now known as SSJID’s Water Master Plan.

The 2017-2021 SSJID Strategic Plan is provided in Attachment A.

With the passage of time, SSJID has experienced turnover in board members and staff, as well as several new opportunities and challenges affecting the District’s service, operations, and priorities. The District is interested in updating the strategic plan to grow consensus and direction on district priorities for the next five years.

1.3 General Description of RFP

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

1.4 RFP Schedule

To be considered eligible for the project, the Consultant representative who will be assigned to the project must be available in person or by phone/video conference to respond to questions within weeks of bid opening.

The project will be awarded, and terms finalized on May 23, 2023, or thereafter. Selection of a consultant under this Request for Proposal does not commit SSJID to procuring any services pursuant to this Request for Proposal. SSJID will negotiate contract terms upon selection.

Advertisement of RFP	March 31, 2023
Deadline for Questions	April 14, 2023
Response to Questions	April 21, 2023
Deadline for RFP Submittal	12:00 PM, May 3, 2023
<i>Optional Interviews</i> (at discretion of SSJID)	Week of May 15th
Recommendation/Staff Report to the Board for Contract Award	May 23, 2023
Approval by the Board/Contract Award	May 23, 2023

1.5 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

A 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

Consultants should further demonstrate competency on the organizational needs of public agencies / special districts and the related utility and operational functions for which they are formed.

SECTION 2 — SCOPE OF SERVICES

The Consultant shall provide a comprehensive proposal for strategic planning services that include at minimum the following scope of services.

A. CORE TASKS

- Conduct a pre-meeting with SSJID General Manager to clarify expectations and desired outcomes.
- Review relevant documents identified by the Board of Directors and the General Manager.
- Attend at least one (1), regularly scheduled meeting of the SSJID Board of Directors to initiate strategic plan development.
- Facilitate any related surveying to assist in identifying priority goals and objectives for the District.
- Organize and facilitate all meetings and provide direction, expert facilitation and advice related to the development of an effective and implementable updated strategic plan.
- Provide a draft Strategic Plan Update to staff for feasibility review.
- Provide for and participate in a Strategic Plan Update Workshop to be held during a Board meeting where public attendance and comment will be strongly encouraged.
- Provide for and participate in the presentation of a final Strategic Plan Update at a Board of Directors meeting no later than September 24, 2023.

B. FINAL REPORT

- Report preparation, including word processing and production of the Report in the required formats, shall be the responsibility of the Consultant.
- The Report shall include a Management Letter that specifies the nature and scope of any separate projects needed to successfully implement the Strategic Plan.
- Charts, photos, or other enhancements typical of a published version should be included only as needed for clarity of the Plan's essential concepts and context. Consultant may include design, graphics and publishing services, depending on the capabilities of the Consultant. Alternatively, design, graphics and publishing needs can be coordinated with District resources.

- The Final Report shall be delivered to the District in the following formats:
 1. One (1) electronic copy in MS Word format;
 2. One (1) electronic copy in PDF format.
- The Board may, at its discretion, accept the Final Report as written or as specifically amended in session.

C. ADDITIONAL REQUIREMENTS

- During the course of engagement, the Consultant will meet with and provide status reports to the General Manager on a regular basis.
- Upon completion of services, and before issuing any report or management letter, the Consultant will schedule an exit conference with the General Manager and other individuals as deemed appropriate. The purpose of the exit conference is to discuss observations, findings, and recommendations, and to discuss matters to be included in the Management Letter.
- The Consultant is also expected to provide informal advice and consultation throughout the contract term on matters relating to strategic plan facilitation and development.

SECTION 3 — RFP SUBMITTAL REQUIREMENTS

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

D. 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 that will provide service to SSJID.
- Acknowledge that the Consultant will provide the insurance and indemnification required per the attached Professional service agreement.

E. 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 for the project.

F. Project Understanding and Innovation

Include visions or concepts for performing the services.

G. Work Plan / Scope of Work

Include a work plan/scope of work meeting the minimum requirements of the Scope of Services. Consultants are encouraged to modify or expand the minimum Scope of Services if they believe it is necessary to achieve the goals. Consultant is encouraged to consider that SSJID, as a public agency, has limited staff and funding available and is looking for a cost-effective approach to updating its strategic plan.

H. Sub-consultant & Work by Others

Identify any and all sub-consultants 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.

I. 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 clearly illustrate 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 (if applicable)

J. Fee Proposal

Include a fee proposal listing the total cost associated with the scope of work defined in the proposal. This section shall include an estimate of time (in hours) to perform the work. Please also include time for sub-consultants and work by others for work performed. 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.

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, May 3, 2023 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 Strategic Planning Services,” and submitted to:

South San Joaquin Irrigation District

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, ranked, and prepared for recommendation to the Board of Directors. During the evaluation process, SSJID reserves the right, where it may serve SSJID’s best interest, to request additional information from Consultants, or to allow corrections of errors or omissions.

4.1 Selection/Evaluation Criteria (Appendix B)

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, mismatched, 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 in accordance with the District's standard terms and conditions. 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 C. 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 April 14, 2023, please email:

Peter Rietkerk, General Manager
prietkerk@ssjid.com

with CC to:

Danielle Barney, Executive Assistant/Clerk of the Board
dbarney@ssjid.com

Appendix A

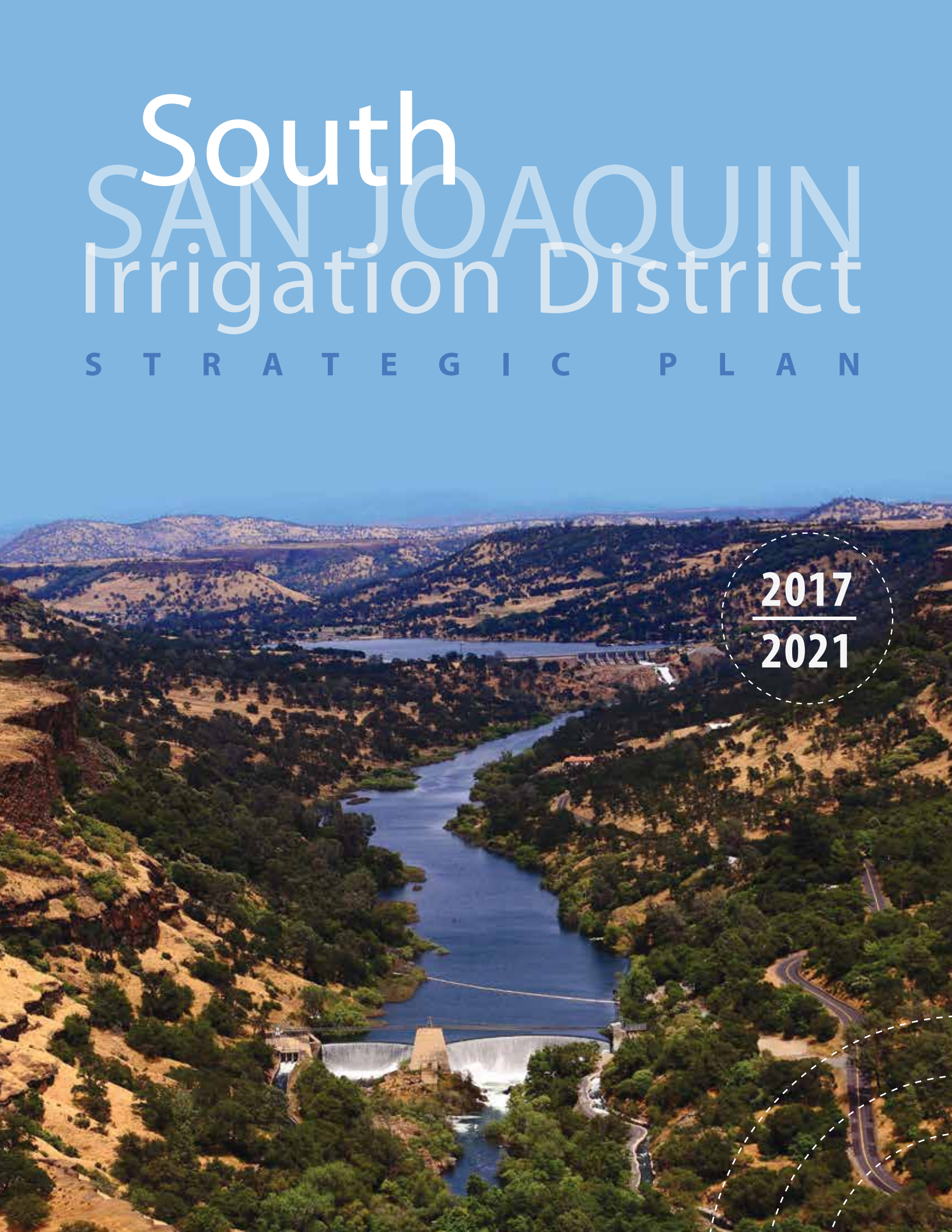
SSJID Strategic Plan 2017-2021

South SAN JOAQUIN Irrigation District

S T R A T E G I C P L A N

2017

2021





SOUTH SAN JOAQUIN IRRIGATION DISTRICT

Location

11011 East Highway 120 | Manteca, CA 95336

Mailing Address:

P.O. Box 747 | Ripon, CA 95366

Phone:

209.249.4600

LETTER FROM THE BOARD

SSJID Landowners, Customers & Constituents:

The Board of Directors of South San Joaquin Irrigation District is pleased to present our Strategic Plan 2017-2021. It has been encouraged and blessed by the board and is intended to ensure that we provide the best possible service to our present and future customers. The board also intends for this effort to provide a safe, structured and positive work environment for our employees. We are excited to implement this plan for the betterment of your District. We hope you will find our plan to be thoughtful, forward-thinking and an investment in the future of our local region.

Dale Kuil, President

Dave Kamper, Vice President

John Holbrook

Robert Holmes

Ralph Roos

“*The Distribution lay out is the very heart of an irrigation system. Service puts the dollars in the farmer’s pocket, and the better the service, the more income he receives from the soil which is his sole capital. Perfect service depends both upon the operating and construction features of the system: in the former the personal equation of the ditch tender is the most important factor and in the latter, good ditches, and good structures.*”

1918, by R.W. Olmsted, Chief Engineer for SSJID



INTRODUCTION

Over 100 years ago, local citizens, farmers, engineers and entrepreneurs of the soon-to-be South San Joaquin Irrigation District (SSJID) secured an opportunity to purchase water rights, transport, store, and deliver water to the greater Manteca, Ripon, and Escalon areas. The first true irrigation season under the charge of SSJID occurred in the spring of 1914 when cultivated land in the District totaled 15,600 acres. By 1918, farmland soared to 51,096 acres, a remarkable 328% increase in a short five-year period. It was the vision, foresight, and strategic planning of these early founders that would bring “liquid-gold” to the dry lands of the valley floor. The formation of SSJID brought prosperity to the region and forever changed the fate of the southern portion of San Joaquin County.

In 1913, the Irrigation District Bond Commission was tasked with approving bonds authorized by South San Joaquin Irrigation District to support ultimate buildout of its diversion and distribution system. This approval process involved a review of the District’s engineering plans and studies that supported the District’s future vision. The result of their analysis of the District’s plans for the future included the following observation:

“ *It is safe to say that in but few, if any, public or private irrigation enterprises of large size has the engineering study and work been so thoroughly done, and the plans formulated upon such complete engineering data as has the project of the South San Joaquin Irrigation District..... it may be assured that the ultimate smooth working of the whole will be demonstration of the wisdom of building upon well-digested plans.* ”

Through thoughtful planning, innovation, and execution, the District was constructed to be a pillar of strength and support for the community in which it serves. The plans of the District’s founders have resulted in the success and growth that the District and our region has experienced for over a century. Many things have changed since 1909, but the purpose and importance of SSJID remains the same. The desire for SSJID to successfully serve its community in the most beneficial way possible is as strong as ever. Although the District is built on a stable foundation, the landscape of water in California is rapidly changing, our historic water rights are continuously threatened, regulations are frequently added, and aging infrastructure is nearing the end of its remaining service life. It has become imminently important for the District to enlist the same type of thorough, forward-thinking planning that our original founders implemented in 1909 and the years that followed.

This document represents SSJID's first Strategic Plan. On August 23, 2016 the District's Board of Directors approved a proposal from staff to develop a plan that identifies the critical issues facing the District now and into the future and actionable solutions to resolve these issues. This Strategic Plan provides specific goals, strategies and objectives that will be carried out over a five-year horizon and are intended to further strengthen the foundation of the District. This plan will be updated and evolve as years pass to continuously meet the ever-changing needs of SSJID and its constituents. However the core purpose of the Strategic Plan – to provide alignment, direction, consistency, and clarity for SSJID's Board and employees, and assurance to its constituents that the District's mission to serve the community is continually fulfilled – should always remain.



SSJID Water Treatment Plant

PLANNING PROCESS

South San Joaquin Irrigation District embarked on an eight-step strategic planning approach that required participation from the Board of Directors, who served as the voice of the community, and 12 members from staff representing all branches of the District. The Board members helped establish high-level objectives, policy direction, and District purpose. They also ensured cohesiveness and alignment between their vision and the work product produced by staff.

The District solicited support from two organizations to direct the strategic planning process. Len Falter, with FTM Leadership Services, assisted the District in revitalizing the District's Mission Statement, Vision Statement, and Values (MVVs). Bill Smart and Phyllis Currie, with Hometown Connections, facilitated the effort to construct the Strategic Plan document by providing guidance and advice.

Over the course of a nine-month period, the Strategic Planning Team met on several occasions to develop this document. The team invested a considerable amount of time and effort to ensure a quality result. It is worth mentioning that all participants displayed a great deal of eagerness, passion, and thoughtfulness throughout the process. This effort was noticed on several occasions and further speaks to the quality and commitment of the District's workforce.



The following is a description of the eight steps implemented to produce the plan:

1. Board Commissioning

On August 23, 2016, the SSJID Board of Directors approved a proposal from staff to develop a Strategic Plan for the District.

2. Mission, Vision, Values

The Mission, Vision, and Values serve as the foundation for the creation of the District's objectives and future strategies. They help establish culture and act as a reminder of the type of organization that the District strives to be. During this effort, Board members, staff, and the community developed consensus on the District's purpose and vision for the future.

3. Identification of Customer Segments and Target Markets

This practice involves dividing a customer base into groups that share similar characteristics and demands. The purpose is to identify common needs, interest, and priorities so that strategies can be created to specifically target these groups. It also ensures that the needs of *all* customers are accounted for in the plan.

4. Strengths, Weaknesses, Opportunities, and Threats (SWOT) Analysis

A SWOT analysis is a method used to identify the internal and external influences that affect an organization. By generating an exhaustive list of items within these categories, a comprehensive set of strategies can be developed that leverage the District's strengths, focus on issues that would improve business operations, and counteract the impending issues that threaten the District's objectives.

5. Identification of Strategic Issues

In this step, the results of the MVV process, customer segments identification, and SWOT analysis are evaluated to extract the most critical issues facing the District that warrant a strategic approach to manage.

6. Development of Areas of Focus and End Statements

In this step, the critical issues are organized into overarching categories. Generally, 4 to 6 groups are established, named, and defined as an "Area of Focus". These focus areas are intended to create organizational structure for future strategic goals and objectives. They act as a mechanism to focus the organization on what it needs to accomplish and to keep it consistent and disciplined in its long-term approach.

7. Goal Development

At this point, specific goals are created for each area of focus to address critical issues opportunities, and threats identified in the SWOT analysis.

8. Action Plan Preparation

A set of action items are then prepared to accomplish each goal. The action items provide a more specific level of detail related to scheduling, budgeting, priority, implementation, and responsible personnel and/or departments. These action items, in conjunction with the goals developed under Step 7, were created with the SMART principle in mind, meaning that goals and action items are Specific, Measurable, Attainable, Relevant, and Time-bound.

MISSION STATEMENT:

“SSJID provides the utmost value for its agricultural, urban and business community by protecting and delivering vital resources with exceptional service.”

VISION STATEMENT:

“As a premier organization, South San Joaquin Irrigation District is passionately focused on delivering high quality water and power that are integral to the communities we serve, while leading in innovation and sustaining a deep respect for our history, our employees, and our environment.”



VALUES

Accountability



When it comes to accountability, we own it.



Excellence



We are constantly in pursuit of excellence.



Health & Safety



We insist on a healthy and safe environment.



Innovation



We include innovation in everything we deliver.



Integrity



We exemplify the highest integrity in structures, ethics, and action.



Positivity



We foster positive and supportive environments.



Respect



We give respect, earn respect, and value respect.



Service



We are servant-minded.



Teamwork



Teamwork will set us apart.



Transparency



We earn trust and promote equity through transparency.



Strengths

1. SSJID has established itself as a reliable resource to the local community with over 100 years of history, experience, and excellent service.
2. The Tri-Dam Project, and the Tri-Dam Authority, are partnerships between SSJID and Oakdale Irrigation District, providing hydroelectric generation and water storage benefits for both Districts through the operation and maintenance of Donnells, Beardsley and Tulloch Reservoirs, and the Sand Bar hydroelectric plant.
3. Hydroelectric generation and the ability to market wholesale power has provided SSJID with a strong financial foundation; allowing the District to provide reliable, low-cost services to the community.
4. Our workforce is comprised of many skilled and professional employees who have helped the District establish an innovative and forward thinking track record, focused on serving the customer.
5. SSJID possesses superior senior water rights that are pre-1914 and adjudicated, leading to a high level of reliability in providing water and power.
6. SSJID participates cooperatively on a local, regional, and state scale to promote the interests of our customers and constituents. SSJID is governed by a locally elected, five-member Board of Directors that is committed to providing utility services that are responsive and focus on the customers' needs.



Opportunities

1. The provision of retail electric service would enhance the District's ability to provide additional benefits to the community through lower rates, local control, responsiveness, and customer-focused service.
2. Recent innovations in technology related to the distribution, measurement, and delivery of water provide an opportunity to rebuild infrastructure in a way that would offer increased value to the customer.
3. SSJID strives to continually promote beneficial use of water through increased domestic water supply, conservation, annexation of additional agricultural lands, and conjunctive use of surface and groundwater supplies.
4. In an effort to improve our watershed, SSJID can continue its pursuit to become experts regarding the environmental issues related to the Stanislaus River through its commitment to study and monitor the cause and effect relationships that influence the system.



Weaknesses

1. The District's irrigation infrastructure is aging, and will require future investment to maintain and enhance service in a way that meets our customers' demands for increased flexibility in irrigation frequency and duration.
2. As SSJID continues to experience staff turnover through retirement and replacement with multigenerational employees, a need has been identified to reshape the District's workforce by focusing on a values-based culture, leadership development, succession planning, and a performance-based recognition system.
3. Many of the District's policies are out-of-date and need to be evaluated, revised, and effectively communicated with employees and customers.



W

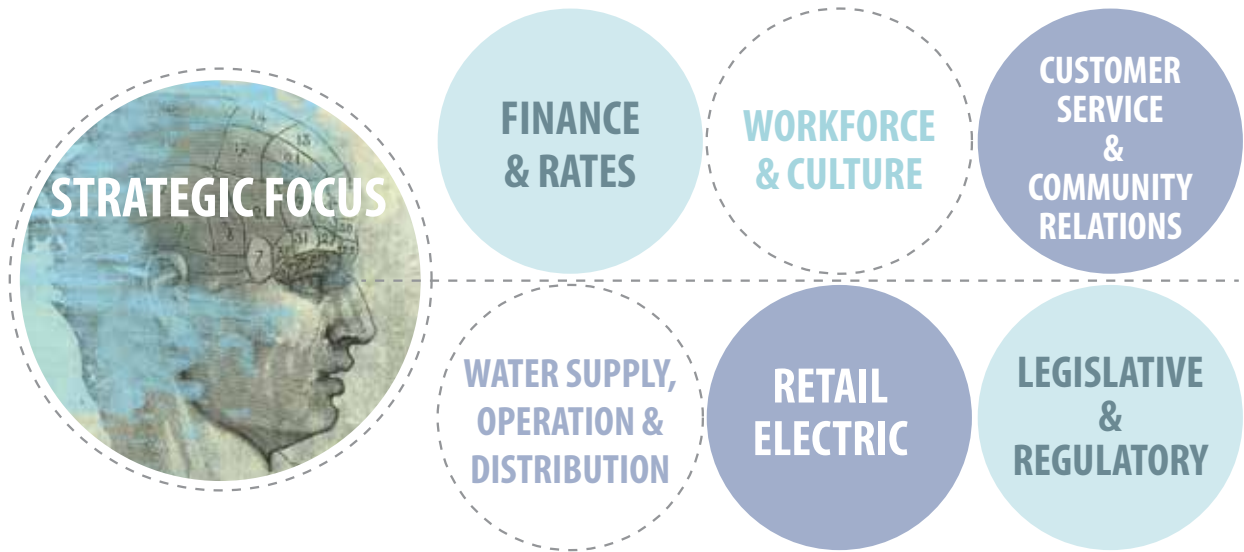
Threats

1. SSJID is susceptible to nature's inconsistencies and the impacts it can have on hydrologic conditions on the Stanislaus River watershed, which affects available water and power generation.
2. The upper reaches of the District's irrigation distribution system are vulnerable to natural disaster that could affect our ability to divert and store water when it is needed most.
3. Significant changes in state and federal laws and regulations affect SSJID's ability to maintain local control and forecast future conditions that may influence operations and strategic planning efforts.
4. Potential physical and cyber attacks threaten the District's operations and ability to provide reliable services, establishing a need to consistently increase protection and enhance technological security.



T

STRATEGIC AREAS OF FOCUS



FINANCE AND RATES

Ends Statement

The parameters of good financial management for SSJID, as a public utility enterprise, are cash flow, rates, and the purposes for which money is used. Therefore, SSJID's strategy for finance and rates is to use its financial resources to achieve the district's strategic goals; to be able to always pay obligations on time; to always have rates that are fair, competitive, and financially prudent; and to heed these three objectives in all significant decisions.

Goals

1. Establish and maintain rates that are fair, competitive, and financially prudent.
2. Establish and maintain reserves to adequately moderate financial risks, supply foreseeable future cash needs, and protect bond ratings.
3. Maintain AA bond rating.
4. Increase financial literacy of employees and directors.
5. Accommodate strategic action plans in the annual budget beginning with the budget for 2018.
6. Maintain finance policies that align with SSJID's strategic objectives.

WORKFORCE AND CULTURE

Ends Statement

SSJID's workforce is comprised of highly engaged employees who are passionate about the contributions they make to the District and embrace the core values for which it stands.

Goals

1. Increase employee satisfaction.
2. Using the District MVVs, we will promote the growth and the development of our employees.
3. Develop and rollout the Performance and the Health & Safety recognition systems.
4. Update all District employment policies and guidelines.

CUSTOMER SERVICE AND COMMUNITY RELATIONS

Ends Statement

We are mindful of the success of our customers and community, and actively strive to exceed their expectations of the District.

Goals

1. Communicate effectively with the local community, workforce, and customer base.
2. Gauge public perception and increase responsiveness to customer needs.
3. Increase employee involvement in the community, involvement in professional trade organizations, and collaboration with other public agencies.

WATER SUPPLY, OPERATION, AND DISTRIBUTION

Ends Statement

SSJID continues to deliver significant value to landowners and customers in the region by protecting its senior water rights, through meticulous planning to consistently manage a sustainable balance of surface water and groundwater, and by perpetually improving and operating a distribution system to deliver the level of flexibility and reliability that our customers expect.

Goals

1. Protect and preserve SSJID's water rights.
2. Ensure long-term viability of SSJID's water delivery system and enhance flexibility, reliability, and operational efficiency.
3. Protect the use of groundwater within the District.
4. Document the District's water delivery system and property interests.
5. Promote efficient and effective on-farm water use.

RETAIL ELECTRIC

As there is still significant uncertainty about whether SSJID will succeed in acquiring the local distribution assets and the right/obligation to serve, the current planning horizon for the electric utility ends with the completion of the transition phase. At present, the electric utility business plan is the provisional strategic plan for the operational utility. Once the transition is complete and the utility is operational, the planning horizon will be extended by several years, and a new strategic plan for the utility will be developed.

Ends Statement

SSJID's operating strategy for the electric utility is to satisfy the legal prerequisites for starting the electric utility and to transition to a fully functional electric utility that keeps the promises we made to the community including:

1. Rates that are 15% below PG&E's.
2. No subsidy by the electric ratepayers of the water ratepayers, and vice-versa.
3. Control of the utility by the local customer/owners through an accountable and transparent Board of Directors and management.
4. High standards of service reliability.
5. A utility that reflects local values.

Goals

1. Win the eminent domain lawsuit and other actions, and arrive at a feasible purchase price for the electric distribution assets.
2. The first draft of a transition plan that anticipates and manages material risks will be developed by August 1, 2017.
3. Execute the transition plan in a manner that anticipates and neutralizes the risks of the project.
4. Keep community apprised of progress through the duration of the legal process and the transition phase.
5. Involve the public in significant processes and decisions such as rate design and public benefits planning.
6. Qualify the electric utility acquisition debt for the best achievable credit rating by the date when the debt must be rated.
7. Establish rates at least 15% below PG&E.
8. Maintain financial independence from water ratepayers.

LEGISLATIVE AND REGULATORY

Ends Statement

The District actively monitors state, federal and local legislative and regulatory issues and advocates as necessary to protect the interests of our customers and region.

Goals

1. Monitor new regulations and legislative processes to maintain compliance and participate as necessary to protect water and electric interests.
2. Utilize industry organizations to advocate for and encourage new initiatives that are beneficial to the District and its customers.

FINAL COMMENTS

This Strategic Planning effort provides a systematic and thorough approach that deliberately maps out the future actions of the District necessary to accomplish the District's vision. This Strategic Plan will be consulted on a regular basis by all branches of the District to ensure alignment with the District's overarching Mission and Vision for public service in the local community. Through this plan, District employees are committed to implementing strategic objectives that will measure performance, foster accountability, establish priorities, schedule expenditures, adapt to changes, and promote long-term consistency. To be effective, the District will be proactive in implementing the identified strategies. The following circumstances are examples of when it would be appropriate to consult the Strategic Plan for guidance, preparation, and collaboration:

- Board Meetings
- Budget Meetings
- Staff Meetings
- The writing of staff reports to the Board
- Report writing
- Capital Improvement Planning
- Employee Evaluations
- Public Presentations
- Meetings with customers
- Interagency Meetings
- General Correspondence (*email and verbal conversations*)
- Employee Gatherings

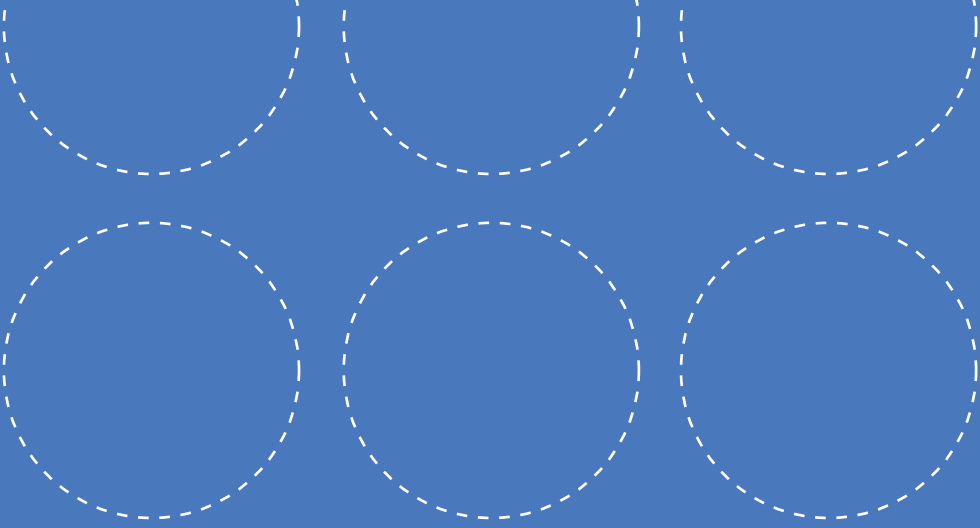
Implementation Program

This Strategic Plan provides high-level strategies and objectives related to the critical issues facing the District. Like a road map, the plan identifies strategic goals within focus areas that will respond to current and future challenges. However, it does not identify the specific actions required to accomplish those goals. SSJID intends for these action items to be defined as part of the District's "Implementation Program" for the Strategic Plan. The Implementation Program will identify specific actions that will help the District achieve its objectives in a scheduled and prioritized fashion. It will provide additional detail related to defining the tasks, anticipated start and completion dates, and the responsible personnel involved. It will also be used as a primary means to track progress, report to the Board, and delegate work. It will be necessary to evaluate, adjust, and prioritize the action items within the Implementation Program once a year, prior to the annual budget development.

Future Use of the Strategic Plan

Inevitably, the environment within the industry will evolve and the goals established in this document will be accomplished as time moves forward. It is envisioned that the Strategic Plan will be perpetually re-evaluated and updated every two to three years. The District's Mission, Vision, and Values serve as the foundation for future strategic plans. Updates to the plan will evaluate the need to modify ends statements, to produce additional goals, and to establish a new set of associated action plans required to accomplish them.

President John F. Kennedy once said, "Efforts and courage are not enough without purpose and direction." This strategic plan is meant to provide the purpose and direction to channel SSJID's efforts to meet our customers' needs currently, and for future generations.



SOUTH SAN JOAQUIN
IRRIGATION DISTRICT

www.ssjid.com

Appendix B

SELECTION CRITERIA/EVALUATION FOR RFP

Appendix B

QUALIFICATIONS EVALUATION WORKSHEET PR/COMMS RFP							
Written Proposal		Proposal 1		Proposal 2		Proposal 3	
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	0	0	0
B. Project Understanding and Innovation	2.00	0	0	0	0	0	0
C. Work Plan / Scope of Work	1.25	0	0	0	0	0	0
D. Project Schedule	1.00	0	0	0	0	0	0
E. Experience / References	1.25	0	0	0	0	0	0
Total Written Score (75 points max.)	7.50	0	0	0	0	0	0
Oral Presentation (optional)							
Criteria		Proposal 1		Proposal 2		Proposal 3	
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	0	0	0
B. Demonstrated course of action to meet goals	0.75	0	0	0	0	0	0
C. Demonstrated capabilities of firm/subconsultant project team	0.75	0	0	0	0	0	0
Subtotal Interview Score (25 points max.)	2.50	0	0	0	0	0	0
Total Score (Written + Interview) (100 points max.)	10.00	0	0	0	0	0	0

Evaluator:

Date:

Appendix C

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

Michael Weststeyn, President

Date

Date

SAMPLE

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: _____