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MANAGEMENT TEAM
General Manager, Vacant
Plant Operations, Mel Liebmann
Collections/Safety/Maintenance, Greg Pease
Engineering, Michael P. Cortez
Administrative Services, Dale McDonald

DISTRICT BOARD
Megan Clark
Craig K. Murray
Judy Schriebman
Crystal J. Yezman

REQUEST for PROPOSALS for **Executive Search Services**

December 10, 2021

*** Proposals due no later than 3:00 p.m. on Tuesday, January 4, 2022 ***

Las Gallinas Valley Sanitary District

I. PROPOSAL OVERVIEW

The Las Gallinas Valley Sanitary District (LGVSD) is requesting proposals for the services of an Executive Search Firm to identify potential candidates for the position of the General Manager, the Chief Executive Officer of LGVSD. The firm should have expertise in providing executive search services to local government agencies in California and will assist LGVSD in successfully attracting, interviewing, and hiring a General Manager. To be eligible for consideration, the proposing firm must demonstrate that the principal(s) assigned to the project, have successfully completed similar services to those specified in Section V of this RFP, with organizations similar in size and complexity to LGVSD. The successful firm will work directly with the Board of Directors, Interim General Manager, and Administrative Services Manager for all activities involved in the recruitment process. The successful firm may be responsible for the following activities including, but not limited to: assisting in the development of the position description and profile, testing and screening applicants, development of the search strategy, advertising and announcements, candidate assessment and interviews, and recommendations of the most qualified candidates to the Board of Directors and Administrative Services Manager. Firms are requested to incorporate the monthly hours in the fee structure of their submitted proposal.

II. PROPOSAL TIMELINE

Responses to this Request for Proposal (RFP) must be submitted in writing and received by LGVSD no later than 3:00 p.m. pacific standard time (PST) on Tuesday, January 4, 2022. No changes or adjustments to the deadline shall be made without a written addendum to this RFP signed by the Board President and circulated to all respondents. Proposal submittals by e-mail are encouraged and should be directed to the Administrative Services Manager, Dale McDonald at dmcDonald@lgsd.org.

An outline of the proposal timeline's key dates follows.

RFP Issued	Friday December 10, 2021
Deadlines for Questions	Wednesday December 22, 2021
Deadline for Responses	Thursday December 30, 2021
Deadline to Submit Proposals	Tuesday January 4, 2022 at 3p.m.
Interviews with Selected Firms	January 17 – 20, 2022
Contract Award	Friday January 21, 2022
Start Date	Week of January 24, 2022

* Interviews may be conducted in person or by video conferencing and at the preference of the firm/individual. (Interview type will have no effect on the award.)

* LGVSD reserves the right to adjust this timeline as it deems necessary. Notification of adjustments to the timeline shall be provided to all respondents.

* LGVSD reserves the right to award a contract, to modify the scope of services required as necessary, and to accept or reject any or all submittals received as a result of this RFP.

Las Gallinas Valley Sanitary District

III. DISTRICT BACKGROUND

Las Gallinas Valley Sanitary District (LGVSD) is an independent special district formed in 1955 under the Sanitary District Act of 1923. Located in beautiful Northern California, between San Rafael and Novato, it serves a population of more than 30,000 people. The District's sewerage collections system consists of 105 miles of gravity pipelines and 28 pumping stations and the District operates a 2.92 million gallons per day average dry weather flow treatment plant facility. The District is committed to energy independence as demonstrated by its photovoltaic systems installed in 2005 and 2006 and the recently completed Biogas Energy Recovery System. The District produces recycled water for the neighboring North Marin Water District and provides treated effluent for Marin Municipal Water District which further treats it for distribution as recycled water. The District has a wildlife water reclamation area which is popular with the public for bird watching, walking, and biking.

The District is governed by an at large elected five-member Board of Directors and has 25 full-time equivalent positions within four departments. The District's budget for the 2021/22 fiscal year is \$40,801,914. The mission of the District is to protect public health and our environment, providing effective wastewater collection, treatment, and recycling services.

IV. ANTICIPATED PROJECTS

The District is in the process of construction of a \$62 million Secondary Treatment Plant Upgrade and Recycled Water Expansion project that is planned for completion in the summer of 2022. A second major project to build a new Operations Control Center / Administration (OCC) building adjacent to the treatment plant is in the design phase with funding and project scope of work to be defined in 2022. Construction for the new OCC building is anticipated to begin in late 2023 or early 2024 and take up to two years to complete.

Ongoing projects include biennial sewer improvement projects to repair and replace sewer mains, lower and upper laterals, continued development of an Integrated Wastewater Master Plan, and participation in the North Bay Water Reuse Authority. The District is currently in its 2nd year of a 3-year sewer service charge rate plan which will require a new rate study to be undertaken in late 2022.

V. SCOPE OF WORK

The District desires to conduct an executive recruitment for a General Manager. Firms responding to this inquiry should propose all services and associated costs to deliver full cycle executive recruitment and selection services. The Board desires to have the position posted by March 15, 2022 and filled by September 1, 2022.

The Executive Search Services for a General Manger would include:

- Solicit input from the Board and/or Board General Manager Recruitment Committee, through meetings and/or interviews to understand the role, responsibilities, qualifications, and appropriate experience needed for the position.
- Develop a recruitment strategy, process, and timetable for completion of the work in consultation with the Board.
- Develop an accurate and appealing job description. .The existing job description for the General Manager is included as Attachment A.

Las Gallinas Valley Sanitary District

- Screen all applicants and create a recommended candidate list.
- Assess the qualifications of interested candidates against those required in the job description and recommend potential candidates for interviews to the Board.
- Perform appropriate background and reference checks.
- Coordinate the candidate interviews with the Board.
- Notify applicants not selected.
- Assist the Board in compensation negotiations

VI. QUALIFICATIONS AND EXPERIENCE

The firm selected should have depth and expertise in public sector executive recruitment. The firm selected should have a demonstrated ability to provide and manage similar services as described in the SCOPE OF WORK section.

VII. REQUESTED INFORMATION

Please provide the following information:

1. The name, address, and phone number of your firm's contact person for this proposal.
2. Describe the expertise and relevant experience of the consultant who will be the point of contact responsible for this work.
3. Provide a description of your firm.
4. Provide the names and experience of each individual who would be assigned to work on this account.
5. Provide three professional and appropriate references from Elected Officials with whom the consultant has successfully worked with recently to fill a similar executive officer position.

VIII. FEE STRUCTURE

Please provide the following information in a separate, sealed envelope:

1. A detailed, fixed price proposal to perform the work as described in the SCOPE OF WORK.
2. The hourly billing rate for services for personnel who would be assigned to work on this project.
3. Any other pricing/cost data necessary to complete the work as described in the SCOPE OF WORK
4. Billing policies and procedures

Please note that all billing for professional services may be subject to audit by the District and/or independent auditors.

Las Gallinas Valley Sanitary District

IX. PROPOSAL SUBMISSION

All proposals must be submitted in writing and include the following information requested below. Each section should be clearly defined and separated from the others. Please provide six (6) physical copies and an electronic version of the proposal.

1. Your firm's general approach to accomplishing the work described in the SCOPE OF WORK. If your firm cannot perform some of the work performed, describe how your firm will facilitate the completion of the work successfully.
2. Your firm's qualifications and experience as described in QUALIFICATIONS AND EXPERIENCE.
3. Information requested in REQUESTED INFORMATION.
4. Your firm's proposed fees as requested in FEE STRUCTURE (provided in a separate, sealed envelope).
5. Any additional comments or statements which will assist in the evaluation of your firm's information.

Proposals should be submitted in writing to: Dale McDonald
Administrative Services Manager
101 Lucas Valley Road, Suite 300
San Rafael, CA 94903
Phone: (415) 472-1734 ext. 19
Email: dmcdonald@lgvsd.org

Deadline: All proposals must be delivered to the District at the address indicated by no later than 3:00 PM on Tuesday, January 4, 2022. Late proposals will not be accepted.

X. SELECTION PROCEDURES

Proposals submitted will be evaluated by:

Dale McDonald, Administrative Services Manager
Craig Murray and Crystal Yezman, Board General Manager Recruitment Committee members

A. Evaluation Criteria and Process

Submittals will be evaluated for specificity, completeness, qualifications of personnel, demonstrated knowledge and experience providing the breadth and depth of services required by the District as described in the section entitled Scope of Work. Based on evaluation of the proposals, the most qualified firm(s) may be invited to interview with the District; interviews are tentatively scheduled for the week of January 17, 2022.

8. Award

Award of the contract will be in the form of an Agreement for Consultation and Professional Services between the District and the selected firm. The District's standard Agreement for Consultation and Professional Services has been attached for reference and review.

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C. Insurance Requirements

The District requires that all consultants meet the District standards for insurability, as specified in Section 14 of the District's Agreement for Consultation and Professional Services (attached).

XI. ADDITIONAL INFORMATION AND DISCLAIMERS

All requests for additional information or clarification should be made to Dale McDonald, Administrative Services Manager at dmcDonald@lgvSD.org.

There is no expressed or implied obligation for the District to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code Sec. 6250 et seq.), unless exempt. Any language purporting to render the entire proposal confidential or proprietary will be ineffective and will be disregarded.

All property rights, including publication rights of all reports produced by proposer in connection with services performed under this agreement shall be vested in the District. The proposer shall not publish or release any of the results of its examination without the expressed written permission of the District. During the evaluation process the District reserves the right to request additional information or clarifications from the proposers. At the discretion of the District, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The District reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether the proposal was selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the District and the firm selected. The District reserves the right to reject any or all proposals, to waive any non-material irregularities or information in any proposal, and to accept or reject any items or combination of items.

Las Gallinas Valley Sanitary District Job Description

POSITION: GENERAL MANAGER

LAST REVISION: JULY 2008

SALARY STEP RANGE: by Employee Contract

SCOPE: Directs and manages the administrative, financial, engineering, operating, maintenance and construction functions of the District.

MINIMUM QUALIFICATIONS:

Education & License: Bachelor of Science Degree in Engineering from an accredited college or university and Civil Engineering Registration in the State of California or Operator's Certification: A Grade V Wastewater Treatment Plant Operator Certificate issued by the State of California State Water Resources Control Board.

And in addition to the above:

Ten years of increasing responsible relevant experience including at least five years in a supervisory or management position with a wastewater agency along with a valid California driver's license.

ESSENTIAL JOB FUNCTIONS – BOARD AND GENERAL MANAGER

1. Act as Board representative with District employees.
2. Supervisor preparation of Board Meeting agenda and attend all Board meetings.
3. Provide recommendations to Board on all agenda matters.
4. Represent Board and District in discussions with regulatory agencies, other agencies, community representatives, developers, and public.
5. Supervise coordinate of individual Board member participation at various functions requiring Board member attendance.
6. Implement all Board actions as well as Board approved ordinances, resolutions, rules, regulations, policies, and procedures.
7. Advise and consult with the Board on the development of proposed ordinances, resolutions, rules, regulations, policies, and procedures.
8. Contact special studies and surveys and prepare reports as directed by the Board.
9. Prepare annual budget, annual sewer service report, and quarterly finance reports for Board review/approval.
10. Manage District personnel matters in a manner consistent with District personnel procedures and in a manner to ensure Board's position of Personnel Appeals Board.
11. Perform other responsibilities, assignments, and special projects as needed.

ESSENTIAL JOB FUNCTIONS –GENERAL MANAGER AND DISTRICT STAFF

1. Supervise and coordinate the daily functions of the District and manage and prioritize the daily workload.
2. Manage the District's financial transactions including collection of revenue, payment of expenditures, investment of reserves, and audit of District financial system.
3. Supervise the operation and maintenance of the District's wastewater collection, treatment, disposal, and reclamation facilities.
4. Interpret and implement federal, state, and regional wastewater quality control requirements and programs and ensure compliance with applicable laws and regulations.
5. Manage the District's personnel matters including staffing, employee relations, training, discipline, salary negotiations, and benefits programs.
6. Review and supervise the work of consultants and contractors engaged by District.
7. Maintain up to date recordkeeping systems for the affairs of the District.
8. Perform other responsibilities, assignments, and special projects as needed.

WORK ENVIRONMENT AND CONDITIONS

Performance of job functions may involve extended work days to attend meetings and conferences, or to meet project deadlines.

KNOWLEDGE, SKILLS, ABILITIES

Knowledge of the principles and practices of public administration.

Knowledge of the principles and practices of civil or sanitary engineering as they apply to the planning, design, construction, and operation of wastewater facilities.

Knowledge of federal, state, and local laws and regulations governing the operation and maintenance of a sanitary district's facilities.

Knowledge of and skill in project management contract administration.

Ability to communicate effectively with staff, the Board, community groups or representatives, and regulatory agencies.

Ability to prepare concise written reports.

Ability to apply problem-solving skills to a variety of technical and non-technical situations.

Ability to effectively plan, organize, and direct the work of staff.

Ability to maintain effective employee relations

OTHER REQUIREMENTS

United States citizenship or legal eligibility to work in the United States.

Medical evaluation to determine physical fitness for the job.

Acceptable driving record consistent with the standards established by the District.

Participation in job training or professional development programs.

**AGREEMENT
FOR CONSULTATION AND PROFESSIONAL SERVICES**

_____ **SERVICES for**
_____ **PROJECT**

(JOB NO. _____)

THIS AGREEMENT made this _____ day of _____, _____ by and between the **LAS GALLINAS VALLEY SANITARY DISTRICT** (hereinafter referred to as "District"), and _____, whose address is, _____ hereinafter referred to as "Consultant");

WITNESSETH:

IN CONSIDERATION of the mutual covenants and conditions herein contained, the parties do hereby agree as follows:

1. General

DISTRICT engages CONSULTANT to furnish the services hereinafter mentioned upon the covenants and conditions of this Agreement, at the compensation herein stipulated, and CONSULTANT accepts said engagement upon said terms.

- 2. The Initial term of this agreement** shall be from the date approved by the Board of Directors of the District or by an authorized person representing the District, the General Manager, until _____, subject to early termination by either party as outlined in Section 20 of this agreement.

3. Duties of Consultant; Services to be Performed by Consultant

CONSULTANT shall perform such duties and services as are listed on **Exhibit A** attached hereto, and is hereby referred to and made a part hereof by reference. Said services shall be completed according to the time schedule contained in **Exhibit A**.

4. Services or Materials to be Performed or Furnished by District

DISTRICT shall perform such services or furnish such materials to CONSULTANT in connection with this Agreement as are set forth on **Exhibit B**. If there are no entries on said **Exhibit B**, DISTRICT, shall not be required to provide any services or furnish any materials to CONSULTANT. Unless otherwise provided on **Exhibit B**, all said services and materials to be furnished by DISTRICT will be without cost to CONSULTANT.

5. Payment by District: Time and Manner of Payment

DISTRICT shall pay CONSULTANT, for all services to be rendered and all materials to be furnished under this Agreement, the amount specifically set forth and in the manner specifically set forth on **Exhibit C**. CONSULTANT agrees to accept said sum as full compensation for all services due under this Agreement. Notwithstanding any other language in the Agreement or any exhibits, CONSULTANT agrees that it will perform all tasks for a sum not to exceed _____ (\$ _____ U.S.

Dollars). This is an Agreement for a specific task as defined in Exhibit A, Consultant Services (Scope of Work), for _____ **Project,** and CONSULTANT has accurately determined the price of those tasks.

6. Authorization To Perform Services

The CONSULTANT is not authorized to perform any services, or incur any costs whatsoever under the terms of this Agreement until receipt of written authorization from the DISTRICT.

7. Additional Work

CONSULTANT shall be entitled to extra compensation for services or materials not otherwise required under this Agreement or described in **Exhibit A**, provided that DISTRICT shall first have identified the services or materials as extra, and requested such extra services or materials in writing, but in no event shall DISTRICT be liable for payment unless the amount of such extra compensation shall first have been agreed to in writing by DISTRICT.

8. Professional Skill

CONSULTANT represents that it is skilled in the professional calling necessary to perform the work agreed to be done by it under this Agreement. CONSULTANT represents and warrants to DISTRICT that it has all licenses, permits, qualifications that are legally required for CONSULTANT to practice its profession and that CONSULTANT shall, at its sole cost and expense, keep all such licenses, permits, and approvals which are legally required for CONSULTANT to practice its profession in effect. DISTRICT relies upon the skill of CONSULTANT to do and perform its work in a skillful manner, and CONSULTANT agrees to thus perform its work, and the acceptance of its work by DISTRICT shall not operate as a release of CONSULTANT from said Agreement. For purposes of this Agreement, "skillful manner" shall mean the standard of care prevailing in the industry in the San Francisco Bay Area during the term of this Agreement.

9. Equal Employment Opportunity

CONSULTANT shall not discriminate against any employee or applicant for employment and shall comply with the provisions of Section 12940 of the Government Code.

10. Compliance with Laws

CONSULTANT shall comply with all federal, state and District laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement. Any suit or action by either party shall be brought in the Superior Court for the County of Marin, California. The laws of the State of California shall govern this Agreement.

11. Labor Compliance

This project is subject to the requirements of Section 1720 et seq. of the California Labor Code requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. Contractors and all subcontractors who perform work on the project are required to comply with these requirements. Prevailing wages apply to all projects over \$1,000 which are defined as a "public work" by the State of California.

The applicable California prevailing wage rate can be found at www.dir.ca.gov and are on file with the Agency's principal office, which shall be available to any interested party upon request.

Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The Agency shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., the Agency may continue to hold sufficient funds to cover estimated wages and penalties under the contract.

12. Independent Contractor; Not An Agent

CONSULTANT, at all times during the term of this Agreement is acting as an independent contractor in furnishing the services or materials and performing the work required by this Agreement and is not an agent, servant or employee of DISTRICT. Notwithstanding any other DISTRICT, state or federal policy, rule, regulation, law, or ordinance to the contrary, CONSULTANT and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by DISTRICT, including but not limited to eligibility to enroll in the California Public Employees Retirement System

(PERS) as an employee of DISTRICT and entitlement to any contribution to be paid by DISTRICT for employer contributions and/or employee contributions for PERS benefits.

Except as DISTRICT may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of DISTRICT in any capacity whatsoever as an agent or pursuant to this Agreement to bind DISTRICT to any obligation whatsoever.

13. Time

CONSULTANT shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT'S obligations pursuant to this Agreement.

14. Indemnity

CONSULTANT agrees to indemnify and save harmless and defend with counsel acceptable to DISTRICT, the DISTRICT, its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, suits, actions, costs, expenses, claims, causes of action and damages (including costs of defense) arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance to the extent caused, in whole or in part, by recklessness, the willful misconduct or negligent acts or omissions of CONSULTANT, its officers, employees, agents, consultants, subcontractors or any officer, agent or employee thereof but excluding liabilities due to the active negligence of the DISTRICT. By execution of this Agreement, CONSULTANT acknowledges and agrees that CONSULTANT has read and understands the provisions hereof and that this paragraph is a material element of consideration. DISTRICT and CONSULTANT agree that this Agreement is consistent with Section 2782.8 of the Civil Code.

15. Insurance: Public Liability, Workers' Compensation, Errors and Omissions

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its officers, subcontractors, agents, representatives, or employees.

CONSULTANT shall be required to meet all District Insurance Requirements. See **Exhibit D** for District Insurance Requirements.

16. Consultant Professional Team

CONSULTANT shall provide and maintain the professional team to perform and furnish the materials in connection with this Agreement whose names and capacities are set forth on **Exhibit E**. In the event that any member of said team shall leave the employ of CONSULTANT or be transferred to another office of CONSULTANT, CONSULTANT shall so advise DISTRICT and replace that member with a new member who is competent to perform the required work and who shall be satisfactory to DISTRICT. Such other agents or employee contractors or subcontractors not listed on **Exhibit E** as may be required to perform any portion of this Agreement shall be competent and shall be suitably experienced in the function which they perform.

17. Notices

Unless otherwise provided herein, all notices required hereunder shall be given by certified mail, postage prepaid and addressed to the party at the address indicated in the opening paragraph of this Agreement provided, however, that in lieu thereof, notice may be given by personal delivery to the party at said address.

18. Title to Documents

All original calculations, photographs, maps, drawings, plans, design notes and other material or documents developed or used in connection with the performance of this Agreement shall be the property of DISTRICT provided, however, that CONSULTANT may provide DISTRICT with legible photostatic copies thereof in lieu of the originals upon approval by DISTRICT representative. All such material and documents shall remain confidential and may not be divulged, published or shared by CONSULTANT without the prior written consent of DISTRICT. Any plans and specifications shall bear the name of the CONSULTANT together with his certificate number, if any. If CONSULTANT'S working papers or product includes computer generated statistical material, CONSULTANT shall provide the material including the data base upon which it is based to DISTRICT in a mutually agreed upon computer machine-readable format and media.

19. Assignment

Neither party shall assign or sublet any portion of this Agreement without the written consent of the other party in writing.

20. Termination

Without limitation to such rights or remedies as DISTRICT shall otherwise have by law, DISTRICT shall also have the right to terminate this Agreement for any reason upon seven (7) days' written notice to CONSULTANT. This Agreement may also be terminated by either party upon seven (7) days' written notice should the other party fail substantially to perform in accordance with this agreement through no fault of the other or if the project is stopped by conditions beyond the control of the DISTRICT.

In addition to terminating this Agreement if CONSULTANT materially breaches any of the terms of this Agreement, DISTRICT'S remedies shall include, but not be limited to:

- Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by CONSULTANT pursuant to this Agreement;
- Retain a different consultant to complete the work described in **Exhibit A** not finished by CONSULTANT; and/or

This description of DISTRICT's remedies does not otherwise limit DISTRICT's remedies at law or equity.

21. Consultant Nondisclosure

CONSULTANT will not directly or indirectly use (other than for the DISTRICT), publish, or otherwise disclose at any time (except as CONSULTANT'S duties may require), either during or subsequent to the performance of consulting services, any of DISTRICT's confidential information (whether or not conceived, originated, discovered, or developed in whole or in part by CONSULTANT) as defined below.

“Confidential information” means information or material that is not generally available to or used by others, or the utility or value of which is not generally known or recognized as standard practice whether or not the underlying details are in the public domain, including without limitation:

- a. Information or material that relates to DISTRICT’S inventions, technological developments, “know how”, purchasing, accounting, merchandising or licensing;
- b. Trade secrets;
- c. Software in various stages of development (source code, object code, documentation, diagrams, flow charts), designs, drawings, specifications, models, data and customer information; and
- d. Any information of the type described above that DISTRICT obtained from another party and that the DISTRICT treats as proprietary or designates as confidential, or is obligated to do so by virtue of a third-party agreement, whether or not owned or developed by the DISTRICT.

The obligations of confidentiality imposed herein will not apply to confidential information that:

- a. Is or has been generally available to the public by any means, through no fault of CONSULTANT and without breach of these provisions.
- b. Is or has been lawfully disclosed to CONSULTANT by a third party without an obligation of confidentiality being imposed upon CONSULTANT.
- c. Has been disclosed without restriction by the DISTRICT or by a third party owner of confidential information.
- d. Was required to be disclosed pursuant to law.

CONSULTANT agree to deliver to DISTRICT promptly on request, or on the date of termination of CONSULTANT’S services, all documents, software, including any copies, and other materials in CONSULTANT’S possession pertaining to the business of DISTRICT and originating with the DISTRICT that came into CONSULTANT’S possession.

The disclosure of confidential information shall not be construed as granting either a license under any patent, patent application or any right of ownership in said confidential information.

CONSULTANT acknowledges and agrees that in the event of a breach or threatened breach of any provisions of this Agreement, the DISTRICT shall have no adequate remedy at law and shall therefore be entitled to enforce any such provision by temporary or permanent injunctive or mandatory relief obtained in any court without the necessity of proving damages, posting any bond or other security, and without prejudice or diminution of any other rights or remedies which may be available at law or in equity.

22. No-Waiver; Construction

Failure on the part of either party to enforce any provisions of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provisions or any other

provision. The singular number shall include the plural, and the masculine gender shall include the feminine gender and neuter gender whenever the context of this Agreement permits.

23. Mediation

Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be shared equally by the parties. If a mediated settlement is reached, neither party shall be deemed the prevailing party for purposes of the settlement and each party shall bear its own legal costs.

24. Attorney's Fees

If a party brings any action, including an action for declaratory relief, to enforce or interpret the provisions of this Agreement, the prevailing party is entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. Such fees may be set by the court in the same action or in a separate action brought for that purpose.

25. Survival

All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between DISTRICT and CONSULTANT survive the termination of this Agreement.

26. Conflict of Interest

CONSULTANT may serve other clients, providing that activities in the service of other clients do not place CONSULTANT in a "conflict of interest" as that term is defined in the Political Reform Act codified at California Government Code § 81000 *et seq.* or Section 1090 *et seq.* of the Government Code.

27. Severability

If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

28. Additional Provisions, Exhibits

Additional provisions of this Agreement are set forth on **Exhibits A through Exhibit F**. All Exhibits shall be attached to, and are hereby referred to and made a part hereof by reference.

29. Entire Agreement: Amendment

This contract supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject of this contract. Except as to those documents specifically incorporated by reference into this contract, this contract contains all of the covenants and agreements between the parties with respect to the subject of this contract, and each party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except the covenants and agreements embodied in this contract. No agreement, statement, or promise not contained in this contract shall be valid or

binding on the parties with respect to the subject of this contract. No modifications hereof shall be effective unless such modification is in writing signed by all parties to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

LAS GALLINAS VALLEY SANITARY DISTRICT

By _____
General Manager Date

CONSULTANT/SERVICE NAME

Signature Date

By _____
Print Name Title

NOTE: The following exhibits are hereby incorporated into this agreement by this reference:

- Exhibit A: Consultant Services (Scope of Work)
- Exhibit B: Services or Materials to be Performed or Furnished by District
- Exhibit C: Payment Schedule
- Exhibit D: District Insurance Requirements
- Exhibit E: Consultant Team
- Exhibit F: District Safe Work Requirements
 - 1. Contractor/Consultant Safe Work Requirements
 - 2. Confined Space Entry Program

Exhibit A

Consultant Services (Scope of Work)

Exhibit B

Services or Materials to be Performed or Furnished by District

Exhibit C
Payment Schedule

Exhibit D

District Insurance Requirements

Insurance Requirements for Professional Services

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation:** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. (Not required if consultant provides written verification it has no employees)
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(If applicable – see footnote next page)*

If the consultant maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Consultant’s insurance coverage shall be primary** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers,

officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that **coverage shall not be canceled, except with notice to the Entity.**

Waiver of Subrogation

Consultant hereby grants to Entity a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorse to provide, that the self-insured retention may be satisfied by either the name insured or Entity.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5) years*** after completion of work.

Verification of Coverage

Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Sub Contractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that Entity is an additional insured on insurance required from subcontractors.

Note: Professional liability insurance coverage is normally required if the Consultant is providing a professional service regulated by the state. (Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc.). However, other professional Consultants, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk management or insurance advisor.

Exhibit E
Consultant Team