



Notice to Qualified Firms

Request for Qualifications for Actuarial Services RFQ 2017-002

Submittals Due: 3:00 p.m. December 12, 2017

1. INTRODUCTION

The Sacramento Area Flood Control Agency (SAFCA) is seeking statements of qualifications (SOQs) from qualified firms interested in providing actuarial services. This request for qualifications (RFQ) describes the submittal instructions and schedule, background, scope of services, content of statement, and selection criteria.

2. SUBMITTAL INSTRUCTIONS AND SCHEDULE

Please submit SOQs and any associated materials by: 3:00 p.m. December 12, 2017. SOQs shall be in a single PDF file of 10 megabytes or less submitted by email to:

Jennifer Heredia, Contract Technician
herediaj@saccounty.net

Please cc: [safcamail@SacCounty.NET](mailto:safcmail@SacCounty.NET)

	EVENT	DATE	TIME
1	SAFCA Issues RFQ	November 28, 2017	
2	Deadline for Questions Submitted by Email	December 5, 2017	3:00 PM
3	SAFCA Issues Responses to Questions	December 7, 2017	
4	Deadline for Responding Firms to Submit Statement of Qualifications	December 12, 2017	3:00 p.m.
5	Anticipated Contract Award Date	December 21, 2017	
6	Anticipated Contract Start Date	January 2, 2018	

SAFCA reserves the right, at its sole discretion, to adjust this schedule as it deems necessary.

3. BACKGROUND

SAFCA was formed in 1989 to address the Sacramento area's vulnerability to catastrophic flooding. This vulnerability was exposed during the record flood of 1986 when Folsom Dam exceeded its normal flood control storage capacity and several levees nearly collapsed under the strain of the storm. In response, the City of Sacramento, the County of Sacramento, the Sacramento County Water Agency, the County of Sutter, the Sutter County Water Agency, the American River Flood Control District, and Reclamation District No. 1000 created SAFCA through a Joint Exercise of Powers Agreement to provide the Sacramento region with increased flood protection along the American and Sacramento Rivers watersheds.

SAFCA offers its employees the Public Employee Medical Hospital and Care Act (PEMHCA) Minimum as an Other Post Employment Benefit (OPEB). SAFCA is currently set up to pay retiree medical benefits as they arise and is investigating the different options for these payments such as the California Employer's Retirement Benefit Trust Fund (CERBT), the Public Agency Risk Sharing Authority of California (PARSAC), or creating a Section 115 trust. SAFCA offers a group medical insurance plan to its employees through CalPERS and pays a portion of the premium for this medical benefit for current and retire employees. In its financial statements for 2018, SAFCA will show OPEB liability as required by GASB 75, and intends to add any applicable notes.

4. SCOPE OF SERVICES

SAFCA is interested in retaining the services of an actuarial firm to assist with the review of its liability for OPEB related to a contract with CalPERS. SAFCA also needs a GASB 75 report prepared for the June 30, 2017 measurement date. The services SAFCA is seeking include the following:

- Review the walk-away liability calculation as proposed by CalPERS.
- Prepare an OPEB Valuation report in compliance with GASB 45/75.
- Provide other advisory services to SAFCA as needed related to implementing GASB 75 for financial statements.
- Provide all services in compliance with applicable State, Federal, local laws, and Actuarial Standards.
- Review SAFCA's current pension funding liability with CalPERS and determine if creating a Section 115 trust or joining either PARSAC or CERBT is to SAFCA's benefit.

5. CONTENT OF STATEMENT

Any firm interested in proposing to provide SAFCA with actuarial services must submit a SOQs organized as outlined below. SOQs shall be as brief as possible while still containing all the requested information.

Transmittal Letter

The SOQs must include a transmittal letter signed by an official authorized by the firm to solicit business and enter into contracts. The letter should include the name, address, email address, and phone number of the firm's primary contact person.

Experience and Qualifications

The SOQs must demonstrate that the firm has the experience and qualifications necessary to advise SAFCA on OPEB related matters and to successfully prepare OPEB valuations as well as review work prepared by other actuaries. The SOQs should specifically contain the following information:

- A brief description of the firm including its history, size, location, geographic focus, and structure of ownership.
- A summary of the firm's experience and qualifications preparing OPEB valuations for California municipal clients, including a list of other governmental agencies in California for which the firm is presently under contract, the services provided, the cost of those services, and the name of the firm's primary staff member for each.
- A list of firm staff that would work with SAFCA and their experience providing relevant services (attach bios or resumes as appropriate).
- Description of firm's financial position, reputation, and risk management relevant to providing municipal advisory services.
- Estimated Cost
 - Provide a not-to-exceed cost proposal that identifies hours by personnel and subtask and covers the scope of work described herein. Identify costs of sub-consultants and reimbursable expenses.
 - If you have included optional, recommended tasks in your project approach, please identify their costs separately after providing a subtotal for the scope described in this RFQ.
- How the firm would approach preparation of the analysis including a schedule identifying tasks that your firm believes are important for project success. For suggested tasks that are not addressed in this RFQ, please describe them separately as optional, recommended tasks.

Legal Issues and Potential Conflict of Interest

The SOQs must provide the following information:

- Any pending investigations of the firm and any enforcement, settlements, or disciplinary actions taken within the past five years by any regulatory body.
- Registration and/or certifications with appropriate regulatory bodies.
- Verification that the firm is not preparing OPEB information for Sacramento County, the City of Sacramento, the American River Flood Control District, and/or Reclamation District No. 1000 which may result in a conflict. Any such conflict may be waived by SAFCA in its sole discretion.

References

The SOQs must identify three different clients for which the firm has prepared OPEB valuations within the last three years and that would be willing to provide a reference. Include the name and contact information of an appropriate individual with each client. Provide a copy of the OPEB valuation prepared for each of the references.

6. SELECTION CRITERIA

SAFCA will select a most qualified firm with which to negotiate a contract. SAFCA reserves the right to request interviews with all or a subset of the responding firms if further elicitation of

responses to enable a more complete evaluation of otherwise closely-ranked submittals. Scoring criteria and weighting are listed below:

- **Complete statement of qualifications.** X 0.25 =
Score Weight Rating
- **Relevant experience and qualifications of the firm and the key staff that would specifically be assigned to work with SAFCA.** X 0.25 =
Score Weight Rating
- **Record of past performance of the firm and individual staff in client relationship and delivering services on scope, quality, schedule, and budget.** X 0.15 =
Score Weight Rating
- **Approach to work.** X 0.10 =
Score Weight Rating
- **Legal issues or conflicts.** X 0.05 =
Score Weight Rating
- **The clarity of the sample OPEB valuations.** X 0.10 =
Score Weight Rating
- **Cost** X 0.10 =
Score Weight Rating

Total Points

The SOQs will be evaluated using the following cumulative point system (maximum of 5.00 points):

<u>Scoring</u>		
Outstanding	=	5
Very Good	=	4
Good	=	3
Average	=	2
Poor	=	1
Not Addressed or Unacceptable	=	0

Additional review factors include:

- References
- Interviews – If the Selection Committee determines to include interviews in the selection process

7. OTHER INFORMATION

SAFCA reserves the right to reject any SOQs received for any reason, to negotiate a contract with any qualified firm, or to cancel the process. All SOQs and material submitted to SAFCA will become the property of SAFCA. SAFCA is not liable for any costs incurred by a firm in the preparation and submittal of its statement.

8. CONTRACT INFORMATION

Contract Duration

SAFCA intends to enter into contracts with an initial term of three (3) years, with the option to extend the term for up to two additional one year terms, but may also enter into contract for the full five year term from the outset.

Contract Approval

The RFQ and the consultant selection processes do not obligate SAFCA and do not create rights, interests, or claims of entitlement in the apparent best evaluated Responding Firm or any potential consultant or sub-consultant. Contract award and SAFCA obligations pursuant thereto shall commence only after the contract is signed by the authorized representative of the best evaluated Responding Firm and SAFCA to establish a legally binding contract.

Contract Payments

Contract payments shall be made in accordance with the terms and conditions of the final contract.

No payment shall be made until the contract is approved and invoices for services provided are submitted and approved as required by SAFCA. Under no conditions shall SAFCA be liable for payment of any type associated with the contract or responsible for any services provided by the Selected Firm, even services provided in good faith and even if the Selected Firm is orally directed to proceed with the delivery of services, if it occurs before the contract start date specified by the contract or before contract approval by SAFCA.

Contract Monitoring

The Selected Firm shall be responsible for the completion of all services set out in the contract. All services are subject to review, evaluation, and acceptance by SAFCA. SAFCA may employ all reasonable means to ensure that the services are progressing and being performed in compliance with the contract. At reasonable times, SAFCA may inspect those areas of the Selected Firm's place of business that are related to the performance of the contract. If SAFCA requires such an inspection, the Selected Firm shall provide reasonable access and assistance.

Contract Amendment

During the course of this contract, SAFCA may request the Selected Firm to perform additional services for which the Selected Firm would be compensated. Those services shall be within the general scope of this RFQ. In such instances, SAFCA shall provide the Selected Firm a written description of the additional services, and the Selected Firm shall submit a time schedule for accomplishing the additional services and a price for the additional services based on the rates included in the Selected Firm's Fee Schedule included with this RFQ. If SAFCA and the Selected Firm reach an agreement regarding the services and associated compensation, said agreement shall become effective by means of a contract amendment. Any such amendment requiring additional services must be mutually agreed upon by the parties and signed by the Selected Firm and SAFCA. The Selected Firm shall not commence additional services until SAFCA has issued a written contract amendment and secured all required approvals.

9. STANDARD CONTRACT DOCUMENTS

The selected firm will be required to execute a Professional Services Contract with SAFCA in the form attached hereto as Attachment 9.1. The attached Standard Professional Services Contract contains blank lines that shall be replaced with appropriate information in the final contract/agreement. The Standard Professional Services Contract shows the standard terms and conditions and areas that may be negotiated with each consultant. SAFCA's standard Cost Reimbursement Guidelines and Consultant Insurance Requirements are attached hereto as Attachment 9.2 and 9.3, respectively.

SACRAMENTO AREA FLOOD CONTROL AGENCY

CONTRACT NO. [NUMBER]
with
[CONSULTANT]
for
[DESCRIPTION OF SERVICES]

THIS Agreement shall be effective the [DAY] day of [MONTH] [YEAR], by and between the SACRAMENTO AREA FLOOD CONTROL AGENCY, a joint powers authority established pursuant to the laws of the State of California, hereinafter referred to as "SAFCA", and [CONSULTANT NAME], hereinafter referred to as "CONSULTANT".

RECITALS

WHEREAS, the Executive Director has determined that it is desirable to retain a consultant to provide [DESCRIPTION OF SERVICES] services; and

WHEREAS, CONSULTANT by reason of the firm's qualifications, experience and facilities for performing the type of services contemplated herein has proposed to provide the desired services; and

WHEREAS, SAFCA Resolution [RESO #], authorizes the Deputy Executive Director to enter into an Agreement for said services with CONSULTANT; and

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, SAFCA and CONSULTANT agree as follows:

AGREEMENT

1. SCOPE OF SERVICE

The scope of services covered by this Agreement are those services identified in Exhibit [EXHIBIT #] attached hereto and by this reference incorporated herein. If there is conflict between the terms of this Contract and Exhibit A, the terms of the Contract shall prevail.

CONSULTANT shall immediately notify SAFCA'S Project Manager in writing of any work that SAFCA requests to be performed that CONSULTANT believes is outside of the original scope of work covered by this Agreement. If it is determined that said request is outside of the scope of work, such work shall not be performed unless and until SAFCA approves such request in writing and authorizes the use of any contingency funds for such work, or an amendment providing for an adjustment in CONSULTANT'S compensation is approved and executed by both parties.

2. TERM OF AGREEMENT

Unless amended pursuant to Section 17 or terminated pursuant to Section 16 herein, this Agreement shall

[CHOOSE ONE OF THE FOLLOWING TWO]

expire when the services identified in Section 1 above are fully performed.
expire on the [DAY] day of [MONTH] [YEAR].

3. SCHEDULE FOR PERFORMANCE

CONSULTANT shall perform the services identified in Exhibit [EXHIBIT # USUALLY- A] **[CHOOSE ONE OF THE FOLLOWING THREE]**

- as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work.
- in accordance with the Project Schedule attached as Exhibit [EXHIBIT #].
- in accordance with the Project Schedule shown in Exhibit [EXHIBIT #]

4. COMPENSATION AND PRICE CEILING

[CHOOSE ONE OF THE FOLLOWING]

The compensation to be paid by SAFCA to CONSULTANT for the services rendered hereunder shall be on a time and expense basis based upon the Rate Schedule attached as Exhibit [EXHIBIT #].

The compensation to be paid by SAFCA to CONSULTANT for the services rendered hereunder shall be on a fixed fee plus expenses basis based upon the Fee Schedule shown in Exhibit [EXHIBIT #].

The compensation to be paid by SAFCA to CONSULTANT for the services rendered hereunder shall be on a cost plus fixed fee basis based upon overhead and profit rates as shown on Exhibit [EXHIBIT #] attached.

The compensation to be paid by SAFCA to CONSULTANT for services rendered hereunder shall be on a lump sum basis based upon the task breakdown as shown in Exhibit[EXHIBIT #]attached.

TOTAL PRICE CEILING: \$[AMOUNT]

Total compensation for services rendered by CONSULTANT to SAFCA, including reimbursable expenses, shall not exceed the Total Price Ceiling.

SAFCA shall make no payment to CONSULTANT in any greater amount for any extra, further or additional services unless such services and payment therefore have been

mutually agreed to and this Agreement has been formally amended in accordance with Section 17.

5. INVOICING AND PAYMENT

CONSULTANT shall submit periodic invoices, not more frequently than monthly, for the services rendered during the preceding period. CONSULTANT shall reference the contract number on all invoices. CONSULTANT shall use the format, content, and support documentation for invoices specified by SAFCA to identify the actual level of work effort, including the hours actually worked by each classification or employee name, and the actual expenditures on tasks and subtasks and/or project status with respect to any work product, milestone, or other events required by this Agreement. The detail in the monthly invoice shall inform SAFCA of both the nature and progress of work.

[CHOOSE ONE OF THE FOLLOWING TWO]

Payment for reimbursable expenses will be made in accordance with Exhibit [EXHIBIT #]. The IRS current guidelines for mileage and meal reimbursement will be strictly adhered to and override the current Exhibit B.

Payment for extra work authorized by the Executive Director will be made in accordance with Exhibit [EXHIBIT #].

SAFCA shall approve or disapprove said invoice or billing within ten (10) days following receipt thereof, and shall pay, within thirty (30) days approval, all approved invoices and billings. SAFCA reserves the right to withhold payment of disputed specific items and shall give notice to the CONSULTANT, pursuant to Section 6 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.

CONSULTANT shall notify SAFCA'S Project Manager in writing upon expenditure of seventy-five percent (75%) of the authorized Agreement amount. Such notice shall identify the percentage of funds expended, the percentage of work completed, an explanation of any variation between these two percentages, and an assessment of the cost of the remaining work to be performed.

6. NOTICES

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

SAFCA

SACRAMENTO AREA FLOOD CONTROL AGENCY
 1007 7th Street, 7th Floor 916 874-7606
 Sacramento, CA 95814 Fax 874-8289
 ATTENTION: [SAFCA Project Manager]

CONSULTANT [CONSULTANT NAME]
 [ADDRESS]
 [CITY, STATE ZIP]
 ATTENTION: [CONTACT PERSON]

Such 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 facsimile machine provided, however, that notice by facsimile machine shall be followed by notice deposited into the United States mail as discussed above.

7. INDEPENDENT CONTRACTOR

A. It is understood and agreed by the parties hereto that CONSULTANT is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONSULTANT'S assigned personnel shall not be entitled to any benefits payable to employees of SAFCA. SAFCA is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of this Agreement; and as an independent contractor, CONSULTANT hereby indemnifies and holds SAFCA harmless from any and all claims that may be made against SAFCA based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

B. It is further understood and agreed by the parties hereto that CONSULTANT in the performance of its obligation hereunder is subject to the control or direction of SAFCA as to the designation of tasks to be performed, and the results to be accomplished but not the means, methods or sequence used by CONSULTANT for accomplishing the results.

C. If, in the performance of this Agreement, any third persons are employed by CONSULTANT, such persons shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONSULTANT.

D. It is further understood and agreed that as an independent contractor and not an employee or agent of SAFCA, CONSULTANT shall have no entitlement as a SAFCA employee, or any right to act on behalf of SAFCA in any capacity whatsoever as agent, or to bind SAFCA to any obligation whatsoever, unless CONSULTANT has been specifically authorized to negotiate legislation or enter into Agreements on SAFCA'S behalf.

E. It is further understood and agreed that CONSULTANT must issue W-2 Forms or other suitable tax forms for income and employment tax purposes, for all of CONSULTANT'S assigned personnel or subconsultants under the terms and conditions of this Agreement.

8. AUTHORITY OF CONSULTANT

It is understood and agreed that CONSULTANT is to provide information, research, advice, recommendations and consultant services to SAFCA. CONSULTANT shall possess no authority with respect to any SAFCA decision. SAFCA is responsible for and shall make all policy decisions related to work of CONSULTANT.

9. POTENTIAL CONFLICTS OF INTEREST

CONSULTANT shall disclose its involvement in any projects which may be directly affected by actions taken by SAFCA based on the services provided hereunder. CONSULTANT shall not write a proprietary specification for material or equipment from companies in which it holds a beneficial interest.

CONSULTANT certifies that it has disclosed to SAFCA 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 SAFCA 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 6 herein, within ten (10) days of CONSULTANT'S knowledge of such conflict. SAFCA reserves the right to require CONSULTANT to submit a financial disclosure statement.

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 SAFCA. 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 SAFCA pursuant to Section 6 of this Agreement.

10. OWNERSHIP OF WORK PRODUCT

All technical data, evaluations, plans, specifications, reports or other work products of CONSULTANT hereunder shall be the property of SAFCA and shall be delivered to SAFCA upon completion of the services authorized hereunder. CONSULTANT may retain copies thereof for its files and internal use. Publication or release of any or all of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by SAFCA. SAFCA shall have joint ownership of any copyright interest(s) created for documents prepared or produced under this Agreement and shall be able to utilize, reproduce or publish said documents by any means with no further compensation to or permission from CONSULTANT. Any such reuse or modification for purposes other than those intended by the CONSULTANT shall be at SAFCA's sole risk and without liability to the CONSULTANT.

11. INDEMNIFICATION

For work or services provided under this Agreement, that are not professional services, and to the fullest extent permitted by law, CONSULTANT shall indemnify, defend, and hold harmless SAFCA, its Board of Directors, officers, employees, and authorized agents and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from performance of this Agreement, regardless of whether caused in part by a party indemnified hereunder, except for loss caused by the sole negligence or willful misconduct of SAFCA, its Board of Directors, officers, employees, authorized agents and volunteers.

For work or services provided under this Agreement, that are professional services, and to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless SAFCA, its Board of Directors, officers, employees, and authorized agents and volunteers from and against any and all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of this Agreement, but only to the proportionate extent caused by the negligent acts, errors, omissions, recklessness or willful misconduct on the part of the CONSULTANT or the CONSULTANT's subconsultants or subcontractors.

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

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

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

12. INSURANCE

CONSULTANT agrees that it will maintain in full force and effect, for the duration of the performance of the work covered by this Agreement, at its sole cost and expense, insurance coverages as set forth in Exhibit C attached hereto. With the exception of Worker's Compensation Insurance, which shall be provided in accordance with the statutory requirements of the State of California, CONSULTANT'S subconsultants and/or subcontractors shall maintain insurance coverages at such limits determined by CONSULTANT. It is the responsibility of CONSULTANT to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms and other insurance requirements specified in Exhibit C. It is understood and agreed that SAFCA shall not pay any sum to CONSULTANT under this Agreement unless and until SAFCA is satisfied that all insurance required by this Agreement is in force at the time services hereunder are rendered.

13. PROFESSIONAL SERVICES

CONSULTANT agrees that the work hereunder shall be performed and completed in a professional manner and according to the professional standards observed by a competent practitioner of the profession in which CONSULTANT and any sub-consultants are engaged. 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 SAFCA without the prior written consent of SAFCA. SAFCA representatives shall, with reasonable notice, have access to the work for purpose of inspecting same and determining that the work is being performed in accordance with the terms of the Agreement.

14. NON-DISCRIMINATION IN EMPLOYMENT

A. CONSULTANT shall not discriminate against any employee, applicant for employment or volunteer because of race, color, creed, religion, national origin, sex, age, or physical or mental handicap. CONSULTANT shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, national origin, age, or physical or mental handicap. 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 sexual harassment for employees, clients, and volunteers.

B. CONSULTANT shall, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, national origin, ancestry, age, or physical or mental handicap.

15. FINANCIAL RECORDS

A. 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, including records of all of its reimbursable expenses incurred in connection therewith which shall be maintained in accordance with generally accepted accounting principles consistently applied. SAFCA or any duly authorized representative of SAFCA shall, with reasonable notice, have access to and the right to examine, audit and copy such records. The Auditor or his or her designated representative shall not disclose to any other person any personally identifiable information concerning client services performed by CONSULTANT derived as a result of the conduct of any audit.

B. CONSULTANT shall be afforded the opportunity to review any draft audits prepared following review of its financial records and shall be afforded the opportunity to

provide an explanation to the auditor regarding any issues raised as a result of said draft audit. Said explanation shall be included and discussed in the final audit report.

C. CONSULTANT shall reimburse SAFCA for any overpayment, determined to have been made as a result of an audit of CONSULTANT'S records as discussed above, not later than ten (10) days following the date of service of written notice to CONSULTANT of the amount of overpayment.

16. TERMINATION

SAFCA shall have the right to terminate this Agreement at any time by serving upon CONSULTANT 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 6. In the event SAFCA issues such notice of termination:

A. CONSULTANT shall cease rendering services as of the effective date of the termination pursuant to this Agreement.

B. CONSULTANT shall deliver to SAFCA copies of all writings prepared pursuant to this Agreement. The term "writings" shall be construed to mean and include handwriting, typewriting, computer files and records, drawings, blueprints, printing, photocopy, 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. SAFCA shall have full ownership and control of all such writings delivered by CONSULTANT pursuant to this Agreement.

D. SAFCA 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.

Notwithstanding the thirty-day notice provision contained within this section it is hereby agreed that SAFCA may terminate this Agreement or amend this Agreement immediately upon written notice served upon CONSULTANT that funds are not available from external sources for this Agreement or for any portion thereof; or that SAFCA has not budgeted sufficient funds for this Agreement in SAFCA'S final budget for applicable fiscal year(s). In this event CONSULTANT shall cease rendering services immediately upon being served with the above notice.

17. AMENDMENTS

Modifications or amendments to the terms of this Agreement shall be in writing and executed by both parties.

18. SUCCESSORS AND WAIVERS

This Agreement shall bind the successors of SAFCA and CONSULTANT in the same manner as if they were expressly named. Waiver by either party of any default, breach, or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right hereunder.

19. ASSIGNMENT

CONSULTANT shall not assign or transfer its duties, responsibilities or interests pursuant to this Agreement without the express written consent of SAFCA.

20. INTERPRETATION AND ENFORCEMENT

Interpretation and enforcement of this Agreement shall be governed by the laws of the State of California.

21. DISPUTES

Any dispute arising under this Agreement shall be decided by SAFCA'S Executive Director who shall put his decision in writing and give notice to CONSULTANT pursuant to Section 6. The decision of the Executive Director shall be final unless within thirty (30) days from the date of mailing such copy CONSULTANT appeals the decision in writing to the Board of Directors of SAFCA. In connection with any appeal proceeding under this paragraph, CONSULTANT shall be afforded the opportunity to be heard and offer evidence in support of its appeal. Pending a final decision of the dispute hereunder, CONSULTANT shall proceed diligently with the performance of the Agreement and in accordance with the Executive Director's decision. Nothing contained herein shall impair SAFCA'S or CONSULTANT'S right to bring suit in a court of competent jurisdiction after exhausting the administrative remedy herein. Any court proceedings shall be brought in Sacramento, California.

22. SUBCONTRACTING

The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without the written authorization of SAFCA, except that which is expressly identified in Exhibit [EXHIBIT #].

23. CONFIDENTIAL INFORMATION

All data, documents, discussions, or other information developed or received by or for CONSULTANT in performance of this Agreement are confidential and CONSULTANT shall not disclose such information to any person except as authorized by the Executive Director or Agency Counsel, or their designee, or as required by law.

24. PARTIES TO AGREEMENT

CONSULTANT and SAFCA are the only parties to this Agreement. The member entities making up SAFCA are not parties and are not liable for any SAFCA obligation set forth herein.

25. INTERPRETATION

It is agreed and acknowledged by the parties hereto that the provisions of this Agreement have been arrived at through negotiation and that each of the parties has had a full and fair opportunity to have such provisions reviewed by their legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

26. COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING OBLIGATIONS

A. It is the policy of the State of California, as stated in Public Contract Code Section 7110, that anyone who enters into a contract with a state agency shall recognize the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code. In compliance with Section 7110, the CONSULTANT, by CONSULTANT'S signature on this Agreement: 1) acknowledges that the CONSULTANT is aware of the state policy identified herein; and 2) the CONSULTANT, to the best of CONSULTANT'S knowledge, is fully complying with, and will continue to fully comply with, the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the State Employment Development Department.

B. CONSULTANT'S failure to comply with state and federal child, family and spousal support reporting requirements regarding a CONSULTANT'S employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement.

C. CONSULTANT'S failure to cure such default within ninety (90) days of notice by the Jurisdictional Agency shall be grounds for termination of this Agreement.

27. FAIR EMPLOYMENT AND HOUSING ACT

The CONSULTANT and any sub-consultants, shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et. seq.), the regulations promulgated there under (California Code of Regulations, Title 2, Section 7285.0 et. seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government

Code (Government Code, Sections 11135-11139.5) and the regulations or standards adopted to implement such article. The CONSULTANT and any sub-consultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement. The CONSULTANT and any sub-consultants shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts let for the construction of the project.

28. NONDISCRIMINATION PROGRAM

The CONSULTANT and any sub-consultants agree, unless exempted, to comply with the nondiscrimination program requirements of Government Code, Section 12990, and Title 2, California Code of Regulations, Section 8103. Attention is directed to Labor Code Section 1735, which prohibits discrimination in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, and provides for penalties.

29. DRUG-FREE WORKPLACE ACT

The CONSULTANT and any sub-consultants agree to comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. seq.) and have or will provide a drug-free workplace by taking the following actions:

A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

B. Establish a Drug-Free awareness Program to inform employees about all of the following:

- (a) The dangers of drug abuse in the workplace;
- (b) The person's or organization's policy of maintaining a drug-free workplace;
- (c) Any available counseling, rehabilitation and employee assistance programs, and;
- (d) Penalties that may be imposed upon employees for drug abuse violations.

C. Every employee who provides services under this Agreement:

- (a) Will receive a copy of the CONSULTANT'S drug-free policy statement, and;
- (b) Will agree to abide by terms of the statement as a condition of employment.

30. AMERICANS WITH DISABILITIES ACT

The CONSULTANT and any sub-consultants agree to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et. seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA.

31. CHANGES IN PERSONNEL

CONSULTANT agrees that the project managers and key personnel identified as part of the project team, in CONSULTANT’S proposal and its statement of qualifications shall continue to work on the project and shall not be replaced without prior written approval of SAFCA.

32. ENTIRE AGREEMENT

This instrument and any attachments hereto constitute the entire Agreement between SAFCA and CONSULTANT concerning the subject matter hereof.

33. LICENSES, PERMITS AND CONTRACTUAL GOOD STANDING

A. CONSULTANT shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, and all other appropriate governmental agencies, including any certification and credentials required by SAFCA. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by SAFCA.

B. CONSULTANT further certifies to SAFCA that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, State or county government contracts. CONSULTANT certifies that it shall not contract with a Subcontractor that is so debarred or suspended.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

SACRAMENTO AREA FLOOD CONTROL AGENCY
a joint exercise of powers agency

[CONSULTANT NAME]

By _____
JASON CAMPBELL
Deputy Executive Director

By _____
[SIGNATURE]

[PRINT NAME]

APPROVED AS TO FORM:

[TITLE]

By _____
M. HOLLY GILCHRIST
Agency Counsel

Distribution:

Auditor-Controller
Consultant
Consultant File

Agree[CONTRACT #].doc

EXHIBIT B

CONSULTANT EXPENSE REIMBURSEMENT GUIDELINES

SACRAMENTO AREA FLOOD CONTROL AGENCY

Revised: March 2016



1.0 INTRODUCTION

SAFCA is a public agency and expects its consultants to give this fact proper consideration in minimizing billable expenses in connection with SAFCA work. From time to time, SAFCA consultants may be required to travel on SAFCA business or may incur reimbursable expenses in connection with SAFCA business. These guidelines outline when such expenses are considered reimbursable, and are necessary because SAFCA is a public agency and is expected to exercise great care to avoid incurring costs which are, or appear to be, unreasonable. These guidelines apply to all consulting contracts and override provisions contained in the Consultant's standard charge rate schedule, unless other guidelines are specifically included in the contract. Your efforts in complying with these guidelines will be appreciated. Reimbursement for expenses which do not comply with the guidelines requires the approval of SAFCA's Executive Director, or his designee; such approval shall only be granted in extenuating circumstances.

2.0 TRAVEL ARRANGEMENTS AND REIMBURSEMENT

Consultants are expected to exercise good judgment in incurring travel expenses and to obtain prior approval for all foreseeable travel-related expenditures. Approval shall be obtained from the SAFCA Project Manager. Expenses incurred without prior approval or which are not in compliance with this policy may be denied.

SAFCA acknowledges and accepts that many consultants utilize the services of employees in several different offices for work on a single project. SAFCA will not, however, pay lodging, travel or meal costs related to relocating an employee to another office to work on a SAFCA project.

Consultants shall obtain receipts for reimbursement purposes except where it is noted that a receipt is not required.

"Travel" is defined as a trip undertaken on SAFCA business that requires travel outside a sixty (60) mile radius from the State Capitol building, or a trip outside a sixty (60) mile radius from the Consultant's home office if the home office is outside of the greater Sacramento area.

A. Transportation

Consultant shall check, or have a travel agent check, airline schedules in order to book the least expensive itinerary possible when reserving airline tickets. If a rental car must be utilized, consultant will reserve, or have a travel agent reserve, a rental car through the least expensive rental car agency available. Any luxury upgrades requested in making airline or rental car reservations are the responsibility of the consultant.

In the course of conducting SAFCA business, taxicab fare, bus fare, transit fare, bridge tolls, and parking fees are reimbursable. Baggage handling tips up to a maximum of \$5.00 per day are also reimbursable (no receipt required).

B. Lodging

Reimbursement for the cost of lodging is limited to the actual cost incurred up to one hundred and fifty dollars (\$150), plus taxes, per day in states other than Washington,

D.C. Lodging reimbursement for travel in Washington, D.C. is limited to the actual cost incurred up to two hundred fifty dollars (\$250), plus taxed, per day.

When a companion travels with a consultant on SAFCA business, reimbursement for lodging will be at the lowest available single-occupancy rate for the **SAFCA** accommodations. It will be the consultant’s responsibility to obtain the lodging rate for both single and double occupancy and indicate these rates when requesting reimbursement from SAFCA.

Hotel cancellation costs are the responsibility of the consultant, unless SAFCA has canceled the need for the travel on short-notice. Any hotel expenses charged to SAFCA when the consultant had adequate time to cancel the accommodations without charge will be the responsibility of the consultant.

C. Meals

The price of meals will be reimbursed when the consultant is traveling on SAFCA business as follows:

Reimbursement for breakfast will be paid if travel begins before 6:00 a.m.

Reimbursement for lunch will be paid if travel begins before 11:00 a.m.

Reimbursement for dinner will be paid if travel begins before 5:00 p.m.

Meal reimbursement, including tips, will be for actual amounts up to the maximum listed below. Meal reimbursement for travel in all states except Washington, D.C. follows the guidelines established by the California Department of Water Resources (DWR). Meal reimbursements for travel in Washington, D.C. follow the guidelines established by Sacramento County.

Costs for alcoholic beverages are not reimbursable under any circumstances, and all alcoholic beverage charges are to be deducted prior to billing SAFCA.

Maximum meal reimbursement for travel in all states *except* Washington, D.C.:

Breakfast	\$7.00
Lunch	\$11.00
<u>Dinner</u>	<u>\$23.00</u>
per day	\$41.00

Maximum meal reimbursement for travel in Washington, D.C.:

Breakfast	\$17.00
Lunch	\$18.00
<u>Dinner</u>	<u>\$34.00</u>
per day	\$69.00

When billing travel expenses, the invoice shall state the purpose of the trip and activities for which reimbursement is requested. Reimbursements will be paid to consultants whose expenses are justifiable and in compliance with this policy.

3.0 REIMBURSABLE BUSINESS EXPENSES

A. Food Costs in Connection with Business Meetings

With prior approval of the SAFCA Project Manager, a consultant may be reimbursed for food costs in connection with a business meeting. Such costs shall be considered reimbursable if the meeting lasts longer than 2.5 hours and if meeting attendees include personnel other than SAFCA, consultant or sub-consultant staff. Reimbursable food costs include the cost of soft drinks, tea, coffee, and a snack such as cookies or bagels, unless the meeting extends over a normal meal period. *Alcoholic beverages are not reimbursable.* A “normal meal period” means the meeting starts prior to 8:00 a.m., occurs between 12:00 Noon and 1:30 p.m., or starts after 5:30 p.m. When a business meeting must be scheduled during a normal meal period, every effort shall be made to keep costs per person at or below the amounts outlined in Section 2-C. An administrative fee of up to 5% may be added to actual incurred charges. Food costs incurred in connection with meetings scheduled during a normal meal period which could have been timely scheduled at another time are not reimbursable.

B. Telephone

Necessary telephone charges in connection with SAFCA business are reimbursable. An administrative fee of up to 10% may be added to actual incurred charges.

C. Facsimile

Necessary facsimile charges in connection with SAFCA business are reimbursable. A charge of up to \$0.35 per page is allowable. No administrative fee is allowable.

D. Postage

Necessary postage in connection with SAFCA business. An administrative fee of up to 10% may be added to actual incurred charges.

E. Vehicle Use

Reimbursement for vehicle use is allowable if travel outside the greater Sacramento area is required as part of activities undertaken in connection with SAFCA business. The greater Sacramento area is defined as a twenty (20) mile radius from the State Capitol building. Vehicle travel necessary to conduct SAFCA business will be reimbursed at the current Federal IRS rate per mile up to 600 miles in one calendar month and \$0.20 per mile for each mile over 600 miles per calendar month. No administrative fee is allowable.

F. Parking Fees

Necessary parking fees in connection with SAFCA business are reimbursable. An administrative fee of up to 10% may be added to actual incurred charges.

G. Reproduction

Necessary reproduction (photocopy, blueprints, etc.) charges in connection with SAFCA business are reimbursable. A charge of up to \$0.10 per page is allowable for single sided black and white copies. No administrative fee is allowable for in-office reproduction charges. An administrative fee of up to 10% may be added to actual incurred charges for out of office reproduction.

H. Field Services and Materials

Reimbursement for subconsultants or subcontractors used in providing low to medium risk field services, such as surveying or construction activities, is allowable. An administrative fee of up to 10% may be added to actual incurred charges.

Reimbursement for subconsultants or subcontractors used in providing higher risk field services, such as drilling exploration holes, is allowable. An administrative fee of up to 20% may be added to actual incurred charges.

Reimbursement for materials used in providing field services to SAFCA, such as materials or equipment used in the construction of monitoring wells is allowable. An administrative fee of up to 15% may be added to actual incurred charges.

4.0 NON-REIMBURSABLE BUSINESS EXPENSES

A. Non-reimbursable expenses include:

1. Luxury upgrades.
2. Traffic/Parking fines.
3. Alcoholic beverages.
4. Personal care expenses.
5. Personal toiletries.
6. Expenses associated with another party not conducting SAFCA business who is accompanying consultant.

EXHIBIT C

CONSULTANT INSURANCE REQUIREMENTS

**SACRAMENTO AREA FLOOD CONTROL
AGENCY**

Revised: March 2016



INSURANCE REQUIREMENTS

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

1.0 Verification of Coverage

Consultant shall furnish SAFCA with certificates evidencing coverage required below.

Copies of required endorsements must be attached to the certificates provided.

SAFCA's Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of SAFCA and the general public are adequately protected. All certificates or evidences of self-insurance are to be received and approved by SAFCA prior to the execution of this Agreement. SAFCA reserves the right to require that Consultant provide, through its broker, explanatory memoranda confirming coverage and limits as required hereunder.

2.0 Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

2.2. **PROFESSIONAL LIABILITY** or Errors and Omissions Liability insurance appropriate to the Consultant's profession or services.

2.3. **AUTOMOBILE LIABILITY:** Insurance Services Office's Commercial Automobile Liability coverage form CA 0001, auto coverage symbol "1" (any auto) for corporate/business owned vehicles or an equivalent. If there are no owned or leased vehicles, symbols "8" and "9" for non-owned and hired autos shall apply. Personal automobile insurance shall apply if vehicles are privately owned.

2.4. **WORKERS' COMPENSATION:** Statutory requirements of the State of California and Employer's Liability Insurance.

2.5. UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.

3.0 Minimum Limits of Insurance

Consultant shall maintain limits no less than:

3.1. GENERAL LIABILITY shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$2,000,000
Products Comp/Op Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$1,000,000
Fire Damage:	\$ 100,000

3.2. PROFESSIONAL LIABILITY or Errors and Omissions Liability: \$2,000,000 per claim and aggregate.

3.3. AUTOMOBILE LIABILITY: Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit. Privately owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.

3.4. WORKERS' COMPENSATION: Statutory.

3.5. EMPLOYER'S LIABILITY: \$1,000,000 per accident for bodily injury or disease.

4.0 Deductibles and Self-Insured Retention

4.1 Any deductibles or self-insured retention that apply to any insurance required by this Agreement must be declared to and approved by SAFCA. Consultant will provide by separate letter, which is referenced herein, the amount of its liability deductible or self-insured retention, including but not limited to general liability, automobile liability and professional liability, to SAFCA's Risk Manager for SAFCA's approval prior to the execution of this Agreement.

4.2 Claims Made Professional Liability Insurance

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

1. The "Retro Date" must be shown, and must be on or before the date of the

Agreement or the beginning of Agreement performance by Consultant.

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

5.0 Other Insurance Provisions

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

5.1 All Policies:

5.1.1 **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-: VII. SAFCA's Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of SAFCA and the general public are adequately protected.

5.1.2. **MAINTENANCE OF INSURANCE COVERAGE:** The Consultant shall maintain all insurance coverages in place at all times and provide SAFCA with evidence of each policy's renewal within ten (10) days after its anniversary date. Consultant is required by this Agreement to immediately notify Agency if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. Consultant shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.

5.2 Commercial General Liability and/or Commercial Automobile Liability:

5.2.1 **ADDITIONAL INSURED STATUS:** SAFCA, its governing board, officers, directors, officials, employees, registered agents and authorized volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant in performance of the Agreement; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no endorsed limitations on the scope of protection afforded to SAFCA, its governing board, officers, directors, officials, employees, registered agents and authorized volunteers.

5.2.3 PRIMARY INSURANCE: For any claims related to this Agreement, the Consultant's insurance coverage shall be endorsed to be primary insurance as respects SAFCA and the City of Sacramento, their governing boards, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by SAFCA, its governing board, officers, directors, officials, employees, registered agents or authorized volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

5.2.4 SEVERABILITY OF INTEREST: The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.2.5 SUBCONSULTANTS: Consultant shall be responsible for the acts and omissions of all its subconsultants at every tier and shall require all its subconsultants to maintain adequate insurance. Subconsultants shall carry insurance for Workers' Compensation to the full statutory limits.

5.3 Professional Liability:

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

5.4 Workers' Compensation:

5.4.1 WORKERS' COMPENSATION WAIVER OF SUBROGATION: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against SAFCA, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by the Consultant.

6. Notification of Claim

6.1 If any claims for damages is filed with Consultant or if any lawsuit is instituted against Consultant, that arise out of or are in any way connected with Consultant's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect SAFCA, Consultant shall give prompt and timely notice thereof to SAFCA. Notice shall not be considered prompt and timely if not given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.