

To: Olin Woods, Chair, and Members of the
Yolo Local Agency Formation Commission

From: Elisa Carvalho
Assistant Executive Officer

Date: May 16, 2011

Subject: Approve Selection of and Agreement with GST Consulting to Prepare the
Comprehensive Fiscal Analysis for the Proposed Incorporation of Dunnigan
(LAFCO No. 911)

Recommended Action

1. Approve selection of GST Consulting to prepare the Comprehensive Fiscal Analysis (CFA) for the Proposed Incorporation of Dunnigan as recommended by the LAFCO subcommittee.
2. Approve, and authorize Chair to sign, Agreement for Services between Yolo Local Agency Formation Commission and GST Consulting

Fiscal Impact

The applicant owes an additional \$2,386 in LAFCO fees for staff work related to the proposal, including interviews and selection of a consultant to prepare the CFA. The applicant also owes \$8,000 in remaining LAFCO deposit fees for a municipal service review, sphere of influence study, and environmental impact report. The initial \$2,000 deposit provided with the incorporation application has been exhausted.

As indicated in the Incorporation Application provided to the applicant, funds for consulting contracts are required to be paid by the applicant, in full, at the time of the consultant

COMMISSIONERS

★ *Public Member* Olin Woods, Chair ★
★ *County Member* Matt Rexroad, Vice Chair ★
★ *City Members* Stephen Souza, Skip Davies ★ *County Member* Don Saylor ★

ALTERNATE COMMISSIONERS

★ *Public Member* Robert Ramming ★ *City Member* Bill Kristoff ★ *County Member* Jim Provenza ★

STAFF

★ *Executive Officer* Elizabeth Castro Kemper ★ *Assistant Executive Officer* Elisa Carvalho ★
★ *Commission Clerk* Terri Tuck ★ *Commission Counsel* Robyn Truitt Drivon ★

selection process. The GST cost proposal is \$81,505. The applicant will be required to deposit \$81,505 with LAFCO to pay for the CFA before work can begin.

Reason for Recommended Action

The LAFCO subcommittee interviewed four consultants that submitted proposals for the CFA for the Proposed Dunnigan Incorporation. GST Consulting was selected by the LAFCO subcommittee due to its extensive CFA and LAFCO experience and knowledge and competitive cost proposal.

Background

Yolo LAFCO received four proposals in response to its Request for Proposals for a CFA for the Proposed Dunnigan Incorporation. On February 28, 2011, the Commission designated a LAFCO subcommittee, which included Commissioners Don Saylor and Stephen Souza and Assistant Executive Officer Elisa Carvalho, to review the CFA Proposals for the Proposed Dunnigan Incorporation. The subcommittee interviewed all four firms that submitted proposals. The Assistant Executive Officer verified references for the top two firms. The subcommittee selected a consultant based on its evaluation of the CFA proposals, interviews, and references.

Attachment:

Agreement for Services between Yolo Local Agency Formation Commission and GST Consulting

**AGREEMENT FOR SERVICES BETWEEN
YOLO LOCAL AGENCY FORMATION COMMISSION
AND
GST CONSULTING**

(Contract for Comprehensive Fiscal Analysis of Proposed Dunnigan Incorporation)

This agreement ("Agreement") is made and entered into as of May 16, 2011 by and between YOLO LOCAL AGENCY FORMATION COMMISSION (hereinafter referred to as "LAFCO"), organized and operating pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, et seq. and GST CONSULTING (hereinafter referred to as "CONSULTANT").

RECITALS

- A. LAFCO is a public agency of the State of California and is in need of professional fiscal analysis services for the following project: "Proposed Dunnigan Incorporation" (hereinafter referred to as "the Project").
- B. CONSULTANT is duly licensed and qualified to provide such services.
- C. The parties desire by this agreement to establish the terms for LAFCO to retain CONSULTANT to provide the services described herein.

AGREEMENT

Based on the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, LAFCO and CONSULTANT agree as follows:

1. Services.

CONSULTANT shall perform any and all work necessary for the completion of the tasks and services set forth in the "Scope of Services" attached hereto and incorporated herein as Exhibit "A," in a manner satisfactory to LAFCO. By execution of this Agreement, CONSULTANT warrants that (i) it has thoroughly investigated and considered the work to be performed; (ii) it has carefully examined the location or locations at or with respect to which the work is to be performed, as applicable; (iii) it fully understands the difficulties and restrictions attending the performance of the work provided for under this Agreement.

2. Compensation and Maximum Payment Amount.

a. Subject to paragraph 2(b) below, LAFCO shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B."

b. Prior to the tenth of each month, CONSULTANT shall submit to LAFCO

a statement for services and invoices itemizing the services rendered during the previous month. Within fifteen (15) working days after receipt of invoice, LAFCO shall determine whether and to what extent CONSULTANT has adequately performed the services for which payment is sought. If LAFCO determines that CONSULTANT has not adequately performed such services, LAFCO shall inform CONSULTANT of those acts which are necessary for satisfactory completion. LAFCO shall cause payment to be made to CONSULTANT within fifteen (15) working days from LAFCO's determination that CONSULTANT has adequately performed those services for which LAFCO has been invoiced.

c. In no event shall the total amount paid for services rendered by CONSULTANT pursuant to Exhibit "A" exceed the sum of \$81,505. This amount is inclusive of all meetings and reimbursable and sub consultant expenses.

d. LAFCO shall reimburse costs advanced by CONSULTANT on LAFCO's behalf, as well as other expenses, in addition to the amount billed for fees. These currently include, but are not limited to, automobile mileage and actual expenses away from CONSULTANT'S offices on LAFCO business, extraordinary photocopy charges and any costs of producing or reproducing photographs, documents, and other things necessary for the preparation or presentation of LAFCO business. All costs will be itemized on the monthly status report submitted by CONSULTANT to LAFCO. LAFCO shall not pay fees for travel to or from LAFCO's offices in the ordinary course of business or reimburse mileage to CONSULTANT.

3. Changes and Additions to Scope of Services.

a. If CONSULTANT estimates that any proposed change within the general scope of services set forth in Exhibit "A" causes an increase or decrease in the cost and/or the time required for performance of this Agreement, CONSULTANT shall so notify LAFCO of that fact in advance of commencing performance of such work. An agreed upon change will be reduced to writing, signed by the parties hereto, and will modify this Agreement accordingly.

b. LAFCO may request CONSULTANT to perform additional services not covered by the specific scope of services set forth in Exhibit "A", and CONSULTANT shall perform such extra services and will be paid for such extra services when they are reduced to writing, mutually agreed to, signed by the parties hereto, and made a part of this Agreement. LAFCO shall not be liable for payment of any extra services nor shall CONSULTANT be obligated to perform any extra services except upon such written amendment.

4. Maintenance of Records; Ownership of Documents.

a. Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by CONSULTANT and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by LAFCO.

b. All reports, software programs, as well as original data collected, original reproducible drawings, plans, studies, memoranda, computation sheets and other documents

assembled or prepared by CONSULTANT or furnished to CONSULTANT in connection with this Agreement shall be the property of LAFCO and delivered to LAFCO at completion of the project or termination of this Agreement, whichever occurs first. Copies of said documents may be retained by CONSULTANT, but shall not be made available by CONSULTANT to any individual or organization without the prior written approval of LAFCO.

Any use of completed documents for projects other than that covered by this Agreement and/or any use of uncompleted documents without specific written authorization from CONSULTANT will be at LAFCO's sole risk and without liability or legal exposure to CONSULTANT.

5. Term and Time of Performance.

The term of this Agreement shall be for eighteen (18) months from receipt and bank confirmation of full payment from the project proponent. CONSULTANT shall perform its services hereunder in a prompt and timely manner, in accordance with a Proposed Work Plan, Project Schedule, and Activity Schedule, which will be determined, and agreed to, by LAFCO and CONSULTANT subsequent to payment from the project proponent.

CONSULTANT shall commence performance of services upon receipt of the written Notice to Proceed from LAFCO after receipt and bank confirmation of full payment from the project proponent. The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

Neither LAFCO nor CONSULTANT shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. CONSULTANT shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government. CONSULTANT shall not discriminate against any employee or applicant for employment or any approved subcontractor, agent, supplier or other firm or person providing services to CONSULTANT in connection with this Agreement on the basis of race, color, creed, ancestry, national origin, religion, sex, marital status, or mental or physical disability. CONSULTANT shall take affirmative action to ensure

that applicants are employed, and that employees are treated during their employment, without regard to their race, color, creed, ancestry, national origin, religion, sex, marital status, and mental or physical disability. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

b. CONSULTANT shall assist LAFCO in obtaining and maintaining all permits required of CONSULTANT by Federal, State, and local regulatory agencies.

8. Standard of Care.

CONSULTANT shall perform the services under this Agreement in accordance with the accepted standards of the professional disciplines involved in the project. All work shall be completed to the reasonable satisfaction of LAFCO. If LAFCO reasonably determines that the work is not satisfactory, LAFCO shall have the right to: (i) meet with CONSULTANT to review CONSULTANT's work and resolve matters of concern; and/or (ii) require CONSULTANT to repeat unsatisfactory work at no additional charge until it is satisfactory.

9. Subcontracting.

CONSULTANT shall not subcontract any portion of the work or services required by this Agreement, except as expressly stated herein, without prior written approval of LAFCO. Subcontracts to subconsultants, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent CONSULTANT from employing as many employees as CONSULTANT may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor.

CONSULTANT is an independent contractor and not an employee of the LAFCO. Neither the LAFCO nor any of its employees shall have any control over the conduct of the CONSULTANT or any of CONSULTANT's employees, except as herein set forth, and CONSULTANT expressly warrants not to, at any time or in any manner, represent that CONSULTANT, or any of CONSULTANT's agents, servants or employees, are in any manner agents, servants or employees of the LAFCO, it being distinctly understood that CONSULTANT is and shall at all times remain as to the LAFCO a wholly independent contractor and that CONSULTANT's obligations to the LAFCO are solely such as are prescribed by this Agreement.

11. Integration.

This Agreement represents the entire understanding of LAFCO and CONSULTANT as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

12. Insurance.

a. CONSULTANT shall maintain occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

b. Automobile Liability

(1) At all times during the performance of the work under this Agreement the CONSULTANT shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned, and hired vehicles, in a form and with insurance companies acceptable to LAFCO.

(2) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 (ed. 6/92) covering automobile liability, Code 1 (any auto).

(3) The automobile liability program may utilize deductibles, but not a self-insured retention, subject to written approval by LAFCO.

(4) All such policies shall name LAFCO, the Commission and each member of the Commission, its officers, employees, agents and designated volunteers as Additional Insureds under the policies.

c. Workers' Compensation/Employer's Liability

(1) Workers' Compensation insurance shall cover CONSULTANT's employees as required by the California Labor Code. Before execution of this Agreement by LAFCO, CONTRACTOR shall file with LAFCO a signed Worker's Compensation Insurance Certification, in the form attached hereto as Exhibit "C".

(2) In the event that CONSULTANT has no employees, it shall file a certification that the CONSULTANT has no employees, in the form attached hereto as Exhibit "D". CONSULTANT shall require all subcontractors similarly to provide such compensation insurance for the respective employees.

d. Professional Liability (Errors and Omissions).

(1) At all times during the performance of the work under this Agreement the CONSULTANT shall maintain professional liability insurance, in a form and with insurance companies acceptable to LAFCO and in an amount indicated herein.

e. Minimum Policy Limits Required

(1) The following insurance limits are required for the Contract:

	<u>Combined Single Limit</u>
Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per employee
Professional Liability (errors and omissions)	\$1,000,000 per claim and aggregate

f. Evidence Required

Prior to execution of the Agreement, the CONSULTANT shall file with LAFCO evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 2010 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent). All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional primary insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(1) All policies shall contain a provision for 30 days advance written notice by the insurer(s) to LAFCO of any cancellation. Statements that the carrier "will endeavor" and "that failure to mail such notice shall impose no obligation and liability upon the company, its agents or representatives," will not be acceptable on certificates.

(2) All policies shall contain a provision stating that the CONSULTANT's policies are primary insurance and that the insurance of LAFCO or any Additional Insured shall not be called upon to contribute to any loss.

h. Additional Insurance Provisions

(1) The foregoing requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT, and any approval of said insurance by LAFCO, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the CONSULTANT pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(2) If at any time during the life of the Agreement, the CONSULTANT fails to maintain in full force any insurance required by the Agreement, LAFCO may terminate the Agreement.

(3) The CONSULTANT shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

(4) LAFCO may require the CONSULTANT to provide complete copies of all insurance policies in effect for the duration of the Project.

(5) Neither LAFCO nor the Commission, nor any member of the Commission, nor any of the directors, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

13. Indemnification.

CONSULTANT agrees to protect, save, defend and hold harmless LAFCO and its Commission and each member of the Commission, officers, agents and employees from any and all claims, liabilities, expenses or damages of any nature, including attorney fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of or in any way connected with the negligent acts, errors or omissions or willful misconduct by CONSULTANT, CONSULTANT's agents, officers, employees, subconsultants, or independent consultants hired by CONSULTANT under this Agreement. The only exception to CONSULTANT's responsibility to protect, save, defend and hold harmless LAFCO, is due to the sole negligence, willful misconduct or active negligence of LAFCO. This hold harmless Agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification, etc. to be provided by CONSULTANT.

14. Disputes, Laws, Venue, and Attorneys' Fees.

a. Disputes. In the event of any dispute arising under this Agreement, the injured party shall notify the defaulting party in writing of its contentions by submitting a claim therefore. The injured party shall continue performance of its obligations hereunder so long as the defaulting party immediately commences to cure such default and completes the cure of such default with reasonable diligence and in no event to exceed 30 days after service of the

notice, or such longer period as may be permitted by the injured party; provided, that if the default results in an immediate danger to the health, safety, and general welfare, LAFCO may take such immediate action as LAFCO deems warranted.

b. Retention of Funds. LAFCO may withhold from any monies payable to CONSULTANT sufficient funds to compensate LAFCO for any losses, costs, liabilities or damages suffered by LAFCO due to default of CONSULTANT in the performance of the services required by this Agreement.

c. Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party shall impair such right or remedy or be construed as a waiver. LAFCO's consent or waiver of one act or omission by CONSULTANT shall not be deemed to constitute a consent or waiver of LAFCO's rights with respect to any subsequent act or omission by CONSULTANT. Any waiver by either party of any default must be in writing.

d. Rights and Remedies are Cumulative. Except as may be expressly set forth in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies or other rights or remedies as may be permitted by law or in equity shall not preclude the exercise by such party, at the same or different times, of any other rights or remedies to which such party may be entitled.

e. Laws, Venue, Attorney's Fees. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Yolo, State of California, and CONSULTANT agrees to submit to the personal jurisdiction of such court. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney fees, as determined by the court.

15. Termination or Abandonment.

a. LAFCO has the right to terminate or abandon any portion or all of the work under this Agreement, for any reason, with or without cause, by giving ten (10) calendar days written notice to CONSULTANT. In such event, LAFCO shall be immediately given title and possession to all original field notes, drawings and specifications, written reports, and other documents produced or developed for that portion of the work completed and/or being abandoned. LAFCO shall pay CONSULTANT the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by LAFCO and CONSULTANT of the portion of such task completed but not paid prior to said termination. LAFCO shall not be liable for any costs other than the charges or portions thereof which are specified herein. CONSULTANT shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. CONSULTANT may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to LAFCO only in the event of substantial failure by LAFCO to perform in accordance with the terms of this Agreement through no fault of CONSULTANT.

16 Organization.

CONSULTANT shall assign Gary Thompson as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of LAFCO.

17. Notice.

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

LAFCO:
625 Court Street
Suite 203
Woodland, CA 95695
Attn: Elisa Carvalho

CONSULTANT:
GST Consulting
90 Tierra Plano
Rancho Santa Margarita, CA 92688
Attn: Gary Thompson

18. Third Party Rights.

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than LAFCO and the CONSULTANT.

19. Severability.

The unenforceability, invalidity, or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

20. Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Local Agency Formation Commission

GST Consulting

By: _____
Olin Woods, Chair

By: _____
Gary Thompson, Principal/Project
Manager

Approved as to form:

Commission Counsel
Yolo Local Agency Formation Commission

EXHIBIT A

Scope of Services

The proposed Scope of Services for this Agreement consists of, but may not be limited to, the tasks set out below and further detailed in the GST Consulting Proposal for the Proposed Incorporation of Dunnigan Comprehensive Fiscal Analysis. Initiation of the Scope of Services shall begin upon receipt of the written **Notice to Proceed** from LAFCO after receipt and bank confirmation of full payment from the project proponent.

TASK 1: Develop Outline/Schedule for Comprehensive Fiscal Analysis (hereinafter referred to collectively as "CFA")

- Initial meetings
- Outline study objective and process
- Determine boundaries and mapping needs
- Tour site area

Meeting(s): Kick-off meeting to include LAFCO, proponents, County, and other affected agency staff

Deliverable(s): Boundary Alternatives

TASK 2: Develop and Distribute Agency Data Requests

- Inventory of service/revenue providers
- Prepare and deliver initial data requests

Meeting(s): As needed

Deliverable(s): Data request letters

TASK 3: Collect/Correlate Data

- Collect and compile data
- Provide data to LAFCO
- Review and receive comments on data by LAFCO

Meeting(s): As needed

Deliverable(s): Bi-weekly Status Reports

EXHIBIT A (Continued)

Scope of Services

TASK 4: Analyze Data & Develop Municipal Service Plan & Fiscal Model

- Develop base year data
- Analyze and determine recommended service delivery options
- Develop 10-year fiscal projections
- Inventory boundary options and corresponding revenues/costs and final effects of incorporation
- Identify county-owned assets within incorporation area
- Calculate estimated property tax transfer
- Develop estimated revenue neutrality mitigation amount
- Determine fiscal feasibility, development assumptions, and revenue/cost projections
- Identify impediments to projected new development
- Develop estimated transition year budget and estimated County repayment plan
- Develop and identify anticipated start-up capital and staffing costs and any known liability costs that may become City responsibility
- Identify and analyze comparable cities for staffing, salary, revenue, and cost comparisons
- Develop pre-revenue neutrality fiscal feasibility

Meeting(s): As needed

Deliverable(s): Electronic preliminary draft copy of 10-year fiscal model

TASK 5: Development and Delivery of “Administrative Draft” CFA to include the following:

- The ten year model forecast incorporating the data and analysis developed in Task #3 and #4
- General assumptions and methodologies used in development of the analysis
- Specific assumptions and methodologies utilized for projecting specific revenues and costs and future growth and development
- Existing and proposed municipal service provides and effects on service delivery
- Comparable cities analysis
- Determination of pre-revenue neutrality sustainable feasibility, and a preliminary revenue neutrality mitigation calculation
- Determination of the calculated Property Tax Transfer
- Calculated Provisional Appropriations Limit (Gann Limit)
- Sensitivity analysis to analyze impact on variations in revenue and expenditure

EXHIBIT A (Continued)

Scope of Services

- Growth assumptions

Meeting(s): Revenue neutrality negotiations as needed and if within scope of work
Deliverable(s): Administrative Draft CFA, LAFCO presentation

TASK 6: Develop and Deliver the “Public Review Draft” CFA

- Incorporate comments made on the Administrative Draft CFA
- Incorporate revenue neutrality negotiated settlement fiscal terms, if completed
- Presentation of the CFA
- Support of revenue neutrality negotiations as needed and allowed
- Provide model variation spreadsheets as required during the negotiation process
- Provide settlement options as requested

Meeting(s): LAFCO workshops, revenue neutrality meetings
Deliverable(s): Revenue Neutrality Agreement, Public Review Draft CFA

TASK 7: Develop and Deliver the Final “Public Hearing” CFA

- Incorporate comments on the Public Review Draft
- Incorporate final revenue neutrality negotiated settlement
- Develop “Response to Comments” document for Public Hearing proceedings

Meeting(s): Public Hearing meetings
Deliverable(s): Response to Comments document, Public Hearing Draft, Final CFA

The Scope of Work and project schedule relating to the development of CFA will be further delineated in a work plan, which will be determined, and agreed to, by LAFCO and CONSULTANT subsequent to receipt and bank confirmation of full payment from the project proponent.

EXHIBIT B

Schedule of Charges/Payments

CONSULTANT shall submit statements for services to LAFCO pursuant to paragraph 2(b) for the life of the Project or termination of this Agreement pursuant to paragraph 15(b) of the Agreement. Statements for services shall itemize charges as they relate to the completion of tasks defined in Exhibit A. Statements for services shall reflect the hourly rate of CONSULTANT identified in the table shown below in this Exhibit B.

Charges relating to the delivery of the “Final” CFA as defined in the Scope of Services shall not exceed \$81,505, inclusive of out-of-pocket expenses. The schedule of tasks is as follows:

STAFF	HOURLY RATE	TASK*	DELIVERABLE	TASK AMOUNT
Principal/Project Manager and Senior Planner	\$90	Task 1	Boundary Alternatives	\$5,585
Principal/Project Manager and Senior Planner	\$90	Task 2	Data request letters	\$1,800
Principal/Project Manager and Senior Planner	\$90	Task 3	Bi-weekly Status Reports	\$9,390
Principal/Project Manager and Senior Planner	\$90	Task 4	Electronic preliminary draft copy of 10-year fiscal model	\$32,760
Principal/Project Manager and Senior Planner	\$90	Task 5	Administrative Draft CFA, LAFCO presentation	\$12,830
Principal/Project Manager and Senior Planner	\$90	Task 6	Revenue Neutrality Agreement, Public Review Draft CFA	\$10,290
Principal/Project Manager and Senior Planner	\$90	Task 7	Response to Comments document, Public Hearing Draft, Final CFA	\$8,850
TOTAL				\$81,505

*As referenced in Exhibit A

EXHIBIT C

WORKER'S COMPENSATION INSURANCE CERTIFICATION

WORKERS' COMPENSATION DECLARATION

I hereby affirm under penalty of perjury one of the following declarations:

(ONE OF THE BOXES BELOW MUST BE CHECKED)

I have and will maintain a certificate of consent from the California Labor Commission to self-insure for workers' compensation, as provided for by Section 3700 of the Labor Code, for the performance of the work to be performed under this contract.

I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work to be performed under this contract. My workers' compensation insurance carrier and policy number are:

Carrier _____

Policy Number _____

I certify that, in the performance of the work on this contract, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that, if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

Date: _____

Applicant: _____

WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

EXHIBIT D

CERTIFICATE THAT NO WORKERS' COMPENSATION INSURANCE
IS REQUIRED (ALTERNATE /IF APPLICABLE)

I hereby certify that CONSULTANT has no employees, that no employees will perform services with respect to the Project that it is the subject of this Agreement, and, accordingly, that no workers' compensation insurance need be maintained pursuant to applicable provisions of law. CONSULTANT hereby agrees to indemnify, defend, and hold harmless Yolo LAFCO and all of its officials, employees, and agents from and against any and all claims, liabilities, and losses relating to personal injury or death, economic losses, and property damage arising out of CONSULTANT's failure to provide such worker's compensation insurance.

Dated: _____, 20____

Contracting Firm

By: _____

Title

Address
