

Yolo Local Agency Formation Commission Request For Proposal



To prepare the

Yolo County Water Districts Combined Municipal Service Review/ Sphere of Influence Study

Including:

Dunnigan Water District

Yolo County Flood Control and Water Conservation District

Yolo-Zamora Water District

Response due by
Wednesday, December 19, 2012 at 4:00 pm

Issued November 14, 2012

YOLO LOCAL AGENCY FORMATION COMMISSION REQUEST FOR PROPOSAL

The Yolo County Local Agency Formation Commission (LAFCo) is seeking qualified candidates to prepare a combined Municipal Service Review (MSR) and Sphere of Influence (SOI) study for the Dunnigan Water District, Yolo County Flood Control and Water Conservation District and Yolo-Zamora Water District (Exhibit C).

Agency Descriptions

The Dunnigan Water District is 15.6 square miles in size and provides agricultural water from the Tehama-Colusa Canal. It operates production, storage, transmission and distribution of water for irrigation, domestic industrial and municipal purposes, as well as any drainage or reclamation works connected with such undertakings. The Dunnigan Water District has an adopted Sphere of Influence (Exhibit D).

The Yolo County Flood Control and Water Conservation District (YCFCWCD) is 306 square miles in size and manages the use of surface and groundwater resources for irrigation and drainage for agricultural lands. The YCFCWCD also has an adopted Sphere of Influence (Exhibit D and E).

The Yolo-Zamora Water District is 32.3 square miles in size and was created with the intention to provide agricultural water. However, the Yolo-Zamora Water District does not have a secured source of surface water and does not provide any service. The 2005 MSR/SOI recommended that the Yolo-Zamora Water District be dissolved; however, this recommendation was never acted upon. This 2012/13 MSR/SOI should include analysis and an informed recommendation regarding the pros and cons of dissolution and how the existing district could be absorbed by the remaining two districts. The Yolo-Zamora Water District Sphere of Influence is coterminous with its district boundary.

Municipal Service Review (MSR) Guidelines

The Cortese-Knox-Hertzberg Act (California Government Code Section 56430) requires that LAFCo complete a municipal service review (MSR) to develop baseline information for updating spheres of influence (SOI). The MSR must be done before or in conjunction with the SOI. The statute sets forth the form and content of the municipal service review, which must inform the Commission on the following seven issues:

1. Growth and population projections for the area.
2. The location and characteristics of any disadvantaged unincorporated communities within or contiguous to the sphere of influence.
3. Capacity of public facilities, adequacy of public service and infrastructure needs or deficiencies.
4. Financial ability of agencies to provide services.
5. Status of, and opportunities for, shared services.
6. Accountability for community service needs, including governmental structure and operation efficiencies.
7. Any other matter related to effective or efficient service delivery.

Yolo County LAFCo has methodology guidelines for preparation of municipal service review and sphere of influence studies on its website, www.yololafco.org, under "LAFCo policies". The Governor's Office of Planning and Research has additional information for preparing service reviews as well as any other sections by reference in Government Code sections relating to the MSR studies.

Sphere of Influence (SOI) Guidelines

In determining the sphere of influence of each local agency, the SOI study should consider and prepare a written statement of determinations with respect to each of the following:

1. The present and planned land uses in the area, including agricultural and open-space lands.
2. The present and probable need for public facilities and services in the area.
3. The present capacity of public facilities and adequacy of public services that the agency provides or is authorized to provide.
4. The existence of any social or economic communities of interest in the area if they are relevant to the agency.
5. The present and probable need for those public facilities and services of any disadvantaged unincorporated communities within the existing sphere of influence (Yolo LAFCo has adopted a list of unincorporated communities in accordance with SB 244 that is available online).

These references, as well as any other sections referred to in Government Code, should be considered as part of the document to be produced.

Expectations of the Consultant

The successful firm or individual(s) will accomplish the following:

1. Research and investigate the standards, factors and criteria required by government code and local Yolo LAFCo policies for the preparation and writing of Municipal Services Reviews and Sphere of Influence studies for special districts, including the Guidelines for the Preparation of Municipal Service Plans and Determination of Sphere of Influence lines. The Cortese-Knox-Hertzberg Act (Government Code 56000, et. al) and any guidelines provided by the Governor's Office of Planning and Research are base documents for these studies. As part of these reviews, the consultant should also:
 - a) Focus on fiscal health indicators and financial viability of the agencies
 - b) Be proactive in identifying issues and make innovative yet practical solutions for agencies in need of new service and policy options
 - c) Incorporate opportunities for shared services and/or consolidations where appropriate
 - d) Provide logical and reasonable recommendations that are concise yet well supported
 - e) Prepare appropriate charts, graphs and maps for the specified study to provide clear, accurate and organized documentation for the MSR/SOI
 - f) Recommend findings, conclusions and actions to present to the Commission for their determination based on the research done in this study

The consultant is expected to use any and all available information relevant to both the MSR and SOI including interviews, surveys, previous research, reports, engineering reports, adopted district budgets, audit reports, state department reports, local health department reports, county general plans, previous MSR/SOI studies, authorities under

the law, etc. Sufficient data and information should be collected to construct a clear, concise and comprehensive report.

The report should reflect local LAFCo policies, which include agricultural conservation, affordable housing policies, water policies, sphere of influence methodology, standards of evaluation, and proposal policies and procedures. Specific information can be found on the Yolo LAFCo website www.yololafco.org.

Identification and evaluation of existing issues concerning the services provided by the districts and their ability to maintain the level of service necessary to meet local and state standards should be included in the reports. Inclusion and review of engineering considerations should be made a part of the overall document as appropriate. Alternative organizational approaches to provide services at regulated levels will be a required and very important section of the final reports. Shared services and providing high quality municipal services with “right-sized” government agencies is a priority of the Yolo LAFCo Commission. Innovative approaches to providing service for these communities are encouraged.

Yolo County LAFCo is committed to providing municipal service reviews and sphere of influence studies conducted in a fair, accurate and objective manner. The intent is to provide valuable and practical conclusions for improvements to service provision where possible. Also, the Commission wishes to provide effective and meaningful opportunities for public participation in the review process.

MSR/SOI Process and Deliverables

Preparation of the report will include the following steps:

1. Data collection: including but not limited to soliciting districts for information, interviews, research of existing information and documents available.
2. Review, interpretation and analysis: review and analysis of all the information collected, including engineering reports and financial data.
3. Mapping: GIS layers are currently available for the district boundaries but not the existing SOI boundaries. It is a goal of this study to create a SOI data layer for the subject districts that will integrate with LAFCo’s GIS database administered by the County. County GIS base maps are available at the link below. GIS mapping shall be in an ESRI compliant format, NAD 1983 State Plane California Zone II Projected (US Feet) Coordinate System, referenced to street centerlines and/or parcel lines.

<http://www.yolocounty.org/Index.aspx?page=823>

4. Produce Administrative Draft MSR/SOI with appropriate findings, determinations and recommendations for LAFCo staff review (3 hard copies plus electronic version). A copy of all the information referenced and used during the data collection process should be included.
5. Incorporate comments, edits and corrections and submit Draft MSR/SOI to Yolo LAFCo for distribution to the Commission and affected and interested agencies for comment (15 hard copies plus electronic version). Attendance at the LAFCo meeting releasing the draft MSR/SOI is required.
6. Preparation of final draft addressing comments from LAFCo Commission, LAFCo staff, affected and interested agencies and the public, including findings,

determinations and recommendations (15 hard copies plus electronic version). Attendance at the Commission meeting(s) approving the final MSR/SOI is required.

7. Yolo LAFCo will be responsible for determining the appropriate level of environmental review and preparing all CEQA documentation for the MSR/SOI. CEQA analysis should not be included in the proposal.
8. Following Commission approval of the MSR/SOI, please provide LAFCo with 10 hard copies plus an electronic version (both PDF and word versions) for distribution.

Contents of Proposal

The proposal shall be specifically responsive to this request and shall include, but not necessarily be limited to, the following:

1. General statement by the firm or individual about the proposal including an understanding and general approach to accomplishing the work as outlined. The statement should demonstrate the experience and qualifications to perform the required duties.
2. Specifically substantiated statement of the firm or individual's qualifications to perform the work, ability to stay within budget, and meet deadlines.
3. Identification and designation of the individual(s) who would perform the work, including resumes documenting their experience and competence to perform that work. Note that any subsequent changes in staff performing the work will require prior approval by LAFCo.
4. General time line and scope of work required to complete the documents in the most efficient and timely manner. The timeline should identify numerous check-in meetings with LAFCo staff as appropriate.
5. General proposal costs including identification of basic work tasks including a list of the firm's hours/rate structure for completing the scope of work. The costs should specify deliverables and number of meetings/presentations included in the fee.
6. List of references.
7. Sample of comparable study or report prepared by your firm.

Application deadline is Wednesday, December 19, 2012 at 4:00 pm.

Evaluation Process

Yolo LAFCo staff will review each proposal and evaluate the ability of each individual or firm to meet the expectations defined herein. References will be contacted. The proposals will be ranked and the top firms will be invited to an interview with LAFCo staff, LAFCo Commission representative(s) and potentially representatives from the subject agencies. A consultant will then be selected and the contract approval process will begin. LAFCo may modify this evaluation process as appropriate.

Consultant Selection

The following attributes will be considered in determining the award of the contract:

1. Understanding of the project and commitment to meet the expectations outlined in this Request for Proposal
2. Ability to work well with LAFCo and subject agency staff
3. Expertise with writing MSR/SOIs
4. Ability to produce a clear, well-researched and definitive product
5. Ability to demonstrate or create contacts with state regulatory agencies as required for the project
6. Provide clear and reasonable outline of cost estimates and past performance with staying within budget

Additional Information

Insurance:

The form of contract includes standard form insurance requirements and standard form insurance certificates, which are utilized by the Yolo County Public Agency Risk Management Insurance Authority (YCPARMIA), a self-insurance joint powers agency, of which Yolo LAFCo is a member. A copy of YCPARMIA's "Insurance Requirements Guidelines" is attached (Exhibit A), as is a draft contract (Exhibit B).

Contract Provisions:

Yolo LAFCo reserves the right to reject any and all proposals, waive any irregularity in the proposals and/or to conduct negotiations with any firms, whether or not they have submitted a proposal. The Commission's initial draft of the contract form to be used for agreements is attached to this RFP. Although the attached draft is subject to revision before execution by the parties, by submission of a proposal or statement of qualification the potential contractor indicates that except as specifically and expressly noted in its submission, it has no objection to the attached draft contract or any of its provisions, and if selected will enter into a final agreement based substantially upon the attached draft contract.

Consultants:

During the preparation phases, Yolo LAFCo reserves the right to hire consultants as necessary, in its discretion, to represent Yolo LAFCo in this project.

Submittal

Any questions regarding this proposal shall be submitted in writing to lafco@yolocounty.org.

Proposals shall be submitted to:

Yolo Local Agency Formation Commission
625 Court Street, Suite 203
Woodland CA 95695

Proposal deadline:

Wednesday, December 19, 2012, 4:00 pm

Respectfully requested,

Christine M. Crawford AICP, Executive Officer

Exhibits

- A. Insurance Requirements
- B. Sample Contract
- C. District boundary map
- D. Dunnigan Water District and Yolo County Flood Control and Water Conservation District SOI map
- E. Yolo County Flood Control and Water Conservation District SOI Map

EXHIBIT A

SERVICE CONTRACT INSURANCE REQUIREMENTS

- A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.
1. Minimum Coverages (as applicable) - Insurance coverage shall be with limits not less than the following:
 - a. **Comprehensive General Liability** – \$1,000,000/occurrence and \$2,000,000/aggregate
 - b. **Automobile Liability** – \$1,000,000/occurrence (general) and \$500,000/occurrence (property) [include coverage for Hired and Non-owned vehicles.]
 - c. **Professional Liability/Malpractice/Errors and Omissions** – \$1,000,000/occurrence and \$2,000,000/aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, the contractor must provide this insurance. If not, then this requirement automatically does not apply.)
 - d. **Workers' Compensation** – Statutory Limits/**Employers' Liability** - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)
 2. The LAFCo, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. (Evidence of additional insured may be needed as a separate endorsement due to wording on the certificate negating any additional writing in the description box.)
 3. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the LAFCo Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.
 4. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the LAFCo's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.
 5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the LAFCo Risk Manager.

6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Director (ten (10) days for delinquent insurance premium payments).
 7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise approved by the LAFCo Risk Manager.
 8. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.
 9. For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects the LAFCo, its officers, agents, employees and volunteers. Any insurance maintained by the LAFCo shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.
 10. The insurer shall waive all rights of subrogation against the LAFCo, its officers, employees, agents and volunteers.
- B.** Prior to commencing services pursuant to this Agreement, Contractor shall furnish the Director with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the LAFCo Risk Manager before work commences. Upon LAFCo's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.
- C.** During the term of this Agreement, Contractor shall furnish the Director with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon LAFCo's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

SAMPLE CONTRACT

AGREEMENT No. _____

(Agreement for a Municipal Services Review/ Sphere of Influence Study/CEQA Initial Study
for Name of City / District)

This Agreement is made and entered into this day of , 20 , by and between the Yolo County Local Agency Formation Commission, a local agency formation commission duly organized in accordance with the law of the State of California (herein referred to as "Commission"), and Consultant Name (herein referred to as "Consultant").

WITNESSETH

WHEREAS, the Commission is required to provide municipal services reviews/sphere of influence studies for all local governmental agencies within the County of Yolo; and

WHEREAS, the Commission is authorized by Government Code Section 56375(k) to enter into contracts to carry out and effect the functions of the Commission; and

WHEREAS, the Commission issued a request for proposal to provide professional expertise and services as necessary to prepare a municipal services review, sphere of influence and environmental initial study for the City/District; and

WHEREAS, Consultant submitted a proposal to provide such services; and

WHEREAS, the parties have developed a Scope of Work describing the services to be provided by Consultant, a copy of which is attached as Exhibit A; and

WHEREAS, Consultant has represented and warrants to the Commission that it has the necessary training, experience, expertise and competency to provide the municipal services review, sphere of influence and environmental initial study for the City/District, at a cost to the Commission as herein specified, that it will be able to perform the herein described services at acceptable cost to the Commission by virtue of its current and specialized knowledge of relevant data, issues, and conditions, and that it will do so in a manner consistent with Commission policies and procedures and the law as set out in Government Code Sections 56000 et seq. and all other applicable laws and regulations; and

WHEREAS, Consultant understands that the Commission is relying on the above representations by Consultant entering this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth below the Commission and Consultant hereby agree as follows:

I. BASIC SERVICES

- A. Consultant shall prepare and provide a municipal services review, sphere of influence and environmental initial study of the City/District in a manner satisfactory to the Commission's Executive Officer ("Executive Officer"). More specifically, Consultant shall perform the work set forth in Exhibit A in a manner satisfactory to the Executive Officer, in accordance with all applicable Federal, State and Local laws and regulations, and all terms and conditions set forth in this Agreement. These services include the following tasks:

- Task 1:** Prepare and submit administrative draft of City/District Municipal Services Review and Sphere of Influence, including content, and format, including data collection and updating information and discussions with interested parties.
Payment of \$_____.
- Task 2:** Prepare and present Draft Municipal Services Review/Sphere of Influence Study and Environmental Initial Study for receipt by Commission at public meeting.
Payment of \$_____.
- Task 3:** Prepare and present Final Municipal Services Review/Sphere of Influence Study and Initial Study at public meeting/hearing.
Payment of \$_____.

- B. Consultant will provide all facilities, equipment, personnel, labor and materials necessary to provide the foregoing services in accordance with this Agreement.
- C. Consultant shall perform all services required hereunder in a satisfactory and professional manner and shall conform to the standards of quality, practice and competence normally displayed by a person in the Consultant's business or profession in this area. The Consultant shall devote such time and effort to the performance of the services required pursuant to this Agreement as may be necessary for the satisfactory performance of the Consultant's obligations hereunder.
- D. This Agreement includes the following exhibits, which are attached to this Agreement and are incorporated herein by this reference:

- Exhibit A: Scope of Work
- Exhibit B: Hourly Rates

In the event of any conflict between any of the provisions of this Agreement (including Exhibits), the provision that requires the highest level of performance from Consultant for the Commission's benefit shall prevail.

II. ADDITIONAL SERVICES

Consultant shall furnish and perform any additional services related to the Project but beyond the scope of services described above (including but not limited to Exhibit A) as are mutually agreed to by Contractor and the Executive Officer; insofar as they do not fall within the scope of the basic services required of Consultant under Section I hereinabove and cause the Consultant extra expenses, and if authorized in advance in writing by the Executive Officer and the Consultant, and subject to the maximum compensation limits set forth in subSection IIIB, below. Consultant shall provide such services in a manner satisfactory to the Director and in accordance with, and generally accepted industry standards.

III. COMPENSATION AND REIMBURSEMENT OF SERVICES

A. For the services required by this Agreement, and as each specified task described in Article I above is completed, and subject to the condition that the specified task has been completed in a manner satisfactory to the Executive Officer, Consultant shall be compensated the amount for each task as set forth in Article I; provided, however, that the total amount of

compensation to be paid Consultant for the services described in Article I shall not exceed \$_____.

B. Insofar as they do not fall within the scope of the basic services required of Consultant under Section I and cause the Consultant extra expenses, and if authorized in advance in writing by the Executive Officer, for the services described in Section II above, and subject to the condition that the services to date have been completed in a manner satisfactory to the Executive Officer, Consultant shall be compensated at the rates set forth in Exhibit B; provided however, that the total compensation payable to Consultant for such services shall not exceed (\$_____) for all services required of Consultant pursuant to Section II above.

C. All reimbursement for expenses incurred by Consultant in the performance of this Agreement is included in the foregoing amounts.

IV. METHOD OF PAYMENT

A. Within thirty (30) days of the completion of each task identified in Article I in a manner that is satisfactory to the Executive Officer, the Consultant shall submit an invoice detailing the services provided and the person(s) providing the service; if the invoice is for Additional Services, it shall also include the amount of time spent providing the services calculated to one-tenth of an hour, the rate per hour charged, and an itemization of the actual expenses for which reimbursement is requested. If requested by the Executive Officer, Consultant shall provide any further documentation to verify the compensation and reimbursement sought by Consultant. All claims are subject to audit verification.

B. Within fifteen (15) calendar days of the receipt of Consultant's detailed invoice, the Executive Officer shall either authorize payment or advise Consultant in writing of any concerns that the Executive Officer has with the invoice or any need for further documentation.

C. Within thirty (30) calendar days of authorization by the Executive Officer for payment of an invoice, the County Auditor-Controller shall either authorize payment of the compensation sought and/or payment of the reimbursement of expenses sought or advises Consultant in writing of any concerns that the County Auditor-Controller has with the request or any need for further documentation.

D. Notwithstanding anything to the contrary in this Agreement, an amount equal to five percent (5%) of each task invoice submitted by Consultant, shall be withheld until completion of the project that is acceptable to the Executive Officer. Upon such completion, and if Consultant is otherwise in full compliance with the terms of this agreement, the Executive Officer shall promptly remit all withheld monies to Consultant.

V. REPORTS

Consultant shall be responsible for submitting appropriate drafts and updates to the Commission staff as specified in the Scope of Work or as otherwise reasonably requested by the Commission or the Executive Officer. Consultant shall submit project progress reports as reasonably requested by the Commission or Executive Officer. Final report shall be provided in Word format on a computer disc, or e-mailed as a Word attachment, to the Yolo County LAFCO. All payments to the Consultant are contingent upon timely receipt and completion of the required components.

VI. RECORDS RETENTION

Consultant will maintain all records pertaining to this Agreement, including but not limited to service delivery, fiscal and administrative controls, for four (4) years after final payment has been made under the terms of this Contract. Upon request, the Consultant shall promptly make these records available to the Commission at any reasonable time. At least thirty (30) calendar days prior to any destruction of these records following the four years, Consultant shall notify the Commission. Upon such notification, the Commission shall either agree to the destruction or authorize the records to be forwarded to the Commission for further retention.

VII. DISPUTES

Any dispute arising under this Agreement shall be decided by the Commission Chair, who shall put his or her decision in writing and mail a copy thereof to the address for the notice to Consultant. The decision of the Chair shall be final unless, within thirty (30) days from the date such copy is mailed to Consultant, Consultant appeals the decision in writing to the full Commission. Any such written appeal shall detail the reasons for the appeal and contain copies of all documentation supporting Consultant's position. 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 to the Commission at a regular Commission meeting. Pending a final decision of the dispute, Consultant shall proceed diligently with the performance of this Agreement and in accordance with the Chair's decision. The decision of the Commission on the appeal shall be final for purposes of exhaustion of administrative remedies.

VIII. TERM AND TERMINATION

- A. The term of this Agreement shall be from date. The Consultant shall commence performance under this Contract on the date of its execution.
- B. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not less than fifteen (15) days to cure the default. Such notice shall describe the default, and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said thirty-day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than fifteen (15) days advance written notice. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.
- C. This Agreement is subject to the Commission appropriating and approving sufficient funds for the activities required of the Consultant pursuant to this Agreement. If the Commission's adopted budget does not contain sufficient funds for this Agreement, the Commission may terminate this Agreement by giving notice ten (10) days thereof to the Consultant, in which event the Commission shall have no obligation to pay the Consultant any further funds or provide other consideration and the Consultant shall have no obligation to provide any further services under this Agreement.

IX. APPLICABLE LAWS; REQUIRED LICENSES

- A. Consultant shall observe and comply with all applicable laws, ordinances, codes and regulations

of all governmental agencies having jurisdiction over the scope of services or any part hereof. All services performed by the Consultant must be in accordance with these laws, ordinances, codes and regulations. Consultant shall indemnify and save the Commission harmless from any and all liability, liens, penalties and consequences from any non-compliance or violations of such laws, ordinances, codes and regulations.

- B. Consultant shall secure and maintain throughout the term of this Agreement all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for Consultant to provide the services required in this Agreement.

X. NON-DISCRIMINATION IN SERVICES AND BENEFITS

- A. Consultant certifies that any service provided pursuant to this Agreement shall be without discrimination based on color, race, creed, national origin, religion, sex, age, or physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by State and federal law; nor on the basis of sexual preferences as determined by federal, State, or local regulations; except as may be required by federal, State or local regulations or other administrative directives established by the Commission. For the purpose of this Agreement, distinctions on the grounds of race, color, creed, or national origin include but are not limited to the following: denying a participant any service or benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by other receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services on the basis of race, color, creed, or national origin of the participants to be served.
- B. If Consultant has 50 or more employees, Consultant shall develop a written Affirmative Action Compliance Program. If Consultant has fewer than 50 employees, it shall comply with Section 202 of Part II of Executive Order 11346, as amended by Executive Order 11375.

XI. CONSULTANT'S RESPONSIBILITIES

Consultant shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement. In addition, Consultant shall indemnify, defend and hold harmless the Commission, its officers, agents, and employees from and against any and all claims, demands, losses, defense costs, expenses (including attorney fees) or liability of any kind or nature, for personal injury or property damage arising out of or, as a result of litigation or administrative proceeding(s), alleged to arise out of:

- (1) Any negligent act, error or omission of Consultant, its officers, agents or employees, in performing the services, responsibilities or duties required of Consultant by this Agreement; or
- (2) Any breach of any statutory, regulatory, contractual or legal duty of any kind related, directly or indirectly, to the services, responsibilities or duties required of Consultant by this Agreement.

In providing any defense under this Paragraph, Consultant shall use counsel reasonably acceptable to the Commission Counsel and Consultant's insurance carrier. The provisions of this Paragraph shall survive the termination or expiration of this Agreement.

XII. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

A. During the term of this Agreement, Consultant shall at all times maintain, at its expense, comprehensive general liability insurance, Workers' Compensation and Employers' Liability insurance as required by the State of California, professional liability insurance and automobile liability insurance. The comprehensive general liability insurance shall include broad form property damage insurance.

1. Minimum Coverage (as applicable) - Insurance coverage shall be with limits not less than the following:
 - a. **Comprehensive General Liability** - \$1,000,000 per occurrence and \$2,000,000 aggregate
 - b. **Automobile Liability** - \$1,000,000 per occurrence (general) and \$500,000 per occurrence (property) [include coverage for Hired and Non-owned vehicles.]
 - c. **Professional Liability/Malpractice/Errors and Omissions** - \$1,000,000 per occurrence and \$2,000,000 aggregate (if any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, the consultant must provide this insurance. If not, then this requirement automatically does not apply.)
 - d. **Workers' Compensation – Statutory Limits/Employers' Liability** - \$1,000,000 per accident for bodily injury or disease (If there are no employees, this requirement automatically does not apply.)
2. The Commission, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability insurance. (Evidence of additional insured may be needed as a separate endorsement due to wording on the certificate negating any additional writing in the description box.)
3. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the Executive Officer specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Consultant changes insurance carriers Consultant shall purchase "tail" coverage covering the term of the Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Consultant changes to a new carrier prior to receipt of any payments due.
4. The Consultant shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the Executive Officer reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.
5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the Executive Officer.
6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30)

days' prior written notice by certified mail, return receipt requested, has been given to the Executive Officer (ten (10) days for delinquent insurance premium payments).

7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise approved by the Executive Director.
 8. The policies shall cover all activities of Consultant, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.
 9. For any claims relating to this Agreement, the Consultant's insurance coverage shall be primary, including as respects the Commission, its officers, agents, employees and volunteers. Any insurance maintained by the Commission shall apply in excess of, and not contribute with, insurance provided by Consultant's liability insurance policy.
 10. The insurer shall waive all rights of subrogation against the Commission, its officers, employees, agents and volunteers.
- B. Prior to commencing services pursuant to this Agreement, Consultant shall furnish the Executive Officer with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the Executive Officer before work commences. Consultant may use forms provided by the Executive Officer or, as an alternative, may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.
- C. During the term of this Agreement, Consultant shall furnish the Executive Officer with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Consultant may use forms provided by the Executive Officer or, as an alternative, may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

XIII. WORKERS' COMPENSATION

Consultant shall provide worker's compensation coverage as required by State law, and prior to commencing services pursuant to this Agreement shall file the following statement with the Executive Officer in a form substantially as set forth below.

"WORKERS' COMPENSATION CERTIFICATE"

I am aware of the provisions of Paragraph 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing any services required by this Agreement.

The person executing this certificate on behalf of Consultant affirmatively represents that she/he has the requisite legal authority to do so on behalf of Consultant, both the person executing this Agreement on behalf of Consultant and Consultant understand that the Commission is relying on this representation in entering into this Agreement."

XIV. NOTICE

A. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of Commission and Consultant at their respective addresses as follows:

CONSULTANT: Consultant Name and address

COMMISSION: Yolo County Local Agency Formation Commission
625 Court Street, Suite 203
Woodland CA 95695

C. Notices may also be provided by electronic mail as follows:

CONSULTANT: enter email address

COMMISSION: Christine.Crawford@yolocounty.org

D. Any party may change the mailing address, electronic mail address or facsimile number to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

E. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using facsimile machines, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

XV. CONFLICT OF INTEREST

A. Consultant shall comply with the laws and regulations of the State of California and Commission regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100 including regulations promulgated by the California Fair Political Practices Commission.

B. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Consultant's obligations and responsibilities hereunder. Consultant further covenants that, no person having any such interest shall be employed by Consultant in the performance of this Agreement. This covenant shall remain in force until Consultant completes performance of the services required of it under this Agreement.

C. Consultant agrees that if any fact comes to its attention which raises any question as to the applicability of any conflict of interest law or regulation, Consultant will immediately inform the Commission and provide all information needed for resolution of the question.

XVI. COVENANT AGAINST CONTINGENT FEES

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or

resulting from the award or making this agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

XVII. ASSIGNMENT AND SUBCONTRACTS

The services and obligations required of Consultant under this Agreement are not assignable in whole or in part. In addition, Consultant shall not subcontract any portion of the services required of Consultant by this Agreement without the express written consent of the Commission or designee. If any portions of the services required of Consultant are subcontracted, the sub-Consultant(s) shall maintain the same insurance as required of Consultant by this Agreement, and Consultant shall be fully responsible to the Commission for all work undertaken by Consultants.

XVIII. AUDIT

Consultant agrees that the Commission or its designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Consultant agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

XIX. STATUS OF CONSULTANT

- A. It is understood and agreed by all the parties hereto that Consultant is an independent Consultant and that no relationship of employer-employee exists between the Commission and Consultant. Neither Consultant nor Consultant's assigned personnel shall be entitled to any benefits payable to employees of the Commission. Consultant hereby indemnifies and holds the Commission harmless from any and all claims that may be made against the Commission 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 all the parties hereto that neither Consultant nor Consultant's assigned personnel shall have any right to act on behalf of the Commission in any capacity whatsoever as an agent or to bind the Commission to any obligation whatsoever.
- C. It is further understood and agreed by all the parties hereto that Consultant must issue any and all forms required by Federal and State laws for income and employment tax purposes, including W-2 and 941 forms, for all of Consultant's assigned personnel.

XX. AMENDMENT

- A. This Agreement may be amended only by written instrument signed by the Commission and Consultant.
- B. Consultant shall submit, in writing in a form required by the Commission, a request for program revision to the Commission prior to the implementation of any proposed changes or modifications to the scope of work set forth in Exhibit A. Such requests must be received by the Commission to allow sufficient time for Commission staff to review, comment and obtain joint

State and Commission approval. Failure to comply with this requirement could result in expenditure disallowances, suspension of further funding, or the termination of this Agreement.

XXI. WAIVER

The waiver by the Commission or any of its officers, agents or employees or the failure of the Commission or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

XXII. AUTHORIZED REPRESENTATIVE

The person executing this Agreement on behalf of Consultant affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Consultant and to bind Consultant to the terms and conditions of this Agreement. The person executing this Agreement on behalf of Consultant understands that the Commission is relying on this representation in entering into this Agreement.

XXIII. PUBLIC RECORDS ACT

Upon its execution, this Agreement (including all Exhibits) shall be subject to disclosure pursuant to the California Public Records Act.

XXIV. ADDITIONAL PROVISIONS

- A. Where there is a doubt as to whether a provision of this document is a covenant or a condition, the provision shall carry the legal effect of both. Should the Commission choose to excuse any given failure of Consultant to meet any given condition, covenant or obligation (whether precedent or subsequent), that decision will not be, or have the legal effect of, a waiver of the legal effect in subsequent circumstances of either that condition, covenant or obligation or any other found in this document. All conditions, covenants and obligations continue to apply no matter how often Commission may choose to excuse a failure to perform them.
- B. Except where specifically stated otherwise in this document, the promises in this document benefit the Commission and Consultant only. They are not intended to, nor shall they be interpreted or applied to, give any enforcement rights to any other persons (including corporate) which might be affected by the performance or non-performance of this Agreement, nor do the parties hereto intend to convey to anyone any "legitimate claim of entitlement" with the meaning and rights that phrase has been given by case law.

XXV. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Commission and Consultant and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above by affixing their signature hereafter.

YOLO COUNTY LAFCO

CONSULTANT

By _____
Olin Woods, Chair

By _____
Consultant Name

Attest:

By _____
Christine M. Crawford, Executive Officer

Approved as to Form

Robyn Truitt Drivon, Commission Counsel

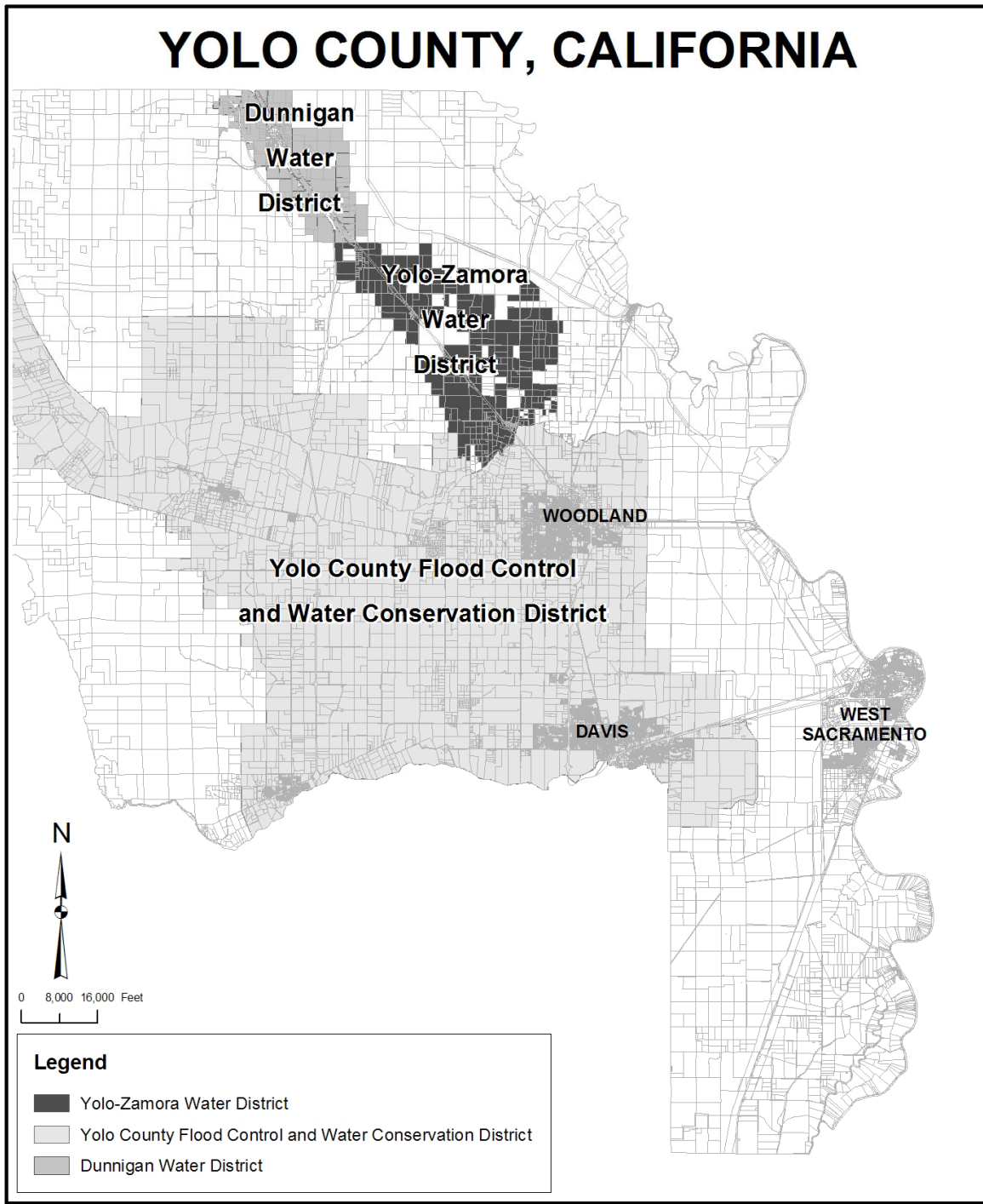
EXHIBIT A
SCOPE OF WORK

EXHIBIT B
HOURLY RATES
(Additional Services)

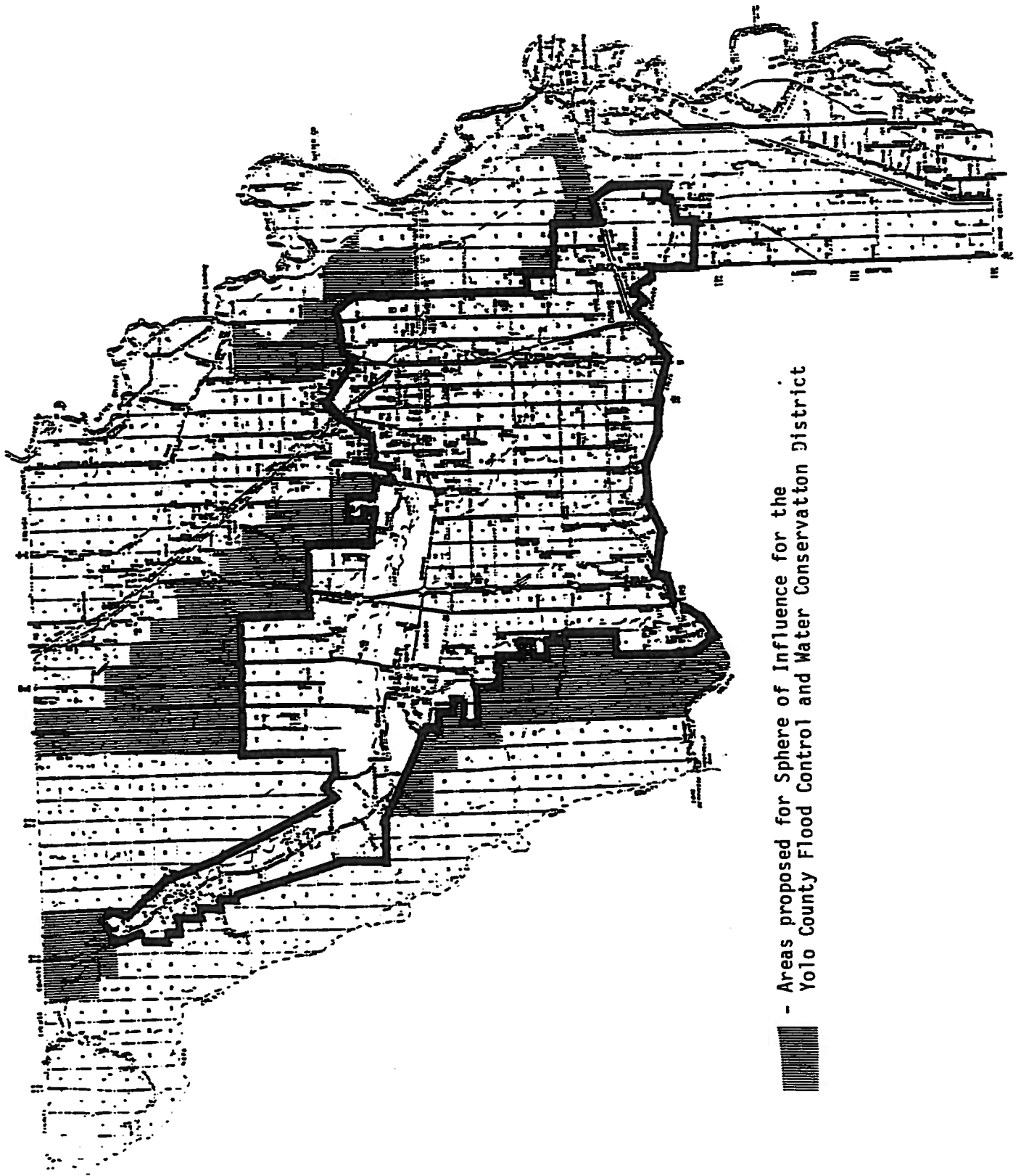
EXHIBIT C
W-9

EXHIBIT D
Certificate of Insurance

YOLO COUNTY LAFCO
MUNICIPAL SERVICE REVIEW and SPHERE of INFLUENCE STUDY
Yolo County Public Water and Reclamation Districts



PUBLIC WATER DISTRICTS



- Areas proposed for Sphere of Influence for the
Yolo County Flood Control and Water Conservation District