

Yolo Local Agency Formation Commission
Request for Proposals



To prepare the:

Yolo County Combined Municipal Service Review
(MSR) and Sphere of Influence (SOI) Study
for the City of Davis and Associated County Service Areas (CSAs)

Including:

City of Davis
El Macero CSA
Willowbank CSA
North Davis Meadows CSA

Response due by Friday, December 19, 2014 at 4:00 pm
Issued November 5, 2014

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 City of Davis and its associated county service areas (including El Macero CSA, Willowbank CSA, and North Davis Meadows CSA) (See Exhibit A for agency boundaries).

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 of 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).

Yolo LAFCo MSR/SOI Checklist Template

Yolo County LAFCo has developed a MSR/SOI checklist template to streamline the MSR process and ensure consistency across reports. Consultants will be expected to use the template when completing the report. Examples of the completed template can be viewed on the Yolo LAFCo website (www.yololafco.org) under “LAFCo Studies”. Please review the completed MSRs for Cacheville CSD, Wild Wings CSA and/or Dunnigan CSA.

Scope of the Project

Yolo LAFCo has developed a project scope to guide the candidates in developing proposals. (See Exhibit A for the Combined City of Davis and Associated CSAs MSR/SOI Project Scope). Yolo LAFCo does not expect (nor want) equal treatment of all seven areas of determination. The attached scope highlights the focus issues we expect the consultant to focus on. We are not interested in restating information from past MSRs. The successful candidate will develop a proposal that is aligned with the Project Scope.

Expectations of the Consultant

In addition to developing a proposal that aligns with the Project Scope, the successful firm or individual(s) will accomplish the following:

1. Consultants should develop a report that is aligned with the expectations expressed in the Project Scope.
2. The report should 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.
3. The report should reflect local LAFCo policies where applicable, 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).
4. Development of the report should be conducted in a fair, accurate and objective manner. The intent is to provide valuable and practical conclusions for improvements to service provision where possible.
5. Development of the report should 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. Conduct outreach to agencies and relevant stakeholders to ensure that all parties have an opportunity to voice their opinions during the MSR process.
3. Review, interpretation and analysis: review and analysis of all the information collected, including engineering reports and financial data.
4. Produce Administrative Draft MSR/SOI including maps for the city and each district, appropriate findings, determinations and recommendations for LAFCo staff review (electronic PDF and Word version). A copy of all reference materials should also be provided.
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 (electronic PDF and Word versions).
6. Preparation of final draft addressing comments from LAFCo Commission, LAFCo staff, affected and interested agencies and the public, including findings, determinations and recommendations (electronic PDF and Word versions). 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 a final 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 and 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.

Proposal deadline is Friday, December 19, 2014 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 and the attached Scope of Work
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. 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 B), as is a draft contract (Exhibit C).

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 electronically at lafco@yolocounty.org, or on paper at:

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

Proposal deadline:

Friday, December 19, 2014, 4:00 pm

Respectfully requested,
Christine M. Crawford AICP, Executive Officer

Exhibits

- A. Combined City of Davis and Associated CSAs MSR/SOI Project Scope
- B. Insurance Requirement Guidelines
- C. Sample Contract

Municipal Service Review (MSR) and Sphere of Influence (SOI) Scoping Tool *City of Davis, El Macero CSA, Willowbank CSA and North Davis Meadows CSA*

This MSR will review the City of Davis and its three associated county service areas (CSAs), including El Macero CSA, Willowbank CSA and North Davis Meadows CSA.

The three CSAs are included in this MSR because they are adjacent to the City of Davis, and connect with the City's water and/or wastewater system.

- **El Macero CSA** is responsible for providing water, wastewater and fire protection services to El Macero residents. The CSA contracts for both water and wastewater services with the City.
- **Willowbank CSA** provides water services to Willowbank residents. The CSA contracts for water service with the City, but residents use septic tanks rather than connecting to the City's wastewater system.
- **North Davis Meadows CSA** provides water, wastewater, recreation and parks, street lighting, median and landscape maintenance, and storm drainage control services to North Davis Meadows residents. The CSA connects to the City's wastewater system. The community uses well water for its water needs, but contracts with the City for maintenance of the water system.

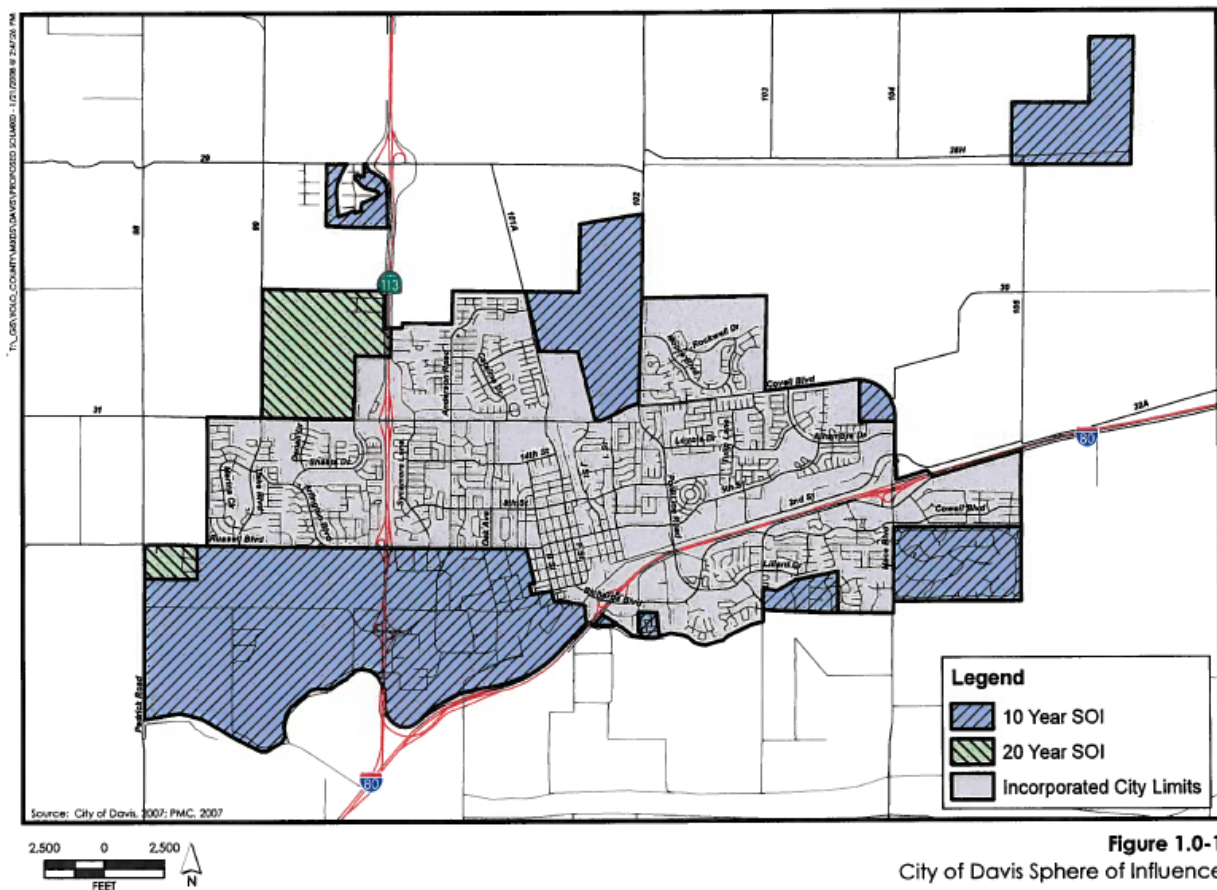
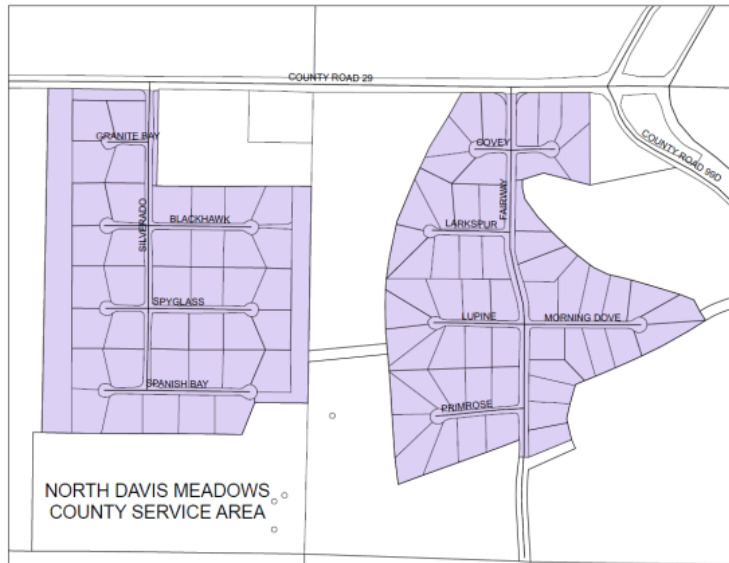
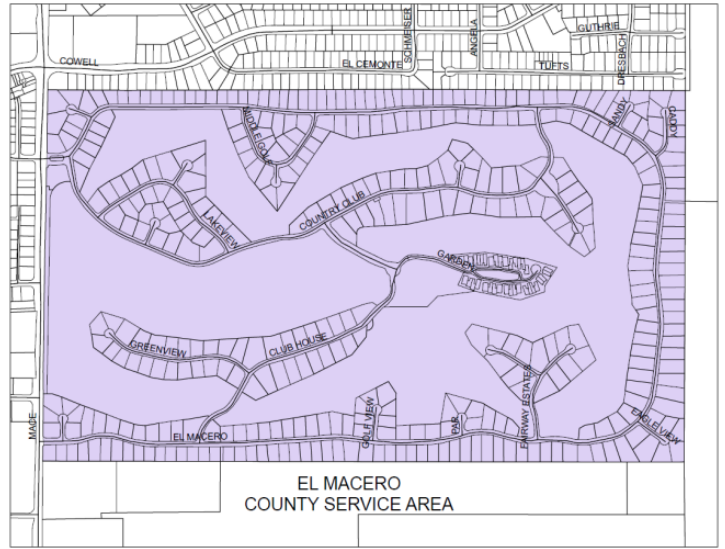
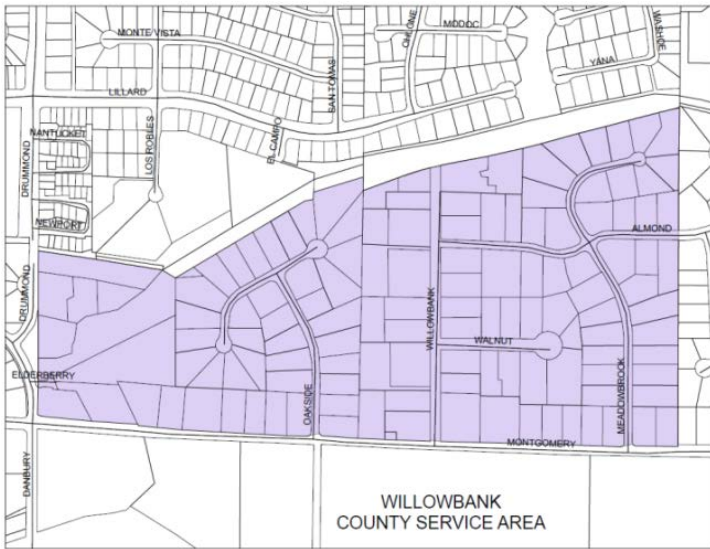


Figure 1.0-1
City of Davis Sphere of Influence
PMC



AGENCY PROFILES

This MSR will require a 1-2 page agency profile on each of the four agencies being reviewed. Each agency profile should include (at a minimum):

- Description of the agency and services provided
- Map of the agency's existing service boundary and sphere of influence
- Location of the agency
- History of the agency
- Description of organizational structure

- Description of services provided by the agency

FOCUS ISSUES

This MSR will need to satisfy all MSR and SOI requirements as mandated by California law. However, Yolo LAFCo hopes to focus the majority of analysis on a few important areas:

- **Capacity and Adequacy:** This MSR should provide extensive analysis on each agency's ability to provide adequate services to customers. In particular, LAFCo is aware of upcoming issues with hexavalent chromium levels due to recent legislation from the State. Additionally, North Davis Meadows has significant water quality issues (including high levels of nitrates, arsenic and hexavalent chromium) within its existing well water system.
- **Financial Ability:** This MSR should focus its financial analysis predominantly on the CSAs, while also providing a high level analysis of the City of Davis. An in depth review of the City's financial circumstances is unlikely to yield any recommendations that the City is not already aware of. However, Yolo LAFCo believes that there is significantly more to be gained from an in depth review of the financial situation of the three CSAs and their financial relationships with the City of Davis, as small districts in Yolo often struggle with insufficient resources, difficulty in raising fees through a Proposition 218 election, oversight and financial management best practices.
- **Relationship between the City of Davis and CSAs:** The City of Davis provides water and/or wastewater services to the three CSAs. However, LAFCo is aware of several upcoming or ongoing issues that have developed as a result of this relationship, which should be considered in this MSR.
 - **El Macero:** The El Macero CSA and City are engaged in ongoing legal issues which have developed as a result of disagreement over rates.
 - **Willowbank:** The residents of Willowbank have expressed the concern that the water they receive from the City of Davis is expensive for irrigation purposes, as properties in Willowbank are relatively large. The residents are evaluating the option of continuing to use the Davis water system for their domestic water purposes, but drilling a well for irrigation. The CSA is actively pursuing this option through a Proposition 218 election, which if passed, would fund the feasibility study. A subsequent Proposition 218 election would be required to fund actual project construction/ If this option moves forward, Willowbank will likely still require the City or a private contractor to provide maintenance for the irrigation system, as the CSA staffing levels are not sufficient to take on this responsibility.
 - **North Davis Meadows:** The existing well water system in North Davis Meadows is inadequate due to high chemical levels in the ground water. The CSA is currently working with the City to determine the cost of connecting North Davis Meadows to the City's water system.

MUNICIPAL SERVICE REVIEW

GROWTH AND POPULATION:

Growth and population projections for the affected area

1. Is the agency's territory or surrounding area expected to experience any significant population change or development over the next 5-10 years?
2. Will population changes have an impact on the subject agency's service needs and demands?
3. Will projected growth require a change in the agency's service boundary?

This MSR is not likely to require more than a cursory analysis on the issue of growth and population change.

DISADVANTAGED UNINCORPORATED COMMUNITIES:

The location and characteristics of any disadvantaged unincorporated communities within or contiguous to the sphere of influence.

1. Does the subject agency provide public services related to sewers, municipal and industrial water, or structural fire protection?
2. Are there any "inhabited unincorporated communities" (per adopted Commission policy) within or adjacent to the subject agency's sphere of influence that are considered "disadvantaged" (80% or less of the statewide median household income)?
3. If "yes" to both a) and b), it is feasible for the agency to be reorganized such that it can extend service to the disadvantaged unincorporated community (if "no" to either a) or b), this question may be skipped)?

This MSR is expected to require only minimal analysis on the issue of disadvantaged unincorporated communities. There are six inhabited unincorporated communities adjacent to the City of Davis (per adopted Yolo LAFCo policy for the purposes of implementing SB 244), including Binning Farms, El Macero, North Davis Meadows, Royal Oak, Patwin Road and Willowbank. Three of these communities are already served by CSAs (El Macero, North Davis Meadows and Willowbank) and all have median income levels that will preclude them from qualifying as disadvantaged unincorporated communities (DUCs). Binning Farms and Patwin Road are not CSAs and although we do not anticipate their income levels will qualify as disadvantages, it will need to be verified. Royal Oak is a mobile home park located on the south edge of Davis, and may qualify as a DUC. However, LAFCo's understanding is that the community is fully served with water, wastewater and fire protection services through the City of Davis, despite not being included in the City boundaries. Therefore, the provisions of SB 244 are not expected to apply to this MSR. Royal Oak Mobile Home Park is already included in the City's SOI and LAFCo's understanding is that historically the property owner has been unwilling to annex to the City, although there is renewed interest in this effort.

CAPACITY AND ADEQUACY OF PUBLIC FACILITIES AND SERVICES:

Present and planned capacity of public facilities, adequacy of public services, and infrastructure needs or deficiencies including needs or deficiencies related to sewers, municipal and industrial water, and structural fire protection in any disadvantaged, unincorporated communities within or contiguous to the sphere of influence.

1. Are there any deficiencies in agency capacity to meet service needs of existing development within its

existing territory?

This MSR should provide an overview of each agency's capacity to meet its existing service demand, for any services that might be affected by capacity issues. If capacity issues are identified, the report should provide workable recommendations for how the issues can be addressed.

2. Are there any issues regarding the agency's capacity to meet the service demand of reasonably foreseeable future growth?

This MSR will likely project that minimal growth is expected in Davis or its surrounding communities on the 5-year MSR horizon, and is not likely to require extensive analysis on this issue.

3. Are there any concerns regarding public services provided by the agency being considered adequate?

This MSR should provide extensive analysis on the adequacy of services provided by the City and CSAs. In particular, LAFCo staff is aware of several adequacy issues that might be addressed in this MSR, including:

- High nitrate and arsenic levels in the well water for North Davis Meadows
- Hexavalent chromium levels significantly above the recently implemented state allowable maximum contamination level (MCL) in both City and CSA water systems

This MSR should also identify any other adequacy issues that may exist, and provide workable recommendations for addressing the issues.

4. Are there any significant infrastructure needs or deficiencies to be addressed?

This MSR will require detailed analysis on the infrastructure and any significant equipment needs of the City or CSAs. This section should include analysis of the near term (within 5-years) and long term (within 20-years) infrastructure needs/upgrades and any anticipated significant equipment costs for each agency. The report will need to include discussion of the new Woodland-Davis Water Project under construction, and its new rate structure.

5. Are there changes in state regulations on the horizon that will require significant facility and/or infrastructure upgrades?

This MSR will require basic research and analysis on upcoming state legislative initiative that may impact the facility/infrastructure needs of each agency. In particular, LAFCo is aware that all agencies included in this MSR will be affected by California's recent adoption of a hexavalent chromium MCL, which is far below the existing levels in the Davis/CSA water supply.

6. Are there any service needs or deficiencies for disadvantaged unincorporated communities related to sewers, municipal and industrial water, and structural fire protection within or contiguous to the agency's SOI?

See previous section on Disadvantaged Unincorporated Communities.

FINANCIAL ABILITY:

Financial ability of agencies to provide services.

LAFCo is aware that the City of Davis has had some financial challenges in recent years, as with many cities throughout the state, which should be discussed in this MSR. However, an in depth review of the City's financial circumstances is unlikely to yield any recommendations that the City is not already aware of, and

this MSR should keep its review of the City's financial ability at a high level.

However, Yolo LAFCo believes there is significantly more to be gained from an in depth review of the financial situation of the three CSAs included in this MSR, as small districts in Yolo County often struggle with insufficient resources, oversight and financial management best practices.

1. Does the organization routinely engage in budgeting practices that may indicate poor financial management, such as overspending its revenues, failing to commission independent audits, or adopting its budget late?

This section should include a 5-year budget snapshot for each agency, along with analysis regarding the overall budgeting and financial practices of each district.

2. Is the organization lacking adequate reserve to protect against unexpected events or upcoming significant costs?

This section should provide a description of the reserve and contingency practices of each agency, as well as an inventory of each agency's existing reserve dollars. The section should provide some analysis regarding the sufficiency of existing reserve. When problems are identified, the section should make recommendations for resolving the issues. Focus areas should include:

- Unfunded OPEB liability for City of Davis
- Complete lack of reserve for Willowbank CSA

3. Is the organization's rate/fee schedule insufficient to fund an adequate level of service, and/or is the fee inconsistent with the schedules of similar service organizations?

This MSR should provide in-depth analysis of the appropriateness of the rates of each agency. In particular, this MSR should focus on the rates the City charges for each CSA. LAFCo is aware of ongoing legal issues between El Macero CSA and the City regarding the rates that are charged, which should be discussed in the MSR. This MSR should also discuss whether rates include a charge based on volume/use per connection, and make recommendations for moving to a metered rate system if not already in place at all agencies.

4. Is the organization unable to fund necessary infrastructure maintenance, replacement and/or any needed expansion?

This section should discuss funding opportunities for any necessary infrastructure changes that were identified in the Capacity and Adequacy portion of this MSR. The report should specifically identify any near term improvements (within 5-years) that agencies are not able to fund, and make recommendations for potential funding solutions.

5. Is the organization lacking financial policies that ensure its continued financial accountability and stability?

This section should require minimal analysis, as the City and County both have relatively comprehensive financial policies. The CSAs are a function of the County, and are responsible to the same financial policies as the County. The section may provide a brief inventory of existing City and County policies, and identify and important financial policies that may be missing or outdated.

6. Is the organization's debt at an unmanageable level?

This section should include a brief description of each agencies debt. The section should provide

some analysis on the organization's practices for taking out and repaying debt, and should indicate any agencies that have potential issues with repaying their outstanding debt.

SHARED SERVICES AND FACILITIES:

Status of, and opportunities for, shared facilities.

1. Is the agency currently sharing services or facilities with other organizations? If so, describe the status of such efforts.
2. Are there any opportunities for the organization to share services or facilities with neighboring or overlapping organizations that are not currently being utilized?
3. Are there any governance options that may produce economies of scale and/or improve buying power in order to reduce costs?
4. Are there governance options to allow appropriate facilities and/or resources to be shared, or making excess capacity available to others, and avoid construction of extra or unnecessary infrastructure or eliminate duplicative resources?

This MSR should consider this issue, but it will not likely require any in depth analysis. The City already shares many of its services and facilities with the neighboring CSAs, and LAFCo staff believe additional opportunities to expand shared services may be limited. The MSR should identify instances where shared service is already occurring, and then discuss any potential opportunities that exist to expand shared services to the CSAs or build shared service relationships with other neighboring special districts.

ACCOUNTABILITY, STRUCTURE, AND EFFICIENCIES:

Accountability for community service needs, including governmental structure and operational efficiencies.

1. Are there any issues with meetings being accessible and well publicized? Any failures to comply with disclosure laws and the Brown Act?

This question should be considered for each agency, and the report should include a simple description of what each agency is doing to make meetings accessible and compliant with Brown Act. If any issues are identified, the report should make individual recommendations for how the issue can be resolved.

2. Are there any issues with filling board vacancies and maintaining board members?

This question should focus on the status of the CSA Advisory Committees. LAFCo has no concerns about the status of the City Council or Board of Supervisors, which are as stable as can be expected in an elected body.

3. Are there any issues with staff turnover or operational efficiencies?

This question should be considered for each agency, and the report should include a simple description of the agency structure and staffing levels. If any issues are identified, the report should make individual recommendations for how the issues can be resolved.

4. Is there a lack of regular audits, adopted budgets and public access to these documents?

This question should be considered for each agency, including a description of any actions on the part of the District to remain publicly accountable and accessible (such as operating a website or sending a newsletter). If any issues are identified, the report should make individual recommendations for how

the issues can be resolved.

5. Is the agency involved in any Joint Powers Agreements/Authorities (JPAs)? If so, please list them and their function. LAFCo is particularly interested in any JPAs that provide municipal services.

This question should be considered for each agency (will likely not apply to the CSAs).

6. Are there any recommended changes to the organization's governance structure that will increase accountability and efficiency?

This question should be considered for each agency. However, this MSR is only expected to require minimal analysis on this issue. The most obvious governance restructure would involve annexation of the CSAs into the City. However, LAFCo does not believe such an annexation would be politically feasible at this time, given the strong desire of Yolo's unincorporated communities to maintain their own community identities.

7. Are there any governance restructure options to enhance services and/or eliminate deficiencies or redundancies?

This question should be considered for each agency. The most obvious governance restructure would involve annexation of the CSAs into the City. However, annexation may not be politically feasible at this time

8. Are there any opportunities to eliminate overlapping boundaries that confuse the public, cause service inefficiencies, unnecessarily increase the cost of infrastructure, exacerbate rate issues and/or undermine good planning practices?

This MSR will not require any analysis on the issue of overlapping boundaries, as there are no overlapping boundaries of concern.

OTHER ISSUES:

Any other matter related to effective or efficient service delivery, as required by commission policy.

1. Are there any other service delivery issues that can be resolved in this MSR/SOI process?

LAFCo staff is not aware of any additional issues that are likely to be raised during the MSR, and expects this section to contain minimal to no analysis.

SPHERE OF INFLUENCE

This report is expected to require a sphere of influence update for the City of Davis, but not the CSAs. The CSAs have SOIs that are coterminous to their boundaries, and there is no plan to expand.

The SOI update for the City of Davis is expected to focus on a single site. LAFCo conducted a very comprehensive SOI update for the City of Davis in 2008, and City staff has stated that they do not anticipate any near term changes to their SOI or boundaries, with the exception of several potential sites that they have identified for the Davis Innovation Centers.

- The first site, called Mace Ranch Innovation Center, is outside of the City's existing SOI and boundary. The City expects to annex the site within the next five years. However, updating the sphere of influence to include the property would require environmental review under CEQA. LAFCo and City staff have agreed to conduct a concurrent annexation and sphere update when the property is being annexed, in order to eliminate the need for multiple environmental review processes. The City has already begun the application processing and CEQA review for this site.

- The second site, called Davis/West Innovation Center, is inside the City's existing sphere of influence, but is listed as a 20-year SOI. The location of the site is indicated by black arrows on the two maps below. This SOI update should merely re-classify the innovation center site as a 10-year SOI. The report should indicate how this re-classification is consistent with local LAFCo policies regarding 10 and 20 year SOI's, which are available on our website (www.yololaftco.org).

Map A: City of Davis Sphere of Influence

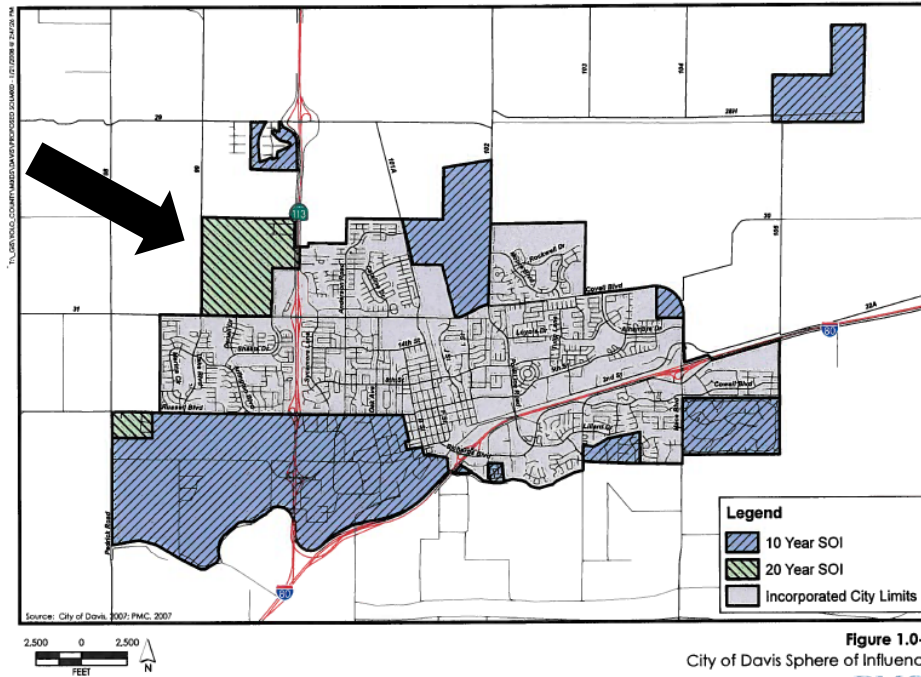
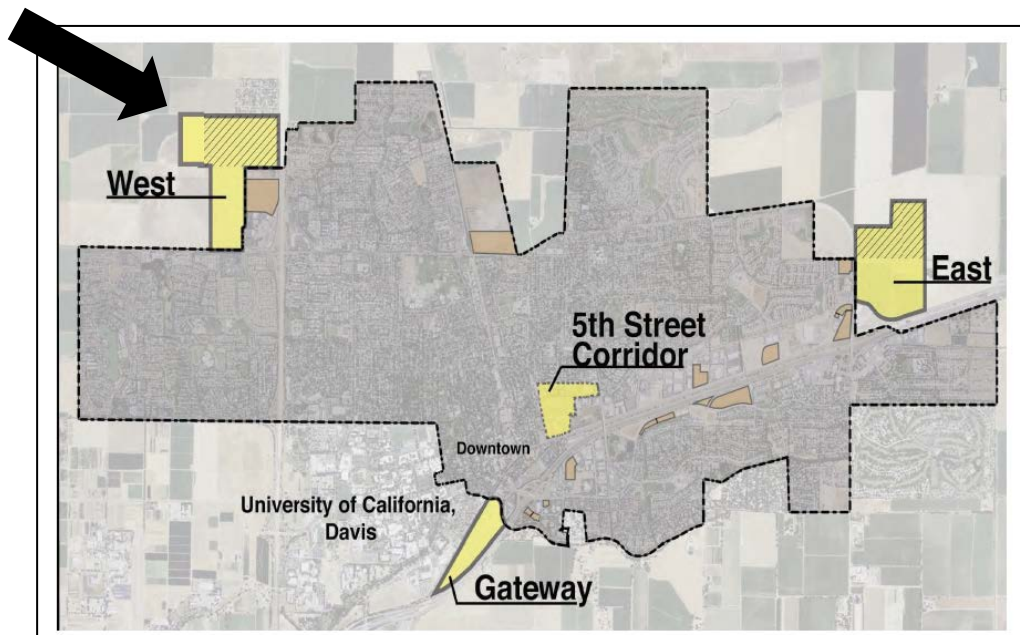


Figure 1.0-1
City of Davis Sphere of Influence
PMC

Map B: Davis Innovation Center Sites



PRESENT AND PLANNED LAND USES:

The present and planned land uses in the area, including agricultural and open-space lands.

1. Are there any present or planned land uses in the area that would create the need for an expanded service area?
2. Would the SOI conflict with planned, orderly and efficient patterns of urban development?
3. Is there a conflict with the adopted SACOG Metropolitan Transportation Plan/Sustainable Communities Strategy?
4. Would the SOI result in the loss of prime agricultural land or open space?
5. Would the SOI impact the identity of any existing communities; e.g. would it conflict with existing postal zones, school, library, sewer, water census, fire, parks and recreation boundaries?
6. Are there any natural or made-made obstructions that would impact where services can reasonably be extended or should otherwise be used as a logical SOI boundary?
7. Would the proposed SOI conflict with a Census boundary, such that it would compromise the ability to obtain discrete data?

This SOI update should consider the present and planned land uses of the site where the Davis/West Innovation Center is to be located. The report should provide answers to each of the questions above within the context that the territory is already within the SOI and LAFCo is merely changing the site from a 20-year SOI to a 10-year SOI and refer to any local LAFCo policies regarding SOI's as needed.

NEED FOR PUBLIC FACILITIES AND SERVICES:

The present and probable need for public facilities and services in the area.

1. Would the SOI conflict with the Commission's goal to increase efficiency and conservation of resources by providing essential services within a framework of controlled growth?
2. Would the SOI expand services that could be better provided by a city or another agency?
3. Does the SOI represent premature inducement of growth or facilitate conversion of agriculture or open space lands?
4. Does the SOI conflict with the Regional Housing Needs Analysis (RHNA) or other SACOG growth projections?
5. Are there any areas that should be removed from the SOI because existing circumstances make development unlikely, there is not sufficient demand to support it or important open space/prime agricultural land should be removed from urbanization?
6. Have any agency commitments been predicated on expanding the agency's SOI such as roadway projects, shopping centers, educational facilities, economic development or acquisition of parks and open space?

This report should consider the present and probable need for public facilities and services by answering each of the questions above regarding the Davis/West Innovation Center site.

CAPACITY AND ADEQUACY OF PROVIDED SERVICES:

The present capacity of public facilities and adequacy of public services that the agency provides or is authorized to provide.

1. Are there any issues regarding the agency's capacity to provide services in the proposed SOI territory?
2. Are there any issues regarding the agency's willingness and ability to extend services?

This SOI update should consider the City of Davis' ability to provide municipal services at the Davis/West Innovation Center site. Consideration should be given to whether the City has the capacity to extend all the necessary services into the area when it is developed, and whether the City is willing to do so.

SOCIAL OR ECONOMIC COMMUNITIES OF INTEREST:

The existence of any social or economic communities of interest in the area if the commission determines that they are relevant to the agency.

1. Are there any "inhabited unincorporated communities" (per adopted Commission policy) within or adjacent to the subject agency's sphere of influence that are considered "disadvantaged" (same as MSR checklist question 2b)?

This section should focus specifically on any inhabited unincorporated communities within or adjacent to the Davis/West Innovation Center site. This analysis will already have been completed during the MSR process, and this section should simply reiterate what was determined above, only as it relates to the site in question.

DISADVANTAGED UNINCORPORATED COMMUNITIES:

For an update of an SOI of a city or special district that provides public facilities or services related to sewers, municipal and industrial water, or structural fire protection, the present and probable need for those public facilities and services of any disadvantaged unincorporated communities within the existing sphere of influence.

1. Does the subject agency provide public services related to sewers, municipal and industrial water or structural fire protection (same as MSR checklist question 2a)?
2. If yes, does the proposed SOI exclude any disadvantaged unincorporated community (per MSR checklist question 2b) where it either may be feasible to extend services or it is required under SB 244 to be included?

This section should focus specifically on the existence of disadvantaged unincorporated communities within or adjacent to the area where the Davis/West Innovation Center will be located. This analysis will already have been completed during the MSR process, and this section should simply reiterate what was determined above, only as it relates to the site in question.

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. LAFCo, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. . [NOTE: 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.] It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.
 - a. The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from LAFCo's insurance or self insurance and shall be at least as broad as CG 20 01 04 13.
 - b. The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such

coverage shall also apply on a primary and non contributory basis for the benefit of LAFCo (if agreed to in a written contract or agreement) before LAFCo's own Insurance or self insurance shall be called upon to protect it as a named insured.

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 LAFCo's 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 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 LAFCo's Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo LAFCo.
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 LAFCo's 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 LAFCo, its officers, agents, employees and volunteers. Any insurance maintained by 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 LAFCo, its officers, employees, agents and volunteers.

- B.** Prior to commencing services pursuant to this Agreement, Contractor shall furnish LAFCo 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, LAFCo's 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 LAFCo 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. Yolo LAFCo reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.
- D.** Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and LAFCo in the same manner and to the same extent as Contractor is bound to LAFCo under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor/**and or Contractor** shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and General Contractor/**and or Contractor** will provide proof of compliance to LAFCo.
- E.** Contractor shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this agreement, LAFCo at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

AGREEMENT NO. _____
(Short-Form Agreement)

THIS AGREEMENT is made this ____ day of _____, _____, by and between the Local Agency Formation Commission of Yolo County ("LAFCO"), and _____

("CONTRACTOR"), who agree as follows:

TERMS

1. CONTRACTOR shall perform the following personal services:

2. CONTRACTOR shall perform said services between _____, _____, and _____.

3. The complete contract shall include the following Exhibits attached hereto and incorporated herein: Exhibit A: Insurance Requirements, _____.

4. Subject to CONTRACTOR'S satisfactory and complete performance of all the terms and conditions of this Agreement, and upon CONTRACTOR'S submission of an appropriate claim, LAFCO shall pay CONTRACTOR no more than a total amount of \$ _____, as identified in _____.

5. CONTRACTOR, at his sole cost and expense, shall obtain and maintain throughout the entire term of this Contract, the insurance set forth in Exhibit A attached hereto.

6. CONTRACTOR shall defend, indemnify, and hold harmless the LAFCO, its officers, officials, employees and agents from any and all claims, demands, liability, damages, cost or expenses (including but not limited to attorney fees) in law or equity that may at any time arise or be asserted based in whole or in part upon any negligent or other wrongful act or omission of the CONTRACTOR, it's officers, agents, or employees.

7. CONTRACTOR shall comply with all applicable laws and regulations, including but not limited to any, which are promulgated to protect the public health, welfare and safety or prevent conflicts of interest. CONTRACTOR shall defend LAFCO and reimburse it for any fines, damages or costs (including attorney fees) that might be incurred or assessed based upon a claim or determination that CONTRACTOR has violated any applicable law or regulation.

8. This Agreement is subject to Yolo LAFCo approving sufficient funds for the activities required of the Contractor pursuant to this Agreement. If LAFCo's adopted budget does not contain sufficient funds for this Agreement, LAFCo may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor, in which event LAFCo shall have no obligation to pay the Contractor any further funds or provide other consideration and the Contractor shall have no obligation to provide any further services under this Agreement.

9. If CONTRACTOR fails to perform any part of this Agreement, LAFCo may notify the CONTRACTOR of the default and CONTRACTOR shall remedy the default. If CONTRACTOR fails to do so, then, in addition to any other remedy that LAFCO may have, LAFCO may terminate this Agreement and withhold any or all payments otherwise owed to CONTRACTOR pursuant to this Agreement.

10. Attached are licenses &/or certificates required by CONTRACTOR's profession (Indicating type; No.; State; &

Expiration date), and CONTRACTOR certifies that he/she/it shall maintain them throughout this Agreement, and that CONTRACTOR's performance will meet the standards of licensure/certification.

11. CONTRACTOR understands that he/she is not an employee of LAFCO and is not eligible for any employee benefits, including but not limited to unemployment, health/dental insurance, worker's compensation, vacation or sick leave.

12. CONTRACTOR will hold in confidence all information disclosed to or obtained by CONTRACTOR which relates to activities under this Agreement and/or to LAFCO plans or activities. All documents and information developed under this Agreement and all work products, reports, and related data and materials shall become the property of LAFCO. CONTRACTOR shall deliver all of the foregoing to LAFCO upon completion of the services hereunder, or upon earlier termination of this Agreement. In addition, CONTRACTOR shall retain all of its own records regarding this Agreement and the services provided hereunder for a period of not less than four (4) years, and shall make them available to LAFCO for audit and discovery purposes.

13. This Agreement constitutes the entire agreement of the parties, and no other agreements or representations, oral or written, have been made or relied upon by either party. This Agreement may only be amended in writing signed by both parties, and any other purported amendment shall be of no force or effect. This Agreement, including all attachments, shall be subject to disclosure pursuant to the California Public Records Act.

14. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California.

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

CONTRACTOR:

LAFCO:

Contractor Signature

Executive Officer Signature

Printed Name

Street Address/PO Box

City/State/Zip

Phone

CERTIFICATION: I hereby certify under the penalty of perjury that all statements made in or incorporated into this Agreement are true and complete to the best of my knowledge. I understand and agree that the COUNTY may, in its sole discretion, terminate this Agreement if any such statements are false, incomplete, or incorrect.

Contractor Signature