

Yolo Local Agency Formation Commission
Request for Proposals



To prepare the:

Yolo County Fire Protection Districts
Combined Municipal Service Review (MSR) and
Sphere of Influence (SOI) Study

Including:

Capay Valley FPD
Clarksburg FPD
Dunnigan FPD
East Davis FPD
Elkhorn FPD
Esparto FPD
Knights Landing FPD
Madison FPD
No Man's Land FPD
Springlake FPD
West Plainfield FPD
Winters FPD
Willow Oak FPD
Yolo FPD
Zamora FPD

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 Yolo County's fifteen fire protection districts (FPD) (including Capay Valley FPD, Clarksburg FPD, Dunnigan FPD, East Davis FPD, Elkhorn FPD, Esparto FPD, Knights Landing FPD, Madison FPD, No Man's Land FPD, Springlake FPD, West Plainfield FPD, Winters FPD, Willow Oak FPD, Yolo FPD, and Zamora FPD) (See Exhibit A for district 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 B for the Combined FPD 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 fire protection districts and relevant stakeholders to ensure that all parties have an opportunity to voice their opinions during the MSR process. Outreach should place special emphasis on understanding the needs, opportunities and concerns regarding shared service or consolidation of districts.
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 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 C), as is a draft contract (Exhibit D).

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

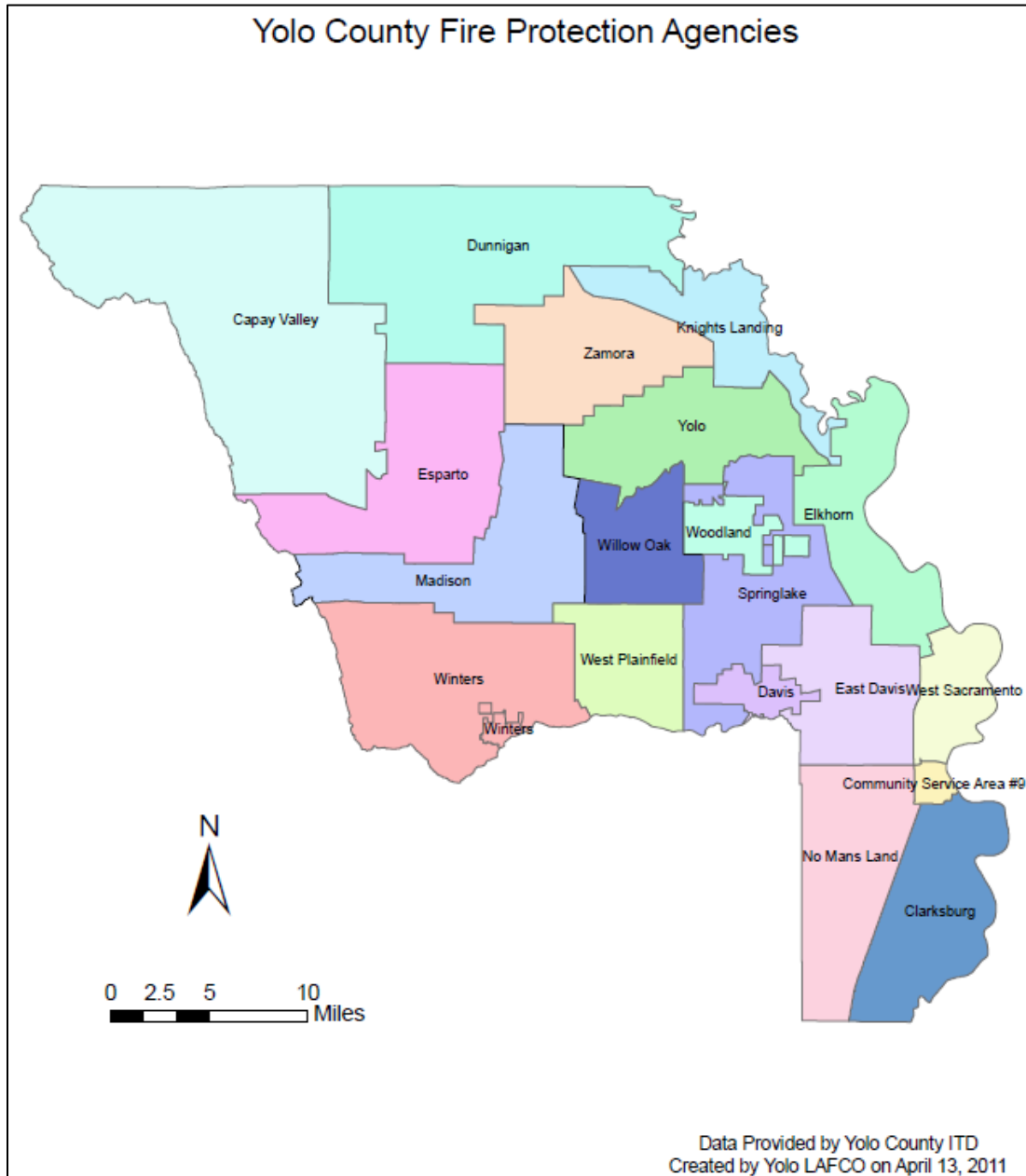
Exhibits

- A. Combined Fire Protection District MSR/SOI Project Scope
- B. Insurance Requirement Guidelines
- C. Sample Contract

Municipal Service Review (MSR) and Sphere of Influence (SOI) Scoping Tool

Yolo County Fire Protection Districts

Yolo County is fully covered with fire protection services, as shown in the map below. The county has a total of fifteen fire protection districts (FPDs), as well as fire protection services offered by each of the county's four cities (Davis, West Sacramento, Winters and Woodland), UC Davis and one county service area (CSA 9). This MSR/SOI will provide analysis for all fifteen FPDs (including Capay Valley FPD, Clarksburg FPD, Dunnigan FPD, East Davis FPD, Elkhorn FPD, Esparto FPD, Knights Landing FPD, Madison FPD, No Man's Land FPD, Springlake FPD, West Plainfield FPD, Winters FPD, Willow Oak FPD, Yolo FPD, and Zamora FPD), but will not include analysis on services offered by the four cities, UCD or CSA 9.



AGENCY PROFILES

This MSR/SOI will require a 1-2 page agency profile on each of the fifteen FPDs. Each agency profile should include (at a minimum):

- Description of the agency
- Map of the agency's existing service boundary and sphere of influence
- Location of the agency
- History of the agency
- Description of organizational structure and staffing
- 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 FPD's ability to perform its fire protection functions, and any opportunities that exist to improve the delivery of this important service to residents of rural Yolo. LAFCo staff expects the consultant to begin with the development of criteria for assessing the capacity and adequacy of services provided by the FPDs (such as response times or ratio of callouts to staff), and LAFCo staff expects to be closely consulted during the development of these criteria.
- **Financial Ability:** Small districts in Yolo County often struggle with insufficient resources and financial management best practices. Yolo LAFCo prioritizes this issue in MSRs, and works closely with district to ensure that the MSR process yields not only the identification of financial problem areas, but also reasonable recommendations for how districts can work towards becoming more financially stable.
- **Shared Services and Governance Restructure Options:** Residents of Yolo County are served by a total of 21 separate agencies providing fire protection services, including 16 special districts, four cities, and one university. This report will require extensive analysis regarding shared services opportunities or governance restructure options between these various agencies.

This MSR should identify and analyze a range of consolidation or restructure options and make a recommendation. Options might include (1) a full consolidation of all FPDs, (2) consolidation into several larger FPDs, (3) identification of opportunities for "functional consolidation" (in which Districts choose to contract for some or all of their services to an adjacent city or FPD), and (4) identification of smaller-scale shared service options (such as shared equipment or staff training). Analysis on potential shared service opportunities and governance restructure options should consider (1) the political and administrative feasibility, (2) the impact on budget and resources for affected Districts, and (3) the impacts on adequacy or capacity of service delivery for each affected District.

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. The California Department of Finance (2013) projects that the unincorporated areas of Yolo County will see a population growth of only 1.04 percent between 2010 and 2015, with an additional 1.06 percent between 2015 and 2020. Additionally, while the County of Yolo 2030 General Plan does designate land for potential development in many of Yolo's unincorporated communities, there are no active development plans in the majority of these communities.

The most likely source of near term development is the Dunnigan Specific Plan (DSP), for which the County of Yolo is currently processing an application. If adopted, the DSP would create significant new development and growth in the Dunnigan community. However, the DSP is currently navigating significant General Plan policy issues and approval of the Plan is uncertain at this time. LAFCo staff expects that this MSR will assume no development in the foreseeable future for the communities served by FPDs, unless further progress is made on the DSP during the timeframe of this MSR.

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 almost no analysis on the issue of disadvantaged unincorporated communities. As evidenced in the FPD map, all of Yolo County is covered with fire protection services. There are no disadvantaged unincorporated communities that do not receive this service, meaning that the provisions of SB 244 are not a concern in this MSR.

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?

LAFCo staff has very little knowledge about the existing capacity of the FPDs to meet the service needs of their communities. This MSR should begin with the development or identification of criteria for assessing the capacity and adequacy of existing services provided by the FPDs (such as response times or ratio of callouts to staff). LAFCo staff should be consulted in the development of these criteria. Once developed, these criteria should be used to assess the capacity and adequacy of all 15 FPDs included in this report.

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

Generally speaking, population growth in Yolo is expected to be minimal over the 5-year MSR horizon, and is not likely to require extensive analysis.

The one project in process that could potentially be a "game changer" is the Dunnigan Specific Plan (DSP). However, as noted previously, approval of the DSP is uncertain at this time, and if approved, development of the DSP would be unlikely within five years. Additionally, specific plan law requires a complete analysis of the provision of public services in the area, including fire protection. The DSP would trigger a complete reorganization of municipal service delivery in Dunnigan that would be addressed through the specific plan process rather than an MSR. Therefore, LAFCo staff does not believe analysis on this issue will be necessary in this MSR.

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

LAFCo staff has very little knowledge about the existing capacity of the FPDs to meet the service needs of their communities. This MSR should begin with the development or identification of criteria for assessing the capacity and adequacy of existing services provided by the FPDs (such as response times or ratio of callouts to staff). LAFCo staff should be closely consulted in the development of these criteria. Once developed, these criteria should be used to assess the capacity and adequacy of all 15 FPDs included in this report.

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

LAFCo staff has very little existing knowledge on the infrastructure and equipment needs of the FPDs, so this MSR will require detailed analysis on this topic. This section should provide a brief inventory of the existing infrastructure and equipment (such as buildings and vehicles) belonging to each FPD. This section should also include analysis of the near term (within 5-years) and long term (within 20-years) infrastructure and equipment needs of each FPD.

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 initiatives that may impact the facility/infrastructure needs of FPDs. Initial research can be completed through interviews with FPDs, and additional research should only be completed if interviews identify any areas of concern.

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?

This section should not require additional analysis. As previously established, all communities (disadvantaged or otherwise) are fully served with municipal fire protection services.

FINANCIAL ABILITY:

Financial ability of agencies to provide services.

LAFCo staff currently has very minimal knowledge of the financial ability of the local FPDs. However, small districts in Yolo County often struggle with insufficient resources and financial management best practices. This is something that Yolo LAFCo emphasizes and works closely with districts on during the MSR process. This MSR should provide extensive analysis and recommendations regarding any financial issues that the FPDs need to address.

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 FPD, along with analysis regarding the overall budgeting and financial practices of each district. LAFCo staff can provide historical budgets for each FPD, but all other documents and information will have to be acquired directly from FPD staff.

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 FPD, as well as an inventory of each FPD's existing reserve dollars. The section should provide some analysis regarding the sufficiency of existing reserve to fund upcoming infrastructure issues. When problems are identified, the section should make recommendations for resolving the issues.

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 section should require minimal to no analysis. FPDs are not generally funded through fees for service, but rather property taxes or special assessments.

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 the MSR. The report should specifically identify any near term improvements (within 5-years) that FPDs 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 include a brief inventory and analysis of the financial policies for each FPD. The report should provide recommendations on how FPDs without financial policies (or with outdated/insufficient policies) work towards developing and adopting such policies, and should emphasize which policies are particularly important for each District.

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

This section should include a brief description of each FPD's debt (if any). The section should provide some analysis on the organization's practices for taking out and repaying debt, and should indicate any FPDs 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 report will require extensive analysis regarding shared services opportunities or governance restructure options between the FPDs, as well as a recommendation. This MSR should identify and analyze a range of consolidation or restructure options, which might include (1) a full consolidation of all FPDs, (2) consolidation into several larger FPDs, (3) identification of opportunities for "functional consolidation" (in which Districts choose to contract for some or all of their services to an adjacent city or FPD), and (4) identification of smaller-scale shared service options (such as shared equipment or staff training). Analysis on potential shared service opportunities and governance restructure options should consider (1) the political and administrative feasibility, (2) the impact on budget and resources for affected Districts, and (3) the impacts on adequacy or capacity of service delivery for each affected District.

Additionally, the County of Yolo Building Division is interested in streamlining the fire plan check process with the FPDs. Currently, plans are sent to each FPD which have varying levels of staff expertise and the practice also causes unnecessarily delays for permit customers. Recommendations for streamlining this process should be included in the MSR.

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 FPD, and the report should include a simple description of what each FPD 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 issues can be resolved.

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

This question should be considered for each FPD, and the report should include a simple description of the status of each Board of Directors. If any issues are identified, the report should make individual recommendations for how the issues can be resolved.

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

This question should be considered for each FPD, and the report should include a simple description of the department 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 FPD, 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.

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 FPD. The report should describe any opportunities for reorganization of governance structure that are identified, and make recommendations for how Districts can move forward with changes.

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

This report will require extensive analysis regarding opportunities for governance restructure or consolidation between FPDs. This MSR should identify and analyze a range of consolidation or restructure options, and make a recommendation. Options might include (1) a full consolidation of all FPDs, (2) consolidation into several larger FPDs, (3) identification of opportunities for "functional consolidation" (in which Districts choose to contract for some or all of their services to an adjacent city or FPD), and (4) identification of smaller-scale shared service options (such as shared equipment or staff training).

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. The only overlapping boundary issue exists between UC Davis and the Springlake FPD, and LAFCo anticipates that this issue will be resolved via a contract to pass property taxes from Springlake FPD to UCD prior to the completion of this MSR. There are no additional overlapping boundaries or spheres among the FPDs in Yolo County. All of Yolo County is covered by a single FPD, and each FPD has a sphere of influence that is coterminous with its boundaries.

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 MSR is not expected to require a sphere of influence (SOI) update. All FPDs currently have SOI's that are coterminous with their boundaries, and expanding any SOI would result in overlapping districts.

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 herin: 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