



**REQUEST FOR PROPOSALS**  
**INDEPENDENT PROFESSIONAL AUDIT SERVICES**  
**To Audit Santa Clara LAFCO Financial Statements for**  
**Fiscal Years ending 2018, 2019, 2020 and 2021**

**I. Introduction**

The Local Agency Formation Commission (LAFCO) of Santa Clara County is seeking proposals from qualified independent Certified Public Accounting firms to audit LAFCO's financial statements and prepare its General Purpose Financial Statements (GPFS) for the fiscal years ending June 30, 2018, June 30, 2019, June 30, 2020, and June 30, 2021. The audits are to be performed in accordance with generally accepted auditing standards and the standards set for financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States and U.S. Office of Management and Budget (OMB) Circular A-133 *Audits of States, Local Governments, and Non-Profit Organizations*, as well as any other current and applicable federal, state, local or programmatic audit requirements.

It is anticipated the selection of a firm will be completed in July 2018.

**II. Background**

LAFCO of Santa Clara County is an independent local agency created by the State Legislature in 1963 to encourage orderly growth and development of local agencies. LAFCO's mission is to promote sustainable growth and good governance in Santa Clara County by preserving agricultural and open space lands, preventing urban sprawl, encouraging efficient delivery of services, promoting accountability and transparency of local agencies, and exploring and facilitating regional opportunities for fiscal sustainability.

Effective January 2001, the Cortese Knox Hertzberg Local Government Reorganization Act of 2000 required LAFCOs to be independent bodies. In June 2001, Santa Clara LAFCO entered into a Memorandum of Understanding (MOU) with the County of Santa Clara under which the County provides staffing, facilities and support services to LAFCO including all payroll, banking, and accounting services. LAFCO's funds are maintained in the County Treasury,

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777 North First Street, Suite 410 ▪ San Jose, CA 95112 ▪ (408) 993-4713 ▪ [www.santaclaralafco.org](http://www.santaclaralafco.org)

COMMISSIONERS: Sequoia Hall, Sergio Jimenez, Rob Rennie, John L. Varela, Mike Wasserman, Susan Vicklund Wilson, Ken Yeager

ALTERNATE COMMISSIONERS: Sylvia Arenas, Cindy Chavez, Yoriko Kishimoto, Russ Melton, Terry Trumbull

EXECUTIVE OFFICER: Neelima Palacherla

LAFCO is included in the County's financial accounting system, and all LAFCO financial transactions are subject to the internal controls in place at the County. The County provides accounting and reporting on both LAFCO's budget and actual transactions. The County treats LAFCO as a Special Revenue Fund to reflect its status as an independent agency that is separate from the County. The County has included LAFCO in its external audit process, and in its Comprehensive Annual Financial Report (CAFR), however LAFCO is presented together with other funds and therefore there is a lack of separate or detailed information on LAFCO.

In recent discussions, staff at the County Controller's Office concurred that as an independent agency, LAFCO should issue its own financial statements similar to several LAFCOs around the state, instead of being comingled with the County. This will have the advantage of providing greater clarity and transparency on LAFCO's financials.

At the April 4, 2018 meeting, the Commission directed staff to arrange for an annual audit of LAFCO's financial statements to be conducted by an independent auditor, beginning with the current fiscal year (FY 2018).

More information on Santa Clara LAFCO is available on the LAFCO website at <http://www.santaclaralafco.org>.

### **III. Scope of Services**

LAFCO is seeking qualified proposals for an independent financial audit for fiscal years 2018, 2019, 2020, and 2021, in accordance with the following requirements:

1. The audits are to be performed in accordance with generally accepted auditing standards and the standards set for financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States and U.S. Office of Management and Budget (OMB) Circular A-133 *Audits of States, Local Governments, and Non-Profit Organizations*, as well as any other current and applicable federal, state, local or programmatic audit requirements.
2. The audit firm shall issue a separate "management letter" that includes recommendations, if any, for improvements in internal control that are considered to be significant deficiencies or material weaknesses.
3. Staff from the audit firm must present the audit report to the LAFCO Commission at a public meeting.

LAFCO staff will provide assistance during the audit by making available any background information, analysis, documentation, and explanation, and will assist in preparing the MD&A, as required.

All working papers and reports are to be retained at the auditor's expense for a minimum of three years, and made available to LAFCO, if requested.

**IV. Budget**

A final budget amount for this project will be negotiated with the consulting firm selected for the work prior to reaching agreement. The anticipated project cost of the proposal to audit Santa Clara LAFCO Financial Statements for fiscal years ending 2018, 2019, 2020 and 2021 should not exceed \$50,000.

**V. Timetable of Deliverable Reports**

The audit firm shall be responsible for the preparation and word processing of the following financial statements for each Fiscal Year:

<u>Report Description</u>	<u>Number of Copies</u>	<u>Due date</u>
General Purpose Financial Statements	1 electronic version (both PDF and Word)	September 15 of every year

A draft copy of each financial statement should be delivered to the LAFCO Executive Officer for review approximately 21 days prior to the deadline noted above. A final services agreement including the final schedule will be negotiated before executing the contract.

**VI. Timetable of Audit Work to be Performed**

LAFCO's books close on June 30 each year and are ready for audit soon thereafter. The audit fieldwork should begin no earlier than the date of the closing of books each fiscal year and be complete in time to meet the September 15 deadline of each year. A final services agreement including the final schedule will be negotiated before executing the contract.

**VII. Proposal Requirements**

Response to this RFP must include all of the following:

1. **Title Page** - with proposal subject, the firm's name and contact person and the firm's California CPA License Number and Federal Identification Number.
2. **Cover Letter** – briefly stating the auditing firm's understanding of the work to be performed and, the commitment to perform the work in the required time frame. The statement should demonstrate the experience and qualifications to perform the required duties, including information regarding government audit experience, and the ability to stay within budget, and schedule. The cover letter should also make a statement that the firm's offer is a firm, irrevocable offer for 60 days. The cover letter

should indicate whether the firm is independent with respect to LAFCO and that the firm is an Equal Opportunity Employer.

3. **Proposer's Qualifications** – with the following information:
  - A. Identification and designation of the individual(s) who would perform the work, including resumes documenting their education, CPA licenses, relevant experience, and competence to perform that work. Note that any subsequent changes in staff performing the work will require prior approval by LAFCO.
  - B. Sufficient information should be provided regarding current local government audit clients and date that the client has been served.
  - C. Provide any other information regarding general consulting and special audits provided by the firm, relevant to LAFCO.
4. **Assistance Needed from LAFCO** – identifying any information, materials, and/ or work assistance required from LAFCO
5. **Approach, Scope and Timing of the Audit**
  - A. Provide, in sufficient detail, the firm's understanding of and approach to LAFCO's audit, including specific information on procedures to be performed, auditing standards to be followed, and reports to be issued by the audit firm.
  - B. An overall project schedule, including the timing of each work task.
6. **Availability of Professionals** – information about availability of professionals who will be involved in the work.
7. **Maximum Fee and Hourly Rates** - The maximum fees and hourly rates for the audit should be provided in the following format for each fiscal year ending on June 30, 2018, 2019, 2020, and 2021. The fees should be inclusive of any out-of-pocket expenses incurred by the audit firm:
  - A. A not-to-exceed maximum fee (including expenses) for the fiscal years ending

June 30, 2018	\$ _____
June 30, 2019	\$ _____
June 30, 2020	\$ _____
June 30, 2021	\$ _____
  - B. The hourly rates for each person who will be involved in the work.

7. **Other Information Required in Proposal** - The auditing firm shall provide a copy of its most recent Peer Review together with the California Society of CPAs' acceptance of such peer review.
8. **Comments about the draft services agreement** (*Attachment 1*) specifically including the ability of the consulting firm to meet the insurance requirements and other provisions.
9. **References** - A list of not less than three (3) client references for which services similar to those outlined in this request for proposals have recently been, or are currently being, provided. For each reference listed, provide the name of the organization, dates, and type of service(s) provided, and the name, address, e-mail address and telephone number of the appropriate contact.

#### **VIII. Evaluation Criteria and Selection Process**

Proposals will be evaluated based upon their response to the provisions of this Request for Proposal. The following criteria will be used to evaluate responses to this proposal:

- The firm's licensing, independence with respect to LAFCO and results of most recent peer review
- Qualifications and Related Experience of the audit team who will serve LAFCO (Partner, Manager and Senior Auditors)
- Experience of the firm auditing California cities or other public agencies
- Reference of local government clients
- Thoroughness of approach to conducting LAFCO's audit
- Demonstration of the understanding of the objectives and scope of the audit
- Commitment to timeliness in the conduct of the audit
- Maximum fees to conduct the audit

A consultant selection committee will review proposals and the most qualified consulting firm will be selected based on the above evaluation criteria and reference checks. Interviews may be held, if needed, in mid-July 2018. The selection committee is expected to make a decision soon after. Following the selection of the most qualified consulting firm, a final services agreement including budget, schedule, and final Scope of Services statement will be negotiated before executing the contract.

LAFCO reserves the right to reject any or all proposals, to issue addenda to the RFP, to modify the RFP or to cancel the RFP.

**IX. Submission Requirements**

DUE DATE AND TIME: **Monday, July 2, 2018 (4:00 PM)**

Proposals received after this time and date may be returned unopened.

NUMBER OF COPIES:

5 copies

DELIVER TO:

Neelima Palacherla  
LAFCO of Santa Clara County  
777 North First Street, Suite 410  
San Jose, CA 95112

*Note:* If delivery is to be in person please first call the LAFCO office (408-993-4705 or 4709) to arrange delivery time.

**X. LAFCO Contact**

Lakshmi Rajagopalan  
LAFCO of Santa Clara County  
Voice: (408) 993-4709  
Email: lakshmi.rajagopalan@ceo.sccgov.org

**XI. Attachments**

1. Professional Service Agreement and Insurance Requirements

**XII. Reference Information**

More information on LAFCO of Santa Clara County and its activities are available on the LAFCO website (<http://www.santaclaralafco.org/>), including the following:

- Frequently Asked Questions (FAQs)  
(<http://www.santaclaralafco.org/about-lafco/faq>),
- 2016-2017 LAFCO Annual Report  
(<http://www.santaclaralafco.org/file/AnnualReport/FY2017AnnualReport.pdf>),
- Fiscal Year 2017-2018 LAFCO Budget  
(<http://www.santaclaralafco.org/file/Budget/03%20LAFCO%20Budget%20FY2018.pdf>)

**SERVICES AGREEMENT BETWEEN  
THE LOCAL AGENCY FORMATION COMMISSION  
OF SANTA CLARA COUNTY AND \_\_\_\_\_  
FOR INDEPENDENT PROFESSIONAL AUDITING SERVICES**

This Agreement ("Agreement") is made effective \_\_\_\_\_, by and between the Local Agency Formation Commission of Santa Clara County ("LAFCO") and \_\_\_\_\_ ("Contractor") to provide consulting services to prepare and implement a communications and outreach plan for LAFCO.

WHEREAS, pursuant to the Cortese-Knox-Hertzberg Act, Government Code section 56000 et seq., LAFCO is an independent body; and

WHEREAS, LAFCO needs assistance with the annual audit of its financial statements and preparation of its General Purpose Financial Statements for Fiscal Years ending 2018, 2019, 2020 and 2021; and

WHEREAS, Contractor has experience and expertise necessary to provide such services; and

WHEREAS, at the June 6, 2018 meeting of LAFCO, the Commission delegated authority to the LAFCO Executive Officer to execute an agreement with the most qualified consultant to audit Santa Clara LAFCO financial statements for fiscal years ending 2018, 2019, 2020 and 2021;

THEREFORE, the parties agree as follows:

**1. Nature of Services.**

Contractor will provide to LAFCO the services described in Exhibit A, Scope of Services, which is attached hereto and incorporated herein by this reference. Contractor shall perform the services in accordance with the project timeline as described in Exhibit A2, which is attached hereto and incorporated herein by this reference.

**2. Term of Agreement.**

This Agreement is effective from the date of final execution, to and including \_\_\_\_\_, unless terminated earlier in accordance with Section 4.

**3. Compensation.**

A. Contractor will be compensated for services provided under this Agreement in accordance with the Rate Schedule included in Exhibit A3, which is attached hereto and incorporated herein by this reference. Contractor will complete all the work and tasks described in Exhibit A for an amount not to exceed \_\_\_\_\_. The Contractor shall be paid based on the rate schedule

indicated in Exhibit A3, but compensation and expenses shall not exceed the maximum compensation stated herein.

B. Contractor will provide LAFCO with task-specific invoices based on estimated costs in Contractor's proposal, which shall be accompanied by a detailed summary of activities undertaken over the course of completing the task.

C. Delivery of the work products identified in Exhibit A shall be in accordance with the project timeline provided in Exhibit A2, which has been negotiated between the parties prior to the effective date of this Agreement, or as otherwise determined by mutual written agreement of the parties. If the reports are not delivered according to such timeline in Exhibit A2 or as otherwise mutually agreed or if they do not comply with the requirements in the Scope of Services, it is understood, acknowledged and agreed that LAFCO will suffer damage. As fixed and liquidated damages, LAFCO shall withhold from Contractor the payment of the sum of \$200 per calendar day for each and every calendar day of delay beyond the date that such reports are due in accordance with Exhibit A2, or as otherwise mutually agreed. For purposes of this section, the total cost for each of the tasks shall be consistent with the rate schedule in Exhibit A3.

#### **4. Termination.**

A. Termination Without Cause. Either party may terminate this Agreement without cause by giving the other party thirty (30) days written notice.

B. Termination for Cause. LAFCO may terminate this Agreement for cause upon written notice to Contractor. For purposes of this Agreement, cause includes, but is not limited to, any of the following: (1) material breach of this Agreement by Contractor, (b) violation by Contractor of any applicable laws, (c) assignment by Contractor of this Agreement without the written consent of LAFCO pursuant to Section 13, or (d) failure to provide services in a satisfactory manner. Such notice shall specify the reason for termination and shall indicate the effective date of such termination.

C. In the event of termination, Contractor will deliver to LAFCO copies of all reports and other work performed by Contractor under this Agreement whether complete or incomplete, and upon receipt thereof, Contractor will be compensated based on the completion of services provided, as solely and reasonably determined by LAFCO.

#### **5. Project Managers; Substitution**

A. Contractor designates \_\_\_\_\_ as the Contractor's Project



Manager for the purpose of performing the services under this Agreement.  
\_\_\_\_\_ will serve as day-to-day contact for LAFCO and work directly with staff.

B. LAFCO designates the LAFCO Executive Officer as its Project Manager for the purpose of managing the services performed under this Agreement.

C. Contractor may not substitute anyone other than \_\_\_\_\_ to serve as Project Manager without the written permission of the LAFCO Executive Officer or her authorized representative. Any such substitution shall be with a person or firm of commensurate experience and knowledge necessary for the tasks to be undertaken.

## **6. Conflicts of Interest.**

In accepting this Agreement, Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services.

Contractor further covenants that, in the performance of this Agreement, it will not employ any contractor or person having such an interest.

## **7. Indemnification/Insurance.**

Contractor's indemnification and insurance obligations with respect to this Agreement are set forth in Exhibit B, attached hereto and incorporated herein by this reference.

## **8. Professional Licenses & Compliance with all Laws.**

A. In accepting this Agreement, Contractor certifies that they possess all licenses &/or certificates required by Contractor's profession (Indicating type; No.; State; & Expiration date) for providing said service and shall maintain the required licenses &/or certificates throughout this Agreement; and that Contractor's performance will meet the standards of licensure/certification

B. Contractor shall, during the term of this contract, comply with all applicable federal, state, and local rules, regulations, and laws.

## **9. Maintenance of Records.**

Contractor shall maintain financial records adequate to show that LAFCO funds paid under the contract were used for purposes consistent with the terms of the contract. These records shall be maintained during the term of this contract and for a period of three (3) years from termination of this contract or until all claims, if any, have been resolved, whichever period is longer, or longer if

otherwise required under other provisions of this contract.

**10. Nondiscrimination.**

Contractor will comply with all applicable Federal, State, and local laws and regulations including Santa Clara County's equal opportunity requirements. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101 and 1102. Contractor will not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor will Contractor discriminate in provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

**11. Notices.**

All notices required by this Agreement will be deemed given when in writing and delivered personally or deposited in the United States mail, postage prepaid, return receipt requested, addressed to the other party at the address set forth below or at such other address as the party may designate in writing in accordance with this section:

To Contractor: \_\_\_\_\_  
\_\_\_\_\_

To LAFCO: LAFCO Executive Officer  
777 North First Street  
Suite 410  
San Jose, CA 95112

**12. Governing Law.**

This Agreement has been executed and delivered in, and will be construed and enforced in accordance with, the laws of the State of California. Venue shall be in Santa Clara County.

**13. Assignment.**

Contractor has been selected to perform services under this Agreement based upon the qualifications and experience of Contractor's personnel. Contractor may not assign this Agreement or the rights and obligations hereunder without the specific written consent of LAFCO. Any attempted assignment or subcontract without prior written consent will be null and void and will be cause, in LAFCO's sole and absolute discretion, for immediate termination of the Agreement.

**14. Relationships of Parties; Independent Contractor.**

Contractor will perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of LAFCO. None of the provisions of this Agreement is intended to create, nor shall be deemed or construed to create, any relationship between the parties other than that of independent parties contracting with each other for purpose of effecting the provisions of this Agreement. The parties are not, and will not be construed to be in a relationship of joint venture, partnership or employer-employee. Neither party has the authority to make any statements, representations or commitments of any kind on behalf of the other party, or to use the name of the other party in any publications or advertisements, except with the written consent of the other party or as is explicitly provided herein. Contractor will be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any.

**15. Entire Agreement.**

This document represents the entire Agreement between the parties with respect to the subject matter hereof. All prior negotiations and written and/or oral agreements between the parties with respect to the subject matter of this Agreement are merged into this Agreement.

**16. Amendments.**

This Agreement may be amended only by an instrument signed by the parties.

**17. Counterparts.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

**18. Severability.**

If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid or unenforceable, the same will either be reformed

to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

**19. Waiver.**

No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party must be in writing, and shall apply to the specific instance expressly stated.

**20. Ownership of Materials and Confidentiality.**

A. Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for LAFCO to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). Contractor shall require all sub consultants to agree in writing that LAFCO is granted a non-exclusive and perpetual license for any Documents & Data the sub consultant prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Contractor or provided to Contractor by LAFCO. LAFCO shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at LAFCO's sole risk.

B. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of Contractor, be used by Contractor for any purposes other than the performance of the Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Agreement. Nothing furnished to Contractor which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use LAFCO's name or insignia, photographs of the Services, or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium

without the prior written consent of LAFCO.

C. Confidential Information. LAFCO shall refrain from releasing Contractor's proprietary information ("Proprietary Information") unless LAFCO's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case LAFCO shall notify Contractor of its intention to release Proprietary Information. Contractor shall have five (5) working days after receipt of the Release Notice to give LAFCO written notice of Contractor's objection to LAFCO's release of Proprietary Information. Contractor shall indemnify, defend and hold harmless LAFCO, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. LAFCO shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Contractor fails to fully indemnify, defend (with LAFCO's choice of legal counsel), and hold LAFCO harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that LAFCO release such information.

**IN WITNESS WHEREOF**, LAFCO and Contractor have executed this Agreement as follows:

LAFCO

Contractor

\_\_\_\_\_  
Neelima Palacherla  
LAFCO Executive Officer

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Malathy Subramanian, LAFCO Counsel

- Exhibits to this Agreement:
- Exhibit A – Scope of Services
  - Exhibit A2 – Project Timeline
  - Exhibit A3 – Rate Schedule
  - Exhibit B – Indemnification and Insurance



INSURANCE REQUIREMENTS FOR STANDARD SERVICE CONTRACTS  
BETWEEN \$10,001 AND \$50,000

Indemnity

During the term of this contract, the Contractor shall indemnify, defend, and hold harmless the Local Agency Formation Commission of Santa Clara County (hereinafter "LAFCO"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by LAFCO. It is the intent of the parties to this Agreement to provide the broadest possible coverage for LAFCO. The Contractor shall reimburse LAFCO for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the LAFCO under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of LAFCO, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the LAFCO Executive Officer, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by LAFCO Executive Officer. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policyholder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the LAFCO Executive Officer.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the LAFCO Executive Officer.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$500,000
  - b. General aggregate - \$500,000
  - c. Products/Completed Operations aggregate - \$500,000
  - d. Personal Injury - \$500,000
2. General liability coverage shall include:
- a. Premises and Operations
  - b. Products/Completed
  - c. Personal Injury liability
  - d. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to LAFCO:
- Additional Insured Endorsement**, which shall read:
- “LAFCO, members of LAFCO, employees of LAFCO, County of Santa Clara, members of the Board of Supervisors of the County of Santa Clara, and the officers, agents and employees of the County of Santa Clara, individually and collectively, as additional insureds.”
- Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by LAFCO, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy.
4. Automobile Liability Insurance
- For bodily injury (including death) and property damage which provides total limits of not less than one hundred thousand dollars (\$100,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.
5. Workers' Compensation and Employer's Liability Insurance
- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
  - b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

E. Special Provisions

The following provisions shall apply to this Agreement:

- 1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the LAFCO Executive Officer or insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
- 2. LAFCO acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall



not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by LAFCO upon satisfactory evidence of financial capacity. Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. LAFCO reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

**F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)**

Before receiving compensation under this Agreement, Contractor will furnish LAFCO with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the LAFCO cited herein. If such bond is canceled or reduced, Contractor will notify LAFCO immediately, and LAFCO may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of LAFCO.

