



**Local Agency
Formation Commission
of Santa Clara County**

777 North First Street
Suite 410
San Jose, CA 95112

SantaClaraLAFCO.org

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Neelima Palacherla

REQUEST FOR PROPOSALS COUNTYWIDE FIRE SERVICE REVIEW

I. OBJECTIVE

The Local Agency Formation Commission (LAFCO) of Santa Clara County is seeking proposals from professional service firms to prepare a Countywide Fire Service Review. This work is to be completed in compliance with applicable California Government Code sections, local LAFCO policies and the latest available LAFCO Municipal Service Review Guidelines prepared by the Governor's Office of Planning and Research (OPR). The service reviews are intended to serve as a tool to help LAFCO, the public and other agencies better understand the public service structure and to develop information to update the spheres of influence of special districts and cities in the county. LAFCO is not required to initiate boundary changes based on service reviews. However, LAFCO, local agencies or the public may subsequently use the service reviews together with additional research and analysis where necessary, to pursue changes in jurisdictional boundaries or spheres of influence.

II. BACKGROUND

The Cortese Knox Hertzberg Local Government Reorganization Act (CKH Act) mandates that LAFCO conduct service reviews prior to or in conjunction with sphere of influence updates and requires that LAFCO once every five years, as necessary, review and update the sphere of influence of each city and special district [Government Code § 56430]. The Service Review must include an analysis and written statement of determination regarding each of the following seven categories:

- Growth and population projections for the affected area
- Location and characteristics of any disadvantaged unincorporated communities within or contiguous to the sphere of influence
- 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
- Financial ability of agencies to provide services

- Status of, and opportunities for, shared facilities
- Accountability for community service needs, including governmental structure and operational efficiencies
- Any other matter related to effective or efficient service delivery, as required by commission

Additionally, as part of the sphere of influence updates LAFCO must prepare an analysis and written statement of determinations for each special district regarding certain factors. [Government Code § 56425(e)]

Santa Clara LAFCO is responsible for establishing, reviewing, and updating Spheres of Influence for 44 public agencies in Santa Clara County (15 cities and 28 special districts). LAFCO's Service Review Policies (adopted October 14, 2009), along with the State Office of Planning and Research's Municipal Service Review Guidelines, provide guidance to LAFCO in preparing and conducting service reviews.

LAFCO completed and adopted its first round of service reviews and sphere of influence updates prior to January 1, 2008 and its second round of service reviews and sphere of influence updates for all cities and special districts prior to January 1, 2015.

LAFCO's most recent [Countywide Fire Service Review Report](#) was adopted in 2010 and is available on the LAFCO website. The Report has been a valuable resource for LAFCO, the public, and other local agencies seeking to gain a better understanding on how fire service and emergency medical services are provided in the county.

LAFCO, at its December 2, 2020 meeting set priorities for the completion of LAFCO's third round of service reviews and sphere of influence updates. LAFCO's service reviews work plan calls for the completion of 4 studies over the next four calendar years. It is anticipated that these studies will be conducted by professional service firms under the operational direction of the LAFCO Executive Officer. One of the first priorities, a countywide review of fire service in Santa Clara County and sphere of influence updates for fire districts, is the subject of this Request for Proposal (RFP).

III. SCOPE OF SERVICES

A draft Scope of Services is enclosed with this RFP as **Attachment 1**. A final statement of services to be provided will be negotiated with the firm selected to conduct the service review and will be included as part of the professional services agreement.

IV. BUDGET

A final budget amount for this project will be negotiated with the firm selected for the work prior to reaching agreement. The anticipated project cost of the proposal should not exceed \$150,000.

V. SCHEDULE

It is anticipated that the firm will start work in late **March 2021**. The final schedule for this project will be negotiated with the firm selected for the work prior to

reaching an agreement and will be based on the key steps listed in the Scope of Services.

VI. PROPOSAL REQUIREMENTS

Response to this RFP must include all of the following:

1. A statement about the firm that describes its history as well as the competencies and resumes of the principal and all professionals who will be involved in the work. This statement should describe the firm's level of expertise in the following areas:

General Expertise

- Familiarity with CKH Act, the role and functions of LAFCO, and the service review process
- Ability to analyze and present information in an organized format
- Ability to quickly interpret varied budget and planning documents
- Ability to facilitate and synthesize input from a variety of stakeholders
- Familiarity with public input processes and experience in managing the presentation and dissemination of public information for review and comment
- Experience in fostering multi-agency partnerships and cooperative problem-solving
- Ability to provide flexible and creative alternatives where necessary to resolve service and policy issues

Fire Protection Service Expertise

- Management level understanding of how fire protection services are financed and delivered
- Experience with operational aspects of fire protection service provision in California (fire departments, fire districts, and volunteer fire companies)
- Experience in fire protection service organization analysis, including evaluating government structure options (advantages and disadvantages of the consolidation or reorganization of service providers)
- Experience in the financial analysis of fire protection service delivery systems, including identifying financing constraints / opportunities and cost avoidance opportunities
- Experience in evaluating fire protection service delivery systems, including performance measurements, and benchmarking techniques
- Experience in evaluating impacts of recent climate change (drought, winds, fuel) and their impact on fires in wildland/urban interface (WUI)

2. Identification of the lead professional responsible for the project and identification of the professional(s) who will be performing the day-to-day work.
3. Identification of any associate consultant firms to be involved. If associate consultant firms are proposed, describe the work they will perform and include the same information for each as required for items 1 and 2 above.
4. A statement of related experience accomplished in the last five years and references for each such project, including the contact name, address, and telephone number.
5. A statement regarding the anticipated approach for this project, including conducting community engagement and outreach, and explicitly discussing and identifying suggested changes to the draft Scope of Services (**Attachment 1**).
6. Identification of any information, materials and/or work assistance required from LAFCO and / or involved fire agencies or departments to complete the project. The expectation is that the consultant will use all available data sources to develop/update information for agency profiles in an effort to minimize the workload for affected agencies.
7. An overall project schedule, including the timing of each work task.
8. Information about the availability of all professionals who will be involved in the work, including any associate consultants.
9. The anticipated project cost, including:
 - a. A not-to-exceed total budget amount.
 - b. The cost for each major sub-task identified in the draft Scope of Services.
 - c. The hourly rates for each person who will be involved in the work, including the rates of any associate consultants.
10. Comments about the draft services agreement (**Attachment 2**) specifically including the ability of the firm to meet the insurance requirements and other provisions.

VII. SUBMISSION REQUIREMENTS

Please note that the LAFCO office is closed to the public due to the ongoing COVID-19 pandemic and all LAFCO staff are working remotely. Responses to RFP will be accepted by email only at lafco@ceo.sccgov.org and should be addressed to Neelima Palacherla, LAFCO Executive Officer. Proposals should be submitted in a complete, single electronic file, to the email specified in this notice.

DUE DATE AND TIME: Friday, February 26, 2021, at 5:00 PM

Proposals received after that time and date will not be considered. Santa Clara LAFCO accepts no responsibility if delivery is made to another location other than location specified above and/or delayed deliveries.

VIII. EVALUATION CRITERIA AND SELECTION PROCESS

Firms will be selected for further consideration and follow-up interviews based on the following criteria:

- Relevant work experience
- The completeness of the responses
- Overall project approaches identified
- Proposed project budget

A consultant selection committee will conduct interviews and the most qualified firm will be selected based on the above evaluation criteria and reference checks. **Interviews will be held in early March 2021.** The selection committee is expected to make a decision soon after. Following the selection of the most qualified 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. LAFCO CONTACT

Neelima Palacherla, Executive Officer
LAFCO of Santa Clara County
Voice: (408) 993-4713
Email: lafco@ceo.sccgov.org

X. ATTACHMENTS

1. Draft Scope of Services (**Attachment 1**)
2. Draft Professional Service Agreement and insurance obligations (**Attachment 2**)

XI. REFERENCE INFORMATION

Please refer to LAFCO's website (www.santaclaralafco.org) for general information about Santa Clara LAFCO and the following links for further information:

1. LAFCO's Service Review Policies:
(<https://santaclaralafco.org/resources/policies/service-review-policies>)
2. LAFCO Municipal Service Review Guidelines, issued by the Governor's Office of Planning and Research:
(<https://calafco.org/sites/default/files/resources/MSRGuidelines-FINAL.pdf>)
3. LAFCO Service Reviews Webpage: (<https://santaclaralafco.org/cities-and-special-districts/service-reviews>)
4. 2010 Countywide Fire Service Review (Adopted December 15, 2010):
(<https://santaclaralafco.org/cities-and-special-districts/service-reviews/second-round/2010-countywide-fire-service-review>)

5. Saratoga Fire Protection District Special Study (Adopted May 9, 2014):
(<https://santaclaralafco.org/cities-and-special-districts/service-reviews/second-round/saratoga-fire-protection-district-special>)
6. 2004 Countywide Fire Service Review (Adopted April 7, 2004):
(<https://santaclaralafco.org/cities-and-special-districts/service-reviews/first-round/countywide-fire-protection-service-review>)
7. Santa Clara County Community Wildfire Protection Plan:
(<https://www.sccfd.org/santa-clara-county-community-wildfire-protection-plan>)
8. Relevant LAFCO Staff Reports
 - December 2, 2020 Meeting
(<https://santaclaralafco.org/meetings/commission-meeting-2020-12-02-211500>)(see Item #5)
 - February 3, 2021 Meeting
(<https://santaclaralafco.org/meetings/commission-meeting-2021-02-03-211500>)(see Item #5)

SCOPE OF SERVICES

COUNTYWIDE FIRE SERVICE REVIEW AND FIRE DISTRICT SPHERE OF INFLUENCE UPDATES

The Countywide Fire Service Review Report will provide a comprehensive overview of all the agencies that provide fire service and emergency medical services in the County, evaluate the provision of these services, recommend actions to promote efficient service delivery, and review and update the spheres of influence of the 4 fire districts.

I. SERVICE REVIEW AND SPHERE OF INFLUENCE UPDATES REQUIREMENTS

Pursuant to California Government Code §56430, LAFCO is required to adopt a written statement of determination for each of the following considerations:

1. Growth and population projections for the affected area.
2. Location and characteristics of any disadvantaged unincorporated communities within or contiguous to the sphere of influence
3. 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
4. Financial ability of agencies to provide services.
5. Status of, and opportunities for, shared facilities.
6. Accountability for community service needs, including governmental structure and operational efficiencies.
7. Any other matter related to effective or efficient service delivery, as required by commission policy.

California Government Code §56425 requires LAFCO, when determining the sphere of influence of each local agency, to prepare and adopt a written statement of determination for each city and special district regarding the following considerations:

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 the commission determines that they are relevant to the agency Status of, and opportunities for, shared facilities.
5. For an update of a sphere of influence of a city or special district that provides public facilities or services related to sewers, municipal and industrial water, or structural fire protections that occurs pursuant to subdivision (g) on or after July 1, 2012, the present and probable need for those public facilities and services of any disadvantaged unincorporated communities within the existing sphere of influence.

II. OVERVIEW OF FIRE SERVICES AND 911 EMERGENCY MEDICAL SERVICES IN SANTA CLARA COUNTY

There are several agencies providing fire services in Santa Clara County. Some of the county's 15 cities provide their own fire services, where other cities contract with other service providers. Four special districts provide fire protection services to various parts of the County. The California Department of Forestry and Fire Protection (CAL FIRE) provides fire protection services for wild land fires during the "fire season" to some of the unincorporated areas within the county. The South Santa Clara County Fire District contracts with CAL FIRE for personnel and administration. Similarly, the City of Morgan Hill contracts with CAL FIRE for personnel. These agencies coordinate fire services with each other through a system of contracts, mutual aid agreements, automatic aid agreements, and boundary drop agreements. Several volunteer fire companies operate independently of these agencies within the county.

In addition, Stanford University contracts with the City of Palo Alto for fire suppression services for Stanford University facilities and lands. The NASA Ames Fire Department is responsible for fire protection service at NASA Ames Research/Moffett Airfield.

The Santa Clara County FireSafe Council, a non-profit organization, collaborates with CAL FIRE, Santa Clara County Central Fire Protection District and regional fire districts on a variety of projects involving fire prevention planning, fuel reduction, tree removal, and evacuation preparedness and planning.

Lastly, the County of Santa Clara contracts with Rural/Metro of California for advanced life support emergency ambulance services in the Santa Clara County Exclusive Operating Area (EOA). Per the agreement, the County's EOA includes Mountain View, Santa Clara, Cupertino, Milpitas, Sunnyvale, Los Altos, Los Altos Hills, Campbell, Los Gatos, Monte Sereno, Saratoga, San Jose, Morgan Hill, Gilroy, and all areas outside organized cities (including Moffett Field/NASA/AMES and unincorporated county not covered by a legally organized city or fire district). The County's EOA does not include the City of Palo Alto and Stanford lands, but allows Rural/Metro to provide ambulance mutual aid and automatic aid services to the City of Palo Alto as approved by the County and the City. The City of Palo Alto and private companies provide advanced life support emergency ambulance services to lands in the City and Stanford lands.

Identification of Service Providers for Study

Within Santa Clara County, the following agencies and organizations that provide fire protection services and/or emergency medical services and will be included in the service review:

Districts

1. Santa Clara County Central Fire Protection District (SCCFPD)
2. South Santa Clara County Fire Protection District
3. Los Altos Hills County Fire District
4. Saratoga Fire Protection District

Cities

1. City of Milpitas Fire Department
2. City of Santa Clara Fire Department
3. City of San Jose Fire Department
4. City of Sunnyvale Fire Department
5. City of Gilroy Fire Department
6. City of Palo Alto Fire Department
7. City of Mountain View Fire Department

Cities that Contract for Service

1. City of Morgan Hill Fire Department (contracts with CAL FIRE)
2. City of Campbell (contracts with SCCFPD)
3. City of Los Altos (contracts with SCCFPD)

Other

1. California Department of Forestry and Fire Protection (CAL FIRE)
2. NASA/AMES/Moffett Field
3. County of Santa Clara for 911 Emergency Medical Ambulance Services (contracts with Rural/Metro part of American Medical Response)
4. Volunteer Fire Companies (TBD)
5. Santa Clara County FireSafe Council

Preliminary Fire Service Issues and Topics

In addition to including the required analysis and written statement of service review determinations and sphere of influence updates, the Report will follow up on the issues and options/opportunities for addressing those issues that were

identified in the prior Countywide Fire Service Review which remain relevant. These issues include but are not limited to:

- Options for funding and providing services to underserved areas in the County and the status of and best practices for roles and oversight of volunteer fire companies to provide services in these areas
- Regional fire and emergency medical service delivery in South County Region
- Analysis of issues and efficiencies of fire districts contracting for service with another fire district
- Assessment of other opportunities to improve service effectiveness or efficiency for fire service providers in the County

The service review will also consider the following emerging issues, many of which are interconnected or overlap; and identify potential options/opportunities for addressing these issues in Santa Clara County, as necessary:

Climate Change, Wildfires, and Fire Concerns in the Wildland Urban Interface:

A review of the risks and impact of climate change on fire service provision in Santa Clara County, including specific communities considered at higher risk due to their geography and topography; a review of what agencies are doing to mitigate the increased associated risks of wild fires; and analysis of the pros and cons of various alternative options for better addressing these risks.

The review will analyze how each applicable agency is addressing fire concerns in the wildland urban interface (WUI) and how the combined presence of certain environmental factors (e.g. high winds and high fuel levels) and man-made factors (e.g. more development) can significantly increase fire danger in the WUI.

The review will also consider whether current and/or new plans and guiding documents (e.g. Santa Clara County Community Wildfire Protection Plan, etc.) could enable affected agencies to better prioritize and provide consistency in the delivery of fire prevention and protection services countywide, including in high fire risk areas.

Role of Mutual and Automatic Aid, and Interagency Communication and Coordination:

A review and analysis by agency of the frequency and locations of mutual aid and automatic aid services as a provider and a recipient (including mutual aid with adjacent County agencies), the cost formula for mutual aid and automatic aid services, regional benefits offered by each agency pertaining to fire protection and prevention, and how mutual aid benefits and/or burdens the countywide fire protection system. The review will also consider interagency communication and coordination responsibilities in fire prevention planning/programming and during fire events, including in the WUI, along shared borders, and on public and private lands and public rights-of-way.

Fire Prevention, Protection, and Community Resiliency:

A review and analysis of the fire prevention, protection, and community resiliency programs agencies are providing in Santa Clara County, including programs intended to strengthen local community resiliency to withstand and recover from wildland fires. This review will identify and use appropriate benchmarks to analyze the effectiveness of these programs; analyze the pros and cons of various alternative options for providing these programs/services; and identify applicable best practices for safe evacuation of residents, hazardous vegetation removal and mitigation, creation of fuel and fire breaks, better alignment of programs with plans, and increased community understanding of and participation in these programs.

Other Miscellaneous:

A review of the new law requiring LAFCO to review fire service contracts; of LAFCO's consideration of fire risks when reviewing proposals that are located in a very high fire hazard zone; and of the presence and use of private fire protection services providers in Santa Clara County.

III. SERVICE REVIEW TASKS OVERVIEW

The Countywide Fire Service Review will be conducted in accordance with LAFCO policies adopted by the Commission and the service review guidelines developed by the Governor's Office of Planning and Research (OPR) where feasible. Preparation of the service review will include the following key steps, although other activities may be necessary:

1. Kick-Off & Community Engagement and Outreach

- Attend kick-off meetings with LAFCO staff and Technical Advisory Committee (TAC)
- Develop a community engagement and outreach approach
- Conduct up to three (3) public workshops on LAFCO's Countywide Fire Service Review to engage the community and receive input on fire related issues
- Prepare summary memos of input received at each meeting

2. Data Collection and Review

- Develop questionnaire relating to the evaluation categories for service reviews
- Identify appropriate standards to be used for service evaluation, as necessary
- Review questionnaire with LAFCO staff and TAC
- Collect information through interviews, meetings, surveys and /or research. All available data sources should be used to gather/update the information.

- Compile information in a database
- Verify compiled information with agencies

Work Products: Consultant must deliver to LAFCO staff complete information for each agency.

3. Data Analysis

- Analyze data and prepare preliminary findings based on standards, where appropriate
- Present and discuss the preliminary findings with LAFCO staff
- Present preliminary findings to TAC/agencies staff

Work Products: Consultant must deliver preliminary analysis and findings to LAFCO staff.

4. Administrative Draft Service Review Report

- Prepare an Administrative Draft Report for LAFCO staff review, in accordance with the project schedule.
- LAFCO staff will review and provide comments on the Administrative Draft Report, in accordance with the schedule

Work Products: Consultant must deliver Administrative Draft Report to LAFCO staff.

5. Draft Service Review Report & Community Workshops and LAFCO Public Hearing

- Address LAFCO staff's comments and prepare a Draft Service Review Report
- LAFCO staff will distribute the Draft Report for a 21-day public review and comment period
- Conduct up to three (3) public workshops to present the Draft Report and receive input and prepare summary memos of input received at each meeting
- Provide written responses to comments received during the public review period
- Present the Draft Report at the LAFCO Public Hearing

Work Products: Consultant must deliver MS Word version and a PDF version of the Draft Report.

6. Revised Draft Report & LAFCO Public Hearing

- Revise the Draft Report to address comments and submit the Revised Draft Report to LAFCO staff
- LAFCO staff will distribute the Revised Draft Report for a 21-day public review and comment period
- Provide written responses to comments received during the public review period
- Present the Revised Draft Report at the LAFCO Public Hearing

Work Products: Consultant must deliver a MS Word version and a PDF version of the Revised Draft Report.

7. Final Service Review Report

- Following LAFCO adoption of the Service Review, prepare the Final Report.

Work Products: Consultant must deliver a MS Word version, a PDF version, and 3 hard copies of the Final Report.

SERVICES AGREEMENT BETWEEN THE LOCAL AGENCY FORMATION COMMISSION OF SANTA CLARA COUNTY AND _____ FOR COUNTYWIDE FIRE SERVICE REVIEW AND SPHERE OF INFLUENCE UPDATES

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 for the development of a countywide service review for fire protection services within Santa Clara County and for the sphere of influence updates for the four special districts providing fire protection services in the county.

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 preparation of a countywide service review of fire protection services in Santa Clara County; and

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

WHEREAS, at the _____ meeting of LAFCO, the Commission delegated authority to the LAFCO Executive Officer to execute an agreement with the most qualified consultant for preparation of the countywide fire service review;

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 administrative draft report, the draft report addressing staff comments for public review and comment, the revised draft report for public review and comment, and the final report adopted by LAFCO 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. Compliance with all Laws.

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 ABOVE \$100,000

Indemnity

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 sole 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 contests its obligation to indemnify, defend and/or 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

Coverage at least as broad as Insurance Services Office ("ISO") Form CG 00 01 covering commercial general liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000.00 per occurrence. If a

general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability Insurance

Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000.00 combined single limit for bodily injury and property damage.

3. Workers' Compensation and Employer's Liability Insurance

Workers' Compensation Insurance as required by the State of California, with statutory limits, and Employer's Liability Insurance with limit of no less than \$1,000,000.00 per accident for bodily injury or disease. *(Not required if Contractor provides written verification it has no employees)*

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. Contractor's general liability and automobile liability policies shall be endorsed to (1) be primary and shall not seek contribution from the LAFCO's coverage and (2) add LAFCO and its officers, officials, employees, and agents as additional insureds under such policies using Insurance Services Office form CG 20 10 and CG 20 37 (or equivalent) on the general liability policy.
4. Contractor hereby grants to LAFCO a waiver of any right to subrogation which any insurer of said Contractor may acquire against the LAFCO by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation from its insurers, but this provision applies regardless of whether or not the LAFCO has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the LAFCO for all work performed by Contractor, its employees, agents and subcontractors.
5. 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.

6. LAFCO reserves the right to withhold payments to or terminate the contract with 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.