



REQUEST FOR PROPOSALS

FOR ACCOUNTING SERVICES

April 21, 2026

Orange County LAFCO
2677 North Main Street | Suite 1050 | Santa Ana, CA 92705
(714) 640-5100 | www.oclafco.org

April 21, 2026

RE: Request for Proposals (RFP) for Accounting Services

Dear Interested Party:

The Local Agency Formation Commission of Orange County (OC LAFCO) invites your firm to submit a proposal for Accounting Services.

To be considered, a submittal in accordance with the requirements, specifications, conditions, and provisions as described and set forth herein must be provided. Responses must satisfy all the objectives and work requirements specified in the Request for Proposal Scope of Services.

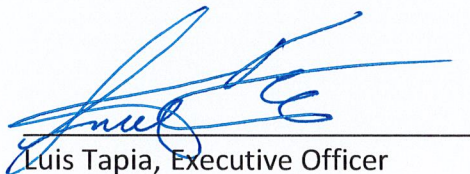
SUBMITTALS ARE DUE BY 4:00 PM on Tuesday, May 12, 2026, and may be delivered by mail or email (email submittal preferred) to: Luis Tapia, Executive Officer at OC LAFCO at 2677 North Main Street, Suite 1050, Santa Ana, CA, 92705, ltapia@oclafco.org. Any questions regarding this RFP should also be directed by email to Mr. Tapia or at (714) 640-5100. To ensure a timely response, questions must be received no later than **May 1, 2026, by 5:00 PM**. All questions and responses will be posted to www.oclafco.org.

The tentative schedule calls for the completion of evaluation of proposals and selection of a successful proposal by **Monday, May 18, 2026**. Final approval of an agreement is expected to be considered by the Commission.

PLEASE CHECK THE AGENCY'S WEBSITE (www.oclafco.org) FREQUENTLY FOR ANY CHANGES TO THIS RFP. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED ON THE WEBSITE.

Thank you for your interest.

Respectfully,



Luis Tapia, Executive Officer
OC LAFCO

I. OBJECTIVE

The Orange Local Agency Formation Commission (OC LAFCO) is seeking Proposals (Proposals) in this Request for Proposals (RFP) from professional, qualified, independent, highly experienced accounting firms to provide accounting services to OC LAFCO. The accounting services are to be conducted in accordance with federal and State accounting standards.

II. BACKGROUND

Following the end of World War II, California entered a new era of demographic growth and diversity, and economic development. With this growth came the need for housing, jobs and public services. To provide for these services, California experienced a wave of newly formed cities and special districts, but with little forethought as to how the new agencies should plan for services. The lack of coordination and adequate planning for future governance led to a multitude of overlapping, inefficient jurisdictional and service boundaries.

In 1963, the State Legislature created Local Agency Formation Commissions (LAFCOs) to help direct and coordinate California's growth in a logical, efficient, and orderly manner. Each county within California is required to have a LAFCO. LAFCOs are charged with the responsibility of making difficult decisions on proposals for new cities and special districts, spheres of influence, consolidations, and annexations.

A. LAFCO Commission Composition and Staffing

OC LAFCO Commission composition consists of the following: two members are from the County's Board of Supervisors; two members are elected officials from cities; two members are elected officials representing special districts; and one member is selected as a public at-large member. Each category has one alternate member, bringing the Commission to 11 members. OC LAFCO employs four employees, including an Executive Officer, two Analysts I, and a Clerk/Office Manager.

OC LAFCO's offices are located at:
2677 North Main Street, Suite 1050
Santa Ana, CA 92705

B. Funding for LAFCOs

In 2000, the State Legislature signed into law the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, which provided more independence for LAFCOs and changed the way LAFCOs are funded. Previously, LAFCOs were entirely funded (staffing, facilities, etc.) through their respective counties. Beginning January 1, 2001, State Law requires that LAFCOs be independent of their respective counties, and requires that LAFCO's beneficiaries, the county, cities and special districts, equally share in the funding of LAFCO's budgetary costs.

1. OC LAFCO Budget

The current operating budget for OC LAFCO is approximately \$1.837 million. Funding for LAFCO operations is equally shared by the county, the cities (34), and the independent special districts (27) located in the county. Although the county contributes one-third of the LAFCO funding, LAFCO is an independent agency and its budget is not subject to County approval or oversight. Due to available cost-saving opportunities, OC LAFCO has entered into various contractual arrangements with the county as well as private vendors to provide certain services for LAFCO, including: office facilities, insurance, banking/investments, purchasing, internal auditing, and employee benefits. OC LAFCO also participates in the following retirement system: the Orange County Employees' Retirement System (OCERS). OC LAFCO also maintains a payroll account with the County of Orange, checking and savings accounts with Wells Fargo, an account with the Local Agency Investment Fund (LAIF), and a Section 115 Public Agencies Post-Employment Benefits Trust with Public Agency Retirement Services (PARS).

III. CONTRACT SERVICES

A. Contract Work

The contract is described in the *Scope of Work* enclosed with this RFP as **Exhibit A**. The work encompasses providing professional accounting services to OC LAFCO, including all labor, supervision, and resources necessary to perform the Scope of Work described in this RFP and any resulting agreement.

The consultant shall perform all services in accordance with applicable federal, State of California, and local laws, regulations, and standards, including generally accepted accounting principles (GAAP) and any requirements specific to public agencies and OC LAFCO operations.

IV. COST

Proposers shall submit a Pricing Sheet that identifies the total of all charges to complete the Scope of Work. OC LAFCO reserves the right to negotiate the terms, conditions, and prices of the final Agreement, in its sole discretion, to achieve the most beneficial services and price. OC LAFCO may limit the negotiation, if any, to one or more responsive and responsible Proposer in accordance with the evaluation criteria. The negotiation with the Proposer(s) will not result in a change in rating of the proposers. If a satisfactory Agreement cannot be negotiated with the highest-rated Proposer, OC LAFCO may, at its sole discretion, begin negotiations with the next highest-rated Proposer who submitted a Proposal, as determined by OC LAFCO.

V. PROJECT SCHEDULE

The Proposer will provide ongoing accounting services to OC LAFCO beginning on or about July 1, 2026, in accordance with the Scope of Work.

VI. PROPOSAL SUBMISSION

A. Acceptance or Rejection of Proposals

OC LAFCO reserves the right to cancel this Request for Proposals at any time. OC LAFCO will not be liable for any costs incurred by any proposers in connection with the preparation and submittal of their Proposal, including where a Proposal is rejected, or the solicitation is canceled.

B. Altering Solicitation Document

The wording of the solicitation document shall not be changed. Any additions, conditions, limitations, or provisions inserted by the Proposer will render their Proposal irregular and may cause its rejection as nonresponsive.

C. RESPONSE EVALUATION AND SELECTION:

Proposals not meeting all requirements listed below may be rejected as nonresponsive:

Selection of the Consultant will be based on the criteria indicated below. The criteria are listed in random sequence and are not in any rank or order of importance. Proposers may be required to participate in an oral interview with the OC LAFCO management staff, and final selection by the Commission is anticipated by **June 10, 2026**.

Submit a Proposal by the deadline. The proposal must be time-stamped by LAFCO no later than **Tuesday, May 12, 2026**, and/or emailed by the deadline. Submit a Proposal in the form described in Paragraph D below, including but not limited to the Work Plan, Pricing Sheet, and Project Schedule.

Proposer meets all of the following Minimum Requirements to be considered:

1. The firm's licensing, independence with respect to OC LAFCO, and results of the most recent peer review.
2. Proposer or the Lead Professional(s) including Partner, Manager, and Senior Accountant assigned to manage the Contract work must demonstrate project oversight responsibilities.
3. Proposer or the Lead Professional(s) assigned to manage the Contract work demonstrate familiarity with OC LAFCOs and public agency accounting services.
4. The Proposer shall demonstrate a thorough understanding of governmental accounting principles and practices applicable to California public agencies and OC LAFCO. This includes, but is not limited to:
 - Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) requirements, including fund accounting and financial reporting.
 - California public sector budgeting, financial management, and regulatory requirements.
 - Preparation of governmental financial statements and supporting documentation suitable for audit, and coordination with independent auditors.
 - Internal controls, risk management, and best practices for safeguarding public funds.
 - OC LAFCO operations, funding structure, and applicable statutory requirements.
 - Use of governmental accounting systems and financial reporting tools.
5. Proposer or the Lead Professional managing the Contract work must demonstrate experience presenting to governing bodies at public meetings in the past three years.

The Proposer shall apply this knowledge to ensure accurate financial reporting, regulatory compliance, and effective financial management, and shall provide informed guidance on accounting standards, internal controls, and fiscal best practices.

D. Proposal Format and Content: The Proposal must contain the following information and be presented in an organized fashion.

- a. A Work Plan that comprehensively describes and in detail how the Proposer will meet the requirements of the Scope of Work (Exhibit A). The Work Plan shall include a staffing plan that clearly identifies the Lead Professional(s) responsible for managing the Contract work and any additional staff who will be performing the day-to-day work, including subcontractors and the estimated work hours for each. Note that the Work Plan may identify potential time and cost saving measure(s) proposed to complete the work.
- b. Experience – The Proposal must also describe relevant experience and/or familiarity with local governments’ financial statements, including, but not limited to OC LAFCO. The Experience section of the Proposal should describe the Proposer’s history as well as the competencies and resumes of the Lead Professionals, staff and subcontractors, who will be involved in the Contract work. This section of the Proposal should include the following:
 - i. Experience providing accounting services to California public agencies;
 - ii. Description of services performed, including general ledger maintenance, financial reporting, budget development and monitoring, accounts management, and lead audit support.
 - iii. Experience performing governmental financial statements and supporting schedules suitable for an external audit.
 - iv. Experience applying and implementing GAAP and GASB standards, including recent pronouncements affecting governmental entities.
 - v. Experience working with independent auditors, including preparation of audit schedules, responding to auditor requests, and resolving findings.
 - vi. Ability to interpret various budget documents;
 - vii. Ability to interpret various pension documents, including, but not limited to, Alternative Measurement Methods and Actuarial Valuation Reports;
 - viii. Relevant experience of assigned personnel, including years of governmental accounting experience and any certifications.
 - ix. Experience presenting to governing bodies at public meetings.

- c. Subcontracting – OC LAFCO seeks diverse, broad-based participation in its contracting. Subcontractors, if any, shall be subject to all requirements set forth in the RFP that are applicable to the Contractor. If Subcontractors are to be employed, Proposer must submit a statement of their proposed assignments, qualifications, experience, staffing, and availability.
- d. References – Provide a list of at least three (3) client references, preferably from government agencies. The reference list should include the client’s/agency’s name, address, telephone, email address, and location.
- e. Prior Accounting Services Performed – Provide any relevant website links of accounting documents prepared by the Proposer and Lead Professional(s) (i.e.: Partner, Manager, and Senior accounting) to include:
 - i. The date and agency the accounting documents were prepared for;
 - ii. The affected agency and fiscal year financial documents were prepared;
- f. Cost/Pricing –The Proposal must include a Pricing Sheet that lists each firm professional working on the Contract work, the estimated number of work hours corresponding to each professional, and the billable hourly rate.

VII. Notice to Proposers Regarding the Public Records Act

- 1. Responses to this solicitation shall become the exclusive property of OC LAFCO. Absent extraordinary circumstances, the recommended Proposer’s Proposal will become a matter of public record when the Proposer recommendation appears on OC LAFCO’s agenda. Exceptions to disclosure are those parts or portions of the Proposals that are justifiably defined as business or trade secrets, and plainly marked by the Proposer as “Trade Secret,” “Confidential,” or “Proprietary.”
- 2. OC LAFCO shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. A blanket statement of confidentiality or the marking of each page of the Proposal as confidential shall not be deemed a sufficient of exemption. The Proposers must specifically label only those provisions of their respective Proposal submission may be accepted.

VIII. Conflict of Interest

There shall be no Conflict of Interest with the Contractor firm selected. Proposers warrant and covenant that no official or employee of OC LAFCO, nor any business entity in which an official of any of OC LAFCO has an interest, has been employed or retained to solicit or aid in

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the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to OC LAFCO. Proposers will notify OC LAFCO of any potential conflict of interest regarding work or third-party contracts.

IX. Submission
QUESTIONS:

Questions to the RFP should be directed to Executive Officer Luis Tapia at ltapia@oclafco.org. To ensure a response, questions must be received no later than **Friday, May 1, 2026**. All questions and responses will be posted to OC LAFCO's website by **Monday, May 4, 2026**:

OC LAFCO: <http://oclafco.org/>

SUBMISSION:

Responses to this RFP must be received no later than the date and time specified below. Proposals received after the due date will not be accepted. No additional time will be granted to any Proposer to submit a Proposal unless the time is extended by LAFCO through an addendum to this RFP.

DUE DATE:

On or before **Tuesday, May 12, 2026**.

NUMBER OF COPIES:

1 complete digital copy, OR

If delivering in person or by mail: 1 original hard copy (unbound)

DELIVER TO OR EMAIL TO: *(Email submittal is preferred.)*

Luis Tapia, Executive Officer
Local Agency Formation Commission of Orange County
2677 North Main Street, Suite 1050
Santa Ana, CA 92705
Email: ltapia@oclafco.org

Note: If you choose to submit a hard copy of your proposal, please email the LAFCO representative listed above to coordinate the submittal of your proposal. If a Proposal is submitted electronically, please provide a complete reproducible copy by the due date and time. *Cost for the preparation of Proposals shall be borne by the proposers.*

Selection Process

LAFCO reserves the sole right to judge the contents of the Proposals submitted pursuant to this RFP and to review, evaluate and select the successful Proposal(s). Each responsive Proposal will be evaluated. The top Proposers may be selected for an interview (in-person or virtual). **Final selection by the Commission is anticipated on Wednesday, June 10, 2026.**

A. Award of Contract

Subject to the right of the Commission to make the ultimate decision concerning the award of a contract, OC LAFCO intends to award a Contract to the highest-rated Proposer, based on the criteria identified in the section below. Evaluation Criteria, whose Proposal provides the most beneficial program and price with all other factors considered. OC LAFCO retains the right to select a Proposal other than the Proposal receiving the highest number of points, if OC LAFCO determines in its sole discretion that another Proposal is the most qualified, cost-effective, responsive, responsible, and in the best interest of OC LAFCO. The recommended awardee shall submit copies of its proof of insurance coverage, within 14 days after Commission approval of the proposed Contract or at least 14 days prior to the proposed Contract's start date, whichever occurs last. Work under the proposed Contract cannot begin before proof of valid insurance coverage is submitted to LAFCO.

A Professional Services Agreement template is enclosed, which will be used as a basis for a contract.

B. Evaluation of Proposal

1. OC LAFCO, in its sole discretion, may elect to waive any error or informalities in the form of a Proposal or any other disparity, if, as a whole, the Proposal substantially complies with the RFP's requirements.
2. OC LAFCO may utilize the services of appropriate experts to assist in the evaluation process.
3. EVALUATION CRITERIA (MAXIMUM 20 POINTS)
(Rating Scale of 1 to 5, 5 being the highest. Sections ii. Work Plan and iii. Qualifications will represent 60% of the weight of the evaluation criteria. The Project Schedule and Cost will be assigned the remaining 40%, equally).
 - i. **COST (5 POINTS):**
 - a. Identify the total and all-inclusive costs to complete the project, both in terms of the immediate task of transitioning and providing the accounting services included in the Scope of Work.

ii. WORK PLAN (5 POINTS):

Proposers will be evaluated on the Work Plan submitted as part of the Work Plan. The evaluators may give reduced scores to any Work Plan that omits or fails to sufficiently address any of the items specified in *Section VI. Proposal Submission* of the RFP or that fails to clearly identify the Lead Professionals: Partner, Manager, Senior Accountant, and/or subcontractors and the number of estimated work hours for the Lead Professional(s). Evaluation and scoring of the Proposer's Work Plan will be based on the extent to which it demonstrates the Proposer is likely to meet or exceed the performance requirements set forth in *Exhibit A, Scope of Work*, to demonstrate creativity and innovation that exceed the minimum requirements of the Scopes of Work; to render timely and responsive service to OC LAFCO; and to provide a professional level of quality in the services and work product. The highest scores will be awarded to the most comprehensive and detailed Work Plans that are likely to lead the Proposer to exceed minimum requirements.

Evaluators may provide higher points based on the following criteria:

- a. Availability of Lead Professional(s) including Partner, Manager, and Senior Accountant, as well as other staff, and subcontractors, if any.
- b. Organization of Work Plan and Proposal.
- c. Thoroughness of approach to conducting the accounting services for OC LAFCO.
- d. Demonstration of understanding of the objectives and scope of the accounting services.

iii. QUALIFICATIONS AND EXPERIENCE OF PROPOSER, LEAD PROFESSIONAL(S) AND STAFF (5 POINTS):

Proposers will be evaluated on the Experience submitted as part of their Proposal. The evaluators may give reduced scores to any Proposer that omits or fails to sufficiently address any of these items specified in *Section VI. Proposal Submission* of the RFP. Failure to demonstrate the minimum lengths of experience performing the service, as indicated in the Minimum Requirements, may result in rejection of the Proposal as nonresponsive.

The evaluators may award higher points for the higher quality and quantity of experience of the Proposer, its Lead Professional(s), manager, staff, and subcontractors, if any, in providing the required services. Greater weight will be given to services provided to agencies of similar size and nature. Evaluators may provide higher points base on the following criteria:

- a. The firms' licensing, independence with respect to OC LAFCO and results of the most recent peer review (mandatory requirement).
- b. Qualifications of key staff, including the Lead Professional (i.e.: Partner, Manager, Senior Accountant) who will serve LAFCO.
- c. Familiarity with the implementation of current General Accounting Standards Boards (GASB) procurements.
- d. Experience preparing audits for local municipalities.
- e. References of local government clients. A minimum of three client references was provided. Proposer listing government agencies as references may be rated higher.
- f. Capabilities in general consulting and compliance auditing.
- g. Experience presenting to governing bodies.

iv. PROJECT SCHEDULE (5 POINTS):

Evaluators may provide higher points based on the following criteria:

- a. Approach, Scope and Timing to Provide Scope of Work.
- b. Provide sufficient detail to the firm's approach to the OC LAFCO's accounting services.
- c. Provide sufficient information of firm's understanding of the objective and scope of the engagement.

v. OC LAFCO Contact

Firms are encouraged to contact Luis Tapia, Executive Officer, with any questions relating to this RFP. Mr. Tapia can be reached most easily by email at ltapia@oclafco.org.

vi. OC LAFCO Information

For general information about OC LAFCO, refer to the following website:

Orange LAFCO: <http://oclafco.org/>

EXHIBIT A—SCOPE OF WORK

I. SCOPE OF THE WORK TO BE PERFORMED AND STANDARDS TO BE FOLLOWED

The consulting services to be provided shall include:

A. Bookkeeping responsibilities during twenty-two visits per fiscal year

- Enter vendor bills and process checks
- Enter deposits
- Prepare journal entries including but not limited to, prepaid expenses, payroll and investment
- Prepare cash and investment balance and transfer, special revenue, and contract balance reports
- Review general ledger and accounting reports at least monthly

B. Budget Preparation

- Prepare and update annual salary schedule
- Prepare employer retirement cost calculations
- Prepare staff burden rates
- Prepare annual budget including review of staff report and presentation materials

C. Bank and Investment Account Reconciliation

- Prepare reconciliations for three (3) bank accounts and two (2) investment accounts
- Assist with reviewing bank fees, wire transfer, and online bank options for fee reductions and administrative improvements

D. Quarterly Financial Statements

- Prepare Budget to Actual Reports
- Prepare Balance Sheet
- Prepare Cash and Investment Report

E. Tax Reporting

- Prepare and submit form 1099s for eligible vendors and consultants

F. Audit

- Prepare balance sheet account reconciliations
- Prepare year-end entries including, but not limited to, accruals and GASB entries
- Prepare comparative analysis
- Review draft audit reports

- Assist with management and discussion preparation
- Liaison with auditor

G. Meeting Participation

- Attend annual budget presentation
- Virtually attend Committee and Commission meetings as needed

H. Miscellaneous

- One-time conversion from QuickBooks Desktop to QuickBooks Online
- Reconcile County reports to accounting records as needed

I. Advisory assistance specifically related to the above responsibilities

EXHIBIT B
OC LAFCO SAMPLE
PROFESSIONAL SERVICES AGREEMENT

**ORANGE COUNTY LOCAL AGENCY FORMATION COMMISSION
PROFESSIONAL CONSULTANT SERVICES AGREEMENT**

This Agreement is made effective _____ by and between ORANGE COUNTY LOCAL AGENCY FORMATION COMMISSION (hereinafter referred to as "LAFCO"), organized and operating pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, as amended (Government Code Sections 56000 et seq.), and _____ ("Consultant").

RECITALS

A. LAFCO is a public agency of the State of California and is in need of professional consulting services for Accounting Services.

B. Consultant is qualified by virtue of experience, training, education and expertise to provide such services.

C. This Agreement is to establish the terms and conditions for LAFCO to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Term and Time of Performance.

The term of this Agreement shall be _____ unless terminated in accordance with the procedures outlined in Section 15 of this Agreement. Consultant shall perform its services hereunder in a prompt and timely manner and shall commence performance upon the execution of this Agreement.

2. Services.

Consultant shall provide LAFCO with the services described in the Scope of Services attached hereto as Exhibit "A."

3. Compensation.

a. Subject to paragraph 3(b) below, LAFCO shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B."

b. In no event shall the total amount paid for services rendered by Consultant pursuant to Exhibit "A" exceed the sum of _____.

c. Prior to the bi-weekly financial mail out, Consultant shall submit to LAFCO a statement for services and invoices itemizing the services rendered. Within fifteen (15) working days after receipt of invoice, LAFCO shall determine whether and to what extent Consultant has adequately performed the services for which payment is sought. If LAFCO determines that Consultant has not adequately performed such services, LAFCO shall inform Consultant of those acts which are necessary for satisfactory completion. LAFCO shall cause payment to be made to Consultant within thirty (30) working days from LAFCO's determination that Consultant has adequately performed those services for which LAFCO has been invoiced.

4. Additional Work

If changes in the work seem merited by Consultant or LAFCO, and informal consultations with the other party indicate that a change is warranted, it shall be processed by LAFCO in the following manner: Consultant shall forward a letter outlining the changes to LAFCO with a statement of estimated changes in fee or time schedule. An amendment to the Agreement shall be prepared by LAFCO and executed by both parties before performance of such services or LAFCO will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

5. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the Agreement period and for four (4) years from the date of final payment under the contract for inspection by LAFCO.

6. Delays in Performance.

Neither LAFCO nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government.

b. Consultant shall assist LAFCO in obtaining and maintaining all permits required of Consultant by Federal, State and local regulatory agencies.

8. Standard of Care.

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Sub-consultant.

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of LAFCO, which may be withheld for any reason. Nothing contained herein shall prevent Consultant from employing independent associates and sub-consultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor.

It is agreed that Consultant shall act and be an independent contractor and is not an agent or employee of LAFCO and is not entitled to participate in any compensation plans or other benefits LAFCO provides for its employees. All services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the services, subject to the requirements of this Agreement. Any additional personnel performing the services under this Agreement on behalf of Consultant shall also not be employees of LAFCO and shall at all times be under Consultant's exclusive direction and control. Consultant shall be responsible for all reports and obligations respecting such personnel, including but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance and workers' compensation insurance.

11. Integration.

This Agreement represents the entire understanding of LAFCO and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

12. Insurance.

Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, all insurance set forth in Exhibit C hereto, in a form and with insurance companies acceptable to LAFCO.

13. Indemnification.

To the fullest extent permitted by law, Consultant shall defend, indemnify and hold LAFCO, its Board, members of the Board, employees, and authorized volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorney's fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

In addition, Consultant shall defend, with counsel of LAFCO's choosing and, to the extent permitted by Civil Code Section 2782.8, at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by this section that may be brought or instituted against LAFCO or its Board, members of the Board, employees, and authorized volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against LAFCO or its Board, members of the Board, employees, and authorized volunteers as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse LAFCO for the cost of any settlement paid by LAFCO or its Board, members of the Board, employees, or authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for LAFCO's attorney's fees and costs, including expert witness fees. Consultant shall reimburse LAFCO and its Board, members of the Board, employees, and/or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by LAFCO, its Board, members of the Board, employees, or authorized volunteers.

14. Laws, Venue, and Attorneys' Fees.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be

brought in a state or federal court situated in the County of Orange, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, as determined by the court.

15. Termination or Abandonment.

a. LAFCO has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, LAFCO shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. LAFCO shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by LAFCO and Consultant of the portion of such task completed but not paid prior to said termination. LAFCO shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to LAFCO only in the event of substantial failure by LAFCO to perform in accordance with the terms of this Agreement through no fault of Consultant.

16. Key Personnel.

Consultant shall assign _____, as the Principal Consultant. The Principal Consultant shall not be removed from the Project or reassigned without the prior written consent of LAFCO.

17. Notice.

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

LAFCO:
Attn: Executive Officer
LAFCO
2677 Main Street, Suite 1050
Santa Ana, CA 92705

Consultant:

and shall be effective upon receipt thereof.

18. Third Party Rights.

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than LAFCO and the Consultant.

19. Severability.

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

20. Acknowledgment.

Consultant acknowledges that by executing this agreement, they are also, in good faith, determining that the appointment meets each of the requirements set forth in Government Code Section 7522.56, including the unemployment insurance requirement. That is, while LAFCO is not in a position to do so, by signing the acknowledgement at the conclusion of this agreement, the Consultant is certifying that they have not received unemployment insurance payments within the past 12 months arising from work performed as a retiree for any public employer. Further, LAFCO has no way of monitoring the hours that Consultant works for another OCERS employer. As such, it is the responsibility of the Consultant to ensure that the total hours worked for LAFCO and any other OCERS employer do not exceed 960 hours in the aggregate during the fiscal year.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

LOCAL AGENCY FORMATION
COMMISSION OF ORANGE COUNTY

INSERT NAME HERE

By: _____

By: _____

Dated: _____

Dated: _____

Approved as to form:

General Counsel, Orange County Local
Agency Formation Commission