



**Marin County
Local Agency Formation Commission**

Regional Service Planning | Subdivision of the State of California

REQUEST FOR PROPOSALS

**Feasibility Study and Financial Analysis for the Possible Annexation of
the City of Belvedere into Tiburon Fire Protection District**

Issuance Date

Wednesday, October 23, 2024

Submittal Deadline

Friday, December 13, 2024

Table of Contents

Proposal Overview	3
Proposal Timeline	4
Agency Profile	4
Area of Interest	5
Scope of Services	5
Proposal Requirements	7
Evaluation and Selection.....	8
Other Proposal Information	9
Contact Information.....	10
EXHIBIT “A”: MARIN LAFCo SAMPLE AGREEMENT	11
EXHIBIT “B”	16

Proposal Overview

Part 1 – Feasibility Study and Financial Analysis

The Marin County Local Agency Formation Commission (LAFCo) is seeking a Feasibility Study and Financial Analysis for the possible annexation by the Tiburon Fire Protection District (District) of the City of Belvedere (City). The study will comprehensively review the existing contractual relationship, historical costs, revenues, and services provided, and recommend the basis for an efficient and sustainable annexation. Since 1981 the City has contracted its fire and emergency medical services with the District, paying an annual contract fee with no board representation. The fee is based on a percentage of actual costs, including facilities, apparatus, and personnel expenditures.

The goal of the Feasibility Study and Financial Analysis is to determine the most appropriate financial relationship between the District and the City, balancing the need to allocate costs equitably with the City's and District's ability to sustainably fund the cost of the services provided.

The final report will be the subject of LAFCo, City, and District review and will help form the basis for fiscal determinations and findings related to the proposed annexation. The report will become the property of LAFCo.

The report will review all revenue sources the City collects and how the City funds its agreements with the District. This will include a review of current special assessments collected and analysis of whether those special assessments can be transferred and a description of any issues that all parties should be aware of should those special assessments be transferred. The report should also review the District's current revenue and provide long-term projections of the District's needs to maintain current service levels.

In addition to this study's primary portion, the District and the City request additional analysis (Parts 2 and 3, described below) to be billed as separate projects.

Part 2 - City's Additional Analysis

The intent of the City's current endeavors, including the commissioning of this study, is to further cement the relationship between the City and the District, up to and including possible annexation. In the event, however, that the City cannot financially sustain the equitable distribution of the District's costs, the City will need to identify other means of providing fire protection and emergency medical services. The City is seeking a plan for providing these services, outlining potential partners and/or service providers, and financial forecasting. The City's goal is to create a robust framework that will support the safety and well-being of its residents through exceptional fire protection and emergency response services.

Part 3 – District's Additional Analysis

The District would like to evaluate current response times, staffing levels, and impediments to response times, including vegetation management, parking enforcement, and various encroachments.

Proposal Timeline

Responses to this Request for Proposals (RFP) must be submitted in writing and received by Marin LAFCo no later than 4:00 p.m. Pacific Standard Time (PST) on Friday, December 13, 2024. No changes or adjustments to the deadline shall be made without a written addendum to this RFP signed by Marin LAFCo's Executive Officer and circulated to all potential respondents. Proposal submittals by e-mail are encouraged and should be directed to Executive Officer, Jason Fried at jfried@marinlafco.org.

An outline of the proposal's key dates is shown in the table below. Marin LAFCo reserves the right to adjust this timeline as it deems necessary. Notification of adjustments to the timeline shall be provided to all respondents.

Action	Dates
RFP Issued	Wednesday, October 23, 2024
Bidders Conference*	Tuesday, November 19, 2024, at 2:30pm
Deadline for Questions	Monday, November 25, 2024, by 5:00pm
Responses posted to all questions	Wednesday, November 27, 2024
Deadline to Submit Proposals	Friday, December 13, 2024, by 4:00pm
Interviews with Selected Consultants**	Thursday, January 9, 2025
Recommendation Presented to Commission	Thursday, February 13, 2025,

* The Bidders Conference will be held by video conference. If you plan to attend let Executive Officer Jason Fried know and he will inform you how to attend.

** Interviews, if needed, will be conducted by video conferencing.

Agency Profile

Marin LAFCo is an agency authorized by the State of California and has been delegated regulatory and planning powers in matching municipal services with community needs. This includes managing governmental boundary lines by approving or disapproving proposals involving the formation, expansion, consolidation, or dissolution of cities, towns, and special districts. Marin LAFCo also regularly conducts studies to evaluate the level and range of local governmental services in step with informing its regulatory duties. In all, Marin LAFCo has explicit jurisdiction over sixty (62) local governmental agencies divided between six (6) cities, five (5) towns, thirty (30) independent special districts (i.e., directly elected board members), and twenty-four (24) dependent special districts (i.e., appointed board members from other governmental agencies).

Decision-making at Marin LAFCo is directly vested with the seven (7) member Commission. Representation on the Commission is also divided between four (4) distinct appointee categories: (a) two (2) appointees from the County of Marin, (b) two (2) appointees from cities/towns, (c) two (2) appointees from the independent special districts, and (d) one (1) appointee from the general public. In addition, there is one (1) alternate member for each of the four (4) categories. State law specifies that all

Commission members shall exercise their independent judgment on behalf of the interests of the public as a whole and not on behalf of their appointing authorities.

The City of Belvedere was incorporated in 1896 and is situated just north of San Francisco in Marin County. It has a population of approximately 2,100 residents and a total land mass of just over 0.5 square miles. It is a full-service city, except for fire, emergency medical, legal, recreation, and library services. It has contracts for service for fire, emergency medical, and legal services. Recreation and library services are provided through financially independent Joint Power Agencies. Belvedere has an annual budget of \$11 million and maintains 20 full-time employees.

Belvedere currently collects a special assessment specifically to support fire and emergency medical services. This “Fire Tax” was introduced in 1980, is indexed to inflation plus population changes, and has no sunset. The City is required to ask the local electorate to approve a Gann Limit override every four years to allow Fire Tax revenues to be spent, the last vote being in March 2024. The Fire Tax is currently \$1,028.02 per residential structure, \$1,170.16 per commercial structure, and \$205.82 per vacant parcel. In 2024/25 Fire Tax revenue is expected to be \$1.13 million.

The Tiburon Fire Protection District was formed in 1941, encompassing 5.5 square miles that includes the majority of the Town of Tiburon and the surrounding unincorporated areas of the Tiburon Peninsula. The District provides both land-based and marine emergency services to the property and 8,500 residents within its boundaries. The District protects the City of Belvedere under a long-established agreement. It borders the Southern Marin Fire Protection District to its west. The City is at the end of the peninsula and the Town of Tiburon is its only land-based neighbor. The District has thirty employees and an annual budget of \$12,000,000. Contract revenue from the City of Belvedere provides approximately 20% of the annual budget.

Area of Interest

The District protects a portion of the Town of Tiburon, the City of Belvedere, and surrounding unincorporated areas on the Tiburon Peninsula. It borders the Southern Marin Fire Protection District to the west. The City is at the end of the peninsula and the Town of Tiburon is its only land-based neighbor. See Appendix B for a map of the area.

Scope of Services

Part 1 - LAFCo will be the client of record and will work with the City and District on the requested services and is seeking an independent and impartial report.

Unless otherwise stated in the final contract, the consultant will be responsible for all data collection and analysis and may be asked to provide support to LAFCo staff in the presentation of the report. The consultant will pick a base year for all revenue and cost data that is available at the start of the project. The consultant will be expected to complete the following tasks:

- A. Analyze historical household and population trends across the City and the District back to 1995 and project these forward to 2055.

- B. Analyze historical usage of services per household and per capita across the City and the District to determine the most relevant and equitable form of cost distribution.
- C. Comprehensively review the existing financial relationship between the District and the City in order to establish a base year for revenues and costs.
- D. Analyze how to effectively treat District reserve funds, pension and OPEB pre-funding, and outstanding debts.
- E. Comprehensively review the City's revenues and costs to recommend a sustainable allocation of resources for fire protection services.
- F. Clearly define and describe the proposed annexation methodology and evaluate the cost and revenue impacts on both the City and District.
- G. Analyze and report the status of revenue neutrality relative to the City and District similar to Government Code Section 56815.
- H. Analyze the impact of the proposal on the City's existing special assessments, including the conditions under which it can be transferred to the District, including Gann Limit considerations.
- I. Produce an administrative Draft for staff and agency review.
- J. Based on comments, prepare a Draft Report for public review.
- K. Subject to direction from the Executive Officer, produce a Final Draft report based on comments received during public review.
- L. Provide presentations to the Commission, the City's Finance Committee, and City Council and the District's Finance Committee.
- M. Provide any other information that is deemed to be relevant to the report.
- N. Analyze Belvedere's share of fire prevention/mitigation work—what programs/services are provided currently by TFPD and if anything would change following annexation.

Part 2 - City's Additional Scope of Services

As already stated, the City's primary goal is to cement its relationship with the District up to and including possible annexation. However, to ensure robust due diligence, the City must also consider other available options for securing high-quality fire protection and emergency medical services. This analysis should be high level only. Further analysis, if warranted, will be addressed separately. The consultant will be expected to complete the following tasks, with a focus on legal constraints and financial impacts.

- A. Analyze the possibility of the City annexing into an alternative fire district.
- B. Analyze the possibility of the City contracting for fire protection and emergency medical services with an alternative provider or fire district.
- C. Analyze the possibility of the City contracting for emergency medical services with an alternative provider while maintaining its contract for fire protection services within the District.
- D. Recommend other financially viable models for securing fire protection and emergency medical services including the possibility of a stand-alone firehouse within the City of Belvedere.

Part 3 - District's Additional Scope of Services

As previously stated, the District seeks additional evaluation of the following:

- A. Minimum staffing levels to maintain operational readiness for current and anticipated future needs related to All-Risk responses.

- B. Evaluation of current response times and impediments to same.
- C. Adequate vegetation management of access and egress routes in the City and maintenance of same.
- D. Parking and various encroachment enforcement to facilitate a timely response.
- E. Allocation of existing infrastructure necessary for service delivery. (e.g., Hydrants).

The final scope of services will be based on the consultant's approach to the project and will be negotiated with the firm selected and will be included in the services agreement.

Proposal Requirements

All proposals may be submitted in writing or electronically and must be received by Marin LAFCo no later than **4:00 p.m. PST on Friday, December 13, 2024**. Email submittals are encouraged and should be directed to Executive Officer Jason Fried at jfried@marinlafco.org. Mailed or hand-delivered submittals are also welcome at Marin LAFCo's Administrative Office at 1401 Los Gamos Drive, Suite 220, San Rafael, California 94903. Should you be submitting a paper copy you also must submit an electronic copy on a thumb drive. If mailed or hand delivered, the envelope should clearly indicate "Proposal for Feasibility Study and Financial Analysis of TFPD Annexation of Belvedere" and the consultant's name and address shall appear in the upper left-hand corner of the envelope. If more than one envelope is required, each envelope shall be legibly numbered below the consultant's name, e.g., Envelope 1 of 3, as required.

Marin LAFCo will not be responsible for proposals that are delinquent, lost, incorrectly marked, sent to an address other than that given herein, or sent by mail or courier service and not signed for by Marin LAFCo.

All written proposals should address the following information. The main proposal should focus on:

- Provide an executive summary outlining the key components of the proposal. This includes highlighting the scope of work, schedule, and costs in completing the Project. Clearly indicate work being done for each part of the scope of work mentioned above. The executive summary shall also specify that the proposal will remain valid for at least 120 days following the proposal submission deadline. Any possible conflict of interest must also be disclosed.
- Describe the firm and summary of qualifications. This includes identifying type of business (i.e., individual, corporation, etc.), years in business, and office location(s). This portion of the proposal shall also address the firm's experience and qualifications relative to the prescribed goals, objectives, and requirements listed in this RFP. If consultants choose to submit a joint proposal, details of each firm and their qualifications are required.
- Identify the Project team. This includes briefly describing each team member's responsibility and relevant work experience as it relates to the Project. This portion of the proposal shall also explicitly identify the team leader responsible for serving as the main contact to Marin LAFCo. Any subcontractors shall also clearly be identified.

- Detail the proposed scope of work for the Project. This includes identifying key tasks in sequential order in accomplishing the prescribed goals, objectives, and requirements listed in this RFP, being sure to separate out each part as described above.
- Provide related work experience and references in doing a report of this nature. Provide a list of at least two (2) client references. The reference list must include the client's name, location, website address, and contact person with phone number and e-mail address.
- Describe a Project implementation. This includes describing how the work needed for this project will be implemented.
- Outline Project timeline and costs. This includes estimating a reasonable time schedule to complete the report separating out each of its parts. Also, identify a not-to-exceed total cost, as well as a detailed line-item breakdown of costs for specific parts or phases. All hourly rates, fees, and reimbursable costs must be clearly stated. Identify billing preferences.
- Address other service options as deemed relevant by the consultant. This includes identifying opportunities and costs.

Evaluation and Selection

The Executive Officer and selected officials will screen all proposals submitted to Marin LAFCo for completeness relative to the RFP requirements. During the evaluation process, Marin LAFCo reserves the right, where it may serve Marin LAFCo's best interest, to request additional information or clarifications from consultants, or to allow corrections of errors or omissions. Depending on the number of bids, if needed, the highest ranked consultants will be invited to interview by video conferencing at no cost to Marin LAFCo to discuss the Project on Thursday, January 9, 2025. Failure to participate in the interview may result in a proposal being found non-responsive and given no further consideration. The evaluation will be based on the weighted factors enumerated below.

- Completeness of written proposal (10%)
- Qualifications in doing this work (15%)
- Evaluation of your proposed work plan and division of work between parts (20%)
- Approach to project and thoughtfulness in the proposed scope of work (20%)
- Proposed Costs (20%)
- Interview / Ability to effectively describe the proposal and respond to questions (15%)

A negotiated contract will be awarded that best meets the needs of Marin LAFCo based on the evaluation criteria listed above. Although cost is a weighted factor, Marin LAFCo is under no obligation to award the Project to the consultant offering the lowest price. Marin LAFCo reserves the right to contract for services in the manner that most benefits Marin LAFCo including awarding more than one (1) contract if desired.

Other Proposal Information

- **Questions**

All questions seeking clarification on the RFQ must be received in writing no later than 4:00 p.m. PST on Monday, November 25, 2024. Responses to submitted questions will be prepared by Marin LAFCo and sent to all respondents no later than 5:00 p.m. PST on Wednesday, November 27, 2024. All questions should be e-mailed to Executive Officer, Jason Fried at jfried@marinlafco.org.

- **Contract**

The final scope of services negotiated from the selected consultant's proposal will become part of the final contract (Agreement). A copy of the Agreement is attached hereto as Exhibit A and incorporated herein by this reference. Price quotations and other time-dependent information contained in any proposal shall remain firm for a minimum of 120 days from the proposal submission deadline.

- **Property of Marin LAFCo**

All proposals received will become the property of Marin LAFCo and will not be returned. Marin LAFCo reserves the right to copy the materials for internal evaluation purposes. All proposals and all evaluation and/or scoring sheets shall be available for public inspection at the conclusion of the selection process.

- **Collusion Among Respondents**

In submitting a proposal, the consultant certifies it is not a party to any collusive actions relating to this RFP.

- **Exceptions**

In submitting a proposal in response to this RFP, the consultant is certifying that it takes no exceptions to this RFP including, but not limited to, the Agreement. A consultant taking exception to any part of this RFP or Agreement shall indicate such exceptions in a separate section of their submitted proposal and may be reason for rejection of the proposal. Failure to indicate any exceptions will be interpreted as the consultant's intent to comply fully with the requirements of this RFP and Agreement as written. As such, the consultant is directed to carefully review the proposed Agreement and, in particular, the insurance and indemnification provisions therein.

- **Expenses Incurred**

There is no expressed or implied obligation for Marin LAFCo to reimburse consultants for any expenses associated with responding to this RFP.

- **Amendment/Withdrawal of Proposal**

No amendment, addendum, or modification will be accepted after the deadline stated herein for receiving proposals. Consultants may withdraw all or portions of their proposal up to the ratification of a contract between Marin LAFCo and the selected firm.

- **No Commitment to Award/Withdrawal of RFP**
Issuance of this RFP and receipt of proposals does not commit Marin LAFCo to award a contract. Marin LAFCo expressly reserves the right to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one consultant concurrently, or postpone, withdraw, modify, or amend this RFP at any time.
- **Non-Responsive Proposals**
A proposal may be considered non-responsive if incomplete or if it contains conditions, alterations of form, additions not called for, or other irregularities that may constitute a material change to the proposal.

Contact Information

All questions and related inquiries to this RFP should be addressed to the following contact:

Jason Fried, Executive Officer
1401 Los Gamos Drive, Suite 220
San Rafael, California 94903
T: 415-448-5877 Main
E: jfried@marinlafco.org

EXHIBIT “A”: MARIN LAFCo SAMPLE AGREEMENT

Letter Agreement for [Insert Type of Services]

This letter shall be our Agreement (“Letter Agreement”) regarding the [INSERT TYPE OF SERVICES] described below (“Services”) to be provided by [INSERT NAME OF PERSON OR FIRM AND INDICATE IF IT IS A CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY] (“Consultant”) as an independent contractor to the Marin Local Agency Formation Commission (the “Commission”) for the Commission’s [INSERT NAME OF PROJECT] (“Project”). Consultant is retained as independent contractor and is not an employee of the Commission. Commission and Consultant are sometimes referred to herein as “Party” or “Parties.”

The Services to be provided include the following: [INSERT DETAILED DESCRIPTION OF SERVICES - IF THE CONSULTANT HAS A SEPARATE SCOPE OF SERVICES DOCUMENT, MAKE SURE IT IS CONSISTENT WITH THE LANGUAGE IN THIS LETTER AGREEMENT, MARK IT AS EXHIBIT “A”, ATTACH IT AND REPLACE THIS PARAGRAPH WITH THE FOLLOWING: The Services to be provided are more particularly described in the Scope of Services attached hereto as Exhibit “A” and are incorporated herein by reference.] Services on the Project shall begin immediately and shall be completed by [INSERT DATE], unless extended by the Commission in writing.

Consultant shall perform all Services under this Letter Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California, and consistent with all applicable laws. Consultant represents that it, its employees, and subcontractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Letter Agreement.

Consultant has represented to the Commission that certain key personnel will perform and coordinate the Services under this Letter Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of equal competence upon written approval of the Commission. In the event that the Commission and Consultant cannot agree as to the substitution of key personnel, the Commission shall be entitled to terminate this Letter Agreement for cause. The key personnel for performance of this Letter Agreement are as follows: [INSERT NAMES]

Compensation shall be based on the actual amount of time spent in adequately performing the Services, and shall be billed at the hourly rate(s) of \$ [INSERT RATES FOR EACH TYPE OF EMPLOYEE TO BE USED, OR IF THE CONSULTANT HAS A RATE SHEET, MARK IT AS EXHIBIT “___” AND ATTACH IT, AND REPLACE THIS SENTENCE WITH THE FOLLOWING: Compensation shall be based on the actual amount of time spend in adequately performing the Services and shall be billed at the hourly rate(s) described in the Consultant’s rate sheet, attached hereto as Exhibit “___” and incorporated herein by reference]. The total compensation shall not exceed \$[INSERT DOLLAR AMOUNT] without written approval of the [INSERT POSITION/TITLE OF DEPARTMENT HEAD, OR EXECUTIVE OFFICER]. Consultant’s invoices shall include a detailed description of the Services performed. Invoices shall be submitted to the Commission on a monthly basis as performance of the Services progresses. The Commission shall review and pay the approved charges on such invoices in a timely manner.

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. [INSERT “IF” OR “SINCE” AS APPLICABLE] the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and [INSERT “IF” OR “SINCE” AS APPLICABLE] the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. The Commission shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Letter Agreement upon request. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Consultant’s principal place of business and at the project site. Consultant shall defend, indemnify, and hold the Commission, its officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774, and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Sections 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code Section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

[INSERT “IF” OR “SINCE” AS APPLICABLE] the Services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered a Consultant-caused delay and shall not be compensable by the Commission. Consultant shall defend, indemnify, and hold the Commission, its officials, officers, employees, and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

Consultant shall provide proof of: A. Commercial General Liability Insurance, of at least \$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, personal injury and property damage, at least as broad as Insurance Services Office Commercial General Liability most recent Occurrence Form CG 00 01; B. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least \$1,000,000 per occurrence for bodily injury and property damage, at least as broad as most recent Insurance Services Office Form Number CA 00 01 covering automobile liability, Code 1 (any auto); C. Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage of at least \$1,000,000 per occurrence; and D. Consultants providing professional services shall provide Professional Liability (Errors and Omissions) Insurance of at least \$1,000,000. Insurance carriers shall be licensed to do business in California and maintain an agent for process within the state. Such insurance carrier shall have not less than an "A-: VII" rating according to the latest Best Key Rating unless otherwise approved by the Commission. The Commission, its officials, officers, employees, agents, and authorized volunteers shall be named as Additional Insureds on Consultant's policies of Commercial General Liability and Automobile Liability insurance, and such coverage provided to the Commission as an Additional Insured shall apply on a primary and non-contributory basis. Waiver of subrogation endorsements in favor of the Commission shall be provided on Consultant's policies of Commercial General Liability, Automobile Liability and Workers' Compensation/Employer's Liability insurance.

The Commission may terminate this Letter Agreement at any time with or without cause. If the Commission finds it necessary to terminate this Letter Agreement without cause before Project completion, Consultant shall be entitled to be paid in full for those Services adequately completed prior to the notification of termination. Consultant may terminate this Letter Agreement only upon 30 calendar days written notice to the Commission only in the event of Commission's failure to perform in accordance with the terms of this Letter Agreement through no fault of Consultant.

To the fullest extent permitted by law, Consultant shall defend (with counsel of Commission's choosing), indemnify, and hold the Commission, its officials, officers, employees, volunteers, and agents 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 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, the Project or this Letter Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the Commission, its officials, officers, employees, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements; all emissions limits and permitting requirements imposed by the California Air Resources Board (CARB) or other governmental agencies; and all water quality laws, rules and regulations of the Environmental Protection Agency, the State Water Resources Control Board and the Commission.

By executing this Letter Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Consultant shall maintain records of its compliance, including its verification of each employee, and shall make them available to the Commission or its representatives for inspection and copy at any time during normal business hours. The Commission shall not be responsible for any costs or expenses related to the Consultant's compliance with the requirements. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, sub-subcontractors, and consultants performing any work relating to the Project or this Letter Agreement to make the same verifications and comply with all requirements and restrictions provided herein. Consultant's failure to comply or any material misrepresentations or omissions relating thereto shall be grounds for terminating this Letter Agreement for cause.

By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services. Finally, Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee, or applicant for employment in violation of state or federal law. As provided for in the indemnity obligations of this Letter Agreement, Consultant shall indemnify Commission against any alleged violations of this paragraph, including, but not limited to, any fines or penalties imposed by any governmental agency.

This Letter 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 Letter Agreement, the action shall be brought in a state or federal court situated in Marin County, State of California. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 *et seq.* prior to filing any lawsuit against the Commission. Such Government Code claims, and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the Commission.

Consultant shall not assign, sublet, or transfer this Letter Agreement or any rights under or interest in this Letter Agreement without the written consent of the Commission, which may be withheld for any reason. This Letter Agreement may not be modified or altered except in writing signed by both parties. Except to the extent expressly provided for in the termination paragraph, there are no intended third-party beneficiaries of any right or obligation of the Parties.

This is an integrated Letter Agreement representing the entire understanding of the parties as to those matters contained herein and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. Since the Parties or their agents have participated fully in the preparation of this Letter Agreement, the language of this Letter Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. The captions of the various paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Letter Agreement.

Consultant warrants that the individual who has signed this Letter Agreement has the legal power, right and authority to make this Letter Agreement and bind the Consultant hereto. If you agree with the terms of this Letter Agreement, please indicate by signing and dating where indicated below.

**MARIN LOCAL AGENCY FORMATION
COMMISSION**

[INSERT CONSULTANT NAME]

Approved By:

Signature

Jason Fried
Executive Officer

Name

Date

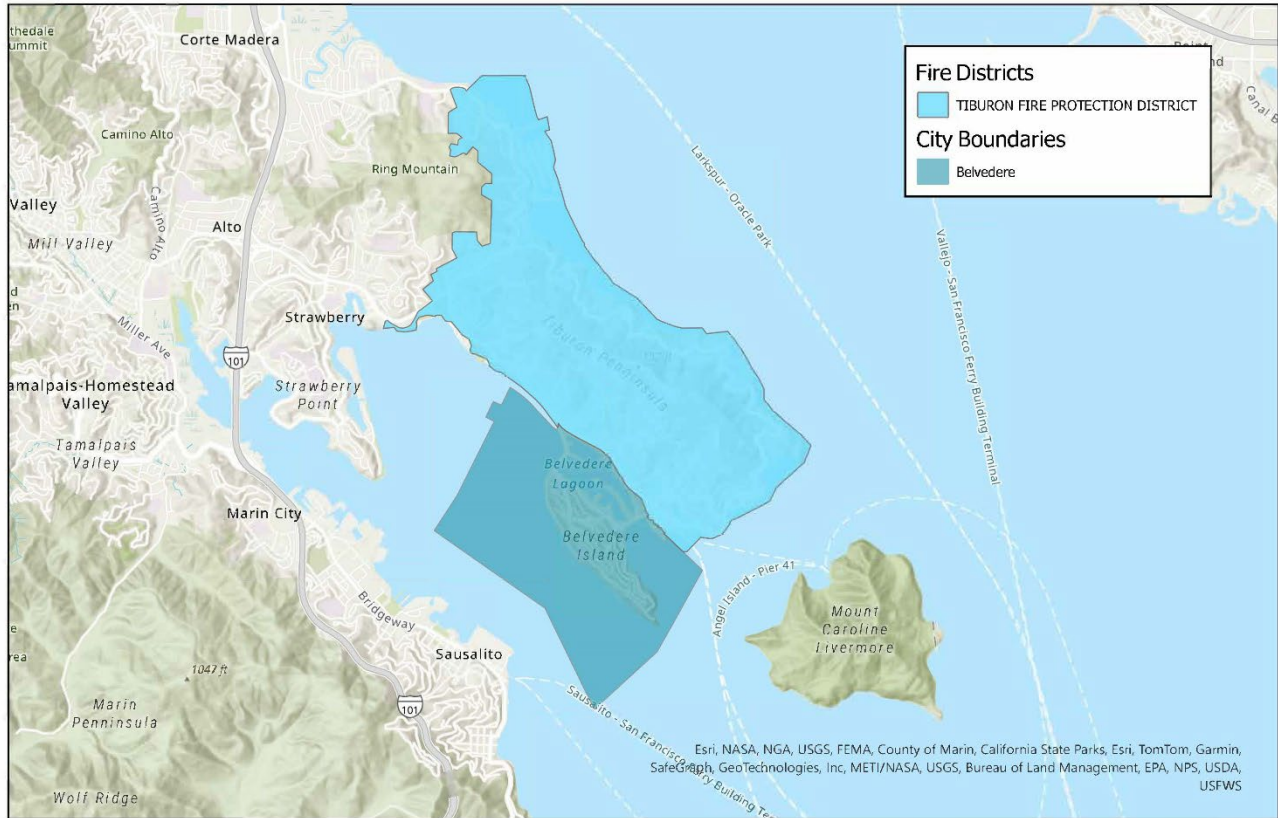
Title

Attested By:

Date

Board Clerk

EXHIBIT "B"



**Tiburon Fire Protection District
and City of Belvedere Boundaries**

