

**CITY OF YORBA LINDA**  
**PROFESSIONAL SERVICES AGREEMENT**  
**FOR**  
**ASSESSMENT ENGINEER FOR THE ANNUAL LEVY OF STREET**  
**LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT SERVICES**  
**FY 21/22 - FY 23/24**

THIS AGREEMENT FOR CONTRACT SERVICES ("Agreement") is made and entered into as of \_\_\_\_\_, 2021, by and between the CITY OF YORBA LINDA, a municipal organization organized under the laws of the State of California ("City"), Willdan Financial Services, a California Corporation, with its principal place of business at 27368 Via Industria, Suite 110, Temecula, California, 92590 ("Consultant").

**NOW THEREFORE**, the parties hereto agree as follows:

**SECTION ONE:           SERVICES OF CONSULTANT**

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant shall provide those services related Assessment Engineer for the Annual Levy of Street and Landscape Maintenance District Services, including potential Proposition 218 voting processes, as specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference (the "services" or "work"). Consultant warrants that all services will be performed in a competent, professional and satisfactory manner in accordance with the standards prevalent in the industry for such services.

1.2 Changes and Additions to Scope of Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by City to Consultant, incorporating therein any adjustment in (i) the Schedule of Compensation, and/or (ii) the Schedule of Performance, which adjustments are subject to the written approval of the Consultant. It is expressly understood by Consultant that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates, and that Consultant shall not be entitled to additional compensation therefor.

1.3 Familiarity with Work. By executing this Agreement, Consultant warrants that (a) it has thoroughly investigated and considered the work to be performed, (b) it has investigated the nature and factual context of the work and fully acquainted itself with the conditions pertaining to it, (c) it has carefully considered how the work should be performed, and

(d) it fully understands the facilities, difficulties and restrictions attending performance of the work under this Agreement. Should Consultant discover any latent or unknown conditions materially differing from those inherent in the work or as represented by City, and such latent or unknown condition affects Consultant's ability to perform the Work for the Contract Sum (as defined in Section 2.1 below) Consultant shall immediately inform City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer (as defined in Section 4.2 hereof).

1.4 Standard of Performance. Consultant agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.

1.5 Performance to Satisfaction of City. Consultant shall perform all work and tasks comprising the Services to the satisfaction of City within the time specified. If City reasonably determines that any portion of the services is not satisfactory, City shall have the right to take appropriate action, including but not limited to: (a) meeting with Consultant to review the quality of the work and resolve matters of concern; (b) requiring Consultant to repeat unsatisfactory work at no additional charge until they are satisfactory; (c) suspending the delivery of work to Consultant for an indefinite time; (d) withholding payment; and (e) terminating this Agreement as hereinafter set forth.

1.6 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work and services required of Consultant herein without the prior express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of the City. Any such prohibited assignment or transfer shall be void.

## **SECTION TWO: COMPENSATION**

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with Exhibit "B" (the "Schedule of Compensation") in a total amount not to exceed One Hundred Fifty-Six Thousand, Four Hundred and Twenty Dollars (\$156,420.00) (the "Contract Sum"), except as provided in Section 1.2. The method of compensation set forth in the Schedule of Compensation may include a lump sum payment upon completion, payment in accordance with the percentage of completion of the services, payment for time and materials based upon Consultant's rate schedule, but not exceeding the Contract Sum, or such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement at Consultant's actual cost, without additional overhead or services charge, for actual and necessary expenditures for reproduction costs, transportation expense, telephone expense, and similar costs and expenses when and if specified in the Schedule of Compensation.

### **Annual Administration & Engineering Services - \$120,420 (+ annual CPI increase starting FY 23/24)**

- Annual Administration of LMAD - \$21,500/ year (total of \$64,500 for three years)
- Update GIS Mapping of Landscape Improvements - \$8,250 (\$24,750 for three years)

- Prepare Annual Engineer's Report Budgets – \$6,390 (\$19,170 for three years)
- Research and Draft Response to City – Estimate \$10,000 (per Hourly Rates Misc. Engineering Services Provision)
- Estimated \$2,000 for reimbursable expenses

**Proposition 218 Balloting Services - \$18,000 for potential of two separate P218 processes = \$36,000 and broken down as follows:**

- Research & Preparation of Supplemental Engineer's Report - \$ 7,500
- Develop Community Outreach Plan - \$4,200
- Petition Validation - \$1,800
- Proposition 218 Noticing & Balloting - \$2,000
- Public Hearing & Ballot Tabulation - \$2,500

2.2 Method of Payment. Unless otherwise provided in the Schedule of Compensation, Consultant shall submit to City no later than the tenth (10th) working day of each month, in the form approved by City, an invoice for services rendered prior to the date of the invoice. Such invoice shall (1) describe in detail the services provided, including time and materials, and (2) specify each staff member who has provided services and the number of hours assigned to each such staff member. Such invoice shall contain a certification by a principal member of Consultant specifying that the payment requested is for work performed in accordance with the terms of this Agreement. City will pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement no later than forty-five (45) days after invoices are received by the City.

### **SECTION THREE: PERFORMANCE SCHEDULE**

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. All services rendered pursuant to this Agreement shall be performed diligently and within the time period established in Exhibit "C" (the "Schedule of Performance"). Extensions to the time period specified in the Schedule of Performance may be approved in writing by the Contract Officer.

3.3 Force Majeure. The time period specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant, including, but not restricted to, acts of God or of the public enemy, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, acts of any governmental agency other than City, and unusually severe weather, if Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the forced delay when and if in his or her judgment such delay is justified, and the Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

3.4 Term. The term of this agreement shall commence on October 19, 2021 and terminate on October 31, 2024 (initial term). This agreement may be extended for no more than two (2) additional one-year terms upon mutual agreement by both parties (extended term). Unless earlier terminated in accordance with Sections 7.11 or 7.12 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, except as otherwise provided in the Schedule of Performance.

Extension 1 – November 1, 2024 – October 31, 2025

Extension 2 – November 1, 2025 – October 31, 2026

#### **SECTION FOUR: COORDINATION OF WORK**

4.1 Representative of Consultant. Jim McGuire, Project Manager is hereby designated as the principal representative of the Consultant, authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith. A substitution of the designated representative must be approved in advance by the City.

4.2 Contract Officer. The Contract Officer shall be Jamie Lai, Director of Public Works/City Engineer or such other person as may be designated by the City Manager of City. It shall be Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and Consultant shall refer any decisions, which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer.

#### **SECTION FIVE: INSURANCE AND INDEMNIFICATION**

***[Note: The insurance amounts listed herein are general limits and higher limits may be required depending on the nature and risks of the project.]***

5.1 Without limiting Consultant's indemnification obligations, Consultant shall not undertake the services contemplated hereunder until Consultant has obtained all of the insurance required herein from a company or companies acceptable to City, and Consultant shall maintain all such insurance in full force and effect at all times during the term of this License and any extension or renewal thereof. Insurance shall be placed with insurers having a current A.M. Best rating of no less than A-:VII or equivalent or as otherwise approved by City.

5.2 Consultant shall take out and maintain the following insurance:

5.2.1 Workers' Compensation and Employer's Liability Insurance: Consultant shall cover or insure as required by applicable laws relating to workers' compensation insurance all of its employees performing the services contemplated hereunder, in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Consultant shall provide worker's compensation

insurance and employer's liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence, One Million Dollars (\$1,000,000) disease policy limit, and One Million Dollars (\$1,000,000) disease each employee. Such policy of workers compensation insurance shall contain the following separate endorsements:

(a) "Insurer waives all rights of subrogation against the City of Yorba Linda, its officers, directors, employees, representatives and volunteers."

(b) "This insurance policy shall not be suspended, voided, reduced in coverage or in limits, cancelled, limited, non-renewed or materially changed for any reason by the insurer until thirty (30) days after receipt by the City of Yorba Linda of a written notice of such cancellation, limitation or reduction of coverage."

5.2.2 Commercial General Liability Insurance providing coverage in the following minimum limits:

(a) Combined single limit of One Million Dollars (\$1,000,000) per occurrence for Bodily Injury, Personal Injury or Death and Property.

(b) Damage Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 0001).

(c) If Commercial General Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503 or ISO CG 2504, or insurer's equivalent endorsement provided to City), or the general aggregate limit shall be twice the required occurrence limit.

5.2.3 Comprehensive Automobile Liability Insurance, including owned, non-owned, leased, hired, and borrowed automobiles and similar vehicles, providing the following minimum limits:

(a) Combined single limit of One Million Dollars (\$1,000,000) per occurrence for Bodily Injury or Death and Property Damage.

(b) Coverage shall be at least as broad as Insurance Services Office (ISO) Business and Auto Coverage (Form CA 0001) covering any auto.

5.2.4 Professional Liability: Consultant shall provide coverage appropriate to the Consultant's profession covering Consultant's wrongful acts, negligent actions, errors or omissions. The retroactive date (if any) is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the contract work. Consultant shall purchase a one-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. The limits shall be no less than \$1,000,000 per claim and annual aggregate.

5.3 Endorsements: The policies of liability insurance provided for in Paragraphs 5.2.2 through 5.2.4 shall specify that this specific Agreement is insured and that coverage for injury to participants resulting from Consultant's activities is not excluded, and shall be in a form satisfactory to City and contain the following separate endorsements:

(a) “The City of Yorba Linda, its officers, directors, employees, representatives and volunteers, are declared to be additional insureds on all of the above policies with respects to the operations and activities of the named insured at or from the premises of the City of Yorba Linda. The coverage shall contain no special limitations on the scope of protection afforded to the City of Yorba Linda, its officers, directors, employees, representatives and volunteers.”

(b) “This insurance policy shall not be suspended, voided, reduced in coverage or in limits, canceled, limited, non-renewed, or materially changed for any reason until thirty (30) days after receipt by the City of Yorba Linda of a written notice of such cancellation, limitation or reduction of coverage.”

(c) “This insurance policy is primary insurance and no insurance held or owned by the designated additional insureds shall be called upon or looked to cover a loss under said policy; the City of Yorba Linda shall not be liable for the payment of premiums or assessments on this policy.”

(d) “Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Yorba Linda, its officers, directors, employees, representatives, or volunteers.”

(e) “This insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.”

5.4 Evidence of Coverage: Consultant shall at the time of the execution of the Agreement present to City the original policies of insurance required by this Section 5 or a certificate of the insurance, with separate endorsements (Insurance Services Office Form CG 2026, or equivalent), showing the issuance of such insurance and the additional insured and other provisions and endorsements required herein and copies of all endorsements signed by the insurer's representative. All policies shall contain the Consultant's name and location of the Premises on the certificate. At least thirty (30) days prior to the expiration of any such policy, assigned complete certificate of insurance, with all endorsements provided herein, showing that such insurance coverage has been renewed or extended, shall be filed with City. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.5 Review of Coverage: City shall have the right at any time to review the coverage, form, and limits of insurance required under this Agreement. If, in the sole and



absolute discretion of City, the insurance provisions in this Agreement do not provide adequate protection for City, City shall have the right to require Consultant to obtain insurance sufficient in coverage, form and limits to provide adequate protection and Consultant shall promptly comply with any such requirement. City's requirements shall not be unreasonable, but shall be adequate in the sole opinion of City to protect against the kind and extent of risks which may exist at the time a change of insurance is required, or thereafter.

5.6 Deductibles: Any and all deductibles must be declared and approved by City prior to execution of this Agreement.

5.7 Agreement Contingent Upon Coverage: Notwithstanding any other provision of this Agreement, this Agreement shall be null and void at all times when the above-referenced original policies of insurance or Certificate of Insurance or Renewal Certificates or Endorsements are not on file with City.

5.8 Workers' Compensation Insurance. By his/her signature hereunder, Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this Agreement. To the extent required by law, Consultants and subcontractors will keep Workers' Compensation Insurance for their employees in effect during all work covered by this Agreement. In the event Consultant has no employees requiring Consultant to provide Workers' Compensation Insurance, Consultant shall so certify to the City in writing prior to the City's execution of this Agreement. The City shall not be responsible for any claims in law or equity occasioned by failure of the Consultant to comply with this section or with the provisions of law relating to Worker's Compensation.

5.9 Indemnification. Consultant shall indemnify, defend, and hold City and City's agents, officers, and employees ("City Personnel") harmless from and against any and all actions, suits, claims, demands, judgments, attorney's fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities (herein "claims" or "liabilities") that may be asserted or claimed by any person or entity arising out of the negligence, recklessness, or willful misconduct of Consultant, its employees, agents, representatives or subcontractors in the performance of any tasks or services for or on behalf of City, whether or not there is concurrent active or passive negligence on the part of City and/or City Personnel, but excluding such claims or liabilities arising from the sole active negligence or willful misconduct of City or City Personnel. In connection therewith:

5.9.1 Consultant shall defend any action or actions filed in connection with any such claims or liabilities, and shall pay all costs and expenses, including attorney's fees incurred in connection therewith, to the maximum extent allowed under California law including but not limited to Civil Code section 2782.8.

5.9.2 Consultant shall promptly pay any judgment rendered against City or any City Personnel for any such claims or liabilities, to the maximum extent allowed under California law including but not limited to Civil Code section 2782.8..

5.9.3 In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such damages or other claims arising out of or in connection with the negligence, recklessness, or willful misconduct of Consultant, Consultant shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees, to the maximum extent allowed under California law including but not limited to Civil Code section 2782.8.

## **SECTION SIX: RECORDS, REPORTS AND INTELLECTUAL PROPERTY.**

6.1 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning Consultant's performance of the services required by this Agreement as the Contract Officer shall require.

6.2 Records. Consultant shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the cost and the performance of such services. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

6.3 Ownership of Documents and Data. All original drawings, specifications, reports, records, data, documents and other materials, whether in hard copy or electronic form, which are prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement, shall be the property of City and shall be delivered to City upon termination of this Agreement or upon the earlier request of the Contract Officer, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Consultant shall cause all subcontractors to assign to City any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages suffered thereby.

***[Note: The Following Paragraph Is Applicable Only To Agreements for the design of public improvements.]***

6.4 In the event City or any person, firm or corporation authorized by City reuses said documents and materials without written verification or adaptation by Consultant for the specific purpose intended and causes to be made or makes any changes or alterations in said documents and materials, City hereby releases, discharges, and exonerates Consultant from liability



resulting from said change. The provisions of this clause shall survive the completion of this Contract and shall thereafter remain in full force and effect.

## 6.5 Intellectual Property and Proprietary Information.

6.5.1. Proprietary Information. All proprietary information developed specifically for City by Consultant in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, but not including Consultant's underlying materials, software, or know-how, shall be the sole and exclusive property of City, and are confidential and shall not be made available to any person or entity without the prior written approval of City. Consultant agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of Consultant's services under this Agreement. Consultant further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of Services by Consultant under this Agreement shall be made to City, and that Consultant shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by City.

6.5.2. Reproduction Rights. Any and all patents and copyrights that arise from the services or the creation of work in carrying out this Agreement shall be vested in City, and Consultant hereby agrees to relinquish all claims to such copyrights in favor of City.

6.5.3. Use of Patented Materials. Consultant shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the Services performed by Consultant under this Agreement. Consultant shall indemnify, defend, and save City harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials.

## SECTION SEVEN: RELEASE OF INFORMATION/CONFLICTS OF INTEREST.

7.1 Confidentiality. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

7.2 Release of Confidential Information. Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for

admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed hereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

7.3 Conflicts of Interest Prohibited. Consultant covenants that neither he/she nor any officer or principal of their firm have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent, or subcontractor. Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Consultant and/or its subcontractors shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement.

7.4 Covenant Against Contingent Fee. Consultant covenants that neither it nor any of its officers, employees, agents or representatives employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement. Consultant further covenants that neither it nor any of its officers, employees, agents or representatives has paid or agreed to pay any company or person, other than a bona fide employee of Consultant, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this provision, City shall have the right to annul this agreement without liability, or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fees, gift, or contingent fee.

## **SECTION EIGHT: LEGAL RELATIONS AND RESPONSIBILITIES.**

8.1 Compliance with Law. Consultant shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Consultant.

8.2 Licenses, Permits, Fees and Assessments. Except as otherwise specified herein, Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant

shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the performance of the services required by this Agreement.

8.3 Covenant Against Discrimination. The Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against, or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement.

8.4 Independent Contractor. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Consultant. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Neither Consultant nor any of Consultant's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from City; and neither Consultant nor any of its employees shall be paid by City time and one-half for working in excess of forty (40) hours in any one week. City is under no obligation to withhold State and Federal tax deductions from Consultant's compensation. Neither Consultant nor any of Consultant's employees shall have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

8.5 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount that may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.6 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.7 Disputes. In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefor. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within forty-five (45) days after service of the notice, or such longer period as may be permitted by the Contract Officer; provided that if the default is an immediate danger to the health, safety and general welfare, City may take such immediate action as City deems warranted. Compliance with the provisions of this section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the

dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 8.11.

8.8 Retention of Funds. City may withhold from any monies payable to Consultant sufficient funds to compensate City for any losses, costs, liabilities, or damages it reasonably believes were suffered by City due to the default of Consultant in the performance of the services required by this Agreement.

8.9 Waiver. No delay or omission in the exercise of any right or remedy of a non defaulting party on any default shall impair such right or remedy or be construed as a waiver. City's consent or approval of any act by Consultant requiring City's consent or approval shall not be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Consultant. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.10 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.11 Termination Prior To Expiration of Term. This section shall govern any termination of this Agreement, except as specifically provided in the following Section 8.12 for termination for cause. City reserves the right to terminate this Agreement at any time, with or without cause, upon ten (10) days' written notice to Consultant. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 8.8.

8.12 Termination for Default of Consultant. If termination is due to the failure of Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.7, take over work and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of setoff or partial payment of the amounts owed City as previously stated in Section 8.8.

8.13 Attorney's Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.14 Safety. The Consultant shall execute and maintain his/her work so as to avoid injury or damage to any person or property. The Consultant shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out his/her work, the Consultant shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act.

8.15 Compliance with California Unemployment Insurance Code Section 1088.8. If Consultant is a sole proprietor, then prior to signing the Agreement, Consultant shall provide to City a completed and signed Form W-9, Request for Taxpayer Identification Number and Certification. Consultant understands that pursuant to California Unemployment Insurance Code section 1088.8, City will report the information from Form W-9 to the State of California Employment Development Department, and that the information may be used for the purposes of establishing, modifying, or enforcing child support obligations, including collections, or reported to the Franchise Tax Board for tax enforcement purposes.

8.16 Prevailing Wages. 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. If the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its elected 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.

8.17 Unauthorized Use of City's Name. Except as required by law or with the prior written consent of City (which consent may be withheld in city's sole and absolute discretion), Consultant shall not use City's name, seal or logo in any marketing materials, magazine, trade paper, newspaper, television or radio production or other similar medium, nor shall Consultant state, imply or in any way represent to any third party that City has endorsed or approved Consultant or any of its services or products.

## **SECTION NINE: MISCELLANEOUS**

9.1 Notices. Any notice, demand, request, consent, approval, communication either party desires or is required to give the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch.

To City: CITY OF YORBA LINDA  
Attention: Jamie Lai, Director of Public Works/City Engineer  
4845 Casa Loma Avenue  
Yorba Linda, CA 92886

To Consultant: WILLDAN FINANCIAL SERVICES  
Attention: Jim McGuire, Project Manager  
27368 Via Industria, Ste. 110  
Temecula, CA 92590

9.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement.

9.3 Integration; Amendment. This Agreement contains the entire understanding of the parties herein and supersedes any and all other written or oral understandings as to those matters contained herein, and no prior oral or written understanding shall be of any force or effect with respect to those matters covered thereby. No amendment, change or modification of this Agreement shall be valid unless in writing, stating that it amends, changes or modifies this Agreement, and signed by all the parties hereto.

9.4 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or inability to enforce shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties.

9.6 Statutory References. All references in this Agreement to particular statutes, regulations, ordinances, or resolutions of the United States, the State of California, or the County of Orange shall be deemed to include the same statute, regulation, ordinance or resolution as hereafter amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same subject.

9.7 Special Provisions. Any additional or supplementary provisions or modifications or alterations of this Agreement, if any, shall be set forth in an additional Exhibit "D" ("Special Provisions") if any such Special Provisions exist. In the event of any discrepancy between the provisions of this Agreement and the Special Provisions, Special Provisions shall take precedence and prevail.



[SIGNATURES BEGIN ON NEXT PAGE]

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

**CITY:**

**CITY OF YORBA LINDA**

**CONSULTANT:**

**WILLDAN FINANCIAL SERVICES**

By: \_\_\_\_\_

Peggy Huang, Mayor

By: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

[If Corporation, TWO SIGNATURES, President OR Vice President AND Secretary, AND CORPORATE SEAL OF CONTRACTOR REQUIRED]

**ATTEST:**

By: \_\_\_\_\_

Marcia Brown, City Clerk

By: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

APPROVED AS TO FORM  
RUTAN & TUCKER, LLP

By: \_\_\_\_\_

Todd Litfin, City Attorney

**EXHIBIT A**  
**SCOPE OF SERVICES**

## RFP Scope of Services

Willdan will perform annually LMAD engineering and administration services, including but not limited to, leading the following tasks:

1. **Provide Project Management support throughout the tasks referenced herein. Schedule an annual Kick-off Meeting with City staff by January each year to identify/discuss district changes, if applicable, and the overall timeline for annual duties for the upcoming year. Willdan will serve as lead project planner and complete advanced planning to prepare annual schedule that establishes milestones and deliverables for annual duties and special projects or additional analyses, as requested.** In preparing the annual schedule, the Willdan team will be strategic to gain efficiencies and streamline the process, where possible. Willdan will coordinate with both internal, and external, where applicable, stakeholders throughout the annual duties. For all meetings identified in annual schedule, Willdan will provide the agenda and minutes. Willdan will follow-up to ensure timely deliverables by both City and other stakeholders, excluding City Council meetings.

**Deliverable(s):** Preparation of agenda and minutes for City staff meetings. Provision of an annual Project Schedule that encompasses annual duties and any special projects or separate analyses, as requested.

2. **Coordinate with City staff to obtain all necessary information needed to provide the services requested, such as the assessor's files, copies of secured rolls, boundary maps, and budget information.** The City will provide any information available, such as trail maps, easements, HOA information, tree inventory, etc. Willdan will be responsible for providing the City with, and maintaining a list of, items Willdan needs from the City. Willdan will track and update the list as items are received by the City. This list may also include items from other tasks, as needed, for completion of all related duties.

**Deliverable(s):** Provide the City with and maintain/update a list of items Willdan needs to obtain from the City.

3. **Based on the latest County Assessor information, ensure that the parcel database remains as current as possible.** As needed, update parcel information within the LMAD/zones to ensure that parcels within the database are coded and assessed properly based upon their respective County Land Use and Assessment methodology. The City will provide available information, as requested and if available (i.e. up-to-date map approval status, building permits or certificate of occupancy data).
4. **Update, maintain, host and export, as necessary, City GIS data related to the LMAD. Willdan will ensure that layers are current and, if necessary, provide additional data attribute columns and domains to enhance mapping features.** Access to GIS data layers shall be provided throughout the term of the contract and meet industry standards for security and availability. Willdan will coordinate directly with City staff to ensure that updates to GIS layer be completed within two (2) weeks from the date of approval or date of notification to Willdan, or a mutually agreed upon schedule or deliverable date, regarding substantive changes made within the LMAD. Willdan will maintain a list of changes throughout the year, and the entirety of the contract and provide to City upon request. Willdan will use this list in other tasks to ensure the annual engineer's report data and corresponding budget incorporates changes or updates requested by the City or identified by Willdan and approved by the City as part of any reconciliation or special analyses. As requested by the City, Willdan will provide exhibits exporting data from GIS.

**Deliverable(s):** Access to GIS data layers shall be provided throughout the term of the contract. Updates to GIS layers shall be completed within two (2) weeks from the date of approval or date of notification to Willdan. Create and maintain a list of requested GIS changes related to areas maintained by the LMAD. As requested by the City, Willdan will provide GIS exhibits, including exporting data and/or diagrams, on a time and materials basis.

5. **Review zone boundaries/specifics within the LMAD, conduct analysis of special benefit and proportionality, and apply appropriate methodology in conformance with state law and trends in recent court case rulings.** Willdan will analyze and propose, if appropriate, reconfiguration of any zone boundaries. Willdan will be strategic in its approach and consider the unique dynamics of zone(s) as part of this review, including parcel size, homeowner's associations, etc. Review landscape facilities within the City which fit the general profile of a local landscape zone, but which are not currently included in any such local zone, and provide recommendations as to



how to best structure the current LMAD so that these areas can be incorporated into the LMAD in the future. In undertaking this analysis, past Engineer's Report(s) will be examined.

For the lighting and traffic signal zones, Willdan will study available traffic information and recommend a change in approach, if appropriate, to identify the general/special benefit.

For the landscaping zones, Willdan will recommend an alternative approach, if appropriate, by measuring and quantifying the general/special benefit provided by medians, parkways, and other landscaping improvements. In considering landscaping benefits, Willdan will consider, list and depict HOA boundaries, monuments, pocket parks, trails, parks, etc. Willdan will also provide a corresponding list of how assessment money is to be allocated.

Because of Willdan's knowledge of the existing LMAD structure and methodology, implementation of the items requested within this particular task could likely necessitate a full engineering analysis of the affected zones. Development and implementation of the recommended changes derived from the review of the zones, will likely require a separate scope and fee for City review and feedback.

6. **Prepare comprehensive annual Engineer's Report budgets using available prior year actuals and/or other available information, such as contract costs, provided by the City. Willdan will use data gathered in previous tasks, such as GIS data, and data provided by the City to analyze, prepare, and update the City's existing Microsoft Excel budget model, including a master controller database for landscape maintenance, to prepare and recommend appropriate budgets by zone by line item. Willdan will use the preliminary budget to update the Engineer's Report with current property data, budget amounts and an assessment of the estimated cost to each parcel.** As part of Willdan's budget to actual variance analysis, review the possibility of a Proposition 218 vote to increase assessment amounts, if appropriate, and make necessary recommendations to the City to finalize the budgetary figures for City Council consideration. Willdan will be strategic in its approach to maximize existing funding and recommend alternative solutions when a Proposition 218 vote may not be viable. Willdan will be responsible for subsequent updates to the budget model and/or Engineer's Report until finalized and approved by the City Council. Willdan will maintain the budget model for budget monitoring and make updates to the related databases, including the master controller database, as requested by the City.

**Deliverable(s):** City to provide applicable budget and contract information to Willdan in a timely manner in preparation of the budget information. Provide City annually with a recommended budget by zone by line item by way of the City's existing Microsoft Excel budget model and/or alternative format approved by the City. Willdan will update and maintain master controller database and other related Microsoft Excel spreadsheets and make updates as requested by the City. Willdan will incorporate a copy of the proposed budgets into the annual Engineer's Report, including the Excel spreadsheet and applicable formulas, as needed. Willdan is responsible for leading the annual budget preparation duties and may utilize conference calls and/or other meeting types, to discuss written findings and/or recommendations regarding the upcoming annual budget based on preliminary figures and potential need to increase assessment amounts.

7. **Prepare and submit to the City Clerk all aspects of the annual Engineer's Report, up to and including, the final Engineer's Report.** The report must meet legal requirements, including but not limited to, the provisions of the Landscaping and Lighting Act of 1972 and in compliance with Proposition 218.
  - i. The report will include:
    - a. Plans and specifications for the improvements, which will include a summary description of the landscape improvements, as well as a general description of the lighting improvements, to be funded and maintained.
    - b. An estimate of the improvement costs (estimated budgets for the fiscal year showing costs and expenses of providing the improvements, including incidental expenses, as well as any contributions and adjustments).
    - c. Diagrams for the District, which will be presented for the various zones as boundary maps that may include references to the location and extent of the improvements provided.



- d. An assessment of the estimated costs of the improvements that incorporates the basis and calculation of the assessments; including the method of apportionment, benefit analysis, the assessment rates established by the budgets and applicable inflationary adjustments, as well as an electronic copy of the proposed assessment roll.

**Deliverable(s):** One (1) electronic copy of the draft Engineer's Report will be provided to the City for review and comment prior to submittal of a final Engineer's Report for the City Council's consideration and approval at the Intent Meeting. **The draft shall be completed by April 15.** Upon finalization of the Report, provide the City with one (1) electronic copy of the final Engineer's Report, assessment diagrams and assessment roll. In addition, two (2) signed hardcopies of the Report will be provided to the City on or before the Public Hearing.

8. **Attend up to five (5) City Council, Committee, and/or Community meetings annually related to the LMAD and/or Engineer's Report.** Follow-up and assist with administration corrections to the Engineer's Report and/or tax roll. Final Engineer's Report and tape must be delivered seven (7) days prior to the public hearing. Attend meetings with City staff, as requested by the City. Willdan will draft, and provide assistance with and/or review of as requested by City, resolutions and staff reports for City Council meetings, including but not limited to, the Intent Meeting and Public Hearing. **Please provide additional meetings in optional tasks.**
9. **Sign and approve the annual Engineer's Report, provide applicable documents in digital format for posting on the City's website, and take steps necessary to file the tax roll, and other necessary documents with the County so assessments can be levied by the deadline.** Upon completion of the Public Hearing and adoption of the Resolution to Levy assessments, transfer the assessment amounts for each parcel by APN to the County Auditor/Controller's Office in the media, format and configuration required for placement on the annual property tax roll.

**Deliverable(s):** Electronic file and signed Resolutions to County Auditor/Controller's Office.

10. **Upon receipt of a parcel exception list from the Auditor/Controller, if applicable, research the exceptions and resubmit corrections.** As necessary, Willdan will prepare for City staff additional County-required correspondence relating to the submittal, correction, or removal of assessment to the County tax roll.

**Deliverable(s):** Resubmit corrected assessments to the County Auditor/Controller, as needed. Prepare and provide an electronic list of parcels for which the County will not send tax bills for the City's review. Subject to City direction, Willdan will utilize the list to prepare and mail handbills. Willdan will provide copies of applicable records to the City.

11. **Provide a summary of the final applied levy amounts and a description of the reasons for any significant variances between the amounts budgeted and the amounts accepted by the County Auditor/Controller to be applied to the County tax roll.**

**Deliverable(s):** Levy summary to be delivered in September/October each year to the City.

12. **Assist the City in addressing property owners with questions concerning the LMAD, assessments, and other related issues.** Willdan will provide draft responses to the City, as requested, within seventy-two (72) hours of notification by the City. For any inquires or concerns that may require more extensive research, legal concerns or analysis, Willdan will identify the tasks related to such research or analysis and provide an estimated reasonable timeframe for completion within forty-eight (48) hours of notification by the City. Written responses should be used sparingly.

Willdan serves as the primary contact to assist and answer questions from property owners or other interested parties regarding assessments and special taxes. Willdan's toll-free telephone number will be provided to the County of Orange for inclusion on property tax bills, so that property owners can call with questions throughout the year. Likewise, Willdan will field inquiries from City staff, lenders, and other interested parties concerning the annual installments. Phone inquiries will be documented using Willdan's proprietary computer system, MuniMagic+.





**Optional Task:** In our experience with the City and the complexities associated with the LMAD and property owner involvement, more in-depth inquiries received directly from City staff may require in-depth research, as well as drafting a detailed response. In the past there have been instances when the City's Attorney has had to review and provide feedback as well. Inquires of this nature will require more than seventy-two (72) hours to address and be coordinated on a time and materials basis or agreed upon fee, to be discussed in advance with the City.

**Deliverable(s):** Provide draft responses to the City upon request within the specified timeframes. If additional time is needed for a response or to complete additional research or analysis, Willdan will provide timely response to City indicating such.

### Optional Task(s)

#### B. Miscellaneous Engineering Services

Willdan will perform miscellaneous engineering services on an as-needed basis for services that, while related, would otherwise exceed the existing scope of the annual engineer report preparation. Willdan will recommend such services under this task, as needed, as part of its completion of the duties specified under other tasks.

#### C. Proposition 218 Balloting

Based on recommendation from Willdan and potential deficit financial position of a zone, the City may elect to use a petition to gauge the interest of an increased assessment prior to initiating a Proposition 218 ballot process to understand if there is community support for the increase. If a petition is successful in obtaining the City Council's established signature threshold, the City may elect to proceed with a Proposition 218 ballot process. As part of the petition signature validation and in the event the City proceeds with a Proposition 218 ballot process, the City may request Willdan to complete additional task(s) that may occur simultaneously including, but not limited to:

1. Identify attributes related to assessments for parcels.
2. Calculate new assessment rates for parcels, including varying scenarios for zone(s) that may have multiple maintenance or service level options. Willdan will be strategic in its approach to providing scenarios and consider unique dynamics such as parcel size, homeowner's associations, condos, etc.
3. Prepare and submit Zone-specific Engineer's Report.
4. Develop a community outreach plan in advance of initiating a petition or Proposition 218 process. Provide community outreach support and/or attend community meetings as outlined in the plan to properly inform property owners on the effects of a successful or unsuccessful Proposition 218 vote and to gauge community support of a proposed increase assessment. Willdan will be strategic in its approach to work with property owners in applicable zone(s) to achieve their goals/find alternative solutions by considering unique dynamics such as parcel size, homeowner's associations, condos, etc.
5. Provide support and validation of the submitted petition signatures and signature removal requests and tabulate the final, verified count and determine if the petition is successful or unsuccessful in meeting the City Council's established signature threshold pursuant to the Street Lighting and Landscape Maintenance Assessment District Proposition 218 Petition Guidelines. This includes validation that submitted signatures and signature removal requests were submitted by the property owner. Willdan will maintain the list of the final, verified signatures and will provide to City, as requested.
6. Prepare and submit any revisions to Zone-specific Engineer's Report. Prepare and submit related Proposition 218 ballots and notices. This includes any potential revote ballots and notices.
7. Attend City Council meetings related to Proposition 218 new or increased assessments, including ballot tabulation. Willdan will lead and complete the ballot tabulation procedures and provide City with final tabulation report.
8. Evaluate and update assessment factors for parcels. Include any final approved assessment changes in applicable fiscal year Engineer's Report.



## **EXHIBIT B**

### **SCHEDULE OF COMPENSATION**

Payment shall be on a “Fixed Fee” basis in accordance with the Consultants Schedule of Compensation attached herewith for the work tasks performed in conformance with Section 2.2 of the Agreement. Total compensation for all work under this contract shall not exceed **\$156,420.00** except as specified in Section 1.2 - Changes and Additions to Scope of Services of the Agreement.

## G. Compensation/Payment Schedule

Willdan Financial Services' ("Willdan") fees contained herein reflect the time and effort necessary to carry out the Scope of Services outlined within the City of Yorba Linda's ("City") RFP Addendum No. 1, dated April 14, 2021.

### Annual Administration Services & Engineering Services

City of Yorba Linda Annual Administration & Engineering Services Fee for Services	
Annual Administration of LMAD ( <i>Tasks A.1 – A.3, A.5, A.7 – A.12</i> )	\$ 21,500
Update, Maintain, Host & Export LMAD GIS Data ( <i>Task A.4</i> )	8,250
Prepare Annual Engineer's Report Budgets ( <i>Task A.6</i> )	6,390
Research & Draft Response to City ( <i>Optional Task A.12</i> )	<u>TBD</u>
<b>Total Not-to-Exceed Fee</b>	<b>\$36,140</b>

Please note the following:

- The fee for annual administration services does not include annexations or restructuring of existing district Zones.
- Annual fee is subject to increase commencing with Fiscal Year 2023/2024. The increase will not exceed the most recent change in the annual Consumer Price Index (CPI) for the "All Urban Consumers" Los Angeles – Orange – Riverside region, as calculated by the United States Bureau of Labor Statistics.
- Per Task A.4, if the City requests GIS exhibits (i.e. exporting data and/or diagrams), other than those required for the Engineer's Report, will be provided on a time and materials basis.
- The City will be invoiced on a percent complete basis as administration services progress.

### Miscellaneous Engineering Services

In response to RFP NO. PW 033121, Section V, outlined below are the hourly rates associated with the provision of Miscellaneous Engineering Services.

Personnel Name	Position / Title in Company	License(s) Held (if applicable)	Hourly Rate
Jim McGuire	Principal Consultant	N/A	\$200.00
Tony Thrasher	Senior Project Manager	N/A	\$165.00
Chonney Gano	Project Manager	N/A	\$145.00
Richelle Lane	Senior Analyst	N/A	\$120.00
Tyrone Peter, PE	Deputy Director (Willdan Engineering)	Professional Engineer (Civil Engineering)	\$211.00
Advanced Mapping	GIS Mapping	N/A	\$120.00



## Proposition 218 Balloting

Willdan proposes to perform the tasks identified as the Proposition 218 Noticing optional task for the fees identified in the table below. It is important to note that these fees are an estimate since in Willdan's experience multiple zones are typically balloted for a new/increased assessment simultaneously. Further each LMAD zone is different in terms of parcel count and services/improvements offered, it is difficult to provide firm pricing at present.

Proposition 218 Balloting Services Street Lighting & Landscaping Maintenance District Fee for Services	
Research & Preparation of Supplemental Engineer's Report	\$ 7,500
Develop Community Outreach Plan	4,200
Petition Validation	1,800
Proposition 218 Noticing & Balloting	2,000
Public Hearing & Ballot Tabulation	<u>2,500</u>
<i>Estimated Fee per Single Zone Proposition 218 Balloting Project</i>	<b>\$ 18,000</b>

Please note the following:

- The tasks and fees identified above will be adjusted accordingly based upon the complexity and issues of the zone(s) to be balloted. (For example, petition validation may not be required for some zones or the number or properties involved exceeds 1,000 parcels.)
- Proceedings involving just a developer will not require some of the tasks identified above and the fee will be adjusted accordingly.
- Our proposed fee does not include costs associated with printing and postage of the notices and ballots (Proposition 218 Noticing and Balloting line item). Printing, postage and mailing will be billed to the City at our fee.
- Additional meetings and/or workshops not consecutively scheduled may incur additional travel expenses and/or meeting fees. Attendance at additional meetings will be \$2,350, including travel expenses.
- We will invoice the City monthly as the project progresses.

## Reimbursable Expenses

Willdan will be reimbursed for out-of-pocket expenses. Examples of reimbursable expenses include, but are not limited to postage, travel expenses, mileage (at the current prevailing rate), maps, electronic data provided by the County and/or other applicable resources, and copying (currently 6¢ per copy).

Any additional expense for reports or, otherwise, from outside services will be billed to the City. Charges for meeting and consulting with counsel, the City, or other parties regarding services not listed in the scope of services previously identified will be at our then-current hourly rates.

In the event that a third party requests any documents from Willdan, we may charge such third party for providing said documents in accordance with our applicable rate schedule.



## **EXHIBIT C**

### **SCHEDULE OF PERFORMANCE**

Consultants Project Schedule is attached and made a part of this agreement. Consultant shall complete services presented within the scope of work contained within Exhibit “A” in accordance with the attached project schedule.

## EXHIBIT C

**TENTATIVE TIMELINE FOR FISCAL YEAR 2022/2023 ENGINEER'S REPORT**

<b>DATE (2022)</b>		<b>ACTION</b>
1/3/2022	1/28/2022	Kick-off Meeting
4/22/2022		Submit draft Engineer's Report to Public Works
4/25/2022	5/4/2022	Public Works reviews draft Engineer's Report, budgets and assessments
5/5/2022	5/13/2022	Willdan finalizes Engineer's Report
5/16/2022		Willdan submits Engineer's Report (Final Draft) to the City Clerk (City Council Agenda due)
<b>5/17/2022</b>		Intent Meeting (City Council to consider approval of the Engineer's Report and sets the Public Hearing)
5/23/2022	5/27/2022	Willdan updates Engineer's Report (If previously directed by City Council)
5/30/2022		Willdan submits Final Engineer's Report (If modifications were necessary) to the City Clerk (City Council Agenda due)
<b>6/21/2022</b>		Public Hearing
7/19/2022		Backup Public Hearing
8/10/2022		Levy Submitted to County

**TENTATIVE TIMELINE FOR FISCAL YEAR 2023/2024 ENGINEER'S REPORT**

<b>DATE (2023)</b>		<b>ACTION</b>
1/2/2023	1/27/2023	Kick-off Meeting
4/21/2023		Submit draft Engineer's Report to Public Works
4/24/2023	5/3/2023	Public Works reviews draft Engineer's Report, budgets and assessments
5/4/2023	5/12/2023	Willdan finalizes Engineer's Report
5/15/2023		Willdan submits Engineer's Report (Final Draft) to the City Clerk (City Council Agenda due)
<b>5/16/2023</b>		Intent Meeting (City Council to consider approval of the Engineer's Report and sets the Public Hearing)
5/17/2023	5/26/2023	Willdan updates Engineer's Report (If previously directed by City Council)
5/29/2023		Willdan submits Final Engineer's Report (If modifications were necessary) to the City Clerk (City Council Agenda due)
<b>6/20/2023</b>		Public Hearing
7/18/2023		Backup Public Hearing
8/10/2023		Levy Submitted to County

**TENTATIVE TIMELINE FOR FISCAL YEAR 2024/2025 ENGINEER'S REPORT**

<b>DATE (2024)</b>		<b>ACTION</b>
1/2/2024	1/26/2024	Kick-off Meeting
5/10/2024		Submit draft Engineer's Report to Public Works
5/13/2024	5/22/2024	Public Works reviews draft Engineer's Report, budgets and assessments
5/23/2024	5/31/2024	Willdan finalizes Engineer's Report
6/3/2024		Willdan submits Engineer's Report (Final Draft) to the City Clerk (City Council Agenda due)
<b>6/4/2024</b>		Intent Meeting (City Council to consider approval of the Engineer's Report and sets the Public Hearing)
6/5/2024	6/7/2024	Willdan updates Engineer's Report (If previously directed by City Council)
6/10/2024		Willdan submits Final Engineer's Report (If modifications were necessary) to the City Clerk (City Council Agenda due)
<b>7/2/2024</b>		Public Hearing
7/16/2024		Backup Public Hearing
8/9/2024		Levy Submitted to County