



Lou Ann Teixeira
Executive Officer

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September 9, 2009 (Agenda)

September 9, 2009
Agenda Item 10

Contra Costa Local Agency Formation Commission
651 Pine Street, Sixth Floor
Martinez, CA 94553

Contract Amendment with Burr Consulting

Dear Commissioners:

RECOMMENDATION

Authorize LAFCO staff to execute a contract amendment with Burr Consulting to 1) expand the scope of services to include preparing the Municipal Service Reviews (MSR) and Sphere of Influence (SOI) updates for the agencies shown in Exhibit 1; 2) extend the term of the contract from December 31, 2009 to June 30, 2010; and 3) increase the contract amount from \$45,000 to \$80,000 (\$35,000 increase).

DISCUSSION

The Commission's work plan for completing the State mandated MSRs/SOI updates includes a combination of baseline and second round reviews, including countywide, sub-regional and agency-specific reviews; and prepared by a combination of consultants and LAFCO staff. The FY 2009-10 work plan and budget includes MSRs/SOI updates for park, recreation, cemetery, mosquito/vector control, and resource conservation services.

In August 2008, following a formal bid process, the Commission approved a contract with Burr Consulting to prepare the countywide Fire and Emergency Medical Services and Reclamation Services MSRs and SOI updates. These MSRs are now complete. The caliber of the MSRs prepared by Burr Consulting is exceptional. In addition, the firm is familiar with the Contra Costa LAFCO MSR process and the County.

FINANCING

The costs associated with this contract amendment are included in the FY 2009-10 budget.

Please contact the LAFCO office if you have any questions.

Sincerely,

Lou Ann Teixeira
Executive Officer

Attachment

AGREEMENT AMENDMENT No. 3

Parties. Contra Costa Local Agency Formation Commission (Contra Costa LAFCO) and Burr Consulting (Burr).

Date. The effective date of this Agreement Amendment is September 9, 2009.

Amendment. This amends that contract entered into on the 10th day of September, 2008, by and between LAFCO and Burr, as follows:

Purpose. LAFCO desires to retain Consultant to prepare countywide municipal service reviews (MSRs) and sphere of influence (SOI) updates for fire and reclamation services **and for park, recreation, cemetery, mosquito/vector control and resource conservation services** pursuant to the CKH Act. Consultant has the necessary expertise to perform such services and is willing to perform these services for LAFCO.

Services by Consultant. Consultant shall provide those services and carry out that work described in the Service Plans attached hereto as Exhibit 1A, 1B and **1C** incorporated herein by reference, in accordance with the Project Timelines attached hereto as Exhibit 2A, 2B and **2C** and incorporated herein by reference, within the term of this Agreement and subject to all the terms and conditions contained herein. All services will be performed by the personnel/positions identified below:

- Beverly Burr, Principal/Project Manager
- Bruce Baracco, Principal, Baracco & Associates (sub-consultant)
- Alexander Brown, Research Analyst
- Larry Dacus, MBK Engineers (sub-consultant)
- Isaac Becker/**Other**, Research Assistant
- Jennifer Stephenson, Research Associate**

Term. The term of this Agreement will be from the Effective Date through **June 30, 2010**, unless terminated sooner as provided herein. The obligations contained in Section 12 shall survive termination of this Agreement.

Effect of Amendment. No other provision of the Agreement is affected by this Amendment.

CONTRA COSTA LAFCO

CONTRACTOR
Burr Consulting

By: _____
LAFCO Executive Officer

By: _____

APPROVED AS TO FORM

Taxpayer ID#: _____

LAFCO Legal Counsel

I hereby certify under penalty of perjury that the Executive Officer of the Contra Costa LAFCO was duly authorized to execute this document on behalf of the Contra Costa LAFCO by a majority vote of the Commission on September 9, 2009.

Date: _____

ATTEST:

Contra Costa LAFCO Clerk

EXHIBIT 1C
SCOPE OF SERVICES
PARK, RECREATION, CEMETERY, MOSQUITO/VECTOR CONTROL
AND RESOURCE CONSERVATION
Municipal Service Review/Sphere of Influence Updates

CONSULTANT will prepare a Municipal Service Review (MSR) along with information and analysis necessary for LAFCO to update the spheres of influence (SOIs) for the subject local agencies covered in the MSR. The MSR will cover park, recreation, cemetery, mosquito/vector control and resource conservation services provided in Contra Costa County. LAFCO will be responsible for CEQA review (if needed), legal review (if needed), map preparation, report printing, and archive access.

The MSR will be prepared in accordance with California Government Code §56430 and Contra Costa LAFCO policies and procedures. This MSR will cover the following subject agencies:

Recreation & Park Districts

- Ambrose Recreation & Park District
- *East Bay Regional Park District (Alameda LAFCO is principal) - include for context*
- *Green Valley Recreation & Park District (LAFCO staff completed MSR in 2008) - include for context*
- Pleasant Hill Recreation & Park District
- Rollingwood-Wilart Recreation & Park District

County Service Areas

- CSA M-16 (public parks, recreation and landscaping in unincorporated Clyde)
- CSA M-17 (park and community center for the unincorporated areas of Tara Hills and Montalvin Manor)
- CSA M-29 (financing mechanism for public parks, road, law enforcement, storm drain maintenance, community center, library services, landscaping and streetlights to the Dougherty Valley development in the City of San Ramon)
- CSA M-30 (parks, law enforcement, street maintenance, landscaping and streetlights to the Alamo Springs development in unincorporated Alamo)
- CSA R-4 (public parks and recreation in the Town of Moraga)
- CSA R-7 (parks, trails, recreation, landscaping in unincorporated Alamo)
- CSA R-9 (maintain one park in unincorporated El Sobrante)
- CSA R-10 (operate the Lefty Gomez Community Center baseball fields in unincorporated Rodeo)

Cemetery Districts

- Alamo Lafayette Cemetery District
- Byron Brentwood Knightsen Union Cemetery District

Mosquito and Vector Control Districts

- Contra Costa Mosquito and Vector Control District

Resource Conservation Districts

- Contra Costa Resource Conservation District

In order to provide a comprehensive review of services in Contra Costa County, Consultant will need to include information from a previously prepared Contra Costa LAFCO MSRs which contains information relating to similar city services. In addition to reviewing the subject public agencies, the scope of work may involve reviewing other public agencies and private service providers to the extent they relate to the overall provision of related services countywide.

All work products will be prepared in Word and Excel formats. Consultant will provide LAFCO with digital copies of the report; one camera-ready copy will be provided if requested.

Specific tasks are as follows:

Task 1: Project Initiation and Data Collection and Correlation

- At the request of LAFCO staff, Consultant will attend one kick-off meeting to review scope of service and schedule.
- Consultant will develop and deliver to LAFCO staff for review and approval a Request for Information (RFI) and Supplemental Questionnaire (if needed). The RFI and Supplemental Questionnaire will seek information relevant to preparing the MSRs/SOI updates per the Government Code and Contra Costa local policies. Information will include master plans, strategic and operational plans, budgets, financial statements, capital improvement plans, organizational charts, agency service area and SOI maps, and other data relevant to the provision of services.
- In conjunction with LAFCO staff, Consultant will distribute the RFI and Supplemental Questionnaire, and work with each local agency to facilitate timely completion.
- Consultant will communicate with agency representatives to review and explain requests for data, respond to questions and clarify issues, as needed.
- Consultant will prepare and deliver to the LAFCO Executive Officer two data discovery progress reports of data collection efforts. Consultant will identify any data gaps and documentation essential to the analysis, and coordinate with LAFCO on the most efficient means to obtain the documentation. LAFCO staff will assist in collecting any other information needed by Consultant.
- Consultant will be available for a progress meeting, as needed. LAFCO staff will make best efforts to hold progress meetings by telephone to minimize travel costs.

Task 2: Administrative Draft MSR

- Consultant will develop an Administrative Draft MSR report including a cover page, table of contents, an introductory/executive summary providing a regional overview followed by comparative analysis and individual agency profiles. The report will include discussion of key issues identified in the agency sections, opportunities to improve service efficiencies and cost-effectiveness, and recommendations regarding sphere and/or service area boundary changes. The structure provides the reader with a regional context for considering municipal services in the County; it also provides for focused analysis and evaluation of each agency individually.
- The Administrative Draft MSR will be prepared summarizing and analyzing the data collected for the agencies. The Administrative Draft report will include agency profile information,

background information, and recommended written determinations for each of the six factors in Government Code §56430, as well as options and recommendations for SOI update actions, mergers, consolidations or dissolutions, if any, and any other significant observations. The report will also identify potential service areas that differ from current SOIs along with any other significant observations.

- Consultant will submit to the LAFCO Executive Officer for review and comment the Administrative Draft MSR. LAFCO staff comments and questions will be addressed.
- In coordination with LAFCO staff, Consultant will provide the Administrative Draft to the subject agencies for internal review and comment. The agency comments, corrections and questions will be reviewed by LAFCO staff and consultant will address them, as appropriate.
- Consultant will be available for a progress meeting, as needed. LAFCO staff will make best efforts to hold progress meetings by telephone to minimize travel costs.
- Following revisions, the Administrative Draft MSR will be submitted to LAFCO.
- In coordination with the LAFCO Executive Officer, the Consultant will prepare and present an overview (PowerPoint) presentation of the Administrative Draft MSR at a LAFCO workshop.

Task 3: Public Review Draft MSR

- Consultant will incorporate Commissioner and public comments received at the workshop, and prepare the Public Review Draft MSR.
- LAFCO staff will make the Public Review Draft MSR available for a 21-day review period.
- In coordination with the LAFCO Executive Officer, Consultant will provide written responses to all comments received during the public review period, and recommend any changes to the Draft MSR necessitated by such comments and responses.
- Consultant will revise the Draft MSR in accordance with the Responses to Comments and direction given by LAFCO staff.
- Consultant will prepare and submit the Final Draft MSR to LAFCO.

Task 4: Final Draft MSR

- In coordination with the LAFCO Executive Officer, the Consultant will prepare and present a PowerPoint presentation of the Final Draft MSR at a LAFCO hearing.
- Consultant will receive final comments and supplemental information received during the LAFCO hearing (s).
- Consultant will present the Final Draft MSR at up to three public meetings.

Task Five: Final MSR

- Following the public hearing(s), Consultant will incorporate changes, as appropriate, as requested by the Commission and others.

Consultant will prepare and provide to LAFCO the Final MSR.

EXHIBIT 2C
PROJECT TIMELINE
PARK, RECREATION, CEMETERY, MOSQUITO/VECTOR CONTROL
AND RESOURCE CONSERVATION
Municipal Service Review/Sphere of Influence Updates

Consultant shall perform the services required under this Agreement in accordance with the following timeline. The schedule is subject to modification from time to time by mutual agreement of the Consultant and the LAFCO Executive Officer.

Kick-Off	Mid-September 2009
Deliver to LAFCO Staff Draft Request for Information (RFI)/ Supplemental Questionnaire (SQ)	Late September 2009
Distribute to Agencies RFI and SQ	Early October 2009
Receipt of data from all local agencies	Mid-November 2009
Deliver Administrative Draft MSR to LAFCO Staff	Early January 2010
Present Administrative Draft MSR to Commission	February 2010
Prepare and release Public Review Draft MSR	February 2010
Present Final Draft MSR to LAFCO	April 2010
Deliver Final MSR to LAFCO	Late April 2010

**EXHIBIT C
PAYMENT**

1. **Payment Limit.** Consultant shall complete the services under this Agreement for a fee not to exceed **\$80,000** (the “Payment Limit”) which includes a **\$3,000** contingency.

2. **Payments.** Subject to the Payment Limit and as further set forth herein, LAFCO shall pay Consultant for actual time spent by the Project Team performing the activities set forth in the Service Plan at the rates and within task payment limits shown below. LAFCO shall also reimburse Consultant for allowable costs incurred in the performance of those services. Office overhead, preparation of invoices, travel time by the Consultant and incidental expenses other than the allowable costs set forth below will not be compensated.

a. Payment for services will be based on the following hourly rates:

- Beverly Burr, Principal/Project Manager - \$125
- Bruce Baracco, Principal, Baracco & Associates (sub-consultant) - \$95
- Alexander Brown, Research Analyst - \$60
- Larry Dacus, MBK Engineers (sub-consultant) - \$200
- Isaac Becker, Research Assistant - \$30
- Jennifer Stephenson, Research Associate - \$80**
- Research Assistant - \$45**

b. For purposes of ensuring that payments made prior to completion of the projects are proportional to the work product delivered by Consultant to LAFCO, payment for invoices submitted prior to completion of the project are subject to payment limits based on estimated costs in Consultant’s proposal. The payment limits for each task are as follows:

Deliverable	Fire MSR	Reclamation MSR	Both MSRs
Task 1a – Data Discovery Progress Report #1	\$ 4,752	\$ 4,914	\$ 9,665
Task 1b – Data Discovery Progress Report #2	\$ 3,300	\$ 3,032	\$ 6,332
Task 2 – Administrative Draft MSR	\$ 7,905	\$ 6,778	\$ 14,683
Task 3 – Public Review Draft MSR	\$ 560	\$ 1,250	\$ 1,810
Task 4 – Final Draft MSR	\$ 5,800	\$ 3,165	\$ 8,965
Task 5 – Final MSR	\$ 560	\$ 985	\$ 1,545
Total	\$ 22,877	\$ 20,124	\$ 43,000

Deliverable	Park, Recreation, Cemetery, Mosquito/Vector Control, Resource Conservation Services
Task 1a – Data Discovery Progress Report #1	\$ 7,500
Task 1b – Data Discovery Progress Report #2	\$ 5,500
Task 2 – Administrative Draft MSR	\$12,000
Task 3 – Public Review Draft MSR	\$ 1,000
Task 4 – Final Draft MSR	\$ 7,000
Task 5 – Final MSR	\$ 1,000
Total	\$ 34,000

With regard to the fire and reclamation MSRs, Consultant shall present LAFCO with a final invoice upon completion of both the fire and reclamation projects. The final invoice for the fire and reclamation

MSRs shall be subject to the cumulative overall project cap and shall not be subject to task-specific or MSR-specific payment limits so long as costs are within the scope of the project.

3. Payment Demands.

- a. Consultant will submit up to four (4) invoices per MSR, at the following intervals: (a) Within 30 days of completion of Task 1 – Subtask A; (b) within 30 days of completion of Task 1 - Subtask B; (c) within 30 days of completion of Task 2, and (d) within 30 days of completion of Task 3 and all remaining services required under this Agreement. Said invoices shall identify the task completed and payment due for such task, and provide an itemization of allowable costs incurred, accompanied by receipts for all expenditures and an explanation of any mileage costs, including the dates, distance, origin and destination, and purpose of all travel related to this Agreement. Except as otherwise set forth in this Agreement, payment for services and reimbursement of allowable costs will be made by LAFCO within 30 days of Consultant’s submission of its invoice.
- b. In the event that this Agreement is terminated by LAFCO for any reason other than the Consultant’s default, and such termination occurs after Consultant has commenced a task but not yet completed that task, LAFCO will pay Consultant for all services performed up to the date of termination. Such payment is conditioned upon Consultant’s submission of a final invoice that sets forth line item descriptions of activities performed, the individual(s) performing the activities and their respective job titles, time spent on each activity (rounded to the nearest one-tenth of an hour), and an itemization of allowable costs incurred, accompanied by the documentation outlined in Section 3.a. above.

4. Contingency. The contract shall include a **\$3,000** contingency to be used, upon approval by LAFCO staff, for flood/engineering review services and related contract expenses.

5. Liquidated Damages. Delivery of each of the first Administrative Draft MSRs—Fire, Reclamation and **Park, Recreation, Cemetery, Mosquito/Vector Control, Resource Conservation Services** - shall be in accordance with the respective project timeline and shall contain all information as detailed in the respective scope of services and acceptable to the LAFCO Executive Officer. If the Fire, Reclamation and/or **Park, Recreation, Cemetery, Mosquito/Vector Control, Resource Conservation Services** Administrative Draft MSR is delivered to the LAFCO staff after the end of the month following the month it is due as indicated in the respective project timeline, or if it does not comply with the requirements of the respective scope of services, that portion of the total contract amount shall be reduced by five percent. If the Fire, Reclamation and/or **Park, Recreation, Cemetery, Mosquito/Vector Control, Resource Conservation Services** Administrative Draft MSR is delivered to the LAFCO staff after the end of two months following the month it is due as indicated in the respective project timeline, or if it does not comply with the respective requirements of the scope of services, that portion of the total contract amount shall be reduced by ten percent. For purposes of this section, the total cost for each of the separate MSRs shall be consistent with the Consultant’s proposal and adjusted appropriately for the **\$3,000** contingency.

6. Right to Withhold. LAFCO has the right to withhold payment to Consultant when, in the opinion of LAFCO expressed in writing to Consultant, (a) Consultant’s performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Consultant has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records; or (c) Consultant has failed to sufficiently itemize or document its demand(s) for payment.