



Lou Ann Texeira
Executive Officer

MEMBERS

Helen Allen
City Member
Federal Glover
County Member
Martin McNair
Public Member

Dwight Meadows
Special District Member
David A. Piepho
Special District Member

Rob Schroder
City Member

Gayle B. Uilkema
County Member

ALTERNATE MEMBERS

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George H. Schmidt
Special District Member
Mary N. Piepho
County Member
Don Tatzin
City Member

August 11, 2010 (Agenda)

August 11, 2010
Agenda Item 8

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

**Award Service Contract – Law Enforcement
Municipal Service Reviews and Sphere of Influence Updates**

Dear Commissioners:

RECOMMENDATION

Authorize LAFCO staff to execute a consulting service agreement with Baracco and Associates (Attachment 1) to prepare the countywide Law Enforcement Municipal Service Reviews (MSR) and Sphere of Influence (SOI) updates in an amount not to exceed \$22,000.

DISCUSSION

The Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (CKH Act) requires that on or before January 1, 2008, and every five years thereafter, LAFCO, as necessary, review and update the SOI of each local agency. As part of the SOI update, LAFCO must prepare a corresponding MSR to determine the range and adequacy of governmental services provided.

The MSR/SOI work plan for Contra Costa LAFCO includes a combination of service-specific (countywide), sub-regional (covering primarily city services) and agency-specific reviews prepared by consultants and LAFCO staff.

Since late 2007, we have completed baseline countywide MSRs covering health care, water/wastewater, fire/emergency medical, reclamation, cemetery, parks/recreation, mosquito/vector control and resource conservation services. In addition, we have also completed inaugural sub-regional MSRs covering primarily city services (19 cities), along with several agency specific reviews.

Our final countywide review will begin this year covering law enforcement services. To some extent, law enforcement services were reviewed as part of the sub-regional MSRs. However, LAFCO has not yet conducted a comprehensive review of all service providers, including County Service Areas and other municipal agencies which provide law enforcement services.

Law enforcement services, like fire/emergency medical services, are somewhat unique due to the regional collaboration and mutual aid aspects of the services.

Contra Costa LAFCO completed its MSRs with help from a number of exceptional consulting firms. As proposed, Baracco and Associates will assist LAFCO with a baseline review of law enforcement services in Contra Costa County. The project team includes Bruce Baracco, who has provided professional services to Contra Costa LAFCO since 2007. Mr. Baracco previously provided professional planning support to LAFCO while working with Graichen Consulting. In addition, he prepared MSRs for the cities of Antioch and Pittsburg, and worked on the Contra Costa Reclamation Services MSR. The MSR project team also includes Jennifer Stephenson, who worked on the recently completed Cemetery, Parks & Recreation and Mosquito/Vector Control & Resource Conservation Services MSRs for Contra Costa LAFCO. In addition, Roger Neuman, who brings 39 years of direct law enforcement service, will serve as Technical Advisor to the project team. The project team has extensive experience with municipal service providers, and in particular, with LAFCOs and preparing MSRs throughout the State. Baracco and Associates is also an Associate Member of CALAFCO. See attached statements of qualifications (Attachment 2).

FINANCING

The cost associated with preparing the Law Enforcement MSR/SOI updates will not exceed \$22,000. This is commensurate with funding included in the FY 2010-11 budget for these services.

Sincerely,

LOU ANN TEXEIRA
EXECUTIVE OFFICER

Attachment 1 – Consulting Service Agreement
Attachment 2 – Statements of Qualifications

c: Bruce Baracco, Baracco and Associates
Bob Campbell, Contra Costa County Auditor

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (“Agreement”) is entered into on August 11, 2010 (“Effective Date”) by and between the Contra Costa Local Agency Formation Commission (“LAFCO”), a public agency, and Baracco and Associates, a sole proprietor (“Consultant”). LAFCO and Consultant may hereafter be collectively referred to as the “Parties” and individually as a “Party.”

For good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

1. Authority. LAFCO is a public agency that operates pursuant to the Cortese-Knox-Hertzberg Local Governmental Reorganization Act of 2000 (“CKH Act”). (Gov. Code, §56000 et seq.) Section 56375 provides that LAFCO may contract for professional and consulting services to carry out and effect the functions of the Commission.
2. Purpose. LAFCO desires to retain Consultant to prepare a countywide municipal service review and sphere of influence (SOI) updates for police services pursuant to the CKH Act. Consultant has the necessary expertise to perform such services and is willing to perform these services for LAFCO.
3. Services by Consultant. Consultant shall provide those services and carry out that work described in the Service Plan attached hereto as Exhibit 1 and incorporated herein by reference, in accordance with the Project Timeline attached hereto as Exhibit 2 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:

Bruce Baracco, Principal/Project Manager
Jennifer Stephenson, Project Analyst
Roger Neuman, Technical Advisor

Any change in personnel must be approved in writing by the Executive Officer.

4. Compensation by LAFCO. LAFCO shall pay Consultant the amount set forth in Exhibit 3, attached hereto and incorporated herein by reference, subject to all the terms and conditions contained herein.
5. Term. The term of this Agreement will be from the Effective Date through June 30, 2011, unless terminated sooner as provided herein. The obligations contained in Section 12 shall survive termination of this Agreement.
6. Independent Contractor. This Agreement is by and between two independent contractors and is not intended to and may not be construed to create the relationship between the Parties of agent, servant, employee, partnership, joint venture or association.
7. Conflicts of Interest. Consultant, its officers, partners, associates, agents, and employees, shall not make, participate in making, or in any way attempt to use the position afforded them by this Agreement to influence any governmental decision in which they know or have reason to know they have a financial interest under Government Code §87100, et seq., or otherwise.
8. Assignments. This Agreement binds the heirs, successors, assigns and representatives of Consultant. Consultant may not assign its rights or delegate its duties under this Agreement without the prior written consent of LAFCO.

9. Non-Exclusive Agreement. Nothing in this Agreement shall be construed to restrict Consultant's right to enter into other agreements and provide services for others, provided such agreements or services do not interfere with the timely performance of the services to be provided under this Agreement, create a conflict of interest or be deleterious to the interests of LAFCO.
10. Compliance with Law. Consultant shall be subject to and comply with all applicable federal, state and local laws and regulations with respect to its performance under this Agreement, including but not limited to, licensing, employment and purchasing practices; and wages, hours and conditions of employment, including nondiscrimination. In the event that Consultant alleges a conflict exists between applicable laws or regulations, Consultant will provide written notice of the alleged conflict to the LAFCO Executive Officer and work with the LAFCO Executive Officer to resolve any conflict.
11. Insurance Coverage. During the entire term of this Agreement, and any extension or modification thereof, Consultant shall keep in effect insurance policies meeting the following insurance requirements:
 - a. Liability Insurance. Throughout the term of this Agreement, and for a minimum of six months following completion by Consultant and acceptance by LAFCO of all services under this Agreement, Consultant shall at its sole cost and non-reimbursable expense, keep in full force and effect (1) comprehensive general liability insurance, with a minimum combined single limit coverage of \$1,000,000 per occurrence for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence; (2) personal automobile liability insurance for owned, non-owned and hired automobiles, with a minimum combined single limit coverage of \$500,000 per occurrence; employer's liability insurance, with minimum coverage of \$100,000 per employee; and (3) professional liability insurance, with minimum coverage of \$1,000,000 per claim and \$1,000,000 aggregate. The comprehensive general liability insurance policy will be endorsed to include LAFCO and its officers and employees as additional insureds as to all services performed by Consultant under this Agreement. Said policies will constitute primary insurance as to LAFCO and its officers and employees, so that other insurance policies held by LAFCO or its self-insurance program(s) will not be required to contribute to any loss covered under Consultant's insurance policy or policies unless otherwise noted in this Agreement.
 - b. Workers' Compensation. Consultant shall provide workers' compensation insurance coverage for its employees at statutory limits.
 - c. Certificate of Insurance. Before commencing any services under this Agreement, Consultant shall provide LAFCO with certificates of insurance and copies of all applicable endorsements evidencing compliance with the above insurance requirements. If Consultant should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Agreement, then Consultant shall provide (a) current certificate(s) of insurance and copies of the amended endorsements.
 - d. Additional Insurance Provisions. The insurance policies provided by Consultant will include a provision requiring the insurer to provide thirty (30) days' written notice to LAFCO before cancellation or material change of the above specified coverage.

12. Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify, save, and hold harmless LAFCO and its governing body, officers, agents and employees (“Indemnitees”) from and against any and all demands, losses, claims, costs, suits, liabilities and expenses for any damage, sickness, death, or injury to person(s) or property (“Liability”) arising from or connected with the services provided hereunder to the extent that such Liability is caused, or claimed or alleged to be caused, by the negligence or willful misconduct of Consultant or its agents, servants, employees, subconsultants or any person under its direction or control. Consultant will reimburse LAFCO for any expenditures, including reasonable attorneys’ fees, LAFCO may make by reason of matters that are subject to this indemnification. If requested by LAFCO, Consultant will defend any such claims or litigation at the sole cost and expense of Consultant. Consultant’s obligations under this Section shall exist regardless of concurrent negligence or willful misconduct on the part of LAFCO or any other person; provided, however, that Consultant will not be required to indemnify LAFCO for the proportion of Liability a court determines is attributable to the negligence or willful misconduct of LAFCO, its governing body, officers, agents or employees. Consultant will not be required to indemnify LAFCO for the portion of liability a court determines is attributable to a third party.
13. Inspection. Consultant’s performance, place of business and records pertaining to this Agreement are subject to monitoring, inspection, review and audit by authorized representatives of LAFCO, the State of California and the United States Government.
14. Records. Consultant shall keep and make available for inspection and copying by authorized representatives of LAFCO the Consultant’s regular business records and such additional records pertaining to this Agreement as may be required by LAFCO. Consultant shall retain all documents (other than those the Consultant returns to LAFCO) pertaining to this Agreement for five years from the date of submission of Consultant’s final invoice, for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for the period of this Agreement. Upon request, Consultant shall make these records available to authorized representatives of LAFCO, the State of California, and the United States Government.
15. Reporting Requirements. Pursuant to Government Code section 7550, Consultant shall include in all documents or written reports completed and submitted to LAFCO in accordance with this Agreement, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report.
16. Copyrights and Rights in Data. Consultant shall not publish or transfer any materials produced or resulting from services provided under this Agreement without the express written consent of LAFCO. If any material is subject to copyright, LAFCO reserves the right to copyright, and Consultant agrees not to copyright, such material. If the material is copyrighted, LAFCO reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so. If any of the written materials prepared by Consultant pursuant to this Agreement are used or modified for use for any purpose unrelated to the proposed SOI expansions, such use or modification will be at the sole risk of the user.
17. Notices. All notices and other communications required or permitted hereunder to be effective will be in writing and will be deemed to have been duly given and received when delivered by hand, or if mailed, three (3) business days after deposit in the mail, with postage prepaid for registered or certified mail. Written notice to each party will be addressed to:

LAFCO:
Lou Ann Texeira, Executive Officer
Contra Costa LAFCO
651 Pine Street, 6th Floor
Martinez, CA 94553

CONSULTANT:
Bruce Baracco, Principal
Baracco and Associates
PO Box 1415
Sutter Creek, CA 95685

18. Termination.
 - a. Written Notice. This Agreement may be terminated by LAFCO, in its sole discretion, at any time upon written notice to Consultant, whether or not Consultant is then in default. If LAFCO is in default, Consultant may terminate this Agreement in its sole discretion upon 30-days advance written notice to LAFCO. This Agreement may be canceled immediately by written mutual consent. Upon any such termination or cancellation, Consultant shall, without delay, deliver to LAFCO all materials and records prepared or obtained in the performance of this Agreement.
 - b. Failure to Perform; Abandonment. LAFCO, upon written notice to Consultant, may immediately terminate this Agreement should Consultant cease to perform, fail to perform properly or abandon its obligations hereunder. In the event of such termination, Consultant shall, without delay, deliver to LAFCO all materials and records prepared or obtained in the performance of this Agreement, and LAFCO may proceed with the services described in the Service Plan in any reasonable manner it chooses. The cost to LAFCO of completing Consultant's performance will be deducted from any sum due Consultant under this Agreement, without prejudice to LAFCO's rights to recover damages.
19. Entire Agreement; Interpretation. This Agreement contains all the terms and conditions agreed upon by the Parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Agreement will be deemed to exist or to bind any of the Parties. It is further understood that Agreement has been arrived at through negotiations, and that within the meaning of Civil Code section 1654, neither Party is to be deemed to be the party which prepared this Agreement.
20. Amendments. This Agreement may be amended only by a written document executed by Consultant and LAFCO.
21. Choice of Law; Venue.
 - a. This Agreement is made in Contra Costa County and will be governed and construed in accordance with the laws of the State of California.
 - b. Any action relating to this Agreement will be instituted and prosecuted in the courts of Contra Costa County, State of California.
22. No Waiver by LAFCO. Inspections or approvals, or statements by any officer, agent or employee of LAFCO indicating Consultant's performance or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of said performance, or payments therefore, or any combination of these acts, will not relieve Consultant's obligation to fulfill this Agreement as prescribed; nor will LAFCO be thereby estopped from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Agreement.
23. No Third-Party Beneficiaries. Notwithstanding mutual recognition that services under this Agreement may provide some aid or assistance to third parties, it is not the intention of either LAFCO or Consultant that any such individuals occupy the position of intended third-party beneficiaries of the obligations assumed by either Party.

24. Authorization. Consultant, or the representative(s) signing this Agreement on behalf of Consultant, represents and warrants that it has full power and authority to enter into this Agreement and perform the obligations herein.

25. Signatures.

LAFCO

BARACCO and ASSOCIATES

By: _____
Executive Officer

By: _____
Print Name: _____
Print Title: _____

Approved as to Form:

By: _____
Sharon Anderson
Legal Counsel

By: _____
Print Name: _____
Print Title: _____

[Note: If Consultant is a corporation, two officers must sign. The first must be the chairman of the board, president or any vice president; the second must be the secretary, assistant secretary, chief financial officer or any assistant treasurer. (Corp. Code, § 313; Civ. Code, § 1190.) If Consultant is a limited liability company, Consultant shall sign in the manner required of corporations, or by two managers, or by one manager, pursuant to the articles of organization (see Corp. Code, §§ 17151, 17154, 17157.) If Consultant is a partnership, any authorized partner may sign. Signatures by Consultant must be notarized.]

EXHIBIT 1
SCOPE OF SERVICES
POLICE SERVICES
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 (i.e., special districts only) covered in the MSR. The MSR will address police 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:

CITIES AND TOWNS

Antioch	El Cerrito	Oakley	Richmond
Brentwood	Hercules	Orinda	San Pablo
Clayton	Lafayette	Pinole	San Ramon
Concord	Martinez	Pittsburg	Walnut Creek
Danville	Moraga	Pleasant Hill	

SPECIAL DISTRICTS:

County Service Area (CSA) P-2	CSA M-30
CSA P-5	Diablo Community Services District (CSD)
CSA P-6	Kensington Police Protection and CSD
CSA M-29	

In order to provide a comprehensive review of police services, Consultant will need to include and update information from a previously prepared Contra Costa LAFCO MSRs which contains information relating to police services. In addition to reviewing the subject public agencies, the scope of work may involve reviewing other public agencies and private service providers (e.g., BART, EBRPD, California Highway Patrol, college police, refinery/private, military, railroad, etc.) to the extent they relate to the overall provision of police services in Contra Costa County.

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 MSR/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 police services.

- In conjunction with LAFCO staff, Consultant will distribute the RFI and Supplemental Questionnaire, and work with each local agency to ensure 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.

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.
- 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 review period (typically 21 or 30 days).
- 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 5: 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 2
PROJECT TIMELINE
POLICE SERVICES
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	Late August 2010
Deliver to LAFCO Staff Draft Request for Information (RFI)/ Supplemental Questionnaire (SQ)	Mid September 2010
Distribute to Agencies RFI and SQ	Late September 2010
Receipt of data from all local agencies	Mid November 2010
Deliver Administrative Draft MSR to LAFCO Staff	Early January 2011
Present Administrative Draft MSR to Commission	February 2011
Prepare and release Public Review Draft MSR	Late February 2011
Present Final Draft MSR to LAFCO	April 2011
Deliver Final MSR to LAFCO	Late April 2011

EXHIBIT 3
PAYMENT

1. Payment Limit. Consultant shall complete the services under this Agreement for a fee not to exceed \$22,000 (the “Payment Limit”), which includes a \$2,000 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:
Bruce Baracco, Principal/Project Manager - \$95.00 per hour
Jennifer Stephensen, Project Analyst - \$65.00 per hour
Roger Neuman, Technical Advisor - \$75.00 per hour
 - 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	
Task 1a – Data Discovery Progress Report #1	\$ 2,500
Task 1b – Data Discovery Progress Report #2	\$ 1,000
Task 2 – Administrative Draft MSR	\$ 12,500
Task 3 – Public Review Draft MSR	\$ 2,500
Task 4 – Final Draft MSR	\$ 1,000
Task 5 – Final MSR	\$ 500
Total	\$20,000

Consultant shall present LAFCO with a final invoice upon completion of the project. The final invoice 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 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 \$2,000 contingency to be used, upon approval by LAFCO staff, for extra efforts necessary to extract information from recalcitrant agencies; extra meetings not specified in Exhibit 1; providing additional analysis not contemplated at the beginning of the contract; and unforeseen services and related contract expenses.
5. Liquidated Damages. Delivery of the first Administrative Draft MSR shall be in accordance with the respective project timeline and shall contain all information as detailed in the respective scope of service and acceptable to the LAFCO Executive Officer. If the 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 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 service, 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 \$2,000 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.

Statements of Qualifications

BRUCE C. BARACCO

Bruce Baracco will serve as Project Manager for the Law Enforcement Municipal Service Review and Sphere of Influence Update Project

Bruce Baracco has been directly involved in land use and environmental planning in the San Francisco Bay Area, the San Joaquin Valley, and the Central Sierra Region for the past thirty-six years. During that time, he has worked for a variety of small cities, suburban and rural counties, two Local Agency Formation Commissions, and consulting firms, specializing in land use analysis, project review, permit processing, and the preparation of environmental documents.

Education Mr. Baracco holds a Bachelor of Science degree in City and Regional Planning from California Polytechnic State University, San Luis Obispo, and a Master of Urban Planning degree from San Jose State University.

Experience Mr. Baracco has extensive Local Agency Formation Commission, planning, and environmental experience as follows:

- Nine years of direct experience as a public agency planner;
- Twelve years of direct experience as a LAFCo Executive Officer;
- Five years of direct experience in the preparation of environmental documents; and
- Fifteen years of direct experience as a small city planning consultant.

Mr. Baracco has prepared Municipal Service Reviews for the Cities of Antioch, Calistoga, Pittsburg and St. Helena, as well as MSR's for two cemetery districts in Napa County and seven reclamation districts in Contra Costa County. He is well versed in the Local Government Reorganization Act of 2000 and the statutory requirements necessary to prepare factual Municipal Service Reviews and Sphere of Influence Updates.

Affiliations American Planning Association (APA), Member
American Institute of Certified Planners (AICP), Member
California Association of Local Agency Formation Commissions (CALAFCO), Associate Member

* * * *

Statements of Qualifications

JENNIFER STEPHENSON

Jennifer Stephenson will serve as Project Analyst for the Law Enforcement Municipal Service Review Project

Jennifer Stephenson has been directly involved in public policy analysis, feasibility studies and statistical analysis in Southern California, the Sacramento Valley, the San Francisco Bay Area, and the Central Sierra Region for the past six years. During that time, she has worked for public agencies and private consulting firms, specializing in public services, infrastructure needs, fiscal modeling and economic development.

Education Ms. Stephenson holds a Bachelor of Science degree from the University of Iowa, and a Master of Public Policy degree from Pepperdine University.

Experience Ms. Stephenson has technical expertise in benchmarking, performance evaluation, municipal budgeting, survey design, and economic modeling. Her portfolio of accomplishments includes the following:

- Author of over 100 reports involving urban and rural local government agencies including public services, fire, water, and wastewater;
- Policy analysis with outreach for a variety of affected agencies and stakeholders;
- Assessed regional air quality, water quality and park needs in Southern California for the Southern California Association of Governments; and
- Analyzed job creation and developed a business retention strategy for the City of Beverly Hills.

Ms. Stephenson has been project manager and lead author for Municipal Service Reviews in Amador, Calaveras and Contra Costa Counties. In addition, she was a contributing author and analyst for MSR's in Yuba County and the City of Gridley. She has reviewed law enforcement chapters for MSR's in Yuba County, the City of Marysville, the City of Wheatland, and the City of Gridley.

Affiliations California Association of Local Agency Formation Commissions (CALAFCO), Associate Member

Statements of Qualifications

ROGER L. NEUMAN

Roger Neuman will serve as Technical Advisor for the Law Enforcement Municipal Service Review Project

Roger Neuman has been directly involved in law enforcement and public safety in the San Francisco Bay Area, the Central Coast, and the Western United States for the past thirty-nine years. During that time, he has worked for three cities and four consulting firms, serving at all levels of local law enforcement as well as involvement with public safety software systems.

Education Mr. Neuman has a degree in Police Administration from City College of San Francisco, holds all POST Certificates including Executive Development, and is an honors graduate from the FBI National Academy.

Experience Mr. Neuman has extensive law enforcement experience as follows:

- Three years as Police Officer for the City of Berkley;
- Eighteen years with the City of Fremont Police Department including Police Officer, Sergeant, Detective, Captain and one year as Interim Chief;
- Nine years as Chief of Police for the City of San Luis Obispo; and
- Nine years as a public safety consultant and marketing manager.

Mr. Neuman has direct experience in the administration and operation of local law enforcement agencies, including services, training, recruitment, policies and directives, and community relations. He is well versed in computer automated CAD, records, and management information systems.

Mr. Neuman has also provided needs assessment services to public safety agencies, and has assisted in the evaluation of both hardware and software solutions for these agencies.

* * * *