

LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY

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DATE: SEPTEMBER 8, 2015
FROM: KATHLEEN ROLLINGS-McDONALD, Executive Officer
TO: LOCAL AGENCY FORMATION COMMISSION



SUBJECT: AGENDA ITEM #6 – REVIEW AND APPROVE CONSULTANT
CONTRACT WITH ROBERT ALDRICH TO PROVIDE SUPPLEMENTAL
STAFF SUPPORT DURING FISCAL YEAR 2015-16

RECOMMENDATION:

Staff recommends that the Commission approve the proposed staffing contract and authorize the Executive Officer to sign.

BACKGROUND:

Over the last several weeks, LAFCO staff has identified a need to provide for supplemental staffing to address staff shortages due to medical leaves and because of the filing of at least three proposals to annex to the San Bernardino County Fire Protection District, the most complex being that of the City of San Bernardino (LAFCO 3197 – Sphere expansion and LAFCO 3198 Reorganization). Mr. Robert Aldrich, former Assistant Executive Officer with the Orange LAFCO, is available to provide that service, three days a week from September 21, 2015 through the close of the fiscal year.

Staff has prepared a contract to retain Mr. Aldrich, copy of which is attached to this report, for the period identified paid at \$75 per hour for a maximum of \$75,000 during the fiscal year. During the first quarter financial report, staff will apprise the Commission of the transfers to be approved to accommodate this unbudgeted expenditure.

Staff is recommending that the Commission make the determination to hire supplemental staffing by contract and to authorize the Executive Officer to sign the contract once signed by Mr. Aldrich and LAFCO Legal Counsel. Staff will be happy to answer any questions of the Commission prior to or at the hearing.

KRM

Attachments

Aldrich & Associates
1100 Linden Way
Brea, CA 92821

(714) 290-5163
aldrichandassociates@yahoo.com

BOB ALDRICH

- Over 30 years of professional experience in all facets of LAFCO responsibilities and land use planning.
- A proactive manager with extensive experience in managing complex projects through collaboration with other agencies and organizations to achieve mutual goals.
- Outstanding writing and communication skills.
- Proven expertise in successfully completing complex Municipal Service Reviews, annexations, reorganizations and incorporations through the LAFCO process.
- Extensive knowledge of land development laws and regulations, including: Cortese-Knox-Hertzberg Local Government Reorganization Act, CEQA, zoning, and General Plan.

SPECIFIC EXPERIENCE

November 2014 – Current

**San Mateo LAFCO
Redwood City, CA**

SAN MATEO COUNTY LAFCO MSR/SOI UPDATE

Sub-consultant to Project Resource Specialists (PRS) as Project Manager for preparation of a multi-agency Municipal Service Review and Sphere of Influence Update. Project includes a comprehensive operations/fiscal review of ten cities and special districts in North San Mateo County, including recommendations for alternative service providers/reorganizations and Sphere of Influence adjustments to improve long-term service provision of key municipal services.

January 2010 – Current

**Orange County LAFCO
Santa Ana, CA**

ORANGE COUNTY LAFCO PLANNING CONSULTANT

Under contract with Orange County LAFCO to provide project support and expertise, as needed, on complex incorporation, reorganization, Sphere of Influence and Municipal Service Review (MSR) issues. Currently providing staff support on a focused MSR addressing a potential takeover of local sewer service and facilities in north central Orange County by two competing special districts.

September 2013 – June 2014

**Contra Costa LAFCO
Martinez, CA**

CONTRA COSTA COUNTY LAFCO MSR/SOI UPDATE

Sub-consultant to GST Consulting as Project Manager for preparation of a water/wastewater Municipal Service Review and Sphere of Influence Update. Project included comprehensive operational and fiscal analyses of 29 agencies countywide (8 cities, 20 special districts and 1 private water company).

October 2011– April 2012

Los Angeles LAFCO
Pasadena, CA

CITY OF SANTA CLARITA MSR/SOI UPDATE

Sub-consultant to GST Consulting as Project Manager for preparation of a Municipal Service Review and Sphere of Influence Update for the City of Santa Clarita. Project included comprehensive analyses of seven proposed annexation areas and a significant SOI adjustment.

September 2002 – December 2009

Orange County LAFCO
Santa Ana, CA

LAFCO ASSISTANT EXECUTIVE OFFICER

Provided leadership, strategic direction and management of LAFCO staff and represented OC LAFCO to local, regional and state agencies. Project manager for the proposed Rossmoor incorporation and fiscal analysis which was completed on-time under an accelerated processing schedule. Successfully managed agency's key annexation and reorganization projects, including the MCAS El Toro annexation to the City of Irvine, the Newport Coast annexation to the City of Newport Beach, and East and West Santa Ana Heights reorganizations to the City of Newport Beach. Successfully led OC LAFCO's efforts to complete its first round of comprehensive Municipal Service Reviews.

2001 – 2002

Orange County LAFCO
Santa Ana, CA

SENIOR PROJECT MANAGER

Provided fiscal oversight of the agency through budget preparation and proactive monitoring. Supervised and trained staff. Conducted extensive outreach to member agencies (cities and special districts) and the public regarding LAFCO's responsibilities and mission. Spearheaded the development and implementation of LAFCO's small islands annexation program which resulted in the successful annexation of over 30 small islands which was recognized by CALAFCO as the most successful islands program statewide. Responsible for overseeing a team of consultants analyzing the fiscal impacts of small island annexations to both the County and the annexing cities. Co-managed the prototype Municipal Service Review for the Los Alamitos/Seal Beach/Rossmoor area which implemented a stakeholder driven process and served as a model for future OC LAFCO MSRs.

1995 – 2001

County of Orange Planning & Development Services
Santa Ana, CA

CHIEF, ADVANCE PLANNING

Maintained and updated the Orange County General Plan. Developed countywide socioeconomic projections used for transportation modeling and land use planning. Implemented the County's inclusionary affordable housing program. Served as County's liaison to the Santa Ana Heights Project Advisory Committee.

1990 – 1995

County of Orange Planning & Development Services
Santa Ana, CA

CHIEF, ELEMENT PLANNING

EDUCATION

- MPPA, Public Policy and Administration, California State University, Long Beach
- BA, Social Ecology (Emphasis – Urban Planning), University of California, Irvine

**AGREEMENT FOR SERVICES
BETWEEN
LOCAL AGENCY FORMATION COMMISSION
FOR SAN BERNARDINO COUNTY
AND
ROBERT ALDRICH**

This Agreement is made and entered into this _____ day of September, 2015 by and between the LOCAL AGENCY FORMATION COMMISSION FOR SAN BERANRDINO COUNTY (hereinafter referred to as "LAFCO"), organized and operating pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Government Code sections 56000, et seq. and Robert Aldrich. (hereinafter referred to as "Consultant").

RECITALS

A. LAFCO is a public agency of the State of California and is in need of professional consulting services to provide additional staffing due to influx of projects and staff absence (hereinafter referred to as "the Project").

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

C. The parties desire by this Agreement to establish the terms for LAFCO to retain Consultant to provide the services described herein.

AGREEMENT

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide LAFCO with the project management and staffing services as needed by the Commission during the processing of County Fire reorganizations and staff leave. Consultant shall provide on-site service for three days per week (Tuesday through Thursday).

2. Compensation.

a. The total amount paid for services rendered by Consultant pursuant to this contract shall not exceed the sum of seventy five thousand dollars (\$75,000.00) per fiscal year. The Consultant shall be paid at the rate of \$75.00 per hour for a maximum of 1,000 hours during the fiscal year. Periodic payments shall be made within 30 days of receipt of a statement for services rendered. Payments to Consultant for work performed will be made on a monthly billing basis. Additional work may be authorized, as described below, and if authorized, will be compensated at the rates and in the manner set forth in this Agreement.

- b. LAFCO shall reimburse costs advanced by Consultant on LAFCO's behalf, as well as other expenses, in addition to the amount billed for fees. These currently include, but are not limited to, actual expenses away from the LAFCO on San Bernardino LAFCO business, extraordinary photocopy charges and any costs of producing or reproducing photographs, documents and other things necessary for the preparation or presentation of LAFCO business. All costs will be itemized on LAFCO's monthly statement. LAFCO shall not pay reimburse mileage to Consultant in transit to the LAFCO office.

3. Additional Work

At any time during the term of this Agreement, LAFCO may request that Consultant perform Additional Work. As used herein, "Additional Work" means any work in excess of the work specified in paragraph 2(a) of this Agreement, which is determined by LAFCO to be necessary. Consultant shall not perform, nor be compensated for, Additional Work without written authorization from LAFCO's Executive Officer. LAFCO's Executive Officer may approve Additional Work not to exceed two thousand dollars (\$2,000.00) per fiscal year such that the total amount paid for services rendered by Consultant pursuant to this Agreement, including Additional Work, shall not exceed seven thousand dollars (\$77,000.00) per fiscal year.

4. Maintenance of Records.

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

5. Term and Time of Performance.

This Agreement shall remain in effect unless terminated upon sixty (60) days written notice from either party with or without cause.

6. Delays in Performance.

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

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

7. Compliance with Law.

- a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government.
- b. Consultant shall assist LAFCO in obtaining and maintaining all permits required of Consultant by Federal, State and local regulatory agencies.

8. Standard of Care.

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

9. Assignment and Subconsultant.

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

10. Independent Contractor.

Consultant is retained as an independent contractor and is not an employee of LAFCO. No employee or agent of Consultant shall become an employee of LAFCO. The work to be performed shall be in accordance with the work described in paragraph 2(a) above, subject to such directions and amendments from LAFCO as herein provided.

11. Integration.

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

12. Insurance.

a. Commercial General Liability

- (1) Consultant shall maintain occurrence version Commercial General Liability Insurance or equivalent form with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, for bodily injury, personal injury, and property damage. If such insurance contains a general

aggregate limit, it shall apply separately to this Agreement or be no less than twice the occurrence limit.

- (2) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by LAFCO.

b. Automobile Liability

- (1) At all times during the performance of the work under this Agreement the Consultant shall ensure that all vehicles used to provide the services hereunder, whether Consultant-owned or owned by Consultant's employees, are covered by Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to LAFCO.

- (2) Coverage for Automobile Liability Insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 (ed. 6/92) covering automobile liability, Code 1 (any auto).

- (3) The automobile liability program may utilize deductibles, but not a self-insured retention, subject to written approval by LAFCO.

c. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with LAFCO evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein.

Such evidence shall include original copies of the ISO CG 2010 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (ACORD Form 25-S or equivalent). All evidence of insurance shall be signed by a properly authorized officer, agent or qualified representative of the insurer and shall certify the names of the insured, any additional primary insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

d. Policy Provisions Required

- (1) All policies shall contain a provision for 30 days advance written notice by the insurer(s) to LAFCO of any cancellation. Statements that the carrier "will endeavor" and "that failure to mail such notice shall impose no obligation and liability upon the company, its agents or representatives," will not be acceptable on certificates.

- (2) All policies shall contain a provision stating that the Consultant's policies are primary insurance and that the insurance of LAFCO or any Additional Insured shall not be called upon to contribute to any loss.

e. Additional Insurance Provisions

- (1) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by LAFCO, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.
- (2) If at any time during the life of the Agreement, the Consultant fails to maintain in full force any insurance required by the Agreement documents LAFCO may terminate the Agreement.
- (3) The Consultant shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.
- (4) LAFCO may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.
- (5) Neither LAFCO nor the Commission, nor any member of the Commission, nor any of the directors, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

13. Indemnification.

Consultant agrees to protect, save, defend and hold harmless LAFCO and its Commission and each member of the Commission, officers, agents and employees from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of or in any way connected with the negligent acts, errors or omissions or willful misconduct by Consultant, Consultant's agents, officers, employees, subconsultants, or independent consultants hired by Consultant under this Agreement. The only exception to Consultant's responsibility to protect, save, defend and hold harmless LAFCO, is due to the sole negligence, willful misconduct or active negligence of LAFCO. This hold harmless Agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification, etc. to be provided by Consultant.

14. Laws, Venue, and Attorneys' Fees.

This Agreement shall be interpreted in accordance with the laws of the State

of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Bernardino, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, as determined by the court.

15. Termination or Abandonment.

- a. LAFCO has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, LAFCO shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. LAFCO shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by LAFCO and Consultant of the portion of such task completed but not paid prior to said termination. LAFCO shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.
- b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to LAFCO only in the event of substantial failure by LAFCO to perform in accordance with the terms of this Agreement through no fault of Consultant.

16. Notice.

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

LAFCO:
215 North D Street, Suite 204
San Bernardino, CA
92415-0490
ATTN: Executive Officer

CONSULTANT:
Bob Aldrich
1100 Linden Way
Brea, CA 92821
714-257-0368

and shall be effective upon receipt thereof.

17. Third Party Rights.

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

18. Severability.

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

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

**LOCAL AGENCY FORMATION
COMMISSION FOR SAN
BERNARDINO COUNTY**

**ROBERT ALDRICH
CONSULTANT**

BY: _____
KATHLEEN ROLLINGS-McDONALD
Executive Officer

BY: _____
ROBERT ALDRICH

Approved as to form:

General Counsel
Local Agency Formation
Commission for San Bernardino
County