



**Local Agency
Formation Commission
of Santa Clara County**
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SantaClaraLAFCO.org

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Executive Officer
Neelima Palacherla

REQUEST FOR PROPOSALS

COMPREHENSIVE ORGANIZATIONAL ASSESSMENT

I. Objective

The Local Agency Formation Commission (LAFCO) of Santa Clara County is seeking proposals from professional service firms to perform a comprehensive organizational review and assessment of LAFCO including its organizational structure, staffing levels, job specifications, compensation, and operational structure. The assessment and its recommendations will support performance management, employee development and succession planning efforts in order to ensure consistency, continuity and reliability in the services that LAFCO provides to affected agencies and the community; and in order to enhance operations to meet LAFCO’s current and future needs that are in alignment with its goals.

II. Background

Santa Clara LAFCO is an independent local agency created by the State Legislature to encourage orderly growth and development of local agencies. LAFCO’s mission is to promote sustainable growth and good governance in Santa Clara County by preserving agricultural and open space lands, preventing urban sprawl, encouraging efficient delivery of services, promoting accountability and transparency of local agencies, and exploring and facilitating regional opportunities for fiscal sustainability.

Santa Clara LAFCO has a professional staff currently composed of four employees. The current team includes an Executive Officer, two Analysts and a Clerk. Santa Clara LAFCO contracts with the County of Santa Clara for staffing and services. LAFCO staff are County employees and are represented by County bargaining units - County Employees’ Management Association (CEMA) and Service Employees International Union (SEIU) Local 521. The County currently has three job classifications for LAFCO: LAFCO Executive Officer, LAFCO Analyst, and LAFCO Office Specialist.

At its June 5, 2019 meeting, the Commission reviewed various concerns regarding LAFCO’s organizational structure, and authorized staff to work with the Finance Committee in order to issue a Request for Proposals for an independent professional services firm to conduct a comprehensive organizational assessment.

The June 2019 LAFCO staff report provides more detailed background on the need for the comprehensive organizational assessment of LAFCO. A link to the June 2019 LAFCO staff report is available under the “Reference Information” section of this RFP.

III. Scope of Services

The consultant shall perform a comprehensive organizational review and assessment of LAFCO including its organizational structure, staffing levels, job specifications, compensation, and operational structure. The assessment and its recommendations will support performance management, employee development and succession planning efforts – to ensure consistency, continuity and reliability in the services that LAFCO provides to affected agencies and the community; and help enhance operations to meet LAFCO’s current and future needs that are in alignment with its goals.

The consultant will collect the necessary data through research, surveys, interviews, benchmarking, and other best practices; analyze that data using appropriate methods, tools, and techniques; and issue a report with findings and recommendations for the Finance Committee’s review and consideration and for the Commission’s final consideration, including any organizational and structural vulnerabilities and recommendations on how LAFCO and the County can better address those vulnerabilities.

IV. Key Steps

Key steps in the study will include the following:

- Consultant will participate in a kick-off meeting to review Scope of Services and schedule.
- Consultant will collect the necessary data through research, surveys, interviews, benchmarking, and other best practices; analyze that data using appropriate methods, tools, and techniques.
- Consultant will prepare a Draft Report of their analysis and findings and present to the Finance Committee for their review and consideration.
- Consultant will prepare a Final Report and present it to the Commission at the February 5, 2020 LAFCO meeting.

V. Budget

A final budget amount for this project will be negotiated with the firm selected for the work prior to reaching agreement. The anticipated project cost of the proposal should not exceed \$25,000.

VI. Schedule

It is anticipated that the firm will start work in October 2019; and the Final Report will be ready for presentation to the Commission at its meeting in early February 2020. The final schedule for this project will be negotiated with the firm selected for the work prior to reaching an agreement.

VII. Proposal Requirements

Response to this RFP must include all the following:

1. Cover Letter signed by the individual authorized to negotiate and execute agreement.

2. Expertise and Personnel. Description of the firm's history as well as the competencies and resumes of the principal and all professionals who will be involved in the work. Description of the firm's level of expertise in conducting organizational assessments for public agencies, and in the following areas:
 - a. Operations, structure, staffing, procedures and other issues critical to the effective operation of smaller size public agencies and organizations;
 - b. Personnel and human resource best practices;
 - c. Management and supervisory best practices;
 - d. Application of analytical and quantitative tools and models needed to undertake the work required under this RFP; and
 - e. Helping small size public agencies and organizations successfully implement recommendations that result in organizational improvements.
3. Project Personnel. Identification of the lead professional responsible for the project and identification of the professional(s) who will be performing the day-to-day work.
4. References. A statement of related experience accomplished in the last five years and references for each such project, including the client name, title, and telephone number of the primary contact person.
5. Work Plan and Schedule. A statement regarding the anticipated approach for this project, explicitly identifying the major tasks and subtasks associated with the completion of the guidance provided in the Draft Scope of Services; an overall project schedule, and estimated hours for each task.
6. Information about the availability of all professionals who will be involved in the work, including any associate consultants.
7. The anticipated project cost, including:
 - a. A not-to-exceed total budget amount.
 - b. The cost for each major sub-task identified in the draft Scope of Services.
 - c. The hourly rates for each person who will be involved in the work, including the rates of any associate consultants.
 - d. The cost of any expenses in addition to professional staff hourly rates.
8. Comments about the draft services agreement (Attachment 1) specifically including the ability of the firm to meet the insurance requirements and other provisions.

VIII. Submission Requirements

DUE DATE AND TIME: Friday, September 6, 2019 before 5:00 PM. Proposals received after this time and date will not be considered.

DELIVER TO: Proposals should be submitted electronically via email to LAFCO@CEO.SCCGOV.ORG and to Lakshmi.rajagopalan@ceo.sccgov.org

Please call the LAFCO office at (408) 993-4709 to confirm delivery.

IX. Evaluation Criteria and Selection Process

Firms will be selected for further consideration and follow-up interviews based on the following criteria:

- Completeness of the submittal and responses
- Relevant work experience
- Overall project approaches identified
- Proposed project budget

The Finance Committee will interview applicants; perform reference checks; select and negotiate a services agreement including a budget, schedule, and Scope of Services statement with the most qualified firm; and forward its recommendation on the most qualified firm to the full commission for its consideration and approval of the services agreement.

Applicant interviews will be held during the week of September 16, 2019. The Commission will consider and approve the contract at its October 2, 2019 LAFCO Meeting.

LAFCO reserves the right to reject any or all proposals, to issue addenda to the RFP, to modify the RFP or to cancel the RFP.

X. LAFCO Contact

Neelima Palacherla, Executive Officer
LAFCO of Santa Clara County
Voice: (408) 993-4713
Email: neelima.palacherla@ceo.sccgov.org

XI. Attachment

1. Draft Professional Service Agreement and Insurance Requirements

XII. Reference Information

Please refer to the LAFCO website (www.santaclaralafco.org) for general information about LAFCO of Santa Clara County and the following link for further information on this issue:

1. Relevant LAFCO Staff Report
https://www.santaclaralafco.org/images/resumes/agenda_packet/06June12019_Agenda.pdf.pdf (see Item #6)

**SERVICES AGREEMENT BETWEEN THE LOCAL AGENCY FORMATION
COMMISSION OF SANTA CLARA COUNTY AND _____
TO PERFORM A COMPREHENSIVE ORGANIZATIONAL ASSESSMENT OF LAFCO**

This Agreement (“Agreement”) is made effective _____, by and between the Local Agency Formation Commission of Santa Clara County (“LAFCO”) and _____ (“Contractor”) to provide consulting services to perform a comprehensive organizational assessment of LAFCO including its organizational structure, staffing levels, job specifications, compensation, and operational structure.

WHEREAS, pursuant to the Cortese-Knox-Hertzberg Act, Government Code section 56000 et seq., LAFCO is an independent body; and

WHEREAS, LAFCO needs assistance with conducting a comprehensive organizational review and assessment of LAFCO; and

WHEREAS, Contractor has experience and expertise necessary to provide such services; and

WHEREAS, at the _____ meeting of LAFCO, the Commission approved the agreement with the most qualified consultant and authorized the Chairperson to execute the agreement;

THEREFORE, the parties agree as follows:

1. Nature of Services.

Contractor will provide to LAFCO the services described in Exhibit A, Scope of Services, which is attached hereto and incorporated herein by this reference. Contractor shall perform the services in accordance with the project timeline as described in Exhibit A2, which is attached hereto and incorporated herein by this reference.

2. Term of Agreement.

This Agreement is effective from the date of final execution, to and including June 30, 2020, unless terminated earlier in accordance with Section 4.

3. Compensation.

A. Contractor will be compensated for services provided under this Agreement in accordance with the Rate Schedule included in Exhibit A3, which is attached hereto and incorporated herein by this reference. Contractor will complete all the work and tasks described in Exhibit A for an amount not to exceed _____. The Contractor shall be paid based on the rate schedule indicated in Exhibit A3, but compensation and expenses shall not exceed the maximum compensation stated herein.

B. Contractor will provide LAFCO with task-specific invoices based on estimated costs in Contractor's proposal, which shall be accompanied by a detailed summary of activities undertaken over the course of completing the task.

C. Delivery of the work products identified in Exhibit A shall be in accordance with the project timeline provided in Exhibit A2, which has been negotiated between the parties prior to the effective date of this Agreement, or as otherwise determined by mutual written agreement of the parties. If the reports are not delivered according to such timeline in Exhibit A2 or as otherwise mutually agreed or if they do not comply with the requirements in the Scope of Services, it is understood, acknowledged and agreed that LAFCO will suffer damage. As fixed and liquidated damages, LAFCO shall withhold from Contractor the payment of the sum of \$200 per calendar day for each and every calendar day of delay beyond the date that such reports are due in accordance with Exhibit A2, or as otherwise mutually agreed. For purposes of this section, the total cost for each of the tasks shall be consistent with the rate schedule in Exhibit A3.

4. Termination.

A. Termination Without Cause. Either party may terminate this Agreement without cause by giving the other party thirty (30) days written notice.

B. Termination for Cause. LAFCO may terminate this Agreement for cause upon written notice to Contractor. For purposes of this Agreement, cause includes, but is not limited to, any of the following: (1) material breach of this Agreement by Contractor, (b) violation by Contractor of any applicable laws, (c) assignment by Contractor of this Agreement without the written consent of LAFCO pursuant to Section 13, or (d) failure to provide services in a satisfactory manner. Such notice shall specify the reason for termination and shall indicate the effective date of such termination.

C. In the event of termination, Contractor will deliver to LAFCO copies of all reports and other work performed by Contractor under this Agreement whether complete or incomplete, and upon receipt thereof, Contractor will be compensated based on the completion of services provided, as solely and reasonably determined by LAFCO.

5. Project Managers; Substitution

A. Contractor designates _____ as the Contractor's Project Manager for the purpose of performing the services under this Agreement. _____ will serve as day-to-day contact for LAFCO and work directly with staff and/or the LAFCO Finance Committee.

B. LAFCO designates the LAFCO Executive Officer as its Project Manager for the purpose of managing the services performed under this Agreement.

C. Contractor may not substitute anyone other than _____ to serve as

Project Manager without the written permission of the LAFCO Executive Officer or her authorized representative. Any such substitution shall be with a person or firm of commensurate experience and knowledge necessary for the tasks to be undertaken.

6. Conflicts of Interest.

In accepting this Agreement, Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services.

Contractor further covenants that, in the performance of this Agreement, it will not employ any contractor or person having such an interest.

7. Indemnification/Insurance.

Contractor's indemnification and insurance obligations with respect to this Agreement are set forth in Exhibit B, attached hereto and incorporated herein by this reference.

8. Compliance with all Laws.

Contractor shall, during the term of this contract, comply with all applicable federal, state, and local rules, regulations, and laws.

9. Maintenance of Records.

Contractor shall maintain financial records adequate to show that LAFCO funds paid under the contract were used for purposes consistent with the terms of the contract. These records shall be maintained during the term of this contract and for a period of three (3) years from termination of this contract or until all claims, if any, have been resolved, whichever period is longer, or longer if otherwise required under other provisions of this contract.

10. Nondiscrimination.

Contractor will comply with all applicable Federal, State, and local laws and regulations including Santa Clara County's equal opportunity requirements. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101 and 1102. Contractor will not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor will Contractor discriminate in provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual

orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

11. Notices.

All notices required by this Agreement will be deemed given when in writing and delivered personally or deposited in the United States mail, postage prepaid, return receipt requested, addressed to the other party at the address set forth below or at such other address as the party may designate in writing in accordance with this section:

To Contractor: _____

To LAFCO: LAFCO Executive Officer
777 North First Street, Suite 410
San Jose, CA 95112

12. Governing Law.

This Agreement has been executed and delivered in, and will be construed and enforced in accordance with, the laws of the State of California. Venue shall be in Santa Clara County.

13. Assignment.

Contractor has been selected to perform services under this Agreement based upon the qualifications and experience of Contractor’s personnel. Contractor may not assign this Agreement or the rights and obligations hereunder without the specific written consent of LAFCO. Any attempted assignment or subcontract without prior written consent will be null and void and will be cause, in LAFCO’s sole and absolute discretion, for immediate termination of the Agreement.

14. Relationships of Parties; Independent Contractor.

Contractor will perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of LAFCO. None of the provisions of this Agreement is intended to create, nor shall be deemed or construed to create, any relationship between the parties other than that of independent parties contracting with each other for purpose of effecting the provisions of this Agreement. The parties are not, and will not be construed to be in a relationship of joint venture, partnership or employer-employee. Neither party has the authority to make any statements, representations or commitments of any kind on behalf of the other party, or to use the name of the other party in any publications or advertisements, except with the written consent of the other party or as is explicitly provided herein. Contractor will be solely responsible for the acts and

omissions of its officers, agents, employees, contractors, and subcontractors, if any.

15. Entire Agreement.

This document represents the entire Agreement between the parties with respect to the subject matter hereof. All prior negotiations and written and/or oral agreements between the parties with respect to the subject matter of this Agreement are merged into this Agreement.

16. Amendments.

This Agreement may be amended only by an instrument signed by the parties.

17. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

18. Severability.

If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

19. Waiver.

No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party must be in writing, and shall apply to the specific instance expressly stated.

20. Ownership of Materials and Confidentiality.

A. Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for LAFCO to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). Contractor shall require all sub consultants to agree in writing that LAFCO is granted a non-exclusive and perpetual license for any Documents & Data the sub consultant prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Contractor or provided to Contractor by LAFCO. LAFCO shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use

not within the purposes intended by this Agreement shall be at LAFCO's sole risk.

B. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of Contractor, be used by Contractor for any purposes other than the performance of the Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Agreement. Nothing furnished to Contractor which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use LAFCO's name or insignia, photographs of the Services, or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of LAFCO.

C. Confidential Information. LAFCO shall refrain from releasing Contractor's proprietary information ("Proprietary Information") unless LAFCO's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case LAFCO shall notify Contractor of its intention to release Proprietary Information. Contractor shall have five (5) working days after receipt of the Release Notice to give LAFCO written notice of Contractor's objection to LAFCO's release of Proprietary Information. Contractor shall indemnify, defend and hold harmless LAFCO, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. LAFCO shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Contractor fails to fully indemnify, defend (with LAFCO's choice of legal counsel), and hold LAFCO harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that LAFCO release such information.

IN WITNESS WHEREOF, LAFCO and Contractor have executed this Agreement as follows:

LAFCO

Contractor

Susan Vicklund Wilson
LAFCO Chairperson

Date: _____

Date: _____

APPROVED AS TO FORM:

Malathy Subramanian, LAFCO Counsel

Exhibits to this Agreement:

Exhibit A - Scope of Services

Exhibit A2 - Project Timeline

Exhibit A3 - Rate Schedule

Exhibit B - Indemnification and Insurance

**INSURANCE REQUIREMENTS FOR STANDARD SERVICE CONTRACTS
BETWEEN \$10,001 AND \$50,000**

Indemnity

During the term of this contract, the Contractor shall indemnify, defend, and hold harmless the Local Agency Formation Commission of Santa Clara County (hereinafter "LAFCO"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by LAFCO. It is the intent of the parties to this Agreement to provide the broadest possible coverage for LAFCO. The Contractor shall reimburse LAFCO for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the LAFCO under this Agreement.

Insurance

Without limiting the Contractor's indemnification of LAFCO, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the LAFCO Executive Officer, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by LAFCO Executive Officer. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policyholder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the LAFCO Executive Officer.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the LAFCO Executive Officer.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
 - a. Each occurrence - \$500,000
 - b. General aggregate - \$500,000
 - c. Products/Completed Operations aggregate - \$500,000
 - d. Personal Injury - \$500,000

2. General liability coverage shall include:
 - a. Premises and Operations
 - b. Products/Completed
 - c. Personal Injury liability
 - d. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

“LAFCO, members of LAFCO, employees of LAFCO, County of Santa Clara, members of the Board of Supervisors of the County of Santa Clara, and the officers and employees of the County of Santa Clara; individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by LAFCO, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one hundred thousand dollars (\$100,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.
5. Workers' Compensation and Employer's Liability Insurance
 - a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
 - b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the LAFCO Executive Officer or insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. LAFCO acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by LAFCO upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.

4. LAFCO reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.