



ALAMEDA COUNTY COMMUNITY DEVELOPMENT AGENCY

Chris Bazar
Agency Director

Agenda Item _____ December 17, 2019

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December 3, 2019

Honorable Board of Supervisors
Administration Building
1221 Oak Street, Suite 536
Oakland, California 94612

Dear Board Members:

SUBJECT: **APPROVE A MEMORANDUM OF UNDERSTANDING BETWEEN THE ALAMEDA COUNTY LOCAL AGENCY FORMATION COMMISSION AND THE ALAMEDA COUNTY COMMUNITY DEVELOPMENT AGENCY FOR INTERIM ADMINISTRATIVE OFFICE SPACE LOCATED AT 224 WEST WINTON AVENUE, SUITE 110, HAYWARD**

RECOMMENDATION:

- A. Approve a Memorandum of Understanding (MOU) between the Alameda County Local Agency Formation Commission (LAFCo) and the Alameda County Community Development Agency (CDA) for LAFCo to utilize interim administrative office space located at 224 West Winton Avenue, Suite 110, Hayward, effective 1/1/20 until an agreement for long-term space is executed, in the amount of \$2,667 per month; and
- B. Authorize the Director of the Community Development Agency, or his designee, to execute all necessary documentation, upon review and approval of County Counsel, and submit an executed copy of the MOU to the Clerk of the Board for filing.

DISCUSSION/SUMMARY:

The Alameda Local Agency Formation Commission (LAFCo) has been leasing its administrative office space at 1221 Oak Street, Oakland from the County Administrator's Office (CAO) since 2001. Alameda LAFCo currently uses approximately 430 square feet of space within the County Administrator's Office, including public conference rooms and storage spaces. As a public-facing entity, a separate office space could increase LAFCo's accessibility and branding among the public while continuing to carry out its regulatory and planning responsibilities. Separate office space could also accommodate additional workstations, additional storage, and public workshops, as well as fostering a more collaborative work environment among staff to implement LAFCo's duties.

The Lessor, the Alameda County Community Development Agency (CDA), has agreed to sublease the offices, located in 224 West Winton Avenue, Suite 110, Hayward. The offices are currently vacant and will be used by LAFCo as their interim office space until they execute an agreement for long-term space.

Both County Counsel and LAFCo Counsel reviewed the proposed Memorandum of Understanding. LAFCo is scheduled to formally approve the Memorandum of Understanding at its December 16, 2019 Commission meeting.

FINANCING:

No additional funds in CDA's approved FY 2019/2020 Budget are required for this action. There is no additional Net County Cost as a result of this action.

VISION 2026:

The MOU for interim administrative office space for LAFCo in CDA vacant office space will allow for optimizing existing infrastructure and meets the 10X goal pathway of **Accessible Infrastructure** in support of our shared vision of **Safe and Livable Communities**.

Very truly yours,



Chris Bazar, Director
Community Development Agency

cc: Susan S. Muranishi, County Administrator
Donna R. Ziegler, County Counsel
Melissa Wilk, Auditor-Controller
Melanie Atendido, County Administrator's Office
Heather M. Littlejohn, Office of the County Counsel
Rachel Jones, Executive Director, LAFCO
Sandra Rivera, Community Development Agency

MEMORANDUM OF UNDERSTANDING

SPACE-USE FOR ALAMEDA LOCAL AGENCY FORMATION COMMISSION

This Agreement (“Agreement”) is entered into by and between the Alameda County Local Agency Formation Commission (“LAFCo”) and the Alameda County Community Development Agency (“CDA”) (collectively, “the Parties”), and shall be effective upon the latest date of execution below (“Effective Date”).

WHEREAS, pursuant to Government Code section 56380, LAFCo and the County of Alameda (“County”) entered into a Memorandum of Understanding (“MOU”) on or about June 18, 2019 through which the County agreed to supply LAFCo with necessary quarters, equipment, supplies and personnel; and,

WHEREAS, the MOU provides that the County shall provide LAFCo with office space separate from County agencies or departments; and

WHEREAS, the MOU further provides that the County and LAFCo have identified interim space in Suite 110 at the County’s office building located at 224 West Winton Avenue in Hayward (“the Winton Building”) (“the Interim Space”) and authorizes County’s CDA to enter into a memorandum of understanding with LAFCo regarding the location and size of the Interim Space and related charges for LAFCo’s occupancy of the Interim Space; and,

WHEREAS, the MOU authorizes LAFCo and County’s General Services Agency (“GSA”) to enter into a license agreement regarding long-term office space located in Suite 164 of the Winton Building (“the Long-Term Space”) that the County and LAFCo mutually recognize will require tenant fit up and is not presently suitable for LAFCo’s occupancy;

NOW, THEREFORE, it is hereby agreed as follows:

1. Controlling Agreement: Except as otherwise provided herein, all defined terms in the MOU shall apply to this Agreement. If any conflict exists between this Agreement and the MOU, the MOU shall control. This Agreement may not be construed in a way that contradicts the terms of the MOU.
2. Commencement Date: The Commencement Date shall be January 1, 2020, at which time the Interim Space shall otherwise be ready for occupancy. LAFCo may elect to occupy the Interim Space in advance of all furniture and equipment being delivered and/or installed, in which case the Commencement Date shall be that earlier date of occupancy. LAFCo shall not be compelled to take occupancy in advance of January 1, 2020.
3. Term: This Agreement shall remain in effect from the Commencement Date until the earlier of termination of the MOU or execution of a license agreement for the Long-Term Space.
4. Interim Space: The Interim Space consists of Suite 110 at the Winton Building, which constitutes approximately 589 square feet of office space and 1,037 square feet of common areas. LAFCo shall have the exclusive right to use the Interim Space for its administrative office, subject to the County’s superior right of ownership. LAFCo shall also have the right to use the common areas of the Winton Building along with other County agencies and departments, third party Winton Building occupants and the general public. CDA shall use best efforts to limit its use of the

Interim Space to repair and maintenance, and shall do so after providing reasonable advance notice when possible. LAFCo shall have access to the Interim Space twenty-four (24) hours a day, seven (7) days a week, subject to the County's and CDA's rules and restrictions and the terms of this Agreement.

5. Use Fee: During the Term, in consideration for its use of the Interim Space, LAFCo shall pay CDA in arrears on the 10th day of each month a Use Fee in an amount of \$2,667 (\$32k/annum) per month. If the Commencement Date is other than the first of the month, the Use Fee shall be appropriately prorated. The amount of the Use Fee shall be calculated in the same manner as is the Use Fee charged (actual charges) to County agencies and departments in the Winton Building. The Use Fee shall include costs associated with LAFCo's use of the Interim Space, including building services, as described below in paragraph 7. CDA may adjust the Use Fee on an annual basis to reflect increases in County and CDA costs directly and indirectly attributable to the Interim Space and LAFCo's use of the Interim Space. CDA shall provide an annual notice to LAFCo of an increase in the Use Fee reasonably in advance of any increase.
6. Parking: Parking will be made available to LAFCo staff on the same basis that it is to CDA employees: by enrolling in payroll deduction. It can take up to two pay periods to receive the parking permit issued by the General Services Agency (GSA). Until it is received, LAFCo staff can pay for meters in the front or the rear of the building. Parking for LAFCo guests is available in the metered parking areas.
7. Services: CDA shall provide LAFCo the following usual and typical building services: HVAC, electricity, gas, janitorial, waste removal, water, and repair and maintenance of the Interim Space to the standard as of the Commencement Date. CDA shall also provide building security and maintain, repair and operate the sewer, elevator, toilets and common areas of the Winton Building, access to meeting and conference rooms, as well as to kitchen and toilet facilities. Conference meeting rooms are available by reservation and the reservation manager may, from time to time, cancel any reservation if an unexpected or greater need of CDA requires it. In the event a reservation is cancelled, as much advance notice as allowed by circumstances will be given. Services shall be provided on the same terms, to the same standard as for other occupants of the Winton Building. The costs for these services shall be included in the User Fee.
8. Furniture and Equipment: The Interim Space shall be furnished with such furniture and equipment (listed below) as reasonably required by LAFCo and agreed to by CDA ("Initial Furniture and Equipment"). The cost of providing the Initial Furniture and Equipment is included within the Use Fee. The parties agree that LAFCo will use existing CDA or County surplus furniture or equipment or procure new furniture or equipment through the County's purchasing agent. If LAFCo acquires furniture or equipment in addition to the Initial Furniture and Equipment, LAFCo shall pay CDA the actual cost that would be charged for the furniture or equipment to County agencies or departments. All furniture and equipment supplied by or purchased by CDA for LAFCo's use in the Interim Space shall remain the property of the County; however, to the extent it is not affixed in or to the Interim Space, CDA shall not prohibit LAFCo from relocating any furniture or equipment purchased by County with LAFCo funds to the Long-Term Space.
 - a. Interim office space furniture and equipment:
 - i. Small size wood round table (1)
 - ii. Medium size wood rectangular conference table (1)
 - iii. Large wood rectangular conference table (1)

- iv. Leather rolling office chairs (6)
- v. Cloth office chairs (3)
- vi. Rolling office desk chair (1)
- vii. Compartment filing wood cabinets (all with keys) (6)
- viii. Medium size u-shape wood desk (1)
- ix. Large size u-shape wood desk with hutch (1)
- x. Medium size wood bookshelf with 3 compartments (1)
- xi. Large size wood bookshelf with 4 compartments (1)
- xii. Wood console table with 2 small and 1 large compartment (1)
- xiii. Extension cord (1)
- xiv. Small size trash bins (2)
- xv. Small size recycle bin (1)
- xvi. Office desk telephones (2)

9. Telecommunications: CDA shall supply the Interim Space with building standard network connections for telephone, internet, network and facsimile and the actual costs of such services shall be included in the Use Fee.
10. Long-Term Space: The Parties have identified Suite 164 at the Winton Building as long-term space for LAFCo's use and occupancy. CDA understands that it is the County and LAFCo's mutual intention to make ready the Long-Term Space and execute a license agreement to permit LAFCo to relocate to the Long-Term Space as soon as may be reasonably possible.
11. Liability: The liability, defense, indemnity and insurance provisions of the MOU shall extend to the Agreement.
12. Notices: Notices for purpose of this Agreement shall be sent in accordance with paragraph 13 of the MOU.
13. Signage: CDA shall include LAFCo in the Winton Building directory and permit LAFCo to place signage on the entrance to the Interim Space, subject to CDA's reasonable prior written approval of the content, location, and duration of posting of such signage LAFCo shall pay for the actual cost of the signage.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates appearing below their respective signatures, each signatory being duly authorized.

ALAMEDA LOCAL AGENCY FORMATION
COMMISSION:

ALAMEDA COUNTY COMMUNITY
DEVELOPMENT AGENCY:

By: _____
Rachel Jones
Executive Officer

By: _____
Chris Bazar
Director

Date _____

Date _____

Approved as to Form

By _____
Andrew J. Massey
LAFCo Legal Counsel

Approved as to Form
DONNA R. ZIEGLER
County Counsel

By _____
Andrea L. Weddle
Chief Assistant County Counsel