



LAFCO

Alameda Local Agency Formation Commission

NOTICE OF REGULAR MEETING AND AGENDA

ALAMEDA LOCAL AGENCY FORMATION COMMISSION

THURSDAY, MARCH 9, 2023

2:00 P.M.

DUBLIN SAN RAMON SERVICES DISTRICT

Sblend Sblendorio, Chair — Nate Miley — David Haubert — Melissa Hernandez — Karla Brown — Ralph Johnson
John Marchand, Alternate — Georgan Vonheeder-Leopold, Alternate

The public may attend this meeting in person at the following location: Dublin San Ramon Services District
7051 Dublin Boulevard, Dublin, California 94568

If you need assistance before the meeting, please contact Executive Officer, Rachel Jones at:
rachel.jones@acgov.org

1. **2:00 P.M. – Call to Order**
2. **Public Comment:** Anyone from the audience may address the Commission on any matter not listed on the agenda and within the jurisdiction of Alameda LAFCO. The Commission cannot act upon matters not appearing on the agenda. *Speakers are limited to three (3) minutes.*
3. **Consent Items:**
 - a. Approval of Meeting Minutes: January 12, 2023 Regular Meeting
 - b. Proposed Contract Amendment with ACRC
 - c. Quarterly Budget Report for FY 2022-2023
4. **Draft Operating Budget and Workplan for FY 2023-2024 – (Public Hearing)**

The Alameda Local Agency Formation Commission (LAFCO) will consider adopting a draft budget and workplan for fiscal year 2023-2024 in anticipation of taking final action at its next regular meeting. Proposed budget expenses total \$784,740, representing an increase of \$38,312 or 5.1% from the current fiscal year. The increase is marked by expenses for professional services in the Service and Supplies Unit for additional LAFCO studies, and a rise in membership and travel costs.

LAFCO Staff Recommendation: Adopt the resolution, circulate the proposed budget for review and comment, and direct staff to return with a final budget as part of a noticed hearing at the next regular meeting.

- 5. Review of Draft Scope of Analysis | Agricultural Land Use Designation Project – (Business)**
The Alameda Local Agency Formation Commission (LAFCO) will receive a draft scope of analysis to guide a potential project for the County of Alameda’s Planning Department on the review of land use designations for agricultural land in the unincorporated areas of Alameda County.

LAFCO Staff Recommendation: Review draft scope and identify any desired changes before authorizing staff to solicit comments from the County Planning Department.

6. Matters Initiated by Members of the Commission

7. Executive Officer Report

8. Informational Items

- a. Current and Pending Proposals
- b. Progress Report on Work Plan
- c. CALAFCO Staff Workshop from April 26-28 in Murphys, California
- d. Strategic Planning Workshop rescheduled for Friday, June 23rd at Dublin San Ramon Services District
- e. Commissioners with terms ending May 2023:
 1. David Haubert

9. Adjournment of Regular Meeting

Next Meetings of the Commission

Policy and Budget Committee Meeting
Thursday, April 6, 2023 at 2:00 p.m., Dublin City Hall

Regular Meeting
Thursday, May 11 2023 at 2:00 p.m., Dublin City Hall, Council Chambers (Hybrid Meeting)

DISCLOSURE OF BUSINESS OR CAMPAIGN CONTRIBUTIONS TO COMMISSIONERS

Government Code Section 84308 requires that a Commissioner (regular or alternate) disqualify herself or himself and not participate in a proceeding involving an "entitlement for use" application if, within the last twelve months, the Commissioner has received **\$250 or more in business or campaign contributions from an applicant, an agent of an applicant, or any financially interested person who actively supports or opposes a decision on the matter.** A LAFCo decision approving a proposal (e.g., for an annexation) will often be an "entitlement for use" within the meaning of Section 84308. Sphere of Influence determinations are exempt under Government Code Section 84308.

If you are an applicant or an agent of an applicant on such a matter to be heard by the Commission and if you have made business or campaign contributions totaling \$250 or more to any Commissioner in the past twelve months, Section 84308(d) requires that you disclose that fact for the official record of the proceeding. The disclosure of any such contribution (including the amount of the contribution and the name of the recipient Commissioner) must be made either: 1) In writing and delivered to the Secretary of the Commission prior to the hearing on the matter, or 2) By oral declaration made at the time the hearing on the matter is opened. Contribution disclosure forms are available at the meeting for anyone who prefers to disclose contributions in writing.

Pursuant to GC Section 84308, if you wish to participate in the above proceedings, you or your agent are prohibited from making a campaign contribution of \$250 or more to any Commissioner. This prohibition begins on the date you begin to actively support or oppose an application before LAFCO and continues until 3 months after a final decision is rendered by LAFCO. If you or your agent have made a contribution of \$250 or more to any Commissioner during the 12 months preceding the decision, in the proceeding that Commissioner must disqualify himself or herself from the decision. However, disqualification is not required if the Commissioner returns that campaign contribution within 30 days of learning both about the contribution and the fact that you are a participant in the proceedings. Separately, any person with a disability under the Americans with Disabilities Act (ADA) may receive a copy of the agenda or a copy of all the documents constituting the agenda packet for a meeting upon request. Any person with a disability covered under the ADA may also request a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in a public meeting. Please contact the LAFCO office at least three (3) working days prior to the meeting for any requested arrangements or accommodations.

Alameda LAFCO Administrative Office
224 West Winton Avenue, Suite 110
Hayward, CA 94544
T: 510.670.6267
W: alamedalafco.org



LAFCO

Alameda Local Agency Formation Commission

AGENDA REPORT

March 9, 2023

Item No. 3a

TO: Alameda Commissioners

FROM: April L. Raffel, Commission Clerk

SUBJECT: **January 12th Regular Meeting Minutes**

The Alameda Local Agency Formation Commission (LAFCO) will consider draft minutes prepared for the meeting held on January 12, 2023. The minutes are in action-form and being presented for formal Commission approval.

Background

The Ralph M. Brown Act was enacted by the State Legislature in 1953 and – among other items – requires public agencies to maintain written minutes for qualifying meetings.

Discussion

This item is for Alameda LAFCO to consider approving action minutes for the January 12, 2023, regular meeting. The attendance record for the meeting follows.

- All Commissioners were present.

Alternatives for Action

The following alternatives are available to the Commission:

Alternative One (Recommended):

Approve the draft minutes prepared for Alameda LAFCO’s January 12, 2023, regular meeting (Attachment 1) with any desired corrections or clarifications.

Alternative Two:

Continue consideration of the report to a future meeting and provide direction to staff as needed.

Recommendation

It is recommended the Commission proceed with Alternative Action One.

Procedures

This item has been placed on Alameda LAFCO's agenda as part of the consent calendar. A successful motion to approve the consent calendar will include taking affirmative action on the staff recommendation as provided unless otherwise specified by the Commission.

Respectfully,



April L. Raffel
Commission Clerk

Attachments:

1. Draft Meeting Minutes for January 12, 2023, Regular Meeting

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SUMMARY ACTION MINUTES
ALAMEDA LOCAL AGENCY FORMATION COMMISSION
JANUARY 12, 2023, REGULAR MEETING

1. CALL TO ORDER | ROLL CALL

The regular meeting was called to order at 2:00 p.m. by Chair Sblendorio.
 The Commission Clerk performed the roll call with the following attendance recorded.

Regulars Present: Karla Brown, City of Pleasanton
 David Haubert, County of Alameda
 Melissa Hernandez, City of Dublin
 Ralph Johnson, Castro Valley Sanitary District
 Nathan Miley, County of Alameda
 Sblend Sblendorio, Public (CHAIR)

Alternates Present: Georgean Vonheeder-Leopold, Dublin San Ramon Services District
 (voting)
 John Marchand, City of Livermore

Members Absent: None

The Commission Clerk confirmed a quorum was present with seven voting members. Also, present at the meeting were Executive Officer Rachel Jones, Commission Counsel Andrew Massey, and Commission Clerk April Raffel.

2. PUBLIC COMMENT:

Chair Sblendorio invited anyone from the public to address the Commission on any matter not listed on the agenda and within the jurisdiction of the Commission.

The Commission Clerk confirmed there was one public comment to address the Commission. A comment was received from the following person:

- Kelly Abreau

3. RECOGNITION OF DEDICATED SERVICE

The Commission recognized Commissioner John Marchand for his distinguished and remarkable service to Alameda LAFCO.

4. CONSENT ITEMS

Item 4a

Approval Meeting Minutes for November 10, 2022

Item presented to approve draft action minutes prepared for the Commission's November 10, 2022, regular meeting. Recommendation to approve.

Item 4b

Approval of Resolution to Continue Virtual Meetings due to COVID-19 Pandemic

Item presented to consider a resolution authorizing LAFCO to conduct virtual meetings for the Commission for the next 30-day period as allowed under AB361, as circumstances warrant. Recommendation to approve.

Item 4c

Approval of Proposed Contract Amendment with Lamphier-Gregory for SLVAP Study

Item presented to consider approval of Proposed Contract Amendment with Lamphier-Gregory for SLVAP Study. Recommendation to approve.

Item 4d

Approval of Second Quarter Budget Report for Fiscal Year 2022-2023

Item presented to accept and file a Second Quarterly Budget Report for 2022-2023. Recommendation to approve.

Chair Sblendorio asked if any Commissioner would like to pull any consent agenda item. No Commissioners wanted to pull any item from the consent agenda.

Chair Sblendorio invited public comments.

The Commission Clerk confirmed there were no public comments.

Chair Sblendorio proceeded to close the public hearing.

Commissioner Brown motioned to approve the consent calendar with a second from Alternate Commissioner Vonheeder-Leopold. Roll call requested:

AYES: Brown, Haubert, Hernandez, Johnson, Miley, Sblendorio, Vonheeder-Leopold (voting for Special District)
NOES: None
ABSENT: None
ABSTAIN: None

The Commission Clerk confirmed the motion was approved 7-0.

5. Establish Ad Hoc Public Member Selection Committee – (Business)

Item presented to consider directing the Chair to establish an Ad Hoc Selection Committee for its Alternate Public Member Seat that is currently vacant.

Executive Officer Jones added that we need to have a city, county, and special district member on the Ad Hoc Selection Committee in step with Alternate Public Member Selection Procedures.

- The Commission appointed City Member Marchand, County Member Haubert, and Special District Member Johnson to the Ad Hoc Public Member Selection Committee.

Chair Sblendorio invited public comments.

The Commission Clerk confirmed there was one public comment to address the Commission. A comment was received from the following person:

- Kelly Abreau

Chair Sblendorio proceeded to close the public hearing.

Alternate Commissioner Vonheeder-Leopold motioned with a second from Commissioner Brown to approve the Ad Hoc Public Member Selection Committee. Roll call requested:

AYES: Brown, Haubert, Hernandez, Johnson, Miley, Sblendorio, Vonheeder-Leopold (voting for Special District)
NOES: None
ABSENT: None
ABSTAIN: None

The Commission Clerk confirmed the motion was approved 7-0.

6. Brown Act Procedures for Remote Meetings – (Business)

Item presented to consider receiving a memorandum from Commission Counsel on approved amendments to the Brown Act and allowances therein to conduct remote meetings beginning March 1, 2023. The item is being presented for Commission discussion with the opportunity to provide feedback on related implementation measures.

Executive Officer Jones provided the formal staff presentation for Commission discussion and feedback regarding the new teleconference options for remote meetings.

- This item is for Alameda LAFCO to review a memorandum from Commission Counsel on Senate Bill 2449 and its allowances for governing bodies to hold remote meetings starting March 2023. The traditional teleconference provisions in the Brown Act, as amended by Senate Bill 2449, only allow individual members of governing bodies to appear remotely on a limited basis due to unforeseen circumstances.
- A member is only allowed to teleconference twice per calendar year if the legislative body holds less than ten meetings per year. A quorum of the legislative body must also exist in person at the designated meeting location.
- The Commission's next special meeting, the strategic planning workshop, scheduled for February 10th, and March 9th regular meeting will both be held at Dublin San Ramon Services District. The district is not following SB 2449's guidelines and will adhere to the traditional guidelines of the Brown Act for public meetings.
- The staff has requested meeting space at the City of Dublin's Council Chambers for the Commission's May 11th regular meeting. The Council Chambers are equipped for hybrid meetings.

Chair Sblendorio invited Commission discussion. Commission discussion followed. Chair Sblendorio encouraged the Commission to attend the February 10th Strategic Planning Meeting in person to get more out of it together.

Chair Sblendorio invited public comments.

The Commission Clerk confirmed there were no public comments.

Chair Sblendorio proceeded to close the public hearing.

7. MATTERS INITIATED BY MEMBERS OF THE COMMISSION

- Chair Sblendorio mentioned at the next March 9th meeting we will select a Vice Chair, which may be a regular City Member, Commissioner Hernandez, or Commissioner Brown.

8. EXECUTIVE OFFICER REPORT

Executive Officer Jones reported the Ad Hoc Measure D Committee received some feedback from the agriculture community requesting an outline specification for why certain parcels are marked as Resource Management rather than Large Parcel Agriculture. Staff recommended that the Ad Hoc Measure D committee convene and figure out why the specification was used, what is the criteria, and give a recommendation to the county on how to move forward. Executive Officer Jones will be sending out an invitation to meet and discuss this criterion within the next couple of weeks. Since we currently have two of the three original members on the Ad Hoc Measure D Committee, we needed to replace former Commissioner Woerner's vacancy. Commission Counsel mentioned the Commission could replace the vacancy in accordance with the Brown Act. The Commission replaced the vacancy with Chair Sblendorio, a public member, to the Ad Hoc Committee to balance the existing members, Alternate Commissioner Marchand, city member; and Commissioner Haubert, county member.

Chair Sblendorio invited public comments.

The Commission Clerk confirmed there was one public comment to address the Commission. A comment was received from the following person:

- Kelly Abreau

Chair Sblendorio proceeded to close the public hearing.

9. INFORMATIONAL ITEMS

- a. Current and Pending Proposals
- b. Progress Report on Work Plan
- c. CALAFCO Quarterly Report
- d. Form 700: Due April 1

10. ADJOURNMENT OF REGULAR MEETING

Chair Sblendorio adjourned the meeting at 2:42 p.m.

Next Meetings of the Commission

Policy and Budget Committee Meeting

Thursday, February 2, 2023, at 2:00 p.m., City of Dublin, Regional Meeting Room

Regular Meeting

Thursday, March 9, 2023, at 2:00 p.m., Dublin San Ramon Services District Boardroom

Strategic Planning Workshop

Friday, February 10, 2023, at 9:00 a.m., Dublin San Ramon Services District Boardroom

– Staff is looking into hosting a hybrid meeting City of Dublin's Council Chambers

I hereby attest the minutes above accurately reflect the Commission's deliberations at its January 12, 2023 videoconference meeting.

ATTEST,



April L. Raffel

Commission Clerk

DRAFT

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TO: Alameda Commissioners

FROM: Rachel Jones, Executive Officer

**SUBJECT: Proposed Contract Amendment |
Alameda County Resource Conservation District**

The Alameda Local Agency Formation Commission (LAFCO) will consider approving a proposed contract amendment for the agricultural planning grant with the Department of Conservation and its Sustainable Agricultural Lands Conservation (SALC) Program in partnership with the Alameda County Resource Conservation District (ACRCD). The amendment seeks to extend the contract period by twelve months. Staff recommends approval.

Background

Alameda LAFCO was awarded the SALC grant in partnership with ACRCD for a total of \$250,000 in November 2022. At its March 11, 2021 regular meeting, the Commission approved a contract with ACRCD for the SALC agricultural planning grant. ACRCD would serve as project manager and assist in coordination and implementation among participants. Alameda LAFCO would be responsible in administering and allocating grant funds.

The project has a two-year timeline with the expected completion date for December of 2023. The project’s purpose is to identify, map, and monitor high-priority parcels of agricultural lands within proximity to urban growth boundaries of cities and unincorporated areas within the County of Alameda, along with identifying priority sites for additional urban agricultural community gardens for disadvantaged low-income and or unincorporated communities. The project will enable and promote existing programs as well as allow transparency among the stakeholders on who is doing what for better coordination and collaboration to better support and improve strategies within the region. Alameda LAFCO will assist in creating a repository of agricultural and open space use policies from stakeholders throughout the County, while ACRCD will implement and manage the project’s priority sites.

A brief overview of the project tasks and timeline is as follows:

- **Task 1. Establishment of Stakeholder Group (4 months)**
Identify Stakeholders and conduct meetings to identify Stakeholder concerns.

- **Task 2. Stakeholder Planning Process (14 months)**
With Stakeholder participation, develop a comprehensive analysis of existing regulatory policies and suggest strategies to account for policy gaps, inconsistencies, overlap and redundancies, as they relate to sustainable agricultural lands conservation in Alameda County.
- **Task 3. Create prioritization criteria to rank agricultural land parcels for preservation precedence (3 months)**
Research and gather current sources of information to develop ranking criteria needed to update inventories of (1) lands at risk of conversion from agricultural land use to more intensive GHG-emitting land-use practices, as well as of (2) lands that are protected.
- **Task 4. Create a draft map of relevant layers for land prioritization (3 months)**
Based on efforts in Task 3 and subtasks below, comprehensive priority draft maps will be developed.
- **Task 5. Community Outreach (3 months)**
Plan, prepare for and conduct meetings with community groups to share ranking and incentive structures.
- **Task 6. Completion of final maps (2 months)**
Create and present final maps at Board of Supervisors Meetings.
- **Task 7. Final Plan Development and Review (6 months)**
Finalize summary of plan and policy recommendations and distribute to stakeholders and relevant State agencies.
- **Task 8. Administration (24 months)**
Grant administration (e.g., invoicing, invoice review, and document signing).

Task 1 (Establishment of Stakeholder Group) and Task 2 (Stakeholder Planning Process) took substantial coordination efforts that included the hiring of additional consultants. As a result of the delays with completing these two tasks, a first amendment is proposed to extend the contract for an additional twelve-month period with an expiration date of March 15, 2024. The contract amount in the proposed second agreement would not increase and remain at the same-not-to-exceed cost of \$250,000.

Discussion

This item is for the Commission to consider approving the proposed contract amendment with ACRCDC to extend the contract of its SALC planning grant project for an additional twelve-month period.

Alternatives for Action

The following alternatives are available to the Commission:

Alternative One (Recommended):

Approve the contract amendment with ACRCDC for the SALC Planning grant project as shown in Attachment 1.

Alternative Two:

Continue consideration of the item to a future meeting and provide direction to staff as needed.

Alternative Three:

Deny the contract amendment.

Recommendation

It is recommended the Commission proceed with Alternative Action One.

Procedures

This item has been placed on Alameda LAFCO's agenda as part of the consent calendar. A successful motion to approve the consent calendar will include taking affirmative action on the staff recommendation as provided unless otherwise specified by the Commission.

Respectfully,



Rachel Jones
Executive Officer

Attachments:

1. Proposed Contract Amendment with ACRCDC – First Amendment
2. Contract Agreement with ACRCDC

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**CONTRACT EXTENSION
FIRST AMENDMENT TO AGREEMENT**

Reference is made to the contract entered into on the 15th March of 2021 by and between the Alameda Local Agency Formation Commission (LAFCO) and Alameda County Resource Conservation District (ACRCD) (“Contractor”) (“the Agreement”).

WHEREAS, pursuant to the Agreement, the CONTRACT PERIOD is from March 15, 2021 through March 14, 2023. This Agreement may be extended for an additional twelve-month period, if mutually agreed by both parties.

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LAFCO and ACRCD agree to amend the Agreement in the following respects:

1. The term of the Agreement is currently scheduled to expire on March 14, 2023. The parties mutually agree that more time is necessary to complete the project including public meetings. Therefore, the parties mutually agree to extend the current term for twelve additional months from the current end date of March 15, 2023.
2. The term of the Agreement is extended from March 15, 2021 through March 14, 2023 to March 15, 2021 through March 15, 2024.
3. There is no change in the Agreement amount of not to exceed \$250,000, and any current balance will continue through this Amendment.
4. Except as specifically and expressly modified by this amendment, all of the terms and conditions of the Agreement are and remain in full force and effect. This amendment is effective March 9, 2023.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement as of the day and year first above written.

ALAMEDA LAFCO

Alameda County Resource Conservation District

By: _____
Rachel Jones, Executive Officer
Alameda Local Agency Formation Commission

By: _____
Signature

Name: _____
(Printed)

Title: _____

Date: _____

Approved as to Form:

By: _____
Andrew Massey, LAFCo Counsel

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

P.O./Contract # _____

**ALAMEDA LAFCO, ALAMEDA COUNTY, STATE OF CALIFORNIA
STANDARD AGREEMENT**

THIS AGREEMENT, made and entered into this 15th day of March, 2021 by and between the ALAMEDA LOCAL AGENCY FORMATION COMMISSION, a public agency of the State of California, hereafter called the "Alameda LAFCO", and Alameda County Resource Conservation District, a California special district duly qualified in the State of California, whose principal place of business is: 3585 Greenville Road, Suite 2, Livermore, CA 94550, hereafter called the "Contractor."

WITNESSETH

WHEREAS, the Alameda LAFCo desires to use professional services to administer and complete a grant project awarded by the Department of Conservation as described in Exhibit A attached hereto ("Scope of Work"); and

WHEREAS, Contractor is professionally qualified to provide such services; and

WHEREAS, the Alameda LAFCo desires to retain and employ the services of Contractor in connection with such work, and Contractor is agreeable with such employment.

NOW, THEREFORE, it is agreed that the Alameda LAFCo does hereby retain and employ Contractor to provide the Services in connection with such work, and Contractor accepts such employment, on the terms and conditions hereinafter specified in this Agreement and additional provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

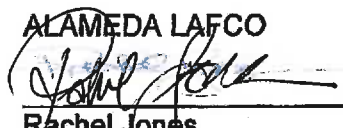
- Exhibit A** **Scope of Services & Project Timeline**
- Exhibit A-1** **Grant Agreement between Alameda LAFCo and the State of California Department of Conservation (Grant Agreement No. 3020-901)**
- Exhibit B** **Payment Terms**
- Exhibit C** **Insurance Requirements**

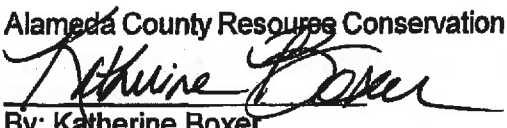
CONTRACT PERIOD will be from date executed through March 14, 2023. This Agreement may be extended for an additional six months if mutually agreed by both parties hereto, in writing not less than thirty (30) days prior to the expiration of this Agreement.

COMPENSATION: The Alameda LAFCo agrees to pay Contractor, pursuant to the terms set forth in Exhibit B, for services performed hereunder in a total amount not to exceed \$249,988 for the term of the current agreement, including all expenses, contingencies, and other miscellaneous expenses.

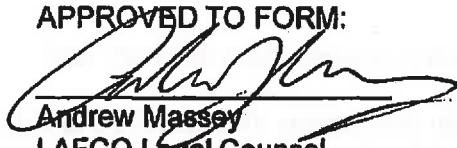
ADDITIONAL PROVISIONS, pages 3 through 18, attached hereto constitute a part of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

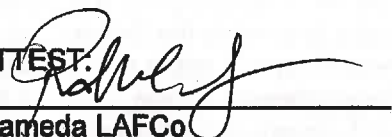
ALAMEDA LAFCO
By: 
Rachel Jones
LAFCO Executive Officer

Alameda County Resource Conservation District
By: 
Katherine Boxer
Executive Director

Tax Payer I.D. # 94-2216653

APPROVED TO FORM:
By: 
Andrew Massey
LAFCO Legal Counsel

Date: 03.15.2021

ATTEST: 
Alameda LAFCO
County of Alameda
State of California

By: Rachel Jones

ADDITIONAL PROVISIONS

1. **EMPLOYER/EMPLOYEE RELATIONSHIP:** No relationship of employer and employee is created by this Agreement, it being understood that Contractor shall act hereunder as an independent Contractor; that Contractor shall not have any claim under this Agreement or otherwise against the Alameda LAFCO for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, retirement benefits, Social Security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind; that Contractor shall be solely liable for and obligated to pay directly all applicable taxes, including, but not limited to, Federal and State income taxes, and in connection therewith Contractor shall indemnify and hold the Alameda LAFCO harmless from any and all liability which the Alameda LAFCO may incur because of Contractor's failure to pay such taxes; that Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of the Alameda LAFCO is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the agency concerned. Notwithstanding the foregoing, if the Alameda LAFCO determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, the Alameda LAFCO shall, upon two weeks notice to Contractor withhold from the payments to Contractor hereunder federal and state income taxes and pay said sums over to the Federal and State governments.
2. **HOLD HARMLESS/INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify Alameda LAFCO, its Commissioners, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. Alameda LAFCO may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to Alameda LAFCO, including defense costs, and shall not be limited by any insurance limits.
3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with Alameda LAFCO maintain in force those insurance policies as designated in the attached Exhibit C, "Insurance Requirements," and will comply with all those requirements as stated herein.
4. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from the Alameda LAFCO any costs, settlements, or expenses of Workers' Compensation claims arising out of this agreement.
5. **CONFORMITY WITH LAW AND SAFETY:**
 - A. Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services or any part hereof, including all provisions of the Occupational Safety and Health Act of 1979 and all amendments thereto, and

all applicable federal, state, municipal, and local safety regulations. All services performed by Contractor must be in accordance with these laws, ordinances, codes and regulations. Contractor shall indemnify and hold Alameda LAFCO harmless from any and all liability, fines, penalties and consequences from any noncompliance or violations of such laws, ordinances, codes and regulations. If a provision of this Agreement is found to be invalid, the parties legally, commercially, and practicably can continue this Agreement without that provision, and the remainder of this Agreement shall continue in force and effect unless an essential purpose of this Agreement would be defeated by the loss of such provision. In the event any of the terms, conditions, or provisions of this Agreement are held to be illegal or otherwise unenforceable, such term, condition or provision shall be deemed severable from the remainder of this Agreement and shall not cause any other part or provision of this Agreement to be illegal or unenforceable.

- B. **Accidents:** If death, serious personal injury or substantial property damage occurs in connection with the performance of this agreement, Contractor shall immediately notify Alameda LAFCO by telephone. Contractor shall promptly submit to Alameda LAFCO a written report, in such form as may be required by Alameda LAFCO of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's subcontractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of accident and whether any of LAFCO's equipment, tools, material, or staff were involved. Contractor further agrees that it shall take all reasonable steps to preserve all physical evidence and information which may be relevant to accidents or circumstances surrounding a potential claim, while maintaining public safety. Contractor shall provide Alameda LAFCO the opportunity to review and inspect such evidence, including the scene of the accident.
6. **PAYMENT:** Payment to Contractor will be made only upon presentation of proper invoice by Contractor subject to the approval of Alameda LAFCO, and in accordance with this Agreement and its Exhibit B.
7. **TRAVEL EXPENSES:** Payment to Contractor for travel expenses will be made only upon presentation of proper invoice by Contractor subject to the prior approval of Alameda LAFCO, and in accordance with this Agreement.
8. **ROYALTIES AND INVENTIONS:** The Alameda LAFCO shall have a royalty-free, exclusive and irrevocable license to reproduce, publish and use the results produced in the course of or under this Agreement; and Contractor shall not publish any such material relating to Alameda LAFCO without prior consent of Alameda LAFCO.
9. **CONFIDENTIALITY OF INFORMATION:** Confidential information is defined as all information disclosed to Contractor which relates to Alameda LAFCO's past, present, and future activities, as well as activities under this Agreement. Contractor will hold all such information with the same degree of care which Contractor utilizes to protect its own data of a similar nature. Upon cancellation or expiration of this Agreement, Contractor will return to Alameda LAFCO all written or descriptive matter which contains any such confidential information.
10. **CONFLICT OF INTEREST:** No officer, member, or employee of Alameda LAFCO and no member of its governing body shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof. No Contractor, nor any member of Contractor's family shall serve on the Alameda

LAFCo, or hold any such position which either by rule, practice or action nominates, recommends, or supervises Contractor's operations, or authorizes funding to Contractor. Contractor shall immediately bring to Alameda LAFCo's attention any situation in which its client has, or is reasonably likely to have an application or other matter pending before Alameda LAFCo. The provisions of this Agreement are not exclusive, and thus Alameda LAFCo may at its discretion appoint a different firm to serve as its consultant in the event of a conflict. Contractor agrees not to assign any of the key personnel identified in Exhibit A to any matter that is, or is likely to be pending before Alameda LAFCo regardless of whether Alameda LAFCo in its discretion decides to hire another firm to avoid a conflict.

11. **USE OF ALAMEDA LAFCo PROPERTY:** Contractor shall not use Alameda LAFCo premises or property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES/PROVISIONS:** Contractor assures that it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
 - A. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - B. Contractor shall, if requested to so do by Alameda LAFCo, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - C. If requested to do so by Alameda LAFCo, Contractor shall provide Alameda LAFCo with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.
 - D. Contractor shall recruit vigorously and encourage minority- and women-owned businesses to bid its subcontracts.
 - E. Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
 - F. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.
13. **ASSIGNMENT OF CONTRACT:** Nothing contained in this Agreement shall be construed to permit assignment or transfer by Contractor of any rights under this Agreement and such assignment or transfer is expressly prohibited and void unless otherwise approved in writing by Alameda LAFCo.

14. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with Alameda LAFCo's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall, unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code section 812, including marijuana, heroin, cocaine, and amphetamines, at any LAFCo facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at an Alameda LAFCo facility or work site, the Contractor within five days thereafter shall notify the Executive Officer of Alameda LAFCo. Violation of this provision shall constitute a material breach of this Agreement.
15. **FEDERAL AND STATE AUDITS:** Until the expiration of five (5) years after the furnishing of any services pursuant to this Agreement, Contractor shall make available, upon written request, to the Federal/State government or any of their duly authorized representatives, this Agreement, and such books, documents, and records of Contractor that are necessary to certify the nature and extent of the reasonable cost of services to Alameda LAFCo. If Contractor enters into any Agreement with any related organization to provide services pursuant to this Agreement with value or cost of \$10,000 or more over a twelve-month period, such Agreement shall contain a clause to the effect that until the expiration of five years after the furnishing of services pursuant to such subcontract, the related organization shall make available, upon written request, to the Federal/State government or any of their duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of such costs. This paragraph shall be of no force and effect when and if it is not required by law. Alameda LAFCo shall have access to Contractor's financial records for purposes of auditing payments made to Contractor hereunder. Such records shall be complete and available for audit ninety (90) days after final payment is made to Contractor hereunder and shall be retained and available for audit purposes for five (5) years after said final payment hereunder.
16. **TIME IS OF THE ESSENCE** in each and all of the provisions of this agreement.
17. **AMENDMENT:** No change, alteration, variation, modification of the terms, termination or discharge of this Agreement shall be valid unless made in writing and signed by the parties hereto.
18. **ASSURANCE OF PERFORMANCE:** If at any time Alameda LAFCO believes Contractor may not be adequately performing its obligations under this Agreement, that Contractor may fail to complete the Services as required by this Agreement, or has provided written notice of observed deficiencies in Contractor's performance, Alameda LAFCO may request from Contractor prompt written assurances of performance and a written plan to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of receipt of Alameda LAFCO's written request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide written assurances and a written plan to correct observed deficiencies, in the required time, to diligently commence and fully perform such written plan, is a material breach under this Agreement.
19. **KEY PERSONNEL:** Contractor shall identify key personnel assigned to perform services in Exhibit A and obtain Alameda LAFCo approval of any substitution by the Contractor of key personnel. If the Contractor has subcontractors, this requirement extends to the subcontractors as well.
20. **SUBCONTRACTORS:** Contractor shall identify and obtain Alameda LAFCO approval of all subcontractors. Nothing provided herein shall create any obligation on the part of Alameda LAFCO to pay or to see to the payment by Contractor of any monies to any subcontractor, supplier or vendor, nor create any relationship in contract or otherwise, express or implied between any such

subcontractor, supplier or vendor and Alameda LAFCo. Approval by Alameda LAFCo of any subcontractor shall not constitute a waiver of any right of Alameda LAFCo to reject defective work, material or equipment, not in compliance with the requirements of this Agreement.

21. **CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws, and its courts shall have jurisdiction (but not exclusive jurisdiction) to hear and determine all questions relating to this Agreement.
22. **WAIVER:** Any failure of a party to assert any right under this Agreement shall not constitute a waiver or a termination of that right, under this Agreement or any provisions of this Agreement.
23. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire Agreement between Alameda LAFCo and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
24. **TERMINATION:** Alameda LAFCo may terminate this Agreement with or without cause by providing thirty (30) days notice, in writing, to the Contractor. Upon the expiration of said notice, this Agreement shall become of no further force or effect whatsoever and each of the parties hereto shall be relieved and discharged here from. Alameda LAFCo may terminate at any time without notice upon material breach of the terms of this Agreement and/or in the event that Alameda LAFCo determines that the Contractor's performance is substandard or unsatisfactory.
25. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination or expiration of the Agreement, including without limitation, the obligations regarding Hold Harmless/Indemnification (paragraph 2), Confidentiality of Information (paragraph 9), and Conflict of Interest (paragraph 10), shall survive termination or expiration.
26. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:
 - **Personal delivery:** When personally delivered to the recipient, notices are effective on delivery.
 - **First Class Mail:** When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.
 - **Certified Mail:** When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.
 - **Overnight Delivery:** When delivered by overnight delivery (Federal Express/United Parcel Service/DHL WorldWide Express/etc.) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

- **Telex or facsimile transmission:** When sent by telex or fax to the last telex or fax number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or fax shall be deemed received on the next business day if it is received after 5:00 p.m. (recipients time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To LAFCO: Alameda LAFCO
224 West Winton Avenue, Suite 110
Hayward, CA 94544

To Contractor: ACRCO
3585 Greenville Road, Suite 2
Livermore, CA 94550

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

[END OF DOCUMENT]

EXHIBIT A - SCOPE OF WORK

The Alameda Local Agency Formation Commission (LAFCO) has been awarded \$249,988 for the agricultural planning grant with the Department of Conservation and its Sustainable Agricultural Lands Conservation (SALC) Program. Alameda LAFCO applied for the SALC grant to serve as the lead applicant and partner with the Alameda County Resource Conservation District (ACRCD) as the project manager to create an Alameda County Agricultural Resiliency Project that would establish a Countywide coalition of agricultural preservation policies and urban agricultural land use opportunities. The project's purpose is to identify, map and monitor high-priority parcels of agricultural lands within proximity to urban growth boundaries of cities and unincorporated areas within the County of Alameda, along with identifying priority sites for additional urban agricultural community gardens for disadvantaged low-income and or unincorporated communities. The project will enable and promote existing programs as well as allow transparency among the stakeholders on who is doing what for better coordination and collaboration to better support and improve strategies within the region. Alameda LAFCO will assist in creating a repository of agricultural and open space use policies from stakeholders throughout the County, while ACRCD will implement and manage the project's key tasks.

All of ACRCD's work shall be performed in accordance with the terms and requirements of the Grant Agreement between Alameda LAFCo and the State of California Department of Conservation (Grant Agreement No. 3020-901), attached hereto as Exhibit A-1 ("the Grant Agreement"), including but not limited to the non-discrimination requirements of paragraph 9 of Exhibit C of the Grant Agreement.

Scope of Work and Project Timeline

Work Plan			
Task Number	Performance Measure	Timeline	Total Requested Grant Funds
<p>Task 1. Establishment of Stakeholder Group Identify Stakeholders and conduct meetings to identify Stakeholder concerns.</p> <p><i>Subtask A:</i> Conduct preparatory background research. <i>Subtask B:</i> Identify key agencies with planning responsibilities including unincorporated areas of Alameda Co. <i>Subtask C:</i> Prepare and send introductory letter and survey. <i>Subtask D:</i> Compile and communicate responses from survey. <i>Subtask E:</i> Develop Stakeholder group, ensuring areas of needed expertise are integrated.</p>	<p>Deliverables:</p> <ul style="list-style-type: none"> • Draft list of relevant policies • List of potential Stakeholders • Invitation letter and questionnaire • Summary of survey responses 	<p>4 months</p>	<p>\$48,375.53 from grant</p> <p>\$3,200.00 from match</p>

<p><i>Subtask F:</i> Create agendas for and schedule Stakeholder meetings.</p> <p><i>Subtask G:</i> Summarize and communicate Stakeholder feedback.</p> <p><i>Subtask H:</i> Create announcement of SALC grant project commencement county-wide, including description of primary goals.</p>	<ul style="list-style-type: none"> • Stakeholder group roster • Meeting notes • Summary of feedback from Stakeholders as a basis for entering Task 2 • Project announcement <p>Milestones:</p> <ul style="list-style-type: none"> • Creation of Stakeholder Group (May 2021) • Stakeholder Meetings (x 2, June 2021) 		
<p>Task 2. Stakeholder Planning Process With Stakeholder participation, develop a comprehensive analysis of existing regulatory policies and suggest strategies to account for policy gaps, inconsistencies, overlap and redundancies, as they relate to sustainable agricultural lands conservation in Alameda County.</p> <p><i>Subtask A:</i> Continue (from Task 1) to identify and review regulations and policy documents relevant to agricultural lands conservation within Alameda County.</p> <p><i>Subtask B:</i> Convene committees to discuss and address inconsistencies in policies relevant to agricultural lands conservation in Alameda County.</p> <p><i>Subtask C:</i> Summarize existing policy, highlighting gaps, overlap, and redundancies.</p> <p><i>Subtask D:</i> Draft summary of findings.</p>	<p>Deliverables:</p> <ul style="list-style-type: none"> • Final list of relevant regulations, policies, and related source material • First draft summary of findings <p>Milestones:</p> <ul style="list-style-type: none"> • Stakeholder Meetings (approximately 6: committees meet periodically, full Stakeholder group meets at beginning and culmination of mapping and planning steps) 	14 months	\$79,222.63 from grant \$6,200.00 from match
<p>Task 3. Create prioritization criteria to rank agricultural land parcels for preservation precedence. Research and gather current sources of information to develop ranking criteria needed to update inventories of</p>	<p>Deliverables:</p> <ul style="list-style-type: none"> • Ranking criteria to use in identification of 	3 months	\$10,207.28 from grant

<p>(i) lands at risk of conversion from agricultural land use to more intensive GHG-emitting land-use practices, as well as of (ii) lands that are protected.</p> <p><i>Subtask A:</i> For at-risk lands inventory, effort will concentrate on lands along urban growth boundaries, in unincorporated areas, in priority development areas within urban infill, and those of special environmental significance, e.g., areas of high carbon sequestration potential.</p> <p><i>Subtask B:</i> For protected lands inventory, effort will concentrate on lands including Williamson Act acquisitions and other specified open-space lands within Alameda County, recording term of conservation agreement per parcel.</p> <p><i>Subtask C:</i> Identify pertinent characteristics for ranking priority acquisitions of at-risk agricultural lands in proximity to urban growth boundaries and unincorporated areas of Alameda County.</p> <p><i>Subtask D:</i> Identify pertinent characteristics for ranking priority siting of community gardens within infill development areas.</p>	<p>agricultural land parcels for preservation (Subtask 4a), with description of metrics informing ranking protocol.</p> <ul style="list-style-type: none"> • Ranking criteria to use in identification of potential locations for urban garden placement (Subtask 4b), with description of metrics informing ranking protocol. 		<p>\$2,900.00 from match</p>
<p>Task 4. Create a draft map of relevant layers for land prioritization. Based on efforts in Task 3 and subtasks below, comprehensive priority draft maps will be developed.</p> <p><i>Subtask A:</i> Identify existing layers of GIS data, create layers from other pertinent digitizable information, create draft map with layers of GIS data for at-risk agricultural lands in proximity to urban growth boundaries and unincorporated areas within Alameda County.</p> <p><i>Subtask B:</i> Identify existing layers of GIS data, create layers from other pertinent digitizable information, create draft map with layers of GIS data for priority siting of urban agricultural/ community gardens within infill development areas.</p>	<p>Deliverables:</p> <ul style="list-style-type: none"> • First draft map of high-priority parcels for conservation acquisition of agricultural lands in proximity to city urban growth boundaries and unincorporated areas within Alameda County. • First draft map of optimal urban agricultural/ community garden locations within potential infill development areas of Alameda County. • Updated inventory of at-risk agricultural lands in Alameda County. • Updated 	<p>3 months</p>	<p>\$23,408.01 from grant</p> <p>\$2,000.00 from match</p>

	inventory of protected agricultural lands in Alameda County.		
<p>Task 5. Community Outreach</p> <p><i>Sub-Task A:</i> Plan, prepare for and conduct meetings with community groups to share ranking and incentive structures.</p> <p><i>Sub-Task B:</i> Create a summary of the second round of feedback from community groups as a basis for recommendations.</p> <p><i>Subtask C:</i> Create media (e.g., press releases and web articles) summarizing project progress.</p>	<p>Deliverables:</p> <ul style="list-style-type: none"> • Summary of community feedback from meeting, and ensuing recommendations. • Bring community concerns back to Stakeholder group. • Outreach materials. <p>Milestones:</p> <ul style="list-style-type: none"> • Community meetings (x2-3) 	3 months	<p>\$23,287.82 from grant</p> <p>\$3,900.00 from match</p>
<p>Task 6. Completion of final maps</p> <p>Create and present final maps at Board of Supervisors Meetings.</p> <p><i>Subtask A:</i> Create final priority parcel map of high-priority parcels for conservation acquisition of agricultural lands in proximity to city urban growth boundaries and unincorporated areas within Alameda County.</p> <p><i>Subtask B:</i> Create final priority parcel map of optimal urban agricultural community garden locations within potential infill development areas of Alameda County.</p>	<p>Deliverables:</p> <ul style="list-style-type: none"> • Final map of high-priority parcels for conservation acquisition of agricultural lands in proximity to city urban growth boundaries and unincorporated areas within Alameda County. • Final map of optimal urban agricultural/ community garden locations within potential infill development areas of Alameda County. 	2 months	<p>\$22,204.74 from grant</p> <p>\$1,000.00 from match</p>
<p>Task 7. Final Plan Development and Review</p> <p><i>Subtask A:</i> Finalize summary of plan and policy recommendations.</p> <p><i>Subtask B:</i> Present recommendations at three meetings:</p> <p>1) LAFCO Board of Directors</p>	<p>Deliverables:</p> <ul style="list-style-type: none"> • Final presentation of planning document and 	6 months	<p>\$39,065.18 from grant</p> <p>\$3,800.00 from match</p>

<p>2) Board of Supervisors 3) ACRCB Board of Directors</p> <p><i>Subtask C: Distribute final document to Stakeholders and other relevant State agencies.</i></p>	<p>recommendations for implementation of new policies and/or regulations.</p>		
<p>Task 8. Administration Grant administration (e.g., invoicing, invoice review, document signing)</p>	<p>Deliverables:</p> <ul style="list-style-type: none"> Invoices Signed contract documents 	<p>24 months</p>	<p>\$4,213.60 from grant \$2,000.00 from match</p>

Task #	Activity	Units (if applicable)												Rate (if applicable)			Program Reimbursement Request (\$1000)	Grants Match	Grand Total	
		F		M		A		M		J		J		\$ / hour	\$ / hour	\$ / hour				
Task 1. Stakeholder Outreach	ACRCB Chief Executive Officer	4	0.10	0.10	0.10	0	0	0	12	0	0	0	0	0	\$ 75.00	\$ 75.00	\$ 75.00	\$	\$ 1,125.00	\$ 1,125.00
	ACRCB Chief Executive Officer	4	1.00	1.00	0.00	40	40	0	120	40	0	0	0	0	\$ 97.50	\$ 97.50	\$ 97.50	\$ 11,601.00	\$ 1,000.00	\$ 12,602.00
	ACRCB Resource Consultant II	0	1.00	1.00	0.00	72	82	0	216	82	0	0	0	0	\$ 41.35	\$ 41.35	\$ 41.35	\$ 31,315.00	\$	\$ 31,315.00
	Subtotal	-	-	-	-	-	-	-	144	122	0	0	0	0	-	-	-	\$ 42,971.00	\$ 1,100.00	\$ 44,071.00
Task 2. Stakeholder Planning Process	ACRCB Chief Executive Officer	10	0.00	0.10	0.10	0	0	0	64	12	0	0	0	0	\$ 75.00	\$ 75.00	\$ 75.00	\$	\$ 4,200.00	\$ 4,200.00
	ACRCB Chief Executive Officer	10	0.00	0.50	0.10	0	20	20	0	220	40	0	0	0	\$ 97.50	\$ 97.50	\$ 97.50	\$ 27,300.00	\$	\$ 27,300.00
	ACRCB Resource Consultant II	10	0.00	0.00	1.00	0	32	40	0	312	120	0	0	0	\$ 41.35	\$ 41.35	\$ 41.35	\$ 12,117.00	\$ 1,000.00	\$ 13,117.00
	Subtotal	-	-	-	-	-	-	-	0	105	172	0	0	0	-	-	-	\$ 39,727.00	\$ 1,000.00	\$ 40,727.00
Task 3. Create and Present Reading Orders	ACRCB Chief Executive Officer	3	0.00	0.10	0.00	0	0	0	18	0	0	0	0	0	\$ 75.00	\$ 75.00	\$ 75.00	\$	\$ 1,350.00	\$ 1,350.00
	ACRCB Chief Executive Officer	3	0.00	0.20	0.00	0	0	0	24	0	0	0	0	0	\$ 97.50	\$ 97.50	\$ 97.50	\$ 2,925.00	\$	\$ 2,925.00
	ACRCB Resource Consultant II	3	0.00	0.00	0.00	0	14	0	0	0	0	0	0	0	\$ 41.35	\$ 41.35	\$ 41.35	\$ 579.00	\$ 1,000.00	\$ 1,579.00
	Subtotal	-	-	-	-	-	-	-	0	42	0	0	0	0	-	-	-	\$ 4,854.00	\$ 1,000.00	\$ 5,854.00
Task 4. Site Visit	ACRCB Chief Executive Officer	3	0.00	0.10	0.00	0	0	0	18	0	0	0	0	0	\$ 75.00	\$ 75.00	\$ 75.00	\$	\$ 1,350.00	\$ 1,350.00
	ACRCB Chief Executive Officer	3	0.00	0.10	0.00	0	0	0	18	0	0	0	0	0	\$ 75.00	\$ 75.00	\$ 75.00	\$	\$ 1,350.00	\$ 1,350.00
	ACRCB Resource Consultant II	3	0.00	0.10	0.00	0	0	0	18	0	0	0	0	0	\$ 41.35	\$ 41.35	\$ 41.35	\$ 744.00	\$	\$ 744.00
	Subtotal	-	-	-	-	-	-	-	0	36	0	0	0	0	-	-	-	\$ 2,444.00	\$	\$ 2,444.00
Task 5. Community Outreach	ACRCB Chief Executive Officer	3	0.00	0.10	0.10	0	0	0	0	0	0	0	0	0	\$ 75.00	\$ 75.00	\$ 75.00	\$	\$ 1,500.00	\$ 1,500.00
	ACRCB Chief Executive Officer	3	0.00	0.10	0.10	0	0	0	0	0	0	0	0	0	\$ 75.00	\$ 75.00	\$ 75.00	\$	\$ 1,500.00	\$ 1,500.00
	ACRCB Resource Consultant II	3	0.00	0.10	0.00	0	0	0	0	0	0	0	0	0	\$ 41.35	\$ 41.35	\$ 41.35	\$ 1,240.00	\$	\$ 1,240.00
	Subtotal	-	-	-	-	-	-	-	0	0	0	0	0	0	-	-	-	\$ 2,740.00	\$	\$ 2,740.00
Task 6. Final Report	ACRCB Chief Executive Officer	3	0.00	0.10	0.10	0	0	0	0	0	0	0	0	0	\$ 75.00	\$ 75.00	\$ 75.00	\$	\$ 1,500.00	\$ 1,500.00
	ACRCB Chief Executive Officer	3	0.00	0.10	0.10	0	0	0	0	0	0	0	0	0	\$ 75.00	\$ 75.00	\$ 75.00	\$	\$ 1,500.00	\$ 1,500.00
	ACRCB Resource Consultant II	3	0.00	0.10	0.00	0	0	0	0	0	0	0	0	0	\$ 41.35	\$ 41.35	\$ 41.35	\$ 1,240.00	\$	\$ 1,240.00
	Subtotal	-	-	-	-	-	-	-	0	0	0	0	0	0	-	-	-	\$ 2,740.00	\$	\$ 2,740.00

Task / Fiscal Year	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32	2032/33	2033/34	2034/35	2035/36						
LAFCO Chief Executive Officer	6	0.00	0.00	0.10	0	0	0	0	0	0	0	0	0	0	0	0	\$ 1,200.00	\$ 1,800.00				
LAFCO Chief Executive Officer	6	0.00	0.00	0.70	0	0	0	0	0	0	0	0	0	0	0	0	\$ 9,252	\$ 9,252	\$ 9,252	\$ 15,372.78	\$ 16,322.78	
LAFCO Resource Conservation Officer II																						
LAFCO Project Engineer	6	0.00	0.00	0.80	0	0	0	0	0	0	0	0	0	0	0	0	\$ 41.85	\$ 41.85	\$ 41.85	\$ 6,937.20	\$ 16,700.00	\$ 20,932.20
Printing, Advertising, Promotions, Other																						
Subtotal																	\$ 99,805.18	\$ 2,800.00	\$ 62,151.83			
Task 2 - Admin																						
LAFCO Chief	24	0.01475	0.0115	0.01175	0.75	0.5	0.75	2.25	0	6.75	\$ 75.00	\$ 75.00	\$ 75.00	\$	\$	\$	\$ 1,125.00	\$ 1,235.00				
LAFCO Chief	24	0.05	0.075	0.0175	0	1	1.5	0	12	31.5	\$ 72.00	\$ 72.50	\$ 72.50	\$ 2,303.43	\$	\$	\$ 8,550.5	\$ 2,644.00				
LAFCO Chief	24	0.0115	0.0115	0.0115	0.5	0.5	0.5	1.5	0	4.5	\$ 92.52	\$ 92.52	\$ 92.52	\$ 1,170.20	\$	\$	\$	\$ 1,170.20				
LAFCO Resource Conservation Officer II																						
Subtotal										12.75	16	11.75					\$ 4,213.80	\$ 2,000.00	\$ 8,213.66			
Grand Total										12.75	16	11.75					\$ 205,533.40	\$ 25,000.00	\$ 245,925.82			

LAFCO will be responsible for administering the grant funds, invoices and attending four stakeholder workshop meetings and one advisory committee meeting. LAFCO will contribute 135 hours of work for the period of the contract agreement.

Exhibit A-1
The Grant Agreement

Please refer to Attachment 1.

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[Faint data 8.1]	[Faint data 8.2]	[Faint data 8.3]	[Faint data 8.4]	[Faint data 8.5]
[Faint data 9.1]	[Faint data 9.2]	[Faint data 9.3]	[Faint data 9.4]	[Faint data 9.5]
[Faint data 10.1]	[Faint data 10.2]	[Faint data 10.3]	[Faint data 10.4]	[Faint data 10.5]

EXHIBIT B – CONTRACT PAYMENT TERMS

Professional fees include the design, preparation, client consultation and facilitation of the grant project described in the Scope of Work, as well as contractor’s own administrative costs and overhead. Professional fees will be billed on a monthly basis based on the staff hours and at the rates indicated in the scope of work and timeline. Fees are payable upon invoice following the completion of the work completed each month for each task. Fees may not exceed contract amount.

ACRCD will submit monthly invoices to the LAFCO Executive Officer. Invoices shall be submitted in a form that conforms to the requirements of the Grant Agreement, and nonconforming invoices may be rejected by Alameda LAFCo. Alameda LAFCo will then provide payment to ACRCD for those services rendered. The LAFCO Executive Officer will, in turn, submit those invoices to the Department of Conservation to seek repayment. In the event that the Department of Conservation denies an invoice and provides an opportunity for correction, Alameda LAFCo will notify ACRCD of the same and provide a reasonable amount of time for ACRCD to correct any deficiencies. Alameda LAFCo will then re-submit the corrected invoice. If, however, the Department of Conservation denies an invoice for which correction by ACRCD is not possible, or ACRCD fails to correct the deficiencies timely, Alameda LAFCo will subsequently submit an invoice to ACRCD to request a return of those funds and will not approve of any additional invoices until payment has been repaid to LAFCO. Alameda LAFCo will create a separate account similar to a revolving fund to manage the grant funds.

Alameda LAFCo’s obligation to pay for ACRCD’s work under this Agreement is contingent upon Alameda LAFCo’s ability to receive reimbursement for the cost of that work under the Grant Agreement. Should the Grant Agreement be terminated or suspended by the Department of Conservation for any reason, Alameda LAFCo shall notify ACRCD of the same at which time ACRCD shall stop work. Alameda LAFCo shall not be liable for any work performed by ACRCD subsequent to delivery of such a notice regardless of the conformity of that work to the terms of this Exhibit A, nor shall Alameda LAFCo be responsible for any costs associated with the work stoppage. In the event of such a termination or suspension, the parties shall promptly meet and confer to resolve any outstanding invoices. Alameda LAFCo shall use reasonable efforts to obtain from the Department of Conservation reimbursement for work performed prior to any termination or suspension of the Grant Agreement.

						Rate (\$ applicable)				Program		Program Budget	Actual Budget		
						\$/hour	\$/hour	Request (\$200K)	Request (\$200K)						
Task 1.1	Establishment of Database														
LAFCO Chief	A	0.10	0.10	0.00	4	0	0	12	0	\$ 25.00	\$ 75.00	\$ 75.00	\$ -	\$ 1,200.00	\$ 1,200.00
Administrative Support	4	1.50	2.00	0.00	40	40	0	120	80	\$ 97.52	\$ 97.52	\$ 97.52	\$ 14,401.93	\$ 1,600.00	\$ 15,462.43
ACRCD Executive Director															
ACRCD Executive Director															
ACRCD Project Specialist	4	1.20	2.00	0.00	72	72	0	216	120	\$ 41.31	\$ 41.31	\$ 41.31	\$ 12,371.60	\$ -	\$ 12,371.60
Professional Materials Printing Postage, Other															
Subtotal													\$ 45,375.13	\$ 3,800.00	\$ 51,875.13
Task 1.2	Database Management														
LAFCO Chief	11	0.00	0.10	0.30	0	4	0	44	11	\$ 75.00	\$ 75.00	\$ 75.00	\$ -	\$ 8,250.00	\$ 8,250.00
Administrative Support	14	0.00	0.50	0.50	0	20	0	280	140	\$ 97.52	\$ 97.52	\$ 97.52	\$ 17,202.83	\$ -	\$ 17,202.83
ACRCD Executive Director															
ACRCD Project Specialist															

ACRCD Project	00	000	000	100	0	00	00	0	000	000	\$	\$	\$	\$	\$	\$	\$
ACRCD Project																	
Subtotal																	
Task 3. Create Land Parcel Boundary																	
LAFCO Civil	8	0.00	0.10	0.00	0	0	0	0	0	0	\$ 15.00	\$ 15.00	\$ 15.00	\$	\$	\$ 900.00	\$ 900.00
ACRCD Chief	2	0.00	0.70	0.00	0	0	0	0	0	0	\$ 97.50	\$ 97.50	\$ 97.50	\$	\$	\$ 2,343.75	\$ 2,343.75
ACRCD Resource																	
ACRCD Project	3	0.00	0.00	0.00	0	0	0	0	0	0	\$ 41.25	\$ 41.25	\$ 41.25	\$	\$	\$ 2,916.00	\$ 2,916.00
Subtotal																	
Task 4. Draft																	
ACRCD Chief	3	0.00	0.21	0.00	0	0	0	0	0	0	\$ 97.50	\$ 97.50	\$ 97.50	\$	\$	\$ 1,631.25	\$ 1,631.25
ACRCD Resource																	
ACRCD Project	1	0.00	0.21	0.00	0	0	0	0	0	0	\$ 41.25	\$ 41.25	\$ 41.25	\$	\$	\$ 1,116.45	\$ 1,116.45
Subtotal																	
Task 5. Community																	
LAFCO Civil	2	0.00	0.10	0.10	0	0	0	0	0	0	\$ 75.00	\$ 75.00	\$ 75.00	\$	\$	\$ 900.00	\$ 900.00
ACRCD Chief	2	0.00	0.40	0.30	0	0	0	0	0	0	\$ 97.50	\$ 97.50	\$ 97.50	\$	\$	\$ 1,950.00	\$ 1,950.00
ACRCD Resource																	
ACRCD Project	1	0.00	0.21	0.00	0	0	0	0	0	0	\$ 41.25	\$ 41.25	\$ 41.25	\$	\$	\$ 1,116.45	\$ 1,116.45
Subtotal																	
Task 6. Final Maps																	
ACRCD Chief	2	0.00	0.00	0.00	0	0	0	0	0	0	\$ 97.50	\$ 97.50	\$ 97.50	\$	\$	\$ 1,950.00	\$ 1,950.00
ACRCD Resource																	
ACRCD Project	1	0.00	0.00	0.00	0	0	0	0	0	0	\$ 41.25	\$ 41.25	\$ 41.25	\$	\$	\$ 1,116.45	\$ 1,116.45
Subtotal																	
Task 7. Final Plan																	
LAFCO Civil	6	0.00	0.00	0.10	0	0	0	0	0	0	\$ 75.00	\$ 75.00	\$ 75.00	\$	\$	\$ 900.00	\$ 900.00
ACRCD Chief	6	0.00	0.00	0.30	0	0	0	0	0	0	\$ 97.50	\$ 97.50	\$ 97.50	\$	\$	\$ 1,950.00	\$ 1,950.00
ACRCD Resource																	
ACRCD Project	6	0.00	0.00	0.00	0	0	0	0	0	0	\$ 41.25	\$ 41.25	\$ 41.25	\$	\$	\$ 1,116.45	\$ 1,116.45
Subtotal																	
Task 8. Acctg																	
LAFCO Civil	26	0.01875	0.0125	0.01875	0.15	0.5	0.75	2.25	0	0	\$ 75.00	\$ 75.00	\$ 75.00	\$	\$	\$ 1,116.45	\$ 1,116.45
ACRCD Chief	20	0.05	0.025	0.0175	0	0	0	0	0	0	\$ 97.50	\$ 97.50	\$ 97.50	\$	\$	\$ 1,950.00	\$ 1,950.00
ACRCD Resource																	
ACRCD Project	20	0.0125	0.0125	0.0125	0.1	0.5	0.5	1.5	0	0	\$ 41.25	\$ 41.25	\$ 41.25	\$	\$	\$ 1,116.45	\$ 1,116.45
Subtotal																	
Grand Total																	

TOTAL CONTRACT NOT TO EXCEED

\$249,988

EXHIBIT C - MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements:

	TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D	<p><u>Endorsements and Conditions:</u></p> <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: the Alameda Local Agency Formation Commission (LAFCO), the individual members thereof, and all Alameda LAFCO officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to Alameda LAFCO. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to Alameda LAFCO. Acceptance of Contractor's insurance by Alameda LAFCO shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <ul style="list-style-type: none"> - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". 7. CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to Alameda LAFCO of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to Alameda LAFCO, evidencing that all required insurance coverage is in effect. Alameda LAFCO reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision. 	

State of California - Department of Conservation GRANT AGREEMENT DOC6 (revised 12/18)	GRANT AGREEMENT NUMBER: 3020-901 FISCal NUMBER:
1. This Grant Agreement is entered into by and between the Department of Conservation ("Department") and Alameda LAFCO ("Grantee") with Alameda County Resource Conservation District ("Partner" and "Subcontractor")	
2. The Grant Agreement Term is: From March 15, 2021 through March 14, 2023 (Or upon execution of this Grant Agreement by both parties, whichever is later)	
3. The maximum amount of this Grant Agreement is: \$250,000	
4. Signing this Grant Agreement means that Grantee agrees to comply with the terms and conditions of the following exhibits which are part of the Grant Agreement:	
Exhibit A, Scope of Work	4 Page(s)
Attachment 1: Authorized Signatory Form	1 Page(s)
Attachment 2: Work Plan	4 Page(s)
Attachment 3: Final Report	1 Page(s)
Exhibit B, Budget Detail and Payment Provisions	3 Page(s)
Attachment 4: Budget Detail Worksheet	1 Page(s)
Attachment 5: Invoice	3 Page(s)
Attachment 6: Invoice Dispute Notification Template	1 Page(s)
Exhibit C, General Terms and Conditions	3 Page(s)
Exhibit D, Special Terms and Conditions	6 Page(s)
Exhibit E, Award Letter	1 Page(s)
Exhibit F, Guidelines	92 Page(s)
IN WITNESS WHEREOF, this Grant Agreement has been executed by the Parties hereto.	
GRANTEE	
GRANTEE'S NAME	
Alameda LAFCO	
BY (Authorized Signature)	DATE SIGNED
<i>[Signature]</i>	
PRINTED NAME AND TITLE OF PERSON SIGNING	
Rachel Jones, Chief Executive Officer	
ADDRESS	
224 West Winton Avenue, Suite 10, Hayward, CA 94544	
STATE OF CALIFORNIA	
Agency Name: Department of Conservation	
BY (Authorized Signature)	DATE SIGNED
<i>[Signature]</i>	
PRINTED NAME AND TITLE OF PERSON SIGNING	
David Shabazian, Department Director	
ADDRESS	
801 K Street, MS 24-01, Sacramento, CA 95814	

Exhibit A, Scope of Work

1. Program Background

The Sustainable Agricultural Lands Conservation Program (SALC), a component of the Strategic Growth Council's (Council) Affordable Housing and Sustainable Communities Program, supports the California's greenhouse gas (GHG) emission reduction goals by making strategic investments to protect agricultural lands from conversion to more GHG intensive uses. Protecting critical agricultural lands from conversion to urban or rural residential development promotes smart growth within existing jurisdictions, ensures open space remains available, and supports a healthy agricultural economy and resulting food security. A healthy and resilient agricultural sector is becoming increasingly important in meeting the challenges occurring and anticipated as a result of climate change. Auction revenues from the Cap-and-Trade Program are deposited into the Greenhouse Gas Reduction Fund (GGRF), which the Legislature and Governor appropriate to a variety of programs such as the SALC and which operate under the umbrella of California Climate Investments. All projects funded by GGRF monies must reduce or avoid greenhouse gas emissions.

Agricultural Land Conservation Planning grants provide funds to cities and counties in collaboration with local stakeholders to develop and implement plans for the protection of agricultural land at risk of conversion to non-agricultural uses. This component of the program incentivizes local governments to work closely with local stakeholders to develop local and regional land use policies and implementation activities that integrate agricultural land conservation in a way that reduces greenhouse gas emissions, supports job creation, and benefits priority populations.

The Council identified the California Department of Conservation (Department) in conjunction with the Natural Resources Agency (Agency) to administer SALC. The Strategic Growth Council approved the roles of the Department and the Agency at its July 10, 2014 meeting. In addition, SALC has been developed in consultation with the California Department of Food and Agriculture.

2. The Project is Defined by the Application and Award Letter

The Council released the final Sustainable Agricultural Lands Conservation Program Grant Guidelines & Applications on February 25, 2020 ([Exhibit F](#)) (Guidelines). In accordance with the Guidelines, Grantee applied and was awarded a grant to fund the project described in the application. The project proposes to identify priority and critical areas for preservation proximal to urban growth boundaries, review existing ag conservation policies; identify infill development opportunities focused on healthy and resilient communities; and reduce greenhouse emissions by avoiding conversion. The project is subject to

**RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT
ALAMEDA COUNTY RESOURCE CONSERVATION DISTRICT VOLUNTEERS**

For and in consideration of the Alameda County Resource Conservation District (District) permitting _____ (Volunteer) to participate in conservation, mitigation, education and/or land stewardship projects located on lands involved in a District stewardship project, on _____ (Date) the undersigned hereby KNOWINGLY AND VOLUNTARILY RELEASES, DISCHARGES, WAIVES AND COVENANTS NOT MAKE A CLAIM AGAINST OR TO SUE THE DISTRICT; FRIENDS OF SAN LORENZO CREEK; ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA; ALAMEDA COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA; THEIR DIRECTORS, OFFICERS, AGENTS, AND/OR EMPLOYEES for any and all losses, liabilities, expenses, claims, suits, actions, damages, and/or liability including attorney's fees, arising out of or resulting from the strict liability or ordinary negligence of the District or any other volunteer or participant which causes the Volunteer and/or the undersigned property damage, injury, and/or death. By signing this agreement, the undersigned further releases and discharges, the District, its Directors, Officers, Agents, and/or Employees from any and all losses, expenses, suits, actions, damages, claims and/or liabilities for injuries, death, and/or property damage arising out of or resulting from the Volunteer's own negligence or recklessness.

The undersigned hereby expressly agrees to DEFEND, INDEMNIFY, AND HOLD HARMLESS the DISTRICT, FRIENDS OF SAN LORENZO CREEK; ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA; ALAMEDA COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, and their Directors, Officers, Agents, and/or Employees from and against any and all loss, liability, expense, claim, suit, and damage, including attorney's fees, arising out of or resulting from the any negligent acts, errors or omissions, or willful misconduct arising out of the activities, participation, and/or presence of the Volunteer and/or other volunteers or participants on the District's property or on property where the District is conducting conservation or mitigation projects.

The undersigned acknowledges that she/he is aware of the risks inherent in this activity and knowingly and voluntarily elects to accept all risks associated with this activity and the Volunteer's presence on the land where the activity is being conducted.

* * * * *

I acknowledge that I have carefully read this document and fully understand its contents. I am aware that it is a release of all claims, an assumption of all risk inherent in this activity, and an agreement to indemnify the District, HARD, and Alameda County. I am fully aware of the legal consequences of signing this document and I voluntarily sign my name evidencing my acceptance of its provisions.

Printed Name of Volunteer: _____

Signature of Volunteer's Parent or Legal Guardian (if volunteer is under age 18) _____

Address: _____

Emergency Contact Name and Phone Number: _____

Media Release

I give my full permission to the ACRCDD to use my or my child's name and/or pictures, or voice recordings for any publicity and promotion purposes.

Name

Signature

Date

Alameda County Resource Conservation District (ACRCDD)
3585 Greenville Rd. Suite 2, Livermore, CA 94550 www.acrcdd.org
Clean Water Volunteers

any conditions contained within the Award Letter ([Exhibit E](#)). This will be referred to as the "Project" throughout this Agreement.

3. Authorized Signers

The Department Director or designee is authorized to sign this Grant Agreement and grant-related documents on behalf of the Department.

Grantee's Authorized Signatory or designee is authorized to sign this Grant Agreement and grant-related documents as shown in the Authorized Signatory Form (Attachment 1).

Grantee must keep Authorized Signatory Forms up to date. Within seven (7) working days of any change to the authorized signatory or to the delegated authorized signatory, Grantee shall notify the Department in writing of the change. The written notice shall be sent as an electronic mail (email) attachment to be filed with the Grant Agreement.

4. Project Representatives

The project representatives are the contact people for the Department and Grantee. The project representatives during the term of this Grant Agreement are:

Department

Name	Title	Phone Number	Email
Melinda Kelley	Grant Manager*	(916) 678-0076	Melinda.kelley@conservation.ca.gov

* Unless otherwise stated within this Grant Agreement, all correspondence and documents to the Department of Conservation will be sent to the Grant Manager as described in Document Submission ([Exhibit A, Section 6](#)).

Grantee

Name	Title	Phone Number	Email
Rachel Jones	CEO	(510)670-6267	rachel.jones@acgov.org

Department and Grantee must keep the Project Representative(s) up to date. Any changes to the Project Representatives by either Grantee or Department shall be made by providing seven (7) working days advance written notice to the other party. The written notice shall be sent as an electronic mail (email) attachment to be filed with the Grant Agreement.

5. Grantee Responsibilities

Grantee is responsible for:

- A. Using grant funds only as intended for the Project.
- B. Completing work on time and within budget. This includes meeting all milestones and deliverables, as described in the Work Plan ([Attachment 2](#)) and in accordance with the Budget Detail Worksheet ([Attachment 4](#)), unless otherwise agreed to by all parties through the amendment process described in Exhibit B, Section 7.
- C. Submitting invoices for reimbursement using the Invoice ([Attachment 5](#)) template, including any supporting documents.
- D. Submitting a final report with the last invoice, using the Final Report template ([Attachment 3](#)).
- E. Complying with all terms and conditions of this Grant Agreement, including all incorporated documents.
- F. Complying with statutes, rules, and regulations applicable to this Grant Agreement.
- G. Maintaining an accounting system that accurately reflects all fiscal transactions and provides accounting information, retaining all records and required documents as specified in [Exhibit C, Section 4](#), and providing all required documents during an audit, as specified in [Exhibit C, Section 5](#).

6. Document Submission

- A. Electronic Mail

When this Grant Agreement requires Grantee to give invoices, reports, or other documents to the Department, Grantee must use email unless this Grant Agreement specifically requires that the document be sent by mail. All email must contain the Grant Agreement number and Grantee's name in the subject line.

- B. Mail Service/Courier Service

Correspondence and documents submitted through mail, certified mail, or courier service must use the following address:

Department of Conservation
Division of Land Resource Protection
Attn: Melinda Kelley (3020-901)
801 K Street, 14th Floor, MS 14-15
Sacramento, CA 95814

7. Reporting Requirements

When the Project is completed, Grantee must submit a Final Report with the last invoice. To complete and submit the Final Report:

- A. Submit the Final Report with the last invoice. If Grantee does not submit the Final Report with the last invoice, then the last invoice will be considered incomplete and returned following process specified in [Exhibit D, Section 5](#).
- B. Use the Final Report Template, which is attached as [Attachment 3](#).
- C. Make sure the Final Report is signed by the person authorized to sign on the most current Authorized Signatory Form ([Attachment 1](#)).
- D. Put enough detail in the Final Report to show that Grantee fulfilled the terms of the Grant Agreement and should be paid for completing the project.

Attachment 2: Work Plan

Work Plan			
Task Number	Performance Measure	Timeline	Total Requested Grant Funds
<p>Task 1. Establishment of Stakeholder Group</p> <p>Identify Stakeholders and conduct meetings to identify Stakeholder concerns.</p> <p><i>Subtask A:</i> Conduct preparatory background research.</p> <p><i>Subtask B:</i> Identify key agencies with planning responsibilities including unincorporated areas of Alameda Co.</p> <p><i>Subtask C:</i> Prepare and send introductory letter and survey.</p> <p><i>Subtask D:</i> Compile and communicate responses from survey.</p> <p><i>Subtask E:</i> Develop Stakeholder group, ensuring areas of needed expertise are integrated.</p> <p><i>Subtask F:</i> Create agendas for and schedule Stakeholder meetings.</p> <p><i>Subtask G:</i> Summarize and communicate Stakeholder feedback.</p> <p><i>Subtask H:</i> Create announcement of SALC grant project commencement county-wide, including description of primary goals.</p>	<p>Deliverables:</p> <ul style="list-style-type: none"> • Draft list of relevant policies • List of potential Stakeholders • Invitation letter and questionnaire • Summary of survey responses • Stakeholder group roster • Meeting notes • Summary of feedback from Stakeholders as a basis for entering Task 2 • Project announcement <p>Milestones:</p> <ul style="list-style-type: none"> • Creation of Stakeholder Group (May 2021) • Stakeholder Meetings (x 2, June 2021) 	4 months	<p>\$48,375.53 from grant</p> <p>\$3,200.00 from match</p>
<p>Task 2. Stakeholder Planning Process</p> <p>With Stakeholder participation, develop a comprehensive analysis of existing regulatory policies and suggest strategies</p>	<p>Deliverables:</p> <ul style="list-style-type: none"> • Final list of relevant regulations, policies, 	14 months	\$79,222.63 from grant

<p>to account for policy gaps, inconsistencies, overlap and redundancies, as they relate to sustainable agricultural lands conservation in Alameda County.</p> <p><i>Subtask A:</i> Continue (from Task 1) to identify and review regulations and policy documents relevant to agricultural lands conservation within Alameda County.</p> <p><i>Subtask B:</i> Convene committees to discuss and address inconsistencies in policies relevant to agricultural lands conservation in Alameda County.</p> <p><i>Subtask C:</i> Summarize existing policy, highlighting gaps, overlap, and redundancies.</p> <p><i>Subtask D:</i> Draft summary of findings.</p>	<p>and related source material</p> <ul style="list-style-type: none"> • First draft summary of findings <p>Milestones:</p> <ul style="list-style-type: none"> • Stakeholder Meetings (approximately 6: committees meet periodically, full Stakeholder group meets at beginning and culmination of mapping and planning steps) 		<p>\$6,200.00 from match</p>
<p>Task 3. Create prioritization criteria to rank agricultural land parcels for preservation precedence.</p> <p>Research and gather current sources of information to develop ranking criteria needed to update inventories of (i) lands at risk of conversion from agricultural land use to more intensive GHG-emitting land-use practices, as well as of (ii) lands that are protected.</p> <p><i>Subtask A:</i> For at-risk lands inventory, effort will concentrate on lands along urban growth boundaries, in unincorporated areas, in priority development areas within urban infill, and those of special environmental significance, e.g., areas of high carbon sequestration potential.</p> <p><i>Subtask B:</i> For protected lands inventory, effort will concentrate on lands including Williamson Act acquisitions and other specified open-space lands within Alameda County, recording term of conservation agreement per parcel.</p> <p><i>Subtask C:</i> Identify pertinent characteristics for ranking priority acquisitions of at-risk agricultural lands in proximity to urban growth boundaries and unincorporated areas of Alameda County.</p> <p><i>Subtask D:</i> Identify pertinent characteristics for ranking priority siting of community gardens within infill development areas.</p>	<p>Deliverables:</p> <ul style="list-style-type: none"> • Ranking criteria to use in identification of agricultural land parcels for preservation (Subtask 4a), with description of metrics informing ranking protocol. • Ranking criteria to use in identification of potential locations for urban garden placement (Subtask 4b), with description of metrics informing ranking protocol. 	<p>3 months</p>	<p>\$10,207.28 from grant</p> <p>\$2,900.00 from match</p>

<p>Task 4. Create a draft map of relevant layers for land prioritization.</p> <p>Based on efforts in Task 3 and subtasks below, comprehensive priority draft maps will be developed.</p> <p><i>Subtask A:</i> Identify existing layers of GIS data, create layers from other pertinent digitizable information, create draft map with layers of GIS data for at-risk agricultural lands in proximity to urban growth boundaries and unincorporated areas within Alameda County.</p> <p><i>Subtask B:</i> Identify existing layers of GIS data, create layers from other pertinent digitizable information, create draft map with layers of GIS data for priority siting of urban agricultural/ community gardens within infill development areas.</p>	<p>Deliverables:</p> <ul style="list-style-type: none"> • First draft map of high-priority parcels for conservation acquisition of agricultural lands in proximity to city urban growth boundaries and unincorporated areas within Alameda County. • First draft map of optimal urban agricultural/ community garden locations within potential infill development areas of Alameda County. • Updated inventory of at-risk agricultural lands in Alameda County. • Updated inventory of protected agricultural lands in Alameda County. 	<p>3 months</p>	<p>\$23,408.01 from grant</p> <p>\$2,000.00 from match</p>
<p>Task 5. Community Outreach</p> <p><i>Sub-Task A:</i> Plan, prepare for and conduct meetings with community groups to share ranking and incentive structures.</p> <p><i>Sub-Task B:</i> Create a summary of the second round of feedback from community groups as a basis for recommendations.</p> <p><i>Subtask C:</i> Create media (e.g., press releases and web articles) summarizing project progress.</p>	<p>Deliverables:</p> <ul style="list-style-type: none"> • Summary of community feedback from meeting, and ensuing recommendations. • Bring community concerns back to Stakeholder group. • Outreach materials. <p>Milestones:</p>	<p>3 months</p>	<p>\$23,287.82 from grant</p> <p>\$3,900.00 from match</p>

	<ul style="list-style-type: none"> Community meetings (x2-3) 		
<p>Task 6. Completion of final maps</p> <p>Create and present final maps at Board of Supervisors Meetings.</p> <p><i>Subtask A:</i> Create final priority parcel map of high-priority parcels for conservation acquisition of agricultural lands in proximity to city urban growth boundaries and unincorporated areas within Alameda County.</p> <p><i>Subtask B:</i> Create final priority parcel map of optimal urban agricultural community garden locations within potential infill development areas of Alameda County.</p>	<p>Deliverables:</p> <ul style="list-style-type: none"> Final map of high-priority parcels for conservation acquisition of agricultural lands in proximity to city urban growth boundaries and unincorporated areas within Alameda County. Final map of optimal urban agricultural/ community garden locations within potential infill development areas of Alameda County. 	2 months	<p>\$22,204.74 from grant</p> <p>\$1,000.00 from match</p>
<p>Task 7. Final Plan Development and Review</p> <p><i>Subtask A:</i> Finalize summary of plan and policy recommendations.</p> <p><i>Subtask B:</i> Present recommendations at three meetings:</p> <ol style="list-style-type: none"> LAFCO Board of Directors Board of Supervisors ACRCD Board of Directors <p><i>Subtask C:</i> Distribute final document to Stakeholders and other relevant State agencies.</p>	<p>Deliverables:</p> <ul style="list-style-type: none"> Final presentation of planning document and recommendations for implementation of new policies and/ or regulations. 	6 months	<p>\$39,065.18 from grant</p> <p>\$3,800.00 from match</p>
<p>Task 8. Administration</p> <p>Grant administration (e.g., invoicing, invoice review, document signing)</p>	<p>Deliverables:</p> <ul style="list-style-type: none"> Invoices Signed contract documents 	24 months	<p>\$4,213.60 from grant</p> <p>\$2,000.00 from match</p>

Attachment 3: Final Report

Final Report	Date Submitted:
Grantee Name:	Grant Number:
Project Name:	

1. Based on your experiences with this grant program, please provide feedback about how the Department can improve future grant programs.
2. Briefly summarize the Project's results and outcomes, including how the goals and objectives were accomplished, findings or conclusions, and planned or potential future projects that may result from the Project. Include a list of other sources of funding that were secured, directly or indirectly, through this Project.
3. Describe and explain any differences between the planned results, as listed in the Work Plan ([Attachment 2 to the Grant Agreement](#)), and the actual results. Include a discussion of any problems, barriers, or issues that occurred during the Project, corrective actions taken, and the outcomes.
4. Explain any plans to continue funding for the Project, and/or to expand, modify, or replicate the Project.
5. Attach any relevant documents to this report. If the documents cannot be sent electronically, notify the Grant Manager.

I certify that this Final Report is accurate and that this project complies with the Agreement. I further certify that any expenditure discussed in this report is allowed under the Agreement and that all funds were expended for the purposes of this Project.

Agreement and that all funds were expended for the purposes of this Project.

Name:

Title:

Signature:

Date:

Exhibit B, Budget Detail and Payment Provisions

1. Payment

- A. To receive payments of grant funds, Grantee must submit an invoice. Advance payments are not permitted under this Grant Agreement.
- B. Upon receipt and approval of an itemized invoice and required supporting documentation, the Department agrees to reimburse Grantee for actual expenditures for work completed, in accordance with the rates specified in the Budget Detail Worksheet ([Attachment 4](#)).
- C. The Department may withhold final payment until all terms of the Grant Agreement have been satisfied.
- D. Payment shall be made within forty-five (45) days upon receipt and approval of an invoice. Failure to comply with requirements may result in non-payment or delayed payment.
- E. For cost principles, see [Exhibit B, Section 5](#).

2. How to Submit Invoices

- A. Send the invoices to the Grant Manager by email. Include the Grant Agreement number and Grantee's name in the subject line.
- B. Send invoices regularly, to keep getting paid. Grantee shall submit invoices no more frequently than monthly, in arrears, to the Grant Manager.
- C. A request for payment shall consist of:
- D. The Invoice ([Attachment 5](#)) on official letterhead and signed by the Authorized Signatory, or authorized designee on file with the Department ([Exhibit A, Section 3](#)), certifying the expenditures are for actual expenses for the tasks performed under this Grant Agreement.
- E. Each cost category and task must correspond to a cost category and task identified in the Budget Detail Worksheet ([Attachment 4](#)).
- F. Supporting documentation for reimbursement of funds.
- G. Supporting documentation (e.g., timesheets, activity logs, cancelled checks) for matching funds does not need to be submitted to the Department but should be retained by Grantee in the event of an audit ([Exhibit C, Section 5](#)).
- H. At any time, the Department may request hard copies of invoices, reports, supporting documentation, and evidence of progress.

3. Invoice Dispute

In the event of an invoice dispute, see [Exhibit D, Section 5](#).

4. Budget Contingency Clause

- A. If the Budget Act of the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall have no further force nor effect. In this event, the Department shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under

this Grant Agreement, and Grantee shall not be obligated to perform any provisions of this Grant Agreement.

- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the Department shall have the option to either cancel this Grant Agreement with no liability occurring to the Department or offer an amendment to reflect the reduced amount.

5. Cost Principles

- A. All costs to be reimbursed must be consistent with the Guidelines ([Exhibit E](#)).
- B. All costs to be reimbursed must be reasonable, as defined in the Guidelines ([Exhibit F](#)).

6. Travel Reimbursement

Travel expenses directly related to the performance of this Grant Agreement will be subject to the State of California travel reimbursement rates in effect during the term of this Grant Agreement.

- A. The Department will only reimburse for actual expenditures incurred for in-state travel as specified in the Guidelines ([Exhibit F](#)).
- B. Grantee shall maintain, and submit upon request, detailed travel records and supporting documents (e.g., travel request and approval forms, expense claims, invoices, receipts for lodging and transportation) showing the date and purpose of the grant-related travel, destination, and, in the case of travel by automobile, the number of miles driven.
- C. Grantee shall ensure travel costs are included in the Budget Detail Worksheet ([Attachment 4](#)) and are tied to tasks and deliverables in the Work Plan ([Attachment 2](#)).
- D. Grantee and any person traveling pursuant to this Grant Agreement shall indemnify and hold harmless the Department and State of California for any liabilities resulting from such travel.

7. Budget Modifications

- A. Grantee must keep the [Budget Detail Worksheet](#) up to date.
- B. Changes up to twenty percent (20%) between tasks shall be made by providing written notice with or before submission of an invoice. If submitted before the invoice, the written notice shall be sent as an electronic mail (email) attachment to be filed with the Grant Agreement.
- C. Changes of more than twenty percent (20%) between tasks shall follow the amendment process, specified in [Exhibit B, Section 8](#).

8. Amendments

- A. This section applies to any changes to this Grant Agreement, excluding the following:
 - i. Changes to the Authorized Signatory Form ([Attachment 1](#)). For changes to the Authorized Signatory Form see [Exhibit A, Section 3](#).

- ii. Changes to project representatives, see [Exhibit A, Section 4](#).
 - iii. Changes to the Budget Detail Worksheet of up to twenty percent (20%) between tasks, see [Exhibit B, Section 7](#).
- B. Except as otherwise specified, Grantee must request and obtain prior written approval before any change (amendment) to this Grant Agreement is valid.
- C. Request for amendments must:
- i. Be prepared, in writing, on official letterhead and signed by the Authorized Signatory or designee on file with the Department.
 - ii. Be submitted to the Grant Manager at least two (2) months prior to when the amendment is needed.
 - iii. Include the Grant Agreement number, a detailed explanation of the proposed amendment, reason for the amendment, and the effect of not approving the request.
 - iv. Include a copy of the document(s) requested for amendment that shows the requested changes.
- D. The Grant Manager will respond in writing within fifteen (15) working days from receipt of request to approve or deny the request for amendment, including the reason for the decision.
- E. The Grant Manager will process amendments within thirty (30) days of the approval date. The amendment will not be in effect until both parties have signed the Grant Agreement amendment.

STATE OF CALIFORNIA
 Department of Conservation
GRANT AGREEMENT
 Sustainable Agricultural Lands Conservation Program

Alameda LAFCO
 3020-901
 Agricultural Land Conservation Planning Grant
 Page 16 of 31

AECD0141	24	005	0075	00175	0	1	15	0	10	155	\$ 7751	\$ 7750	\$ 7750	\$ 3,000.01	\$ 319.05	\$ 7,494.09
AECD0141	24	00125	00125	00125	05	05	05	15	0	65	\$ 9751	\$ 9751	\$ 9751	\$ 1,170.00	\$ -	\$ 1,170.00
AECD0141																
AECD0141																
AECD0141																
Subtotal							12.75	35	11.25	-	-	-	\$ 4,210.00	\$ 2,000.00	\$ 6,210.00	
Grand Total							197	191	1100	-	-	-	\$ 242,944.00	\$ 212,000.00	\$ 274,910.00	

Attachment 5, Invoice

Department of Conservation

Date:

Division of Land Resource Protection

Email required invoice documents to: Grant Manager

Invoice Number:

Grantee Name:

Grant Number:

Project Name:

Invoice Period From: To:

Cost Category	Task #1	Task #2	Task #3	Task #4	Total
Staff					
Current Total					
Cumulative Total					
Allocated Total					

Cost Category	Total
Administration (not to exceed 20%)	
Travel	
Cumulative Total	
Allocated Total	

Work Plan Task #	Description of Work Completed

	<i>Please refer to specific deliverables in the Budget and Work Plan.</i>

Status Update			
Work Plan Task #	On Schedule (Y/N)	Within Budget (Y/N)	Corrective Plan or Action, if needed

CERTIFICATION: By my signature below, I certify that I have full authority to execute this payment request on behalf of Grantee. I declare under penalty of perjury, under the laws of the State of California, that this invoice for reimbursement, and any accompanying supporting documents, are true and correct to the best of my knowledge, and all disbursements have been made for the purposes and conditions as outlined in the Grant Agreement.

Name:

Print Name:	Print Title:
Signature:	Date:

Attachment 6, Invoice Dispute Notification

GRANTEE ADDRESS		INVOICE DATE
		INVOICE NUMBER
		INVOICE AMOUNT
		\$
		DATE INVOICE RECEIVED
		GRANT AGREEMENT NUMBER

The invoice referenced above is disputed for the following reasons:

- Request reimbursement for expenses not in the Budget Detail
- Invoiced for indirect cost reimbursement
- Invoiced for incidental costs or travel costs outside of CA
- Work performed prior to the Grant start or end date
- Insufficient evidence of progress made or task completion
- Invoice submitted without using required templates
- Insufficient supporting document for reimbursement
- Progress Report or Final Report not included with invoice
- Invoice not submitted by 5:00 p.m. on the required due date
- Request reimbursement through another funding source
- Other not listed above:

Comments:

THIS NOTIFICATION IS A FOLLOW UP TO A PHONE CONVERSATION WITH THE GRANTEE OR DESIGNEE WHOSE NAME APPEARS BELOW.

NAME	DATE OF CONVERSATION
------	----------------------

IF YOU HAVE ANY QUESTIONS REGARDING THIS DISPUTE, CONTACT:

NAME	TELEPHONE NUMBER (include Area Code)
------	--------------------------------------

RETURN A COPY OF THIS NOTIFICATION WITH THE CORRECTED INVOICE TO:	STATE OF CALIFORNIA USE ONLY	
	DATE DISPUTE RESOLVED	INITIALS
	RESOLUTION	

Exhibit C, General Terms and Conditions

1. Approval

This Grant Agreement is of no force or effect until signed by both parties. Grantee may not commence performance until such approval has been obtained.

2. Amendment

No change to this Grant Agreement shall be valid unless made in accordance with [Exhibit A, Section 3 or 4](#), or [Exhibit B, Section 7](#). No oral understanding or change not incorporated in this Grant Agreement is binding on any of the parties.

3. Assignment

This Grant Agreement is not assignable by Grantee, either in whole or in part, without the consent of the Department in the form of an amendment.

4. Records Retention

- A. Grantee shall establish an official file containing adequate documentation of all actions taken with respect to the Project, including copies of the Grant Agreement, changes, amendments, letters, email correspondence, financial records, and required reports for a minimum of four (4) years following the final payment of funds or until completion of any action and resolution of all issues which may arise as a result of an audit, whichever is later.
- B. Grantee shall adequately protect all records, physical and electronic, from loss, damage, or destruction during the four (4) year retention period.

5. Audit

- A. Grant funded projects are subject to audit by the State of California during the grant term and for up to four years following the termination of the grant agreement. Grantee agrees that the Department, Department of Finance, Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement. The audit may consist of examining and auditing pertinent books, documents, papers, and records including financial transactions and supporting documents, general accounting systems, internal controls, management practices, policies, and procedures pertaining to the performance of this Grant Agreement.
- B. At any time, the Department, Department of Finance, Bureau of State Audits, or their designated representative may request to review Grantee's records to ensure proper grant management. Grantee shall be given advance notice when the grant-funded Project is selected for an audit or review by the Department, Department of Finance, Bureau of

State Audits, or their designated representative. Grantee agrees to allow the auditor(s) access to such records during normal business hours, excluding State of California holidays, and to allow Interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the Department to audit records and interview staff in any subcontract related to performance of this Grant Agreement in accordance with Government Code section 8546.7. Grantee shall comply with the above and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code section 10115.10.

6. Indemnification

Grantee agrees to indemnify, defend, and hold harmless the State of California, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all Grantees, partners, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Grantee in the performance of this Grant Agreement.

7. Disputes

Grantee shall continue with the responsibilities under this Grant Agreement during any dispute.

8. Independent Grantee

Grantee, and the agents and employees of Grantee, in the performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the Department.

9. Non-Discrimination Clause

During the performance of this Grant Agreement, Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, color, ancestry, national origin, religion, creed, age (over 40), mental disability, physical disability, sex, gender (including pregnancy, childbirth, breastfeeding, or related medical conditions), sexual orientation, gender identity, gender expression, medical condition, genetic information, marital status, and military and veteran status. Grantee and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of

the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Grant Agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Grant Agreement.

10. Timeliness

Time is of the essence in this Grant Agreement. The Department and Grantee will work collaboratively to ensure this Grant Agreement is administered in a timely fashion.

11. Governing Law

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

12. Unenforceable Provision

If any provision of this Grant Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Grant Agreement have force and effect and shall not be affected thereby.

Exhibit D, Special Terms and Conditions

1. Compliance with Laws and Regulations

By signing this Grant Agreement, Grantee certifies that it shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits and shall secure any new permits required by authorities having jurisdiction over the Project(s) and maintain all presently required permits. Grantee shall ensure that any applicable requirements of the California Environmental Quality Act are met in order to carry out the terms of this Grant Agreement.

2. Subcontractors

The Department's contractual relationship is with Grantee, and not any of its subcontractors. Grantee is entitled to make use of its own staff and subcontractors, as identified in the Budget Detail Worksheet ([Attachment 4](#)), and will comply with its own competitive bidding and sole sourcing requirements for subcontracts that arise out of or in connection with this Grant Agreement. Grantee shall manage, monitor, and accept responsibility for the performance of its own staff and subcontractors, and will conduct Project activities and services consistent with professional standards for the industry and type of work being performed under this Grant Agreement.

Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the Department and any subcontractors, and no subcontract shall relieve Grantee of its responsibilities and obligations hereunder. Grantee agrees to be as fully responsible to the Department for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Grantee. Grantee's obligation to pay its subcontractors is an independent obligation from the Department's obligation to make payments to Grantee. As a result, the Department shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

3. No Third-Party Beneficiaries

This Grant Agreement is not intended for the benefit of any person or entity other than the parties, and no one other than the parties themselves may enforce any of the rights or obligations created by this Grant Agreement.

4. Project Monitoring and Oversight

Project monitoring and oversight is essential to ensure the Project stays within scope and is completed on schedule and within budget in accordance with this Grant Agreement.

5. Dispute Resolution

A. Invoice Disputes

- i. In the event of an invoice dispute, the Grant Manager will notify Grantee by phone and follow up in writing using the Invoice Dispute Notification Template ([Attachment 6](#)) within ten (10) working days of receipt of the disputed invoice.
- ii. During the dispute, both parties shall deal in good faith to resolve the dispute. Grantee shall continue to meet its responsibilities and obligations under the terms of this Grant Agreement.
- iii. If Grantee contests the decision made by the Grant Manager, Grantee shall submit a written "Notice of Dispute" on official letterhead, according to Subsection C below.

B. General Disputes

- i. In the event of a dispute unrelated to the dispute of an invoice, Grantee shall first attempt to resolve the dispute with the Grant Manager.
- ii. Both parties shall deal in good faith and attempt to resolve the dispute informally.
- iii. Grantee shall continue to meet its responsibilities and obligations under the terms of this Grant Agreement during a dispute.
- iv. If Grantee contests the decision made by the Grant Manager, Grantee shall submit a written "Notice of Dispute" on official letterhead, according to Subsection C below.

C. Contesting a Dispute Decision

- i. If Grantee contests a decision made by the Grant Manager, Grantee may submit a written "Notice of Dispute" on official letterhead. The "Notice of Dispute" shall include:
 - The Grant Agreement number
 - A complete description of the basis for the dispute
 - Legal authority or pertinent facts, supporting arguments and documentation
 - Action requested for resolution

The "Notice of Dispute" shall be sent to:

Department of Conservation
Division of Land Resource Protection
Attn: Division Director
801 K Street, 14th Floor, MS 14-15
Sacramento, CA 95814

- ii. Within 30 days after receipt of the "Notice of Dispute," the Division Director shall review the dispute and submit a written decision to Grantee, which shall include:
 - The decision made
 - An explanation for the decision
 - Whether the decision shall be conclusive and binding or can be appealed and the steps to take to appeal the decision

6. Termination

- A. Completion of Project. This Grant Agreement shall terminate upon completion of the project and payment of the last invoice.
- B. Early Termination. Either Party may terminate this Grant Agreement upon thirty (30) days advance written notice by certified mail to the other Party. The notice shall specify the reason for early termination and may permit Grantee or Department to rectify any deficiency(ies) prior to the early termination date.

7. Waiver of Rights

- A. Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the Department, its officers, agents, or employees for any liability arising from, growing out of, or in any way connected with this Grant Agreement.
- B. Grantee waives all claims and recourses against the Department, including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this Grant Agreement, except claims arising from the gross negligence of the Department, its officers, agents, and employees.
- C. None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing.

8. Insurance Requirements

- A. Grantee that is a governmental organization may provide evidence of self-insurance to satisfy this requirement.
- B. If Grantee is not a governmental organization or is a governmental organization that is unable to provide evidence of self-insurance, then it shall obtain and keep in force for the term of this Agreement the following insurance policies that cover any acts or omissions of Grantee, its subcontractors, or its employees engaged in the provision of service specified in this Agreement:
 - i. Workers' Compensation Insurance in an amount of not less than \$1,000,000 in accordance with the statutory requirement of the State of California (California Labor Code § 3700 et seq.).
 - ii. Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence for bodily injury and property damage combined.

- iii. Motor vehicle liability insurance in an amount not less than \$1,000,000 per accident for bodily injury and property damage combined. Such insurance shall cover liability arising out of any motor vehicle including owned or hired, and non-owned motor vehicles.
- C. The State of California, its officers, agents, and employees are included as additional insured, but only with respect to work performed for the State of California under this Grant Agreement. The additional insured endorsement must accompany the certificate of insurance.
- D. Grantee shall submit proof of insurance documents referencing this Grant Agreement number to the Department electronically within thirty (30) days of signing this Grant Agreement.
- E. Grantee shall notify Department in writing within five (5) working days of any cancellation, non-renewal, or material change that affects required insurance coverage.
- F. Grantee shall submit proof of new or updated policy based on insurance requirements within thirty (30) days of policy cancellation or substantial policy change. Failure to provide proof of insurance may result in termination of this Grant Agreement.

9. Stop Work

If it is determined, at the sole discretion of the Department, that Grantee is not meeting the terms and conditions of this Grant Agreement, immediately upon receiving a written notice through certified mail from the Department to stop work, Grantee shall cease all work under this Grant Agreement. The Department has the sole discretion to determine that Grantee meets the terms and conditions after a stop work order, and to send through certified mail a written notice to Grantee to resume work under this Grant Agreement.

10. Publicity

Grantee agrees that it will acknowledge the Department's support whenever activities or projects funded, in whole or in part, by this Grant Agreement are publicized in any news media, brochures, articles, seminars, websites, or other type of promotional material.

Grantee shall also include in any publication resulting from work performed under this grant an acknowledgment substantially as follows:

"The work upon which this publication is based was funded in whole or in part through a grant awarded by the California Department of Conservation."

Media: Grantee is required to identify a point of contact for all press inquiries and communications needs related to the Project and provide the name, phone number, and email address of this individual to the Department. All press releases must be approved by the Department prior to distribution, and the

Department must be alerted and invited to participate in all press conferences related to the grant.

Social Media: Grantee is encouraged to use social media to inform and share with the public activities under this Grant Agreement. Furthermore, the Department should be tagged on all posts related to activities under this Grant Agreement.

All publicity must comply with the Publicity and Confidentiality requirements set forth in the Guidelines ([Exhibit F](#)).

11. Drug-Free Workplace Certification

In signing this Grant Agreement, Grantee certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- B. Establish a Drug-Free Awareness Program to inform employees about:
 - i. The dangers of drug abuse in the workplace.
 - ii. The person's or organization's policy of maintaining a drug-free workplace.
 - iii. Any available counseling, rehabilitation, and employee assistance programs.
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
- C. Every employee who works on this Grant Agreement will:
 - i. Receive a copy of the company's drug-free workplace policy statement.
 - ii. Agree to abide by the terms of the company's statement as a condition of employment on this Grant Agreement.

Failure to comply with these requirements may result in suspension of payments under this Grant Agreement or termination of this Grant Agreement or both, and Grantee may be ineligible for award of any future State of California agreements if the Department determines that any of the following has occurred: Grantee has made false certification, or violated the certification by failing to carry out the requirements as noted above (Gov. Code §8350 et seq.).

12. Americans with Disabilities Act

Grantee assures the Department that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of

disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.).

13. Air/Water Pollution Violation Certification

Under State of California laws, Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the California Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

14. Payee Data Record Form - STD 204

This form must be completed by all Grantees that are not another state agency or other governmental entity.

Exhibit E, Award Letter

DocuSign Envelope ID: 8A6DDEB3-FD5A-43D2-BE7C-46EC29AA3074



California
Department of Conservation
Division of Land Resource Protection

Govin Newsom, Governor
David Shobezen, Director

January 13, 2021

Rachel Jones
Alameda LAFCO
Via Email to: rachel.jones@acgov.org

Re: Planning Grant Application for Sustainable Agricultural Lands Conservation Program Funding

Dear Ms. Jones:

Thank you for your planning grant application to the Sustainable Agricultural Lands Program solicitation. The Department of Conservation received over \$2.4 million in planning grant applications. We are pleased to have received so many quality proposals demonstrating a strong commitment to local and regional planning efforts that protect and restore agricultural lands at risk of conversion to other uses.

It is my pleasure to inform you that your proposal has been awarded \$249,988.32 in project funding.

Department of Conservation staff will work with you to complete the draft grant agreement. Staff will also work with you to update the budget, work plan, or other elements of your grant proposal as appropriate. The grant agreement must be fully executed before expenses can be incurred.

We look forward to working with you and wish you success in implementing your work plan. Should you have any questions, please contact Melinda Kelley, grant manager, via email at melinda.kelley@conservation.ca.gov.

Thank you for your interest in our program!

Sincerely,



Keali'i Bright
Director, Division of Land Resource Protection

Exhibit F, Guidelines

[Insert Guidelines here.] Will be inserted with PDF version

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LAFCO

Alameda Local Agency Formation Commission

AGENDA REPORT

March 9, 2023

Item No. 3c

TO: Alameda Commissioners

FROM: Rachel Jones, Executive Officer

SUBJECT: Budget Update for Fiscal Year 2022-2023 | Quarterly Report

The Alameda Local Agency Formation Commission (LAFCO) will review a report comparing budgeted to actual transactions for fiscal year 2022-2023. Actual expenses processed through the first eight months totaled \$363,409, an amount representing 48.7% of the budgeted total with two-thirds of the fiscal year complete. The report is being presented to the Commission to accept, file, and provide direction to staff as needed.

Information

Alameda LAFCO’s adopted final budget for 2022-2023 totals \$746,429. This amount represents the total approved operating expenditures for the fiscal year divided between three active expense units: salaries and benefits; services and supplies; and internal services. A matching revenue total was also budgeted to provide a balanced budget and with a purposeful aid of a planned \$250,000 transfer from reserves. Budgeted revenues are divided amongst three active units: intergovernmental contributions, application fees, and investments.

Discussion

This item is for the Commission to receive an updated comparison of (a) budgeted to (b) actual expenses and revenues through the month of February. The report provides the Commission the opportunity to track expenditure trends accompanied by year-end operating balance projections from the Executive Officer. The report is being presented to the Commission to formally accept, file, and provide related direction to staff as needed.

Budgeted Expenses FY 22-23	Budgeted Revenues FY 22-23	Budgeted Year End Balance FY 22-23
\$746,428	\$746,429	\$1

Summary of Operating Expenses

The Commission’s budgeted operating expense total for 2022-2023 is \$746,428. Actual expenses processed through the first eight months totaled \$363,409, an amount representing 48.7% of the budgeted total with two-thirds of the fiscal year complete. Actuals through the first eight months and related analysis suggest the Commission is ahead to finish the fiscal year with a balanced budget. A discussion on budgeted and actual expenses through the first eight months and related year-end projections follow.

Expense Units	Adopted	Actuals	Percent Expended	Remaining Balance
Salaries and Benefits	400,491	265,155	66%	135,336
Services and Supplies	215,987	85,411	40%	130,576
Internal Service Charges	79,950	12,843	16%	67,107
Contingencies	50,000	0	0%	50,000
	\$746,428	\$363,409	49%	\$383,019

Staffing Unit

The Commission budgeted \$400,491 in the Staffing or Salaries and Benefits Unit for 2022-2023. Through the first eight months, the Commission’s estimated expenses within the affected accounts totaled \$265,155 or 66% of the budgeted amount. It is projected the Commission will finish the fiscal year with actuals equal to the budgeted amount.

Services and Supplies Unit

The Commission budgeted \$215,987 in the Services and Supplies Unit for 2022-2023 to provide funding for *direct* support services necessary to operate Alameda LAFCO. Through the first eight months, the Commission’s actual expenses within the affected 14 accounts totaled \$85,411, or 39.5% of the budgeted amount. Only two of the affected accounts – finished with balances exceeding the proportional 66% threshold, with explanations provided below.

- Memberships

This account covers the Commission’s annual dues for ongoing membership with several outside agencies and organizations as previously authorized by the members. This includes CALAFCO and the California Special Districts Association memberships. The Commission budgeted \$11,287 in this account for 2022-2023 based on recent trends. Actual expenses through February totaled \$11,287 or 100% of the budgeted amount, and were tied to providing full payment of all budgeted costs. Staff projects no additional expenses to this account.

- Mileage/Travel

This account covers the Commission’s traveling and mileage costs. The Commission budgeted \$600 in this account for 2022-2023 based on limited traveling due to the COVID-19 pandemic. Actual expenses through February totaled \$4,389 and can be attributed to hotel and airline costs for the 2022 CALAFCO Annual Conference held in Newport Beach in October. Staff projects additional costs of approximately \$2,500 attributed to CALAFCO’s staff workshop to be held in Spring 2023 and other CALAFCO University programs over the succeeding months.

Internal Services and Supplies

The Commission budgeted \$79,950 in the Internal Services and Supplies Unit for 2022-2023 to provide funding for *indirect* support services necessary to operate Alameda LAFCO. Through the first eight months the Commission’s actual expenses within the four affected accounts totaled \$12,843, or 16.1% of the budgeted amount. None of the affected accounts finished with balances exceeding the proportional 66% threshold, and staff estimates the unit to finish the fiscal year with a balanced budget.

Summary of Operating Revenues

The Commission budgeted operating revenue total for 2022-2023 at \$746,429. Actual revenues collected through the first eight months totaled \$376,745. This amount represents 82% of the budgeted total with two-thirds of the fiscal year complete. A summary comparison of budgeted to actual operating revenue follows.

Revenue Units	Adopted	Actuals	Percent Expended	Remaining Balance
Agency Contributions	459,429	376,745	82%	82,684
Application Fees	30,000	0	0%	30,000
SALC Grant Funds	-	21,350	-	-
Interest	7,000	5,894	84%	1,106
Fund Balance Offset	250,000	0	0%	250,000
	\$746,429	\$403,989	54%	\$342,440

Agency Apportionments

The Commission budgeted \$459,429 in the Agency Apportionments Unit for 2022-2023. This total budgeted amount was to be divided into three equal shares at \$153,143 and invoiced among the County of Alameda, 14 cities, and 15 independent special districts as provided under State statute.

Alameda LAFCO is still awaiting payment from the City of Oakland.

The following special districts have also not yet provided payments to LAFCO: City of Alameda Healthcare District, Dublin San Ramon Services District, and Washington Township District.

If payment is not received by the aforementioned agencies before May 1st, LAFCO staff will request the Commission at its next regular meeting to authorize the Executive Officer to initiate Government Code 56831(c) process to request the County Auditor collect an equivalent amount from property tax, or any fee eligible for revenue owed to the county, city, or district.

Application Fees Unit

The Commission budgeted \$30,000 in the Application Fees Unit for 2022-2023. Through the first eight months, no monies have been collected in this unit.

Interest Unit

The Commission budgeted \$7,000 in the Interest Unit for 2022-2023. Through the first eight months, \$5,894 have been collected in this unit by the County Treasurer.

Alternatives for Action

The following alternatives are available to the Commission:

Alternative One (Recommended):

Accept and file the report as presented and provide direction as needed to staff with respect to any related matters for future consideration.

Alternative Two:

Continue consideration of the report to a future meeting and provide direction to staff as needed.

Alternative Three:

Take no action.

Recommendation

It is recommended the Commission proceed with Alternative Action One.

Procedures

This item has been placed on Alameda LAFCO's agenda as part of the consent calendar. A successful motion to approve the consent calendar will include taking affirmative action on the staff recommendation as provided unless otherwise specified by the Commission.

Respectfully,

A handwritten signature in blue ink, appearing to read "Rachel Jones", with a long horizontal flourish extending to the right.

Rachel Jones
Executive Officer

Attachments:

1. 2022-2023 General Ledger through February 28, 2023

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ALAMEDA LOCAL AGENCY FORMATION COMMISSION

Regional Service Planning | Subdivision of the State of California

Expense Ledger

	FY 2019-2020		FY 2020-2021		FY 2021-2022		FY2022-2023				
	Adopted	Actuals	Adopted	Actuals	Adopted	Actuals	Adopted	Actuals As of 02-28-23	Difference	Percent of Budget	
Salary and Benefit Costs											
<u>Account</u>	<u>Description</u>										
60001	308,307	263,373	234,254	172,085	250,564	250,564	275,933	182,947	(92,986)	66.3%	
-	(ACERA)	175,275	149,961	122,903	88,649	123,411	123,411	124,558	82,208	(42,350)	66.0%
	483,581	324,575	357,157	260,735	373,975	373,975	400,491	265,155	(135,336)	66.2%	
Service and Supplies											
<u>Account</u>	<u>Description</u>										
-	Intern	1,600	-	1,600	-	-	-	-	-	-	
610077	Postage	1,000	1,000	1,000	1,000	500	-	500	-	-	
610141	Copier	3,000	3,000	3,000	-	1,000	-	500	-	-	
610191	Pier Diems	7,800	7,800	8,000	7,100	8,500	5,600	7,500	3,475	(4,025)	46.3%
610211	Milage/Travel	1,300	1,300	1,300	-	500	373	600	4,389	3,789	731.4%
610461	Training (Conferences and Workshops)	13,000	6,000	5,000	-	2,500	-	2,500	-	-	
610241	Records Retention	1,000	1,000	1,000	303	350	210	350	-	(350)	0.0%
610261	Consultants	90,000	90,000	96,000	42,527	100,000	152,709	150,000	66,000	(84,000)	44.0%
610261	Mapping - County	5,000	5,000	5,000	-	500	-	-	-	-	
610261	Planning Services	5,000	6,000	5,000	-	5,000	-	5,000	-	-	
610261	Legal Services	30,000	21,775	25,000	-	20,000	-	20,000	-	-	
610261	SALC Grant Charges	-	-	-	-	-	72,404	-	-	-	
610311	CAO/CDA - County - Services	11,000	11,000	1,000	7,700	1,000	-	1,000	-	-	
610312	Audit Services	7,700	10,000	10,000	-	10,000	-	10,000	-	-	
610351	Memberships	10,476	10,476	10,762	10,662	10,760	10,760	11,287	11,287	-	100.0%
610421	Public Notices	5,000	5,000	5,000	2,149	3,000	2,453	2,000	-	-	
610441	Assessor - County - Services	2,500	2,500	2,500	-	500	-	250	-	-	
610461	Special Departmental	1,500	1,500	1,500	1,000	1,500	233	1,500	233	(1,267)	15.5%
620041	Office Supplies	4,000	4,000	4,000	916	4,000	28	3,000	28	-	
		200,876	187,351	186,662	73,357	269,610	244,769	215,987	85,411	(130,576)	39.5%
Internal Service Charges											
<u>Account</u>	<u>Description</u>										
630051	Office Lease/Rent	25,000	35,000	32,500	32,500	32,500	32,500	50,550	1,869	(48,681)	3.7%
630021	Communication Services	3,950	3,950	100	-	100	-	100	-	-	
630061	Information Technology	27,373	27,373	27,373	25,870	25,870	27,938	26,000	10,974	(15,026)	42.2%
630081	Risk Management	3,100	3,100	3,100	3,280	3,280	3,280	3,300	-	-	
		59,423	69,423	63,073	61,650	61,750	63,718	79,950	12,843	(67,107)	16.1%
Contingencies											
		50,000	-	50,000	-	50,000	-	50,000	-	-	
<u>Account</u>	<u>Description</u>										
-	Operating Reserve	-	-	-	-	-	-	-	-	-	
		-	-	-	-	-	-	-	-	-	
EXPENSE TOTALS	793,880	581,349	656,892	395,742	755,335	682,462	746,428	363,409	(383,019)	48.7%	

Revenue Ledger	FY2019-2020		FY2020-2021		FY2021-2022		FY2022-2023				
	Adopted	Actuals	Adopted	Actuals	Adopted	Actuals	Adopted	Actuals As of 02-28-23	Difference	Percent of Budget	
Intergovernmental											
Account	Description										
-	Agency Contributions										
	192,127	192,127	146,630	146,631	144,445	144,445	153,143	153,143	-	100.0%	
	192,127	192,127	146,630	146,631	144,445	144,445	153,143	79,710	(73,433)	52.0%	
	192,127	192,127	146,630	146,631	144,445	138,943	153,143	143,892	(9,251)	94.0%	
	576,380	576,380	439,891	439,891	433,335	427,833	459,429	376,745	(82,684)	82.0%	
Service Charges											
-	30,000	25,000	30,000	38,643	30,000	6,434	30,000		(30,000)	0.0%	
-					100,000	Amended 72,404		21,350			
Investments											
-	7,500	7,500	7,000	8,965	7,000	5,765	7,000	5,894	(1,106)	84.2%	
Fund Balance Offset											
	180,000	-	180,000	-	185,000	185,000	250,000		-	-	
	793,880	608,880	656,891	487,499	655,335	Adopted 755,335	697,436	746,429	403,989	(342,440)	54.1%
OPERATING NET											
	-	27,531	(1)	91,757	-	14,974	1	40,580	-	-	
UNRESTRICTED FUND BALANCE											
		1,061,570		1,153,327		883,301					
As of June 30th											



LAFCO

Alameda Local Agency Formation Commission

AGENDA REPORT

March 9, 2023

Item No. 4

TO: Alameda Commissioners

FROM: Rachel Jones, Executive Officer

SUBJECT: Draft Operating Budget and Workplan for FY 2023-2024

The Alameda Local Agency Formation Commission (LAFCO) will consider adopting a draft budget and workplan for fiscal year 2023-2024 in anticipation of taking final action at its next regular meeting. Proposed budget expenses total \$784,740, representing an increase of \$38,312 or 5.1% from the current fiscal year. The increase is marked by expenses for professional services in the Service and Supplies Unit for additional LAFCO studies, and a rise in membership and travel costs. Proposed budget revenues are matched to expenses with an increase in agency contributions by \$23,310, or 5.1%, in step with a fund balance offset of \$265,000, applied in the same manner as the previous fiscal year with a \$15,000 increase in total amount. Adoption will precede a formal public review and comment period, and conclude with final action taken at the next regular meeting scheduled for May 11, 2023.

Background

Alameda LAFCO is responsible under State law to adopt a proposed budget by May 1st and a final budget by June 15th. A mandatory review by all local funding agencies is required between the two adoption periods. Alameda LAFCO’s (“Commission”) annual operating costs are primarily funded by proceeds collected from 29 local public agencies operating within Alameda County. State law specifies the Commission’s operating costs shall be divided in one-third increments between the (a) County of Alameda, (b) 14 cities, and (c) 15 independent special districts with the latter two categories apportioned based on total revenues as provided in the most recent annual report published by the State Controller’s Office. A relatively small portion, typically representing less than one-tenth of total revenues, is also funded from application fees and interest earnings.

Adopted 2022-2023 Budget

The Commission’s adopted final budget for fiscal year 2022-2023 totals \$746,429. This amount represents the total approved operating expenditures divided between three active expenses units: salaries and benefits; services and supplies; and internal service charges. A matching revenue total was also budgeted to provide a balanced budget along with the purposeful transfer of \$250,000 from reserves. Budgeted revenues are divided between three active units: agency contributions, application fees; and interest earnings. The total unaudited fund balance as of July 1, 2022 was \$883,301.

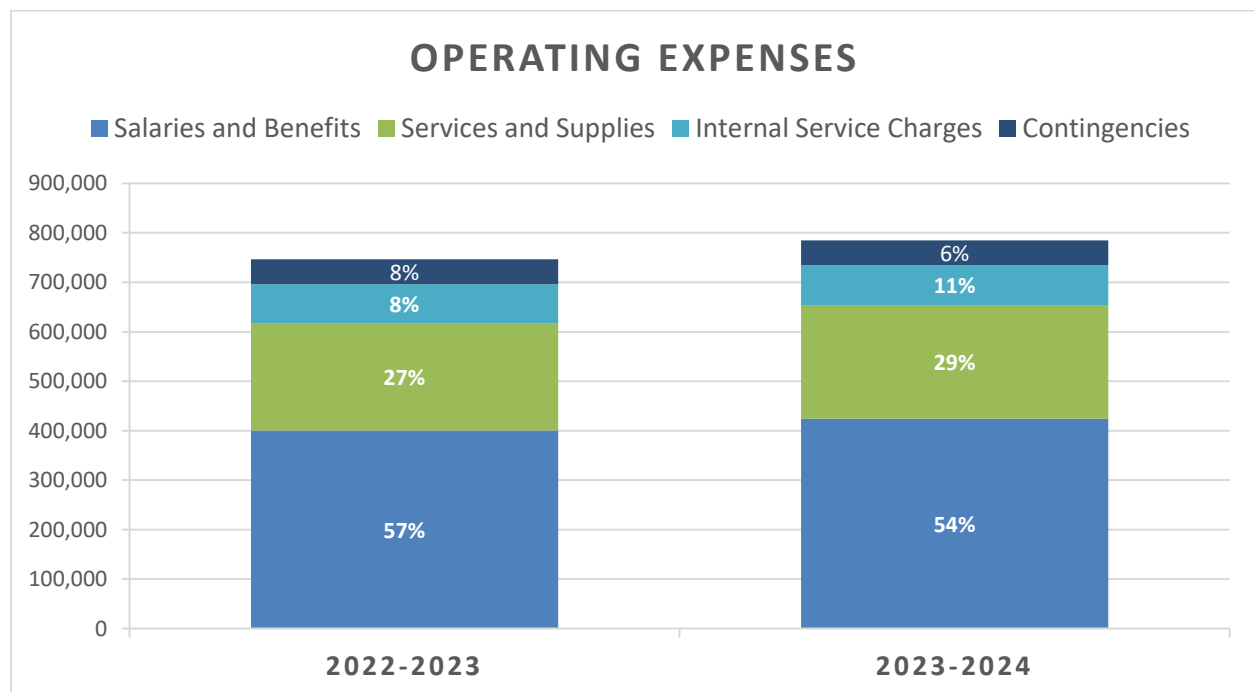
Budgeted Expenses FY 22-23	Budgeted Revenues FY 22-23	Budgeted Year End Balance FY 22-23	Fund Balance FY 22-23
\$746,428	\$746,429	\$1	\$883,301

Discussion

This item is for the Commission to consider adopting a proposed (a) operating budget and (b) workplan for the upcoming fiscal year. Adoption of these documents would immediately precede a formal public review and comment period, including providing copies of the proposed budget to the 29 local funding agencies, with final actions scheduled for the Commission’s May 11th regular meeting. A summary of the proposed budget and accompanying work plan follows.

Proposed Operating Budget for FY 2023-2024

The proposed operating budget developed by the Executive Officer sets operating expenses at \$784,740; a net increase of \$38,312, or 5.1% from the current fiscal year. The operating expenses total, divided between labor and non-labor costs, are at an 54% to 40% split, with 6% dedicated to contingencies. Proposed operating revenues match operating expenses and is covered by drawing down reserves consistent with the practice to help offset and phase in sizable increases to agency contributions. The net effect would be an increase in contributions of \$23,310 or 5.1% from \$459,429 to \$482,739.



Operating Expenses

It is proposed the **Salaries and Benefits Unit** will increase by \$24,028 or 6% over the next fiscal year from \$400,491 to \$424,519. The unit covers labor costs tied to staffing 2.0 full-time employees: Executive Officer and Commission Clerk. Notable adjustments proposed may be reviewed below.

- Salary increases of no less than 6% are contemplated for all budgeted positions to accommodate merit and or cost of living adjustments that may be approved during the fiscal year.

It is proposed the **Services and Supplies Unit** will increase by 13,284 or 6.2% over the next fiscal year from \$215,987 to \$229,271. The unit provides for direct support services necessary to operate Alameda LAFCO. Notable adjustments proposed may be reviewed below.

- Adds \$10,000 in the professional services account; a difference of 6.7% over the next fiscal year. The increase is based on the Commission's work plan for additional municipal service reviews and special studies.
- Adds \$1,500 in the Commission pier diem account; a difference of 20% over the next fiscal year. The increase is based on the Commission's stipend increase from \$100 to \$125 for all regular and ad hoc committee meetings.
- Increases \$500 in the public notices services account to increase the total line item from \$2,000 to \$2,500; a difference of 25% over the next fiscal year. The increase is based on recent demands and future application notices.
- Adds \$600 in the mileage/travel services account; a difference of 100% over the next fiscal year. The increase is based on the end of the state of emergency of the COVID-19 pandemic and the regular program of CALAFCO conferences and staff workshops.

It is proposed the **Internal Service Charges Unit** will increase by \$1,000 or 1.3% over the next fiscal year from \$79,950 to \$80,950. The unit provides for indirect support services necessary to operate Alameda LAFCO. Notable adjustments proposed may be reviewed below.

- Adds \$1,000 from the information technology services account to increase the total line item from \$26,000 to \$27,000, a difference of 3.8% over the next fiscal year. The rise is attributable to service cost increases.

Operating Revenues

It is proposed the **Intergovernmental Unit** will increase by \$23,310, or 5.1% over the next fiscal year from \$459,429 to \$482,739. The unit provides payments received from the 29 local government agencies responsible under State law for funding Alameda LAFCO with apportionments divided in three equal shares among the County of Alameda, 14 cities and 15 independent special districts. Actual invoice amounts for cities and special districts would be determined by the County Auditor's Office consistent with the allocation formula outlined under Government Code Section 56383 and based on local revenue tallies.

It is proposed the **Service Charge Unit** remain as is at \$30,000. This unit covers payments received from outside applicants to process change of organizations (annexations, detachments, formations, etc.), outside service extensions, and sphere of influence amendments.

It is proposed the **Interest Earnings Unit** will remain as is at \$7,000. This total is consistent with recent quarters.

Proposed Work Plan for FY 2023-2024

The proposed work plan draws on a review of Alameda LAFCO's needs and goals by the Executive Officer and ahead of receiving input and direction from the Commission. It outlines 20 specific projects divided between statutory (legislative directives) and administrative (discretionary) activities. The projects are listed in sequence by assigned priority between high, moderate, and low. The majority of the projects are rollover from this current fiscal year with several additional items. A summary of notable high-priority projects follows.

Community Services Municipal Service Review

The project involves a countywide study on agencies that provide community services such as street maintenance and lighting, parks and recreation, mosquito and vector abatement, and lead abatement in Alameda County. The MSR will also review broadband services and any accessibility issues within the region.

Countywide Municipal Service Review on Police Protection Services

This study will examine the current provision and need for police services and related financial and governance considerations in the County. The report will consider the potential needs in the unincorporated communities of Fairview, Cherryland, San Lorenzo and Castro Valley and include one special district and the municipal police departments of 14 cities.

Comprehensive Tri-Valley Area Study

This study will examine the current provision and need for governmental services and related financial and governance considerations along the eastern portion of the 580 corridor and anchored by Pleasanton, Dublin, and Livermore along with neighboring communities.

It is also expected the study will consider potential needs or issues in outlying unincorporated areas, including Happy Valley and the Remen Tract. The study will be region-specific and will precede sphere updates for all of the affected agencies as deemed appropriate by the Commission.

Conclusion

The proposed operating budget and work plan affirmatively responds to the feedback provided by the Commission along with the functional needs in meeting the agency's existing and expanding duties under State law. This includes advancing the Commission's outreach and educational opportunities throughout the community and region, conducting municipal service reviews to inform spheres of influence updates, and creating stakeholder groups to determine growth management policies. The principal difference in the proposed budget is largely tied to the adjustments made in salaries and benefits and services and supplies units to account for cost-of-living adjustments and the demand for more professional services to conduct LAFCO special studies and MSRs.

Alternatives for Action

The following alternatives are available to the Commission:

Alternative One (Recommended):

Adopt the attached resolution approving the proposed budget and work plan for 2023-2024 with any desired changes; and

Direct the Executive Officer to circulate the proposed budget for 2023-2024 for review and comment by the funding agencies and general public; and

Direct staff to return with a final budget for 2023-2024 for adoption as part of a noticed public hearing on May 11, 2023.

Alternative Two:

Continue consideration of the item to a special meeting scheduled no later than the legislative deadline of May 1, 2023, and provide direction to staff with respect to any additional information requests.

Recommendation

It is recommended the Commission proceed with Alternative Action One.

Procedures for Consideration

This item has been placed on the agenda for action as part of a noticed public hearing. The following procedures are recommended for consideration.

- 1) Receive a verbal report from staff;
- 2) Invite questions from the Commission;
- 3) Open the public hearing and invite comments from audience (mandatory); and
- 4) Close the public hearing, discuss item, and consider recommendation.

Respectfully,



Rachel Jones
Executive Officer

Attachments:

1. Draft Resolution Adopting the Proposed Budget and Work Plan for FY 2023-2024
2. Proposed Budget for FY 2023-2024
3. Proposed Work Plan for FY 2023-2024

ALAMEDA LOCAL AGENCY FORMATION COMMISSION

**RESOLUTION OF THE
ALAMEDA LOCAL AGENCY FORMATION COMMISSION
ADOPTING A PROPOSED WORK PLAN AND BUDGET
FOR FISCAL YEAR 2023-2024**

WHEREAS, the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 requires the Alameda Local Agency Formation Commission (“Commission”) to perform certain regulatory and planning duties for purposes of facilitating efficient and accountable local government; and

WHEREAS, the Commission is required to adopt proposed and final budgets each year by May 1st and June 15th, respectively; and

WHEREAS, the Commission’s Executive Officer prepared a written report outlining recommendations with respect to anticipated work activities and budgetary needs in 2023-2024; and

WHEREAS, the Commission has heard and fully considered all evidence on a proposed work plan and budget for 2023-2024 presented at a public hearing held on March 9, 2023; and

WHEREAS, the adoption of a work plan and budget are not projects under the California Environmental Quality Act;

NOW, THEREFORE, THE COMMISSION DOES HEREBY RESOLVE, DETERMINE AND ORDER as follows:

1. The proposed operating budget for 2023-2024 shown as Exhibit A is APPROVED.
2. The proposed work plan for 2023-2024 shown as Exhibit B is APPROVED

PASSED AND ADOPTED by the Alameda Local Agency Formation Commission on March 9, 2023 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

ATTEST:

Sblend Sblendorio
Chair

Rachel Jones
Executive Officer

APPROVED TO FORM:

Andrew Massey
Legal Counsel

ALAMEDA LOCAL AGENCY FORMATION COMMISSION

Regional Service Planning | Subdivision of the State of California

Expense Ledger

		FY 2020-2021		FY 2021-2022		FY 2022-2023		FY 2023-2024		
		Adopted	Actuals	Adopted	Actuals	Adopted	Projected	Proposed	Difference	
Salary and Benefit Costs										
<u>Account</u>	<u>Description</u>									
60001	Staff Salaries	234,254	172,085	250,564	250,564	275,933	275,933	292,488	16,555	
-	(ACERA)	122,903	88,649	123,411	123,411	124,558	124,558	132,031	7,473	
		357,157	260,735	373,975	373,975	400,491	400,491	424,519	24,028	6.0%
Service and Supplies										
<u>Account</u>	<u>Description</u>									
-	Intern	1,600	-	-	-	-	-	-	-	-
610077	Postage	1,000	1,000	500	-	500	500	500	-	-
610141	Copier	3,000	-	1,000	-	500	500	500	-	0.0%
610191	Pier Diems	8,000	7,100	8,500	5,600	7,500	7,500	9,000	1,500	20.0%
610211	Mileage/Travel	1,300	-	500	373	600	5,000	1,200	600	100.0%
610461	Training (Conferences and Workshops)	5,000	-	2,500	-	2,500	2,500	2,500	-	0.0%
610241	Records Retention	1,000	303	350	210	350	350	350	-	0.0%
610261	Consultants	96,000	42,527	100,000	152,709	150,000	150,000	160,000	10,000	6.7%
610261	Mapping - County	5,000	-	500	-	-	-	-	-	-
610261	Planning Services	5,000	-	5,000	-	5,000	5,000	5,000	-	0.0%
610261	Legal Services	25,000	-	20,000	-	20,000	20,000	20,000	-	0.0%
610261	SALC Grant Charges	-	-	-	72,404	-	-	-	-	-
610311	CAO/CDA - County - Services	1,000	7,700	1,000	-	1,000	-	250	-	-
610312	Audit Services	10,000	-	10,000	-	10,000	-	10,000	-	0.0%
610351	Memberships	10,762	10,662	10,760	10,760	11,287	11,287	12,221	934	8.3%
610421	Public Notices	5,000	2,149	3,000	2,453	2,000	2,000	2,500	500	25.0%
610441	Assessor - County - Services	2,500	-	500	-	250	-	250	-	0.0%
610461	Special Departmental	1,500	1,000	1,500	233	1,500	1500	2,000	500	33.3%
620041	Office Supplies	4,000	916	4,000	28	3,000	3000	3,000	-	0.0%
		186,662	73,357	269,610	244,769	215,987	209,137	229,271	13,284	6.2%
Internal Service Charges										
<u>Account</u>	<u>Description</u>									
630051	Office Lease/Rent/CDA	32,500	32,500	32,500	32,500	50,550	32,500	50,550	-	0.0%
630021	Communication Services	100	-	100	-	100	100	100	-	0.0%
630061	Information Technology	27,373	25,870	25,870	27,938	26,000	26,000	27,000	1,000	3.8%
630081	Risk Management	3,100	3,280	3,280	3,280	3,300	3,300	3,300	-	0.0%
		63,073	61,650	61,750	63,718	79,950	61,900	80,950	1,000	1.3%
Contingencies										
		50,000	-	50,000	-	50,000	-	50,000	-	0.0%
<u>Account</u>	<u>Description</u>									
-	Operating Reserve	-	-	-	-	-	-	-	-	-
		655,335	395,742	755,335	682,462	746,428	671,528	784,740	38,312	5.1%
EXPENSE TOTALS		656,892	395,742	755,335	682,462	746,428	671,528	784,740	38,312	5.1%

Revenue Ledger

	FY 2020-2021		FY 2021-2022		FY 2022-2023		FY 2023-2024			
	Adopted	Actuals	Adopted	Actuals	Adopted	Projected	Proposed	Difference		
Intergovernmental										
<u>Account</u> <u>Description</u>										
- Agency Contributions										
County of Alameda	146,630	146,631	144,445	144,445	153,143	153,143	160,913	7,770	5.1%	
Cities	146,630	146,631	144,445	144,445	153,143	153,143	160,913	7,770	5.1%	
Special Districts	146,630	146,631	144,445	138,943	153,143	153,143	160,913	7,770	5.1%	
	439,891	439,891	433,335	427,833	459,429	459,429	482,739	23,310	5.1%	
Service Charges										
- Application Fees	30,000	38,643	30,000	6,434	30,000	5,000	30,000	-	0.0%	
- SALC Grant Funds			100,000	72,404						
Investments										
- Interest	7,000	8,965	7,000	5,765	7,000	7,000	7,000	-	0.0%	
Fund Balance Offset										
	180,000	-	185,000	185,000	250,000	250,000	265,000	15,000	6.0%	
			655,335	Adopted						
			755,335	Amended	697,436		784,739	38,310	5.1%	
REVENUE TOTALS	656,891	487,499			746,429	721,429				
OPERATING NET	(1)	91,757	-	14,974	1	49,901	-	-	-	
UNRESTRICTED FUND BALANCE		1,153,327		883,301		683,202				

Priority	Urgency	Type	Project	Key Issues
1	High	Statutory	Community Services Municipal Service Review	Service Specific MSR Identify Accessibility Issues for Broadband Services
2	High	Statutory	Countywide MSR on Police Protection Services	Examine Current Provision and Need for Police Services and Related Financial and Governance Considerations
3	High	Statutory	Comprehensive Tri-Valley Area Study	Region Specific MSR Review of Potential Needs and Issues
4	High	Administrative	LAFCO Office Move	Fulfill Long-Term Lease in MOU with CDA; Aid in Hiring LAFCO Analyst
5	High	Statutory	Application Proposals and Requests	Utilize resources to address all application proposals and boundary issues
6	High	Administrative	Establish LAFCO Bank Account	Deposit LAFCO Application funds for Special Projects and CALAFCO Conferences
7	High	Administrative	2018-2021 Audits	Verify Fund Balance; Perform Regular Audits
8	Moderate	Administrative	Alameda LAFCO Brochure	Create and Distribute Pamphlet for LAFCO Outreach and Education
9	Moderate	Statutory	Informational Report on Island Annexations	Map all Unincorporated Islands and Examine Island Annexation Implementation Issues in Alameda County
10	Moderate	Administrative	Create Countywide Regional Water and Wastewater Committee	Explore Opportunities and Share Practices for Collobaration on Recycled Water for the Region and Better Utilization of Imported Water
11	Moderate	Statutory	Unincorporated Areas Incorporation Feasibility Report	Prepare a Feasibility Report on the Incorporation of Castro Valley and surrounding areas of Ashland, Cherryland, and San Lorenzo
12	Moderate	Administrative	SALC Grant Award	Continue Two-Year Process on Grant Project and Track Agricultural Trends
13	Moderate	Administrative	Prepare Informational Report on JPAs	Post Enactment of SB 1266; Enhance Repository on Local Government Services
14	Low	Administrative	Review of County Transfer of Jurisdiction Policies	Ensure Policies are Consistent with CKH
15	Low	Administrative	Update Application Packet and Mapping Requirements	Streamline LAFCO Application and County Mapping Requirements; Make User Friendly
16	Low	Administrative	Informational Report on Remen Tract	Special Report on Service Delivery
17	Low	Administrative	Bay Area LAFCO Meetings	Attend Meetings with Other Bay Area LAFCOs for Projects/Training

18	Low	Administrative	Website Content Update	Update Relevant Information on LAFCO Website and Create New Mapping Page
18	Low	Administrative	Social Media	Expand Alameda LAFCO's Social Media Presence
19	Ongoing	Statutory	Policy Review on Agricultural Protection and Out of Area Service Agreements	Periodical review of existing policies relative to practices and trends, and determine whether changes are appropriate to better reflect current preferences



LAFCO

Alameda Local Agency Formation Commission

AGENDA REPORT

March 9, 2023

Item No. 5

TO: Alameda Commissioners

FROM: Rachel Jones, Executive Officer
Ad Hoc Measure D Committee

**SUBJECT: Review of Draft Scope of Analysis for
Agricultural Land Use Designation Project**

The Alameda Local Agency Formation Commission (LAFCO) will receive a draft scope of analysis to guide a potential project for the County of Alameda’s Planning Department on the review of land use designations for agricultural land in the unincorporated areas of Alameda County. This includes setting the depth and range of the analysis as well as establishing any determination requirements. The draft scope of analysis is being presented for its review in anticipation of comment and feedback from the County of Alameda and is expected to return to the Commission for formal approval in May 2023.

Background

At the Transportation and Planning Committee meeting held on February 6th, a discussion was had that although most of the agricultural land in the unincorporated County is in the same zoning district, the “A” (Agriculture) District ¹, there are three different general plan use designations that apply to the same areas – Large Parcel Agriculture, Resource Management, and Water Management – with differing levels of restrictions on development generally based on the environmental sensitivity of the land. It was pointed out that after the County’s East County Area Plan (ECAP) was amended in November of 2000, the zoning ordinance should have been amended to create new zoning districts specific to each of the general plan designations to address the different requirements of each. This has never been completed and has been added to the list of agricultural-related projects for the County’s Planning Department to complete. The project will also require clarifying the distinction between the land uses allowed in the Resource Management and Large Parcel Agriculture designations.

At the Commission’s Ad Hoc Measure D Committee meeting held on Friday, February 24th, it was brought to the Committee’s attention that these land use designations of Resource Management and Large Parcel Agriculture should have better clarifying distinctions (topography, soil content, watershed requirements, etc.) as to their designations and the reasonings behind their classifications.

It was recommended due to the limited staffing resources at the County’s Planning Department, LAFCO should draft a scope of work to outline a timeline and deliverables to guide this project and perhaps find a consultant to lead the County Planning assignment. The County would fund the project, and LAFCO would dedicate staff time to manage the initial phases.

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Melissa Hernandez, Reg
City of Dublin

John Marchand, Alternate
City of Livermore

Ralph Johnson, Regular
Castro Valley Sanitary District

Vacant, Regular
Special District Member

Georgan Vonheeder-Leopold, Alternate
Dublin San Ramon Services District

Sblend Sblendorio, Chair
Public Member

Vacant, Alternate
Public Member

Discussion

This item is for the Commission to review and authorize – with or without changes – a draft scope of analysis for circulation that guides the preparation and timing of the County’s task to designate Agricultural districts and land use distinctions therein, in anticipation of the item to return for formal adoption at the next regular meeting, which is tentatively scheduled for May 11, 2023. The draft markedly aims to formally reconcile the County’s statutory obligation to establish agriculture zoning districts along with the Commission’s staff resources and interests. This includes prescribing the depth and range of analysis – that includes formally setting the project areas and land use criteria subject to the study, as well as considering factors to be addressed in formulating the differing land use distinctions.

Project Scope of Analysis

As referenced, the following scope of analysis is presented for discussion and information to the Commission, and with the membership consent, will be sent to the County’s Community Development Agency for review and comment with a final version to be presented for approval in May 2023. As referenced in the preceding paragraphs, the scope of analysis is intended to provide a transparent road map in initiating the Agricultural Land Use Designation project and is premised on reconciling the County’s broad statutory obligation therein with LAFCO’s more finite resources and local interests. The scope of analysis is organized into six distinct and sequential phases. The proposed scope of analysis and timeline follows.

Phase One: Parameter Setting

This initial phase is directly drawn from the East County Area Plan and is for the County to formally designate the geographic area, subject land use designations, and affected criteria to be evaluated. Accordingly, and as contemplated earlier by the County in assigning the project – it is proposed the County designate the east county region and Castro Valley Canyonlands as the geographic area. It is proposed three broad categories will serve as the analysis focus that traverses all three referenced land uses and include (A) Large Parcel Agriculture (B) Resource Management and (C) Water Management. This setting would necessitate evaluations of the topographies, demands, and functions of all three land use designations that ultimately influence the distribution, maintenance and viability of agricultural and open space lands in the unincorporated area of Alameda County.

Geographic Area:	East County and Castro Valley Canyonlands
Subject Categories:	Large Parcel Agriculture, Resource Management and Water Management
Timeline:	May 2023 Corresponds to Approving Scope of Analysis

Phase Two: Request for Proposals

This second phase involves preparing a Request for Proposals (RFP) to select a professional consultant to complete the project. LAFCO staff will work with the County in setting the criteria for candidate selections and organizing interviews and evaluations of candidates.

Item:	Request for Proposals
Objective:	Select consultant that will commence and complete project
Period:	45 days
Timeline:	May 2023 to July 2023

Phase Three: Data Collection

This third phase involves the data collection needed for the project. The consultant will work directly with County staff/stakeholders and incorporate information collected and analyzed to inform the subsequent phases of land use assessments, functions, and zoning districts. This phase is expected to be the most time-consuming part of the project and is expected to take up to five months to complete. An anticipated outline of the project anchoring the administrative copy follows.

Item:	Data Collection
Objective:	Compile necessary data and analysis to inform zoning district requirements
Period:	6 months
Timeline:	July 2023 to January 2024

Phase Four: Draft Report

This fourth phase involves preparing a draft report that will be presented to the County's Planning and Transportation Committee for discussion and feedback at a public meeting as part of a noticed hearing. This phase will incorporate any technical corrections or related edits identified during the earlier review of the administrative copy and will take approximately two months to prepare. The draft report, pertinently, will be a complete document and include an executive summary, regional analysis, and the determinations of zoning districts as required under the County's General Plan.

Item:	Draft Report
Period:	2 months
Timeline:	January 2024 to March 2024

Phase Five: Public Review

This fifth phase involves commencing a formal public comment period on the draft report from staff as well as performing associated outreach with the affected agencies and interested stakeholders. It is proposed the public comment period extend to 60 days during which time all written submittals received by the deadline would be incorporated into the final report as an appendix. It is also proposed staff and the Chair or his designee would make presentations on the draft report to any requesting agency or stakeholder group during this review period.

Item:	Public Review
Period:	60 days
Timeline:	March 2024 to May 2024

Phase Six: Final Report

The sixth and final phase involves preparing a final report by the consultant to be presented to the County of Alameda for action at a noticed public hearing. The final report will address and – as appropriate – incorporate updates from the earlier draft based on new information or comments generated during the preceding public review period.

Item:	Final Report
Actions:	(a) Accept Final Report and (b) Adopt Zoning Districts
Timeline:	July 2024

Analysis

Staff believes the proposed scope of analysis outlines an approximately 15-month process for the County to effectively determine and assess land use designations of agricultural lands in the east county area with information to establish and complete agriculture zoning districts. The County will be able to proactively assess and clarify to the public the underlining criteria of its land use designations and future agriculture zoning districts that can enhance the connectivity and landscape of the region.

Alternatives for Action

The following alternatives are available to the Commission:

Alternative One (Recommended):

Review the draft scope of analysis and identify any desired changes before authorizing staff to solicit comments from the County of Alameda's Community Development Agency.

Alternative Two:

Continue consideration of the item.

Recommendation

It is recommended the Commission proceed with Alternative Action One.

Procedures

This item has been placed on Alameda LAFCO's agenda as part of the business calendar. The following procedures are recommended in consideration of this item:

1. Receive verbal presentation from staff unless waived.
2. Invite any comments from the public
3. Provide feedback on the item as needed.

Respectfully,



Rachel Jones
Executive Officer

Attachment: none

¹ Chapter 17.06 – A Districts:
https://library.municode.com/ca/alameda_county/codes/code_of_ordinances?nodeId=TIT17ZO_CH17.06ADI

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LAFCO

Alameda Local Agency Formation Commission

AGENDA REPORT

March 9, 2023

Item No. 8a

TO: Alameda Commissioners
FROM: Rachel Jones, Executive Officer
SUBJECT: **Current and Pending Proposals**

The Commission will receive a report identifying active proposals on file with the Alameda Local Agency Formation Commission (LAFCO) as required under statute. The report also identifies pending local agency proposals to help telegraph future workload. The report is being presented to the Commission for information only.

Information / Discussion

The Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (“CKH”) delegates LAFCOs with regulatory and planning duties to coordinate the formation and development of local government agencies and their municipal services. This includes approving or disapproving boundary changes involving the formation, expansion, merger, and dissolution of cities, towns, and special districts, as well as sphere of influence amendments. It also includes overseeing outside service extensions. Proposals involving jurisdictional changes filed by landowners or registered voters must be put on the agenda as information items before any action may be considered by LAFCO at a subsequent meeting.

Current Proposals | Approved and Awaiting Term Completions

Alameda LAFCO currently has no proposals on file that were previously approved and awaiting term completions. CKH provides applicants one calendar year to complete approval terms or receive extension approvals before the proposals are automatically terminated.

Current Proposals | Under Review and Awaiting Hearing

There are currently no active proposals on file with the Commission that remain under administrative review and await a hearing as to the date of this report.

Pending Proposals

There are currently two new potential proposals at the moment that staff believes may be submitted to the Commission from local agencies based on ongoing discussions with proponents.

- **Annexation of West Jack London Boulevard | City of Livermore**

The City of Livermore plans to annex two parcels on West Jack London Boulevard that total 71 acres within the unincorporated area of Alameda County. The purpose of the annexation is to facilitate the Oaks Business Park for the development of offices, research institutions, warehousing, manufacturing, and limited business supporting commercial uses.

- **Reorganization of Appian Way/Louis Ranch Property | ACWD and USD**

The Alameda County Water District (ACWD) and Union Sanitary District (USD) plan to annex one parcel totaling approximately 30 acres within the City of Union City. The purpose of the annexation is to develop 325 single-family residential units on nine parcels totaling 98.6 acres.

Alternatives for Action

This item is for informational purposes only. No formal action will be taken as part of this item.

Attachments: none



LAFCO

Alameda Local Agency Formation Commission

AGENDA REPORT

March 9, 2023

Item No. 8b

TO: Alameda Commissioners

FROM: Rachel Jones, Executive Officer

SUBJECT: Progress Report on 2022-2023 Work Plan

The Alameda Local Agency Formation Commission (LAFCO) will receive a progress report on accomplishing specific projects as part of its adopted work plan for 2022-2023. The report is being presented to the Commission to formally receive and file as well as provide direction to staff as needed.

Background

Alameda LAFCO’s current strategic plan was adopted following a planning session on December 16, 2019. The plan defines each of LAFCO’s priorities through overall goals, core objectives, and target outcomes with overarching themes identified as education, facilitation, and collaboration. The strategic plan is anchored by seven key priorities that collectively orient the Commission to proactively fulfill its duties and responsibilities under the Cortese-Knox-Hertzberg Act of 2000 in a manner responsive to local conditions and needs. These pillars and their related strategies, which premise individual implementation outcomes, are summarized in Attachment 1.

1. Education – Serve as a resource to the public and local agencies to support orderly growth and logical sustainable service provision.
2. Facilitation – Encourage orderly growth and development through the logical and efficient provision of municipal services by local agencies best suited to feasibly provide necessary governmental services and housing for persons and families of all incomes.
3. Collaboration – Be proactive and act as a catalyst for change as a way to contribute to making Alameda County a great place to live and work by sustaining its quality of life.

On May 13, 2021, Alameda LAFCO adopted the current fiscal year work plan at a noticed public hearing. The work plan is divided into two distinct categories – statutory and administrative – with one of three priority rankings: high; moderate; or low. The underlying intent of the work plan is to serve as a management tool to allocate Commission resources in an accountable and transparent manner over the corresponding 12-month period that pulls from the key priorities in the Commission’s 2020-2021 Strategic Plan.

Further, while it is a standalone document, the work plan should be reviewed in relationship to the adopted operating budget given the planned goals and activities are facilitated and or limited accordingly.

This item provides the Commission with a status update on two-dozen plus targeted projects established for the fiscal year with a specific emphasis on the “top ten” projects that represent the highest priority to complete during the fiscal year as determined by the membership. This includes identifying the projects already completed, underway, or pending in the accompanying attachment. The report and referenced attachment are being presented for the Commission to formally receive and file while also providing additional direction to staff as appropriate.

Discussion

The Commission has initiated work on nine of the nineteen projects included in the adopted work plan. This includes progress on projects, such as the municipal service review (MSR) on Fire Protection and Emergency Medical Services, Unincorporated Areas Incorporation Feasibility Report, LAFCO Office Move, 2022-2023 Audit Report, Countywide Regional Water and Wastewater Committee, and the Sustainable Agriculture Lands Conservation Planning Grant.

Alternatives for Action

This item is for informational purposes only. No formal action will be taken as part of this item.

Attachments:

1. 2020-2021 Strategic Plan
2. 2022-2023 Work Plan

ALAMEDA LOCAL AGENCY FORMATION COMMISSION

STRATEGIC PLAN

2020 -2021

MISSION STATEMENT: Alameda LAFCO provides oversight over local governments to make Alameda County a great place to live and work by balancing the preservation of agriculture and open space with the provision of sustainable municipal services

	EDUCATION	FACILITATION	COLLABORATION
STRATEGIC PILLARS	Serve as a resource to the public and to local agencies to support orderly growth and logical, sustainable service provision	Encourage orderly growth and development through the logical and efficient provision of municipal services by local agencies best suited to feasibly provide necessary governmental services and housing for persons and families for all incomes.	Be proactive and act a catalyst for change as a way to contribute to making Alameda County a great place to live and work by sustaining the quality of life.
CORE STRATEGIES	Enagage with the community through LAFCO outreach as well as receive presentations from outside stakeholders and local agencies to understand issues	Use LAFCO authority through municipal services reviews and change of organizations to promote the change in the region aligned with its mission	Always seek, determine, and question if any regional issues are opportunities for partnerships
TARGET OUTCOMES	Review growth boundaries and governance	Regulate land use through the extension of services	Coordinate with other agencies to determine high-need areas (DUCs)
	Provide Presentations to City Councils, Special Districts, and the County on upcoming projects and LAFCO's role	Provide more guidance on regional issues	Promote inter-agency special projects and partnerships
	Understand local agricultural issues and then consider a study	Create a five-year island annexation plan	Work with stakeholders to identify issues under LAFCO jurisdiction related to economic viability of agriculture
	Identify emerging issues, i.e. water treatment changes	Prepare comprehensive study on climate change	Establish policies and standards to address sustainability of adequate and reliable water supplies, including the use of recycled water
	Educate public on service costs	Encourage consolidations or review shared opportunities	Conduct joint LAFCO workshops
	Determine LAFCO's role in housing	Unfunded liabilities in services - do more to encourage future planning	Create homelessness initiatives with other agencies

Priority	Urgency	Type	Project	Key Issues
1	High	Statutory	Community Services Municipal Service Review	Service Specific MSR Identify Accessibility Issues for Broadband Services
2	High	Statutory	General MSR on Fire Protection and Emergency Services	Second MSR on Fire and Emergency Services sine 2006 Address Shared Opportunities
3	High	Statutory	Alameda County Resource Conservation District MSR	MSR on resource conservation in Alameda County
4	High	Administrative	LAFCO Office Move	Fulfill Long-Term Lease in MOU with CDA; Aid in Hiring LAFCO Analyst
5	High	Statutory	Countywide MSR on Police Services	Examine Current Provision and Need for Police Services and Related Financial and Governance Considerations
6	High	Administrative	South Livermore Valley Area Specific Plan	Provide a LAFCO Update on Plan and Review Current Trends
7	High	Administrative	2022-2023 Audit Report	Verify Fund Balance; Perform Regular Audits
8	Moderate	Administrative	Alameda LAFCO Brochure	Create and Distribute Pamphlet for LAFCO Outreach and Education
9	Moderate	Statutory	Informational Report on Island Annexations	Map all Unincorporated Islands and Examine Island Annexation Implementation Issues in Alameda County
10	Moderate	Administrative	Create Countywide Regional Water and Wastewater Committee	Explore Opportunities and Share Practices for Collobaration on Recycled Water for the Region and Better Utilization of Imported Water
11	Moderate	Statutory	Unincorporated Areas Incorporation Feasibility Report	Prepare a Feasibility Report on the Incorporation of Castro Valley and surrounding areas of Ashland, Cherryland, and San Lorenzo
12	Moderate	Administrative	SALC Grant Award	Continue Two-Year Process on Grant Project and Track Agricultural Trends
13	Moderate	Administrative	Prepare Informational Report on JPAs	Post Enactment of SB 1266; Enhance Repository on Local Government Services
14	Low	Administrative	Review of County Transfer of Jurisdiction Policies	Ensure Policies are Consistent with CKH
15	Low	Administrative	Update Application Packet and Mapping Requirements	Streamline LAFCO Application and County Mapping Requirements; Make User Friendly
16	Low	Administrative	Informational Report on Remen Tract	Special Report on Service Delivery
17	Low	Administrative	Bay Area LAFCO Meetings	Attend Meetings with Other Bay Area LAFCOs for Projects/Training

18	Low	Administrative	Host Alameda County Special District Association Meeting	Communicate LAFCO's Mission and Goals to the Community
18	Low	Administrative	Social Media	Expand Alameda LAFCO's Social Media Presence
19	Ongoing	Statutory	Policy Review on Agricultural Protection and Out of Area Service Agreements	Periodical review of existing policies relative to practices and trends, and determine whether changes are appropriate to better reflect current preferences