

Alameda Local Agency Formation Commission

NOTICE OF REGULAR MEETING AND AGENDA

ALAMEDA LOCAL AGENCY FORMATION COMMISSION

THURSDAY, MARCH 11, 2021

2:00 P.M.

[This meeting will be conducted by Teleconference](#)

[Written public comments may be submitted PRIOR to the meeting \(Deadline March 10th at 5:00 P.M.\)](#)

[Public comments DURING the meeting:](#)

[See COVID-19 – Notice of Meeting Procedures on page 4 of the Agenda](#)

Sblend Sblendorio, Chair — Nate Miley – David Haubert – Karla Brown– Bob Woerner –Ralph Johnson – Ayn Wieskamp
Wilma Chan, Alternate – Melissa Hernandez, Alternate –Georgian Vonheeder-Leopold, Alternate

*Join Teleconference Meeting **Virtually** (computer, tablet, or smartphone):* click on the link below:

<https://us02web.zoom.us/j/86557520959?pwd=U0NHZ0w3OTJyWk9QMDFPR0F2d3RaUT09>

Meeting ID: 865 5752 0959

Password (if prompted): lafco

*Join Teleconference Meeting by **Telephone**:*

Dial (669)-900-9128

Follow the prompts: Meeting ID: 865 5752 0959

Password (if prompted): 278160

Please avoid the speakerphone function to prevent echoing.

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. **Roll Call**
3. **Welcome New Commissioners** – The Commission will acknowledge the appointment of regular Commissioner Brown and Woerner, and Alternate Commissioner Hernandez, by the Alameda County Mayors' Conference on February 10, 2021.
4. **Public Comment:** Anyone from the audience may address the Commission on any matter not listed on the agenda and within the jurisdiction of the Alameda LAFCO. The Commission cannot act upon matters not appearing on the agenda. *Speakers are limited to three (3) minutes.*

5. Consent Items

- a. Approval of Meeting Minutes: January 14, 2021 Regular Meeting
- b. Special Meeting Request for April 1, 2021
- c. Budget Update for Fiscal Year 2020-2021 and Third Quarter Report

6. Concurrent Sphere of Influence Amendment and Annexation | Terrace View and Keller Property to Oro Loma Sanitary District (Public Hearing) – The Alameda Local Agency Formation Commission (LAFCO) will consider a change of organization proposal filed by the Oro Loma Sanitary District (OLSD) to annex approximately 65.1 acres of territory located within the unincorporated area of Eden Township. The purpose of the proposal is to provide wastewater services in support of the development of 25 single-family residences. The affected territory lies outside the established sphere of influence for the District and a concurrent amendment is necessary to facilitate an annexation.

LAFCO Staff Recommendation: Staff recommends approval.

7. Presentation from the Tri-Valley Conservancy District (Regular) – Alameda LAFCO will receive an overview on the current agricultural and open space issues facing the Tri-Valley region provided by the Tri-Valley Conservancy and presented by Executive Director Laura Mercier of the agency. A PowerPoint Presentation will be provided at the time of the meeting.

LAFCO Staff Recommendation: The item is being presented for information only and Commission discussion.

8. Lamphier-Gregory | Contract for Planning Services and Special Studies (Regular) – Alameda LAFCO will consider entering into three new contracts for planning services and special studies with planning consultant, Lamphier-Gregory and in partnership with the planning firm Economic Planning Systems (EPS), at a not-to-exceed cost of \$103,000 over a three-year period. Alameda LAFCO obtains planning services on an as-needed basis to provide the maximum amount of flexibility to conduct its day-to-day operations, including special projects or studies to fulfill its growth management duties within the region.

LAFCO Staff Recommendation: Staff recommends approval.

9. Contract Award | Fire Protection and Emergency Services Municipal Service Review (Regular) – Alameda LAFCO will consider awarding a service contract to PCA and Berkson Associates to perform work associated with LAFCO's Fire Protection and Emergency Medical Services Municipal Service Review and relevant sphere of influence updates, for the contract period of twelve months, starting in April or May 2021; in an amount not to exceed \$99,710.

LAFCO Staff Recommendation: Staff recommends approval.

10. Agricultural Conservation Planning Grant with the Department of Conservation | Approval of Contract Agreement with ACRCD (Regular) – 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 Commission will review the draft grant agreement with

the Department of Conservation and consider approving a contract agreement with ACRC.

LAFCO Staff Recommendation: Staff recommends approval.

- 11. Adoption of Proposed Budget and Workplan for FY 2021-2022 (Public Hearing)** – The Alameda Local Agency Formation Commission (LAFCO) will consider adopting a draft budget and workplan for fiscal year 2021-2022 in anticipation of taking final action at its next regular meeting. Proposed budget expenses total \$655,335 and represents a decrease of \$1,557 or 0.2% from the current fiscal year.

LAFCO Staff Recommendation: Staff recommends approving 45-day public review and comment period.

- 12. San Diego LAFCO's Legislative Initiative to Amend Government Code Section 56133(e) (Regular)** Alameda LAFCO will consider preliminary support for San Diego LAFCO's legislative initiative to clarify that LAFCOs must determine whether out of area service agreements (OASAs) are exempt from LAFCO approval under Government Code Section 56133(e). Staff recommends that the Commission give its preliminary support, pending a review of the final bill language. Once the final bill language is received, staff will return the item at a future meeting for Commission consideration.

LAFCO Staff Recommendation: Staff recommends preliminary support.

- 13. Alternate Public Member | Selection Process (Regular)** – The Commission Chair will appoint an ad hoc public member selection committee consisting of a City Member, County Member and Special District Member. The ad hoc committee will evaluate applications, select candidates to interview, conduct interviews of selected candidates, and then make a recommendation to the full Commission.

LAFCO Staff Recommendation: Appoint a City, County and Special District Member to the Ad Hoc Selection Committee for the Alternate Public member selection process.

- 14. Matters Initiated by Members of the Commission**

- 15. Executive Officer Report**

- Commission Clerk Recruitment (verbal update)
- Policy and Budget Committee Appointments at next regular meeting (verbal update)

- 16. Informational Items**

- a. Current and Pending Proposals
- b. Progress Report on Work Plan
- c. Legislative Update
- d. CALAFCO Quarterly and Annual Reports
- e. Alameda County Civil Grand Jury Nominations for 2021-2022 Term
- f. Form 700 and Conflict of Interest: Due April 1
- g. Commissioners with terms ending May 2021
 1. Georgean Vonheeder-Leopold
 2. Karla Brown

- 17. Adjournment of Regular Meeting**

Next Meetings of the Commission

CANCELLATION of Policy and Budget Committee Meeting

Thursday, April 1, 2021 at 2:00 pm

Regular Meeting

Thursday, May 13, 2021 at 2:00 p.m.

It is anticipated both meetings will be held remotely due to COVID-19 pandemic.

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: acgov.org/lafco

MEETING INFORMATION

CORONAVIRUS (COVID-19) – Notice of Meeting Procedures

TELECONFERENCING MEETING

In order to slow the spread of the Coronavirus (COVID-19) pandemic, the Commission will conduct this meeting as a teleconference in compliance with the Governor’s Executive Order N-29-20 and Alameda County Shelter in Place Order issued March 16, 2020, and members of the Commission or Commission staff may participate in this meeting telephonically or electronically. Members of the public may participate in the meeting as described below:

*Join Teleconference Meeting **Virtually** (computer, tablet, or smartphone):* click on the link below:

<https://us02web.zoom.us/j/86557520959?pwd=U0NHZ0w3OTJyWk9QMDFPR0F2d3RaUT09>

Meeting ID: 865 5752 0959
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SUBMITTING WRITTEN COMMENTS TO BE READ AT THE MEETING

Any member of the public may submit a written comment to the Commission before the meeting by **March 10, 2021 at 5:00 P.M.** by email to rachel.jones@acgov.org or by mail to Alameda LAFCO 224 West Winton Avenue, Suite 110, Hayward, CA 94544. If you are commenting on a particular item on the agenda, please identify the agenda item number and letter. Any comments of 500 words or less (per person, per item) will be read into the record if: (1) the subject line includes “COMMENT TO COMMISSION – PLEASE READ”, and (2) it is received by the Executive Officer prior to the deadline of **March 10, 2021 at 5:00 P.M.**

SUBMITTING SPOKEN COMMENTS DURING THE COMMISSION MEETING

Electronically:

1. We request that you identify yourself by name as this will be visible online and will be used to notify you that it is your turn to speak.
2. When the Commission calls for the item on which you wish to speak, click “participants,” a menu will appear, click on the “raise hand” icon. Staff will activate and unmute speakers in turn.
3. When called, please limit your remarks to the time limit allotted (3 minutes).

By phone (landline):

1. Your phone number will appear but not your name.
2. When the Commission calls for the item on which you wish to speak, press *9 to “raise your hand”. Staff

will activate and unmute speakers in turn. You will be called upon using the last four digits of your phone number, since your name is not visible.

3. When you are called upon to speak please provide your name for the record.

VIEWING RECORDING OF THE TELECONFERENCE MEETING

The Commission's teleconference meeting will be recorded. Members of the public may access the teleconference meeting and other archived Commission meetings by going to lafco.acgov.org/meetings.page?.

ADA ACCESIBILITY: Meetings are accessible to persons with disabilities. Requests for assistive listening devices or other considerations should be made 72 hours in advance through the Executive Officer at (510) 670-6267 or rachel.jones@acgov.org.

SUMMARY ACTION MINUTES
ALAMEDA LOCAL AGENCY FORMATION COMMISSION
REGULAR MEETING

Hosted by Zoom Video-Conference Service

January 14, 2021

1. Call to Order

Chair Sblendorio called the meeting to order at 2:13 p.m.

2. Roll Call.

Roll was called. A quorum was present of the following commissioners:

County Members: David Haubert and Nate Miley

City Members:

Special District Members: Ayn Wieskamp and alternate Georgean Vonheeder-Leopold

Public Members: Sblend Sblendorio

Not Present: Ralph Johnson and Alternate County Member Wilma Chan

Staff present: Rachel Jones, Executive Officer and Andrew Massey, Legal Counsel

3. Public Comment

Chair Sblendorio invited members in the audience to address the Commission on any matter not listed on the agenda and within the jurisdiction of the Commission.

There were none.

4. Consent Items –

- a. Approval of Meeting Minutes: November 12, 2020 Regular Meeting
- b. Budget Update for Fiscal Year 2020-2021 and Second Quarter Report

Upon motion by Commissioner Haubert, second by Commissioner Wieskamp, the item is approved.

AYES: 4 (Haubert, Sblendorio, Vonheeder-Leopold, and Wieskamp)

NOES: 0

ABSENT: Miley

ABSTAIN: 0

5. Proposed Out of Area Service Agreement | APN (425-0280-005-03) to the City of Hayward (Public Hearing)

Staff provided an overview to the Commission on the proposed out of area service agreement. The proposal before the Commission was submitted by the City of Hayward, seeking approval to extend public water services outside of its jurisdictional boundary to one affected legal lot located along Fairview Avenue and Amyx Court with the parcel identified number of 425-02800-005-03 in the unincorporated community of Fairview.

The primary purpose for the City to request this out of area service agreement for the property in question is to facilitate the extension of public water services. A water main extension will be paid for by the landowners of the affected territory with sufficient capacity to serve the site.

Upon motion by Commissioner Vonheeder-Leopold, second by Commissioner Wieskamp, the Commission opened the public hearing.

There were no comments from the public.

Upon motion by Commissioner Wieskamp, second by Commissioner Vonheeder-Leopold, the item is approved and the Commission closed the public hearing.

AYES: 4 (Haubert, Sblendorio, Vonheeder-Leopold, and Wieskamp)
NOES: 0
ABSENT: Miley
ABSTAIN: 0

6. Permanent Approval Request | Out of Area Service Agreement for 3608 Vine with the City of Pleasanton (Public Hearing)

Staff provided an overview on the proposed out of area service agreement. The item was for the Commission to make a temporary administrative approval by the Executive Officer permanent of an out of area service agreement between the affected territory and the City of Pleasanton.

Upon motion by Commissioner Sblendorio, second by Commissioner Haubert, the Commission opened the public hearing.

There were no comments from the public.

Upon motion by Commissioner Wieskamp, second by Commissioner Vonheeder-Leopold, the item is approved and the Commission closed the public hearing.

AYES: 5 (Haubert, Miley, Sblendorio, Vonheeder-Leopold, and Wieskamp)
NOES: 0
ABSENT: 0
ABSTAIN: 0

7. Request for Proposals | Ad Hoc Committee for Fire Protection and Emergency Services Municipal Service Review (Regular)

The Commission selected Commissioners Johnson and Vonheeder-Leopold to serve on the Ad Hoc Selection Committee to review Request for Proposals (RFP) initiating a municipal service review (MSR) on fire protection and emergency services and provide a recommendation to the Commission at its next regular meeting.

Upon motion by Commissioner Sblendorio, second by Commissioner Haubert, the item is approved and the Commission closed the public hearing.

AYES: 5 (Haubert, Miley, Sblendorio, Vonheeder-Leopold, and Wieskamp)
NOES: 0

ABSENT: 0
ABSTAIN: 0

8. Proposed Amendment to Study Schedule FY 2019-2024 (Regular)

The Commission considered amendments to the study schedule from FY 2019-2024 to add two additional studies to begin this current fiscal year. The two projects involve two special studies examining the impacts of Measure D on agricultural lands and community and a LAFCO review of South Livermore Valley Area Plan.

Commissioner Miley noted the need for these two studies during this time to better understand any current agricultural issues in the region.

Upon motion by Commissioner Miley, second by Commissioner Wieskamp, the item is approved.

AYES: 5 (Haubert, Miley, Sblendorio, Vonheeder-Leopold, and Wieskamp)
NOES: 0
ABSENT: 0
ABSTAIN: 0

9. Commission Officers | Chair Appointment (Regular) –

The Commission appointed Commissioner Sblendorio to act as Chair and fill the remainder of the vacant seat of the appointment ending in May 2021.

A member from the public, Kelley Bloom, commented to the Commission that a board seat should not be exploited for private gains.

Upon motion by Commissioner Haubert, second by Commissioner Vonheeder-Leopold, the item is approved.

AYES: 5 (Haubert, Miley, Sblendorio, Vonheeder-Leopold, and Wieskamp)
NOES: 0
ABSENT: 0
ABSTAIN: 0

10. Matters Initiated by Members of the Commission

Commissioner Miley commented that the LAFCO Executive Officer, Rachel Jones, provided a presentation and met with District's 4 Agricultural Advisory Committee meeting last month. Commissioner Miley invited the Executive Officer to provide a follow-up presentation on Community Services District at the Unincorporated Services Committee meeting in February.

11. Executive Officer Report –

The LAFCO Executive Officer provided an update to the Commission on a new targeted hire date for the Commission Clerk position that is April of this year. The LAFCO Executive Officer noted that there was a miscommunication with the County on the original recruitment process and that the April hire date is the new proposed deadline.

- 11. Informational Items** – Staff offered brief remarks on the following items.
- a. Current and Pending Proposals
 - b. Progress Report on Work Plan
 - c. Annual Report from Alameda County Vector Control Services District
 - d. CALAFCO 2021 Program Schedule
 - e. Commissioners with terms ending May 2021
 - 1. Georgean Vonheeder-Leopold
 - 2. City Member (Vacant)

12. Adjournment of Regular Meeting

Chair Sblendorio adjourned the meeting at 3:05 p.m.

13. Next Meetings of the Commission

Policy and Budget Committee Meeting

Thursday, February 4, 2021 at 2:00 pm at City of Dublin, 100 Civic Plaza, Dublin, CA

Regular Meeting

Thursday, March 11, 2021 at 2:00 p.m. at City of Dublin, 100 Civic Plaza, Dublin, CA

It is anticipated both meetings will be held telephonically due to COVID-19 pandemic.

AGENDA REPORT

March 11, 2021

Item No. 5b

TO: Alameda Commissioners**FROM:** Rachel Jones, Executive Officer**SUBJECT:** Special Meeting Request for April 1, 2021

The Alameda Local Agency Formation Commission (LAFCO) will consider holding a special meeting on Thursday, April 1, 2021 at the request of the City of Livermore to review the proposal on the proposed annexation of North Livermore Avenue to the City of Livermore. The purpose of the proposal is for the development of a 4,740 square foot drive-through restaurant referred to as the Chick-fil-A project. The City will also pay LAFCO's \$1,500 special meeting processing fee. Staff recommends approval.

Background

Staff received a proposal submitted by the City of Livermore to annex 22.8 acres of unincorporated territory located along North Livermore Avenue to the City of Livermore. The purpose of the proposal is for the development of a 4,740 square foot drive-through restaurant referred to as the Chick-fil-A project.

The application was scheduled to be considered by the Commission at its March regular meeting, but it is missing a property tax exchange agreement between the City of Livermore and the County of Alameda. Commission action cannot be taken until a property tax exchange agreement has been reached. The County expects to have a property tax exchange agreement completed by March 9th, and due to LAFCO's noticing requirements, the application must be delayed until the Commission's next regular meeting, or if a special meeting is held.

Due to the time constraints and budget of the proposed development, the City requests that LAFCO hold a special meeting on April 1, 2021 to consider the potential annexation and provide LAFCO with the \$1,500 processing fee.

Discussion

This item is for the Commission to consider holding a special meeting on April 1, 2021 to review the proposal on the proposed annexation of North Livermore Avenue to the City of Livermore.

Administrative Office

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224 West Winton Avenue, Suite 110
Hayward, California 94544
T: 510.670.6267
www.acgov.org/lafco

David Haubert, Regular
County of Alameda

Nate Miley, Regular
County of Alameda

Wilma Chan, Alternate
County of Alameda

Karla Brown, Regular
City of Pleasanton

Bob Woerner, Regular
City of Livermore

Melissa Hernandez, Alternate
City of Dublin

Ralph Johnson, Regular
Castro Valley Sanitary District

Ayn Wieskamp, Regular
East Bay Regional Park District

Geogean Vonheeder-Leopold, Alternate
Dublin San Ramon Services District

Sblend Sblendorio, Regular
Public Member

Vacant Seat, Alternate
Public Member

Alternatives for Action

The following alternatives are available to the Commission:

Alternative One (Recommended):

Approve for Alameda LAFCO to hold a special meeting on Thursday, April 1, 2021 to consider the proposed annexation of North Livermore Avenue to the City of Livermore.

Alternative Two:

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

Alternative Three:

Deny the request.

Recommendation

It is recommended the Commission proceed with Alternative Action One.

Respectfully,



Rachel Jones
Executive Officer

Attachments:

1. Alameda LAFCO Application Status Letter
2. City of Livermore Special Meeting Request Letter

STATUS OF APPLICATION

February 23, 2021

DELIVERED BY E-MAIL

Andy Ross
 City of Livermore
 1052 S Livermore Avenue
 Livermore, CA 94550
aaross@cityoflivermore.net

**SUBJECT: Status of Application | LAFCO 2020-3
 Annexation of Chick-fil-A North Livermore Avenue to City of Livermore**

Mr. Ross:

This letter serves as notice that the Alameda Local Agency Formation Commission (LAFCO) must delay the hearing of the application filed by the City of Livermore seeking annexation of approximately 22.8 acres of unincorporated territory to the City for the provision of municipal services. The application was scheduled to be considered by Alameda LAFCO on March 11, 2021 as part of a noticed hearing. The application is missing the following item:

- Property Tax Exchange Agreement

Commission action cannot be taken until a property tax exchange agreement has been reached between the City and County of Alameda.

Should you have any questions or need additional clarification concerning the application process, please contact me at 510.670.6267 or rachel.jones@acgov.org.

Respectfully,



Rachel Jones
 Executive Officer

Administrative Office

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David Haubert, Regular
 County of Alameda

Nate Miley, Regular
 County of Alameda

Wilma Chan, Alternate
 County of Alameda

Bob Woerner, Regular
 City Member

Karla Brown, Regular
 City Member

Melissa Hernandez, Alt.
 City Member

Ralph Johnson, Regular
 Castro Valley Sanitary District
 Ayn Wieskamp, Chair
 East Bay Regional Park District

Geogean Vonheeder-Leopold, Alternate
 Dublin San Ramon Services District

Sblend Sblendorio, Regular
 Public Member
 Vacant Seat, Alternate
 Public Member



March 1, 2021

Rachel Jones
Executive Officer
Alameda Local Agency Formation Commission
224 West Winton, Suite 110
Hayward, California 94544

Subject: LAFCO Application 2020-3; North Livermore Annexation; Chick Fil A development project

Dear Ms Jones:

Thank you for your letter, dated February 23, 2021, regarding the current status of the subject application referenced above. Based on the contents of your letter, Livermore would like to request a special meeting of the Commission during the first week of April to hear the proposed annexation.

The Commission is unable to take action on the application at its March 11th Regular meeting due to the inability to obtain a Property Tax Share Agreement from Alameda County in a timeframe that complies with noticing requirements. It is the City's understanding that the Alameda County counsel is preparing the resolution reflecting the standard property tax agreement that is typically used for annexations and is scheduled to bring the item to the March 9th Board of Supervisors meeting.

LAFCO's next regular meeting is scheduled for Thursday, May 13th. The City requests the Commission hold a special meeting in the first week of April. The City will provide the \$1,500 processing fee via US mail.

If you have any questions, please feel free to email me at: aaross@cityoflivermore.net.

Respectfully,

A handwritten signature in black ink, appearing to read "Andy Ross".

Andy Ross
Senior Planner

AGENDA REPORT

March 11, 2021

Item No. 5c

TO: Alameda Commissioners**FROM:** Rachel Jones, Executive Officer**SUBJECT: Budget Update for Fiscal Year 2020-2021 and Third Quarter Report**

The Alameda Local Agency Formation Commission (LAFCO) will review a report comparing budgeted to actual transactions for fiscal year 2020-2021 through the third quarter. Actual expenses processed through the first eight months totaled \$201,412 an amount representing 30.6% of the budgeted total with two-thirds of the fiscal year complete. The report is being presented to the Commission to accept and file and to provide direction to staff as needed.

Information

Alameda LAFCO's adopted final budget for 2020-2021 totals \$656,892. 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 year-end balance of \$0 and with a purposeful aid of a planned \$180,000 transfer from reserves. Budgeted revenues are divided between three active units: intergovernmental contributions, application fees, and investments.

Discussion

This item is for the Commission to receive an update comparison of (a) budget 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 and file and provide related direction as needed.

Budgeted Expenses	Budgeted Revenues	Budgeted Year End Balance
FY 20-21	FY 20-21	FY 20-21
\$656,892	\$656,891	(\$1)

Administrative Office

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224 West Winton Avenue, Suite 110
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T: 510.670.6267
www.acgov.org/lafco

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Karla Brown, Regular
City of Pleasanton

Bob Woerner, Regular
City of Livermore

Melissa Hernandez, Alt.
City of Dublin

Ralph Johnson, Regular
Castro Valley Sanitary District

Ayn Wieskamp, Regular
East Bay Regional Park District

Geogean Vonheeder-Leopold, Alternate
Dublin San Ramon Services District

Sblend Sblendorio, Regular
Public Member

Vacant Seat, Alternate
Public Member

Summary of Operating Expenses

The Commission's budgeted operating expense total for 2020-2021 is \$656,892. Actual expenses processed through the first eight months totaled \$201,153 an amount representing 30.6% of the budgeted total with two-thirds of the fiscal year complete.

Actuals through the eight months and related analysis suggest the Commission is on pace to finish the fiscal year with an operating surplus of approximately \$205,000 in total expenses. 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	357,157	144,909	40.6%	212,248
Services and Supplies	186,662	35,832	19.2%	150,830
Internal Service Charges	63,073	20,412	32.4%	42,661
Contingencies	50,000	0	0%	50,000
	\$656,892	\$201,153	30.6%	\$455,739

Staffing Unit

The Commission budgeted \$357,157 in Staffing or Salaries and Benefits Unit for 2020-2021. Through the first eight months the Commission's estimated expenses within the affected accounts totaled \$144,909 or 40.6% of the budgeted amount. It is projected the Commission finish the fiscal year with a surplus of approximately \$70,000 due to the recruitment delay of the Commission Clerk position.

Services and Supplies Unit

The Commission budgeted \$186,662 in the Services and Supplies Unit for 2020-2021 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 \$35,832 or 19.2% of the budgeted amount. Only one of the affected accounts – Memberships – finished with balances exceeding the proportional 66.0% threshold with explanations provided below. It is projected the Commission will finish the fiscal year with a surplus of approximately \$75,000 in response to cost savings on professional services and consultants, mileage and travel, and staff workshops and conferences.

- 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 \$10,762 in this account for 2020-2021 based on recent actual trends. Actual expenses through February totaled \$10,662 or 99.0% of the budgeted amount and tied to providing full payment of all budgeted costs. Staff projects no additional expenses to this account.

Internal Services and Supplies

The Commission budgeted \$63,073 in the Internal Services and Supplies Unit for 2020-2021 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 \$20,412 or 32.4% of the budgeted amount. None of the affected accounts finished with balances exceeding the proportional 66.0% threshold, and staff estimates to finish the fiscal year with a balanced budget.

Summary of Operating Revenues

The Commission budgeted operating revenue total for 2020-2021 at \$656,891. Actual revenues collected through the first eight months totaled \$446,817. This amount represents 68.0% of the budgeted total with 66.0% of the fiscal year complete. A summary comparison of budgeted to actual operating revenue follows.

Actuals through the first eight months and related analysis suggest the Commission's year-end revenue totals will tally at \$656,891 and result in a balanced budget. An expanded discussion on the budgeted and actual revenues through the first eight months follows.

Revenue Units	Adopted	Actuals	Percent Expended	Remaining Balance
Agency Contributions	656,891	421,019	96%	18,872
Application Fees	30,000	19,225	64%	10,775
Interest	7,000	6,573	94%	427
Fund Balance Offset	180,000	0	0%	180,000
	\$656,891	\$446,817	68%	\$210,074

Agency Apportionments

The Commission budgeted \$656,891 in the Agency Apportionments Unit for 2020-2021. This total budgeted amount was to be divided in three equal shares at \$146,630 and invoiced among the County of Alameda, 14 cities, and 15 independent special districts as provided under State statute. Alameda LAFCO has received 95.7% of the agency apportionments. A third invoice to the remaining agencies has been forwarded from the County Auditor's Office.

Application Fees Unit

The Commission budgeted \$30,000 in the Application Fees Unit for 2020-2021. Through the first eight months, \$19,225 has been collected in this unit. Staff anticipates – and at least for budgeting purposes – the account ultimately tallying at \$25,000 and result in a year-end shortfall of \$5,000.

Interest Unit

The Commission budgeted \$7,000 in the Interest Unit for 2020-2021. Through the first eight months, \$6,573 has been collected in this unit by the County Treasurer. Staff anticipates – and at least for budgeting purposes – the account accruing at the current rate and ultimately tallying at \$7,000.

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.

Recommendation

It is recommended the Commission proceed with Alternative Action One.

Respectfully,



Rachel Jones
Executive Officer

Attachments:

1. 2020-2021 General Ledger through February 28, 2021

ALAMEDA LOCAL AGENCY FORMATION COMMISION

Regional Service Planning | Subdivision of the State of California

Expense Ledger

		FY2017-2018		FY2018-2019		FY2019-2020		FY2020-2021			
		Adopted	Actuals	Adopted	Actuals	Adopted	Actuals	Adopted	Actuals As of 02-28-21	Difference	Percent of Budget
Salary and Benefit Costs											
<u>Account</u>	<u>Description</u>										
60001	Staff Salaries	-	-	321,692	263,373	308,307	263,373	234,254	100,980	(133,274)	43.1%
-	Employee Benefits and Retirement (ACERA)	-	-	149,961	149,961	175,275	149,961	122,903	43,929	(78,974)	35.7%
		472,385	383,228	471,653	413,334	483,581	324,575	357,157	144,909	(212,248)	40.6%
Service and Supplies											
<u>Account</u>	<u>Description</u>										
-	Intern	1,600	-	1,600	0	1,600	0	1,600	-	-	-
610077	Postage	1,000	1,000	1,000	1,000	1,000	1,000	1,000	-	-	-
610141	Copier	2,000	2,503	3,000	3,000	3,000	3,000	3,000	-	-	-
610191	Pier Diems	7,500	7,300	7,700	7,700	7,800	7,800	8,000	4,000	(4,000)	50.0%
610211	Mileage/Travel	-	89	200	2,628	1,300	1,300	1,300	-	-	-
610461	Training (Conferences and Workshops)	20,000	17,171	20,000	20,000	13,000	6,000	5,000	-	-	-
610241	Records Retention	1,000	1,000	1,000	1,000	1,000	1,000	1,000	199	(801)	19.9%
610261	Consultants	75,000	75,000	96,000	90,000	90,000	90,000	96,000	21,436	(74,564)	22.3%
610261	Mapping - County	5,000	5,000	5,000	5,000	5,000	5,000	5,000	-	-	-
610261	Planning Services	25,000	10,000	25,000	5,000	5,000	6,000	5,000	-	-	-
610261	Legal Services	40,000	35,000	40,000	40,000	30,000	21,775	25,000	-	-	-
610311	CAO/CDA - County - Services	11,000	11,000	11,000	11,000	11,000	11,000	1,000	-	-	-
610312	Audit Services	7,500	-	10,000	7,500	7,700	10,000	10,000	-	-	-
610351	Memberships	8,675	8,774	9,000	9,026	10,476	10,476	10,762	10,662	(100)	99.1%
610421	Public Notices	5,000	2,000	5,000	5,000	5,000	5,000	5,000	305	(4,695)	6.1%
610441	Assessor - County - Services	5,000	-	2,500	2,500	2,500	2,500	2,500	-	-	-
610461	Special Departmental	500	500	1,500	1,500	1,500	1,500	1,500	284	(1,216)	18.9%
620041	Office Supplies	3,000	500	4,000	4,000	4,000	4,000	4,000	683	(3,317)	17.1%
		218,775	176,837	243,500	215,854	200,876	187,351	186,662	35,832	(150,830)	19.2%
Internal Service Charges											
<u>Account</u>	<u>Description</u>										
630051	Office Lease/Rent	3,200	3,200	3,200	3,200	25,000	3,200	32,500	5,837	(26,663)	18.0%
630021	Communication Services	3,218	3,218	3,878	3,878	3,950	3,950	100	-	-	-
630061	Information Technology	18,081	18,081	21,578	23,370	27,373	27,373	27,373	12,935	(14,438)	47.3%
630081	Risk Management	2,686	2,686	3,034	3,034	3,100	3,100	3,100	1,640	(1,460)	52.9%
		27,185	27,185	31,690	37,482	59,423	37,482	63,073	20,412	(42,661)	32.4%
Contingencies											
		50,000	-	50,000	-	50,000	-	50,000	-	-	-
<u>Account</u>	<u>Description</u>										
-	Operating Reserve	-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-
EXPENSE TOTALS		768,345	587,250	796,843	666,670	793,880	549,408	656,892	201,153	(455,739)	30.6%

Revenue Ledger

Intergovernmental

Account	Description
-	Agency Contributions
	County of Alameda
	Cities
	Special Districts

FY2017-2018		FY2018-2019		FY2019-2020		FY2020-2021			
Adopted	Actuals	Adopted	Actuals	Adopted	Actuals	Adopted	Actuals As of 02-28-21	Difference	Percent of Budget
196,115	196,114	196,948	196,948	192,127	192,127	146,630	146,631	1	100.0%
196,115	196,114	196,948	196,948	192,127	192,127	146,630	-	-	-
196,115	196,114	196,948	196,948	192,127	192,127	146,630	-	-	-
588,345	588,344	590,844	590,844	576,380	576,380	439,891	421,019	(18,872)	95.7%
30,000	16,000	30,000	10,000	30,000	25,000	30,000	19,225	(10,775)	64.1%
-	4,000	-	11,531	7,500	7,500	7,000	6,573	(427)	93.9%
150,000	150,000	176,000	176,000	180,000	180,000	180,000	-	-	-
REVENUE TOTALS	768,345 758,344	796,844 788,375		793,880 788,880		656,891	446,817	(210,074)	68.0%

OPERATING NET	-	171,094	-	246,268	-	239,472	(1)	245,664	-	-
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UNRESTRICTED FUND BALANCE			594,309		788,976					
As of June 30th										

AGENDA REPORT

March 11, 2021

Item No. 6

TO: Alameda Commissioners**FROM:** Rachel Jones, Executive Officer**SUBJECT:** **Concurrent Sphere of Influence Amendment and Annexation |
Terrace View (Tract 6869) and Keller Property to Oro Loma Sanitary District**

The Alameda Local Agency Formation Commission (LAFCO) will consider a change of organization proposal filed by the Oro Loma Sanitary District (OLSD) to annex approximately 65.1 acres of territory located within the unincorporated area of Eden Township. The purpose of the proposal is to provide wastewater services in support of the development of 25 single-family residences. The affected territory lies outside the established sphere of influence for the District and a concurrent amendment is necessary to facilitate an annexation. Staff recommends approval of a concurrent sphere amendment and proposed annexation with standard terms. The subject parcels are identified by the County of Alameda Assessor's Office as (085A-6000-004-00;028-00).

Background

Alameda LAFCO has received a request from OLSD for a change of organization proposal to annex approximately 65.1 acres of unincorporated territory to the District. As submitted, the affected territory consists of vacant land currently owned by RBC Real Estate Finance, Inc., referred to as "Tract 6869" and a property adjacent to Tract 6869, referred to as the Keller property. The Keller property currently uses an onsite septic system, and includes a single-family residence, and llama farm. The affected territory – Tract 6869 and the Keller property – include approximately 56.1 and 9.0 acres, respectively. The affected territory includes 27 parcels and a private roadway in the unincorporated area of Eden Township. Approval of the project would supply public wastewater services to the affected territory and would facilitate the development of 25 single-family residences on Tract 6869 for the development of the Terrace View subdivision. The subject parcels are identified by the County of Alameda Assessor's Office as (085A-6000-004-00;028-00).

Other Affected Agencies

The affected territory lies entirely within the unincorporated area. It also lies within the boundaries of the following special districts subject to Commission oversight:

- East Bay Municipal Utility District
- Eden Township Hospital District
- East Bay Regional Park District
- Alameda County Mosquito Abatement District

Administrative Office

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David Haubert, Regular
County of Alameda

Nate Miley, Regular
County of Alameda

Wilma Chan, Alternate
County of Alameda

Bob Woerner, Regular
City of Livermore

Karla Brown, Regular
City of Pleasanton

Melissa Hernandez, Alt.
City of Dublin

Ralph Johnson, Regular
Castro Valley Sanitary District

Ayn Wieskamp, Regular
East Bay Regional Park District

Geogean Vonheeder-Leopold, Alternate
Dublin San Ramon Services District

Sblend Sblendorio, Regular
Public Member

Tom Pico, Alternate
Public Member

- Fairview Fire Protection District
 - Hayward Area Recreation District
 - Alameda County Emergency Medical Services County Service Area
 - Alameda County Vector Control Service District
- * The affected territory also lies within the Castro Valley Unified School District and lies within County Supervisorial District No. 4 (Supervisor Nate Miley).

Discussion

This item is for the Commission to consider approving – with or without modifications – the applicant’s submitted change of organization proposal to annex the affected territory to USD. The Commission may also consider applying conditions to an approval so long as it does not directly regulate land use, property development, or subdivision requirements.

Purpose of Proposal

The primary purpose of the proposal is to facilitate the establishment of public wastewater services on the affected territory in step with the development of 25 residential housing units (Tract 6869) and provide public wastewater to a single-family residence and farm (Keller property).

Development Potential

The affected territory as proposed and detailed in Appendix B is zoned by the County of Alameda as “Planned Development” for Tract 6869 and as “Agriculture” for the Keller property. There are no proposed zoning changes for either Tract 6869 and the Keller property. The county zoning designation for Planned Development allows for a single-family residence with limited agricultural uses (R-1-L-B-E). Any intensity improvements of the affected territory would require County approval. The Terrace View subdivision development of 25 single-family residences on Tract 6869 was approved by the County in 2006.

Analysis

Staff has identified three central policy items for the Commission in considering the merits of the proposal under Cortese-Knox-Hertzberg Act of 2000 (“CKH”). These policy items ultimately take the form of Commission determinations and orient the membership to consider stand-alone merits of (a) amending OLSD’s sphere of influence, (b) timing of the annexation itself, and (c) applying discretionary boundary amendments or approval terms aimed at perfecting the action relative to member preferences in administering LAFCO law in Alameda County. A summary of the three sequential policy issues for the Commission to consider follows.

Amending OLSD's Sphere of Influence

The affected territory as proposed lies outside of OLSD's sphere of influence (SOI) and therefore necessitates an amendment to include the subject lands to allow for an annexation. This specifically includes considering the factors prescribed by the State Legislature as detailed in the following sections given that CKH specifies all boundary changes comply with the affected agencies' SOIs with limited exceptions (Government Code Section 56375.5 and 56742). Staff believes an amendment to OLSD's SOI to include the affected territory as proposed is sufficiently justified and supported by deference to three related policy factors. First, the affected territory lies adjacent to OLSD's existing wastewater main and therefore the amendment to the SOI to include subject lands would be responsive to the District's existing infrastructure system. Second, amending OLSD's SOI to include the affected territory would memorialize the Commission's preference to direct developed or developing lands, which by practice includes low-density residential units to urban services. An expanded justification addressing the factors required for review under State law is provided as Appendix A.

- The current sphere designation for OLSD was established by the Commission 1979 and was last updated in June 2013.
- Consistent with State law, it is the policy preference of the Commission to inform SOI changes by preparing municipal service reviews to independently assess the availability, adequacy, and performance of the subject services relative to local needs. The Commission is expected to complete a Countywide Wastewater, Water, Stormwater and Flood Control Municipal Services Review and assess the capacities and demands of all wastewater districts in Alameda County.

Amending the OLSD's SOI appears merited given the inclusion of the affected territory marks a reasonable and orderly expansion of the District's service area. Amendment would be consistent with past actions of the Commission – and appropriately aligns with uses, needs, and communities of interests.

Annexation Timing

The timing of the proposed change of organization appears appropriate and is highlighted by the analysis of the factors required for consideration under LAFCO law anytime a jurisdictional change is proposed. The majority of the prescribed factors focus on the impacts of the proposed annexation on the service and financial capacities of the receiving agency, OLSD. No single factor is determinative, and the intent is to provide a uniform baseline for LAFCOs in considering all jurisdictional changes in context to the Commission's own adopted policies and practices. A summary of key conclusions generated in the review of these factors for the boundary change proposal follows with a complete analysis provided in Appendix B.

- OLSD’s wastewater system has available treatment capacities to accommodate projected service demands of the affected territory at its projected maximum uses.
- Annexation of the affected territory to OLSD is consistent with adopted land use policies of the County of Alameda. These policies were comprehensively reviewed and memorialized in the adoption of the Alameda County Fairview Specific Plan. These planned uses for the affected territory are planned development with limited agricultural uses for Tract 6869, and agriculture uses for the Keller Property, and compatible with municipal wastewater service.
- Annexation to OLSD would provide a permanent wastewater solution for the affected territory’s planned development potential of single-family residences and is most cost-effective option available to the applicant.

The timing of the change of organization of the affected territory appears sufficient given the referenced (a) planning consistency, (b) service need, and (c) agency capacity considerations tied to extending public wastewater to the affected territory at its maximum allowable uses.

Staff has not identified any potential boundary amendments to the proposal that merit Commission consideration at this time. Accordingly, no further conditions of approval for the annexation are proposed.

Other Mandated Considerations

Property Tax Exchange

California Revenue and Taxation Code Section 99(b)(6) requires the adoption of a property tax exchange agreement by the affected local agencies before LAFCO can consider a jurisdictional change. Both the Oro Loma Sanitary District and County of Alameda have agreed to a “no” exchange agreement for this proposal – i.e., OLSD will not receive any new property tax allocation if annexation is approved and recorded with or without amendments.

Environmental Review

OLSD serves as the lead agency for assessing potential impacts of the proposal under the California Environmental Quality Act (CEQA) given the jurisdictional change is intended to facilitate the development of a county-approved development project. OLSD has determined the action qualifies as a project under CEQA and a draft Environmental Impact Report (EIR) and Supplemental Addendum was prepared to further evaluate potential and significant proposal impacts. The addendum accounts for the proposed annexation and sewer connections and concludes that the impacts the project would have are less than significant. Staff independently concurs OLSD on the proposed annexation and that it has made appropriate determinations.

The contemplated sphere amendment involving the affected territory into OLSD's sphere of influence are exempt from further review under the "general rule" given it can be seen with certainty the spheres are planning policies and any adjustments therein do not make changes to the environment or authorize new uses or services.

Conducting Authority Proceedings (Protest Hearings)

Protest proceeding for the change of organization may be waived by Alameda LAFCO under Government Code Section 56663 should the Commission proceed with approval. The waiver appropriately applies under this statute given the affected territory is uninhabited as defined under LAFCO law and the subject landowners have provided their respective written consent to the underlying proceedings.

Alternatives for Action

The following alternatives are available to the Commission:

Alternative One (Recommended):

Adopt the draft resolution identified as Attachment 1 approving the corresponding sphere of influence amendment to OLSD to include Tract 6869 and the Keller Property with or without any additional changes; and

Adopt the draft resolution identified as Attachment 2 approving the annexation to OLSD involving Tract 6869 and the Keller Property with standard terms with or without any additional changes.

Alternative Two:

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

Alternative Three:

Disapprove the proposal. Disapproval would statutorily prohibit the initiation of a similar proposal for one year unless a request for reconsideration is filed and approved by the Commission within 30 days.

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,

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. Draft Resolution of Approval
2. Vicinity Maps
3. Application Materials

**APPENDIX A
SPHERE OF INFLUENCE AMENDMENT
ANALYSIS OF MANDATORY FACTORS
GOVERNMENT CODE SECTION 56425**

1) The present and planned land uses in the area, including agricultural and open space lands.

The affected territory as proposed is approximately 65.1 acres in size and includes 26 undeveloped legal lots, and one legal lot developed with a single-family residence and llama farm. The planned use for Tract 6869 is to develop single-family residences relative to current County of Alameda land use policies. The Keller property will remain with the agriculture designation. There are no changes to agricultural or open space lands as defined under CKH.

2) The present and probable need for public facilities and services in the area.

The affected territory currently does not have a wastewater source. Expansion of OLSD's SOI to include the affected territory would facilitate an annexation under State law to grant wastewater with the connection to the District's existing public wastewater system.

3) The present capacity of public facilities and adequacy of public services that the agency provides or is authorized to provide.

In step with the review of the proposed annexation of the affected territory and OLSD's Sewer System Management Plan of 2019, staff has confirmed OLSD's existing service facilities have sufficient capacity to meet projected demands at maximum potential use.

4) The existence of any social or economic communities of interest in the area if the commission determines they are relevant to the agency.

The affected territory is bordering OLSD's existing jurisdictional boundary and lies adjacent to the District's wastewater main located along Five Canyons Parkway. These factors signals emerging social and economic ties between the affected territory and OLSD.

5) For agencies providing water, sewer, or fire protection, the present and probable need for those services within any disadvantaged unincorporated communities within the agency's existing sphere of influence.

There is no existing evidence indicating the presence of disadvantaged unincorporated communities within OLSD's sphere of influence that lack public wastewater services.

APPENDIX B

BOUNDARY CHANGE ANALYSIS OF MANDATORY FACTORS GOVERNMENT CODE SECTION 56668

1) Population and population density; land area and land use; per capita assessed valuation topography, natural boundaries, and drainage basins; proximity to other populated areas; the likelihood of significant growth in the area, and in adjacent areas during the next 10 years.

The affected territory consists of 27 parcels totaling 65.1 acres and is considered uninhabited due to the area containing less than 12 registered voters. The affected territory zoning designations are defined by the County of Alameda as planned development with limited agricultural uses for Tract 6869 and agricultural land for the Keller property. The affected territory lies adjacent to the Five Canyons residential community that is currently served by OLSD. The affected territory is consistent with the County's Fairview Specific Plan and subsequent actions taken by the Alameda County Planning Commission. The Terrace View subdivision on Tract 6869 is expected to support large single-family lots and medium density residential development. The assessed value of the affected territory totals \$6,926.747.

2) The need for organized community services; the present cost and adequacy of municipal services and controls in the area; probable future needs for those services and controls; probable effect of the proposed incorporation, formation, annexation, or exclusion and of alternative courses of action on the cost and adequacy of services and controls in the area and adjacent areas.

The current provision of municipal services to the affected territory is limited to emergency medical and law enforcement services provided by the County of Alameda. This also includes community planning, roads, and public safety. Public water services are provided by the City of Hayward and fire protection services are provided by the Fairview Fire Protection District. Needs for additional municipal services are emerging within the affected territory to support planned residential uses such as wastewater. The proposed annexation would not extend any new major roadways or stimulate development in the surrounding undeveloped areas. Alameda County has recognized the intent to urbanize the affected territory (Tract 6869) with its land use designation and the proposed annexation will follow the designated land use.

3) The effect of the proposed action and of alternative actions, on adjacent areas, on mutual social and economic interests, and on local government structure of the county.

Approving the annexation to OLSD would recognize and strengthen existing economic and social ties between the District and the affected territory. The adjacent Five Canyons residential

community is served by OLSD and would be an orderly extension of services to the Keller property and to Tract 6869, a subdivision that had been previously approved by the County of Alameda.

4) The conformity of the proposal and its anticipated effects with both the adopted commission policies on providing planned, orderly, efficient patterns of urban development, and the policies and priorities set forth in Government Code Section 56377.

The affected territory is proposed for 25 single-family residences and one already developed single-family residence and farm that would receive wastewater collection and treatment from OLSD. Approving the proposed change of organization would facilitate the establishment of public wastewater services to the proposed development in accordance with the County of Alameda's residential planning policies. One of the lands included in the affected territory qualify as agriculture and will remain as such and does not conflict with G.C. Section 56377. The proposed annexation follows Commission policies to match municipal services with planned development and limited agricultural uses.

5) The effect of the proposal on maintaining the physical and economic integrity of agricultural lands, as defined by Government Code Section 56016.

The affected territory that includes Tract 6869 does not qualify as "agricultural land" under CKH. Specifically, the affected territory is not used for any of the following purposes: producing an agricultural commodity for commercial purposes; left fallow under a crop rotational program; or enrolled in an agricultural subsidy program. The proposed annexation will not affect the physical and economic integrity of agricultural lands. The Terrace View subdivision was previously approved for residential use by the County of Alameda for planned development and is surrounded to the north, south and west with similar uses. The Keller property will remain as agricultural land.

6) The definiteness and certainty of the boundaries of the territory, the nonconformance of proposed boundaries with lines of assessment or ownership, the creation of islands or corridors or unincorporated territory, and other similar matters affecting the proposed boundaries.

Alameda LAFCO is in receipt of a draft map and geographic description of the affected territory that details the proposed boundaries consistent with the standards of the State Board of Equalization for mapping proposed jurisdictional changes. Approval would be conditioned on a final map and description conforming to the referenced standards. No lines of assessment are crossed.

7) Consistency with the city or county general plans, specific plans and adopted regional transportation plan.

The County of Alameda has found the proposed project of the Terrace View subdivision is consistent with the Fairview Specific Plan and designated the affected territory as “Planned Development” for residential uses. The Keller property has been identified by the County as “Agriculture” and will remain with that current designation. These planned land uses are consistent with the proposal’s immediate and future purpose to provide public wastewater service to the affected territory.

The proposal does not conflict with the regional transportation plan maintained by the Metropolitan Transportation Commission. The area does not lie within a Priority Conservation Area as identified by the Association of Bay Area Governments.

8) The sphere of influence of any local agency affected by the proposal.

The proposal to annex Tract 6869 and the Keller property to OLSD necessitates a concurrent sphere amendment and has been incorporated in the staff analysis. No other agency spheres necessitate amendments to accommodate the proposal.

9) The comments of any affected local agency or other public agency.

Staff provided notice of the proposal and invitation to provide comments or request approval conditions to other interested agencies. No substantive comments or term requests were received as of date of the agenda report.

10) The ability of the newly formed or receiving entity to provide the services which are the subject of the application to the area, including the sufficiency of revenues for those services following the proposed boundary change.

Information collected and reviewed as part of this proposal indicates OLSD appears to have established sufficient financial resources and administrative controls to provide public wastewater to the affected territory without adversely impacting existing ratepayers. Information collected and analyzed in the District’s financial statements concluded that OLSD has developed overall adequate financial resources and controls relative to their service commitments.

11) Timely availability of water supplies adequate for projected needs as specified in Government Code Section 65352.5.

The proposed annexation of the affected territory to OLSD is not expected to have an impact on the timely availability of water supplies as the City of Hayward is identified as the viable water service

provider to the proposed Terrace View subdivision, and the City has adequate water supplies to service the project.

12) The extent to which the proposal will affect a city or cities and the county in achieving their respective fair shares of the regional housing needs as determined by the appropriate council of governments.

The proposed annexation will add 25 single-family residences to the County of Alameda's regional housing needs and assist in the County's ability to achieve its regional housing need allocation as determined by the Association of Bay Area Governments due to its land use designation as planned development. The proposal, if approved, would not change the designation assignment.

13) Any information or comments from the landowner or owners, voters, or residents of the affected territory.

The affected territory is uninhabited as defined by LAFCO law (11 registered voters or less). The landowners support the annexation underlying the change of organization and have provided their written consent to the proceedings.

14) Any information relating to existing land use designations.

The County of Alameda General Plan designates the affected territory as "Planned Development" for Tract 6869 and as "Agriculture" for the Keller property.

15) The extent to which the proposal will promote environmental justice.

There is no documentation or evidence suggesting the proposal will have a measurable effect with respect to promoting environmental justice.

16) Whether the proposed annexation will be for the interest of the landowners or present or future inhabitants within the district and within the territory proposed to be annexed to the district.

Approval of the change of organization would benefit current and future landowners and residents by providing the affected territory and its existing and planned residential and agricultural uses access to public wastewater service.

17) Information contained in local hazard mitigation plan, information contained in a safety element of a general plan, and any maps that identify land as a very high fire hazard zone pursuant to Section 51178 or maps that identify land determined to be in a state responsibility area pursuant to Section 4102 of the Public Resources Code, if determined that such information is relevant to the area that is subject of the proposal.

The affected territory does lie within a high fire area according to the County of Alameda's Fire and Resource Assessment Plan and is considered an "S-5 High Fire Area."

ALAMEDA LOCAL AGENCY FORMATION COMMISSION

RESOLUTION NO. 2021-XX

**APPROVAL ANNEXATION OF TERRACE VIEW AND THE KELLER PROPERTY
TO THE ORO LOMA SANITARY DISTRICT, SPHERE OF INFLUENCE
AMENDMENT AND WAIVER OF PROTEST PROCEEDINGS**

WHEREAS, the Alameda Local Agency Formation Commission, hereinafter referred to as the “Commission,” is responsible for regulating boundary changes affecting cities and special districts under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000; and

WHEREAS, a resolution of application dated February 20, 2007 was filed by the Oro Loma Sanitary District (“District”), with the Executive Officer of the Alameda Local Agency Commission, pursuant to Title 5, Division 3, commencing with Section 56000 of the California Government Code;

WHEREAS, said application shall be referred to as the Terrace View No. 1 Change of Organization; and

WHEREAS, the purpose of requesting approval of an annexation and sphere of influence amendment is to provide wastewater services to 65.1 acres of unincorporated territory in Alameda County; and

WHEREAS, the subject territory is uninhabited as it contains three registered voters under Government Code Section 56046 in which all the landowners have provided their written consent to the annexation and that no affected agency has submitted written opposition to a waiver of protest proceedings; and

WHEREAS, the District agreed to no exchange of property taxes pursuant to Revenue and Taxation Code Section 99; and

WHEREAS, the Executive Officer has reviewed the proposal and prepared a report with recommendations; and

WHEREAS, the Executive Officer’s report and recommendations on the proposal have been presented to the Commission in the manner provided by law; and

WHEREAS, the Commission considered all factors required by law under Government Code Section 56668 and adopted local policies and procedures;

WHEREAS, annexations are projects and subject to the provisions of the California Environmental Quality Act (CEQA); and

WHEREAS, the Commission has determined that, pursuant to CEQA, it is the responsible agency for the proposed change of organization; and

WHEREAS, the Commission has reviewed and considered a Draft Environmental Impact Report (“EIR”) and Addendum approved by the lead agency, Oro Loma Sanitary District; and

WHEREAS, a public meeting was held on March 11, 2021, Alameda LAFCO heard and received all oral and written protests, objections, and evidence which were made, presented or filed and all persons present were given an opportunity to appear and be heard with respect to any matter pertaining to said application.

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

1. The Commission’s determinations on the proposal incorporate the information and analysis provided in the Executive Officer’s written report presented on March 11, 2021.
2. The Commission certifies it has reviewed and considered the environmental effects of the Terrace View No. 1 Change of Organization, and feasible mitigation measures and alternatives within the Commission’s powers contained in the Draft Environmental Impact Report (EIR) and Addendum and related environmental documentation prepared for the Terrace View subdivision development and certified by the District (Lead Agency), and, finding them to be adequate for its purposes in reviewing and approving the proposed change of organization, the Commission in exercise of its independent judgement adopt as its own the findings and determinations outlined in the EIR and Addendum to conclude that based upon substantial evidence in the record as a whole that the Terrace View No. 1 Change of Organization shall not have any significant environmental effects.
3. The Commission finds the sphere of influence amendment to the Oro Loma Sanitary District to include the affected territory as described qualifies as a project under CEQA but exempt from further review under the “general rule” provision provided under State CEQA Guidelines Section 15601(b)(3). This exemption appropriately applies given it can be seen with certainty spheres of influence are planning policies and any amendments do not make any changes to the environment or authorize any new uses or services.
4. The Commission APPROVES the following sphere of influence amendment subject to successful recordation of the associated change of organization and in doing so makes the statements required under Government Code Section 56425 and provided in “Exhibit A.”
5. The Executive Officer is the custodian of the records of these environmental proceedings on which this determination is based. The records upon which these findings and determination are made are located at the office of the Commission at 224 West Winton Avenue, Suite 110, Hayward, California 94544.
6. The agreement will permit the provision of wastewater services to the Terrace View Estates and the Keller property located in the unincorporated area of Eden Township in the County of Alameda.

7. Approval would be conditioned on a final map and geographic description conforming to the standards of the State Board of Equalization.
8. The subject territory is uninhabited as it contains three registered voters under Government Code Section 56663 in which all the landowners have provided their written consent to the annexation and that no affected agency has submitted written opposition to a waiver of protest proceedings; therefore, LAFCO does hereby waive the protest proceedings for this annexation action in accordance with the provisions of Government Code Section 56663; and
9. As allowed under Government Code 56107, the Commission authorizes the Executive Officer to make non-substantive corrections to this resolution to address any technical defect, error, irregularity, or omission.

PASSED AND ADOPTED by the Alameda Local Agency Formation Commission on March 11, 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

ATTEST:

Sblend Sblendorio
Chair

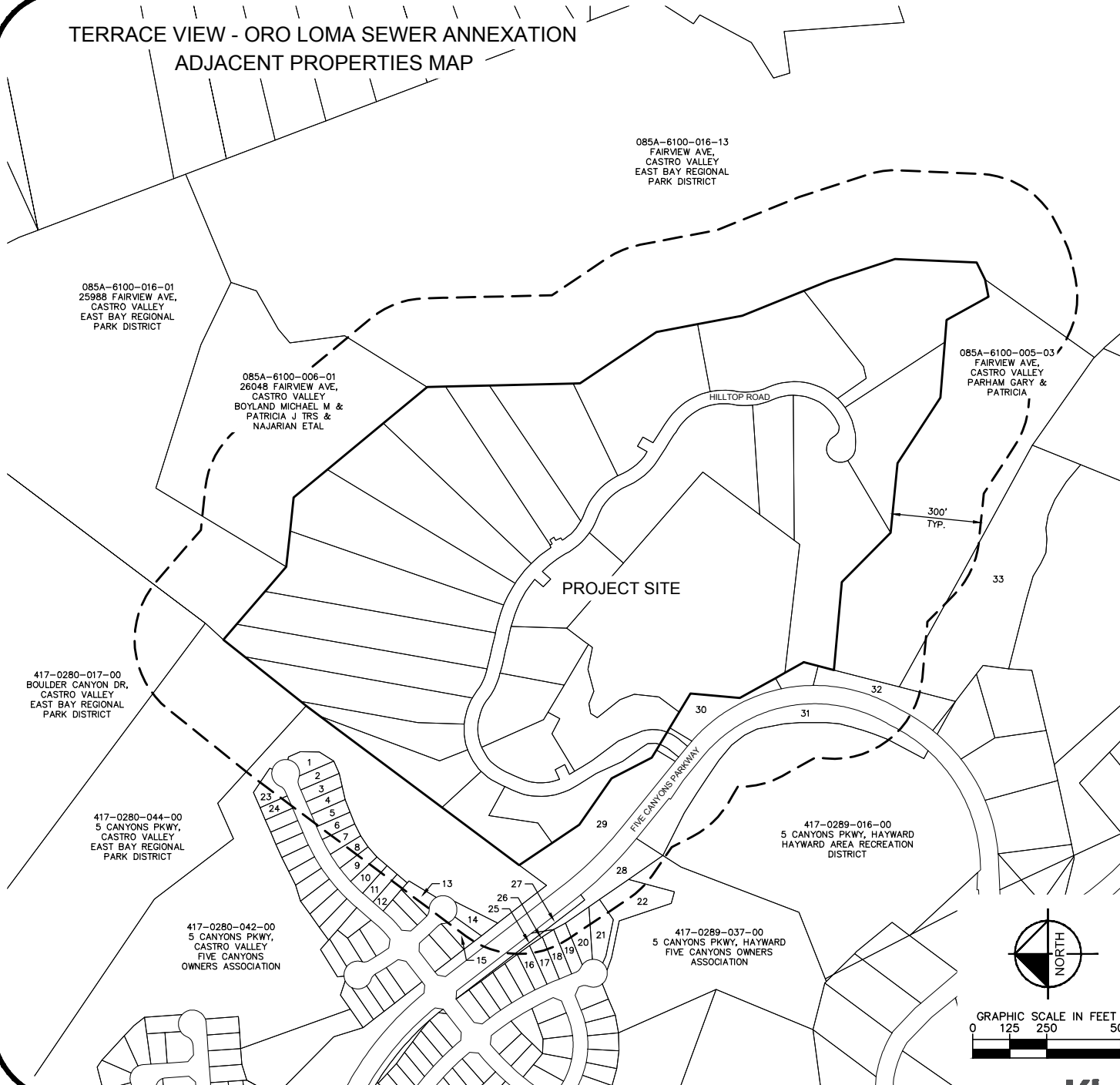
Rachel Jones
Executive Officer

APPROVED TO FORM:

Andrew Massey
Legal Counsel

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TERRACE VIEW - ORO LOMA SEWER ANNEXATION ADJACENT PROPERTIES MAP



PARCEL INFORMATION

- 417-0297-023-00
5357 FAIRWEATHER CT, CASTRO VALLEY
RODRIGUEZ ANA L & SOTO MARTIN B
- 417-0297-024-00
5351 FAIRWEATHER CT, CASTRO VALLEY
CHOY GARY F & MARIA V TRS
- 417-0297-025-00
5335 FAIRWEATHER CT, CASTRO VALLEY
CMELAK JOHN
- 417-0297-026-00
5329 FAIRWEATHER CT, CASTRO VALLEY
WOOD EDMUND & SHARON
- 417-0297-027-00
5325 FAIRWEATHER CT, CASTRO VALLEY
LEONG LISA & FONG KIRBY O
- 417-0297-028-00
5319 FAIRWEATHER CT, CASTRO VALLEY
WOMACK CRISTINA & JORDAN TRS
- 417-0297-029-00
5315 FAIRWEATHER CT, CASTRO VALLEY
LOUIE SEPHANIE TR
- 417-0297-030-00
5309 FAIRWEATHER CT, CASTRO VALLEY
WARREN GRACE & THOMAS F
- 417-0297-031-00
5299 FAIRWEATHER CT, CASTRO VALLEY
PIECHOWIAK MAREK & COLUCI AMY E TRS
- 417-0297-032-00
5291 FAIRWEATHER CT, CASTRO VALLEY
JEONG ALVIN & DONA
- 417-0297-033-00
5287 FAIRWEATHER CT, CASTRO VALLEY
CHEN BENSON & PENG XIAO T
- 417-0297-034-00
5281 FAIRWEATHER CT, CASTRO VALLEY
AMARAL BRAD G & DEBRA J
- 417-0297-037-00
25800 ANNE CT, CASTRO VALLEY
SEAH MARVIN
- 417-0297-038-00
25805 ANNE CT, CASTRO VALLEY
WHITE HERMAN JR & LOIS F
- 417-0297-039-00
25797 ANNE CT, CASTRO VALLEY
FONG AVERY & CAROLING TRS
- 417-0294-063-00
25806 CLEAR SPRINGS CT, HAYWARD
HO MATTHEW & WONG SAU Y
- 417-0294-064-00
25810 CLEAR SPRINGS CT, HAYWARD
LO WILLIE K & MOK LOUISA S TRS
- 417-0294-065-00
25816 CLEAR SPRINGS CT, HAYWARD
SAAD SAAD M & SAFAA S
- 417-0294-066-00
25820 CLEAR SPRINGS CT, HAYWARD
NAVAREO CARL P & THERESA A
- 417-0294-067-00
25826 CLEAR SPRINGS CT, CASTRO VALLEY
GOODVIEW FINANCIAL & REAL ESTATE I
- 417-0294-068-00
25830 CLEAR SPRINGS CT, HAYWARD
DRATVA ALEXANDER & STARIKOVA IVETTA
- 417-0294-069-00
25836 CLEAR SPRINGS CT, HAYWARD
DIONISIO ARNEL & EDWINA TRS
- 417-0297-022-00
5352 FAIRWEATHER CT, CASTRO VALLEY
MARIN BRET & NAIM SUHAILA
- 417-0297-021-00
5336 FAIRWEATHER CT, CASTRO VALLEY
SHEN BRIAN & KATE
- 417-0294-001-00
5 CANYONS PKWY, HAYWARD
CENTEX REAL ESTATE CORPORATION
- 417-0280-035-00
5 CANYONS PKWY, HAYWARD
CENTEX REAL ESTATE CORPORATION
- 417-0294-002-00
5 CANYONS PKWY, CASTRO VALLEY
CENTEX REAL ESTATE CORPORATION
- 417-0280-036-00
5 CANYONS PKWY, CASTRO VALLEY
CENTEX REAL ESTATE CORPORATION
- 417-0297-001-00
5 CANYONS PKWY, CASTRO VALLEY
FIVE CANYONS OWNERS ASSOCIATION
- 417-0289-002-00
5 CANYONS PKWY, CASTRO VALLEY
FIVE CANYONS OWNERS ASSOCIATION
- 417-0289-015-00
5 CANYONS PKWY, CASTRO VALLEY
HAYWARD AREA RECREATION DISTRICT
- 417-0289-004-00
5 CANYONS PKWY, CASTRO VALLEY
FIVE CANYONS OWNERS ASSOCIATION
- 085A-6100-005-05
FAIRVIEW AVE, CASTRO VALLEY
SANTOS MARIA D TR

NOTES

- ALL PARCEL LINES, APN NUMBERS AND ADDRESSES PER ALAMEDA COUNTY DATA SHARING INITIATIVE SITE AS OF 12-21-2018.
- ALL PROPERTY OWNER INFORMATION PROCURED VIA PARCELQUEST ONLINE SERVICE AS OF 12-21-2018.

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Appendix B2. APPLICATION QUESTIONNAIRE (updated 1/2008)
Alameda Local Agency Formation Commission

1. APPLICANT (Local Agency, Registered Voter, Landowner or 3 Chief Petitioners)

Agency/Individual Name: Oro Loma Sanitary District

1.a. Name of Designated Agency Contact or Chief Petitioner. Jason J. Warner, General Manager/
Treasurer

Address. 2655 Grant Avenue

San Lorenzo, CA 94580-1838

Phone. (510) 276-4700

FAX. (510) 276-1528

E-Mail. jwarner@oroloma.org

1b. Name 2. William Halsted

Address. 2655 Grant Avenue

San Lorenzo, CA 94580-1838

Phone. (510) 276-4700

FAX. (510) 276-1528

E-Mail. halsted@oroloma.org

1c. Name 3. _____

Address. _____

2. NAME/TITLE OF APPLICATION PROPOSAL

Terrace View Annexation to Oro Loma Sanitary District No. 2007-2

3. TYPE OF PROPOSAL/PROJECT (Check all that apply)

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Annexation | <input type="checkbox"/> Consolidation | <input type="checkbox"/> Detachment |
| <input type="checkbox"/> Formation | <input type="checkbox"/> Incorporation | <input type="checkbox"/> Exercise of Latent Powers |
| <input type="checkbox"/> Disincorporation | <input type="checkbox"/> Merger | <input type="checkbox"/> Dissolution |
| <input type="checkbox"/> Reorganization | <input type="checkbox"/> Special Study | <input type="checkbox"/> Municipal Service Review |
| <input checked="" type="checkbox"/> SOI Amendment | <input type="checkbox"/> SOI Update | <input type="checkbox"/> Initial SOI Determination |
| <input type="checkbox"/> Establishment of Subsidiary District | | |

Describe the proposal or proposed change(s) of organization. Provide a justification for each proposed change. Attach extra sheets if necessary.

This proposal is for annexation of approximately 65.10 acres to the Oro Loma Sanitary District for sanitary sewer services in anticipation of the development of Tract 6869 in the unincorporated area of Eden Township, Alameda County, California. Currently vacant land owned by RBC Real Estate Finance Inc., Tract 6869 and the private road total approximately 56.14 acres. The Keller property, adjacent to Tract 6869, which is approximately 9 acres, is also included in this proposal for

annexation to the Oro Loma Sanitary District. The Keller property includes a single-family residence and Llama farm that is currently on a septic system.

Justification:

The Final Map for Tract 6869 (APNs 085A-6000-004-00 through 028-00 and 085A-6000-003-00) was recorded on October 9, 2006 (See Attachment 19b). A developer is now ready to move forward with construction of homes as allowed by Alameda County conditions of approval described in Attachment 19c, Miscellaneous County Planning Commission Adoptions related to this project, and the approved Tract Map. All municipal services are available with the exception of annexation to Oro Loma Sanitary District. Approval of this project will ensure an efficient delivery of sanitary sewer services to the territory. Included in this proposal for annexation to the Oro Loma Sanitary District is the Keller property (APN 085A-6000-002-17). The property, adjacent to Tract 6869, has a single-family residence and Llama farm, and the property owners desire to be annexed to Oro Loma Sanitary District.

4. CERTIFIED RESOLUTION OR PETITION (Attach)

Application Initiated By:

(X) Resolution of Application No.: 3408 Date Adopted: March 1, 2011

OR

() Landowner/Registered Voter Petition (The Cortese-Knox-Hertzberg (CKH) Act requires that a petition contain the number of signatures required for each type of requested government change.)

5. BASIC INFORMATION

5a. Describe the proposal area's general location and boundaries (access road/way, closest county road intersection, road junctions, freeways, railroad lines).

The subject territory is south of I-580, northeast of Fairview Avenue, adjacent to and southeast of the Five Canyons residential development in the Fairview Area of unincorporated Alameda County. (See Attachment 11, Exhibit 3)

5b. Number of acres 65.10; Square Miles .10 in project site.

5c. Number of registered voters 4 (APN 085A-6000-002-17 – Keller property) Source of information Alameda County Registrar of Voters

5d. Number of dwelling units 1 (APN 085A-6000-002-17) Source of information: Alameda County Assessor

5e. Number people living on the site 4 Source of information: Registrar of Voters

5f. Assessed Valuation: (See below) Land _____ Improvements _____ Total _____

APN	Assessed Valuation: Land	Improvements	Total
085A-6000-002-17	\$ 98,233	\$137,208	\$235,441
085A-6000-003-00	Hilltop Road (Private Roadway)	-	-
085A-6000-004-00	\$308,566	-	\$308,566
085A-6000-005-00	\$153,934	-	\$153,934
085A-6000-006-00	\$395,460	-	\$395,460
085A-6000-007-00	\$190,048	-	\$190,048
085A-6000-008-00	\$107,245	-	\$107,245
085A-6000-009-00	\$110,736	-	\$110,736
085A-6000-010-00	\$106,746	-	\$106,746
085A-6000-011-00	\$194,039	-	\$194,039
085A-6000-012-00	\$113,630	-	\$113,630
085A-6000-013-00	\$107,145	-	\$107,145
085A-6000-014-00	\$109,240	-	\$109,240
085A-6000-015-00	\$109,040	-	\$109,040
085A-6000-016-00	\$195,735	-	\$195,735
085A-6000-017-00	\$238,533	-	\$238,533
085A-6000-018-00	\$277,241	-	\$277,241
085A-6000-019-00	\$326,424	-	\$326,424
085A-6000-020-00	\$331,213	-	\$331,213
085A-6000-021-00	\$300,685	-	\$300,685
085A-6000-022-00	\$292,904	-	\$292,904
085A-6000-023-00	\$206,010	-	\$206,010
085A-6000-024-00	\$256,191	-	\$256,191
085A-6000-025-00	\$325,825	-	\$325,825
085A-6000-026-00	\$351,365	-	\$351,365
085A-6000-027-00	\$383,888	-	\$383,888
085A-6000-028-00	\$141,663	-	\$141,663

5g. Existing Land Uses

Tract 6869 and the proposed private roadway (approximately 56.14 acres) associated with development of the subdivision are currently vacant land. The Keller property consists of a single-family dwelling and Llama farm on approximate 9 acres.

5h. Proposed Land Uses

Tract 6869 will be developed to include 25 single-family residences as approved by Alameda County in 2006 and include a private road (APN 085A-6000-003-00). There will be no change to the land uses on the Keller property.

5i. Current and proposed zoning and planning designation(s)

Tract 6869 (APNs 085A-6000-004-00 through 028-00) and the private roadway (APN 085A-6000-003-00) are zoned PD (Planned Development – 1923rd Zoning Unit). The PD District allows R-1-L-B-E (Single Family Residence, Limited Agricultural) District uses. There is no proposed zoning change. The Keller property is zoned A (Agriculture) and there is no proposed zoning change. The Keller property is located on land governed by Measure D outside the County's Urban Growth Boundary.

5j. Regional Housing Needs Allocation (RNHA) Requirements and Number of Affordable Units Provided

Not Applicable.

5k. Property Information.

Number of parcels in project site 27 Number of landowners 2

Source of information: Research of title documents and preparation of Preliminary Proposal Map by Ruggeri-Jensen-Azar.

Names & Addresses of All Landowners & Associated Parcel Numbers:

Assessor's Parcel Number/s/Address	Landowner Name/ Address
1. 85A-6000-0002-17 25900 Fairview Avenue Castro Valley, CA 94542-1412	Donald and Janice Keller, TRS 25900 Fairview Avenue Castro Valley, CA 94542-1412
2. 085A-6000-003-00 Fairview Avenue Castro Valley, CA 94546	RBC Real Estate Finance Inc. 3161 Michelson Drive, #1500 Irvine, CA 92612-4414
3. 085A-6000-004-00 5499 Hilltop Road Castro Valley, CA 94546	RBC Real Estate Finance Inc. 3161 Michelson Drive, #1500 Irvine, CA 92612-4414
4. 085A-6000-005-00 5469 Hilltop Road Castro Valley, CA 94546	RBC Real Estate Finance Inc. 3161 Michelson Drive, #1500 Irvine, CA 92612-4414
5. 085A-6000-006-00 5439 Hilltop Road Castro Valley, CA 94546	RBC Real Estate Finance Inc. 3161 Michelson Drive, #1500 Irvine, CA 92612-4414
6. 085A-6000-007-00 5409 Hilltop Road	RBC Real Estate Finance Inc. 3161 Michelson Drive, #1500

Castro Valley, CA 94546	Irvine, CA 92612-4414
7. 085A-6000-008-00 5379 Hilltop Road Castro Valley, CA 94546	RBC Real Estate Finance Inc. 3161 Michelson Drive, #1500 Irvine, CA 92612-4414
8. 085A-6000-009-00 5349 Hilltop Road Castro Valley, CA 94546	RBC Real Estate Finance Inc. 3161 Michelson Drive, #1500 Irvine, CA 92612-4414
9. 085A-6000-010-00 5319 Hilltop Road Castro Valley, CA 94546	RBC Real Estate Finance Inc. 3161 Michelson Drive, #1500 Irvine, CA 92612-4414
10. 085A-6000-011-00 5289 Hilltop Road Castro Valley, CA 94546	RBC Real Estate Finance Inc. 3161 Michelson Drive, #1500 Irvine, CA 92612-4414
11. 085A-6000-012-00 5262 Hilltop Road Castro Valley, CA 94546	RBC Real Estate Finance Inc. 3161 Michelson Drive, #1500 Irvine, CA 92612-4414
12. 085A-6000-013-00 5276 Hilltop Road Castro Valley, CA 94546	RBC Real Estate Finance Inc. 3161 Michelson Drive, #1500 Irvine, CA 92612-4414
13. 085A-6000-014-00 5290 Hilltop Road Castro Valley, CA 94546	RBC Real Estate Finance Inc. 3161 Michelson Drive, #1500 Irvine, CA 92612-4414
14. 085A-6000-015-00 5309 Hilltop Road Castro Valley, CA 94546	RBC Real Estate Finance Inc. 3161 Michelson Drive, #1500 Irvine, CA 92612-4414
15. 085A-6000-016-00 5318 Hilltop Road Castro Valley, CA 94546	RBC Real Estate Finance Inc. 3161 Michelson Drive, #1500 Irvine, CA 92612-4414
16. 085A-6000-017-00 5332 Hilltop Road Castro Valley, CA 94546	RBC Real Estate Finance Inc. 3161 Michelson Drive, #1500 Irvine, CA 92612-4414
17. 085A-6000-018-00 5346 Hilltop Road Castro Valley, CA 94546	RBC Real Estate Finance Inc. 3161 Michelson Drive, #1500 Irvine, CA 92612-4414
18. 085A-6000-019-00 5360 Hilltop Road Castro Valley, CA 94546	RBC Real Estate Finance Inc. 3161 Michelson Drive, #1500 Irvine, CA 92612-4414

19. 085A-6000-020-00 5376 Hilltop Road Castro Valley, CA 94546	RBC Real Estate Finance Inc. 3161 Michelson Drive, #1500 Irvine, CA 92612-4414
20. 085A-6000-021-00 5388 Hilltop Road Castro Valley, CA 94546	RBC Real Estate Finance Inc. 3161 Michelson Drive, #1500 Irvine, CA 92612-4414
21. 085A-6000-022-00 5402 Hilltop Road Castro Valley, CA 94546	RBC Real Estate Finance Inc. 3161 Michelson Drive, #1500 Irvine, CA 92612-4414
22. 085A-6000-023-00 5416 Hilltop Road Castro Valley, CA 94546	RBC Real Estate Finance Inc. 3161 Michelson Drive, #1500 Irvine, CA 92612-4414
23. 085A-6000-024-00 5430 Hilltop Road Castro Valley, CA 94546	RBC Real Estate Finance Inc. 3161 Michelson Drive, #1500 Irvine, CA 92612-4414
24. 085A-6000-025-00 5446 Hilltop Road Castro Valley, CA 94546	RBC Real Estate Finance Inc. 3161 Michelson Drive, #1500 Irvine, CA 92612-4414
25. 085A-6000-026-00 5458 Hilltop Road Castro Valley, CA 94546	RBC Real Estate Finance Inc. 3161 Michelson Drive, #1500 Irvine, CA 92612-4414
26. 085A-6000-027-00 5472 Hilltop Road Castro Valley, CA 94546	RBC Real Estate Finance Inc. 3161 Michelson Drive, #1500 Irvine, CA 92612-4414
27. 085A-6000-028-00 5486 Hilltop Road Castro Valley, CA 94546	RBC Real Estate Finance Inc. 3161 Michelson Drive, #1500 Irvine, CA 92612-4414

Applicable Tax Rate Area(s):

Parcel Number/s	Tax Rate Area/s
085A-6000-002-17	054-099
085A-6000-003-00	054-099
085A-6000-004-00	054-099
085A-6000-005-00	054-099
085A-6000-006-00	054-099
085A-6000-007-00	054-099
085A-6000-008-00	054-099
085A-6000-009-00	054-099
085A-6000-010-00	054-099
085A-6000-011-00	054-099

085A-6000-012-00	054-099
085A-6000-013-00	054-099
085A-6000-014-00	054-099
085A-6000-015-00	054-099
085A-6000-016-00	054-099
085A-6000-017-00	054-099
085A-6000-018-00	054-099
085A-6000-019-00	054-099
085A-6000-020-00	054-099
085A-6000-021-00	054-099
085A-6000-022-00	054-099
085A-6000-023-00	054-099
085A-6000-024-00	054-099
085A-6000-024-00	054-099
085A-6000-025-00	054-099
085A-6000-026-00	054-099
085A-6000-027-00	054-099
085A-6000-028-00	054-099

6. DESCRIPTIONS AND SETTING

6a. Provide the following land use maps with legends for the project site and immediately adjacent parcels, and clearly identify the project site; County General Plan (Attachment 11, Figures 6 and 7); City General Plan (Attachment 11, Figure 7); Existing Land Use Zones (Attachment 11, Figures 6 and 8); Prezone if applicable (**Not Applicable**); and Community/Specific Plan if applicable (Attachment 11, Figures 2, 3 and 4).

6b. Is the proposed change consistent with the terms and conditions of the affected local agency's General Plan? Yes ☒ No ☐ Explain.

The General Plan designation is Planned Development for APNs 085A-6000-003-00 through 028-00.

The Keller property (APN 085A-6000-002-17) is designated as A (Agriculture) and is utilized as a Llama farm with one residence.

6c. With Community or Specific Plans? Yes ☒ No ☐ Not Applicable ☐ Explain.

The Terrace View property is consistent with the Fairview Specific Plan and subsequent actions by the Alameda County Planning Commission. The project is consistent with other land uses and transportation and service facilities with adjacent developments on the north, south and west.

6d. Describe the proximity of the site to populated areas.

The site is in proximity to populated areas on the north (medium density residential), south (large single-family lots), and west (medium density residential). East Bay Regional Park District property is to the south of the project.

6e. What are the intended uses of the territory, over the next 5, 10 and 15 years (if different), if application is approved? Single-family residential use.

6f. Are any other in-process or anticipated development, planning or land use proposals expected for this site within the next two years? Check all that are applicable.

() Proposals to LAFCO () Land Use Entitlements from a county or city
(X) Permits from state or federal entity

6g. If applicant is a CITY, Government Code Section 56375 requires that the city prezone territory proposed to be annexed.

Has territory been pre-zoned? Yes ____ No ____ If yes, what is the pre-zoning designation and what does it mean?

Not Applicable for this annexation to the Oro Loma Sanitary District.

6h. Attach copy of certified City Resolution/ Ordinance Number: 3408.

Date Adopted: 2/20/2007.

6i. If applicant is a DISTRICT, what planning, zoning and subdivision changes are proposed, or have been approved by the city or county?

No zoning and subdivision changes are proposed. The 25 parcels currently owned by RBC Real Estate Finance Inc. were zoned PD (Planned Development, 1923rd Zoning Unit) by Alameda County. The PD District allows R-1-L-B-E (Single Family Residence, Limited Agriculture) District uses. The 25-lot Tract 6869 was recorded on October 9, 2006. The Keller property is zoned A (Agriculture) and there are no proposed changes to the zoning.

6j. What is the estimated future population in the territory?

At end of 5 years 72 ∇ At end of 10 years 72 ∇ At end of 15 years 72 ∇

Source of Information U.S. Census 2000 (2.67 members per household)

6k. Have landowners consented to the proposal? Yes X No ____

If yes, how many? 2 % of total landowners? 100%

If yes, attach originals of Signature Consent Forms.

If no, explain.

6l. How will the proposal affect the physical and economic integrity of agricultural lands, as defined by Section 56016? Explain.

The project will not affect the physical and economic integrity of agricultural lands, as defined by Section 56016. The Terrace View subdivision was previously approved for residential use by Alameda County for planned development and is surrounded on the north, south and west with similar use. The Keller property will remain agricultural land.

6m. How does the proposed change and its anticipated effects conform with LAFCo policies for promoting planned, orderly, efficient patterns of urban development? Explain.

The proposed project does not call for extension of major new roadways or utility systems into undeveloped areas (other than the proposal area) that would stimulate development in those undeveloped areas. Alameda County has recognized the an intent to urbanize the proposal area, and it is included in County's sphere of influence. Terrace view is within the urban growth boundary, although the Keller property is not. The Terrace View (formerly called Oak Terrace) project has received previous approvals and service agencies have determined that the area can be served. The proposal area is adjacent to similar planned and orderly residential uses on the north, south and west of the proposal area.

6n. Adjacent Land Uses.

	Existing Land Uses	General Plan Designation	Zoning Designation
North	Medium Density Residential	Single Family Residential	Planned Development
South	Large Lot Single Family Lots	Single Family Residential	Planned Development
East	East Bay Regional Park Property	Parks/Open Space	Parks/Open Space
West	Medium Density Residential Lots	Single Family Residential	Planned Development

6o. How will the proposed change affect mutual social and economic interests of adjacent areas? Explain.

The proposed annexation to Oro Loma Sanitary District will not affect the social and economic interests of adjacent areas. The adjacent Five Canyons residential community is currently served by Oro Loma Sanitary District and this would be an orderly extension of services to a subdivision that has been previously approved by Alameda County.

6p. Have interested residents, agencies and/or organizations expressed support or opposition to this proposal. If so, identify interested parties and briefly describe issues. It is not necessary to explain the support of initiating agency.

No known opposition.

6q. What is the effect of proposal denial on proposed or approved development if any?

The proposed Terrace View development would not be constructed as previously approved for residential use by Alameda County. The use is consistent with adjacent developments and adequate services are available to serve the proposed project. There will be no change to the Keller property other than annexation to the Oro Loma Sanitary District.

6r. Is territory contiguous to the district or city's existing boundary? Yes ☒ No ☐

If no, is the area less than 300 acres in size, owned by the city and currently being used for a municipal purpose? Explain.

6s. Do the proposed boundaries create an "island" or pocket of unincorporated territory?
Yes ☐ No ☒

If yes, provide supplemental information explaining how the proposal promotes the orderly growth and development of the community.

6t. Each applicant is required to notify **all** affected local agencies of this proposed change. Have all affected local agencies been informed?
Yes ☒ No ☐ (Attach a list of the affected agencies and a verification for each.)

6u. For district formations, district consolidations, incorporations or city consolidations, provide a proposed agency name (optional). Not Applicable.

6v. For district formations, provide the name of the Principal Act under which the proposed district would be governed. Not Applicable

6w. Provide a proposed appropriations limit (optional) if applicable. Not Applicable

7. PLAN FOR PROVIDING MUNICIPAL SERVICES

7a. Provide a plan for providing services (See Part III, Sections 2.24 and 2.25 of Alameda LAFCO's Guidelines, Policies and Procedures for instructions.) See Attachment 17.

7b. Provide the name, address, and contact person for all school districts. Mr. Jim Negri,
Superintendent, Castro Valley Unified School District, 4400 Alma Avenue, Castro Valley, CA 94546,
T (510) 537-3000

7c. Indicate, which agencies currently provide, affected public services within the proposal territory and which agencies are proposed to provide services.

<u>Services</u>	<u>Current Agency</u>	<u>Proposed Agency</u>
Police	<u>Alameda County Sheriffs Dept.</u>	<u>Alameda County Sheriffs Dept.</u>
Fire	<u>Fairview Fire Protection District</u>	<u>Fairview Fire Protection District</u>
Water	<u>City of Hayward</u>	<u>City of Hayward</u>
Sewer	<u>Septic - Keller/None-Tr.6869</u>	<u>Oro Loma Sanitary District</u>
Garbage	<u>Waste Management</u>	<u>Waste Management</u>
Street Lighting	<u>Alameda County Service Area(CSA)</u>	<u>Alameda CSA</u>
Road Maintenance	<u>Alameda CSA</u>	<u>Alameda CSA</u>
Flood Control	<u>Alameda County</u>	<u>Alameda County</u>
Parks & Recreation	<u>Hayward Area Recreation District</u>	<u>Hayward Area Recreation District</u>
Library Services	<u>Alameda County</u>	<u>Alameda County</u>
Electricity	<u>PG&E</u>	<u>PG&E</u>
Transit	<u>AC Transit</u>	<u>AC Transit</u>
Other		

7d. If a change in service provider is proposed, has each local agency provided a statement indicating the desire and ability to furnish services? Yes ___ No X

If yes, a Letter of Agreement from each agency assuming service responsibilities **must be included with the application**. The letter must identify each agency's role and responsibilities as the new service provider and the method for funding additional services (See Part III, Sections 2.24 and 2.25).

If no, explain.

There is no change to any of the current service providers with the exception of Oro Loma Sanitary District which, by submittal of this application for annexation, is accepting responsibility to maintain the public sanitary sewer improvements on the affected territories.

7e. If a change in service provider is proposed, are alternative providers available for any of proposed service providers? Yes ___ No X

If yes, list providers and explain why they are not proposed to provide service.

7f. Will the related land use project require widening or upgrading of existing streets, the construction of new streets, sewers, or other infrastructures? Yes X No ___

If yes, describe how modifications will be financed. (See Part III, Sections 2.24 and 2.25).

The developer will finance infrastructure improvements to Tract 6869, construction of the private

roadway and the sewer improvements to the Keller property. Future maintenance fees for sewer will be borne by assessment of homeowners by the Oro Loma Sanitary District.

7g. List any proposed or required terms, conditions or mitigation measures for the proposal. Use an extra sheet if necessary.

The project will require construction of sewer systems/lines to connect with the sewer lines in Five Canyons Parkway maintained by Oro Loma Sanitary District.

8. WILLIAMSON ACT LAND CONSERVATION CONTRACTS (agricultural preserves)

Are any agricultural preserves on project site? Yes ___ No ☒ Adjacent parcels? Yes ___ No ☒

If yes, provide map with site boundaries indicated and contracted lands identified with names and contract numbers.

If yes, has non-renewal formally been requested? _____

If yes, date of request to Alameda County: _____ Date of termination: _____

9. SPHERES OF INFLUENCE (SOI)

Government Code Sections 56375.5 and 56376 require that territory be included in the affected local agency's SOI before a Change of Organization is approved by the Commission.

9a. Is a CHANGE in Sphere of Influence boundaries of any local agency required prior to proposal consideration? Yes ☒ No

If yes, Explain.

No sewer lines extend into the proposal area and it is currently outside of the Oro Loma Sanitary District SOI. This application is evidence that Oro Loma Sanitary District is willing and able to provide sewer services to the territory. Annexation to the Oro Loma Sanitary District will promote the orderly development of a territory that has previously been approved for residential housing by the County of Alameda by approval of Tract 6869 and its private roadway. The adjacent Keller property, which includes an existing single-family residence and Llana farm, has also requested inclusion in the Oro Loma Sanitary District as part of this annexation.

List affected agencies¹ and provide a contact name and phone number.

Agency	Contact Name	Phone #
Oro Loma Sanitary District	Jason Warner, General Manager	(510) 276-4700

9b. Is the proposed territory currently within a local agency's (county, city or special district) SOI?
Yes ☒ No ☐

If yes, which agency or agencies? The territory is currently in the SOI of Alameda County (Sheriff's Department, street lighting, library services, road maintenance and flood control); Fairview Fire Protection District; City of Hayward (Water); and East Bay Regional Park District.

9c. If a Sphere of Influence initial determination, update or amendment is requested, fully and completely explain each of the following as they pertain to the subject proposal (Government Code Section 56425). If any of the factors are already fully described in the master services plan, the applicable section and page number may be referenced.

- The present and planned land uses in the area subject to the proposed change, including agricultural and open space lands;

The present use of Tract 6869 is vacant land. The Keller property is designated as agricultural use with a residence and Llama farm. The proposed change will include only development of Tract 6869 for 25 single-family residences. For this proposal, the subject sites will be annexed to Oro Loma Sanitary District and this will expand Oro Loma's Sphere of Influence to include the Terrace View Tract 6869 and the Keller property.

- The present and probable need for public facilities and services in the area over the next 10 years;

All public facilities and services are available to the territory with the exception of sanitary sewer services. Approval of this proposal will provide sanitary sewer services to the subject territory.

- The present capacity of public facilities and adequacy of public services which the agency provides or is authorized to provide;

Oro Loma Sanitary District has the capacity and adequacy of sanitary sewer services to the subject territory by approval of its Resolution of Application No. 3408 adopted on February 20, 2007.

¹ See Volume I for a definition of this term.

- All social and economic communities of interest in the area, which may be affected by the project;

The proposal is compatible with the economic and social interests in the area which includes residential development on the north, south and west of the subject territory currently served by the Oro Loma Sanitary District.

- The existence of agricultural preserves or other important agricultural or open space land in the area, which will be included in the SOI, and the effect on maintaining the physical and economic integrity of the resource; and

The Keller property is zoned A (Agriculture) but the change in the SOI of Oro Loma Sanitary District will not affect the physical or economic integrity of the Keller's agricultural resource.

- The nature, location and extent of any function or classes of services proposed to be provided within the SOI.

Sewer lines and associated infrastructure. See Attachment 17, Plan for Municipal Services, page 4, for a description of the proposed sewer infrastructure.

9d. A municipal service review (MSR) will need to be completed for affected SOIs pursuant to Government Code Section 56430. If a new agency is being formed, an MSR will need to be prepared. For other types of SOI proposals, please check with the Executive Officer to determine whether an MSR has already been completed.

10. COUNTY/CITY/DISTRICT PROPERTY TAX EXCHANGE AGREEMENT

LAFCO has no jurisdiction to act on an **annexation proposal** until resolutions agreeing to an exchange of property tax are passed by **each** of the affected local agencies (Revenue and Taxation Code Section 99). It is the applicant's responsibility to identify which local agencies (cities and special districts) share in the tax distribution in order to properly determine how future revenue exchange agreements should be structured.

10a. List all affected local taxing agencies. **Not Applicable.**

Agency	Contact Name	Phone #

10b. Have all participating local taxing agencies reached agreement? Yes ___ No ___
(In the case of complex reorganization proposals, multiple agreements may be required)

If yes, attach a certified copy of each local agency's tax exchange resolution and provide the following information:

Local Agency	Resolution Number	Adoption Date
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Not Applicable		
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If **No**, Explain.

Not Applicable. Oro Loma Sanitary District does not participate in the County's one percent property tax distribution.

11. SPECIAL REVENUES

11a. Do agencies whose boundaries are being changed have existing bonded debt?

Yes ____ No ☒ If yes, please describe:

11b. Will the territory be subject to any new or additional taxes, benefits, charges or fees?

Yes ☒ No ____ If yes, please describe:

Per Oro Loma Sanitary District, the residential development will be subject to sewer service charges.

12. ENVIRONMENTAL REVIEW

LAFCo is required to comply with the California Environmental Quality Act (CEQA) for purposes of considering the environmental impact of its actions. If LAFCo is a **RESPONSIBLE** Agency for this application, the applicant **must** submit copies of environmental documents prepared by the Lead Agency and Certified Resolutions or Notices of Exemption or Determination. (See Alameda LAFCO's CEQA Handbook, Adopted CEQA Procedures, and Guidelines, Policies and Procedures, Section 2.23)

Identify the following:

Lead Agency: Alameda County

Responsible Agency/ies:

12a. If LAFCo is a **LEAD** Agency for this application, the applicant **must** submit

- A description of environmental conditions in the project area including topography, agricultural land classification, vegetation, wildlife, land uses, traffic circulation patterns and major water courses and water bodies; and

- A description of how the project might change environmental conditions.

12b. The CEQA document(s) submitted with this application are:

- ☐ Notice/s of Exemption ☐ Negative Declaration
☒ Draft Environmental Impact Report ☒ Final Environmental Impact Report
☐ Notice/s of Determination ☐ Mitigation Monitoring Program
☐ Findings of Fact and Statement of Overriding Considerations
☐ State Fish and Game Determinations & Fee Receipt
☐ Notice of Exemption ☐ Other _____

Type of CEQA Review (IS/DEIR/Exemption/other)	Project Description (Actions approved)	Date approved/ certified
Draft, Including Supplement	Oak Terrace General Plan Amendment and 1923 rd Zoning Unit Environmental Impact Report, SCH #91013020	December 22, 1995
EIR Response to Comments (Final EIR)	Oak Terrace Residential Development	March 1996
Addendum to the DEIR and to the Supplement to the Draft EIR	Oak Terrace, 1923 rd Zoning Unit/Tentative map, Tract 6869	February 10, 2003
Addendum to the Final EIR for Modification of the 1923 rd Zoning Unit and Conditional Use Permit 8108	Oak Terrace, 1923 rd Zoning Unit/Tentative Map, Tract 6869	October 30, 2003

12d. The proponent of any project that has the potential to cause an adverse impact on fish or wildlife must pay a State Department of Fish and Game fee based upon the type of environmental determination that is made. The applicant must provide evidence that the appropriate State fee has been paid, or submit the fee to LAFCo (for a list of current fees, see <http://www.acgov.org/forms/auditor/currentFeeSchedule.pdf>).

See Attachment 9. Due to the length of time since the EIR was approved, the County of Alameda was not able to supply the receipt for the State Fish and Game fee. Instead, the County has supplied letters from the California Governor's Office of Planning and Research, dated March 2, 1992 and December 22, 1995, respectively, regarding acceptance of the EIR by the State. The acceptance would not have been given without receipt of fees by the State.

- ☐ No Effect Documentation ☐ Negative/Mitigated Negative Declaration
☐ Environmental Impact Report ☒ Clerk Recorder's Fee

13. PUBLIC NOTICE, DISCLOSURE AND OTHER REQUIREMENTS

13a. Provide an 8 1/2" X 11" map indicating the project site and identifying all parcels adjacent to and within 300 feet of the project site. Outer boundaries (not adjacent to project site) of large parcels need not be identified. All parcel numbers need to be indicated. (See Appendix E, Exhibit H)

- 13b. Provide a list of all parcel numbers within the 300 foot radius and include the name and address of the property owner as of the most recent assessment roll being prepared.
- 13c. Provide signed financial disclosure statement/s (See Appendix E, Exhibit C) pursuant to Government Code Section 56700.1.
- 13d. Provide one copy of an indemnification agreement (See Appendix E, Exhibit I).
- 13e. Provide two sets of original mailing labels that separately identify applicants, affected agencies, school districts, registered voters and landowners on project site, property owners and registered voters within 300 feet of project site, and any other party to which notification must be provided. Labels must be current and complete and in Avery 5160 format.

14. Final Comments

- 14a. List any conditions LAFCo should include in its resolution for approval.
- 14b. Provide any other comments or justifications regarding the proposal from any affected local agency, landowner or resident.
- 14c. Enclose all pertinent staff reports and supporting documentation related to this proposal. Note any changes in the approved project that are not reflected in these materials.

15. Applicant's Certification

I hereby certify that the information contained in this application and accompanying documents is true, correct, and accurate to the best of my knowledge. In addition, I hereby agree to pay all required filing and processing fees required by the State of California and Alameda LAFCO, including any expenses for preparation of environmental documentation and planning studies needed to complete this application.

I further understand that Alameda LAFCO will not process an incomplete application and that State law and Alameda LAFCO policies and procedures require that specific material be submitted in conjunction with the application.

JASON WAENER

Name of Applicant or Authorized Representative

GENERAL MANAGER

Title of Applicant or Authorized Representative

[Signature]
Signature of Applicant or Authorized Representative

1/7/21
Date

Exhibit C - Financial Disclosure Statement

Local Agency Formation Commission of Alameda County **FINANCIAL DISCLOSURE STATEMENT**

Consistent with the requirements of the State of California Fair Political Practices Commission, each applicant or their agent must complete and submit this Statement of Disclosure form with any application that requires discretionary action by Alameda LAFCo (Government Code Section 84308 of the Political Reform Act).

Person is defined as: "Any individual, firm, co-partnership, joint venture, association, social club, fraternal organization, corporation, estate, trust, receiver, syndicate, this and any other county, city and county, city, municipality, district or other political subdivision, or any other group or combination acting as a unit."

- 1. List the names of all persons having any ownership interest in the property involved or any financial interest in the application.**

RBC Real Estate Finance, Inc.

- 2. If any person identified pursuant to #1 is a corporation or partnership, list the names of all individuals owning more than 10% of the shares in the corporation or owning any partnership interest in the partnership.**

No such individual exists.

- 3. If any person identified pursuant to #1 is a non-profit organization or a trust, list the names of any person serving as director of the non-profit organization or as trustee or beneficiary or trustor of the trust.**

Not applicable

- 4. Has any person identified pursuant to #1 had \$250 or more worth of business transacted with any Commissioner or Alternate or Commission staff person within the past 12 months? Yes / No No**

If "Yes", please indicate person's name/s: _____

5. Has any person identified pursuant to #1, or his or her agent, contributed \$250 or more to any Commissioner or Alternate within the past 12 months?

Yes ☐ No ☒

If Yes, please indicate person(s) or agent(s) making contribution:

and name/s of Commissioner(s)/Alternate(s) receiving contribution:

I HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

Pablo Kapusta, Senior Counsel

Name/Title and Number of Application (Please print or type)

RBC Real Estate Finance, Inc.

Name of Applicant (Please print or type)



Signature of Applicant

February 11, 2021

Date

Signature of Applicant

Date

Signature of Applicant

Date

Signature of Applicant

Date

Exhibit F - Landowner Consent to Annexation Form

Local Agency Formation Commission of Alameda County

LANDOWNER CONSENT TO ANNEXATION

Name/Title of Proposal: Proposed Annexation to Oro Loma Sanitation District

Project Number: LAFCO 2021-1

Name of Applicant: RBC Real Estate Finance, Inc.

I/We, the undersigned, constitute all the owners of the following parcel(s) of land:


Assessor's Parcel No. See attached	No. of Acres 57.15
Assessor's Parcel No. _____	No. of Acres _____
Assessor's Parcel No. _____	No. of Acres _____
Assessor's Parcel No. _____	No. of Acres _____
Assessor's Parcel No. _____	No. of Acres _____

I/We, the undersigned, hereby make Application for Annexation of the above referenced parcels into:

Oro Loma Sanitation District

Name of Annexing Local Agency

and, furthermore, hereby agree not to protest this annexation.

Name of Property Owner (Please print or type)	Signature of Property Owner	Date Signed	Parcel No.
RBC Real Estate Finance, Inc.		03/02/21	See attached

Landowner Consent

APN Acres

085A-6000-003-00	3.60
085A-6000-004-00	2.88
085A-6000-005-00	1.44
085A-6000-006-00	3.69
085A-6000-007-00	1.77
085A-6000-008-00	1.00
085A-6000-009-00	1.03
085A-6000-010-00	1.00
085A-6000-011-00	1.81
085A-6000-012-00	1.06
085A-6000-013-00	1.00
085A-6000-014-00	1.02
085A-6000-015-00	1.02
085A-6000-016-00	1.83
085A-6000-017-00	2.22
085A-6000-018-00	2.59
085A-6000-019-00	3.04
085A-6000-020-00	3.09
085A-6000-021-00	3.80
085A-6000-022-00	2.73
085A-6000-023-00	1.92
085A-6000-024-00	2.39
085A-6000-025-00	3.04
085A-6000-026-00	3.28
085A-6000-027-00	3.58
085A-6000-028-00	1.32
Total	57.15

Exhibit H - Sample Indemnification Agreement

Indemnification Agreement

As part of this application, applicant and real party in interest, if different, agree to defend, indemnify, hold harmless, and release the Alameda Local Agency Formation Commission, its agents, officers, attorneys, and employees from any claim, action, or proceeding brought against any of them, the purpose of which is to attack, set aside, void or annul the approval of this application or adoption of the environmental document which accompanies it. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorney's fees, or expert witness fees that may be asserted by any person or entity, including the applicant, arising out of, or in connection with the approval of this application, whether or not there is concurrent passive or active negligence on the part of the Alameda Local Agency Formation Commission, its agents, officers, attorneys, and employees.

Executed at San Lorenzo, California on the First day of March, 2021.

Applicant

By: 

Jason Warner
Title: General Manager

Mailing Address:

Oro Loma Sanitary District
2655 Grant Ave
San Lorenzo, CA 94580

REAL PARTY IN INTEREST
(If Different From Applicant)

By: _____

Title: _____

Mailing Address:

Exhibit C - Financial Disclosure Statement

Local Agency Formation Commission of Alameda County **FINANCIAL DISCLOSURE STATEMENT**

Consistent with the requirements of the State of California Fair Political Practices Commission, each applicant or their agent must complete and submit this Statement of Disclosure form with any application that requires discretionary action by Alameda LAFCo (Government Code Section 84308 of the Political Reform Act).

Person is defined as: "Any individual, firm, co-partnership, joint venture, association, social club, fraternal organization, corporation, estate, trust, receiver, syndicate, this and any other county, city and county, city, municipality, district or other political subdivision, or any other group or combination acting as a unit."

- 1. List the names of all persons having any ownership interest in the property involved or any financial interest in the application.**

None

- 2. If any person identified pursuant to #1 is a corporation or partnership, list the names of all individuals owning more than 10% of the shares in the corporation or owning any partnership interest in the partnership.**

N/A

- 3. If any person identified pursuant to #1 is a non-profit organization or a trust, list the names of any person serving as director of the non-profit organization or as trustee or beneficiary or trustor of the trust.**

N/A

- 4. Has any person identified pursuant to #1 had \$250 or more worth of business transacted with any Commissioner or Alternate or Commission staff person within the past 12 months? Yes / No NO**

If "Yes", please indicate person's name/s: _____

5. Has any person identified pursuant to #1, or his or her agent, contributed \$250 or more to any Commissioner or Alternate within the past 12 months?

Yes _____ No NO

If Yes, please indicate person(s) or agent(s) making contribution:

and name/s of Commissioner(s)/Alternate(s) receiving contribution:

I HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

Terrace View / LAFCO 2021-1

Name/Title and Number of Application (Please print or type)

Oro Loma Sanitary District
Jason Warner, General Manager

Name of Applicant (Please print or type)



Signature of Applicant

3/3/2021

Date

Signature of Applicant

Date

Signature of Applicant

Date

Signature of Applicant

Date

Exhibit F - Landowner Consent to Annexation Form

Local Agency Formation Commission of Alameda County

LANDOWNER CONSENT TO ANNEXATION

Name/Title of Proposal: Proposed Annexation to Oro Loma Sanitation District

Project Number: LAFCO 2021-1

Name of Applicant: Donald and Janice Keller. TRS

I/We, the undersigned, constitute all the owners of the following parcel(s) of land:

Assessor's Parcel No. 085-6000-002-17

No. of Acres 9.31

Assessor's Parcel No. _____ No. of Acres _____

Assessor's Parcel No. _____ No. of Acres _____

Assessor's Parcel No. _____ No. of Acres _____

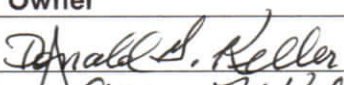
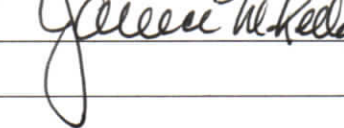
Assessor's Parcel No. _____ No. of Acres _____

I/We, the undersigned, hereby make Application for Annexation of the above referenced parcels into:

Oro Loma Sanitation District

Name of Annexing Local Agency

and, furthermore, hereby agree not to protest this annexation.

Name of Property Owner (Please print or type)	Signature of Property Owner	Date Signed	Parcel No.
DONALD G. KELLER		3-1-2021	085-6000-002-17
Janice M. Keller		3-1-2021	085-6000-002-17

**RESOLUTION NO. Z-03-59 OF
THE PLANNING COMMISSION OF ALAMEDA COUNTY
ADOPTED AT THE HEARING OF FEBRUARY 18, 2003, CONCERNING C-8108**

WHEREAS OAK TERRACE DEVELOPMENT PARTNERS have filed for CONDITIONAL USE PERMIT, C-8108, to allow a minor modification to an approved rezoning (1923rd ZU) in order to allow the relocation of the access road and modification of the lotting pattern, on one site containing approximately 56.9 acres, located east of Five Canyons Parkway, approximately 0.2 miles east of Fairview Avenue, unincorporated Hayward (Fairview) area of Alameda County, bearing County Assessor's designation: 085A-6000-002-03; and

WHEREAS the Planning Commission did hold a public hearing on said application at the hour of 1:30 p.m. on the 18th day of February, 2003, in the Alameda County Public Works Building, Auditorium, 399 Elmhurst Street, Hayward, California; and

WHEREAS it satisfactorily appears from affidavits on file that proper notice of said public hearing was given in all respects as required by law; and

WHEREAS this application has been reviewed in accordance with the provisions of the California Environmental Quality Act and the Environmental Impact Report certified for the 1923rd Zoning Unit will serve as the environmental review for this stage of project approval; and

WHEREAS a Pre-Hearing Analysis was submitted recommending the application be conditionally approved; and

WHEREAS the Applicant and representatives appeared at said public hearing and presented testimony in support the application; and

WHEREAS the Planning Commission did hear and consider all said reports, recommendations and testimony as hereinabove set forth; Now Therefore

BE IT RESOLVED that the Planning Commission finds that:

- (a) The use is required by the public need as there is a housing shortage in the East Bay Area and the proposed modification will facilitate construction of new housing.**
- (b) The use will be properly related to other land uses and transportation and service facilities in the vicinity as the proposed residential site is consistent with adjacent development. Adequate transportation and service facilities are available.**
- (c) The use, if permitted, under all the circumstances and conditions of this particular case, will not materially affect adversely the health or safety of persons residing or working in the vicinity, or be materially detrimental to the public welfare or injurious to property or improvements in the neighborhood as conditioned herein, Provisions of Reclassification, and of the tentative map will bring the site into compliance with applicable Ordinances and codes.**

**RESOLUTION NO. Z-03-59
FEBRUARY 18, 2003
PAGE 2**

- (d) The use will not be contrary to the specific intent clauses or performance standards established for the District in which it is to be considered as the proposed modification complies with the intent, purpose, and density of the PD (Planned Development, 1923rd Zoning Unit).

BE IT FURTHER RESOLVED that the Planning Commission does hereby conditionally approve said application as shown by materials labeled Exhibit "A" on file with the Alameda County Planning Department, subject to the following conditions:

1. All requirements, conditions, and restrictions of the PD (Planned Development, 1923rd Zoning Unit) District are attached hereto and made a part of this permit.
2. All requirements, conditions, and restrictions of Tentative Map, Parcel Map 6869 are attached hereto and made a part of this permit.
3. All requirements of the following County agencies shall be met:
 - a) Building Inspection Department
 - b) Public Works Agency
 - c) Fire Department
 4. Clean Water Program
4. Design and improvement of the land division shall comply with recommendations and requirements of the East Bay Regional Park District as detailed in its letter dated January 29, 2003.

Said Conditional Use Permit shall remain revocable for cause in accordance with Section 17-54.030 of the Alameda County Zoning Ordinance.

**JAMES E. SORENSEN - PLANNING DIRECTOR AND SECRETARY
COUNTY PLANNING COMMISSION OF ALAMEDA COUNTY**



**STAFF ANALYSIS - FEBRUARY 18, 2003
PD MODIFICATION - 1923RD ZONING UNIT
OAK TERRACE DEVELOPMENT PARTNERS**

P.D. MODIFICATION - 1923RD ZONING UNIT - OAK TERRACE DEVELOPMENT PARTNERS - Request for a determination by the Planning Commission that the proposed changes in the approved PD (Planned Development) District are minor.

STAFF RECOMMENDATION

That the Planning Commission find the proposed modification minor and that the conditional use permit procedure be followed to implement the change.

PERTINENT FACTS

Proposed PD Modification: Request to modify the approved Planned Development by revising the site plan to allow the relocation of the access road and modification of the lotting pattern.

Background: The Planned Development District (1923rd Zoning Unit) was approved by the Board of Supervisors on May 2, 1996. Prior to this action, the site was zoned to the A (Agricultural) District. On June 18, 1997, Tentative Map, Tract 6869 was approved which allowed the subdivision of the site into 25 parcels. No Final Map has been recorded.

The site consists of a 56.9 acre parcel, which is undeveloped with two hilly knolls. The main knoll is located towards the southwestern portion of the site beneath the llama farm. A smaller knoll is located towards the northwestern portion of the site. The site has an elevational change of 340 feet with natural slopes in the eastern portion of the property ranging from approximately 2.5:1 to 2:1 (horizontal to vertical), with locally steeper areas. The steepest portions of the site exceed a 40% slope. Several draws extend off the northeast side of the main knoll and an unnamed USGS "blueline" creek runs in a general east to west direction along the eastern property boundary. Portions of the site, including the knolls and slopes, are visible from several locations including Fairview Avenue, the future park site to be located within the Five Canyons project, and Five Canyons Parkway.

The applicant's approved project allows the creation of 25 single family lots on the 56.9 acre site. The lot sizes range from one acre to 2.5 acres with the average lot size of 1.25 acres and overall gross density of 0.4 units/acre. Access would be provided via Five Canyons Parkway that links East Castro Valley Boulevard with Fairview Avenue. A public street would link Five Canyons Parkway to the project site and would serve the lots on the southern portion of the site. A private street would serve the lots on the northern portion of the site. The City of Hayward has agreed to provide water service to the project. The applicant has submitted an application for annexation to the Oro Loma Sanitary District for the entire site.



PLANNING CONSIDERATIONS

The request of the applicant is to modify the PD District to allow the relocation of the access road and modification of the lotting pattern. The reason for the modification is to relocate the access road away from the creek that is located along the eastern property boundary. The proposed location of the access road is over 250 feet west of the creek. The applicant is also proposing to change the road from a public street to a private street and thus reducing the width from 40 feet to 28 feet.

The approved PD allows 25 single family lots with lot sizes range from one acre to 2.5 acres with the average lot size of 1.25 acres. The proposed modification is for 25 single family lots with lot sizes ranging from one acre to 6.5 acres with the average lot size of 2.1 acres. It appears that this proposed modification would be consistent with the intent of the PD District.

A Supplement to the Draft EIR was prepared that analyzes the revised project and whether the changes proposed in the project would result in any new significant environmental impacts. The approved project resulted in 18 significant impacts, all of which were less than significant with mitigation measures. The revised project would not result in any new significant impacts. Although the revised project would not result in any new significant impacts, it could result in changes to visual quality; public services, specifically water, sewer and schools; geology, hydrology and storm drainage, all of which were discussed in the Supplement. Site Development Reviews will be required to analyze the placement and design of residences on individual lots. These reviews will reduce impacts to visual quality and geology by minimizing grading and requiring residences to blend into the natural topography.

In the past, modifications to Planned Developments which do not increase residential densities and do not result in significant other changes in the land use and development plan have been considered minor. This application results in no net increase in the residential density and is consistent with the rural single family residential character of the area.

The fact that the modification is determined to be minor does not prejudice action on the Conditional Use Permit or Tentative Map. The Conditional Use Permit may be denied by the Planning Commission if it is determined to be inconsistent with the intent of the zoning or through review of the tentative map, the project design may be further modified to address technical or design concerns. If the Conditional Use Permit is approved, the Planning Director will take action on the tentative map after the appeal period has lapsed.

Staff Planner: Phil Sawrey-Kubicek

**THE COUNTY PLANNING COMMISSION OF ALAMEDA COUNTY
HAYWARD, CALIFORNIA**

RESOLUTION NO. 03-XX - AT MEETING HELD FEBRUARY 18, 2003

**Introduced by Commissioner Abcba
Seconded by Commissioner Xzyzx**

WHEREAS Oak Terrace Development Partners requested determination that a proposed change in the approved PD (Planned Development) District, 1923rd Zoning Unit, is minor; and

WHEREAS this Commission did consider the matter at a regularly scheduled meeting at the hour of 1:30 p.m. on Tuesday, the eighteenth day of February, 2003, in the County of Alameda Office Building, 224 West Winton Avenue, Hayward, California; and

WHEREAS it is the finding of the Planning Commission that the proposed changes to allow the relocation of the access road and modification of the lotting pattern will not significantly modify the approved Planned Development.

NOW THEREFORE

BE IT RESOLVED that the proposed change is hereby determined to be minor.

ADOPTED BY THE FOLLOWING VOTE:

AYES: Commissioners

NOES:

ABSENT:

EXCUSED:

ABSTAINED:

**ADOLPH MARTINELLI - PLANNING DIRECTOR & SECRETARY
COUNTY PLANNING COMMISSION OF ALAMEDA COUNTY**

**PRE-HEARING ANALYSIS, FEBRUARY 18, 2003
OAK TERRACE DEVELOPMENT PARTNERS
CONDITIONAL USE PERMIT, C-8108**

Application for **CONDITIONAL USE PERMIT, C-8108**, to allow a minor modification to the approved PD District (1923rd Zoning Unit) with the relocation of the access road and modification of the lotting pattern, on one site containing approximately 56.9 acres, located east of Five Canyons Parkway, approximately 0.2 miles east of Fairview Avenue, unincorporated Hayward (Fairview) area of Alameda County, bearing County Assessor's designation: 085A-6000-002-03.

PERTINENT FACTS:

Size of Parcel: Approximately 56.9 acres in area.

Physical Features: The site consists of a 56.9 acre parcel, which is undeveloped with two hilly knolls. The main knoll is located towards the southwestern portion of the site beneath the llama farm. A smaller knoll is located towards the northwestern portion of the site. The site has an elevational change of 340 feet with natural slopes in the eastern portion of the property ranging from approximately 2.5:1 to 2:1 (horizontal to vertical), with locally steeper areas. The steepest portions of the site exceed a 40% slope. Several draws extend off the northeast side of the main knoll and an unnamed USGS "blue-line" creek runs in a general east to west direction along the eastern property boundary. Portions of the site, including the knolls and slopes, are visible from several locations including Fairview Avenue, the future park site to be located within the Five Canyons project, and Five Canyons Parkway.

Adjacent Area: The site is located south of I-580 and northeast of Fairview Avenue in the Fairview Area of unincorporated Alameda County. It is adjacent to the southeast boundary of the Five Canyons development. Immediately to the west of the Oak Terrace site, within the Five Canyons project, there is the future Hayward Area Recreation District park, a fire station, and single family residences on lots as small as 5,000 square feet. Further to the west, also within the Five Canyons project, there is a subdivision of custom single family residences on parcels with a minimum lot size of 40,000 square feet. To the east is East Bay Regional Park District land. Rural residential uses occur south and further to the east of the project site with some small rural ranchettes in the immediate project vicinity along Fairview Avenue. The 8 acre llama farm shares an entrance with the project.

Existing Approved PD: The Planned Development District (1923rd Zoning Unit) was approved by the Board of Supervisors on May 2, 1996. Prior to this action, the site was zoned to the A (Agricultural) District. On June 18, 1997, Tentative Map, Tract 6869 was approved which allowed the subdivision of the site into 25 parcels. No Final Map has been recorded.

RESPONSE TO REFERRALS:

Alameda County Sheriff's Office: No objection to the request.

City of Hayward Fire Department: All concerns and issues have been addressed except for the addition of 3 more fire hydrants.

Alameda County Grading Department: 1) Peer review will be required; 2) the geotechnical and geologic reports must be updated; 3) the valley along the eastern property line is a designated blue line stream by the State of California Department of Water Resources and if any work is proposed near the line, the work may be subject to the Department of Fish and Game regulations; and 4) prior to issuance of a grading permit, a complete storm drain system analysis should be provided to, reviewed and approved by the Public Works Agency.

Oro Loma Sanitary District: 1) The applicant must submit a complete sanitary sewer plan and capacity analysis; and 2) recommendations of the Oro Loma Sanitary District Board Agenda Item No. 22, dated July 1, 1997 must be complied with.

Alameda County Clean Water Program: 1) Submit a notice of Intent with the San Francisco Bay Area Regional Water Quality Control Board; and 2) prepare and submit a Stormwater Pollution Prevention Plan for the construction portion of the project.

East Bay Regional Park District: 1) Dedication of a 20 feet wide trail easement with a constructed 8 foot wide dirt trail from Five Canyons Parkway to Park District land to the east; 2) dedication of an emergency and maintenance vehicle access easement from Five Canyons Parkway to open space; 3) the development should become part of the existing District's Five Canyon Zone of benefit assessment district; and 4) the area from the limit of grading to the boundary line on lots 14 through 24 should be placed in a conservation easement with allowances for a fire management buffer.

PLANNING CONSIDERATIONS:

- The request of the applicant is to modify the PD District to allow the relocation of the access road and modification of the lotting pattern. The reason for the modification is to relocate the access road away from the creek that is located along the eastern property boundary. The proposed location of the access road is over 250 feet west of the creek. The applicant is also proposing to change the road from a public street to a private street and thus reducing the width from 40 feet to 28 feet. The main differences between the proposed modification and the approved project are as follows:

The proposed project relocates the entrance road from the perimeter of the property to a more central location on the site. The new road location is further away from the creek than the approved project. This revised circulation pattern results in a reconfigured lotting pattern in which all the lots are accessible from this road.

At the request of the East Bay Regional Park District, the 20 acres of open space formerly to be dedicated to the Park District has been removed. This property is now proposed to be part of several private back yards. The Park District has requested that the rear yard areas be placed in conservation easements.

- The approved PD allows 25 single family lots with lot sizes range from one acre to 2.5 acres with the average lot size of 1.25 acres. The proposed modification is for 25 single family lots with lot sizes ranging from one acre to 6.5 acres with the average lot size of 2.1 acres. It appears that this proposed modification would be consistent with the intent of the PD District.
- The Zoning Ordinance requires that the Conditional Use Permit procedure be followed to implement the minor modification to the PD District. The fact that the modification is determined to be minor does not prejudice action on the Conditional Use Permit or Parcel Map. The Conditional Use Permit may be denied by the Planning Commission if it is determined to be inconsistent with the intent of the zoning. If the Conditional Use Permit is approved, the Planning Director will take action on the tentative map after the appeal period has lapsed. Through review of the tentative map, the project design may be further modified or lots eliminated to address technical or design concerns.

TENTATIVE FINDINGS BASED ON INFORMATION AVAILABLE PRIOR TO THE PUBLIC HEARING:

1. Is the use required by the public need?

There is a housing shortage in the East Bay Area and the proposed modification will facilitate construction of new housing.

2. Will the use be properly related to other land uses and transportation and service facilities in the vicinity?

Yes. The proposed residential site is consistent with adjacent development. Adequate transportation and service facilities are available.

3. Will the use, if permitted, under all circumstances and conditions of this particular case, materially affect adversely the health or safety of persons residing or working in the vicinity, or be materially detrimental to the public welfare or injurious to property or improvements in the neighborhood?

No. As conditioned herein, Provisions of Reclassification, and of the tentative map will bring the site into compliance with applicable Ordinances and codes.

4. Will the use be contrary to the specific intent clauses or performance standards established for the District in which it is to be considered?

No. The proposed modification complies with the intent, purpose, and density of the PD (Planned Development, 1923rd Zoning Unit).

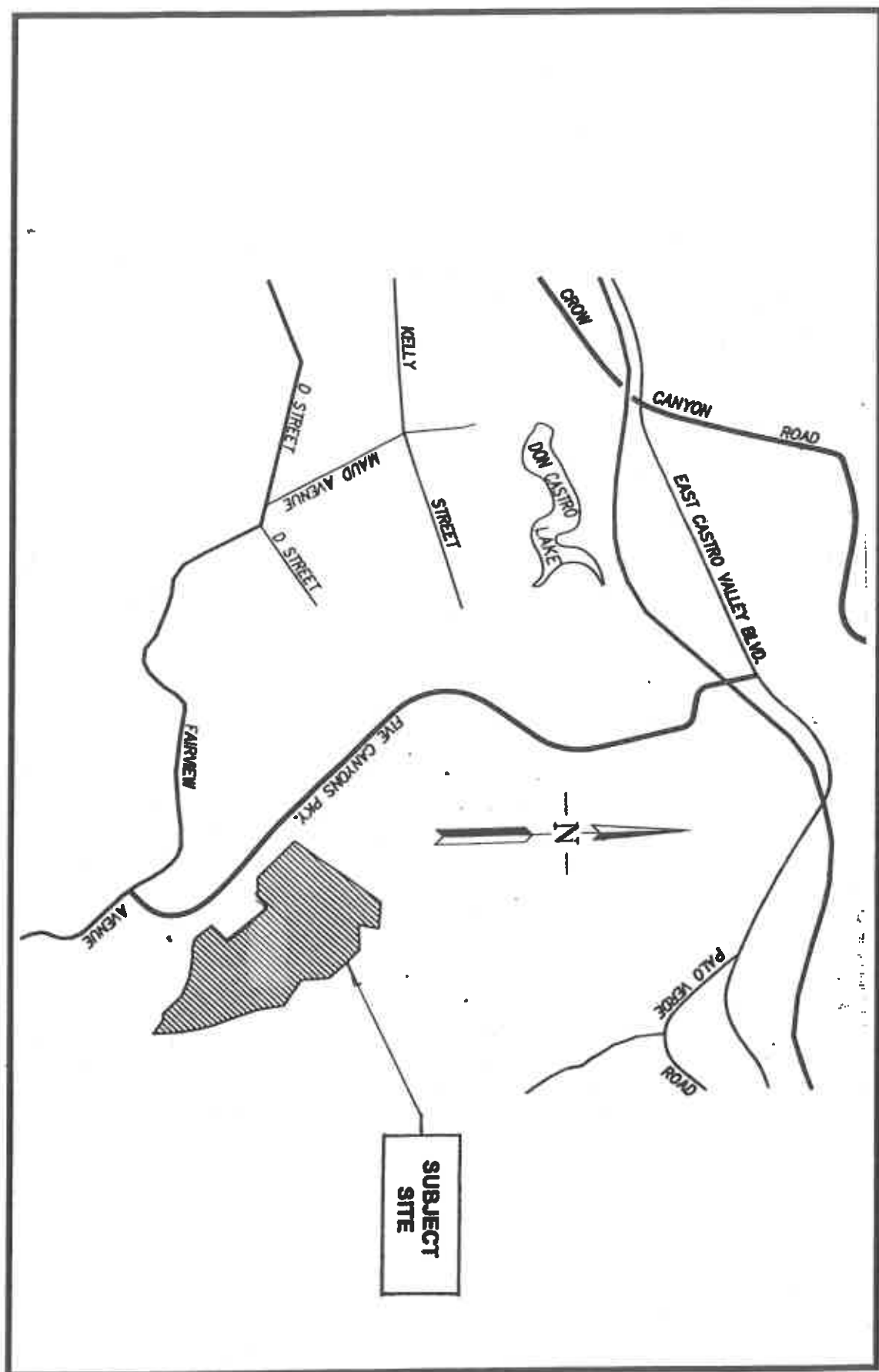
PRE-HEARING RECOMMENDATION:

Approval subject to the following conditions:

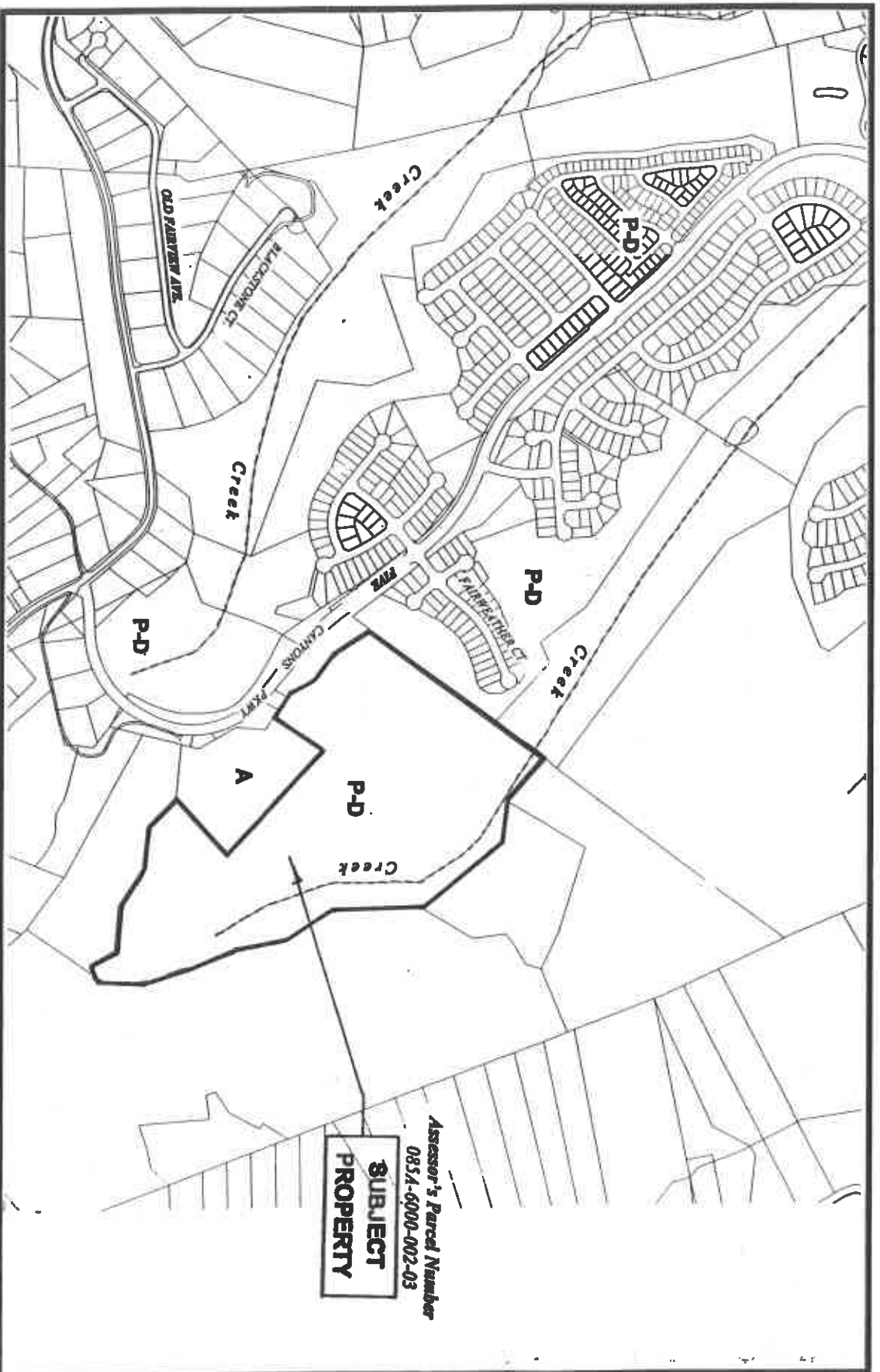
1. All requirements, conditions, and restrictions of the PD (Planned Development, 1923rd Zoning Unit) District are attached hereto and made a part of this permit.
2. All requirements, conditions, and restrictions of Tentative Map, Parcel Map 6869 are attached hereto and made a part of this permit.
3. All requirements of the following County agencies shall be met:
 - a) Building Inspection Department
 - b) Public Works Agency
 - c) Fire Department
 - d) Clean Water Program
4. Design and improvement of the land division shall comply with recommendations and requirements of the East Bay Regional Park District as detailed in its letter dated January 29, 2003.

Staff Planner: Phil Sawrey-Kubicek

MZU-1923
VICINITY MAP
Alameda County Planning Department



MZU-1923
ZONING MAP
Alameda County Planning Department



Assessor's Parcel Number
0854-6000-002-03

**SUBJECT
PROPERTY**

Visiting Map

EXHIBIT B, 1923rd ZONING UNIT

Page 1 of 3

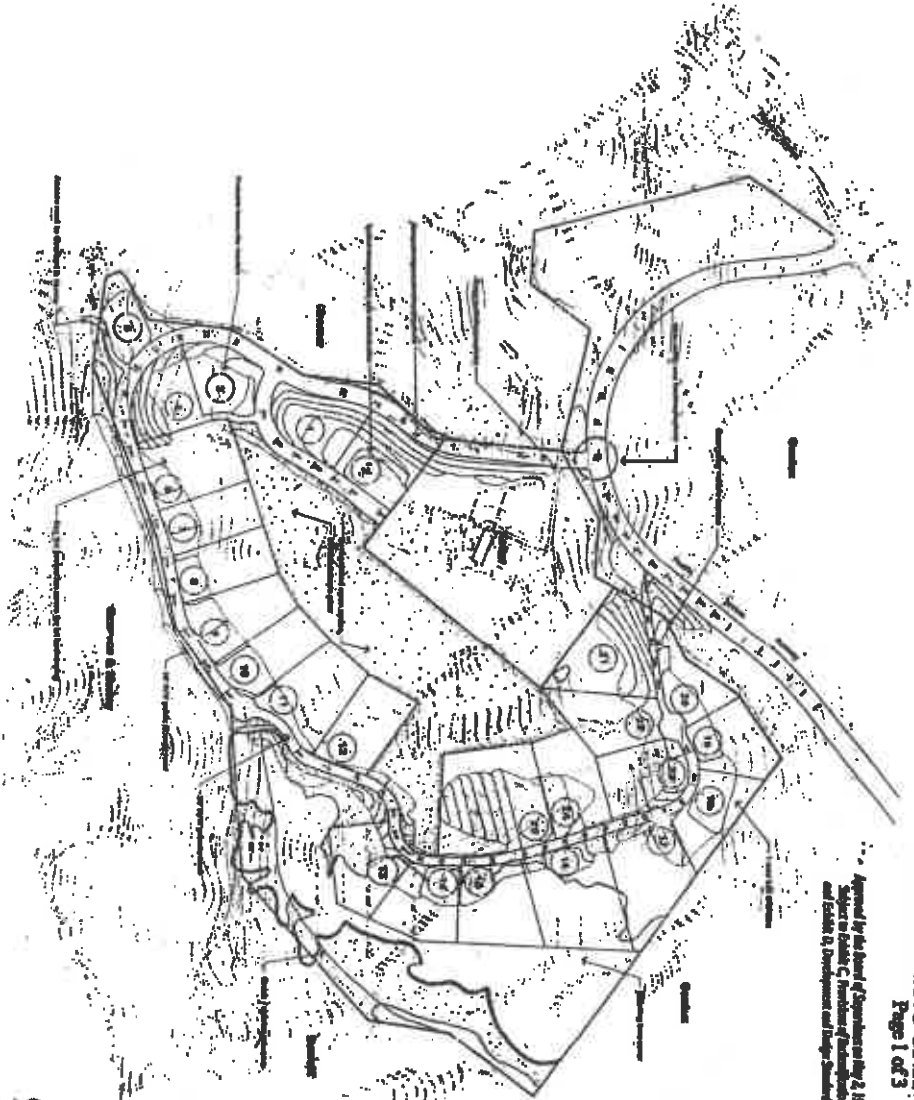
Approved by the Board of Supervisors on May 2, 1999
Subject to Section C, Resolution of Public Hearing
and Section D, Development and Design Standards



Site Summary
Total Area: 10.5
Total Area: 10.5
Total Area: 10.5

Land Use Summary

Land Use	Area	Acres	% of Total
1. Residential	10.5	10.5	100%
2. Commercial	0.0	0.0	0%
3. Industrial	0.0	0.0	0%
4. Public	0.0	0.0	0%
5. Other	0.0	0.0	0%
Total	10.5	10.5	100%



Preliminary Site Plan

Oak Terrace
Alameda County, California

Oak Terrace Development Properties

10.5

10.5

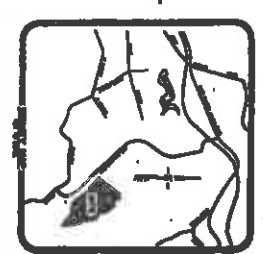
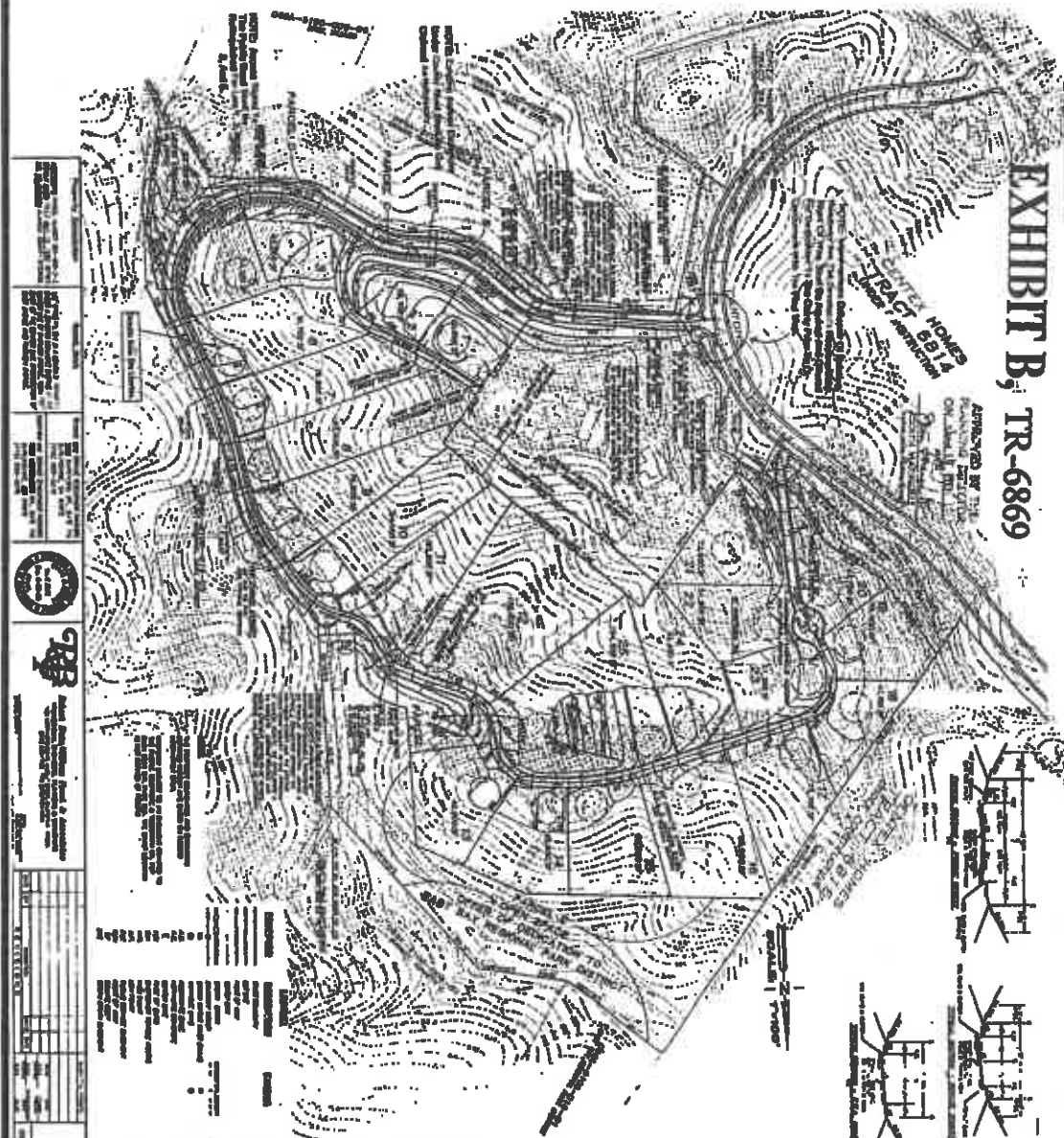
10.5

MZU-1923 APPROVED ZONING UNIT SITE MAP Alameda County Planning Department

EXHIBIT B, TR-6869

APPROVED BY THE
COUNTY BOARD OF SUPERVISORS
ON 10/14/88

TRACT 8814
HOMES
TRACT 8815



Legend

Symbol	Description
[Symbol]	State Route
[Symbol]	County Route
[Symbol]	Local Road
[Symbol]	Water
[Symbol]	Shaded Area
[Symbol]	Setback
[Symbol]	Other

NOTES:

1. The map shows the proposed subdivision of Tract 8814, 8815, and 8816.
2. The map shows the proposed subdivision of Tract 8814, 8815, and 8816.
3. The map shows the proposed subdivision of Tract 8814, 8815, and 8816.
4. The map shows the proposed subdivision of Tract 8814, 8815, and 8816.
5. The map shows the proposed subdivision of Tract 8814, 8815, and 8816.
6. The map shows the proposed subdivision of Tract 8814, 8815, and 8816.
7. The map shows the proposed subdivision of Tract 8814, 8815, and 8816.
8. The map shows the proposed subdivision of Tract 8814, 8815, and 8816.
9. The map shows the proposed subdivision of Tract 8814, 8815, and 8816.
10. The map shows the proposed subdivision of Tract 8814, 8815, and 8816.

DATE: 10/14/88

BY: [Signature]

TRACT 8814, 8815, 8816

OAK TERRACE

MZU-1923
APPROVED TRACT MAP
Alameda County Planning Department

MZU-1923
ENLARGED PROPOSED SITE MAP
Alameda County Planning Department





January 29, 2003

Mr. Phil Sawrey-Kubicek
Alameda County
Community Development Department
399 Elmhurst Street
Hayward, CA 94544

**RE: Chabot to Garin Regional Trail
Leider/Oak Terrace Project Referral**

BOARD OF DIRECTORS

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General Manager

Dear Phil:

The Park District has just received the referral for the proposed revised Oak Terrace project located off Five Canyons Parkway. The Park District owns public lands north and east of this proposed project. This area provides local access and opportunities to enjoy the open space, a segment of the Bay Area Ridge Trail (also referred to as the Chabot to Garin Regional Trail), and trail access into Don Castro Regional Recreation Area.

The previously approved Tract 6869, conditions of approval were established based on the Park District's request for dedication of open space, the inclusion of the project in the Five Canyons Zone of Benefit Assessment District, fire buffer between the development and the open space, gates and fencing. With the revisions of the plan and the time lapse between the approval of the tract map 6869 in 1997 and now, the Park District would like to modify its original comments and concerns.

The Park District had originally requested dedication of a portion of the property behind what are known in this version as lots 14 – 24. The Park District no longer requires that dedication. However, due to the type of vegetation, habitat value, and urban wildland interface, the area from the limits of grading to the boundary line on lots 14 – 24 should be placed in a conservation easement with allowances for a fire management buffer. In fact, all the lots should have a long-term fire management plan.

The previous approved plan had proposed a public road along the perimeter of the project from Five Canyons Parkway. The public road provided a local public access into the open space. The public road has been revised to become a private road and moved away from the boundary. The Park District and the County are aware that the public, the Fairview neighborhood, has requested local trail access in this particular



area. The Park District requests dedication of a 20' wide trail easement with a constructed 8' wide dirt trail to be built to District standards with appropriate gates or bollards, and fencing for a public recreational local trail access. The Park District requests that the trail alignment lay within a 500' portion of Oak Terrace Road, from Five Canyons Parkway up to lot 25, accommodates an 8' wide bench between the road and the property boundary. Once the trail is on lot 25 the trail would follow the fence line or property line over lots 24 and 25, then tie back into the existing road at the south end of lot 24 into Park District land. In conjunction with the trail easement, the District also requests dedication of fee title of a short segment of the existing road on the south end lot 24 where the trail connects. See the enclosed map for a graphic clarification.

The Park District also requests dedication of an emergency and maintenance vehicle access easement (EMVA) from Five Canyons Parkway that would connect to the District's shared access road, known as Llame Lane, to the open space. The EMVA could gain access from just inside Oak Terrace Road in the vicinity of the proposed severed Keller driveway that connects to Llame Lane. Again, refer to the enclosed map for clarification.

The Park District requests that the condition for the development to be a part of the existing District's Five Canyon zone of benefit assessment district remain. The open space and trail system within the Five Canyons area does benefit and enhance this project.

Thank you for the opportunity to review and comment on this project. The Park District will be following this project. The Park District requests copies of future public hearing notices and staff reports prior to the public hearing. If you have questions please call me at (510) 544-2624.

Very truly yours,



Linda J. P. Chavez
Park Planner II

cc: Bob Bowker

EXHIBIT C

PROVISIONS OF RECLASSIFICATION 1923RD ZONING UNIT

**RECOMMENDED BY THE PLANNING COMMISSION - APRIL 1, 1996
ADOPTED BY THE BOARD OF SUPERVISORS - MAY 2, 1996**

GENERAL PROVISIONS

1. A final map shall be filed with the Alameda County Recorder prior to commencement of any improvements or disturbance on the project site by the developer, including grading.
2. At 3 year intervals from the date of reclassification until completion of all construction, the Planning Director shall review these provisions of reclassification and report to the Planning Commission, who shall forward the report to the Board of Supervisors. The Board, upon recommendation of the Planning Commission, may hold a public hearing and, for cause, may impose additional provisions and modify or eliminate existing provisions at these times.
3. Monitoring of provisions which mitigate significant impacts identified in the project Environmental Impact Report, and other measures as deemed appropriate by the Planning Director, must be conducted in accordance with a Mitigation Monitoring Program. All costs associated with implementing the monitoring program for this project and submittal of verification records shall be the responsibility of the developer or other parties, as specified, through the life of the project.
4. Administrative actions required in these provisions may be appealed to the Planning Commission, which may modify said actions at a public hearing pursuant to Section 8-92.0 of the Alameda County Zoning Ordinance. Planning Commission action is appealable in the same manner to the Board of Supervisors.
5. Developer shall pay to the County of Alameda full costs incurred by the County for review, approval and administration of all programs, including inspections and mitigation monitoring required pursuant to these Provisions. This may require the hiring of additional personnel on either a part-time or full-time basis. When required by the Director of Public Works and/or Planning Director, developer shall post a cash deposit to cover the estimated costs to satisfy this provision. The Director of Public Works and/or the Planning Director are hereby expressly authorized to utilize their own employees, other agencies and/or private consultants, as necessary, to conduct such reviews, inspections and administration and to make necessary approval determinations.
6. Developer shall defend, indemnify and hold harmless Alameda County or its agents, officers and employees from any claim, action, or proceeding against Alameda County or its agents,

PROVISIONS OF RECLASSIFICATION
1923RD ZONING UNIT
PAGE 2

officers or employees to attack, set aside, void or annul this general plan amendment, rezoning, or accompanying environmental documents or actions taken pursuant to the California Environmental Quality Act, or any combination thereof. Such indemnification shall include, but not be limited to, an award of costs and attorneys fees to plaintiffs in such a proceeding as well as any staff time, costs and attorneys fees incurred by Alameda County in its defense.

7. All on-site improvements (including but not limited to roadways, sidewalks, street lighting, retaining walls, landscaping, storm drainage systems, water and sewer facilities) shall be constructed and maintained at no cost to the County.
8. The Land Use and Development Plan labeled **Exhibit B, 1923rd Zoning Unit**, is adopted as the basic framework for the final project design. With the exception of standards included in **Exhibit D, Development and Design Standards, 1923rd Zoning Unit**, lots designated for single family dwellings shall be subject to any and all restrictions of the Alameda County Zoning Ordinance for single family residences, subject to the following:
 - a. Maximum number of dwelling units permitted in the project on a minimum parcel size of one acre shall not exceed 25 as shown on Exhibit B.
 - b. Land designated as open space on Exhibit B shall be irrevocably committed as open space through deed restrictions and/or conveyance of the fee or irrevocable easements or other type of restriction, such as a conservation easement. If fee or easements are to be conveyed, such conveyance shall be to the County of Alameda or an agency thereof, the people of the County of Alameda, and/or an independent public or private non-profit organization whose purpose is to protect open space. Buffers and fencing shall be provided to separate and protect open space from residential areas, as deemed appropriate by the entity which assumes responsibility for open space management.
 - c. Approval of this development as shown on Exhibit B is contingent upon demonstration that access can be provided from the Five Canyons Parkway through the Five Canyons development (1985th Zoning Unit) in substantial conformance with the access location and design shown on Exhibit B. Any major changes to the design and/or location of the access would require a determination by the Planning Commission that such modification meets the intent of this Planned Development District
9. During the subdivision stage of the project, changes in the approved Land Use and Development Plan (Exhibit B) may be authorized through Zoning Approval to the extent

**PROVISIONS OF RECLASSIFICATION
1923RD ZONING UNIT
PAGE 3**

listed below:

- a. Grades may be changed a maximum of 10+ feet. If grades are changed, the Planning Director will review the effects of proposed grade changes on the height of retaining walls and may disapprove any proposed grade changes if the changes would negatively affect views of the project from the Five Canyons Parkway or Fairview Avenue.
 - b. Flexibility in the project layout is desirable to allow for changes in the design which would reduce grading quantities and/or reduce the encroachment of fill into undeveloped areas. Lot lines may be adjusted provided that the overall number of lots remains the same or is reduced and lot sizes and configuration comply with these provisions.
 - c. Street alignment and design may be modified provided that the major access concept be retained, and revised street design is approved in subsequent tentative map actions. Detailed street grade or alignment may be modified as necessary to serve revised grading which may be authorized pursuant to above, or as necessary to adjust to field conditions as determined by the Director of Public Works.
10. Maintenance of common areas including streets, landscaped and natural/enhanced open space areas, graded slopes, erosion control plantings, drainage, erosion and sedimentation control improvements, and the emergency access road shall be the responsibility of the developer during construction stages and for one year after acceptance of improvements by Alameda County; thereafter, maintenance shall be the responsibility of the County Service Area (CSA) formed to serve Five Canyons and contiguous development.
 11. Developer shall be responsible for the construction of gates on all fire access and recreational trail entrances into the open space areas of the project to prevent unauthorized access by motorized vehicles. The gates shall be designed to meet EBRPD and Fire District requirements for emergency access.
 12. All new or changed Conditions, Covenants and Restrictions (CC&Rs) applicable to any or all units or lots shall first be approved by the Planning Director to ensure conformity with these provisions, those placed on tentative map approval, and requirements of the CSA.
 13. A perpetual easement for access to all commonly owned areas shall be granted to the CSA to perform its authorized functions.
 14. All landscaping installed by the developer on private lots shall be maintained by the

PROVISIONS OF RECLASSIFICATION
1923RD ZONING UNIT
PAGE 4

developer until the lot is sold and occupied. Transfer of maintenance responsibility shall not occur until said landscaping complies with the approved landscape plan.

DESIGN

15. Design of all development areas shall be subject to the project framework and layout as approved under the **Land Use and Development Plan, Exhibit B, and Development and Design Standards, Exhibit D**. Residential lotting patterns and circulation will be reviewed through the tentative map process and may deviate from what is depicted on Exhibit B if necessary to address technical requirements which arise through subsequent review of the project.
16. Design of the single family residences shall be subject to Site Development Review (SDR), as specified in Section 8-95.0, et seq., of the Alameda County Zoning Ordinance. The SDR shall include, but not limited to, such issues as building setbacks, building height, articulation of buildings, building exterior finish materials, grading, parking, access, retention of significant vegetation, and additional landscaping to ensure proper screening of the new dwelling. The purpose of the SDR is to determine the least visible location for the building pads, provide for a variety of housing types, and minimize grading and off-site visibility.
17. In addition to standard SDR and tract requirements, all development in the project shall comply with Exhibit D and the following requirements:
 - a. All development shall be constructed and maintained in accordance with approved plans.
 - b. Landscaping shall be installed and maintained in accordance with a precise landscaping plan prepared by a landscape architect based on the approved landscape program noted in these Provisions; County Planning Department "Requirements and Performance Guidelines for Landscape Plans," and "Landscape Water Conservation Guidelines"; tree protection plans and revegetation plans as approved by the Planning Director.
 - c. The public street section shall include a 50 foot right of way, in which the curb-to-curb width shall be determined by the Planning Director in consultation with the Director of Public Works prior to the approval of the Tentative Map. The private street section shall include a 30 foot right of way, in which the curb-to-curb width shall be 24 feet.

PROVISIONS OF RECLASSIFICATION
1923RD ZONING UNIT
PAGE 5

- d. All internal project intersections and roadways shall be designed to maintain adequate corner sight or safe stopping distance for all approaches in conformance with design criteria recommended by the Public Works Agency and approved by the Planning Director. All methods necessary to achieve adequate geometrics on roadways including lot elimination, subdivision redesign, roadway realignment, or grading/landscape restrictions shall be explored, and used when appropriate.
- e. Each residential lot shall include an 5 foot wide Public Utility Easement (PUE) spanning the full frontage of the lot. Hydrants, electroliers, and utilities shall be located in the PUE as appropriate.
- f. Parking or storage of recreational vehicles or trailer-hauled boats shall be subject to the regulations of the Alameda County Zoning Ordinance.
- g. Walls, fences, signs, parking, and landscaping shall be maintained in good condition at all times.
- h. Exterior building design and finishes shall complement and be compatible with landscaping and adjacent buildings. This shall not prohibit the use of stucco as an exterior material.
- i. Project lighting shall be designed to reduce glare seen off site. The roadway shall be illuminated to meet County lighting standards.
- j. All ducts, pipes, meters, air conditioning, and any other mechanical equipment, whether on a structure or on the ground, shall be effectively screened from public view with materials architecturally compatible with the main structures.
- k. All utilities, including transformers, required to serve permanent development shall be installed underground.
- l. All retaining walls shall be constructed using concrete or a material as agreed to by the Director of Public Works. Wherever feasible, landscaping should be used to soften the appearance of retaining walls.
- m. Water conservation devices, such as low flow showerheads, faucets, dishwashers, and toilets, shall be installed and maintained in each unit.
- n. Street numbers of residential units shall be posted so as to be easily seen at all times, day or night. Addresses for homes shall be a minimum of 4 inches in height, lighted,

**PROVISIONS OF RECLASSIFICATION
1923RD ZONING UNIT
PAGE 6**

and visible from the street.

- o. If alarm systems are installed, they shall be installed by a state-licensed installer and shall conform to all state and county fire alarm ordinance specifications.
 - p. Foundation design shall conform with engineering specifications approved by the Director of Public Works.
 - q. Except as otherwise approved by the Planning Director, roof gutters and downspouts shall be connected to the storm drain system via a closed system of non-perforated pipe.
 - r. All residential units shall incorporate security features, such as deadbolts and security lighting, into their design.
 - s. All structures shall be engineered according to the structural design criteria of the Uniform Building Code. Geotechnical studies conducted by the Geotechnical Engineer shall address seismic safety in design criteria for structures and for cut and fill slopes, and recommendations of the geotechnical study shall be incorporated into building and grading design.
18. A natural habitat preservation booklet with recommendations for homeowners for protecting creek water quality and riparian habitat, preserving oak and other valuable trees, and minimizing conflicts with area wildlife shall be prepared by qualified experts. The booklet should discuss proper use and disposal of household toxic substances, control of pets, a list of native, drought-tolerant, non-invasive plants for yard landscaping, and other suggestions. This booklet shall be provided to initial homeowners by the developer and to subsequent homeowners by the Property Owners' Association. The developer shall submit a copy to the Planning Department for approval. The document shall be presented to potential buyers, who, prior to executing a purchase agreement, shall acknowledge in writing that they have read and understand the information contained in the booklet. The developer shall maintain records of these acknowledgments, and copies of these records shall be made available to the Planning Director upon request.
19. Variety and flexibility in housing siting is encouraged. Exceptions to these standards to achieve desirable visual and spatial relationships and that are in the interest of better utilization of the building sites and in substantial conformance with these Provisions may be permitted by the Planning Director through Zoning Approval in the initial construction of the development. Subsequent requests for deviations from these standards shall be subject to the procedures of Section 8-93.0 et seq. (Variances) of the Alameda County Zoning

PROVISIONS OF RECLASSIFICATION
1923RD ZONING UNIT
PAGE 7

Ordinance.

20. Fire protection improvements and design shall be installed by the developer in accordance with the requirements of the appropriate Fire Protection District, including but not limited to the following provisions:
- a. All fire apparatus access roads, grades on access roads, road surfaces, turnarounds, cul-de-sacs, and other roadway characteristics shall be constructed in conformance with the Uniform Fire Code, Section 10.207.
 - b. All streets and water supplies, including fire hydrants, shall be installed and properly operating prior to building construction (Uniform Fire Code, Section 10.301(d)).
 - c. Developer shall fund and install fire hydrants, with number and locations to be determined by the Fire District.
 - d. Each chimney or vent attached to any solid or liquid fuel burning device shall be fitted with a securely attached spark arrestor, consisting of 12 gauge welded or woven wire mesh screen, with openings not to exceed ½ inch.
 - e. All roofing materials shall be of a fire retardant type, Class C or better. This category shall not include Class C fire retardant treated wood shakes, which do not retain adequate fire retardant properties throughout the life of the structure.
 - f. A 20 foot wide (minimum), all weather emergency vehicle access shall be provided as shown conceptually on Exhibit B.

PRIOR TO APPROVAL OF THE TENTATIVE MAP

- 21. Developer shall submit written confirmation to the Planning Director and Director of Public Works that right-of-way has been secured for access to the site from the Five Canyons Parkway.
- 22. A plan view of the proposed access road and Five Canyons Parkway intersection shall be submitted to the Planning Director and Director of Public Works for evaluation and approval. Additional traffic and design studies for on- and off-site facilities may be required at the discretion of the Director of Public Works at the sole cost of the developer.
- 23. Developer shall pay a share of the cost of desilting Don Castro Reservoir in direct proportion to the site's share of sediment contributed to the reservoir as determined by and in

conjunction with the siltation monitoring-program conducted for the Five Canyons project. A bond shall be submitted to guarantee payment of these funds, as approved by the Director of Public Works. Prior to approval of the tentative map, a detailed memorandum of understanding between the developer of this project and the developer of the Five Canyons project shall be submitted to the Director of Public Works for approval, assuring that each of the projects will provide its prorated share of funds for monitoring and desilting of Don Castro Reservoir. If monitoring indicates a significant increase in sedimentation from the proposed projects, additional erosion and sedimentation control measures shall be implemented as directed by the Public Works Agency.

PRIOR TO FILING A FINAL MAP OR ISSUANCE OF A GRADING PERMIT

24. The Five Canyons Parkway shall be completed prior to filing a final map for this project. Filing of the final map may be completed prior to the completion of the Five Canyons Parkway to the entry road with the approval of the Director of Public Works.
25. Compliance with the construction grading plan and assurance that grading will be completed satisfactorily (brought to a stable and erosion resistant state) in the event the project is prematurely terminated shall be guaranteed in an amount and manner determined suitable by the Director of Public Works. Said guarantee shall be provided to the County of Alameda, prior to issuance of a Grading Permit. Grading proposed to extend beyond the limits of a final subdivision map shall also be protected by the aforementioned guarantee.
26. The limit of grading line, as shown on Exhibit B, shall be staked in the field and inspected by the Planning Director and Director of Public Works.
27. The following special studies or plans shall be approved by the Planning Director, or Director of Public Works (as specified), prior to any grading or filing of a final map. Implementation of recommendations in these studies/plans and submittal of verification records for mitigation monitoring purposes shall be paid for by the developer.
 - a. An oak/bay woodland and riparian habitat protection, revegetation, and enhancement program shall be developed by a qualified biologist, State licensed forester, or arborist and submitted to the Planning Director prior to approval of the tentative map. This program shall be designed to expand and improve the areas of oak/bay woodland and riparian habitat on-site in places where structures and infrastructure would not be established, including existing oak/baywoodlands, existing oak riparian habitat, areas altered through the placement of fill, and in nonessential grassland/brushland/scrub areas where no sensitive habitat has been determined to exist. Issues to be considered in the design of the program include: the existence of

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suitable site conditions for the restoration or enhancement of woodlands or riparian habitat on-site or on nearby available sites; the species and sizes of vegetation to be used in replanting, including coast live oaks (currently found on-site) and possibly valley oaks which may be suitable for establishment in and enhancement of riparian areas; specification of techniques to achieve maximum success rates for the establishment and enhancement of new vegetation and habitat with particular attention to specific site conditions as discussed above; establishment of success criteria for individual trees, existing and planted groves, or enhanced habitat areas as appropriate; and identification of the form of monitoring to ensure that the woodland/riparian habitat restoration and enhancement program is implemented effectively.

- b. A wildfire protection plan, to be approved by the Planning Director and the appropriate Fire Protection District. The Plan shall include recommendations for brush clearing, limb pruning, grazing, limiting access to high hazard areas, the location of graded emergency access roads into open space areas, and other techniques to minimize hazards of wildfires. A copy of this plan shall be submitted to the County Grading Supervisor, who shall verify that provisions are included in approved grading plans. Implementation shall be guaranteed by the developer.
- c. A survey shall be conducted and a report prepared by a State licensed forester or certified arborist, to be approved by the Planning Director prior to the start of grading, to determine the presence of specimen trees or important associations of trees and to make recommendations for their protection. The zone surveyed shall include areas outside the limit of grading lines once grading lines are staked, and shall be no less than ten feet wide for cut areas and 30 feet wide for-fill areas; the survey shall determine if any specimen trees occur in the survey zone and whether they would be affected by grading. Tree protection measures and/or mitigation measures shall then be developed and included in the report, including but not limited to modification of the grading line and implementation of tree wells.

Specimen trees identified in the arborist's report which cannot be protected or successfully relocated onsite shall be replaced at a ratio of no less than 5:1, and shall be replaced by specimens chosen primarily with the goal of recreating a healthy and sustained ecosystem to replace that which will be affected by development; aesthetic considerations are important but secondary in the selection of specimens.

- d. A nesting survey shall be conducted in the woodland areas during the nesting season, May through June. If a Cooper's hawk, sharp-spinned hawk, or golden eagle nest is found in these areas, the tree and any others within an appropriate buffer zone should

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not be disturbed. The buffer zone shall be determined through analysis of topography and adjacent habitats during the nesting season. The nest should be monitored and once the fledglings are gone, in late June or early July, construction activities in this area can be resumed. Alternatively, trees within those woodland habitats located in construction zones could be removed prior to the mating and nesting season. This activity could be done from September through February.

28. A hydrology/hydraulic study used to calculate the increase in runoff from the site shall be submitted for approval by the Director of Public Works before approval of a tentative map. The study shall show any changes in the drainage area as well as runoff for each watershed. The study shall show the path water from the site will take until it intersects the creek in Canyon D. Downstream watercourses shall not be subjected to augmented flows above natural levels.
29. Detailed grading, drainage and erosion/sedimentation control plans, including mitigation of existing drainage and erosion problems within the entire project area shall be submitted for approval by the Director of Public Works before a Grading Permit conforming to or exceeding standards of the Alameda County Grading Ordinance and Association of Bay Area Governments may be issued. Grading plans shall incorporate the recommendations in the "Preliminary Geologic and Geotechnical Engineering for the Leider Property" dated July 1990.

The grading plan shall seek to minimize grading to the maximum extent possible. Cut and fill slopes shall be no steeper than 2:1, exclusive of terraces and roundings at toes and heads, in accordance with the Alameda County Grading Ordinance. Design of cut slopes shall take into account jointing and presence of weak interbeds. The grading plan shall include provisions for monitoring fill settlement by the project soils engineer to determine that significant settlement has ceased prior to construction of any structures on the fill. Disturbed slopes shall be revegetated as early as practicable.

The drainage plan shall provide for the installation of a complete storm drainage system as soon as possible that will function during and after grading. Any landslide repair areas will require subsurface drains to collect groundwater flow. Significant augmentation of one creek system to another is to be avoided. Roof gutters and downspouts shall be connected to the storm drain system via a closed system of non-perforated pipe, unless otherwise approved by the Planning Director.

30. Construction routes shall be submitted for approval by the Director of Public Works before obtaining a Grading Permit. Construction traffic shall be restricted to the Five Canyons Parkway if that route is accessible. Hours of construction traffic shall be limited to 7:00 a.m.

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to 6:00 p.m., Monday to Friday, unless prior approval is granted by the Director of Public Works.

31. A program for residential signing and identification shall be approved by the Planning Director. Said program shall include general requirements as to location, size, height, materials, colors, lighting, maintenance and be compatible with landscaping and architectural guidelines.
32. A landscape program, to be followed in designing and implementing landscaping plans for the entire project, including residential areas, streets, intersections, entries, fencing, and common landscaped areas shall be prepared by a registered landscape architect and be approved by the Planning Director, prior to filing of a Final Map. Said program shall be based on general landscape guidelines indicated on Exhibit B; County Planning Department "Requirements and Performance Guidelines for Landscape Plans" and "Landscape Water Conservation Guidelines," and shall incorporate the following provisions:
 - a. Native, non-invasive, drought-tolerant plants shall be used to the maximum extent possible.
 - b. Energy and water-efficient irrigation systems shall be used.
 - c. Removal of or damage to existing natural and mature exotic trees shall be minimized.
 - d. Landscape screening of project areas visible from Fairview Avenue shall be incorporated into the program.
 - e. Fire-retardant landscaping shall be incorporated in areas adjacent to open space. A wildfire protection program, to be approved by the appropriate Fire Protection District, shall be required pursuant to Provision 27(b).
 - f. Landscaping shall not block required roadway sight distance.
 - g. Additional vegetative screening should be used along the development edges, where appropriate, to soften views of peripheral buildings and to integrate landscaping with native vegetation. Transitions between irrigated landscaping and native vegetation shall be gradual rather than abrupt to avoid sharp delineations between colors which could be seen off-site.
 - h. To promote a unified and attractive appearance to the project, a comprehensive fencing program shall be approved by the Planning Director. The program shall

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serve as a guide to future approvals and should at least include fences for privacy, lot delineation, safety, sound attenuation, landscape and architectural detailing, and in some cases permit wildlife passage. The program shall include guidelines for location, materials, textures, and colors. Fence height shall be consistent with provisions of the Alameda County Zoning Ordinance.

Specific landscape plans for subdivisions shall be consistent with this overall program and shall include details such as specific plant materials, quantities, sizes, locations, phasing, planting and staking details, energy and water-efficient irrigation, comprehensive fencing plans and a maintenance program.

33. Improvement plans for trenches and utility lines traversing open space areas shall be approved by the Director of Public Works, after consultation with the Planning Director. Utilities shall be sited to avoid major trees and minimize habitat destruction and adverse visual effects.
34. A letter from the City of Hayward shall be submitted to the Director of Public Works stating that the project will be served with water by the City of Hayward. Developer shall coordinate with the developer of Five Canyons and the City of Hayward to assure construction of adequate water storage and delivery systems for the project, as determined appropriate by the City of Hayward. Prior to the execution of the water service agreement between the City of Hayward and the developer, the Planning Director shall review and approve the form and content of the agreement.
35. A letter from the Oro Loma Sanitary District shall be submitted to the Director of Public Works stating that the District will provide sanitary services to the project. Developer shall coordinate with the developer of Five Canyons and the Sanitary District to assure construction of adequate sewage disposal and treatment facilities necessary for the project, as determined appropriate by the Sanitary District.
36. Developer shall coordinate with the appropriate Fire Protection District to assure adequate fire protection for the project and shall contribute to the costs of constructing and equipping the Five Canyons fire station prior to filing the Final Map. This project, in combination with other potential development on parcels identified as the "expanded area of consideration" in the Rancho Palomares EIR, shall contribute a per-unit amount equivalent to the per-unit fee to be paid by the developer of Five Canyons. The per unit fee shall be equal to the total cost, divided by 1,111 units.
37. The Director of Public Works shall develop a formula for approval by the Planning Director to assess the developer for a share of the costs of constructing and equipping the County

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Service Area corporation yard on the Rancho Palomares site.

38. The CSA and LLD formed and operated by Alameda County and EBRPD for Five Canyons shall be extended to include and joined by this development to accomplish the following functions at no cost to the County:
- a. inspect annually and maintain permanent drainage, erosion control and water quality facilities;
 - b. inspect annually and maintain slopes and facilities, prior to October 1 of each year;
 - c. repair any mass soil movement or erosion involving common area property;
 - d. maintain common areas and the project trail system;
 - e. maintain street lighting;
 - f. maintain all project streets and parking areas, including emergency access roads;
 - g. maintain street trees in Public Utility Easements (PUEs);
 - h. maintain the oak/bay woodland revegetation and enhancement mitigation areas and other revegetation areas, in accordance with the revegetation and enhancement plans on file with the Alameda County Planning Department, for the life of the project;
 - i. maintain natural/enhanced open space areas; and
 - j. perform street sweeping on a regular schedule, as approved by the Director of Public Works, to minimize trash, oil and grease, and other toxic urban runoff to creeks.
39. A Property Owners' Association (POA) shall be formed for the exclusive purpose of owning open space and the private street within this development, including landscaped and natural open space. The POA shall maintain public liability insurance indemnifying the County against liability for personal injury or property damage caused by or resulting from improper maintenance of the open space. In lieu of this requirement, developer may convey the project's open space to another entity, to be approved by the Planning Director, which can indemnify the County against liability in a manner satisfactory to the County. In any event, the open space shall be irrevocably committed to open space as required by Provision 8(b).
40. Conditions, Covenants and Restrictions (CC&Rs) shall be approved by the Planning Director

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and shall, at a minimum, include the following:

- a. Payment of dues and assessments shall be both a lien against the assessed land and a personal obligation of each property owner.
- b. Common areas and private properties shall be maintained in good repair.
- c. Parking or storage of recreational vehicles or trailer-hauled boats shall be subject to the regulations of the Alameda County Zoning Ordinance.
- d. Property owners shall install and maintain landscaping and any necessary engineering measures for slope stability to prevent and repair mass soil movement and erosion occurring on private property. The CSA shall have the authority and responsibility to enforce this provision by performing necessary work and assessing the property owner.
- e. Architectural development standards approved as part of Exhibit D, Development and Design Standards, 1923rd Zoning Unit shall be observed and enforced.
- f. All garages shall have sufficient area for two or more parking spaces. Garages shall not be used for storage that encroaches upon the required parking spaces.
- g. Property owners or their tenants shall maintain their respective lots and units in good repair.
- h. Fencing on private lots shall conform to the overall project fencing plan.
- i. All property owners in the project shall be notified that:
 1. certain nuisances associated with agricultural practices may affect project residents (potential nuisances include, but are not limited to: noise, odors, dust, chemicals, insects, and rodents).
 2. legal agricultural activities will not be curtailed as the result of the introduction of residential uses into the area.
 3. under the Alameda County Right-to-Farm Ordinance, residents of Alameda County, including adjacent landowners, have the right to farm and all that those rights entail.

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Notification of the information shall be given by the developer, its assignees or transferees and by the homeowners' association, its representative, agents or managers through the following means: deeds, CC&Rs, leases and title reports.

- j. CC&Rs shall include provisions granting, authorizing and empowering the County to:
 - 1. determine that a special assessment is necessary to repair the common area or any part thereof, to the standard in the neighborhood and place a special assessment on the individual units for that purpose at the County's discretion. In furtherance of such grant, authority, or power, the County may place a lien on each unit in the project.
 - 2. perform any work at County's discretion in the common area, or any part thereof, to bring common area in compliance with the ordinances of the County in effect at the time of commencement of project construction. County may perform any work in common area, or any part thereof, necessary to prevent common area from becoming in violation or further violation of any ordinance of the County.
 - 3. enforce any of the covenants, conditions, and restrictions for the project at the County's discretion.
- 41. A deed restriction shall be recorded on each lot which prohibits further subdivision of the parcel.
- 42. Any necessary Boundary Adjustments with adjacent property owners shall be approved by the Planning Director and recorded prior to filing the Final Map.
- 43. Prior to the filing of the Final Map, the developer shall pay \$10,000 to the County of Alameda to help fund the cost of the Fairview Avenue Study. Funds shall be submitted to the County Planning Department who will place them in trust and expend them for the above purpose.

DURING GRADING AND CONSTRUCTION

- 44. Cut and fill shall be balanced in the subdivision. No material shall be exported from the site. Import shall be limited to topsoil for vegetation or for non-expansive material, if required beneath slabs or building foundations, and only if implemented as a part of a Grading Permit issued by the Director of Public Works.

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45. Individual lot grading shall be balanced on each lot, unless several lots are graded concurrently. If several lots are graded concurrently, cut and fill should be balanced within the group of graded lots. Pad grading of home sites shall be minimized through the use of grade beam foundation systems, split pads, pier foundations, stepped footings, and/or varied articulated elevations and rooflines.
46. Independent, professional, soil, geologic, engineering and natural resource management consultant(s) shall be provided by the County of Alameda, as required, at the developer's expense to:
 - a. review and advise the Director of Public Works on proposed grading and improvement plans; and
 - b. inspect and monitor construction activities associated with the project as they affect drainage, erosion, sedimentation, dust, water quality, slope stability, compaction, vegetation, wildlife and other pertinent matters as determined by the Director of Public Works.

Said consultant, or consultants, shall have authority to advise the Director of Public Works on implementation of improvement plans and other related requirements and conditions.
47. No grading of the site or access road area shall occur which is not in compliance with the Grading Permit. Grading shall be completed under the supervision of the Project Soils Engineer and/or Engineering Geologist, or Project Civil Engineer who shall submit upon completion of grading a declaration to the Director of Public Works that all work was done in accordance with the recommendations contained in the soil and geologic investigation reports and the approved plans and specifications.
48. No grading of the site may occur between October 1 and April 15 of any year without specific authorization of the Director of Public Works based upon the demonstration by project engineers that grading during this period would not result in any significant erosion or off-site sedimentation. All long-term erosion control measures shall be in place by October 1 once site preparation has begun. Written certification of compliance with this provision shall be provided by the developer to the Director of Public Works annually through the duration of construction.
49. Grading activities shall be limited to between the hours of 7:00 a.m. and 6:00 p.m., Monday-Friday, unless prior approval is granted by the Director of Public Works.
50. Annual inspection and maintenance shall be provided by the developer for all common area

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slopes, surface and subsurface drainage including subdrains, for a period of one year after completion of grading or facility installation.

51. All internal combustion engines on grading or construction equipment used at the project site shall be equipped with a muffler equal to or better than that supplied by the vehicle manufacturer. All equipment shall be maintained in good mechanical condition so as to minimize noise and air pollution from faulty engine, drive train and other components. No muffler or exhaust system shall be equipped with cutout, bypass, or similar device intended to thwart quieting. Contractor(s) shall provide written certification of compliance with this provision to the Director of Public Works annually through the duration of construction. In addition, if in the course of routine inspections County staff (or consultants responsible for monitoring site work) determine that there may be a violation, an inspection of equipment may be required and work may be stopped until the violation(s) is (are) corrected.
52. No significant concentration or augmentation of runoff above natural levels to natural drainage shall be permitted unless approved by the Director of Public Works. All lots shall be graded such that storm and irrigation water drains toward the street.
53. Dust control measures, as approved by the Director of Public Works, shall be followed at all times during grading and construction operations.
54. Stockpiling of topsoil and/or design of haul cycles so that topsoil is not lost or mixed with other materials in fills shall be required so that revegetation of graded areas can take place as much as possible, and shall be implemented as a part of a Grading Permit issued by the Director of Public Works.
55. Trash, construction debris, or materials shall not be allowed off site, in creek areas, or near significant vegetation during any phase of the project. Developer shall clean up trash or construction debris, prior to acceptance of the project by the Board of Supervisors.
56. If archaeological remains are encountered during construction, all construction in the vicinity shall be halted, an archaeologist shall be consulted and the County Planning Department shall be notified. If in the opinion of the archaeologist the remains are significant, measures, as may be required by the Planning Director, shall be taken to protect them. Procedures described in Appendix K of the California Environmental Quality Act shall be followed to ensure protection of the resource. If any human remains are encountered, the County Coroner shall be notified immediately.
57. All approved erosion control measures shall be installed on a lot before final inspection is requested for the residence on the lot. Erosion control measures shall include planting of

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vegetation on all slopes disturbed by grading activities and timed to stabilize soil on the site by October 1 of the year in which grading occurs. Seeding and mulching methods, rates and areas shall be included in erosion control plans. Such vegetation shall be maintained by the lot owner.

58. During construction, an annual inspection by the Planning Department, or consultant working under the direction of the Planning Department, shall be conducted to determine whether landscaping is being maintained in accordance with the approved landscaping plan. Costs of inspections and record keeping shall be the expense of the developer until final occupancy, and by the CSA or property owners' association thereafter.
59. A plan for the capping of any existing wells and the abandonment of any existing septic systems on site shall be submitted to Alameda County Environmental Health Department for approval.

PRIOR TO ISSUANCE OF BUILDING PERMITS

60. The Planning Director, in consultation with the Director of Public Works, shall identify a program for mitigating Castro Valley traffic congestion to substitute for the eastbound off-ramp from I-580 at the Five Canyons Parkway originally required for the 1985th Zoning Unit. This traffic mitigation program will be based on recommendations of the Castro Valley Arterial Roadway Study being conducted by DKS Associates. The developers shall pay a per unit fee equal to the total cost, divided by 1,111 units.
61. Developer shall pay for a share of the traffic improvements and associated right-of-way acquisition identified in the Five Canyons traffic impact mitigation program approved as part of the 1985th Zoning Unit (including the Castro Valley traffic mitigation program referenced in Provision 58). This project, in combination with other potential development on parcels identified as the "expanded area of consideration" in the Rancho Palomares EIR, shall contribute a per-unit amount equivalent to the per-unit fee to be paid by the developer of Five Canyons. The per unit fee shall be equal to the total cost, divided by 1,111 units. The fees shall be submitted to the Director of Public Works and shall be placed in a trust fund for use in funding a portion of the required improvements identified in the Five Canyons traffic impact mitigation program or the funds could reimburse the developer of Five Canyons for the traffic improvement work.
62. Developer shall pay the Castro Valley Unified School District development impact fee. If a Mello-Roos district is formed to provide supplementary funding to the Castro Valley Unified School District prior to occupancy of this development, then the development shall join this district.

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PRIOR TO OCCUPANCY

63. Prior to occupancy of any dwelling units in the project, a letter, or letters, shall be submitted by the Project Civil Engineer stating that the project, as built to date, is in compliance with the applicable provisions of this District.
64. Prior to the occupancy of each dwelling unit, the developer shall pay a \$1,800 fee to the County of Alameda to provide local affordable rental or for-sale housing. This fee is in 1995 dollars and shall increase or decrease yearly based on the cost of housing as calculated for the San Francisco/Oakland/San Jose area published by the United States Department of Labor Statistics CPI Detailed Report. All fees paid shall be earmarked exclusively for provision of housing through construction, rent or financing subsidies, or other methods, and shall not be used for salaries or other overhead expenses, nor shall they be used to free monies for salaries or other overhead expenses which otherwise would have been used for provision of housing. The Board of Supervisors shall approve the program for use of this fund. "Affordable rental housing" is defined as housing that is priced such that it is affordable to very low income households (e.g. households with income equal to or less than fifty percent (50%) of the County median income, adjusted for family size) and rented only to persons who fall within this definition. Affordable rent (including utilities) shall not exceed thirty percent (30%) of the household's gross income. Affordable for-sale housing" is defined as housing that is priced such that it is affordable to low income households (e.g. households with income equal to or less than eighty percent [80%] of the County median income, adjusted for family size) and sold only to persons who fall within this definition. Affordable sales prices shall be such that the monthly payments, including property taxes, do not exceed thirty percent (30%) of the household's gross income. Affordable for-sale housing shall include restrictions to ensure that resale of the house is at such a price and to such persons as defined above. Affordable rental and for-sale housing shall be available to the following priority list: a) current residents of the unincorporated Eden Township area; b) current residents of cities located in Eden Township; c) other current Alameda County residents.

As an alternate to the above fee schedule, the developer may submit for approval by the Planning Director a proposal for use of the affordable housing funds in an offsite residential project that includes affordable housing units, and which is located in an unincorporated area of the County. The affordable housing units should be located in the Fairview or Castro Valley areas. Terms of rental or sale would be subject to the conditions described above for application of affordable housing fees.

EXHIBIT D
DEVELOPMENT AND DESIGN STANDARDS
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Site Design

The intent of these guidelines is to establish standards for the orderly development of each parcel and to ensure that the project is sensitive to the natural features of the site.

1. Development of each parcel shall consist of individual custom single family homes. All proposed homes shall be reviewed by the Alameda County Planning Department and Oak Terrace Development Partners for appropriateness of materials and design.
2. Each lot created in this project shall have a minimum lot size of 1 acre. Development of each lot shall maintain the rural atmosphere, unique trees, and existing topography.
3. Minimum building setbacks shall be 25 feet for front yards, 20 feet for each side yard, and 50 feet for rear yards. Distance between homes on adjacent lots shall not be less than 50 feet. On corner lots, the street side yard shall be a minimum of 30 feet.
4. The distance between the building and accessory structures on the same lot shall not be less than 20 feet.
5. The maximum height of a main structure shall not exceed 30 feet in height as defined by the Alameda County Zoning Ordinance. Accessory structures shall not be located within the front, rear or sideyard building setbacks and shall not exceed 15 feet in height.
6. Each dwelling unit shall have a minimum of 2 vehicle parking spaces located within a garage and 2 spaces on site contained within a driveway.
7. Storage of vehicles within the required front and side yards is prohibited. No recreational vehicles shall be stored or parked on site or within the established right-of-way for periods in excess of 72 hours.
8. Areas within the required front yard setback may not be paved except to provide direct access to the required entry, garage, or parking areas located behind the front yard setback.
9. All pavement surfaces used for parking and access driveways shall be constructed with Portland concrete cement or asphalt and may be accented with masonry material. Driveways on an adjacent lot or parcel of land shall be separated by at least 40 feet.

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10. The project shall have and maintain a system of pedestrian trails that link open space areas. This trail shall occur in the street right-of-way providing connection to the open space system.
11. Hillside grading shall be contoured to simulate the existing hill form, not resulting in concave or straight cut slopes.
12. The maximum cut depth allowed for building pads for lots 1-5, and 13-21 shall not exceed 5 feet in vertical distance for each step, with the maximum width of each step not exceeding 25 feet, except lots 6-12, and 22-25, where the maximum cut allowed shall not exceed 10 feet. The use of grade beam foundation systems shall be encouraged where possible to reduce the impacts of grading.

Architecture

The intent of these guidelines is to establish standards of high quality architecture for use in the design of buildings, structures and the surrounding environment. Lot purchasers are encouraged to use innovative techniques to make the project a design statement.

1. Architectural variation shall be encouraged through the use architectural styles, material types, colors, rooflines and window treatments.
2. Exterior materials may include vertical board and batt or horizontal butt or lap siding, shingles, masonry including new or used brick, or stone and stucco when combined with other materials.
3. Vertical grooved plywood siding and hardboard siding are not permitted.
4. All development shall be subject to a Site Development Review by the Alameda County Planning Department and review by Oak Terrace Development Partners for appropriateness of materials and design.
5. Building exterior colors should be subdued with compatible colors used for trim and accent areas. Primary colors and bright or vivid colors are discouraged when used in conjunction with major building elements. Primary colors may be utilized for minor building details only. Oak Terrace Development Partners shall review and approve all color selections.

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6. Exterior walls should be designed with features such as offsets, reveals, recessed or projecting windows and other architectural features. Recesses for courtyards or garden areas are encouraged. Long expanses of blank walls are discouraged.
7. All window frames shall be of wood or bronze or colored anodized aluminum. Mill finish aluminum window frames are not permitted.
8. Large glass areas may be broken up by use of window mullions or other architectural features.
9. Tinted (non-reflective) glass is preferred where solar heat gain is a concern and where windows cannot be shaded by either overhangs, awnings or landscaping.
10. Security bars and grills on doors and windows shall not be used. Methods of securing doors and windows, such as adequate locks and alarms, should be used when security is a concern.
11. Building trim shall be a minimum 3.5 inches in width around all doors and windows. The trimming of two story structures is important to break up large expanses of exterior wall and should consist of both vertical and horizontal elements.
12. Roofs should include hip or gable styles. Shed roofs are only permitted as minor building elements in conjunction with the use of either hips or gables as the primary roof design. Mansard and flat roofs are prohibited.
13. Permitted roof materials include fire treated wood shingle and wood shake, flat concrete tile, metal, and architectural grade composition roofing. The use of red barrel tile, tar and gravel, and built-up roofing is not permitted.
14. Eave projections shall extend at least 18 inches from the exterior building walls.
15. The minimum size roof fascia shall be 8 inches. Whenever possible, relief shall be provided to create shadow lines or other architectural interest.
16. All buildings designs shall incorporate gutters and downspouts.
17. No roof mounted mechanical equipment of any kind shall be permitted. All mechanical equipment shall be completely shielded from view whether from adjacent properties or public rights-of-way.

**DEVELOPMENT AND DESIGN STANDARDS
1923RD ZONING UNIT
PAGE 4**

18. In the interest of minimizing impacts on views from Fairview Avenue, all or portions of residences on lots 18-22 may be required to be single story.

Landscaping

The landscape design guidelines are intended to establish a district and harmonious landscape character for the area. Special landscape buffers, grading and landscape elements will be used to accomplish smooth transitions between public and private spaces.

1. Landscaping shall combine pleasing aesthetics with water conservation measures. Plant material should be hardy and drought tolerant, while providing good coverage, shade and variation in color. Native species should be emphasized. Irrigation systems shall emphasize efficient water usage through the use of drip systems, bubblers, low volume emitters, and other advanced technologies to conserve water.
2. Existing riparian vegetation shall be preserved and, where possible enhanced by planting compatible native tree and shrub species.
3. All landscape elements (walks, driveways, patios, etc.) shall be designed as integral parts of the design for each lot.
4. Ongoing landscape maintenance activities that assure healthy growing conditions and operation of irrigation systems shall be addressed in the CC&R's for each homeowner.
5. Graded slopes adjacent to the street right-of-way shall be landscaped in accordance with a landscape theme. The steepness of the slope shall vary to blend with the natural contours of the land.
6. Intersections and other locations where sight distances are important shall utilize low profile shrubs and ground cover.
7. Long uninterrupted exterior walls and fences shall be avoided along all public rights-of-way. Walls and fences shall have relief to create an interesting blend of shapes and textures using landscaping and a combination of materials to soften the architecture.
8. Fences shall not exceed a height of 6 feet. Use of standard galvanized chain link fencing is not permitted. Exact location, height and materials to be used will be

DEVELOPMENT AND DESIGN STANDARDS
1923RD ZONING UNIT
PAGE 5

determined through submittal of a fencing plan and shall be reviewed by the Alameda County Planning Department and Oak Terrace Development Partners.

**THE COUNTY PLANNING DIRECTOR OF ALAMEDA COUNTY
HAYWARD, CALIFORNIA**

VESTING TENTATIVE MAP, TRACT 6869 - ADOPTED ON JUNE 18, 1997

RESOLUTION NO. 97-04

WHEREAS Oak Terrace Development Partners have filed with the Alameda County Planning Department, Vesting Tentative Map, Tract 6869, to divide into 25 single family lots one site containing approximately 55.74 acres in a PD (Planned Development - 1923rd Zoning Unit) District, located at 25900 Fairview Avenue, south of I-580 and northeast of Fairview Avenue adjacent to and southeast of Five Canyons residential development in the Fairview Area of unincorporated Alameda County; bearing County Assessor's Parcel Number 85A-6000-2-3; and

WHEREAS the Planning Director is designated by the Alameda County Subdivision Ordinance as the Advisory Agency for taking action on maps of this type; and

WHEREAS this tract map has been reviewed in accordance with the provisions of the California Environmental Quality Act and the Environmental Impact Report certified for the 1923rd Zoning Unit will serve as the environmental review for this stage of project approval; and

WHEREAS prior to taking action in this Resolution, the Advisory Agency reviewed and considered the EIR and hereby finds as follows:

1. The Project will have no new significant environmental impacts that were not considered in the EIR and that no further environmental review is necessary for this approval;

2. The EIR constitutes adequate and complete environmental documentation for the Map under CEQA; and

WHEREAS under conditions to be made as part of the map, it is determined that:

1. The proposed map and the proposed design and improvements are consistent with applicable general and specific plans in that the area is planned and zoned for the proposed use.

2. The map is consistent with the applicable zoning, pursuant to the 1923rd Zoning Unit.

3. The site is physically suitable for the proposed development in that there are no major limitations to conforming development.
4. The site is physically suitable for the proposed density of development in that proposed lotting pattern does accommodate the site's topography.
5. This division will not cause serious public health problems in that public sewer and water services will be made available to each lot in the land division.
6. The design or the improvements will not cause substantial environmental damage in that Exhibit C, (Provisions of Reclassification), and Exhibit D (Development and Design Standards) of the 1923rd Zoning Unit, and the following conditions of approval require actions or modification to the plan to mitigate potential environmental damage as discussed in the Board of Supervisors Resolution and Ordinance for the 1923rd Zoning Unit.
7. The design of the lots will not conflict with easements acquired by the public at large for access through, or for use of, property within the proposed land division in that none are known to exist.

WHEREAS improvements, as specified in the conditions of approval of this map, are found to be necessary for the public health and safety and a necessary prerequisite to the orderly development of the surrounding area; and

WHEREAS testimony submitted at the public hearing and other information in the public record have been considered by the Advisory Agency prior to this action:

NOW THEREFORE

BE IT RESOLVED that the Environmental Impact Report for the 1923rd Zoning Unit is hereby adopted, including the statement of Environmental Effects, Findings, and Facts, and the Statement of Overriding Considerations and the Vesting Tentative Map, Tract 6869 is hereby approved as to area, improvements and lot design, flood and water drainage control and as to all requirements of the Alameda County Subdivision Ordinance, subject to the design and statements shown on the copy of the map labeled TR-6869, "Exhibit

B"; Exhibit B (Final Land Use and Development Plan) 1923rd Zoning Unit; Exhibit C (Provisions of Reclassification) 1923rd Zoning Unit; Exhibit D (Development and Design Standards) 1923rd Zoning Unit; and the following conditions:

GENERAL CONDITIONS

1. All conditions must be accomplished prior to or concurrent with filing the Final Map, unless another time of compliance is specified below or on the face of Exhibit B. Installation of improvements shall be guaranteed under a "County-Developer Tract Contract", as approved by the Director of Public Works. All improvements guaranteed under this contract shall be completed by the land divider and accepted by the Board of Supervisors, prior to release of improvement guarantees.
2. The design and improvement of this land division shall be in conformance with the design and improvement indicated graphically or by statement on Exhibit B, as modified by these conditions, including road location, grade, alignment, width and intersection design; design of lots; location and design of storm drainage facilities; preservation of existing trees; and location and design of frontage improvements.
3. All required plans, specifications, and technical data necessary to complete the Final Map shall be filed with the Director of Public Works. Requirements for filing the map, review fees, improvements and inspections of work shall be determined by the Director.
4. A current title report and copies of the recorded deeds of all parties having record title interest in the property to be divided and if necessary, copies of deeds for adjoining properties shall be submitted to and accepted by the Director of Public Works.
5. Where easements are not obtained, rights of entry and drainage releases shall be acquired by the land divider in writing from the adjoining property owners for use or improvement of drainage ways outside the boundary of the tract map. Original copies of right of entry shall be provided to the Director of Public Works.
6. The developer shall defend, indemnify, and hold harmless Alameda County or its agents, officers, and employees from any claim, action, or proceeding against Alameda County or its agents, officers, or employees to attack, set aside, void, or annul this tentative map, associated environmental documents, or actions taken pursuant to the California Environmental Quality Act, or any combination thereof. Such indemnification shall include, but not be limited to, an award of costs and attorneys

fees to plaintiffs in such a proceeding as well as any staff time, costs, and attorneys fees incurred by Alameda County in its defense.

7. All improvements (including but not limited to roadways, street lighting, retaining walls, landscaping, storm drainage systems, and water and sewer facilities) shall be constructed and maintained at no cost to the County. The developer shall install and pay for all water mains, lines, and other water-related system improvements determined by the City of Hayward as necessary to service the project. All such installations shall be to the specifications of the City Engineer or County Public Works Agency.
8. Any necessary Boundary Adjustments with adjacent property owners shall be recorded prior to filing the Final Map.
9. Prior to filing of a Final Map, development shall form a separate property owner's association (POA) and/or shall participate in the property owner's association (POA) for the adjacent Five Canyons development (Tract 6651) encompassing all development and common areas in this project. However, if common areas, the undeveloped open space, CSA-maintained public and private streets, and the sanitary sewer system and pump station are in individual lot ownership or owned by a public entity, then the Planning Director, at his discretion, may waive the requirement for participation in a property owner's association. Conditions, Covenants and Restrictions shall be approved by the Planning Director and shall, at a minimum, include the following:
 - a. Payment of dues and assessments shall be both a lien against the assessed land and a personal obligation of each property owner.
 - b. POA shall own all common areas, including landscaped and natural open space, and sanitary sewer system, unless accepted by East Bay Regional Park District, Hayward Area Recreation and Park District, Oro Loma Sanitary District, or other public agency.
 - c. If a CSA is not formed or is dissolved by the Board of Supervisors for any reason, responsibility for maintenance of project streets and all other common facilities shall be assumed by the POA or another arrangement satisfactory to the Board of Supervisors.

NOTES: This map is subject to the provisions of the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). The project is subject to the CEQA and NEPA review process. The project is subject to the CEQA and NEPA review process.

- d. POA shall maintain public liability insurance indemnifying the County against liability for personal injury or property damage caused by or resulting from development or improper maintenance of the project.**
- e. CC&R's shall require that common areas and private properties be maintained in good repair.**
- f. Parking shall be allowed in designated locations only and streets shall be so posted.**
- g. For all private lots, property owners shall install and maintain landscaping and any necessary engineering measures for slope stability to prevent and repair mass soil movement and erosion occurring on private property. POA and the LLD shall have the authority and access rights to enforce this provision by performing necessary work and assessing the property owner.**
- h. Property sellers shall distribute the Natural Habitat Preservation Booklet to all new property owners within the project.**
- i. POA shall have architectural review authority for any changes to building exteriors, including colors.**
- j. CC&Rs shall provide that for detached single family units, all garages shall have sufficient area for two parking spaces. Garages shall not be used for storage that encroaches upon the required parking spaces. Automatic garage door openers shall be installed on all two car garage doors.**
- k. Property owners or their tenants shall maintain their respective lots and units in good repair. POA shall enforce this requirement.**
- l. Fencing on private lots shall conform to the overall project fencing plan.**
- m. POA shall submit annual reports to the Planning Director certifying that the development is maintained in substantial conformance with approved landscape program, wildlife protection plan, tree protection plan, and fire protection requirements. Annual reports shall be prepared in a format to be approved by the Planning Director.**

- n. At the discretion of the Planning Director, CC&Rs may include provisions granting, authorizing and empowering the County to:**
 - 1) determine that a special assessment is necessary to repair the common area or any part thereof, to the standard in the neighborhood and place a special assessment on the individual units for that purpose at the County's discretion. In furtherance of such grant, authority, or power, the County may place a lien on each unit in the project.**
 - 2) perform any work at the County's discretion in the common area, or any part thereof, to bring common area in compliance with the ordinances of the County in effect at the time of commencement of project construction. County may perform any work in the common area, or any part thereof, necessary to prevent the common area from becoming in violation or further violation of any ordinance of the County.**
 - 3) enforce any of the covenants, conditions, and restrictions for the project at the County's discretion.**
- 11. The Five Canyons (TR-6651) county service area (CSA) shall accomplish the following functions at no cost to the County:**
 - a. maintain permanent drainage, erosion control and water quality facilities;**
 - b. inspect and maintain slopes and facilities, prior to October 1 of each year;**
 - c. repair any mass soil movement or erosion involving common area property and any area covered by an easement to the CSA;**
 - d. maintain common areas, fire buffer, and undeveloped open space;**
 - e. maintain project streets and parking areas including emergency access roads;**
 - f. maintain the revegetation mitigation areas for the life of the project, in accordance with the revegetation plan on file with the Alameda County Planning Department;**

FORST & GARDNER

- approved by the Director of Public Works, after consultation with the Planning Department, Engineering, and other relevant departments.

ACCESS/STREET IMPROVEMENTS

16. All streets in the project shall be offered for dedication to the County.
17. Streets and easements shall be improved as shown on Exhibit B, Tract 6869. Said improvements shall be guaranteed under the County-Developer Tract Contract, as approved by the Director of Public Works.
18. Relocation of improvements or public facilities shall be accomplished at no expense to the County.
19. Traffic safety signs and devices shall be installed in accordance with standards of Alameda County. Proposed street names shall be cleared through the Planning Department and such approved names shall appear on the Final Map.
20. Developer shall provide plans, proof of access rights, and guarantees for provision of emergency access from the site to Five Canyons Parkway in substantial conformance with Exhibit B.
21. Adequate sight distance shall be ensured at project intersections and pedestrian crossings.

SITE ALTERATIONS/IMPROVEMENTS

22. Design and improvement of the land division shall comply with recommendations and requirements of the Public Works Agency as detailed in its various letters on this project, as amended by these conditions.
23. The recommendations of the oak/bay woodland and riparian habitat protection, revegetation, and enhancement program; landscaping plan; and wildfire protection plan, which are to be submitted and approved by the County under the 1923rd Zoning Unit, shall be reflected in the grading plan and shall be adhered to during grading, site disturbance, or construction. Implementation of recommendations in these studies/plans and submittal of verification records for mitigation monitoring purposes shall be paid for by the developer.
24. Detailed grading, drainage, and erosion and sedimentation control plans shall be approved by the Director of Public Works, after consultation with the Planning

Director. Grading shall conform to the applicable portions of the Alameda County Grading Ordinance, 82-17 and shall be consistent with that shown on Exhibit B. All cut and fill slopes shall be designed for a rounded contour finish. Minor modifications to grading may occur, with permission of the Planning Director, if geotechnical conditions necessitate. Permission of the Planning Director to grade beyond that shown on Exhibit B would be based on evidence that (1) no reasonable and feasible alternative exists, (2) affected vegetation will be replaced as appropriate, and (3) the site would remain stable as determined by the County geotechnical consultant. Modifications to grading may also occur with permission of the Planning Director if such modifications would reduce the overall amount of earth that would be moved on-site.

25. All grading of the site or access road areas shall be in compliance with the Grading Permit. Grading shall be completed under the supervision of the Project Soils Engineer, Engineering Geologist, or Project Civil Engineer who shall submit upon completion of grading a declaration to the Director of Public Works that all work was done in accordance with the recommendations contained in the soil and geologic investigation reports and the approved plans and specifications.
26. The developer shall guarantee compliance with the construction grading plan and assurance that grading will be completed satisfactorily (brought to a stable and erosion resistant state) in the event the project is prematurely terminated. The guarantee shall be in an amount and manner determined suitable by the Director of Public Works. Said guarantee shall be provided to the County of Alameda.
27. The Erosion and Sedimentation Control Plan shall include provisions for the installation of silt fences, hay bales, sand bags, and diversion ditches. This may include ensuring that slopes are planted soon after grading to stabilize them, and incorporating other recommendations of the Alameda County Public Works Agency. The developer shall submit the Erosion and Sedimentation Control Plan to the Department of Fish and Game (DFG) for review and comment prior to approval by the Director of Public Works. An absence of comments within a time period deemed reasonable by the Director assumes DFG has no comment.
28. No grading of the site may occur between October 1 and April 15 of any year without written authorization of the Director of Public Works based upon the demonstration by project engineers that grading during this period will not result in any significant erosion or off-site sedimentation. All erosion control measures shall be in place by October 1 once site preparation has begun. These measures shall include planting of

vegetation on all slopes disturbed by grading activities and timed to stabilize soil on the site by October 1 of the year in which grading occurs. Written certification of compliance with this provision shall be provided by the developer to the Director of Public Works annually through the duration of construction. Construction should be scheduled during the dry season (May through September), and revegetation of bare areas shall occur prior to the wet season (October through April). If necessary, hydroseeding should be applied to barren areas.

29. Grading shall not augment rate of flow or concentrate runoff to adjacent properties or block runoff from adjoining properties.
30. Developed portions of each lot shall drain to the roadway. If this is infeasible for lots 23 through 25, easements and responsibility for the construction and maintenance of drainage facilities shall be approved by the Director of Public Works.
31. Grading operations and construction activities shall be limited to weekdays (Monday through Friday) and the hours of 7:00 a.m. to 6:00 p.m., unless otherwise authorized by the Director of Public Works.
32. Construction haul routes shall be submitted for approval by the Director of Public Works before obtaining a grading permit. Hours of construction traffic shall be limited to 7:00 a.m. to 6:00 p.m. Monday to Friday, unless prior approval is granted by the Director of Public Works.
33. Cut and fill slopes shall be balanced on-site.
34. The minimum uniform gradient shall be 0.50 percent.
35. The following shall be submitted to the Director of Public Works, prior to acceptance of final improvements by the Board of Supervisors:
 - a. An as-built grading plan prepared by a registered Civil Engineer including original ground surface elevations, as-graded ground surface elevations, lot drainage, and location of surface and subsurface drainage facilities.
 - b. A complete record including location and elevation of all field density tests, and a summary of all field and laboratory tests.

- c. A declaration by a Civil Engineer and Geologist that all work was done in accordance with the recommendations contained in the soil and geologic investigation report and approved plans and specifications.**
 - d. Where soil or geologic conditions encountered in grading operations are different from that anticipated in the soil and geologic investigation report, or where such conditions warrant changes to the recommendations contained in the original soil investigation, a revised soil or geologic report shall be submitted for approval and shall be accompanied by an engineering and geological opinion as to the safety of the site from hazards of land slippage, erosion, settlement and seismic activity.**
- 36. Any known water well without a documented intent of future use that is shown on the map, is known to exist, is proposed, or is located during the course of field operations must be destroyed or backfilled prior to any demolition or grading in accordance with a well destruction permit obtained from the Public Works Agency.**

SERVICES AND UTILITIES

- 37. All utility distribution facilities within the land division shall be placed underground. Transformer type and location shall be reviewed for approval by the Planning Director and shall be shown on the landscape plan. If determined by the Planning Director to be visually screened and aesthetically acceptable, transformers may be placed above ground.**
- 38. City of Hayward water supply system shall be extended to provide water for each lot in the land division at the expense of the land divider in accordance with the requirements of the appropriate agency and approval by the Director of Public Works.**
- 39. A letter or other form of verification from the City of Hayward stating that it has agreed to provide water to each lot in the land division and accept ownership of the system shall be submitted to the Director of Public Works.**
- 40. Sanitary sewers shall be provided to service each lot and are to be connected to the Oro Loma Sanitary District system of sewers and installed at the expense of the land divider in accordance with the requirements of said District and the approval by the Director of Public Works.**

- 41. The design and construction of the sanitary sewer system and pump station shall be approved by the Oro Loma Sanitary District or the Director of Public Works.**
- 42. A letter or other form of verification from the Oro Loma Sanitary District stating that the District has annexed all of the project site and that it has agreed to provide a connection to its sanitary sewer system for each lot in the land division shall be submitted to the Director of Public Works. As an alternative, a letter or other form of verification from the CSA that they will provide sanitary sewer service for each lot in the land division shall be submitted to the Director of Public Works.**
- 43. Prior to final preparation of the subgrade and placement of base materials for the private streets, all underground utility mains shall be installed and service connections stubbed out beyond curb lines. Public utilities and sanitary sewers shall be installed for each lot in a manner which will not disturb the street pavement, curb and gutter, and sidewalks when service connections are made.**
- 44. Fire protection improvements shall be installed by the subdivider in accordance with the requirements of the appropriate fire protection district.**
- 45. Prior to release of guarantees, all improvements as specified herein or shown on Exhibit B shall be installed in accordance with the improvement plans approved by the Director of Public Works. Inspections shall be certified by a registered Engineer or by Public Works Agency staff, at the option of the Director of Public Works. Fire protection improvements shall be inspected and approved by the appropriate fire protection district.**

**JAMES SORENSEN
REPRESENTING PLANNING DIRECTOR
AS DESIGNATED ADVISORY AGENCY**

APPLICATION INTAKE/SUMMARY

Application: C 8108

Date Rcvd: 11/08/02 **Fee Rcvd:** 375.00 **RecBy:** MT

AP1: 085A-6000-002-03

AP2: - - -

AP3: - - -

AP4: - - -

Location: Oak Terrace

Located: E Side 2/10m E of Fairview Ave.

Hayward 94541

District: FV **Census Tract:** 9999.99

Request: Modification of Zoning Unit ^{WITH} ~~THE~~ ^{RELOCATION OF THE}
ACCESS ROAD AND MODIFICATION OF THE LOTTING PATTERN

Zoning: P-D

Descript.: Planned Development (1923rd Zoning Unit)

R-O-W: 0 **FWL:** **SBL:** **Site area:** 2,568,297 (ft) 58.96 (ac)

Concapp1: MZU-1923 **Concapp2:** MTR-6869 **History1:** ZU-1923 **History2:** OTHER HI

APPLICANT: Charles Leider@ Oak Terrace Dvlpment

Address: 967 Salinas Rd

City: Royal Oaks, CA 95076

Phone: (831) 724-3851

OWNER: Charles Leider@ Oak Terrace Dvlpment

Address: 967 Salinas Rd

City: Royal Oaks, CA 95076

Phone: (831) 724-3851

LESSEE:

Address:

City:

Phone: () -

CONTACT: Bob Bowker

Address: 967 Salinas Rd

City: Royal Oaks, CA 95076

Phone: (831) 724-3851

ARCH/ENGR:

Address:

City:

Phone: () -

Printed: 11/13/02

Alameda County Planning Department

Standard Application

Application Received

By: _____ Date: _____

Application #: _____

Incomplete applications will not be accepted!!

1. TYPE OF APPLICATION: Check one or more

- ☐ Boundary Adjustment ☐ Subdivision
☐ Conditional Use Permit ☐ Variance
☐ Site Development Review ☐ Rezoning

☒ Other MINOR MODIFICATION
- CONDITIONAL USE PERMIT
- MODIFICATION TO TENTATIVE
MAP

2. BRIEF DESCRIPTION OF APPLICATION:

Describe project in detail. Attach additional sheets as needed.

REVISED TENTATIVE MAP
(TRACT 6869)

3. PROJECT SITE:

85A - 600-2-3

Address

UNINCORPORATED ALAMEDA

City

COUNTY

4. ASSESSOR'S PARCEL NUMBER(S):

85A - 600-2-3

5. LAND OWNER:

Name: OAK TERRACE DEVELOPMENT
PARTNERS

Address 967 SALINAS RD
ROYAL OAKS CA 95076

City _____ State _____ ZipCode _____

Day Phone (831) 724-3851 Evening EXT 2 Cell/Pager _____

Fax #: (831) 724-9399 Email: _____

6. APPLICANT (If different from above):

☒ Same as above

Name: OAK TERRACE DEVELOPMENT
PARTNERS

Address 967 SALINAS RD
ROYAL OAKS CA 95076

City _____ State _____ ZipCode _____

Day Phone (831) 724-3851 Evening EXT 2 Cell/Pager _____

Fax #: (831) 724-9399 Email: _____

7. PRIMARY CONTACT PERSON:

☐ Land Owner ☐ Applicant ☒ Other (fill in information below)

Name: BOB BOWKER

Address 967 SALINAS RD
ROYAL OAKS CA 95076

City _____ State _____ ZipCode _____

Day Phone (831) 724-3851 Evening EXT 2 Cell/Pager (831) 320-7468

Fax #: (831) 724-9399 Email: _____

Alameda County

COMMUNITY DEVELOPMENT AGENCY
PLANNING DEPARTMENT



399 Elmhurst Street, Room 136, Hayward, CA 94544

Ph: (510) 670-5400 Fax: (510) 785-8793

www.co.alameda.ca.us/cda

Form SA.1

Updated August 2002

AFFIDAVIT:

1. I attest under penalty of perjury to the truth and correction of all the facts, exhibits, maps, and attachments presented with and made a part of this application.
2. I authorize staff and review bodies permission to enter upon private or public property to verify and/or obtained information as part of the application review process.
3. I agree to pay all fees and costs needed to process this application.

<u>Charles Leeder Managing Partner</u>	_____
Land Owner Signature	Date
<u>Charles Leeder Managing Partner</u>	_____
Applicant Signature	Date
<u>Robert Bouhu</u>	_____
Contact Person Signature	Date

SPECIAL NOTICE TO ALL APPLICANTS REGARDING PLAN CHANGES

Building and grading permits, final subdivision maps, landscape and other improvement plans shall conform with approved plan exhibits. This rule applies to Castro Valley Municipal Advisory Council plan recommendations and all Board of Supervisors, Planning Commission, Planning Director, and Board of Zoning Adjustments approvals.

Plan changes made before required construction permits are issued, during construction, or prior to final inspection and occupancy will require additional design review by the advisory and approval bodies. Such changes may require four to six weeks of review and processing time. Any unauthorized building, grading, landscape or other site plan changes will require correction at the owner's expense.

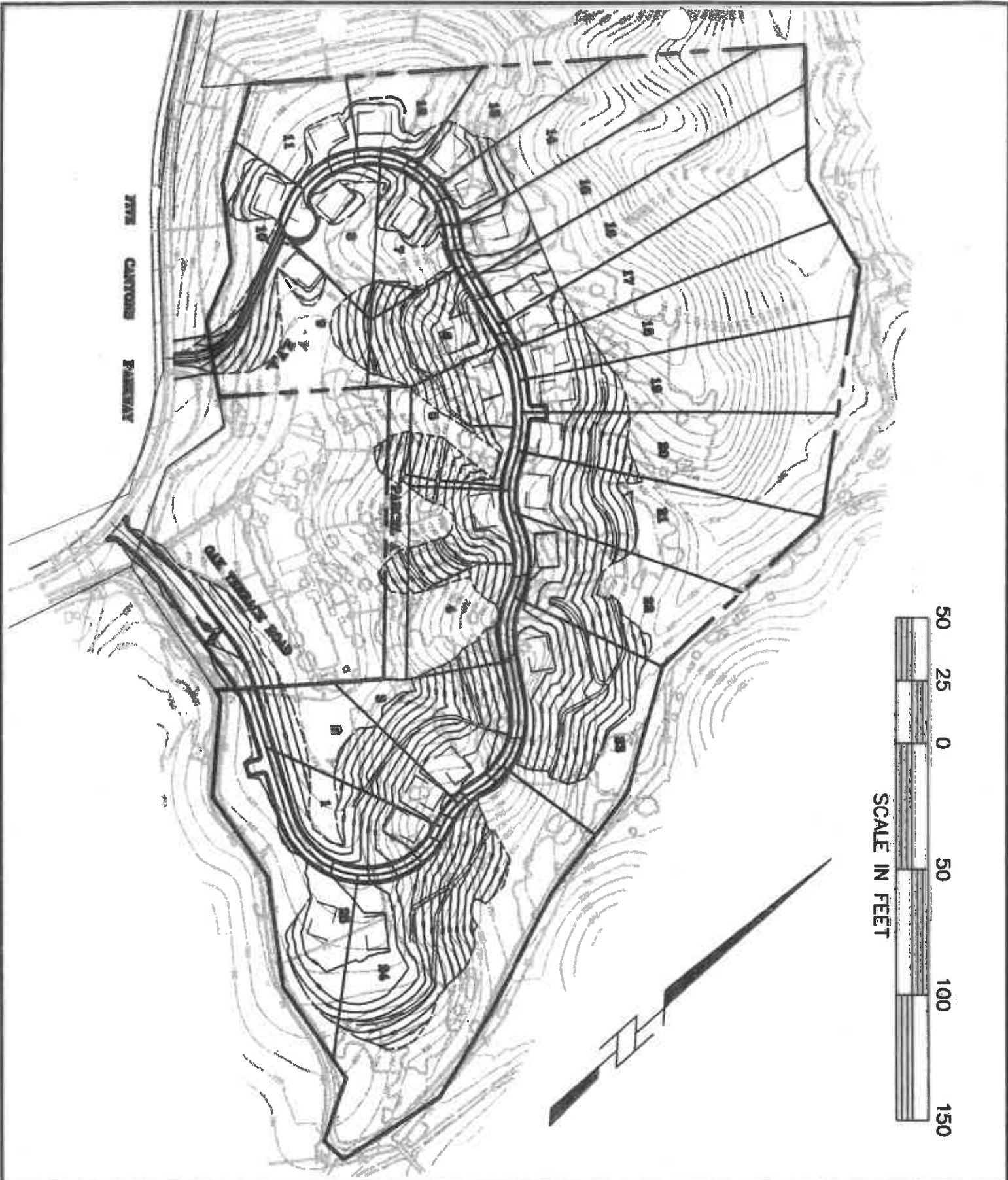
THE APPLICANT IS RESPONSIBLE FOR SUBMITTING AND IDENTIFYING ALL PLAN CHANGES TO THE PLANNING DEPARTMENT.

DIRECTIONS

The Alameda County Planning Department is located in Hayward on the first floor of the Public Works Building at 399 Elmhurst Street between Santa Clara Street and Amador Street.

TRAVELING FROM I-880: Exit Winton Avenue, east.
Right onto Santa Clara Street.
Left onto Elmhurst Street.
Alameda County Public Works Building will be on the left.

PARKING: Limited public parking is available in the parking lot behind the Public Works Building. Additional parking is available in the Alameda County parking garage located across the street from the courthouse on Amador Street.



DRAWN: J.D.P.	<div data-bbox="331 1850 1269 1900" data-label="Text"> UDI-TETRAD CONSULTING ENGINEERS, INC. </div> <div data-bbox="412 1900 1188 1934" data-label="Text"> 2999 OAK ROAD # 300, WALNUT CREEK (925) 952-9324 </div> <div data-bbox="391 1948 1209 2001" data-label="Text"> PHOTO REDUCTION TRANSPARENCY </div> <div data-bbox="672 2007 932 2045" data-label="Text"> OAK TERRACE </div>	<div data-bbox="1386 1850 1468 1927" data-label="Image"> </div> <div data-bbox="1284 1940 1507 1969" data-label="Text"> SCALE: 1" = 300' </div> <div data-bbox="1284 1978 1507 2007" data-label="Text"> DATE: 11/08/02 </div> <div data-bbox="1284 2011 1446 2045" data-label="Text"> JOB NO. 747 </div>
CHECKED: R.L.P.		
SURVEY:		
APPROVED:		



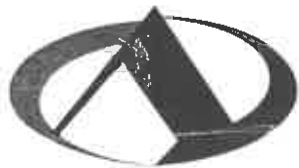
DRAWN:	J.D.P.
CHECKED:	R.L.P.
SURVEY:	
APPROVED:	

UDI-TETRAD CONSULTING ENGINEERS, INC.
2999 OAK ROAD # 300, WALNUT CREEK (925) 952-9324



PHOTO REDUCTION
OAK TERRACE

SCALE: 1" = 300'
DATE: 11/08/02
JOB NO. 747



ALAMEDA COUNTY COMMUNITY DEVELOPMENT AGENCY
PLANNING DEPARTMENT

Adolph Martinelli
Agency Director

James E. Sorensen
Planning Director

399
Elmhurst Street
Room 136

Hayward
California
94544-1307

phone
510.670.5400
fax
510.785.8793

www.
co.alameda.ca.us/cda

December 19, 2002

Charles Leider
Bob Bowker
Oak Terrace Development
967 Salinas Road
Royal Oaks, 95076

Dear Messers Leider & Bowker:

The County Planning Commission, will hold a public hearing on your petitioned Modification and Conditional Use Permit (C-8108) at 1:30 p.m. on Tuesday, January 21, 2002, at 951 Turner Court, Hayward, California. It is requested that you or your representative be present at this hearing.

At the conclusion of public hearings, you or any member of the public will have ten (10) calendar days to appeal the decision to the Board of Supervisors.

Very truly yours,

James Sorensen
Planning Director

Phil Sawrey-Kubicek

Phil Sawrey-Kubicek
Development Planning

JES:PSK:hlj



PETE WILSON
GOVERNOR

State of California

GOVERNOR'S OFFICE OF PLANNING AND RESEARCH

1400 TENTH STREET
SACRAMENTO 95814



LEE GRISSOM
DIRECTOR

December 22, 1995

KATERI HARRISON
ALAMEDA COUNTY
399 ELMHURST STREET, ROOM 136
HAYWARD, CA 94544

Subject: OAK TERRACE (1923RD ZONING UNIT/VESTING T.T. MAP 6371)
SCH #: 91013020

Dear KATERI HARRISON:

The State Clearinghouse submitted the above named environmental document to selected state agencies for review. The review period is closed and none of the state agencies have comments. This letter acknowledges that you have complied with the State Clearinghouse review requirements for draft environmental documents, pursuant to the California Environmental Quality Act.

Please call at (916) 445-0613 if you have any questions regarding the environmental review process. When contacting the Clearinghouse in this matter, please use the eight-digit State Clearinghouse number so that we may respond promptly.

Sincerely,

ANTERO A. RIVASPLATA
Chief, State Clearinghouse

SCH # 91013020

Table 1

PROJECT DATA

NOC

PROJECT NAME: Oak Terrace General Plan Amendment and 1923rd Zoning Unit

PROJECT LOCATION: South of I-580 and northeast of Fairview Avenue in the Fairview Area of unincorporated Alameda County

ADDRESS: 25900 Fairview Avenue

ASSESSORS PARCEL #: 85A-6000-2-3 & 85A-6000-2-4

EXISTING LAND USE: Partially developed (llama farm including one single family residence) and undeveloped agriculture/open space land

PROPOSED LAND USE: Residential development of 31 single-family detached homes with a one acre minimum lot size (proposed gross density of 1.9 d.u./ac.)

SIZE OF SITE: 58.96 acres

GENERAL PLAN: Existing Proposed
DESIGNATION Agricultural/ Rural Residential
Open Space

ZONING: Existing Proposed
Agricultural Planned Development

PROPERTY OWNERS: Charles Leider
Donald G. and Patricia R. Keller

APPLICANT: Oak Terrace Development Partners

ENGINEER: Bissell & Karn Inc.

BUILDERS: Diodati Construction Inc.

State Clearinghouse Contact: Mr. Chris Belsky
(916) 445-0613

Project Sent to the following State Agencies

State Review Began: 11-8-95

Dept. Review to Agency 12-15

Agency Rev to SCH 12-20

SCH COMPLIANCE 12-22

Please note SCH Number on all Comments

91013020

Please forward late comments directly to the Lead Agency

AQMD/APCD 2 (Resources: 11/11)

<input checked="" type="checkbox"/> Resources	State/Consumer Svcs
Boating	General Services
Coastal Comm	Cal/EPA
Coastal Consv	ARB
Colorado Rvr Bd	<input checked="" type="checkbox"/> CA Waste Mgmt Bd
<input checked="" type="checkbox"/> Conservation	SWRCB: Grants
<input checked="" type="checkbox"/> Fish & Game # 3	SWRCB: Delta
Delta Protection	
<input checked="" type="checkbox"/> Forestry	SWRCB: Wtr Quality
Parks & Rec/OHP	SWRCB: Wtr Rights
Reclamation	<input checked="" type="checkbox"/> Reg. WQCB # 2
<input checked="" type="checkbox"/> BCDC	DTSC/CTC
DWR	
OES	Yth/Adlt Corrections
Bus Transp Hous	Corrections
Aeronautics	Independent Comm
CHP	Energy Comm
<input checked="" type="checkbox"/> Caltrans # 4	<input checked="" type="checkbox"/> NAHC
Trans Planning	PUC
Housing & Devel	Santa Mn Mtns
Health & Welfare	<input checked="" type="checkbox"/> State Lands Comm
Drinking H2O	Tahoe Rgl Plan
Medical Waste	Other:

**THE COUNTY PLANNING COMMISSION OF ALAMEDA COUNTY
HAYWARD, CALIFORNIA**

VESTING TENTATIVE MAP, TRACT 6869 - ADOPTED ON MAY 3, 2004

RESOLUTION NO. 04-16

WHEREAS Oak Terrace Development Partners have filed with the Alameda County Planning Department, Vesting Tentative Map, Tract 6869, to divide into 25 single family lots one site containing approximately 55.74 acres in a PD (Planned Development - 1923rd Zoning Unit) District, located at 25900 Fairview Avenue, south of I-580 and northeast of Fairview Avenue adjacent to and southeast of Five Canyons residential development in the Fairview Area of unincorporated Alameda County; bearing County Assessor's Parcel Number 85A-6000-2-3; and

WHEREAS the Planning Commission is designated by the Alameda County Subdivision Ordinance as the Advisory Agency for taking action on maps of this type; and

WHEREAS this tract map has been reviewed in accordance with the provisions of the California Environmental Quality Act and the Environmental Impact Report certified for the 1923rd Zoning Unit will serve as the environmental review for this stage of project approval; and

WHEREAS prior to taking action in this Resolution, the Advisory Agency reviewed and considered the EIR and hereby finds as follows;

1. The Project will have no new significant environmental impacts that were not considered in the EIR and that no further environmental review is necessary for this approval;
2. The EIR constitutes adequate and complete environmental documentation for the Map under CEQA; and

WHEREAS under conditions to be made as part of the map, it is determined that:

1. The proposed map and the proposed design and improvements are consistent with applicable general and specific plans in that the area is planned and zoned for the proposed use.
2. The map is consistent with the applicable zoning, pursuant to the 1923rd Zoning Unit.
3. The site is physically suitable for the proposed development in that there are no major limitations to conforming development.

ADDENDUM
to the
DRAFT ENVIRONMENTAL IMPACT REPORT
& to the SUPPLEMENT TO THE DRAFT EIR
For Modification of the 1923rd Zoning Unit and Conditional Use Permit 8108
February 10, 2003

I. INTRODUCTION AND SUMMARY

Background. Two previous project applications were submitted on the project site and were subject to environmental review prior to receipt of the current application. Following is a summary of project applications and their environmental review, as well as a comparison of the current project to the previous projects proposed on the same site:

A. Oak Terrace General Plan Amendment and 1923rd Zoning Unit Draft EIR, (January 1992, SCH 91013020, hereinafter referred to as *Oak Terrace Draft EIR*), (available in Alameda County Planning Department files). An application for the Oak Terrace project was originally submitted to Alameda County by Oak Terrace Development Partners in December 1990. At that time, the project was a 58.96-acre site and included two parcels (Assessors' Parcel Numbers 85A-600-2-3 and 85A-600-2-4). To fulfill California Environmental Quality Act (CEQA) requirements for environmental review, Alameda County, as Lead Agency, prepared and circulated a Draft Environmental Impact Report (*Oak Terrace General Plan Amendment and 1923rd Zoning Unit Draft EIR*, January 1992, SCH 91013020, hereinafter referred to as *Oak Terrace Draft EIR*, which is attached). Due to protracted negotiations for access to the site, the processing of the application was temporarily suspended. Thus, the EIR was not certified and the project was not approved.

The site was also analyzed in a more general manner as being within "Expanded Area 2", an area discussed in the *Rancho Palomares EIR Addendum* (March 1988). This designation recognized the potential for developing 100 residential units consisting of lands, including the project site, which are adjacent to Rancho Palomares residential development (now Five Canyons). Expanded Area 2 would obtain site access and utilities through Five Canyons. The 100-residential unit figure was derived by applying the same gross density of the Five Canyons project onto the approximately 200-acre expanded area. No analysis of the area's physical characteristics was made in the *Rancho Palomares EIR Addendum*.

B. Supplement to the Draft Environmental Impact Report. In April 1995, Alameda County received a revised application to reactivate the original application. The revised application was very similar to the original project proposed in the Oak Terrace Draft EIR, with the following

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**Supplement to the Draft Environmental Impact Report
Oak Terrace, 1923rd Zoning Unit/Tentative Map, Tract 6371
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changes:

- The number of units was reduced from 31 to 25, with slight reconfigurations of remaining lots, open space and the internal access route.
- One parcel, Assessors' Parcel Number 85A-600-2-3 (Keller property) was omitted from the site. The parcel, located on a visually prominent knoll near the project entrance, included five lots, and portions of other lots and the access road.
- The area of the project site was reduced from 58.96 to 56.9 acres.

C. Previous Environmental Analysis: Draft Environmental Impact Report (Draft EIR) and Purpose of the Previous Supplement to the Draft EIR (hereinafter referred to as the "Supplement"). The *Draft EIR* that was circulated in January 1992 analyzed the project as it was originally proposed. The applicant submitted the revised application after the *Draft EIR* was circulated. CEQA Guidelines, §15163.2, require a Supplement to the EIR be prepared to analyze minor additions or changes to the previous EIR as a result of changes to the project and to describe changes to the project that might result in new significant impacts or mitigation measures. The *Supplement* was circulated with the original *Draft EIR* in 1995.

Although the conclusion of the *Supplement* indicated that no new mitigation measures should be imposed to address project impacts, staff recommended the imposition of several new conditions of approval to ensure that the project as amended complies with applicable County ordinances and regulations. Those conditions were not mitigation measures per se because they did not relate to significant environmental impacts; however, they were briefly described in the *Supplement to the EIR* as a convenience in considering the proposed modifications to the project.

D. Purpose of this Addendum to the Supplemental & Draft EIR (hereinafter referred to as the *Addendum*). CEQA Guidelines, §15163.2, require a Supplement to the EIR in one of three circumstances:

Subsequent changes are proposed in the project which will require important revisions of the previous EIR due to the involvement of new significant environmental impacts not considered in a previous EIR on the project;

Substantial changes occur with respect to the circumstances under which the project is undertaken which will require important a revision in the previous EIR due to the involvement of new significant environmental impacts not occur in the previous EIR; or

New information of substantial importance to the project becomes available, and that information may have one or more significant effects not discussed previously in the EIR.

A supplemental EIR is not appropriate for the minor revisions in the proposed project because, as is discussed below, they do not create new significant impacts, nor new circumstances that would create new significant environmental impacts. The purpose of this *Addendum* is to describe and analyze the revised project and any changes to the project or circumstances that might result in new significant impacts or mitigation measures than those that were previously analyzed. No new mitigation need to be imposed to address project impacts. Nevertheless, staff may recommend the imposition of several new conditions of approval to ensure that the project as amended complies with applicable County ordinances and regulations. These conditions are not mitigation measures because they do not relate to significant environmental impacts; however, they are briefly described in this *Addendum* as a convenience in considering the proposed modifications to the project.

II. REVISED PROJECT DESCRIPTION

Oak Terrace Development Partners submitted a revised application to allow the development of a 56+ acre parcel with 25 homes on one-acre minimum lots, with an average lot size of 2.03 acres. The lots range from 103 to 319 feet in width. (Refer to Figure S-1.) The project site is in the Fairview area of unincorporated Alameda County and bears Assessors' Parcel Number 85A-600-2-3. The main differences between the current project and the project previously analyzed in the *Supplement to the Draft EIR* follow and are discussed in further detail below:

- The current project relocates the entrance road from the perimeter of the property to a more central location on the site. The new road location is further away from the creek than either of the two previously proposed projects. This revised circulation pattern results in a reconfigured lot pattern in which all the lots are accessible from this road.
- At the request of East Bay Regional Park District (Park District), the 20-acres of open space formerly to be dedicated to the Park District has been removed. This property is now part of several private back yards. (In a recent letter responding to this application, the Park District has requested that these back yards be placed in conservation easements with a fire management buffer. See discussion below.)

This project requires the following approvals:

Modification of the 1923rd Zoning Unit (PD (Planned Development) District allowing development of 25 custom single family lots with a minimum parcel size of one acre and 20 acres to be used as open space and a creek/riparian preserve) to allow modifications to lot layout and road design and location, and to remove 20 acre dedication of open space to the East Bay Regional Park District behind lots 14-24, in accordance with The Park District's withdrawn request for land dedication.

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Oak Terrace, Modification to 1923rd Zoning Unit, Conditional Use Permit, C-8108
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Conditional Use Permit, C-8108, to implement the minor zoning modification.

Site Plan: The 25 lots in the revised project are arranged in a different pattern than the original application. The lots are all accessible from a private entrance road in the center of the property, rather than at its perimeter. The 20 acres of open space at the southern end of the property has been removed in accordance with a revised request from East Bay Regional Park District. (For an illustration of the former site plan, refer to Figure S-2.)

Open Space: The 20 acres of open space and creek-riparian preserve in the original project would be removed. East Bay Regional Park District submitted a response to this application requesting trail access via the beginning portion of the entrance road to Lot 25, and through it to reach their trail. They also requested an emergency and maintenance vehicle access easement through a portion of the new private access road (which was previously proposed as a public road) to their trail (Linda Chavez, EBRPD, November 29, 2003).

Grading: Grading would be focused toward the north/south ridge and along the knoll at the northern property boundary.

Access/Circulation: Access to the site would be provided via Five Canyons Parkway, in the Five Canyons residential development. Five Canyons Parkway will connect Fairview Avenue to the south with East Castro Valley Boulevard (via Old Dublin Road) to the north.

Within the proposed development, access would be provided by a 3,000 foot long, private roadway ending in a cul de sac at Lots 8, 9, 10 and 11, and connecting back to Five Canyons Parkway via an Emergency Vehicle Access Road. The road would curve through the approximate center of the site, providing access to lots on either side of it. At the entrance, road widths would be within a 60 foot right of way, which would allow room for two 25-foot wide travel lanes and allowing parking on one side of the road. The road would then, at Lot 2, narrow down to a 38-foot right of way, including two 12.5 foot wide lanes with parking available on one side of the street. The Emergency Vehicle Access beyond the cul-de-sac at Lots 8, 9, 10 and 11 would be 20-feet wide, including two eight-foot lanes, providing a second point of access for emergency purposes. There would also be fire department turnarounds at lots 1 and 19.

This access varies from the previous project, in which the road was a wider, public road at the perimeter of the property, where it was closer to the creek and riparian area.

III. SIGNIFICANT IMPACTS THAT COULD BE MITIGATED TO A LEVEL OF INSIGNIFICANCE

For this *Addendum*, review of the revised project has focused on whether the changes proposed

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Oak Terrace, Modification to 1923rd Zoning Unit, Conditional Use Permit ,C-8108
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in the project require revisions to the original *Draft EIR* or *Supplement* due to the involvement

**FIGURE S-1
REVISED SITE PLAN
OAK TERRACE
Modification of the 1923rd ZONING UNIT and
Conditional Use Permit, C-8108**

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Oak Terrace, Modification to 1923rd Zoning Unit, Conditional Use Permit ,C-8108
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**Figure S-2
Previous Proposed Project**

of new significant environmental impacts, whether substantial changes have occurred with respect to the circumstances under which the project is being undertaken, and whether previously unavailable and important new information within the meaning of CEQA Guidelines Section 15162 has become available.

The discussion immediately following is for those impacts resulting from the revised project that were either found to be less-than-significant, or that were found to be significant but could be substantially mitigated by changes to the project. Each section has the objective of explaining why the proposed project changes would not result in additional significant impacts, or exacerbate existing impacts to the point where additional mitigation measures become necessary.

Whereas, the original project resulted in 18 significant impacts, all of which were less than significant with mitigation measures, the revised project and any changes in circumstances surrounding the project would not result in any new significant impacts. Although the revised project would not result in any new significant impacts, it could result in changes to visual quality; public services, specifically water, sewer and schools; geology, hydrology and storm drainage, all of which are discussed below.

A. VISUAL QUALITY

The *Draft EIR* and *Supplement* analyzed the project's potential impacts to visual quality, and found two significant impacts that could occur as a result of developing the site. These impacts are: 1) altering the view from portions of Fairview Avenue, a County designated Scenic Route, to the site from a natural hillside to a low density residential development, and 2) introducing light and glare from evening street lights in the project that would be visible to homes on Fairview Avenue and future Five Canyons residential development.

Mitigation measures recommended in the *Draft EIR* and incorporated in the project would reduce all visual quality impacts to less than significant levels. These measures include requiring a County Site Development Review prior to obtaining a building permit for each home. Through site review, building and site plans would be reviewed to minimize visibility and reflectivity from Fairview Avenue. Additional mitigation measures include requiring rapid replanting of disturbed slopes and planting of vegetative screening along the development edges; preserving mature oak trees; implementing a comprehensive fencing plan approved by the County, and shielding and aiming lights to minimize glare outside of the project site. Furthermore, the project has been designed to incorporate a minimal grading approach, to the extent feasible, to reduce its visual impacts. All of these mitigation measures would continue to be in effect as conditions of project approval for the zoning modification.

Changes to the project would result in no additional impacts to visual quality than those analyzed in

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Oak Terrace, Modification to 1923rd Zoning Unit, Conditional Use Permit ,C-8108

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the original Draft EIR. As in the previous revised project that was the subject of the *Supplement to the Draft EIR*, with 25 instead of the original proposed 31 dwelling units, five lots and portions of two other lots were removed from the very visible knoll located on the Keller property. Impacts to visual quality in this area would be eliminated due to the removal of the lots and the entrance and access road in this area.

Grading for the remainder of the access roads and lighting of streets would be similar to that proposed in the original project. These visual impacts were mitigated to less than significant levels in the Draft EIR.

There have been no other alterations in the project or in the circumstances surrounding the *Draft EIR* or *Supplement* for the project that indicate there will be new or substantially more severe significant impacts on visual quality than discussed in the *Draft EIR* or *Supplement to the Draft EIR*, or that new mitigation measures or alternatives would substantially reduce this potential impact. Furthermore, no previously unavailable and important new information within the meaning of Section 15162 has become available.

B. PUBLIC SERVICES

1. Water

The *Draft EIR* analyzed the project's potential impacts related to water supply, and found a significant impact as a result of developing the project site, which was the uncertain availability of water services to the site. Measures proposed in the Draft EIR would mitigate this impact to a less than significant level. These measures include requiring the use of drought tolerant plants and drip irrigation in private, landscaped areas and all common open space areas, and requiring evidence be submitted prior to filing a file map that the City of Hayward has agreed to provide water services to the site.

As in the previous revised project reviewed in the *Supplement to the Draft EIR*, changes to the project would result in a reduction in demand for water, with a reduction of six dwelling units from the original proposal. Since the development envelope would not be altered substantially, and there would be six less units, total landscaped area would result in a reduced water demand for landscaping.

Since the Draft EIR was circulated, the City of Hayward has agreed to provide water to the site if the development is approved by the County. No further mitigation measures are required beyond those discussed in the Draft EIR. There have been no other alterations in the project or in the circumstances surrounding the Draft EIR for the project that indicate there will be new or substantially more severe significant impacts on water supply than predicted in the Draft EIR, or

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Oak Terrace, Modification to 1923rd Zoning Unit, Conditional Use Permit, C-8108
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that new mitigation measures or alternatives would substantially reduce this potential impact. Furthermore, no previously unavailable and important new information within the meaning of Section 15162 has become available.

2. Sewer Service

The *Draft EIR* analyzed the project's potential impacts related to sewer service, and found one significant impact that would result from developing the project site. This was the lack of sewer service to the area. No sewer lines extend into the site and the site is currently outside of the Oro Loma Sanitary District (OLSD). The *Draft EIR* would mitigate this impact to a less than significant level by requiring evidence from OLSD that they would provide sewer services to the site.

Changes to the project would result in the same demand for sewer services as the project proposed in the *Supplement to the Draft EIR*. The applicant has submitted an application to annex the site into the Oro Loma Sanitary District; the District is reviewing the application. The project would require constructing sewer lines and a lift station to connect to the Five Canyons sewer lines and lift stations. Five Canyons residential development adjacent to the project site, is already annexed to OLSD and sewer lines are constructed there. No additional mitigation measures are needed with the revised project, however, for clarity, the County could require, as a condition of project approval, that, prior to filing a Final Map, the Oro Loma Sanitary District must accept responsibility to maintain the public improvements on the project site, including the lift station.

There have been no other alterations in the project or in the circumstances surrounding the project since the *Draft EIR* was circulated in January 1992 or the *Supplement* in 1995 that indicate there will be new or substantially more severe significant impacts on sewer services than predicted in the *Draft EIR*, or that new mitigation measures or alternatives would substantially reduce these potential impacts. Furthermore, no previously unavailable and important new information within the meaning of Section 15162 has become available.

3. Schools

The *Draft EIR* analyzed the project's potential impacts on schools assuming 31 homes on the project site and identified a cumulative significant impact in the lack of capacity for the Castro Valley Unified School District (Castro Valley USD) to accommodate the elementary students generated by the project combined with other cumulative developments in the area. However, the current application, as well as the previous application, (which was the subject of the *Supplement to the Draft EIR*), both have six less homes than the project analyzed in the *Draft EIR*. Therefore, the project would have less schoolchildren than the analysis in the *Draft EIR*. Therefore, its cumulative impact, which was mitigated to a less than significant level in the *Draft EIR*, would remain effectively the same. The *Draft EIR* included a mitigation measure requiring the developer to pay the Castro Valley Unified School District a developer impact fee and to participate in funding the construction of new schools if the school district should form a community facilities district.

Since the *Draft EIR* was circulated, the Castro Valley Unified School District informed the County that the middle and high schools that will serve the project were at capacity, thus, additional school facilities would be needed to accommodate the students generated from this and other projects in the area. Castro Valley USD also stated that the developer impact fee alone would not sufficiently cover these costs and recommended that approval of this development be conditioned to provide a financial plan to meet the funding needs of the Castro Valley USD sufficient to provide adequate school facilities to the future residents of this and other neighboring projects. This plan may include the participation in a community facilities district, should it be formed, to fund construction of new schools. This mitigation measure has already been included in the *Draft EIR* and may be further clarified in a condition of project approval to include funding options other than a community facilities district. Furthermore, the Castro Valley USD School Board increased school fees for any development requiring a General Plan Amendment or zoning reclassification. This new fee would be applicable to the project and would help cover the costs of school facilities needed in association with the project.

There have been no other alterations in the project or in the circumstances surrounding the project since the *Draft EIR* was circulated in January 1992 or the *Supplement* in 1995 that indicate there will be new or substantially more severe significant impacts on school services than predicted in the *Draft EIR*, or that new mitigation measures or alternatives would substantially reduce these potential impacts. Furthermore, no previously unavailable and important new information within the meaning of Section 15162 has become available.

C. GEOLOGY

The *Draft EIR* originally analyzed the project's potential impacts to geology, and found a significant impact. Development of the site would result in considerable quantities of cut and fill on the site.

Mitigation measures recommended in the Draft EIR and incorporated into the project would reduce all geological impacts to less than significant levels. These measures include requiring no hauling material off the site to Fairview Avenue; balancing grading on each lot or within several lots graded simultaneously; minimizing grading for building sites; submitting revised grading plans to the County for approval, and implementing recommendations of a 1990 engineering report on the site. Furthermore, the project has been designed to incorporate a minimal grading approach, designing with the contours of the land, to the extent feasible.

Changes to the project would result in no additional geological impacts. As in the revised application reviewed in the *Supplement to the Draft EIR*, the six fewer lots in the current application would result in an overall reduction in grading of the site. However, Lots in the southern portion of the property would be graded in steep areas that were originally proposed as open space. However, most of the grading would be focused near the access road. Mitigation measures, such as limiting grading for building sites, have been incorporated into the project as recommended in the *Draft EIR* to reduce impacts to less than significant levels. Additional measures that would further the same purpose would be to minimize grading in the area that includes Lots 24, 25, 12 and 13 by redesigning the lotting pattern to minimize or avoid grading in this area, requiring deed restrictions or conservation easements limiting the amount of grading on each of those lots, or removing the lots from the project. These same measures hold true for Lot 6, which is located where lots 24 and 25 formally were located and for Lots 19, 20 and 21, which are the locations of former Lots 12 and 13.

There have been no other alterations in the project or in the circumstances surrounding the *Draft EIR* for the project that indicate there will be new or substantially more severe significant impacts on geology than predicted in the Draft EIR, or that new mitigation measures or alternatives would substantially reduce this potential impact. Furthermore, no previously unavailable and important new information within the meaning of Section 15162 has become available.

D. HYDROLOGY AND STORM DRAINAGE

The *Draft EIR* originally analyzed the project's potential impacts to hydrology and storm drainage, and found two significant impacts, regarding erosion and gullying, which would result from developing the site. It also analyzed potential impacts of wells and septic tanks on the Keller site, which would have been required to be removed. The Keller site, however, is no longer part of the project.

Mitigation measures recommended in the *Draft EIR* and incorporated into the project would reduce all impacts to hydrology and storm drainage to less than significant levels. These measures include requiring a hydraulic study and design of a storm drainage system to ensure that no increase in

flows to downstream watercourses occurs above natural levels; submitting revised grading and drainage plans showing minimal grading; monitoring of grading, employing erosion control measures, and paying a share of the cost of desilting the Don Castro Reservoir in direct proportion to the site's share of sediment contributed to it.

The relocation of the access road further away from the creek and reconfiguration of lots and building envelopes closer to the access road would move grading limits further away from the creek, thus reducing grading and sedimentation impacts into the creek. Changes to the project would result in no additional impacts to hydrology and storm drainage. Grading correlated with the southern portion of the site would result in increases in runoff, erosion and sedimentation to the unnamed creek to the east of the site, which drains to Don Castro Reservoir. Mitigation measures, discussed above, have been incorporated into the project as recommended in the Draft EIR to reduce impacts to less than significant levels. Additional measures that would further the same purpose would be to require Site Development Review to ensure that minimal grading occurs in the area that includes the southern portion of the site. This may be ensured by redesigning the lotting pattern to minimize or avoid grading in this area, requiring deed restrictions limiting the amount of grading on each of those lots, or removing the lots from the project.

There have been no other alterations in the project or in the circumstances surrounding the Draft EIR for the project that indicate there will be new or substantially more severe significant impacts on geology than predicted in the Draft EIR, or that new mitigation measures or alternatives would substantially reduce this potential impact. Furthermore, no previously unavailable and important new information within the meaning of Section 15162 has become available.

IV. PROJECT IMPACTS-SIGNIFICANT IMPACTS THAT WOULD BE UNAVOIDABLE

The Draft EIR did not identify any impacts associated with the original project that would be significant but could not be mitigated to a less than significant level. That is, none of the impacts associated with the original project were found to be unavoidable. The proposed modifications to the project, as analyzed above, would not result in any new or exacerbated significant environmental impacts, including any new unavoidable impacts.

V. CONSISTENCY WITH PLAN POLICIES

The *Draft EIR* assessed the project's consistency with several applicable plans for the area in Alameda County and identified two significant impacts concerning consistency with policy. These were the East Bay Regional Park District's (EBRPD) 1980 *Master Plan's* policy calling for a trail within the project area and the Local Agency Formation Commission's (LAFCo) policies encouraging development within existing urbanized areas with urban infrastructure (sewers, water,

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Oak Terrace, Modification to 1923rd Zoning Unit, Conditional Use Permit, C-8108
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roads, transit, fire and police protection) in place before such services and utilities are extended outside of the boundaries of existing urbanized areas. These impacts were mitigated to less than significant levels by requiring dedication of a hiking trail easement to EBRPD (the location of this easement will be changed per the EBRPD request with this application); construction of gates at entrances to the project's open space areas to prevent unauthorized access into those areas by motorized vehicles; modification of existing sphere of influence boundaries to include the Oak Terrace site, and annexation of the area to the sewer and water districts. The EBRPD has rescinded their request for the dedication of 20 acres of open space in the southern portion of the site and has instead requested a small access easement towards the entrance to the site, to Lot 25. They also requested conservation easements and fire buffer area at the rear of the lots 14-19 where the open space was previously proposed, as well as emergency and maintenance vehicle access to their trail, which is off the site, and continuation of inclusion of the property in the Five Canyons Zone of Benefit Assessment District. These requests replace the previous easement requirement. They do not address new significant environmental impacts, and should be added as a Provisions of Reclassification of the Zoning Modification.

Since the Draft EIR was circulated, the City of Hayward adopted the *Growth Management Element* to the *General Plan* that recommends that the site be included within the City's Urban Limit Line. The City of Hayward has agreed to provide water services, should the site be developed, and the Oro Loma Sanitary District is reviewing an application to extend sewer lines into the project site.

The changes proposed to the project, including reconfiguration of the lots, access road, trail easement and removal of the open space area, would not alter the basic relationship of the project to existing policies of any of the plans that apply to the site. Apart from the changes proposed, there have been no other proposed alterations in the project or in the circumstances surrounding project approval, including currently applicable plans, to indicate that there will be new or substantially more severe impacts on plan policy consistency than predicted in the Draft EIR, or that new mitigation measures or alternatives would substantially reduce these impacts further.

VI. ISSUES NOT ADDRESSED IN THE DRAFT EIR

This *Addendum to the Draft EIR* has not identified any new issues that were not addressed in the *Draft EIR*. Therefore, no additional information is required concerning new issues.

VII. CONCLUSION OF THIS ADDENDUM TO THE DRAFT EIR

This *Addendum to the Draft EIR* has discussed the minor changes to the project as originally analyzed in the Draft EIR to make the previous Draft EIR adequate. There have been no changes in the project or circumstances or previously unavailable new information that indicate that the project will have new or substantially more severe significant impacts than predicted in the Draft EIR and no new mitigation measures or alternatives would substantially lessen the project's significant impacts. This should not be taken to imply that additional Conditions of Approval or Provisions of Reclassification for this project should not be considered for items of concern that may be raised by the community, planning staff, the Planning Commission or the Board of Supervisors.

AGENDA REPORT

March 11, 2021

Item No. 8

TO: Alameda Commissioners**FROM:** Rachel Jones, Executive Officer**SUBJECT:** Lamphier-Gregory | Contract for Planning Services and Special Studies

The Alameda Local Agency Formation Commission (LAFCO) will consider entering into three new contracts for planning services and special studies with planning consultant, Lamphier-Gregory and in partnership with the planning firm Economic Planning Systems (EPS), at a not-to-exceed cost of \$103,000 over a three-year period. Alameda LAFCO obtains planning services on an as-needed basis to provide the maximum amount of flexibility to conduct its day-to-day operations, including special projects or studies to fulfill its growth management duties within the region. Staff recommends approval.

Background**Planning Services**

Alameda LAFCO has contracted planning services with Lamphier-Gregory since July 1, 2014. The Commission approved a 24-month contract with three additional one-year period extensions with the firm to provide professional planning services. Lamphier-Gregory has performed complex and specialized planning work in conjunction with a range of projects and programs, including but not limited to reviewing applications, proposals and various environmental reports; assisting with updates to spheres of influence and conducting corresponding municipal service reviews as needed; attending LAFCO meetings and various meetings with applicants; and providing professional planning support as needed. The cost of planning services of the proposed three-year period totals \$25,000.

Special Studies

In response to Alameda LAFCO's amendment to its study schedule at its last regular meeting held on January 14, 2021 to include two special studies – Impacts of Measure D and Review of the South Livermore Valley Area Plan – Lamphier-Gregory has been selected to conduct these two special studies as part of its planning services. The studies appropriately account for the existing commitments established by Alameda LAFCO as part of the current fiscal year with respect to a look and examination of LAFCO's agricultural policies. Lamphier-Gregory in partnership with EPS on one of the studies has provided a budget and scope of work for Commission consideration (Attachment 1 and 2).

Administrative Office

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David Haubert, Regular
County of Alameda

Nate Miley, Regular
County of Alameda

Wilma Chan, Alternate
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City of Livermore

Karla Brown, Regular
City of Pleasanton

Melissa Hernandez, Alt.
City of Dublin

Ralph Johnson, Regular
Castro Valley Sanitary District

Ayn Wieskamp, Regular
East Bay Regional Park District

Geogean Vonheeder-Leopold, Alternate
Dublin San Ramon Services District

Sblend Sblendorio, Regular
Public Member

Vacant Seat, Alternate
Public Member

A Focused Review of Measure D

Lamphier-Gregory in conjunction with EPS will examine the economic and open space needs of the area and how Measure D has supported or constrained the delivery of efficient and effective services. The firms envision a two-phased approach in which Phase II is informed by the prior Phase I, and only initiated at the interest of Alameda LAFCO. Phase I will frame an understanding of current context and pose the following questions.

- Has Measure D been successful in supporting LAFCO's mission to ensure efficient municipal services and conserve the environment and public resources such as prime agricultural and open space land?
- Are the provisions of Measure D consistent with Alameda LAFCO's policies that support the viability of agriculture and open space?
- Are Measure D regulations pertaining to agricultural use more or less restrictive as compared to comparable regulations of other Bay Area counties? Do Measure D regulations disadvantage Alameda County's agricultural businesses to a greater degree than the agricultural rules and regulation of other locations?

Phase II would provide a more rigorous economic analysis to be fully scoped at Alameda LAFCO's request and in response to the questions that may arise from Phase I. It would examine how potential changes to Measure D may or may not support open space and agricultural lands.

The proposed budget of the Phase I work program is at a not-to-exceed cost of \$48,000. Lamphier-Gregory and EPS expect a final report documenting their findings and conclusions to be complete within 10 weeks and presented at Alameda LAFCO's July 8th regular meeting.

The Review of South Livermore Valley Area Plan

Lamphier-Gregory, on behalf of Alameda LAFCO will initiate a special study to review the South Livermore Valley Area Plan (SLVAP) from the perspective of LAFCO's own mission to ensure the delivery of efficient municipal services and highlight any changes of importance to LAFCO's interests that have occurred in the South Livermore Valley since approval, such as the following:

- The status of vineyard acreage and number of wineries in South Livermore as of year 2020, compared to year 1993
- Acres of permanent open space and agricultural lands preserved in conservation easements and/or land trusts in South Livermore in 2020, as compared to year 1993
- Acres of annexations into the City of Livermore as of 2020, as compared to year 1993

- Acres of land in South Livermore with municipal service agreements for sewer and other services in 2020, compared to year 1993
- Requests of LAFCO to consider changes in Spheres of influence changes, or municipal service boundary adjustments, based on increased demand since 1993

Lamphier-Gregory anticipates that these LAFCO perspectives on the relative success of the South Livermore Valley Area Plan will also serve to highlight current and emerging issues, specifically related to potential extension of municipal services – especially wastewater service, agricultural land preservation and other potential jurisdictional annexations.

The proposed budget of the SLVAP study is at a not-to-exceed cost of \$30,000. Lamphier-Gregory expects a final report documenting their findings and conclusions to be complete within 10-12 weeks and presented at Alameda LAFCO's July 8th regular meeting.

Discussion

On June 30, 2021, Alameda LAFCO's contract with Lamphier-Gregory will expire. Staff recommends entering into three new contract agreements with Lamphier-Gregory from the period of March 15, 2021 to June 30, 2024 with an option of three one-year extensions at a not-to-exceed amount of \$103,000. The cost of service reflects the Commission's workplan for the upcoming fiscal year. The description of services and rates are listed in Exhibit A and B of Attachment 3, 4, and 5.

Staff would like to continue its relationship with Lamphier Gregory through this contract because of the firm's general approach and experience doing LAFCO work, its extensive familiarity with Alameda County, and its experience with the California Environmental Quality Act (CEQA). A draft contract agreement for planning services is attached (Attachment 3). Staff would also like to enter into a new contract with Lamphier-Gregory in conjunction with EPS as a part of the completion of LAFCO's special study on Measure D. A draft contract of the special study on Measure D is attached (Attachment 4). Lastly, the Commission would enter into a contract with Lamphier-Gregory for the South Livermore Valley Area Plan Study that can be found in Attachment 5.

Financing

Funding to cover the proposed increase is available through savings in services and supplies, and staff salaries and benefits charges. An increase in funds required to support the proposed work can be drawn from the Commission's fund balance; however, it is expected no net increase in the LAFCO budget will occur as a result of these contract agreements.

Alternatives for Action

The following alternatives are available to the Commission:

Alternative One (Recommended):

Approve the contract with Lamphier-Gregory for as-needed-planning services at a not-to-exceed cost of \$25,000 as shown in Attachment 3; approve a new contract with Lamphier-Gregory in partnership with EPS for the special study on Measure D at a not-to-exceed cost of \$48,000 as shown in Attachment 4; approve a new contract with Lamphier-Gregory for the special study on the South Livermore Specific Area Plan at a not-to-exceed cost of \$30,000 as shown in Attachment 5; and authorize the Executive Officer to negotiate additional terms and conditions as needed with the advise of Legal Counsel.

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.

Respectfully,



Rachel Jones
Executive Officer

Attachments:

1. Proposal of the Measure D Study
2. Proposal of the Review of South Livermore Valley Area Plan Study
3. Draft Contract with Lamphier-Gregory for Planning Services
4. Draft Contract with Lamphier-Gregory for Measure D Study
5. Draft Contract with Lamphier-Gregory for SLVAP Study

L A M P H I E R - G R E G O R Y



February 26, 2021

Rachel Jones, Executive Officer
Alameda LAFCo
Via email at: Rachel.Jones@acgov.org

Re: Focused Review of Measure D

Dear Rachel,

Lamphier-Gregory and Economic & Planning Systems are pleased to provide you with this joint proposal for conducting a special study to review how Measure D has affected agricultural and open space lands and its surrounding communities, as directed by your Board at its January 2021 meeting. We have appreciated the conversation and suggested guidance that you have provided to us as we have prepared our attached proposal, and hope we have hit the mark in understanding both why and how Alameda LAFCo would like to conduct this study.

The attached summarizes our understanding of assignment and a perspective on the issues to be addressed, as well as our proposed approach scope, budget and schedule. Also attached are brief qualifications materials of both Lamphier-Gregory and EPS, as well as resumes of key people who would be involved in this work.

If you would like to clarify or discuss any of the details of our proposal, please contact me directly at my home office number listed below. Thank you for contacting us about this opportunity, and we look forward to working with you on this very interesting and challenging study.

Respectfully,

Scott Gregory

Scott Gregory, President
LAMPHER-GREGORY

Our Understanding of the Assignment

At its January 2021 meeting, Alameda LAFCo considered amendments to its upcoming study schedule, and added a special study for the current fiscal year to review how Measure D has impacted agricultural and open space lands and its surrounding communities. This special study is intended to examine the economic and open space needs of the area, and how Measure D has supported or constrained the delivery of efficient and effective services. The Alameda County LAFCo Executive Director has requested that Lamphier-Gregory, having served as staff consultants to Alameda LAFCo for several years, prepare a proposal for preparation of this special study. We have teamed with the economics and finance firm of Economic and Planning Systems (EPS), who also has substantial experience and expertise in LAFCo-related issues, to provide this proposal for preparation of a special study on Measure D. Resumes and qualifications for Lamphier-Gregory and EPS are included at the end of this proposal.

Our Perspective on the Issues

2000 - Measure D

In November of 2000, the voters of Alameda County adopted a ballot initiative known as Measure D, amending the County's General Plan land use element (the East County Area Plan, or ECAP) and other General Plan documents. The primary components of Measure D included increasing restrictions on building intensity, minimum parcel sizes and permitted uses in rural areas of the County; amending the County's Urban Growth Boundary; establishing that all County planning policies and zoning regulations must be consistent with provisions of Measure D; and mandating that any changes to the land use designations, building intensity, and minimum parcel sizes established by Measure D be subject to a vote of the County electorate.

The provisions of Measure D established an Urban Growth Boundary intended to be permanent (only changed by majority vote of the people, or by annexation to a city subject to LAFCo approval), largely eliminated unincorporated County development in East County, but also raised concerns about impacts on the economic viability of agricultural operations.

2013 – LAFCo Special Meeting

In July of 2013, Alameda LAFCo held a Special Meeting on agriculture and open space preservation, with the primary purposes of reviewing Alameda LAFCo's existing agriculture and open space policies, better understanding LAFCo's role in agriculture and open space preservation, and understanding how Alameda County's Measure D Urban Growth Boundary applies to Alameda LAFCo's decisions. As indicated in information presented at that 2013 special meeting,¹ Alameda LAFCo's primary policies pertaining to agriculture and open space include:

¹ IPA Planning Solutions Inc., and Alameda County Community Development Agency, July 2013

- Supporting urbanization in cities, not on prime agricultural land or important open space (Policies 4.3 & 4.4)
- Identifying important agricultural lands and open space included in annexation and Sphere of Influence proposals, and protecting adjacent agricultural lands (Policy 4.9)
- Establishing incentives to support agricultural and open space viability (Policy 4.10)
- Conditioning approvals of annexations and Sphere of Influence changes on the retention of Measure D restrictions, as applicable (Policy 4.11), and
- Including only those territories within existing Spheres of Influence for urbanization needed within 10-15 years (Policy 13.13)

The 2013 presentation concluded that Alameda LAFCo has no direct land use regulatory authority, but as a State-mandated agency that acts on boundary matters as an independent agency (not part of the County), it is empowered to adopt local policies to reflect local conditions, and to seek a balance between competing interests.

Among the potentially competing interests that were identified at that time, were those of the drafters and supporters of the original Measure D language who view Measure D (as written) as critical to the preservation of agricultural and open space lands and who do not believe that any changes to Measure D can be initiated without a countywide vote of the people; and those interests of certain Alameda County agricultural property owners, local wineries and equestrian facility operators that seek remedies to what they see as restrictions that are too prohibitive and that do not support the county's agricultural businesses.

2017-2020 Measure D Stakeholders

In September of 2017, the Alameda County Board of Supervisors directed the County's Community Development Agency to convene a group of stakeholders, consisting of members of the public representing a variety of interests, to discuss issues related to Measure D and to identify potential approaches to address these issues. That stakeholders group met in 2017 and 2018 to discuss two major issue areas: the existing floor-area-ratio (FAR) that limits the amount of development that can occur on agricultural parcels; and land use restrictions on property designated Resource Management. By June of 2019, this stakeholder group had not reached agreement on any of the critical issues, they had not found agreement on the means by which these issues might be resolved (i.e., via a new ballot measure, or by technical amendments to Measure D), and no formal recommendations had been brought to the Alameda County Board of Supervisors.

In October of 2019, the Alameda County Board of Supervisors directed the Community Development Agency staff to prepare a draft ballot measure to amend Measure D to increase the building intensity allowed for agricultural buildings located on rural properties. In January 2020, staff proposed amendments to Measure D limited to the issue of FAR requirements, and initiated a series of meetings with East County stakeholders and various public advisory committees to obtain public input on the proposed amendments. Included among those public advisory committees is the Alameda County

Agricultural Advisory Committee, which includes experts in viticulture, ranching and cannabis production. Alameda County is now moving forward with plans to place a measure on the November 2020 ballot to increase the building intensity allowed for agricultural buildings located on rural properties in those areas of the County controlled by Measure D. Such a ballot measure is expected to require presenting a draft of the measure at additional public meetings in all of the affected communities, CEQA review, and approval by the Board of Supervisors.

Our Approach and Scope to the Assignment

Lamphier-Gregory and EPS understand that substantial effort has been invested in this topic over a number of years, and that many opinions and positions on this topic are well established. We understand that we are already behind the curve of many others, including the County's Community Development Agency staff who has been working on this topic for years. As such, we do not see our role in conducting this study on behalf of Alameda LAFCo as providing any recommendations about potential solutions, nor do we anticipate to weigh-in on the merits of one position or the other. Rather, we understand this study to be an Alameda LAFCo effort to better understand the economic and open space needs of the area, and whether Measure D supports and/or constrains these needs, including through the delivery of efficient and effective services (i.e., the "problem statement" that we understand Alameda LAFCo wishes to see addressed).

As such, the following work program envisions a two-phased approach in which Phase II is informed by the prior Phase I, and only initiated at the interest of Alameda LAFCo. We envision Phase I as framing an understanding of the current context, and seeking to provide answers to a number of possible questions:

- Has Measure D been successful in supporting Alameda LAFCo's mission to, "work for the citizens and government agencies of Alameda County to ensure efficient municipal services, balance infrastructure needs for sustainable growth, and to conserve the environment and public resources such as prime agricultural and open space land"?
- Are the provisions of Measure D consistent with Alameda LAFCo's policies that support the viability of agriculture and open space?
- Are the Measure D regulations pertaining to agricultural use more or less restrictive as compared to comparable regulations of other Bay Area counties? Do Measure D regulations disadvantage Alameda County's agricultural businesses to a greater degree than the agricultural rules and regulation of other locations?

Phase II is a more rigorous economic analysis to be fully scoped at Alameda LAFCo's request and in response to the questions that may arise from Phase I work.

Phase I: Understanding the Context and Framing the Economic Analysis

Task 1: Evaluation of Measure D Effectiveness

Lamphier-Gregory and EPS will work with LAFCo staff to identify a list of criteria to establish a benchmark of how effective Measure D has been in ensuring efficient municipal services, balancing infrastructure needs for sustainable growth, and conserving the environment and public resources such as prime agricultural land and open space land. We assume that these criteria may include:

- How much prime agricultural land and important open space has been lost in unincorporated East County since implementation of Measure D?
- How many extensions of municipal services (e.g., service district annexations) have been requested and/or approved in unincorporated East County since implementation of Measure D?
- Has Measure D's intent for city-centered growth within the established Urban Growth Boundary accommodated the need for sustainable growth?

Task 2: Evaluation of Measure D Effects on Agricultural Business

Lamphier-Gregory and EPS will work with LAFCo staff to identify a list of criteria to establish a benchmark of how Measure D has affected agricultural businesses that rely on the County's agricultural lands (i.e., has the land been preserved at the expense of the agricultural businesses that rely on this prime agricultural land?) We assume that these criteria may include:

- How many acres of cultivated vineyards were in production in year 2020 (not counting the South Livermore Valley, which is under separate regulatory controls), as compared to cultivated acres of vineyards in year 2000. Similarly, what was Alameda County's cash value of grape production in 2000 versus 2020?
- How have other cash crops in Alameda County fared over the past 20 years in terms of cash value of product produced?
- Can we measure a change in the number of horse stables, riding facilities and other equestrian-based businesses in unincorporated Alameda County over the past 20 years?
- How has the establishment of cannabis-based agriculture relied on, and utilized the County's important agricultural lands? Has Measure D affected the establishment or viability of these businesses?
- How much rangeland is currently grazed in unincorporated Alameda County as compared to grazed land in year 2000, and how do the numbers of grazing livestock compare between these two periods?

Task 3: Comparison of Measure D Regulations with Other Counties

Lamphier-Gregory will work with LAFCo staff to identify a list of criteria to establish a benchmark of how those zoning regulations that apply to development and use of the unincorporated East County lands designated as Agriculture and Resource Management pursuant to Measure D, compare to similar zoning

regulations of other Bay Area counties. For purposes of this study, we have assumed this comparative assessment will include three other Bay Area counties of Napa, Sonoma and Contra Costa. However, this comparisons could be expanded to all nine Bay Area counties, or could include other important wine and agriculture-based counties such as San Luis Obispo, Amador, San Joaquin and/or Stanislaus. We assume that this comparison will focus on the following types of regulations:

- Minimum parcel size
- Number of residential dwellings permitted, as well as secondary units, accessory dwelling units or caretakers units
- Maximum building site within a parcel, and minimum building separations
- Maximum floor-to-area ratio (FAR) for non-residential buildings
- List of permitted and/or conditionally permitted accessory uses (e.g., bed-and-breakfast, tasting rooms, production facilities, on-site sales activities, special events such as banquets and weddings, etc.)

Task 4: Identification of Key Issues

Building off of the results of Task 3, EPS will select key differences between Alameda County's Measure D and comparable measures in other Bay Area counties, and evaluate the opportunity costs from a land use and economic perspective. Up to seven interviews with Alameda County stakeholders, including landowners and business operators, will be used to identify the extent to which Measure D may be restricting business growth/expansion that is otherwise consistent with Measure D objectives. EPS also will interview similar types of landowners/business owners in other counties (up to three) in an effort to understand how their business would be impacted if their land was subject to Alameda County's Measure D requirements. These series of interviews will allow Alameda LAFCo to pinpoint the most critical issues for subsequent Phase II analysis (if Alameda LAFCo decides to continue to this subsequent phase).

Phase II: Economic Analysis

Should Alameda LAFCo decide to move forward with Phase II work, Lamphier-Gregory and EPS would examine how potential changes to Measure D may or may not support LAFCo's mission to ensure efficient municipal services, balance infrastructure needs for sustainable growth, and conserve the environment and public resources such as prime agricultural and open space land. We would seek to identify answers to the following types of questions:

- Are there minor revisions to Measure D that could reduce restrictions on the use of agricultural land by agricultural businesses, without compromising Measure D's effectiveness in preservation of agricultural land and open space? This could include selected testing of Alameda County Planning's proposal for an increase in allowed FAR.
- What might be the induced development potential under alternative scenarios? For example, if Measure D regulations were to be less restrictive, how much additional agricultural business

activity and agriculture-accessory development might be expected? Can we find a "best guess" method to narrow down the likely locations where such less restrictive regulations would most likely result in increased economic development? Would this be throughout Livermore Valley? North Livermore? South Livermore? Sunol? Castro Valley?

- What might be the economic benefit associated with increased agricultural development potential? For example, can we measure the economic implications (in dollars) of current Measure D regulations (i.e., lost opportunity costs) on local agricultural businesses, as compared to economic benefits that businesses in other counties may currently be receiving? - Or conversely, can we measure the economic benefits that might accrue to Alameda County agricultural businesses with less restrictive regulations?
- Fiscal impacts and Public Service Impacts: If economic development activities were to increase as a result of changes in regulations, would there be a commensurate increase in the need for public services (fire, law enforcement, wastewater, water, etc.)? Would the economic benefits outweigh potentially increased service costs?
- Would an increase in economic activity on agricultural lands adversely affect the preservation of open space and natural resource values?

Budget

Our proposed budget for Phase I of this work program is based on a time and materials estimate with a total not-to-exceed budget of \$48,000. This budget estimate includes \$18,000 for EPS's work pursuant to Tasks 2 and 4 (above), and \$30,000 for Lamphier-Gregory's work pursuant to Tasks 1 and 3 (above), as well as overall project management efforts and final presentation of the results of our analyses to Alameda LAFCo staff and Board. Lamphier-Gregory and EPS will bill only for work completed, and any remaining budget not needed for these studies will not be invoiced.

Schedule

Our team is prepared to begin immediately upon Alameda LAFCo's authorization to proceed. We expect the work will take between 8 to 10 weeks to complete, including preparation of a final report documenting our findings and conclusions.

Staffing and Qualification

Brief qualifications of our respective firms, and resumes of key persons assigned to this project are attached.

A. LAMPHIER-GREGORY QUALIFICATIONS

Lamphier-Gregory is a professional services firm specializing in urban planning, environmental analysis and project management. Our services include preparation of Initial Studies, Mitigated Negative Declarations, Environmental Impact Reports (EIRs) and other environmental review documents. Our firm also provides on-call professional planning assistance to local planning or community development agencies related to project review, permit processing and project management for large complex, and often controversial projects.

Alameda LAFCo

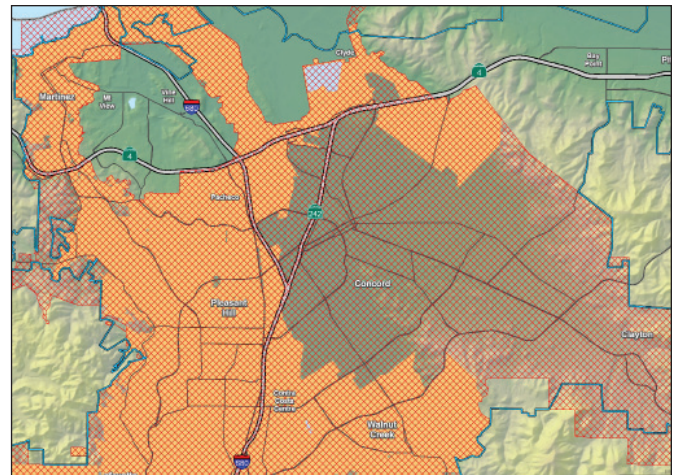
Since 2015, Lamphier-Gregory has been serving as the Alameda Local Agency Formation Commission's land use and environmental planning consultant, providing a range of professional planning and environmental services to the LAFCo Executive Officer and Commission on an as-needed basis. We have worked closely with the Alameda LAFCo Executive Officer on often complex and specialized planning assignments related to matters over which LAFCo has governmental responsibility and decision-making authority. These assignments have included:

- Reviewing and analyzing LAFCo applications
- Processing actions requiring LAFCo approval, including sphere of influence adjustments, annexations, incorporations, detachments, dissolutions and other forms of organizational changes
- Evaluating environmental documents prepared by other agencies (e.g., cities, special districts, acting as Lead Agencies under CEQA) for projects that would subsequently require LAFCo action
- Preparing environmental documents for LAFCo projects
- Assisting with Sphere of Influence (SOI) updates and Municipal Service Reviews (MSRs)
- Attending meetings, LAFCo hearings, and providing professional planning support on an as-needed basis.

Other LAFCo Experience

Contra Costa LAFCo

Lamphier-Gregory was selected from among other candidates in early 2008 to serve as the planning and environmental consultant to Contra Costa LAFCo. Our original contract was renewed in 2011 and extended in 2013. During the six years of our involvement we have become familiar with the wide variety of matters that come before LAFCo and how the state and locally adopted policies and procedures guide LAFCo's determinations and decisions. We have developed a close and effective working relationship with the Executive Officer where our involvement in reviewing and providing input on various matters is provided quickly and cost effectively. While not a precise accounting of all of our work for Contra Costa LAFCo the following indicates where most of our effort has been focused:



Sanitary District Sphere, Service Area

- Reviewing proposals and assisting in drafting staff reports and resolutions for over 100 matters requiring action by the Commission, including annexations, SOI amendments, Out of Agency Service requests and incorporations.
- Reviewing CEQA documents for various development projects, General Plan Updates and other activities throughout the County involving matters requiring subsequent LAFCo action. The CEQA documents include Initial Studies/Negative Declarations and EIRs. We provide comments

and input to the LAFCo Executive Officer and collaborate on the drafting of comment letters sent to the Lead Agency.

- Selecting and managing third-party environmental consultants who, under contract to LAFCo, prepare CEQA documents for projects which LAFCo has become Lead Agency (i.e., proposed expansion of the Spheres of Influence of the cities of Pittsburg and Antioch, the Contra Costa Water District and the Delta Diablo Sanitation District).
- Assisting on an update/revision of Contra Costa LAFCo's local policies and procedures for Sphere of Influence amendments and for LAFCo's requirements for CEQA compliance.
- Preparing addendums to a previously adopted CEQA documents to ensure that LAFCo issues are specifically addressed

El Dorado Hills Incorporation

In 2004 - 2005, prior to our work for Contra Costa LAFCo, we were selected by El Dorado LAFCo to manage the process for the proposed incorporation of El Dorado Hills as a new city. Incorporation proponents had become embroiled in arguments with LAFCo staff over various issues and the friction and distrust escalated to the point of the proponents filing a lawsuit against LAFCo.



El Dorado Hills - Proposed Incorporation Boundary

Lamphier-Gregory was retained under the auspices of the Court as a neutral party to manage the process, oversee the preparation of the required comprehensive fiscal analysis and prepare an Environmental Impact Report (EIR) for compliance with CEQA. The incorporation process was successfully completed in time for the placement of the proposal on the upcoming ballot (June 2005) at which time the proposal was defeated.

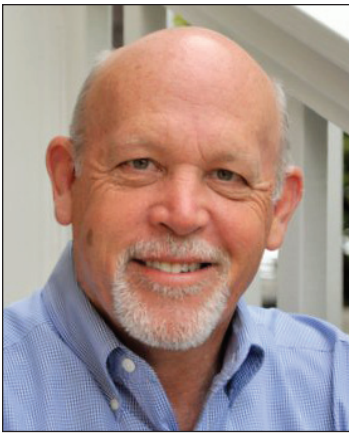
Marin LAFCo

Other LAFCo experience by Lamphier-Gregory includes work for Marin LAFCo in 1999 – 2000 where we provided assistance to LAFCo staff on a range of activities similar to our work for Contra Costa LAFCo, including:

- Project Management and Coordination
- Interagency Coordination
- Data Collection
- CEQA Document reviews



Golden Gate National Seashore, Marin County



Scott Gregory, President

sgregory@lamphier-gregory.com

Mr. Gregory brings over 35 years of professional experience in the preparation of environmental documents, serving as environmental consultant to cities, counties, other governmental agencies and private developer clients. His wide range of environmental work has provided him with a high level of competency and knowledge of both the CEQA process and the substantive requirements of CEQA documents. Throughout his career, Mr. Gregory has developed a strong interest in working with communities to resolve complex land use and environmental issues.

Project Management

Mr. Gregory is especially adept at navigating the complexities of the CEQA process to achieve legal compliance, identify sound strategic approaches to the environmental review process, and meeting client objectives. His responsibilities at Lamphier-Gregory have included serving as Project Manager on a number of large projects with planning services budgets exceeding \$1 million. As Project Manager, Mr. Gregory's role has included managing overall schedules and budgets to ensure successful completion of planning and environmental review. He has also coordinated technical input from a variety of disciplines to ensure that these issues are adequately and appropriately addressed. As a Project Manager, Mr. Gregory essentially serves as an extension of the client's staff to advocate and/or represent the client's interests throughout the planning and environmental review process.

Representative Projects:

- Oakland Army Base Reuse Plan and Redevelopment Plan EIR, City of Oakland and the Oakland Base Reuse Authority
- Kaiser Oakland Medical Center and Replacement Hospital Project, and Alta Bates Summit Hospital Master Plan, City of Oakland
- Oak Knoll Mixed-Use Community Plan, Contract Planning Services, City of Oakland
- Genentech Master Plan and EIR, Genentech and City of South San Francisco

Preparation of Complex Environmental Documents

Mr. Gregory is skilled and experienced in preparing clear and concise environmental documents that communicate to technical audiences as well as public decision-makers and the community. Mr. Gregory has written numerous CEQA documents ranging from initial studies and negative declarations to complex combined EIR/EIS reports. His role has also required an ability to interpret technical details into easy to understand, publicly accessible and comprehensive documents that have enabled city councils, county supervisors and planning commissions to make informed decisions on proposed projects.

Representative Projects:

- Buena Vista Wind Energy Repowering Project EIR, County of Contra Costa
- West Oakland Specific Plan and EIR, and Coliseum Area Specific Plan and EIR, City of Oakland
- Napa Oaks Project EIR, City of Napa
- Contra Costa Comprehensive Transportation Plan EIR, Contra Costa Transportation Authority

Education

Master of Regional Planning
and Landscape Architecture,
University of Massachusetts,
Amherst – 1982

Bachelor of Environmental
Design, University of Colorado,
Boulder – 1980

Employment History

2007 – Present
President,
Lamphier-Gregory

1997 – 2007
Principal,
Lamphier-Gregory

1992 – 1997
The Planning Collaborative

1989 – 1992
Sedway Cooke Associates

1984 – 1992
Resource Concepts, Inc.
Carson City, Nevada

Statement of Qualifications

The Economics of Land Use



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One Kaiser Plaza, Suite 1410
Oakland, CA 94612
510 841 9190 tel
510 740 2080 fax*

*Oakland
Sacramento
Denver
Los Angeles*

www.epsys.com

ABOUT ECONOMIC & PLANNING SYSTEMS, INC.



The Firm	Economic & Planning Systems, Inc. (EPS) is a land economics consulting firm experienced in the full spectrum of services related to real estate development, the financing of public infrastructure and government services, land use and conservation planning, and government organization.
Guiding Principle	EPS was founded on the principle that real estate development and land use-related public policy should be built on realistic assessment of market forces and economic trends, feasible implementation measures, and recognition of public policy objectives, including provisions for required public facilities and services.
Areas of Expertise	<ul style="list-style-type: none">• Real Estate Market and Feasibility Analysis• Public Finance• Fiscal and Economic Impact Analysis• Reuse, Revitalization, and Redevelopment• Real Estate Transactions and Negotiations• Regional Economics and Industry Analysis• Land Use Planning and Growth Management• Open Space and Resource Conservation• Government Organization• Transportation Planning and Analysis• Asset Valuation and Repositioning
Clients Served	Since 1983 EPS has provided consulting services to hundreds of public- and private-sector clients in California and throughout the United States. Clients include cities, counties, special districts, multi-jurisdictional authorities, property owners, developers, financial institutions, and land use attorneys.
Staff Capabilities	The professional staff includes specialists in public finance, real estate development, land use and transportation planning, government organization, and computer applications. The firm excels in preparing concise analyses that disclose risks and impacts, support decision making, and provide solutions to real estate development and land use-related problems.
EPS Locations	Oakland, Los Angeles, and Sacramento, California Denver, Colorado
EPS Web Site	www.epsys.com

Services Provided

EPS provides a range of services necessary to fund and build community facilities and capital improvements, including needs assessment, arranging for funding, and the development and administration of comprehensive financing programs. EPS's goal is to ensure successful development of projects and land use plans by preparing feasible financing plans that respond to public and private objectives and make creative use of available financing mechanisms. EPS also provides a range of services necessary to fund ongoing operations of services and facilities for public entities.

Specific services provided by EPS include forecasting demand to assist in infrastructure design, sizing, and timing; identifying and forecasting potential funding sources; allocating capital costs among participating entities; and assessing the impacts of capital financing alternatives on project feasibility and public finance negotiations, including drafting development agreements. Additional EPS services include formulating assessment rates, special tax formulas, and fee ordinances and developing funding strategies for the ongoing costs of operations and maintenance for public services and facilities.

Representative Projects

- North Natomas Community Plan Financing and Nexus Study, *Sacramento, California*
- Fort Ord Financial Leverage/ Credit Enhancement Study, *Monterey, California*
- Rocklin Unified School District Facilities Financing, *Rocklin, California*
- Stapleton Airport Reuse Financing Plan, *Denver, Colorado*
- Railyards/Richards Boulevard Redevelopment Areas Infrastructure Financing Plan and Nexus Study, *Sacramento, California*
- Entrance to Aspen Financing Program, *Aspen, Colorado*
- Joint Unified School District Long-Range Facilities Master Plan, *Davis, California*
- Regional Transportation Impact Fee Program, *San Joaquin County, California*
- Southeast Woodland Specific Plan Infrastructure and School Financing Plan, *Woodland, California*
- Community Partnership Financing Plan, *Snowmass, Colorado*
- Mountain House Community Financing Plan, *San Joaquin County, California*
- Regional Sports Facility Financing Plan, *Stanislaus County, California*
- Santa Monica Civic Center Financing Plan, *Santa Monica, California*
- Sacramento Public Library Authority Financing Plan, *Sacramento, California*
- Stanford Ranch Mello-Roos Financing Plan, *Rocklin, California*
- Sewer Rate Analysis, *Modesto, California*

Services Provided

In nearly 30 years of operation, EPS has developed a wide variety of technical areas of expertise that are critical to planning and implementing business and economic development strategies, including market, fiscal impact, and socioeconomic impact analyses and development and operational feasibility assessments. Our public- and private-sector clients have benefited from our objective and interdisciplinary analysis, identifying opportunities for physical and economic development, creating strategies for successful implementation, and assessing the impacts of such developments or programs on the social, economic, and fiscal conditions of the impacted communities.

- **Economic Development Plans/Strategies**—EPS has conducted numerous studies focused on efforts to attract, retain, and promote business and industry in specific subareas and in larger city/regions. Recent examples have included communitywide economic development plans and strategies for San Francisco and Sacramento as well as Arvada and Parker in the Denver metro area. We have also prepared economic development plans for resort/tourist destinations including Glenwood Springs, Pagosa Springs, Steamboat Springs, and Carbondale, Colorado.
- **Market Analysis for Targeted Industries**—EPS has conducted market analysis to identify constraints and opportunities for specific desired industries and business clusters. Examples include green technology studies in Denver and San Francisco; film production studies in Albuquerque and San Francisco; health and biosciences in Aurora, Colorado, and Alameda, California; light industrial/transportation industries in Tucson, San Francisco and Stockton, California; as well as wine industries in Sonoma and Mendocino Counties, California.
- **Real Estate Market and Feasibility Analyses**—EPS's experience and expertise in the field of land use economics and development brings an added dimension to our work on economic strategic plans, particularly where facilities such as business and industrial park development are under consideration and where the related land use and community impacts of primary business development need to be considered. This market and feasibility information is used in a variety of applications including project-specific feasibility, downtown revitalization and redevelopment, comprehensive land use planning, and economic analysis of impact fees and other public finance programs.
- **Outreach to Local Business Representatives**—EPS frequently participates in focus groups, advisory committees, and similar workshops to solicit input from representatives of local industry sectors regarding their challenges and needs. Recent examples include work for San Francisco's Industrial Land Study and Economic Development Strategy, a large industrial development area in San Jose, and a Transit-Oriented Corridor Development Strategy for Tempe, Arizona.

ECONOMIC IMPACT ANALYSIS

Services Provided

EPS evaluates the economic impact of a wide range of public and private sector activities, including land use projects, industry sector output, and government programs and policies. The firm's economic impact analysis generally focuses on quantifiable variables such as regional employment, output, property values, regional dollar flow, and industry sales. Our analysis estimates the direct, indirect, and induced effect of a project or policy on these variables.

Economic impact studies are often completed within the context of land use plan review, environmental impact reports, regulatory evaluation and compliance, resource management plans, and general economic assessments. Our economic analysis employs a wide variety of tools, from market analysis and consumer surveys to input-output analysis and economic modeling.

Representative Projects

- Economic Impact of Federal Endangered Species Critical Habitat Designation, *California*
- East Bay Regional Parks District Economic Impact Analysis, *Alameda County, California*
- Mather Airport Economic Impact Analysis, *Sacramento, California*
- Economic Impact of Napa Center for Wine, Food, and the Arts, *Napa, California*
- Wal-Mart Site Economic Impact Analysis, *Woodland, California*
- Economic Impact of California Clean Air, Jobs, and Transportation Act (CALTEA), *California*
- Economic Impact of Tracy Growth Control Measure, *Tracy, California*
- Economic Impact of Sears Point Raceway Expansion, *Marin County, California*
- Economic Impact of Gulch Redevelopment, *Nashville, Tennessee*
- Socioeconomic Impact of University of California Merced Campus, *Merced County, California*
- Economic Impact of Sonoma County Construction Industry, *Sonoma County, California*
- Economic Impact of Public Utility Commission Energy Conservation Program, *San Francisco, California*
- Colorado Housing Trust Fund Economic Impact Analysis, *Colorado*
- Tracy Gateway Economic Benefit Study, *Tracy, California*
- Davis Technology Center Fiscal and Economic Review, *Davis, California*
- Lincoln Agricultural Land Value Analysis, *Lincoln, California*
- Yolo County Economic and Revenue Analysis, *Yolo County, California*

REGIONAL ECONOMICS AND INDUSTRY ANALYSIS

Services Provided

EPS evaluates regional economic conditions and industrial trends as a basis for comprehensive planning, facility programming, and economic development efforts. Our services integrate an understanding of market forces on local, regional, and national levels to ensure that our findings have broad, long-term relevance. Our analysis takes into account emerging industry, demographic, and/or technological trends that affect the economic relationships within and between the various sectors under consideration.

EPS's services in this practice are often designed to provide information on the future growth and performance of particular industries and/or regions. The firm provides expertise on such industries as biotechnology, telecommunications, environmental technology, agriculture, tourism, trade, and entertainment. EPS also evaluates the competitiveness and specialization of regions and submarkets, including the geographic distribution of various economic "clusters." Specific technical methods employed include the analysis of industry-specific research and surveys, regional growth and commute patterns, and interviews with local officials and industry experts.

Representative Projects

- Rocky Flats Base Reuse Target Industry Study, *Golden, Colorado*
- Analysis of Wine and Timber Industry, *Sonoma and Mendocino Counties, California*
- Civic Auditorium Market Assessment, *Santa Monica, California*
- Stapleton Airport Market Creation Strategies, *Denver, Colorado*
- Stockton Airport Industry Analysis/Special Purpose Plan, *Stockton, California*
- Oakland Produce District Feasibility Study, *Oakland, California*
- Home Improvement Market Study, *Santa Rosa, California*
- Mission Valley Rock Aggregate Production Market Analysis, *Alameda, California*
- Del Norte Plaza Multiplex Cinema Market Analysis, *El Cerrito, California*
- Los Positas Community College Workforce Training and Conference Center Feasibility Study, *Livermore, California*
- Regional Economic Growth and Linkages Analysis, *Alameda County, California*
- Sierra Region Demographic and Economic Profile, *Sierra Nevada*
- Route 24/Caldecott Tunnel Corridor Study, *Alameda and Contra Costa Counties, California*
- Clovis Research and Technology Park Feasibility Analysis, *Clovis, California*
- Biotech Industry Study for Fitzsimons Army Medical Center, *Aurora, Colorado*
- Alameda Science and Technology Center Market Analysis, *Alameda, California*

LAND USE PLANNING AND GROWTH MANAGEMENT

Services Provided

EPS combines a thorough working knowledge of land use planning and regulation practices with its real estate and economic expertise to contribute to land use planning and growth management strategies. The firm's roles in land use planning programs typically include economic and demographic forecasts; land use information and market inputs to plan formulation; fiscal and financial evaluation of plan alternatives; and land use policy implementation. EPS's integrated approach to land use, transportation, market, fiscal, and financial issues results in plans and programs that effectively guide future development.

EPS provides a range of services related to land use planning and growth management. We evaluate the physical and economic linkage between jobs and housing and the economic impacts of land use and growth control measures. We analyze the effect of employment growth on the provision of City services and amenities as well as the opportunities and constraints presented by regional growth patterns. Our services are also frequently applied to the preparation of Comprehensive Plans, Subarea Plans, Housing Elements, growth projection studies, and jobs/housing linkage or in-lieu of fee programs.

Representative Projects

- Snyderville Basin Growth Management Report, *Summit County, Utah*
- Sonoma Workforce Housing Analysis, *Sonoma County, California*
- El Dorado County Growth Forecast, *El Dorado County, California*
- Conaway Ranch Specific Plan Regional Growth Forecast and Market Analysis, *Woodland, California*
- Interstate 5 Corridor Population and Employment Forecasts, *San Joaquin County, California*
- Comprehensive General Plan Update, *El Cerrito, California*
- Land Use/Transportation Corridor Plan, *San Mateo County, California*
- Sonoma/Marin Land Use and Transportation Study, *Sonoma County, California*
- Denver Regional Council of Governments Urban Centers Pilot Project, *Denver, Colorado*
- Bay Area Partnership Regional Land Use Data Analysis, *San Francisco Bay Area, California*
- McCarthy Ranch General Plan Amendment Fiscal and Financial Impact Analysis, *Milpitas, California*
- Longmont Area Comprehensive Plan Update, *Longmont, Colorado*
- Nashville Gulch Comprehensive Plan Economic Impact Analysis, *Nashville, Tennessee*

OPEN SPACE AND RESOURCE CONSERVATION

Services Provided

EPS prepares financing and implementation strategies that support active and passive open space and conservation projects. EPS provides financial analysis for Open Space Elements, Park and Recreation Master Plans, Agriculture Preservation Strategies, and Habitat Conservation Plans. The firm's broad knowledge of public facility and open space financing techniques and land use planning and regulatory practices, combined with our experience in resolving land use conflicts, allows EPS to develop feasible conservation programs that achieve conservation goals in a financially sound manner.

EPS believes that habitat and recreational open space offer broad economic and quality of life benefits and therefore should be funded by broad-based and equitable financing techniques similar to those used for other community facilities. Our studies identify the economic benefits to landowners participating in comprehensive conservation plans as opposed to completing time-consuming individual mitigation projects. EPS believes that it is important to provide funding mechanisms that best suit the conservation, acquisition, and management goals, while accounting for the development and landownership patterns and the sources and types of supplemental funding.

Representative Projects

- Yolo County Habitat Conservation Plan, *Yolo County, California*
- Economic Analysis of the Natomas Basin Habitat Conservation Plan, *Sacramento, California*
- South Sacramento Habitat Conservation Plan, *Sacramento County, California*
- Economic Feasibility Study for the El Dorado County Ecological Preserves, *El Dorado County, California*
- Contra Costa Biodiversity Study, *Contra Costa County, California*
- Santa Rosa/Rohnert Park Community Separator Preservation Strategies, *Sonoma County, California*
- Longmont Residential Open Space Study, *Longmont, Colorado*
- South Livermore Valley Vineyard Area Plan, *Livermore, California*
- Recreation and Parks Master Plan Update, *Santa Monica, California*
- City of Brentwood's Parks Master Plan Financial Review, *Brentwood, California*
- San Jose Parks and Recreation Master Plan, *San Jose, California*
- Davis Open Space Element Revision Financing Plan, *Davis, California*
- Agricultural Buffer and Farmland Mitigation Ordinance, *Davis, California*
- County Farmland Preservation Program, *San Joaquin County, California*
- Natomas Basin Habitat Conservation Plan, *Sacramento, California*
- Green Valley Area Transfer of Development Program, *Solano County, California*

GOVERNMENT ORGANIZATION

Services Provided

EPS evaluates the costs, benefits, and feasibility of local government reorganization. Completion of government organization studies draws upon EPS's expertise in fiscal analysis, public finance, and land use planning, along with a thorough knowledge of local government forms and options.

EPS's services generally are required as a part of state annexation law or negotiations between existing entities involved in reorganizations or common purpose efforts. These proceedings and efforts include the formation of new government entities including annexations, municipal incorporations, special district formations, and joint exercise of powers organizations. As part of its work, EPS typically prepares detailed pro forma budget forecasts for the new jurisdiction, documentation or alternative organizational options, and estimates of impacts on existing entities.

Representative Projects

- Los Angeles Reorganization, *San Fernando Valley, California*
- Goleta Valley Incorporation Feasibility Analysis and Tax Sharing Agreement, *Goleta, California*
- Sacramento County Interim Open Space Commission, *Sacramento, California*
- County Reorganization Analysis, *Santa Barbara County, California*
- Windsor Incorporation Feasibility Study, *Sonoma County, California*
- Governance Study, *Pitkin County, Colorado*
- Annexation Study, *Rancho Murieta, California*
- Tassajara Area Annexation, *Alameda County, California*
- Pleasant Grove Incorporation Comprehensive Fiscal Analysis, *Yolo County, California*
- Tahoe Incorporation Feasibility Study, *Douglas County, Nevada*
- Templeton Incorporation Feasibility Study, *San Luis Obispo County, California*
- Orange County Fire District Detachment Feasibility Study, *Orange County, California*
- Northstar Annexation Study, *Nevada County, California*
- City Parks Master Plan and Organizational Options, *Brentwood, California*
- Evaluation of Truckee Incorporation Feasibility Studies, *Nevada County, California*
- El Dorado Hills Incorporation Comprehensive Fiscal Analysis, *El Dorado Hills, California*
- Feasibility Analysis/Comprehensive Fiscal Analysis for Incorporation, *Rancho Cordova, California*
- Incorporation Fiscal and Feasibility Review and Comprehensive Fiscal Analysis, *Elk Grove, California*

REPRESENTATIVE CLIENTS

Cities

Anaheim, California
Aspen, Colorado
Auburn, California
Austin, Texas
Berkeley, California
Boulder, Colorado
Chico, California
Citrus Heights
Concord, California
Davis, California
Denver, Colorado
Folsom, California
Fremont, California
Los Angeles, California
Merced, California
Modesto, California
Napa, California
Oakland, California
Orlando, Florida
Phoenix, Arizona
Pleasanton, California
Redding, California
Redmond, Washington
Redwood City, California
Richmond, California
Rocklin, California
Roseville, California
Sacramento, California
San Clemente, California
San Francisco, California
San Jose, California
San Luis Obispo, California
San Mateo, California
Santa Barbara, California
Santa Monica, California
Santa Rosa, California
Seaside, California
Seattle, Washington
Stockton, California
Truckee, California
Turlock, California
Vacaville, California
Vallejo, California
Ventura, California
Walnut Creek, California
Watsonville, California
Winters, California

Counties

Alameda, California
Contra Costa, California
El Dorado, California
King, Washington
Marin, California
Mendocino, California
Merced, California
Monterey, California
Orange, California
Placer, California
Pitkin, Colorado
Sacramento, California
San Joaquin, California
San Luis Obispo, California
San Mateo, California
Santa Cruz, California
Sonoma, California
Summit, Utah
Sutter, California

Yamhill, Oregon
Yolo, California
Yuba, California

Public Agencies and Special Districts

Alameda County Congestion Management Agency
Alameda Reuse and Redevelopment Authority
Bay Area Rapid Transit District
Capital Area Development Authority
Capital District Transportation Authority, New York
Contra Costa LAFCO
Denver Regional Transportation District
East Bay Regional Park District
El Dorado Hills CSD
El Toro Redevelopment Authority
Fitzsimmons Reuse Authority, Colorado
Fort Ord Reuse Authority
Incline Village G.I.D.
Los Angeles Community Redevelopment Agency
Mobile (Alabama) Airport Authority
Northwest Pacific Railroad Authority
Olivehurst Public Utility District
Port of Los Angeles
Port of Oakland
Port of San Diego
Port of San Francisco
Roaring Fork Transit Authority
Sacramento Area Council of Governments
Sacramento City-County Office of Metropolitan Water Planning
Sacramento Open Space Commission
Sacramento Regional Transportation District
San Joaquin Council of Governments
Sonoma County Agricultural Preservation and Open Space District
Stapleton Redevelopment Corporation, Colorado
Transmission Agency of Northern California
Tri-Valley Wastewater Authority
Treasure Island Development Authority
Inter-American Development Bank

Nonprofit/Advocacy Organizations

American Center for Wine, Food, and Arts
Building Industry Association
Downtown Spokane Partnership
East Bay Conversion and Reinvestment Commission
Marin Agricultural Land Trust
Mountains Restoration Trust
North Coast Builders Exchange
San Francisco Jewish Museum
Santa Cruz County Business Council
The Nature Conservancy
The Trust for Public Land
The Wilderness Society
Yosemite Restoration Trust

State and Federal Agencies

Alaska Division of Tourism
California Attorney General
California Coastal Conservancy
California State Department of Fish and Game
Caltrans

National Park Service
U.S. Fish and Wildlife Service
U.S. Forest Service

Private Sector

AEW Capital Management
Aspen Skiing Company
A. Teichert & Son
Beazer Homes
Buzz Oates Enterprises
Callahan Property Company
Camray Development and Construction Co.
Catellus Development Corporation
Centex
Continuum Partners LLC
Corrie Development Corporation
DKM Investments, Inc.
El Dorado Hills Development Co.
FHK/Ward Company
First Commercial Bank
Forest City Development
General Growth Partners
Graham Development Company
Granite Power and Development Co.
Hyatt Richeys
The Hofmann Company
Jones Lang LaSalle
JPI West Coast Construction
KB Home
Kaiser Permanente
L & P Land Development
Lennar Communities
Lewis Homes
McClellan Business Park
McCuen Properties
Morrison Homes
Pacific Construction Company
Pacific-Teal Development
Pacific Telesis
Pacific Gas & Electric Properties
Powell Development
Prometheus Development Company
Prudential Development Group
Pulte Homes, Inc.
Resort Development Company
Reynen & Bardis Communities
Sears, Roebuck and Co.
Shaffer Management Group
Southern Pacific Transportation Co.
Sterling Pacific Assets
The DeSilva Group
The Hodgson Company
The MacDiarmid Company
The Pivotal Group
The RREEF Funds
Wadsworth Golf Construction
Waterworld Resorts, Inc.
WCI Communities, Inc.

Educational Institutions

Chabot-Las Positas Community College District
River Delta Unified School District
Rocklin Unified School District
Roseville City Elementary School District
Sacramento State University
Stockton Unified School District
University of California, Berkeley
University of California, Davis
University of California, Merced
University of California, Office of the President
University of California, San Francisco
University of California, Santa Cruz



Ashleigh Kanat

Principal



Education

Master of Public Policy,
University of California,
Berkeley, 2004

Bachelor of Arts in American
Studies with a concentration in
Urban Studies, Smith College,
1998

Previous Employment

Assistant Vice President, New
York City Economic
Development Corporation
(2005-2007)

Senior Associate, Rosen
Consulting Group (2004-2005)

Assistant Planner, City of
Piedmont (1998-2002)

Awards

California American Planning
Association 2010 – South
Fremont/Warm Springs
Revitalization Plan

California American Planning
Association 2014 – Windsor
Station Area Plan

Associations

Lambda Alpha International

San Francisco Planning and
Urban Research Association
(SPUR)

ULI UrbanPlan Volunteer

CREW, San Francisco

ABOUT

Ashleigh Kanat joined EPS in 2007 and has significant experience preparing and evaluating real estate market and financial feasibility analyses, urban revitalization and economic development strategies, public financing and implementation plans, and economic and fiscal impact analyses. She brings this holistic understanding to her government organization work and is able to efficiently identify and process the critical data needed to produce clear and useful Municipal Service Reviews. She brings technical rigor, creativity, and collaborative leadership and project management experience to her projects.

SELECTED PROJECT MANAGEMENT EXPERIENCE

Contra Costa LAFCO Parks and Recreation MSR and SOI Update

EPS is preparing the Parks and Recreation MSR and SOI Update for Contra Costa LAFCo, with a focus on the Park and Recreation districts, the CSDs, the CSAs and the cities in Contra Costa County. The outbreak of COVID-19 is affecting responses from the jurisdictions, and EPS is addressing the fiscal effects of the pandemic in this update.

Merced County Municipal Service Reviews

EPS has prepared numerous MSRs for Merced LAFCO. Currently, EPS is working with Merced LAFCO to prepare the Water and Sewer Service Providers MSR Report and the Ag Irrigation Service Providers MSR Report.

Master Tax Sharing Agreement Negotiation Support

EPS assisted the City of San Luis Obispo with technical calculations to support negotiation of the Master Tax Sharing Agreement with San Luis Obispo County as the City contemplated annexation of a significant property. The technical analysis was presented to LAFCo for consideration and approval.

Solano County LAFCO Special Tax Analysis

Solano County LAFCo retained EPS to estimate the potential special tax revenue if one or more of three fire districts (Suisun Fire District, Vacaville Fire District, and Montezuma Fire District) were to be annexed to the Cordelia Fire District. Currently the Cordelia Fire District charges a special tax to parcels within its boundaries. The analysis assumes the same tax rates currently charged by the Cordelia Fire District would apply to applicable parcels in the other districts.

Solano County Property Tax Forecast

Assessed values and property tax revenues in Solano County were improving with the economic recovery; however, in fiscal year 2014/15, the County was still struggling to work through the damage done by the Great Recession. To help strategically plan for the subsequent five years, the County of Solano retained EPS to assist with its forecasting effort of property tax revenues to the County's General Fund from each of the County's incorporated cities as well as the unincorporated area.



Teifion Rice-Evans

Managing Principal



Education

Master of Arts in Economics,
University of Cambridge,
1995

Bachelor of Arts in
Economics, University of
Cambridge, 1992

Selected Lectures

California American Planning
Association 2015 Conference:
Regional Collaboration,
Competitiveness, and
Prosperity

National Habitat Conservation
Plan Coalition, 2014:
Economic Benefits of Habitat
Conservation Plans

California Energy Commission
Desert Renewable
Conservation Plan Workshop,
2011: Economics of HCPs

Northern California
Conservation Partners
Conference, 2007: Challenges
to HCP Financing

California League of Cities,
2005: Parks and Open Space

ULI Workshop: Real Estate
Market and Feasibility
Analysis, 2005

The Nature Conservancy,
2000 and 2002: Land
Acquisition and Valuation

Awards

Association of Environmental
Professionals 2009 –Award
for Outstanding Resource
Document – East Contra
Costa County HCP/NCCP

California American Planning
Association 2010 –
Paso Robles Purple Belt

Affiliations

Association of Environmental
and Resource Economists

American Planning
Association

ABOUT

Teifion Rice-Evans is a land use economist with over twenty-five years of experience. He directs complex consulting assignments in the areas of conservation planning and economics, real estate economics, economic development, and infrastructure financing. Teifion has particular expertise in the development of conservation, agricultural preservation, and development plans that seek to balance a range of public priorities. This includes financial and economic analysis to support the adoption of regional habitat conservation plans throughout California. He is based in the EPS Oakland Office and serves clients throughout the western United States.

SELECTED PROJECT EXPERIENCE

East Contra Costs Habitat Conservation Plan

The East Contra Costa Habitat Conservation Plan seeks to balance growth in East Contra Costa County with the preservation of natural habitats and agriculture. EPS worked as part of a consulting team with the County and the four cities to develop a plan that allowed for managed growth while ensuring the preservation of land and its ongoing management.

Paso Robles Agricultural Preservation Plan

The City of Paso Robles was interested in preserving the agricultural activities and open lands that lay on the edges of the City and in the surrounding unincorporated County. EPS led a consultant team that developed the Purple Belt Implementation Plan. This effort identified a broad range of tools and partnerships available to the City to support these critical elements of its identity and attractiveness.

Green Valley Specific Plan

Solano County was interested in working with the residents and landowners of Green Valley to develop a plan that would predominantly support the preservation of this valley and promote agricultural activities, while allowing for modest growth and development. EPS was part of a consulting team that evaluated clustered development, transfer of development rights, and other mechanisms for supporting and funding agricultural preservation.

Morgan Hill Southeast Growth Area

The City of Morgan Hill has long sought ways to preserve agriculture in this portion of the City/ County, while recognizing a range of existing development rights and some economic development opportunities close to the freeway. Working with City staff and a farmer/ agricultural economist, EPS provided the City Council with different options for managing growth and preservation.

Economic Benefits of East Bay Regional Park District

The East Bay Regional Park District in the San Francisco Bay Area is one of the largest regional park districts in the U.S. In 2017, EPS evaluated the economic and public benefits of the provision of over 100,000 acres of parks, trails, and open space by the East Bay Regional Park District throughout Alameda and Contra Costa Counties.



Ashley Boots

Associate



Education

Master of City Planning,
University of California,
Berkeley, 2017

Bachelor of Environmental
Design, University of
Colorado, Boulder 2011

Previous Employment

Designer and Strategic
Planner
AECOM
San Francisco, CA

Graduate Student
Instructor, UC Berkeley,
Dept. of Environmental
Science, Policy and
Management
Berkeley, CA

Architectural Intern,
Christensen & Co Arkitekter
Copenhagen, Denmark

Architecture & Design
Program Assistant
Danish Institute for Study
Abroad
Copenhagen, Denmark

Affiliations

LEED Accredited
Professional, Building Design
& Construction
U.S. Green Building Council

Real Estate Salesperson
License, California
Department of Real Estate

ABOUT

Ashley Boots is a consultant with nearly six years of experience in land use and urban planning. She brings a broad understanding of economic development strategy and real estate economics. Ashley's work experience includes research and analysis for public sector planning and economic development agencies as well as serving as a consultant to private developers. Ashley's skill set includes analytical research, qualitative interviewing, economic modeling, and land use programming, all of which help her to address urban economic and land use planning issues.

Before joining EPS in 2019, Ashley also worked for AECOM (San Francisco and Kansas City) providing strategic planning design and advisory services to private sector, state, and local government clients. At AECOM, her work included large-scale asset management and capital planning projects, including developing City-wide policies, strategies and objectives related to infrastructure assets.

SELECTED PROJECT EXPERIENCE

Franks Tract Futures Economic Assessment

The California Department of Fish and Wildlife (CDFW) engaged a team, led by Environmental Science Associates (ESA) and supported by UC Davis researchers, to prepare Franks Tract Futures, a planning study to evaluate environmental restoration and recreation enhancement options for Franks Tract. ESA commissioned EPS to prepare an Economic Assessment of local economic conditions and potential economic impacts from Franks Tract Futures alternatives. The analysis relied on local economic data and an extensive stakeholder interview process. The EPS report offered the planning team and stakeholders insight on local economic opportunities and constraints, and potential strategies to maximize the economic benefits from recreation improvements and ecological improvements at Franks Tract.

Santa Clara Valley Transportation Authority (VTA) Affordable Housing Land Value Analysis

VTA engaged EPS to analyze the effect that requiring varying levels of affordable housing may have on the value of VTA's land holdings. EPS created a housing development pro forma at varying affordability levels, in order to provide an understanding of the residual land value (RLV) for the different scenarios.

Economic Study of San Carlos' Housing Regulations

The City of San Carlos retained EPS to review its inclusionary housing requirements and ensure that production of market rate and below market rate housing units was optimized. EPS conducted analyses to evaluate the feasibility of potential changes to the City's affordable housing programs to inform levels of inclusionary requirements that may be supported with minimal adverse impact on new development. Results from the study will ultimately inform the update to the City's inclusionary housing ordinance as well as a local density bonus incentive program, Zoning Code, and the City's General Plan.

L A M P H I E R - G R E G O R Y



March 1, 2021

Rachel Jones, Executive Officer
Alameda LAFCo
Via email at: Rachel.Jones@acgov.org

Re: Review of South Livermore Valley Area Plan

Dear Rachel,

Lamphier-Gregory is pleased to provide you with this proposal for conducting a special study to review and examine the relative success of the County's South Livermore Valley Area Plan and the interrelated City of Livermore's South Livermore Valley Specific Plan, and provide possible recommendations as to the current growth management needs of this region moving forward, as directed by your Board at its January 2021 meeting. We have appreciated the conversation and suggested guidance that you have provided to us as we have prepared our attached proposal, and hope we have hit the mark in understanding both why and how Alameda LAFCo would like to conduct this study.

The attached summarizes our understanding of the assignment and a perspective on the issues to be addressed, as well as our proposed approach, budget and schedule. Also attached are brief qualifications materials of Lamphier-Gregory's prior work for Alameda LAFCO and other LAFCo agencies, as well as my resume as the key person who would be involved in this work.

If you would like to clarify or discuss any of the details of our proposal, please contact me directly at my home office number listed below. Thank you for contacting us about this opportunity, and we look forward to working with you on this very interesting and challenging study.

Respectfully,

Scott Gregory

Scott Gregory, President
LAMPHER-GREGORY

Introduction

At its January 2021 meeting, Alameda LAFCo considered amendments to its upcoming study schedule, and added a special study for the current fiscal year to review the South Livermore Valley Area Plan (SLVAP). The SLVAP provides County land use policies intended to preserve existing vineyards and wineries, to enhance the recognition and image of the area as an important premium wine-producing region, and to create incentives for investment and expansion of vineyards and other cultivated agriculture, and was approved by the County and City of Livermore in 1993. It has now been about 27 years since the SLVAP was adopted, and Alameda LAFCO wishes to participate with Alameda County and the City of Livermore in reviewing, examining and provide possible recommendations as to the current growth management needs of the region.

The Alameda County LAFCo Executive Director has requested that Lamphier-Gregory, having served as staff consultants to Alameda LAFCo for several years, prepare a proposal to serve as Alameda LAFCo's consultant pursuant to preparation of this special study, which follows. Resumes and qualifications for Lamphier-Gregory are included at the end of this proposal.

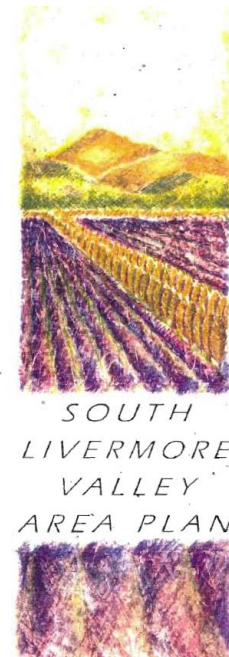
Our Understanding of the Background

The Livermore Valley is one of California's oldest and most prestigious wine regions, and both the County of Alameda and the City of Livermore have adopted policies regulation to guide land use in this region

1993: Alameda County South Livermore Valley Area Plan

The SLVAP was developed by the County of Alameda, the cities of Livermore and Pleasanton, local interest groups, developers, wineries and growers to address issues of land use in the Livermore Valley and to ensure the survival and enhancement of this wine region. The SLVAP was approved by Alameda County in 1993, providing a policy framework for the County to work with local cities, landowners, citizen groups, developers and viticulture interest, principally calling for the expansion of cultivated agricultural acreage (particularly viticulture) from approximately 2,100 acres to a minimum of 5,000 acres. The SLVAP includes three methods for preserving agricultural lands and encouraging agricultural expansion, including:

- a density bonus system that provides economic incentives to encourage landowners to expand viticulture acreage, including a reduction in minimum parcel size for landowners that plants wine grapes and places their land under a permanent agricultural easement

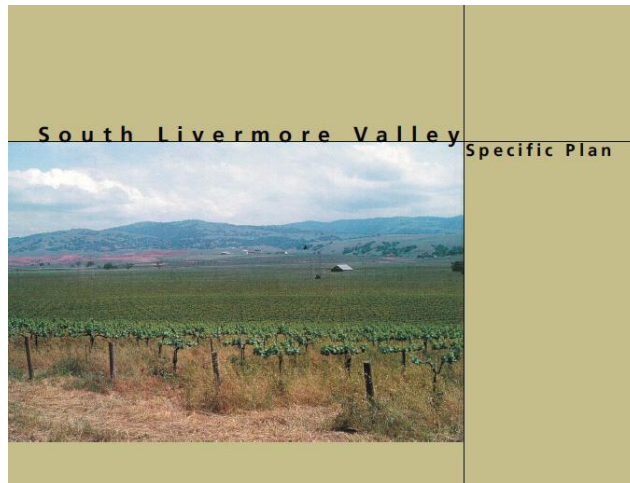


- establishment of an agricultural land trust (the Tri-Valley Conservancy) capable of accepting donations or purchasing easements to permanently protect productive agricultural lands, thereby protecting key agricultural properties from development, and
- requirements for new urban development in the area to contribute to the preservation, promotion and expansion of viticulture by developing new vineyards, dedicating agricultural easements, making financial contributions to the land trust, refurbishing existing wineries, and including of wine country amenities such as golf courses, conference centers, and a wine museum.

The continued coordination and cooperation between Alameda County, local cities, landowners and citizen groups is identified as essential to ensure that the South Livermore Valley regains its historic role as a premium wine-producing region.

1997: City of Livermore South Livermore Valley Specific Plan

As the first steps toward implementing Livermore's urban development responsibilities as set forth in the SLVAP, the City amended its General Plan to incorporate relevant policies from the Area Plan (including policy support for development of up to 1,600 residential units in the South Livermore Valley as a means of achieving expanded viticulture acreage south of the city), and appointed a Citizens Advisory Committee including representatives of South Valley landowners, the Friends of the Vineyards, the Winegrowers Association, and local residents, to advise the City toward preparation of a Specific Plan to provide detailed land use plans.



The City of Livermore ultimately adopted the South Livermore Valley Specific Plan (SLVSP) in 1997, providing a framework for future growth and development within an approximately 1,891-acre unincorporated area along the City of Livermore's southern boundary. The SLVSP provides a comprehensive land use program for this planning area, with goals, policies and development standards to guide future public and private actions relating to the area's development and the conservation of agricultural and natural resources. The SLVSP includes detailed information on necessary infrastructure improvements, and a strategy for insuring implementation. The SLVSP also provides a mechanism to insure that development proposals are coordinated and occur in an orderly manner. Specifically, the location of new urban development in the South Valley must:

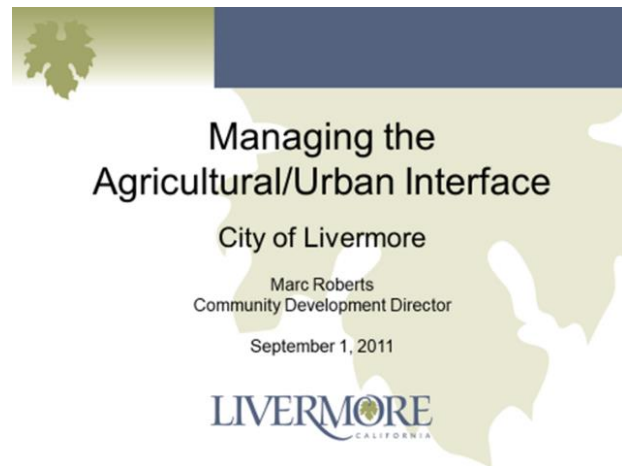
- be contiguous to the City's corporate limits
- form a logical urban edge to the City's future corporate limits

- facilitate creation of a permanent urban/rural boundary
- be feasible and facilitate the logical extension of City infrastructure and services
- minimize impacts on significant viewsheds of the South Valley area, and
- meet the requirements for annexation specified by the Alameda County LAFCO

2011: City Review of SLVSP - Managing the Agricultural/Urban Interface ¹

In 2011, the Livermore Community Development Director prepared a presentation that reviewed the effectiveness of the SLVSP in managing the agricultural/urban interface, and assessing achievement of the SLVSP's original objectives. Key findings of the review found the following:

- there were 2,100 acres in vineyards and 11 wineries in the South Livermore Valley in 1993, and by 2011 there was over 5,000 acres of vineyards and 42 wineries
- 371 acres had been dedicated to the Park District as an addition to Sycamore Grove Park, and 55 acres had been dedicated as regional open space
- 1,155 homes had been built in six new neighborhoods, creating a new agricultural/urban interface
- consistent with LAFCO's purposes to preserve open space and prime agricultural land, discourage urban sprawl and encourage infill development, the City annexed urbanized lands
- agricultural lands were being protected by conservation easements, the establishment of the Tri-Valley Conservancy as a land trust, and the City's Right-to-Farm Ordinance
- SLVSP had stabilized the long-term viability of smaller parcels, minimized non-contiguous agriculture adjacent to suburban development, and reinforced the Urban Growth Boundary
- The broad based outreach and consensus underlying the SLVSP had led to stability, with no significant changes to Plan since adopted in 1997



1018-2020: Emergence of New Needs and Changes

More recently, the County, City of Livermore and Alameda LAFCo have considered a number of changes to the SLVAP addressing a number of both small and other more substantial policy changes. These suggested changes have included:

¹ City of Livermore, Marc Roberts - Community Development Director, September 1, 2011

- Easing limitations on the size and nature of bed-and-breakfast establishments by permitting up to 25 such establishments (either within residences or in separate buildings) in the Cultivated Agriculture Overlay District, within a non-residential maximum floor area of not less than 20,000 square feet, or 0.01 FAR.
- Changing certain rules of the SLVAP to enable the rules for a maximum FAR of 0.25 that previously only applied to greenhouse buildings, to apply to all agricultural use buildings
- Considering boundary changes or out-of-service-area municipal sewer services to realize the planned growth and expansion of wineries otherwise constrained by prohibitions on new septic systems in the area
- Conducting a feasibility of the City of Livermore's wastewater treatment plants' capacity, capital costs and maintenance obligations for sewer improvements, as well as other underground utilities, to serve the viticulture areas

Our Understanding of the Assignment

As clearly stated in the Tri-Valley Conservancy (TVC) letter of October 2020 to Alameda County Supervisor Haggerty, "It has been over 25 years since [the SLVAP] was adopted, and it is an opportune time for a review and assessment of the efficacy of the SLVAP. We all need an objective view of whether the original goals have been achieved, and where possible gaps remain to be addressed. The results from this assessment will directly impact the success of the economic development in the County of Alameda, the City of Livermore, and other surrounding areas in our region." This letter further requests that the County of Alameda initiate a retrospective review and assessment of the SLVAP's results and impacts, and deliver direction for the next 25 years, stating that, "Revitalizing and expanding local agriculture is the SLVAP's primary objective by which to support and achieve economic and environmental sustainability . . . clearly aligning with strategies for the South Livermore Valley's economy to remain diverse, inclusive and resilient."

Alameda LAFCo has taken its own independent steps to initiate a special study to review the South Livermore SLVAP from the perspective of LAFCo's own mission to; 1) ensure efficient municipal services, 2) balance infrastructure needs for sustainable growth, and 3) to conserving the environment and public resources such as prime agricultural and open space land.

Lamphier-Gregory's Proposed Scope

Task #1: Retrospective Review of LAFCo's Mission Issues

Lamphier-Gregory is prepared to initiate this special study on behalf of LAFCo. We envision our product to be a report similar to the 2011 Report prepared by the Livermore Community Development Director, itemizing achievements and changes of importance to LAFCo's interests that have occurred in the South Livermore Valley since approval of the SLVAP, such as:

- The status of vineyard acreage and number of wineries in South Livermore as of year 2020, compared to year 1993

- Acres of permanent open space and agricultural lands preserved in conservation easements and/or land trusts in South Livermore in 2020, as compared to year 1993
- Acres of annexations into the City of Livermore as of 2020, as compared to year 1993
- Acres of land in South Livermore with municipal service agreements for sewer and other services in 2020, compared to year 1993, and
- Requests of LAFCo to consider changes in Spheres of influence changes, or municipal service boundary adjustments, based on increased demand since 1993

Lamphier-Gregory anticipates that these LAFCo perspectives on the relative success of the SLVAP will also serve to highlight current and emerging issues, specifically related to potential extension of municipal services (especially sewer service), agricultural land preservation and other potential jurisdictional annexations.

Task #2: LAFCo's Planning Representative

Lamphier-Gregory also believe that, much like the original 1993 SLVAP, LAFCo's partnership with a multi-party stakeholders group (i.e., Alameda County, the City of Livermore, the Tri-Valley Conservancy, Livermore Valley Winegrowers Association, Visit Tri-Valley, the Sierra Club and the Greenbelt Alliance) would best serve all interests, have a better chance of finding consensus, and potentially lead to 25 more years of stability and clear expectation for the South Livermore Valley. Depending on the results of our initial retrospective review of issues critical to LAFCo's mission, Lamphier-Gregory is prepared to serve as LAFCo's consultant planner, to (similar to the Tri-Valley Conservancy's offer) "stand ready to contribute" to a comprehensive retrospective study by serving as LAFCo's representative in a partnership effort with other organizations.

Budget

Lamphier-Gregory's proposed budget for our review of LAFCo's mission-issues as to achievements and changes pursuant to the SLVAP is based on a time and materials estimate with a total not-to-exceed budget of \$30,000, including research, report preparation and project management efforts, and presentation of the results of our analyses to Alameda LAFCo staff and Board.

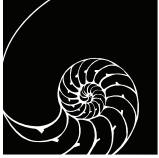
If LAFCo decides to participate in a more coordinated multi-stakeholder review and comprehensive update of the SLVAP, Scott Gregory of Lamphier-Gregory is prepared and excited about the opportunity to serve as LAFCo's planning consultant for such an effort, and will develop a separate scope and budget estimate for this work at LAFCo's request.

Schedule

Lamphier-Gregory is prepared to begin work upon Alameda LAFCo's authorization to proceed, and we expect the work will take between 10 to 12 weeks to complete, including preparation of a final report documenting our findings and conclusions.

Staffing and Qualification

Brief qualifications of Lamphier-Gregory is attached.



LAFCo Planning Consultant Services

Lamphier-Gregory frequently provides short-and long-term staff assistance to local governments, including cities, counties, special districts and LAFCos. Our role typically involves planning services to assist in managing large and complex projects, and project that are controversial in nature. We also provide certain day-to-day services, particularly to local LAFCo agencies, as they relate to the California Environmental Quality Act. Generally these assignments place us in the role of providing independent and objective review, and of conducting established processes and procedures. We are neither advocates nor opponents of the projects for which we have been retained.

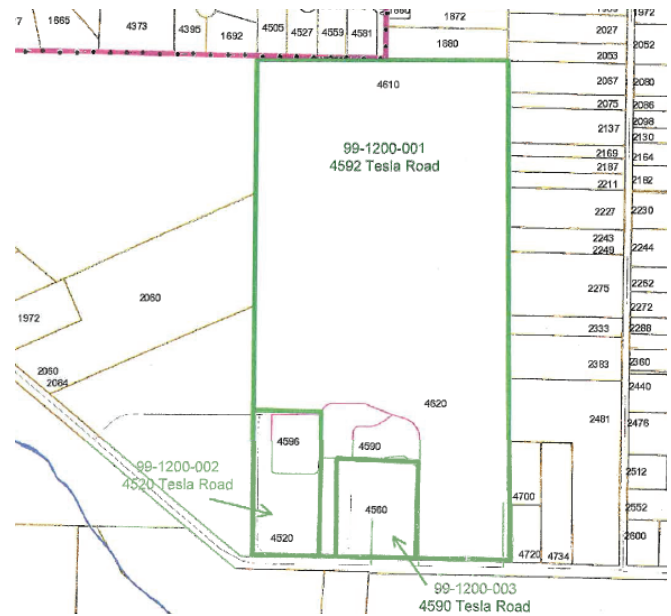
Our work typically involves coordination with staff, team members, other local agencies and members of the public. Our experience in urban planning, environmental review and permit processing allows us to prepare staff reports and other products thoroughly and efficiently, with a minimum of project "start-up" time. This is especially useful for local governments that have an over-loaded staff but need to keep pace with important planning programs. We focus our effort on the end goal of the process – the public hearings before the local planning commission and/or city councils where decisions on projects are made. Our

Alameda LAFCo

Since 2015, Lamphier-Gregory has been serving as the Alameda Local Agency Formation Commission's land use and environmental planning consultant, providing a range of professional planning and environmental services to the LAFCo Executive Officer and Commission on an as-needed basis. We have worked closely with the Alameda LAFCo Executive Officer on often complex and specialized planning assignments related to matters over which LAFCo has governmental responsibility and decision-making authority. These assignments have included:

- Reviewing and analyzing LAFCo applications

- Processing actions requiring LAFCo approval, including sphere of influence adjustments, annexations, incorporations, detachments, dissolutions and other forms of organizational changes
- Evaluating environmental documents prepared by other agencies (e.g., cities, special districts, acting as Lead Agencies under CEQA) for projects that would subsequently require LAFCo action



Concannon Winery Annexation to Livermore

- Preparing environmental documents for LAFCo projects
- Assisting with Sphere of Influence (SOI) updates and Municipal Service Reviews (MSRs)
- Attending meetings, LAFCo hearings, and providing professional planning support on an as-needed basis.

Contra Costa LAFCo

The map displays the San Francisco Bay Area with a focus on the proposed tolling area for the San Francisco-Oakland Bay Bridge. The tolling area is highlighted in orange and includes the bridge itself and the surrounding regions of Marinette, Mill Valley, Sausalito, Tiburon, Sausalito, Concord, Clayton, Walnut Creek, and San Francisco. Major highways such as I-805, I-580, and I-5 are clearly marked. The map also shows the locations of various cities and towns, including Marinette, Mill Valley, Sausalito, Tiburon, Sausalito, Concord, Clayton, Walnut Creek, and San Francisco. The map is a detailed representation of the area, showing the proposed tolling area and the surrounding infrastructure.

The following indicates where most of our effort has been focused:

- Selecting and managing third-party environmental consultants who, under contract to LAFCo, prepare CEQA documents for projects which LAFCo has become Lead Agency (i.e., proposed expansion of the Spheres of Influence of the cities of Pittsburg and Antioch, the Contra Costa Water District and the Delta Diablo Sanitation District).
- Assisting on an update/revision of Contra Costa LAFCo's local policies and procedures for Sphere of Influence amendments and for LAFCo's requirements for CEQA compliance.
- Preparing addendums to a previously adopted CEQA documents to ensure that LAFCo issues are specifically addressed

In 2004 - 2005, prior to our work for Contra Costa LAFCo, we were selected by El Dorado LAFCo to manage the process for the proposed incorporation of El Dorado Hills as a new city. Incorporation proponents had become embroiled in arguments with LAFCo staff over various issues and the friction and distrust escalated to the point of the proponents filing a lawsuit against LAFCo.



Lamphier-Gregory was retained under the auspices of the Court as a neutral party to manage the process, oversee the preparation of the required comprehensive fiscal analysis and prepare an Environmental Impact Report (EIR) for compliance with CEQA. The incorporation process was successfully completed in time for the placement of the proposal on the upcoming ballot (June 2005) at which time the proposal was defeated.

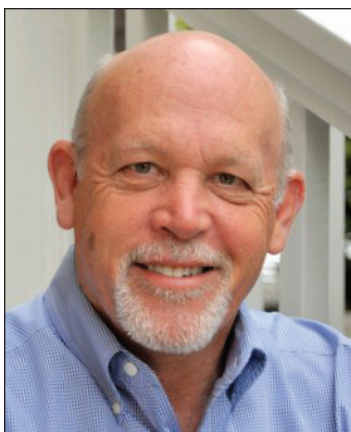
Marin LAFCo

Other LAFCo experience by Lamphier-Gregory includes work for Marin LAFCo in 1999 – 2000 where we provided assistance to LAFCo staff on a range of activities similar to our work for Contra Costa LAFCo, including:



Golden Gate National Seashore, Marin County

- Project Management and Coordination
- Interagency Coordination
- Data Collection
- CEQA Document reviews
- Mapping
- Planning and Environmental Analysis
- Public Workshops and Commission Hearings



Scott Gregory, President

sgregory@lamphier-gregory.com

Education

Master of Regional Planning
and Landscape Architecture,
University of Massachusetts,
Amherst – 1982

Bachelor of Environmental
Design, University of Colorado,
Boulder – 1980

Employment History

2007 – Present
President,
Lamphier-Gregory

1997 – 2007
Principal,
Lamphier-Gregory

1992 – 1997
The Planning Collaborative

1989 – 1992
Sedway Cooke Associates

1984 – 1992
Resource Concepts, Inc.
Carson City, Nevada

Mr. Gregory brings over 35 years of professional experience in the preparation of environmental documents, serving as environmental consultant to cities, counties, other governmental agencies and private developer clients. His wide range of environmental work has provided him with a high level of competency and knowledge of both the CEQA process and the substantive requirements of CEQA documents. Throughout his career, Mr. Gregory has developed a strong interest in working with communities to resolve complex land use and environmental issues.

Project Management

Mr. Gregory is especially adept at navigating the complexities of the CEQA process to achieve legal compliance, identify sound strategic approaches to the environmental review process, and meeting client objectives. His responsibilities at Lamphier-Gregory have included serving as Project Manager on a number of large projects with planning services budgets exceeding \$1 million. As Project Manager, Mr. Gregory's role has included managing overall schedules and budgets to ensure successful completion of planning and environmental review. He has also coordinated technical input from a variety of disciplines to ensure that these issues are adequately and appropriately addressed. As a Project Manager, Mr. Gregory essentially serves as an extension of the client's staff to advocate and/or represent the client's interests throughout the planning and environmental review process.

Representative Projects:

- Oakland Army Base Reuse Plan and Redevelopment Plan EIR, City of Oakland and the Oakland Base Reuse Authority
- Kaiser Oakland Medical Center and Replacement Hospital Project, and Alta Bates Summit Hospital Master Plan, City of Oakland
- Oak Knoll Mixed-Use Community Plan, Contract Planning Services, City of Oakland
- Genentech Master Plan and EIR, Genentech and City of South San Francisco

Preparation of Complex Environmental Documents

Mr. Gregory is skilled and experienced in preparing clear and concise environmental documents that communicate to technical audiences as well as public decision-makers and the community. Mr. Gregory has written numerous CEQA documents ranging from initial studies and negative declarations to complex combined EIR/EIS reports. His role has also required an ability to interpret technical details into easy to understand, publicly accessible and comprehensive documents that have enabled city councils, county supervisors and planning commissions to make informed decisions on proposed projects.

Representative Projects:

- Buena Vista Wind Energy Repowering Project EIR, County of Contra Costa
- West Oakland Specific Plan and EIR, and Coliseum Area Specific Plan and EIR, City of Oakland
- Napa Oaks Project EIR, City of Napa
- Contra Costa Comprehensive Transportation Plan EIR, Contra Costa Transportation Authority

P.O./Contract # _____

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

THIS AGREEMENT, made and entered into this XX day of XX 2021, by and between the ALAMEDA LOCAL AGENCY FORMATION COMMISSION, a public agency of the State of California, hereafter called the "Alameda LAFCo", and Lamphier Gregory, a business duly qualified in the State of California, whose principal place of business is 1944 Embarcadero, Oakland, CA 94606, hereafter called the "Contractor."

WITNESSETH

WHEREAS, the Alameda LAFCo desires to obtain Professional Planning Services on an as-needed basis as described in Exhibit A hereto ("Services"); and

WHEREAS, Contractor is professionally qualified to provide such services and is willing to provide same to Alameda LAFCo; and

NOW, THEREFORE, it is agreed that Alameda LAFCo does hereby retain Contractor to provide As-Needed Professional Planning Services, and Contractor accepts such engagement, on the terms and conditions hereinafter specified in this Agreement, the Additional provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements

CONTRACT PERIOD will be from March 15, 2021 through June 30, 2024. This Agreement may be extended for three additional one-year periods, 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 \$25,000 for the term of the current agreement, including all expenses and contingencies.

General Terms and Conditions, pages 3 through 11, 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

CONTRACTOR

By: _____
LAFCO EXECUTIVE OFFICER

Lamphier Gregory

By: _____

Title

Address

Tax Payer I.D. # _____

APPROVED AS TO FORM:

LAFCo LEGAL COUNSEL

I hereby certify under penalty of perjury that the Executive Officer of the Alameda LAFCo was duly authorized to execute this document on behalf of the Alameda LAFCo by a majority vote of the Commission on March 11, 2021; and that a copy has been delivered to the Chair as provided by Government Code Section 25103.

Date: _____

ATTEST:

LAFCo Clerk
Alameda LAFCo
County of Alameda
State of California

By: _____

General Terms and Conditions

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 the Alameda LAFCo maintain in force those insurance policies as designated in the attached Exhibit C, "Certificate of Insurance, Service Contracts," 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 the 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 the Alameda LAFCo by telephone. Contractor shall promptly submit to the Alameda LAFCo a written report, in such form as may be required by County 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 the 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 the Alameda LAFCo, and in accordance with this Agreement, Exhibit B.
 - 7. TRAVEL EXPENSES: Payment to Contractor for travel expenses will be made only upon the prior approval of the Alameda LAFCo and presentation of a proper invoice by Contractor 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 the Alameda LAFCo without prior consent of the Alameda LAFCo.
 - 9. CONFIDENTIALITY OF INFORMATION: Confidential information is defined as all information disclosed to Contractor which relates to the 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 the Alameda LAFCo all written or descriptive matter which contain any such confidential information.

10. **CONFLICT OF INTEREST:** No officer, member, or employee of the Alameda LAFCo and no member of their governing bodies 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, 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 planner 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 he/she/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 the 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 the Alameda LAFCo, Contractor shall provide the 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 the Alameda LAFCo.
14. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with 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 a LAFCo facility or work site, the Contractor within five days thereafter shall notify the head of the LAFCo department/agency for which the contract services are performed. 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 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. 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 hereunder 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 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 the 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, the 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 the 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 LAFCo approval of any substitution of the contractor. If the contractor has subcontractors, this requirement extends to the subcontractors as well.
20. **SUBCONTRACTORS:** Contractor shall identify and obtain LAFCo approval of all subcontractors. Nothing provided herein shall create any obligation on the part of the 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 the Alameda LAFCo. Approval by the Alameda LAFCo of any subcontractor shall not constitute a waiver of any right of the 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 the 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:** 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. The Alameda LAFCo may terminate at any time without notice upon material breach of the terms of this Agreement and/or in the event that the 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/Airborne/ United Parcel Service/DHL WorldWide Express) 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: Lamphier Gregory
 1944 Embarcadero
 Oakland, CA 94606

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 GENERAL TERMS AND CONDITIONS]

EXHIBIT A

EXHIBIT A – DEFINITION OF SERVICE

The scope of services for this agreement includes providing a range of *planning support services* in a timely manner to the Alameda Local Agency Formation Commission (LAFCo).

The Contractor will provide, as-needed the following services:

- Reviewing and assisting with the processing of LAFCo applications (e.g., changes of organization, reorganizations, consolidations, dissolutions, formations, incorporations, etc.), including reviewing, providing comments and recommendations, and assisting with preparation of staff reports.
- Coordinating with applicants, affected agencies, affected LAFCOs, and the public.
- Policy and procedures development and update, as needed.
- Review and analysis of housing, fiscal, infrastructure, water availability, and open space/agricultural land preservation and conservation issues.
- California Environmental Quality Act (CEQA):
 - Reviewing and providing comment on various environmental documents received by LAFCO (e.g., Notices of Preparation, Negative Declarations, and Environmental Impact Reports).
 - Preparing CEQA documents, including exemptions, initial studies, negative declarations, notices of preparation and completion, environmental impact reports, findings of fact and statements of overriding considerations, and National Environmental Policy Act (NEPA) reviews, as needed.
- Providing planning support and technical assistance with municipal service reviews and sphere of influence updates, as needed.
- Implementation of all aspects of LAFCo's policies and procedures working in cooperation with staff and Commissioners.
- Providing training, facilitation, public information workshops, negotiations, and conflict resolution, as needed.
- Presentations or staffing at public hearings, workshops and other public meetings.
- Attending LAFCo and other meetings, as needed.
- Providing related duties as determined by LAFCo.

Assigned Key Personnel: Scott Gregory, President

EXHIBIT B

EXHIBIT B – CONTRACT PAYMENT TERMS

Contracted Service:

1. The Alameda LAFCo will pay Contractor for services provided herein, upon submittal of an invoice and summary report of services performed pursuant to this agreement. All services will be performed at the direction of, and with the prior authorization of, the LAFCo Executive Officer. Invoices will be approved by the Alameda LAFCo Executive Officer.
2. LAFCo will reimburse Contractor for miscellaneous contract-related expenses including telephone, supplies, postage, printing, reproduction, travel, meeting and meals. In accordance with paragraph 7 of the General Terms and Conditions, travel costs must be pre-approved to receive reimbursement. Payments under the terms of this Agreement shall not exceed \$25,000. This amount includes all travel expenses and contingencies.
 - a. For the purposes hereof, the billing rates are as listed in the firm's proposal and shown below:

Scott Gregory, President: \$225/hour
3. Alameda LAFCo expects Contractor to cover all costs of professional development activities, training, and/or continuing education unless Alameda LAFCo requires such professional development activities, training and/or continuing education of Contractor or Contractor obtains prior written approval from LAFCo to incur the cost of such professional development activities, training and/or continuing education.
4. The term of this Agreement is March 15, 2021 through June 30, 2024.

EXHIBIT C

INSURANCE REQUIREMENTS

The Contractor shall be required to maintain at all times during the performance of the Agreement the following insurance coverage:

A. Commercial General Liability Insurance with a limit of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage, including contractual liability, personal injury, products and completed operations.

B. Personal Automobile Liability Insurance for owned, non-owned or hired automobiles with a combined single limit of not less than \$500,000 per occurrence.

C. Workers' Compensation & Employers Liability Insurance

If Contractor does not have any employees, the requirements for evidence of workers' compensation insurance is not necessary. Otherwise:

1. Workers' Compensation - Statutory Limits
2. Employers Liability Insurance - with a limit of not less than \$100,000 per employee.

D. Professional Liability with a limit of \$1,000,000 million per claim, and \$1,000,000 million aggregate.

E. Additional Insured Endorsement - The policy or policies providing insurance as required above, with the exception of personal automobile liability, professional liability, workers' compensation and employer's liability, shall be endorsed to include the Alameda LAFCo, Alameda County, their directors, officers and employees as Additional Insured's as respects work performed pursuant to or incidental to the Agreement.

F. Evidence of Insurance - Before commencing any operations under the Agreement, the Contractor shall furnish the Alameda LAFCo with a Certificate of Insurance and copies of all applicable endorsements evidencing compliance with the above insurance requirements and that such insurance will not be canceled without thirty (30) days advance written notice.

G. Duration of Insurance Coverage - All required insurance coverages shall be maintained during the entire term of the Agreement. Insurance coverage written on a claims-made basis shall be maintained during the entire term of the Agreement and further until at least 6 month(s) following termination and acceptance of all work under the Agreement, with the retroactive date of said insurance concurrent with the commencement of activities pursuant to this Agreement.

All required insurance shall be placed with insurers with a current A.M. Best's rating of no less than A: VII or equivalent, and with deductible amounts acceptable to the Alameda LAFCo.

EXHIBIT C

INSURANCE REQUIREMENTS

The Contractor shall be required to maintain at all times during the performance of the Agreement the following insurance coverage:

A. Commercial General Liability Insurance with a limit of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage, including contractual liability, personal injury, products and completed operations.

B. Personal Automobile Liability Insurance for owned, non-owned or hired automobiles with a combined single limit of not less than \$500,000 per occurrence.

C. Workers' Compensation & Employers Liability Insurance

If Contractor does not have any employees, the requirements for evidence of workers' compensation insurance is not necessary. Otherwise:

1. Workers' Compensation - Statutory Limits
2. Employers Liability Insurance - with a limit of not less than \$100,000 per employee.

D. Professional Liability with a limit of \$1,000,000 million per claim, and \$1,000,000 million aggregate.

E. Additional Insured Endorsement - The policy or policies providing insurance as required above, with
the exception of personal automobile liability, professional liability, workers' compensation and employer's liability, shall be endorsed to include the Alameda LAFCo, Alameda County, their directors, officers and employees as Additional Insured's as respects work performed pursuant to or incidental to the Agreement.

F. Evidence of Insurance - Before commencing any operations under the Agreement, the Contractor shall furnish the Alameda LAFCo with a Certificate of Insurance and copies of all applicable endorsements evidencing compliance with the above insurance requirements and that such insurance will not be canceled without thirty (30) days advance written notice.

G. Duration of Insurance Coverage - All required insurance coverages shall be maintained during the entire term of the Agreement. Insurance coverage written on a claims-made basis shall be maintained during the entire term of the Agreement and further until at least 6 month(s) following termination and acceptance of all work under the Agreement, with the retroactive date of said insurance concurrent with the commencement of activities pursuant to this Agreement.

All required insurance shall be placed with insurers with a current A.M. Best's rating of no less than A: VII or equivalent, and with deductible amounts acceptable to the Alameda LAFCo.

EXHIBIT C

INSURANCE REQUIREMENTS

The Contractor shall be required to maintain at all times during the performance of the Agreement the following insurance coverage:

A. Commercial General Liability Insurance with a limit of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage, including contractual liability, personal injury, products and completed operations.

B. Personal Automobile Liability Insurance for owned, non-owned or hired automobiles with a combined single limit of not less than \$500,000 per occurrence.

C. Workers' Compensation & Employers Liability Insurance

If Contractor does not have any employees, the requirements for evidence of workers' compensation insurance is not necessary. Otherwise:

1. Workers' Compensation - Statutory Limits
2. Employers Liability Insurance - with a limit of not less than \$100,000 per employee.

D. Professional Liability with a limit of \$1,000,000 million per claim, and \$1,000,000 million aggregate.

E. Additional Insured Endorsement - The policy or policies providing insurance as required above, with
the exception of personal automobile liability, professional liability, workers' compensation and employer's liability, shall be endorsed to include the Alameda LAFCo, Alameda County, their directors, officers and employees as Additional Insured's as respects work performed pursuant to or incidental to the Agreement.

F. Evidence of Insurance - Before commencing any operations under the Agreement, the Contractor shall furnish the Alameda LAFCo with a Certificate of Insurance and copies of all applicable endorsements evidencing compliance with the above insurance requirements and that such insurance will not be canceled without thirty (30) days advance written notice.

G. Duration of Insurance Coverage - All required insurance coverages shall be maintained during the entire term of the Agreement. Insurance coverage written on a claims-made basis shall be maintained during the entire term of the Agreement and further until at least 6 month(s) following termination and acceptance of all work under the Agreement, with the retroactive date of said insurance concurrent with the commencement of activities pursuant to this Agreement.

All required insurance shall be placed with insurers with a current A.M. Best's rating of no less than A: VII or equivalent, and with deductible amounts acceptable to the Alameda LAFCo.

P.O./Contract # _____

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

THIS AGREEMENT, made and entered into this XX day of XX 2021, by and between the ALAMEDA LOCAL AGENCY FORMATION COMMISSION, a public agency of the State of California, hereafter called the "Alameda LAFCo", and Lamphier Gregory, a business duly qualified in the State of California, whose principal place of business is 1944 Embarcadero, Oakland, CA 94606, hereafter called the "Contractor."

WITNESSETH

WHEREAS, the Alameda LAFCo desires to obtain professional consultation services to conduct a special study of LAFCO Review of Measure D as described in Exhibit A attached hereto ("Scope of Services");
and

WHEREAS, Contractor is professionally qualified to provide such services and is willing to provide same to Alameda LAFCo; and

NOW, THEREFORE, it is agreed that Alameda LAFCo does hereby retain Contractor to provide As-Needed Professional Planning Services, and Contractor accepts such engagement, on the terms and conditions hereinafter specified in this Agreement, the Additional provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements

CONTRACT PERIOD will be from March 15, 2021 through June 30, 2024. This Agreement may be extended for three additional one-year periods, 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 \$48,000 for the term of the current agreement, including all expenses and contingencies.

General Terms and Conditions, pages 3 through 11, 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

CONTRACTOR

By: _____
LAFCO EXECUTIVE OFFICER

Lamphier Gregory

By: _____

Title

Address

Tax Payer I.D. # _____

APPROVED AS TO FORM:

LAFCo LEGAL COUNSEL

I hereby certify under penalty of perjury that the Executive Officer of the Alameda LAFCo was duly authorized to execute this document on behalf of the Alameda LAFCo by a majority vote of the Commission on March 11, 2021; and that a copy has been delivered to the Chair as provided by Government Code Section 25103.

Date: _____

ATTEST:

Alameda LAFCo
County of Alameda
State of California

By: _____

General Terms and Conditions

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 the Alameda LAFCo maintain in force those insurance policies as designated in the attached Exhibit C, "Certificate of Insurance, Service Contracts," 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 the 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 the Alameda LAFCo by telephone. Contractor shall promptly submit to the Alameda LAFCo a written report, in such form as may be required by County 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 the 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 the Alameda LAFCo, and in accordance with this Agreement, Exhibit B.
 - 7. TRAVEL EXPENSES: Payment to Contractor for travel expenses will be made only upon the prior approval of the Alameda LAFCo and presentation of a proper invoice by Contractor 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 the Alameda LAFCo without prior consent of the Alameda LAFCo.
 - 9. CONFIDENTIALITY OF INFORMATION: Confidential information is defined as all information disclosed to Contractor which relates to the 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 the Alameda LAFCo all written or descriptive matter which contain any such confidential information.

10. **CONFLICT OF INTEREST:** No officer, member, or employee of the Alameda LAFCo and no member of their governing bodies 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, 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 planner 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 he/she/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 the 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 the Alameda LAFCo, Contractor shall provide the 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 the Alameda LAFCo.
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16. **TIME IS OF THE ESSENCE** in each and all 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.
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19. **KEY PERSONNEL:** Contractor shall identify key personnel assigned to perform services in Exhibit A and obtain LAFCo approval of any substitution of the contractor. If the contractor has subcontractors, this requirement extends to the subcontractors as well.
20. **SUBCONTRACTORS:** Contractor shall identify and obtain LAFCo approval of all subcontractors. Nothing provided herein shall create any obligation on the part of the 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 the Alameda LAFCo. Approval by the Alameda LAFCo of any subcontractor shall not constitute a waiver of any right of the 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 the 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:** 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. The Alameda LAFCo may terminate at any time without notice upon material breach of the terms of this Agreement and/or in the event that the 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/Airborne/ United Parcel Service/DHL WorldWide Express) 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: Lamphier Gregory
 1944 Embarcadero
 Oakland, CA 94606

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 GENERAL TERMS AND CONDITIONS]

EXHIBIT A**EXHIBIT A – DEFINITION OF SERVICE**

In response to the Alameda LAFCo Commission's adoption of their amended study schedule; a decision was made to explore the impacts of Measure D on agricultural lands and open space.

Scott Gregory, of Lamphier Gregory will serve as the as key person, to conduct a study and review of Measure D and provide a report to the Commission setting out his findings.

TASK 1: EVALUATION OF MEASURE D EFFECTIVENESS

Lamphier-Gregory and Economic Planning Systems (EPS) will work with LAFCo staff to identify a list of criteria to establish a benchmark of how effective Measure D has been in ensuring efficient municipal services, balancing infrastructure needs for sustainable growth, and conserving the environment and public resources such as prime agricultural land and open space land. We assume that these criteria may include:

- ☐ How much prime agricultural land and important open space has been lost in unincorporated East County since implementation of Measure D?
- ☐ How many extensions of municipal services (e.g., service district annexations) have been requested and/or approved in unincorporated East County since implementation of Measure D?
- ☐ Has Measure D's intent for city-centered growth within the established Urban Growth Boundary accommodated the need for sustainable growth?

TASK 2: EVALUATION OF MEASURE D EFFECTS ON AGRICULTURAL BUSINESS

Lamphier-Gregory and EPS will work with LAFCo staff to identify a list of criteria to establish a benchmark of how Measure D has affected agricultural businesses that rely on the County's agricultural lands (i.e., has the land been preserved at the expense of the agricultural businesses that rely on this prime agricultural land?)

TASK 3: COMPARISON OF MEASURE D REGULATIONS WITH OTHER COUNTIES

Lamphier-Gregory will work with LAFCo staff to identify a list of criteria to establish a benchmark of how those zoning regulations that apply to development and use of the unincorporated East County lands designated as Agriculture and Resource Management pursuant to Measure D, compare to similar zoning regulations of other Bay Area counties. or purposes of this study, we have assumed this comparative assessment will include three other Bay Area counties of Napa, Sonoma and Contra Costa. However, this comparisons could be expanded to all nine Bay Area counties, or could include other important wine and agriculture-based counties such as San Luis Obispo, Amador, San Joaquin and/or Stanislaus.

TASK 4: IDENTIFICATION OF KEY ISSUES

Building off of the results of Task 3, EPS will select key differences between Alameda County's Measure D and comparable measures in other Bay Area counties, and evaluate the opportunity costs from a land use and economic perspective. Up to seven interviews with Alameda County stakeholders, including landowners and business operators, will be used to identify the extent to which Measure D may be restricting business growth/expansion that is otherwise consistent with Measure D objectives. EPS also will interview similar types of landowners/business owners in other counties (up to three) in an effort to understand how their business would be impacted if their land was subject to Alameda County's Measure

D requirements. These series of interviews will allow Alameda LAFCo to pinpoint the most critical issues for subsequent Phase II analysis (if Alameda LAFCo decides to continue to this subsequent phase).

Phase II: Economic Analysis

Should Alameda LAFCo decide to move forward with Phase II work, Lamphier-Gregory and EPS would examine how potential changes to Measure D may or may not support LAFCo's mission to ensure efficient municipal services, balance infrastructure needs for sustainable growth, and conserve the environment and public resources such as prime agricultural and open space land. We would seek to identify answers to the following types of questions:

Assigned Key Personal:

Scott Gregory, President, Lamphier-Gregory
Ashleigh Kanat, Principal, Economic Planning Systems
Tiefion Rice-Evans, Managing Principal, Economic Planning Systems
Ashley Boots, Associate, Economic Planning Systems

PROJECT TIMELINE

Lamphier-Gregory with the use of subcontractor, Economic Planning Systems shall perform the services required under this Agreement in accordance with an estimated ten-week timeline beginning from date of contract approval. Upon contract execution, all parties listed under the contract will meet to establish a milestone schedule.

The parties anticipate the project will be substantially completed, meaning that a draft report will be submitted to LAFCo staff, by July 1, 2021 at the latest. The timeline is subject to modification by mutual written agreement of the Lamphier-Gregory and Economic Planning Systems and the LAFCo Executive Officer.

Parties agree that the presentation of the report to Alameda LAFCo Commission will occur after the report has been finalized and it will be scheduled at the next available regular LAFCo meeting in 2021.

EXHIBIT B

EXHIBIT B – CONTRACT PAYMENT TERMS

1. The Alameda LAFCo will pay Lamphier-Gregory for services provided in accordance with this agreement, upon submittal of invoices which includes a summary of services performed. All services will be performed at the direction of, and with the prior authorization of, the LAFCo Executive Officer. Invoices will be approved by the Alameda LAFCo Executive Officer based on work completed.
2. Phase 1 of work is based on time and materials estimate with a total not-to-exceed budget of \$48,000. This budget estimate includes \$18,000 for the subcontractor, Economic Planning Systems' work pursuant to Tasks 2 and 4 (above), and \$30,000 for Lamphier-Gregory's work pursuant to Tasks 1 and 3 (above), as well as overall project management efforts and final presentation of the results of analyses to Alameda LAFCo staff and Commission. Lamphier-Gregory and Economic Planning Systems will bill only for work completed, and any remaining budget not needed for this study will not be invoiced.
3. Payments under the terms of this Agreement shall not exceed \$48,000. This amount includes: one revised draft in response to LAFCo staff review, attendance at one LAFCo hearing, all travel expenses, contingencies, and other miscellaneous expenses.
4. The term of this Agreement is March 15, 2021 through June 30, 2024.

EXHIBIT C INSURANCE REQUIREMENTS

The Contractor shall be required to maintain at all times during the performance of the Agreement the following insurance coverage:

A. Commercial General Liability Insurance with a limit of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage, including contractual liability, personal injury, products and completed operations.

B. Personal Automobile Liability Insurance for owned, non-owned or hired automobiles with a combined single limit of not less than \$500,000 per occurrence.

C. Workers' Compensation & Employers Liability Insurance

If Contractor does not have any employees, the requirements for evidence of workers' compensation insurance is not necessary. Otherwise:

1. Workers' Compensation - Statutory Limits
2. Employers Liability Insurance - with a limit of not less than \$100,000 per employee.

D. Professional Liability with a limit of \$1,000,000 million per claim, and \$1,000,000 million aggregate.

E. Additional Insured Endorsement - The policy or policies providing insurance as required above, with the exception of personal automobile liability, professional liability, workers' compensation and employer's liability, shall be endorsed to include the Alameda LAFCo, Alameda County, their directors, officers and employees as Additional Insured's as respects work performed pursuant to or incidental to the Agreement.

F. Evidence of Insurance - Before commencing any operations under the Agreement, the Contractor shall furnish the Alameda LAFCo with a Certificate of Insurance and copies of all applicable endorsements evidencing compliance with the above insurance requirements and that such insurance will not be canceled without thirty (30) days advance written notice.

G. Duration of Insurance Coverage - All required insurance coverages shall be maintained during the entire term of the Agreement. Insurance coverage written on a claims-made basis shall be maintained during the entire term of the Agreement and further until at least 6 month(s) following termination and acceptance of all work under the Agreement, with the retroactive date of said insurance concurrent with the commencement of activities pursuant to this Agreement.

All required insurance shall be placed with insurers with a current A.M. Best's rating of no less than A: VII or equivalent, and with deductible amounts acceptable to the Alameda LAFCo.

EXHIBIT C

INSURANCE REQUIREMENTS

The Contractor shall be required to maintain at all times during the performance of the Agreement the following insurance coverage:

A. Commercial General Liability Insurance with a limit of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage, including contractual liability, personal injury, products and completed operations.

B. Personal Automobile Liability Insurance for owned, non-owned or hired automobiles with a combined single limit of not less than \$500,000 per occurrence.

C. Workers' Compensation & Employers Liability Insurance

If Contractor does not have any employees, the requirements for evidence of workers' compensation insurance is not necessary. Otherwise:

1. Workers' Compensation - Statutory Limits
2. Employers Liability Insurance - with a limit of not less than \$100,000 per employee.

D. Professional Liability with a limit of \$1,000,000 million per claim, and \$1,000,000 million aggregate.

E. Additional Insured Endorsement - The policy or policies providing insurance as required above, with
the exception of personal automobile liability, professional liability, workers' compensation and employer's liability, shall be endorsed to include the Alameda LAFCo, Alameda County, their directors, officers and employees as Additional Insured's as respects work performed pursuant to or incidental to the Agreement.

F. Evidence of Insurance - Before commencing any operations under the Agreement, the Contractor shall furnish the Alameda LAFCo with a Certificate of Insurance and copies of all applicable endorsements evidencing compliance with the above insurance requirements and that such insurance will not be canceled without thirty (30) days advance written notice.

G. Duration of Insurance Coverage - All required insurance coverages shall be maintained during the entire term of the Agreement. Insurance coverage written on a claims-made basis shall be maintained during the entire term of the Agreement and further until at least 6 month(s) following termination and acceptance of all work under the Agreement, with the retroactive date of said insurance concurrent with the commencement of activities pursuant to this Agreement.

All required insurance shall be placed with insurers with a current A.M. Best's rating of no less than A: VII or equivalent, and with deductible amounts acceptable to the Alameda LAFCo.

EXHIBIT C

INSURANCE REQUIREMENTS

The Contractor shall be required to maintain at all times during the performance of the Agreement the following insurance coverage:

A. Commercial General Liability Insurance with a limit of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage, including contractual liability, personal injury, products and completed operations.

B. Personal Automobile Liability Insurance for owned, non-owned or hired automobiles with a combined single limit of not less than \$500,000 per occurrence.

C. Workers' Compensation & Employers Liability Insurance

If Contractor does not have any employees, the requirements for evidence of workers' compensation insurance is not necessary. Otherwise:

1. Workers' Compensation - Statutory Limits
2. Employers Liability Insurance - with a limit of not less than \$100,000 per employee.

D. Professional Liability with a limit of \$1,000,000 million per claim, and \$1,000,000 million aggregate.

E. Additional Insured Endorsement - The policy or policies providing insurance as required above, with
the exception of personal automobile liability, professional liability, workers' compensation and employer's liability, shall be endorsed to include the Alameda LAFCo, Alameda County, their directors, officers and employees as Additional Insured's as respects work performed pursuant to or incidental to the Agreement.

F. Evidence of Insurance - Before commencing any operations under the Agreement, the Contractor shall furnish the Alameda LAFCo with a Certificate of Insurance and copies of all applicable endorsements evidencing compliance with the above insurance requirements and that such insurance will not be canceled without thirty (30) days advance written notice.

G. Duration of Insurance Coverage - All required insurance coverages shall be maintained during the entire term of the Agreement. Insurance coverage written on a claims-made basis shall be maintained during the entire term of the Agreement and further until at least 6 month(s) following termination and acceptance of all work under the Agreement, with the retroactive date of said insurance concurrent with the commencement of activities pursuant to this Agreement.

All required insurance shall be placed with insurers with a current A.M. Best's rating of no less than A: VII or equivalent, and with deductible amounts acceptable to the Alameda LAFCo.

P.O./Contract # _____

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

THIS AGREEMENT, made and entered into this XX day of XX 2021, by and between the ALAMEDA LOCAL AGENCY FORMATION COMMISSION, a public agency of the State of California, hereafter called the "Alameda LAFCo", and Lamphier Gregory, a business duly qualified in the State of California, whose principal place of business is 1944 Embarcadero, Oakland, CA 94606, hereafter called the "Contractor."

WITNESSETH

WHEREAS, the Alameda LAFCo desires to obtain professional consultation services to conduct a special study of LAFCO Review of the South Livermore Valley Area Plan as described in Exhibit A attached hereto ("Scope of Services"); and

WHEREAS, Contractor is professionally qualified to provide such services and is willing to provide same to Alameda LAFCo; and

NOW, THEREFORE, it is agreed that Alameda LAFCo does hereby retain Contractor to provide As-Needed Professional Planning Services, and Contractor accepts such engagement, on the terms and conditions hereinafter specified in this Agreement, the Additional provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements

CONTRACT PERIOD will be from March 15, 2021 through June 30, 2024. This Agreement may be extended for three additional one-year periods, 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 \$30,000 for the term of the current agreement, including all expenses and contingencies.

General Terms and Conditions, pages 3 through 11, 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

CONTRACTOR

By: _____
LAFCO EXECUTIVE OFFICER

Lamphier Gregory

By: _____

Title

Address

Tax Payer I.D. # _____

APPROVED AS TO FORM:

LAFCo LEGAL COUNSEL

I hereby certify under penalty of perjury that the Executive Officer of the Alameda LAFCo was duly authorized to execute this document on behalf of the Alameda LAFCo by a majority vote of the Commission on March 11, 2021; and that a copy has been delivered to the Chair as provided by Government Code Section 25103.

Date: _____

ATTEST:

Alameda LAFCo
County of Alameda
State of California

By: _____

General Terms and Conditions

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 the Alameda LAFCo maintain in force those insurance policies as designated in the attached Exhibit C, "Certificate of Insurance, Service Contracts," 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 the 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 the Alameda LAFCo by telephone. Contractor shall promptly submit to the Alameda LAFCo a written report, in such form as may be required by County 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 the 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 the Alameda LAFCo, and in accordance with this Agreement, Exhibit B.
 - 7. TRAVEL EXPENSES: Payment to Contractor for travel expenses will be made only upon the prior approval of the Alameda LAFCo and presentation of a proper invoice by Contractor 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 the Alameda LAFCo without prior consent of the Alameda LAFCo.
 - 9. CONFIDENTIALITY OF INFORMATION: Confidential information is defined as all information disclosed to Contractor which relates to the 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 the Alameda LAFCo all written or descriptive matter which contain any such confidential information.

10. **CONFLICT OF INTEREST:** No officer, member, or employee of the Alameda LAFCo and no member of their governing bodies 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, 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 planner 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 he/she/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 the 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 the Alameda LAFCo, Contractor shall provide the 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 the Alameda LAFCo.
14. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with 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 a LAFCo facility or work site, the Contractor within five days thereafter shall notify the head of the LAFCo department/agency for which the contract services are performed. 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 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. 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 hereunder 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 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 the 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, the 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 the 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 LAFCo approval of any substitution of the contractor. If the contractor has subcontractors, this requirement extends to the subcontractors as well.
20. **SUBCONTRACTORS:** Contractor shall identify and obtain LAFCo approval of all subcontractors. Nothing provided herein shall create any obligation on the part of the 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 the Alameda LAFCo. Approval by the Alameda LAFCo of any subcontractor shall not constitute a waiver of any right of the 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 the 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:** 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. The Alameda LAFCo may terminate at any time without notice upon material breach of the terms of this Agreement and/or in the event that the 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/Airborne/ United Parcel Service/DHL WorldWide Express) 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: Lamphier Gregory
 1944 Embarcadero
 Oakland, CA 94606

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 GENERAL TERMS AND CONDITIONS]

EXHIBIT A**EXHIBIT A – DEFINITION OF SERVICE**

In response to the Alameda LAFCo Commission’s adoption of their amended study schedule; a decision was made to review and examine the relative success of the County’s South Livermore Valley Area Plan and the interrelated City of Livermore’s South Livermore Valley Specific Plan and provide possible recommendations as to the current growth management needs of the region moving forward.

Scott Gregory, of Lamphier Gregory will serve as the as key person, to conduct a study and review of the South Livermore Valley Area Plan and provide a report to the Commission setting out his findings.

Lamphier-Gregory’s Proposed Scope**Task #1: Retrospective Review of LAFCo’s Mission Issues**

Lamphier-Gregory is prepared to initiate this special study on behalf of LAFCo. We envision our product to be a report similar to the 2011 Report prepared by the Livermore Community Development Director, itemizing achievements and changes of importance to LAFCo’s interests that have occurred in the South Livermore Valley since approval of the SLVAP, such as:

- ☐ The status of vineyard acreage and number of wineries in South Livermore as of year 2020, compared to year 1993

Lamphier-Gregory Proposal – SLVAP

- ☐ Acres of permanent open space and agricultural lands preserved in conservation easements and/or land trusts in South Livermore in 2020, as compared to year 1993
- ☐ Acres of annexations into the City of Livermore as of 2020, as compared to year 1993
- ☐ Acres of land in South Livermore with municipal service agreements for sewer and other services in 2020, compared to year 1993, and
- ☐ Requests of LAFCo to consider changes in Spheres of influence changes, or municipal service boundary adjustments, based on increased demand since 1993

Lamphier-Gregory anticipates that these LAFCo perspectives on the relative success of the SLVAP will also serve to highlight current and emerging issues, specifically related to potential extension of municipal services (especially sewer service), agricultural land preservation and other potential jurisdictional annexations.

Task #2: LAFCo’s Planning Representative

Lamphier-Gregory also believe that, much like the original 1993 SLVAP, LAFCo’s partnership with a multi-party stakeholders group (i.e., Alameda County, the City of Livermore, the Tri-Valley Conservancy, Livermore Valley Winegrowers Association, Visit Tri-Valley, the Sierra Club and the Greenbelt Alliance) would best serve all interests, have a better chance of finding consensus, and potentially lead to 25 more years of stability and clear expectation for the South Livermore Valley. Depending on the results of our initial retrospective review of issues critical to LAFCo’s mission, Lamphier-Gregory is prepared to serve as LAFCo’s consultant planner, to (similar to the Tri-Valley Conservancy’s offer) “stand ready to contribute” to a comprehensive retrospective study by serving as LAFCo’s representative in a partnership effort with other organizations.

Assigned Key Personal:

Scott Gregory, President, Lamphier-Gregory

PROJECT TIMELINE

Lamphier-Gregory shall perform the services required under this Agreement in accordance with an estimated ten-week timeline beginning from date of contract approval. Upon contract execution, all parties listed under the contract will meet to establish a milestone schedule.

The parties anticipate the project will be substantially completed, meaning that a draft report will be submitted to LAFCo staff, by July 1, 2021 at the latest. The timeline is subject to modification by mutual written agreement of the Lamphier-Gregory and the LAFCo Executive Officer.

Parties agree that the presentation of the report to Alameda LAFCo Commission will occur after the report has been finalized and it will be scheduled at the next available regular LAFCo meeting in 2021.

EXHIBIT B

EXHIBIT B – CONTRACT PAYMENT TERMS

1. The Alameda LAFCo will pay Lamphier-Gregory for services provided in accordance with this agreement, upon submittal of invoices which includes a summary of services performed. All services will be performed at the direction of, and with the prior authorization of, the LAFCo Executive Officer. Invoices will be approved by the Alameda LAFCo Executive Officer based on work completed.
2. Lamphier-Gregory's proposed budget for our review of LAFCo's mission-issues as to achievements and changes pursuant to the South Livermore Valley Area Plan is based on a time and materials estimate with a total not-to-exceed budget of \$30,000, including research, report preparation and project management efforts, and presentation of the results of our analyses to Alameda LAFCo staff and Commission. Lamphier-Gregory will bill only for work completed, and any remaining budget not needed for this study will not be invoiced.
3. Payments under the terms of this Agreement shall not exceed \$30,000. This amount includes: one revised draft in response to LAFCo staff review, attendance at one LAFCo hearing, all travel expenses, contingencies, and other miscellaneous expenses.
4. The term of this Agreement is March 15, 2021 through June 30, 2024.

EXHIBIT C INSURANCE REQUIREMENTS

The Contractor shall be required to maintain at all times during the performance of the Agreement the following insurance coverage:

A. Commercial General Liability Insurance with a limit of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage, including contractual liability, personal injury, products and completed operations.

B. Personal Automobile Liability Insurance for owned, non-owned or hired automobiles with a combined single limit of not less than \$500,000 per occurrence.

C. Workers' Compensation & Employers Liability Insurance

If Contractor does not have any employees, the requirements for evidence of workers' compensation insurance is not necessary. Otherwise:

1. Workers' Compensation - Statutory Limits
2. Employers Liability Insurance - with a limit of not less than \$100,000 per employee.

D. Professional Liability with a limit of \$1,000,000 million per claim, and \$1,000,000 million aggregate.

E. Additional Insured Endorsement - The policy or policies providing insurance as required above, with the exception of personal automobile liability, professional liability, workers' compensation and employer's liability, shall be endorsed to include the Alameda LAFCo, Alameda County, their directors, officers and employees as Additional Insured's as respects work performed pursuant to or incidental to the Agreement.

F. Evidence of Insurance - Before commencing any operations under the Agreement, the Contractor shall furnish the Alameda LAFCo with a Certificate of Insurance and copies of all applicable endorsements evidencing compliance with the above insurance requirements and that such insurance will not be canceled without thirty (30) days advance written notice.

G. Duration of Insurance Coverage - All required insurance coverages shall be maintained during the entire term of the Agreement. Insurance coverage written on a claims-made basis shall be maintained during the entire term of the Agreement and further until at least 6 month(s) following termination and acceptance of all work under the Agreement, with the retroactive date of said insurance concurrent with the commencement of activities pursuant to this Agreement.

All required insurance shall be placed with insurers with a current A.M. Best's rating of no less than A: VII or equivalent, and with deductible amounts acceptable to the Alameda LAFCo.

EXHIBIT C

INSURANCE REQUIREMENTS

The Contractor shall be required to maintain at all times during the performance of the Agreement the following insurance coverage:

A. Commercial General Liability Insurance with a limit of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage, including contractual liability, personal injury, products and completed operations.

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E. Additional Insured Endorsement - The policy or policies providing insurance as required above, with
the exception of personal automobile liability, professional liability, workers' compensation and employer's liability, shall be endorsed to include the Alameda LAFCo, Alameda County, their directors, officers and employees as Additional Insured's as respects work performed pursuant to or incidental to the Agreement.

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All required insurance shall be placed with insurers with a current A.M. Best's rating of no less than A: VII or equivalent, and with deductible amounts acceptable to the Alameda LAFCo.

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D. Professional Liability with a limit of \$1,000,000 million per claim, and \$1,000,000 million aggregate.

E. Additional Insured Endorsement - The policy or policies providing insurance as required above, with
the exception of personal automobile liability, professional liability, workers' compensation and employer's liability, shall be endorsed to include the Alameda LAFCo, Alameda County, their directors, officers and employees as Additional Insured's as respects work performed pursuant to or incidental to the Agreement.

F. Evidence of Insurance - Before commencing any operations under the Agreement, the Contractor shall furnish the Alameda LAFCo with a Certificate of Insurance and copies of all applicable endorsements evidencing compliance with the above insurance requirements and that such insurance will not be canceled without thirty (30) days advance written notice.

G. Duration of Insurance Coverage - All required insurance coverages shall be maintained during the entire term of the Agreement. Insurance coverage written on a claims-made basis shall be maintained during the entire term of the Agreement and further until at least 6 month(s) following termination and acceptance of all work under the Agreement, with the retroactive date of said insurance concurrent with the commencement of activities pursuant to this Agreement.

All required insurance shall be placed with insurers with a current A.M. Best's rating of no less than A: VII or equivalent, and with deductible amounts acceptable to the Alameda LAFCo.

AGENDA REPORT

March 11, 2021

Item No. 9

TO: Alameda Commissioners

FROM: Rachel Jones, Executive Officer
Ad Hoc Selection Committee (Commissioners Johnson and Vonheeder-Leopold)

SUBJECT: **Contract Award |**
Fire Protection and Emergency Services Municipal Service Review

The Alameda Local Agency Formation Commission (LAFCO) will consider awarding a service contract to PCA and Berkson Associates to perform work associated with LAFCO's Fire Protection and Emergency Medical Services Municipal Service Review and relevant sphere of influence updates, for the contract period of twelve months, starting in April or May 2021; in an amount not to exceed \$99,710. Staff recommends approval.

Background

Alameda LAFCO's workplan for the FY 2020-2021 includes an objective to complete a fire protection and emergency medical services municipal service review (MSR), and update, where necessary, any related spheres of influence (SOI) of the affected local agencies. Proposals for a consultant to conduct the MSR were received and reviewed, and the firms were subsequently interviewed by the LAFCO Ad Hoc Selection Committee.

Selection Process

The Requests for Proposals (RFP) calling for bids from experienced consultants to assist Alameda LAFCO with the preparation of the subject MSR and SOI updates, was issued on January 18, 2021. The deadline to receive proposals was February 19, 2021. LAFCO compiled a list of potential bidders with the help of recommendations from other LAFCO agencies and the California Association of Local Agency Formation Commissions (CALAFCO) to distribute the RFP. The RFP was electronically sent to 30 firms and posted on the Alameda LAFCO and CALAFCO websites for approximately 30 days.

An Ad Hoc Selection Committee was formed to review, and screen written proposals, conduct interviews, and develop a recommendation. The Committee was comprised of Commissioners Ralph Johnson, Georgean Vonheeder-Leopold and Executive Officer, Rachel Jones.

LAFCO received proposals from two firms. Based on the review of the written proposals, the Committee interviewed the two firms and they were the following:

- RSG
- PCA and Berkson Associates

Administrative Office

Rachel Jones, Executive Officer
224 West Winton Avenue, Suite 110
Hayward, California 94544
T: 510.670.6267
www.acgov.org/lafco

David Haubert, Regular
County of Alameda

Nate Miley, Regular
County of Alameda

Wilma Chan, Alternate
County of Alameda

Bob Woerner, Regular
City of Livermore

Karla Brown, Regular
City of Pleasanton

Melissa Hernandez, Alt.
City of Dublin

Ralph Johnson, Regular
Castro Valley Sanitary District

Ayn Wieskamp, Regular
East Bay Regional Park District

Geogean Vonheeder-Leopold, Alternate
Dublin San Ramon Services District

Sblend Sblendorio, Regular
Public Member

Vacant Seat, Alternate
Public Member

The Committee conducted interviews on March 2, 2021 remotely through a video-conferencing service. The interviews were structured with questions designed to gauge the consultants' understanding of SOIs and MSRs, approach to conducting required tasks, experience and familiarity with LAFCO, qualifications of personnel assigned to the project, and other factors to determine the ability of the firm to successfully complete the required MSR.

The firm PCA and Berkson Associates is recommended to the Commission for the reasons including, but not limited to, the following:

- The proposal presents a highly qualified team with extensive experience in conducting SOI updates and MSRs.
- The proposed methodology and level of experience indicates that work will be implemented in a timely manner.
- The team members have significant experience in project management, municipal services, working with public agencies, and public processes.
- The team has sufficient experience with fire protection districts and Alameda County
- The firm has worked with several LAFCOs.
- The proposal presents a comprehensive scope of work and timeline.

Financing

Adequate funding is included in the FY 2020-2021 and 2021-2022 budgets to cover costs associated with these consulting services.

Alternatives for Action

The following alternatives are available to the Commission:

Alternative One (Recommended):

Award a service contract to PCA and Berkson Associates to conduct Alameda LAFCO's Municipal Service Review on Fire Protection and Emergency Medical Services and related SOI updates for the contract period of approximately 12 months, starting April or May of 2021; in an amount not to exceed \$99,710; and

Authorize the Executive Officer to finalize contract negotiations and execute the consulting contract with PCA and Berkson Associates with the advise of Alameda LAFCO Legal Counsel.

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.

Respectfully,

A handwritten signature in blue ink, appearing to read "Rachel Jones", with a stylized flourish at the end.

Rachel Jones
Executive Officer

Attachments: Draft Contract

DRAFT-DRAFT- DRAFT- DRAFT

Page 1 of 11

P.O./Contract # _____

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

THIS AGREEMENT, made and entered into this ___ day of _____, by and between the ALAMEDA LOCAL AGENCY FORMATION COMMISSION, a public agency of the State of California, hereafter called the "Alameda LAFCo", and PCA, LLC., a business duly qualified in the State of California, whose principal place of business is 5050 Laguna Blvd., #112-711, Elk Grove, CA 95758, hereafter called the "Contractor."

WITNESS ETH

WHEREAS, the Alameda LAFCo desires to obtain professional consulting services related to completion of the State-mandated sphere of influence updates and municipal service reviews for fire protection and emergency medical services as described in Exhibit A hereto ("Services"); 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.

WHEREAS, the Alameda LAFCo has authorized its Executive Officer to execute a contract with the selected Contractor.

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, the Additional provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition/Scope of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements

CONTRACT PERIOD will be from April 1, 2021 through April 30, 2022. This Agreement may be extended for an additional six month period, 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 \$99,710 for the term of the current agreement, including all expenses and contingencies.

ADDITIONAL PROVISIONS, pages 3 through 11, 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

CONTRACTOR

By: _____
Rachel Jones
LAFCO EXECUTIVE OFFICER

CONTRACTOR

By: _____

Title

Address

Tax Payer I.D. # _____

APPROVED AS TO FORM:

Andrew Massey
LAFCo LEGAL COUNSEL

I hereby certify under penalty of perjury that the Executive Officer of the Alameda LAFCo was duly authorized to execute this document on behalf of the Alameda LAFCo by a majority vote of the Commission on May 8, 2018; and that a copy has been delivered to the Chair as provided by Government Code Section 25103.

Date: _____

ATTEST:

Alameda LAFCo
County of Alameda
State of California

By: _____

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. 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.
8. 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.
9. 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.

10. **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.
11. **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.
12. **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.
13. **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.

14. **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.
15. **TIME IS OF THE ESSENCE** in each and all of the provisions of this agreement.
16. **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.
17. **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.
18. **KEY PERSONNEL:** Contractor shall identify himself as key personnel assigned to perform services in Exhibit A and obtain Alameda LAFCo approval of any substitution by the Contractor of key personnel.
19. **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.

20. **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.
21. **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.
22. **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.
23. **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.
24. **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.
25. **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 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 1221 Oak Street, Room 555 Oakland, CA 94612
To Contractor:	PCA 5050 Laguna Blvd, #112-711, Elk Grove, CA 95758

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 ADDITIONAL PROVISIONS]

EXHIBIT AEXHIBIT A – DEFINITION OF SERVICE

PCA with subcontractor, Berkson Associates, will prepare a Municipal Service Review (MSR) for Fire Protection and Emergency Medical Services, along with information and analysis necessary for LAFCo to update the spheres of influence (SOIs) for the subject local agencies covered in the MSR. The MSR will be prepared in accordance with California Government Code §56430 and Alameda LAFCo policies and procedures. In addition to reviewing the relevant public agencies, the scope of work may involve reviewing private service providers or other service providers not subject to LAFCo review to the extent they relate to the overall provision of the municipal services under review. All work products are to be prepared in Word and Excel formats. Consultant will provide LAFCo with electronic copies of the report; one camera-ready copy for publication must be provided if requested.

General Scope-of-Work and Task Outline is proposed as follows:

Milestone	Date
Task 1: Data Collection and Review	
Kickoff Meeting	4/9/21
Website and document review	4/23/21
Send initial RFI	4/27/21
Receive RFI responses from agencies	5/18/21
Phone interviews	Continuous
Analysis and drafting of agency chapters	5/18/21-9/18/21
Send chapters to agencies for review	Continuous
Drafting determinations	10/1/21
Task 2: Administrative Draft MSR	
Receive reviewed chapters from agencies	10/1/21
Address agency corrections and draft Overview	10/15/21
Administrative Draft MSR to LAFCO staff	10/22/21
Receive comments from LAFCO staff	11/19/21
Incorporate comments from LAFCO staff	12/10/21
Task 3: Public Review Draft MSR	
Release MSR for public review	12/10/21
Presentation at LAFCO meeting	1/13/22
Public comment period ends	1/13/22
Task 4: Final MSR	
Address public and Commission comments	2/11/22
Release of Draft Final	2/11/22
Presentation of Final Draft at LAFCO meeting	3/10/22
Finalize MSR and send to LAFCO	3/17/22

EXHIBIT B

EXHIBIT B – CONTRACT PAYMENT TERMS

Contracted Service:

1. The Alameda LAFCo will pay Contractor for services provided herein, upon submittal of an invoice and summary report of services performed pursuant to this agreement. All services will be performed at the direction of, and with the prior authorization of, the LAFCo Executive Officer. Invoices will be approved by the Alameda LAFCo Executive Officer. Payments under the terms of this Agreement shall not exceed \$99,710. This amount includes all administrative expenses and costs, travel expenses and contingencies. For the purposes assigned in the proposal, the billing rates are as listed in the firm's proposal and shown below:

Jennifer Stephenson, Principal: \$155 /hour

Oxana Wolfson, Principal: \$155/hour

Jill Hetland, Research Assistant: \$50/hour

Richard Berkson, Principal: \$235 /hour

Dennis Miller, GIS Specialist: \$60/hr

2. Alameda LAFCo expects Contractor to cover all costs of professional development activities, training, and/or continuing education unless Alameda LAFCo requires such professional development activities, training and/or continuing education of Contractor or Contractor obtains prior written approval from LAFCo to incur the cost of such professional development activities, training and/or continuing education.
3. The term of this Agreement is April 1, 2021 to April 30, 2022

EXHIBIT C INSURANCE REQUIREMENTS

The Contractor shall be required to maintain at all times during the performance of the Agreement the following insurance coverage:

A. Commercial General Liability Insurance with a limit of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage, including contractual liability, personal injury, products and completed operations.

B. Personal Automobile Liability Insurance for owned, non-owned or hired automobiles with a combined single limit of not less than \$500,000 per occurrence.

C. Workers' Compensation & Employers Liability Insurance

If Contractor does not have any employees, the requirements for evidence of workers' compensation insurance is not necessary. Otherwise:

1. Workers' Compensation - Statutory Limits
2. Employers Liability Insurance - with a limit of not less than \$100,000 per employee.

D. Professional Liability with a limit of \$1,000,000 million per claim, and \$1,000,000 million aggregate.

E. Additional Insured Endorsement - The policy or policies providing insurance as required above, with the exception of personal automobile liability, professional liability, workers' compensation and employer's liability, shall be endorsed to include the Alameda LAFCo, Alameda County, their directors, officers and employees as Additional Insured's as respects work performed pursuant to or incidental to the Agreement.

F. Evidence of Insurance - Before commencing any operations under the Agreement, the Contractor shall furnish the Alameda LAFCo with a Certificate of Insurance and copies of all applicable endorsements evidencing compliance with the above insurance requirements and that such insurance will not be canceled without thirty (30) days advance written notice.

G. Duration of Insurance Coverage - All required insurance coverages shall be maintained during the entire term of the Agreement. Insurance coverage written on a claims-made basis shall be maintained during the entire term of the Agreement and further until at least 6 month(s) following termination and acceptance of all work under the Agreement, with the retroactive date of said insurance concurrent with the commencement of activities pursuant to this Agreement.

All required insurance shall be placed with insurers with a current A.M. Best's rating of no less than A: VII or equivalent, and with deductible amounts acceptable to the Alameda LAFCo.

AGENDA REPORT

March 11, 2021

Item No. 10

TO: Alameda Commissioners**FROM:** Rachel Jones, Executive Officer**SUBJECT:** **Agricultural Conservation Planning Grant with the Department of Conservation
| Approval of Contract Agreement with ACRC**

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 Commission will review the draft grant agreement with the Department of Conservation and consider approving a contract agreement with ACRCD. Staff recommends approval.

Background

The Sustainable Agricultural Lands Conservation (SALC) Program is a component of the Strategic Growth Council's Affordable Housing and Sustainable Communities (AHSC) Program. SALC is funded through revenue from the California Climate Investments Fund derived from quarterly cap-and-trade auction proceeds for projects that reduce greenhouse gas emissions and provide additional benefits to communities. The Department of Conservation works in conjunction with the Natural Resources Agency and Strategic Growth Council to implement the program. The statewide program works to improve land conservation efforts while increasing the economic viability of agricultural sectors and improving public health and environmental conditions in particularly disadvantaged communities. The SALC grant program guidelines identify eligible applicants as counties, cities, councils of government, municipal planning organizations, groundwater management agencies, planning, land use agencies and LAFCOs. Resource Conservation Districts were not able to apply.

At Alameda LAFCO's September 10th regular meeting, the Commission authorized Alameda LAFCO to serve as lead applicant for the SALC agricultural conservation planning grant in partnership with ACRCD, who was ineligible to apply due to the grant requirements, and authorize the Commission to allocate 5% of the grant total (\$12,500) for matching funds. The Commission also authorized the Executive Officer to execute the grant agreement and return to the Commission with a separate contract that specifies the funding allocation with ACRCD.

Administrative Office

Rachel Jones, Executive Officer
224 West Winton Avenue, Suite 110
Hayward, California 94544
T: 510.670.6267
www.acgov.org/lafco

David Haubert, Regular
County of Alameda

Nate Miley, Regular
County of Alameda

Wilma Chan, Alternate
County of Alameda

Bob Woerner, Regular
City of Livermore

Karla Brown, Regular
City of Pleasanton

Melissa Hernandez, Alt.
City of Dublin

Ralph Johnson, Regular
Castro Valley Sanitary District

Ayn Wieskamp, Regular
East Bay Regional Park District

Geogean Vonheeder-Leopold, Alternate
Dublin San Ramon Services District

Sblend Sblendorio, Regular
Public Member

Vacant Seat, Alternate
Public Member

Information

The proposal submitted to SALC involves a strategically designed Countywide agriculture and working lands preservation program that establishes a coalition of stakeholders to create standard policies to ensure the implementation of consistent agricultural opportunities in Alameda County. This coalition aims to develop a collected forum of agricultural and land use agencies to create a uniform policy on preserving agricultural lands in rural and semi-rural areas while increasing accessibility of such lands in urban communities through infill development 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 ACRCDC will implement and manage the project's key tasks.

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, document signing).

The project has a two-year timeline with the expected completion date for December of 2023. The workplan and budget in the draft grant agreement (Attachment 1), outline the tasks, timeline, and total grant funds requested for the completion of each task. The budget summarizes the required work of each task and the number of hours assigned between LAFCO and ACRCDC. The majority of the grant funds will be allotted to ACRCDC contingent on the work completed for each task. Within the two-year period, the LAFCO Executive Officer is anticipated to contribute 135 hours of staff time to the project resulting in a grand total of \$12,500. This amount is Alameda LAFCO's designated 5% of the grant total for matching funds of the project. ACRCDC will utilize the remaining grant funds of \$249,988 to complete the project.

Discussion

This item is for Alameda LAFCO to consider authorizing the Commission to enter into a contract with ACRCDC for the SALC agricultural planning grant. ACRCDC would serve as project manager and assist in coordination and implementation among participants. Alameda LAFCO would be responsible in administering and allocating grant funds.

ACRCDC will submit monthly invoices to the LAFCO Executive Officer. Alameda LAFCO will then provide payment to ACRCDC 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, Alameda LAFCO will subsequently submit an invoice to ACRCDC 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 statutory responsibilities and legislative intent focuses on facilitating orderly and efficient growth while protecting and enhancing agricultural and open space uses. This

includes a directive for LAFCO to independently evaluate potential impacts of all proposed jurisdictional changes on maintaining the physical and economic integrity of agricultural lands. Participating in the agricultural conservation planning grant with the ACRCDC aligns with LAFCO's statutory role and represents a unique and potentially pertinent pivot for the Commission to more directly contribute to enhancing agricultural uses and opportunities in Alameda County.

Alternatives for Action

The following alternatives are available to the Commission:

Alternative One (Recommended):

Approve the contract agreement with ACRCDC as shown in Attachment 3.

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.

Respectfully,



Rachel Jones
Executive Officer

Attachments:

1. Draft Grant Agreement with the Department of Conservation
2. Draft Budget Proposal
3. Draft Contract Agreement with ACRCDC
4. Grant Award with Department of Conservation

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
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
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

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 1: Authorized Signatory Form

I hereby verify that I am an authorized Grantee representative and signatory and, as such, can sign and/or delegate authorization to sign and bind Grantee as it relates to the above-referenced Grant Agreement and grant related documents.

Grantee Authorized Signatory:

Name: Rachel Jones **Title:** CEO
Signature: **Date:**

Delegated Authorized Signatories:

Name: **Title:**
Signature: **Date:**

Document(s) Authorized to sign:

- ☐ All Grant Related Documents **or** ☐ Grant Agreement
☐ Grant Amendments ☐ Budget Amendments ☐ Reports
☐ Invoices ☐ Other _____

Name: **Title:**
Signature: **Date:**

Document(s) Authorized to sign:

- ☐ All Grant Related Documents **or** ☐ Grant Agreement
☐ Grant Amendments ☐ Budget Amendments ☐ Reports
☐ Invoices ☐ Other _____

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, <i>e.g.</i>, 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"> 1) LAFCO Board of Directors 2) Board of Supervisors 3) ACRCB 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 F](#)).
- 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.

Attachment 4, Budget Detail Worksheet

	Length of							Units (if applicable)			Rate (if applicable)*			Program Reimbursement Request (\$250K)	Grantee Match	Grand Total
								# hours			\$ / hour					
Task 1. Establishment of Stakeholder Group																
LAFCO Chief Executive Officer	4 mos	FY2020/21	FY2021/22	FY2021/22	FY2020/21	FY2021/22	FY2021/22	FY2020/21	FY2021/22	FY2021/22	FY2020/21	FY2021/22	FY2021/22			
ACRCD Chief Executive Officer	4	0.10	0.10	0.00	4	4	0	12	4	0	\$ 75.00	\$ 75.00	\$ 75.00	\$ -	\$ 1,200.00	\$ 1,200.00
ACRCD Chief Executive Officer	4	1.00	1.00	0.00	40	40	0	120	40	0	\$ 97.52	\$ 97.52	\$ 97.52	\$ 14,602.65	\$ 1,000.00	\$ 15,602.65
ACRCD Resource Conservationist II																
ACRCD Project Assistant	4	1.80	2.00	0.00	72	80	0	216	80	0	\$ 41.35	\$ 41.35	\$ 41.35	\$ 12,239.60	\$ -	\$ 12,239.60
Presentation Materials, Printing, Postage, Other																
Subtotal	-	-	-	-	-	-	-	564	204	0	-	-	-	\$ 48,375.53	\$ 3,200.00	\$ 51,575.53
Task 2. Stakeholder Planning Process																
LAFCO Chief Executive Officer	14 mos	FY2020/21	FY2021/22	FY2021/22	FY2020/21	FY2021/22	FY2021/22	FY2020/21	FY2021/22	FY2021/22	FY2020/21	FY2021/22	FY2022/23			
ACRCD Chief Executive Officer	14	0.00	0.10	0.10	0	4	4	0	44	12	\$ 75.00	\$ 75.00	\$ 75.00	\$ -	\$ 4,200.00	\$ 4,200.00
ACRCD Chief Executive Officer	14	0.00	0.50	0.50	0	20	20	0	220	60	\$ 97.52	\$ 97.52	\$ 97.52	\$ 27,304.63	\$ -	\$ 27,304.63
ACRCD Resource Conservationist II																
ACRCD Project Assistant	14	0.00	0.80	1.00	0	32	40	0	352	120	\$ 41.35	\$ 41.35	\$ 41.35	\$ 18,517.20	\$ 1,000.00	\$ 19,517.20
Subtotal	-	-	-	-	-	-	-	0	1056	312	-	-	-	\$ 79,222.63	\$ 6,200.00	\$ 85,422.63
Task 3. Create Land Parcel Ranking Criteria																
LAFCO Chief Executive Officer	3 mos	FY2020/21	FY2021/22	FY2021/22	FY2020/21	FY2021/22	FY2021/22	FY2020/21	FY2021/22	FY2021/22	FY2020/21	FY2021/22	FY2022/23			
ACRCD Chief Executive Officer	3	0.00	0.10	0.00	0	4	0	0	12	0	\$ 75.00	\$ 75.00	\$ 75.00	\$ -	\$ 900.00	\$ 900.00
ACRCD Chief Executive Officer	3	0.00	0.20	0.00	0	8	0	0	24	0	\$ 97.52	\$ 97.52	\$ 97.52	\$ 2,340.40	\$ -	\$ 2,340.40
ACRCD Resource Conservationist II																
ACRCD Project Assistant	3	0.00	0.80	0.00	0	32	0	0	96	0	\$ 41.35	\$ 41.35	\$ 41.35	\$ 2,969.60	\$ 1,000.00	\$ 3,969.60
Subtotal	-	-	-	-	-	-	-	0	228	0	-	-	-	\$ 10,207.28	\$ 2,900.00	\$ 13,107.28
Task 4. Draft Maps																
ACRCD Chief Executive Officer	3 mos	FY2020/21	FY2021/22	FY2021/22	FY2020/21	FY2021/22	FY2021/22	FY2020/21	FY2021/22	FY2021/22	FY2020/21	FY2021/22	FY2022/23			
ACRCD Chief Executive Officer	3	0.00	0.23	0.00	0	9	0	0	27	0	\$ 97.52	\$ 97.52	\$ 97.52	\$ 1,632.95	\$ 1,000.00	\$ 2,632.95
ACRCD Resource Conservationist II																
ACRCD Project Assistant	3	0.00	0.23	0.00	0	9	0	0	27	0	\$ 41.35	\$ 41.35	\$ 41.35	\$ 1,116.45	\$ -	\$ 1,116.45
Subcontractor	3	0.00	0.83	0.00	0	33.33	0	0	100	0	\$ 200.00	\$ 200.00	\$ 200.00	\$ 20,000.00	\$ -	\$ 20,000.00
Subtotal	-	-	-	-	-	-	-	0	181	0	-	-	-	\$ 23,408.01	\$ 2,000.00	\$ 25,408.01
Task 5. Community Outreach							FY2021/22									
LAFCO Chief Executive Officer	3	0.00	0.10	0.10	0	4	4	0	8	4	\$ 75.00	\$ 75.00	\$ 75.00	\$ -	\$ 900.00	\$ 900.00
ACRCD Chief Executive Officer	3	0.00	0.80	0.85	0	32	34	0	64	34	\$ 97.52	\$ 97.52	\$ 97.52	\$ 8,556.62	\$ 1,000.00	\$ 9,556.62
ACRCD Resource Conservationist II																
ACRCD Project Assistant	3	0.00	0.80	0.80	0	32	32	0	64	32	\$ 41.35	\$ 41.35	\$ 41.35	\$ 2,969.60	\$ 1,000.00	\$ 3,969.60
Outreach Materials (e.g., Printing, Advertising, Postage, Other)																
Subtotal	-	-	-	-	-	-	-	0	216	110	-	-	-	\$ 23,287.82	\$ 3,900.00	\$ 27,187.82
Task 6. Final Maps																
ACRCD Chief Executive Officer	2 mos	FY2020/21	FY2021/22	FY2021/22	FY2020/21	FY2021/22	FY2021/22	FY2020/21	FY2021/22	FY2021/22	FY2020/21	FY2021/22	FY2022/23			
ACRCD Chief Executive Officer	2	0.00	0.00	0.20	0	0	8	0	0	16	\$ 97.52	\$ 97.52	\$ 97.52	\$ 560.26	\$ 1,000.00	\$ 1,560.26
ACRCD Resource Conservationist II																
ACRCD Project Assistant	2	0.00	0.00	0.20	0	0	8	0	0	16	\$ 41.35	\$ 41.35	\$ 41.35	\$ 661.60	\$ -	\$ 661.60
Subcontractor	2	0.00	0.00	1.00	0	0	40	0	0	80	\$ 200.00	\$ 200.00	\$ 200.00	\$ 16,000.00	\$ -	\$ 16,000.00
Poster printing and Mounting of Maps, Other																
Subtotal	-	-	-	-	-	-	-	0	0	128	-	-	-	\$ 22,204.74	\$ 1,000.00	\$ 23,204.74
Task 7. Final Plan																
LAFCO Chief Executive Officer	6 mos	FY2020/21	FY2021/22	FY2021/22	FY2020/21	FY2021/22	FY2021/22	FY2020/21	FY2021/22	FY2021/22	FY2020/21	FY2021/22	FY2022/23			
ACRCD Chief Executive Officer	6	0.00	0.00	0.10	0	0	4	0	0	24	\$ 75.00	\$ 75.00	\$ 75.00	\$ -	\$ 1,800.00	\$ 1,800.00
ACRCD Chief Executive Officer	6	0.00	0.00	0.70	0	0	28	0	0	168	\$ 97.52	\$ 97.52	\$ 97.52	\$ 16,382.78	\$ -	\$ 16,382.78
ACRCD Resource Conservationist II																
ACRCD Project Assistant	6	0.00	0.00	0.80	0	0	32	0	0	192	\$ 41.35	\$ 41.35	\$ 41.35	\$ 6,939.20	\$ 1,000.00	\$ 7,939.20
Printing, Advertising, Postage, Other																
Subtotal	-	-	-	-	-	-	-	0	0	624	-	-	-	\$ 39,065.18	\$ 3,800.00	\$ 42,865.18
Task 8. Admin																
LAFCO Chief Executive Officer	24 mos	FY2020/21	FY2021/22	FY2021/22	FY2020/21	FY2021/22	FY2021/22	FY2020/21	FY2021/22	FY2021/22	FY2020/21	FY2021/22	FY2021/22			
LAFCO Chief Executive Officer	24	0.01875	0.0125	0.01875	0.75	0.5	0.75	2.25	6	6.75	\$ 75.00	\$ 75.00	\$ 75.00	\$ -	\$ 1,125.00	\$ 1,125.00

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**

ACRCD Chief Financial Officer	24	0.05	0.025	0.0375	2	1	1.5	8	12	13.5	\$ 77.59	\$ 77.59	\$ 77.59	\$ 2,308.41	\$ 135.68	\$ 2,444.09
ACRCD Chief Executive Officer	24	0.0125	0.0125	0.0125	0.5	0.5	0.5	1.5	8	4.5	\$ 97.52	\$ 97.52	\$ 97.52	\$ 1,170.20	\$ -	\$ 1,170.20
ACRCD Resource Conservationist II																
Subtotal	-	-	-	-	-	-	-	12.75	36	33.75	-	-	-	\$ 4,213.60	\$ 2,000.00	\$ 6,213.60
Grand Total	-	-	-	-	-	-	-	577	1921	1208	-	-	-	\$ 249,984.80	\$ 25,000.00	\$ 274,984.80

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:

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



Gavin Newsom, Governor
David Shabazian, 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

REVISED ACRCD-LAFCO SALC Budget_20210219

Budget Item	Length of Task	Weeks Per Month			Hrs Per Month			Units (if applicable)			Rate (if applicable)*			Program Reimbursement Request (\$250K)	Grantee Match (\$25K)	Grand Total (\$275K)
		FY2020/21	FY2021/22	FY2022/23	FY2020/21	FY2021/22	FY2022/23	FY2020/21	FY2021/22	FY2022/23	FY2020/21	FY2021/22	FY2022/23			
Task 1. Establishment of Stakeholder Group	mos															
LAFCO Chief Executive Officer	4	0.10	0.10	0.00	4	4	0	12	4	0	\$ 75.00	\$ 75.00	\$ 75.00	\$ -	\$ 1,200.00	\$ 1,200.00
ACRCD Chief Executive Officer	4	1.00	1.00	0.00	40	40	0	120	40	0	\$ 97.52	\$ 97.52	\$ 97.52	\$ 14,602.65	\$ 1,000.00	\$ 15,602.65
ACRCD Resource Conservationist II	4	1.80	2.00	0.00	72	80	0	216	80	0	\$ 61.43	\$ 61.43	\$ 61.43	\$ 17,183.28	\$ 1,000.00	\$ 18,183.28
ACRCD Project Assistant	4	1.80	2.00	0.00	72	80	0	216	80	0	\$ 41.35	\$ 41.35	\$ 41.35	\$ 12,239.60	\$ -	\$ 12,239.60
Presentation Materials, Printing, Postage, Other														\$ 4,350.00	\$ -	\$ 4,350.00
Subtotal	-	-	-	-	-	-	-	564	204	0	-	-	-	\$ 48,375.53	\$ 3,200.00	\$ 51,575.53
Task 2. Stakeholder Planning Process	mos															
LAFCO Chief Executive Officer	14	0.00	0.10	0.10	0	4	4	0	44	12	\$ 75.00	\$ 75.00	\$ 75.00	\$ -	\$ 4,200.00	\$ 4,200.00
ACRCD Chief Executive Officer	14	0.00	0.50	0.50	0	20	20	0	220	60	\$ 97.52	\$ 97.52	\$ 97.52	\$ 27,304.63	\$ -	\$ 27,304.63
ACRCD Resource Conservationist II	14	0.00	1.00	1.00	0	40	40	0	440	120	\$ 61.43	\$ 61.43	\$ 61.43	\$ 33,400.80	\$ 1,000.00	\$ 34,400.80
ACRCD Project Assistant	14	0.00	0.80	1.00	0	32	40	0	352	120	\$ 41.35	\$ 41.35	\$ 41.35	\$ 18,517.20	\$ 1,000.00	\$ 19,517.20
Subtotal	-	-	-	-	-	-	-	0	1056	312	-	-	-	\$ 79,222.63	\$ 6,200.00	\$ 85,422.63
Task 3. Create Land Parcel Ranking Criteria	mos															
LAFCO Chief Executive Officer	3	0.00	0.10	0.00	0	4	0	0	12	0	\$ 75.00	\$ 75.00	\$ 75.00	\$ -	\$ 900.00	\$ 900.00
ACRCD Chief Executive Officer	3	0.00	0.20	0.00	0	8	0	0	24	0	\$ 97.52	\$ 97.52	\$ 97.52	\$ 2,340.40	\$ -	\$ 2,340.40
ACRCD Resource Conservationist II	3	0.00	0.80	0.00	0	32	0	0	96	0	\$ 61.43	\$ 61.43	\$ 61.43	\$ 4,897.28	\$ 1,000.00	\$ 5,897.28
ACRCD Project Assistant	3	0.00	0.80	0.00	0	32	0	0	96	0	\$ 41.35	\$ 41.35	\$ 41.35	\$ 2,969.60	\$ 1,000.00	\$ 3,969.60
Subtotal	-	-	-	-	-	-	-	0	228	0	-	-	-	\$ 10,207.28	\$ 2,900.00	\$ 13,107.28
Task 4. Draft Maps	mos															
ACRCD Chief Executive Officer	3	0.00	0.23	0.00	0	9	0	0	27	0	\$ 97.52	\$ 97.52	\$ 97.52	\$ 1,632.95	\$ 1,000.00	\$ 2,632.95
ACRCD Resource Conservationist II	3	0.00	0.23	0.00	0	9	0	0	27	0	\$ 61.43	\$ 61.43	\$ 61.43	\$ 658.61	\$ 1,000.00	\$ 1,658.61
ACRCD Project Assistant	3	0.00	0.23	0.00	0	9	0	0	27	0	\$ 41.35	\$ 41.35	\$ 41.35	\$ 1,116.45	\$ -	\$ 1,116.45
Subcontractor	3	0.00	0.83	0.00	0	33.33	0	0	100	0	\$ 200.00	\$ 200.00	\$ 200.00	\$ 20,000.00	\$ -	\$ 20,000.00
Subtotal	-	-	-	-	-	-	-	0	181	0	-	-	-	\$ 23,408.01	\$ 2,000.00	\$ 25,408.01
Task 5. Community Outreach	mos															
LAFCO Chief Executive Officer	3	0.00	0.10	0.10	0	4	4	0	8	4	\$ 75.00	\$ 75.00	\$ 75.00	\$ -	\$ 900.00	\$ 900.00
ACRCD Chief Executive Officer	3	0.00	0.80	0.85	0	32	34	0	64	34	\$ 97.52	\$ 97.52	\$ 97.52	\$ 8,556.62	\$ 1,000.00	\$ 9,556.62
ACRCD Resource Conservationist II	3	0.00	1.00	1.00	0	40	40	0	80	40	\$ 61.43	\$ 61.43	\$ 61.43	\$ 6,371.60	\$ 1,000.00	\$ 7,371.60
ACRCD Project Assistant	3	0.00	0.80	0.80	0	32	32	0	64	32	\$ 41.35	\$ 41.35	\$ 41.35	\$ 2,969.60	\$ 1,000.00	\$ 3,969.60
Outreach Materials (e.g., Printing, Advertising, Postage, Other)														\$ 5,390.00	\$ -	\$ 5,390.00
Subtotal	-	-	-	-	-	-	-	0	216	110	-	-	-	\$ 23,287.82	\$ 3,900.00	\$ 27,187.82
Task 6. Final Maps	mos															
ACRCD Chief Executive Officer	2	0.00	0.00	0.20	0	0	8	0	0	16	\$ 97.52	\$ 97.52	\$ 97.52	\$ 560.26	\$ 1,000.00	\$ 1,560.26
ACRCD Resource Conservationist II	2	0.00	0.00	0.20	0	0	8	0	0	16	\$ 61.43	\$ 61.43	\$ 61.43	\$ 982.88	\$ -	\$ 982.88
ACRCD Project Assistant	2	0.00	0.00	0.20	0	0	8	0	0	16	\$ 41.35	\$ 41.35	\$ 41.35	\$ 661.60	\$ -	\$ 661.60
Subcontractor	2	0.00	0.00	1.00	0	0	40	0	0	80	\$ 200.00	\$ 200.00	\$ 200.00	\$ 16,000.00	\$ -	\$ 16,000.00
Poster printing and Mounting of Maps, Other														\$ 4,000.00	\$ -	\$ 4,000.00
Subtotal	-	-	-	-	-	-	-	0	0	128	-	-	-	\$ 22,204.74	\$ 1,000.00	\$ 23,204.74
Task 7. Final Plan	mos															
LAFCO Chief Executive Officer	6	0.00	0.00	0.10	0	0	4	0	0	24	\$ 75.00	\$ 75.00	\$ 75.00	\$ -	\$ 1,800.00	\$ 1,800.00
ACRCD Chief Executive Officer	6	0.00	0.00	0.70	0	0	28	0	0	168	\$ 97.52	\$ 97.52	\$ 97.52	\$ 16,382.78	\$ -	\$ 16,382.78
ACRCD Resource Conservationist II	6	0.00	0.00	1.00	0	0	40	0	0	240	\$ 61.43	\$ 61.43	\$ 61.43	\$ 13,743.20	\$ 1,000.00	\$ 14,743.20
ACRCD Project Assistant	6	0.00	0.00	0.80	0	0	32	0	0	192	\$ 41.35	\$ 41.35	\$ 41.35	\$ 6,939.20	\$ 1,000.00	\$ 7,939.20
Printing, Advertising, Postage, Other														\$ 2,000.00	\$ -	\$ 2,000.00
Subtotal	-	-	-	-	-	-	-	0	0	624	-	-	-	\$ 39,065.18	\$ 3,800.00	\$ 42,865.18
Task 8. Admin	mos															
LAFCO Chief Executive Officer	24	0.01875	0.0125	0.01875	0.75	0.5	0.75	2.25	6	6.75	\$ 75.00	\$ 75.00	\$ 75.00	\$ -	\$ 1,125.00	\$ 1,125.00
ACRCD Chief Financial Officer	24	0.05	0.025	0.0375	2	1	1.5	6	12	13.5	\$ 77.59	\$ 77.59	\$ 77.59	\$ 2,308.41	\$ 135.68	\$ 2,444.09
ACRCD Chief Executive Officer	24	0.0125	0.0125	0.0125	0.5	0.5	0.5	1.5	6	4.5	\$ 97.52	\$ 97.52	\$ 97.52	\$ 1,170.20	\$ -	\$ 1,170.20
ACRCD Resource Conservationist II	24	0.025	0.025	0.025	1	1	1	3	12	9	\$ 61.43	\$ 61.43	\$ 61.43	\$ 735.00	\$ 739.32	\$ 1,474.32
Subtotal	-	-	-	-	-	-	-	12.75	36	33.75	-	-	-	\$ 4,213.60	\$ 2,000.00	\$ 6,213.60
Grand Total	-	-	-	-	-	-	-	577	1921	1208	-	-	-	\$ 249,984.80	\$ 25,000.00	\$ 274,984.80
Reminder to disburse														\$ 15.20	\$ -	\$ 15.20
Total Allowed														\$ 250,000.00	\$ 25,000.00	\$ 275,000.00

*Rates for RCD staff are NICRA FY20/21, FY21/22, and FY22/23 (+4% assumed per year), adjusted to single rate across three fiscal years, maintaining original submitted budget balance (approximately)

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 December 31, 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 11, 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

Alameda County Resource Conservation District

By: _____
Rachel Jones
LAFCO Executive Officer

By: _____
Katherine Boxer
Executive Director

Tax Payer I.D. # _____

APPROVED TO FORM:

By: _____
Andrew Massey
LAFCO Legal Counsel

Date: _____

ATTEST:

Alameda LAFCo
County of Alameda
State of California

By: _____

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. (recipient's 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
Task 1. Establishment of Stakeholder Group Identify Stakeholders and conduct meetings to identify Stakeholder concerns. <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.	Deliverables: <ul style="list-style-type: none"> Draft list of relevant policies List of potential Stakeholders Invitation letter and questionnaire Summary of survey responses 	4 months	\$48,375.53 from grant \$3,200.00 from match

<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</p> <p>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	<p>\$79,222.63 from grant</p> <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</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, <i>e.g.</i>, 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.</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 	<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.		
Task 5. Community Outreach <i>Sub-Task A:</i> Plan, prepare for and conduct meetings with community groups to share ranking and incentive structures. <i>Sub-Task B:</i> Create a summary of the second round of feedback from community groups as a basis for recommendations. <i>Subtask C:</i> Create media (e.g., press releases and web articles) summarizing project progress.	Deliverables: <ul style="list-style-type: none"> Summary of community feedback from meeting, and ensuing recommendations. Bring community concerns back to Stakeholder group. Outreach materials. Milestones: <ul style="list-style-type: none"> Community meetings (x2-3) 	3 months	\$23,287.82 from grant \$3,900.00 from match
Task 6. Completion of final maps Create and present final maps at Board of Supervisors Meetings. <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. <i>Subtask B:</i> Create final priority parcel map of optimal urban agricultural community garden locations within potential infill development areas of Alameda County.	Deliverables: <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	\$22,204.74 from grant \$1,000.00 from match
Task 7. Final Plan Development and Review <i>Subtask A:</i> Finalize summary of plan and policy recommendations. <i>Subtask B:</i> Present recommendations at three meetings: <ol style="list-style-type: none"> 1) LAFCO Board of Directors 	Deliverables: <ul style="list-style-type: none"> Final presentation of planning document and 	6 months	\$39,065.18 from grant \$3,800.00 from match

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

	Length of							Units (if applicable)			Rate (if applicable)*			Program Reimbursement Request (\$250K)	Grantee Match	Grand Total
								# hours			\$/ hour					
Task 1. Establishment of Stakeholder Group																
LAFCD Chief Executive Officer	4	0.10	0.10	0.00	4	4	0	12	4	0	\$ 75.00	\$ 75.00	\$ 75.00	\$ -	\$ 1,200.00	\$ 1,200.00
ACRCB Chief Executive Officer	4	1.00	1.00	0.00	40	40	0	120	40	0	\$ 97.52	\$ 97.52	\$ 97.52	\$ 14,602.65	\$ 1,000.00	\$ 15,602.65
ACRCB Resource Conservationist II																
ACRCB Project Assistant	4	1.80	2.00	0.00	72	80	0	216	80	0	\$ 41.35	\$ 41.35	\$ 41.35	\$ 12,239.60	\$ -	\$ 12,239.60
Presentation Materials, Printing, Postage, Other																
Subtotal	-	-	-	-	-	-	-	564	204	0	-	-	-	\$ 48,375.53	\$ 3,200.00	\$ 51,575.53
Task 2. Stakeholder Planning Process																
LAFCD Chief Executive Officer	14	0.00	0.10	0.10	0	4	4	0	44	12	\$ 75.00	\$ 75.00	\$ 75.00	\$ -	\$ 4,200.00	\$ 4,200.00
ACRCB Chief Executive Officer	14	0.00	0.50	0.50	0	20	20	0	220	60	\$ 97.52	\$ 97.52	\$ 97.52	\$ 27,304.63	\$ -	\$ 27,304.63
ACRCB Resource Conservationist II																
ACRCB Project Assistant	14	0.00	0.80	1.00	0	32	40	0	352	120	\$ 41.35	\$ 41.35	\$ 41.35	\$ 18,517.20	\$ 1,000.00	\$ 19,517.20
Subtotal	-	-	-	-	-	-	-	0	1056	312	-	-	-	\$ 79,222.63	\$ 6,200.00	\$ 85,422.63
Task 3. Create Land Parcel Ranking Criteria																
LAFCD Chief Executive Officer	3	0.00	0.10	0.00	0	4	0	0	12	0	\$ 75.00	\$ 75.00	\$ 75.00	\$ -	\$ 900.00	\$ 900.00
ACRCB Chief Executive Officer	3	0.00	0.20	0.00	0	8	0	0	24	0	\$ 97.52	\$ 97.52	\$ 97.52	\$ 2,340.40	\$ -	\$ 2,340.40
ACRCB Resource Conservationist II																
ACRCB Project Assistant	3	0.00	0.80	0.00	0	32	0	0	96	0	\$ 41.35	\$ 41.35	\$ 41.35	\$ 2,969.60	\$ 1,000.00	\$ 3,969.60
Subtotal	-	-	-	-	-	-	-	0	228	0	-	-	-	\$ 10,207.28	\$ 2,900.00	\$ 13,107.28
Task 4. Draft Maps	mos	FY2020/21	FY2021/22	FY2021/22	FY2020/21	FY2021/22	FY2021/22	FY2020/21	FY2021/22	FY2021/22	FY2020/21	FY2021/22	FY2022/23			
ACRCB Chief Executive Officer	3	0.00	0.23	0.00	0	9	0	0	27	0	\$ 97.52	\$ 97.52	\$ 97.52	\$ 1,632.95	\$ 1,000.00	\$ 2,632.95
ACRCB Resource Conservationist II																
ACRCB Project Assistant	3	0.00	0.23	0.00	0	9	0	0	27	0	\$ 41.35	\$ 41.35	\$ 41.35	\$ 1,116.45	\$ -	\$ 1,116.45
Subcontractor	3	0.00	0.83	0.00	0	33.33	0	0	100	0	\$ 200.00	\$ 200.00	\$ 200.00	\$ 20,000.00	\$ -	\$ 20,000.00
Subtotal	-	-	-	-	-	-	-	0	181	0	-	-	-	\$ 23,408.01	\$ 2,000.00	\$ 25,408.01
Task 5. Community Outreach																
LAFCD Chief Executive Officer	3	0.00	0.10	0.10	0	4	4	0	8	4	\$ 75.00	\$ 75.00	\$ 75.00	\$ -	\$ 900.00	\$ 900.00
ACRCB Chief Executive Officer	3	0.00	0.80	0.85	0	32	34	0	64	34	\$ 97.52	\$ 97.52	\$ 97.52	\$ 8,556.62	\$ 1,000.00	\$ 9,556.62
ACRCB Resource Conservationist II																
ACRCB Project Assistant	3	0.00	0.80	0.80	0	32	32	0	64	32	\$ 41.35	\$ 41.35	\$ 41.35	\$ 2,969.60	\$ 1,000.00	\$ 3,969.60
Outreach Materials (e.g., Printing, Advertising, Postage, Other)																
Subtotal	-	-	-	-	-	-	-	0	216	110	-	-	-	\$ 23,287.82	\$ 3,900.00	\$ 27,187.82
Task 6. Final Maps	mos	FY2020/21	FY2021/22	FY2021/22	FY2020/21	FY2021/22	FY2021/22	FY2020/21	FY2021/22	FY2021/22	FY2020/21	FY2021/22	FY2022/23			
ACRCB Chief Executive Officer	2	0.00	0.00	0.20	0	0	8	0	0	16	\$ 97.52	\$ 97.52	\$ 97.52	\$ 560.26	\$ 1,000.00	\$ 1,560.26
ACRCB Resource Conservationist II																
ACRCB Project Assistant	2	0.00	0.00	0.20	0	0	8	0	0	16	\$ 41.35	\$ 41.35	\$ 41.35	\$ 661.60	\$ -	\$ 661.60
Subcontractor	2	0.00	0.00	1.00	0	0	40	0	0	80	\$ 200.00	\$ 200.00	\$ 200.00	\$ 16,000.00	\$ -	\$ 16,000.00
Poster printing and Mounting of Maps, Other																
Subtotal	-	-	-	-	-	-	-	0	0	128	-	-	-	\$ 22,204.74	\$ 1,000.00	\$ 23,204.74

Task 7. Final Plan	mos	FY2020/21	FY2021/22	FY2021/22	FY2020/21	FY2021/22	FY2021/22	FY2020/21	FY2021/22	FY2021/22	FY2020/21	FY2021/22	FY2022/23			
LAFCD Chief Executive Officer	6	0.00	0.00	0.10	0	0	4	0	0	24	\$ 75.00	\$ 75.00	\$ 75.00	\$ -	\$ 1,800.00	\$ 1,800.00
ACRCD Chief Executive Officer	6	0.00	0.00	0.70	0	0	28	0	0	168	\$ 97.52	\$ 97.52	\$ 97.52	\$ 16,382.78	\$ -	\$ 16,382.78
ACRCD Resource Conservationist II																
ACRCD Project Assistant	6	0.00	0.00	0.80	0	0	32	0	0	192	\$ 41.35	\$ 41.35	\$ 41.35	\$ 6,939.20	\$ 1,000.00	\$ 7,939.20
Printing, Advertising, Postage, Other																
Subtotal	-	-	-	-	-	-	-	0	0	624	-	-	-	\$ 39,065.18	\$ 3,800.00	\$ 42,865.18
Task 8. Admin	mos	FY2020/21	FY2021/22	FY2021/22	FY2020/21	FY2021/22	FY2021/22	FY2020/21	FY2021/22	FY2021/22	FY2020/21	FY2021/22	FY2021/22			
LAFCD Chief Executive Officer	24	0.01875	0.0125	0.01875	0.75	0.5	0.75	2.25	6	6.75	\$ 75.00	\$ 75.00	\$ 75.00	\$ -	\$ 1,125.00	\$ 1,125.00
ACRCD Chief Executive Officer	24	0.05	0.025	0.0375	2	1	1.5	6	12	13.5	\$ 77.59	\$ 77.59	\$ 77.59	\$ 2,308.41	\$ 135.68	\$ 2,444.09
ACRCD Chief Executive Officer	24	0.0125	0.0125	0.0125	0.5	0.5	0.5	1.5	6	4.5	\$ 97.52	\$ 97.52	\$ 97.52	\$ 1,170.20	\$ -	\$ 1,170.20
ACRCD Resource Conservationist II																
Subtotal	-	-	-	-	-	-	-	12.75	36	33.75	-	-	-	\$ 4,213.60	\$ 2,000.00	\$ 6,213.60
Grand Total	-	-	-	-	-	-	-	577	1921	1208	-	-	-	\$ 249,984.80	\$ 25,000.00	\$ 274,984.80

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.

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.

	Length of							Units (if applicable)			Rate (if applicable)*			Program Reimbursement Request (\$250K)	Grantee Match	Grand Total
								# hours			\$/hour					
Task 1.																
Establishment of Stakeholder Group																
LAFCO Chief Executive Officer	4	0.10	0.10	0.00	4	4	0	12	4	0	\$ 75.00	\$ 75.00	\$ 75.00	\$ -	\$ 1,200.00	\$ 1,200.00
ACRCD Chief Executive Officer	4	1.00	1.00	0.00	40	40	0	120	40	0	\$ 97.52	\$ 97.52	\$ 97.52	\$ 14,602.65	\$ 1,000.00	\$ 15,602.65
ACRCD Resource Conservationist II																
ACRCD Project Assistant	4	1.80	2.00	0.00	72	80	0	216	80	0	\$ 41.35	\$ 41.35	\$ 41.35	\$ 12,239.60	\$ -	\$ 12,239.60
Presentation Materials, Printing, Postage, Other																
Subtotal	-							564	204	0	-	-	-	\$ 48,375.53	\$ 3,200.00	\$ 51,575.53
Task 2.																
Stakeholder Planning Process																
LAFCO Chief Executive Officer	14	0.00	0.10	0.10	0	4	4	0	44	12	\$ 75.00	\$ 75.00	\$ 75.00	\$ -	\$ 4,200.00	\$ 4,200.00
ACRCD Chief Executive Officer	14	0.00	0.50	0.50	0	20	20	0	220	60	\$ 97.52	\$ 97.52	\$ 97.52	\$ 27,304.63	\$ -	\$ 27,304.63
ACRCD Resource Conservationist II																

ACRCD Project Assistant	14	0.00	0.80	1.00	0	32	40	0	352	120	\$ 41.35	\$ 41.35	\$ 41.35	\$ 18,517.20	\$ 1,000.00	\$ 19,517.20
Subtotal	-	-	-	-	-	-	-	0	1056	312	-	-	-	\$ 79,222.63	\$ 6,200.00	\$ 85,422.63
Task 3. Create Land Parcel Ranking Criteria																
LAFCD Chief Executive Officer	3	0.00	0.10	0.00	0	4	0	0	12	0	\$ 75.00	\$ 75.00	\$ 75.00	\$ -	\$ 900.00	\$ 900.00
ACRCD Chief Executive Officer	3	0.00	0.20	0.00	0	8	0	0	24	0	\$ 97.52	\$ 97.52	\$ 97.52	\$ 2,340.40	\$ -	\$ 2,340.40
ACRCD Resource Conservationist II																
ACRCD Project Assistant	3	0.00	0.80	0.00	0	32	0	0	96	0	\$ 41.35	\$ 41.35	\$ 41.35	\$ 2,969.60	\$ 1,000.00	\$ 3,969.60
Subtotal	-	-	-	-	-	-	-	0	228	0	-	-	-	\$ 10,207.28	\$ 2,900.00	\$ 13,107.28
Task 4. Draft Maps																
LAFCD Chief Executive Officer	3	0.00	0.23	0.00	0	9	0	0	27	0	\$ 97.52	\$ 97.52	\$ 97.52	\$ 1,632.95	\$ 1,000.00	\$ 2,632.95
ACRCD Resource Conservationist II																
ACRCD Project Assistant	3	0.00	0.23	0.00	0	9	0	0	27	0	\$ 41.35	\$ 41.35	\$ 41.35	\$ 1,116.45	\$ -	\$ 1,116.45
Subcontractor	3	0.00	0.83	0.00	0	33.33	0	0	100	0	\$ 200.00	\$ 200.00	\$ 200.00	\$ 20,000.00	\$ -	\$ 20,000.00
Subtotal	-	-	-	-	-	-	-	0	181	0	-	-	-	\$ 23,408.01	\$ 2,000.00	\$ 25,408.01
Task 5. Community Outreach																
LAFCD Chief Executive Officer	3	0.00	0.10	0.10	0	4	4	0	8	4	\$ 75.00	\$ 75.00	\$ 75.00	\$ -	\$ 900.00	\$ 900.00
ACRCD Chief Executive Officer	3	0.00	0.80	0.85	0	32	34	0	64	34	\$ 97.52	\$ 97.52	\$ 97.52	\$ 8,556.62	\$ 1,000.00	\$ 9,556.62
ACRCD Resource Conservationist II																
ACRCD Project Assistant	3	0.00	0.80	0.80	0	32	32	0	64	32	\$ 41.35	\$ 41.35	\$ 41.35	\$ 2,969.60	\$ 1,000.00	\$ 3,969.60
Outreach Materials (e.g., Printing, Advertising, Postage, Other)																
Subtotal	-	-	-	-	-	-	-	0	216	110	-	-	-	\$ 23,287.82	\$ 3,900.00	\$ 27,187.82
Task 6. Final Maps																
LAFCD Chief Executive Officer	2	0.00	0.00	0.20	0	0	8	0	0	16	\$ 97.52	\$ 97.52	\$ 97.52	\$ 560.26	\$ 1,000.00	\$ 1,560.26
ACRCD Resource Conservationist II																
ACRCD Project Assistant	2	0.00	0.00	0.20	0	0	8	0	0	16	\$ 41.35	\$ 41.35	\$ 41.35	\$ 661.60	\$ -	\$ 661.60
Subcontractor	2	0.00	0.00	1.00	0	0	40	0	0	80	\$ 200.00	\$ 200.00	\$ 200.00	\$ 16,000.00	\$ -	\$ 16,000.00
Poster printing and Mounting of Maps, Other																
Subtotal	-	-	-	-	-	-	-	0	0	128	-	-	-	\$ 22,204.74	\$ 1,000.00	\$ 23,204.74
Task 7. Final Plan																
LAFCD Chief Executive Officer	6	0.00	0.00	0.10	0	0	4	0	0	24	\$ 75.00	\$ 75.00	\$ 75.00	\$ -	\$ 1,800.00	\$ 1,800.00
ACRCD Chief Executive Officer	6	0.00	0.00	0.70	0	0	28	0	0	168	\$ 97.52	\$ 97.52	\$ 97.52	\$ 16,382.78	\$ -	\$ 16,382.78
ACRCD Resource Conservationist II																
ACRCD Project Assistant	6	0.00	0.00	0.80	0	0	32	0	0	192	\$ 41.35	\$ 41.35	\$ 41.35	\$ 6,939.20	\$ 1,000.00	\$ 7,939.20
Printing, Advertising, Postage, Other																
Subtotal	-	-	-	-	-	-	-	0	0	624	-	-	-	\$ 39,065.18	\$ 3,800.00	\$ 42,865.18
Task 8. Admin																
LAFCD Chief Executive Officer	24	0.01875	0.0125	0.01875	0.75	0.5	0.75	2.25	6	6.75	\$ 75.00	\$ 75.00	\$ 75.00	\$ -	\$ 1,125.00	\$ 1,125.00
ACRCD Chief Financial Officer	24	0.05	0.025	0.0375	2	1	1.5	6	12	13.5	\$ 77.59	\$ 77.59	\$ 77.59	\$ 2,308.41	\$ 135.68	\$ 2,444.09
ACRCD Chief Executive Officer	24	0.0125	0.0125	0.0125	0.5	0.5	0.5	1.5	6	4.5	\$ 97.52	\$ 97.52	\$ 97.52	\$ 1,170.20	\$ -	\$ 1,170.20
ACRCD Resource Conservationist II																
Subtotal	-	-	-	-	-	-	-	12.75	36	33.75	-	-	-	\$ 4,213.60	\$ 2,000.00	\$ 6,213.60
Grand Total	-	-	-	-	-	-	-	577	1921	1208	-	-	-	\$ 249,984.80	\$ 25,000.00	\$ 274,984.80

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	<u>Endorsements and Conditions:</u> <ol style="list-style-type: none"> 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. 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. 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. 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. 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. 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". CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to Alameda LAFCO of cancellation. 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. 	



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,

A handwritten signature in black ink, appearing to read "Keali'i Bright".

Keali'i Bright
Director, Division of Land Resource Protection

AGENDA REPORT

March 11, 2021

Item No. 11

TO: Alameda Commissioners**FROM:** Rachel Jones, Executive Officer**SUBJECT:** Adoption of Proposed Budget and Workplan for FY 2021-2022

The Alameda Local Agency Formation Commission (LAFCO) will consider adopting a draft budget and workplan for fiscal year 2021-2022 in anticipation of taking final action at its next regular meeting. Proposed budget expenses total \$655,335 and represents a decrease of \$1,557 or 0.2% from the current fiscal year. The decrease is marked by savings in the Service and Supplies Unit that contributes to a reduction in overhead costs such as mileage and travel, staff workshops, and a few county services. Proposed budget revenues are matched to expenses with a slight decrease in agency contributions by \$6,057 or 1.4% in step with a fund balance offset of \$185,000 applied in the same manner as the previous fiscal year with a \$5,000 increase in total amount. The draft budget and fund balance offset would produce an estimated change in the fund balance from \$882,401 to \$697,401. Adoption will precede a formal public review and comment period, and conclude with final action taken at the next regular meeting scheduled for May 13, 2021.

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 2020-2021 Budget

The Commission's adopted final budget for fiscal year 2020-2021 totals \$656,892. 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 an operating net of \$0 with the purposeful transfer of \$180,000 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, 2020 was \$788,976.

Administrative Office

Rachel Jones, Executive Officer
224 West Winton Avenue, Suite 110
Hayward, California 94544
T: 510.670.6267
www.acgov.org/lafco

David Haubert, Regular
County of Alameda

Nate Miley, Regular
County of Alameda

Wilma Chan, Alternate
County of Alameda

Bob Woerner, Regular
City of Livermore

Karla Brown, Regular
City of Pleasanton

Melissa Hernandez, Alt.
City Dublin

Ralph Johnson, Regular
Castro Valley Sanitary District

Ayn Wieskamp, Regular
East Bay Regional Park District

Geogean Vonheeder-Leopold, Alternate
Dublin San Ramon Services District

Sblend Sblendorio, Regular
Public Member

Vacant Seat, Alternate
Public Member

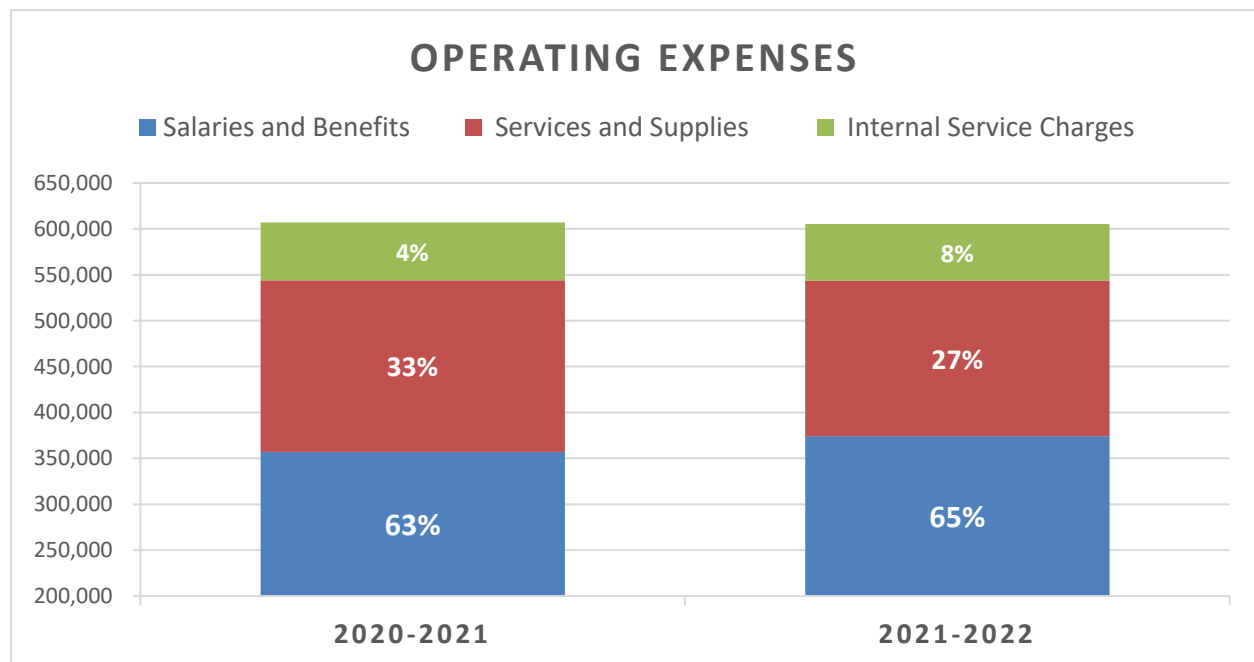
Budgeted Expenses FY 20-21	Budgeted Revenues FY 20-21	Budgeted Year End Balance FY 20-21	Fund Balance FY 20-21
\$656,892	\$656,892	\$0	\$788,976

Discussion

This item is for the Commission to consider in 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 13th regular meeting. A summary of the proposed budget and accompanying work plan follows.

Proposed Operating Budget for FY 2021-2022

The proposed operating budget developed by the Executive Officer sets operating expenses at \$655,335; a net decrease of \$1,557 or 0.2% from the current fiscal year. The operating expenses total divided between labor and non-labor costs are at an 65% to 35% split. Proposed operating revenues match operating expenses and is covered by drawing down reserves consistent with the practice to help offset and phase sizable increases to agency contributions. The net effect would be a decrease in contributions of \$6,057 or 1.4% from \$439,392 to \$433,335.



Operating Expenses

It is proposed the **Salaries and Benefits Unit** will increase by \$16,818 or 4.7% over the next fiscal year from \$357,157 to \$373,975. The unit covers labor costs tied to staffing 2.0 full-time employees: Executive Officer and Commission Clerk. Notable adjustment proposed may be reviewed below.

- Assumes a 2.0% cost-of-living adjustment in regular salaries with the County of Alameda's contract with unrepresented employees for 2021-2022.
- Assumes the position of a full-time Clerk position filled at an annual salary of \$81,254.

It is proposed the **Services and Supplies Unit** will decrease by 17,052 or 9.1% over the next fiscal year from \$186,662 to \$169,610. The unit provides for direct support services necessary to operate Alameda LAFCO. Notable adjustment proposed may be reviewed below.

- Reduces \$2,000 in the copier services account; a difference of 66.7% over the next fiscal year. The decrease is based on actuals of the current fiscal year.
- Reduces \$4,500 in the mapping services account to decrease the total line item from \$5,000 to \$500; a difference of 90% over the next fiscal year. The decrease is based on the reduction of mapping services required from the County Surveyor as a result of LAFCO's new GIS mapping system.
- Reduces \$5,000 in the legal services account to decrease the total line item from \$25,000 to \$20,000; a difference of 20% over the next fiscal year. The reduction is an estimate based on the recent demands provided by the Office of County Counsel.
- Subtracts \$2,500 in the training services account for conferences and workshops to decrease the total line item from \$5,000 to \$2,500; a difference of 50% over the next fiscal year. The decrease responds to the cancellation of CALAFCO's Annual Conference and the increase of remote workshops due to the COVID-19 pandemic.

It is proposed the **Internal Service Charges Unit** will decrease by \$1,323 or 2.1% over the next fiscal year from \$63,073 to \$61,750. The unit provides for indirect support services necessary to operate Alameda LAFCO. Notable adjustment proposed may be reviewed below.

- Subtracts \$1,503 from the information technology services account to decrease the total line item from \$27,373 to \$25,870 a difference of 5.5% over the next fiscal year. The decrease is attributed to LAFCO relying more on the Community Development Agency for utilities and equipment uses.

Operating Revenues

It is proposed the **Intergovernmental Unit** will decrease by \$1,557 or 0.2% over the next fiscal year from \$656,892 to \$655,335. 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 decrease by \$500 from \$7,500 to \$7,000 over the next fiscal year. This reflects anticipated changes in interest earnings consistent with recent quarters.

Proposed Work Plan for FY 2021-2022

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.

General MSR on Fire Protection and Emergency Medical Services

The project is being continued from the current fiscal year due to delays from the completion of the General MSR on Water, Wastewater and Stormwater services. The project involves a countywide study of fire protection and emergency services with a request-for-proposals (RFP) issued for professional consulting services to conduct the study.

Policy Review on Agricultural Protection and Out of Area Service Agreements

The project is being continued from the current fiscal year. This item aims to review existing policies relative to practices and trends, and determine whether changes are appropriate to better reflect current preferences. Alameda LAFCO being recently awarded with the Sustainable Agricultural Lands and Conservation Grant by the Department of Conservation and in partnership with the Alameda County Resource Conservation District should be able to update its existing policies by creating a stakeholders group and depository of existing agricultural practices and policies within the County.

LAFCO Study on Measure D

The Commission will review how Measure D has impacted agricultural and open space lands and its surrounding community. The report will examine the economic and open space needs of the area and how Measure D has supported or constrained the delivery of efficient and effective services.

LAFCO Review on South Livermore Valley Area Specific Plan

In 1987, the County of Alameda in conjunction with the cities of Livermore and Pleasanton created the South Livermore Valley Area Plan providing land use policies aimed at preserving existing vineyards and wineries to enhance the recognition and image of the area as an important premium wine-producing region and create incentives for investment and expansion of vineyards and other cultivated agriculture. The plan was approved by the County and City of Livermore in 1993, and Alameda LAFCO proposes to review and examine and provide any recommendations to the current growth management needs of the region.

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 the modification of staffing levels for the Commission Clerk position and the reduction in overhead costs.

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 2021-2022 with any desired changes;

Direct the Executive Officer to circulate the proposed budget for 2021-2022 for review and comment by the funding agencies and general public; and

Direct staff to return with a final budget for 2021-2022 for adoption as part of a noticed public hearing on May 13, 2021.

Alternative Two:

Continue consideration of the item to a special meeting scheduled no later than the legislative deadline of May 1, 2021 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,

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. Draft Resolution Adopting the Proposed Budget and Work Plan for FY 2021-2022
2. Proposed Budget for FY 2021-2022
3. Proposed Work Plan for FY 2021-2022

ALAMEDA LOCAL AGENCY FORMATION COMMISSION

**RESOLUTION OF THE
ALAMEDA LOCAL AGENCY FORMATION COMMISSION
ADOPTING A PROPOSED WORK PLAN AND BUDGET
FOR FISCAL YEAR 2021-2022**

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 2021-2022; and

WHEREAS, the Commission has heard and fully considered all evidence on a proposed work plan and budget for 2021-2022 presented at a public hearing held on March 11, 2021; 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 2021-2022 shown as Exhibit A is APPROVED.
2. The proposed work plan for 2021-2022 shown as Exhibit B is APPROVED
3. As allowed under Government Code 56107, the Commission authorizes the Executive Officer to make non-substantive corrections to this resolution to address any technical defect, error, irregularity, or omission.

PASSED AND ADOPTED by the Alameda Local Agency Formation Commission on March 11, 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Sblend Sblendorio
Chair

ATTEST:

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

Expense Ledger		FY2018-2019		FY2019-2020		FY2020-2021		FY2021-2022		
		Adopted	Actuals	Adopted	Actuals	Adopted	Projected	Proposed	Difference	
Salary and Benefit Costs										
<u>Account</u>	<u>Description</u>									
60001	Staff Salaries	321,692	263,373	308,307	263,373	234,254	163,254	250,564	16,310	7.0%
-	Employee Benefits and Retirement (ACERA)	149,961	149,961	175,275	149,961	122,903	70,903	123,411	508	0.4%
		471,653	413,334	483,581	324,575	357,157	234,157	373,975	16,818	4.7%
Service and Supplies										
<u>Account</u>	<u>Description</u>									
-	Intern	1,600	0	1,600	0	1,600	-	0	(1,600.00)	-
610077	Postage	1,000	1,000	1,000	1,000	1,000	1,000	500	(500.00)	-50.0%
610141	Copier	3,000	3,000	3,000	3,000	3,000	3,000	1,000	(2,000.00)	-66.7%
610191	Pier Diems	7,700	7,700	7,800	7,800	8,000	6,000	8,500	500.00	6.3%
610211	Mileage/Travel	200	2,628	1,300	1,300	1,300	-	500	(800.00)	-61.5%
610461	Training (Conferences and Workshops)	20,000	20,000	13,000	6,000	5,000	-	2,500	(2,500.00)	-50.0%
610241	Records Retention	1,000	1,000	1,000	1,000	1,000	300	350	(650.00)	-65.0%
610261	Consultants	96,000	90,000	90,000	90,000	96,000	78,000	100,000	4,000.00	4.2%
610261	Mapping - County	5,000	5,000	5,000	5,000	5,000	-	500	(4,500.00)	-90.0%
610261	Planning Services	25,000	5,000	5,000	6,000	5,000	5,000	5,000	-	0.0%
610261	Legal Services	40,000	40,000	30,000	21,775	25,000	21,775	20,000	(5,000.00)	-20.0%
610311	CAO/CDA - County - Services	11,000	11,000	11,000	11,000	1,000	2,000	1,000	-	0.0%
610312	Audit Services	10,000	7,500	7,700	10,000	10,000	-	10,000	-	0.0%
610351	Memberships	9,000	9,026	10,476	10,476	10,762	10,662	10,760	(2.00)	0.0%
610421	Public Notices	5,000	5,000	5,000	5,000	5,000	2,000	3,000	(2,000.00)	-40.0%
610441	Assessor - County - Services	2,500	2,500	2,500	2,500	2,500	-	500	(2,000.00)	-80.0%
610461	Special Departmental	1,500	1,500	1,500	1,500	1,500	500	1,500	-	0.0%
620041	Office Supplies	4,000	4,000	4,000	4,000	4,000	1,000	4,000	-	0.0%
		243,500	215,854	200,876	187,351	186,662	131,237	169,610	(17,052)	-9.1%
Internal Service Charges										
<u>Account</u>	<u>Description</u>									
630051	Office Lease/Rent	3,200	3,200	25,000	3,200	32,500	32,500	32,500	-	0.0%
630021	Communication Services	3,878	3,878	3,950	3,950	100	100	100	-	0.0%
630061	Information Technology	21,578	23,370	27,373	27,373	27,373	27,373	25,870	(1,503)	-5.5%
630081	Risk Management	3,034	3,034	3,100	3,100	3,100	3,100	3,280	180	5.8%
		31,690	37,482	59,423	37,482	63,073	63,073	61,750	(1,323)	-2.1%
Contingencies		50,000	-	50,000	-	50,000	-	50,000	-	0.0%
<u>Account</u>	<u>Description</u>									
-	Operating Reserve	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-
EXPENSE TOTALS		796,843	666,670	793,880	549,408	656,892	428,467	655,335	(1,557)	309 -0.2%

Revenue Ledger		FY2018-2019		FY2019-2020		FY2020-2021		FY2021-2022		
		Adopted	Astuals	Adopted	Actuals	Adopted	Projected	Proposed	Difference	
Intergovernmental										
<u>Account</u>	<u>Description</u>									
-	Agency Contributions									
	County of Alameda	196,948	196,948	192,127	192,127	146,464	146,464	144,445	(2,019)	-1.4%
	Cities	196,948	196,948	192,127	192,127	146,464	146,464	144,445	(2,019)	-1.4%
	Special Districts	196,948	196,948	192,127	192,127	146,464	146,464	144,445	(2,019)	-1.4%
		590,844	590,844	576,380	576,380	439,392	439,392	433,335	(6,057)	-1.4%
Service Charges										
-	Application Fees	30,000	10,000	30,000	25,000	30,000	25,000	30,000	-	0.0%
Investments										
-	Interest	-	11,531	7,500	7,500	7,500	7,500	7,000	(500)	-6.7%
Fund Balance Offset		176,000	176,000	180,000	180,000	180,000	-	185,000	5,000	2.8%
REVENUE TOTALS		796,844	788,375	793,880	788,880	656,892	471,892	655,335	(1,557)	-0.2%
OPERATING NET		-	246,268	-	239,472	-	43,425	-	-	-
UNRESTRICTED FUND BALANCE		595,309		788,976		882,401		697,401		
As of June 30th										

ALAMEDA LAFCO WORKPLAN | 2021-2022

Priority	Urgency	Type	Status	Project	Key Issues
1	High	Statutory	Rollover	General MSR on Fire Protection and Emergency Services	Second MSR on Fire and Emergency Services sine 2006 Address Shared Opportunities
2	High	Administrative	Rollover	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
3	High	Statutory	New	Measure D Study	Review Impacts on Measure D and Provide Recommendations
4	High	Statutory	New	South Livermore Valley Area Specific Plan	Provide a LAFCO Update on Plan and Review Current Trends
5	High	Statutory	New	Community Services Municipal Service Review	Service Specific MSR Last MSR completed in 2013
6	High	Statutory	New	Alameda County Resource Conservation District Municipal Service Review	MSR on resource conservation in Alameda County
7	High	Administrative	Rollover	2018-2021 Audits	Verify Fund Balance; Perform Regular Audits
8	Moderate	Administrative	New	Establish LAFCO's Role in Housing	Work with stakeholders in determining LAFCO's role in promoting equitable housing
9	Moderate	Administrative	Rollover	Prepare Informational Report on Unincorporated Islands	Map all Unincorporated Islands and Examine Island Annexation Implementation Issues in Alameda County
10	Moderate	Administrative	Rollver	Update Application Packet and Mapping Requirements	Current Application Dated; Make User Friendly
11	Moderate	Administrative	Rollover	LAFCO Presentations	Introductory Overview of LAFCO's Duties and Responsibilities to Boards, Councils, Community Groups
12	Moderate	Administrative	Rollover	LAFCO Agency Logo	Establish New Agency Logo for Branding (Website, Publications, etc.)
13	Moderate	Statutory	New	SALC Grant Award	Begin Two-Year Process on Grant Project
14	Low	Administrative	Rollover	Prepare Informational Report on JPAs	Post Enactment of SB 1266; Enhance Repository on Local Government Services
15	Low	Statutory	Rollover	Sphere Update for City of Pleasanton	Implement Planning Functions; Update SOIs of Local Government Agencies; Cities MSR
16	Low	Administrative	Rollover	Informational Report on Remen Tract	Special Report on Service Delivery Feasibility
17	Low	Administrative	Rollover	Host Alameda County Special District Association Meeting	Communicate LAFCO's Mission and Goals to the Community
18	Low	Administrative	Rollover	LAFCO Annual Report on Status of County	Evaluate LAFCO's Mission and Goals Relative to Local Conditions; Identify Strategies to Achieve Shared Objectives

19	Low	Administrative	Rollover	Local Agency Directory	User-Friendly Publication Identifying and Summarizing Local Government Agencies and Services in Alameda County
20	Low	Administrative	New	Social Media	Expand Alameda LAFCO's Social Media Presence

AGENDA REPORT

March 11, 2021

Item No. 12

TO: Alameda Commissioners**FROM:** Rachel Jones, Executive Officer**SUBJECT: San Diego LAFCO's Legislative Initiative to Amend Government Code Section 56133 (e)**

The Alameda Local Agency Formation Commission (LAFCO) will consider preliminary support for San Diego LAFCO's legislative initiative to clarify that LAFCOs must determine whether out of area service agreements (OASAs) are exempt from LAFCO approval under Government Code Section 56133(e). Staff recommends that the Commission give its preliminary support, pending a review of the final bill language. Once the final bill language is received, staff will return the item at a future meeting for Commission consideration.

Background

Government Code Section 56133 requires cities and special districts to receive LAFCO approval before entering contracts to provide services outside of their jurisdictional boundaries. The statute is to ensure that OASAs do not circumvent LAFCO's regulation of jurisdictional boundaries and lead to disorderly growth from lack of appropriate oversight. The law also includes a limited number of exceptions in subsection (e) that do not require formal approval, such as contract between two or more public agencies where the contract services are alternatives and equal substitutes for services already provided.

In compliance with the statute's intent, most local agencies have deferred to Alameda LAFCO in determining the exemption eligibility to informally ask whether their service extensions would be considered exempt. However, the issue has arisen for other LAFCOs within state where some agencies self-exempt themselves and bypass LAFCO's authority, that in turn, lead to inaccurate assessments and cause inter-agency confusion. The amendment would help to eliminate the potential for disputes and their associated costs when local agencies proceed to self-exempt themselves. The California Association of Local Agency Formation Commissions (CALAFCO) Legislative Committee has deferred sponsoring the legislation due to lack of resources and other priorities at this time.

In response to this issue, San Diego LAFCO proposes legislation that would provide statutory authority for all LAFCOs requiring advance approval relative to the eligibility for an exception under Government Code Section 56133 (e). Their effort will include securing a bill author, performing stakeholder outreach and working with legislative staff in Sacramento with the goal of introducing a bill in the year of 2022. As of now, San Diego LAFCO seeks preliminary support from other LAFCOs, including Alameda LAFCO. Amending this subsection, helps ensure that local agencies check in with

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their LAFCOs, either the LAFCO Executive Officer or Commission, before providing services beyond their jurisdictional boundaries. Several other LAFCOs that have been following this effort closely from the start having already gone on record with their support (Orange, Los Angeles, Santa Clara, El Dorado, and Riverside).

Discussion

Upon receiving the Commission's preliminary support for the amendment to Government Code Section 56133(e), staff will relay such support to San Diego LAFCO. The Commission will then have the opportunity to consider full support once San Diego LAFCO has obtained an author and the proposed bill is formalized, at which time staff will provide an additional report and recommendation.

Alternatives for Action

The following alternatives are available to the Commission:

Alternative One (Recommended):

Provide preliminary support to San Diego LAFCO, pending a review of the final bill language at a later date.

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.

Respectfully,



Rachel Jones
Executive Officer

Attachments: Government Code Section 56133: Proposed Amendment (San Diego LAFCO)

Government Code Section 56133
Proposed Amendment Regarding Exception Determination

56133.

(a) A city or district may provide new or extended services by contract or agreement outside its jurisdictional boundary only if it first requests and receives written approval from the commission.

(b) The commission may authorize a city or district to provide new or extended services outside its jurisdictional boundary but within its sphere of influence in anticipation of a later change of organization.

(c) If consistent with adopted policy, the commission may authorize a city or district to provide new or extended services outside its jurisdictional boundary and outside its sphere of influence to respond to an existing or impending threat to the health or safety of the public or the residents of the affected territory, if both of the following requirements are met:

(1) The entity applying for approval has provided the commission with documentation of a threat to the health and safety of the public or the affected residents.

(2) The commission has notified any alternate service provider, including any water corporation as defined in Section 241 of the Public Utilities Code, that has filed a map and a statement of its service capabilities with the commission.

(d) The executive officer, within 30 days of receipt of a request for approval by a city or district to extend services outside its jurisdictional boundary, shall determine whether the request is complete and acceptable for filing or whether the request is incomplete. If a request is determined not to be complete, the executive officer shall immediately transmit that determination to the requester, specifying those parts of the request that are incomplete and the manner in which they can be made complete. When the request is deemed complete, the executive officer shall place the request on the agenda of the next commission meeting for which adequate notice can be given but not more than 90 days from the date that the request is deemed complete, unless the commission has delegated approval of requests made pursuant to this section to the executive officer. The commission or executive officer shall approve, disapprove, or approve with conditions the extended services. If the new or extended services are disapproved or approved with conditions, the applicant may request reconsideration, citing the reasons for reconsideration.

(e) This section does not apply to any of the following **as determined by the commission or the executive officer:**

(1) Two or more public agencies where the public service to be provided is an alternative to, or substitute for, public services already being provided by an existing public service provider and where the level of service to be provided is consistent with the level of service contemplated by the existing service provider.

(2) The transfer of nonpotable or nontreated water.

(3) The provision of surplus water to agricultural lands and facilities, including, but not limited to, incidental residential structures, for projects that serve conservation purposes or that directly support agricultural industries. However, prior to extending surplus

water service to any project that will support or induce development, the city or district shall first request and receive written approval from the commission in the affected county.

(4) An extended service that a city or district was providing on or before January 1, 2001.

(5) A local publicly owned electric utility, as defined by Section 9604 of the Public Utilities Code, providing electric services that do not involve the acquisition, construction, or installation of electric distribution facilities by the local publicly owned electric utility, outside of the utility's jurisdictional boundary.

(6) A fire protection contract, as defined in subdivision (a) of Section 56134.

(f) This section applies only to the commission of the county in which the extension of service is proposed.

AGENDA REPORT

March 11, 2021

Item No. 16a

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 one proposal on file previously approved awaiting term completions. CKH provides applicants one calendar year to complete approval terms or receive extension approvals before the proposals are automatically terminated.

- **Annexation of Coyote Hills | Union Sanitary District**

The Commission has approved a proposal submitted by the East Bay Regional Park District (EBRPD) to annex approximately 182.6 acres of territory located within the City of Fremont to the Union Sanitary District (USD) for wastewater services. The purpose of the proposal is to provide wastewater services in support of restroom facilities within the Coyote Hills Regional Park visitor center. The Commission approved the proposal without amendments on at its September 20, 2020 regular meeting. Terms remain outstanding as to date and therefore remains active.

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Current Proposals | Under Review and Awaiting Hearing

There are currently three active proposals on file with the Commission that remain under administrative review and await a hearing as to date of this report.

- **Annexation of 720 Mockingbird Lane | City of Pleasanton**

Staff is in review of a proposal submitted by Dixon Yee on behalf of landowners, Eleanore Yee and Kevin Nguyen, to annex approximately 1.2 acres of territory located at 720 Mockingbird Lane to the City of Pleasanton. The purpose of the proposal is to connect to public water and wastewater services due to an old well and septic system. The application is currently under administrative review.

- **Annexation of Chick-fil-A North Livermore Avenue | City of Livermore**

Staff received a proposal submitted by the City of Livermore to annex 22.8 acres of unincorporated territory located along North Livermore Avenue to the City of Livermore. The purpose of the proposal is for the development of a 4,740 square foot drive-through restaurant referred to as the Chick-fil-A project. The application is currently under administrative review.

- **Annexation of Terrace View | Oro Loma Sanitary District**

Staff is in review of a pending proposal submitted by the Oro Loma Sanitary District to annex approximately 65.1 acres of territory in anticipation of the development of Tract 6869 in the unincorporated area of Eden Township in Alameda County. The purpose of the proposal is to connect to public wastewater services in support of a residential housing development. The application is currently awaiting Commission consideration.

Pending Proposals

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

- **Annexation of Sanctuary West | Union Sanitary District**

Staff is in review of a pending proposal to be submitted by Union Sanitary District (USD) to annex approximately 111.7 acres of territory located within the City of Newark to USD for wastewater services. The affected territory located west of the southern end of Stevenson Boulevard, if annexed, will support the development of 469 detached single-family homes, three parks and a bike and pedestrian access way. The application is currently under administrative review.

The Commission is invited to discuss the item and provide direction to staff on any related matter as needed for future discussion and or action.

Attachments: none

AGENDA REPORT

March 11, 2021

Item No. 16b

TO: Alameda Commissioners

FROM: Rachel Jones, Executive Officer

SUBJECT: Progress Report on 2020-2021 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 2020-2021. 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 attendant strategies, which premise individual implementation outcomes, are summarized in Attachment 1.

1. Education – Serve as a resource to the public and to local agencies to support orderly growth and logical sustainable serve 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 8, 2020, 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

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relationship to the adopted operating budget given the planned goals and activities are facilitated and or limited accordingly.

The 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 thirteen of the two-dozen plus projects and has completed seven projects included in the adopted work plan. This includes the completion of high priority projects and highlighted by completing an informational report on disadvantaged unincorporated communities, providing presentations on LAFCO, and the GIS Mapping Project. Other notable items underway include the general municipal service review on water, wastewater, and stormwater services, 2nd municipal service review on fire protection and emergency medical services, policy review on agricultural protection agreements, and the recruitment of the Commission Clerk position.

Alternatives for Action

The following alternatives are available to the Commission:

Alternative One (Recommended):

Accept and file the report as presented.

Alternative Two:

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

Recommendation

It is recommended the Commission proceed with Alternative Action One.

Respectfully,



Rachel Jones
Executive Officer

Attachments:

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

ALAMEDA LOCAL AGENCY FORMATION COMMISSION

STRATEGIC PLAN

FY 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

ALAMEDA LAFCO WORKPLAN | 2020-2021

Priority	Urgency	Type	Status	Project	Key Issues
1	High	Statutory	Rollover	General MSR on Water, Wastewater, and Stormwater Services	First Service Specific MSR since 2006 Address Infrastructure Needs and Efficiencies and Sustainability
2	High	Administrative	Rollover	Staff Recruitment, Placement and Training	Recruitment and Training of LAFCO Commission Clerk and Analyst
3	High	Statutory	Rollover	General MSR on Fire Protection and Emergency Services	Second MSR on Fire and Emergency Services sine 2006 Address Shared Opportunities
4	High	Administrative	New	2018-2020 Audits	Verify Fund Balance; Perform Regular Audits
5	High	Administrative	Rollover	Fund Balance	Establish a reserve policy
6	Moderate	Administrative	Rollover	LAFCO Presentations	Introductory Overview of LAFCO's Duties and Responsibilities to Boards, Councils, Community Groups
7	Moderate	Administrative	New	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
8	Moderate	Administrative	New	Host more informative presentations from outside local agencies	Provide more up to date knowledge on local issues
9	Moderate	Administrative	Rollover	Prepare Informational Report on Unincorporated Islands	Map all Unincorporated Islands and Examine Island Annexation Implementation Issues in Alameda County
10	Moderate	Administrative	Rollver	Update Application Packet and Mapping Requirements	Current Application Dated; Make User Friendly
11	Low	Administrative	Rollover	GIS Mapping Project	CDA to Create a LAFCO GIS Layer for All Local Agencies under LAFCO Purview
12	Low	Administrative	Rollover	LAFCO Agency Logo	Establish New Agency Logo for Branding (Website, Publications, etc.)
13	Low	Statutory	Rollover	Master Property Tax Exchange Agreement	Improve Efficiency and Effectiveness of Application Process
14	Low	Administrative	Rollover	Prepare Informational Report on JPAs	Post Enactment of SB 1266; Enhance Repository on Local Government Services
15	Low	Statutory	Rollover	Sphere Update for City of Pleasanton	Implement Planning Functions; Update SOIs of Local Government Agencies; Cities MSR
16	Low	Administrative	Rollover	Informational Report on Fairview Fire Protection District	Status Report on District Activites
17	Low	Administrative	Rollover	Informational Report on Remen Tract	Special Report on Service Delivery Feasability
18	Low	Administrative	Rollover	Host Alameda County Special District Association Meeting	Communicate LAFCO's Mission and Goals to the Community
19	Low	Administrative	Rollover	LAFCO Annual Report on Status of County	Evaluate LAFCO's Mission and Goals Relative to Local Conditions; Identify Strategies to Achieve Shared Objectives

20	Low	Administrative	Rollover	Local Agency Directory	User-Friendly Publication Identifying and Summarizing Local Government Agencies and Services in Alameda County
21	Low	Administrative	Rollover	Digital Archiving	Continue Project to Digitize LAFCO Records

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AGENDA REPORT

March 11, 2021

Item No. 16c

TO: Alameda Commissioners

FROM: Rachel Jones, Executive Officer

SUBJECT: Legislative Update

The Commission will receive an update from the California Association of Local Agency Formation Commissions (CALAFCO) as it relates to proposals impacting Local Agency Formation Commissions (LAFCOs). The report is being presented for discussion and feedback only.

Information

This item is for Alameda LAFCO to receive a summary of bills that directly or indirectly impact LAFCO's duties and or interests as identified by CALAFCO. This includes considering CALAFCO's recommendations. The Commission is also invited to provide related direction on other legislative matters.

The following are the status on bills that may be of interest to the Commission and other bills affecting local public agencies.

AB 339 (Lee and Garcia) | Open Meetings

This is bill sponsored by the Leadership Council of Justice and Accountability allows for continued remote participation in local and state hearings/meetings while adding requirements for both call-in and internet service-based options for all public meetings. The bill requires teleconferenced meetings to include caption services and for meetings to be translated into all languages for which 5% of the population in the area governed by the local agency is a speaker.

Position: Watch; *Status:* Introduced on January 29, 2021

AB 361 (R. Rivas) | Open Meetings

This bill sponsored by the California Special District Association (CSDA) allows a local agency to conduct meetings using teleconference methods without complying with certain teleconferencing requirements if they are meeting for the purposes of declaring or ratifying a local emergency, during a declared state or local emergency, when state or local health official have imposed or recommended certain measures to promote social distancing, and during a declared local emergency provided the legislative body makes certain determinations by majority vote.

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Karla Brown, Regular
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Melissa Hernandez, Alt.
City of Dublin

Ralph Johnson, Regular
Castro Valley Sanitary District

Ayn Wieskamp, Regular
East Bay Regional Park District

Geogean Vonheeder-Leopold, Alternate
Dublin San Ramon Services District

Sblend Sblendorio, Regular
Public Member

Vacant Seat, Alternate
Public Member

The Legislative body must give notice of the meeting and post agendas to allow members of the public to access the meeting and address the legislative body, offer public comment and protect rights of the parties and public appearing before the legislative body.

Position: Watch; *Status:* Referred to Committee

SB 55 (Stern) | Development Prohibition in Very High Fire Hazard Zones

This bill prohibits the creation or approval of a new development in a very high fire hazard severity zone or a state responsibility area.

Position: Watch; *Status:* Referred to Committee

SB 274 (Wieckowski) | Local Government Digital Access to Agendas and Documents

This bill updates the Government Code to require a public agency to email the agenda or agenda items to anyone who requests it or the link to the website where the documents can be accessed. Since the Brown Act already requires a local agency to mail an agenda or an agenda packet, if requested, SB 274 would provide an alternative method for local agencies to deliver requested agenda documents.

Position: Support; *Status:* Referred to Committee on Government and Finance

The Commission is invited to discuss the item and provide direction to staff on any related matter as needed for future discussion and or action.

Attachments:

1. CALAFCO Tracking Report

CALAFCO Tracked Bills 2/13/2021

1

AB 339**(Lee D) State and local government: open meetings.****Current Text:** Introduced: 1/28/2021 [html](#) [pdf](#)**Introduced:** 1/28/2021**Status:** 1/29/2021-From printer. May be heard in committee February 28.**Location:** 1/28/2021-A. PRINT

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law requires all meetings, as defined, of a house of the Legislature or a committee thereof to be open and public, and requires all persons to be permitted to attend the meetings, except as specified. This bill would require all meetings, including gatherings using teleconference technology, to include an opportunity for all persons to attend via a call-in option or an internet-based service option that provides closed captioning services and requires both a call-in and an internet-based service option to be provided to the public.

Position

Watch

Subject

Other

CALAFCO Comments: This bill allows for continued remote participant in local (and state) hearings/meetings while adding requirements for both call-in and internet service based options for all public meetings; requires providing closed caption services; and requires agencies to provide language access services.

The bill requires teleconferenced meetings to include an in-person public comment opportunity that creates a place where members of the public can gather at a designated site to give public comment (barring any in-person restrictions). Further, the bill requires the agenda and instructions for accessing the meeting to be translated into all languages for which 5% of the population in the area governed by the local agency is a speaker.

The bill adds requirements for local agencies to employ a sufficient amount of qualified bilingual people to provide translation services during the meeting in the language of the non-English speaking person (consistent with all languages for which 5% of the population in the area governed by the local agency speak).

The bill adds similar requirements for any state legislative body.

This bill is sponsored by the Leadership Council for Justice and Accountability.

AB 361**(Rivas, Robert D) Open meetings: local agencies: teleconferences.****Current Text:** Introduced: 2/1/2021 [html](#) [pdf](#)**Introduced:** 2/1/2021**Status:** 2/12/2021-Referred to Com. on L. GOV.**Location:** 2/12/2021-A. L. GOV.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would authorize a local agency to use teleconferencing without complying with the teleconferencing requirements imposed by the Ralph M. Brown Act when a legislative body of a local agency holds a meeting for the purpose of declaring or ratifying a local emergency, during a declared state or local emergency, as those terms are defined, when state or local health officials have imposed or recommended measures to promote social distancing, and during a declared local emergency provided the legislative body makes certain determinations by majority vote.

Position

Watch

Subject

Other

CALAFCO Comments: Executive Order No. N-29-20 suspends the Ralph M. Brown Act's requirements for teleconferencing during the COVID-19 pandemic provided that certain requirements are met (noticing, public access, etc.). This bill allows a local agency to conduct meetings using teleconference methods without complying with with certain teleconferencing requirements if they are meeting for the purposes of declaring or ratifying a local emergency, during a declared state or local emergency (as defined in statute), when state or local health officials have imposed or recommended certain measures to promote social distancing, and during a declared local emergency provided the legislative body makes certain determinations by majority vote.

The legislative body must give notice of the meeting and post agendas to allow members of the public to access the meeting and address the legislative body, offer public comment, and protect rights of the parties and public appearing before the legislative body.

This bill is sponsored by the CA Special Districts Association (CSDA).

2

[SB 55](#) ([Stern D](#)) **Very high fire hazard severity zone: state responsibility area: development prohibition.**

Current Text: Introduced: 12/7/2020 [html](#) [pdf](#)

Introduced: 12/7/2020

Status: 2/3/2021-Referred to Com. on RLS.

Location: 12/7/2020-S. RLS.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would, in furtherance of specified state housing production and wildfire mitigation goals, prohibit the creation or approval of a new development, as defined, in a very high fire hazard severity zone or a state responsibility area. By imposing new duties on local governments with respect to the approval of new developments in very high fire hazard severity zones and state responsibility areas, this bill would impose a state-mandated local program.

Position
Watch

Subject
Growth
Management,
Planning

CALAFCO Comments: This bill prohibits the creation or approval of a new development in a very high fire hazard severity zone or a state responsibility area.

3

[AB 11](#) ([Ward D](#)) **Climate change: regional climate change authorities.**

Current Text: Amended: 1/21/2021 [html](#) [pdf](#)

Introduced: 12/7/2020

Last Amend: 1/21/2021

Status: 1/25/2021-Re-referred to Com. on NAT. RES.

Location: 1/11/2021-A. NAT. RES.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would require the Strategic Growth Council, by January 1, 2023, to establish up to 12 regional climate change authorities to coordinate climate adaptation and mitigation activities in their regions, and coordinate with other regional climate adaptation authorities, state agencies, and other relevant stakeholders.

Position
Watch

Subject
Other

CALAFCO Comments: As amended on 1/21/21, this bill authorizes/requires the Strategic Growth Council (SGC) to establish up to 12 regional climate change authorities by January 1, 2023, to include local agencies and regional stakeholders. The SGC is required to adopt guidelines that: (1) Define the authority; (2) Include guidelines for establishing an authority via a stakeholder-driven process; (3) Consult with OPR (and other state authorities) in development of the guidelines and award annual grants to authorities.

The bill outlines the regional climate change authorities in summary as: coordination, capacity-building, and technical assistance activities within their boundaries, promote regional alignment and assist local agencies in creating and implementing plans developed pursuant to Section 65302 of the Government Code, other federal or state mandates, and programs designed address climate change impacts and risks. The bill also requires the authority to submit annual reports to the SGC, with the scope of the report outlined in the bill.

[AB 428](#) ([Mayes I](#)) **Local government planning.**

Current Text: Introduced: 2/4/2021 [html](#) [pdf](#)

Introduced: 2/4/2021

Status: 2/5/2021-From printer. May be heard in committee March 7.

Location: 2/4/2021-A. PRINT

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law, the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, makes certain findings and declarations relating to local government organizations, including, among other things, the encouragement of orderly growth and development, and the logical formation and modification of the boundaries of local agencies. This bill would make nonsubstantive changes to these findings and declarations.

Position

Watch

Subject

CALAFCO Comments: This is a spot bill.

AB 473

(Chau D) California Public Records Act.

Current Text: Introduced: 2/8/2021 [html](#) [pdf](#)

Introduced: 2/8/2021

Status: 2/9/2021-From printer. May be heard in committee March 11.

Location: 2/8/2021-A. PRINT

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The California Public Records Act requires state and local agencies to make their records available for public inspection, unless an exemption from disclosure applies. This bill would recodify and reorganize the provisions of the act. The bill would include provisions to govern the effect of recodification and state that the bill is intended to be entirely nonsubstantive in effect. The bill would contain related legislative findings and declarations. The bill would become operative on January 1, 2023.

Position

Watch

Subject

Public Records Act

CALAFCO Comments: This bill is a redo of AB 2138 from 2020 that did not move forward. According to the author's office, this bill and AB 474 are part of recommendations from the California Law Revision Commissions to reorganize and restructure the CPRA based on a request by the legislature for them to do that. CALAFCO will keep watch on the bill to ensure there are no substantive changes to the PRA.

AB 474

(Chau D) California Public Records Act: conforming revisions.

Current Text: Introduced: 2/8/2021 [html](#) [pdf](#)

Introduced: 2/8/2021

Status: 2/9/2021-From printer. May be heard in committee March 11.

Location: 2/8/2021-A. PRINT

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would enact various conforming and technical changes related to another bill that recodifies and reorganizes the California Public Records Act. The bill would only become operative if the related bill recodifying the act is enacted and becomes operative on January 1, 2023. The bill would also specify that any other bill enacted by the Legislature during the 2021 calendar year that takes effect on or before January 1, 2022, and that affects a provision of this bill shall prevail over this act, except as specified.

Position

Watch

Subject

Public Records Act

CALAFCO Comments: This bill is a redo of AB 2438 from 2020 that did not move forward. According to the author's office, this bill and AB 473 are part of recommendations from the California Law Revision Commissions to reorganize and restructure the CPRA based on a request by the legislature for them to do that. CALAFCO will keep watch on the bill to ensure there are no substantive changes to the PRA.

AB 588

(Garcia, Eduardo D) Local government.

Current Text: Introduced: 2/11/2021 [html](#) [pdf](#)

Introduced: 2/11/2021

Status: 2/12/2021-From printer. May be heard in committee March 14.

Location: 2/11/2021-A. PRINT

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law, the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, provides the exclusive authority and procedure for the initiation, conduct, and completion of changes of organization and reorganization for cities and districts, except as specified. This bill would make a nonsubstantive change to the provision naming the act.

Position

Watch

Subject

Other

CALAFCO Comments: This is a spot bill. According to the author's office there is no current intended use for the bill.

SB 13

(Dodd D) Local agency services: contracts: Counties of Napa and San Bernardino.

Current Text: Introduced: 12/7/2020 [html](#) [pdf](#)

Introduced: 12/7/2020

Status: 1/28/2021-Referred to Com. on GOV. & F.

Location: 1/28/2021-S. GOV. & F.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 establishes a pilot program under which the commissions in the Counties of Napa and San Bernardino, upon making specified determinations at a noticed public hearing, may authorize a city or district to provide new or extended services outside its jurisdictional boundary and outside its sphere of influence to support existing or planned uses involving public or private properties, as provided. Current law requires the Napa and San Bernardino commissions to submit a report to the Legislature on their participation in the pilot program, as specified, before January 1, 2020, and repeals the pilot program as of January 1, 2021. This bill would reestablish the pilot program, which would remain in effect until January 1, 2026. The bill would impose a January 1, 2025, deadline for the Napa and San Bernardino commissions to report to the Legislature on the pilot program, and would require the contents of that report to include how many requests for extension of services were received under these provisions.

Position

Watch

Subject

CKH General Procedures

CALAFCO Comments: This bill is the same as SB 799 from 2020 and seeks to re-establish and continue the pilot program for five more years. The program ended as of January 1, 2021 but due to the pandemic, SB 799 from 2020 to extend the sunset was not moved forward in the legislature.

SB 96

(Dahle R) Fallen Leaf Lake Community Services District Fire Department Protection Act of 2021: elections.

Current Text: Introduced: 12/21/2020 [html](#) [pdf](#)

Introduced: 12/21/2020

Status: 1/28/2021-Referred to Coms. on GOV. & F. and E. & C.A.

Location: 1/28/2021-S. GOV. & F.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would require the El Dorado County elections official, with the assistance of the Fallen Leaf Lake Community Services District, to conduct district elections pursuant to the Uniform District Election Law, except as otherwise provided in the bill. The bill, notwithstanding existing law, would provide that voters who are resident registered voters of the district, and voters who are not residents but either own a real property interest in the district or have been designated by the owner of a real property interest to cast the vote for that property, may vote in a district election in the Fallen Leaf Lake Community Services District, as specified. The bill would require the designations of voters and authority of legal representatives to be filed with the El Dorado County elections official and the secretary of the Fallen Leaf Lake Community Services District and maintained with the list of qualified voters of the district. This bill contains other related provisions and other existing laws.

Position

Watch

Subject

Special Districts Governance

CALAFCO Comments: This bill is the same as SB 1180 from 2020 which did not move through the legislature. It is a local El Dorado County/district bill. This bill does several things. (1) Provides that voters who are resident registered voters of the district, and voters who are not residents but either own a real property interest in the district or have been designated by the owner of a real property interest to cast the vote for that property, may vote in a district election in the Fallen Leaf Lake Community Services. (2) The bill also would authorize a voter who is not a resident of the district but owns a real property interest in the district to designate only one voter to vote on their behalf, regardless of the number of parcels in the district owned by the nonresident voter. (3) This bill would prohibit the Fallen Leaf Lake Community Services District from providing any services or facilities except fire protection and medical services, including emergency response and services, as well as parks and recreation services and facilities.

SB 273**(Hertzberg D) Water quality: municipal wastewater agencies.****Current Text:** Introduced: 1/29/2021 [html](#) [pdf](#)**Introduced:** 1/29/2021**Status:** 2/10/2021-Referred to Coms. on GOV. & F. and E.Q.**Location:** 2/10/2021-S. GOV. & F.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would authorize a municipal wastewater agency, as defined, to enter into agreements with entities responsible for stormwater management for the purpose of managing stormwater and dry weather runoff, to acquire, construct, expand, operate, maintain, and provide facilities for specified purposes relating to managing stormwater and dry weather runoff, and to levy taxes, fees, and charges consistent with the municipal wastewater agency's existing authority in order to fund projects undertaken pursuant to the bill. The bill would require the exercise of any new authority granted under the bill to comply with the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000. To the extent this requirement would impose new duties on local agency formation commissions, the bill would impose a state-mandated local program.

Position

Watch

SubjectMunicipal
Services

CALAFCO Comments: This bill is a redo of SB 1052 from 2020 that was not moved forward because of the pandemic. This bill adds authority to municipal wastewater agencies as outlined in 13911(a) and (b) relating to stormwater runoff and management. The bill authorizes this additional authority while keeping the LAFCo process to activate these latent powers intact.

SB 274**(Wieckowski D) Local government meetings: agenda and documents.****Current Text:** Introduced: 1/29/2021 [html](#) [pdf](#)**Introduced:** 1/29/2021**Status:** 2/10/2021-Referred to Com. on GOV. & F.**Location:** 2/10/2021-S. GOV. & F.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The Ralph M. Brown Act, requires meetings of the legislative body of a local agency to be open and public and also requires regular and special meetings of the legislative body to be held within the boundaries of the territory over which the local agency exercises jurisdiction, with specified exceptions. Current law authorizes a person to request that a copy of an agenda, or a copy of all the documents constituting the agenda packet, of any meeting of a legislative body be mailed to that person. This bill would require a local agency with an internet website, or its designee, to email a copy of, or website link to, the agenda or a copy of all the documents constituting the agenda packet if the person requests that the items be delivered by email. If a local agency determines it to be technologically infeasible to send a copy of the documents or a link to a website that contains the documents by mail or by other electronic means, the bill would require the legislative body or its designee to send by mail a copy of the agenda or a website link to the agenda and to mail a copy of all other documents constituting the agenda packet, as specified.

Position

Watch

SubjectPublic Records
Act

CALAFCO Comments: This bill is a modified redo of SB 931 from 2020 that did not move forward because of the pandemic. This bill updates the Government Code to require a public agency to email the agenda or agenda items to anyone who requests it or the link to the website where the documents can be accessed (current law requires the mailing of such documents upon request, this bill adds the option to email if requested).

SB 403**(Gonzalez D) Drinking water: consolidation.****Current Text:** Introduced: 2/12/2021 [html](#) [pdf](#)**Introduced:** 2/12/2021**Status:** 2/12/2021-Introduced. Read first time. To Com. on RLS. for assignment. To print.**Location:** 2/12/2021-S. RLS.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would authorize the state board to also order consolidation where a water system serving a disadvantaged community is at risk of failing to provide an adequate supply of safe drinking water or where a disadvantaged community is substantially reliant on domestic wells that are at risk of failing to provide an adequate supply of safe drinking water. This bill contains other related provisions.

Position**Subject**

CALAFCO Comments: Current law (Health & Safety Code Section 116682) authorizes the State Water Resources Control Board (Board) to order consolidation (physical or operational) of a public water system or state small water system serving a disadvantaged community that consistently fails to provide an adequate supply of safe drinking water, or a disadvantaged community (in whole or part) that is substantially reliant on domestic wells that consistently fail to provide an adequate supply of safe drinking water. This bill would add to that a water system or domestic well(s) that are at risk of failing to provide an adequate supply of safe drinking water, as determined by the Board. The bill also requires the Board, before ordering consolidation, to conduct outreach to ratepayers and residents served by the at-risk system and to consider any petition submitted by members of a disadvantaged community being served by the at-risk system.

Total Measures: 13 Total

News from the Board of Directors

CALAFCO QUARTERLY

February 2021

A message from the Executive Director

Greetings from your CALAFCO Board of Directors and Executive Director. It seems that our collective hope for an uneventful start to 2021 was met with laughter and resistance from the universe. However, we remain undaunted and resolute to move forward in partnership with our members to make great things happen in 2021.

This Quarterly Report will begin by highlighting the good news in our CALAFCO family first, followed by Association updates. Happy reading!

LAFcos in the News

Santa Clara LAFCo Receives State APA Award for Communication and Outreach Plan

After receiving the American Planning Association - California Northern Chapter's "Award of Excellence - Communication Initiative", ***Santa Clara LAFCo***'s project then received the State Chapter's 2020 Award of Excellence.

San Bernardino and San Diego LAFcos Awarded Sustainable Agricultural Lands Conservation (SALC) Grants

San Bernardino LAFCo, in partnership with the Inland Empire Resource Conservation District (IERCD), were awarded a SALC planning grant for \$220,475. The planning grant project aims to create a local tool for the preservation of agriculture lands, which does not currently exist in San Bernardino County. The goals of this project would be to encourage the long-term preservation of agricultural lands within San Bernardino County and develop local mitigation tools to provide a way for municipalities to preserve agricultural lands while continuing to address housing and growth needs.

San Diego LAFCo, in partnership with the Resource Conservation District (RCD) of Greater San Diego, the San Diego County Farm Bureau, the County of San Diego, and San Diego Association of Governments (SANDAG) were also awarded a SALC planning grant for \$250,000. The purpose for the funding is to develop a community vision and strategic plan to increase and preserve San Diego region's agricultural lands and preserve its economic viability in semi-rural and rural communities. The plan of action is to identify and monitor agricultural lands and uses to inform future preservation and enhancement opportunities.

The Strategic Growth Council (SGC) added LAFcos to the list of eligible entities to apply for SALC grants in January 2019 after many years of CALAFCO trying to get LAFcos eligible for state-level grant funding. Since then, ***San Bernardino*** and

San Diego LAFcos are the first two LAFcos to initiate a grant application.

CALAFCO congratulates ***Santa Clara, San Bernardino and San Diego LAFcos*** on their achievements!



Welcome to Our Newest Associate Member

CALAFCO welcomes our newest Silver Associate Member, ***Holly Owen***, Certified Planner. Holly's services include Municipal Service Reviews and planning and feasibility studies. To contact Holly, you can email her at holly.owen@gmail.com.

CALAFCO BOARD OF DIRECTORS

CALAFCO BOARD CHANGES

The Board recently welcomed three new Board members. In late October, two new members were elected to the Board. Representing the Coastal region county seat is ***Christopher Lopez***, ***Monterey LAFCo*** Commissioner and County Supervisor. The central region county seat also has a new representative, ***Merced LAFCo*** Commissioner and County Supervisor ***Daron McDaniel***. In January, the Board appointed a new member to fill the unexpired term of recently re-elected Board member Cheryl Brothers (who unfortunately lost her home election). Filling that unexpired term for the southern region city seat is ***San Bernardino LAFCo*** Commissioner and City of Fontana Mayor ***Acquanetta Warren***.



The Board also gratefully acknowledges the outgoing Board members whose dedicated service to CALAFCO had a great impact: former ***Monterey LAFCo*** Commissioner ***Jane Parker*** (coastal region county rep); former ***El Dorado LAFCo*** Commissioner ***Shiva Frentzen*** (central region county rep); and former ***Orange LAFCo*** Commissioner ***Cheryl Brothers*** (southern region city rep).

News from the Board of Directors

CALAFCO QUARTERLY

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In November, the officers of the Board for 2020-21 were seated as follows:

Chair – *Michael Kelley*, Imperial LAFCo (southern)
Vice Chair – *Anita Paque*, Calaveras LAFCo (central)
Secretary – *Bill Connelly*, Butte LAFCo (northern)
Treasurer – *Margie Mohler*, Napa LAFCo (coastal)
Immediate Past Chair – *Michael McGill*, Contra Costa LAFCo (coastal)

During their November meeting, the Board made the following Committee appointments:

Legislative Committee

Bill Connelly (North)
Gay Jones (At-Large)
Jo MacKenzie (South)
Mike McGill (Coastal)
Anita Paque (Central)
Michael Kelley (a) (South)
Chris Lopez (a) (Coastal)
Daron McDaniel (a) (Central)
Tom Murray (a) (At-Large)
Josh Susman (a) (North)

Elections Committee

Blake Inscore
Gay Jones (Chair)
Chris Lopez
David West

Awards Committee

Daron McDaniel
Jo MacKenzie
Margie Mohler
Anita Paque (Chair)
Josh Susman

2021 Annual Conference

David Couch
Tom Murray
Daniel Parra
David West (Chair)

The CALAFCO Board met virtually for their biennial strategic planning session on January 21, followed by a regular Board meeting the next day on January 22 (also virtual). The full meeting packet for both sessions is located on the CALAFCO website (and accessible to all CALAFCO members). During the strategic planning session the Board discussed several topics of critical importance to the Association, including the current dues structure and population cap used, the ongoing practice of using 15% net profit from the Annual Conference to balance the budget, and the issue of extension of services as it relates to local agencies not always seeking LAFCo authorization of exemption or approval to extend services.

After spending time connecting as a group, the strategic planning session began with a dashboard review of the Association's work in 2020. Highlights included the cancellation of both the Staff Workshop and Conference (and the fiscal impact to the Association as a result of the Conference cancellation due to the reliance of the 15% net profit to balance the budget); the creation and delivery of a series of webinars offered at no cost to CALAFCO members; a new section on the CALAFCO website that houses these

webinars for on-demand viewing; updates to the CALAFCO website; and the legislative year that wasn't. Additional work accomplished that was not part of the strategic plan for 2020 included a successful transition of the two primary contractors to employees and the retention of the Executive Director (originally set to retire in the fall of 2020). The full 2020 dashboard review can be found on the CALAFCO website.

The Board spent a great deal of time discussing the member LAFCo dues issue after receiving a full report from the dues ad hoc committee. After reviewing the various models considered by the ad hoc committee (16 in total), the Board received one additional model that had updated population figures from the Department of Finance (using the existing FY 2020-21 model as the base). Again, after much discussion, the Board gave unanimous consent to maintaining all of the existing variables in the FY 2020-21 dues model, using the required updated population estimates and not adding the CPI increase (estimated at 3%) for the FY 2021-22 dues. This decision was formally ratified with unanimous approval during the Board meeting on January 22. An announcement regarding the FY 2021-22 dues was distributed February 9, and you can find the dues on the CALAFCO website.

The Board then discussed the ongoing structural deficit and dangerous fiscal practice of using an unreliable educational event net profit to balance the budget. They gave unanimous consensus to no longer using any net profit from any education event to balance the budget. Underscored this year without a Conference, the loss of that budgeted net profit created a structural deficit. That decision was also formally ratified with unanimous approval during their Board meeting on January 22.

Later that afternoon there was a discussion about the problem of local agencies not seeking LAFCo authorization to extend services. The Board brainstormed non-legislative ideas for consideration this year as an interim solution to a legislative fix in 2022. The day ended with a brief conversation about SMGA and the relationship between LAFCo and investor-owned utilities.

The Board will consider adopting the next two-year strategic plan (for 2021-22) at their April 30 meeting.

During their January 22 meeting, in addition to ratifying the decisions noted above, the Board received the second quarter financial reports and directed the Executive Director to create a rolling two-year budget going forward (beginning with the draft FY 2021-22 budget) and adopted the 2021 legislative policies with the recommended amendment of the Legislative Committee.



News from the Board of Directors

CALAFCO QUARTERLY

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CALAFCO EDUCATIONAL EVENTS

2021 STAFF WORKSHOP AND ANNUAL CONFERENCE

Staff Workshop

Due to the COVID-19 pandemic, CALAFCO's Staff Workshop was once again cancelled. The workshop was scheduled for March 17-19 in Newport Beach.

CALAFCO staff successfully negotiated a revision in the facility contract for 2022 at the same rates as 2021. We are still working with the mobile workshop vendors to try and roll over the deposits for that event and will keep you posted.

We wish to thank our Workshop hosts, *Imperial* and *Orange LAFCos* who have graciously agreed to host in 2022 – third time is a charm they say!

CALAFCO is currently polling LAFCo staff on their desire to have something offered for staff only in a virtual format. Watch for updates soon. *If your LAFCo staff have not provided us that feedback, please do so by the deadline of February 12.*

Mark your calendars for the Staff Workshop on March 23 – 25, 2022.

Annual Conference

The Annual Conference, hosted by CALAFCO, is currently scheduled for **October 6 - 8** at the *Hyatt Regency Newport Beach John Wayne Airport*. We are hopeful by that time we will be able to safely meet in person, and the Conference planning committee will begin their work very soon. Watch for a call for program planning volunteers.

CALAFCO UNIVERSITY

We were pleased to offer six virtual sessions in 2020 between August and December. This year, CALAFCO is planning several virtual CALAFCO U sessions for the first half of the year. Once again, these sessions will be offered to our members at no cost to you. *Watch for save-the-date announcements coming very soon.* As a teaser, we are planning for a three-part session on Fire and EMS Agency reorganizations in March and another session on Hiring Best Practices in May.



CALAFCO ADMINISTRATIVE UPDATE

CALAFCO staff are working on the annual updates of the Membership Directory. It's requested you respond to the request for updates when you receive them from us.



CALAFCO LEGISLATIVE UPDATE



The new two-year legislative session is in full swing and it is anticipated to be another interesting year. As the deadline to introduce legislation nears (Feb. 19), we are seeing a large number of bills relating to COVID-19 response, wildfire prevention, education, healthcare and bridging the equity divide.

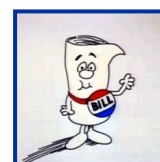
CALAFCO is sponsoring the 2021 Assembly Local Government Committee (ALGC) Omnibus bill and continues the work of the Protest Provision Rewrite Working Group as legislative priorities for 2021. The Working Group, consisting of 18 members (CALAFCO, CSDA, League, CSAC and reps from both local government committees) reconvened and has approved the submission of several obsolete special provisions relating to protests into the Omnibus bill. The group is also working on drafting language to consolidate all existing protest language into one section within CKH, and the subcommittee that is looking at the protest percentage threshold variances is reconvening.

CALAFCO has also been working closely since last fall with Senator Caballero's staff and the sponsors of SB 414 (2019-20) on a redo of that bill. Our conversations have included offering amendments to write LAFCos back into the formation process of the new water authorities. Although the new bill has not yet been introduced (as of the writing of this Report), it is expected before the 2/19 deadline.

The 2020 CKH Guide is now available to download from the CALAFCO website. We are also accepting orders for the hard copy version. Visit the CALAFCO website for details.

Full 2020 legislative reports from the ALGC and Senate Governance & Finance Committees are also available on the CALAFCO website.

All bills being tracked by CALAFCO can be found on the CALAFCO website inside the Legislation section of the site (log in with your member id first to access this section). The CALAFCO Legislative Committee meets regularly and all meeting materials are located in the Legislation section of the CALAFCO website.





CALAFCO ASSOCIATE MEMBERS' CORNER



This section is dedicated to highlighting our Associate Members. The information below is provided to CALAFCO by the Associate member upon joining the Association. All Associate member information can be found in the CALAFCO Member Directory.

City of Rancho Mirage

The **City of Rancho Mirage** has been a Silver Associate Member since July 2010. With a population of just over 18,000, the **City of Rancho Mirage** is located in the County of Riverside. The City offers an abundant amount of sunshine, great climate, and related resort-style living. For more information about the City, contact the Director of Development Services, **Jeremy Gleim**, at jeremyg@ranchomirageca.gov, or at 760-328-2266. Learn more about the City on their website at www.ranchomirageca.gov.



County Sanitation Districts of Los Angeles County



The County Sanitation Districts of Los Angeles County has been a Silver Associate

Member since July 2005. They are a public agency focused on converting waste into resources like recycled water, energy and recycled materials. The agency consists of 24 independent special districts serving about 5.6 million people in Los Angeles County. The service areas cover approximately 850 square miles and encompass 78 cities and unincorporated areas in the county. For more information on the Districts, contact **Donna Curry** at dcurry@lacsds.org, or visit their website at www.lacsds.org.

Rancho Mission Viejo

Rancho Mission Viejo has been a Silver Associate Member since June 2005. They are responsible for the development and management of a governance structure for a 23,000-acre, 14,000 home planned community. For more information, visit them at www.ranchomissionviejo.com or contact Michael Balsamo at mbalsamo@ranchomv.com.



RANCHO MISSION VIEJO

QK

A Silver Associate Member since September 2010, **QK** (formerly Quad Knopf) provides planning, engineering, biology, environmental and survey services to public and private clients. Their planners have previous experience working for public agencies, including serving as LAFCo Analysts and Executive Officers. They specialize in the San Joaquin and Sacramento Valley regions. For more information on **QK**, visit their website at www.qkinc.com, or contact **Jerome Keene** at jerome.keene@qkinc.com.



CALAFCO wishes to thank all of our Associate Members for your ongoing support and partnership. We look forward to continuing to highlighting you in future Quarterly Reports.

Did You Know??

CALAFCO 2020 Survey

Did you know we recently published the **2020 survey of member LAFCos relating to COVID?** The survey included questions about current and future operations, staffing models, commission meeting methods, and budget impacts.



Meeting Documents Online

Did you know that all **CALAFCO Board of Directors and Legislative Committee meeting documents are online?** Visit the Boards & Committees pages in the Members Section of the site. Board documents date back to 2008 and Legislative Committee documents back to 2007.

CALAFCO Courses Archived

Did you know that all **CALAFCO University course materials are now archived on the CALAFCO website?** Visit the CALAFCO website in the CALAFCO U Course Material Archive section.

Mark Your Calendars For These Upcoming CALAFCO Events

- ❖ CALAFCO Legislative Committee virtual meeting – 2/19
- ❖ CALAFCO Legislative Committee virtual meeting – 3/26
- ❖ CALAFCO Board of Directors virtual meeting – 4/30



The **CALAFCO 2021 Calendar of Events** can be found on the CALAFCO website.

As we continue to face both known and unknown challenges, your CALAFCO Board and Staff wish all of you to stay safe and be healthy. We thank you for your continued dedicated service to the communities you serve. Be well.

CALIFORNIA ASSOCIATION OF LOCAL AGENCY FORMATION COMMISSIONS



CALAFCO MISSION

Provide educational, information sharing and technical support for our members by serving as a resource for, and by collaborating with, the public, the legislative and executive branches of state government and other organizations for the purpose of discouraging urban sprawl, preserving open-space and prime agricultural lands, and encouraging orderly growth and development of local agencies.

2020 ANNUAL REPORT

California Association of Local Agency Formation Commissions

Email: info@calafco.org

Website: www.calafco.org

1020 12th Street, Ste. 222

Sacramento, CA 95814

Tel: 916-442-6536





FROM THE CALAFCO EXECUTIVE DIRECTOR

For just about all of us, 2020 was quite a challenge. During the year, the California Association of Local Agency Formation Commissions (CALAFCO) dedicated itself to meet the new and evolving needs of our members. As they reinvented the way they work and deliver services, so did we.

Although we were unable to gather in person in March for our annual Staff Workshop or in October for our Annual Conference, we stayed connected with virtual meetings and virtual educational events. We learned from each other as we supported one another through a historic time. CALAFCO stood in support of our member LAFcos by shifting the way we provide supportive services and adjusted priorities to meet their changing needs.

2020 will be remembered as the year we would all like to forget. But doing so means we also forget the many things we learned - about ourselves as strong, capable, and resilient beings, and about the power of collective support, collaborative and innovative problem solving, and about our ability to generate hope for systemic and sustainable change.

Without missing a beat, LAFcos throughout the state continued to provide the necessary leadership in fulfilling their missions, and in supporting their respective local agencies and the communities they serve. I would like to take this opportunity to thank all of our member LAFcos for their dedicated, focused and steadfast commitment to the work they do and the people they serve.

I also want to thank the CALAFCO regional staff for their support and contributions to the Association. A special thank you to our Associate member partners for their generous support of CALAFCO. Last but certainly not least, I want to express my gratitude to the CALAFCO Board of Directors, all of whom worked tirelessly throughout the year in support of the ideals and mission of CALAFCO and all LAFcos. Through their leadership, vision and tenacity, the Association met the challenges of the year.

I'm proud to represent the Association and all 58 LAFcos as well as our Associate Members, and present the 2020 Annual Report, which highlights the collective work of the past year and many of the achievements we realized. We hope you enjoy this new format of the Annual Report. I look forward to what we can accomplish together in 2021.

A handwritten signature in blue ink, reading "Pamela Miller". The signature is fluid and cursive, with a long horizontal stroke at the end.

Pamela Miller
Executive Director
CA Association of Local Agency Formation Commissions

FROM THE 2019-2020 CALAFCO CHAIR OF THE BOARD



We are living in interesting times!

Every time I think it can't get worse; it does. At the time I wrote this article, we were plagued by record heat and fires. Often past chairs have written something like, "...it was a challenging but rewarding year". I will say it was a challenging year; I don't think I can call it rewarding, but I have been proud to see how CALAFCO rose to the challenge and pivoted to address the impacts thrown on us by this pandemic. We moved to virtual meetings, made Zoom available to our member LAFcos, held regular meetings with our member LAFco Executive Officers/Clerks and made a series of virtual CALAFCO U classes and on demand webinars available free to our members; we continue to focus on "value added" to our members. Much of the credit for this, and its success, is due to efforts by our Executive Director, Pamela Miller, who we were fortunate to retain, as an employee, after she announced her retirement; we are indebted to her. Of course many others pitched in to make this possible and the CALAFCO Board provided needed support.

We were forced to cancel our Annual Conference. Many LAFcos were directly impacted as were many government agencies. Many have died, the economy was rocked and many individuals struggle to meet basic needs; essential workers continue to provide service and others are forced to work out of economic necessity-risking their, and their family, health and lives.

My father, the youngest of four, was born in 1927. As I grew up, his parents from time to time, talked about the influenza pandemic of 1918. I used to find those stories surreal; people confined to their homes, a red notice nailed to the door and many deaths. My grandparents not only endured this pandemic but, in their lifetime, faced WWI, the Great Depression and WWII. Much of this is now delegated to "just history". My grandparents came thru it and someday 2020 will also be delegated to history.

I'm proud that CALAFCO more than survived this challenge. Our dues change let us avoid a structural deficit and a loss for the year even with the cancellation of the Annual Conference. Our prudent reserves may allow us to cover unexpected costs, especially legal costs as we navigated AB 5, converting Pamela and Jeni to employees.

We continue to proudly serve our member LAFcos and remain a viable and respected voice in Sacramento.
Thanks to all of you.

A handwritten signature in blue ink, which appears to read "Michael R. McGill".

Michael R. McGill, P.E.
Chair of the Board, 2019-2020
CA Association of Local Agency Formation Commissions

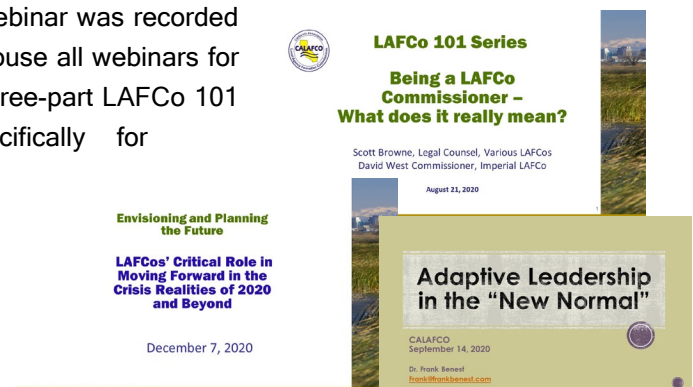
CALAFCO 2020 Annual Report

In 2019, CALAFCO began a two-year strategic plan to define the Association's priorities and guide the work. There were three main strategic areas each with actionable goals for each of the two years. This report highlights the achievements of the work in 2020 towards those goals.

1. Serve as an educational resource to member LAFCo Commissioners, LAFCo staff, Associate Members, and stakeholders.
2. Focus efforts on Association member development and communication.
3. Serve as an information resource to all Association members, work as a legislative and policy advocate for LAFCo issues and provide information to the Legislature and other stakeholders.

1. Serve as an educational resource

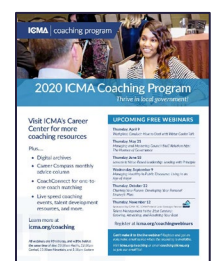
Given the COVID-19 pandemic, in-person training and educational opportunities were impossible from mid-March through the end of 2020. This meant the cancellation of our annual Staff Workshop and Annual Conference. However, in early summer, CALAFCO staff began looking at how to deliver short educational sessions virtually - something CALAFCO had never done before. From August through December, six webinars were successfully delivered at no cost to our members. Additionally, each webinar was recorded and a new section created on the CALAFCO website to house all webinars for member on-demand viewing. Webinar topics included a three-part LAFCo 101 series (including a newly designed session specifically for Clerks/Analysts and another for LAFCo Commissioners), adaptive leadership, and two sessions on LAFCos role in this "new/now normal" world of ours. In total, 274 LAFCo staff, commissioners and Associate Members attended these free educational offerings.



Early in January CALAFCO hosted a CALAFCO University session in Orange County focusing on legacy costs associated with reorganizations.

We are proud to continue to offer our members AICP credits when applicable for any educational session we host.

CALAFCO remains a coaching partner with Cal-ICMA and through this partnership all of our members receive free access to professional development webinars, one-to-one coaching and other professional development resources.



2. Focus efforts on Association member development and communication

In response to our members, CALAFCO developed a short series of News Bulletins and distributed them to the membership during the first three months of the State's shutdown. The Bulletins advised members of the latest Executive Orders and other noteworthy news items that impacted LAFcos and other local agencies.

Beginning mid-March, we hosted weekly meetings for LAFCo Executive Officers and another for LAFCo Clerks to allow for collaboration and information sharing. These meetings transitioned to virtual meetings and continue as monthly meetings into 2021, with as many as 32 Executive Officers attending the monthly meeting.

Knowing many of our members struggled to find effective ways for their Commissions to meet while maintaining transparency and public participation, CALAFCO purchased two Zoom licenses and provided the use of one of those licenses to our member LAFcos, along with our toll-free conference calling system, at no cost, as a way for our members to continue conducting business transparently.

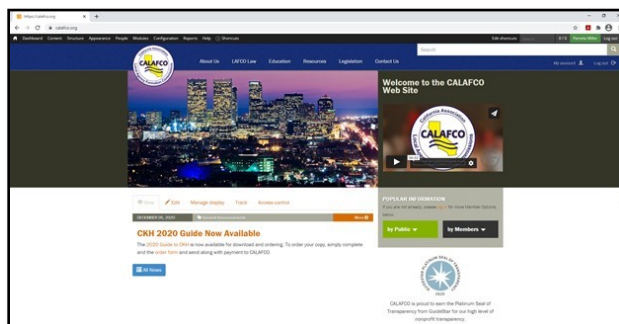


The events of 2020 were uncharted territory for many, and the fiscal aftermath will long be felt by all local agencies across the state. CALAFCO recognized this as a unique time for LAFcos to champion the support of local agencies and help rebuild communities. In partnership with several Executive officers and one of our Associate Member partners, CALAFCO created a series of messaging materials to assist our member LAFcos in their facilitation of local discussions on the

revitalization of their respective communities. These resources were introduced and distributed in December.

In addition to our normal communication tools of Quarterly Reports and list serves, we also hosted virtual regional roundtables in December for our member LAFcos (as a replacement for our in-person roundtables at the Annual Conference) as well as a LAFCo Legal Counsel roundtable in October. With so many of our members meeting virtually, our Executive Director was able to attend sixteen (16) different LAFCo meetings the second half of the year.

In response to the membership survey in 2019, CALAFCO staff spent time this year updating several of the most frequently used sections of the CALAFCO website. In addition to the creation of the new webinar archive, the CALAFCO University archives was updated, along with several sections within the LAFCo Law section. Other sections were completely reorganized and updated for easier member access to resource information and materials. CALAFCO is proud to continue earning the GuideStar Platinum Seal of Transparency for high level of nonprofit transparency.



CALAFCO 2020 Annual Report

3. Serve as an information resource and legislative and policy advocate

In addition to the work of enhancing the CALAFCO website as an informational resource, CALAFCO continued to participate in the Department of Water Resources' County Drought Advisory Group and lead the efforts of the 18-member Protest Provisions Stakeholder Working Group (Working Group).

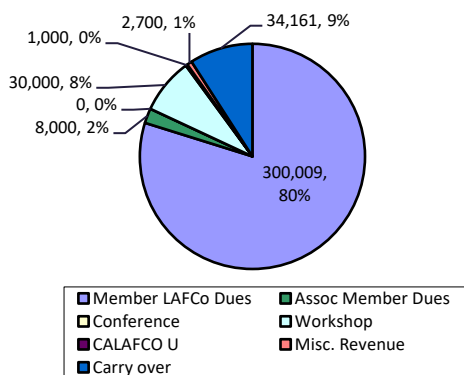
The 2020 legislative year turned out to be unlike any other and the pandemic turned legislation inside-out. The focus of the Legislature quickly turned to COVID response as well as responding to a historic year of wildfires and calls for social and racial justice and equity. At the direction of the CALAFCO Board, we ended our efforts to obtain state-level grant funding for LAFcos through sponsored legislation and did not sponsor an Omnibus bill in 2020. Instead, the Board made the proposal to make changes to statute pertaining to extension of services the legislative priority, along with the ongoing efforts of the Working Group. After seeking feedback and consensus from Executive Officers as directed by the Board, in late January the Executive Committee approved moving forward with seeking legislation. Given the late timing, the Association was unsuccessful in securing an author. As a result, CALAFCO did not sponsor any bills in 2020. It is uncertain if any bills (other than Omnibus) would have successfully passed through the Legislature given the shift in their focus mid-year. CALAFCO continued to support our membership through legislative action where appropriate and fiercely guarded LAFco authority when necessary, tracking 32 bills and taking positions on 7 bills.

Other 2020 highlights

There were several other highlights in 2020 that were not part of the two-year strategic plan. First, we successfully transitioned our two primary part-time contractors (Executive Director and Administrator) to part-time employees effective September 1 in compliance with AB 5. Additionally, for the first time, CALAFCO conducted a virtual election for the Board of Directors.

CALAFCO Financials 2020

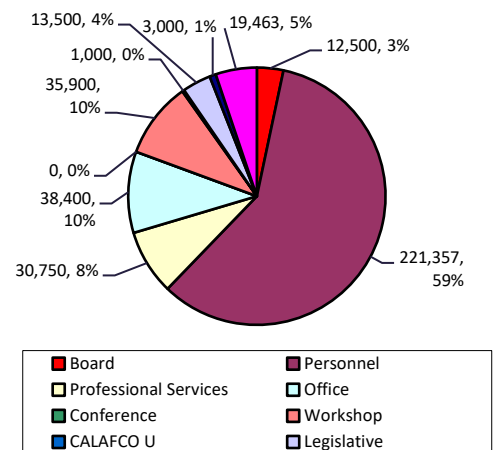
FY 2020-21 REVENUE BY CATEGORY AND % OF TOTAL BUDGET



In July, the Board of Directors adopted a revised budget without any Conference revenue/expenses, with new estimated employer costs and the retention of the Executive Director. The lack of the planned 15% Conference net profit created a structural deficit that can be covered by the net balance carryover into FY 2020-21, which ended up

larger than expected at the end of FY 2019-20 due to cost savings in other budget areas. By the end of 2020 it appeared savings into FY 2020-21 was continuing in many areas that will help the Association's financial outlook going into another uncertain fiscal year.

FY 2020-21 EXPENSES BY CATEGORY AND % OF TOTAL BUDGET



Looking ahead to 2021

Our LAFcos are strong and resilient and led with remarkable courage during 2020. CALAFCO remains committed to continue building a resilient and sustainable Association that supports our members in their work. To focus resources on our members' highest priorities in 2021, the CALAFCO Board of Directors' biennial strategic planning workshop in January will create the foundation for the Association's next two-year strategic plan. As we move into our 50th year, CALAFCO remains committed to:

- Serve as an educational resource to member LAFCo Commissioners, LAFCo staff, Associate Members, and stakeholders.
- Focus efforts on Association member relations, development, recognition and communication.
- Continue development of a strong and sustainable Association.
- Serve as an information resource to all Association members, work as a legislative and policy advocate for LAFCo issues and provide information to the Legislature and other stakeholders.

CALAFCO 2019-2020 BOARD OF DIRECTORS AND STAFF

OFFICERS (Oct 2019 – Oct 2020)

CHAIR - *Michael McGill*, Contra Costa LAFCo, District Member (Coastal)

VICE CHAIR - *Michael Kelley*, Imperial LAFCo, County Member (Southern)

SECRETARY - *Anita Paque*, Calaveras LAFCo, Public Member (Central)

TREASURER - *Bill Connolly*, Butte LAFCo, County Member (Northern)

IMMEDIATE PAST CHAIR - *Josh Susman*, Nevada LAFCo, Public Member (Northern)

MEMBERS (Oct 2019 – Oct 2020)

Cheryl Brothers, Orange LAFCo, City Member (Southern)

David Couch, Humboldt LAFCo, City Member (Northern)

Shiva Frentzen, El Dorado LAFCo, County Member (Central)

Blake Inscore, Del Norte LAFCo, City Member (Northern)

Gay Jones, Sacramento LAFCo, District Member (Central)

Jo MacKenzie, San Diego LAFCo, District Member (Southern)

Margie Mohler, Napa LAFCo, City Member (Coastal)

Tom Murray, San Luis Obispo LAFCo, Public Member (Coastal)

Jane Parker, Monterey LAFCo, County Member (Coastal)

Daniel Parra, Fresno LAFCo, City Member (Central)

David West, Imperial LAFCo, Public Member (Southern)

STAFF

EXECUTIVE DIRECTOR - *Pamela Miller*

ADMINISTRATOR - *Jeni Tickler*

LEGAL COUNSEL - *Clark Alsop*, Best Best & Krieger

CPA - *James Gladfelter*, Alta Mesa Group

EXECUTIVE OFFICER - *Stephen Lucas*, Butte LAFCo (Northern)

DEPUTY EXECUTIVE OFFICERS - *Christine Crawford*, Yolo LAFCo (Central); *Martha Poyatos*, San Mateo LAFCo (Coastal); and *Gary Thompson*, Riverside LAFCo (Southern)

CALAFCO 2020 Annual Report

A SNAPSHOT LOOK AT 2020 by the numbers

MEMBERSHIP

58 Member LAFcos

26 Associate Members

4 Regions

16 Member Board of Directors

Over 750 Commissioners & Staff supported



EDUCATION

300 Total attendees

7 Events

6 Webinars

1 CALAFCO U

LEGISLATION

32 Bills monitored, tracked, engaged and positions taken



ADMINISTRATION

8 List serves with **286** subscribers

58,843 Webpage views(www.calafco.org)

Over 60 meetings hosted for Member LAFcos

2 P/T Staff + **2** P/T Consultants + **4** Regional Staff



SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

CHAMBERS OF
TARA M. DESAUTELS
Presiding Judge
Department 1

René C. Davidson Courthouse
1225 Fallon Street
Oakland, CA 94612

February 10, 2021

Sblend Sblendorio
Board Member
Alameda County LAFCO
224 West Winton Ave., Suite 110
Hayward, CA 94544

Re: Alameda County Civil Grand Jury Nominations for the 2021-2022 Term

Dear Board Member Sblendorio,

Each year judicial officers of the Superior Court are responsible for presenting the names of civic-minded county residents to serve on the Civil Grand Jury. The jury's primary responsibility is to examine and report on the operations of local government agencies and to investigate citizen complaints, acting as the public's watchdog.

The court seeks your assistance in securing a pool of at least 30 nominees – six from each Alameda County Supervisorial District. Ultimately, 19 jurors will be selected randomly from this pool to be impaneled as the Alameda County Civil Grand Jury for 2021-2022.

How You Can Help

The court seeks a broad-based cross section of all communities that comprise Alameda County, thus, we seek your help in publicizing this opportunity as widely as possible. Please consider assisting our Grand Jury selection process through some combination of the following:

- Distribute the attached materials throughout your networks and directly to those whom you think might be suitable grand jurors;
- Announce the opportunity on your webpage, with a link back to the Grand Jury's website at <http://grandjury.acgov.org/index.page>;
- Post information regarding Grand Jury recruitment through your social media platforms, also including the website link: <http://grandjury.acgov.org/index.page>;

- Promote the opportunity in meetings with civic groups. (If you have area representatives, please encourage them to add this Grand Jury recruitment effort to their issues list.)

Information about qualifications and the application process is included in the attached materials and can be found online at <http://grandjury.acgov.org/join-us.page?> Prospective jurors should fill out the application online. Participation on the Civil Grand Jury is a serious commitment; it requires participation in at least two meetings per week for one year as well as review of related investigatory materials. (Meetings are currently taking place remotely, via Zoom. In-person meetings will only resume when safe to do so and will take place in downtown Oakland.)

In order to select a Grand Jury for the upcoming 2021-2022 fiscal year beginning July 1, 2021, staff must receive nominations no later than April 15, 2021. For questions about Grand Jury service, please call Cassie Barner at (510) 208-9855, or email her at Cassie.Barner@acgov.org.

Thank you in advance for your efforts.

A handwritten signature in blue ink, appearing to read 'Tara M. Desautels', with a long horizontal line extending to the right.

Tara M. Desautels
Presiding Judge

Attachments



ALAMEDA COUNTY CIVIL GRAND JURY

The Civil Grand Jury is an arm of the court authorized to investigate local government for the purpose of ensuring that public agencies and officials are working in the best interest of the public and are doing so effectively and economically. A 19-member panel of county residents volunteer for one year giving the Grand Jury an independent and unique role in securing local government accountability.

FUNCTIONS

Operating under the auspices of the Superior Court and subject to the court's general supervision, the Civil Grand Jury accomplishes its mission by investigating local government topics of their choice, often initiated by public complaints submitted to the jury. The Grand Jury has broad authority to examine local government agencies operating within Alameda County. The Grand Jury may:

Citizens' Watchdog

- Determine whether public monies are being spent wisely and for appropriate purposes;
- Inquire into charges that a public official or employee has engaged in willful misconduct while in office; and
- Inquire into the condition of jails, detention centers, and hospitals.

At the end of its term, the Grand Jury writes and releases a final report with findings and recommendations on the results of its investigations. The public agencies that are the focus of the Grand Jury's investigations are legally required to publicly respond to the Grand Jury's findings and recommendations within 90 days.

Citizen Complaints

Citizens alleging government waste or misconduct by officials may submit confidential complaints to the Grand Jury. The Grand Jury may investigate the complaints and, if the situation warrants, recommend corrective action. It has jurisdiction to investigate any city or county agency or special district operating within Alameda County (e.g., BART, EBMUD, AC Transit, school districts, etc.). Complaints can be filed online at www.grandjury.acgov.org.

Distinct from Criminal Grand Jury

The Civil Grand Jury does not normally hear criminal matters. In Alameda County, criminal grand jurors are selected from the regular Superior Court jury pool.

QUALIFICATIONS & COMMITMENT

Required Qualifications

Prospective Grand Jurors must possess the following qualifications (CA Penal Code §893):

1. Be a citizen of the United States at least 18 years of age;
2. Be a resident of Alameda County for at least one year immediately before being selected;
3. Have ordinary intelligence, sound judgment, and good character; and
4. Have sufficient knowledge of the English language.

Desirable Qualifications

1. Be open-minded with a concern for others' points of view;
2. Be able to work well with others in a group setting; and
3. Be interested in community affairs.

Disqualifications

A person may not serve if any of the following apply:

1. The person is serving as a trial juror in any court of this state;
2. The person has been discharged as a Grand Juror in any court of this state within one year;
3. The person has been convicted of malfeasance in office or any felony or other high crime; or
4. The person is serving as an elected public officer.

Grand Jurors are provided with training and support throughout their service. They must be willing to participate in questioning witnesses, reading and analyzing investigative materials, and in writing their final reports. Persons selected for Grand Jury service must commit to serve a minimum of one year (July 1 through June 30). Serving on the jury is a serious commitment; it requires participation in at least two weekly meetings on Wednesday and Thursday mornings with additional meetings and committee work. The commitment can become greater during the spring when drafting final reports. During the COVID-19 pandemic, meetings are currently being conducted remotely via Zoom. In-person meetings at the Grand Jury office in downtown Oakland will only resume when deemed safe.

SELECTION PROCESS

Citizens who meet the qualifications and who are able to commit to at least one year of service may apply online at: www.grandjury.acgov.org. The deadline for applying is April 15.

A panel of judges from the Alameda County Superior Court interviews each applicant and 30 finalists are chosen, six from each supervisorial district. The 30 finalists are summoned to a court appearance in late June for the jury to be randomly selected by lottery. The presiding judge can retain up to ten current jurors to serve a second term, and a total of 19 citizens serve as the Alameda County Civil Grand Jury.

RENUMERATION

Grand Jurors are paid \$15 per day for each day served, plus mileage and parking at a reduced rate.

CONTACT INFORMATION	
Cassie Barner Alameda County Grand Jury 1401 Lakeside Dr., Suite 1104 Oakland, CA 94612	Phone: 510.208.9855 Email: Cassie.Barner@acgov.org Web: www.grandjury.acgov.org



SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

- Do you want to increase the efficiency of local government, save taxpayers' dollars, and improve services?
- Are you a good listener?
- Can you cooperate with 18 others towards a common goal?
- Can you keep a secret? *All of your work must be kept confidential.*
- Can you commit yourself to a full year of work?
- Can you ask thoughtful questions, review documents, and help write reports?
- Can you attend at least two morning meetings each week in Oakland (during the COVID-19 pandemic, jurors are meeting remotely via Zoom. In-person meetings will only resume when deemed safe)?
- Can you contribute a substantial amount of time to the Grand Jury? *(at least 10-20 hours or more per month)*

The privilege of serving as a Grand Juror comes with many rewards including the satisfaction of making a worthwhile contribution to the improvement of your community.

How to Apply

1

Get an application!

2

Fill it out!

3

Give it to us!

- Online: acgov.org/grandjury/juror.htm
- In person (ask staff in the Court's Jury Room)
- Call, email, or mail:
Cassie Barner
Grand Jury Recruitment
1401 Lakeside Drive, Suite 1104
Oakland, CA 94612
cassie.barner@acgov.org
510-208-9855

For more information, contact the Grand Jury staff or visit the Grand Jury's website at
acgov.org/grandjury

The Grand Jury serves on a fiscal year basis, from July 1 through June 30. Applications are accepted throughout the year and are reviewed each spring for service beginning July 1st. You must be over 18, have lived in Alameda County for at least one year, and possess sufficient knowledge of the English language. Grand Jurors are paid \$15 per day plus mileage.

FUNCTIONS

Operating under the auspices of the Superior Court and subject to the court's general supervision, the Civil Grand Jury accomplishes its mission by investigating local government operations and citizen complaints.

"Citizens' Watchdog." The Grand Jury has broad authority to examine local government agencies including special districts. The Grand Jury may:

- Inspect and audit financial records to ensure that public funds are properly accounted for and spent legally;
- Inquire into the conditions of jails, detention centers, and hospitals; and
- Inquire into charges that a public official or employee engaged in willful misconduct while in office.

COMMITTEES The Grand Jury accomplishes much of its work through the use of committees, which are formed to evaluate government operation areas such as:

- Education
- Health & Social Services
- Government
- Law and Justice

Upon completion of each investigation, the Grand Jury issues an *interim report* that contains its findings, describes any problems encountered, and recommends solutions.

(Functions, continued)

At the end of its term, the Grand Jury issues a *final report* on the operations of Alameda County government. The County Board of Supervisors must comment upon the Jury's recommendations within 90 days.

Citizen Complaints. Citizens alleging government waste or misconduct by government officials may submit confidential complaints to the Grand Jury. The Grand Jury investigates the complaints, and, if the situation warrants, recommends corrective action. It has jurisdiction to investigate complaints about any city or county agency within Alameda County (e.g., BART, EBMUD, AC Transit, school districts, etc.).

The privilege of serving as a Grand Juror comes with many rewards including the satisfaction of making a worthwhile contribution to the improvement of one's community.

Distinct from Criminal Grand Jury.

In Alameda County, criminal grand jurors are selected from the regular Superior Court jury pool. They review evidence presented by the district attorney to determine whether an accused should be indicted for a criminal offense.

Required Qualifications

Prospective Grand Jurors must possess the following qualifications (CA Penal Code §893):

1. Citizen of the United States at least 18 years of age;
2. Resident of Alameda County for one year immediately before being selected;
3. Ordinary intelligence, sound judgment, and good character; and
4. Sufficient knowledge of the English Language.

Desirable Qualifications

1. Good health;
2. Open-minded with a concern for others' points of view;
3. Able to work well with others;
4. Interested in community affairs;
5. Able to ask thoughtful questions, review documents, and help write reports; and
6. Possess a general knowledge of the functions and responsibilities of city and county government.

Disqualifications

A person may not serve if any of the following apply:

1. The person is serving as a trial juror in any court of this state;
2. The person has been discharged as a Grand Juror in any court of this state within one year;
3. The person has been convicted of malfeasance in office or any felony or other high crime; or
4. The person is serving as an elected public officer.

APPLICATION & SELECTION PROCESS

- Each Superior Court Judge in Alameda County may nominate at least one person for Grand Jury service. However, it is not necessary to know a judge personally to become a Grand Juror. Qualified citizens who desire to be nominated for the Grand Jury and who are able to provide one year of service are encouraged to apply.
- Applications are accepted throughout the year and are reviewed each spring for service beginning July 1.
- Six nominees from each Alameda County Supervisorial District are chosen to create a pool of 30 candidates from which 19 are selected at random. These 19 citizens are then impaneled as the Civil Grand Jury.
- Soon after the selection process, impaneled Grand Jurors receive an orientation on city and county government and must complete and file a Statement of Economic Interest.

HOW TO APPLY

Obtain an application by calling **510-208-9855** or by visiting acgov.org/grandjury/juror.htm.

Complete the application and submit it to the staff contact listed below.

REMUNERATION Grand Jurors are paid \$15 per day for each day served, plus mileage and parking at a reduced fee.

CONTACT INFORMATION For more information, or to request an application, please contact Grand Jury staff:

Cassie Barner

Alameda County Grand Jury
1401 Lakeside Drive, Suite 1104
Oakland, CA 94612
510-208-9855

Email: cassie.barner@acgov.org

Web: acgov.org/grandjury/

Application: acgov.org/grandjury/juror.htm

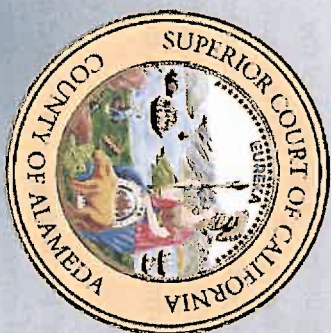


**Superior Court of California
COUNTY OF ALAMEDA**

Office of the Jury Commissioner
1225 Fallon Street, Room 100
Oakland, CA 94612

www.alameda.courts.ca.gov

Rev. April 2016



CIVIL GRAND JURY

Holding Local Government Accountable

The Civil Grand Jury is an independent entity authorized to investigate every aspect of local government to ensure that public agencies are working in the best interest of the public, and are doing so effectively and economically. This independence gives the Grand Jury a unique role in promoting local government accountability.