



NOTICE OF REGULAR MEETING AND AGENDA

ALAMEDA LOCAL AGENCY FORMATION COMMISSION

<u>THURSDAY, MARCH 13, 2025</u> <u>2:00 P.M.</u>

Ralph Johnson, Vice Chair — Nate Miley — David Haubert — John Marchand — Jack Balch — Mariellen Faria — Sblend Sblendorio Lena Tam, Alternate — City Member, Alternate — Georgean Vonheeder-Leopold, Alternate — Bob Woerner, Alternate

In Person:

Council Chamber Dublin City Hall 100 Civic Plaza Dublin, CA 94568

Or from the following remote locations:

• 1221 Oak Street, Fifth Floor, Oakland, CA 94612

Via Video-Teleconference Participation:

https://us02web.zoom.us/j/82983511571?pwd=bi8xWkVsU2QxYjB3bzE2S2lubnN2Zz09 Meeting ID: 829 8351 1571 Password (if prompted): lafco or 140331 (669)-900-9128

Remote participation by e-mail is also welcomed by sending comments to LAFCO staff at rachel.jones@acgov.org. All e-mails received before 4:00 P.M. one business day before the meeting will be forwarded to the Commission and posted online. These comments will also be referenced at the meeting.

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 and Pledge of Allegiance

- 2. Roll Call
- **3.** Welcome Returning/New Commissioners: The Commission will learn the outcome of the Alameda County Mayors' Conference on March 12, 2025, for the city member and alternate member seats.

4. Public Comment: Anyone from the audience may address the Commission on any matter not listed on the agenda and within the jurisdiction of Alameda LAFCO. The Commission cannot act upon matters not appearing on the agenda. *Speakers are limited to three (3) minutes.*

5. Consent Items:

- a. Approval of Meeting Minutes: January 9, 2025 Regular Meeting
- **b.** Third Quarter Budget Report for FY 2025-2026
- c. Contract Award for Health Services Municipal Service Review
- d. Contract Award for Accounting Services
- e. Contract Award for Payroll Services
- f. Request for Proposals (RFP) for Human Resources and Benefits Consulting
- g. Request for Proposals (RFP for General Counsel Services

6. Draft Operating Budget and Work Plan for FY 2025-2026 – (Public Hearing)

The Alameda Local Agency Formation Commission (LAFCO) will consider adopting a draft budget and work plan for fiscal year 2025-2026 in anticipation of taking final action at its next regular meeting. Proposed budget expenses total \$910,855, representing an increase of \$92,317, or 11.3% from the current fiscal year. The increase is marked by expenses as LAFCO transitions towards operational separation from the County, which includes employee benefits and professional services for operational costs such as payroll, bookkeeping, and legal expenses.

LAFCO Staff Recommendation: Adoption will precede a formal public review and comment period and conclude with final action taken at the next regular meeting scheduled for May 8, 2025.

7. EBRPD and LARPD | Review of Tax Sharing Agreement and Service Provisions – (Business)

The Alameda Local Agency Formation Commission (LAFCO) will receive a summary from the meeting held on February 28, 2025, between the Livermore Area Park and Recreation District (LARPD) and East Bay Regional Park District (EBRPD) District in response to the Commission's request to facilitate discussions regarding the agencies' 1992 property tax sharing agreement. Both districts have submitted materials and comments that have been incorporated into the summary, highlighting key issues, perspectives of each district, financial findings, and LAFCO's suggestions for resolution.

LAFCO Staff Recommendation: This item is for Commission discussion and feedback only.

8. Transition Plan for Operational Independence and Extension of County MOU – (Business)

The Alameda Local Agency Formation Commission (LAFCO) is undergoing significant transition to achieve full operational independence from the County. In preparation for this shift, a Transition Plan has been developed to establish the necessary financial, administrative, and operational infrastructure required for LAFCO to function as a fully independent agency. This plan provides a framework for securing financial services, contracting essential professional services, and implementing key operational policies. Additionally, the plan includes extending the existing Memorandum of Understanding (MOU) with the County until December 2025, allowing for a cooperative transition period. **LAFCO Staff Recommendation:** Staff recommends approval of the Transition Plan and authorizing the Executive Officer to negotiate and execute an amendment to the MOU until December 31, 2025.

9. **Opening a Transitional Bank Account with Bank of Fremont** – (Business)

This report recommends that the Alameda Local Agency Formation Commission approve the opening of a dedicated transitional bank account with Bank of Fremont. An initial deposit of \$5,000 is proposed to cover setup expenses and initial operational costs as LAFCO moves towards full operational separation from the County of Alameda.

LAFCO Staff Recommendation: Staff recommends approval.

10. Matters Initiated by Members of the Commission

11. Executive Officer Report

12. Informational Items

- a. Current and Pending Proposals
- b. Progress Report on 2024-2025 Work Plan
- c. CALAFCO Staff Workshop from April 30th May 2nd in Temecula, California
- **d.** Form 700: Due April 1
- e. Commissioners with terms ending May 2025:
 - 1. Georgean Vonheeder-Leopold
 - 2. John Marchand

13. Adjournment of Regular Meeting

Next Meetings of the Commission

<u>Policy and Budget Committee Meeting</u> Thursday, April 3, 2025 at 2:00 p.m., Dublin City Hall, Library Community Room

<u>Regular Meeting</u> Thursday, May 8, 2025 at 2:00 p.m., Dublin City Hall, Council Chamber

ALAMEDA LAFCO March 13, 2025 Regular Meeting Agenda Page 4 of 4

DISCLOSURE OF BUSINESS OR CAMPAIGN CONTRIBUTIONS TO COMMISSIONERSRE

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 <u>\$250</u> or morein business or campaign contributions from an applicant, an agent of an applicant, or any financially interested person who actively supports or opposes a decision on the matter. A LAFCo decision approving a proposal (e.g., for an annexation) will often be an "entitlement for use" within the meaning of Section 84308. Sphere of Influence determinations are exempt under Government Code Section 84308.

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

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

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





Alameda Local Agency Formation Commission

AGENDA REPORT March 13, 2025 Item No. 5a

TO: Alameda Commissioners

FROM: April L. Raffel, Commission Clerk

January 9th Regular Meeting Minutes **SUBJECT:**

The Alameda Local Agency Formation Commission (LAFCO) will consider draft minutes prepared for the regular meeting held on January 9, 2025. The minutes are in action-form and being presented for formal Commission approval.

Background

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

Discussion

This item is for Alameda LAFCO to consider approving action minutes for the January 9, 2025, regular meeting. The attendance record for the meeting follows.

- All regular Commissioners were present except John Marchand (City of Livermore).
- All alternate Commissioners were present except Lena Tam (County of Alameda).

Alternatives for Action

The following alternatives are available to the Commission:

Alternative One (Recommended):

Approve the draft minutes prepared for Alameda LAFCO's January 9, 2025, regular meeting. (Attachment 1) with any desired corrections or clarifications.

Alternative Two:

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

City of Livermore

City Member

Michael McCorriston, Alt.

Administrative Office

Rachel Jones, Executive Officer 224 West Winton Avenue, Suite 110 Hayward, California 94544 T: 510.670.6267 www.alamedalafco.org

Nate Miley, Regular County of Alameda

David Haubert, Regular County of Alameda

Lena Tam, Alternate County of Alameda

Jack Balch, Regular Ralph Johnson, Chair Castro Valley Sanitary District City of Pleasanton John Marchand, Regular

Mariellen Faria, Regular

Georgean Vonheeder-Leopold, Alternate

Dublin San Ramon Services District

Sblend Sblendorio, Regular Public Membe

Bob Woerner, Alternate Eden Township Healthcare District Public Member

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Recommendation

It is recommended the Commission proceed with Alternative Action One.

Procedures

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

Respectfully,

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April L. Raffel Commission Clerk

Attachments:1. Draft Meeting Minutes for January 9, 2025, Regular Meeting

<u>SUMMARY ACTION MINUTES</u> <u>ALAMEDA LOCAL AGENCY FORMATION COMMISSION</u> <u>January 9, 2025, Regular Meeting</u> <u>City of Dublin Council Chambers, 100 Civic Drive, Dublin, CA</u>

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

2. ROLL CALL

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

Regulars Present:	Mariellen Faria, Eden Township Healthcare District David Haubert, County of Alameda (regular) Ralph Johnson, Castro Valley Sanitary District (Chair) Nathan Miley, County of Alameda (regular) Sblend Sblendorio, Public Member
Alternates Present:	Michael McCorriston, City of Dublin (Voting) Georgean Vonheeder-Leopold, Dublin San Ramon Services District Bob Woerner, Public Member
Members Absent:	John Marchand, City of Livermore (regular) Lena Tam, County of Alameda (alternate)

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

3. PUBLIC COMMENT:

Vice Chair Johnson invited anyone from the public to address the Commission on any matter not listed on the agenda and within the jurisdiction of the Commission. The Commission Clerk confirmed there was one public comment to address the Commission from the following person:

- Constance L. Kopps, Livermore resident

Vice Chair Johnson closed the public comment.

4. CONSENT ITEMS

Item 4a

Approval of Meeting Minutes for October 11, 2024, Special Meeting

The item is presented for approval of the draft action minutes prepared for the Commission's special meeting on October 11, 2024. Recommendation to approve.

Item 4b

Approval of End of Fiscal Year 2023-2024 Budget Report

The item is presented for approval of the end of Fiscal Year 2023-2024 Budget Report. Recommendation to approve.

Item 4c

Approval of the Budget Update for Fiscal Year 2024-2025

The item is presented for approval of the Budget Update for Fiscal Year 2024-2025. Recommendation to approve.

Vice Chair Johnson asked if the Commissioners would like to pull any consent item for discussion. Vice Chair Johnson confirmed there was one public comment to address the Commission from the following person:

- Constance L. Kopps, Livermore resident

Vice Chair Johnson proceeded to close the public hearing.

Commissioner Sblendorio motioned with a second from Commissioner Haubert to approve the consent calendar.

AYES:	Faria, Haubert, Johnson, McCorriston (voting for Marchand), Miley, and Sblendorio
NOES:	None
ABSENT:	Marchand
ABSTAIN:	None

The motion was approved 6-0.

5. COMMISSION OFFICERS | CHAIR APPOINTMENT - (Business)

Item presented by Executive Officer Jones to consider appointing a new Chair to fill the current vacancy on the Commission. The Vice Chair will have the opportunity to serve as Chair for the remainder of the term (ending May 2025). Recommendation to appoint a new Chair to fill the current vacancy on the Commission through May 2025.

Vice Chair Johnson invited a discussion from the Commission. There were none.

Vice Chair Johnson invited public comments. There were none.

Commissioner Sblendorio motioned with a second from Commissioner Haubert to appoint Vice Chair Johnson as Chair for the term ending May 2025.

AYES:	Faria, Haubert, Johnson, McCorriston (voting for Marchand), Miley, and Sblendorio
NOES:	None
ABSENT:	Marchand
ABSTAIN:	None

The motion was approved 6-0.

6. PRESENTATION AND UPDATE ON THE REGIONAL WATER AND WASTEWATER COMMITTEE- (Business)

The item was presented to consider receiving a PowerPoint presentation from Eric Rosenblum, P.E., on the establishment and progress of a Regional Water and Wastewater Committee in Alameda County. Recommendation is that no formal action is required at this time unless otherwise directed by the Commission.

Commission discussion followed.

Chair Johnson invited public comments. Comments were received from the following people:

- Olivia Sanwong, East Bay Regional Parks District (EBRPD)
- Kelly Abreu, Fremont resident

Chair Johnson proceeded to close the public hearing. Commission discussion continued.

Based on the Commission's feedback, the consultant team will continue refining the report to define the committee's structure and objectives, highlighting key collaboration opportunities and potential challenges. The finalized report will be submitted to Alameda LAFCO in June 2025, at which point the Commission may make a final determination.

7. REVIEW OF LARPD AND EBRPD PROPERTY TAX EXCHANGE AGREEMENT DETAILS – (Business)

The item presented by Executive Officer Jones to consider reviewing materials submitted by both Livermore Area Park and Recreation District (LAPRD) and East Bay Regional Park District (EBRPD) in response to the Commission's request to facilitate discussions regarding the agencies' 1992 property tax exchange agreement. Executive Officer Jones provided background on the request for detailed information from LARPD and EBRPD. While both agencies have submitted materials, additional information is still pending.

Chair Johnson invited Commission comments and questions.

Commission discussion continued.

Chair Johnson invited public comments. Comments were received from the following people:

- Mat Fuzie, LARPD
- Olivia Sanwong, EBRPD
- David Furst, LARPD
- Jan Palajao, LARPD
- Constance L. Kopps, Livermore resident
- David Lunn, Alameda County Ag Advisory, Trail Subcommittee
- Kelly Abreu, Fremont resident

Chair Johnson proceeded to close the public hearing. Commission discussion continued.

After discussing the matter, the Commission decided to continue Agenda Item No. 7, Alternate Two, for consideration at a future meeting with a focus on gathering comprehensive data.

8. MEMORANDUM OF UNDERSTANDING (MOU) WITH COUNTY OF ALAMEDA | 2ND AMENDMENT – (Business)

The item continued from the May 9th regular meeting when the Commission approved a sixmonth extension to the Memorandum of Understanding Agreement between Alameda LAFCO and the County of Alameda.

Executive Officer Jones presented a staff report to consider retroactive approval of a one-month extension to its existing Memorandum of Understanding (MOU) agreement with the County of Alameda for contract services. That agreement has since expired on December 31st, 2024. The MOU has been a key framework for LAFCO's contract services with the County, supporting its mission to oversee the orderly development and coordination of local government. With the extension now expired, the Commission must consider approving a month-to-month contract with the County to maintain service continuity while ongoing operational needs are assessed. The second amendment to the contract agreement is set to expire on January 30, 2025. Staff are requesting an amendment to the staff recommendation, not included in the staff report, to extend the authority for the MOU extension to February 28, 2025. This would grant the staff authorization to sign that agreement for February without requiring the Commission to reconvene, as it does not meet that month.

Commissioner Sblendorio inquired whether Executive Officer Jones could be authorized to sign another extension instead of returning to the Commission for approval each month.

Commission Counsel, Andrew Massey, deferred question to Legal Counsel, Malathy Subramanian, who confirmed that granting Executive Officer Jones blanket authorization to approve the month-to-month amendment agreements through June 30, 2025, was permissible.

Chair Johnson invited public comments. There were none.

Commissioner Sblendorio motioned with a second from Commissioner Faria to approve the second amendment extending the County MOU agreement and permitting month-to-month extensions through June 30, 2025, at the Executive Officer's discretion.

AYES:Faria, Haubert, Johnson, McCorriston (voting for Marchand), Miley, and SblendorioNOES:NoneABSENT:MarchandABSTAIN:None

The motion was approved 6-0.

9. 2nd PHASE OF LAFCO INDEPENDENCE REPORT AND TRANSTION PLAN FOR SEPARATION – (Business)

This item is to consider approval of the second phase of the Independence Report by consultant Roseanne Chamberlain, outlining next steps for LAFCO's financial and operational independence from Alameda County. This report has been amended following the County's separation notice dated December 20, 2024. Staff request an amendment to direct the Policy and Budget Committee to review potential vendors and present their selections to the Commission through a competitive bid process.

Recommendation to accept and file the report and return item #9 to the Commissioner at the next regular meeting with recommendations.

Chair Johnson invited a Commission discussion. Commission discussion continued.

Chair Johnson invited public comments. There were none.

Commissioner Faria motioned with a second from Commissioner Sblendorio to accept and file the report and continue item #9 to the next regular meeting.

AYES:Faria, Haubert, Johnson, McCorriston (voting for Marchand), Miley, and SblendorioNOES:NoneABSENT:MarchandABSTAIN:None

The motion was approved 6-0.

10. MATTERS INITIATED BY MEMBERS OF THE COMMISSION

- Alternate Commissioner Vonheeder-Leopold distributed "Ask Me About LAFCO" lapel pins that she received at the 2024 Annual CALAFCO Conference.

11. EXECUTIVE OFFICER REPORT

- Arroyo Lago Residential Project Draft Environmental Impact Report (EIR) update.

12. INFORMATIONAL ITEMS

- **a.** Current and Pending Proposals
- b. Progress Report on 2023-2024 Work Plan
- **c.** Form 700: Due April 1
- d. Commissioners with terms ending May 2025
 - 1. Georgean Vonheeder-Leopold
 - 2. John Marchand

13. ADJOURNMENT OF REGULAR MEETING

Chair Johnson adjourned the meeting at 3:51 p.m.

Next Meetings of the Commission

<u>Policy and Budget Committee Meeting</u> Thursday, February 6, 2025, at 2:00 p.m., Dublin City Hall, Bray Community Room

Regular Meeting

Thursday, March 13, 2025, at 2:00 p.m., Dublin City Hall, Council Chambers

I hereby attest the minutes above accurately reflect the Commission's deliberations at its January 9, 2025 regular meeting.

ATTEST,

aprile Ray

April L. Raffel Commission Clerk





Alameda Local Agency Formation Commission

AGENDA REPORT March 13, 2025 Item No. 5b

TO: Alameda Commissioners

FROM: Rachel Jones. Executive Officer

SUBJECT: Budget Update for Fiscal Year 2024-2025 | Third Quarter Report

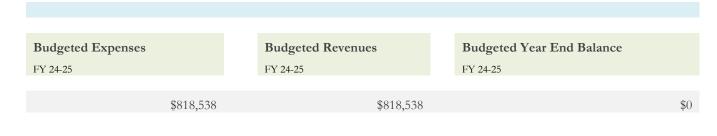
The Alameda Local Agency Formation Commission (LAFCO) will review a report comparing budgeted to actual transactions through the third quarter of fiscal year 2024-2025. Actual expenses processed through the first eight months totaled \$454,084, an amount representing 55.5% of the budgeted total with a third of the fiscal year complete. The report is being presented to the Commission to accept, file, and provide direction to staff as needed.

Information

Alameda LAFCO's adopted budget for 2024-2025 totals \$818,538. This amount represents the total approved operating expenditures for the fiscal year divided between three active expense units: salaries and benefits; services and supplies; and internal services. A matching revenue total was also budgeted to provide a balanced budget and with the purposeful aid of a planned \$270,000 transfer from reserves. Budgeted revenues are divided amongst three active units: intergovernmental contributions, application fees, and investments.

Discussion

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



Administrative Office Rachel Jones, Executive Officer 224 West Winton Avenue, Suite 110 Hayward, California 94544 T: 510.670.6267 www.alamedalafco.org

Nate Miley, Regular

County of Alameda

David Haubert, Regular County of Alameda

I ena Tam, Alternate County of Alameda

Jack Balch, Regular Ralph Johnson, Chair City of Pleasanton

City of Livermore

City of Dublin

Michael McCorriston, Alt.

Castro Valley Sanitary District John Marchand, Regular Mariellen Faria, Regular

Eden Township Healthcare

Georgean Vonheeder-Leopold, Alternate

Dublin San Ramon Services District

Sblend Sblendorio, Regular Public M

Bob Woerner, Alternate Public Member

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Summary of Operating Expenses

The Commission's budgeted operating expense total for 2024-2025 is \$818,538. Actual expenses processed through the first eight months totaled \$454,084, an amount representing 55.5% of the budgeted total with a third of the fiscal year complete. Actuals through the first eight months and related analysis suggest the Commission is ahead of finishing the fiscal year with a balanced budget. A discussion on budgeted and actual expenses through the first eight months and related year-end projections follow.

Expense Units	Adopted	Actuals	Percent Expended	Remaining Balance
Salaries and Benefits	464,819	306,780	66%	158,039
Services and Supplies	271,869	134,461	50%	137,408
Internal Service Charges	81,850	12,843	16%	69,007
	\$818,538	\$454,084	56%	\$364,454

Staffing Unit

The Commission budgeted \$464,819 in Staffing or Salaries and Benefits Unit for 2024-2025. Through the first eight months, the Commission's estimated expenses within the affected accounts totaled \$306,780, or 66% of the budgeted amount. It is projected the Commission will finish the fiscal year with actuals equal to the budgeted amount.

Services and Supplies Unit

The Commission budgeted \$271,869 in the Services and Supplies Unit for 2024-2025 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 \$134,461, or 50% of the budgeted amount. Three of the affected accounts – finished with balances exceeding the proportional 66% threshold with explanations provided below. It was projected the unit will finish with a balanced budget.

<u>Training (Workshops and Conferences)</u>

This account covers the Commission's training and staff conferences. The Commission budgeted \$2,500 in this account for 2024-2025 based on recent actual trends. Actual expenses through February totaled \$1,807 and can be attributed to the recent CALAFCO Annual Conference in Yosemite. Additional expenses are expected for the CALAFCO staff workshop.

Records Retention

This account covers the Commission's records and storage fees. The Commission budgeted \$360 in this account for 2024-2025 based on recent actual trends. Actual expenses through February totaled \$281 and can be attributed to public records requests and retrieval fees. Staff projects limited additional costs over the succeeding months.

Memberships

This account covers the Commission's annual dues for ongoing membership of outside agencies and organizations as previously authorized by the members. This includes the CALAFCO membership. The Commission budgeted \$12,509 in this account for 2024-2025 based on recent trends. Actual expenses through February totaled \$12,509, or 100% 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 \$81,850 in the Internal Services and Supplies Unit for 2024-2025 to provide funding for *indirect* support services necessary to operate Alameda LAFCO. Through the first eight months, the Commission's actual expenses within the four affected accounts totaled \$12,843, or 15.7% of the budgeted amount. None of the affected accounts finished with balances exceeding the proportional 66% threshold, and staff estimates the unit to finish the fiscal year with a balanced budget.

Summary of Operating Revenues

The Commission budgeted operating revenue total for 2024-2025 at \$818,538. Actual revenues collected through the first eight months totaled \$474,796. This amount represents 59% of the budgeted total with a third of the fiscal year complete. A summary comparison of budgeted to actual operating revenue follows.

Revenue Units	Adopted	Actuals	Percent Expended	Remaining Balance
Agency Contributions	508,538	471,165	93%	37,373
Application Fees	30,000	0	0%	30,000
Interest	10,000	13,084	131%	-
Fund Balance Offset	270,000	0	0%	270,000
	\$818,538	\$484,249	59%	\$334,289

Agency Apportionments

The Commission budgeted \$508,538 in the Agency Apportionments Unit for 2024-2025. This total budgeted amount was to be divided into three equal shares at \$169,513 and invoiced among the County of Alameda, 14 cities, and 15 independent special districts as provided under State statute. Alameda LAFCO has received payments from most of the agencies. Staff has notified the County Auditor to send a second invoice to the remaining agencies for payment.

Application Fees Unit

The Commission budgeted \$30,000 in the Application Fees Unit for 2024-2025. Through the first eight months, no monies have been collected in this unit.

Interest Unit

The Commission budgeted \$10,000 in the Interest Unit for 2024-2025. Through the first eight months, \$13,084 has been collected in this unit by the County Treasurer.

Alternatives for Action

The following alternatives are available to the Commission:

Alternative One (Recommended):

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

Alternative Two:

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

<u>Alternative Three:</u> Take no action.

Recommendation

It is recommended the Commission proceed with Alternative Action One.

Procedures

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

Alameda LAFCO March 13, 2025 Meeting Agenda Item No. 5b

Respectfully,

Rachel Jones Executive Officer

Attachments: 1. 2024-2025 General Ledger through February 28, 2025 Blank for Photocopying

ALAMEDA LOCAL AGENCY FORMATION COMMISION Regional Service Planning | Subdivision of the State of California

Exper	nse Ledger	F	Y 2021-2022		FY 2022-2023		FY 2023-2024		FY 2024-202	5	
		Adopted	Actuals	Adopted	Actuals	Adopted	Actuals	Adopted	Year-to-Date	Di	fference
									As of 02-28-25		
Salary a	and Benefit Costs										
	Description										
<u>Account</u> 60001	Description Staff Salaries	250,564	250,564	275,933	275,933	292,488	258,028	320,565	211,572	(108,993)	66.0%
	Start Sataries Employee Benefits and Retirement (ACERA)	123,411	123,411	124,558	124,558	132,031	129,600	144,254	95,208	(49,046)	66.0%
		373,975	373,975	400,491	400,491	424,519	387,628	464,819	306,780	(158,039)	66.0%
Service	and Supplies										
Account	Description										
-	Intern	· ·	.	-	-	_	-	_	-	-	-
610077	Postage	500	-	500	-	500	-	500	-	-	-
610141	Copier	1,000	-	500	-	500	-	500	-	-	-
610191	Pier Diems	8,500	5,600	7,500	7,003	9,000	9,265	10,000	3,378	(6,622)	33.8%
610211	Mileage/Travel	500	373	600	124	1,200	1,493	2,000	465	(1,535)	23.3%
610461	Training (Conferences and Workshops)	2,500	-	2,500	4,619	2,500	6,493	2,500	1,807	(693)	72.3%
610241	Records Retention	350	210	350	-	350	178	360	281	(79)	78.1%
610261	Consultants	100,000	135,017	150,000	112,465	160,000	219,027	200,000	115,626	(84,374)	57.8%
61026		500	-	-	-	_	_	-	-	-	-
610263		5,000	-	5,000	-	5,000		5,000	-	-	-
61026		20,000	-	20,000	-	20,000	18,252	20,000	0	(20,000)	0.0%
61026	SALC Grant Charges		72,404		78,811		85,824	-		-	-
610311	CAO/CDA - County - Services	1,000	-	1,000	-	250	28,874	250	0	(250)	0.0%
610312	Audit Services	10,000	-	10,000	-	10,000	-	10,000	-	-	-
610351	Memberships	10,760	10,760	11,287	11,287	12,221	12,221	12,509	12,509	-	100.0%
610421	Public Notices	3,000	2,453	2,000	1,222	2,500	2,959	3,000	358	(2,642)	11.9%
610441	Assessor - County - Services	500	-	250	-	250	-	250	-	-	-
610461	Special Departmental	1,500	233	1,500	-	2,000	297	2,000	0	(2,000)	-
620041	Office Supplies	4,000	28	3,000	41	3,000	2,087	3,000	36	(2,964)	1.2%
Interna	l Service Charges	269,610 Amended	227,078	215,987	215,573	229,271	386,970	271,869	134,461	(137,408)	49.5%
Account	Description_										
619991	Office Lease/Rent/CDA	32,500	22,241	50,550	22,894	50,550	10,841	50,550	0	(50,550)	0.0%
630021	Communication Services	100		100		100	-	0	-	-	-
630061	Information Technology	25,870	27,938	26,000	22,080	27,000	22,080	28,000	12,843	(15,157)	45.9%
630081	Risk Management	3,280	-	3,300	-	3,300	3,300	3,300	0	-	-
	0	61,750	50,179	79,950	44,974	80,950	36,221	81,850	12,843	(69,007)	15.7%
Contin	gencies	50,000	-	50,000	. I	50,000		0		-	
Account	Description		i		1		1				
	Operating Reserve	· ·	.	· ·		-		-	-	-	-
		· ·	-	· ·	-	-	-	-	-	-	-
		655,335 Adopted									
	EXPENSE TOTALS	755,335 Amended	651,232	746,428	661,037	784,740	810,819	818,538	454,084	(364,454)	55.5%

Revenue Ledger	F	Y 2021-2022	FY 2022-2023		FY 2022-2023 FY 2023-2024			FY 2024-2025			
[Adopted	Actuals	Adopted	Actuals	Adopted	Actuals	Adopted	Year-to-Date As of 02-28-25	Dif	fference	
Intergovernmental											
Account Description											
- Agency Contributions											
County of Alameda	144,445	144,445	153,143	153,143	160,913	160,913	169,513	169,513	0	100.0%	
Cities	144,445	144,445	153,143	153,143	160,913	160,913	169,513	152,725	(16,788)	90.1%	
Special Districts	144,445	138,943	153,143	153,143	160,913	160,913	169,513	148,927	(20,586)	87.9%	
	433,335	427,833	459,429	459,429	482,740	482,739	508,538	471,165	(37,373)	92.7%	
Service Charges											
- Application Fees	30,000	6,434	30,000	-	30,000	10,650	30,000	0	(30,000)	0.0%	
- SALC Grant Funds	100,000 Amended	72,404		53,397		102,224					
Investments											
- Interest	7,000	5,765	7,000	7,156	7,000	50,048	10,000	13,084	3,084	130.8%	
Fund Balance Offset	185,000	185,000	250,000	250,000	265,000	265,000	270,000	0	-	-	
	655,335 Adopted										
REVENUE TOTALS	755,335 Amended	697,436	746,429	769,982	784,740	910,661	818,538	484,249	(334,289)	59.2%	
ļ,											
OPERATING NET	-	46,204	1	108,945	(0)	99,842	(0)	30,165	_	-	
		,		,	(*)	,					
UNRESTRICTED FUND BALANCE		716,424		632,624		376,975					





Alameda Local Agency Formation Commission

AGENDA REPORT March 13, 2025 Item No. 5c

TO:Alameda CommissionersFROM:Rachel Jones, Executive Officer
Ad Hoc Selection Committee (Johnson, Vonheeder-Leopold and Woerner)

SUBJECT: Contract Award for Health Services Municipal Service Review

The Alameda Local Agency Formation Commission (LAFCO) will consider awarding a service contract to the consulting firms Progressive Healthcare, Inc & ADW Consulting, LLC, to perform work associated with LAFCO's Health Services Municipal Service Review (MSR) and relevant sphere of influence updates. Staff proposes the consulting group complete one agency profile as Phase 1of the report before preparing the full MSR. The contract is for a six-month period, starting in March 2025, at a not to exceed cost of \$32,000. Staff recommends approval.

Background

Alameda LAFCO's work plan for fiscal year 2024-2025 includes an objective to complete a health services MSR, and update, where necessary, any related spheres of influence of the affected local agencies. Proposals for a consultant to conduct the MSR were received and reviewed, and the firms were subsequently interviewed by Alameda LAFCO's Ad Hoc Selection Committee.

Discussion

Selection Process

The Request for Proposals (RFP) calling for bids from experienced consultants to assist Alameda LAFCO with preparation of the subject MSR and spheres of influence updates was issued on December 2, 2024. The deadline to receive proposals was January 24, 2025. 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) database. The RFP was sent to at least 20 firms and posted on the Alameda LAFCO website 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, Bob Woerner, and Executive Officer, Rachel Jones.

Administrative Office

Rachel Jones, Executive Officer 224 West Winton Avenue, Suite 110 Hayward, California 94544 T: 510.670.6267 www.alamedalafco.org Nate Miley, Regular

County of Alameda
David Haubert, Regular

David Haubert, Regular County of Alameda

Lena Tam, Alternate County of Alameda Jack Balch, Regular City of Pleasanton Ralph Johnson, Chair Castro Valley Sanitary District

John Marchand, Regular

Michael McCorriston, Alt.

City of Livermore

City of Dublin

Mariellen Faria, Regular Eden Township Healthcare

Georgean Vonheeder-Leopold, Alternate

Dublin San Ramon Services District

Sblend Sblendorio, Regular Public Member

Bob Woerner, Alternate Public Member

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LAFCO received two proposals (RSG and Progressive Healthcare, Inc & ADW Consulting) and conducted interviews on February 6, 2025 remotely. The interviews were structured with questions designed to gauge the consultant's understanding of spheres of influence 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.

Progressive Healthcare, Inc & ADW Consulting is recommended to the Commission for the reasons including, but not limited to, the following:

- The consulting firm has extensive experience in the Healthcare field and expertise in performance metrics and data collection.
- The proposed methodology and level of experience indicates that work will be implemented in a timely manner.
- The proposal presents a comprehensive scope of work.
- The team members have significant experience in project management, healthcare, municipal services, working with public agencies, and public processes.

Financing

Staff recommends Progressive Healthcare, Inc & ADW Consulting complete the agency profile of Washington Healthcare District at a not-to-exceed cost of \$32,000. Following review of this profile, staff would proceed with the MSR for the remaining agencies – Eden Township Healthcare District, City of Alameda Healthcare District, and Emergency Medical Services County Service Area – at a remaining cost of \$95,000.

Alternatives for Action

The following alternatives are available to the Commission:

Alternative One (Recommended):

Contract with ADW Consulting for Phase 1 of the Health Service MSR for a contract period of 6 months, starting March of 2025; in an amount not to exceed \$32,000.

Alternative Two:

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

Alternative Three: Take no action.

Recommendation

It is recommended the Commission proceed with Alternative Action One.

Procedures

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

Respectfully,

Foole box

Rachel Jones Executive Officer

Attachment:

- 1. Draft Contract Agreement ADW Consulting, Inc.
- 2. ADW Consulting Proposal

Blank for Photocopying

Attachment 1

Page 1 of 11

P.O./Contract # ____

ALAMEDA LAFCO, ALAMEDA COUNTY, STATE OF CALIFORNIA STANDARD AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of July, 2023 by and between the ALAMEDA LOCAL AGENCY FORMATION COMMISSION, a public agency of the State of California, hereafter called the "Alameda LAFCO", and ADW Consulting, Inc., a business duly qualified in the State of California, whose principal place of business 1640 10th Avenue, Unit 305, San Diego, CA 92101 is hereafter called the "Contractor."

WITNESSETH

WHEREAS, the Alameda LAFCO desires to obtain professional consulting services related to the completion of the State-mandated sphere of influence updates and municipal service reviews for health services as described in Exhibit A attached 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.

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
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements

CONTRACT PERIOD will be a continuance from March 14, 2025 through September 14, 2025. This Agreement may be extended by mutual agreement of 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 \$32,000 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

CONTRACTOR

By:

Rachel Jones LAFCO EXECUTIVE OFFICER CONTRACTOR

By: _____

Title

11640 10th Avenue, Unit 305 San Diego, CA 92101

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 its Small Contracting Authority Policy on March 13, 2025.

Date: _____

ATTEST:

Alameda LAFCO County of Alameda State of California

Ву: _____

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.

- FEDERAL AND STATE AUDITS: Until the expiration of five (5) years after the furnishing of any 14. 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 224 West Winton, Suite 110 Hayward, CA 94544

To Contractor: ADW Consulting, Inc., 1640 10th Avenue, Unit 305 San Diego, CA 92101

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 A - SCOPE OF SERVICES

The Consultant will prepare an agency profile for the Washington Healthcare District and may include the following topics as part of their evaluation:

1) Strategic Overview:

• Review of the Healthcare District's mission, vision, and strategic objectives.

• Examination of the District's organizational structure, governance framework and decisionmaking processes.

• Outline the regulatory framework for Healthcare Districts

2) Stakeholder Engagement:

- Initial engagement with key stakeholders, including board members, healthcare professionals, community representatives and any other interested stakeholders.
- Gather input and feedback on each District's services and performance.

3) Service Assessment:

- Evaluation of the range of services provided by the Healthcare District
- Analysis of service utilization, access, affordability, and quality of care for patients and community members.

4) Financial Review:

- High-level review of each District's financial health, revenue sources, expenditure, and debt.
- Identification of any major financial challenges now and into the future (i.e. reimbursement)
- Examination and comparison between both public and private funding mechanisms for each District.

5) Written Determinations under Government Code Section 56430. LAFCOs must adopt a written determination for each of the following considerations:

- Growth and population projections of the affected area
- The location and characteristics of any disadvantaged unincorporated communities within or contiguous to the sphere of influence
- Present and planned capacity of public facilities, adequacy of public services, and infrastructure needs or deficiencies
- Financial ability of agencies to provide services
- Status of and opportunities for shared facilities
- Accountability for community service needs, including governmental structure and operational efficiencies
- Any other matter related to effective or efficient service delivery, as required by Commission policy

4. Deliverables

Develop Key Performance Indicators:

The Consultant will develop a MSR framework that identifies key performance indicators crucial to the healthcare districts in Alameda County and with respect to their core municipal service functions, as well as any related subclasses to those core service functions.

EXHIBIT B – CONTRACT PAYMENT TERMS

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 \$32,000. 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:

Jim Price, \$200 per hour Adam Wilson, \$200 per hour

160 hours total of work

- 2. Payments under the terms of this Agreement shall not exceed \$32,000. This amount includes: one agency profile draft in response to LAFCO staff review, all travel expenses, contingencies, and other miscellaneous expenses.
- 3. The term of this Agreement is March 13, 2025 to September 14, 2025.

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				
Α	Pre	mmercial General Liability mises Liability; Products and Completed Operations; Contractual bility; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage				
В	Con All and	mmercial or Business Automobile Liability owned vehicles, hired or leased vehicles, non-owned, borrowed d permissive uses. Personal Automobile Liability is acceptable for ividual contractors with no transportation or hauling related	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage				
С	Wo	rkers' Compensation (WC) and Employers Liability (EL) quired for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease				
D	End	dorsements and Conditions:					
	1.	ADDITIONAL INSURED: All insurance required above with the exce Workers' Compensation and Employers Liability, shall be endorsed to Formation Commission (LAFCO), the individual members thereof, and volunteers, and representatives. The Additional Insured endorsement 04 13.	o name as additional insured: the Alameda Local Agency nd all Alameda LAFCO officers, agents, employees,				
	2.	DURATION OF COVERAGE: All required insurance shall be maintal Insurance policies and coverage(s) written on a claims-made basis s and until 3 years following the later of termination of the Agreement a with the retroactive date of said insurance (as may be applicable) con this Agreement.	hall be maintained during the entire term of the Agreement and acceptance of all work provided under the Agreement,				
	3.	REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, in an endorsement and be primary and non-contributory and will not seek available to Alameda LAFCO. The primary and non-contributory endor 04 13. Pursuant to the provisions of this Agreement insurance effecter Contractor's contractual obligation to indemnify and defend the Inder	contribution from any other insurance (or self- insurance) rsement shall be at least as broad as ISO Form 20 01 ed or procured by the Contractor shall not reduce or limit				
	4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to Alameda LAFCO. Acceptance of Contractor's insurance by Alameda LAFCO shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.						
	 SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 						
	 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: 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. 						
	7.	 Joint insurance program with the association, partnership or othe CANCELLATION OF INSURANCE: All insurance shall be required Alameda LAFCo of cancellation. 					
	8.	CERTIFICATE OF INSURANCE: Before commencing operations un of Insurance and applicable insurance endorsements, in form and sa insurance coverage is in effect. Alameda LAFCO reserves the rights copies of all required insurance policies. The required certificate(s) a provision.	tisfactory to Alameda LAFCO, evidencing that all required to require the Contractor to provide complete, certified				

REQUEST FOR PROPOSAL FOR ALAMEDA LAFCO HEALTHCARE SERVICES MUNICIPAL SERVICE REVIEW

Submitted by:

Progressive Healthcare, Inc. & ADW Consulting, LLC

January 25, 2025

January 25, 2025

To: Rachel Jones, Executive Officer, Alameda LAFCO From: Progressive Healthcare, INC and ADW Consulting, LLC

RE: REQUEST FOR PROPOSAL FOR ALAMEDA LAFCO FOR HEALTHCARE AND EMS SERVICES

Dear Alameda LAFCO,

We are pleased to submit our letter of interest and application on behalf of Progressive Healthcare, Inc. and ADW Consulting, LLC for the Request for Proposals (RFP) regarding the Municipal Service Review (MSR) focused on Healthcare and Emergency Medical and Ambulance Services.

As mandated by State law, Alameda LAFCO must review and update the adopted sphere of influence for each special district every five years. To facilitate these updates, it is essential to conduct a comprehensive Municipal Service Review that evaluates the provision of services within the designated boundaries.

The primary aim of a Municipal Service Review is to assess the level, range, and adequacy of municipal services while addressing pertinent issues relating to service delivery, operations, management, infrastructure, finances, governance, and other jurisdictional matters.

Today's healthcare landscape is exceedingly complex and requires a nuanced understanding of its overall structure and service delivery mechanisms. Therefore, hiring independent consultants with expertise in healthcare and local government is crucial to ensuring a thorough and objective assessment in preparing the MSR. Our goal is to deliver insightful performance metrics while identifying potential needs and recommendations for future improvements.

Progressive Healthcare, Inc. and ADW Consulting, LLC are recognized leaders in healthcare and government/community consulting. Together, we are committed to developing a comprehensive Municipal Service Review for Alameda LAFCO.

We anticipate that this project will take approximately 9-months to complete, encompassing extensive stakeholder outreach, meticulous data collection and analysis, and the preparation of both draft and final documents. The projected total cost for this project is approximately \$127,000. Please note that this proposal remains valid for 90 days following submission and contains no conflict of interests.

We invite you to review our complete proposal and accompanying attachments, which outline our firms' backgrounds, the proposed scope of work, timelines, budget projections, and deliverables. Thank you for your consideration, and we look forward to the opportunity to collaborate with you.

Sincerely, PROGRESSIVE HEALTHCARE

ADW CONSULTING, LLC

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HIGHLIGHTING FIRMS:

Progressive Healthcare, Inc is a Nashville-based consulting firm with staff located across the US in 8 states, serving clients across the country. Founded in 1998, Progressive has 5 partners (two of which are physicians) and numerous team members. Its scope of services is illustrated below:

Progressive Heathcare Services

Jan-25

			Medication Management
Strategy	F	lospital Operations	(Pharmacy, Infusion, Medical Care)
1 Enterprise strategy	1 Pati	ent thru-put 1	Drug procurement (Own Use,
2 Service line strategy	2 Nur	sing unit restructuring	340B, generics, GPO mgmt)
3 Physician strategy	3 Cost	t-effective care model 2	Pharmacy strategy
4 Payor/Employer stra	ategy 4 Hos	pital-based group 3	Pharmacy operations
5 ACO/CIN developme	ent aligr	nment with hospital goals 4	Infusion therapy optimization
6 Medical staff planni	ng 5 Post	-acute care integration	to address payor barriers
7 Affiliations	6 Qua	lity / safety 5	Formulary management
	7 GM	E/Teaching programs 6	6 Care model design for 340B
	8 Med	lical Directorship review	
Finance	Am	bulatory Operations	Employer Services
Finance			Employer Services PBM & TPA selection
	5 1 New	· · · · · · · · · · · · · · · · · · ·	PBM & TPA selection
1 Financial projections	s 1 New 2 Prov	/ practice/clinic/ASC set-up 1	PBM & TPA selection Medical Director (health plan)
 Financial projections Joint ventures 	5 1 New 2 Prov 3 PSA	v practice/clinic/ASC set-up vider-based conversions	 PBM & TPA selection Medical Director (health plan) Direct contracting - Providers
 Financial projections Joint ventures Transaction support 	s 1 New 2 Prov 3 PSA: quisition 4 Ope	y practice/clinic/ASC set-up vider-based conversions s & co-management 3	 PBM & TPA selection Medical Director (health plan) Direct contracting - Providers
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 Financial projections Joint ventures Transaction support Practice/ancillary ac Payor contracting 	s 1 New 2 Prov 3 PSA: quisition 4 Ope 5 Clin ting & 6 Chro	y practice/clinic/ASC set-up vider-based conversions s & co-management rrational re-design ical program design	PBM & TPA selection Medical Director (health plan) Direct contracting - Providers Health plan dependent audit Health plan optimization of 340B and Own Use
 Financial projections Joint ventures Transaction support Practice/ancillary ac Payor contracting Commercial contract 	s 1 New 2 Prov 3 PSA: quisition 4 Ope 5 Clin ting & 6 Chro	y practice/clinic/ASC set-up vider-based conversions 2 s & co-management 3 vrational re-design 4 ical program design 5 ponic care mgmt clinics	 PBM & TPA selection Medical Director (health plan) Direct contracting - Providers Health plan dependent audit Health plan optimization of 340B and Own Use
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Progressive Healthcare recently completed phase 1 of a Healthcare MSR for San Diego LAFCO and the 4 healthcare districts in the region – Fallbrook, Grossmont, Tri-City and Palomar. Progressive Healthcare was instrumental in the data collection and analysis with specific emphasis to the overall financials and governance of each district.

Additionally, its current/recent clients include two healthcare districts: Pioneers (Brawley, CA) and El Camino (San Jose, CA).

ADW Consulting, LLC

ADW Consulting, LLC is a locally established San Diego-based firm dedicated to offering strategic guidance and political consulting to government agencies, developers, businesses, organizations, and individual property owners. The company specializes in navigating complex political and jurisdictional environments, fostering community relations, and navigating the entitlement processes for land development projects. Self-started and operated solely by Adam Wilson, ADW Consulting has effectively served clients for the past four years, leveraging his extensive expertise and experience.

Adam Wilson is a highly ambitious political and government consultant with 17 years of experience in public service. He has developed a deep professional expertise in local politics, land-use policy, government operations, community affairs, and property development. His extensive knowledge was further cemented through his roles as Senior Advisor and Deputy Chief of Staff to Dianne Jacob, a 30-year elected official on the San Diego County Board of Supervisors. In this capacity, he provided strategic guidance and advice on the county's \$6 billion budget, conducted analyses of local projects, and contributed to legislative proposals across various domains, including fire protection, environmental health, public works, housing and community development, renewable energy, parks and recreation, air quality management, agritourism, and tribal relations.

Significant highlights of his career include his instrumental role in completing the County of San Diego's 2011 General Plan, implementing a new tiered boutique winery ordinance, and overseeing the development of numerous recreational facilities for communities and youth. Additionally, he played a key role in the regional initiative to consolidate multiple fire districts which led to the establishment of the San Diego County Fire Authority, marking the cornerstone of his involvement with the San Diego Local Agency Formation Commission (LAFCO).

Following the retirement of County Supervisor Dianne Jacob, Adam swiftly embarked on the establishment of his own consulting firm. He secured a significant opportunity from Mr. Keene Simonds, the current Executive Officer of San Diego LAFCO, to serve as an external consultant. In this capacity, Adam is tasked with project management for numerous high-priority initiatives, leveraging his political expertise and strategic guidance to ensure the successful completion of these projects.

Key accomplishments to date include the unprecedented and successful dissolution of two local water districts as part of the San Diego County Water Authority, the development of a Memorandum of Understanding (MOU) for three Resource Conservation Districts stemming from their completed Municipal Service Review in 2021 and facilitating the absorption of the San Diego Port District to officially fall under San Diego LAFCO's jurisdiction.

These achievements have equipped Adam with extensive and in-depth knowledge of LAFCO's core mission and functions, as well as the Municipal Service Review process and its development. He is

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also well-versed in the Cortez-Knox-Hertzberg Act and has significant experience (both past and present) in presenting and disseminating information to stakeholders, advocacy groups, local agencies, elected bodies and the public for review and comment.

Initial Assessment on Health care systems in Alameda County

Six health care systems operate hospitals in Alameda County, and other health systems have outpatient facilities located in the County to serve its 1.6 million residents. Below is summary stats on the 11 hospitals located in the County:

	Average Daily Inpatient Census	CMS Overall Star Rating	340B Entity Type
Alameda LAFCo	384		
City of Alameda Healthcare Dist Alameda Health:			
	<u>225</u> 187	1	DSH
Highland Hospital Alameda Hospital	38	4	DSH DSH
Atameda Hospitat	30	4	DSH
Washington Township Healthcar	re District		
Washington Hospital	159	3	DSH
Kaiser Foundation	<u>478</u>		
Fremont	63	3	-
Oakland/Richmond	282	3	-
San Leandro	133	3	-
Sutter Healthcare	<u>272</u>		
Eden Medical Center	120	4	DSH
Alta Bates	152	4	DSH
St. Rose Healthcare			
St. Rose Hospital	41	2	No
Stanford Healthcare			
Valleycare	98	4	RRC
UCSF			
Benioff Children's Hospital	116	n/a	PED
Total	1,273	3.1	
Healthcare Districts' share	30%		

Acute Care Hospitals in Alameda County

Sources: CMS Hospital Compare, AHD.com

Alameda County is home to 3 public healthcare districts – City of Alameda Healthcare District, Eden Township Healthcare District, Washington Township Healthcare District and Emergency Medical Services County Service Area (CSA) – with each district serving their respective communities throughout Alameda County.

The Eden healthcare district exited the hospital business years ago, and Sutter owns and operates the Eden Medical Center.

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Alameda Health owns and operates 2 hospitals, with a combined inpatient average daily census of 225. The same figure for Washington Hospital is 159; all Alameda LAFCo hospitals total 384, which comprises 30% of the total inpatient census of 1,273. Kaiser has the largest sized operations in the County, followed by Sutter, the two healthcare districts, Stanford, UCSF Children's, and St. Rose (a financially troubled "safety net" hospital.

As rated by CMS on a 1-5 scale (with 5 being good), Alameda's Highland Hospital has very poor-quality performance (1 star rating), followed by St. Rose (2 stars), with both Sutter facilities and Alameda Hospital at 4-star.

All non-Kaiser hospitals participate in 340B, except St. Rose, which recently lost its 340B status.

Financial Performance of the Healthcare Districts

In short, the two healthcare districts that operate hospitals are in a very weak financial position.

Alameda Health's most recent financials, for the 5 months ending November 30, 2024, show a loss of \$3.2 million (on \$511 million in revenue), compared with a budget profit of \$1.8 million, for a negative budget variance of \$5.0 million. Last year's comparable figure was a \$5.8 million profit; this means that income dropped by \$9.0 million year-over-year, for a drop of income/revenue of 1.8 percentage points. The year-to-date performance, if annualized, would indicate a FY25 loss of roughly \$8 million.

Behind this income statement is a balance sheet that would be insolvent except for the County's line of credit. The current balance appears to be around \$90 million (versus a current \$150 million limit), but the limit will drop to \$100 million on June 30, 2025. Note: all figures are from the January 8, 2025, Finance Committee Meeting.

Washington Hospital Healthcare System's reported financials are old (year ending June 30, 2023) and simplistic (i.e., no balance sheet), but they are even more concerning than Alameda Health's. For the Fiscal Year ending June 30, 2023, Washington Hospital Healthcare System reported a \$39 million operating loss on \$624 million in operating revenue.

The mere fact that Washington Hospital Healthcare System does not appear to provide detailed monthly financial statements should be concerning.

Eden Health District is strong financially. Looking at its November 2024 financials, it generated \$2.56 million in operating revenues with \$2.27 million in operating expenses. Various apparent one-time factors led to this small loss. Eden's balance sheet is strong, with \$3.8 million in cash and net assets of \$27 million.

Possible reasons for poor financial performance

340B Margin Generated by High-Value Specialists: Washington Health

The Bay Area is a very competitive market, and small health systems face more challenges than their much-larger competitors. One relatively easily observed strategic driver is the size and mix of the

in \$millions						_		
	Nu	mber of Phys	sicians (I	чD, DO), е	excluding			
		Inpatie	nt-Only i	f possible	9			_
		Health sy	rstem	Practice	location is:	Benchmark /		
		relationship		340B-	<u>Not</u> 340B-	Physician		
Specialty	Total	Foundation	Other	eligible	eligible	Written	Expected	APPs
Dermatology	3	0	3	0	3	\$2.4	\$0.43	1
Endocrinology	7	2	5	0	7	\$4.4	\$0.18	0
Gastroenterology	17	3	14	0	17	\$3.9	\$0.46	0
Neurology	9	1	8	0	9	\$2.9	\$0.33	0
Oncology / Hematology	6	0	6	0	6	\$1.3	\$0.43	0
Rheumatology	3	0	3	0	3	\$8.3	\$0.64	0
Total	45	6	39	0	45	\$3.6	\$0.40	1
340B margin (\$million):								
Written	\$163	\$23	\$140	\$0	\$163			
Expected	\$18	\$2	\$16	\$0	\$18		11%	
Distribution	100%	12%	88%	0%	100%		capture	

medical staff, followed by how much those physicians are leveraged for 340B by the health system.

Virtually all health system websites have a "find a physician" search function, except for Alameda Health. Washington Health has this common feature; see our initial assessment of its medical staff, for targeted specialties by relationship (employed by the Washington Health Foundation; other). Washington Health has 45

Sources: Health system's website, accessed 1/17/2025

Benchmarks from Progressive analysis of client data (5,000 prescribers, 1 million patients) Pharma manufacturer barriers as of 4/1/2024

physicians in these 6 high-value (for 340B) specialties, of which 6 are in its Foundation. None of the 45 appear to practice in a 340B-eligible setting. Based on Progressive's benchmarks, those 45 physicians write prescriptions

that could generate sizable 340B margin, if they were 340B-eligible.

We compared the five 340B hospitals in the County for their 340B "footprint". Looking outside of the main hospital building (at "child sites), the three health district hospitals had a total of 1 high-value locations (i.e., infusion therapy). In comparison, Sutter has 5 high-value "child sites.

340B Locations for Hospitals in Alameda County

	Alameda Health				Sutter Health		alth
Child Sites by Type (excludes Hospital itself)	Alameda Hospital	Highland Hospital	Total	Washington Hospital	Alta Bates	Eden	Total
Infusion Therapy	0	0	0	1	0	0	0
Cancer Care	0	0	0	0	3	0	3
Medical Specialist Practice	0	0	0	0	0	0	0
Other Specialist Practice	0	0	0	0	1	0	1
Primary Care Practice	0	0	0	0	1	0	1
Women's Health	0	0	0	0	0	0	0
Emergency / FSED / Urgent Care	0	1	1	0	1	0	1
Diagnostic (Imaging, Lab, Sleep, Cardiac)	0	0	0	0	2	0	2
Procedural (Surgery,Pre/Post Op, Endoscopy, Dialysis, Wound care)	1	0	1	1	1	0	1
Therapy/Rehab	0	0	0	0	4	0	4
Total child sites	1	1	2	2	13	0	13
340B entity type	DSH	DSH		DSH	DSH	DSH	
Average Daily Census	38	187		159	152	120	

Source: HRSA website, accessed 1/16/25; Progressive Healthcare analysis

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Key Issues to be Analyzed during the MSR

- 1. What is the financial viability of each healthcare district that owns hospitals? Do the leadership teams have a cogent plan for financial viability?
- 2. Are there any actions by LAFCO that could help improve the financial performance of those organizations?
- 3. How should LAFCO work with stakeholders to improve upon the healthcare system and provide the most efficient and effective healthcare services to the taxpayers and clients?

SCOPE OF SERVICES

1. Introduction:

Alameda County is home to 3 public healthcare districts – City of Alameda Healthcare District, Eden Township Healthcare District, Washington Township Healthcare District and Emergency Medical Services County Service Area (CSA) – with each district serving their respective communities throughout Alameda County.

Alameda LAFCO is required by State law to review and update the adopted sphere of influence for each special district every five years. To assist in these updates, LAFCO is required to conduct a Municipal Service Review (MSR) which analyzes the provision of services within their designated boundaries.

A municipal service review is intended to assess the level, range, and adequacy of municipal services in conjunction with a review of issues related to service delivery; operations; management; infrastructure; finances; governance and other topical jurisdictional matters.

Today's healthcare system is a very complex, multi-layered network that requires a deep understanding to the overall structure and the delivery of services. To ensure a thorough and comprehensive assessment is completed, it's imperative to hire an expert healthcare and local government consultants to assist in the preparation of the MSR and to objectively review the delivery of services, assist in the development of performance metrics, and identify any potential needs for improvement.

2. Overview:

Alameda LAFCO plans to prepare a Healthcare Districts MSR with a comprehensive review and analysis reviewing the overall service delivery and performance with the potential to speak to greater themes and takeaways. The municipal service review study period for the healthcare districts and CSA will extend from 2019 – 2024.

3. Scope:

The Consultant will consider the following topics as part of their evaluation:

1) <u>Strategic Overview:</u>

- Review of the Healthcare District's mission, vision, and strategic objectives.
- Examination of the District's organizational structure, governance framework and decision-making processes.
- Outline the regulatory framework for Healthcare Districts
- 2) <u>Stakeholder Engagement:</u>
 - Initial engagement with key stakeholders, including board members, healthcare professionals, community representatives and any other interested stakeholders.
 - Gather input and feedback on each District's services and performance.
- 3) Service Assessment:
 - Evaluation of the range of services provided by the Healthcare District
 - Analysis of service utilization, access, affordability, and quality of care for patients and community members.

4) Financial Review:

- High-level review of each District's financial health, revenue sources, expenditure, and debt.
- Identification of any major financial challenges now and into the future (i.e. reimbursement)
- Examination and comparison between both public and private funding mechanisms for each District.
- 5) Operational Assessment:
 - Examine the overall operational effectiveness and efficiency of the Healthcare Districts.

6) Other topical matters:

- Explain the purpose of a public healthcare district and the benefit to a landowner or registered voter residing within the district's boundaries (i.e., availability of services, benefits, restrictions, costs, etc.).
- Identify any key issues or notational benefits if any to being in a public healthcare district versus private healthcare institution.
- Describe the insurance coverage component and any direct correlation to public healthcare districts.
- Evaluate the general relationships between public and private hospitals and other transports services such as Fire and EMS and private ambulances.

4. Deliverables

Develop Key Performance Indicators:

The Consultant will develop a MSR framework that identifies key performance indicators crucial to the healthcare districts in Alameda County and with respect to their core municipal service functions, as well as any related subclasses to those core service functions. This will require providing guidance to LAFCO staff in identifying key performance metrics – and/or diagnostic tools – as it relates to the three healthcare districts and CSA. The consultant will also aid in the interpretation of the data collected with focus on the effectiveness, efficiency, accessibility, affordability, and quality of healthcare services for patients and communities.

Prepare MSR:

Consultant will prepare a Municipal Service Review on agency specific analysis with consideration in addressing the following:

- a) Core services provided by each of the three healthcare districts and CSA (i.e., primary care, secondary care, preventative care, specialized care, etc.).
- b) The subclasses to the identified core services (i.e., oncology, OB/GYN, radiology, etc.)
- c) Shared services across agencies (i.e., clinics, EMS, ambulance, and transport).
- d) The capacity and demand relationship of those core services and subclasses using performance metrics identified by the consultant.
- e) District efficiency, effectiveness, and transparency.
- f) Any other significant matters that may play an integral role in the delivery of services.
- g) Develop any specific recommendations based on the review of findings.

Meeting Attendance & Availability

Consultant will participate in monthly check-in meetings (virtual or in-person) with Alameda LAFCO staff to update on the progress and development of the report. Consultant must also be available in a timely manner to answer questions by LAFCO staff regarding the report and its relation to the overall municipal service review.

Additionally, the consultant must be available to attend two (2) LAFCO Commission public hearings to summarize the **draft and final** reports and be available for any specific questions, comments, or concerns from LAFCO Commissioners, the public or stakeholders.

5. Timeline

The entire timeline to develop the Municipal Service Review will take approximately 9 months and include the following milestones: intro meetings; data gathering; administrative draft

MSR; administrative draft feedback; Commission 1st hearing; 45-day public review period and Commission final draft hearing.

6. Budgeted Resources

The initial budget for the consultant's fees is approximately \$127,000 USD. Additionally, Alameda LAFCO will reimburse travel and accommodation expenses in accordance with IRS per diem rates.

Proposed DRAFT budget is provided as Attachment A.

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ATTACHMENT "A" General Budget and Estimated Hours

Introduction Meeting:

Preparation and meet virtually with Alameda LAFCO to discuss overall project and define goals and objectives:

Initial Stakeholder Outreach:

Identify key stakeholders and obtain information related to the overall healthcare system in Alameda, pinpoint real time issues and challenges and understand the general landscape to develop an initial blueprint to the overall framework to the Municipal Service Review. (20 hours a week x 4 weeks)

Community Engagement:

Preparation, develop and participate in the active engagement of the community through local forums, public workshops and focus groups to gather input from stakeholders, community leaders and organizations to understand their desires, concerns and priorities for the project. (15 hours (x 4 workshops) = 60 hours

Data Collection:

Collect data from healthcare districts (20 hours x 4 weeks)

Administrative DRAFT MSR:

Develop the Administrative Draft for the MSR based on data collection and analysis to include overview, background, boundaries, demographics, organization, governance, municipal services and finances. (20 hours a week x 12 weeks).

Administrative DRAFT MSR Feedback:

Incorporate LAFCO staff feedback, comments, concerns, questions into the Administrative Draft and preparation for Commission first hearing. (20 hours a week x 2 weeks).

Public Comment:

45-day public comment period to allow members and other stakeholders to provide input and feedback on the DRAFT MSR. Incorporate all communications into the preparation of FINAL DRAFT MSR. (20 hours a week x 2 weeks)

General Communications:

Weekly Communications – including, but not limited to, monitor, review and respond to written and verbal communications: 6 hours (x 4 weeks) = 24 hours

Bi-monthly virtual meetings with consultants and/or LAFCO staff for project updates –

Total: 240 hours

Total: 80 hours

Total: 60 hours

Total: 2 hours

Total: 80 hours

Total: 56 hours

Total: 40 hours

Total: 40 hours

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including, but not limited to, project communications; providing strategic guidance; reviewing timelines; project management oversight: 2 hours (x 16 weeks) = 32 hours

Update LAFCO Executive Officer

Provide Executive Officer with project updates through in-person meetings, written summaries and/or reports monthly (or as requested) to enhance project communication and progress.

Prep monthly meeting: 2 hours (x 6 months) = 12 hours Conduct monthly meeting: 1 hour (x 6 months) = 6 hours

Commission Final Hearing:

Total: 16 hours

Preparation, attend and participate in LAFCO Commission meetings for both DRAFT and FINAL MSR hearings. 8 hours (x2 meeting) = 16 hours

ESTIMATED PROJECT TOTAL HOURS: 632 hours (x \$200/hour).

BUDGET:

The initial budget for the consultant's fees is approximately \$127,000 USD. Additionally, Alameda LAFCO will reimburse full travel and accommodation expenses.

Payment for services shall be paid via a monthly flat fee of \$14,044.44 for a 9-month period (March 14, 2025, to December 14, 2025) for the services listed above.

Consultants will submit invoices after each 30 days of services concluded to be paid by Alameda LAFCO within 30 days. If the Scope of Work is increased or new project issues arise, Consultant will provide written notification to Alameda LAFCO for additional services needs and shall both parties agree additional services are needed beyond the original score, Consultant will bill Alameda LAFCO at an hourly rate of \$200 per hour through subsequent invoicing.

Total: 18 hours

CONTACT INFORMATION:

Mr. Jim Price Progressive Healthcare, Inc. (404) 216-4317 jim.price@progressivehealthcare.com

Mr. Adam Wilson ADW Consulting, LLC (619) 384-1829 adam@awilson-consulting.com





Alameda Local Agency Formation Commission

AGENDA REPORT March 13, 2025 Item No. 5d

TO: Alameda Commissioners

FROM: Rachel Jones. Executive Officer Ad Hoc Selection Committee (Johnson, Faria, Vonheeder-Leopold and Woerner)

Contract Award for Accounting Services SUBJECT:

The Alameda Local Agency Formation Commission (LAFCO) will consider awarding a service contract to consultant and public finance officer, Ms. Alyssa Schiffmann, for professional accounting services. The contract is for a period of 24 months, starting in March 2025; in an amount not-to-exceed \$25,000. Staff recommends approval.

Background

Alameda LAFCO's financial records are managed by staff with technical support and bookkeeping services provided by the County of Alameda's Finance Department. These support services are formally provided through a Memorandum of Understanding and highlighted by staff accessing and utilizing the County's ALCOLINKS software system in budgeting and accounts receivable/payable transactions.

As Alameda LAFCO moves toward full operational separation from the County, it is essential to establish a robust financial management framework that supports its new independent status. A key component of this transition is the contracting of professional bookkeeping services. The separation process requires the creation of a dedicated financial infrastructure, including the establishment of new bank accounts, accurate and transparent recordkeeping, and timely financial reporting to the Commission.

Contracting a professional bookkeeper will ensure that Alameda LAFCO can efficiently set up and maintain a comprehensive chart of accounts tailored to its operational needs. This service will provide the necessary oversight and internal controls during the transition period, allowing for the proper tracking of revenues, expenses, and fund allocations. In addition, the bookkeeper will facilitate the reconciliation of financial statements on a regular basis, ensuring compliance with fiscal policies and supporting the accountability required during and after the separation process.

Administrative Office

Rachel Jones, Executive Officer 224 West Winton Avenue, Suite 110 Hayward, California 94544 T: 510.670.6267 www.alamedalafco.org

Nate Miley, Regular

County of Alameda

David Haubert, Regular County of Alameda

I ena Tam, Alternate County of Alameda

Jack Balch, Regular Ralph Johnson, Chair Castro Valley Sanitary District City of Pleasanton

City of Livermore

City of Dublin

John Marchand, Regular Mariellen Faria, Regular Eden Township Healthcare

Dublin San Ramon Services District

Michael McCorriston, Alt. Georgean Vonheeder-Leopold, Alternate

Sblend Sblendorio, Regular Public Membe

Bob Woerner, Alternate Public Member

51

Discussion

Selection Process

The Request for Proposals (RFP) calling for bids from experienced consultants to provide bookkeeping services was issued on January 14, 2025. The deadline to receive proposals was February 10, 2025. LAFCO compiled a list of potential bidders with the help of recommendations from the County and other LAFCO agencies. The RFP was electronically sent to 30 firms and posted on the Alameda LAFCO.

An Ad Hoc Selection Committee was formed to review, screen written proposals, conduct interviews, and recommend a firm to the Commission. The Committee was comprised of Commissioners Mariellen Faria, Ralph Johnson, Georgean Vonheeder-Leopold, Bob Woerner and Executive Officer, Rachel Jones.

LAFCO received proposals from one consultant – Ms. Alyssa Schiffmann. The Committee conducted a review remotely on February 28, 2025.

Based on its review, the Ad Hoc Selection Committee recommends contracting Ms. Schiffmann for three key reasons. First, Ms. Shiffmann has prior experience working with other public agencies, including Marin LAFCO, and is therefore familiar with LAFCO's bookkeeping and accounting practices. Second, Ms. Schiffmann provided a prompt timeline for implementing the new bookkeeping services. Finally, Ms. Schiffmann has significant experience transitioning Marin LAFCO from a County financial system, which will facilitate a smooth process for Alameda LAFCO.

By awarding a contract for bookkeeping services as part of the county separation transition, Alameda LAFCO aims to promote a smooth and transparent financial transition. This proactive measure will not only safeguard the integrity of financial operations but also enhance the organization's ability to meet its long-term operational and financial objectives as an independent entity.

Financing

Adequate funding is dedicated in the FY 2025-2026 budget to cover costs associated with bookkeeping services for the current and future fiscal years.

Alternatives for Action

The following alternatives are available to the Commission:

Alternative One (Recommended):

Award a service contract to consultant, Alyssa Shiffmann for Alameda LAFCO's bookkeeping services for the contract period of 24 months, starting May of 2025; in an amount not to exceed \$25,000; and

Authorize the Executive Officer to finalize contract negotiations and execute the consulting contract with Ms. Shiffmann with the advice 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.

Procedures

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

Respectfully,

Frede box

Rachel Jones Executive Officer

Attachment:

- 1. Draft Contract Agreement
- 2. Alyssa Schiffmann Resume

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Attachment 1

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 Alyssa Shiffmann, a professional consultant duly qualified in the State of California, whose principal place of business 21A Rowland Court, San Anselmo, CA 94960, is hereafter called the "Contractor."

WITNESSETH

WHEREAS, the Alameda LAFCO desires to obtain professional consulting services for a accounting services that is a part of LAFCO's transition plan for operational independence and the proposal can be viewed in Exhibit A attached 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.

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
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements

CONTRACT PERIOD will be a continuance from March 14, 2025 through March 14, 2027. This Agreement may be extended by mutual agreement of 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, 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

CONTRACTOR

By:

Rachel Jones LAFCO EXECUTIVE OFFICER CONTRACTOR

By: _____

Title: Principal

21A Rowland Court San Anselmo, CA 94960

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 March 13, 2025.

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.

- FEDERAL AND STATE AUDITS: Until the expiration of five (5) years after the furnishing of any 14. 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 224 West Winton, Suite 110 Hayward, CA 94544

To Contractor: Alyssa Schiffmann 21A Rowland Court San Anselmo, CA 94960

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 A - SCOPE OF SERVICES

Bookkeeping Services

• Engagement:

- The bookkeeper will establish all necessary financial accounts and maintain a comprehensive chart of accounts aligned with LAFCO's operational needs.
- The bookkeeper will coordinate with appropriate County staff to collect and gain access to necessary accounting information.
- The bookkeeper will complete the chart of accounts for Alameda LAFCO by May 30, 2025.

Responsibilities:

- The bookkeeper will keep detailed records of account setups (account numbers, descriptions, categorizations) and perform monthly reconciliations.
- All expenditures and financial activities will be documented and presented for review at Commission meetings.

EXHIBIT B – CONTRACT PAYMENT TERMS

Contracted Service:

 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 \$25,000. 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:

Alyssa Shiffmann, Consultant: \$152/hour

- 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 March 13, 2025 through March 13, 2027.

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					
Α		mmercial General Liability	\$1,000,000 per occurrence (CSL)					
		mises Liability; Products and Completed Operations; Contractual bility; Personal Injury and Advertising Liability	Bodily Injury and Property Damage					
В	Commercial or Business Automobile Liability		\$1,000,000 per occurrence (CSL)					
		owned vehicles, hired or leased vehicles, non-owned, borrowed	Any Auto					
	and permissive uses. Personal Automobile Liability is acceptable for		Bodily Injury and Property Damage					
		ividual contractors with no transportation or hauling related						
С		rkers' Compensation (WC) and Employers Liability (EL) quired for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease					
D	<u>En</u>	dorsements and Conditions:						
	1.	 ADDITIONAL INSURED: All insurance required above with the exception of Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: the Alameda Local Agency Formation Commission (LAFCO), the individual members thereof, and all Alameda LAFCO officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 						
	2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.							
	3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self- insurance) available to Alameda LAFCO. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.							
	4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to Alameda LAFCO. Acceptance of Contractor's insurance by Alameda LAFCo shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.							
	 SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 							
	6.	 provided by one of the following methods: 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. 						
	7.	 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. 						
	8.	CERTIFICATE OF INSURANCE: Before commencing operations une of Insurance and applicable insurance endorsements, in form and sa insurance coverage is in effect. Alameda LAFCO reserves the rights copies of all required insurance policies. The required certificate(s) a provision.	tisfactory to Alameda LAFCO, evidencing that all required to require the Contractor to provide complete, certified					

ALYSSA SCHIFFMANN

Public Finance Officer, Certified Fraud Examiner, Consultant

CAREER OBJECTIVE

Looking to leverage my expertise and efficiency in accounting to assist organizations with their financial systems and challenges.

EXPERIENCE

Finance Manager

Southern Marin Fire District, Sausalito, CA / 2003-Present

- Manage a \$32 million budget, provide 10-year forecasts
- Supervising one employee: we handle every aspect of the District's finances: payroll, AP/AR, biweekly reporting, ACFR, journal entries, capital assets, grants, GASB 75 actuarial valuations, pension reporting, 457b/401a plans, bank reconciliations, accessing the County's Tyler system
- Assist annually with labor negotiations, cost analyses
- In 2017, co-wrote a winning Port Security FEMA Grant, securing 75% funding for a \$1 million fireboat; managed the grant from inception to finish
- Calculated settlements for two FLSA lawsuits spanning ten years

Treasurer

Marin Wildfire Prevention Authority, Marin County, CA / 2020-Present

- Manage a \$24 million budget for a JPA with 17 local member agencies
- Track expenditures for 100+ different fire prevention projects
- Handle payroll, monthly reporting
- Annual audit report

Chair / Vice Chair

Marin County Treasury Oversight Committee / 2020–Present

• Oversee annual audit and investments of the Marin County Investment Pool

Other Consulting Experience

- Marin LAFCo | 2016 to Present
- Almonte Sanitary District | 2018 to Present
- Marinwood Community Services District | 2017-2019
- Novato Fire Protection District | 2010-2012



Email: alyschiffmann@yahoo.com

Phone: 415-378-0581

Address: 21A Rowland Court San Anselmo, CA 94960

Linkedin: https://www.linkedin.com/in/ alyssa-schiffmann-273261a/

SOFT SKILLS

 Excellent communication skills and ability to present complex information in an easy to understand format

HARD SKILLS

 Knowledge of Quickbooks, Microsoft Office (Excel expert), Kronos, Emergency Reporting Systems, CrewSense



Bachelor of Arts

University of California, Santa Cruz 1994-1997

Certified Fraud Examiner

Association of Certified Fraud Examiners 2022





Alameda Local Agency Formation Commission

AGENDA REPORT March 13, 2025 Item No. 5e

TO: Alameda Commissioners

FROM: Rachel Jones, Executive Officer Ad Hoc Selection Committee (Johnson, Faria, Vonheeder-Leopold and Woerner)

SUBJECT: Contract Award for Payroll Services

The Alameda Local Agency Formation Commission (LAFCO) will consider awarding a contract to ADP for payroll services. The proposed contract is for a period of 36 months, starting in March 2025; in an amount not-to-exceed \$5,000. Staff recommends approval.

Background

Alameda LAFCO's payroll has historically been administered through the County of Alameda, as part of the support services outlined in a Memorandum of Understanding (MOU). As LAFCO moves toward full operational separation from the County, establishing an independent payroll system is a key step in creating a self-sustaining financial infrastructure.

By contracting with a professional payroll provider, LAFCO can ensure timely and accurate payment of salaries, benefits administration, and compliance with all relevant employment regulations. A dedicated payroll service will also help maintain transparent and auditable records, strengthening LAFCO's fiscal accountability throughout the transition and beyond.

Discussion

Selection Process

An Ad Hoc Selection Committee—consisting of Commissioners Mariellen Faria, Ralph Johnson, Georgean Vonheeder-Leopold, Bob Woerner, and Executive Officer Rachel Jones—was formed to review proposals, conduct interviews, and recommend a provider to the Commission.

LAFCO received three proposals from the following companies: **ADP**, **Paychex**, **and Paylocity**. The Committee conducted a remote evaluation of all proposals and interviewed the firms as needed.

John Marchand, Regular

City of Livermore

City of Dublin

Administrative Office

Rachel Jones, Executive Officer 224 West Winton Avenue, Suite 110 Hayward, California 94544 T: 510.670.6267 www.alamedalafco.org Nate Miley, Regular

County of Alameda

David Haubert, Regular County of Alameda

Lena Tam, Alternate County of Alameda
 Jack Balch, Regular
 Ralph Johnson, Chair

 City of Pleasanton
 Castro Valley Sanitary District

Mariellen Faria, Regular Eden Township Healthcare

Dublin San Ramon Services District

Michael McCorriston, Alt. Georgean Vonheeder-Leopold, Alternate

Sblend Sblendorio, Regular Public Member

Bob Woerner, Alternate Public Member

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Following its review, the Ad Hoc Selection Committee recommends **contracting with ADP** for three key reasons:

- 1. **Extensive Public-Sector Experience:** ADP has a proven track record working with government agencies, ensuring familiarity with public-sector payroll requirements.
- 2. **Robust Platform and Services:** The firm offers comprehensive payroll solutions, including automated tax filing, benefits administration, and compliance support.
- 3. **Costs:** ADP's proposal was the most cost-effective and represented the lowest bid among the proposals received.

By securing ADP's services as part of LAFCO's separation from the County, the Commission will enhance its ability to manage payroll operations effectively and transparently.

Financing

Adequate funding is dedicated in the FY 2025-2026 budget to cover costs associated with payroll services for the current and future fiscal years.

Alternatives for Action

The following alternatives are available to the Commission:

Alternative One (Recommended):

Contract with ADP for Alameda LAFCO's Payroll services for a contract period of 36 months, starting March of 2025; in an amount not to exceed \$5,000. Delegate authority to the Executive Officer to negotiate final terms subject to legal counsel's review.

Alternative Two:

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

<u>Alternative Three:</u> Take no action.

Recommendation

It is recommended the Commission proceed with Alternative Action One.

Procedures

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

Respectfully,

Fade for

Rachel Jones Executive Officer

Attachment:

1. ADP Proposal

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RUN POWERED BY ADP®

Proposal

For Alameda LAFCO



Solution Summary for Alameda LAFCO:

Employees 2 Payroll Frequency **Bi-Weekly**

WHEN YOU CHOOSE RUN POWERED BY ADP®, HERE'S WHAT YOU CAN EXPECT:

- · Print your own checks or have them delivered
- Pay employees using direct deposit

Recommended Solution:

- Payroll in real time anytime, anywhere with secure online or mobile access
- Highly-skilled implementation specialists and both online and phone support

ADP Essential Payroll

Extensive online reports and general ledger exports to accounting software

	Per Payroll Cost:	\$48.76**
Ø	One-Time Setup Fee:	\$0.00
s	Cost Comparison: 1 - 2 Employee(s) 3 - 4 Employees Per Each Employee(>4)	\$48.76 \$53.56 \$2.16

**In the event of additional jurisdictions, there will be a \$8.95 charge per month/jurisdiction.



*This is a Proposal only. Fees are estimates and are subject to change based on variation in payroll details, frequency, features, number of employees, etc. Additional fees may be incurred if other services are purchased or for additional tax filings including, but not limited to, additional states or 'applied for' statuses. Please consult with your sales representative for further details. The information contained in this proposal is confidential and proprietary and should not be shared with anyone outside your company.



Solution Detail for Alameda LAFCO*:

Employees		2		
Payroll Frequency		Bi-Weel	kly	
Start Date		03-04-2	025	
Payroll			HR	
 Payroll Processing Tax Filing Delivery New Hire Reporting Electronic Reports Employee Access ADP Mobile Payroll General Ledger Interface Pay Option: FSDD 			 HR Check Tip of the Quarterly HR Diction New Hire Employme Lifemart 	Week HR Newsletter
Processing Investment				
Product	Billing Frequency	List Price	Discount	Net Price
ADP Essential Payroll	Bi-Weekly	\$60.95	20.00% (- \$12.19)	\$48.76 **

**In the event of additional jurisdictions, there will be a \$8.95 charge per month/jurisdiction.

Annual W2 Fees			
Y/E Information Stmt, W2 2 W2's Base price (\$54.95) + Price per W2 (\$7.95	Annually	\$70.85	\$70.85
Year End Delivery	Annually	\$14.95	\$14.95

*This is a Proposal only. Fees are estimates and are subject to change based on variation in payroll details, frequency, features, number of employees, etc. Additional fees may be incurred if other services are purchased or for additional tax filings including, but not limited to, additional states or 'applied for' statuses. Please consult with your sales representative for further details. The information contained in this proposal is confidential and proprietary and should not be shared with anyone outside your company.

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RUN Powered by ADP® Essential Payroll

Welcome to ADP[®]! It's time to meet your new payroll platform: **RUN Powered by ADP**[®]. Because you don't want just any payroll solution – you want the best. With ADP, you can:



from experienced payroll professionals



Pay Your People conveniently with direct deposit

Plus, benefit from these additional features:

- View, export or print detailed reports online, instantly
- Integrate our solutions with POS systems and accounting programs such as Intuit[®], Wave, Xero[™] and more
- Access HR tools and best practices to help your HR-related strategies
- Provide employees easy access to pay history and up to three years of W-2s/1099s
- Give your accountant access to payroll reports and tax forms through our award-winning Accountant ConnectSM
- Get discounts on nationally recognized, brand-name products and local retailers with Employee Discounts
- With new hire onboarding, you can free up time by letting new employees fill out their own paperwork before their first day on the job

With a streamlined process and powerful technology, it's designed to make payroll - and other HR tasks - quick and easy. You'll complete yours in no time!

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Alameda Local Agency Formation Commission

AGENDA REPORT March 13, 2025 Item No. 5f

TO: Alameda Commissioners FROM: Rachel Jones. Executive Officer Ad Hoc Selection Committee (Johnson, Faria, Vonheeder-Leopold and Woerner)

Request for Proposals for Human Resources and Benefits Consulting SUBJECT:

The Alameda Local Agency Formation Commission (LAFCO) will consider issuing a Request for Proposals (RFP) for the review and evaluation of the Commission's retirement and health benefit plans. As LAFCO transitions toward full operational separation from the County, it is essential to ensure that our benefit plans are aligned with our independent operational needs and fiscal sustainability. The consultant will provide an objective assessment and actionable recommendations to support LAFCO's future benefits policies.

Background

Historically, Alameda LAFCO has relied on retirement and health benefit plans administered by the County. With LAFCO's imminent transition to an independent entity, there is a critical need to reexamine these plans. Internal studies and feedback presented at the last regular meeting have identified potential areas for improvement in the current benefit arrangements.

Key objectives for this review include:

- Evaluating current retirement benefit options (e.g., ACERA versus CalPERs).
- Assessing the adequacy and cost-effectiveness of current health benefit plans provided under the County.
- Benchmarking plans against industry standards for similar independent agencies.
- Identifying potential modifications to enhance benefits while ensuring long-term fiscal responsibility.

Engaging a consultant with expertise in public sector benefit planning will assist LAFCO in developing a strategy that supports the transition and future operational independence.

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County of Alameda

Jack Balch, Regular Ralph Johnson, Chair Castro Valley Sanitary District City of Pleasanton

John Marchand, Regular Mariellen Faria, Regular Eden Township Healthcare Sblend Sblendorio, Regular Public Membe

Public Member

Bob Woerner, Alternate

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I ena Tam, Alternate County of Alameda

City of Dublin

City of Livermore

Michael McCorriston, Alt. Georgean Vonheeder-Leopold, Alternate **Dublin San Ramon Services District**

Discussion

If authorized, staff will circulate a RFP to qualified to be responsible for the following:

- Conduct comprehensive review of the current retirement and health benefit plans
- Identify areas where current plans do not align with LAFCO's future independent needs
- Develop recommendations for modifications, potential cost savings, and improved service delivery
- Prepare a detailed report outlining findings and actionable recommendations for the Commission's consideration

The proposed selection process will include a review of written proposals using criteria that will be outlined in the RFP (i.e., experience and qualifications, understanding the required tasks, experience and familiarity with LAFCO, cost, etc.). The Ad Hoc Selection Committee (Commissioners Faria, Johnson, Vonheeder-Leopold, and Woerner) is recommended to screen the written proposals, conduct interviews, and make recommendations in accordance with the timeline below. The goal is to present recommendation to the Commission at the May 8, 2025 regular meeting. а

Action	Dates
RFP Issued	Friday, March 14, 2025
Deadline to Submit Proposals	Monday, April 7, 2025
Interviews with Selected Candidates	Monday, April 14 to Friday, April 18
Contract Award	May 8, 2025
Start Date	Monday, May 12, 2025

Financing

Adequate funding is included in the LAFCO budget to cover costs associated with general counsel services in the Commission's Services and Supplies Unit.

Alternatives for Action

The following alternatives are available to the Commission:

Alternative One (Recommended):

Authorize the circulation of the RFP for human resources and benefit consulting and direct staff to return to the Commission with a recommended contract award at the May 8th regular meeting.

Alternative Two:

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

Alternative Three: Take no action.

Recommendation

It is recommended the Commission proceed with Alternative Action One.

Procedures

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

Respectfully,

Rachel Jones Executive Officer

Attachments: none

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Alameda Local Agency Formation Commission

AGENDA REPORT March 13, 2025 Item No. 5g

TO:Alameda CommissionersFROM:Rachel Jones, Executive Officer
Ad Hoc Selection Committee (Johnson, Faria, Vonheeder-Leopold and Woerner)

SUBJECT: Request for Proposals for General Counsel Services

The Alameda Local Agency Formation Commission (LAFCO) will consider issuing a Request for Proposals (RFP) for permanent general counsel services. As Alameda LAFCO moves toward full operational separation from the County, it is imperative to secure independent legal representation to advise on new bylaws, policies, and agreements. The proposed general counsel will assist in navigating the legal complexities of the transition and ensuring that LAFCO's interests are effectively represented.

Background

Historically, Alameda LAFCO has relied on legal services provided through the County. However, in light of LAFCO's transition and separation from the County, it is necessary to obtain independent general counsel to guide the Commission through the process of establishing its own legal framework. Key factors necessitating this change include:

- **Operational Independence:** This transition requires the development of new bylaws and policies tailored to LAFCO's independent operations, which necessitate specialized legal expertise.
- **Independent Legal Guidance:** An independent general counsel will ensure that LAFCO is not bound by policies or legal frameworks that were suitable under County administration but may not fit LAFCO's operational needs.
- **Recent Transition Studies:** An independent LAFCO study presented at the January 9, 2025 meeting highlighted the necessity for dedicated legal services to support the separation process.

Discussion

If authorized, staff will circulate a RFP to qualified law firms experienced in municipal and public sector legal matters.

Administrative Office

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County of Alameda
David Haubert, Regular

County of Alameda

Lena Tam, Alternate County of Alameda Jack Balch, Regular City of Pleasanton Ralph Johnson, Chair Castro Valley Sanitary District

John Marchand, Regular

City of Livermore

City of Dublin

Mariellen Faria, Regular Eden Township Healthcare

Dublin San Ramon Services District

Michael McCorriston, Alt. Georgean Vonheeder-Leopold, Alternate

Sblend Sblendorio, Regular Public Member

lar Bob Woerner, A

Bob Woerner, Alternate

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The proposed selection process will include a review of written proposals using criteria that will be outlined in the RFP (i.e., experience and qualifications, understanding the required tasks, experience and familiarity with LAFCO, cost, etc.). The Ad Hoc Selection Committee (Commissioners Faria, Johnson, Vonheeder-Leopold, and Woerner) is recommended to screen the written proposals, conduct interviews, and make recommendations in accordance with the timeline below. The goal is to present recommendation to the Commission at the May 8, 2025 regular а meeting.

Action	Dates
RFP Issued	Friday, March 14, 2025
Deadline to Submit Proposals	Monday, April 7, 2025
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Contract Award	May 8, 2025
Start Date	Monday, May 12, 2025

Financing

Adequate funding is included in the LAFCO budget to cover costs associated with general counsel services in the Commission's Services and Supplies Unit.

Alternatives for Action

The following alternatives are available to the Commission:

Alternative One (Recommended):

Authorize the circulation of the RFP for general counsel services and direct staff to return to the Commission with a recommended contract award at the May 8th regular meeting.

Alternative Two:

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

Alternative Three: Take no action.

Recommendation

It is recommended the Commission proceed with Alternative Action One.

Procedures

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

Respectfully,

Rachel Jones Executive Officer

Attachments: none

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Alameda Local Agency Formation Commission

AGENDA REPORT March 13, 2025 Item No. 6

TO: Alameda Commissioners

FROM: Rachel Jones, Executive Officer

SUBJECT: Draft Operating Budget and Work Plan for FY 2025-2026

The Alameda Local Agency Formation Commission (LAFCO) will consider adopting a draft budget and work plan for fiscal year 2025-2026 in anticipation of taking final action at its next regular meeting. Proposed budget expenses total \$910,855, representing an increase of \$92,317, or 11.3% from the current fiscal year. The increase is marked by expenses as LAFCO transitions towards operational separation from the County, which includes employee benefits and professional services for operational costs such as payroll, bookkeeping, and legal expenses. Proposed budget revenues are matched to expenses with an increase in agency contributions by \$63,317, or 12.6%, in step with a fund balance offset of \$295,000, applied in the same manner as the previous fiscal year with a \$25,000 increase in total amount. Adoption will precede a formal public review and comment period and conclude with final action taken at the next regular meeting scheduled for May 8, 2025.

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 2024-2025 Budget

The Commission's adopted final budget for fiscal year 2024-2025 totals \$818,538. This amount represents the total approved operating expenditures divided between three active expenses units: salaries and benefits; services and supplies; and internal service charges. A matching revenue total was also budgeted to provide a balanced budget along with the purposeful transfer of \$270,000 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, 2024 was \$376,975.

Administrative Office

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City of Livermore

City of Dublin

Ralph Johnson, Chair Castro Valley Sanitary District John Marchand, Regular Mariellen Faria, Regular Eden Township Healthcare

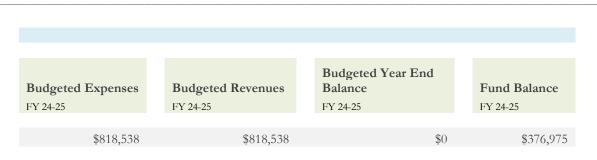
Georgean Vonheeder-Leopold, Alternate

Dublin San Ramon Services District

Sblend Sblendorio, Regular Public Membe

Bob Woerner, Alternate Public Member

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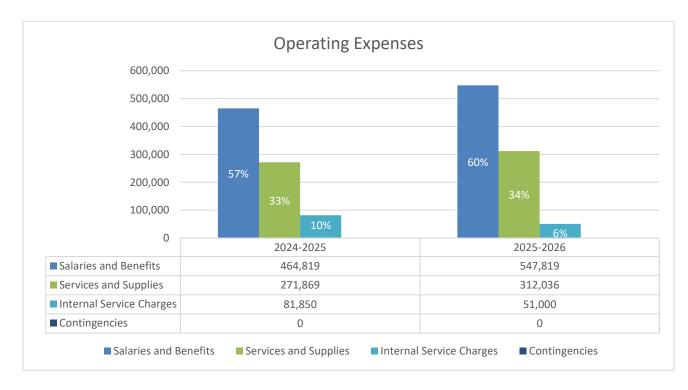


Discussion

This item is for the Commission to consider adopting a proposed (a) operating budget and (b) workplan for the upcoming fiscal year. Adoption of these documents would immediately precede a formal public review and comment period, including providing copies of the proposed budget to the 29 local funding agencies, with final actions scheduled for the Commission's May 8th regular meeting. A summary of the proposed budget and accompanying work plan follows.

Proposed Operating Budget for FY 2025-2026

The proposed operating budget developed by the Executive Officer sets operating expenses at \$910,855; a net increase of \$92,317, or 11.3% from the current fiscal year. The operating expenses total, divided between labor and non-labor costs, are at a 60% to 40% split, with 0% dedicated to contingencies. Proposed operating revenues match operating expenses and is covered by drawing down reserves consistent with the practice to help offset and phase any sizable increases to agency contributions. The net effect would be an increase in contributions of \$64,317, or 12.6% from \$508,538 to \$572,855.



Contingencies

Contingencies are integrated into the proposed operating budget devised by the Executive Officer and allocated within its Services and Supplies Unit and Internal Service Charges Unit for each account. Since the County does not specifically designate funds for contingencies, this allocation will be accounted for in LAFCO's budget and readily available for use, if necessary.

Operating Expenses

It is proposed the **Salaries and Benefits Unit** will increase by \$83,000, or 17.9% over the next fiscal year from \$464,819 to \$547,819. The unit covers labor costs tied to staffing 2.0 full-time employees: Executive Officer and Commission. Notable adjustments proposed may be reviewed below.

- The increase accommodates anticipated costs in retirement and health benefits plans as LAFCO transitions to its own employer status. The majority of the costs are attributed to vacation payouts as employers must pay employees for any unused vacation time when they separate from an agency.
- Salary increases of no less than 10% are contemplated for all budgeted positions to accommodate merit and or cost of living adjustments that may be approved during the fiscal year.

It is proposed the **Services and Supplies Unit** will increase by \$40,167, or 14.8% over the next fiscal year from \$271,869 to \$312,036. The unit provides for direct support services necessary to operate Alameda LAFCO. Notable adjustments proposed may be reviewed below.

- Adds \$35,000 in the professional services account; a difference of 30% over the next fiscal year. The increase is to support expanded legal and bookkeeping functions for LAFCO's operational independence.
- Adds \$2,277 in the membership account; a difference of 18.2% over the next fiscal year. The increase is associated with joining the California Special District Association for pooled benefits like general liability insurance.

It is proposed the **Internal Service Charges Unit** will decrease by \$30,850, or 37.7% over the next fiscal year from \$81,850 to \$51,000. The unit provides for indirect support services necessary to operate Alameda LAFCO. Notable adjustments proposed may be reviewed below.

 Subtracts \$32,050 from the office space and CDA services account to decrease the total line item from \$50,550 to \$18,500, a difference of 63.4% over the next fiscal year. The decrease is based on current rental and service expense projections, even if a separate agreement is negotiated.

Operating Revenues

It is proposed the **Intergovernmental Unit** will increase by \$64,317, or 12.6% over the next fiscal year from \$508,538 to \$572,855. 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 increase by \$3,000, or 30% over the next fiscal year to a total of \$13,000. This total is consistent with recent quarters.

It is proposed the **Unrestricted Fund Balance** will increase by \$25,000 to a total of \$295,000. The total is close to the Commission's target of maintaining its fund balance at 33% of its operating budget. Staff will work with its Auditor, O'Connor and Company, to verify the fund balance.

Proposed Work Plan for FY 2025-2026

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.

LAFCO Operational Independence

LAFCO will assume full employer responsibilities by contracting directly for its own payroll services, health benefits, and retirement plans as part of its transition to independent operations.

Municipal Services Review on Health Services and EMS/Ambulance Services

The project will consider accessibility of healthcare (including mental health) services to all residents within Alameda County. Staff and consultants will partner with stakeholders to scope and define community needs. Staff will look to what other LAFCOs are doing to facilitate the coordination and provision of safety net services.

Countywide Municipal Service Review on Police Protection Services

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

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 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 LAFCO's operational independence.

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 2025-2026 with any desired changes; and

Direct the Executive Officer to circulate the proposed budget for 2025-2026 for review and comment by the funding agencies and general public; and

Direct staff to return with a final budget for 2025-2026 for adoption as part of a noticed public hearing on May 8, 2025.

Alternative Two:

Continue consideration of the item to a special meeting scheduled no later than the legislative deadline of May 1, 2025, 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,

Fride Vor

Rachel Jones Executive Officer

Attachments:

- 1. Draft Resolution Adopting the Proposed Budget and Work Plan for FY 2025-2026
- 2. Proposed Budget for FY 2025-2026
- 3. Proposed Work Plan for FY 2025-2026

ALAMEDA LOCAL AGENCY FORMATION COMMISSION

RESOLUTION OF THE ALAMEDA LOCAL AGENCY FORMATION COMMISSION ADOPTING A PROPOSED WORK PLAN AND BUDGET FOR FISCAL YEAR 2025-2026

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 2025-2026; and

WHEREAS, the Commission has heard and fully considered all evidence on a proposed work plan and budget for 2025-2026 presented at a public hearing held on March 13, 2025; 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 2025-2026 shown as Exhibit A is APPROVED.
- 2. The proposed work plan for 2025-2026 shown as Exhibit B is APPROVED

PASSED AND ADOPTED by the Alameda Local Agency Formation Commission on March 13, 2025 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

ATTEST:

Ralph Johnson Chair

Rachel Jones Executive Officer

APPROVED TO FORM:

Andrew Massey Legal Counsel

ALAMEDA LOCAL AGENCY FORMATION COMMISION Regional Service Planning | Subdivision of the State of California

Exper	nse Ledger		FY 2022-2023		FY 2023-2024		FY 2024-2025	F	Y 2025-2026	
		Adopted	Actuals	Adopted	Actuals	Adopted	Projected	Proposed		Difference
Salary a	and Benefit Costs									
Account	Description									
60001	Staff Salaries	275,933	275,933	292,488	2,500	320,565	320,565	353,565	33,000	10.3%
-	Employee Benefits and Retirement (ACERA)	124,558	124,558	132,031	129,600	144,254	144,254	194,254	50,000	34.7%
		400,491	400,491	424,519	387,628	464,819	464,819	547,819	83,000	17.9%
Service	and Supplies									
Account	Description_									
-	Intern			-	-	-	-	-	-	-
610077	Postage	500	-	500	-	500	-	500	-	-
610141	Copier	500	-	500	-	500	-	500	-	0.0%
610191	Pier Diems	7,500	7,003	9,000	9,265	10,000	10,000	10,000	-	0.0%
610211	Mileage/Travel	600	124	1,200	1,493	2,000	1,000	2,500	500	25.0%
610461	Training (Conferences and Workshops)	2,500	4,619	2,500	6,493	2,500	2,500	3,000	500	20.0%
610241	Records Retention	350	·	350	178	360	360	375	15	4.2%
610261	Consultants	150,000	112,465	160,000	219,027	200,000	200,000	205,000	5,000	2.5%
610261	Planning Services	5,000	-	5,000	-	5,000	-	5,000		0.0%
610261	Legal Services	20,000	-	20,000	18,252	20,000		35,000	15,000	75.0%
610261	Bookkeeping							15,000		
610261	Payroll							1,875		
610261	SALC Grant Charges									
610311	CAO/CDA - County - Services	1,000	-	250	28,874	250	250	250	-	-
610312	Audit Services	10,000	-	10,000	-	10,000	10,000	10,000	-	0.0%
610351	Memberships	11,287	11,287	12,221	12,221	12,509	12,509	14,786	2,277	18.2%
610421	Public Notices	2,000	1,222	2,500	2,959	3,000	1,500	3,000	-	0.0%
610441	Assessor - County - Services	250		250	-	250	250	250	-	0.0%
610461	Special Departmental	1,500	-	2,000	297	2,000	2000	2,000	-	0.0%
620041	Office Supplies	3,000	41	3,000	2,087	3,000	1,000	3,000	-	0.0%
		215,987	136,762	229,271	301,146	271,869	241,369	312,036	40,167	14.8%
Interna	1 Service Charges									
Account	Description						11			
619991	Office Lease/Rent/CDA	50,550	22,894	50,550	10,841	50,550	15,500	18,500	(32,050)	-63.4%
630061	Information Technology	26,000	22,080	27,000	22,080	28,000	28,000	28,000	-	0.0%
630081	Risk Management (General Liability)	3,300	-	3,300	3,300	3,300	3,300	4,500	1,200	36.4%
		79,850	44,974	80,850	36,221	81,850	46,800	51,000	(30,850)	-37.7%
Conting	gencies	50,000	·	50,000		0		0	-	
Account	Description_		11		11		11			
-	Operating Reserve		.	-		-	. 11	_	_	-
			<u> </u>	-	<u> </u>		<u> </u>	-	-	-
	EXPENSE TOTALS	746 328	582,226	784 640	724 005	919 529	752.089	010 855	02 217	11 20/
	EXPENSE IUTALS	746,328	582,220	784,640	724,995	818,538	752,988	910,855	92,317	11.3%

Revenue Ledger		FY 2022-2023		FY 2023-2024	F	Y 2024-2025	F	Y 2025-2026	
]	Adopted	Actuals	Adopted	Actuals	Adopted	Actuals	Proposed		Difference
Intergovernmental									
Account Description									
- Agency Contributions									
County of Alameda	153,143	153,143	160,913	160,913	169,513	169,513	190,952	21,439	12.6%
Cities	153,143	153,143	160,913	160,913	169,513	169,513	190,952	21,439	12.6%
Special Districts	153,143	153,143	160,913	160,913	169,513	169,513	190,952	21,439	12.6%
	459,429	459,429	482,740	482,739	508,538	508,539	572,855	64,317	12.6%
Service Charges									
- Application Fees	30,000	-	30,000	10,650	30,000	10,750	30,000	-	0.0%
- SALC Grant Funds		53,397		102,224					
Investments									
- Interest	7,000	7,156	7,000	50,048	10,000	13,500	13,000	3,000	30.0%
Fund Balance Offset	250,000	250,000	265,000	265,000	270,000	270,000	295,000	25,000	9.3%
REVENUE TOTALS	746,429	769,982	784,740	910,661	818,538	802,789	910,855	92,317	11.3%
l. I									
OPERATING NET	101	187,756	100	185,666	(0)	49,801	(0)	-	-

UNRESTRICTED FUND BALANCE 632,6	624 376,975	426,776	
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Attachment 3 | Exhibit B

ALAMEDA LAFCO WORKPL	AN	2025-2026
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Priority	Urgency	Туре	Project	Key Issues
1	High	Administrative	LAFCO Operational Independence	Establish LAFCO as its own employer
2	High	Statutory	Countywide MSR on Health and EMS/Ambulance Services	Consider accessibility of healthcare (including mental health) services to all residents within Alameda County
3	High	Statutory	Countywide Regional Water and Wastewater Committee	Develop a Framework for Creating a Countywide Regional Water and Wastewater Committee
4	High	Administrative	LAFCO Personnel Policies and Procedures	Establish own LAFCO personnel policies and employer handbook
5	High	Statutory	Application Proposals and Requests	Utilize resources to address all application proposals and boundary issues (ex. South Livermore Sewer Extension Project)
6	High	Administrative	Informational Report on Island Annexations	Map all Unincorporated Islands and Examine Island Annexation Implementation Issues in Alameda County
7	High	Administrative	2024-2025 Audit	Verify Fund Balance; Perform Regular Audits
8	Moderate	Administrative	Local Agency Directory Update and MSR Summary Report	Continue Producing LAFCO Graphic Design Materials for Transparency and Outreach
9	Moderate	Statutory	Police Services Municipal Service Review	Examine Current Provision and Need for Police Services and Related Fianncial Considerations
10	Moderate	Administrative	Agricultural Land Use Designation Project	Work in Partnership with the County to Review and Evaluate Land Use Designations for Agricultural and Open Space Areas
11	Moderate	Statutory	Participate and Facilitate Ongoing MSR Fire Service Discussions	Work with Fire Agencies in Providing Possible Boundary Solutions and Shared Facilities
12	Moderate	Administrative	SALC Agricultural Conservation Acquisition Grants	Apply for SALC Grants to permanently protect croplands, rangelands, and lands utilized for the cultivation of traditional resources from conversion to non-agricultural uses
13	Moderate	Statutory	South Livermore Valley Sewer Extension	Collaborate with the City of Livermore to review and implement best service connection options to winegrowers
14	Low	Administrative	Review of County Transfer of Jurisdiction Policies	Ensure Policies are Consistent with CKH
15	Low	Administrative	Update Application Packet and Mapping Requirements	Streamline LAFCO Application and County Mapping Requirements; Make User Friendly
16	Low	Administrative	Informational Report on Remen Tract	Special Report on Service Delivery 93

17	Low	Administrative	Bay Area LAFCO Meetings	Attend Meetings with Other Bay Area LAFCOs for Projects/Training
18	Low	Administrative	Legislative Proposal - UC Berkeley Report	Work with LAFCOs to facilitate legislation implementing UC Report recommendations to improve LAFCO oversight
18	Low	Administrative	Social Media	Expand Alameda LAFCO's Social Media Presence
19	Ongoing	Statutory	Policy Review on Agricultural Protection and Out of Area Service Agreements	Periodical review of exisitng policies relative to practices and trends, and determine whether changes are appropriate to better reflect current preferences





Alameda Local Agency Formation Commission

AGENDA REPORT March 13, 2025 Item No. 7

TO: Alameda Commissioners

FROM: Rachel Jones, Executive Officer Bob Woerner, Commissioner

SUBJECT: EBRPD and LARPD | Review of Tax Sharing Agreement and Service Provisions

The Alameda Local Agency Formation Commission (LAFCO) will receive a summary from the meeting held on February 28, 2025 between the Livermore Area Park and Recreation District (LARPD) and East Bay Regional Park District (EBRPD) District in response to the Commission's request to facilitate discussions regarding the agencies' 1992 property tax sharing agreement. Both districts have submitted materials and comments that have been incorporated into the summary, highlighting key issues, perspectives of each district, financial findings, and LAFCO's suggestions for resolution. This item is for Commission discussion and feedback only.

Background

In 1992, LAFCO approved the annexation of the Murray Township area into EBRPD's jurisdiction. In conjunction with LAFCO approval, LARPD and EBRPD entered into a tax sharing agreement that redirected a portion of Murray Township property taxes from LARPD to EBRPD in exchange for regional park and open space services, while LARPD continued providing local park services.

As a part of Alameda LAFCO's recent Community Services Municipal Service Review in 2024, LARPD has raised concerns that residents of Murray Township have not received the level of services expected under the agreement. EBRPD disputes these claims, asserting that services to Murray Township residents meet the intended obligations.

To address these concerns, the Commission established a subcommittee at its November 14, 2024 meeting, appointing Commissioner Bob Woerner and Executive Officer Rachel Jones to facilitate discussions between two districts and identify potential next steps. On February 28, 2025, the subcommittee convened a joint meeting with both districts. Each district submitted written materials outlining their positions, and a summary of the meeting is now being presented to the Commission. This summary reflects the discussions held, as well as the submitted documents, to highlight areas of agreement and disagreement and provide a factual overview of the issues at hand (Attachment 1).

Administrative Office

Rachel Jones, Executive Officer 224 West Winton Avenue, Suite 110 Hayward, California 94544 T: 510.670.6267 www.alamedalafco.org Nate Miley, Regular

County of Alameda
David Haubert, Regular

County of Alameda

Lena Tam, Alternate County of Alameda
 Jack Balch, Regular
 Ralph Johnson, Chair

 City of Pleasanton
 Castro Valley Sanitary District

John Marchand, Regular

Michael McCorriston, Alt.

City of Livermore

City of Dublin

Mariellen Faria, Regular Eden Township Healthcare

Georgean Vonheeder-Leopold, Alternate

Dublin San Ramon Services District

Sblend Sblendorio, Regular Public Member

Bob Woerner, Alternate Public Member

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Discussion

Key Issues and Perspectives

LARPD Position

LARPD contends that the tax sharing agreement is not being properly honored. The District argues that the funds allocated to EBRPD were intended to enhance the services within Murray Township and LARPD was to have involvement in the planning for the use of the shared funds. Specific concerns include:

- EBRPD has not met with LARPD to specifically discuss its compliance with the agreement and use of funds from property tax revenues in and out of Murray Township.
- The agreement states that revenues should be used for acquiring and developing regional parks, open spaces, and trails within Murray Township. However, EBRPD has allocated substantial amounts to maintenance and operations to existing facilities, such as Del Valle Regional Park, which falls outside the intended use of funds.
- The agreement was subject to the provision that LARPD's ability to provide its retained services would not be impaired.

LARPD's primary request is that tax revenues generated by Murray Township residents be reinvested within the township rather than redirected elsewhere within EBRPD's regional system.

EBRPD Position

EBRPD maintains that it has met its obligations under the agreement and that Murray Township residents benefit greatly from its regional park system in accordance with the terms of the tax sharing agreement. The District argues:

- The agreement does not require that all funds collected from Murray Township be spent exclusively within Murray Township. However, EBRPD is not spending Murray Township tax revenues on projects outside of the township and it spends more than it receives in revenues.
- Murray Township residents contribute less in taxes than many other jurisdictions within the EBRPD's two-county service area.
- EBRPD has not refused to meet with LARPD regarding the agreement and disputes any claims that it has avoided discussions.

EBRPD maintains that its expenditures are consistent with the tax sharing agreement and suggests that some of the services currently provided by LARPD could potentially be assumed by the City of Livermore or Alameda County to address concerns regarding service provision.

Tax Allocation and Financial Discrepancies

LARPD Financial Analysis

LARPD contends that the tax sharing agreement was intended to ensure that tax revenues generated within Murray Township would remain within the township and be managed by EBRPD under mutual agreement. According to LARPD, the original agreement did not authorize the allocation of tax revenues to EBRPD without oversight. LARPD also points to EBRPD's financial records, which show that millions of dollars have been spent on Del Valle Regional Park, which LARPD argues should not be classified as a Murray Township project. Other assertions include but are not limited to:

- Reported net revenue (Total Taxes, Entrance Fees and Grants minus Total Expenditures) for Murray Township by EBRPD is approximately \$33.5 million for the period from 1998 to 2024. *Expenses for police and fire are not included in the above net*.
- Excluding expenditures on Del Valle and the Del Valle Visitor Center, the net figure increases to approximately \$88.2 million.
- Only \$341,000 has been reported as spent on the Del Valle to Shadow Cliffs Trail per the EBRPD's summary financials for projects.

EBRPD Financial Analysis

EBRPD disputes LARPD's interpretation of the agreement and asserts that it spends more in Murray Township than it collects in tax revenue from the service area. EBRPD maintains that the tax allocation was structured to support regional park services and was not limited to exclusively projects within Murray Township. Below are more assertions from the District:

- Reported net revenue (Total Property Tax Revenue minus Total Expenses) for Murray Township by EBRPD is net negative by \$19 million, meaning that EBRPD spends \$19 million more in Murray Township than it receives from the township in its property tax allocation.
- EBRPD cannot quantify expenses related to police, helicopter and fire services because they are not tracked in that manner, although EBRPD stated there were 1,500 calls for service from incidents within Murray Township last year.

- EBRPD's position is Del Valle expenditures may not be excluded from EBRPD's spending in Murray Township and the tax sharing agreement includes no such requirement. It would not be appropriate for LAFCO to exclude Del Valle from a municipal services review or study.
- EBRPD reported spending \$605,471 on the Del Valle to Shadow Cliffs Trail, and that completing the trail is in progress but dependent on outside entities.

LAFCO's Role and Recommendations

LAFCO's authority includes reviewing jurisdictional boundaries and ensuring the orderly formation of local government agencies. However, LAFCO does not have any legal authority to participate in the negotiation process of a tax sharing agreement set forth in the Revenue and Taxation Code. While tax exchange agreements are required for changes of organization, such as an annexation, tax sharing agreements are negotiated independently by the agencies involved.

Given the ongoing disagreement between the two agencies, LAFCO recommends the following actions:

- 1. **Continued Negotiations**: LAFCO encourages both agencies to engage in direct discussions regarding the terms and execution of the tax sharing agreement and reconcile their differing viewpoints. LARPD and EBRPD are scheduled to meet on April 4th.
- 2. **Mediation or Legal Review**: If an agreement cannot be reached, the agencies may seek a judicial ruling on the intent and legal obligations of the parties under the tax sharing agreement.
- 3. **LAFCO's involvement:** While LAFCO will not proactively intervene in negotiations, it remains available to facilitate discussions, if formally requested by both parties.

Analysis

The 1992 Tax Sharing Agreement between LARPD and EBRPD remains an area of ongoing discussion, with both agencies offering differing interpretations regarding the appropriate allocation and expenditure of tax revenues. While LAFCO does not have authority over the enforcement of the agreement, it encourages both agencies to engage in further meetings to clarify their respective positions and work toward a mutually acceptable resolution.

In the event that the agencies are unable to reach a resolution through direct negotiations, they may consider pursuing alternative dispute resolution mechanisms, including mediation or judicial review, to clarify the agreement's scope and obligations. LAFCO stands ready to facilitate discussions upon formal request from both agencies should assistance be beneficial.

At this time, LAFCO does not intend to take further action on this matter beyond its current role in providing a forum for discussion and coordination between the parties.

Alternatives for Action

This item is being presented for Commission discussion and feedback only.

Attachments:

- 1. Meeting Summary on Tax Sharing Agreement and Provision Concerns
- 2. 1992 Tax Sharing Agreement between EBRPD and LARPD
- 3. EBRPD submitted materials
- 4. LARPD submitted materials

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Alameda Local Agency Formation Commission

SUMMARY FOR REVIEW: TAX SHARING AGREEMENT AND SERVICE PROVISION CONCERNS

ALAMEDA LOCAL AGENCY FORMATION COMMISSION

FRIDAY, FEBRUARY 28, 2025

I. Background Information

1. Historical Context

- In 1992, the Livermore Area Recreation and Park District (LARPD) and the East Bay Regional Park District (EBRPD) entered into a tax sharing agreement. Under this agreement, a portion of the ad valorem property taxes from Murray Township (MT) that would have been received by LARPD was shared with EBRPD in exchange for services (including projects) provided by EBRPD, as documented in the Tax Sharing Agreement.
- Concurrently, both park districts obtained approval from their respective Board of Directors for the Tax Sharing Agreement. EBRPD and LARPD then obtained approval from LAFCO for EBRPD to annex MT, as documented in the LAFCO Staff Report.

2. Recent Developments

- LARPD has raised concerns, as part of the recent Municipal Service Review (MSR) conducted by LAFCO, that the residents of MT have been underserved relative to the expectations set forth by the tax sharing agreement and the annexation of MT. EBRPD disputes that the service review shows that MT taxpayers are underserved by EBRPD or that obligations of the tax sharing agreement are not being met.
- Both park districts have provided written information (only LARPD submitted points of agreement and disagreement as requested in advance of the meeting, dated February 28, 2025) and participated in a joint meeting hosted by the LAFCO subcommittee (Executive Director Rachel Jones and Alternate Commissioner Bob Woerner, appointed by the Commission on November 14, 2024), whose role is to clarify these concerns and explore potential next steps.
- This document represents a summary of the current understanding by the subcommittee and has been circulated to both park districts for review and comment before submission to the full commission for discission at the March meeting.

ALAMEDA LAFCO Tax Sharing Provisions and Concerns

• This summary is not intended to serve as a comprehensive historical account, but rather an overview based on information provided by both districts.

II. Framing of the Problem

1. LARPD's Perspective

- Central Question: Whether the tax sharing agreement is being adequately honored by EBRPD.
 - The intent of the agreement was to enable LARPD to share funds with EBRPD, so that MT residents would receive specific enhanced services within their community. LARPD was to have involvement in planning the use of the shared funds.
 - This arrangement was subject to the proviso that LARPD's ability to provide its retained services would not be impaired.
 - EBRPD refuses to meet with LARPD to specifically discuss the 1992 tax sharing agreement or its expenditures in and out of Murray Township.
 - LARPD wants revenues from Murray Township citizens to be spent in Murray Township.
 - The Tax Sharing Agreement specifies that Murray Township tax revenues are to be used for acquiring and developing additional regional parks, open spaces, and trails within Murray Township. However, EBRPD has spent millions in tax revenues on operating and maintaining existing facilities like Del Valle, which does not align with the agreement's requirements. Further, the funds have been used by EBRPD in areas outside Murray Township.
 - The 2024/2025 Fiscal Year Property Tax Revenue Estimate from the County Auditor-Controller's Office received by LARPD, shows the LARPD-EBPRD Murray Township tax sharing agreement amount.

2. EBRPD's Perspective

- **Central Question**: Whether MT residents receive the regional park and open space services contemplated by the tax sharing agreement, and whether the City of Livermore or the County should be providing some of the services currently being provided by LARPD.
 - EBRPD notes that the taxes that EBRPD receives from MT residents are lower than many other jurisdictions in EBRPD's two-county jurisdiction.
 - EBRPD receives its tax allocation directly from the County Auditor-Controller's office as a result of the 1992 annexation, and the accompanying Tax Sharing Agreement, which became final under Revenue & Taxation Code section 99.
 - EBRPD has never refused to meet with LARPD about any issue, including the Tax Sharing Agreement, and in fact General Managers from both districts confirmed they have met.

III. Right to Taxes

1. LARPD's Position

- LARPD contends that under the TSA, the taxes it would have otherwise collected were intended to remain in MT, to be funneled through EBRPD subject to mutual agreement on how EBRPD would spend the tax revenues (e.g., building new trails).
- The agreement did not authorize direct allocation of taxes to EBRPD (The LAFCO staff report for the 1992 annexation (Points 5 and 6)).
- The 1992 Tax Sharing Agreement is not a typical "tax exchange" required for annexation. When EBRPD annexed Murray Township, Alameda County adopted a tax exchange agreement on behalf of the districts allocating \$0 to EBRPD. LARPD and EBRPD voluntarily entered into the 1992 Tax Sharing Agreement separately and it was not required to complete the annexation. EBRPD now attempts to treat these two agreements the same, arguing the 1992 Tax Sharing Agreement is the same as any other required for an annexation and therefore it can spend the funds as any other funds received under a tax exchange. Not so. The 1992 Tax Sharing Agreement contains specific requirements for how the funds must be spent, and EBRPD's attempt to evade these obligations is revisionist history. EBRPD's own financial data show expenditures that do not comply with the Tax Sharing Agreement.
- Beginning in the 1997/98 fiscal year and beyond, EBRPD was only permitted to spend revenues from the agreement on: (1) continued operation of regional trail segments, and (2) acquisition, development, and operation of additional regional parks, open space, and trails as identified in its 1994 Master Plan. The agreement incorporates a "Concept Paper" between the two districts that also makes clear the revenues must be spent in Murray Township.
- ERAF is a key event. The State takes a significant amount of money from LARPD but none from EBRPD.

2. EBRPD's Position

- EBRPD is a regional park district and it provides a 73-park system that may be used by all residents of MT, and the tax sharing agreement does not preclude the expenditure of MT-derived taxes outside of MT. However, EBRPD is not spending MT tax revenues on projects outside MT and it spends more in MT than it receives in revenues.
- EBRPD receives its tax allocation directly from the County (the Auditor-Controller's office) and not from LARPD. The LAFCO staff report for the 1992 annexation (Points 5 and 6) confirmed that LARPD was voluntarily agreeing to split its share of the 1% *ad valorem* property taxes (Point 6) and that the County would not be contributing any part its share of the 1% (Point 5). EBRPD would not have agreed to the annexation without a tax allocation to support its services. EBRPD receives a similar allocation of property taxes from MT as the rest of the two-county district. The purpose of the agreement was to provide EBRPD with an amount approximately equal to what it collects from other jurisdictions. (This is evidenced by the 1992 Concept Paper for LARPD-EBRPD Tax Sharing Agreement, available on LARPD's website at <u>TaxSharingAgreement Livermore Area Recreation and Park District</u>.)

IV. Allowable Expenditures

1. LARPD's Assertions

- The agreement was intended to fund new facilities, with new trails explicitly mentioned as a priority. Intent of the parties was not for the tax revenues to pay for already existing facilities.
- The agreement includes a provision guaranteeing LARPD's ability to operate. This is a key term that LARPD wants to see enforced.
- The bulk of the money is going to existing facilities and outside MT, and LARPD is not receiving the benefits LARPD was supposed to receive under the terms of the agreement.
- LARPD does not consider expenditures on Del Valle and the Del Valle Visitor Center appropriate uses of the shared funds.
- The agreement does not address spending on police and fire services.
- Over the life of the agreement, the cooperation regarding the planning of projects has not occurred as contemplated by the agreement.
- LARPD is not a purely local agency. It has the ability to do land purchases and operate/construct trails. The agreement does not define the roles of the two agencies sufficiently.
- LARPD constituent approached to addressed agency's failure to address large amount of deferred maintenance on existing facilities. Resident approached to propose a bond measure to raise funds for deferred maintenance. LARPD informed constituent that agency should not go out for new taxes until LARPD and EBRPD attempt to resolve this matter.

2. EBRPD's Assertions

 EBRPD's tax allocation from MT was intended to cover EBRPD's regional park and open space services and such services include police and fire services. The information EBRPD provided LAFCO about its revenues and expenditures in MT did not include its costs for providing police, fire and helicopter services, and also did not include planning costs for capital projects and trails within MT.

V. Submitted Financials

1. Assumptions

• Both park districts are currently accepting the other's financial figures at face value for the purpose of this discussion; however, whether all numbers have been included or should be excluded is still up for discussion.

2. EBRPD Financial Data

1. LARPD's Assertions

- Reported net revenue (Total Taxes, Entrance Fees and Grants minus Total Expenditures) for MT by EBRPD is approximately \$33.5 million for the period from 1998 to 2024. (Expenses for police and fire are not included in the above net).
- Excluding expenditures on Del Valle and the Del Valle Visitor Center, the net figure increases to approximately \$88.2 million.
- Only \$341,000 has been reported as spent on the Del Valle to Shadow Cliffs Trail per the EBRPD's summary financials for projects.
- LARPD is deferring discussion on approximately \$843,000 of district-wide expenses included in the net figures.
- EBRPD's data is also incomplete, omitting important revenues and grants even for the items inside Murray Township it claims are permitted under the agreement.

2. EBRPD's Assertions

- Reported net revenue (Total Property Tax Revenue minus Total Expenses) for MT by EBRPD is net negative by \$19 million, meaning that EBRPD spends \$19 million more in MT than it receives from MT in its property tax allocation.
- EBRPD cannot quantify expenses related to police, helicopter and fire services because they are not tracked in that manner, although EBRPD stated there were 1,500 calls for service from incidents within MT last year.
- EBRPD's position is Del Valle expenditures may not be excluded from EBRPD's spending in MT and the tax sharing agreement includes no such requirement. It would not be appropriate for LAFCO to exclude Del Valle from a municipal services review or study.
- EBRPD reported spending \$605,471 on the Del Valle to Shadow Cliffs Trail, and that completing the trail is in progress but dependent on outside entities.

VI. LAFCO Purview and Process

1. Jurisdictional Authority

- Alameda County LAFCO has communicated that it is responsible for setting jurisdictional boundaries and conducting Municipal Service Reviews.
- Tax exchange agreements are a required component of the annexation process, not tax sharing agreements.
- LAFCO does not determine or adjudicate the terms of tax sharing agreements.

VII. LAFCO Suggestions for Resolution

1. Negotiation and Mediation

- We agree that both parties should continue discussions regarding the agreement and encourage the park districts to engage in good faith negotiations to reconcile their differing viewpoints.
- If negotiations reach an impasse, options include seeking a judicial ruling on the intent and legal obligations of the parties under the tax sharing agreement.

2. LAFCO's Role

- LAFCO will respond to further requests from either party but will not take proactive steps at this stage.
- LAFCO stands ready for further assistance for both parties.

Attachment 2

Of giral signatures BOD 0130/07.

AND EAST BAY REGIONAL PARK DISTRICT FOR THE COOPERATIVE PROVISION OF PARK AND RECREATION FACILITIES AND SERVICES AND TAX SHARING

AGREEMENT BETWEEN LIVERMORE AREA RECREATION AND PARK DISTRICT

Whereas, the Livermore Area Recreation and Park District ("LARPD") provides local and community recreation and park facilities and services to the residents of the area of Alameda County known as the Murray Township, and

Whereas, the East Bay Regional Park District ("EBRPD") currently provides regional park, recreation and open space facilities and services to all the residents of Alameda and Contra Costa Counties, except for the area of Murray Township, and

Whereas, beginning in 1991, the Board of Directors of these two Districts appointed representatives to a liaison committee to begin a series of cooperative consultations to develop a means to bring regional park services into the Murray Township area to better serve the expanding needs of the residents for regional park, recreation and open space facilities and services, while at the same time preserving the high quality of local and community recreation and park facilities and services already provided by LARPD, and

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Whereas, after extensive negotiations, the two Districts' liaison team reached a tax sharing agreement that would provide continued funding for the many and varied local and community park and recreation facilities and services operated by LARPD, provide EBRPD a reasonable amount of funds to maintain and operate regional facilities in the Murray Township area, and result solely in a shift in existing tax revenues and no additional tax burden to the residents of Murray Township, as a result of this agreement; and

Whereas, both the Boards of Directors of both Districts have formally approved adoption of a document entitled "A Concept Paper Describing Potential Cooperative Activities of the Two Special Districts," which sets forth the major terms and conditions of the agreement between the two Districts, and

Whereas, EBRPD as the conducting authority, with the support and approval of LARPD, has filed an application with the Alameda County Local Agency Formation Committee ("LAFCO") to annex the Murray Township area into the boundaries of EBRPD for regional park purposes, which annexation shall not otherwise affect or alter the power and authority of LARPD to continue its history of providing local and community park and recreation facilities and services to the residents of Murray Township, and LAFCO has approved said annexation, and

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Whereas, the two Districts desire to reduce to writing and enter into a formal agreement containing the terms and conditions of the approved Concept Paper, in order to fulfill their mutual goals and objectives of providing quality regional, community and local park, recreation and open space facilities and services to the residents of the Murray Township area, the parties hereto agree as follows:

- LARPD will continue to provide all existing LARPD facilities and programs, as well as all future Murray Township community and local park and recreation facilities, and their related maintenance and operation.
- 2. EBRPD will assume responsibility for acquisition and development of future regional parks, open space areas, and trails within Murray Township, and their related maintenance and operations. The initial guiding document for the regional program will be the existing LARPD Master Plan, and Master Trails Plan; however, when EBRPD undertakes its regular EBRPD Master Plan review (the next review is scheduled for completion by 1994), the Murray Township regional needs will be reviewed as a part of the total EBRPD jurisdictional area review.
- 3. All EBRPD Master Plan considerations shall include the participation and the cooperation of LARPD in the joint

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planning by EBRPD for all future regional facilities and acquisition and development within Murray Township. The planning process may include any other governmental jurisdictions as well as citizens and organizations located within Murray Township.

- 4. Both parties hereto agree that implementation of the revised EBRPD Master Plan relating to Murray Township regional parks, open space, trails, etc., will be directly related to the availability of financial resources. In general, EBRPD would attempt to achieve capital financing (i.e., acquisition and development) from external sources, including bond acts, Federal and State grant programs, etc.
- 5. Unless otherwise agreed in the future, Sycamore Grove Regional Park will remain an LARPD responsibility. It is the intent of the parties hereto that the Brushy Peak facility will be acquired by LARPD. LARPD and EBRPD then will proceed with a joint development plan, consistent with the specific classification of regional park as defined in each agency's master plan. LARPD will be responsible for the initial operation of Brushy Peak. EBRPD will consider being involved with future operation of the park if requested by LARPD and if resources are available.

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6. As a matter of Board policy for each District, a Liaison Committee will be established which would continue to function as a forum for discussion of matters of concern to EBRPD and LARPD with respect to implementation of the cooperative and complementary functions of the two Districts. The four member Liaison Committee, including two Board members from each district, assisted by the General Manager or the General Manager's appointed representative, will meet at least quarterly, throughout each year. The responsibilities of the committee include:

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- -- review of operational issues;
- -- review of planning issues;

-- review of financial issues.

At least one meeting each year will be devoted primarily to a financial review.

- 7. The Liaison Committee members will provide regular informational reports to their full Boards. Additionally, at appropriate times, the Liaison Committee will conduct public meetings to secure information from members of the public and to enhance public awareness of joint activities. Lastly, the committee will work cooperatively to provide regular information reports to newspapers and other media.
- 8. A phase-in or incremental shift limited to property tax revenues from LARPD's share of the property tax revenues

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generated from the Murray Township area to EBRPD will be in accordance with the following:

To the extent permitted by statute, EBRPD would receive \$0.0075 per \$100.00 AV, total Murray Township, in 93/94 and 94/95, \$0.015 per \$100.00 AV in 95/96 and 96/97, \$.020 per \$100 AV in 1997/98 and 1998/99, \$.0225 per \$100 AV in 99/2000, and \$.0250 in 2000/2001. Beginning with 2001/2002, EBRPD will receive \$.025 of the base year's AV and \$.030 per \$100 of all AV growth over the base year thereafter. The base year is the AV for the year 2000/2001.

The revenues realized by each of the districts will be used in this manner:

EBRPD

a. In 1993/94 and 1994/95, begin to acquire, plan, develop and operate regional trail segments from Shadow Cliffs to Del Valle, subject to available funding. The total length of the trail segments will be based upon available funds, and the trail will be multi-purpose (i.e., equestrian, bicycle, hiking, jogging). Appropriate staging areas will be provided, and the trail will provide specific access for trail users from Sycamore Grove and Veterans Park to Del Valle Regional Park.

- b. 1995/96 and 1996/97, continue trail development and begin on-going maintenance and operation of the trail segments, identified above, (see 93/94, and 94/95), subject to available funding.
- c. 1997/98 and beyond, subject to available funding;
 - -- Continued operation of regional trail segments;
 - -- Acquisition, development, and operation of additional regional parks, open space, and trails as identified in the EBRPD Master Plan revision (to be completed in 1994).

LARPD

- a. In 1993/94 and 1994/95, provide continuing operation and development of Sycamore Grove Park as a regional park facility; acquire Brushy Peak and plan for its development and operation, and continue with assistance to EBRPD to acquire, develop and/or operate regional trail segments, subject to available funding.
- b. In 1995/96 and 1996/97 continue operation and development of Sycamore Grove Park, and continue payment of acquisition costs and begin development and operation of Brushy Peak as a regional park facility, subject to available funding. Continue coordination with EBRPD on regional trail segments.
- Subject to available funding, in 1997/98 and beyond,
 continue operation and development of Sycamore Grove Park,

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continue payment of acquisition costs for Brushy Peak until debt is retired, continue development and operation of Brushy Peak, and continue coordination with EBRPD on regional trail segments.

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- 9. With regard to State of California, U.S., or other bond or subvention programs, the two agencies will work cooperatively to define priorities of proposed Murray Township programs, in order to avoid unproductive competition, and where practical they will develop joint grant proposals.
- 10. In no event shall any property tax revenues be shifted to EBRPD until LAFCO has approved EBRPD's application for annexation and the same shall have been recorded.
- 11. If either party shall desire or be required to give notice to the other, such notice shall be given in writing, and shall be personally delivered or sent by prepaid U. S. certified or registered postage, return receipt requested, addressed to the recipient as follows:

EBRPD: East Bay Regional Park District 2950 Peralta Oaks Court P O BOX 5381 Oakland, CA 94605-1417

LARPD:

Livermore Area Recreation & Park District 71 Trevarno Road Livermore, CA 94550

Either party may change its address by giving notice to the other in the manner provided herein.

- 12. This Agreement shall be construed and interpreted in accordance with the laws of the State of California.
- 13. This Agreement contains all of the agreements and understandings of the parties pertaining to the subject matter contained herein and supersedes all prior, contemporaneous agreements, representations and understandings of the parties. This Agreement cannot be amended or modified except by written agreement of all the parties.

14. This Agreement shall become effective upon approval of this Agreement by EBRPD's Board of Directors and LARPD's Board of Directors.

LIVERMORE AREA PARK AND

RECREATION DISTRICT

3 1 19 AF

chairman, Board of birectors

EAST BAY REGIONAL PARK

DISTRICT

President, Board of Directors



Date:	March 6, 2025
TO:	Rachel Jones, LAFCO
FROM:	Sabrina Landreth, EBRPD
SUBJECT:	March 13, 2025 Agenda Review of LARPD and EBRPD Property Tax Exchange Agreement Details

Introduction The East Bay Regional Park District (EBRPD) is proud of the regional park services and open space it provides in East Alameda County and for the residents of Murray Township. At the February 27, 2025 meeting with LAFCO and LARPD representatives, EBRPD was asked to provide additional information about its tax allocation and service delivery for the Murray Township area.

1. Property Tax Revenue vs. Expenditures: EBRPD receives its tax allocation directly from the County (the Auditor-Controller's office) and not from LARPD. The LAFCO staff report for the 1992 annexation confirmed that LARPD was voluntarily agreeing to split its share of the 1% ad valorem property taxes and that the County would not be contributing any part of its share of the 1%. **EBRPD, by original design, receives a similar allocation of property taxes from Murray Township as it does from the rest of the two-county district.** The purpose of the agreement was to provide EBRPD with an amount approximately equal to what it collects from other jurisdictions. (This is evident by the 1992 Concept Paper for LARPD-EBRPD Tax Sharing Agreement: see Attachment 1).

EBRPD does not receive more in property tax revenues than it spends in the Murray Township area. From 1998 to 2023, EBRPD received \$104.4 million in property tax revenues while incurring \$124 million in expenditures. Additionally, the expenditures exclude several operational costs not tracked at a park-specific level, such as fire and police services, dispatch support, and maintenance expenses. Inclusion of these public safety and maintenance costs would show an even higher direct investment in Murray Township.

Furthermore, the \$27.8 million EBRPD has spent for Shadow Cliffs—a facility just 0.17 miles from Murray Township and heavily utilized by Livermore residents—should be included in EBRPD's services to Murray Township. The 1992 Concept Paper foundational to the Tax Sharing Agreement (see Attachment) recognized Shadow Cliffs as a service to Murray Township residents.

The Concept Paper also confirms the Tax Sharing Agreement was to provide EBRPD tax revenues from Murray Township similar to those received by "all other areas of Alameda County," which it does. To suggest EBRPD receives too much in property taxes has no basis in reality.

Moreover, contrary to LARPD's argument, the Tax Sharing Agreement does not provide that EBRPD would operate Del Valle Regional Park without support from revenues received in Murray Township. EBRPD has increased the size of Del Valle by purchasing approximately 400 acres of land in its own right, by building a Visitor's Center in 2005 and remodeling it in 2022/23, and making improvements to the campgrounds, restrooms, trails, docks and concessions.

Board of Directors

Dennis Waespi Ward 3 Secretary Elizabeth Echols Ward 1 Luana España Ward 4



At the February 27 meeting, LARPD and LAFCO representatives appeared to suggest certain language in the application for EBRPD's annexation of Murray Township means EBRPD has no legal entitlement to a share of the 1% property taxes. This is false. The report clearly states that upon annexation EBRPD would receive a certain share of LARPD's portion pursuant to the Tax Sharing Agreement and that Alameda County's share would not be impacted. EBRPD would not have agreed to the annexation without a tax allocation to support its services. Following the passage of Proposition 13, when property taxes were limited to the 1% cap, this annexation had to be supported through an alternative means to fund the services, and all parties were in agreement that the Tax Sharing Agreement was the preferred mechanism for supporting those services.

2. Value Provided to Murray Township Residents: EBRPD manages over 16,000 acres of open space serving Murray Township residents, compared to LARPD's approximately 1,000 acres. A 2017 study indicated that EBRPD's parks contribute \$177 million annually to the East Bay's economic activity. Del Valle alone produces significant economic benefit to the Livermore region as it attracts over 133,000 visitors annually. If LAFCO were to consider a boundary change or detachment of EBRPD from Murray Township, we recommend this overall economic impact be included in the study. Additionally, EBRPD has secured over \$23 million in grants for projects benefiting the area.

In a recent community survey conducted by Lake Research Partners during December 2024, EBRPD services are highly valued by the residents from East Alameda County, which included Murray Township:

- Awareness of East Bay Regional Parks 91% aware (*slightly higher than other regions*)
- Valuable Public Resource 94% agree (74% strongly)
- What Makes Parks Valuable, top results:
 - 49% access to nature/open space/outdoors/parks
 - 10% children/family activities
 - 9% hiking/walking/trails
- Frequent park visitors 52% frequent (similar to other regions)
- How accessible are parks to your community 91% accessible .
- How safe are parks 92% safe (52% very safe) (4-9% higher than other regions)

Furthermore, of all EBRPD park visits by Murray Township residents, 42% are to parks outside of the Murray Township area. This shows that Murray Township residents are benefiting from EBRPD's 73 parks across the two counties. Residents also value the safety of EBRPD parks because EBRPD invests significant resources in public safety services such as police and fire. As an example, in 2024 alone, EBRPD's police department logged 1537 total incidents in zip codes corresponding to Murray Township, which equates to over 839 hours on scene.

3. Trail Development Efforts: EBRPD continues to expand trail networks despite external delays. For example, the connection of the Shadow Cliffs to Del Valle trail is pending actions by CEMEX and the City of Livermore. Four miles of the trail have been completed, and 2.5-miles are in process. The Park District remains committed to completing these projects once external prerequisites are resolved. Continuing this work is one example of EBRPD upholding the spirit of the Tax Sharing Agreement.

Board of Directors

John Mercurio
Ward 6
President

Olivia Sanwong Ward 5 Vice President

Ward 7

Treasurer

Colin Coffey Dennis Waespi Ward 3 Secretary

Elizabeth Echols Ward 1

Luana España Ward 4



4. Land Acquisition Initiatives: Since the 1990s, EBRPD has made significant progress in land acquisitions, including numerous parcels to connect regional trails and over 1,900 acres for Brushy Peak at a cost of more than \$5 million. These costs do not include the costs of developing staging areas for parking, restrooms, and other services. Notably, the Tax Sharing Agreement contemplated that LARPD would purchase Brushy Peak, not EBRPD. Efforts to acquire more land in the area are ongoing.

5. Interpretation of the Tax Sharing Agreement: Contrary to LARPD's claims, the Tax Sharing Agreement does not mandate that all property tax revenues collected in Murray Township must be spent exclusively within the area. Additionally, nowhere does the Agreement say that EBRPD must continue to improve and operate Del Valle with revenues *collected from outside Murray Township*, as LARPD has recently suggested. LAFCO staff has conceded that it has no role in interpretation or enforcement of the agreement. However, for informational purposes, Attachment 2 outlines the provisions of the Tax Sharing Agreement and their status.

6. Financial Viability of LARPD: It has been relayed that LARPD's capacity to manage additional open spaces effectively is constrained, given its financial challenges. According to LARPD's 2024-25 budget, property tax revenues are increasing, while earned revenues (from fees and charges) have decreased. LARPD allocates less than 5% of its budget to open space management and has issued Pension Obligation Bonds to address fiscal shortfalls. LARPD's increasing reliance on property tax revenues amid declining earned revenues underscores these concerns. EBRPD is deeply committed to ensuring open space, parks and recreation services are sustainable for the long-term benefit of the community we collectively serve, and we have been on record that we are open to further partnership conversations with LARPD, the City of Livermore and the County of Alameda on how best to serve our constituents given the limited resources of all public agencies.

7. Conclusion: EBRPD believes that the regional park services it provides are strongly supported by the community. Any concerns that EBRPD is not meeting community service needs or that overlapping boundaries with LARPD are inefficient would not be borne out by a municipal services study (although EBRPD welcomes such a study if LAFCO is so inclined). EBRPD believes continued cooperation on service delivery, rather than tax redistribution, will best serve the residents of Murray Township. To that end, EBRPD has reinitiated liaison meetings with LARPD with the first meeting scheduled for April 4 at the Livermore Community Center. We are open to further discussions to address concerns constructively and collaboratively.

Attachment 1: 1992 Concept Paper for LARPD-EBRPD Tax Sharing Agreement Attachment 2: Table Summary of Tax Sharing Agreement Provisions Attachment 3: 2025.01.08 - Ltr from GM Landreth to Alameda LAFCO re 01.19.25 Agenda Item 7 (FINAL) with Enclosure Attachment 4: LAFCO Memo re LARPD 01232025

John Mercurio Ward 6 President

Olivia Sanwong Ward 5 Vice President

Ward 7

Treasurer

Colin Coffey Dennis Waespi Ward 3 Secretary

Board of Directors

Ward 1

Elizabeth Echols Luana España Ward 4

East Bay Regional Park District Livermore Area Recreation and Park District

A Concept Paper Describing Potential Cooperative Activities of the Two Special Districts

Introduction

Historically, the Livermore Area Recreation and Park District (LARPD) has had major responsibility for providing park and recreation facilities and programs within the boundaries of LARPD (generally described as Murray Township). The East Bay Regional Park District (EBRPD) conversely has had limited or no responsibility in the subject area, although its Shadow Cliffs and Del Valle regional facilities provide service to Murray Township residents.

LARPD's local, community, and regional facilities and programs are well received and highly regarded. However, with the possibility of rapid population growth in its area of jurisdiction and a Master Plan which cites the need for expanded facilities and operations, LARPD may be confronted with a demand for additional regional park and open space facilities, and related maintenance and operations, perhaps beyond its predictable availability of financing and operational resources. These particular kinds of publicly supported facilities and operations are typically within the realm of the ongoing EBRPD function in the remainder of Alameda County and throughout Contra Costa County.

Faced with this possibility, and the realization that public interest for regional parks, open space, trails and related issues will inevitably increase in the near future, an LARPD/EBRPD Liaison Committee was established, including two elected Board members from each District, as well as each District's General Manager and support staff. This committee has conducted a number of meetings and study sessions, with a goal of establishing areas of mutual understanding and potential goals. In effect, the primary goal of the Liaison Committee was to determine the most effective, most appropriate means by which the two agencies can work together to provide a proper level of parks, recreation, and open space facilities and services to the people of Murray Township.

Based upon consensus and guidance achieved at these sessions, the staff representatives were able to prepare a concept paper which described the potential cooperative efforts of the two districts, in Murray Township. The concept paper additionally defined a proposed formula for tax-revenue sharing which would make it possible for each of the districts to finance its designated activities and responsibilities. Lastly, the paper defined a series of procedural and legal steps which would be required in order to implement the Liaison Committee's recommendations.

Jurisdictional Assumptions

This concept paper assumes the following jurisdictional distinctions:

1. LARPD would continue to assume primary responsibility for all

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existing LARPD facilities and programs, as well as all future Murray Township community and local park and recreation facilities, and their related maintenance and operation.

- 2. EBRPD would assume responsibility for acquisition and development of future regional parks, open space areas, and trails within Murray Township, and their related maintenance and operations. The initial guiding document for the regional program would be the existing LARPD Master Plan, and Master Trails Plan; however, when EBRPD undertakes its regular EBRPD Master Plan review (this occurs at approximately five-year intervals, and the next review is scheduled for completion by 1994), the Murray Township regional needs will be reviewed as a part of the total EBRPD jurisdictional area review.
- 3. All EBRPD Regional Master Plan considerations would include maximum participation by the LARPD, as well as by other jurisdictions in Murray Township, e.g., the City of Livermore, School Districts, etc., and by citizens in the Livermore community.
- 4. Implementation of the revised EBRPD Master Plan relating to Murray Township regional parks, open space, trails, etc., would invariably be directly related to the availability of financial resources. In general, EBRPD would attempt to achieve capital financing (i.e., acquisition and development) from external sources, including bond acts, Federal and State grant programs, etc. However, local tax

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revenues would be required in order to provide funding for maintenance and operation of the regional facilities. A following section of this paper (<u>Financing Considerations</u>) addresses this issue, and lists a number of equitable approaches which the Liaison Committee considered for accomplishing the facility, operational, and public service responsibilities of each of the two jurisdictions. (It was these considerations and reviews which ultimately led to a decision by the two Board representatives to propose and support the specific recommendation.)

Although the specific jurisdictional "split" discussed in this 5. concept paper proposed definitive roles for each of the districts, as a practical matter (based upon financial and other realities), actual implementation would anticipate variations of responsibility, in general or in regard to individual projects, based upon mutual agreement. Specifically, it is planned that Sycamore Grove Regional Park would remain a LARPD responsibility. With regard to Brushy Peak, at the outset it is intended that the facility will be acquired by LARPD. LARPD and EBRPD then would proceed with a joint development plan, consistent with the specific classification of regional park as defined in each agency's master plan. LARPD is responsible for the initial operation EBRPD will consider being involved with of Brushy Peak. future operation of the park if requested by LARPD and if resources are available.

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- 6. As a matter of Board policy for each District, the Liaison Committee would continue to function as a forum for discussion of matters of concern to EBRPD and LARPD with respect to implementation of the cooperative and complementary functions of the two Districts. The Liaison Committee, including two Board members from each district, would meet at least quarterly, throughout each year. The responsibilities of the committee would include:
 - -- review of operational issues;
 - -- review of planning issues;
 - -- review of financial issues.

At least one meeting each year would be devoted primarily to a financial review.

7. The Liaison Committee members would provide regular informational reports to their full Boards. Additionally, at appropriate times, the Liaison Committee would conduct public meetings to secure information from members of the public and to enhance public awareness of joint activities. Lastly, the committee would work cooperatively to provide regular information reports to newspapers and other media.

Financing Considerations

These ongoing financial realities were, in effect, the starting points of the reviews.

 LARPD currently receives \$0.104 per \$100.00 AV in Murray Township, and in addition, it receives development and in lieu fees from the City of Livermore for the development of park

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and recreation facilities within the city limit.

2. EBRPD currently receives no property tax-based revenues from Murray Township; in general, in its other jurisdictional areas in Alameda and Contra Costa Counties, EBRPD receives approximately \$0.03 per \$100.00 AV.

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3. A primary source for future increased revenue for parks and recreation in Murray Township is the growth of basic assessed valuation, resulting from a combination of the 1% annual AV increased assessment authorized by Proposition 13, and continued property development. For purposes of this paper it is estimated that there will be an annual composite tax revenue growth factor of 10%, generally a lower figure than actual recent years' experience. (The average annual increase over the most recent five-year period is 10.9%, although the impact of the current recession reduced the 90/91 to 91/92 increase to 8.5%.)

In Liaison Committee meetings, and in review by individual staff members, the following financing options were identified and reviewed:

- Provide to EBRPD \$0.03 per \$100.00 AV total Murray Township AV.
- 2. Provide to EBRPD \$0.03 per \$100.00 AV of portions of Murray Township AV in which regional facilities were located.
- 3. Provide to EBRPD \$0.03 per \$100.00 AV of all Murray Township incremental growth.
- 4. Provide to EBRPD \$0.03 per \$100.00 AV of all Murray Township

incremental growth in those areas served by new regional facilities.

- 5. Phase in any of Options 1-4, above, over a period of years, e.g., \$0.01 in first year, then proceed to \$0.02 after two or three years, and finally to \$0.03 after an agreed period of time. (Subsequently, EBRPD staff also suggested a "phasingin" scenario which began at \$.0075 per \$100 AV and then increased every two years, at a \$.0075 increment, until the \$0.03 per \$100 AV goal was achieved.)
- 6. Form a Landscaping & Lighting Assessment District (L&LD) with actual annual assessment based upon specific revenue requirements for regional facilities.
- A combined approach, i.e., some funds raised by formation of a L&LD, and the balance secured through tax redistribution (1-5, above).
- 8. A bond program to secure acquisition and development funds, combined with redistribution or formation of a L&LD or some combination of the two approaches.
- 9. Distribute all incremental revenue after 1991/92 on a sharing formula providing 25% to EBRPD and 75% to LARPD.

After extended review of these various options, it was concluded that the most practical and equitable approach would be one which identifies actual costs confronting each district (i.e., LARPD local and community; EBRPD - regional) and then selects a specific financing option which most clearly approximates the desired resource requirement for each of the districts. In developing a

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recommended approach, the committee also acknowledged that a <u>transitionary</u> financing arrangement was essential before the desired permanent sharing formula was achieved. In addition, it was the consensus concern of all committee members that the recommended financial approach be one which did not in any way increase the tax burden of Murray Township residents. With these factors as a guide, the staff financing approach was intended to respond to these realities.

- For LARPD, a willingness to support EBRPD annexation of Murray Township for regional park purposes and EBRPD ownership and operation of regional park facilities, with the proviso that sufficient revenues (taxation, development and in lieu fees, grants, etc.) would remain available to finance LARPD local and community park program.
- 2. For LARPD, a commitment from EBRPD that all master planning for acquisition and development of Regional facilities in Murray Township would include a maximum participation in decision-making by LARPD and by other locally-based governmental agencies and citizens' groups.
- 3. For EBRPD, a commitment from LARPD that, at a specified date, tax revenues received by EBRPD from Murray township would be the equivalent of approximately \$0.03 per \$100.00 AV, similar to revenues received by EBRPD from all other areas of Alameda County.
- 4. For EBRPD, an understanding by Murray Township citizens (including those in the City of Livermore) that EBRPD regional

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park activities would be based upon both a master plan for regional parks in the area and the availability of tax revenues.

Based upon these concerns, <u>the financial approach recommended</u> is a phase-in or incremental shift of property tax revenues from LARPD's share of the property tax revenues generated from the Murray Township area that would be in accordance with the following: EBRPD would receive \$0.0075 per \$100.00 AV, total Murray Township, in 93/94 and 94/95, \$0.015 per \$100.00 AV in 95/96 and 96/97, \$.020 per \$100 AV in 1997/98 and 1998/99, \$.0225 per \$100 AV in 99/2000, and \$.0250 in 2000/2001. Beginning with 2001/2002, EBRPD will receive \$.025 of the base year's AV and \$.030 per \$100 of all AV growth over the base year thereafter. The base year is the AV for the year 2000/2001. It is understood, further, that the proposed sequence of revenue distribution will make it possible for LARPD to assume total financing responsibility for all Brushy Peak acquisition costs.

The estimated impact of this sequenced sharing approach is described on the following page.

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Proposed Sharing Formula *

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LARPD-EBRPD Activities in Murray Township

	LARPD		EBRPD	
Year	Rate per \$100 AV	Est. Revenue	Rate per \$100 AV	Est. Revenue
1993/94	\$.0965	\$4,597,632	\$. 0075	\$ 357,328
1994/95	. 0965	5,057,396	.0075	393,062
1995/96	. 089	5,130,767	.015	864,736
1996/97	. 089	5,643,844	.015	951,210
1997/98	. 084	5,859,451	.020	1,395,108
1998/99	. 084	6,445,397	.020	1,534,618
1999/2000	0815	6,878,926	.0225	1,899,090
2000/2001	1.0790	7,334,392	.0250	2,321,010

*Formula based upon following assumptions:

- Total revenue to be distributed is based upon a tax rate (factor) of \$.104 per \$100 AV AV in 1991/92 is \$3,937,509,057 AV in 1991/92 is \$3,937,509,057 Rate of increased AV, per year, is 10%, based upon previous five year rate of increase, 10.9%

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The revenues realized by each of the districts would be used in this manner:

<u>EBRPD</u>

- 1. In 1993/94 and 1994/95, begin to acquire, plan, develop and operate regional trail segments from Shadow Cliffs to Del Valle. The total length of the trail segments will be based upon available funds, and the trail will be multi-purpose (i.e., equestrian, bicycle, hiking, jogging). Appropriate staging areas will be provided, and the trail will provide specific access for trail users from Sycamore Grove and Veterans Park to Del Valle Regional Park.
- 2. 1995/96 and 1996/97, continue trail development and begin ongoing maintenance and operation of the trail segments, identified above, (see 93/94, and 94/95).
- 3. 1997/98 and beyond;
 - -- Continued operation of regional trail segments;
 - -- Acquisition, development, and operation of additional regional parks, open space, and trails as identified in the EBRPD Master Plan revision (to be completed in 1994).

<u>LARPD</u>

- In 1993/94 and 1994/95, provide continuing operation and development of Sycamore Grove Park as a regional park facility; acquire Brushy Peak and plan for its development and operation, and continue with assistance to EBRPD to acquire, develop and/or operate regional trail segments.
- In 1995/96 and 1996/97 continue operation and development of Sycamore Grove Park, and continue payment of acquisition

costs and begin development and operation of Brushy Peak as a regional park facility. Continue coordination with EBRPD on regional trail segments.

3. In 1997/98 and beyond, continue operation and development of Sycamore Grove Park, continue payment of acquisition costs for Brushy Peak until debt is retired, continue development and operation of Brushy Peak, and continue coordination with EBRPD on regional trail segments.

Miscellaneous Related Issues

In anticipating an effective LARPD-EBRPD working relationship the following operational issues were identified and resolved.

- If, during Liaison Committee review, it becomes apparent that tax revenues are insufficient to provide the desired regional park facility and programs, the two jurisdictions will then consider the appropriateness of other funding sources to fill the revenue gap.
- 2. With regard to State of California, U.S., or other bond or subvention programs, the two agencies will work cooperatively to define priorities of proposed Murray Township programs, in order to avoid unproductive competition, and where practical they will develop joint grant proposals.
- 3. The existing Sycamore Grove Park would remain in the operational jurisdiction of LARPD.
- 4. LARPD will continue, and complete, the current ongoing negotiations to acquire Brushy Peak (approximately 800 acres).

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Implementation

To implement the proposed LARPD-EBRPD joint operational plan, the following procedural steps will be required:

- Liaison committee approves specific jurisdictional and financing approaches, and recommends the approaches to Board of Directors of each district. (Completed)
- 2. Staff, with assistance of LAFCO staff, determines annexation process details resulting in shared park and recreation jurisdiction in Murray Township, and tax revenue redistribution.
- 3. Districts cooperatively discuss proposal with City of Livermore and other appropriate jurisdictions; presentations would be for informational purposes, and to gain the understanding and support of these agencies.
- 4. Districts cooperatively discuss proposal with individual Alameda County Supervisors.
- 5. Districts cooperatively request LAFCO approval, with a goal of ultimately achieving the proposed annexation and tax revenue distribution actions, prior to fiscal year 1993/94 (i.e., prior to July 1, 1993).

It is noted that because EBRPD's operational year is the calendar year (January 1-December 31) it is desirable that, if practical, the indicated procedural steps occur in sufficiently rapid sequence to facilitate a LAFCO decision prior to December 31, 1992.

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	EBRPD	Status	LARPD	Status
	Acquire future regional parks, open space areas, and trails within Murray Township	Ongoing	Acquire Brushy Peak as a regional park facility	Not completed. The majority of land acquisition completed by EBRPD.
	Support LARPD in the joint development of Brushy Peak	Complete	Jointly develop Brushy Peak with EBRPD	Complete
Acquisition	Attempt to receive capital financing for acquisitions from external sources, including bond acts, Federal and State grants, etc.	Complete and In Progress	Continue payment of acquisition costs for Brushy Peak until the debt is retired	EBRPD provided funding for LARPD's debt service for Brushy Peak
			Consider transferring operational responsibilities to EBRPD if requested and feasible	EBRPD now operates the majority of Brushy Peak
Development	Implement Regional Projects: dependent on the availability of financial resources.	Ongoing		
Development	Seek capital financing for development through bond acts, federal and state grant programs	Complete and In Progress		
Trails	Start acquiring land, planning, developing, and operating regional trail segments from Shadow Cliffs to Del Valle (subject to funding)	Complete	Provide assistance to EBRPD in acquiring, developing, and operating regional trail segments	No financial or operational assistance for land acquisition was provided by LARPD to EBRPD. LARPD may have provided funding/staff work for development of trail segments and the Arroyo del Valle Bridge
	Continue trail development and begin ongoing maintenance and operations.	Ongoing	Continue coordination with EBRPD on trail projects	In Progress

Continue operations and acquire, develop, and operate additional regional parks, open spaces, and trails as per the revised EBRPD Master Plan	Ongoing	
Provide staging area for Shadow Cliffs to Del Valle Trail	Complete: There are three staging areas that provide access to the Shadow Cliffs to Del Valle Trail: Sycamore Grove North (LARPD), Sycamore Grove South (LARPD), Arroyo Road (EBRPD)	
Provide access for trail users from Sycamore Grove and Veterans Park to Del Valle Regional Park	Complete: In partnership a narrow trail was constructed from Sycamore Park South to Camp Arroyo partially on LARPD and EBRPD land in 2017	
Ensure regional park and trail development aligns with available funding	Ongoing	

	EBRPD	Status	LARPD	Status
	Assume responsibility for maintenance and operations of future regional parks, open space areas, and trails within MT.	Ongoing	Maintain and operate all existing LARPD facilities and programs	In Progress
Operations	EBRPD consider being involved with future operation of Brushy Peak if requested by LARPD and if resources are available	EBRPD operates the majority of Brushy Peak	Develop and operate all future community and local park facilities in Murray Township	In Progress
			Initial operation of Brushy Peak	Not completed?
			Continue funding Sycamore Grove Park operations and development	In Progress. EBRPD has provided funds to LARPD for this purpose
Annexation			Support the annexation of Murray Township into EBRPD for regional park purposes	Complete
	Collaborate with LARPD to define priorities for state, federal, and other funding opportunities	Liaison meetings were regularly held in years past and are being reinitiated post-Covid	Collaborate with EBRPD in joint planning for regional facilities within Murray Township	Topic for Liaison committee meetings
	Avoid competition and develop joint grant proposals where practical	Topic for Liaison committee meetings	Serve on the Liaison Committee with EBRPD representatives	
Liaison Committee			Work with EBRPD on funding opportunities, including joint grant proposals	Topic for Liaison committee meetings
	Establish a four-member Liaison Committee (two board members from each district)	Complete	Establish a four-member Liaison Committee (two board members from each district)	Complete
	Conduct quarterly meetings to review operational, planning, and financial issues	Topic for Liaison committee meetings	Conduct quarterly meetings to review operational, planning, and financial issues	Topic for Liaison committee meetings

Host at least one financial review meeting per year	Topic for Liaison committee meetings	Host at least one financial review meeting per year	Topic for Liaison comm meetings
Provide regular reports to respective boards and the public	In process	Provide regular reports to respective boards and the public	Meetings have not been regularly held



January 8, 2025

SENT VIA EMAIL (RACHEL.JONES@ACGOV.ORG)

Alameda Local Agency Formation Commission 224 West Winton Avenue, Suite 110 Hayward, CA 94544

Rachel Jones Executive Director Alameda Local Agency Formation Commission 224 West Winton Avenue, Suite 110 Hayward, CA 94544

Re: Item No. 7 on the January 9, 2025 Agenda Review of LARPD and EBRPD Property Tax Exchange Agreement Details

Dear Members of the Commission and Ms. Jones:

East Bay Reigonal Park District (EBRPD) thought it would be helpful for EBRPD to provide the Commission with a short outline of its position as the Commission considers its next steps in this matter. We request that the Commission receive and file the Executive Officer's recommended Alternative 1 and direct staff to return at a future meeting with the adoption of the Spheres of Influence updates that were deferred at the October meeting. Meanwhile, as discussed below, EBRPD will continue its discussions with Livermore Area Recreation and Park District (LARPD).

I. LARPD's request for assistance from LAFCO in resolving its financial problems is misplaced.

East Bay Regional Park District is a regional agency that provides regional park services to the entire East Bay. Its territory includes all of Alameda and Contra Costa counties. It receives the same basic property tax allocation throughout its two-county territory. In other words, the percentage of revenues received by EBRPD in LARPD's territory is roughly proportional to the percentage EBRPD receives from the rest of its territory.

According to the attached LAFCO staff report on the annexation proposal, LARPD initiated discussions with EBRPD on annexation because it saw the need for EBRPD to provide regional park services in LARPD's territory, and both LARPD and EBRPD endorsed the annexation. LARPD facilitated the annexation by agreeing to allow a portion of its property tax allocation to be transferred to EBRPD. LARPD's willingness to make the transfer was motivated by concerns about its ability to meet anticipated demand from population growth for regional park services.

As the parties understood at the time, and Revenue and Taxation Code section 99 makes plain, the property tax exchange was completed on annexation. It was final, and it could only be changed by a boundary change or a voluntary agreement. The suggestion in LARPD's request that LARPD is continuing to share its property tax allocation with EBRPD is just wrong. Since 1992, the property tax allocation has been EBRPD's for the purpose of providing regional park services. The 1992 Agreement . . . for the Cooperative Provision of Park and Recreation Facilities and Services and Tax Sharing included the tax exchange provisions that were implemented on annexation and also included various other commitments by each party to the other regarding how they

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would operate within Murray Township and in particular how they would spend their revenues derived from Murray Township.

Put in context, LARPD's suggestions that the agreement is the cause of its financial troubles and that LARPD property owners pay disproportionately more than others crumble. LARPD expressly determined in the 1992 agreement that the taxes it retained "would provide continued funding for the many and varied local and community park and recreation facilities and services" it provides. ERAF certainly changed things for LARPD and many other agencies, but that development is unrelated to the agreement. Furthermore, LARPD's financial issues may be unrelated to revenues, and the MSR accepted without analysis LARPD's premise that all blame lies with the 1992 agreement. Furthermore, LARPD's suggestion of disproportionality is impossible to square with the fact that EBRPD property tax allocation in LARPD's territory is similar to the rest of EBRPD. Why would the territory in LARPD allocate a smaller share of property tax to EBRPD than other portions of EBRPD do?

Furthermore, the narrow evaluation of the revenues received from and services provided to the LARPD area is inconsistent with the nature of EBRPD. EBRPD provides a regional service. People that live in LARPD's territory use EBRPD's regional parks outside Livermore. It does and should not matter to them that the park is in Contra Costa County or outside of Murray Township. Similarly, people outside LARPD's territory use EBRPD's regional parks. Subject to the requirements of the agreement, it is up to EBRPD's board to make decisions about how to best use its regional resources to serve its constituents. This, of course, is not to say that EBRPD agrees with LARPD's critique. It does not and believes that its submittal demonstrates that the people and property within LARPD are receiving good value from the property tax revenue EBRPD receives from the territory, without even considering the benefits from the regional parks not in or directly adjacent to LARPD.

II. <u>EBRPD will continue its discussions with LARPD and welcomes facilitation from LAFCO.</u>

EBRPD's understanding is that LAFCO plans to facilitate discussions between EBRPD and LARPD. EBRPD has provided LARPD and LAFCO with substantial detailed information and looks forward to productive discussions.

III. EBRPD requests that LAFCO complete the SOI update process.

LAFCO's jurisdiction over LARPD's request is limited. The MSR process is preparatory to sphere of influence updates, and, while LAFCO can recommend boundary changes and reorganizations in MSRs, it does not have authority to require EBRPD to give up a portion of its property tax allocation. Only EBRPD (with the Board of Supervisors' approval) can elect, as LARPD did in 1992 for good reasons, to give up a portion of its property tax allocation. (See Rev. & Tax. Code, § 99.1.)

LAFCO could, of course, recommend, or even initiate, detachment of LARPD's territory from EBRPD, something that has been alluded to in the course of these proceedings. LARPD has not requested and is not to EBRPD's knowledge pursuing detachment. In any event, EBRPD would vigorously oppose any detachment proposal and hopes to avoid the necessity of devoting its resources to such a campaign.

Under the circumstances, EBRPD would request that the Commission direct the Executive Officer to return at a future meeting to approve the SOI updates for EBRPD and LARPD that it deferred on October 11 and allow the EBRPD and LARPD to continue their bilateral discussions. Our request is grounded in the fact that no SOI

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update other than one that recommends detachment could address the issues that LARPD has raised. We do not believe such a recommendation would be in the public interest.

Sincerely,

Sabrina Landreth General Manager

Enclosure: Alameda LAFCO Letter dated August 28, 1992

LAFCO [©]

Local Agency Formation Commission

County of Alameda

County Administrator's Office, 1221 Oak Street, Suite 555, Oakland, CA 94612 (510) 272-6984

August 28, 1992

Honorable Commissioners Alameda County Local Agency Formation Commission

East Bay Regional Park District - Sphere of Influence Subject Amendment and Annexation of Eastern Portion of Alameda County

This is a resolution application submitted by the East Bay Regional Park District (EBRPD), with the concurrence and endorsement of the Livermore Area Recreation and Park District (LARPD), for an amendment to the East Bay Regional Park District's Sphere of Influence and subsequent annexation of 276+ square miles, referenced as Murray Township, in eastern Alameda County in order to provide regional park services and facilities.

Background:

As the Commission may recall, this issue was first raised approximately twelve years ago when a similar proposal was initiated by the EBRPD. At that time, the District's proposal dealt with expanding its boundaries within Alameda and Contra Costa counties. The Commission voted to approve the request and authorized separate proceeding to go forward in both Contra Costa County and Alameda County. The annexation proceedings were finalized in Contra Costa County. However, in Alameda County, because of an inability to resolve significant community concerns and opposition of the LARPD within the proscribed time frames, the annexation proposal died by operation of law. Your Commission indicated its strong desire that the two agencies initiate a dialogue which might, over time, lead to a mutual understanding and plan for the cooperative provision of regional and municipal recreation and park services in eastern Alameda County.

Discussion:

The application before you today represents the successful product of that dialogue. This request for a sphere amendment and annexation has been formally endorsed by both governing bodies and incorporates the following mutually agreeable policy and fiscal guidelines from a jointly developed Concept Paper:

EDWARD R. CAMPBELL, Board of Supervisors MARY KING, Board of Supervisors KEN MERCER, Pleasanton THOMAS SCHWESER, General Public

ALTERNATES: PETER SNYDER, Dublin

BILL J. ARAGON, Board of Supervisors

ALTERNATES: PETER SNYDER, Dublin
STEVEN C. SZALAY, Executive Officer DAVE KARP, San Leandro • JAMES MARTIN, General Public

Honorable Commissioners

 The provision and financing of regional park services for the eastern area;

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- The joint cooperative planning for all future regional facility acquisition and development in Murray Township; and
- The continued responsibility of LARPD for all existing LARPD facilities and programs, and all future Murray Township community park and recreation facilities, and their related maintenance and operation.

This cooperative approach to meeting both regional and local park and recreation services has received the endorsement of Cathie Brown, Mayor of the City of Livermore and City Council Members Any Wieskamp and John Stein. An Editorial entitled "Park Plan Would Be Good Deal For All" in the Daily Review newspaper dated June 17, 1992 endorsed the plan as a "laudable concept of a joint venture to improve services to the public." According to the EBRPD and LARPD, a majority of citizen/community speakers at three public hearings expressed support for this cooperative proposal.

During the past years, members of the EBRPD's Board and staff have been meeting regularly with LARPD Board and staff with the goal of determining the most effective and appropriate means by which the two agencies could work together to provide an appropriate level of parks, recreation and open space facilities and services to the residents of the eastern portion of Alameda County. These discussions, which were initiated by members of the LARPD Board, have resulted in an agreement between the two park agencies that the annexation of Murray Township by EBPRD is the best means by which regional park facilities and services can be provided to residents of the area. Together, this Liaison Committee developed a Concept Paper setting forth a plan for the provision and financing of regional park services for the eastern portion of Alameda County. The Concept Paper specifies that the two agencies will cooperate in joint planning for all future regional facility acquisitions and development in Murray Township. It states, in part, that:

Historically, LARPD has had major responsibility for providing park and recreation facilities and programs within its boundaries (generally described as Murray Township). The EBRPD has had limited or no responsibility in the subject area, although its Shadow Cliffs and Del Valle regional facilities provide service to residents of Murray Township.

LARPD's local, community, and regional facilities and programs are well received and highly regarded. However, with the possibility of rapid population growth in its area of jurisdiction and a Master Plan which cites the need for expanded facilities and operations, LARPD may be confronted with a

Honorable Commissioners 🔬

August 28, 1992

demand for additional regional park and open space facilities, and related maintenance and operations, perhaps beyond its predictable availability of financing and operational resources. These particular kinds of publicly supported facilities and operations are typically within the realm of the ongoing EBRPD function in the remainder of Alameda County and throughout all of Contra Costa County.

Faced with this possibility, and the realization that public interest for regional parks, open space, trails and related issues will inevitably increase in the near future, the Liaison Committee was established to determine the most effective and most appropriate means by which the two agencies could work together to provide a proper level of recreational and park services to the residents.

The territory subject to this sphere amendment and annexation is generally referred to as Murray Township. It extends from the Alameda/Contra Costa boundary line in the north, south to the Alameda/Santa Clara boundary line; and from the existing boundary line of the EBRP District in the west, easterly to the Alameda County boundary line with San Joaquin County. The current easterly boundary of the Park District generally lies on a north/south line near El Charro Road and running south along the western portion of the City of Livermore, through unincorporated Alameda County to the west of Lake Del Valle, and south to the Alameda County line.

The area covered by this proposal is inhabited within the definition of Government Code Section 56045. The most recent data estimates the population at approximately 60,000 persons. The subject area consists of approximately 176,615<u>+</u> acres. It includes the community of the City of Livermore in addition to a larger area which is rural agricultural and open space of unincorporated Alameda County.

The applicant, East Bay Regional Park District, in cooperation with the Livermore Area Recreation and Park District has requested this sphere amendment and change of organization because it believes that it is in the best interests of the residents of the eastern portion of Alameda County. The proposal would provide more coordinated, complete and extensive regional park and recreation services while, at the same time, maintaining municipal park and recreation services to residents of the entire area.

As your Commission is aware, territory cannot be annexed unless it within a jurisdiction's sphere of influence. Accordingly, pursuant to Section 56425 of the Cortese-Knox Act, in determining the sphere of influence for a local agency, your Commission is required to consider and make a determination with respect to the four following factors:

1. The present and planned land uses in the areas, including agriculture and open space lands. Both the EBRPD and LARPD have existing Master Plans

which serve to guide current as well as future land use policy decisions. Additionally, as set forth in the Concept Paper:

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- EBRPD will assume responsibility for acquisition and development of future regional parks, open space areas, and trails within the proposed area as well as responsibility for related maintenance and operations. The initial guiding document for the regional program will be the existing LARPD Master Plan, and Master Trails Plan. When the EBRPD undertakes its regular Master Plan review, the needs of new territory will be reviewed as a part of the total EBRPD jurisdictional area review.
- All EBRPD Regional Master Plan considerations will include maximum participation by the LARPD, as well as by other jurisdictions in the area and by the citizens in the Livermore community.

The EBRPD, in joint cooperation with the Alameda/Contra Costa County Cattleman's Association, has recently approved a revised grazing policy which positively addresses many of the agricultural concerns of the east county ranching community.

- 2. The present and probable need for services in the area. The LARPD will continue to provide its neighborhood and community park activities. With the possibility of increasing population growth and service demands in its area of jurisdiction and a Master Plan which cites the need for expanded facilities and operations, LARPD faces a demand for additional regional park and open space facilities, and related maintenance and operations, that may be beyond its predictable availability of financing and operational resources. Through the cooperative planning arrangement and the assumption of regional park services by the EBRPD, park and recreation programs and services should be greatly expanded within the eastern portion of Alameda County. The service needs will be meet by the EBRPD providing regional park and open space functions while the LARPD will continue to provide its neighborhood and community park activities.
- 3. The present capacity of public facilities and adequacy of public services which the agencies provide or are authorized to provide. The EBRPD has stated that they are not interested in taking over any of the existing facilities of the LARPD. The LARPD and the EBRPD are not in competition since they provide a complementary service rather than a competitive one. It has been the previous policy position of your Commission that there should be a division of responsibility rather than having the recreation and park district try to perform both local parks and regional parks functions.

In the Concept Paper, it specifically sets out that the planned "Sycamore Grove Regional Park would remain a LARPD responsibility. With regard to Brushy Peak, at the outset it is intended that the facility will be acquired by LARPD. LARPD and EBRPD then would proceed with a joint development plan, consistent with the specific classification of regional park as defined in each agency's master plan. LARPD is responsible for the initial operation of Brushy Peak. EBRPD will consider being involved with future operation of the park if requested by LARPD and if resources are available." The potential for increased population growth in the service areas of both Districts will confront both with a significant future demand for additional regional park and open space facilities as well as community park and recreational facilities. The Concept Paper defines a policy direction that a joint venture is the only alternative if both Districts are to continue to provide the highest quality of regional and community services and facilities.

4. The existence of any social or economic communities of interest in the area if the Commission determines that they are relevant to the agency. The East Bay Regional Park District has responsibility for regional park facilities and services in 100% of Contra Costa County and in over 66% of Alameda County. The facilities and services which are provided by the EBRPD and the LARPD are utilized by citizens who reside throughout the two county area. Both Districts are committed to this cooperative arrangement and to assuring maximum participation by other jurisdictions in Murray Township and by the citizens in the Livermore community.

The East Bay Regional Park District issued a Notice of Intention to adopt a Negative Declaration on June 19, 1992 in accordance with the provision and guidelines of the California Environmental Quality Act (CEQA). During the comment period, no individuals or agency provided substantial evidence that a significant adverse impact would occur. On August 4, 1992, the EBRPD Board adopted a Negative Declaration for this proposed sphere amendment and annexation. The Alameda County Planning Department has reviewed the environmental documentation submitted as part of this application and find that it is sufficient and adequate for consideration by your Commission.

The EBRPD and the LARPD Boards have adopted resolutions agreeing to the redistribution of property tax revenues in accordance with the provision of Revenue and Taxation Code, Section 99. The Alameda County Board of Supervisors and the EBRPD Board have also adopted resolutions agreeing to a zero exchange of property tax revenues for the unincorporated Mountain House area in accordance with the provision of Revenue and Taxation Code, Section 99.

Honorable Commissioners

August 28, 1992

In accordance with the provisions of Government Code, Section 56834, published notice of the Commission's consideration and hearing on this proposal has been given.

Findings:

Based on the above discussion, it is proposed that the Commission make the following findings with respect to the East Bay Regional Park District's request for an amendment to its **SPHERE OF INFLUENCE**:

- 1. That the present and planned land uses in the area will not be negatively impacted and that the respective District's Master Plans adequately set out a plan for the provision of appropriate regional and local recreation and park services in the area.
- 2. That the present and probable need for public regional and community park services and facilities can best be met through a joint venture of the East Bay Regional Park District and the Livermore Area Recreation and Park District.
- 3. That the present capacity of public facilities and adequacy of public services which the agencies provide or are authorized to provide will not be negatively impacted by this proposed sphere amendment and annexation.
- 4. That the needs and interests of various communities of interest have been evaluated and considered by the Commission.

Based on the above discussion, it is proposed that the Commission make the following findings with respect to the East Bay Regional Park District's request for **ANNEXATION**:

- 1. That the proposed annexation is consistent with the procedures and policies previously adopted by the Commission.
- 2. That the proposed annexation will permit the provision of both regional and community recreational and park facilities and services to the area.
- 3. That the area is inhabited.
- 4. That pursuant to the California Environmental Quality Act, the Negative Declaration adopted by the East Bay Regional Park District has been considered by the Commission.

Honorable Commissioners

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- 5. In accordance with the provision of Revenue and Taxation Code, Section 99, the East Bay Regional Park District and Alameda County have agreed that upon annexation of the property within Tax Rate Areas 70-000 and 70-001, the District shall receive zero percent (0%) of the property tax revenue.
- 6. In accordance with the provision of Revenue and Taxation Code, Section 99, the East Bay Regional Park District and the Livermore Area Recreation and Park District have agreed, by resolution, on an exchange of property tax as recited in the Concept Paper.

Recommendations:

Based on the above Findings, it is therefore recommended that the Alameda County Local Agency Formation Commission:

- 1. Approve the application of the East Bay Regional Park District for an amendment to its Sphere of Influence to include all of the eastern portion of Alameda County referenced as Murray Township from the existing District boundary line easterly to the Alameda County border and, thereby, making the Sphere of Influence boundaries of the District coterminous with the boundaries of Alameda County; and
- 2. Approve and authorize the execution of the Certified Resolution modifying the District's Sphere of Influence boundaries.

and then:

- 1. Approve the application of the East Bay Regional Park District for annexation of 276<u>+</u> acres, referenced as Murray Township, into the District and, thereby, making the boundary of the District coterminous with the entire boundary of Alameda County, for the provision of regional park services subject to the following condition:
 - Correction of the map and description as may be required by the County Surveyor.
- Authorize the East Bay Regional Park District as the Conducting Authority and direct that the District proceed with the appropriate notices and public hearings in accordance with the provision of Government Code, Section 57000 et seq., subject to the condition that if an election is held that it only be in the area being annexed; and

Honorable Commissioners

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August 28, 1992

3. Approve and authorize the execution of the Certified Resolution of annexation.

Sincerely,

DON GRAFF LAFCO ADMINISTRATIVE ANALYST

Approved by:

STEVEN LAFCO EXECUTIV FFICER

Attachments

SCS:DG:dg

cc: Pat O'Brien, General Manager, East Bay Regional Park District
William Payne, General Manager, Livermore Area Recreation and Park District
Seymour Greben, Seymour Greben and Associates
Michael Kyle, Attorney at Law
Cathie Brown, Mayor, City of Livermore
Leland Horner, City Manager, City of Livermore
Mary King, President, Alameda County Board of Supervisors
Steven C. Szalay, County Administrator
Adolph Martinelli, Alameda County Planning Director
Debra Wrobleski, Clerk of the Board, EBRPD

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MEMORANDUM

DATE: January 23, 2025

TO: Rachel Jones, LAFCO

FROM: Sabrina Landreth, EBRPD

SUBJECT: Additional Data Request: Tax Sharing Agreement Between LARPD and EBRPD

In 1992, when the East Bay Regional Park District annexed the Murray Township area near Livermore in eastern Alameda County with the full support of the Livermore Area Recreation and Park District (LARPD), LARPD agreed to allow a portion of its property tax allocation to be transferred to EBRPD. LARPD's willingness to make the transfer was motivated by its concerns about its ability to meet demand from population growth for regional park services. LARPD committed to using its property tax revenues for local and community park and recreation facilities and EBRPD committed to maintain and operate regional parks and acquire and develop future regional parks and open space. EBRPD receives the same basic property tax allocation in the Murray Township area as it does in the rest of its two-county territory.

Per your request, please see the attached documents that detail EBRPD's revenue and expenditures in Murray Township since 1998, which is as far back as our financial systems go. Of note, we do not receive any grants for operation of parks in Murray Township, except for our Quagga Mussel response at Del Valle. All grant sources are listed with the relevant project that received the funding. In addition, project funding that is not covered by grant sources primarily comes from other General Fund revenue.

Most importantly, there are other significant costs that make the actual amount that the East Bay Regional Park District spends serving the Murray Township area much larger that are not included, namely police and fire protection services (there is a full-service fire station at Del Valle), water quality testing, maintenance and operations of the drinking water and sewage system at Del Valle Regional Park, permit compliance, Interpretation programs, and administration. These services are significant. For example, in 2024 alone, the East Bay Regional Park District's police department logged 1537 total incidents in zip codes corresponding to Murray Township, which equates to over 839 hours on scene.

Of note, the residents of the Murray Township area also benefit from the East Bay Regional Park District's overall system of 73 regional parks. People that live in LARPD's territory use EBRPD's regional parks outside Livermore. For example, 15 percent of the visitors to Morgan Territory Regional Preserve in eastern Contra Costa County are from the Livermore area. Pleasanton Ridge Regional Park and Quarry Lakes Regional Recreation Area in Fremont also attract a significant number of visitors from the Livermore area.

The East Bay Regional Park District is committed to providing high-quality regional parks, trails, and recreational opportunities for the residents of Livermore and the surrounding communities. The Park District looks forward to continuing to work with LARPD to ensure the Livermore Valley has access to nature and open space close to home for generations to come.

Board of Directors

Elizabeth Echols	Ellen Corbett	John Mercurio	Olivia Sanwong	Dee Rosario	Dennis Waespi	Colin Co
President	Vice President	Treasurer	Secretary	Ward 2	Ward 3	Ward 7
Ward 1	Ward 4	Ward 6	Ward 5			

Colin Coffey

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											nevenue a c	xpenulture A	11d1y515 1990 ·	2025													
Revenues	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	Total
Prop Tax Revenues - Murray Township Area	1,113,065	1,310,810	1,631,776	1,968,648	2,247,825	2,491,785	2,738,454	3,061,727	3,444,398	3,775,835	4,001,426	3,956,379	3,780,789	3,726,855	3,816,830	3,960,012	4,174,718	4,510,248	4,845,137	5,175,635	5,536,150	5,913,200	6,231,292	6,520,816	6,968,730	7,457,017	104,359,554
Operating Revenues by Park Location*																											
Arroyo Del Valle Camp	-	-	-	92,782	327,325	1,638	-	-	42,523	94,903	106,875	103,998	105,118	114,796	97,486	83,290	110,929	143,817	124,082	92,735	46,704	40,697	-	-	-	-	1,729,697
Brushy Peak	-	-	-	8,515	7,692	18,740	18,805	41,588	(2)	495	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	95,834
Del Valle	802,436	869,033	867,296	891,651	933,956	920,185	911,098	922,087	917,477	996,294	1,052,754	1,257,565	1,125,768	1,242,005	1,289,612	1,356,124	1,287,541	1,421,919	1,356,684	1,214,868	1,440,248	1,369,157	146,166	1,122,419	1,311,350	614,492	27,640,185
Del Valle Center	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	153	288	441
Del Valle to Shadow Cliffs Trail	-	-	-	-	-	-	-	-	-	-	-	-	6,229	-	-	-	-	-	-	-	-	-	-	-	-	-	6,229
Total Revenues	1,915,502	2,179,843	2,499,072	2,961,596	3,516,798	3,432,348	3,668,356	4,025,402	4,404,395	4,867,526	5,161,055	5,317,942	5,017,903	5,083,656	5,203,928	5,399,427	5,573,189	6,075,983	6,325,902	6,483,238	7,023,102	7,323,054	6,377,458	7,643,235	8,280,233	8,071,797	133,831,939
Direct Expenditures by Park Location**	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	Total
Del Valle	1,203,454	1,291,607	1,357,795	1,450,974	1,423,482	1,532,879	1,612,201	1,617,153	1,713,374	1,778,459	1,946,559	1,887,530	1,969,744	2,106,121	2,077,627	2,073,180	1,974,379	2,033,326	2,163,230	2,022,126	2,332,826	2,253,151	2,098,596	2,512,213	2,559,284	2,433,405	49,424,673
Brushy Peak	-	-	6,516	29,142	55,155	19,313	31,022	103,222	88,852	174,269	115,219	109,488	127,727	111,756	129,412	111,649	108,939	81,745	154,619	147,994	147,228	149,706	152,406	154,087	146,640	133,441	2,589,548
Arroyo Del Valle Camp	-	409	29,999	373,993	706,514	230,627	249,707	280,392	284,648	(18,152)	290,063	294,402	275,052	286,243	282,345	296,426	312,474	327,528	420,300	376,491	348,366	442,297	300,962	320,029	384,509	394,666	7,490,291
Del Valle Center***	-	-	-	-	-	-	-	-	-	-	-	-	477	87	-	-	-	-	-	-	-	-	1,603	147,260	547,875	602,402	1,299,705
Del Valle to Shadow Cliffs Trail	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	342	-	-	-	-	-	-	-	-	342
Total EBRPD Direct Expenditures	1,203,454	1,292,016	1,394,310	1,854,109	2,185,151	1,782,819	1,892,930	2,000,767	2,086,875	1,934,576	2,351,840	2,291,420	2,372,999	2,504,208	2,489,384	2,481,255	2,395,792	2,442,940	2,738,148	2,546,611	2,828,420	2,845,154	2,553,568	3,133,590	3,638,307	3,563,914	60,804,559
Indirect Cost Rate 18.93%****	227,814	244,579	263,943	350,983	413,649	337,488	358,332	378,745	395,045	366,215	445,203	433,766	449,209	474,046	471,240	469,702	453,523	462,449	518,331	482,074	535,420	538,588	483,390	593,189	688,732	674,649	11,510,303
Project Exp. (Acquisition, Const., Develop.)	1,401,378	839,043	5,835,710	3,697,113	1,146,722	387,494	1,121,809	1,162,732	1,261,522	1,247,063	1,104,691	567,982	640,372	3,505,614	616,334	362,742	1,302,672	1,388,960	1,412,240	3,525,168	1,529,010	1,282,742	5,459,699	2,729,887	751,886	2,129,588	46,410,175
Annual Payment EBRPD to LARPD*****	-	-	-	426,136	190,817	249,119	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	4,866,072
Total Expenditures	2,832,646	2,375,638	7,493,963	6,328,341	3,936,339	2,756,920	3,573,071	3,742,244	3,943,442	3,747,855	4,101,735	3,493,168	3,662,580	6,683,868	3,776,958	3,513,698	4,351,988	4,494,350	4,868,720	6,753,853	5,092,849	4,866,484	8,696,657	6,656,666	5,278,924	6,568,151	123,591,108
Expenditures (Over) / Under Revenues	(917,144)	(195,795)	(4,994,891)	(3.366.745)	(419.541)	675,428	95,285	283,159	460.953	1,119,671	1,059,320	1.824.773	1.355.323	(1.600.213)	1.426.970	1.885.728	1.221.201	1.581.633	1.457.182	(270.614)	1.930.252	2.456.570	(2.319.199)	986.569	3.001.309	1.503.645	10,240,831

* Operating revenues include: Del Valle Brushy Peak Arroyo Del Valle Camp Del Valle Center Del Valle to Shadow Cliffs Trail

Camping, parking, fishing, picnic rental, concession fees, boat launch, dog pass, boat inspection, other charges, wilderness permit, grazing leases, recreation fees, taxable sales, special events, horse trailers, swimming, windsurfin Grazing leases, other revenue Facility rental, Camp Arroyo Fees, camping, special event fees Naturalist fees Property usage fee

** Direct Operating expenditures include costs of park operations and lifeguard services at Del Valle and Shadow Cliffs. Does not include Ohlone Wilderness expenditures which are part of Sunol - Ohlone Wilderness expenditures (outside of Murray Township *** Costs related to the Del Valle Visitors Center prior to construction of the VC in 2021 were included in the Sunol Visitor Center budget, which is not listed here

**** Indirect Cost rate of 18.93% was calculated per OMB requirements by a third-party consultant, and includes shared services: Finance, Information Services, Human Resources, General Counsel, Grant Administration, Maintenance & Skilled Trades ***** 2001-2003 payments to LARPD are debt service for LARPD's Brushy Peak Acquisition as per agreement btn EBRPD and LARPD.

	Murray Township Area Project Grant Revenue and Expenses by Location		
	1998-2023		
PROJECT TITLE	LOCATION NAME	Grant Revenue*	Expenses
ADV Youth Camp	Arroyo Del Valle Camp	6,412,984	6,528,424
Camp Arroyo	Arroyo Del Valle Camp	78,350	563,739
Integrated Waste Mgmt System	Arroyo Del Valle Camp	200,000	200,000
Meadow Restroom-Camp Arroyo	Arroyo Del Valle Camp		41,642
Replace Cabin HVAC	Arroyo Del Valle Camp		63,375
Replace Pool Heaters	Arroyo Del Valle Camp		12,211
Restore Camp Facilities	Arroyo Del Valle Camp		47,831
Shade/Solar Heating for Pool	Arroyo Del Valle Camp		142,560
Upgrade Pool	Arroyo Del Valle Camp		20,879
Wastewater Treatment	Arroyo Del Valle Camp	139,975	366,442
Well Monitoring	Arroyo Del Valle Camp		6,461
Ahmed Property	Brushy Peak		34,234
Bosely (Weaver)	Brushy Peak	1,750,000	3,589,712
Build Water System	Brushy Peak		13,845
Construct Staging Area	Brushy Peak		758,485
Dyer/Brushy Peak	Brushy Peak	50,000	1,553,209
Farber Foundation	Brushy Peak	2,000,000	2,738,647
Fletcher Property	Brushy Peak		908,762
Frick/Brushy Peak	Brushy Peak		114,298
Mitigate Salamander Habitat	Brushy Peak		54,362
Murray Township/Brushy Peak	Brushy Peak		22,378
Ralph Properties II Newell Pl	Brushy Peak		7,350
Wm Ralph Trust Eddie's Flat	Brushy Peak	500,000	609,865
Build and Pave Trail	Del Valle		264,444
Chemical Toilet Repl/Del Valle	Del Valle	271,217	271,217
Construct Convenience Camp	Del Valle		395,926
Del Valle-All Weather Trail Pr	Del Valle	82,649	273,918
Del Valle-Lift Station Repl.	Del Valle	189,181	209,541
DelValle/Water System-Paving	Del Valle	75,875	180,726
Electrical Service Improvemnts	Del Valle		244,799
FEMA Buttress	Del Valle		341,996
GEORGE-DEL VALLE	Del Valle		26,391
Improve Service Yards	Del Valle		955,827
Install Wireless Communication	Del Valle		56,510
LARPD Repair Paving	Del Valle		500,000
Lift Station #3/Del Valle	Del Valle	200,282	200,482
Marina Rehabilitation	Del Valle	,	86,472
Newbury Property	Del Valle	541,500	619,425
Paving/Del Valle	Del Valle	73,446	73,446
Remodel Visitor Center	Del Valle	1,134,319	1,838,394
Renovate Water System	Del Valle	4,000,000	7,271,737
Repair Dog Run Trail	Del Valle	73	8,143
Replace Restroom West Side	Del Valle	270,000	1,325,685
Replace Water Tank	Del Valle	328,801	329,110
Restore Facilities	Del Valle	210,001	212,021
Riparian Area Fencing/Del Vall	Del Valle	98,555	98,555
Sewer Lift Stations/Del Valle	Del Valle	870,286	881,737
Stabilize Water System	Del Valle	0,0,200	665,679
Upgrade Restrooms	Del Valle	1,056,795	3,238,863
Visitor Center Kiosk	Del Valle	1,000,700	122,713
			122,713

	Murray Township Area Project Grant Revenue and Expenses by Location 1998-2023		
PROJECT TITLE	LOCATION NAME	Grant Revenue*	Expenses
Water Plant Improvements	Del Valle	757,202	757,506
Westside Boat Dock	Del Valle		53,156
Arroyo DelValle Bridge Study	Del Valle to Shadow Cliffs Trail	15,000	28,432
Bobba	Del Valle to Shadow Cliffs Trail		156,776
Build Isabel and Vallecitos Tr	Del Valle to Shadow Cliffs Trail		115,982
General/DelValle	Del Valle to Shadow Cliffs Trail		11,865
Vineyard Estates Developmnt Co	Del Valle to Shadow Cliffs Trail		27,972
2023 Storm Insurance	District Wide- Del Valle		11,030
Annual Beach Sand Replacement	District Wide- Del Valle		21,579
Dist.wide-Habitat Protection	District Wide- Brushy Peak, Del Valle, and Arroyo		11,499
Drought Recovery	District Wide- Del Valle and Arroyo		150,935
Fuel Break-Goat Grazing	District Wide- Arroyo		26,570
Fueling Stations/District-wide	District Wide- Del Valle		19,889
Fuels and Fire Management	District Wide- Arroyo		15,285
Grant Writing	District Wide- Del Valle		54,014
Hazardous Tree Removal-GF	District Wide- Del Valle		36,400
Improve Concession Building	District Wide- Del Valle and Arroyo		18,738
Maintain Infrastructure	District Wide- Del Valle		110,850
Pave Roads and Trails	District Wide- Del Valle		398,011
Pipes and Pumps	District Wide- Del Valle		132,534
Preliminary Design Project	District Wide- All Sites		67,974
Protect Habitat	District Wide- Brushy Peak, Del Valle and Arroyo		83,944
Quagga Mussel Response	District Wide- Del Valle	2,148,140	3,997,616
Remove Debris 2023 Storm**	District Wide- Del Valle		448,785
Replace Microwave Antenna	District Wide- Del Valle		24,553
Response to Storm Emergencies	District Wide- Del Valle	18,550	18,550
Retrofit Facilities Energy Pln	District Wide- Del Valle and Arroyo		23,116
Utility Installations	District Wide- Del Valle		7,046
Whole Park Access	District Wide- Del Valle and Arroyo		487,103
		23,263,180	46,410,175

* This includes Grants or formal agreements with Federal, State, and Local Agencies.

** Reimbursement for 2023 Winter Storm Expenses is still under FEMA review.

Attachment 4



Livermore Area Recreation and Park District An independent special district

4444 East Avenue, Livermore, CA 94550-5053 (925) 373-5700 <u>www.larpd.org</u> **General Manager** Mathew L. Fuzie

February 24, 2025

LAFCO Administrative Office Rachel Jones, Executive Officer Bob Woerner, Alameda LAFCO Commissioner 224 West Winton Avenue, Suite 110 Hayward, CA 94544

Subject: Points of Agreement and Disagreement Re: LARPD and EBRPD 1992 Tax Revenue Sharing Agreement

Executive Officer Jones and Commissioner Woerner,

Thank you for your attention and willingness to facilitate these discussions to assist with a resolution for the residents of Murray Township.

The fundamental dispute between LARPD and EBRPD is that LARPD asserts EBRPD has not fulfilled its obligations under the Tax Sharing Agreement (TSA), particularly regarding the spending of tax revenues for acquisition and development of future regional parks, open space areas, and trails within Murray Township.

- **Failure to Adequately Spend LARPD Tax Revenues**: LARPD contends that EBRPD has not spent LARPD tax revenues as required by the TSA on acquisition and development of future regional parks, open space areas, and trails within Murray Township.
- Failure to Adequately Include LARPD in Master Planning for Murray Township: LARPD maintains that EBRPD did not adequately include LARPD in its master planning process as it pertains to Murray Township, as stipulated in the TSA.
- Equitable Allocation of Resources: At the time of the agreement, LARPD expressed a willingness to support EBRPD's annexation of Murray Township for regional park purposes, with the understanding that sufficient revenues (such as taxes, development fees, and grants) would remain available to fund LARPD's community

park programs. However, this balance has not been achieved, and the current distribution of funds has left LARPD's park programs underfunded and unable to meet the growing demands of the community.

Specific concurrences and disagreements are outlined below. We look forward to productive discussions and a positive resolution that benefits the residents of Murray Township.

Sincerely,

Mathew Fuzie General Manager Livermore Area Recreation and Park District

Enclosure: LARPD Concurrences and Disagreements

Livermore Area Recreation and Park District Areas of Agreement and Disagreement with East Bay Regional Park District

	LARPD Concurrences
1.	Murray Township is located in Alameda County and shares the jurisdictional boundary with the Livermore Area Recreation and Park District ("LARPD").
2.	In 1992, East Bay Regional Park District (EBRPD) annexed Murray Township with LAFCO approval, agreeing to receive zero percent of the property tax revenue directly from this area. Concurrent with the annexation, LARPD and EBRPD entered into a Tax Sharing Agreement (TSA).
3.	In the TSA, LARPD agreed to allocate a portion of its property tax revenue to EBRPD in exchange for EBRPD accepting responsibility for acquisition and development of future regional parks, open space areas, and trails within Murray Township. (TSA at p. 3)
4.	The TSA states the agreement "would provide continued funding for the many and varied local and community park and recreation facilities and services operated by LARPD, provide EBRPD a reasonable amount of funds to maintain and operate regional facilities in the Murray Township area." (TSA, at p. 2.)
5.	Del Valle Regional Park was created in 1970 and had been operated by EBRPD for 22 years at the time the parties executed the TSA in 1992. Prior to 1992, EBRPD operated Del Valle with no Murray Township revenue pursuant to operating agreements between EBRPD, California Department of Parks and Recreation, and California Department of Water Resources. (EBRPD Dec. 10, 2024 Ltr. to LAFCO.)
6.	LARPD acknowledges that EBRPD spent \$22,677,955 in Murray Township in accordance with the TSA from 1998 to 2023, as outlined in the financial information submitted to LAFCO on January 8, 2025. This total excludes Del Valle as it existed prior to the TSA and is not considered a new regional park under the agreement. See financial table for additional details.
7.	While LARPD and EBRPD have different figures for the revenue shared over the life of the agreement, LARPD contends that EBRPD has spent significantly less than the revenue received in accordance with the TSA. See attached table for details.

	LARPD Disagreements
1.	Based on financial information submitted, LARPD disputes that EBRPD spent LARPD tax revenues provided in the TSA on new regional parks, open space areas, and trails within Murray Township.
2.	LARPD contends that EBRPD failed to spend LARPD tax revenues as required by Section 8 of the TSA. LARPD further contends that EBRPD spent LARPD tax revenues inconsistently with the terms of the TSA on improvements and operations at existing EBRPD facilities including Del Valle, which, although located in Murray Township, existed prior to the TSA and is not considered a new regional park under the agreement.
3.	LARPD contends that, throughout the duration of the agreement, EBRPD failed to adequately address the regional needs of Murray Township and did not adequately involve LARPD in the master planning process, as required by the TSA (TSA at pp. 3-4).
4.	LARPD contends that the expenditure of bond proceeds from EBRPD's Measures AA and WW on areas outside Murray Township is of no consequence because EBRPD does not allege the bond proceeds were spent on parks or trails within Murray Township. (EBRPD Dec. 10, 2024 Ltr. to LAFCO.)
5.	LARPD contends that EBRPD is not entitled to receive property tax revenue directly from Murray Township (as documented in Aug. 28, 1992 EBRPD memo to LAFCO on Sphere of Influence Amendment and Annexation of Eastern Portion of Alameda County. Page 7, Finding 5.). EBRPD only receives property taxes that are shared with it by LARPD through the TSA.
6.	LARPD disagrees with EBRPD's claim that the TSA can only be changed through a boundary change or voluntary agreement (EBRPD Jan. 8, 2025 Ltr. to LAFCO). LARPD contends that the TSA can be reformed, rescinded, or voided due to EBRPD's ongoing failure to comply with Section 8 of the TSA, which requires EBRPD to use Murray Township tax revenues for the acquisition and development of future regional parks, open space areas, and trails within Murray Township.
7.	LARPD disagrees with EBRPD's estimate of property tax revenue received as part of the TSA. See attached table for details.

LARPD's Financial Analysis of EBRPD's Submittal

	LARPD Analysis	EBRPD's Submittal	Difference	Comments
Property Tax Revenues	110,845,924	104,359,554	6,486,370	EBRPD submittal does not include revenue prior to 1998
Arroyo Del Valle Camp	(8,382,616)	(8,382,616)	-	New
Brushy Peak	(9,089,062)	(9,089,062)	-	New
Del Valle to Shadow Cliffs Trail	(320,205)	(320,205)	-	New
Payments from EBRPD to LARPD	(4,886,072)	(4,886,072)	-	
District Wide	?	(843,309)	843,309	Defer
Del Valle	-	(45,808,984)	45,808,984	Existing, not subject to TSA
Del Valle Visitor Center	-	(1,545,298)	1,545,298	Existing, not subject to TSA
Net (Revenue less Expense)*	88,167,969	33,484,008	54,683,961	-

*Unspent tax revenue in Murray Township

Net=Operating Revenue - Operating Expense + Grants - Project Expense

Note: LARPD agrees on Operating Revenue, Grants, and Project Expenses, but disagrees on compliance with the TSA as it relates to Del Valle and Del Valle Visitor Center

LARPD STATEMENT REGARDING TAX SHARING AGREEMENT

The East Bay Regional Park District (EBRPD) has recently taken the position that it may spend revenues derived from the 1992 Tax Sharing Agreement anywhere in the boundaries of Alameda and Contra Costa Counties, regardless of the needs of Murray Township citizens or its legal obligations under the agreement. This position is unsupported by the facts, the plain reading of the agreement, or the intent of the parties.

The 1992 Tax Sharing Agreement is clear: "EBRPD will assume responsibility for acquisition and development of future regional parks, open space areas, and trails **within Murray Township**, and their related maintenance and operations" alongside LARPD's continued operation of facilities and programs for local park and recreation facilities, and their related maintenance and operation, in Murray Township.

Beginning in the 1997/98 fiscal year **and beyond**, EBRPD was only permitted to spend revenues from the agreement on: (1) continued operation of regional trail segments, and (2) acquisition, development, and operation of additional regional parks, open space, and trails as identified in its 1994 Master Plan. The agreement incorporates a "Concept Paper" between the two districts that also makes clear the revenues must be spent in Murray Township.

Despite this language in the 1992 Tax Sharing Agreement and Concept Paper, EBRPD now claims it can spend revenues from the agreement anywhere and on anything it likes. This position is apparently needed to justify what EBRPD's own data shows. The Tax Sharing Agreement specifies that Murray Township tax revenues are to be used for acquiring and developing additional regional parks, open spaces, and trails within Murray Township. However, EBRPD has spent millions in tax revenues on operating and maintaining existing facilities like Del Valle, which does not align with the agreement's requirements. Further, the funds have been used by EBRPD in areas outside Murray Township. EBRPD's data is also incomplete, omitting important revenues and grants even for the items inside Murray Township it claims are permitted under the agreement.

The 1992 Tax Sharing Agreement is not a typical "tax exchange" required for annexation. When EBRPD annexed Murray Township, Alameda County adopted a tax exchange agreement on behalf of the districts allocating \$0 to EBRPD. LARPD and EBRPD voluntarily entered into the 1992 Tax Sharing Agreement separately and it was not required to complete the annexation. EBRPD now attempts to treat these two agreements the same, arguing the 1992 Tax Sharing Agreement is the same as any other required for an annexation and therefore it can spend the funds as any other funds received under a tax exchange. Not so. The 1992 Tax Sharing Agreement contains specific requirements for how the funds must be spent, and EBRPD's attempt to evade these obligations is revisionist history. EBRPD's own financial data show expenditures that do not comply with the Tax Sharing Agreement.

LARPD has attempted numerous times over the years to address these issues with EBRPD to no avail. EBRPD refuses to meet with LARPDto specifically discuss the 1992 Tax Sharing Agreement or its expenditures in and out of Murray Township. EBRPD only participated in meetings after LAFCO began this process, but, during the LAFCO process, EBRPD continued its refusal to discuss any modifications of the Tax Sharing Agreement or changes in expenditures. Recently, EBRPT suggested that if LARPD needs more revenue, it should ask Alameda County or the City of Livermore for assistance.

LARPD wants revenues from Murray Township citizens to be spent in Murray Township. The 1992 Tax Sharing Agreement requires this and Murray Township citizens deserve no less. LARPD also wants to thank LAFCO for all of the hard work in assisting the districts analyze this issue before, during, and after the municipal service review and through the date of this meeting.



ALAMEDA COUNTY AUDITOR-CONTROLLER AGENCY MELISSA WILK

AUDITOR-CONTROLLER/CLERK-RECORDER

December 17, 2024

Julie Dreher Livermore Area Recreation & Park District 4444 East Avenue Livermore, CA 94550

2024/2025 FISCAL YEAR PROPERTY TAX REVENUE ESTIMATE

The following is the District's estimated tax revenue produced from the Countywide 1% tax levy from the various property tax rolls for the Fiscal Year 2024/2025.

	Total	Less:	Less:	Less: Est.		Net
Revenue Source	 Allocation	RPTTF*	 ERAF	Tax Admin		Allocation
Secured/Unsecured	\$ 27,297,944	\$ 763,031	\$ 13,197,054	\$ 56,025	\$	13,281,834
Homeowners	\$ 56,726				\$	56,726
Unitary	\$ 277,498				. \$	277,498
Total Revenue	\$ 27,632,168	\$ 763,031	\$ 13,197,054	\$ 56,025	\$	13,616,058

Total Allocation Factor 0.0033776

* RPTTF: Redevelopment Property Tax Trust Fund Contribution

The total revenue includes the LARPD-EBRPD Murray Township tax sharing agreement amount of \$8,150,956.42

These estimates are based on the January 1, 2024 lien date and have not been adjusted for roll corrections which can occur throughout the year. The Secured/Unsecured amount stated above has been adjusted for tax delinquencies (secured at 0% and unsecured at 5.29%).

If you have any questions, please call me at (510) 272-6557.

Sincerely Trina M. Caballero **Division Chief**

Office of the Auditor-Controller 1221 Oak St., Suite 249 Oakland, CA 94612 Tel: (510) 272-6565 Fax: (510) 272-6502 Central Collections Division 1106 Madison St., 1st Floor Oakland, CA 94607 Tel: (510) 208-9900 Fax: (510) 208-9932 Clerk-Recorder's Office, Oakland 1106 Madison St., 1st Floor Oakland, CA 94607 Tel: (510) 272-6362 Fax: (510) 208-9858 Clerk-Recorder's Office, Tri-Valley 7600 Dublin Blvd. Dublin, CA 94568 Tel: (510) 272-6362 Fax: (510) 208-9858 160

Account Description	FY01-02	FY02-03	FY03-04	FY04-05	FY05-06	FY06-07	FY07-08	FY08-09	FY09-10	FY10-11	FY11-12	FY12-13
Recreation Programs	156,940	154,219	212,344	273,954	331,015	362,767	391,672	359,554	332,915	392,620	416,611	359,121
Adult Sports	91,911	92,290	95,850	132,019	120,526	140,506	155,948	128,300	252,187	137,180	133,016	135,684
Miscellaneous Park Revenue	22,316	12,555	56,233	8,750	105,583	46,595	1,175	255	37,169	329	7,698	20,313
Community Gardens	1,600	1,420	1,460	1,817	1,913	2,390	2,294	2,031	1,955	3,024	2,533	5,400
Cell Tower Leases	-	-	-	-	-	-	-	31,568	24,102	36,104	49,852	51,835
Park/MSC Reimbursements	6,825	16	42,301	25,056	10,157	7,334	8,851	-	-	22,952	56,150	28,092
Zone 7 Weed Abatement Contract	-	-	-	-	-	-	-	-	-	-	-	-
CFD at Cayetano	-	-	-	-	-	-	-	-	-	-	-	-
Vehicle Sales	-	-	-	-	-	-	-	-	-	-	-	-
CIP Revenue	-	-	-	-	-	40,801	202,655	152,752	235,088	257,229	104,264	56,481
Friendship Center	266,875	261,300	256,122	321,874	288,165	217,708	243,666	-	-	-	-	-
Extended Student Services	3,251,105	3,420,928	3,433,479	3,650,485	3,509,252	3,526,877	3,267,245	3,283,063	3,529,180	3,705,848	3,774,823	3,408,423
Senior Services	117,123	209,636	217,261	237,062	172,184	200,029	225,696	198,817	300,752	202,524	208,741	206,712
Preschool	195,269	226,373	245,891	311,601	257,830	252,741	261,829	296,256	353,934	361,223	429,649	367,891
Teen Programs	26,930	45,199	45,692	55,511	35,714	33,516	27,255	21,308	14,183	14,896	2,677	-
Special Events	15,768	36,403	118,799	113,682	112,562	152,004	138,492	125,777	83,453	60,102	16,834	19,023
Science Camp	2,685	16,020	11,415	818	-	-	-	-	-	-	-	-
Group Nature Programs	19,551	22,510	28,464	27,546	-	-	-	-	-	-	-	-
Open Space Programs & Classes	89,404	85,727	81,983	88,292	109,838	102,025	91,657	77,934	86,896	87,466	81,972	85,115
Open Space Photo Permits	-	-	-	-	-	-	-	-	-	-	-	-
Junior Rangers	6,595	5,746	5,799	-	-	-	1,975	4,188	3,974	4,911	6,613	6,252
Open Space Nature Programs	296	20	205	184	38	-	(48)	492	3,130	1,192	1,200	-
Residence Rental	10,320	8,690	9,480	9,480	8,894	9,472	10,260	9,480	9,480	9,480	9,480	9,480
Sycamore Grove Parking Fees	45,517	45,121	42,598	25,686	27,760	25,203	31,086	30,262	35,616	37,019	40,686	44,101
Sycamore Grove Parking Permits	-	-	-	20,709	22,320	23,359	24,133	25,508	34,033	36,128	36,991	36,690
Sycamore Grove Picnic/Park Rental	185	600	440	100	100	-	-	-	-	-	-	-
SG Grants & Donations	-	-	-	249	543	793	950	10,864	399	946	1,557	6,769
Environmental Education	-	-	-	75	27,068	28,800	33,677	44,391	31,440	17,886	21,572	21,200

Account Description	FY01-02	FY02-03	FY03-04	FY04-05	FY05-06	FY06-07	FY07-08	FY08-09	FY09-10	FY10-11	FY11-12	FY12-13
Miscellaneous SG/Vets Park Revenue	6,205	52,499	1,923	2,570	5,257	858	75	2,070	9,789	3,049	3,912	6,129
Golf	22,633	32,787	28,024	23,681	31,026	30,465	22,691	21,651	-	-	-	-
Robertson Park Soccer	15,487	14,785	15,971	616	-	-	-	-	-	-	-	-
Robertson Park Softball Field Rentals	-	-	200	60	-	-	-	-	-	-	-	-
Admin/Refund Fees	-	-	-	-	-	-	-	-	-	-	-	-
Facility Rentals	183,830	201,018	206,709	289,224	384,474	468,809	507,367	487,265	484,983	471,659	511,764	511,897
Youth Sports Programs	110,946	148,042	148,264	148,591	189,593	203,137	247,890	204,016	241,326	219,233	220,262	169,498
Picnic Area Rentals	10,133	7,270	13,008	10,136	7,380	9,060	7,975	7,988	11,525	9,841	7,485	6,770
Picnic Insurance Fees	1,701	3,947	1,507	-	-	-	-	-	-	-	-	-
Community Field Rentals	-	-	695	61,838	-	-	-	-	-	-	-	-
Robertson Park Stadium Rental	-	-	-	990	1,805	2,690	6,420	2,341	3,850	500	6,450	250
Robertson Park Equestrian Area	-	-	-	575	1,000	2,150	3,200	4,900	7,172	9,018	11,605	16,308
Field & Gym Rentals	12,089	9,193	35,211	3,546	116,685	152,877	144,001	160,238	180,255	196,685	211,535	251,322
Party Revenue	-	-	-	-	-	-	-	-	-	-	-	-
Field Lighting	-	-	-	-	-	-	-	-	-	-	-	-
Storage Shed Rental	-	-	-	-	-	-	-	-	-	-	-	-
Advertising Revenue	-	-	-	-	-	-	-	-	-	-	-	-
Rock Gym	-	-	-	-		51,976	120,000	121,120	107,980	114,976	119,161	44,668
Believes/ASES/ELOP Grant Program	-	-	-	-	-	-	-	105,824	-	-	148,069	138,808
PAL	516,271	488,803	418,340	474,687	436,586	687,857	644,520	663,753	494,868	504,138	507,150	510,810
Aquatics Programs	119,666	129,158	131,985	275,980	409,723	371,558	388,407	387,040	384,688	418,832	475,556	486,586
Concessions & Snack Shack	-	-	-	534	12,520	25,058	22,432	20,476	25,326	\$15,373.13	17,084	19,798
Facility Maintenance Grant	-	-	-	-	-	-	-	-	-	-	-	-
ERAF Return	60,210	17,841	-	-	-	-	-	-	-	-	-	-
Totals	\$ 5,386,384	\$ 5,750,114	\$ 5,907,653	\$ 6,597,977	\$ 6,737,511	\$ 7,179,414	\$ 7,235,448	\$ 6,991,482	\$ 7,321,645	\$ 7,352,358	\$ 7,642,954	\$ 7,031,426

Note: Revenue above is strictly from operations and does not include property taxes or payments received from EBRPD.

Account Description	FY13-14	FY14-15	FY15-16	FY16-17	FY17-18	FY18-19	FY19-20	FY20-21	FY21-22	FY22-23	FY23-24
Recreation Programs	436,128	405,758	397,666	406,121	426,333	514,203	62,811	39,523	165,014	268,224	290,805
Adult Sports	150,198	132,815	145,950	159,495	141,577	140,876	72,557	1,157	60,570	78,008	84,439
Miscellaneous Park Revenue	1,068	53,520	1,905	5,078	3,245	35,473	1,025	-	12,620	18,000	-
Community Gardens	4,472	4,530	7,218	5,215	5,467	5,021	6,482	6,253	5,578	5,954	6,100
Cell Tower Leases	57,655	70,180	72,846	75,357	78,291	64,962	63,346	65,326	67,374	69,933	71,737
Park/MSC Reimbursements	28,997	34,147	19,279	31,995	41,623	28,569	36,774	45,567	31,541	49,058	46,328
Zone 7 Weed Abatement Contract	-	60,213	218,141	316,042	313,122	231,590	174,727	170,538	185,400	-	-
CFD at Cayetano	-	-	91,798	65,296	67,440	67,349	55,046	65,640	57,174	56,834	63,763
Vehicle Sales	-	-	-	-	-	-	-	-	-	-	144,405
CIP Revenue	3,103	255,561	172,942	-	-	-	-	-	-	-	-
Friendship Center	-	-	-	-	-	-	-	-	-	-	-
Extended Student Services	3,585,100	3,873,003	4,252,078	4,598,713	5,049,468	5,141,360	4,015,338	2,370,782	3,140,191	3,305,495	3,682,437
Senior Services	336,725	239,474	150,579	237,390	203,459	204,191	139,400	65,502	113,619	210,129	217,825
Preschool	416,513	379,174	421,935	423,347	431,853	445,514	314,639	41,998	153,030	327,577	342,160
Teen Programs	-	-	-	-	-	-	-	-	-	-	-
Special Events	18,089	19,900	17,945	19,389	22,954	24,240	20,926	1,552	2,550	-	5,561
Science Camp	-	-	-	-	-	-	-	-	-	-	-
Group Nature Programs	-	-	-	-	-	-	-	-	-	-	-
Open Space Programs & Classes	105,244	98,000	96,921	126,582	133,994	146,342	9,693	79,637	185,032	181,704	222,498
Open Space Photo Permits	2,325	2,745	3,350	1,700	2,000	2,215	2,200	4,050	3,600	4,100	3,907
Junior Rangers	6,726	8,075	4,290	11,482	10,671	14,439	1,264	9,990	15,855	25,289	27,217
Open Space Nature Programs	-	-	-	-	-	-	-	-	-	-	-
Residence Rental	9,480	8,690	10,428	10,427	10,428	9,559	10,428	10,428	-	-	-
Sycamore Grove Parking Fees	43,687	44,621	38,768	33,100	60,953	68,373	99,601	130,168	96,730	74,059	69,208
Sycamore Grove Parking Permits	35,634	32,407	42,013	44,388	49,651	52,060	68,819	66,127	64,617	61,424	60,690
Sycamore Grove Picnic/Park Rental	-	1,920	1,550	3,667	14,142	1,255	300	1,680	3,139	1,264	6,681
SG Grants & Donations	4,894	3,461	2,321	3,674	13,041	2,135	991	17,790	9,914	15,603	10,396
Environmental Education	28,244	28,372	35,810	27,874	38,564	43,777	20,279	7,612	16,239	50,433	30,599

Account Description	FY13-14	FY14-15	FY15-16	FY16-17	FY17-18	FY18-19	FY19-20	FY20-21	FY21-22	FY22-23	FY23-24
Miscellaneous SG/Vets Park Revenue	10,869	7,543	8,202	9,108	1,599	1,218	925	-	1,533	791	10,489
Golf	-	-	-	-	-	-	-	-	-	-	-
Robertson Park Soccer	-	-	-	-	-	-	-	-	-	-	-
Robertson Park Softball Field Rentals	-	-	-	-	-	-	-	-	-	-	-
Admin/Refund Fees	-	2,128	3,880	3,174	3,683	4,994	15,238	9,243	14,705	19,278	23,224
Facility Rentals	536,956	635,857	773,518	849,851	797,354	878,711	424,991	44,938	349,056	339,786	331,098
Youth Sports Programs	165,376	177,623	145,984	180,320	221,703	191,833	126,859	162,163	451,982	576,869	743,955
Picnic Area Rentals	6,830	11,295	10,120	7,050	2,975	3,190	3,775	3,075	15,435	17,045	43,450
Picnic Insurance Fees	-	-	-	-	-	-	-	-	-	-	-
Community Field Rentals	-	-	-	-	-	-	-	-	-	-	-
Robertson Park Stadium Rental	500	-	-	-	-	-	-	-	-	-	-
Robertson Park Equestrian Area	10,695	13,411	13,184	14,513	13,628	7,751	994	-	-	-	-
Field & Gym Rentals	275,488	284,488	259,132	306,263	294,639	393,133	295,994	217,260	427,641	481,818	503,525
Party Revenue	-	-	-	-	-	-	-	-	-	4,425	18,441
Field Lighting	-	-	-	46,669	47,805	51,584	43,039	34,793	52,413	52,390	53,067
Storage Shed Rental	-	-	-	6,350	12,450	11,800	11,850	10,450	12,609	13,750	13,200
Advertising Revenue	-	-	-	-	-	22,000	22,000	-	-	-	-
Rock Gym	-	-	-	-	-	-	-	-	-	-	-
Believes/ASES/ELOP Grant Program	135,700	137,653	151,438	146,290	149,317	136,128	148,586	-	134,035	488,071	90,186
PAL	524,805	586,541	586,984	553,263	620,513	623,032	487,603	-	28,238	-	-
Aquatics Programs	513,805	500,729	490,027	587,509	584,550	516,328	262,456	281,812	427,784	483,416	600,823
Concessions & Snack Shack	34,955	77,653	76,214	77,868	76,803	76,087	43,856	-	12,255	30,520	37,806
Facility Maintenance Grant	-	-	-	-	-	-	-	-	-	63,699	-
ERAF Return		-	-	-	-	-	-	-	-	-	
Totals	\$ 7,490,261	\$ 8,191,489	\$ 8,724,416	\$ 9,394,559	\$ 9,945,292	\$ 10,161,291	\$ 7,064,812	\$ 3,965,054	\$ 6,317,473	\$ 7,374,943	\$ 7,856,019

Note: Revenue above is strictly from operations and does not include property taxes or payments received from EBRPD.





Alameda Local Agency Formation Commission

AGENDA REPORT March 13, 2025 Item No. 8

TO: Alameda Commissioners

FROM: Rachel Jones. Executive Officer

Alameda LAFCO Transition Plan for Operational Independence and Extension SUBJECT: of the MOU with the County

The Alameda Local Agency Formation Commission (LAFCO) is undergoing significant transition to achieve full operational independence from the County. In preparation for this shift, a Transition Plan has been developed to establish the necessary financial, administrative, and operational infrastructure required for LAFCO to function as a fully independent agency. This plan provides a framework for securing financial services, contracting essential professional services, and implementing key operational policies. Additionally, the plan includes extending the existing Memorandum of Understanding (MOU) with the County until December 2025, allowing for a cooperative transition period. Staff recommends approval of the Transition Plan and authorizing the Executive Officer to negotiate and execute an amendment to the MOU until December 31, 2025 to allow for the transition.

Background

Alameda LAFCO has relied on the County for various administrative and operational functions, including financial management, payroll processing, and employee benefits. However, as LAFCO moves forward toward full independence, it must establish its own infrastructure to handle these functions directly.

The Transition Plan identifies the necessary steps to secure independent services in the following key areas:

- Financial Services: Establishing independent banking, bookkeeping, and payroll services.
- Employee **Benefits:** Selecting a retirement plan and health benefits provider.
- **Operational Setup:** Securing office space, IT services, and liability insurance.
- Legal and Administrative Policies: Extending the existing MOU with the County and developing personnel policies aligned with LAFCO's needs as an independent employer.

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Michael McCorriston, Alt. Georgean Vonheeder-Leopold, Alternate **Dublin San Ramon Services District**

Ralph Johnson, Chair Castro Valley Sanitary District

LAFCO aims to begin implementing these measures no later than June 1, 2025, ensuring a structured transition that maintains service continuity while minimizing disruptions.

Discussion

Transition Plan Overview

Rather than amending existing bylaws, staff recommends the Commission formally adopt the Transition Plan as the governing framework for the duration of the transition period. If there are any conflicts between the bylaws and the Transition Plan, the Transition Plan will take precedence. The County's cooperation will be critical in facilitating LAFCO's independence.

Financial and Administrative Services

As part of its transition to full operational independence, LAFCO will establish a dedicated transitional bank account with a local or commercial bank. This account will be used exclusively for financial operations separate from the County. To facilitate its initial setup and operational needs, an initial deposit of \$5,000 will be made. Transactions from this account will require dual signatures from the Executive Officer and the Commission Chair to ensure fiscal oversight and accountability.

In addition to banking services, LAFCO will engage a professional bookkeeper to manage its financial records. The selected bookkeeper will be responsible for maintaining a comprehensive chart of accounts, ensuring accurate financial reporting, and performing monthly reconciliations. All financial activities will be routinely reviewed and presented to the Commission, ensuring full transparency and accountability in financial management.

Payroll services will also be a critical component of LAFCO's independent operations. Once a provider is selected, a formal contract will be executed outlining the service terms, fee structures, and payroll management procedures. To ensure seamless payroll administration, LAFCO will regularly monitor the provider's performance and make necessary adjustments to maintain efficiency and compliance

Employee Benefits and Personnel Policies

As an independent agency, LAFCO must determine the most suitable retirement benefits system for its employees. The decision will be made between ACERA and CalPERS, taking into account long-term financial sustainability and the best possible benefits package for employees. This selection process will be based on an analysis of cost-effectiveness, service reliability, and compatibility with LAFCO's operational needs.

Similarly, LAFCO will evaluate various health benefits options to ensure employees receive comprehensive and competitive coverage. Potential providers include County HRS, CalPERS, and SDRMA. The selected provider will be integrated into LAFCO's payroll system, ensuring a seamless process for managing employee benefit contributions and deductions.

In addition to retirement and health benefits, LAFCO will develop its own independent personnel policies tailored to its unique operational structure. These policies will establish clear guidelines on compensation, leave, performance evaluations, and grievance procedures. This effort will ensure that LAFCO's policies align with best practices in public agency administration while maintaining regulatory compliance as an independent employer.

Employee Benefits and Personnel Policies

LAFCO will finalize an office space agreement by April 2025, securing a dedicated location for its independent operations. The Commission will determine whether to lease office space through the County's General Services Agency (GSA) and Community Development Agency (CDA) or seek an alternative arrangement with another organization. Ensuring that LAFCO has an adequate workspace will be a key component in establishing its fully independent operations.

To maintain its digital infrastructure and cybersecurity, LAFCO will secure IT services through a contract with the County Information Technology Department (ITD) if it leases space through the County. This agreement will ensure continued access to critical technology resources, data security measures, and network management services.

Additionally, LAFCO will obtain liability insurance coverage through SDRMA or Alliant to protect against operational risks. This insurance will provide coverage for general liability, professional liability, and other necessary protections as LAFCO assumes its new independent status.

Procurement Considerations for Transition Plan Implementation

As part of LAFCO's transition to full operational independence, it is necessary to establish a clear framework for procurement activities undertaken during the transition period. The procurement of essential services such as banking, bookkeeping, payroll, legal counsel, office space, IT support, and liability insurance will be critical to ensuring a smooth separation from the County. Given that these contracts will serve LAFCO's needs post-separation and will not be administered by the County, the staff recommends that procurements made for purposes of implementing the Transition Plan shall be considered procurements for LAFCO's independent operations and, as such, should not be subject to the County's procurement policies.

However, LAFCO's existing bylaws currently reference adherence to County procurement policies. To address this, the Transition Plan establishes that LAFCO will adhere to a competitive procurement process during the transition period. This process will involve the issuance of Request for Proposals (RFPs) for major service contracts and review by an appointed Ad Hoc Selection Committee of the Commission. The Committee will be responsible for screening proposals, conducting evaluations, and making recommendations for contract awards to the full Commission for approval.

This approach ensures that while LAFCO transitions away from County-administered procurement policies, it continues to uphold transparency, fairness, and competitiveness in securing services. By implementing a structured procurement process tailored to its evolving needs, LAFCO will lay the foundation for an efficient and accountable operational framework post-separation.

County Cooperation and MOU Extension

To ensure a unified transition, LAFCO will seek the County's cooperation through a written agreement extending the existing Memorandum of Understanding (MOU) until December 2025 along with approval of the Transition Plan. This extension will allow LAFCO to continue receiving necessary administrative support from the County while it completes its transition. The agreement will ensure continued County assistance in the transfer of financial, payroll, and benefits administration responsibilities to LAFCO.

A formal request will be submitted to the County outlining the terms of the MOU extension. LAFCO will work closely with County representatives to finalize the agreement, ensuring a collaborative and efficient transition process.

Implementation Timeline

To maintain an orderly and efficient transition, LAFCO will adhere to the following implementation timeline:

Immediate Actions (By Mid-March 2025):

- Issue a Request for Proposals (RFP) to secure permanent legal counsel.
- Finalize contracts for bookkeeping and payroll services.
- Establish a dedicated transitional bank account.

May 2025 Milestones:

- Secure formal approval for the MOU extension with the County, ensuring administrative support remains in place through December 2025.
- Complete negotiations and finalize agreements for office space and IT services.

- Determine and finalize the selection of a retirement benefits provider, choosing between ACERA and CalPERS.
- Confirm health benefits arrangements through County HRS, CalPERS, or SDRMA to ensure employees receive competitive coverage.

June 1, 2025 – Official Transition Date:

- LAFCO will begin a six-month process to be fully responsible for its own financial management, payroll, benefits administration, and office operations.
- LAFCO will execute a new MOU extension with the County until December 2025.

Analysis

This structured transition plan ensures that all necessary financial and administrative systems are in place before LAFCO fully separates from the County. By maintaining clear timelines and securing the appropriate agreements, LAFCO will successfully establish itself as an independent agency while minimizing disruptions to its operations. Additionally, the proposed MOU extension with the County will allow for continued cooperation, reducing risks associated with the transition. This plan also ensures that all necessary financial and personnel policies are in place before LAFCO assumes full operational control.

The Commission's approval of this Transition Plan will allow staff to proceed with immediate implementation steps, securing LAFCO's long-term stability and independence.

Alternatives for Action

The following alternatives are available to the Commission:

Alternative One (Recommended):

Approve the Transition Plan and authorize the Executive Officer to negotiate and execute the MOU extension with the County upon the advice of legal counsel until December 31, 2025 and amendments to reflect the Transition Plan.

<u>Alternative Two:</u> Continue consideration of the report to a future meeting and provide direction to staff as needed.

Alternative Three: Take no action.

Recommendation

It is recommended the Commission proceed with Alternative Action One.

Procedures

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

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

Respectfully,

Foole box

Rachel Jones Executive Officer

Attachment: 1. LAFCO Transition Plan

Transition Plan

I. Background

This Transition Plan outlines the temporary procedures and services that Alameda LAFCO will implement during its separation process from the County. The plan specifically addresses the establishment of banking services, the contracting of a qualified bookkeeper, and the selection of a competitive payroll provider. In addition, it covers key operational items such as retirement and health benefits, office space, private office setup, liability insurance, and a recommended extension of the current Memorandum of Understanding (MOU) with the County until the end of the year. Rather than amending the existing bylaws, the Commission will adopt this Transition Plan with language specifying that, in the event of any conflict between the bylaws and this plan, the provisions of the Transition Plan shall control for the duration of the transition. The County's written cooperation is anticipated to facilitate a smooth separation and to resolve any conflicts with the current County-LAFCO MOU.

II. Scope

This plan applies to all financial and operational activities essential to LAFCO's independent functioning, which shall be procured during the transition period, including:

- Banking Services: Setup and operation of a transitional bank account.
- **Bookkeeping Services:** Contracting a qualified bookkeeper to establish and maintain a comprehensive chart of accounts.
- **Payroll Services:** Evaluation and engagement of a competitive payroll service provider.
- Retirement Benefits Determination: Final decision between ACERA and CalPERs.
- Health Benefits Determination: Verification of benefits arrangements via County HRS or SDRMA.
- **Office Space Determination:** Decision on whether office space will be provided by the County or another organization and negotiate lease for office space.
- **Office Setup:** Enter agreement with County for office space by April and contract with County Information Technology Department.
- Liability Insurance Selection: Determination of coverage via SDRMA or Alliant.
- **MOU Extension (end of 2025):** Extension of existing MOU with the County until the transition is complete. During this period, the County will agree to cooperate with LAFCO as it implements the Transition Plan.

III. Transition Period and Authority

- Effective Date: No later than June 1, 2025
- **Transition Duration:** Until Alameda LAFCO completes its separation from the County and enacts new bylaws reflecting its independent operation.
- Authority Clause: Should any provisions of the current bylaws conflict with this Transition Plan, the terms of this plan shall govern for the duration of the transition.

• **County Cooperation:** The County is requested to provide written agreement to cooperate in implementing these temporary measures by approving the MOU extension until December 2025 and LAFCO's Transition Plan.

IV. Services

A. Banking Services

Transitional Bank Account:

- **Establishment:** Set up a dedicated checking account with a local or commercial bank.
- Initial Deposit: An initial deposit (e.g., \$5,000) will be made to cover setup expenses and initial operational costs.
- **Exclusivity:** The account will be used exclusively for transitional financial operations until LAFCO achieves full operational independence.

Approval and Oversight:

- **Dual Signatures:** All transactions will require dual signatories (e.g., Chair and Executive Officer).
- **Reporting:** Transactions will be reported at regular Commission meetings for oversight.

B. Bookkeeping Services

Engagement:

• Contract a qualified bookkeeper to establish and maintain all necessary financial accounts and a comprehensive chart of accounts tailored to LAFCO's operational needs.

Responsibilities:

- **Recordkeeping:** Maintain detailed records of account setups (including account numbers, descriptions, and categorizations).
- **Reconciliations:** Perform monthly reconciliations of financial statements.
- Reporting: Document all financial activities and present them for review at Commission meetings.

C. Payroll Services

Evaluation and Selection:

- An immediate review will be conducted of available payroll service providers (such as ADP, Paylocity, and Paychex).
- The Commission will review proposals and select the provider that best meets LAFCO's needs during the transition period.

Implementation:

• Once a provider is chosen, a formal contract will be executed outlining service terms, fee structures, and the scope of payroll management.

Oversight:

• The chosen provider's performance will be monitored regularly, and any necessary adjustments will be made with the Commission's approval.

D. Procurement Policies for Transition Plan

As LAFCO transitions to full operational independence, procurements made to implement the Transition Plan will be for services that will support LAFCO post-separation and will not be administered by the County.

Since LAFCO's bylaws currently reference adherence to County procurement policies, the Transition Plan establishes that LAFCO will instead follow a competitive procurement process during the transition. This process will include:

- Issuance of Requests for Proposals (RFPs): All major service contracts will go through an open and competitive bidding process.
- **Review by an Ad Hoc Selection Committee:** The Commission will appoint an ad hoc committee to evaluate proposals, conduct interviews, and make recommendations for contract awards.
- Final Approval by the Commission: Contract recommendations will be presented to the full Commission for final approval.

This process ensures that LAFCO secures necessary services through a transparent, fair, and competitive approach while establishing a procurement framework suited for its independent operations.

E. Coordination with External Counsel and County

External Counsel:

- **RFP for Counsel:** Issue an RFP as soon as possible to retain permanent counsel to advise on new bylaws, policies, and agreements (excluding negotiation of the new County MOU).
- Interim Negotiations: In the interim, BB&K will lead negotiations for the new, limited-scope County MOU, with advisory input regarding current County operations.

County Cooperation:

• Written Agreement: The County is requested to provide written agreement to cooperate with this Transition Plan, thereby avoiding amendments to existing bylaws that are not aligned with LAFCO's independent future.

V. Implementation and Next Steps

Immediate Actions (By Mid-March):

- Issue the RFP for permanent counsel.
- Finalize contracting for the bookkeeper.
- Select and engage a payroll services provider.
- Establish the transitional bank account.

May Milestones:

- 1. **County MOU Extension:** Extension of existing MOU with the County until December 2025 and agreement to cooperate with LAFCO Transition Plan.
- 2. **Office Setup:** Contract with County GSA and CDA for office, and enter contract with County ITD pending on County approval.
- 3. Liability Insurance Selection: Determine liability insurance coverage via SDERMA or Alliant.
- 4. **Retirement Benefits Determination:** Finalize whether benefits will be managed through ACERA or CalPERs.
- 5. **Health Benefits Confirmation:** Confirm health benefits arrangements through County HRS, CalPERs, or SDERMA.
- 6. **Personnel Policies and Procedures:** Develop personnel policies that fit LAFCO's needs as its own employer.

Commission Approvals: The Commission will review and approve all items outlined in this Transition Plan, including contracts, operational arrangements, and any new service agreements.

VI. Conclusion

This Transition Plan is designed to ensure a seamless financial and operational transition for Alameda LAFCO as it separates from the County. By establishing contracts banking, bookkeeping, and payroll services—and by addressing additional operational issues such as retirement and health benefits, office space, IT provider selection, and liability insurance—LAFCO will build a robust foundation for its independent operation. The plan also includes a revised Transition MOU with the County that will supersede existing arrangements where necessary, incorporates a competitive procurement process with its own contract templates, and provides that the Transition Plan's provisions take precedence over existing bylaws during the transition period. Alameda LAFCO looks forward to the County's cooperation and to implementing these measures promptly as it moves toward full operational separation.





Alameda Local Agency Formation Commission

AGENDA REPORT March 13, 2025 Item No. 9

то:	Alameda Commissioners	nem No. 5
FROM:	Rachel Jones, Executive Officer Ad Hoc Selection Committee (Johnson, Faria, Vonheeder-Leopold an	d Woerner)

SUBJECT: Opening a Transitional Bank Account with Bank of Fremont

This report recommends that the Alameda Local Agency Formation Commission (LAFCO) approve the opening of a dedicated transitional bank account with Bank of Fremont. An initial deposit of \$5,000 is proposed to cover setup expenses and initial operational costs as LAFCO moves towards full operational separation from the County of Alameda.

Background

At Alameda LAFCO's regular meeting held on January 9, 2025, the Commission approved the second phase of its Independence Report by consultant, Roseanne Chamberlain, outlining next steps for LAFCO's financial and operational independence from the County. The Commission directed staff to implement a Transition Plan to support its move toward financial independence. A critical element of this transition is the establishment of a dedicated bank account to manage transitional funds and support independent financial operations. To ensure that the selected bank meets LAFCO's requirements, the Ad Hoc Selection Committee (Commissioners Faria, Johnson, Vonheeder-Leopold, and Woerner) evaluated proposals from multiple financial institutions. The institutions considered included the Bank of Fremont, Five Star Bank, and JP Morgan Chase Bank.

After reviewing the offerings, fees, and service conditions of these banks, Bank of Fremont emerged as the preferred option due to its cost-effective business checking account and favorable terms.

Fremont Bank – Business Plus Checking

- Minimum Opening Deposit: \$100
- Key Features:
 - Account Activity Limits: Deposit up to \$2,500 in currency/coin and handle 0 100 total deposits, checks, and ACH transactions per statement period.
 - Business Debit Mastercard®: Includes robust fraud monitoring and dedicated 0 customer service.
 - Digital Tools: Business Online Banking (with bill pay) and Mobile Banking. 0

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I ena Tam, Alternate County of Alameda

Eden Township Healthcare

Ralph Johnson, Chair

Michael McCorriston, Alt. Georgean Vonheeder-Leopold, Alternate **Dublin San Ramon Services District**

- Remote Deposit Capture (RDC): Access via a Single-Feed Scanner (monthly fee applies).
- Monthly Service Fee: \$12
 - Waiver Options:
 - Maintain an average daily balance of \$5,000, or
 - Make at least 10 qualifying purchases (or one qualifying purchase of \$250 or more) using the Business Debit Mastercard, or
 - Use Remote Deposit Capture (fee applies), or
 - Maintain a Fremont Bank Commercial Lending Relationship, or
 - Use Merchant Services.

Discussion

Selection Process

The Bank of Fremont offers cost-saving business checking account ideal for entities with low activity levels and provides multiple ways to waive the monthly service charge. It meets LAFCO's needs for a transitional account with a low minimum opening deposit and operational simplicity. The initial deposit requirement of \$5,000 aligns with LAFCO's budget and operational planning. Five Star Bank presented a viable alternative; however, its fee structure and service terms were less favorable. JP Morgan Chase was also reviewed for its comprehensive banking services and accessibility; however, the overall experience Bank of Fremont had with other cities and agencies proved greater.

Compariso		Minimum		
Bank	Account Type	Deposit	Monthly Fee & Waiver Conditions	Key Features
Fremont Bank	Business Plus Checking	\$100	\$12 monthly fee, waived with any of the following: - Avg daily balance of \$5,000 - 10 qualifying purchases (or 1 purchase of \$250+) - RDC usage, Commercial Lending, or Merchant Services	- Up to \$2,500 currency/coin deposit limit and 100 transactions per period - Business Debit Mastercard, Online and Mobile Banking, RDC available
Chase Bank	Chase Business Complete Banking®	Not specified	\$15 monthly fee, waived by: - \$2,000 minimum daily balance - \$2,000 in Chase Ink® purchases - \$2,000 from eligible payment transactions - Linking qualifying accounts, or Military status	- Unlimited debit card and ATM transactions - Built-in payment options (card acceptance, Tap to Pay, Zelle®) - Up to \$5,000 no-fee cash deposits
Five Star Bank	Public Checking Account (Non- Interest)	\$2,500	\$15 monthly fee if avg daily balance is below \$25,000	- Up to 100 checks and/or 30 deposits per month - Funds are 100% liquid; deposits above FDIC limit are collateralized

After careful consideration of account features, fee structures, and service flexibility, Bank of Fremont is recommended as the most suitable option to establish a transitional bank account. The \$5,000 initial deposit will ensure that the account is operational and adequately funded to support LAFCO's immediate financial needs.

Next Steps

Staff will work with Bank of Fremont to establish a new account. The account will be monitored regularly with dual signatory requirements to ensure financial accountability. Regular reports on the account's status will be provided at subsequent Commission meetings.

Alternatives for Action

The following alternatives are available to the Commission:

Alternative One (Recommended):

Open a dedicated transitional bank account with Bank of Fremont and deposit an initial amount of \$5,000 to cover setup and initial operational expenses. Delegate authority to the Executive Officer to execute necessary agreements top open the account in consultation with 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.

Procedures

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

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

Alameda LAFCO March 13, 2025 Meeting Agenda Item No. 9

Respectfully,

Rachel Jones Executive Officer

Attachment: none





Alameda Local Agency Formation Commission

AGENDA REPORT March 13, 2025 Item No. 12a

TO: Alameda Commissioners

FROM: Rachel Jones, Executive Officer

SUBJECT: Current and Pending Proposals

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

Information / Discussion

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

Current Proposals | Approved and Awaiting Term Completions

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

Current Proposals | Under Review and Awaiting Hearing

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

Administrative Office

Rachel Jones, Executive Officer 224 West Winton Avenue, Suite 110 Hayward, California 94544 T: 510.670.6267 www.alamedalafco.org Nate Miley, Regular

County of Alameda

David Haubert, Regular County of Alameda

Lena Tam, Alternate County of Alameda Jack Balch, Regular City of Pleasanton Ralph Johnson, Chair Castro Valley Sanitary District

John Marchand, Regular

City of Livermore

City of Dublin

Mariellen Faria, Regular Eden Township Healthcare

Dublin San Ramon Services District

Michael McCorriston, Alt. Georgean Vonheeder-Leopold, Alternate

Sblend Sblendorio, Regular Public Member

Bob Woerner, Alternate Public Member

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Pending Proposals

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

- <u>Annexation of Merrit Property | City of Pleasanton</u>
 The City of Pleasanton is proposing annexation of a four-subject parcel in unincorporated
 Alameda County for the development of an 111-lot residential subdivision, including an
 age-qualified community consisting of 92-single family homes and duplexes. The affected
 territory is located within the City's sphere of influence and urban growth boundary.
- <u>Reorganization of Appian Way/Louis Ranch Property</u> | <u>ACWD and USD</u> The Alameda County Water District (ACWD) and Union Sanitary District (USD) are evaluating a plan to annex one parcel totaling approximately 30 acres within the City of Union City. The purpose of the annexation is to develop 325 single-family residential units on nine parcels totaling 98.6 acres.

Alternatives for Action

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

Attachments: none





Alameda Local Agency Formation Commission

AGENDA REPORT March 13, 2025 Item No. 12b

TO: Alameda Commissioners

FROM: Rachel Jones, Executive Officer

SUBJECT: Progress Report on 2024-2025 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 2024-2025. 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 June 23, 2023. The plan defines each of LAFCO's priorities through overall goals, core objectives, and target outcomes with overarching themes identified as education, facilitation, and collaboration. The strategic plan is anchored by seven key priorities that collectively orient the Commission to proactively fulfill its duties and responsibilities under the Cortese-Knox-Hertzberg Act of 2000 in a manner responsive to local conditions and needs. These pillars and their related strategies, which premise individual implementation outcomes, are summarized below.

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

On May 9, 2024, 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 Strategic Plan.

City of Livermore

City of Dublin

Michael McCorriston, Alt.

Administrative Office

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Georgean Vonheeder-Leopold, Alternate

Dublin San Ramon Services District

Sblend Sblendorio, Regular Public Membe

Bob Woerner, Alternate **Public Member**

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

This item provides the Commission with a status update on nineteen 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 three of the nineteen projects included in the adopted work plan. This includes progress on projects, such as Countywide Regional Water and Wastewater Committee, MSR Implementation Program, and the Countywide Municipal Service Review on Health and EMS/Ambulance Services.

Alternatives for Action

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

Attachments:

1. 2024-2025 Work Plan

Pric	ority Urgency	Туре	Project	Key Issues
	1 High	Statutory	Countywide MSR on Health and EMS/Ambulance Services	Consider accessibility of healthcare (including me Alameda County
	2 High	Statutory	Countywide Regional Water and Wastewater Committee	Develop a Framework for Creating a Countywide
:	High 3	Statutory	Countywide MSR on Police Services	Examine Current Provision and Need for Police S Considerations
	4 High	Administrative	LAFCO Office Move	Fulfill Long-Term Lease in MOU with CDA; Aid in
	5 High	Statutory	Application Proposals and Requests	Utilize resources to address all application propo Livermore Sewer Extension Project)
(6 High	Administrative	Informational Report on Island Annexations	Map all Unincorporated Islands and Examine Isla Alameda County
	7 High	Administrative	2023-2024 Audit	Verify Fund Balance; Perform Regular Audits
;	8 Moderate	Administrative	Local Agency Directory Update and MSR Summary Report	Continue Producing LAFCO Graphic Design Mate
9	9 Moderate	Statutory	MSR Implementation Program	Ensure MSR Recommendations are Reviewed an
1	.0 Moderate	Administrative	Agricultural Land Use Designation Project	Work in Partnership with the County to Review a Agricultural and Open Space Areas
1	.1 Moderate	Statutory	Participate and Facilitate Ongoing MSR Fire Service Discussions	Work with Fire Agencies in Providing Possible Bo
1	.2 Moderate	Administrative	Explore SALC Agricultural Conservation Acquisition Grants	Apply for SALC Grants to permanently protect cr the cultivation of traditional resources from conv
1	.3 Moderate	Administrative	Prepare Informational Report on JPAs	Post Enactment of SB 1266; Enhance Repository
1	4 Low	Administrative	Review of County Transfer of Jurisdiction Policies	Ensure Policies are Consistent with CKH
1	.5 Low	Administrative	Update Application Packet and Mapping Requirements	Streamline LAFCO Application and County Mapp
1	6 Low	Administrative	Informational Report on Remen Tract	Special Report on Service Delivery

Attachment 1

ALAMEDA LAFCO WORKPLAN | 2024-2025

mental health) services to all residents within

de Regional Water and Wastewater Committee e Services and Related Financial and Governance

in Hiring LAFCO Analyst

posals and boundary issues (ex. South

sland Annexation Implementation Issues in

terials for Transparency and Outreach

and Considered by Agencies

v and Evaluate Land Use Designations for

Boundary Solutions and Shared Facilities

croplands, rangelands, and lands utilized for onversion to non-agricultural uses

ry on Local Government Services

oping Requirements; Make User Friendly

17	Low	Administrative	Bay Area LAFCO Meetings	Attend Meetings with Other Bay Area LAFCOs for
18	Low	Administrative	Website Content Update	Update Relevant Information on LAFCO Website
18	Low	Administrative	Social Media	Expand Alameda LAFCO's Social Media Presence
19	Ongoing	Statutory	Policy Review on Agricultural Protection and Out of Area Service Agreements	Periodical review of exisitng policies relative to p changes are appropriate to better reflect current

for Projects/Training

te and Create New Mapping Page

ce

p practices and trends, and determine whether ent preferences