

Alameda Local Agency Formation Commission

STRATEGIC PLANNING WORKSHOP

MONDAY, DECEMBER 16, 2019

10:00 A.M.

The Martinelli Event Center
3585 Greenville Road, Livermore, California

Scott Haggerty, Chair – Sblend Sblendorio, Vice Chair – John Marchand – Jerry Thorne – Nate Miley – Ralph Johnson – Ayn Wieskamp, David Haubert, Alternate – Richard Valle, Alternate – Georgean Vonheeder-Leopold, Alternate – Tom Pico, Alternate

10:00 A.M. Call to Order – Chair

- Pledge of Allegiance
- Roll Call
- Public Comment

10:05 A.M. Business Items – Executive Officer

- a. Contract Extension with QK Associates
- b. Memorandum of Understanding with Alameda LAFCO and Community Development Agency
- c. Executive Officer Performance Review

10:30 A.M. LAFCO 101 Presentation – Bill Chiat

11:15 A.M. Discussion of Organizational Goals and Accomplishments – Participants

- Review of Strategic Plan 2018-2020, Work Plan, and Study Schedule
- Successes, Changes, Trends, Dissatisfactions over Last Year

11:45 A.M. How Does LAFCO Want to Be Known? – Bill Chiat

- Alameda LAFCO's Role in the County and Desired Public Value
- Municipal Service Reviews and Spheres of Influences

12:15 P.M. Lunch

12:45 P.M. Identify and Prioritize Key Objectives – Participants

- Short-term Priorities and Long-Term Goals

1:10 P.M. The Next Iteration of the Strategic Plan – Bill Chiat

- New Work Plan and Strategic Areas
- Discussion of Capacity and Resources to Advance Goals
- Establish Outcomes and Timeframes

2:00 P.M. Closing Comments and Reflections – Bill Chiat

2:15 P.M. Adjournment

STRATEGIC PLANNING WORKSHOP

December 16, 2019
Business Item No. 1a

TO: Alameda Commissioners
FROM: Rachel Jones, Executive Officer
SUBJECT: Second Agreement with QK Associates for Professional Consulting Services

This is a request for the Alameda Local Agency Formation Commission (LAFCO) to consider amending the existing agreement with the firm QK Associates.

Information

At Alameda LAFCO's May 7, 2018 regular meeting, the Commission approved an 18-month contract with QK Associates to prepare a Municipal Service Review (MSR) on water, wastewater, flood control, and stormwater services and related sphere of influence updates. The current agreement expired on November 30, 2019. The proposed second amendment extends the contract for an additional six-month period with an expiration date of May 31, 2020. The contract amount in the proposed second agreement would not increase and would remain the same. Funding for the service is available for the current 2019-2020 fiscal year.

Due to delays with the contract negotiation and the data collection phase, QK Associates needs additional time to prepare the report. A draft report is expected to be presented to the Commission at its January 16th regular meeting.

Discussion

This item is for the Commission to extend the overall agreement through May 31, 2020 with no additional associated costs. The proposed second agreement may be found in Attachment 1 of the staff report along with the current contract as Attachment 2.

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 for more information as needed.

Recommendation

It is recommended the Commission proceed with Alternative Action One.

Respectfully,



Rachel Jones
Executive Officer

Attachments:

1. Proposed Second Agreement
2. Current Contract

Procurement Contract No. 17722

SECOND AMENDMENT TO AGREEMENT

This Second Amendment to Agreement (“Second Amendment”) is made by the Alameda Local Agency Formation Commission (LAFCO) and Quad Knopf Inc., dba QK (QK) with respect to that certain agreement entered by them on September 12, 2018 and that certain First Amendment to Contract dated 8/16/2019, (collectively referred to herein as the “Agreement”) pursuant to which QK provides professional consulting services related to completion of the State-mandated sphere of influence updates and municipal service reviews for water, wastewater, flood control, and stormwater services to Alameda LAFCO.

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

1. The term of the Agreement is currently scheduled to expire on November 30, 2019. The parties mutually agree that more time is necessary to complete the project including public hearings. Therefore, the parties mutually agree to extend the current term for six additional months from the current end date of November 30, 2019.
2. The term of the Agreement is extended from June 1, 2018 through November 30, 2019 to June 1, 2018 through May 31, 2020.
3. There is no change in the Agreement amount of not to exceed \$80,000, and any current balance will continue through this Amendment.
4. Except as otherwise stated in this Second Amendment, the terms and provisions of this Amendment will be considered to be effective as of the date this Second Amendment is executed by LAFCO (“Effective Date”).
5. Except as expressly modified by this Second Amendment to the Alameda LAFCO and QK Agreement, all of the terms and conditions of the Contract are and remain in full force and effect.

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

ALAMEDA LAFCO

QUAD Knopf Inc., dba QK

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

By: _____
 Signature

Name: _____
(Printed)

Title: _____

Date: _____

Address: PO Box 3699, Visalia, CA 93278

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

P.O./Contract # _____

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

THIS AGREEMENT, made and entered into this 12 day of September, by and between the ALAMEDA LOCAL AGENCY FORMATION COMMISSION, a public agency of the State of California, hereafter called the "Alameda LAFCo", and Quad Knopf Inc., dba QK, a business duly qualified in the State of California, whose principal place of business is Clovis, CA 93612, hereafter called the "Contractor."

WITNESSETH

WHEREAS, the Alameda LAFCo desires to obtain professional consulting services related to completion of the State-mandated sphere of influence updates and municipal service reviews for water, wastewater, flood control, and stormwater services as described in Exhibit A hereto ("Services"); and

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

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

WHEREAS, the Alameda LAFCo has authorized its Executive Officer to execute a contract with the selected Contractor.

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

Exhibit A, A-1, A-2	Definition/Scope of Services, Proposal
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements

CONTRACT PERIOD will be from June 1, 2018 through May 31, 2019. This Agreement may be extended for an additional six month period, if mutually agreed by both parties hereto, in writing not less than thirty (30) days prior to the expiration of this Agreement.

COMPENSATION: the Alameda LAFCo agrees to pay Contractor, pursuant to the terms set forth in Exhibit B, for services performed hereunder in a total amount not to exceed \$80,000 for the term of the current agreement, including all expenses and contingencies.

ADDITIONAL PROVISIONS, pages 3 through 11, attached hereto constitute a part of this agreement.

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

ALAMEDA LAFCO

CONTRACTOR

By:

Rachel Jones
LAFCO EXECUTIVE OFFICER

Quad Knopf Inc. dba QK

CONTRACTOR

By: Amber Adam

Vice President

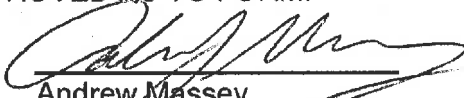
Title

601 Pollasky Ave. Suite 301

Address

Tax Payer I.D. # 94-2228472

APPROVED AS TO FORM:


Andrew Massey
LAFCO LEGAL COUNSEL

I hereby certify under penalty of perjury that the Executive Officer of the Alameda LAFCo was duly authorized to execute this document on behalf of the Alameda LAFCo by a majority vote of the Commission on May 10, 2018; and that a copy has been delivered to the Chair as provided by Government Code Section 25103.

Date: 9.12.2018

ATTEST:

LAFCo Clerk
Alameda LAFCo
County of Alameda
State of California

By: Sandy Hon

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:**
 - A. To the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782.8), Contractor shall indemnify and hold harmless Alameda LAFCo, its Commissioners, employees and agents (collectively "Indemnitees") from and against any and all claims, losses, damages, injuries (including, without limitation, injury to or death of an employee of Consultant or its Subconsultants), expenses, liabilities of every kind, nature and description (including, without limitation, incidental special and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent they arise from, or are brought for, or on account of any loss of cost arising out of, pertaining to, relating to or resulting from Contractor's negligence, recklessness, or willful misconduct in connection with the performance of any work performed under this Agreement by the Contractor solely in the Contractor's capacity as a design professional when having rendered design professional services; provided that this duty shall not apply to injuries or damages for which Alameda LAFCo has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence, recklessness or willful misconduct.

 - B. 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 other than "design professional services" that by law or regulation must be performed by a "design professional" as defined in Civil Code section 2782.8(c) and that were in fact performed by a design professional, and that are subject to the hold harmless and indemnity provisions of paragraph 2, subparagraph A, 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.

- C. Contractor shall place in its subcontractor agreements and cause its subcontractors to agree to indemnities and insurance obligations in favor of Alameda LAFCo and other Indemnitees in the exact form and substance of those contained in this Agreement. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this Agreement, including, without limitation, Exhibit C. Contractor shall verify each subcontractor's compliance.

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.
 - C. 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.
 - D. 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.
 - E. 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.

- F. Contractor shall recruit vigorously and encourage minority- and women-owned businesses to bid its subcontracts.
 - G. Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
 - H. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.
12. **ASSIGNMENT OF CONTRACT:** Nothing contained in this Agreement shall be construed to permit assignment or transfer by Contractor of any rights under this Agreement and such assignment or transfer is expressly prohibited and void unless otherwise approved in writing by Alameda LAFCo.
 13. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with Alameda LAFCo's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code section 812, including marijuana, heroin, cocaine, and amphetamines, at any LAFCo facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at an Alameda LAFCo facility or work site, the Contractor within five days thereafter shall notify the Executive Officer of Alameda LAFCo. Violation of this provision shall constitute a material breach of this Agreement.
 14. **FEDERAL AND STATE AUDITS:** Until the expiration of five (5) years after the furnishing of any services pursuant to this Agreement, Contractor shall make available, upon written request, to the Federal/State government or any of their duly authorized representatives, this Agreement, and such books, documents, and records of Contractor that are necessary to certify the nature and extent of the reasonable cost of services to Alameda LAFCo. If Contractor enters into any Agreement with any related organization to provide services pursuant to this Agreement with value or cost of \$10,000 or more over a twelve-month period, such Agreement shall contain a clause to the effect that until the expiration of five years after the furnishing of services pursuant to such subcontract, the related organization shall make available, upon written request, to the Federal/State government or any of their duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of such costs. This paragraph shall be of no force and effect when and if it is not required by law. Alameda LAFCo shall have access to Contractor's financial records for purposes of auditing payments made to Contractor hereunder. Such records shall be complete and available for audit ninety (90) days after final payment is made to Contractor hereunder and shall be retained and available for audit purposes for five (5) years after said final payment hereunder.
 15. **TIME IS OF THE ESSENCE** in each and all of the provisions of this agreement.
 16. **AMENDMENT:** No change, alteration, variation, modification of the terms, termination or discharge of this Agreement shall be valid unless made in writing and signed by the parties hereto.

17. **ASSURANCE OF PERFORMANCE:** If at any time Alameda LAFCo believes Contractor may not be adequately performing its obligations under this Agreement, that Contractor may fail to complete the Services as required by this Agreement, or has provided written notice of observed deficiencies in Contractor's performance, Alameda LAFCo may request from Contractor prompt written assurances of performance and a written plan to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of receipt of Alameda LAFCo's written request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide written assurances and a written plan to correct observed deficiencies, in the required time, to diligently commence and fully perform such written plan, is a material breach under this Agreement.
18. **KEY PERSONNEL:** Contractor's key personnel assigned to perform services are identified in Exhibit A. Contractor shall obtain Alameda LAFCo approval of any substitution by the Contractor of key personnel.
19. **SUBCONTRACTORS:** Contractor shall identify and obtain Alameda LAFCo approval of all subcontractors. Nothing provided herein shall create any obligation on the part of Alameda LAFCo to pay or to see to the payment by Contractor of any monies to any subcontractor, supplier or vendor, nor create any relationship in contract or otherwise, express or implied between any such subcontractor, supplier or vendor and Alameda LAFCo. Approval by Alameda LAFCo of any subcontractor shall not constitute a waiver of any right of Alameda LAFCo to reject defective work, material or equipment, not in compliance with the requirements of this Agreement.
20. **CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws, and its courts shall have jurisdiction (but not exclusive jurisdiction) to hear and determine all questions relating to this Agreement.
21. **WAIVER:** Any failure of a party to assert any right under this Agreement shall not constitute a waiver or a termination of that right, under this Agreement or any provisions of this Agreement.
22. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire Agreement between Alameda LAFCo and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
23. **TERMINATION:** Alameda LAFCo may terminate this Agreement with or without cause by providing thirty (30) days' notice, in writing, to the Contractor. Upon the expiration of said notice, this Agreement shall become of no further force or effect whatsoever and each of the parties hereto shall be relieved and discharged here from. Alameda LAFCo may terminate at any time without notice upon material breach of the terms of this Agreement and/or in the event that Alameda LAFCo determines that the Contractor's performance is substandard, or

unsatisfactory.

24. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination or expiration of the Agreement, including without limitation, the obligations regarding Hold Harmless/Indemnification (paragraph 2), Confidentiality of Information (paragraph 9), and Conflict of Interest (paragraph 10), shall survive termination or expiration.
25. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:
- **Personal delivery:** When personally delivered to the recipient, notices are effective on delivery.
 - **First Class Mail:** When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.
 - **Certified Mail:** When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.
 - **Overnight Delivery:** When delivered by overnight delivery (Federal Express/United Parcel Service/DHL WorldWide Express/etc.) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.
 - **Telex or facsimile transmission:** When sent by telex or fax to the last telex or fax number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or fax shall be deemed received on the next business day if is received after 5:00 p.m. (recipients time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To LAFCo: Alameda LAFCo
1221 Oak Street, Room 555
Oakland, CA 94612

To Contractor: QK Inc.
601 Pollasky Avenue, Suite 301
Clovis, CA 93612

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

DEFINITION OF SERVICES

1. Contractor shall provide services for the preparation of the municipal services review and sphere of influence updates set on this Exhibit A, consisting of the following

Exhibit A-1 Scope of Work

Exhibit A-2 Proposal

- a. This Exhibit A has been drafted to include the requirements contained in the Request for Proposal [for Countywide Municipal Service Review on water, wastewater, flood control and storm water services in Alameda County], including any addenda, the proposal response of Contractor (Proposal), and additional services that LAFCo obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, the RFP and the Proposal, the more stringent requirements providing LAFCo with the broader scope of services shall have precedence, such that this Exhibit A including all attachments, the scope of work described in the RFP and the scope of work described in Contractor's proposal shall be performed to the greatest extent feasible.
- b. The RFP and Proposal may be relied upon to interpret this Contract and shall be applied in such a manner so that the obligations of the Contractor are to provide LAFCo with the broadest scope of services for the best value.

2. Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

Steve Brandt, Principal-in-Charge
Jerome Keene, Project Manager/Primary
Annalisa Perea, Senior Associate Planner
Jessica Bispels, Assistant Planner
Ken Bonesteel, Senior Project Manager
Jennifer Stephenson
Oxana Wolfson

Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute subcontractors without the express written agreement of LAFCo, which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to LAFCo an individual with greater or equal qualifications as a replacement subject to LAFCo's approval, which approval shall not be unreasonably withheld.

3. The approval of LAFCo to a requested change shall not release Contractor from its obligations under this Agreement.

EXHIBIT A-1

EXHIBIT A-1 – DEFINITION OF SERVICE

QK Inc. will prepare a Municipal Service Review (MSR) for Water, Waste Water, Flood Control and Stormwater Services, along with information and analysis necessary for LAFCo to update the spheres of influence (SOIs) for the subject local agencies covered in the MSR. The MSR will be prepared in accordance with California Government Code §56430 and Alameda LAFCo policies and procedures. In addition to reviewing the relevant public agencies, the scope of work may involve reviewing private service providers or other service providers not subject to LAFCo review to the extent they relate to the overall provision of the municipal services under review. All work products are to be prepared in Word and Excel formats. Consultant will provide LAFCo with electronic copies of the report; one camera-ready copy for publication must be provided if requested.

General Scope-of-Work and Task Outline is proposed as follows:

Task 1 – Initiate Project: This important first step establishes the foundation upon which the subsequent tasks are built, and includes a review of the scope of work, schedule, and deliverables.

Task 2 – Contact Agencies and Collect Data: The cities and special districts will be the sources of considerable data that QK will use to prepare the MSR/SOI Update. QK's data collection process includes the use of a questionnaire, as well as initial and follow-up personal communications.

Task 3 – Conduct Data Analysis: QK will organize and analyze the data that we have collected to address each of the topic areas, or determinations, prescribed in the CKH Act for MSRs and SOI Update.

Task 4 – Solicit Feedback on Data Collect and Analyze Data: QK will submit our preliminary analyses to the agencies for each of them to corroborate the accuracy of our preliminary analyses and establish appropriate thresholds for acceptable levels of service. This accuracy check will focus on MSR issue areas 1, 2, and 3:

1. Growth and population projections for the affected area.
2. The location and characteristics of any disadvantaged unincorporated communities within or contiguous to the sphere of influence.
3. Present and planned capacity of public facilities, adequacy of public services, and infrastructure needs or deficiencies including needs or deficiencies related to sewers, municipal and industrial water, and structural fire protection in any disadvantaged, unincorporated communities within or contiguous to the sphere of influence.

Tasks 5 through 9 – Prepare Administrative Draft, Draft, and Final MSR/SOI Update, Meet with LAFCo staff, and LAFCo Commission: These steps provide for LAFCo staff to first review the thoroughness of the document before it is presented to local agencies, the public and subsequently to the Commission for consideration. We will support LAFCo staff in the public hearing process.

Task 10 – Project Management, Coordination, and Quality Assurance: This task will be applied throughout the scope of work, and involves ongoing communication with LAFCo staff, proactive attention to and resolution of issues, and skillful project management to meet LAFCo's needs.

EXHIBIT B

EXHIBIT B – CONTRACT PAYMENT TERMS

Contracted Service:

1. The Alameda LAFCo will pay Contractor for services provided herein, upon submittal of an invoice and summary report of services performed pursuant to this agreement. All services will be performed at the direction of, and with the prior authorization of, the LAFCo Executive Officer, and conform to the "Project Costs" budget in Exhibit A-2. The parties shall meet and revise the "Project Costs" in advance of Contractor submitting a request for authorization to perform contract work in a manner not in substantial conformity with the "Project Costs" in Exhibit A-2. Invoices will be approved by the Alameda LAFCo Executive Officer. Payments under the terms of this Agreement shall not exceed \$80,000. 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:

Steve Brandt, Principal-in-Charge: \$157/hour
 Jerome Keene, Project Manager/Primary: \$142/hour
 Annalisa Perea, Senior Associate Planner: \$121/hour
 Jessica Bispels, Assistant Planner: \$97/hour
 Ken Bonesteel, Senior Project Manager: \$165/hour
 Jennifer Stephenson, \$150/hr
 Oxana Wolfson, \$150/hr

2. Alameda LAFCo expects Contractor to cover all costs of professional development activities, training, and/or continuing education unless Alameda LAFCo requires such professional development activities, training and/or continuing education of Contractor or Contractor obtains prior written approval from LAFCo to incur the cost of such professional development activities, training and/or continuing education.
3. The term of this Agreement is June 1, 2018 through May 31, 2019.

EXHIBIT C INSURANCE REQUIREMENTS

The Contractor shall be required to maintain at all times during the performance of the Agreement the following insurance coverage:

A. Commercial General Liability Insurance with a limit of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage, including contractual liability, personal injury, products and completed operations.

B. Personal Automobile Liability Insurance for owned, non-owned or hired automobiles with a combined single limit of not less than \$500,000 per occurrence.

C. Workers' Compensation & Employers Liability Insurance

If Contractor does not have any employees, the requirements for evidence of workers' compensation insurance is not necessary. Otherwise:

1. Workers' Compensation - Statutory Limits
2. Employers Liability Insurance - with a limit of not less than \$100,000 per employee.

D. Professional Liability with a limit of \$1,000,000 million per claim, and \$1,000,000 million aggregate.

E. Additional Insured Endorsement - The policy or policies providing insurance as required above, with

the exception of personal automobile liability, professional liability, workers' compensation and employer's liability, shall be endorsed to include the Alameda LAFCo, Alameda County, their directors, officers and employees as Additional Insured's as respects work performed pursuant to or incidental to the Agreement.

F. Evidence of Insurance - Before commencing any operations under the Agreement, the Contractor shall furnish the Alameda LAFCo with a Certificate of Insurance and copies of all applicable endorsements evidencing compliance with the above insurance requirements and that such insurance will not be canceled without thirty (30) days advance written notice.

G. Duration of Insurance Coverage - All required insurance coverages shall be maintained during the entire term of the Agreement. Insurance coverage written on a claims-made basis shall be maintained during the entire term of the Agreement and further until at least 6 month(s) following termination and acceptance of all work under the Agreement, with the retroactive date of said insurance concurrent with the commencement of activities pursuant to this Agreement.

All required insurance shall be placed with insurers with a current A.M. Best's rating of no less than A: VII or equivalent, and with deductible amounts acceptable to the Alameda LAFCo.

STRATEGIC PLANNING WORKSHOP

December 16, 2019
Business Item No. 1b

TO: Alameda Commissioners

FROM: Rachel Jones, Executive Officer

SUBJECT: Memorandum of Understanding |
Alameda LAFCO and Community Development Agency

The Commission will consider approving a Memorandum of Understanding (MOU) between the Alameda Local Agency Formation Commission (LAFCO) and the Community Development Agency (CDA) for interim administrative office space located at 224 West Winton Avenue, Suite 110, in Hayward, until agreement for long-term space is executed.

Information

At the Commission's May 29, 2019 special meeting, the membership approved a MOU agreement between Alameda LAFCO and the County of Alameda that notably included, among other items, Alameda LAFCO's own office space separate from County agencies or departments, but located within County-owned or leased facilities. As part of the agreement, Alameda LAFCO and the CDA shall enter into a MOU to memorialize the location and size of the interim space as a first step, and then LAFCO and the General Services Agency (GSA) shall enter into a license agreement to memorialize the location and size of the long-term space and related changes.

Discussion

The CDA has agreed to sublease the offices located in 224 West Winton Avenue, Suite 110 in Hayward to the Commission starting January 1, 2020. The offices are currently vacant and will be used as interim office space until an agreement for long-term space is executed. Both agencies' staff and counsel have reviewed the proposed MOU. The County of Alameda Board of Supervisors is scheduled to formally take action on the MOU at its scheduled December 17th meeting.

The agreement outlines in consideration for the use of the interim space, Alameda LAFCO will pay the CDA a use fee in an amount of \$2,667 per month or \$32,000 annually. The use fee shall include costs associated with LAFCO's use of the interim space, including building services such as telecommunications, furniture, kitchen and restroom facilities, and building security. The CDA may adjust the fee on an annual basis to reflect increases in County and CDA costs directly and indirectly attributable to the interim space and LAFCO's use of the interim space.

The Commission budgeted \$25,000 for the new interim space in its adopted budget for the current fiscal year along with a \$50,000 contingency to cover any additional costs. Staff will also be meeting with the County's Information Technology Department (ITD) to reduce any related charges for telecommunication services. LAFCO currently pays ITD approximately \$27,000 annually for such services.

The proposed agreement outlines LAFCO's clear direction from its MOU with the County, approved at its May 2019 special meeting, to execute an MOU between the CDA for interim space.

Alternatives for Action

The following alternatives are available to the Commission:

Alternative One (Recommended):

Approve the proposed MOU agreement with the CDA for interim space at 224 West Winton Avenue, Suite 110 in Hayward.

Alternative Two:

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

Recommendation

It is recommended the Commission proceed with Alternative Action One.

Respectfully,



Rachel Jones
Executive Officer

Attachments:

1. Proposed Interim Space MOU Agreement with CDA

cc: Susan S. Muranishi, County Administrator
Sandra Rivera, Community Development Agency
Chris Bazaar, Community Development Agency

MEMORANDUM OF UNDERSTANDING

SPACE-USE FOR ALAMEDA LOCAL AGENCY FORMATION COMMISSION

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

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

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

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

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

NOW, THEREFORE, it is hereby agreed as follows:

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

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

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

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

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

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

ALAMEDA LOCAL AGENCY FORMATION
COMMISSION:

ALAMEDA COUNTY COMMUNITY
DEVELOPMENT AGENCY:

By: _____
Rachel Jones
Executive Officer

By: _____
Chris Bazar
Director

Date _____

Date _____

Approved as to Form

Approved as to Form

By _____
Andrew J. Massey
LAFCo Legal Counsel

DONNA R. ZIEGLER
County Counsel

By _____
Andrea L. Weddle
Chief Assistant County Counsel

STRATEGIC PLANNING WORKSHOP

December 16, 2019
Business Item No. 1c

TO: Alameda Commissioners
FROM: Rachel Jones, Executive Officer
SUBJECT: Executive Officer Performance Review

The Alameda Local Agency Formation Commission (LAFCO) will consider updating its bylaws by approving a proposed policy on performance reviews for the Executive Officer position following the adoption of a Memorandum of Understanding (MOU) at a special meeting held on May 29, 2019 between Alameda LAFCO and the County of Alameda for administrative and support services.

Background

At the Commission's special meeting held on May 29, 2019, the membership amended its MOU with the County that incorporated processes to best reflect LAFCO's current operational needs. As a result of the renegotiated MOU, it provided the LAFCO Commission the opportunity to present comments to the County Administrator in regard to the Executive Officer's performance evaluation.

The MOU agreement states the following:

The LAFCO Commission will be given the opportunity to provide comments to the County Administrator annually for the Executive Officer's performance evaluation and the Commission may provide input or feedback to the County Administrator or her designees, with respect to the performance of the individual in the Executive Officer position at any other time.

Discussion

Staff recommends the Commission follow a framework that outlines a performance review process for the Executive Officer position. The proposed policy draft outlines a structure in which the Commission can provide comments to the County Administrator and in return, the Commission can conduct a performance review with the Executive Officer. The proposed policy may be found in Attachment 1.

The proposed policy draft allows for an annual performance review, a performance review form supplied by the County that each Commissioner shall complete and forward to the Commission Chair, and the opportunity for any commissioner or the Executive Officer to request the use of an outside facilitator. Staff proposes that the first Executive Officer performance review shall be conducted at its

next regular meeting during closed session scheduled for January 12th of next year. The review period is to be considered from June 4, 2018 to June 4, 2019.

The overarching goal of the proposed draft is establishing a context to improve and simplify Alameda LAFCO's operational needs with a consistent review process.

Alternatives for Action

The following alternatives are available to the Commission:

Alternative One (Recommended):

Update Alameda LAFCO's bylaws by approving the draft policy with or without amendments on the executive officer performance review process and commence the first performance review at Alameda LAFCO's next regular meeting scheduled for January 12, 2020.

Alternative Two:

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

Recommendation

It is recommended the Commission proceed with Alternative Action One.

Respectfully,

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

Rachel Jones
Executive Officer

Attachments:

1. Draft Policy on the Executive Officer Performance Review Process



ALAMEDA LOCAL AGENCY FORMATION COMMISSION
1221 OAK STREET, SUITE 555 * OAKLAND, CA 94612
(510) 271-5142 FAX (510) 272-3784
WWW.ACGOV.ORG/LAFCO

By-laws and Budget & Operating Policies

Adopted:	May 2002
Amended/Updated:	November 2003
	January 2008
	November 2008
	September 2009
	November 2012
	May 2014
	March 2015
	July 2016
	November 2017

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1. COMMISSION ORGANIZATION AND ROLE**1.1 Governing Law**

The Alameda Local Agency Formation Commission (LAFCo) is governed by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (CKH), Sections 56000 et seq. of the California Government Code, as amended. In any conflict between the CKH and these bylaws, the CKH shall prevail.

1.2 Guidelines, Policies and Procedures

Alameda LAFCo has adopted guidelines, policies and procedures to assist the Commission with far and consistent implementation of the CKH and to provide information to prospective applicants and the public. In any conflict between the CKH and these guidelines, policies and procedures, the CKH shall prevail.

1.3 Mission

Alameda LAFCo works with integrity to protect the quality of life for the citizens of Alameda County by ensuring that government agencies provide efficient municipal services; balancing infrastructure needs for sustainable growth; and conserving the environment and limited resources including prime agricultural and open space lands.

1.4 Strategic Plan

Alameda LAFCo has adopted a strategic plan that incorporates local circumstances and conditions to guide the Commission in fulfilling its legislative mandate including requirements for service reviews, sphere of influence updates and other mandated functions. The Commission's strategic plan will be reviewed and updated periodically.

1.5 Membership

Alameda LAFCo shall be composed of seven regular members and four alternate members. Selection of members shall be done pursuant to Government Code Section 56325.

1.6 Commissioner Removal

The Commission may recommend to the appointing authority that a member be removed for the following reasons:

- The unexcused absence of that member for three (3) consecutive meetings or more than half of the meetings in any twelve-month period.
- Malfeasance of office or dereliction of duty by that member.

1.7 Role of Commissioners

Although members represent constituents groups, each Commissioner is independent when weighing and reviewing information and when making determinations. Commissioners shall represent the public as a whole and not solely the interests of the appointing authority. Alternate Commissioners are encouraged to take an active role in Alameda LAFCo business including discussions and deliberations on project proposals. Alternate Commissioners may only participate in closed sessions when sitting in and voting for an absent Commissioner.

1.8 Terms

The term of each commissioner shall be four years. The expiration date of each Commissioner's term is the first Monday in May. Commissioners serve until the appointment and qualification of a successor or until removed by the appointing body. A Commissioner is required to vacate their seat if he or she ceases to hold the originating

office. All appointed members may be reappointed to an unlimited number of consecutive terms provided they meet the membership criteria for that body. The Commission Clerk will administer the Oath of Office at the installation of a new member.

1.9 **Officers**

Regular members of the Commission elect a Commission Chair and Vice Chair at the May meeting. The newly elected officers shall assume office at the next Commission meeting. Unless otherwise determined by the Commission, the Chair and Vice Chair will each serve one two-year term, and, commencing November 2008, rotation of Officers shall be as follows: Special District, County, Public, and City. However, if the Chair becomes vacant mid-term, the Vice Chair shall be given the opportunity to serve as Chair for the remainder of the term. If the Vice Chair declines, the vacancy shall be filled for the remainder of the term by election at the next regular meeting following occurrence of the vacancy.

1.10 **Commissioner Compensation**

Commissioners are not employees of LAFCo and receive no salary or employee benefits. Each Commissioner receives a per diem allowance for participation at each regular and special meeting and is reimbursed for reasonable and necessary expenses incurred in performing the duties of their office.

1.11 **LAFCo Funding**

Most Alameda LAFCo expenses are funded by equal contributions from Alameda County, its cities and its special districts. LAFCo also recovers a portion of actual proposal processing costs by charging fees for certain services (See LAFCo Schedule of Fees and Charges).

1.12 **Staffing**

LAFCo shall independently appoint the Executive Officer, staff and legal counsel. LAFCo may contract with Alameda County for the provision of staff, offices, equipment, and supplies as permitted in its budget and policies. The Commission may use other means for acquiring personnel, services and supplies as deemed appropriate by the Commission.

1.13 **CALAFCO**

Alameda LAFCo shall be a member of the California Association of Local Agency Formation Commissions (CALAFCO) and will participate in the State association.

1.14 **Legislation**

The Executive Officer is authorized to submit position letters that do not support unfunded mandates in accordance with the California Association of Local Agency Formation Commissions' (CALAFCO) annual legislative platform upon consultation with the Chair or Vice Chair when time does not allow approval by the Commission at a regular meeting.

1.15 **Public Member Selection Process**

The regular and alternate public members of Alameda LAFCo are selected by the other members of the Commission. At least four affirmative votes are required to appoint the public members, and there must be at least one vote from each of the other appointing authority categories: City, County and Special District.

Unless the Commission gives alternative direction, the following procedure is used to recruit and select public members:

- The Executive Officer or Clerk shall notify the Commission in advance of a public member's term expiration or when such seat becomes vacant.

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- The Commission may consider reappointment of a regular and/or alternate public member no more than twice. Subsequently, the Commission will conduct its regular recruitment process as noted below.
- The Commission Chair will appoint an ad hoc public member selection committee consisting of a City member, County member and Special District member.
- The Clerk will provide notice of a vacancy to the clerk or secretary of the legislative body of each city, special district, and the county; will distribute the notice to local media outlets and place a display ad in one or more newspapers of general circulation; will post the notice at the LAFCo office and on the LAFCo website. The notice shall include a summary of the qualifications for the position as specified in Government Code Section 56331 (e.g., can't be an officer or employee of the county, city, or district).
- Interested persons shall submit a written application form provided by LAFCo staff and return the form to the LAFCo office before the deadline. The deadline for applications shall be at least 21 days following the distribution of notice.
- The Clerk shall make and distribute a roster of all applicants and their applications to the members of the ad hoc committee. A Commissioner who identifies a conflict of interest with any of the applicants must either recuse him/herself or be replaced by another Commissioner from the same appointing category (e.g., a city member replaces a city member).
- The ad hoc committee will evaluate applications, select candidates to interview, and conduct interviews of selected candidates.
- The ad hoc committee will make a recommendation to the full Commission.
- Alternatively, the ad hoc committee may recommend that any or all applicants be interviewed by the full Commission.
- The Commission will make a selection as part of the agenda of the first regularly scheduled meeting following the application deadline.
- If no candidate receives the required votes from the full Commission, then a new recruitment shall be conducted.
- A candidate may withdraw an application before or after the application deadline. If a candidate withdraws an application after the deadline, the candidate shall not be considered for the appointment unless the Commission performs a new recruitment and the person reapplies.
- When a regular public member vacancy occurs, the Commission may alternatively consider appointing the alternate public member to the regular public member seat. If the alternate public member is so appointed, then the Commission will proceed with an alternate public member recruitment process.

2. MEETINGS AND CONDUCT OF BUSINESS

2.1. Regular Meetings

Regular meetings are typically held on the second Thursday of every other month in the Dublin San Ramon Services District Board Room, 7051 Dublin Boulevard, Dublin, California at

2:00 p.m. Meetings are scheduled for January, March, May, July, September and November. Meeting location and date may change depending on the nature of agenda items.

2.2. Special Meetings

A special Commission meeting may be requested by submitting a written request to the Executive Officer indicating the specific reason(s) for such a meeting. The request will be considered at the next regularly scheduled meeting for which adequate notice can be provided. If the request is granted, the applicant is responsible for all costs associated with the conduct of the special meeting. The Chair, Vice Chair acting as Chair, or Commission may call special meetings if deemed necessary.

2.3. Meeting Procedures

Rosenberg's Rules of Order is designated as the general guide for conducting meetings and will be used to resolve points of order. Each agenda item is addressed as follows:

- Chair clearly announces the agenda item number and states the agenda item subject.
- Chair invites the appropriate person or persons to report on the item, including any recommendation that they might have. The appropriate person or persons may be the Chair, a member of the body, a staff person, or a committee chair charged with providing input on the agenda item.
- Chair asks members of the body if they have any technical questions of clarification. At this point, members of the body may ask clarifying questions to the person or persons who reported on the item, and that person or persons should be given time to respond.
- Chair invites public comments, or if appropriate at a formal meeting, should open the public meeting for public input. If numerous members of the public indicate a desire to speak to the subject, the Chair may limit the time of public speakers. At the conclusion of the public comments, the Chair announces that public input has concluded (or the public hearing as the case may be is closed).
- Chair invites a motion and, if made, a second and announces the names of the members of the body who makes and seconds the motion.
- Chair ensures that everyone understands the motion. This is done in one of three ways: (1) The Chair can ask the maker of the motion to repeat it. (2) The Chair can repeat the motion. (3) The Chair can ask the secretary or the clerk of the body to repeat the motion.
- Chair invites discussion of the motion by the body. If there is no desired discussion, or after the discussion has ended, the Chair announces that the body will vote on the motion. If there has been no discussion or very brief discussion, then the vote on the motion should proceed immediately and there is no need to repeat the motion. If there has been substantial discussion, then it is normally best to make sure everyone understands the motion by repeating it.
- Chair takes a vote. Simply asking for the "ayes", and then asking for the "nays" normally does this. If members of the body do not vote, then they "abstain". Unless the rules of the body provide otherwise then a simple majority determines whether the motion passes or is defeated.
- Chair announces the result of the vote and should announce what action (if any) the body has taken. In announcing the result, the Chair should indicate the names of the members of the body, if any, who voted in the minority on the motion. This announcement might take the following form: "The motion passes by a vote of 3-2, with Smith and Jones dissenting. We have passed the motion requiring 10 days notice for all future meetings of this body."

2.4. Meeting Agenda

A written agenda shall be prepared for each meeting which lists the various items being considered including the title, a brief description of the item, the requested action and LAFCo staff's recommendation, if applicable. The agenda will be provided to LAFCo's established

agenda mailing list, including appropriate media, project applicants and proponents, and interested parties requesting notice for a specific hearing.

2.5. **Order of Business**

Commission agendas shall include the following items:

- Call to Order and Pledge of Allegiance
- Roll Call
- Public Comment
- Closed Session (if needed)
- Approval of Minutes
- Consent Items
- Public Hearings
- Administrative Business
- Matters Initiated by the Commission
- Information Items/Announcements
- Adjournment

2.6. **Public Notice**

Public notice of regular and special meetings will be provided in accordance with the provisions of the CKH Act, the Brown Act and the California Environmental Quality Act, as applicable. The Executive Officer may provide public notice, above that required by law, when appropriate.

2.7. **Public Participation**

All citizens are encouraged to attend Commission meetings and state their views during public hearings. Alameda LAFCo shall hear and consider all oral or written testimony presented by any affected agency or any interested person on any agenda item. The Commission Chair may direct the focus of public comment for any given proposal.

2.8. **Public Comment**

An opportunity for public comment on any item not listed on an agenda will be provided at each meeting. Public comments are limited to no more than three minutes. Additional time may be granted at the discretion of the Chair. Only those issues, which are brought up at the public hearing or in written correspondence delivered to the Commissioners at or prior to the hearing, may be raised in any legal challenge to actions taken by the Commission.

2.9. **Written Comments**

Submission of written comments regarding an item on the agenda is encouraged to facilitate thorough and thoughtful consideration of issues. Written comments will be distributed in agenda packets if received prior to packet distribution; for comments received up to 48 hours prior to the meeting, the Executive Officer will copy and distribute such comments at the meeting; for comments submitted less than 48 hours before the meeting, the writer must provide at least 15 copies for distribution, or may directly distribute written comments and materials to the Commission any time prior to the end of the public hearing.

2.10. **Consent Calendar**

Routine proposals and issues that do not require a public hearing may be placed on the Commission's consent calendar. Approval of all items on the consent calendar may be made in one motion. Matters placed on the consent calendar may be removed by any Commissioner, staff person or member of the public in order to allow discussion or postponement.

2.11. Quorum

A quorum is the number of Commissioners that must be present to legally conduct business. Four members of the seven-member commission constitute a quorum.

2.12. Majority Vote

Four affirmative votes, or a majority of the Commission, constitute a majority vote and are required for the adoption of any motion that has been duly made and seconded. On a tie vote, the motion fails.

2.13. Record of Proceedings

The Commission Clerk shall record and prepare minutes of each meeting. The minutes shall record major actions of the Commission at the meeting, but are not intended as a complete transcript of discussions. Upon approval, the minutes with any corrections thereto, shall become the official record of the action of the Commission. Commission proceedings shall be tape recorded and transcripts will be prepared upon request. The cost of transcription will be charged to the person or entity making the request in a manner established by the Executive Officer.

2.14. Staff Reports

Not less than five days prior to the hearing, the Executive Officer shall complete a staff report including his or her recommendations for each item to be heard. Copies, along with the agenda, shall be provided to each member of the Commission and to parties as required by the CKH. Staff reports related to change of organization, reorganization, and out of area service agreement proposals shall include the application questionnaire, a vicinity map; a boundary map showing existing and proposed boundaries along with relevant sphere of influence and other boundaries (e.g., Measure D and urban growth limits) superimposed, as appropriate; environmental documentation; and any related draft LAFCo resolutions.

2.15. Committees

LAFCo may establish committees deemed necessary for the purpose of conducting its proceedings. The Commission chair shall appoint members to the committees.

2.16. Policy and Budget Committee

LAFCo shall have a standing policy and budget committee for the purpose of reviewing and recommending policies, an annual workplan and annual budget to the Commission. The Policy and Budget Committee will meet the second Thursday of the even-numbered months (February, April, June, August, October and December) at 1:00 p.m. at the Dublin San Ramon Services District, 7051 Dublin Boulevard, Dublin, California.

3. CONFLICTS OF INTEREST AND FINANCIAL DISCLOSURE**3.1. Conflict of Interest Code**

Alameda LAFCo shall adopt a conflict of interest code and update as necessary.

3.2. Disqualification

A Commissioner must disqualify herself or himself and not participate in a proceeding involving any proposal if, within the last 12 months, that Commissioner has received \$250 or more in business or campaign contributions from an applicant, an agent of an applicant, or any financially interested person who actively supports or opposes a decision on the matter pursuant to §84308.

If a Commissioner's impartiality with respect to a proposal is questioned by any person appearing before the Commission and that member has not disqualified himself or herself, the

member may be permitted to abstain from participation in the proceedings by unanimous vote of the remaining Commission members. In such an event, the alternate member would be qualified to vote in the place of the regular member. A Commission member or alternate may not be disqualified from voting on any matter pertaining to his or her area or political jurisdiction.

3.3. **Financial Disclosure**

Pursuant to §56700.1, expenditures for political purposes related to an application must be disclosed. All applicants, including individual property owners who are a party to a proceeding, are required to submit a financial disclosure statement as part of any application package. Disclosures must be made in the same manner as disclosures for local initiative measures presented to the electorate.

Any applicant or an agent of an applicant who has made business or campaign contributions totaling \$250 or more to any Commissioner (regular or alternate) in the past twelve months, must disclose that fact for the official record of the Commission §84308(d). The disclosure of any such contribution (including amount of contribution and name of recipient Commissioner(s) must be made: (1) in writing and delivered to the Executive Officer 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.

3.4. **Other Disclosures**

The applicant and any participant in the application, as defined in §84308, shall file with the Executive Officer any disclosure filings required by §56700.1.

4. BUDGET

4.1 **Annual Budget**

LAFCo will adopt an annual budget that identifies the resources available for LAFCo's use under the law and those resources necessary for the purpose of carrying out state law, including requirements for service reviews, sphere of influence updates and other mandated functions.

4.2 **Annual Workplan**

LAFCo will adopt an annual work plan that aligns with the Commission's adopted strategic plan. The work plan will guide the development of the budget.

4.3 **Proposed Budget**

The Commission's Policy and Budget Committee shall meet in January and make recommendations regarding the proposed budget and workplan to the Commission at its regular March meeting each year. The budget shall not be less than the prior year's budget unless the Commission determines that such decreases will not impair its ability to comply with the CKH Act.

4.4 **Comment Period**

Following adoption of the proposed budget, copies shall be transmitted to the county, and cities and independent special districts within the county for comment. The comment period will be at least 30 days.

4.5 **Final Budget**

Final action on the proposed budget will be taken at the commission's regular May meeting. The adopted final budget will be transmitted to all agencies listed in 4.3.

4.6 **Member Agency Apportionment**

Pursuant to §56381, net budget cost shall be borne equally by the county, special districts and cities, and shall be collected by the County Auditor. LAFCo may request loans from the county in the event that budgeted funds are inadequate due to changes in operating needs and requirements. If the county, a city or an independent special district does not remit its required payment within 60 days, the Commission authorizes and directs the Executive Officer to request that the County Auditor collect an equivalent amount from the property tax, or any fee or eligible revenue owed to that county, city or special district pursuant to Government Code §56381(c).

4.7 **Cooperative Intent**

LAFCo cooperates with local agencies as much as possible to accept budget cuts when necessary and when the requested cuts are compatible with the goals and work plan adopted by the Commission. LAFCo shall decline to accept appropriation reduction requests, which are found to be unreasonable or incompatible with adopted policies and goals. Appropriations cannot be reduced without the Commission's prior approval.

4.8 **Budget Administrator**

The LAFCo Executive Officer shall serve as budget administrator to prepare, present, and transmit the budget to other agencies, and to review, execute and maintain the budget. As requested, the Executive Officer may prepare two year planning budgets for the Commission's consideration.

4.9 **Contingency**

The Commission's annual operating budget shall include a contingency amount of \$50,000 to allow for the allocation of funds for fiscal emergencies, unanticipated legal fees, and elimination of operating shortfalls and related negative impacts on LAFCo operations. The Executive Officer shall place a request to use contingency funds on the Commission's next LAFCo agenda for which adequate notice may be given. If time does not allow that to occur, the Executive Officer may allocate contingency funds to cover emergency operating expenses after consulting with the Chair and Vice-Chair. Within 24 hours of such allocations, the Executive Officer shall notify all Commissioners in writing and place a discussion of contingency fund allocation on the next LAFCo agenda for which adequate notice may be given.

4.10 **Use of Fund Balance to Offset Expenditures**

Each year, in conjunction with the County Auditor's Office, the Executive Officer shall identify the amount of fund balance available to be used to offset expenditures in the following fiscal year.

4.11 **Periodic Fiscal Reports**

The Executive Officer will provide periodic financial status reports of the budget to the Commission. The Commission may make adjustments to its budget at any time during the fiscal year, as it deems appropriate.

4.12 **Audit**

Alameda LAFCo shall utilize an independent auditor to prepare annual or biennial financial statements. The audit report, including the firm's opinion, shall be presented to the Commission for formal receipt.

Alameda LAFCo shall select a different independent auditor no less than every five years. The Commission may waive this requirement upon majority vote of the membership at a public meeting.

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5. LAFCO FEES

- 5.1. The Commission shall periodically review fees and adopt a fee schedule for the purpose of recovering the costs of all proceedings taken pursuant to the CKH Act. Recoverable costs may include those necessary to revise the plans and policies that must be adopted before necessary findings or determinations may be adopted (See LAFCo Schedule of Fees and Charges.)
- 5.2. The schedule of fees shall not exceed the estimated reasonable cost of providing the service for which the fee is charged.
- 5.3. Proposals that include requests for minor administrative or corrective actions shall be "De Minimis" for application processing and fee collection purposes if staff determines that the project:
 - Is consistent with §56668, factors to be considered, and LAFCo policies and procedures;
 - Will not cause significant adverse impacts upon any agency or individual; does not involve any new extension of service;
 - Is proceeding with the consent of all affected landowners; and
 - Is defined as ministerial under, or qualifies for an Exemption from, the requirements of the California Environmental Quality Act.
- 5.4. De Minimis projects may be approved without notice or public hearing.
- 5.5. Applications submitted to LAFCo shall be accompanied by a non-refundable initial fee as detailed in the LAFCo Schedule of Fees and Charges. The Executive Officer may stop work on any proposal until the applicant submits a requested deposit. No application shall be deemed filed until required fees are deposited.
- 5.6. Applicants are responsible for any fees or charges incurred by LAFCo or required by other agencies in the course of processing an application.
- 5.7. Initial fees include a fixed number of staff hours (including Executive Officer, legal counsel, planning and support) as detailed in the fee schedule. Additional LAFCo staff time (in excess of initial fee) shall be charged at actual cost.
- 5.8. Applicants are responsible for any extraordinary administrative costs as determined by the Executive Officer and detailed for the applicant in a written statement.
- 5.9. Additional LAFCo staff time and administrative costs shall not be charged for city annexation applications that are comprised solely of one, entire unincorporated island.
- 5.10. If the Executive Officer estimates that a proposal will require more than the fixed number of staff hours covered by the initial fee to complete, she/he shall provide a written statement to that effect to the applicant and request a deposit in an amount sufficient to cover anticipated costs. If this or any subsequent deposit proves insufficient, the Executive Officer shall provide an accounting of expenditures and request a deposit of additional funds.

- 5.11. If the processing of an application requires that LAFCo contract with another agency or with a private firm or individual for services that are beyond the normal scope of LAFCo staff work (e.g., drafting an Environmental Impact Report or Comprehensive Fiscal Analysis), the applicant shall be responsible for all costs associated with that contract. The applicant will provide LAFCo with deposits sufficient to cover the cost of the contract.
- 5.12. Written appeal of fees and/or deposits, specifying the reason for the appeal, may be submitted to LAFCo prior to the submission of an application or prior to the submission of a deposit requested by the Executive Officer. The appeal will be considered at the next regular meeting of the Commission.
- 5.13. The Commission may waive a fee if it finds that payment is detrimental to the public interest pursuant to §56383(d).
- 5.14. Upon completion of a project, the Executive Officer shall issue to the applicant a statement detailing all expenditures in excess of the deposit, or credits if warranted. Excess funds shall be refunded to the applicant as appropriate.
- 5.15. If an application is withdrawn, LAFCo will refund 50% of the submitted fee, or a sum equal to the original fee minus processing costs to date, whichever ensures that LAFCo recovers its actual costs. Petition checking fees will not be refunded.
- 5.16. No refunds will be provided after a public hearing has been scheduled and LAFCo's scheduling procedure has been concluded.
- 5.17. As a condition of approval for any action, the Commission may impose a condition which requires, in the event of legal challenges, that the applicant assume the full legal defense costs because they are a liability incurred by LAFCo after, and as a result of, project approval (§56886(f), §56383, §57302).
- 5.18. The Commission may include, within its resolution of approval, a condition that requires the applicant to defend, indemnify, and hold the Commission harmless, in the event that legal action is taken against LAFCo as a direct result of a project's approval.

6. OPERATIONS

6.1 Executive Officer

The LAFCo Executive Officer conducts and performs the day-to-day business of the Commission and is responsible for providing managerial, analytical and administrative support to the Commission so it can fulfill its duties. The Executive Officer implements the policies and directives established by the Commission; acts as liaison between the Commission, the general public, CALAFCO and other public and private entities; and supervises any LAFCo employees and consultants retained by the Commission.

6.2 Executive Officer Performance Review

The Cortese-Knox-Hertzberg Local Government Reorganization Act declares the Commission should function independent of any local agency, and the policy of the Commission is that, pursuant to Government Code Section 56384, it shall appoint an Executive Officer. The Executive Officer shall be subject to regular performance review by the Commission. With respect to this performance review, the policy of the Commission is:

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1. The performance review shall occur annually.

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2. The process for these performance reviews shall be:

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a) At least three weeks prior to the meeting at which the review is to take place, the Executive Officer shall send to each Commissioner a letter of self-evaluation and a performance review form.

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b) At least one week prior to the review, each Commissioner shall send a completed form to the Commission Chair.

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c) The Chair shall tabulate and summarize the forms and present this information to the County Administrator / Community Development Director. The County Administrator / Community Development Director will complete his or her own performance review form. This information will subsequently be presented to the Executive Officer during the performance review conducted by the County Administrator / Community Development Director or his or her designee.

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3. Any Commissioner or the Executive Officer may request the use of an outside facilitator. The Chair shall appoint the facilitator in consultation with the Executive Officer. Should the cost of the facilitator's services exceed the Executive Officer delegated purchasing authority, the cost will be subject to a vote of the Commission at either a regular or special meeting and the facilitator may or may not commence services until budget authority has been obtained.

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6.3 **Small Contract Authority**

The Executive Officer is authorized to negotiate contracts up to \$5,000 on behalf of the Commission within the authority conferred by the adopted budget. The Executive Officer shall obtain concurrence of the Chair and consult with the LAFCo legal counsel prior to entering into any contract outside the usual course of Commission business, including contracts for legal, consulting or other professional services. Staff shall promptly notify the members of the Commission regarding contracts made on the Commission's behalf.

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6.4 **Records Retention**

As used in this policy, the term "record" (or "record of proceedings") is defined to mean documents that show decisions or actions taken by the Commission in fulfillment of its statutory responsibilities.

Except as otherwise provided herein, and subject to the conditions contained in this policy, all original records and documents maintained by LAFCo will be retained for a period of five (5) years. A true copy of all documents shall be kept in a safe and separate place for security purposes.

Records maintained by the Commission include, but are not limited to the following:

- Records of proceedings (examples include the LAFCo application, petition or other initiating documents; statement of property valuation; statement of tax rate area assignment; indemnification and agreements to pay; Certificates of Filing and

Completion; copies of public hearing notice; environmental review documents prepared for purposes of complying with the California Environmental Quality Act ("CEQA"); plan for service; map and legal description; staff reports; impartial analysis; order for change of organization/reorganization; documentation of election and results; Statement of Boundary Change; State Board of Equalization acknowledgement letter; LAFCo meeting minutes; Municipal Service Reviews)

- Administrative/Financial documents (budgets, accounts payable, accounts receivable, audits, invoices, ledgers, registers, Commissioner reimbursements, Commissioner policies and procedures, agreements, contracts, leases, purchase orders, requisitions, recruitment/selection/resumes, claims)
- Original statements of economic interest (Form 700) which will be retained for a period of seven (7) years.

At the conclusion of the applicable required retention period, the Executive Officer is authorized to destroy records as needed, provided that a photographic or electronic copy of the original record is first made and preserved in the manner specified in Government Code section 56382. The reproductions must be made as accessible for public reference as the original records were.

6.5 **Purchasing**

Alameda LAFCo generally follows the purchasing policies of Alameda County as applicable to operations of the Commission. If there are any conflicts between Alameda County's and LAFCo's policies and procedures, the policies and procedures of the LAFCo shall prevail. The Commission Clerk shall initiate transactions such as purchase orders and payment of invoices and claims. The Executive Officer shall review all claims and invoices received by LAFCo and may authorize payment, as appropriate, within the framework and limitations of the budget as adopted by the Commission. The Commission Clerk and Executive Officer shall maintain and reconcile records of all financial transactions. The primary objectives for accounts payable and cash disbursements are to ensure disbursements are properly authorized, invoices are processed in a timely manner, and invoice charges do not exceed the purchase order or contract amount. Credit card purchases shall be made in accordance with the Alameda County Procurement Card program policies and procedures.

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What Needs Were Addressed?

- ❖ Post World War II population and housing boom in California
- ❖ Street car suburbs; scramble to finance and extend services
- ❖ City annexation "wars;" proliferation of limited purpose special districts
- ❖ Confusion with multiple local governments



Legislative Solution

(1960 to 1963)

- ❖ No state commission or statewide agency
- ❖ Local control; no state appointments
- ❖ A LAFCo in every county
- ❖ Each LAFCo independent



Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000

1. Spheres of Influence
2. Municipal Service Reviews
3. LAFCo Independence
4. Affordable housing, disadvantaged communities, RTP, JPAs



A Purpose

1. Promote orderly growth
2. Prevent sprawl
3. Preserve agriculture and open space
4. Assure efficient, sustainable public services



Responsibilities

- ❖ Create new cities and special districts
- ❖ Change boundaries
- ❖ Change authorized services
- ❖ Reorganize local agencies
- ❖ Authorize service extensions
- ❖ Perform municipal service reviews
- ❖ Manage spheres of influence



LAFCo Composition

Commissions a Unique Mix

- ❖ 2 county supervisors, 2 city council members, 1 public member
- ❖ 30 LAFCos also have 2 special district members
- ❖ Alternate member in each category
- ❖ All members required by law *to represent the interests of the entire public*



A Planning Agency

- ❖ Develop and update **Spheres of Influence** for cities and districts
- ❖ Prepare **Municipal Service Reviews** of all local agencies
- ❖ Work cooperatively with public and private interests on growth, preservation and service delivery



A Regulatory Agency

- ❖ Manage **modification** of existing agencies and creation of new ones
- ❖ Approve **boundary changes** if consistent with spheres
- ❖ Control **extension** of public services
- ❖ Prohibited from directly regulating how land is used, **but ...**



Spheres of Influence

§56425

"... commission shall develop and determine the sphere of influence of each local governmental agency within the county and enact policies designed to promote the logical and orderly development of areas within the sphere."



Spheres of Influence

§56425

In determining the SOI the commission considers:

1. Present and planned land uses, including agriculture and open-space
2. Present and probable need for public facilities and services
3. Present capacity of public facilities and adequacy of public services
4. Existence of any social or economic communities of interest



Spheres of Influence

§56425

*"The commission **may recommend governmental reorganizations** to particular agencies in the county, using the spheres of influence as the basis for those recommendations."*



Municipal Service Reviews

§56430

*"In order to prepare and to update spheres of influence ... commission shall conduct a **service review of the municipal services** provided in the county or other appropriate area designated by the commission."*



Service Reviews Can Be Illuminating

- ❖ Growth projections
- ❖ Present and planned capacity
- ❖ Financial ability of agency
- ❖ Shared facilities
- ❖ Accountability
- ❖ Other matters



Service Reviews Add Value

- ❖ MSRs inform LAFCo and Agency decisions
 - ◆ Orderly growth: agencies and territory
 - ◆ Future boundary changes
 - ◆ Service delivery options
 - ◆ Regional Transportation Plans
- ❖ Local policies drive type, content and methodology
- ❖ Requires sphere reviews every five years
 - ◆ Leaves “as necessary” to local policy



LAFCo Authority

- ❖ Informal Authority
 - ◆ Influence: studies, MSR recommendations, resources, education, brokering conversations
 - ◆ Shadow of the future
- ❖ Formal Authority
 - ◆ Approval/denial of applications
 - ◆ Terms and Conditions
 - ◆ Filing with Board of Equalization



Terms and Conditions

❖ Ability to Enforce

- ♦ LAFCo: Filing, future applications
- ♦ Other Governments: County permits, Transportation agency, other agencies
- ♦ Private enforcement

❖ No Land Use Authority

"None of the following terms and conditions shall directly regulate land use, property development or subdivision requirements"



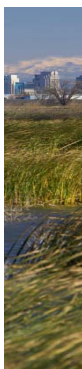
LAFCo Is Independent

- ❖ Commissioners make final decisions
- ❖ Adopt local policies
- ❖ Decisions cannot be appealed to other bodies
- ❖ Executive Officer accountable to Commission and statutes
- ❖ Authority as an independent public agency



Courts Support Authority

- ❖ *"Engaged in the pursuit of an overriding State purpose"*
- ❖ Is quasi-legislative; limited legal challenge to decisions
 - ♦ Determinations vs. findings
- ❖ Legislature's *"watch dog"* on local governments



The Cortese-Knox-Hertzberg Government Reorganization Act of 2000

Legislative Findings and Declarations

56001. The Legislature finds and declares that it is the **policy of the state to encourage orderly growth and development** which are essential to the social, fiscal, and economic well-being of the state.

The Legislature recognizes that the logical formation and determination of local agency boundaries is an important factor in **promoting orderly development and in balancing that development with sometimes competing state interests of discouraging urban sprawl, preserving open-space and prime agricultural lands, and efficiently extending government services.**

The Legislature also recognizes that providing housing for persons and families of all incomes is an important factor in promoting orderly development.

Therefore, the Legislature further finds and declares that this policy should be effected by the logical formation and modification of the boundaries of local agencies, with a preference granted to accommodating additional growth within, or through the expansion of, the boundaries of those local agencies which can best accommodate and provide necessary governmental services and housing for persons and families of all incomes in the most efficient manner feasible.

The Legislature recognizes that urban population densities and intensive residential, commercial, and industrial development necessitate a broad spectrum and high level of community services and controls. The Legislature also recognizes that when areas become urbanized to the extent that they need the full range of community services, priorities are required to be established regarding the type and levels of services that the residents of an urban community need and desire; that community service priorities be established by weighing the total community service needs against the total financial resources available for securing community services; and that those community service priorities are required to reflect local circumstances, conditions, and limited financial resources.

The Legislature finds and declares that a single multipurpose governmental agency is accountable for community service needs and

financial resources and, therefore, may be the best mechanism for establishing community service priorities especially in urban areas.

Nonetheless, the Legislature recognizes the critical role of many limited purpose agencies, especially in rural communities. The Legislature also finds that, whether governmental services are proposed to be provided by a single-purpose agency, several agencies, or a multipurpose agency, responsibility should be given to the agency or agencies that can best provide government services.

56301. Among the **purposes of a commission** are **discouraging urban sprawl, preserving open-space and prime agricultural lands, encouraging the efficient provision of government services, and encouraging the orderly formation and development of local agencies based upon local conditions and circumstances.** One of the objects of the commission is to make studies and to obtain and furnish information which will contribute to the logical and reasonable development of local agencies in each county and to shape the development of local agencies so as to advantageously provide for the present and future needs of each county and its communities.

When the formation of a new government entity is proposed, a commission shall make a determination as to whether existing agencies can feasibly provide the needed service or services in a more efficient and accountable manner. If a new single-purpose agency is deemed necessary, the commission shall consider reorganization with other single-purpose agencies that provide related services.

56325.1. While serving on the commission, all commission members shall exercise their **independent judgment** on behalf of the interests of residents, property owners, and the public as a whole in furthering the purposes of this division. Any **member appointed on behalf of local governments shall represent the interests of the public as a whole and not solely the interests of the appointing authority.** This section does not require the abstention of any member on any matter, nor does it create a right of action in any person.



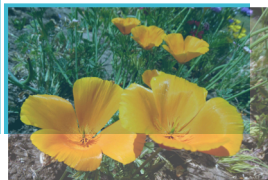
Alameda Local Agency Formation Commission

Strategic Planning Workshop

December 16, 2019

1

CALL
WORKSHOP
TO ORDER



- Roll Call
- Pledge of Allegiance
- Public Comment

2

BUSINESS ITEMS

- a. Contract Extension with OK Associates
- b. MOU with LAFCO and CDA
- c. Executive Officer Performance Review



3

LAFCO 101 Presentation

Bill Chiat

4



Mission Statement

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

5

The Year in Review – Discussion of Organizational Goals and Accomplishments

Strategic Plan of 2018-2022

1. Island Annexations
2. Water
3. Population Growth
4. Agriculture and Open Space Preservation
5. Climate Change Adaptation
6. LAFCO Operational Improvements
7. Unincorporated Communities

Work Plan – Statutory and Administrative Duties

Study Schedule – MSRs

A complex network diagram consisting of numerous small, multi-colored dots (red, blue, green, yellow, purple, grey) connected by thin, grey lines. The dots are scattered across the right side of the slide, with a higher concentration in the center-right area, creating a web-like structure.

6

1. Island Annexations - There are two types of islands: unincorporated islands and unserved islands. Unincorporated islands are pockets of County territory that are surrounded by or adjacent to cities. The residents in these islands typically receive their services from the County. If these island areas meet certain criteria identified in Government Code Section 56375.3, they may qualify for expedited annexation processing procedures. There may be other unincorporated areas within the County that do not meet that criteria but warrant additional study. The boundaries of special districts may include pockets of unserved territory that can be referred to as unserved islands. These types of islands do not qualify for an expedited annexation process. The development and adoption of local policies to incentivize all types of island annexations may lead to more efficient service provision.

Objectives	Key Action Steps	Timeframe
A. Eliminate islands by encouraging municipal annexation of unincorporated islands and district annexation of unserved islands.	<ol style="list-style-type: none"> 1. Review existing island annexation policies and identify potential changes. 2. Present draft policy recommendations to the Policy and Budget Committee. 3. Present draft Policy and Budget Committee recommendations to the full Commission for consideration. 4. Identify and update list of island areas and map the islands based on revised island annexation policies. 5. Communicate directly with affected agencies to inform them of revised policies and encourage each agency to identify steps needed to annex the islands within their jurisdictional boundaries and provide that information to LAFCo. 	2019
B. Serve as a resource to the public and to local agencies to support orderly growth and logical, sustainable service provision.	<ol style="list-style-type: none"> 1. Disseminate revised island annexation policies to all member agencies and key stakeholders, and post updated policies on Alameda LAFCo website. 2. Work with affected local agencies and communities to address identified barriers and facilitate community meetings to annexation. 	2019

7. Comprehensive Study of Unincorporated Areas Focusing on Disadvantaged Unincorporated Communities - Alameda County has 14 municipalities and six developed unincorporated communities. Beginning in 2012, state law was enacted requiring LAFCOs, cities, and counties to plan for municipal service delivery to disadvantaged unincorporated communities (DUCs). A DUC is defined as an area of inhabited territory located within an unincorporated area of a County in which the annual median household income is less than 80 percent of the statewide median household income. The law requires LAFCo to identify and make specified determinations about DUCs. LAFCo does not establish spheres of influence for unincorporated communities, but Alameda LAFCo has determined the need for a more in-depth look at the municipal services provided in the six developed unincorporated communities with a focus on DUCs.

Key Objective	Key Action Steps	Timeframe
A. Conduct a service review of the unincorporated areas of Alameda County focusing on disadvantaged unincorporated communities.	<ol style="list-style-type: none"> 1. Engage stakeholders to identify the most pressing local conditions and circumstances that influence the provision of municipal services in the unincorporated areas of Alameda County. 2. Consider the need to develop policies and standards regarding DUCs. 3. Develop and implement special study of the unincorporated areas including any identified DUCs. 4. As appropriate, identify terms and conditions to apply as part of the SOI update process to improve the provision of municipal services within DUCs. 5. Follow up as needed with local agencies where terms and conditions have been imposed to monitor agency progress. 6. Disseminate results of study to key stakeholders and post updates on Alameda LAFCo website. 	2019

2. Water Supply and Availability Including Recycled Water - Water supply and availability is a perennially critical issue throughout California. LAFCo considers the availability of water supplies as one of the 16 factors analyzed as part of reorganization proposals (e.g., annexations). Additionally, LAFCo conducts municipal services reviews which include the study of water supply and availability across the County including recycled water. Alameda LAFCo seeks to promote sustainable, adequate and reliable water sources to support existing and future development, as well as agricultural land uses.

Objective	Key Action Steps	Timeframe
A. Promote the sustainability of adequate and reliable water supplies, including the use of recycled water, to support existing and future development and agricultural land uses.	<ol style="list-style-type: none"> 1. Develop policies and standards to address the sustainability of adequate and reliable water supplies, including the use of recycled water. 2. Incorporate standards into municipal services reviews (MSRs) and sphere of influence (SOI) updates. 3. Complete MSR of water, waste water, flood control, and storm water services in Alameda County and update SOIs as necessary. 4. As appropriate, identify terms and conditions to apply as part of the SOI update process to promote adequate and reliable water supplies including the use of recycled water. 5. Follow up as needed with local agencies where terms and conditions have been imposed to monitor agency progress. 6. Convene local agencies, regulatory agencies (e.g., the State Regional Water Quality Control Board), the Dublin San Ramon Services District – East Bay Municipal Utility District Recycled Water Authority (DERWA), and other relevant stakeholders to facilitate conversations about regional water and wastewater coordination opportunities. 	2018

3. Accommodate Population Growth While Maintaining Quality of Life - The State Legislature granted LAFCOs the authority to regulate boundaries and establish spheres of influence (SOIs) for cities and special districts that provide municipal services. SOIs are LAFCo-adopted planning areas that show where a local agency's physical boundary and service area should be. In conjunction with the update of SOIs, LAFCo conducts municipal services reviews (MSRs). A MSR evaluates the capability of an agency to serve its existing residents and future development within its SOI and must include specific written determinations including, but not limited to, the level and adequacy of services, financial ability of agencies to provide services, and accountability of local governmental agencies. Through these mechanisms, LAFCo assumes both planning and regulatory roles in accommodating population growth and maintaining the quality of life for Alameda County residents.		
Objectives	Key Action Steps	Timeframe
A. Encourage orderly growth and development through the logical and efficient provision of municipal services by local agencies best suited to feasibly provide necessary governmental services and housing for persons and families of all incomes.	<ol style="list-style-type: none"> 1. Implement LAFCo's regulatory functions by processing governmental service reorganization proposals and out-of-area service agreement applications. 2. Implement LAFCo's planning functions by periodically updating the SOIs of local governmental agencies and conducting MSRs. 3. Update LAFCo's policies and procedures to improve usability and reflect local conditions and circumstances. 4. Serve as a resource to the public and to local agencies to support orderly growth and logical, sustainable service provision. 5. Participate in regional planning efforts including the update of Plan Bay Area. 	2018, 2019, 2020
B. Be proactive and act as a catalyst for change as a way to contribute to making Alameda County a great place to live and work.	<ol style="list-style-type: none"> 1. Maintain relationships with member agencies and other identified stakeholders to stay abreast of major service issues and proposed changes of organization (e.g., California Special Districts Association, Mayors' Conference, local agency planning staff, other boards and councils). 2. Communicate Alameda LAFCo's mission and goals to the community. 3. Identify strategies to achieve shared objectives. 4. Participate in the California Association of Local Agency Formation Commissions (CALAFCO) statewide efforts to enhance and clarify LAFCo authority and powers to perform its state-mandated responsibilities. 	2018, 2019, 2020
C. Strengthen local agency oversight.	<ol style="list-style-type: none"> 1. Identify and adopt accountability and transparency standards for local agencies including Alameda LAFCo (e.g. Special District Leadership Foundation). 2. Identify and adopt financial stress test standards for local agencies (e.g., League of Cities Municipal Financial Health Diagnostic Tool). 3. Incorporate standards into MSR and SOI update processes. 4. As appropriate, identify terms and conditions to apply as part of the SOI update process to strengthen local agency accountability and transparency, and financial ability to provide services. 5. Follow up as needed with local agencies where terms and conditions have been imposed to monitor agency progress. 	2018

4. Agriculture and Open Space Preservation and Urban Growth Boundaries - The State Legislature specifies LAFCo's purposes to be, among others, "discouraging urban sprawl, [and] preserving open space and prime agricultural lands...based upon local conditions and circumstances." Voter-approved urban growth boundaries have been adopted by Alameda County, as well as the cities of Dublin, Livermore, and Pleasanton. LAFCo has decided to strengthen its policies in relation to preserving agriculture and open space. Additionally, LAFCo will determine the need to adopt policies regarding the application of voter-approved urban growth boundaries to matters before it.		
Key Objectives	Key Action Steps	Timeframe
A. Support the viability of agriculture in Alameda County	<ol style="list-style-type: none"> 1. Review existing agricultural, in-fill, out-of-area service agreement, and sphere of influence policies. 2. Work with stakeholders to identify issues under LAFCo jurisdiction related to the economic viability of agriculture. 3. Establish set of standards and revised policies based on best practices and local conditions. 4. Disseminate information to key stakeholders and post updates on Alameda LAFCo website. 5. Utilize policies to impose conditions on reorganization proposals, sphere of influence updates, and out-of-area service agreement applications to support the viability of agricultural land uses. 	2019
B. Mitigate for loss of agricultural and open space lands.	<ol style="list-style-type: none"> 1. Establish a set of standards and policies based on best practices and local conditions. 2. Present recommendations to Policy and Budget Committee. 3. Present Policy and Budget Committee recommendations to full Commission. 4. Disseminate information to key stakeholders and post updates on Alameda LAFCo website. 5. Utilize policies to impose conditions on reorganization proposals, sphere of influence updates, and out-of-area service agreement applications to support the viability of agricultural land uses. 	2020
C. Determine the need for local policies regarding the application of adopted urban growth boundaries to LAFCo decision making.	<ol style="list-style-type: none"> 1. Collect and review information and maps regarding all adopted urban growth boundaries in Alameda County, as well as best practices from other LAFCos. 2. Present information to Policy and Budget Committee to discuss whether a local policy regarding urban growth boundaries is warranted. 3. Based on Policy and Budget Committee recommendation, determine need to develop draft policies and present to full Commission for consideration. 	2020

5. Climate Change Adaptation - Current and future climate change impacts are of concern in Alameda County. Such impacts may include rising sea levels, flooding, wildfire, extreme heat episodes and drought. An increase in the frequency and severity of extreme events related to these impacts is expected. LAFCo will determine the need for policies regarding climate change adaptation and local agencies' plans to prepare for these challenges.

Key Objectives	Key Action Steps	Timeframe
A. Promote the recognition of climate change adaptation needs.	<ol style="list-style-type: none"> 1. Work with stakeholders to identify the impacts of climate change that local agencies and communities face now and into the future (e.g. infrastructure subject to the effects of climate change, increased fire risks at the wildland-urban interface). 2. Facilitate climate adaptation information sharing among local agencies and discussions around long-term needs for adaptation in land use plans, capital infrastructure plans, master plans and other relevant documents. 3. Document County-wide climate change adaptation needs and plans to maximize resources and benefits. 	2020
B. Determine the need for local policies regarding climate change adaptation.	<ol style="list-style-type: none"> 1. Review documentation regarding local circumstances and conditions affecting climate change adaptation. 2. Present information to Policy and Budget Committee and discuss whether local policies regarding climate change adaptation are warranted. 3. Based on Policy and Budget Committee recommendation, develop draft policies and present to full Commission for consideration. 	2020

6. LAFCo Independence and Other Operational Improvements - The State Legislature recognized LAFCo's independence as vital to ensuring that LAFCo decisions are credible to the public when it enacted changes as part of the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (CKH). Among other provisions, CKH authorizes LAFCos to adopt written policies and procedures, incur expenses to accomplish its functions, and to employ staff or contract for professional services to carry out the functions of the Commission. CKH further specifies that LAFCo shall appoint its executive officer and legal counsel. Alameda LAFCo currently obtains its staffing and other services via memorandum of understanding with Alameda County. It has been over 15 years since the CKH was enacted. A study of the costs and benefits of various operational models is warranted.

Key Objectives	Key Action Steps	Timeframe
A. Improve efficiency and effectiveness of Commission operations.	<ol style="list-style-type: none"> 1. Complete a study of various operational options ranging from status quo to full independence that includes general implementation timelines, range of costs, and other implementation factors. 2. Present study results to Policy and Budget Committee. 3. Present Policy and Budget Committee recommendations to full Commission. 4. Implement recommendations adopted by Commission. 	2018
B. Update the Alameda LAFCo website to be more functional for members of the public and local agencies.	<ol style="list-style-type: none"> 1. Conduct request-for-proposal process to obtain website design services. 2. Present proposed changes to Commission for review and comment. 3. Implement update. 4. Maintain website with updated information as needed. 	2018

Alameda Local Agency Formation Commission

Political Subdivision of the State of California

2019-2024

Study Schedule

Adopted March 14, 2019

The Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (“CKH”) requires Local Agency Formation Commissions (LAFCOs) to review and update spheres of influence for all cities and special districts by January 1, 2008 and every five years thereafter. CKH specifies LAFCOs inform their sphere of influence updates by preparing comprehensive evaluations – municipal service reviews – to determine the availability and adequacy of local governmental services relative to current and future community needs. The collective purpose of these studies is to make LAFCOs more proactive in independently overseeing logical formation and development of local government agencies and their services with increasingly emphasis on promoting accountability and efficiency.

Objective:

This study schedule is intended to serve as a guide to Alameda LAFCO in fulfilling its statutory directives to prepare municipal service reviews and sphere of influence updates during the legislative cycle covering the 2019-2024 period. The study schedule has been prepared in consultation with affected agencies and input from the general public and reflects the Commission’s interests and priorities over the referenced period. The Commission will regularly review and amend, as needed, the study schedule to help track progress as well as adjust to changes in priorities and resources.

Study Schedule:

FY2018 -2019

Comprehensive Water and Wastewater Study

Service Specific

- | | | |
|--|----------------------|-----------------------|
| - East Bay Municipal Utility District | - City of Alameda | - City of Oakland |
| - AC Water District | - City of Berkeley | - City of Piedmont |
| - AC Flood Control & Water Conservation District | - City of Dublin | - City of Pleasanton |
| - Castro Valley Sanitary District | - City of Emeryville | - City of San Leandro |
| - Dublin San Ramon Services District | - City of Fremont | - City of Union City |
| - Livermore Amador Valley Sewer CSA | - City of Hayward | |
| - Oro Loma Sanitary District | - City of Livermore | |
| - Union Sanitary District | - City of Newark | |
| - Zone 7 Water Agency | | |
| - Five Canyons CSA | | |

FY2019-2020

Comprehensive Fire Protection and Emergency Medical Services Study

Service Specific

- | | |
|-------------------------------------|--------------|
| - Alameda County Fire Department | - All Cities |
| - Emergency Medical Services CSA | |
| - Fairview Fire Protection District | |
| - East Bay Regional Parks District | |

FY2020-2021**Community Services Study II**

Service Specific (*Street Maintenance and Lighting Services, Parks and Recreation Services, Library Services, Broadband, Mosquito & Vector Abatement Services, and Lead Abatement Services*)

- Alameda County Mosquito Abatement District
 - East Bay Regional Parks District
 - Hayward Area Recreation and Park District
 - Livermore Area Recreation and Park District
 - Alameda County Library District
 - Castro Valley Library CSA
 - Dublin Library CSA
 - Castle Homes CSA
 - Castlewood CSA
 - Estuary Bridges CSA
 - Five Canyons CSA
 - MORVA CSA
 - Street Lighting CSA
 - Vector Control Services CSA
 - Lead Abatement CSA
- All Cities

Resource Conservation Study

Service Specific

- Alameda County Resource Conservation District

FY2021-2022**Countywide Police Services Study**

Services Specific

- Alameda County Extended Police Protection CSA
- All Cities

FY2022-2023**Comprehensive Tri-Valley Area Study**

Region Specific

- | | |
|-------------------------------|----------------------|
| - Public Safety Districts | - City of Dublin |
| - Utility Districts | - City of Pleasanton |
| - Community Services District | - City of Livermore |
| - Multipurpose Agencies | |

FY2023-2024**Health Care Services Study**

Services Specific

- City of Alameda Health Care District
- Eden Township Health Care District
- Washington Township Healthcare District
- Multipurpose Agencies

Priority	Urgency	Type	Status	Project	Key Issues	Status
1	High	Administrative	Rollover	MOU Update with County of Alameda	Update existing MOU with the County of Alameda to reflect current agency relationships/needs	C
2	High	Statutory	Rollover	General MSR on Water, Wastewater, and Stormwater Services	First Service Specific MSR since 2006 Address Infrastructure Needs and Efficiencies and Sustainability	U
3	High	Administrative	New	Staff Recruitment, Placement and Training	Recruitment and Training of LAFCO Commission Clerk and Analyst	P
4	Moderate	Administrative	New	2017-2018 Audit	Verify Fund Balance; First Audit in Ten Years	C
5	Moderate	Statutory	New	Dissolutions of Inactive Special Districts	Implement Regulatory Functions; SB 448	C
6	Moderate	Statutory	New	Special District Member Elections	Conduct Special District Member Elections to Ensure LAFCO Representation	C
7	Moderate	Statutory	New	Study Schedule Update	Improve Efficiency and Effectiveness of Commission Operations and Transparency	C
8	Moderate	Statutory	New	General MSR on Fire Protection and Emergency Services	Second MSR on Fire and Emergency Services since 2006 Address Shared Opportunities	U
9	Moderate	Statutory	Rollover	Sphere Update for City of Pleasanton	Implement Planning Functions; Update SOIs of Local Government Agencies; Cities MSR	P
10	Moderate	Statutory	Rollover	Informational Report on Disadvantaged Unincorporated Communities	Develop and Implement Special Study of Unincorporated Areas focusing on DUCs; Consider Policies	U
11	Moderate	Administrative	New	Prepare Informational Report on JPAs	Post Enactment of SB 1266; Enhance Repository on Local Government Services	P
12	Moderate	Administrative	New	LAFCO Presentations	Introductory Overview of LAFCO's Duties and Responsibilities to Boards, Councils, Community Groups	U
13	Moderate	Administrative	New	Update Application Packet	Current Application Dated; Make User Friendly	P
14	Moderate	Administrative	Rollover	Prepare Informational Report on Unincorporated Islands	Map all Unincorporated Islands and Examine Island Annexation Implementation Issues in Alameda County	P
15	Moderate	Statutory	New	Alameda County Resource Conservation MSR	Last MSR conducted in 2013; Open space land preservation	P
16	Moderate	Administrative	Rollover	Informational Report on Fairview Fire Protection District	Status Report on District Activities	U
17	Low	Administrative	New	Policy Review on Agricultural Protection and Out of Area Service Agreements	Periodical review of existing policies relative to practices and trends, and determine whether changes are appropriate to better reflect current preferences	P
18	Low	Statutory	New	Master Property Tax Exchange Agreement	Improve Efficiency and Effectiveness of Application Process	P
19	Low	Administrative	Rollover	Informational Report on Remen Tract	Special Report on Service Delivery Feasibility	P
20	Low	Administrative	Rollover	Digital Archiving	Continue Project to Digitize LAFCO Records	U
21	Low	Administrative	Rollover	CALAFCO Legislative Committee	Enhance and Clarify LAFCO Authority and Powers to Perform its State-Mandated Responsibilities	U
22	Low	Administrative	New	Host Alameda County Special District Association Meeting	Communicate LAFCO's Mission and Goals to the Community	P
23	Low	Administrative	New	LAFCO Annual Report on Status of County	Evaluate LAFCO's Mission and Goals Relative to Local Conditions; Identify Strategies to Achieve Shared Objectives	P
24	Low	Administrative	New	GIS Mapping Project	CDA to Create a LAFCO GIS Layer for All Local Agencies under LAFCO Purview	U
25	Low	Administrative	New	LAFCO Agency Logo	Establish New Agency Logo for Branding (Website, Publications, etc.)	P
26	Low	Administrative	New	Local Agency Directory	User Friendly Publication Identifying and Summarizing Local Government Agencies and Services in Alameda County	P

Status Notations: C: Completed U: Underway P: Pending

ALAMEDA LOCAL AGENCY FORMATION COMMISSION

Regional Service Planning | Subdivision of the State of California

Expense Ledger

		FY2016-2017		FY2017-2018		FY2018-2019		FY2019-2020			
		Adopted	Actuals	Adopted	Actuals	Adopted	Actuals	Adopted	Actuals As of 10-28-19	Difference	Percent of Budget
Salary and Benefit Costs											
<u>Account</u>	<u>Description</u>										
60001	Staff Salaries	-	-	-	-	321,692	269,829	308,307	77,077	231,230	25.0%
-	Employee Benefits and Retirement (ACERA)	-	-	-	-	149,961	139,003	175,275	43,819	131,456	25.0%
		422,665	378,825	472,385	383,228	471,653	408,832	483,581	120,896	362,686	25.0%
Service and Supplies											
<u>Account</u>	<u>Description</u>										
-	Intern	1,600	-	1,600	-	1,600	-	1,600	0	1,600	0.0%
610077	Postage	1,000	2,000	1,000	1,000	1,000	707	1,000	57	943	5.7%
610141	Copier	1,800	4,000	2,000	2,503	3,000	859	3,000	143	2,857	4.8%
610191	Pier Diems	6,600	7,000	7,500	7,300	7,700	5,700	7,800	1,800	6,000	23.1%
610211	Mileage/Travel	-	-	-	89	200	1,308	1,300	115	1,185	8.9%
610461	Training (Conferences and Workshops)	18,500	12,000	20,000	17,171	20,000	11,153	13,000	3,489	9,511	26.8%
610241	Records Retention	1,000	1,100	1,000	1,000	1,000	300	1,000	117	883	11.7%
610261	Consultants	50,000	31,000	75,000	75,000	96,000	22,593	90,000	6,300	83,700	7.0%
610261	Mapping - County	5,000	6,000	5,000	5,000	5,000	595	5,000	0	5,000	0.0%
610261	Planning Services	60,000	75,000	25,000	10,000	25,000	4,121	5,000	315	4,685	6.3%
610261	Legal Services	30,000	50,000	40,000	35,000	40,000	26,210	30,000	0	30,000	0.0%
610311	CAO - County - Services	16,000	13,000	11,000	11,000	11,000	11,000	11,000	0	11,000	0.0%
610312	Audit Services	7,500	-	7,500	-	10,000	6,000	7,700	0	7,700	0.0%
610351	Memberships	8,157	8,157	8,675	8,774	9,000	9,026	10,476	10,376	100	99.0%
610421	Public Notices	5,000	2,000	5,000	2,000	5,000	2,363	5,000	310	4,690	6.2%
610441	Assessor - County - Services	-	-	5,000	-	2,500	-	2,500	0	2,500	0.0%
610461	Special Departmental	500	500	500	500	1,500	515	1,500	29	1,471	1.9%
620041	Office Supplies	3,000	1,500	3,000	500	4,000	592	4,000	245	3,755	6.1%
		215,657	213,257	218,775	176,837	243,500	103,042	200,876	23,295	177,581	11.6%
Internal Service Charges											
<u>Account</u>	<u>Description</u>										
630051	Office Lease/Rent	3,200	3,200	3,200	3,200	3,200	3,492	25,000	0	25,000	0.0%
630021	Communication Services	3,156	3,156	3,218	3,218	3,878	3,878	3,950	445	3,505	11.3%
630061	Information Technology	17,726	17,726	18,081	18,081	21,578	27,068	27,373	6,468	20,905	23.6%
630081	Risk Management	2,633	2,633	2,686	2,686	3,034	3,034	3,100	0	3,100	0.0%
		26,715	26,715	27,185	27,185	31,690	37,472	59,423	6,912	52,511	11.6%
Contingencies											
		50,000		50,000		50,000	-	50,000	0	-	0.0%
EXPENSE TOTALS		715,037	618,797	768,345	587,250	796,843	549,346	793,880	151,103	592,777	19.0%

Revenue Ledger

		FY2016-2017		FY2017-2018		FY2018-2019		FY2019-2020			
		Adopted	Estimate	Adopted	Estimate	Adopted	Actuals	Adopted	Actuals As of 10-28-19	Difference	Percent of Budget
Intergovernmental											
<u>Account</u>	<u>Description</u>										
-	Agency Contributions										
	County of Alameda	196,115	196,114	196,115	196,114	196,948	196,948	192,127	0	192,127	0.0%
	Cities	196,115	196,114	196,115	196,114	196,948	196,948	192,127	113,383	78,744	59.0%
	Special Districts	196,115	196,114	196,115	196,114	196,948	196,948	192,127	192,127	-	100.0%
		540,037	588,344	588,345	588,344	590,844	590,844	576,380	305,510	270,870	53.0%
Service Charges											
-	Application Fees	25,000	50,000	30,000	16,000	30,000	16,456	30,000	4,731	25,269	15.8%
Investments											
-	Interest	-	2,000	-	4,000	-	12,314	7,500	0	7,500	0.0%
Fund Balance Offset											
		150,000	150,000	150,000	150,000	176,000	176,000	180,000	0	180,000	0.0%
REVENUE TOTALS		715,037	742,037	768,345	758,344	796,844	795,614	793,880	310,241	483,639	39.1%
OPERATING NET		-	123,240	-	171,094	-	246,268	-	159,138	-	-

UNRESTRICTED FUND BALANCE

As of June 30th

How Does Alameda LAFCO Want to Be Known?

Examine the public value of Alameda LAFCO contributions to the community with a focus on key responsibilities: MSRs and Spheres of Influence



7

Identify and Prioritize Key Objectives

- Where do you see Alameda LAFCO in 2025?
- What are specific internal and external tactics for the next 18 months?

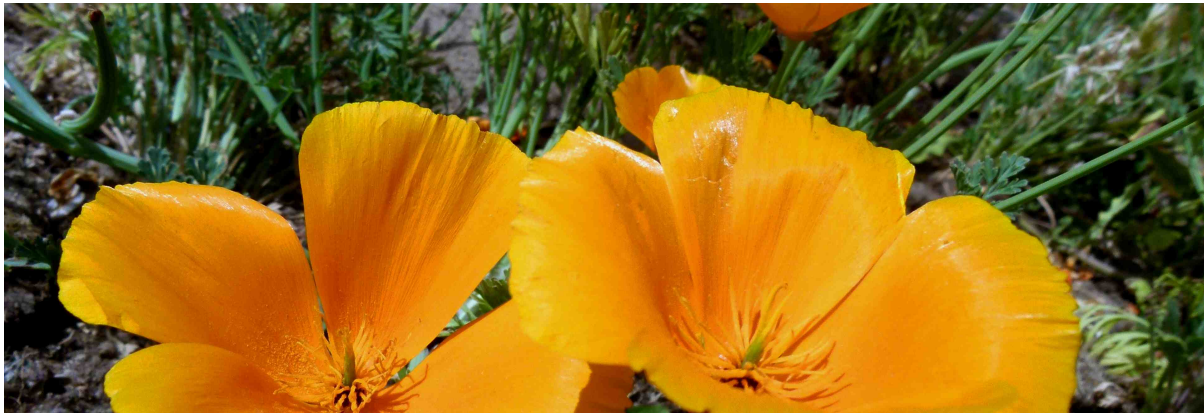


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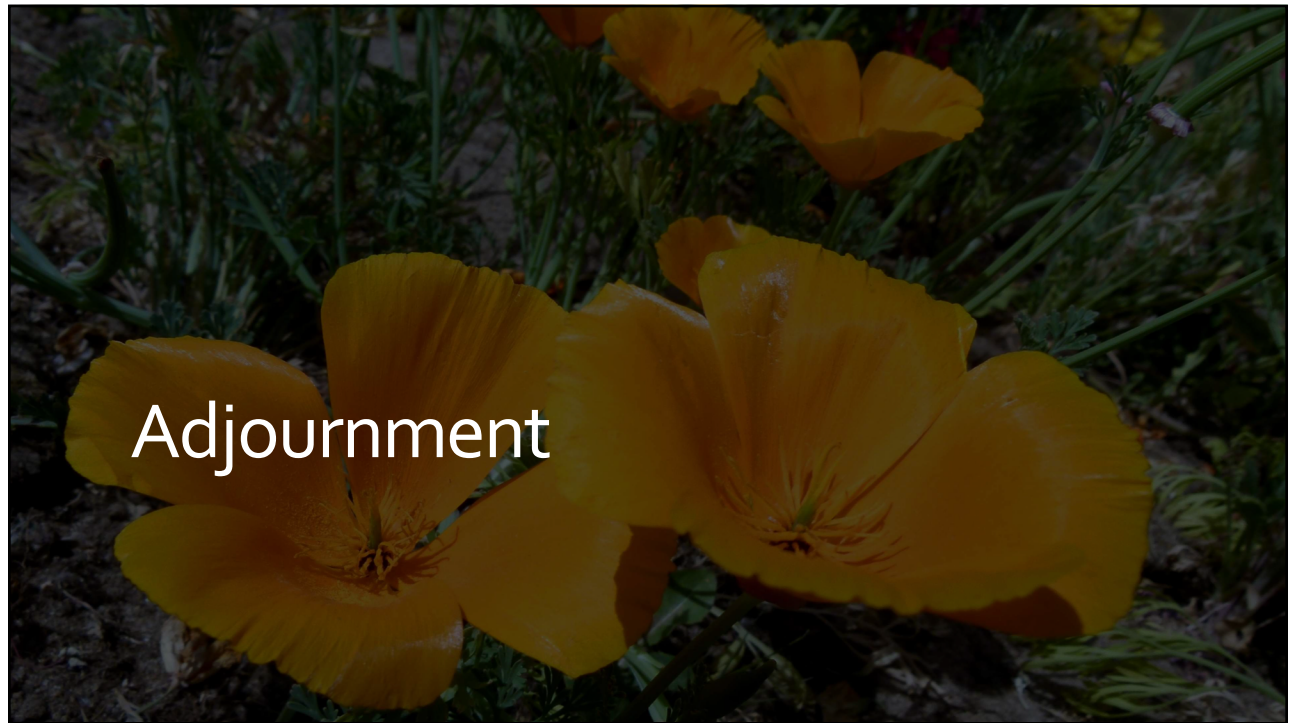
Work Plan Examine short-term outcomes and priorities, clarify expectations for staff and each other, and identify measures of progress

9



Reflections on the Day

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