

SAN MATEO



LOCAL AGENCY FORMATION COMMISSION

455 COUNTY CENTER, 2ND FLOOR • REDWOOD CITY, CA 94063-1663 • PHONE (650) 363-4224 • FAX (650) 363-4849

May 12, 2021

To: LAFCo Commissioners

From: Martha Poyatos, Executive Officer
Rob Bartoli, Management Analyst

Subject: Consideration of a Resolution Authorizing an Agreement with the County of San Mateo for Staffing, Legal Counsel, Office Space, and Supplies for the 2021-2022 Fiscal Year

Summary

The Commission's adopted appropriations budget includes funds for a contract with San Mateo County for staffing, facilities, and legal counsel. The attached agreement sets forth the service provided by the County. Staff recommends that the Commission adopt a resolution authorizing the Chair to execute the attached agreement with San Mateo County for the 2021-2022 Fiscal Year in the amount of \$760,889.

Background

Section 56380 of the Cortese-Knox-Hertzberg Act authorizes the Commission to appoint staff and provides that the Commission can contract for services with another public agency. Section 56384 sets forth that the Commission shall appoint an Executive Officer to conduct and perform the day-to-day business of the Commission. The budget adopted by the Commission includes an appropriation for continuation of this arrangement in the 2021-2022 fiscal year. The not-to-exceed contract amount of \$760,889 includes funds for staff services including the Executive Officer, Management Analyst, shared clerical position, rent, legal services, and supplies. Funds for outside auditing services and reserve funds are not included in the contract amount. As a not-to-exceed contract, savings in services result in fund balance carry-over at the end of the fiscal year.

Services to be provided are detailed in the attached agreement and include: preparing staff analyses, reports, findings, and other agenda materials relating to boundary proposals and any other matters within the Commission's authority; calling, noticing, and clerking LAFCo

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▪ JOSHUA COSGROVE, SPECIAL DISTRICT ▪ RIC LOHMAN, SPECIAL DISTRICT ▪ ANN DRAPER, PUBLIC

ALTERNATES: KATI MARTIN, SPECIAL DISTRICT ▪ DIANA REDDY, CITY ▪ JAMES O'NEILL, PUBLIC ▪ DAVE PINE, COUNTY

STAFF: MARTHA POYATOS, EXECUTIVE OFFICER ▪ TIM FOX, LEGAL COUNSEL ▪ ROB BARTOLI, MANAGEMENT ANALYST ▪ ANGELA MONTES, CLERK

meetings; preparing, mailing, publishing, and maintaining records of LAFCo agendas, notices, and other required documents; providing information and assistance to interested public agencies and individuals; providing fiscal support and preparing budgets; and informing the Commission of legislation of interest to or affecting LAFCo, and correspondence and matters of interest to the Commission.

Updates to Contract

Recently, funds for LAFCo were moved out of the general fund and into a separate trust fund account necessitating preparation of an independent audit by an outside auditing firm. In working with County departments to gather information requested by the auditor, staff found that there was a lack of clarity regarding the specific accounting services provided by various County departments. The proposed changes to the contract do not add any new services or costs to LAFCo. Instead the amendments provide greater detail on services the County is already providing to the Commission.

In the current contract, there is a summary of services that the County provides under Section B:

PROVISION OF RELATED SERVICES. In addition, County shall provide LAFCo with related support services and supplies, including but not limited to facilities, additional personnel including but not limited to analysts and clerical staff, administrative services, payroll, copier, insurance, postage, information technology services, and motor pool. The level or type of services and the cost of providing those services may fluctuate and change from time to time upon agreement of LAFCo and the County Manager or the Manager's designee.

The attached agreement with the County includes revisions specifically highlighting that the County provides support for coordination between the LAFCo and County budget, billing services for the LAFCo apportionment to the County, cities, and special districts, human resources support, as well as several other services. Both LAFCo Counsel and the County of San Mateo have reviewed the amendments to the contract.

Recommended Commission Action, By Resolution

It is respectfully recommended that the Commission, by resolution, authorize the Chair to execute the attached agreement with the County of San Mateo for support services in the amount of \$760,889 for the 2021-2022 fiscal year.

Attachment

A. Agreement for Support Services

Attachment A

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO
AND THE SAN MATEO LOCAL AGENCY FORMATION COMMISSION
FOR SUPPORT SERVICES**

This Agreement is made on ~~October 21, 2020~~ _____, 2021, by and between the County of San Mateo (“County”) located at 400 County Center, Redwood City, California, and the San Mateo County Local Agency Formation Commission (“LAFCo” or “the Commission”) located at 455 County Center, 2nd Floor, Redwood City, California.

WITNESSETH

WHEREAS, Government Code Section 56380 provides that: ~~The~~ Commission shall make its own provision for necessary quarters, equipment, and supplies as well as personnel and the Commission may choose to contract with any public agency or private party for personnel and facilities; ~~and~~

WHEREAS, Government Code section 56384 (a), of the Cortese-Knox-Hertzberg Reorganization Act of 2000, Government Code section 56000, et seq., (“the Act”) provides: “The Commission shall appoint an Executive Officer who shall conduct and perform the day-to-day business of the Commission. If the Executive Officer is subject to a conflict of interest on a matter before the Commission, the Commission shall appoint an alternate Executive Officer;” and

WHEREAS, Government Code section 56384 (a) of the Act further provides: “The Commission may recover its costs by charging fees pursuant to Section 56383;” and

WHEREAS, Government Code section 56384 (b) of the Act provides: “The Commission shall appoint legal counsel to advise it. If the Commission’s counsel is subject to a conflict of interest on a matter before the Commission, the Commission shall appoint alternate legal counsel to advise it;” and

WHEREAS, Government Code section 56384 (b) of the Act further provides that “The Commission may recover its costs [for legal services] by charging fees pursuant to Section 56383;”

NOW THEREFORE, in order to implement the above-described provisions of the Act, the parties enter the following agreement:

AGREEMENT

1. SERVICES TO BE PROVIDED BY COUNTY:

A. APPOINTMENT OF EXECUTIVE OFFICER. The County shall appoint and designate a County employee, whose appointment and designation shall be subject to approval by LAFCo, to perform LAFCo day-to-day activities. For purposes of LAFCo activities, said appointee shall have the title of LAFCo Executive Officer. The appointee shall, with assistance of the management analyst and Commission clerk, provide the following services, including but not limited to the following:

- 1) Preparing staff analyses, reports, proposed findings and other agenda materials for the LAFCo Commission relating to boundary proposals, contracts for provision of new and extended services outside city and district jurisdictional boundaries, sphere of influence amendments, periodic review of sphere of influence designations and any other matters that are within the Commission's authority under the Act.
- 2) Calling and noticing Commission meetings in accordance with the Act and LAFCo policies and procedures.
- 3) Preparing, mailing, filing, publishing and keeping records of agendas, notices and other required official documents on behalf of the LAFCo Commission.
- 4) Responding to inquiries and providing information and technical assistance to interested public agencies and individuals.
- 5) Providing supporting fiscal services such as the development of the annual LAFCo budget, management of LAFCo financial accounts including the processing of LAFCo fees and charges, the processing of payment of Commission charges and expenses, and the preparation of required fiscal reports.
- 6) Informing LAFCo Commissioners of new legislation, correspondence with the Commission, CALAFCO activities, current events and matters of interest related to LAFCo.

B. PROVISION OF RELATED SERVICES. In addition, County shall provide LAFCo with related support services and supplies, including the following:-

~~The County provides a~~ Management Analyst who shall conduct administrative, research, analytical tasks;

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1. ~~As detailed in LAFCo budget document, the County provides the following:~~
2. Fiscal Office Specialist who shall process LAFCo accounts receivable, accounts payable, and payroll for LAFCo staff and Commission in accordance with County policy and standards;
3. County budget office support for coordination and input of the budget as adopted by LAFCo Commission into County budget documents;
4. County Controller support for administering the apportionment and collection of LAFCo budget to county, cities, and special districts;
5. County Counsel services as listed in Section E;
6. Information Services Department services for support computer support, connectivity, and telephone charges;
7. Rent for Workspaces for LAFCo staff;
8. A half-time administrative secretary who shall serve as the Clerk to the Commission;
9. County printer/copiers and mailing services;
10. Graphics and GIS/Mapping support;
11. Human resources for hiring, on-boarding of staff, and benefits administration;
12. Employee liability insurance;
13. Video recording of Commission meetings;
14. General office equipment and supplies;
15. Motor pool services.

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~~including but not limited to facilities, additional personnel including but not limited to analysts and clerical staff, administrative services, payroll, copier, insurance, postage, information technology services, and motor pool.~~ The level or type of services and the cost of providing

those services ~~may fluctuate vary and change~~ from time to time upon agreement of LAFCo and the County Manager or the Manager's designee.

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C. APPOINTMENT OF ALTERNATE EXECUTIVE OFFICER IN CASE OF CONFLICT; PAYMENT OF COSTS BY APPLICANT. If the Commission determines that a conflict of interest exists for its Executive Officer in a matter before the Commission, the Commission shall appoint an Alternate Executive Officer for the purpose of that matter only. In such a conflict situation, the Commission may make final approval of a proposal contingent upon payment of any outstanding costs in excess of the deposit on hand with the County Auditor. The Commission may require an applicant to bear the costs of an Alternate Executive Officer. The Commission shall require an applicant who is to bear the costs of an Alternate Executive Officer to put on deposit with the County Auditor funds deemed by the Commission to be sufficient to cover associated costs in advance of the Commission's appointment of an Alternate Executive Officer. The County Auditor shall return to the applicant any unexpended portion of funds on deposit at the conclusion of the matter for which Alternate Executive Officer was appointed and upon confirmation from the Executive Officer that all billing matters have been resolved.

D. LAFCO'S PAYMENT TO COUNTY FOR OFFICES, SERVICES, SUPPLIES, AND STAFF. Except as specified in subsection F, below, in consideration of the County's provision of offices, services, supplies, and staff pursuant to subsection B, above, LAFCo shall pay to County at a rate equal to the County's actual cost of providing said offices, services, supplies and staff, which may ~~fluctuate and change vary~~ from time to time upon agreement of LAFCo and the County Manager or the Manager's designee.

E. **APPOINTMENT OF LEGAL COUNSEL.** In addition to the other County services described herein, LAFCo hereby appoints County Counsel as its legal counsel. The County, through the office of the County Counsel, will provide all legal services required by LAFCo. These services shall include, but are not limited to:

- 1) Providing day-to-day legal advice to LAFCo and staff;
- 2) Reviewing and advising on contracts;
- 3) Attending LAFCo Commission meetings and other meetings as requested;
- 4) Defending and conducting litigation and administrative actions concerning LAFCo.

F. **RATE OF PAYMENT FOR LEGAL SERVICES.** In consideration of the County's provision of legal services, LAFCo shall pay to County a single rate of \$232 per hour. County Counsel will submit invoices to LAFCo quarterly for legal services, which invoices shall be payable upon receipt.

G. **APPOINTMENT OF ALTERNATE LEGAL COUNSEL IN CASE OF CONFLICT; PAYMENT OF LEGAL FEES BY APPLICANT.** If the Commission determines that a conflict of interest exists for County Counsel in a matter before the Commission, the Commission shall appoint alternate legal counsel for purposes of that matter only. The Commission may require an applicant to bear the costs of alternate legal counsel. The Commission shall require an applicant who is to bear the costs of alternate legal counsel to put on deposit with the County Auditor funds deemed by the Commission to be sufficient to cover associated costs in advance of the Commission's appointment of alternate legal counsel. In such a conflict situation, the Commission may make final approval of a proposal contingent upon payment of any outstanding costs in excess of the deposit on hand with the County Auditor. The County Auditor shall return to the applicant any unexpended portion of funds on deposit at the conclusion of the matter for which alternate legal counsel was appointed and upon confirmation from the Executive Officer that all billing matters have been resolved.

H. LAFCO'S MAXIMUM FISCAL OBLIGATION. In consideration of all services, and supplies described herein, ~~LAFCO~~LAFCo shall pay the County an amount not to exceed \$760,889. In the event LAFCo requires or requests additional services and supplies, the parties may negotiate and agree to an amendment to this agreement. The parties agree that the County ~~shall need~~ not provide any services or supplies for which it is not compensated unless required by state law.

I. TERM. The term of this agreement shall be from July 1, 2021 to June 30, 2022 unless terminated earlier pursuant to this agreement. Either party may terminate this agreement for any reason upon 30 days notice to the other party.

J. MERGER CLAUSE. This agreement constitutes the sole agreement of the parties hereto and correctly states the rights, duties, and obligations of each party. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

IT WITNESS WHEREOF, the parties hereto, or their duly authorized representative, affix their hands.

San Mateo Local Agency Formation Commission

Dated: _____

Chair of the Commission

County of San Mateo

Dated: _____

President, Board of Supervisors