

Alameda Local Agency Formation Commission

NOTICE OF SPECIAL MEETING AND AGENDA

ALAMEDA LOCAL AGENCY FORMATION COMMISSION

WEDNESDAY, MAY 29, 2019

2:00 P.M.

CITY OF DUBLIN COUNCIL CHAMBERS
100 CIVIC PLAZA, DUBLIN, CALIFORNIA

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

On behalf of the Chair, the Commission welcomes you to its meetings and your interest is appreciated. **If you wish to speak to a matter on the agenda, please complete a Speakers Card and submit it to staff.** When your name is announced, please come forward and give your name and address, and state your comments or questions. If you wish to speak on a matter not on the agenda, please wait until the Chair calls for Public Comment. Speakers may have a time limitation imposed at the discretion of the Chair. Alameda LAFCO meetings are wheelchair accessible. Call (510) 208-4949 (voice) or (510) 834-6754 (TDD) to request a sign-language interpreter. Five working days' notice is required.

Only those issues which are brought up at the public hearing described in this notice, or in written correspondence delivered to the LAFCO Commissioners at or prior to the hearing, may be raised in any legal challenge to the actions taken by the Commission.

1. **2:00 P.M. – Call to Order and Pledge of Allegiance**
2. **Roll Call**
3. **Memorandum of Understanding | Alameda LAFCO and the County of Alameda** – The Commission will consider approving a Memorandum of Understanding (MOU) between the Alameda Local Agency Formation Commission (LAFCO) and the County of Alameda for administrative and support services as the existing MOU agreement is set to expire on June 30, 2019. Notable changes from the existing MOU agreement are job designations of LAFCO employees within the County system, an enhanced financial management system, and LAFCO's own designated office space. The report is being presented to the Commission for final action. Staff recommends ratification.

LAFCO Staff Recommendation: Approve the new MOU agreement and direct staff to forward the agreement to the Alameda County Board of Supervisors for approval, and work with the Community Development Agency to develop an MOU concerning LAFCO's relocation to the interim space at 224 West Winton Avenue in Hayward.

4. **Adjournment of Special Meeting**

5. **Next Meetings of the Commission**

Policy and Budget Committee Meeting

Thursday, June 7, 2019 at 2:00 pm at City of Dublin, 100 Civic Plaza, Dublin, CA

Regular Meeting

Thursday, July 18, 2019 at 2:00 p.m. at City of Dublin, 100 Civic Plaza, Dublin, CA

DISCLOSURE OF BUSINESS OR CAMPAIGN CONTRIBUTIONS TO COMMISSIONERS

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

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

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

Alameda LAFCO
Administrative Office
1221 Oak Street, Suite 555
Oakland, California 94612
T: 510.272.3784
W: acgov.org/lafco

TO: Alameda Commissioners

FROM: Rachel Jones, Executive Officer
MOU Ad Hoc Committee (Counsel and Commissioners Johnson and Sblendorio)

**SUBJECT: Memorandum of Understanding |
Alameda LAFCO and the County of Alameda**

The Commission will consider approving a Memorandum of Understanding (MOU) between the Alameda Local Agency Formation Commission (LAFCO) and the County of Alameda for administrative and support services as the existing MOU agreement is set to expire on June 30, 2019. Notable changes from the existing MOU agreement are job designations of LAFCO employees within the County system, an enhanced financial management system, and LAFCO's own designated office space. The report is being presented to the Commission for final action. Staff recommends ratification.

Background

The Cortese-Knox-Hertzberg Reorganization Act of 2000 ("CKH") and the Hertzberg Commission encouraged more independence of LAFCOs from counties so they could be granted more power to achieve the State Legislature's goals of rational boundaries, urban sprawl prevention and the preservation of prime agricultural land. It authorizes LAFCOs to enter into agreements or contracts with public and private parties for services necessary to meet its regulatory and planning responsibilities. This includes making independent arrangements for personnel, services, and facilities.

Since CKH, Alameda LAFCO has contracted support services from the County of Alameda including staffing, human resources and financial accounting. Over the past four years, the Commission has conducted multiple strategic planning sessions in which it has articulated affirmative goals for which emphasis on its status as an independent public agency is an important value and mode of operation.

With the MOU between Alameda LAFCO and the County of Alameda set to expire this current fiscal year, both entities seek to strengthen its contract with each other by clearly outlining its operational needs and capacities as reference to its evolving relationship over the years. Overall, the MOU will help foster LAFCO's effectiveness through the agreed upon support services.

Discussion

At the Commission's January 2019 meeting, the membership received a supplemental report on LAFCO operational options conducted by Berkson Associates recommending LAFCO seek an alternative operational model transitioning away from the County. The Commission determined the County has been crucial to the proper functioning of Alameda LAFCO and provides a range of services at limited costs. At the recommendation of the membership, LAFCO continued negotiations with the County in amending its MOU that incorporated some processes from Berkson Associates' supplemental report and best reflecting LAFCO's current operational needs. Additionally, the Commission formed an Ad Hoc Committee consisting of the Executive Officer, Counsel and Commissioners Johnson and Sblendorio to continue negotiations.

As a result of these negotiations, a brief overview of the MOU provides the following:

- The County will provide up to three full-time County employees to serve as staff to LAFCO. The County employees will have LAFCO-specific job descriptions developed by the County in consultation with LAFCO and approved by the County's Civil Service Commission.
- LAFCO staff may not be removed, replaced or changed without communication with the Commission.
- The LAFCO Commission will be given the opportunity to provide comments to the County Administrator in regards to the Executive Officer's performance evaluation.
- LAFCO staff subordinate to the Executive Officer shall be overseen in their work by the Executive Officer.
- LAFCO will participate in the County's management system as its own business unit to simplify its financial management files.
- The County will provide LAFCO with office space separate from County agencies or departments, but located within County-owned or leased facilities. The County and LAFCO have jointly identified acceptable interim and long-term office space for LAFCO to occupy in CDA's Hayward office at 224 W. Winton Avenue. LAFCO and the Community Development Agency (CDA) shall enter into a MOU to memorialize the location and size of the interim space. 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.
 - Alameda LAFCO's move-in-date of the interim space is expected to be July 1st. Alameda LAFCO will remain in the interim space while GSA drafts a proposals for

the long-term space that will include tenant improvements. The Commission will be able to review the GSA proposal in advance of committing to spending resources on tenant improvements and the rental cost of the space.

- The annual cost of the interim space is approximately \$30,000 to \$35,000 for 900 square feet space and includes the cost of utilities, equipment use (printer, copier, etc.), meeting space and furniture. Staff has budgeted \$25,000 for new office space along with a \$50,000 contingency to cover the rental costs.

- The Executive Officer will report directly to the Commission on all policy and LAFCO considerations and to the County Administrator or its designee, determined to be the Director of the Community Development Agency, on personnel matters.

- The County will provide legal counsel services provided through the Office of the County Counsel.

- The County will provide other support services such as the Auditor-Controller, Assessor, Registrar of Voters, Clerk/Recorder, General Services Agency, Human Resource Services, Information Technology Department, and Risk Management.

- A conflict of interest provision pursuant to Government Code Section 56384(a) and (b), that conditions LAFCO must appoint an alternate Executive Officer and or legal counsel in the event of a conflict of interest on a matter before LAFCO.

- MOU will require the execution of a conflict waiver with the Office of the County Counsel allowing for dual representation subject to prophylactic measures consistent with the Rules of Professional Conduct, and waiver of the right to disqualify the Office of the County Counsel from representing the County in any dispute between the County and LAFCO. The conflict waiver indicates that the County and LAFCO shall meet and confer to determine whether legal obligation or prudence dictate declaring a conflict under Government Code section 56384(b) and appointing conflict counsel.

- The term of the MOU agreement would be five years, effective upon approval of both parties through June 30, 2024.

The proposed MOU provides clear direction to LAFCO and the County going forward in regards to its support services and organizational structure.

Alternatives for Action

The following alternatives are available to the Commission:

Alternative One (Recommended):

Approve the new MOU agreement and direct staff to forward the agreement to the Alameda County Board of Supervisors for approval, and work with the Community Development Agency to develop an MOU concerning LAFCO's relocation to the interim space at 224 West Winton Avenue in Hayward.

Alternative Two:

Continue consideration of the item to a special meeting scheduled no later than the MOU termination deadline of June 4, 2019 and provide direction to staff with respect to any additional information requests.

Recommendation

It is recommended the Commission proceed with Alternative Action One.

Respectfully on behalf of the Ad Hoc Committee,



Attachments:

1. Memorandum of Understanding between Alameda LAFCO and County of Alameda

MEMORANDUM OF UNDERSTANDING BETWEEN THE ALAMEDA LOCAL AGENCY FORMATION COMMISSION AND THE COUNTY OF ALAMEDA

THIS AGREEMENT is entered into by and between the ALAMEDA LOCAL AGENCY FORMATION COMMISSION (hereafter "LAFCo"), and the COUNTY OF ALAMEDA (hereafter "County") and shall take effect upon its approval by both parties.

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

WHEREAS, Government Code Section 56384 provides that LAFCo shall appoint an executive officer and legal counsel; and

WHEREAS, since becoming a separate public agency from the County pursuant to changes in state law in 2000, LAFCo has contracted with the County for personnel and facilities; and

WHEREAS, historically the County has provided staff from the County Administrator's Office and the Office of the County Counsel, and office space within the County Administrator's Office; and

WHEREAS, LAFCo through a series of strategic planning meetings has recognized that it has grown and changed since 2000, and while it seeks to continue its contract with the County, it recognizes the need for certain changes reflecting the maturing of its operation; and

WHEREAS, the County generally is amenable to the changes requested by LAFCo and is willing to continue its contractual relationship going forward;

NOW, THEREFORE, it is hereby agreed as follows

1. Personnel.

- a. The County will provide up to three (3) full-time County employees to serve as staff to LAFCo. When vacancies arise, the County will recruit employees to perform the duties as staff to LAFCo. These new County employees will be recruited into positions with LAFCo-specific job descriptions developed by the County in consultation with LAFCo and approval by the County's Civil Service Commission. The LAFCo designated staff positions will include an Executive Officer, as set forth in California Government Code Section 56384(a), and such other positions as are listed in Exhibit "A." The LAFCo Commission may by resolution request the County modify or remove a job description in Exhibit "A" or create a new job description for inclusion in Exhibit "A" without otherwise

amending this Agreement. Upon transmittal of such a resolution by LAFCo to the County, the County shall work in coordination with LAFCo staff to develop a mutually-agreeable modification to or creation of a job description in Exhibit "A", or agree to removal of an existing job description in Exhibit "A." If the parties are able to reach agreement on a modification, creation or deletion of a job description in Exhibit "A", the document shall be submitted to LAFCo for its Commission to approve the final form for submission to and approval by the Civil Service Commission.

- b. The County will fill the LAFCo staff positions with County employees consistent with the LAFCo Commission's approval of a budget including line items delineating agreed upon funding for each such position in amounts consistent with the labor rates provided in paragraph 5. LAFCo shall work in close coordination with appropriate County staff in the course of the development and approval of the LAFCo budget so that the County may timely fill positions funded in the LAFCo Commission's budget.
- c. The County shall hire and employ staff for LAFCo in accordance with the same civil service and other employment laws, regulations and rules as would apply to the hiring of individuals for other positions with the County. LAFCo shall fund the costs for the services provided by the County and its employees by appropriations in LAFCo's annual budget.
- d. The professional and support staff assigned to perform services for LAFCo are County employees and all employment actions pertaining to them are the responsibility and shall be carried out by the County Administrator, as the appointing authority, or her designees. The County Administrator may not, however, permanently remove, replace, substitute, or otherwise change any of the Executive Officer or other staff assigned to LAFCo without communication with the LAFCo Commission in advance of taking such action when it is reasonably practicable to do so.
- e. The County will conduct a job recruitment in the course of filling each vacant LAFCo position commensurate with the nature of the position, and in consultation with the LAFCo Commission or Executive Officer, as appropriate. The final hiring decision for the Executive Officer rests with the County Administrator, as the appointing authority, and she will consult with the LAFCo Commission in making her determination. The Commission shall appoint the incumbent of the Executive Officer position as the Commission's Executive Officer in accordance with the Government Code. The final hiring decision for positions subordinate to the Executive Officer rests with the County Administrator, as the appointing authority, and she will consult with the Executive Officer in making her determination.
- f. The day-to-day duties of the Executive Officer shall be overseen by the

LAFCo Commission. 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. In the event that the Commission is dissatisfied with the performance of the individual in the Executive Officer position, and reasonable personnel actions are unsuccessful in resolving the performance issues to the LAFCo Commission's satisfaction, the County Administrator or her designees will coordinate the selection and appointment of a new individual for the Executive Officer position with the LAFCo Commission.

- g. LAFCo staff subordinate to the Executive Officer shall be overseen in their work by the Executive Officer. Notwithstanding the supervision of the Executive Officer by the LAFCo Commission and subordinate staff by the Executive Officer, the County Administrator or her designees will provide administrative support with respect to such matters as approval of payroll, timekeeping, vacation, sick or other forms of leave, and other related matters unrelated to the substantive work of the Executive Officer and subordinate staff.
 - h. The primary responsibility of the Executive Officer and other staff assigned to LAFCo shall be to perform duties as required by the Cortese-Knox-Hertzberg Local Government Reorganization Act (Government Code Sections 56000, et seq.) ("the Act") and one hundred percent of their time will be devoted to duties directly or indirectly related to LAFCo. The County Administrator shall not provide any direction to the Executive Officer or other staff assigned to LAFCo with respect to policy matters or recommendations on matters before the LAFCo Commission.
 - i. The CAO has designated the Director of the Community Development Agency (CDA) to exercise the CAO's personnel rights and obligations set forth in this paragraph 1. The CAO retains all final authority and the right to change this designation at any time.
- 2. County Financial System: To assist in LAFCo's financial planning and management of resources, LAFCo shall participate in the County's financial management system as its own business unit.
 - 3. Office Space, Furniture and Equipment: The County shall provide LAFCo with office space separate from County agencies or departments; provided, however, that LAFCo's office space shall be located within County-owned or leased facilities that may also be occupied by other County agencies or departments. LAFCo shall provide in writing to the County the parameters of its office space needs including location, size, space configuration, amenities and costs. County

shall exercise best efforts to locate office space that reasonably conforms to LAFCo's stated needs. LAFCo shall have discretion in the ultimate selection of its office space; provided, however, that should LAFCo not agree to occupy proffered space within County-owned or occupied facilities that reasonably conform to LAFCo's requested space needs then the parties shall meet and confer about whether LAFCo's space needs can be met through alteration of LAFCo's space requirements. If the parties cannot reach agreement regarding LAFCo's space requirements, then either party may terminate this Agreement in the manner provided in paragraph 12 and LAFCo shall compensate County for all services performed and costs incurred on behalf of LAFCo as of the date of termination. County shall furnish and equip the office space in accordance with LAFCo's reasonable written request and at LAFCo's sole expense. All furniture and equipment provided by the County shall remain the property of the County and upon termination of this MOU shall be restored to the County in its original condition, normal wear and tear excepted. LAFCo shall pay the County the usual rents and related charges paid for similar space and equipment by County agencies and departments. The County and LAFCo have jointly identified acceptable interim and long-term office space for LAFCo to occupy in CDA's Hayward offices. LAFCo and CDA shall enter into a memorandum, or memoranda of understanding to memorialize the location and size of the interim space and the related charges for LAFCo's occupancy. LAFCo and the County General Services Agency (GSA) shall enter into a license agreement to memorialize the location and size of the long term space and related changes, including tenant fit up costs, for LAFCo's occupancy.

4. Support Services: The County shall provide to LAFCo, at LAFCo's expense, the services of the following County departments as LAFCo may reasonably require them and to the extent the listed County departments are able to perform them, excepting that the obligation of any County agency or department to perform a duty imposed by the Act shall not be diminished by the terms of this Agreement:

Assessor: The Assessor shall provide LAFCo with assessment and parcel map information, property owner information for the issuance of legal notices and pending proposals, and such related services as the parties agree to be necessary.

Auditor Controller: The Auditor-Controller shall provide LAFCo with general accounting and payroll services and such related services as the parties agree to be necessary.

Clerk/Recorder: The Clerk/Recorder shall fulfill the statutory duties assigned to that office in the Act and related services as the parties agree to be necessary.

Registrar of Voters: The Registrar of Voters shall fulfill the statutory duties assigned to that office, including but not limited to providing voter

registration information.

General Services Agency: The General Services Agency shall provide its full range of support services, including without limitation, facilities management and maintenance, real property services and purchasing, as the parties agree to be necessary.

Human Resource Services: The Human Resource Services Department shall provide personnel recruitment, testing, certification, classification, compensation studies, position control, records maintenance, employment verifications, labor relations, discipline/grievance, administration, training, benefits management and administration, and related services as the parties agree to be necessary.

Risk Management Unit: The Risk Management Unit of the County Administrator's Office shall include LAFCo in the County risk pool and shall provide defense and indemnification to LAFCo and its employees as it would for any County agency, including without limitation, for all covered claims, demands and causes of action for damages arising from workers' compensation and tort liability.

Information Technology Department: The Information Technology Department shall provide LAN infrastructure, management and administration, electronic mail, voice and data network, wireless and security services, application systems support and development, and related services as the party agrees to be necessary.

5. Reimbursement of County by LAFCo: LAFCo shall reimburse the County for the costs of all services, employees, space, equipment, and materials provided pursuant to this Agreement. The amount of reimbursement shall be determined on a quarterly basis, in accordance with the rates established by the County and shall be paid in the ordinary course of County operations through transfers from LAFCo's funds to the County or through the County's cost allocation plan. The method of reimbursement of each department or agency shall be established through consultations among the department, the Auditor-Controller, and LAFCo.

Until termination of this Agreement, LAFCo shall pay the County for these services labeled as "County Charges" in the annual LAFCo budget the total amount allocated for such services in LAFCo's approved budget. Should actual expenses exceed the budgeted charges, LAFCo shall take all steps necessary to amend its budget to provide for the full reimbursement of the County. The County shall bill LAFCo for the services provided pursuant to this paragraph of the MOU, and upon approval of the bill by the LAFCo Executive Officer, which approval shall not be unreasonably denied, delayed or withheld, LAFCo shall transfer the appropriate amounts to the County. In the event that this Agreement is terminated pursuant to the provisions of paragraph 12 of this Agreement,

LAFCo shall pay the County for the pro rata amount for these County Charges up to the termination date of this Agreement. In the event that LAFCo terminates from the general liability or workers' compensation program under this MOU, an additional contribution may be required to fund the incurred but unpaid actuarial liabilities attributable to LAFCo at the date of termination at the 75% confidence level. The determination of the amount due shall be based upon the actuarial valuation of the plan as of the close of the plan year in which LAFCo last participates and the percentage that LAFCo's ultimate accrued liability and allocated expenses bear to that of the plan in its entirety as of that date.

6. Legal Counsel Services. The County, through its Office of the County Counsel, shall provide legal services to LAFCo. The County Counsel shall make available staff appropriately qualified to serve as the legal counsel to LAFCo. If there is ever a conflict of interest between LAFCo and the County, LAFCo may seek independent counsel. These services shall include, but not be limited to, the following:

- Preparing legal memoranda concerning matters within the jurisdiction of LAFCo and assisting the LAFCo staff with legal issues that arise in the day-to-day management of LAFCo's affairs.
- Attending LAFCo meetings.
- Representing LAFCo in litigation brought against or by LAFCo, including all phases of the usual legal services which might be anticipated in connection with litigation, such as settlement negotiations, trials, and any appeals.

(a) Until termination of this Agreement, LAFCo shall pay the County for the services provided by the Office of the County Counsel pursuant to the annual budget approved by LAFCo. The County shall bill LAFCo for the services provided pursuant to this paragraph of the MOU, and upon approval of the bill by the LAFCo Executive Officer, which approval shall not be unreasonably denied, delayed or withheld, LAFCo shall transfer the appropriate amounts to the County. Each fiscal year that this contract is in effect, the Office of the County Counsel will work with the LAFCo Executive Officer to provide an estimate of the expenses for the upcoming year to be included in the LAFCo budget. In the event that this Agreement is terminated pursuant to the provisions of paragraph 11 of this Agreement, LAFCo shall pay the County for the pro rata amount for the Office of the County Counsel services performed up to the date of the termination of this Agreement.

(b) LAFCo understands that the County Counsel serves as the County's legal advisor and representative on all civil matters. LAFCo also understands that County Counsel serves as the legal advisor for a number of other separate legal entities that are *governed* by the same five (5) individuals that sit as the

Board of Supervisors for the County, such as the Alameda County Fire Department, the Alameda County Flood Control District, and others (collectively "Related Public Entities"). In addition, County Counsel may, upon request, represent local government entities that are distinct from County government, such as LAFCo. From time to time the interests of LAFCo may potentially conflict with the interests of the County or Related Public Entities, such as in a situation where the Commission and the County both require assistance of County Counsel in negotiating a contract with each other (as with this Agreement). As required by the Rules of Professional Conduct, County Counsel will take all steps necessary to safeguard the confidential information of LAFCo in such situation. Upon execution of this Agreement, LAFCo agrees to execute the Waiver of Conflict attached as Exhibit "B," so that County Counsel may continue to represent the County (or Related Public Entities) and LAFCo in the absence of an actual conflict. Further, should an actual conflict develop between LAFCo and the County (or Related Public Entities), LAFCo expressly waives its right to disqualify County Counsel from representing the County (or Related Public Entities) in any matter involving LAFCo. Notwithstanding execution of this waiver, when the County or a Related Public Entity is an applicant before LAFCo, the parties shall meet and confer to determine whether it is desirable for LAFCo to retain alternate legal counsel as described in paragraph 7. Nothing in the waiver attached as Exhibit "B" shall diminish LAFCo's authority to appoint alternate legal counsel in accordance with Government Code Section 56384 and paragraph 7.

7. Conflicts of Interest: Pursuant to Government Codes Sections 56384(a) and 56384(b), LAFCo must appoint an alternate executive officer and/or alternate legal counsel if the appointed executive officer and/or legal counsel are subject to a conflict of interest on a matter before LAFCo. Any executive officer or legal counsel provided by the County through this Agreement will promptly notify LAFCo of any conflict of interest on any matter before the Commission.
8. Insurance and Risk Management Services. In order to protect LAFCo and the County against claims and liability for injury, loss, damage or death as a result of LAFCo's operations, LAFCo shall maintain insurance coverage consistent with the County's program of self-insurance and purchased insurance as follows: (a) comprehensive general liability; (b) comprehensive automobile liability; (c) directors' and officers' liability; (d) blanket fidelity and public officials bonds; (e) workers' compensation; (f) property and related programs providing coverage for loss or damage to equipment and other personal property used in the course and scope of the functions of LAFCo. LAFCo shall satisfy its insurance obligation as a paying participant in the County's program of self-insurance and purchased insurance. LAFCo shall comply with all applicable requirements, rules and policies of the County Risk Management Unit ("Risk Management") relating to the provision of insurance, the handling of claims, the charging of premiums, and other administrative responsibilities and functions in the same manner as such rules and policies apply to County agencies and departments. Applicable rules

and policies for the County's Risk Management Program can be found on the County's website, www.acgov.org/cao/rmu. Annually, the County will endeavor to notify LAFCo, through its executive officer, of any significant change to its insurance coverage.

9. Indemnification. LAFCo shall defend, indemnify and hold harmless the County, its officers, employees and agents from any and all liabilities and claims, suits, actions, judgments or losses by whomever asserted arising out of acts or omissions of LAFCo, its commissioners, officers or agents, or arising out of the acts or omissions of any of LAFCo's contractors or consultants. The County shall notify LAFCo promptly of any such claim, action or proceeding of which it is aware and cooperate fully in the defense. The County shall defend, indemnify and hold harmless LAFCo, its commissioners, officers and agents, from any and all liabilities and claims, suits, actions, judgments or losses by whomever asserted arising out of acts or omissions of the County, its officers, employees or agents. LAFCo shall notify the County promptly of any such claim, action or proceeding and cooperate fully in the defense.
10. Independent Contractor: The County shall perform the services required by this Agreement as an independent contractor. The County and its officers, agents and employees are not, and shall not be deemed, LAFCo employees for any purpose, including workers' compensation.
11. Term. The term of this Agreement shall be for a term of one year commencing on the date when both parties have approved this Agreement or June 1, 2019, whichever is last to occur, until June 30, 2020, and, unless earlier terminated as provided in paragraph 12, shall automatically renew for four (4) additional terms of one year each to June 30, 2024.
12. Termination. Either party to this Agreement may terminate this Agreement for any reason upon at least 180 days written notice to the other party. If this Agreement is terminated pursuant to this paragraph, LAFCo shall compensate the County for any work performed prior to the date that the termination becomes effective. In addition, either party may terminate this Agreement for cause on 10 days-notice to the other party. The provisions of paragraphs 8 and 9 shall survive the termination of this Agreement.
13. Notices. All notices required or authorized by this Agreement shall be in writing and shall be delivered in person, or by deposit in the United States mail, or by deposit in a sealed envelope in the County's internal mail system, when available. Either party may change its addresses by notifying the other party of the change. Any notice delivered in person shall be effective as of the date of delivery. Any notice sent by U.S. mail or the County's internal mail shall be deemed to have been received as of the date of actual receipt or five days following the date of deposit, whichever is earlier. Any notice to the County or LAFCo pursuant to this agreement shall be sent to the following addresses:

For the County:

County Administrator
County of Alameda
1221 Oak St., Room 555
Oakland, CA 94612

For LAFCo:

Executive Officer
Alameda LAFCo
1221 Oak St., Room 555
Oakland, CA 94612

14. Confidentiality. Confidential information is defined as all information disclosed to the County in the course of the County's performance of services under this Agreement, where such information relates to LAFCo's past, present, and future activities, as well as activities under this Agreement, and is not publicly available. The County and any of its officers, agents and employees providing services under this Agreement shall use their best efforts to hold all such information as they may receive, if any, in trust and confidence, except with the prior written approval of LAFCo as expressed through its Chair or its Executive Officer or as otherwise required by law.
15. Assignments. Neither party to this Agreement may assign its obligations hereunder without the prior written consent of the other party.
16. Modification of Agreement. This Agreement may be modified with the written consent of both parties.
17. Interpretation. This Agreement shall be governed by the laws of the State of California. The venue for any legal action filed by either party in state court to enforce any provision of this Agreement shall be Alameda County, California.
18. Severability. If any provision of this Agreement, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.
19. Entire Agreement. This Agreement contains the entire and complete understanding of the parties and supersedes any and all other agreements, oral or written, with respect to the subject matter of this Agreement.

[SIGNATURES ON NEXT PAGE]

Dated: _____

COUNTY OF ALAMEDA

By: _____
President, Board of Supervisors

Approved as to Form:

Donna R. Ziegler, County Counsel

By: _____
Andrea L. Weddle, Chief Assistant

Dated: _____

ALAMEDA LOCAL AGENCY
FORMATION COMMISSION

By: _____
Scott Haggerty, Chair

By: _____
Andrew J. Massey, Esq.
Legal Counsel, Alameda Local
Agency Formation Commission

Exhibit "A": LAFCo Job Descriptions

Local Agency Formation Commission Executive Officer

Local Agency Formation Commission Analyst

Local Agency Formation Commission Clerk

Exhibit "B"
General Waiver of Conflict

WHEREAS, the Office of the County Counsel for the County of Alameda ("County Counsel") serves as the legal advisor and representative in all civil matters for the County of Alameda ("County"); and

WHEREAS, County Counsel also serves as the legal advisor for a number of other separate legal entities that are governed by the same five (5) individuals that sit as the Board of Supervisors for the County, such as the Alameda County Fire Department, the Alameda County Flood Control District, and others (collectively "Related Public Entities"); and

WHEREAS, County Counsel may, upon request, represent local governmental entities that are distinct from County government, such as the Alameda Local Agency Formation Commission ("the Commission"); and

WHEREAS, from time to time, the interests of the Commission may potentially conflict with the interests of the County or Related Public Entities; and

WHEREAS, the Commission acknowledges that a potential conflict of interest may arise from the fact that the County or Related Public Entities may have divergent interests from the Commission in transactions involving the Commission and the County or the Commission and Related Public Entities; and

WHEREAS, while transactional matters generally do not raise any specific potential for litigation between the parties, it is important for both parties to understand the potential conflict before agreeing to waive it; and

WHEREAS, the Commission wishes County Counsel to provide legal services notwithstanding such potential conflict; and

WHEREAS, in order to provide prompt legal services to all parties on transactions involving the parties, County Counsel is requesting a waiver from the Commission;

NOW, THEREFORE, the Commission hereby acknowledges that the nature of such potential conflicts has been explained, and the Commission hereby agrees to waive any potential conflicts of interest between the Commission and the County and between the Commission and Related Public Entities.

The Commission further agrees to waive the right to disqualify County Counsel from representing the County or any Related Public Entity over any conflict between the Commission and the County or between the Commission and any such Related Public Entities.

Alameda Local Agency Formation Commission

By: _____
_____ Executive Officer

Date: _____