



# LAFCO

## *Alameda* Local Agency Formation Commission

### NOTICE OF REGULAR MEETING AND AGENDA

ALAMEDA LOCAL AGENCY FORMATION COMMISSION

THURSDAY, MAY 14, 2026

2:00 P.M.

Ralph Johnson, Chair — John Marchand, Vice Chair — Nate Miley — David Haubert — Jack Balch — Mariellen Faria – Sblend Sblendorio  
Lena Tam, Alternate — Sherry Hu, Alternate — Peter Rosen, Alternate — Bob Woerner, Alternate

#### **In Person:**

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

#### **Or from the following remote locations:**

- Heritage House, 4501 Pleasanton Avenue, Pleasanton, CA 94566
- 1221 Oak Street, Suite 536, 5<sup>th</sup> Floor, Oakland, CA 94612

#### **Via Video-Teleconference Participation:**

<https://us02web.zoom.us/j/82983511571?pwd=bi8xWkVsU2QxYjB3bzE2S2lubnN2Zz09>

Meeting ID: 829 8351 1571

Password (if prompted): lafco or 140331

(669)-900-9128

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

If you need assistance before the meeting, please contact Executive Officer Rachel Jones at: [rachel.jones@acgov.org](mailto:rachel.jones@acgov.org)

1. **2:00 P.M. – Call to Order and Pledge of Allegiance**
2. **Roll Call**

3. **Recognition of Dedicated Service:** The Commission will recognize Public Member Sblend Sblendorio for his distinguished service to Alameda LAFCO over the past 20 years, including his service as Chair. His longstanding commitment, thoughtful leadership, and dedication to good governance have made a meaningful and lasting contribution to the Commission’s work and to the broader LAFCO community. The Commission extends its sincere gratitude for his many years of service and his significant contributions to the agency’s mission and success.
4. **Public Comment:** Anyone from the audience may address the Commission on any matter not listed on the agenda and within the jurisdiction of Alameda LAFCO. The Commission cannot act upon matters not appearing on the agenda. *Speakers are limited to three (3) minutes.*
5. **Appointment of Public Member (Business) –** The Alameda Local Agency Formation Commission (LAFCO) will consider the recommendation of its Ad Hoc Selection Committee on the appointment of a Public Member.
6. **Consent Items:**
  - a. Approval of Meeting Minutes: March 12, 2026 Regular Meeting
  - b. LAFCO Recorded Payments for April 2026
  - c. Quarterly Budget Report for FY 2025-2026
  - d. Proposed Contract Amendment for Chase Designs
  - e. Proposed Contract Agreement for Human Resources Consultant Services
  - f. Contract with the Paperwork Company | Executive Officer Small Contracting Authority
  - g. Commission Clerk Performance Evaluation and Salary Adjustment
  - h. Executive Officer First Amended Employment Agreement
7. **Adoption of Final Operating Budget and Work Plan for FY 2026-2027 – (Public Hearing)**

The Alameda Local Agency Formation Commission (LAFCO) will consider adopting a final budget and work plan for fiscal year 2026-2027. Both items return to the Commission following their adoption in draft form and subsequent public review period. The final budget and work plan remain unchanged from its initial draft form. The final budget expenses total \$938,142, representing an increase of \$27,287, or 3.0% from the current fiscal year. Revenues match expenses with an increase in agency contributions by \$22,287, or 3.9%, in step with a fund balance offset of \$300,000.

**LAFCO Staff Recommendation:** Staff recommends approval.

8. **Social Security Participation for Alameda LAFCO Employees – (Business)**

The Alameda Local Agency Formation Commission (LAFCO) will consider whether to continue Social Security participation for its employees or remain outside Social Security coverage while participating in the Alameda County Employees Retirement Association (ACERA).

**LAFCO Staff Recommendation:** Direct staff to maintain LAFCO’s current non-Social Security status as an independent employer and continue retirement participation through ACERA.

**9. Establishment of Ad Hoc Finance Committee – (Business)**

The Alameda Local Agency Formation Commission (LAFCO) will consider establishing an Ad Hoc Finance Committee to review draft audit reports and the methodology used for evaluating Executive Officer performance, and to appoint three Commissioners to serve on the committee.

**LAFCO Staff Recommendation:** Appoint three Commissioners to serve on the Committee.

**10. Nomination and Election of Chair and Vice Chair – (Business)**

As set forth in the Commission’s Policies and Procedures Guidelines, the Alameda Local Agency Formation Commission (LAFCO) elects its officers (Chair and Vice Chair) at the May meeting for a term of two years with the newly elected officers assuming office at the next regular Commission meeting.

**LAFCO Staff Recommendation:** Nominate and elect the Commission Chair and Vice Chair for a period of two calendar years.

**11. Matters Initiated by Members of the Commission**

**12. Executive Officer’s Report**

**13. Informational Items**

- a. Current and Pending Proposals
- b. Progress Report on Work Plan
- c. Verbal Report on CALAFCO Staff Workshop, May 6<sup>th</sup> to 8<sup>th</sup> in Pismo Beach, California

**14. Adjournment of Regular Meeting**

**Next Meetings of the Commission**

**Policy and Budget Committee Meeting**

**Thursday, June 4, 2026 at 2:00 p.m., Shannon Center Classroom, 11600 Shannon Avenue, Dublin, CA 94568**

**Regular Meeting**

**Thursday, July 9, 2026 at 2:00 p.m., Dublin City Hall, Council Chamber**

**DISCLOSURE OF BUSINESS OR CAMPAIGN CONTRIBUTIONS TO COMMISSIONERS**

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

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

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

Alameda LAFCO Administrative Office  
224 West Winton Avenue, Suite 110  
Hayward, CA 94544  
T: 510.670.6267  
W: [alamedalafco.org](http://alamedalafco.org)



# LAFCO

*Alameda* Local Agency Formation Commission

## AGENDA REPORT

May 14, 2026

Item No. 5

**TO:** Alameda Commissioners  
**FROM:** Rachel Jones, Executive Officer  
**SUBJECT:** **Appointment of Public Member**

The Alameda Local Agency Formation Commission (LAFCO) will consider the recommendation of its Ad Hoc Selection Committee on the appointment of a Public Member.

### Summary

At its March 12<sup>th</sup> special meeting, the Commission authorized staff to begin the recruitment of its Public Member Seat and establish an ad hoc selection committee that includes Commissioners Faria, Haubert, and Marchand to review applications, conduct interviews of candidates, and make a recommendation to the Commission regarding the appointment. These committee members were chosen to have representation from each of the appointing authorities.

A notice of applications for the Public Member Seat was widely distributed in February 2026. A total of three applications were received by the deadline of March 6, 2026. On April 23, 2026, the Committee interviewed the three applicants – Alternate Commissioner Bob Woerner, Griffin Beemiller and Matt Turner.

Based on the interviews, the Committee recommends the appointment of Bob Woerner as the Public Member. As a reminder, the appointment of the public member requires an affirmative vote of at least one member from each of the appointing authorities: County, City, and Special District.

### Alternatives for Action

The following alternatives are available to the Commission:

#### Alternative One (Recommended):

Appoint Bob Woerner as the Public Member.

#### Alternative Two:

Continue the item to a future meeting and provide direction to staff as needed.

Alternative Three:

Decline to make the appointment and instruct staff to create a new notice of applications for the vacant seat.

**Recommendation**

It is recommended the Commission proceed with Alternative Action One.

**Procedures**

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

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

Respectfully,



Rachel Jones  
Executive Officer

Attachments: none



# LAFCO

*Alameda* Local Agency Formation Commission

## AGENDA REPORT

May 14, 2026

Item No. 6a

**TO:** Alameda Commissioners  
**FROM:** April L. Raffel, Commission Clerk  
**SUBJECT:** **March 12, 2026 Regular Meeting Minutes**

The Alameda Local Agency Formation Commission (LAFCO) will consider draft minutes prepared for the regular meeting held on March 12, 2026. The minutes are in action-form and are being presented for formal Commission approval.

### Background

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

### Discussion

This item is for Alameda LAFCO to consider approving action minutes for the March 12, 2026, regular meeting. The attendance record for the meeting is as follows.

- All regular Commissioners were present.
- Alternate Commissioners were present except Sherry Hu (City of Dublin), Lena Tam (County of Alameda), and Bob Woerner, Public Member.

### Alternatives for Action

The following alternatives are available to the Commission:

#### Alternative One:

Approve the draft minutes prepared for Alameda LAFCO’s March 12, 2026, regular meeting. (Attachment 1) with any desired corrections or clarifications.

#### Alternative Two:

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


### Recommendation

It is recommended the Commission proceed with Alternative Action One.

## Procedures

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

Respectfully,



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April L. Raffel  
Commission Clerk

### Attachments:

1. Draft Meeting Minutes for March 12, 2026, Regular Meeting

**SUMMARY ACTION MINUTES**  
**ALAMEDA LOCAL AGENCY FORMATION COMMISSION**  
**March 12, 2026, Regular Meeting**  
**City of Dublin Council Chambers, 100 Civic Drive, Dublin, CA**

**1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

**2. ROLL CALL**

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

Regulars Present: Jack Balch, City of Pleasanton  
Mariellen Faria, Eden Township Healthcare District  
David Haubert, County of Alameda\*  
Ralph Johnson, Castro Valley Sanitary District (Chair)  
John Marchand, City of Livermore (Vice Chair)  
Nathan Miley, County of Alameda (arrived at 2:15 p.m.) \*  
Sblend Sblendorio, Public Member

Alternates Present: Peter Rosen, Hayward Area Recreation and Park District\*

Members Absent: Sherry Hu, City of Dublin (alternate)  
Lena Tam, County of Alameda (alternate)  
Bob Woerner, Public Member (alternate)

\*Attended by videoconference.

Due to health-related reasons, Commissioner Rosen participated remotely under the Brown Act as amended by SB361 (Government Code § 54953(e)).

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

**3. PUBLIC COMMENT:**

Chair Johnson invited public comments on any matter not listed on the agenda and within the jurisdiction of the Commission. No public comments were received.

**4. CONSENT ITEMS**

**Item 4a**

**Approval of Meeting Minutes for February 4, 2026, Special Meeting**

The item presented to approve the draft action minutes prepared for the Commission's special meeting on February 4, 2026. Recommended approval.

**Item 4b**

**Approval of the LAFCO Recorded Payments for February 2026**

The item presented to approve the LAFCO Recorded Payments for February 2026. Recommended approval.

**Item 4c**

**Approval of the Quarterly Budget Report for FY 2025-2026**

The item presented to approve the Quarterly Budget Report for FY 2025-2026. Recommended approval.

**Item 4d**

**Approval of the Proposed Amendments to Commissioner Stipend Policy and Bylaws**

The item presented to approve the proposed amendments to Commissioner Stipend Policy and Bylaws. Recommended approval.

Chair Johnson asked if the Commissioners would like to pull any consent items for discussion.

Commissioner Marchand made a motion, seconded by Commissioner Faria, to approve the consent calendar. A roll call vote was requested.

AYES: Balch, Faria, Haubert, Johnson, Marchand, and Sblendorio  
NOES: None  
ABSENT: Miley  
ABSTAIN: None

The motion was approved 6-0.

**5. LAFCO Report on Water Agencies and Resiliency- (Business)**

Executive Officer Jones presented the Commission's consideration of a consultant report titled "*Facing the Future: Alameda County Water Agencies Focus on Resilience and Reuse.*" Consultant Eric Rosenblum provided a PowerPoint overview of the report, which examines regional collaboration opportunities among Alameda County water and wastewater agencies in response to challenges such as climate change, regulatory requirements, infrastructure needs, and long-term water reliability. The report evaluates current conditions, incorporates input from agency managers, and includes recommendations to support ongoing dialogue on regional water resilience strategies. Staff recommended that the Commission approve the report, authorize its distribution to Alameda County water, wastewater, and stormwater agencies, and use its findings to support future regional coordination and planning efforts.

Chair Johnson invited public comments. There was one public comment to address the Commission from the following person:

- Kelly Abreu, Fremont Resident

Chair Johnson invited a Commission discussion. Commission discussion continued.

Chair Johnson made a motion, seconded by Commissioner Marchand, to approve the report and authorize staff to distribute the report to Alameda County water, wastewater, and stormwater agencies and utilize the findings to support future regional coordination and planning efforts. The motion also directed staff to coordinate with Alameda County Special Districts Association (ACSDA) and return to the Commission within 6 to 8 months with an action plan for establishing a countywide approach for Alameda County. A roll call was requested.

AYES: Balch, Faria, Johnson, Marchand, Miley, and Sblendorio  
NOES: None  
ABSENT: Haubert  
ABSTAIN: None

The motion was approved 6-0.

**6. ESTABLISH AD HOC PUBLIC MEMBER SELECTION COMMITTEE – (Business)**

Executive Officer Jones reported that the Commission considered directing the Chair to establish an Ad Hoc Selection Committee for its Public Member seat, which was set to expire in May 2026. Staff recommended approval.

The Commission appointed City Member Marchand, County Member Haubert, and Special District Member Faria to the Ad Hoc Committee for the Public Member selection process.

Chair Johnson invited a Commission discussion. Commission discussion continued.

Chair Johnson invited public comments. There was one public comment to address the Commission from the following person:

- Kelly Abreu, Fremont Resident

Commission discussion continued.

Chair Johnson made a motion, seconded by Commissioner Balch, to approve Commissioners Marchand, Haubert, and Faria to serve on the Ad Hoc Committee. A roll call vote was requested.

AYES: Balch, Faria, Johnson, Marchand, Miley, and Sblendorio  
NOES: None  
ABSENT: Haubert  
ABSTAIN: None

The motion was approved 6-0.

- 7. DRAFT OPERATING BUDGET AND WORK PLAN FOR FY 2026-27 – (Public Hearing)**  
Executive Officer Jones presented the draft Fiscal Year 2026–2027 budget and work plan for Commission consideration, with final action anticipated at the next regular meeting. Proposed expenditures total \$938,142, an increase of \$27,287 (3.0%) over the current fiscal year. Revenues are balanced with expenditures, including a \$22,287 (3.9%) increase in agency contributions and a \$300,000 fund balance offset, consistent with the prior year and reflecting a \$5,000 increase. Staff recommended approval.

Chair Johnson invited public comments. There were none.

Chair Johnson invited a Commission discussion. Commission discussion continued.

Commissioner Sblendorio made a motion, seconded by Commissioner Faria, to adopt the item, followed by a formal public review and comment period, with final action scheduled for the next regular meeting on May 14, 2026. A roll call vote was requested.

AYES: Balch, Faria, Johnson, Marchand, Miley, and Sblendorio  
NOES: None  
ABSENT: Haubert  
ABSTAIN: None

The motion was approved 6-0.

**8. MATTERS INITIATED BY MEMBERS OF THE COMMISSION**

- None

**9. EXECUTIVE OFFICER REPORT**

- None

**10. INFORMATIONAL ITEMS**

- a. Current and Pending Proposals
- b. Progress Report on Work Plan
- c. CALAFCO Governance Update by Commissioner Rosen
- d. CALAFCO Staff Workshop, May 6-8<sup>th</sup> in Pismo Beach, California
- e. Form 700: Due April 1
- f. Commissioners with terms ending May 2026
  1. Sblend Sblendorio
  2. Lena Tam

Legal Counsel Summers advised that the Commission would convene in closed session to conduct a public employee performance evaluation of the Executive Officer and to confer with the agency's negotiator, the Chair, and the Commission. In accordance with the Brown Act, the Chair invited public comments on the closed session item prior to recessing into closed session. No public comments were received.

**11. CLOSED SESSION – CONFERENCE WITH LABOR NEGOTIATIONS**

- **Public Employee Performance Evaluation**

Agency Negotiator: Chair Johnson

Title: Executive Officer

Unrepresented Employee: Executive Officer

Legal Counsel Summers reported that the Chair and the Commission met in closed session to confer with labor negotiators regarding the public employee performance evaluation of Executive Officer Jones. Directions were provided, and no reportable action was taken.

**12. ADJOURNMENT OF REGULAR MEETING**

Chair Johnson adjourned the meeting at 3:46 p.m.

**Next Meetings of the Commission**

**Policy and Budget Committee Meeting**

**Thursday, April 2, 2026, at 2:00 p.m., Dublin City Hall, Bray Community Room**

**Regular Meeting**

**Thursday, May 14, 2026, at 2:00 p.m., Dublin City Hall, Council Chamber**

I hereby attest the minutes above accurately reflect the Commission's deliberations at its March 12, 2026, regular meeting.

ATTEST,



April L. Raffel  
Commission Clerk



# LAFCO

*Alameda* Local Agency Formation Commission

## AGENDA REPORT

May 14, 2026

Item No. 6b

**TO:** Alameda Commissioners

**FROM:** Rachel Jones, Executive Officer

**SUBJECT: LAFCO Recorded Payments for April 2026**

The Alameda Local Agency Formation Commission (LAFCO) will receive a financial report detailing vendor payments for April 2026. The report reflects total expenditures of \$35,343, all of which were authorized by the Commission and are consistent with the adopted budget. Staff recommends that the Commission ratify these payments, with the option to pull the item for discussion upon request.

### Background

Alameda LAFCO’s Financial and Accounting Policies assign the Executive Officer responsibility for maintaining appropriate accounting controls over all Commission financial transactions. In accordance with these policies, the Executive Officer reports recorded payments to the Commission for review at each regular meeting.

### Discussion

Expenses recorded for April 2026 of vendor payments total \$35,343 as shown in Attachment 1.

### Alternatives for Action

The following alternatives are available to the Commission:

Alternative One (Recommended):

Ratify the recorded payments for April 2026 as shown in Attachment 1.

Alternative Two:

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

Alternative Three:

Take no action.

## **Recommendation**

It is recommended the Commission proceed with Alternative Action One.

## **Procedures**

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

Respectfully,



Rachel Jones  
Executive Officer

## **Attachments:**

1. Alameda LAFCO Transaction Details for April 2026

## Transaction List by Date

## Alameda Local Agency Formation Commission

April 1-30, 2026

DATE	TRANSACTION TYPE	NUM	POSTING (Y/N)	NAME	MEMO	ACCOUNT FULL NAME	ACCOUNT FULL NAME	AMOUNT
04/02/2026	Check	10059	Yes	County of Alameda GSA		Fremont Bank Checking	6-3000 Administrative Expenses:6-3500 Office Lease/Rent	-2,400.00
04/03/2026	Check	eft	Yes	ADP		Fremont Bank Checking	6-1000 Salaries & Benefits:6-1500 Payroll Services Fees	-97.52
04/03/2026	Check	eft	Yes	Payroll		Fremont Bank Checking		-8,101.97
04/03/2026	Check	eft	Yes	Payroll Taxes		Fremont Bank Checking		-4,097.97
04/13/2026	Check	10060	Yes	Special District Risk Management Authority		Fremont Bank Checking	6-1000 Salaries & Benefits:6-1300 Other Employee Benefits	-5,655.60
04/13/2026	Check	10061	Yes	County of Alameda		Fremont Bank Checking	6-2000 Outside Services:6-2900 County Services	-501.41
04/13/2026	Check	10062	Yes	Colantuono, Highsmith & Whatley, PC		Fremont Bank Checking	6-2000 Outside Services:6-2200 Legal Services	-1,181.00
04/13/2026	Check	10063	Yes	Tri-Valley Televison		Fremont Bank Checking	6-2000 Outside Services:6-2800 Misc. Services	-500.32
04/13/2026	Check	10064	Yes	GRM		Fremont Bank Checking	6-3000 Administrative Expenses:6-3400 Records Retention	-46.80
04/15/2026	Check	eft	Yes	EDD		Fremont Bank Checking	6-1000 Salaries & Benefits:6-1400 Payroll Tax	-490.00
04/23/2026	Check	eft	Yes	ADP		Fremont Bank Checking	6-1000 Salaries & Benefits:6-1500 Payroll Services Fees	-48.76
04/24/2026	Check	eft	Yes	Payroll		Fremont Bank Checking		-8,101.98
04/24/2026	Check	eft	Yes	Payroll Taxes		Fremont Bank Checking		-4,097.96
04/30/2026	Check	eft	Yes	Fremont Bank		Fremont Bank Checking	6-3000 Administrative Expenses:6-3900 Bank Fees	-21.32
<b>TOTAL</b>								<b>-</b>
								<b>\$35,342.61</b>



# LAFCO

*Alameda* Local Agency Formation Commission

## AGENDA REPORT

May 14, 2026

Item No. 6c

**TO:** Alameda Commissioners

**FROM:** Rachel Jones, Executive Officer

**SUBJECT: Budget Update for Fiscal Year 2025-2026**

The Alameda Local Agency Formation Commission (LAFCO) will review a report comparing budgeted to actual transactions through the third quarter of fiscal year 2025-2026. Actual expenses processed through the first ten months totaled \$582,654, an amount representing 64% of the budgeted total with 83% of the fiscal year complete. The report is being presented to the Commission to accept and file and provide direction to staff as needed.

### Information

Alameda LAFCO’s adopted budget for 2025-2026 totals \$910,855. This amount represents the total approved operating expenditures for the fiscal year divided between three active expense units: salaries and benefits; services and supplies; and internal services. A matching revenue total was also budgeted to provide a balanced budget and with the purposeful aid of a planned \$295,000 transfer from reserves. Budgeted revenues are divided amongst three active units: intergovernmental contributions, application fees, and investments.

### Discussion

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

Budgeted Expenses FY 25-26	Budgeted Revenues FY 25-26	Budgeted Year End Balance FY 25-26
\$910,855	\$910,855	\$0

### Summary of Operating Expenses

The Commission’s budgeted operating expense total for 2025-2026 is \$910,855. Actual expenses processed through the first ten months totaled \$582,654, an amount representing 64% of the budgeted total with 83% of the fiscal year complete. Actuals through the first ten months and related analysis suggest the Commission is ahead of finishing the fiscal year with a balanced budget. A discussion of budgeted and actual expenses through the first ten months and related year-end projections follows.

Expense Units	Adopted	Actuals	Percent Expended	Remaining Balance
Salaries and Benefits	549,694	398,596	72.5%	151,098
Professional, Admin, Education	361,161	184,058	51%	177,103
	\$910,855	\$582,654	64%	\$328,201

### Staffing Unit

The Commission budgeted \$549,694 in Salaries and Benefits Unit for 2025-2026. Through the first ten months, the Commission’s estimated expenses within the affected accounts totaled \$398,596 or 72.5% of the budgeted amount. It is projected the Commission will finish the fiscal year with actuals equal to the budgeted amount.

### Professional, Administrative, and Educational Services

The Commission budgeted \$361,161 in the Professional, Administrative, and Education Unit for 2025-2026 to provide funding for support services and supplies necessary to operate Alameda LAFCO. Through the first ten months, the Commission’s actual expenses within the affected 22 accounts totaled \$184,058, or 51% of the budgeted amount.

### Summary of Operating Revenues

The Commission budgeted operating revenue total for 2025-2026 at \$910,855. Actual revenues collected through the first ten months totaled \$586,189. This amount represents 64.4% of the budgeted total with 83% of the fiscal year complete. A summary comparison of budgeted to actual operating revenue follows.

Revenue Units	Adopted	Actuals	Percent Expended	Remaining Balance
Agency Contributions	572,855	572,855	100%	0
Application Fees	30,000	4,925	16.4%	25,075
Interest	13,000	8,409	64.7%	4,591
Fund Balance Offset	295,000	0	0%	295,000
	\$910,855	\$586,189	64.4%	\$324,666

### **Agency Apportionments**

The Commission budgeted \$572,855 in the Agency Apportionments Unit for 2025-2026. This total budgeted amount was to be divided into three equal shares at \$190,952 and invoiced among the County of Alameda, 14 cities, and 15 independent special districts as provided under State statute. Alameda LAFCO has received payments from all funding agencies.

### **Application Fees Unit**

The Commission budgeted \$30,000 in the Application Fees Unit for 2025-2026. Through the first ten months, LAFCO has collected \$4,925.

### **Interest Unit**

The Commission budgeted \$13,000 in the Interest Unit for 2025-2026. Through the first ten months, \$8,409 has been collected in this unit by the County Treasurer.

### **Alternatives for Action**

The following alternatives are available to the Commission:

#### Alternative One (Recommended):

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

#### Alternative Two:

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

#### Alternative Three:

Take no action.

### **Recommendation**

It is recommended the Commission proceed with Alternative Action One.

### **Procedures**

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

Respectfully,

A handwritten signature in blue ink, appearing to read "Rachel Jones", written in a cursive style.

Rachel Jones  
Executive Officer

Attachments:

1. 2025-2026 General Ledger through April 30, 2026

# ALAMEDA LOCAL AGENCY FORMATION COMMISSION

Regional Service Planning | Subdivision of the State of California

Expenses		FY 2023-2024		FY 2024-2025		FY 2025-2026			
		Adopted	Actuals	Adopted	Actuals	Adopted	Year-to-Date As of 04.30.26		Difference
Account	Description								
<b>6-1000</b>	<b>Salary and Benefit Costs</b>								
6-1100	Salaries	292,488	258,028	320,565	288,600	353,565	322,781	(30,784)	91.3%
6-1200	Retirement					98,998	38,902	(60,096)	39.3%
6-1300	Other Employee Benefits						-	-	-
6-1400	Payroll Taxes					35,556	7,410	(28,146)	20.8%
6-1500	Payroll Fees					1,875	427	(1,448)	22.8%
6-1600	Group Insurance					58,200	28,077	-	48.2%
6-1700	Unemployment Insurance						-	-	-
6-1800	Workers Comp Insurance					1,500	999	(501)	66.6%
		<b>424,519</b>	<b>387,628</b>	<b>464,819</b>	<b>447,967</b>	<b>549,694</b>	<b>398,596</b>	<b>(151,098)</b>	<b>72.5%</b>
<b>6-2000</b>	<b>Professional Services</b>								
6-2100	Planning Services	5,000	-	5,000	-	5,000	-	-	-
6-2200	Legal Services	20,000	18,252	20,000	-	35,000	14,144	(20,857)	40.4%
6-2300	Bookkeeping	-	-	-	-	15,000	1,570	(13,430)	-
6-2400	S.A.L.C. Grant Charges	-	-	-	-	-	-	-	-
6-2500	County Services	500	28,874	500	500	500	16,971	16,471	3394.2%
6-2600	Audit Services	10,000	-	10,000	10,000	10,000	11,400	1,400	114.0%
6-2700	Information Technology	27,000	22,080	28,000	28,000	28,000	12,585	(15,415)	44.9%
6-2800	Consultants	160,000	219,027	200,000	200,000	200,000	68,812	(131,188)	34.4%
6-2900	Communications	-	-	-	-	5,000	1,978	(3,022)	39.6%
<b>6-3000</b>	<b>Administrative Services</b>								
6-3100	Office Supplies	3,000	2,087	3,000	1,000	3,000	630	(2,370)	21.0%
6-3200	Postage	500	-	500	-	500	35	(465)	7.0%
6-3300	Copier	500	-	500	-	500	-	-	-
6-3400	Records Retention	350	178	360	360	375	280	(95)	74.8%
6-3500	Office Lease/Rent	50,550	10,841	50,550	15,500	18,500	9,759	(8,741)	52.8%
6-3600	General Liability	3,300	3,300	3,300	3,300	4,500	6,838	2,338	151.9%
6-3700	Fees/Special Departmental	2,000	297	2,000	2,000	2,000	11,887	-	-
6-3800	Public Notices	2,500	2,959	3,000	1,500	3,000	797	(2,203)	26.6%
6-3900	Office Equipment	-	-	-	-	-	-	-	-
<b>6-4000</b>	<b>Education and Travel</b>								
6-4100	Commissioner Stipends	9,000	9,265	10,000	10,000	10,000	7,250	(2,750)	72.5%
6-4200	Mileage and Travel	1,300	1,493	2,000	1,000	2,500	836	(1,664)	33.4%
6-4300	Memberships	12,221	12,221	12,509	12,509	14,786	14,786	0	100.0%
6-4400	Traing and Workshops	2,500	6,493	2,500	2,500	3,000	3,500	500	116.7%
		<b>310,221</b>	<b>337,367</b>	<b>353,719</b>	<b>288,169</b>	<b>361,161</b>	<b>184,058</b>	<b>(177,103)</b>	<b>51.0%</b>
<b>Contingencies</b>		<b>50,000</b>				<b>0</b>	<b>0</b>		
<b>EXPENSE TOTALS</b>		<b>784,740</b>	<b>724,995</b>	<b>818,538</b>	<b>736,136</b>	<b>910,855</b>	<b>582,654</b>	<b>(328,201)</b>	<b>64.0%</b>

Revenues		FY 2023-2024		FY 2024-2025		FY 2025-2026				
Account	Description					Adopted	Year-to-Date As of 04.30.26			
<b>4-1000</b>	<b>Agency Contributions</b>									
4-1100	County of Alameda	160,913	160,913.25	169,513	169,513	190,952	190,952	-	100.0%	
4-1200	Cities	160,913	160,913.25	169,513	169,513	190,952	190,952	-	100.0%	
4-1300	Special Districts	160,913	160,913.25	169,513	169,513	190,952	190,952	-	100.0%	
		<b>482,740</b>	<b>482,740</b>	<b>508,538</b>	<b>508,538</b>	<b>572,855</b>	<b>572,855</b>	0	100.0%	
<b>4-2000</b>	<b>Service Charges</b>									
4-2100	Application Fees	30,000	10,650	30,000	10,750	30,000	4,925	(25,075)	16.4%	
4-2200	SALC Grant Funds		102,224							
<b>8-1000</b>	<b>Investments</b>									
8-1100	Interest	7,000	50,048	10,000	13,500	13,000	8,409	(4,591)	64.7%	
<b>Fund Balance Offset</b>		265,000	265,000	270,000	270,000	295,000	0	(295,000)	0.0%	
	<b>REVENUE TOTALS</b>	<b>784,740</b>	<b>910,662</b>	<b>818,538</b>	<b>802,788</b>	<b>910,855</b>	<b>586,189</b>	<b>(324,666)</b>	<b>64.4%</b>	
<b>OPERATING NET</b>		0	185,667	(0)	66,652	(0)	3,535			
<b>UNRESTRICTED FUND BALANCE</b>			376,975		443,627					
As of June 30th										



# LAFCO

*Alameda* Local Agency Formation Commission

## AGENDA REPORT

May 14, 2026

Item No. 6d

**TO:** Alameda Commissioners

**FROM:** Rachel Jones, Executive Officer

**SUBJECT: Proposed Contract Amendment for Chase Design**

The Alameda Local Agency Formation Commission (LAFCO) will consider approving a proposed contract amendment with Chase Design to increase the contract amount by \$10,000 and extend the agreement for an additional two-year period. The proposed amendment would allow Chase Design to continue providing existing professional graphic design and branding services to the Commission. There is no change in the scope of services under the proposed amendment. Staff recommends approval with review of contract terms from legal counsel prior to final execution.

### Background

Alameda LAFCO has retained Chase Design since September 17, 2021, to provide professional branding and graphic design services. The firm has assisted the Commission with development of branding materials and related communication products, including LAFCO’s logo and local agency directory. Chase Design has developed familiarity with the Commission’s branding needs and has provided services consistent with Alameda LAFCO’s public outreach objectives.

### Discussion

Staff recommends approval of a contract amendment with Chase Design to extend the term of the agreement by an additional two years and increase the not-to-exceed compensation by \$10,000. The proposed amendment would allow the Commission to continue using Chase Design on an as-needed basis for the same general services already being provided. No change in scope is proposed.

Staff believes there is value in continuing the working relationship with Chase Design given the firm’s familiarity with Alameda LAFCO’s branding, prior work product, and understanding of government-focused design needs. The proposed increase is intended to provide sufficient capacity for anticipated work during the extended term.

Prior to final execution, staff requests that legal counsel review the contract terms associated with the amendment.

## **Alternatives for Action**

The following alternatives are available to the Commission:

### Alternative One (Recommended):

Approve the contract amendment with Chase Design to increase the contract amount by \$10,000 and extend the agreement for an additional two-year period, with no change in scope, and authorize legal counsel to review the contract terms prior to execution.

### Alternative Two:

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

### Alternative Three:

Take no action.

## **Recommendation**

It is recommended the Commission proceed with Alternative Action One.

## **Procedures**

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

Respectfully,



Rachel Jones  
Executive Officer

### Attachments:

1. Proposed Third Contract Amendment with Chase Designs
2. Contract Agreement with Chase Designs

### THIRD AMENDMENT TO AGREEMENT

This Third Amendment to Agreement (“Third Amendment”) is made by and between the Alameda Local Agency Formation Commission (LAFCO) and Chase Design, Inc., (“Contractor”) with respect to that certain agreement entered by them on September 17, 2021 and that certain First Amendment to Contract dated March 10, 2022, and that certain Second Amendment to Agreement effective April 30, 2023 (collectively referred to herein as “the Agreement”) pursuant to which Chase Design provides professional branding services related to the completion of Alameda LAFCO’s flyers, brochures, pamphlets, and graphic designs.

WHEREAS, pursuant to the Agreement, the CONTRACT PERIOD is from September 17, 2021 through April 30, 2026. This Agreement may be extended for an additional twenty-four month period, if mutually agreed by both parties hereto, in writing not less than thirty (30) days prior to the expiration of this Agreement.

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

Said Agreement is hereby amended as follows:

1. The term of the Agreement expired on April 30, 2028. The parties mutually agree that more time is necessary to complete the projects. Therefore, the parties mutually agree to extend the current term for two additional years from the current end date of April 30, 2028.
2. The term of the Agreement shall be amended to extend the end date April 30, 2026 to April 30, 2028.
3. Both parties agree to increase the contract amount by an additional \$10,000, for a total revised not-to-exceed amount of \$16,000.
4. Exhibit A-1 remains unchanged.

This amendment is effective April 30, 2026. Except as specifically amended, the remaining provisions of the Agreement 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

Chase Design

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

By: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
(Printed)

Title: \_\_\_\_\_

Date: \_\_\_\_\_  
Address:  
2011 Palomar Airport Road, Suite 304  
Carlsbad, CA 92011

Approved as to Form:

By: \_\_\_\_\_  
Matt Summers, LAFCO Legal Counsel

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 \*\*\* day of \*\*\*\*\*, by and between the ALAMEDA LOCAL AGENCY FORMATION COMMISSION, a public agency of the State of California, hereafter called the "Alameda LAFCO", and Chase Design, Inc. a business duly qualified in the State of California, whose principal place of business 7965 Camino Alvaro, Carlsbad, CA 92009, is hereafter called the "Contractor."

**WITNESSETH**

WHEREAS, the Alameda LAFCO desires to obtain professional consulting services for a new logo that is a part of LAFCO's workplan for fiscal year 2021-2022 and the proposal can be viewed in Exhibit A attached hereto ("Services"); and

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

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

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

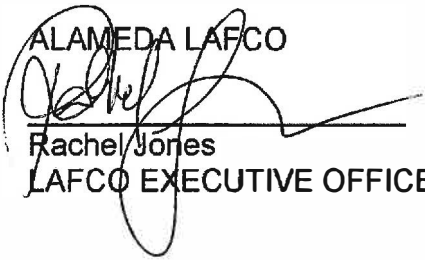
- Exhibit A            Scope of Services
- Exhibit B            Payment Terms
- Exhibit C            Insurance Requirements

CONTRACT PERIOD will be a continuance from September 17, 2021 through April 30, 2022. This Agreement may be extended by mutual agreement of both parties hereto, in writing not less than thirty (30) days prior to the expiration of this Agreement.

COMPENSATION: The Alameda LAFCO agrees to pay Contractor, pursuant to the terms set forth in Exhibit B, for services performed hereunder in a total amount not to exceed \$5,000 for the term of the current agreement, including all expenses, contingencies, and other miscellaneous expenses.

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

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

By: ALAMEDA LAFCO  
  
Rachel Jones  
LAFCO EXECUTIVE OFFICER

CONTRACTOR  
Chris Chase  
\_\_\_\_\_  
CONTRACTOR

By:   
\_\_\_\_\_

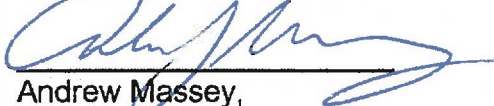
Title

7965 Camino Alvaro  
Carlsbad, CA 92009

Address

Tax Payer I.D. # 830488359

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Andrew Massey,  
LAFCO LEGAL COUNSEL

I hereby certify under penalty of perjury that the Executive Officer of the Alameda LAFCO was duly authorized to execute this document on behalf of the Alameda LAFCo by its Small Contracting Authority Policy on September 17, 2021.

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Alameda LAFCO  
County of Alameda  
State of California

By: \_\_\_\_\_

## ADDITIONAL PROVISIONS

1. **EMPLOYER/EMPLOYEE RELATIONSHIP:** No relationship of employer and employee is created by this Agreement, it being understood that Contractor shall act hereunder as an independent Contractor; that Contractor shall not have any claim under this Agreement or otherwise against the Alameda LAFCO for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, retirement benefits, Social Security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind; that Contractor shall be solely liable for and obligated to pay directly all applicable taxes, including, but not limited to, Federal and State income taxes, and in connection therewith Contractor shall indemnify and hold the Alameda LAFCO harmless from any and all liability which the Alameda LAFCO may incur because of Contractor's failure to pay such taxes; that Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of the Alameda LAFCO is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the agency concerned. Notwithstanding the foregoing, if the Alameda LAFCO determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, the Alameda LAFCO shall, upon two weeks notice to Contractor withhold from the payments to Contractor hereunder federal and state income taxes and pay said sums over to the Federal and State governments.
  
2. **HOLD HARMLESS/INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify Alameda LAFCO, its Commissioners, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. Alameda LAFCO may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to Alameda LAFCO, including defense costs, and shall not be limited by any insurance limits.
  
3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with Alameda LAFCO maintain in force those insurance policies as designated in the attached Exhibit C, "Insurance Requirements," and will comply with all those requirements as stated herein.
  
4. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from the Alameda LAFCO any costs, settlements, or expenses of Workers' Compensation claims arising out of this agreement.
  
5. **CONFORMITY WITH LAW AND SAFETY:**
  - A. Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services or any part hereof, including all provisions of the Occupational Safety and Health Act of 1979 and all amendments thereto, and

all applicable federal, state, municipal, and local safety regulations. All services performed by Contractor must be in accordance with these laws, ordinances, codes and regulations. Contractor shall indemnify and hold Alameda LAFCO harmless from any and all liability, fines, penalties and consequences from any noncompliance or violations of such laws, ordinances, codes and regulations. If a provision of this Agreement is found to be invalid, the parties legally, commercially, and practicably can continue this Agreement without that provision, and the remainder of this Agreement shall continue in force and effect unless an essential purpose of this Agreement would be defeated by the loss of such provision. In the event any of the terms, conditions, or provisions of this Agreement are held to be illegal or otherwise unenforceable, such term, condition or provision shall be deemed severable from the remainder of this Agreement and shall not cause any other part or provision of this Agreement to be illegal or unenforceable.

- B. **Accidents:** If death, serious personal injury or substantial property damage occurs in connection with the performance of this agreement, Contractor shall immediately notify Alameda LAFCO by telephone. Contractor shall promptly submit to Alameda LAFCO a written report, in such form as may be required by Alameda LAFCO of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's subcontractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of accident and whether any of LAFCO's equipment, tools, material, or staff were involved. Contractor further agrees that it shall take all reasonable steps to preserve all physical evidence and information which may be relevant to accidents or circumstances surrounding a potential claim, while maintaining public safety. Contractor shall provide Alameda LAFCO the opportunity to review and inspect such evidence, including the scene of the accident.
6. **PAYMENT:** Payment to Contractor will be made only upon presentation of proper invoice by Contractor subject to the approval of Alameda LAFCO, and in accordance with this Agreement and its Exhibit B.
7. **ROYALTIES AND INVENTIONS:** The Alameda LAFCO shall have a royalty-free, exclusive and irrevocable license to reproduce, publish and use the results produced in the course of or under this Agreement; and Contractor shall not publish any such material relating to Alameda LAFCO without prior consent of Alameda LAFCO.
8. **CONFIDENTIALITY OF INFORMATION:** Confidential information is defined as all information disclosed to Contractor which relates to Alameda LAFCO's past, present, and future activities, as well as activities under this Agreement. Contractor will hold all such information with the same degree of care which Contractor utilizes to protect its own data of a similar nature. Upon cancellation or expiration of this Agreement, Contractor will return to Alameda LAFCO all written or descriptive matter which contains any such confidential information.
9. **CONFLICT OF INTEREST:** No officer, member, or employee of Alameda LAFCO and no member of its governing body shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof. No Contractor, nor any member of Contractor's family shall serve on the Alameda LAFCO, or hold any such position which either by rule, practice or action nominates, recommends, or supervises Contractor's operations, or authorizes funding to Contractor. Contractor shall immediately bring to Alameda LAFCO's attention any situation in which its client has, or is reasonably likely to have an application or other matter pending before Alameda LAFCO. The

provisions of this Agreement are not exclusive, and thus Alameda LAFCO may at its discretion appoint a different firm to serve as its consultant in the event of a conflict. Contractor agrees not to assign any of the key personnel identified in Exhibit A to any matter that is, or is likely to be pending before Alameda LAFCO regardless of whether Alameda LAFCO in its discretion decides to hire another firm to avoid a conflict.

10. **USE OF ALAMEDA LAFCO PROPERTY:** Contractor shall not use Alameda LAFCO premises or property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
11. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES/PROVISIONS:** Contractor assures that it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
  - A. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
  - B. Contractor shall, if requested to so do by Alameda LAFCO, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
  - C. If requested to do so by Alameda LAFCO, Contractor shall provide Alameda LAFCO with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.
  - D. Contractor shall recruit vigorously and encourage minority- and women-owned businesses to bid its subcontracts.
  - E. Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
  - F. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.
12. **ASSIGNMENT OF CONTRACT:** Nothing contained in this Agreement shall be construed to permit assignment or transfer by Contractor of any rights under this Agreement and such assignment or transfer is expressly prohibited and void unless otherwise approved in writing by Alameda LAFCO.
13. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with Alameda LAFCO's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code section 812, including marijuana, heroin, cocaine, and amphetamines, at any LAFCO facility or work site. If Contractor or any employee of Contractor is convicted or pleads

nolo contendere to a criminal drug statute violation occurring at an Alameda LAFCO facility or work site, the Contractor within five days thereafter shall notify the Executive Officer of Alameda LAFCO. Violation of this provision shall constitute a material breach of this Agreement.

14. **FEDERAL AND STATE AUDITS:** Until the expiration of five (5) years after the furnishing of any services pursuant to this Agreement, Contractor shall make available, upon written request, to the Federal/State government or any of their duly authorized representatives, this Agreement, and such books, documents, and records of Contractor that are necessary to certify the nature and extent of the reasonable cost of services to Alameda LAFCO. If Contractor enters into any Agreement with any related organization to provide services pursuant to this Agreement with value or cost of \$10,000 or more over a twelve-month period, such Agreement shall contain a clause to the effect that until the expiration of five years after the furnishing of services pursuant to such subcontract, the related organization shall make available, upon written request, to the Federal/State government or any of their duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of such costs. This paragraph shall be of no force and effect when and if it is not required by law. Alameda LAFCO shall have access to Contractor's financial records for purposes of auditing payments made to Contractor hereunder. Such records shall be complete and available for audit ninety (90) days after final payment is made to Contractor hereunder and shall be retained and available for audit purposes for five (5) years after said final payment hereunder.
15. **TIME IS OF THE ESSENCE** in each and all of the provisions of this agreement.
16. **AMENDMENT:** No change, alteration, variation, modification of the terms, termination or discharge of this Agreement shall be valid unless made in writing and signed by the parties hereto.
17. **ASSURANCE OF PERFORMANCE:** If at any time Alameda LAFCO believes Contractor may not be adequately performing its obligations under this Agreement, that Contractor may fail to complete the Services as required by this Agreement, or has provided written notice of observed deficiencies in Contractor's performance, Alameda LAFCO may request from Contractor prompt written assurances of performance and a written plan to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of receipt of Alameda LAFCO's written request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide written assurances and a written plan to correct observed deficiencies, in the required time, to diligently commence and fully perform such written plan, is a material breach under this Agreement.
18. **KEY PERSONNEL:** Contractor shall identify himself as key personnel assigned to perform services in Exhibit A and obtain Alameda LAFCO approval of any substitution by the Contractor of key personnel.
19. **SUBCONTRACTORS:** Contractor shall identify and obtain Alameda LAFCO approval of all subcontractors. Nothing provided herein shall create any obligation on the part of Alameda LAFCO to pay or to see to the payment by Contractor of any monies to any subcontractor, supplier or vendor, nor create any relationship in contract or otherwise, express or implied between any such subcontractor, supplier or vendor and Alameda LAFCO. Approval by Alameda LAFCO of any subcontractor shall not constitute a waiver of any right of Alameda LAFCO to reject defective work, material or equipment, not in compliance with the requirements of this Agreement.

20. **CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws, and its courts shall have jurisdiction (but not exclusive jurisdiction) to hear and determine all questions relating to this Agreement.
21. **WAIVER:** Any failure of a party to assert any right under this Agreement shall not constitute a waiver or a termination of that right, under this Agreement or any provisions of this Agreement.
22. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire Agreement between Alameda LAFCO and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
23. **TERMINATION:** Alameda LAFCO may terminate this Agreement with or without cause by providing thirty (30) days notice, in writing, to the Contractor. Upon the expiration of said notice, this Agreement shall become of no further force or effect whatsoever and each of the parties hereto shall be relieved and discharged here from. Alameda LAFCO may terminate at any time without notice upon material breach of the terms of this Agreement and/or in the event that Alameda LAFCO determines that the Contractor's performance is substandard or unsatisfactory.
24. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination or expiration of the Agreement, including without limitation, the obligations regarding Hold Harmless/Indemnification (paragraph 2), Confidentiality of Information (paragraph 9), and Conflict of Interest (paragraph 10), shall survive termination or expiration.
25. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:
  - **Personal delivery:** When personally delivered to the recipient, notices are effective on delivery.
  - **First Class Mail:** When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.
  - **Certified Mail:** When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.
  - **Overnight Delivery:** When delivered by overnight delivery (Federal Express/United Parcel Service/DHL WorldWide Express/etc.) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.
  - **Telex or facsimile transmission:** When sent by telex or fax to the last telex or fax number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given

by telex or fax shall be deemed received on the next business day if is received after 5:00 p.m. (recipients time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To LAFCO:                    Alameda LAFCO  
                                     224 West Winton, Suite 110  
                                     Hayward, CA 94544

To Contractor:             Chase Design, Inc.  
                                     7965 Camino Alvaro  
                                     Carlsbad, CA 92009

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

**[END OF ADDITIONAL PROVISIONS]**

## **EXHIBIT A - SCOPE OF SERVICES**

**Kick off meeting:** The Contractor will gather info on the logo so we know the direction we need to go.

**Research:** The Contractor will do research to try and capture the feeling LAFCO wants the new brand to convey. In the research stage the Contractor will also do a font study to be sure we capture the exact font for the brand. Sometimes the Contractor will even do custom typography, so the font research is a must to determine the direction of the brand.

**Black & White Concepts:** Usually 2-3 concepts are made to present based on our research and internal sketches by November 30, 2021.

**Color Concepts:** Usually 2-3 concepts are made to present based on the approved black & white concepts by December 30, 2021.

**Final Delivery of Logo:** Based on the last round of the color concepts by January 31, 2022.

**Final Delivery of an Identity Doc and logo files by March 31, 2022:** I've attached a sample of an Identity Doc in the email the Contractor will put together for you once the logo project is done.

**Chris Chase - Creative Director: \$150 /hour**

**EXHIBIT B – CONTRACT PAYMENT TERMS**

1. The Alameda LAFCO will pay Contractor for services provided herein, upon submittal of an invoice and summary report of services performed pursuant to this agreement. All services will be performed at the direction of, and with the prior authorization of, the LAFCo Executive Officer. Invoices will be approved by the Alameda LAFCo Executive Officer. Payments under the terms of this Agreement shall not exceed \$5,000. 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:

Deposit of \$2,500 at start of contract agreement and \$2,500 once LAFCO approves of the logo design and receives the identity sheet.

2. Payments under the terms of this Agreement shall not exceed \$5,000. This amount includes: 2-3 logo concepts and final delivery of an identity document and logo files.
3. The term of this Agreement is September 17, 2021 to April 30, 2022.

**EXHIBIT C - MINIMUM INSURANCE REQUIREMENTS**

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements:

	<b>TYPE OF INSURANCE COVERAGES</b>	<b>MINIMUM LIMITS</b>
<b>A</b>	<b>Commercial General Liability</b> Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
<b>B</b>	<b>Commercial or Business Automobile Liability</b> All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
<b>C</b>	<b>Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
<b>D</b>	<p><b>Endorsements and Conditions:</b></p> <ol style="list-style-type: none"> <li>1. <b>ADDITIONAL INSURED:</b> All insurance required above with the exception of Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: the Alameda Local Agency Formation Commission (LAFCO), the individual members thereof, and all Alameda LAFCO officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</li> <li>2. <b>DURATION OF COVERAGE:</b> All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.</li> <li>3. <b>REDUCTION OR LIMIT OF OBLIGATION:</b> All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to Alameda LAFCO. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.</li> <li>4. <b>INSURER FINANCIAL RATING:</b> Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to Alameda LAFCO. Acceptance of Contractor's insurance by Alameda LAFCO shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.</li> <li>5. <b>SUBCONTRACTORS:</b> Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</li> <li>6. <b>JOINT VENTURES:</b> If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <ul style="list-style-type: none"> <li>– Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above.</li> <li>– Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".</li> </ul> </li> <li>7. <b>CANCELLATION OF INSURANCE:</b> All insurance shall be required to provide thirty (30) days advance written notice to Alameda LAFCO of cancellation.</li> <li>8. <b>CERTIFICATE OF INSURANCE:</b> Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to Alameda LAFCO, evidencing that all required insurance coverage is in effect. Alameda LAFCO reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision.</li> </ol>	





# LAFCO

*Alameda* Local Agency Formation Commission

## AGENDA REPORT

May 14, 2026

Item No. 6e

**TO:** Alameda Commissioners

**FROM:** Rachel Jones, Executive Officer

**SUBJECT: Proposed Contract Agreement for Human Resources Consultant Services**

The Alameda Local Agency Formation Commission (LAFCO) will consider entering into an agreement with CPS HR Consulting to provide consultant services to review, assess, and update Alameda LAFCO’s personnel-related policies, procedures, and governance documents. LAFCO issued a Request for Proposals (RFP) for these services and received one proposal, submitted by CPS HR Consulting. Staff recommends approval.

### Background

As Alameda LAFCO continues operating as an independent employer, staff has identified the need for a focused review of the agency’s personnel-related policies, procedures, and governance documents. The objective of this work is to ensure these materials are internally consistent, legally compliant, aligned with Commission direction, and practical for a small public agency.

CPS HR Consulting submitted a proposal dated April 1, 2026, in response to Alameda LAFCO’s RFP for a human resources consultant. CPS HR Consulting, if selected, will conduct a structured review of existing personnel policies, employment agreements, bylaws, and related administrative or financial policies with personnel impacts, including County-derived practices that may still remain in effect.

### Discussion

This item is for the Commission to consider selecting CPS HR Consulting for Alameda LAFCO’s personnel policy review and audit. CPS HR is a Joint Powers Authority (JPA) and public-sector human resources consulting firm established in 1985, with extensive experience providing human resources policy review, handbook updates, and related consulting services for California public agencies, including cities, districts, and other public entities.

The proposal outlines a five-phase approach that includes:

- Project initiation and document inventory: *\$1,000*
- Cross-document review and compliance assessment: *\$2,700*
- Gap analysis and recommendations: *\$3,460*
- Redlined revisions and decision support: *\$1,820*
- Implementation support: *\$1,020*

The proposal cost totals \$10,000 for completion of the policy review and audit. Staff finds that the proposed work would assist Alameda LAFCO in clarifying and strengthening its personnel framework as an independent employer and would support consistent administration of existing and future policies.

### **Alternatives for Action**

The following alternatives are available to the Commission:

#### Alternative One (Recommended):

Approve the contract agreement with CPS HR Consulting for personnel policy review and audit services in an amount not to exceed \$10,000.

#### Alternative Two:

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

#### Alternative Three:

Take no action.

### **Recommendation**

It is recommended the Commission proceed with Alternative Action One.

### **Procedures**

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

Respectfully,



Rachel Jones  
Executive Officer

#### Attachments:

1. Proposed Agreement for Human Resources Consultant Services
2. CPS HR Consulting Proposal for Personnel Policy Audit

**PROFESSIONAL SERVICES AGREEMENT  
FOR CONSULTANT SERVICES**

**(LAFCO of Alameda County / Cooperative Personnel Services db a CPS HR Consultign)**

**1. IDENTIFICATION**

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the Local Agency Formation Commission of Alameda County, a subdivision of the State of California (“LAFCO”), and **Cooperative Personnel Services dba CPS HR Consulting**, a CA **Joint Powers Authority**(“Consultant”) (collectively, “parties”).

**2. RECITALS**

- 2.1. LAFCO has determined that it requires the following professional services from a consultant: **Review, assess, and provide updates to LAFCO’s personnel-related policies, procedures, and governance documents**
- 2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3. Consultant represents that it has no known relationships with third parties, LAFCO Commission members, or employees of LAFCO which would (1) present a conflict of interest with the rendering of services under this Agreement under California Government Code section 1090, the Political Reform Act (Government Code section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.
- 2.4. LAFCO has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant shall perform in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant’s work by LAFCO shall not operate as a waiver or release. Consultant represents and warrants to LAFCO that (a) it has all licenses, permits, qualifications, insurance and approvals of whatever nature which are legally required for Consultant to practice its profession, and (b) it shall, at its sole cost, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for Consultant to practice its profession. Consultant shall indemnify and hold harmless LAFCO, its officers, agents, employees and volunteers from and against any and all claims or expenses caused or occasioned directly or indirectly by Consultant’s failure to so perform.

PSA #: \_\_\_\_\_

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, LAFCO and Consultant agree as follows:

### 3. DEFINITIONS

- 3.1. “Scope of Services”: Such professional services as are set forth in Consultant’s **April 3, 2026** proposal to LAFCO attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is Human Resource Consultant for Policies. The Agreement Administrator shall be the principal point of contact at the LAFCO for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. LAFCO reserves the right to change this designation upon written notice to Consultant.
- 3.3. “Approved Fee Schedule”: Consultant’s compensation rates are set forth in the fee schedule attached hereto as **Exhibit A [Change this reference to Exhibit A if Exhibit A includes the fee schedule in addition to the scope of work]** and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. “Maximum Amount”: The highest total compensation and costs payable to Consultant by LAFCO under this Agreement. The Maximum Amount under this Agreement is Ten Thousand Dollars **(\$10,000)**.
- 3.5. “Commencement Date”: April 30, 2026.
- 3.6. “Termination Date”: October 31, 2026

### 4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 16 (“Termination”) below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by LAFCO in writing and incorporated in written amendments to this Agreement.

### 5. CONSULTANT’S DUTIES

- 5.1. **Services.** Consultant shall perform the services identified in the Scope of Services. LAFCO shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase

or decrease in compensation, shall be incorporated by written amendment to this Agreement.

5.2. **Coordination with LAFCO.** In performing services under this Agreement, Consultant shall coordinate all contact with LAFCO through its Agreement Administrator. All changes and/or extra work shall be performed and paid for in accordance with the following:

5.2.1. Only the LAFCO Executive Director or Commission may authorize extra and/or changed work. Consultant expressly recognizes that other LAFCO personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Consultant to secure the Commission's or LAFCO Executive Director's authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Consultant thereafter shall be entitled to no compensation whatsoever for performance of such work.

5.2.2. If Consultant is of the opinion that any work s/he has been directed to perform is beyond the scope of this Agreement and constitutes extra work, s/he shall promptly notify LAFCO of the fact. LAFCO shall make a determination as to whether or not such work is, in fact, beyond the scope of this Agreement and constitutes extra work. In the event that LAFCO determines that such work does constitute extra work, it shall provide extra compensation to Consultant on a fair and equitable basis. A Supplemental Agreement providing for such compensation for extra work shall be negotiated between LAFCO and Consultant. Such Supplemental Agreement shall be executed by Consultant and be approved by the LAFCO Executive Director.

5.2.3. In the event LAFCO determines that such work does not constitute extra work, Consultant shall not be paid extra compensation above that provided herein and if such determination is made by LAFCO staff, said determination may be appealed to the LAFCO Commission as long as a written appeal is submitted to the LAFCO Executive Director within five (5) days after the staff's determination is received by Consultant. Said written appeal shall include a description of each and every ground upon which Consultant challenges the staff's determination. The LAFCO Executive Director's or Commission's decision shall be final.

5.3. **Budgetary Notification.** Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.

- 5.4. **Professional Standards.** Consultant shall perform all work to the highest standards of Consultant's profession and in a manner reasonably satisfactory to LAFCO. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict-of-interest provisions of California Government Code section 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 5.5. **Campaign Contributions.** This Agreement is subject to Government Code section 84308, as amended by Senate Bill 1439. Consultant shall disclose any contribution to an elected or appointed LAFCO official's campaign or committee in an amount of more than five hundred dollars (\$500) made within 12 months preceding the Commencement Date, by Consultant, its, her, or his agent, or another party affiliated with Consultant. Consultant shall provide a signed copy of the attached Campaign Contribution Disclosure Form to LAFCO prior to, or concurrent with, Consultant's execution of this Agreement and no later than the Commencement Date.
- 5.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, LAFCO may consent in writing to Consultant's performance of such work.
- 5.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Christina Batorski Peacock shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without LAFCO's prior written consent.
- 5.8. **Prevailing Wages.** This Agreement is subject to the Prevailing Wage Laws, as more fully set forth in Section 8 (Prevailing Wages), for all work performed under this Agreement for which the payment of prevailing wages is required under state law. In particular, Consultant acknowledges that prevailing wage determinations are available for work performed under this Agreement.
- 5.9. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to LAFCO that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of LAFCO. If LAFCO and Consultant cannot agree as to the substitution of key personnel, LAFCO may terminate this Agreement for cause.

- 5.10. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary, if any, for Consultant's performance of this Agreement including, but not limited to, professional licenses and permits.
- 5.11. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subconsultant. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.12. **Inspection Services.** In the event Consultant will perform inspection services, LAFCO or authorized representatives of LAFCO shall have the right to inspect the work of such services whenever such representatives may deem such inspection to be desirable or necessary. Inspections by LAFCO do not in any way relieve or minimize the responsibility of Consultant to conduct the inspections Consultant has expressly agreed to perform pursuant to this agreement. Consultant shall be solely liable for said inspections performed by Consultant. Consultant shall certify in writing to LAFCO as to the completeness and acceptability of each inspection of improvement or construction which Consultant agrees to inspect hereunder.
- 5.13. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to LAFCO under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of LAFCO. In addition, pursuant to California Government Code section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of LAFCO or as part of any audit of LAFCO, for a period of three (3) years after final payment under this Agreement.

## 6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to LAFCO for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subconsultants shall be specifically listed and their billing rates identified in the Approved Fee Schedule, **Exhibit A** [. Any changes must

be approved by the Agreement Administrator in writing as an amendment to this Agreement.

- 6.4. **Compensation for Subconsultants.** LAFCO shall pay Consultant for work performed by its subconsultants, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, **Exhibit A**. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subconsultants performing services under this Agreement. LAFCO shall not be liable for any payment, compensation, or federal and state taxes for any subconsultants.

## 7. COMPENSATION

- 7.1. **General.** LAFCO agrees to compensate Consultant for the services provided under this Agreement and Consultant agrees to accept payment in accordance with the Approved Fee Schedule, **Exhibit A** in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by LAFCO in advance.
- 7.2. **Invoices.** Consultant shall submit to LAFCO an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. Invoice detail requirements are more particularly described in Exhibit A.
- 7.3. **Taxes.** LAFCO shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by LAFCO through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of LAFCO.
- 7.6. **LAFCO Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until LAFCO is satisfied that the services are satisfactory.
- 7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, LAFCO shall have the right to withhold payments under this Agreement to offset that amount.

## 8. PREVAILING WAGES

PSA #: \_\_\_\_\_

Consultant is aware of the requirements of California Labor Code section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects including, but not limited to, the design and preconstruction phases of a covered public works project. Consultant shall defend, indemnify, and hold LAFCO, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

## 9. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material, including without limitation copies thereof, digital originals, and digital copies (“written products” herein) developed by Consultant in the performance of this Agreement shall be and remain the property of LAFCO without restriction or limitation upon its use or dissemination by LAFCO except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

## 10. RELATIONSHIP OF PARTIES

- 10.1. **General.** Consultant is, and shall at all times remain as to LAFCO, a wholly independent contractor.
- 10.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of LAFCO or otherwise to act on behalf of LAFCO as an agent. Consultant, its officers, employees and agents shall not have any power to bind or commit LAFCO to any decision or course of action, and Consultant, its officers, employees and agents shall not represent to any person or party that it or they are acting as agents of LAFCO or that it or they have the power to bind or commit LAFCO. Neither LAFCO nor any of its agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of LAFCO.
- 10.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to LAFCO as an employer. Consultant shall not be entitled to any benefits. LAFCO makes no representation as to the effect of this independent contractor relationship on Consultant’s previously earned California Public Employees Retirement System (“CalPERS”) retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation, and other applicable federal and state taxes.

- 10.4. **CalPERS Status.** Consultant affirms that all of its employees are CALPERS members by contract with CALPERS through its status as a joint powers agency formed under Government Code section 6500, et seq.

## 11. INDEMNIFICATION

- 11.1. **Definitions.** For purposes of this Section 11, “Consultant” shall include Consultant, its officers, employees, servants, agents, or subconsultants, or anyone directly or indirectly employed by either Consultant or its subconsultants, in the performance of this Agreement. “LAFCO” shall include LAFCO, its officers, agents, employees and volunteers.
- 11.2. **Consultant to Indemnify LAFCO.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend LAFCO from and against any and all claims, losses, costs, liability or expenses for any personal injury or property damage where the same arise out of, are in connection with, are a consequence of, or are in any way attributable to, in whole or in part, (i) Consultant’s alleged negligence, recklessness or willful misconduct, (ii) other wrongful acts, errors or omissions of Consultant, or (iii) Consultant’s performance under this Agreement or failure to comply with any provision in this Agreement. LAFCO’s right to indemnity under this Agreement shall arise immediately upon the occurrence of the event giving rise to the indemnified liability. LAFCO shall be entitled to a defense under this Agreement immediately upon the institution of a claim or action that is covered by this indemnity, even though liability for said claim or action has not yet been determined at the time the duty to defend LAFCO hereunder has arisen.
- 11.3. **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person. Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify LAFCO for such loss or damage as is caused by the active negligence, sole negligence, or willful misconduct of LAFCO.
- 11.4. **Attorneys’ Fees.** Such costs and expenses shall include reasonable attorneys’ fees for counsel of LAFCO’s choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys’ fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

**11.4.1. Attorneys’ Fees in Enforcing Indemnity.** Attorneys’ fees and litigation expenses incurred in any action brought to enforce the indemnification provision set forth herein shall be recoverable by the prevailing party.

- 11.5. **Defense Deposit.** LAFCO may request a deposit for defense costs from Consultant with respect to a claim. If LAFCO requests a defense deposit, Consultant shall provide it within 15 days of the request.

- 11.6. **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to LAFCO.
- 11.7. **Indemnification by Subconsultants.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subconsultant or any other person or entity involved in the performance of this Agreement on Consultant's behalf.
- 11.8. **Insurance Not a Substitute.** LAFCO does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

## 12. INSURANCE

- 12.1. **Insurance Required.** Consultant shall maintain insurance as described in this Section and shall require all of its subconsultants, consultants, and other agents to do the same. Approval of the insurance by LAFCO shall not relieve or decrease any liability of Consultant Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 12.2. **Documentation of Insurance.** LAFCO will not execute this Agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive Consultant's obligation to provide them. Consultant shall file with LAFCO:
- Certificate of Insurance, indicating companies acceptable to LAFCO, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: [LAFCO Personnel Audit Review]
  - Documentation of Best's rating acceptable to the LAFCO.
  - Original endorsements effecting coverage for all policies required by this Agreement.
  - Complete, certified copies of all required insurance policies, including endorsements affecting the coverage.
- 12.3. **Coverage Amounts.** Insurance coverage shall be at least in the following minimum amounts:
- Professional Liability Insurance:                   \$3,000,000 per occurrence,  
  \$3,000,000 aggregate
  - General Liability:

PSA #: \_\_\_\_\_

- General Aggregate: \$2,000,000
- Products Comp/Op Aggregate \$1,000,000
- Personal & Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000
- Fire Damage (any one fire) \$ 50,000
- Medical Expense (any 1 person) \$ 5,000
  
- Workers' Compensation:
  - Workers' Compensation Statutory Limits
  - EL Each Accident \$1,000,000
  - EL Disease - Policy Limit \$1,000,000
  - EL Disease - Each Employee \$1,000,000
  
- Automobile Liability
  - Non-owned and hired vehicle, combined single limit \$1,000,000

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.

- 12.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than Insurance Services Office (ISO) Form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.
- 12.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of section 3700 of the California Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.
- 12.6. **Automobile Liability Insurance.** Covered vehicles shall include all vehicles used in connection with the performance of this Agreement, including, non-owned, and hired automobiles and trucks using ISO Business Auto Coverage form CA 00 01 (or equivalent).
- 12.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of

the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement. In the event Consultant's policy is a "claims made" policy only covering those claims made during the policy period, then Consultant agrees to maintain the professional liability insurance required hereunder and with respect to this project in effect for at least three (3) years after acceptance of the work.

- 12.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 12.9. **Additional Insured Endorsements.** LAFCO, its Commissioners, officials, officers, and employees must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker's Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. The LAFCO must be named as an additional insured for Auto Insurance policies for ongoing operations. Consultant's insurance policies shall be primary as respects any claims related to or as the result of Consultant's work. Any insurance, pooled coverage or self-insurance maintained by LAFCO, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 12.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and Consultant does not furnish a new certificate of insurance prior to cancellation, LAFCO has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due Consultant under this Agreement. Failure of Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this Section, shall constitute a material breach of this Agreement.
- 12.11. **Notices.** Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address

PSA #: \_\_\_\_\_

for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: LAFCO of Alameda County, Attn: Executive Officer, 224 West Winton Avenue, Suite 110, Hayward, California 94544.

- 12.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to LAFCO. Any insurance or self-insurance maintained by LAFCO and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against LAFCO. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 12.14. **Report of Claims to LAFCO.** Consultant shall report to LAFCO, in addition to Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to LAFCO. LAFCO may require Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, LAFCO must approve all such amounts prior to execution of this Agreement.

LAFCO has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein are subject to LAFCO's approval.

- 12.16. **Duty to Defend and Indemnify.** Consultant's duties to defend and indemnify LAFCO under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration or termination of this Agreement.

### 13. MUTUAL COOPERATION

- 13.1. **LAFCO Cooperation in Performance.** LAFCO shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 13.2. **Consultant Cooperation in Defense of Claims.** If any claim or action is brought against LAFCO relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that LAFCO may require in the defense of that claim or action.

### 14. NOTICES

PSA #: \_\_\_\_\_

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and LAFCO's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing); or (iii) the day of delivery if emailed to the email address listed below and simultaneously deposited in the U.S. mail, postage prepaid, to the address(es) listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to LAFCO

Rachel Jones, Executive Officer  
LAFCO of Alameda County  
224 West Winton Avenue, Suite 110  
Hayward, California 94544  
Telephone: 510.670.6267  
Email: Rachel.Jones@acgov.org

If to Consultant:

Melissa Asher  
CPS HR Consulting  
2450 Del Paso Road, Ste 220  
Sacramento, CA 95834  
Telephone: (916) 471-3358  
Email: masher@cpshr.us

With courtesy copy to:

Matthew T. Summers  
LAFCO General Counsel  
Colantuono, Highsmith & Whatley, PC  
790 E. Colorado Blvd. Suite 850  
Pasadena, CA 91101-2109  
Phone (213) 542-5700  
Email: msummers@chwlaw.us

## 15. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 5.14 (Records), Section 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnification), Section 12.8 (Claims-Made Policies), Section 13.2 (Consultant Cooperation in Defense of Claims), and Section 18.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

## 16. TERMINATION

- 16.1. **LAFCO Termination.** LAFCO may, in its sole and unfettered discretion and without cause, terminate this Agreement at any time prior to completion by Consultant of the services required. Notice of Termination of this Agreement shall be given in writing to Consultant and shall be sufficient and complete when same is emailed to Consultant and simultaneously deposited in the United States mail postage prepaid and certified, addressed as set forth in Section 14 of this Agreement. The Agreement shall be

- terminated upon receipt of the Notice of Termination by Consultant. If LAFCO should terminate this Agreement, Consultant shall be compensated for all work satisfactorily performed prior to time of receipt of termination notice, and shall be compensated for materials ordered by Consultant or his/her employees, or services of others ordered by Consultant or his/her employees prior to receipt of Notice of Termination whether or not such materials or final instruments of services of others have actually been delivered, provided that Consultant or its employees are not able to cancel such orders for materials or services of others. Compensation for Consultant in the event of termination by LAFCO shall be determined by the Executive Director in accordance with the percentage of project completed. In the event that this Agreement is terminated pursuant to this Section 16.1, Consultant shall not be entitled to any additional compensation over that provided herein; nor shall Consultant be entitled to payment for any alleged damages or injuries (including lost opportunity damages) purportedly caused by the termination of this Agreement by LAFCO pursuant hereto.
- 16.2. **Consultant Termination.** Consultant may terminate this Agreement upon thirty (30) days written notice to LAFCO only for good cause. Consultant's written notice of termination shall contain a full explanation of the facts and circumstances constituting good cause. In the event of termination, all notes, sketches, computations, drawings and specifications, or other data, whether complete or not, produced through the time of LAFCO's last payment shall be relinquished to LAFCO. LAFCO may, at its own expense, make copies or extract information from any such notes, sketches, computations, drawings, and specifications, or other data whether complete or not.
- 16.3. **Consultant Failure to Perform.** Should Consultant fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, LAFCO may terminate this Agreement by giving written notice of such termination, stating the reasons for such termination in such event. Consultant shall be compensated as above, provided, however, there shall be deducted from such amount the amount of damage if any, sustained by LAFCO by virtue of Consultant's breach of this Agreement.
- 16.4. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. LAFCO shall have the benefit of such work as may have been completed up to the time of such termination.
- 16.5. **Remedies.** LAFCO retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

## 17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.

- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between LAFCO and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations here from shall be effective and binding only if made in writing and executed on by LAFCO and Consultant.
- 17.3. **Headings.** The headings and captions appearing at the commencement of the Sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the Section or Subsection thereof at the head of which it appears, the language of the Section or Subsection shall control and govern in the construction of this Agreement.
- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting.

## 18. GENERAL PROVISIONS

- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by LAFCO. LAFCO shall grant such consent if disclosure is legally required. All LAFCO data shall be returned to LAFCO upon the termination or expiration of this Agreement except as noted in Sections 5 and 9, above.
- 18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide

employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultant to file, a Statement of Economic Interest with LAFCO's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, LAFCO shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of LAFCO, during the term of his or her service with LAFCO, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

- 18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without LAFCO's prior written consent, and any attempt to do so shall be void and of no effect. LAFCO shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.
- 18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by LAFCO or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by LAFCO or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in LAFCO's sole judgment, that such

failure was due to causes beyond the control and without the fault or negligence of Consultant.

- 18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 18.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, each party shall pay its own costs, including any accountants' and attorneys' fees expended in the action.
- 18.12. **Venue.** The venue for any litigation shall be in the Superior Court of California for the County of Alameda. Consultant hereby consents to jurisdiction in that court for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 18.13. **Counterparts; Electronic Signatures.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.

*[Signatures on following page]*

PSA #: \_\_\_\_\_

**TO EFFECTUATE THIS AGREEMENT**, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“LAFCO”  
Local Agency Formation Commission of  
Alameda County

“Consultant”  
Cooperative Personnel Services dba CPS HR  
Consulting

By: \_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Signature*

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Attest:**

By: \_\_\_\_\_  
LAFCO Clerk

Date: \_\_\_\_\_

**Approved as to form:**

By: \_\_\_\_\_  
Matthew T. Summers, LAFCO Counsel

PSA #: \_\_\_\_\_

## CAMPAIGN CONTRIBUTION DISCLOSURE PROVISIONS

LAFCOs are subject to the campaign disclosure provisions detailed in Government Code section 84308.

**Please carefully read the following information to determine if the provisions apply to you. If you determine that the provisions are applicable, this Campaign Disclosure Form must be completed and returned to the LAFCO with your application.**

1. No LAFCO Commissioner shall accept, solicit, or direct a contribution of more than \$500 from any party<sup>1</sup> or party's agent<sup>2</sup> during the pendency of your application and for 12 months after the date a final decision is rendered by the LAFCO. This prohibition commences when your application has been filed or the proceeding is otherwise initiated.
2. A party to a LAFCO proceeding shall disclose on the record of the proceeding any contribution of more than \$500 made to any Commissioner by the party or party's agent during the 12 months preceding the proceeding. No party or party's agent to a LAFCO proceeding shall make a contribution to a Commissioner while the application is pending, during the proceeding, and for 12 months following the date a final decision is rendered by the LAFCO.
3. Prior to considering your application, any Commissioner who received a contribution of more than \$500 within the 12 months preceding the commencement of the proceedings on your application from any party or party's agent, shall disclose that fact on the record of the proceeding and shall be disqualified from participating in the proceeding. However, if any Commissioner receives a contribution that otherwise would require disqualification and returns the contribution within 30 days of knowing about the contribution and the relevant proceeding, that Commissioner shall be permitted to participate in the proceeding.

To determine whether a campaign contribution of more than \$500 has been made by you or your agent to a Commissioner within the preceding 12 months, all contributions made by you or your agent during that period must be aggregated.

Names of current LAFCO Commissioners are available on the LAFCO's website. If you have questions about Government Code section 84308, FPPC regulations, or the Campaign Disclosure Form, please contact the LAFCO Clerk.

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<sup>1</sup> "Party" is defined as any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.

<sup>2</sup> "Agent" is defined as a person who represents a party in connection with a proceeding. If an individual acting as an agent also is acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar entity or corporation, both the individual and the entity or corporation are agents. When a closed corporation is a party to a proceeding, the majority shareholder is subject to these provisions.

PSA #: \_\_\_\_\_

### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

(a) Application for:

- License
- Permit
- Franchise
- Mills Act or Development Agreement
- Contract (Professional Services, Construction Services, Maintenance, Public Works, etc.)
- Lease
- Other Entitlement<sup>3</sup>

Name and address of any party or party's agent who has contributed more than \$500 to any Commissioner within the preceding 12 months. If none, write in "none:"

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

(b) Date and amount of Contribution:

Date: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

Date: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

Date: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

(c) Name of Commissioner to whom contribution was made:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

(d) I certify that the above information is true and correct to the best of my knowledge.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Phone: \_\_\_\_\_

**To be completed by LAFCO:**

Application No.: \_\_\_\_\_

<sup>3</sup> "License, permit or other entitlement for use" means all business, professional, trade, and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts) and all franchises.

PSA #: \_\_\_\_\_

WORKER'S COMPENSATION INSURANCE ACKNOWLEDGEMENT

I am aware of the provisions of section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. If any class of employees engaged in work under this contract at the site of the Project is not protected under any Worker's Compensation law, Consultant shall provide and shall cause each subconsultant to provide adequate insurance for the protection of employees not otherwise protected. Consultant shall indemnify and hold harmless LAFCO for any damage resulting from failure of either Consultant or any subconsultant to take out or maintain such insurance.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

PSA #: \_\_\_\_\_

**EXHIBIT A**  
**(Scope of Services)**

PSA #: \_\_\_\_\_



## PROPOSAL

# Alameda Local Agency Formation Commission

Human Resources Consultant for Policies

**Due Date: April 3, 2026**

**5:00 P.M. PT**

Submitted by:

**Melissa Asher**

Chief of Client Services

CPS HR Consulting, 2450 Del Paso Road, Suite 220, Sacramento, CA 95834

P: (916) 471-3358, [masher@cpsshr.us](mailto:masher@cpsshr.us)

Tax ID: 68-0067209

[www.cpsshr.us](http://www.cpsshr.us)

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# Cover Letter

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April 3, 2026

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

**Submitted via email to: [Rachel.jones@acgov.org](mailto:Rachel.jones@acgov.org)**

**Subject: Human Resources Consultant for Policies**

Dear Ms. Jones:

CPS HR Consulting (“CPS HR”) is pleased to have the opportunity to submit a proposal to the Alameda Local Agency Formation Commission (Alameda LAFCO) to review, assess, and provide updates to Alameda LAFCO’s personnel-related policies, procedures, and governance documents. We attest we are able to meet all the responsibilities you requested in your proposal solicitation.

CPS HR delivers personalized results-oriented service, utilizing best practice methods and strategies from our team of experts. You will find that:

- ***We are practiced at providing exemplary and responsive service for a variety of HR services.*** CPS HR has partnered extensively with local government agencies and understands the importance of responsiveness to each organization’s unique operational and regulatory environment. Our team brings the depth of staff, expertise, and resources necessary to deliver high-quality audit and review services, while also offering the comprehensive perspective of experienced, full-service HR practitioners.
- ***We bring in-depth understanding of all local government operations, programs, and services.*** CPS HR has been helping public agencies meet their human resource needs for over 40 years. Our team of experts includes a variety of professionals with the credentials and direct public agency experience necessary to deliver technically accurate content in an innovative and engaging manner.
- ***We have a commitment to maintaining open communications with Alameda LAFCO.*** Our project team will focus on integrating with your team and maintaining open communication with your staff to ensure that every activity is completed in a quality manner and adheres to the timeline and budget.

CPS HR is flexible with the proposed work plan and alternate approaches may be discussed which may in turn change proposed scope and costs. We are confident in our expertise and ability to meet your Human Resources needs and are most excited to work with the Alameda Local Agency Formation Commission.

Thank you for the opportunity to be considered for this assignment. Should you have questions or comments about the information presented in this proposal, please contact **Christina Batorski Peacock via the contact information listed above.**

Sincerely,

A handwritten signature in blue ink that reads "Melissa Asher". The signature is written in a cursive, flowing style.

Melissa Asher  
Chief of Client Services

# Firm Description and Statement of Qualifications

## About CPS HR Consulting

CPS HR is a client-focused human resources and management consulting firm, dedicated to addressing the unique challenges faced by government and non-profit organizations. Founded in 1985, we have earned a reputation as a trusted advisor by leveraging our in-depth public sector expertise to deliver practical, results-driven solutions. As a Joint Powers Authority of the State of California, we are a self-supporting government agency exclusively serving public entities. This gives us a distinct advantage in understanding and meeting the specific needs of clients across all levels of government, including Federal, State, Local, Special Districts, Higher Education and Non-Profit organizations.

Our unwavering commitment to delivering an unparalleled client experience is built on our comprehensive knowledge of the complexities within the public and non-profit sectors. We assist organizations in attracting, hiring, retaining, and motivating top talent, essential for driving organizational excellence in alignment with their vision.

With more than 100 full-time employees and a network of 200+ project consultants and technical experts across the nation, CPS HR has partnered with more than 2,700 public and non-profit clients throughout the United States. Headquartered in Sacramento, CA, with regional offices in Texas, Colorado, Ohio, and Southern California, we are strategically positioned to support your organization's growth and help your employees fulfill the promise of public service.

CPS HR brings a comprehensive understanding of the standards, regulations, and governance frameworks that define public sector employment. As a government entity solely providing services to public entities, we operate within the same regulatory environment as our clients. This shared perspective enables us to navigate the complexities of California labor and employment law, public agency employment requirements, and governance obligations with clarity and precision.

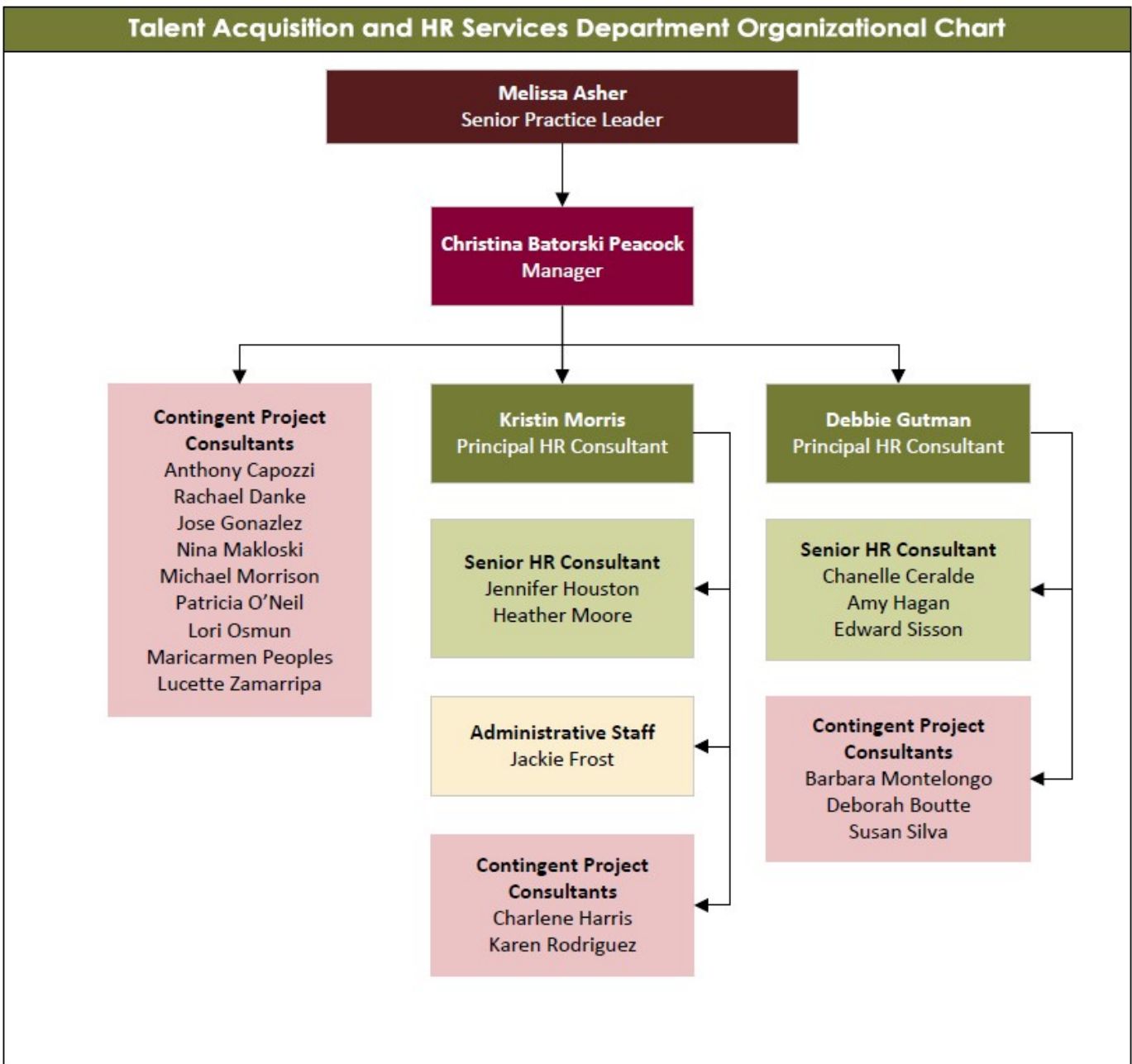
Our expertise extends beyond technical compliance to an understanding of how laws, Commission authority, and adopted policies translate into day-to-day operations. We help public agencies implement policies that are not only legally sound, but also practical, sustainable, and aligned with organizational values and capacity. This approach allows CPS HR to support agencies in maintaining compliance, managing risk, and advancing effective governance as organizational needs evolve.

ORGANIZATION IDENTIFICATION INFORMATION	
Legal Name and DBA	Cooperative Personnel Services dba CPS HR Consulting
Office Locations	Main Office: 2450 Del Paso Road, Suite 220, Sacramento, CA 95834 1968 S. Coast Hwy #961, Laguna Beach, CA 92651 7350 E Progress Pl., Greenwood Village, CO 80111 20211 Guadalupe Street, Suite 260, Austin, TX 78705 2014 Champions Gateway, 3rd Floor, Canton, OH 44708

Years in Business	Established 1985
Type of Organization	Joint Powers Authority (Public Agency)
State/County Registration #s	As a California JPA with federal income tax exemption under IRS Code Section 115, CPS HR is exempt from most Local and State taxes.
Federal Tax ID#/TIN/EIN	68-0067209
<b>POINTS OF CONTACT</b>	
<b>Authorized Contract Representative</b>	Melissa, Asher, Chief of Client Services (916) 471-3358; masher@cpsshr.us
<b>Primary Contact</b>	Christina Batorski Peacock, Manager (916) 471-3426; cbpeacock@cpsshr.us

# Project Team

CPS HR has selected a designated team of highly qualified personnel to provide these services to Alameda LAFCO. CPS HR's Talent Acquisition and Human Resources Manager **Christina Batorski Peacock will be the Project Manager** for this assignment. She will coordinate all aspects of the project, including the project staff, finalizing project plans and deliverables, organizing and securing resources, managing communications, monitoring project progress, resolving any problems, and ensuring timely and successful completion of the engagement.



## Staff Roles and Experience

Staff/Role	Experience/Education
Christina Peacock, Talent Acquisition and HR Services Manager	<p>Mrs. Peacock has 23 years of professional and management experience in public sector Human Resources, including experience in the areas of employee recruitment and selection, compliance, labor relations, test administration, employee relations, and policy development. Specifically, Mrs. Peacock worked directly on recruitment efforts for entry-level Police Officer and entry-level Firefighter as well as sworn and uniform promotional recruitments with the City of Chicago for over 10 years.</p> <p><b>Education:</b></p> <ul style="list-style-type: none"> <li>• M.P.A., DePaul University, Chicago, IL – Public Administration</li> <li>• B.A., Marquette University, Milwaukee, WI – Human Resources &amp; Communication Studies</li> </ul> <p><b>Certifications/Memberships:</b> Society of Human Resources Management (SHRM), International Public Management Association for Human Resources (IPMA-HR)</p>
Kristin Morris, Principal HR Consultant	<p>Ms. Morris has over twenty years of professional experience in public and private sector human resources, including executive search and recruitment, classification and compensation, organizational reviews, record management, and training.</p> <p><b>Education:</b></p> <ul style="list-style-type: none"> <li>• M.B.A., Business, Sonoma State University, Rohnert Park, CA</li> <li>• B.S., Psychology, University of Utah, Salt Lake City, UT</li> </ul>
Debbie Gutman, Principal HR Consultant	<p>Ms. Gutman is a strategic human resources professional with over 25 years of comprehensive experience in both the public and private sector. She is a well-rounded team player with exceptional communication skills and the ability to connect well with people at all levels of an organization. She has a knowledge and understanding of federal and state labor laws, full-cycle recruiting, employee relations, benefits and leave administration, training, budget administration, and policy development.</p> <p><b>Education:</b></p> <ul style="list-style-type: none"> <li>• M.A., Human Resource Management, National University</li> <li>• B.A., Business Administration with emphasis in Human Resources, California State University, Chico</li> </ul> <p><b>Certifications/Memberships:</b> Society for Human Resource Management (SHRM)</p>
Edward Sisson, Senior HR Consultant	<p>Mr. Sisson has more than 22 years of experience as an accomplished, strategic, and results-oriented Human Resources professional with a broad range of experience in Human Resources management including recruitment and selection, labor relations and complaint resolution, program development and implementation, employee engagement, training and development, wellness, benefit and payroll administration,</p>

Staff/Role	Experience/Education
	<p>classification and compensation analysis, performance management, and budgeting.</p> <p><b>Education:</b></p> <ul style="list-style-type: none"> <li>• B.S., Psychology, Troy State University, Troy/Montgomery, Alabama</li> </ul> <p><b>Certifications/Memberships:</b> Society for Human Resources Management (SHRM), Florida Public Human Resources Association (FPHRA)</p>
Amy Hagan, Senior HR Consultant	<p>Amy Hagan is an accomplished HR Executive with 20+ years of wide-ranging experience specializing in delivering full-spectrum HR, Risk Management, and Organizational Development activities and services. She has experience in all 50 States and Internationally working with start-ups, mature Fortune100 companies, and government agencies. Through this experience, Ms. Hagan has proven success in delivering effective HR solutions that align with business strategy and strategic plans. She is a metrics-driven manager with an ability to create a culture where employees want to drive the performance needle of the business.</p> <p><b>Education:</b></p> <ul style="list-style-type: none"> <li>• Doctor of Business Administration (ABD): Business, Organizational Development and Psychology, North Central University, Prescott, AZ</li> <li>• M.B.A., Business, Human Resources, Upper Iowa University, Fayette, IA</li> <li>• B.S., Management, HR, University of Maryland, University College, Adelphi, MD</li> </ul> <p><b>Certifications/Memberships:</b> SPHR; Workplace Investigations; Labor Negotiator and Campaign Manager; Mediator; and Train-the-Trainer</p>
Chanelle Ceralde, Senior HR Consultant	<p>Ms. Ceralde is a results-oriented Senior Human Resources Professional with extensive experience in classification and compensation, policy development, risk management, talent acquisition, and employee and labor relations. Skilled in delivering comprehensive HR solutions, including benefits and leave administration, strategic planning, program management, and fostering employee engagement. Known for a consultative approach to leadership and the ability to establish strong partnerships with management and stakeholders.</p> <p><b>Education:</b></p> <ul style="list-style-type: none"> <li>• Juris Doctorate (In Progress), Monterey College of Law</li> <li>• BS, Business Administration, California Coast University</li> </ul> <p><b>Certifications/Memberships:</b> Society for Human Resources Management Certified Human Resources Generalist (SHRM)</p>

Staff/Role	Experience/Education
Jennifer Houston, Senior HR Consultant	<p>Ms. Houston is a highly accomplished and results-driven HR Director with 30+ years of experience in leading strategic human resources initiatives. Proven expertise in designing and implementing comprehensive HR programs to drive organizational growth, employee engagement, and talent development. Adept at aligning HR strategies with business objectives, cultivating a positive work culture, and optimizing workforce performance.</p> <p><b>Education:</b></p> <ul style="list-style-type: none"> <li>Organizational Communications, Montana State University</li> </ul> <p><b>Certifications/Memberships:</b> Senior Professional in Human Resources, Human Resource Certification Institute, Senior Certified Professional, Society for Human Resource Management, Certified Mediator, Employers Council, People Manager Qualification, Society for Human Resource Management</p>
Heather Moore, Senior HR Consultant	<p>Ms. Moore has over 18 years of experience in Human Resources in both the private sector and public sector arenas. Her experience includes full cycle recruiting, onboarding and off boarding, leave of absence administration, unemployment processing, data entry for personnel and payroll processes, and employee relations. Ms. Moore also has experience in benefits administration, payroll processing and Workers' Compensation. She has worked in an HR Generalist and various support roles and is adaptable to numerous situations; picking up tasks quickly. Ms. Moore's specialty areas include employee relations, FMLA/ADA administration, data entry, employee training, and new hire orientations.</p> <p><b>Education:</b></p> <ul style="list-style-type: none"> <li>B.S., Human Resource Management, Regis University</li> </ul> <p><b>Certifications/Memberships:</b> Society of Human Resource Management (SHRM), Public Sector Human Resources Association (PSHRA), formerly IPMA, Human Resource Standard Institute (HRCI)</p>
Jackie Frost, Administrative Technician	<p>Ms. Frost has been employed with CPS HR Consulting for about 10 years and has experience providing administrative support in a variety of departments, including Test Administration, Executive Search, Talent Acquisition and HR Services, Organizational Strategy, Classification and Compensation, and Training. In addition to her experience at CPS HR Consulting, Ms. Frost has experience working in various sectors from Banking to Food Service Distribution to Non-profit entities. Ms. Frost has held key roles in organizing and creating efficiency for each of her employers, as well as learned how to use unfamiliar software quickly. She has worked both independently and as a team and was often required to coordinate with different departments to accomplish their goals.</p> <p><b>Education:</b></p> <ul style="list-style-type: none"> <li>BS, Brigham Young University, Provo, UT</li> </ul>

# Related Work Experience and References

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## Project Experience

CPS HR has worked closely with numerous public agencies to conduct specific policy and procedure reviews as well as comprehensive handbook reviews and updates. Below are some examples that highlight our recent experience:

- **City of Temecula (CA)** – Review and update of personnel policies
- **Front Range Passenger Rail District (CO)** - Review and update of employee handbook
- **City of Union City (CA)** – Review and update of employee handbook
- **Health District of Northern Larimer County (CO)** - Review and update of employee handbook
- **County of Calaveras (CA)** – Review and update of personnel ordinances
- **Mount Crested Butte Water and Sanitation District (CO)** - Review and update of employee handbook
- **Fresno Irrigation District (CA)** – Employee handbook review and update
- **Rio Grande Water Conservation District (CO)** – Review and update of employee handbook
- **La Canada Irrigation District (CA)** – Review and update of employee handbook; development of standalone policies
- **City of Glenn Heights (TX)** – Review and update of employee handbook, create separate administrative policy manual
- **San Bernardino Valley Municipal Water District (CA)** – Review and update of employee handbook
- **Town of Argyle (TX)** – Review and update of employee manual
- **San Luis Obispo County Regional Transit Authority and Integrated Waste Management Authority (CA)** – Audit and compliance review of HR policies and procedures
- **Texas Municipal Human Resource Association (TX)** – Created a library of policy templates on all required federal, state, and local policies and strongly recommended policies based on best practices for their members to access and customize for their agency.
- **Truckee Donner Public Utility District (CA)** – Creation of new employee handbook
- **Harrison County Commission (WV)** – Review and update of employee handbook
- **University of the West (CA)** – Review and update of the employee handbook; review of faculty handbook
- **City of Gillette (WY)** – Review and update of employee handbook
- **Union Public Utility District (CA)** – Review and update of employee handbook
- **Utica Water and Power Authority (CA)** – Review and update of employee handbook; development of standalone policies

## Human Resources Consulting Experience

CPS HR frequently works with government organizations to assist with day-to-day human resources activities which include but are not limited to recruitment and selection, policy review or development, employee relations and performance evaluations, progressive discipline, and PIPs, processing new hires and personnel record administration, classification/compensation, and providing analysis and consultation and correspondence on a variety of human resource related policies and procedures. Some client examples include the following:

- City of Hawaiian Gardens, CA
- City of Oakland, CA
- City of Ontario, CA
- City of Rialto, CA
- City of Salinas, CA
- City of Santa Rosa, CA
- City of Turlock, CA
- Contra Costa Youth Services Board, CA
- Contra Costa Community College District, CA
- City of Moreno Valley, CA
- City of Cathedral City, CA
- Contra Costa Water District, CA
- Foothill Municipal Water District, CA
- Georgetown Divide Public Utilities District, CA
- Las Gallinas Valley Sanitation District, CA
- San Bernardino Valley Municipal Water District, CA
- San Francisco Bay Area Water Emergency Transportation Authority, CA
- South Bay Council of Governments, CA
- Ventura County Transportation Commission, CA
- Yuba County Water Agency, CA
- Jurupa Area Recreation and Parks District, CA
- Riverside Community College District, CA
- City of Sheridan, CO
- Park County, CO
- Town of Eaton, CO

## References

### Reference 1

Agency: Ventura County Transportation Commission

Contact: Martin Erickson, Executive Director

Phone/Email: (805) 642-1591, [merickson@goventura.org](mailto:merickson@goventura.org)

Address: 751 E Daily Drive, Ste. 420, Camarillo, CA 93010

Project: Ongoing HR Consultation, including Handbook update

### Reference 2

Agency: San Francisco Bay Ferry (WETA)

Contact: Erin McGrath, Chief Financial Officer

Phone/Email: (415) 730-3848, [erin.mcgrath@sfbayferry.com](mailto:erin.mcgrath@sfbayferry.com)

Address: 375 Beale St., Ste. 310, San Francisco, CA 94105

Project: Ongoing HR Consultation, including Handbook update

### **Reference 3**

Agency: City of Sheridan

Contact: Devin Granbery, City Manager

Phone/Email: (303) 762-2200, [dgranbery@ci.sheridan.co.us](mailto:dgranbery@ci.sheridan.co.us)

Address: 4101 S. Federal Blvd., Sheridan, CO 80110

Project: Ongoing HR Consultation

# Scope of Services and Project

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## Our Understanding of the Scope of Work

Alameda LAFCO is undertaking a critical transition to long-term independent employer status that requires a thoughtful and coordinated review of its personnel-related policies, procedures, and governance documents. We understand that the objective of this engagement is to ensure these materials are internally consistent, legally compliant, and aligned with Commission intent and current operating practices without undertaking unnecessary or burdensome document rewrites.

CPS HR will provide a structured review of existing personnel policies, employment agreements, bylaws, and related financial or administrative policies with personnel impacts, including those historically derived from Alameda County practices. The focus of this review will be to identify conflicts, duplications, outdated references, and areas of ambiguity that may create operational or compliance risks as Alameda LAFCO functions independently.

We will evaluate these documents against applicable California labor and employment law, public agency requirements, and LAFCO-specific statutory obligations, while also confirming alignment with Commission-adopted actions. Particular attention is placed on clarifying governance authority, roles, and responsibilities in a manner that is practical and appropriate for a small public agency.

A key component of this engagement will be to identify gaps and develop clear, actionable recommendations that distinguish between required compliance corrections, best-practice improvements, and optional policy considerations requiring Commission direction.

## Methodology

### Phase 1: Project Initiation and Document Inventory

The engagement will begin with a kickoff meeting with LAFCO staff to confirm project objectives, roles, communication protocols, and timelines. CPS HR will then collect and catalogue all relevant personnel-related and governance documents, including but not limited to personnel policies and handbook provisions, employment agreements, bylaws, and financial or administrative policies with personnel impacts. This inventory will include County-derived policies or practices that remain in effect by reference or custom. Each document will be cross-referenced to establish a baseline understanding of how policies interact in practice.

### Phase 2: Cross-Document Review and Compliance Assessment

CPS HR will conduct a comprehensive, cross-document review to identify inconsistencies, duplications, outdated provisions, and areas of ambiguity. Documents will be assessed for compliance with applicable California labor and employment law, public agency employment requirements, and LAFCO-specific statutory obligations. In parallel, we will verify alignment with Commission-adopted actions, resolutions, and governance authority to ensure policies accurately reflect current and intended practice.

### Phase 3: Gap Analysis and Recommendations

Based on the review findings, CPS HR will identify policy gaps, unclear authority, and procedural weaknesses. We will develop clear, actionable recommendations that distinguish between:

- Required corrections for legal compliance or internal consistency;
- Best-practice improvements appropriate for a public agency of LAFCO’s size; and
- Optional policy considerations requiring Commission direction.

Recommendations will be pragmatic, prioritized, and mindful of administrative sustainability.

### Phase 4: Redlined Revisions and Decision Support

Where appropriate, CPS HR will prepare targeted redlined revisions to existing documents rather than full rewrites. We will provide written guidance outlining recommended actions, prioritization, and sequencing, and clearly identify items requiring Commission policy decisions. Deliverables will be structured to facilitate efficient staff review and Commission consideration.

### Phase 5: Implementation Support and Ongoing Alignment

CPS HR will support staff in preparing materials for Commission review and adoption and will provide guidance on maintaining alignment across personnel and governance documents over time. Our methodology emphasizes long-term sustainability, ensuring Alameda LAFCO has a clear framework for administering and updating policies as the organization continues to evolve.

## Timeline

CPS HR has assembled a strong and uniquely qualified team of professionals to assist Alameda LAFCO on this important engagement. We are committed to meeting the highest professional standards of quality; therefore, team members have been selected for their relevant experience and expertise in manuals, policies and procedures. This scope of work typically takes between ten (10) to twelve (12) weeks from the time of the kickoff meeting.

Week(s)	Methodology Phase	Task and Description
Week 1	Phase 1 – Project Initiation and Document Inventory	Conduct kickoff meeting with Alameda LAFCO staff to confirm project objectives, roles, communication protocols, and detailed schedule. Receive and catalogue all requested personnel-related, governance, and County-derived documents for review.
Week 2	Phase 1 – Document Inventory (continued)	Complete document inventory and cross-referencing. Identify missing materials and submit clarifying questions regarding document history, application, and Commission actions.

<b>Week 3</b>	<b>Phase 2 – Cross-Document Review and Compliance Assessment</b>	Conduct cross-document review to identify conflicts, duplications, outdated references, and areas of ambiguity. Begin compliance assessment against California labor and employment law, public agency requirements, and LAFCO-specific statutes.
<b>Weeks 4–5</b>	<b>Phase 2 – Compliance and Alignment Assessment</b>	Complete compliance analysis and confirm alignment with Commission-adopted actions, governance authority, and independent employer status. Document findings and preliminary issues requiring correction or clarification.
<b>Weeks 6–7</b>	<b>Phase 3 – Gap Analysis and Recommendations</b>	Identify policy gaps, unclear authority, and procedural weaknesses. Develop prioritized recommendations distinguishing required corrections, best-practice improvements, and optional policy choices for Commission consideration.
<b>Week 8</b>	<b>Phase 4 – Redlined Revisions and Decision Support</b>	Prepare targeted redlined revisions to existing documents where appropriate. Develop written guidance outlining recommended actions, sequencing, and items requiring Commission policy direction.
<b>Week 9</b>	<b>Phase 4 – Stakeholder Review and Refinement</b>	Facilitate working discussions with Alameda LAFCO staff and identified stakeholders to review redlines, recommendations, and decision points; refine documents based on feedback.
<b>Week 10</b>	<b>Phase 5 – Implementation Support</b>	Finalize redlined documents and supporting materials incorporating stakeholder input. Assist staff with preparation of materials for Commission review and consideration.
<b>Week 11</b>	<b>Phase 5 – Commission Support (Optional)</b>	Participate in Commission presentation or meeting support, if requested, to explain findings, recommendations, and proposed document changes.

The exact timing of work and determination of task completion dates will be finalized in collaboration with Alameda LAFCO and the CPS HR Project Manager.

## Project Management Approach

CPS HR uses a comprehensive approach for planning, organizing, directing, and controlling consulting engagements. Our approach is designed to ensure a focused and efficiently executed project. We use sound project management procedures and ongoing communication to ensure project success.

CPS HR is convinced that the key ingredient to a successful consulting assignment is an effective combination of sound project management procedures, high-quality project team members, and good customer service. Effective project management is required to provide for the orchestration and timely flow of activities, an ongoing feedback and adjustment mechanism, and the judicious use of time. Our project management process includes three primary components.

- Providing ongoing monitoring and control of project activities. Unforeseen developments or changes in circumstances may warrant changes in emphasis, revisions to the approach in certain areas, or other modifications of planned work activities. Active project management provides greater assurance that such redirection will occur when warranted by circumstances.
- Ensuring the optimum management of the time available to complete the project. Effective time management is a skill required of experienced professionals. Sound project management can optimize the overall effectiveness of the project team's efforts and provide a greater assurance of meeting milestones and budgets.
- Providing for the continuous reinforcement of the project's objectives. A major role of project management is to ensure that the consulting team consistently adheres to the proper perspective in facilitating the project.

CPS HR is dedicated to the commitment of its full complement of resources for the success of all projects. The team members who will be working on this project will be readily accessible and are committed to meeting all deadlines and scheduled timeframes.

### **Provide Oversight and Quality Assurance**

We are committed to meeting the highest professional standards of quality. Team members are selected for their relevant experience and professional maturity in dealing with project environments such as this. Each will spend an appreciable portion of his or her effort in the review, constructive challenge, and direction of assigned responsibilities.

We firmly believe the most important factors in ensuring the highest quality of client satisfaction are the commitment the consultant brings to the engagement and the experience of the firm and the individual consultants working on the engagement.

### **Respond in a Timely Manner**

Beyond the communication capabilities and routine project management practices identified above, our project team also has the depth and breadth necessary to meet time requirements of projects. It is our policy to make the best possible use of working time both on- and off-site.

Our work schedules are completely flexible. Furthermore, as part of our practice, client calls and e-mails will be addressed no later than 24 hours upon receipt, if not earlier.

### ***Meet and Exceed the Client's Expectations***

The vision and values of CPS HR as an organization and for all of its personnel is centered around two primary values.

- **Satisfy the Client.** We will exceed client expectations whenever possible. We commit to quality and will assure that feel they have received a valuable service or product for the fee paid.
- **Value Ethical Behavior.** We model and reinforce honest and ethical behavior in all business relationships, including interactions with the Board members, clients, CPS HR staff, vendors, and the general public.

Our goal, therefore, is to ensure that our project team will meet or exceed your expectations for all phases of the project, and we will work diligently with your staff to meet fully the objectives of the project. We intend to accomplish this through our combination of sound project management procedures, good customer service, and solid communication strategies.

# Project Costs and Schedule

## Pricing Structure

CPS HR will assign highly experienced Human Resource Consultants who will be available to conduct a policy review and audit for Alameda LAFCO virtually. CPS HR proposes a flat fee of \$10,000 for these services that will be billed at the completion of the project.

Phase	Cost
Phase 1 – Project Initiation and Document Inventory	\$1,000
Phase 2 – Cross-Document Review and Compliance Assessment	\$2,700
Phase 3 – Gap Analysis and Recommendations	\$3,460
Phase 4 – Redlined Revisions and Decision Support	\$1,820
Phase 5 – Implementation Support	\$1,020
<b>Project Total</b>	<b>\$10,000</b>

## Additional Ongoing HR Consulting

In the event Alameda LAFCO desires a need for additional HR support, CPS HR can provide an experienced HR Consultant based on the hourly rates listed below for a not-to-exceed amount that fits within your budget. Once a scope of work is defined for each project, phase, and/or additional task CPS HR can easily itemize the time and materials for fixed fee cost and provide you with a quote. In such an event, we are happy to provide a written timeline for your review and approval prior to the start of any engagement.

Project Team Roles and Hourly Rate	
CPS HR Staff Classification	Hourly Rate
Project Manager	\$180/hour
Principal Consultant/Technical Expert	\$150/hour
Senior Consultant	\$135/hour
HR Consultant	\$120/hour
Administrative Support	\$100/hour

It is assumed the scope of services will be performed remotely. If onsite meetings are requested, travel time will be billed at 50% of the hourly rate and travel expenses will be billed at the standard IRS rates. Actual out-of-pocket reimbursable expenses for such items as advertising for a recruitment, printing/copying, postage/delivery charges, and related fees, if paid by CPS HR, will be billed directly to Alameda LAFCO for actual expenses incurred. Alameda LAFCO will have final approval on any expenses utilized for each recruitment effort. CPS HR is open to discussing alternative work plans which may alter the cost of the project.



# LAFCO

*Alameda* Local Agency Formation Commission

## AGENDA REPORT

May 14, 2026

Item No. 6f

**TO:** Alameda Commissioners

**FROM:** Rachel Jones, Executive Officer

**SUBJECT:** **The Paperwork Company |  
Executive Officer Small Contracting Authority**

The Alameda Local Agency Formation Commission (LAFCO) will receive information regarding to the Executive Officer’s small contracting authority. Pursuant to the Executive Officer’s small contracting authority, the Executive Officer has executed a Professional Services Agreement with the Paperwork Company LLC for limited consultant services supporting the Alameda County Resource Conservation District (ACRCD) Municipal Service Review (MSR). The agreement is being reported to the Commission as notice of the action taken under delegated authority.

### Background

Alameda LAFCO requires limited consultant assistance to support completion of the ACRCD Municipal Service Review. The consultant services include data reconciliation, demographic analysis, technical review, and report drafting associated with the MSR. The agreement is an update to the most recent MSR for ACRCD prepared in 2013, including extraction of baseline data, incorporation of current statutory, financial, and demographic data, and preparation of an updated draft MSR for Commission review.

The Executive Officer has executed a Professional Services Agreement with the Paperwork Company LLC in a maximum amount of \$4,500. The agreement commencement date is April 1, 2026, and the termination date is June 7, 2027.

### Discussion

The agreement falls within the Executive Officer’s delegated small contracting authority and therefore does not require Commission approval. The total agreement amount is \$4,500, which is below the applicable threshold.

Under the agreement, the consultant will provide the following:

- review of existing baseline metrics and governance information;
- sourcing and reconciling current operational, financial, demographic, and governance data; and
- delivery of an updated draft MSR with written determinations required by Government Code Section 56430.

Any future work beyond this pilot project would require separate authorization and, if applicable, separate agreement approval consistent with LAFCO's contracting authority and procedures.

### **Recommendation**

Receive the report on the executed contract with the Paperwork Company for ACRCO MSR support services.

### **Procedures**

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

Respectfully,



Rachel Jones  
Executive Officer

Attachments:

1. Professional Services Agreement with the Paperwork Company

**PROFESSIONAL SERVICES AGREEMENT  
FOR CONSULTANT SERVICES**

**(LAFCO of Alameda County / the paperwork company LLC)**

**1. IDENTIFICATION**

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the Local Agency Formation Commission of Alameda County, a subdivision of the State of California (“LAFCO”), and **the paperwork company (“tpc”), a California Limited Liability Company**(“Consultant”) (collectively, “parties”).

**2. RECITALS**

- 2.1. LAFCO has determined that it requires the following professional services from a consultant: **Data reconciliation, demographic analysis, technical review, and report drafting for the Alameda County Resource Conservation District(ACRCD) Municipal Service Review(MSR).**
- 2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3. Consultant represents that it has no known relationships with third parties, LAFCO Commission members, or employees of LAFCO which would (1) present a conflict of interest with the rendering of services under this Agreement under California Government Code section 1090, the Political Reform Act (Government Code section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.
- 2.4. LAFCO has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant shall perform in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant’s work by LAFCO shall not operate as a waiver or release. Consultant represents and warrants to LAFCO that (a) it has all licenses, permits, qualifications, insurance and approvals of whatever nature which are legally required for Consultant to practice its profession, and (b) it shall, at its sole cost, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for Consultant to practice its profession. Consultant shall indemnify and hold harmless LAFCO, its officers,

PSA #: \_\_\_\_\_

agents, employees and volunteers from and against any and all claims or expenses caused or occasioned directly or indirectly by Consultant's failure to so perform.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, LAFCO and Consultant agree as follows:

### 3. DEFINITIONS

- 3.1. "Scope of Services": Such professional services as are set forth in Consultant's **3/30/26** proposal to LAFCO attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. "Agreement Administrator": The Agreement Administrator for this project is **Rachel Jones, Executive Officer at LAFCO of Alameda County**. The Agreement Administrator shall be the principal point of contact at the LAFCO for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. LAFCO reserves the right to change this designation upon written notice to Consultant.
- 3.3. "Approved Fee Schedule": Consultant's compensation rates are set forth in the fee schedule attached hereto as **Exhibit B** and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. "Maximum Amount": The highest total compensation payable from LAFCO's general operating funds under this Agreement is **Four Thousand Five Hundred Dollars (\$4,500.00)**.
- 3.5. "Commencement Date": **4/1/26**.
- 3.6. "Termination Date": **6/1/27**

### 4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 16 ("Termination") below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by LAFCO in writing and incorporated in written amendments to this Agreement.

### 5. CONSULTANT'S DUTIES

- 5.1. **Services.** Consultant shall perform the services identified in the Scope of Services. LAFCO shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding

PSA #: \_\_\_\_\_

increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

5.2. **Coordination with LAFCO.** In performing services under this Agreement, Consultant shall coordinate all contact with LAFCO through its Agreement Administrator. All changes and/or extra work shall be performed and paid for in accordance with the following:

5.2.1. Only the LAFCO Executive Officer, **Rachel Jones**, or Commission may authorize extra and/or changed work. Consultant expressly recognizes that other LAFCO personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Consultant to secure the Commission's or LAFCO **Rachel Jones, Executive Officer's** authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Consultant thereafter shall be entitled to no compensation whatsoever for performance of such work.

5.2.2. If Consultant is of the opinion that any work s/he has been directed to perform is beyond the scope of this Agreement and constitutes extra work, s/he shall promptly notify LAFCO of the fact. LAFCO shall make a determination as to whether or not such work is, in fact, beyond the scope of this Agreement and constitutes extra work. In the event that LAFCO determines that such work does constitute extra work, it shall provide extra compensation to Consultant on a fair and equitable basis. A Supplemental Agreement providing for such compensation for extra work shall be negotiated between LAFCO and Consultant. Such Supplemental Agreement shall be executed by Consultant and be approved by the LAFCO Executive Director.

5.2.3. In the event LAFCO determines that such work does not constitute extra work, Consultant shall not be paid extra compensation above that provided herein and if such determination is made by LAFCO staff, said determination may be appealed to the LAFCO Commission as long as a written appeal is submitted to the LAFCO Executive Director within five (5) days after the staff's determination is received by Consultant. Said written appeal shall include a description of each and every ground upon which Consultant challenges the staff's determination. The LAFCO Executive Director's or Commission's decision shall be final.

5.3. **Budgetary Notification.** Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.

PSA #: \_\_\_\_\_

- 5.4. **Business License.** Consultant shall obtain and maintain in force a business license for the duration of this Agreement.
- 5.5. **Professional Standards.** Consultant shall perform all work to the highest standards of Consultant’s profession and in a manner reasonably satisfactory to LAFCO. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict-of-interest provisions of California Government Code section 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 5.6. **Campaign Contributions.** This Agreement is subject to Government Code section 84308, as amended by Senate Bill 1439. Consultant shall disclose any contribution to an elected or appointed LAFCO official’s campaign or committee in an amount of more than five hundred dollars (\$500) made within 12 months preceding the Commencement Date, by Consultant, its, her, or his agent, or another party affiliated with Consultant. Consultant shall provide a signed copy of the attached Campaign Contribution Disclosure Form to LAFCO prior to, or concurrent with, Consultant's execution of this Agreement and no later than the Commencement Date.
- 5.7. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, LAFCO may consent in writing to Consultant’s performance of such work.
- 5.8. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **David Key** shall be Consultant’s project administrator and shall have direct responsibility for management of Consultant’s performance under this Agreement. No change shall be made in Consultant’s project administrator without LAFCO’s prior written consent.
- 5.9. **Prevailing Wages.** This Agreement is subject to the Prevailing Wage Laws, as more fully set forth in Section 8 (Prevailing Wages), for all work performed under this Agreement for which the payment of prevailing wages is required under state law. In particular, Consultant acknowledges that prevailing wage determinations are available for work performed under this Agreement.
- 5.10. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to LAFCO that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of LAFCO. If LAFCO and Consultant cannot

PSA #: \_\_\_\_\_

agree as to the substitution of key personnel, LAFCO may terminate this Agreement for cause.

- 5.11. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary, if any, for Consultant's performance of this Agreement including, but not limited to, professional licenses and permits.
- 5.12. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subconsultant. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.13. **Inspection Services.** In the event Consultant will perform inspection services, LAFCO or authorized representatives of LAFCO shall have the right to inspect the work of such services whenever such representatives may deem such inspection to be desirable or necessary. Inspections by LAFCO do not in any way relieve or minimize the responsibility of Consultant to conduct the inspections Consultant has expressly agreed to perform pursuant to this agreement. Consultant shall be solely liable for said inspections performed by Consultant. Consultant shall certify in writing to LAFCO as to the completeness and acceptability of each inspection of improvement or construction which Consultant agrees to inspect hereunder.
- 5.14. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to LAFCO under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of LAFCO. In addition, pursuant to California Government Code section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of LAFCO or as part of any audit of LAFCO, for a period of three (3) years after final payment under this Agreement.

## 6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to LAFCO for all services to be performed under this Agreement.

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- 6.3. **Identification in Fee Schedule.** All subconsultants shall be specifically listed and their billing rates identified in the Approved Fee Schedule, **Exhibit B**. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.
- 6.4. **Compensation for Subconsultants.** LAFCO shall pay Consultant for work performed by its subconsultants, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, **Exhibit B**. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subconsultants performing services under this Agreement. LAFCO shall not be liable for any payment, compensation, or federal and state taxes for any subconsultants.

## 7. COMPENSATION

- 7.1. **General.** LAFCO agrees to compensate Consultant for the services provided under this Agreement and Consultant agrees to accept payment in accordance with the Approved Fee Schedule, **Exhibit B** in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by LAFCO in advance.
- 7.2. **Invoices.** Consultant shall submit to LAFCO an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. Invoice detail requirements are more particularly described in Exhibit A.
- 7.3. **Taxes.** LAFCO shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by LAFCO through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of LAFCO.
- 7.6. **LAFCO Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, payment shall be made to Consultant upon confirmation by the Executive Officer that the services have been performed in substantial compliance with the scope and technical specifications set forth in Exhibit A.

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- 7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, LAFCO shall have the right to withhold payments under this Agreement to offset that amount.

## 8. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects including, but not limited to, the design and preconstruction phases of a covered public works project. Consultant shall defend, indemnify, and hold LAFCO, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

## 9. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material, including without limitation copies thereof, digital originals, and digital copies (“written products” herein) developed by Consultant in the performance of this Agreement shall be and remain the property of LAFCO without restriction or limitation upon its use or dissemination by LAFCO except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant. LAFCO acknowledges that Consultant uses proprietary software, data architectures, and internal databases (collectively, “Consultant Technology”) to perform the services. Consultant shall retain all right, title, and interest in and to the Consultant Technology. LAFCO’s ownership is limited to the final Written Products delivered under this Agreement and does not extend to the underlying systems, data lakes, or methodologies used to generate them.

## 10. RELATIONSHIP OF PARTIES

- 10.1. **General.** Consultant is, and shall at all times remain as to LAFCO, a wholly independent contractor.
- 10.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of LAFCO or otherwise to act on behalf of LAFCO as an agent. Consultant, its officers, employees and agents shall not have any power to bind or commit LAFCO to any decision or course of action, and Consultant, its officers, employees and agents shall not represent to any person or party that it or they are acting as agents of LAFCO or that it or they have the power to bind or commit LAFCO. Neither LAFCO nor any of its agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of LAFCO.

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- 10.3. Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to LAFCO as an employer. Consultant shall not be entitled to any benefits. LAFCO makes no representation as to the effect of this independent contractor relationship on Consultant’s previously earned California Public Employees Retirement System (“CalPERS”) retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation, and other applicable federal and state taxes.
- 10.4. Indemnification of CalPERS Determination.** In the event that Consultant or any employee, agent, or subconsultant of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of LAFCO, Consultant shall indemnify, defend, and hold harmless LAFCO for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of LAFCO.

**11. INDEMNIFICATION**

- 11.1. Definitions.** For purposes of this Section 11, “Consultant” shall include Consultant, its officers, employees, servants, agents, or subconsultants, or anyone directly or indirectly employed by either Consultant or its subconsultants, in the performance of this Agreement. “LAFCO” shall include LAFCO, its officers, agents, employees and volunteers.
- 11.2. Consultant to Indemnify LAFCO.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend LAFCO from and against any and all claims, losses, costs, liability, or expenses for any personal injury or property damage to the extent the same are caused by Consultant’s negligent acts, errors, or omissions, recklessness, or willful misconduct in the performance of this Agreement. Consultant’s duty to defend LAFCO under this Section shall be limited to those claims, actions, or proceedings where negligence, recklessness, or willful misconduct by the Consultant is alleged. Upon the final adjudication of such claim, if Consultant is found to be non-negligent, LAFCO shall reimburse Consultant for the proportional share of defense costs paid by Consultant that exceed Consultant’s adjudicated percentage of fault.
- 11.3. Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person. Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify LAFCO for such loss or

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damage as is caused by the active negligence, sole negligence, or willful misconduct of LAFCO.

**11.4. Attorneys' Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of LAFCO's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

**11.4.1. Attorneys' Fees in Enforcing Indemnity.** Attorneys' fees and litigation expenses incurred in any action brought to enforce the indemnification provision set forth herein shall be recoverable by the prevailing party.

**11.5. Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to LAFCO.

**11.6. Indemnification by Subconsultants.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subconsultant or any other person or entity involved in the performance of this Agreement on Consultant's behalf.

**11.7. Insurance Not a Substitute.** LAFCO does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

## 12. INSURANCE

1.1. **Insurance Required.** Consultant shall maintain insurance as described in this Section and shall require all of its subconsultants, consultants, and other agents to do the same. Approval of the insurance by LAFCO shall not relieve or decrease any liability of Consultant.

1.2. **Documentation of Insurance.** Consultant shall file with LAFCO a **Certificate of Insurance (COI)** indicating companies acceptable to LAFCO, with a Best's Rating of no less than A:VII. Consultant shall also provide **Original Endorsements** effecting coverage for all policies required by this Agreement.

1.3. **Coverage Amounts.** Insurance coverage shall be at least in the following minimum amounts:

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- **Professional Liability (Errors & Omissions): \* Limits:** \$1,000,000 per occurrence / \$2,000,000 aggregate.

**Scope:** Includes coverage for technology-based services, data ingestion errors, and **Cyber/Data Breach Liability** to protect agency data integrity.

- **Commercial General Liability: \* Limits:** \$1,000,000 per occurrence / \$2,000,000 aggregate.

**Scope:** Standard Business Owners Policy (BOP) covering third-party bodily injury and property damage.

- **Automobile Liability (Hired and Non-Owned): \* Limits:** \$1,000,000 combined single limit.

**Scope:** Specifically covers "Hired and Non-Owned" vehicles. As the project involves no fleet operations or heavy machinery, this covers incidental business travel in personal or rented vehicles.

- **Workers' Compensation: \* Status: Exempt. \* Phasing:** Consultant represents that all work is performed by the principals/owners of the firm who have elected to be excluded from coverage under **California Labor Code § 3700**. No employees will be utilized in the performance of this agreement.
- **Employer's Liability: \* Limits:** \$1,000,000 (standard limit, usually bundled with the waiver or a minimum policy).

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.

- 1.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than Insurance Services Office (ISO) Form CG 00 01. Coverage must be on a standard Occurrence form with limits of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

- 1.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the California Labor Code. Consultant represents that it is a business entity consisting solely of its working principals and has no employees. Accordingly, Consultant is exempt from the requirement to carry Workers' Compensation insurance. Should Consultant hire employees during the term of this Agreement,

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Consultant shall immediately obtain statutory coverage and provide evidence of insurance to LAFCO.

- 1.6. **Automobile Liability Insurance.** Consultant shall maintain Automobile Liability insurance covering Hired and Non-Owned automobiles used in connection with the performance of this Agreement, using ISO Business Auto Coverage form CA 00 01 (or equivalent), with limits of no less than \$1,000,000 combined single limit per accident.
- 1.7. **Professional Liability Insurance or Errors & Omissions Coverage.** Consultant shall maintain Professional Liability insurance, including Cyber/Data Breach Liability, with limits of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate. The deductible or self-insured retention may not exceed \$50,000. Coverage shall be maintained for at least two (2) years after the completion of the work. If the insurance is on a "claims-made" basis, the retroactive date shall be no later than the commencement of work under this Agreement.
- 1.8. **Claims-Made Policies.** If any required policies are on a claims-made basis, the Retroactive Date must be before the date of this Agreement. Coverage must be maintained for at least two (2) years after completion of work. If coverage is cancelled or non-renewed, Consultant shall purchase "extended reporting" coverage for a minimum of two (2) years after completion of work.
- 1.9. **Additional Insured Endorsements.** LAFCO, its Commissioners, officials, officers, and employees must be endorsed as an additional insured on the **General Liability** policy for liability arising out of operations by or on behalf of the Consultant. Consultant's insurance shall be primary, and any insurance maintained by LAFCO shall be non-contributory.
- 1.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and Consultant does not furnish a new certificate of insurance prior to cancellation, LAFCO has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due Consultant under this Agreement. Failure of Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this Section, shall constitute a material breach of this Agreement.
- 1.11. **Notices.** Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the

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expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: **LAFCO of Alameda County, Attn: Rachel Jones, Executive Officer, 224 West Winton Ave., Suite 110, Hayward, CA 94544.**

- 1.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to LAFCO. Any insurance or self-insurance maintained by LAFCO and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 1.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against LAFCO. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 1.14. **Report of Claims to LAFCO.** Consultant shall report to LAFCO, in addition to Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 1.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to LAFCO. LAFCO may require Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, LAFCO must approve all such amounts prior to execution of this Agreement.

LAFCO has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein are subject to LAFCO's approval.

- 1.16. **Duty to Defend and Indemnify.** Consultant's duties to defend and indemnify LAFCO under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration or termination of this Agreement.

## 2. MUTUAL COOPERATION

- 2.1. **LAFCO Cooperation in Performance.** LAFCO shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement. Consultant shall not be responsible for delays or errors caused by the unavailability, incompleteness, or illegibility of source documentation provided by LAFCO or the subject agencies. LAFCO acknowledges that the timeline for deliverables is contingent upon the timely receipt of source documentation. Delays in receiving pertinent data may result in a corresponding extension of the delivery schedule.

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2.2. **Consultant Cooperation in Defense of Claims.** If any claim or action is brought against LAFCO relating to Consultant’s performance in connection with this Agreement, Consultant shall render any reasonable assistance that LAFCO may require in the defense of that claim or action.

**3. NOTICES**

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant’s and LAFCO’s regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing); or (iii) the day of delivery if emailed to the email address listed below and simultaneously deposited in the U.S. mail, postage prepaid, to the address(es) listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to LAFCO

Rachel Jones  
LAFCO of Alameda  
224 West Winton Ave., Suite 110,  
Hayward, CA 94544  
Telephone: (510) 591-1332  
Email: rachel.jones@acgov.org

If to Consultant:

David Key  
the paperwork company  
1080 Erica Road  
Mill Valley CA 94941  
Telephone: (510) 837-0238  
Email: david@thepaperworkcompany.com

With courtesy copy to:

Matthew T. Summers  
LAFCO Counsel  
Colantuono, Highsmith & Whatley, PC  
790 E. Colorado Blvd., Suite 850  
Pasadena, CA 91101  
Phone (213) 542-5719  
Email: msummers@chwlaw.us

**4. SURVIVING COVENANTS**

The parties agree that the covenants contained in Section 5.14 (Records), Section 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnification), Section 12.8 (Claims-Made Policies), Section 13.2 (Consultant Cooperation in Defense of Claims), and Section 18.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

**5. TERMINATION**

PSA #: \_\_\_\_\_

- 5.1. **LAFCO Termination.** LAFCO may, in its sole and unfettered discretion and without cause, terminate this Agreement at any time prior to completion by Consultant of the services required. Notice of Termination of this Agreement shall be given in writing to Consultant and shall be sufficient and complete when same is emailed to Consultant and simultaneously deposited in the United States mail postage prepaid and certified, addressed as set forth in Section 14 of this Agreement. The Agreement shall be terminated upon receipt of the Notice of Termination by Consultant. If LAFCO should terminate this Agreement, Consultant shall be compensated for all work satisfactorily performed prior to time of receipt of termination notice, and shall be compensated for materials ordered by Consultant or his/her employees, or services of others ordered by Consultant or his/her employees prior to receipt of Notice of Termination whether or not such materials or final instruments of services of others have actually been delivered, provided that Consultant or its employees are not able to cancel such orders for materials or services of others. Compensation for Consultant in the event of termination by LAFCO shall be determined by **Rachel Jones, Executive Officer at LAFCO of Alameda County** in accordance with the percentage of project completed. In the event that this Agreement is terminated pursuant to this Section 16.1, Consultant shall not be entitled to any additional compensation over that provided herein; nor shall Consultant be entitled to payment for any alleged damages or injuries (including lost opportunity damages) purportedly caused by the termination of this Agreement by LAFCO pursuant hereto.
- 5.2. **Consultant Termination.** Consultant may terminate this Agreement upon thirty (30) days written notice to LAFCO only for good cause. Consultant's written notice of termination shall contain a full explanation of the facts and circumstances constituting good cause. In the event of termination, all notes, sketches, computations, drawings and specifications, or other data, whether complete or not, produced through the time of LAFCO's last payment shall be relinquished to LAFCO. LAFCO may, at its own expense, make copies or extract information from any such notes, sketches, computations, drawings, and specifications, or other data whether complete or not.
- 5.3. **Consultant Failure to Perform.** Should Consultant fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, LAFCO may terminate this Agreement by giving written notice of such termination, stating the reasons for such termination in such event. Consultant shall be compensated as above, provided, however, there shall be deducted from such amount the amount of damage if any, sustained by LAFCO by virtue of Consultant's breach of this Agreement.
- 5.4. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

PSA #: \_\_\_\_\_

LAFCO shall have the benefit of such work as may have been completed up to the time of such termination.

- 5.5. **Remedies.** LAFCO retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

## 6. INTERPRETATION OF AGREEMENT

- 6.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 6.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between LAFCO and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations here from shall be effective and binding only if made in writing and executed on by LAFCO and Consultant.
- 6.3. **Headings.** The headings and captions appearing at the commencement of the Sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the Section or Subsection thereof at the head of which it appears, the language of the Section or Subsection shall control and govern in the construction of this Agreement.
- 6.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 6.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 6.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting.

## 7. GENERAL PROVISIONS

PSA #: \_\_\_\_\_

- 7.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by LAFCO. LAFCO shall grant such consent if disclosure is legally required. All LAFCO data shall be returned to LAFCO upon the termination or expiration of this Agreement except as noted in Sections 5 and 9, above.
  
- 7.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultant to file, a Statement of Economic Interest with LAFCO’s Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, LAFCO shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of LAFCO, during the term of his or her service with LAFCO, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
  
- 7.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without LAFCO’s prior written consent, and any attempt to do so shall be void and of no effect. LAFCO shall not be obligated or liable under this Agreement to any party other than Consultant.
  
- 7.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
  
- 7.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
  
- 7.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
  
- 7.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant

PSA #: \_\_\_\_\_

agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

- 7.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by LAFCO or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by LAFCO or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 7.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in LAFCO's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 7.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 7.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, each party shall pay its own costs, including any accountants' and attorneys' fees expended in the action.
- 7.12. **Venue.** The venue for any litigation shall be in the Superior Court of California for the County of Alameda. Consultant hereby consents to jurisdiction in that court for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 7.13. **Counterparts; Electronic Signatures.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.

PSA #: \_\_\_\_\_

*[Signatures on following page]*

PSA #: \_\_\_\_\_

**TO EFFECTUATE THIS AGREEMENT**, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“LAFCO”

Local Agency Formation Commission of Alameda County

Signed by:  
By: Rachel Jones  
Signature

Printed: Rachel Jones

Title: Executive Officer

Date: 4/7/2026

“Consultant”

David Key, CEO | the paperwork company

Signed by:  
By: David Key  
Signature

Printed: David Key

Title: Chief Executive Officer

Date: 4/8/2026

**Attest:**

Signed by:  
By: April Raffel  
April Raffel, LAFCO Clerk

Date: 4/8/2026

**Approved as to form:**

By: Matthew Summers  
Matthew T. Summers, LAFCO Counsel

PSA #: \_\_\_\_\_

## CAMPAIGN CONTRIBUTION DISCLOSURE PROVISIONS

LAFCOs are subject to the campaign disclosure provisions detailed in Government Code section 84308.

**Please carefully read the following information to determine if the provisions apply to you. If you determine that the provisions are applicable, this Campaign Disclosure Form must be completed and returned to the LAFCO with your application.**

1. No LAFCO Commissioner shall accept, solicit, or direct a contribution of more than \$500 from any party<sup>1</sup> or party's agent<sup>2</sup> during the pendency of your application and for 12 months after the date a final decision is rendered by the LAFCO. This prohibition commences when your application has been filed or the proceeding is otherwise initiated.
2. A party to a LAFCO proceeding shall disclose on the record of the proceeding any contribution of more than \$500 made to any Commissioner by the party or party's agent during the 12 months preceding the proceeding. No party or party's agent to a LAFCO proceeding shall make a contribution to a Commissioner while the application is pending, during the proceeding, and for 12 months following the date a final decision is rendered by the LAFCO.
3. Prior to considering your application, any Commissioner who received a contribution of more than \$500 within the 12 months preceding the commencement of the proceedings on your application from any party or party's agent, shall disclose that fact on the record of the proceeding and shall be disqualified from participating in the proceeding. However, if any Commissioner receives a contribution that otherwise would require disqualification and returns the contribution within 30 days of knowing about the contribution and the relevant proceeding, that Commissioner shall be permitted to participate in the proceeding.

To determine whether a campaign contribution of more than \$500 has been made by you or your agent to a Commissioner within the preceding 12 months, all contributions made by you or your agent during that period must be aggregated.

Names of current LAFCO Commissioners are available on the LAFCO's website. If you have questions about Government Code section 84308, FPPC regulations, or the Campaign Disclosure Form, please contact the LAFCO Clerk.

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<sup>1</sup> "Party" is defined as any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.

<sup>2</sup> "Agent" is defined as a person who represents a party in connection with a proceeding. If an individual acting as an agent also is acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar entity or corporation, both the individual and the entity or corporation are agents. When a closed corporation is a party to a proceeding, the majority shareholder is subject to these provisions.

PSA #: \_\_\_\_\_

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

(a) Application for:

- License
- Permit
- Franchise
- Mills Act or Development Agreement
- Contract (Professional Services, Construction Services, Maintenance, Public Works, etc.)
- Lease
- Other Entitlement<sup>3</sup>

Name and address of any party or party’s agent who has contributed more than \$500 to any Commissioner within the preceding 12 months. If none, write in “none:”

1. \_\_\_\_\_ None \_\_\_\_\_
2. \_\_\_\_\_ None \_\_\_\_\_
3. \_\_\_\_\_ None \_\_\_\_\_

(b) Date and amount of Contribution:

Date: \_\_\_\_\_ Amount: \$ \_\_\_ 0 \_\_\_\_\_

Date: \_\_\_\_\_ Amount: \$ \_\_\_ 0 \_\_\_\_\_

Date: \_\_\_\_\_ Amount: \$ \_\_\_ 0 \_\_\_\_\_

(c) Name of Commissioner to whom contribution was made:

1. \_\_\_\_\_ None \_\_\_\_\_
2. \_\_\_\_\_ None \_\_\_\_\_
3. \_\_\_\_\_ None \_\_\_\_\_

(d) I certify that the above information is true and correct to the best of my knowledge.

Name: \_\_\_\_\_ David Key \_\_\_\_\_

Signature: \_\_\_\_\_ /David Key/ \_\_\_\_\_

Date: \_\_\_ 3/30/26 \_\_\_\_\_ Phone: \_\_\_ 510 837 0238 \_\_\_\_\_

**To be completed by LAFCO:**

Application No.: \_\_\_\_\_


<sup>3</sup> “License, permit or other entitlement for use” means all business, professional, trade, and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts) and all franchises.

PSA #: \_\_\_\_\_

WORKER'S COMPENSATION INSURANCE ACKNOWLEDGEMENT

I am aware of the provisions of section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. If any class of employees engaged in work under this contract at the site of the Project is not protected under any Worker's Compensation law, Consultant shall provide and shall cause each subconsultant to provide adequate insurance for the protection of employees not otherwise protected. Consultant shall indemnify and hold harmless LAFCO for any damage resulting from failure of either Consultant or any subconsultant to take out or maintain such insurance.

Date: 3/30/26

\_\_\_\_\_ /David Key /    
 Signature Signed by: 7EAE082BB33B4CF...   
 \_\_\_\_\_ David Key David Key   
 Printed Name   
 \_\_\_\_\_ CEO Chief Executive Officer   
 Title

PSA #: \_\_\_\_\_

**EXHIBIT A**  
**(Scope of Services)**

**Section 1 General Description of Work Objectives**

The objective of this agreement is for the Consultant to provide a comprehensive, one-off update to the Alameda County Resource Conservation District (ACRCD) Municipal Service Review (MSR). The Consultant will act as an extension of Alameda LAFCo staff to extract baseline data from the existing 2013 ACRCD MSR, ingest current statutory, financial, and demographic data, and deliver an updated, mathematically accurate, and Cortese-Knox-Hertzberg (CKH) Act-compliant draft MSR for Commission review.

**Section 2 Period of Performance and Location(s)**

**2.1 Project Period:** Starting: 4/1/2026 | Ending: 6/1/2026

**2.2 Locations:** Remote / Consultant Offices

**Section 3 Services/Tasks/Deliverables**

Consultant shall provide technical capacity and tech-enabled drafting to complete the following specific deliverables for the ACRCD MSR Update.

ITEM	Task/Deliverable Category	Interval/Timing	Payment
3.1	<b>Baseline Data Extraction &amp; Review:</b> Consultant will review the existing 2013 ACRCD MSR to extract baseline metrics, historical determinations, and structural governance data to formulate the foundation of the 2026 update.	Week 1	Included in Project Fee
3.2	<b>Current Data Ingestion &amp; Reconciliation:</b> Consultant will source and verify current operational and financial metrics, including State Controller's Office (SCO) financial raw data, ABAG/MTC Plan Bay Area 2050 population projections, current board governance, and active grant/project tracking to bridge the data gap from 2013 to present.	Weeks 2-3	Included in Project Fee
3.3	<b>Draft MSR Delivery:</b> Synthesis of all verified data into a complete, written MSR draft. The draft will include updated written determinations for all statutory categories required by Gov. Code § 56430 (e.g., Growth and	Week 4	<b>\$4,500.00</b> (Flat

PSA #: \_\_\_\_\_

	Population, Financial Ability, Accountability and Governance).		Project Fee)
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**Section 4 Description of Worksite Conditions and Delivery Requirements**

Professional Administrative/Tech Enabled Managed Services. All data processing occurs within a secure, sovereign digital sandbox. No construction or field maintenance work to be performed.

**Section 5 Labor Classification**

N/A - Professional Services Agreement. No construction or field maintenance work to be performed.

**Section 6 Quality Control/Quality Assurance and Warranties**

Consultant warrants that the updated MSR will utilize rigorous data-extraction methodologies. Every factual claim, capacity metric, or demographic projection generated by the Consultant will be cited directly to an official district, county, or state source document to ensure total evidentiary accuracy. The final deliverable is subject to the review and approval of the Alameda LAFCo Executive Officer to ensure appropriate collaborative tone and formatting alignment.

**Section 7 Additional Requirements**

Data Sovereignty: All input data, draft text, and the final generated report remain the exclusive property of Alameda LAFCo.

**Section 8 Points of Contact (Contract Supervision and Billing)**

LAFCo: Rachel Jones, Executive Officer

Consultant: David Key, CEO, The Paperwork Company

**Section 9 Additional References**

- Exhibit B: Approved Fee Schedule & Task Order Rates

PSA #: \_\_\_\_\_

## EXHIBIT B

### (Approved Fee Schedule & Task Order Rates)

**Section 1: Fixed Project Fee** The compensation for the complete formulation, data reconciliation, and drafting of the Alameda County Resource Conservation District (ACRCD) Municipal Service Review Update outlined in Exhibit A is billed as a one-time, flat project fee.

- **Total Project Fee: \$4,500.00**
- **Invoicing:** Consultant shall invoice the Agency upon delivery of the completed draft MSR (Task 3.3). Payment is due Net 30.
- **Hosting/Tech Limits:** This fee is completely inclusive of all secure data ingestion, cloud computing, and software costs required to process the report. No additional software or licensing fees shall be billed to the Agency.
- **Future Credit Contingency:** Should the Agency and Consultant enter into a broader ongoing managed services agreement for Fiscal Year 2026/2027, this \$4,500.00 pilot project fee shall be credited toward that subsequent agreement.

**Section 2: Out-of-Scope / Ad-Hoc Hourly Rates** For specialized consulting requests that fall strictly outside the boundaries of the ACRCD MSR Update (e.g., generating distinct MSRs for other districts, handling expedited developer-driven annexations, or requested in-person legal testimony/Commission presentations), the Consultant shall bill at the following standard hourly rate, subject to prior written authorization by the Executive Officer:

- **Principal Consultant / Lead Data Architect:** \$250.00 / hour



# LAFCO

*Alameda* Local Agency Formation Commission

## AGENDA REPORT

May 14, 2026

Item No. 6g

**TO:** Alameda Commissioners

**FROM:** Rachel Jones, Executive Officer

**SUBJECT: Commission Clerk Performance Evaluation and Recommended Salary Adjustment**

The Alameda Local Agency Formation Commission (LAFCO) will consider approving a salary adjustment for the Commission Clerk following completion of her performance evaluation.

### Background

The Commission Clerk has completed her performance evaluation, which was conducted by the Executive Officer in accordance with Alameda LAFCO’s personnel policies. The evaluation reflects the Commission Clerk’s strong performance and substantial contributions to the agency during a critical transition period.

### Discussion

The Commission Clerk has performed excellent work in support of Alameda LAFCO, particularly during the agency’s transition to independent operations. Ms. April Raffel’s work has included consistent administrative support, coordination of Commission and committee meetings, records management, assistance with implementation of new agency systems and procedures, and support for the overall continuity of agency operations during the transition.

Based on the Executive Officer’s review, the Commission Clerk has demonstrated strong performance, professionalism, adaptability, and a high level of reliability. In recognition of that performance, the Executive Officer has determined that a two-step salary increase is warranted.

The proposed adjustment for the Commission Clerk would increase from \$102,200 to \$113,600.

### Financing

Approval of the recommended action would increase the Commission Clerk’s salary from \$102,200 to \$113,600. Any corresponding impacts to benefits and payroll costs would be absorbed within the Commission’s personnel budget and is addressed in the upcoming FY 2026-2027 operating budget.

## **Alternatives for Action**

The following alternatives are available to the Commission:

### Alternative One (Recommended):

Approve the salary adjustment for the Commission Clerk from \$102,200 to \$113,600 based on the completed performance evaluation.

### Alternative Two:

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

### Alternative Three:

Take no action.

## **Recommendation**

It is recommended the Commission proceed with Alternative Action One.

## **Procedures**

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

Respectfully,



Rachel Jones  
Executive Officer

### Attachments:

1. Commission Clerk Salary Range

## Commission Clerk Salary Band

The Commission Clerk classification was evaluated against updated 2025 Bay Area and urban LAFCO salary data, as well as county and special district administrative classifications with similar responsibilities (agenda management, Brown Act compliance, records, meeting logistics, and agency-wide administrative coordination). Based on this comparison, Alameda LAFCO's proposed **salary range of \$101,171 to \$126,000** places the position appropriately within the regional labor market, providing both competitiveness and fiscal responsibility.

Step 1 reflects the **entry level** for a fully qualified Commission Clerk. Step 3 serves as the **market midpoint**, consistent with the 50th–60th percentile of comparable Bay Area agencies. Step progression is structured in approximately 5–6% increments to support predictable advancement and retention.

### Proposed Salary Band – Commission Clerk

Step	Annual	Hourly	Monthly	Biweekly (26)
1	\$101,200	\$48.65	\$8,433	\$3,892.31
2	\$107,400	\$51.63	\$8,950	\$4,130.77
3	\$113,600	\$54.62	\$9,467	\$4,369.23
4	\$119,800	\$57.60	\$9,983	\$4,607.69
5	\$126,000	\$60.58	\$10,500	\$4,846.15

### Rationale

- **Market Alignment:** The range reflects current Bay Area administrative salary norms and LAFCO-specific data.
- **Internal Equity:** Step structure aligns proportionally with the Executive Officer salary band adopted by the Commission.
- **Retention & Development:** The step system supports incremental growth and recognizes increased effectiveness and institutional knowledge.
- **Fiscal Predictability:** Steps provide a clear budget framework for annual adjustments.

The proposed salary band maintains a competitive and appropriate compensation structure for the Commission Clerk role, ensuring Alameda LAFCO can attract and retain qualified administrative professionals while supporting operational continuity and compliance with statutory responsibilities.



# LAFCO

*Alameda* Local Agency Formation Commission

## AGENDA REPORT

May 14, 2026

Item No. 6h

**TO:** Alameda Commissioners

**FROM:** Matthew Summers, LAFCO Attorney

**SUBJECT: Executive Officer First Amended Employment Agreement**

The Alameda Local Agency Formation Commission (LAFCO) will consider approving a First Amendment to the Executive Officer Employment Agreement as the Commission has completed her annual performance evaluation.

### Background

The Commission has completed its performance evaluation of the Executive Officer in accordance with Alameda LAFCO’s personnel policies.

### Discussion

The Commission found the Executive Officer has performed well leading LAFCO through its transition to operational independence from the County. The Executive Officer’s work has included strategic leadership, securing all necessary professional and vendor support for independent operations, and setting a strong example of professionalism and excellence in maintaining LAFCO’s high standards of performance. In recognition of this strong performance, the Commission has negotiated a First Amendment to the Executive Officer Employment Agreement providing for a 5% base salary increase, to an annual salary of \$203,898.24.

The amendment also provides for a 3% performance incentive, calculated based on a retroactive effective date of June 21, 2025. Applying the adjusted salary from that date results in an estimated retroactive payment of \$8,698.59, or approximately \$8,700. The First Amendment to the Executive Officer Employment Agreement also affirms the Executive Officer’s term of employment is until the Commission or Executive Officer elect otherwise.

### Financing

Approval of the recommended action would increase the Executive Officer’s salary from \$194,188.80 to \$203,898.24. The corresponding impacts to benefits and payroll costs would be absorbed within the Commission’s personnel budget and are addressed in the upcoming FY 2026-2027 operating budget.

#### Administrative Office

Rachel Jones, Executive Officer  
 224 West Winton Avenue, Suite 110  
 Hayward, California 94544  
 T: 510.670.6267  
[www.alamedalafco.org](http://www.alamedalafco.org)

**Nate Miley, Regular**  
 County of Alameda

**David Haubert, Regular**  
 County of Alameda

**Lena Tam, Alternate**  
 County of Alameda

**Jack Balch, Regular**  
 City of Pleasanton

**John Marchand, Regular**  
 City of Livermore

**Sherry Hu, Alternate**  
 City of Dublin

**Ralph Johnson, Chair**  
 Castro Valley Sanitary District

**Mariellen Faria, Regular**  
 Eden Township Healthcare

**Peter Rosen, Alternate**  
 Hayward Area Recreation and Park District

**Sblend Sblendorio, Regular**  
 Public Member

**Bob Woerner, Alternate**  
 Public Member

## **Alternatives for Action**

The following alternatives are available to the Commission:

### Alternative One (Recommended):

Approve the First Amendment to the Executive Officer Employment Agreement based on the completed performance evaluation.

### Alternative Two:

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

### Alternative Three:

Take no action.

## **Recommendation**

It is recommended the Commission proceed with Alternative Action One.

## **Procedures**

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

Respectfully,



Matthew Summers  
LAFCO Attorney

Attachments:

1. First Amendment to the Executive Officer Employment Agreement

**FIRST AMENDMENT TO EMPLOYMENT  
AGREEMENT BETWEEN ALAMEDA  
LAFCO AND RACHEL JONES**

This First Amendment to Employment Agreement Between Alameda Local Agency Formation Commission (“LAFCO”) and Rachel Jones (“employee” or “Executive Officer”) (this “First Amendment”) is entered into and effective \_\_\_\_\_, 2026 (the “Effective Date”).

**RECITALS**

**WHEREAS**, LAFCO and Executive Officer entered into an Executive Officer Employment Agreement effective January 1, 2026, which remains in full force and effect (the “Agreement”); and

**WHEREAS**, LAFCO and the Executive Officer now wish to amend the Agreement to provide the Executive Officer with a 5% salary increase and a performance incentive equivalent to 3%, calculated using a retroactive effective date, in recognition of successful performance of her duties as Executive Officer; and to affirm the Executive Officer’s term of employment.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and conditions set forth herein, LAFCO and Executive Officer hereby agree as follows:

1. Section 2 (“Term of Employment”) of the Agreement is hereby replaced to read as follows:

“A. Executive Officer serves at the pleasure of the LAFCO Commission and on an “at will” basis. Employment with LAFCO is for no definite term and may be ended by the Commission or Employee at any time, with or without cause and with or without advance notice, subject to the terms and provisions of this Agreement as set forth below. This Agreement will remain in full force and effect until one of the Parties terminates it as provided in this Agreement; and may be superseded by a subsequent employment agreement if approved by both parties in writing.”

2. Section 4 (“Compensation”) of the Agreement is hereby replaced to read as follows:

“A. Annual Salary. Effective January 1, 2026, Executive Officer shall receive an annual gross base salary of Two-Hundred and Three Thousand, Eight-Hundred and Ninety-Eight Dollars and Twenty-Four Cents, (\$203,898.24), payable in equal bi-weekly payments in the same manner as all full time LAFCO employees, and subject to all applicable payroll taxes and withholdings.

B. One-Time Performance Incentive Payment. On the next payroll period following approval of this First Amendment, Executive Officer shall receive a one-time performance incentive payment calculated using a retroactive effective date of June 21, 2025. Based on the difference between the prior annual salary and the adjusted annual salary set forth herein, the estimated retroactive payment is Eight Thousand Six Hundred Ninety-Eight Dollars and Fifty-Nine Cents (\$8,698.59), subject to all applicable payroll taxes and withholdings. Executive Officer agrees and acknowledges that this performance incentive is a one-time payment and that any future performance incentive would require separate agreement by the LAFCO Commission and amendment to this Agreement.”

3. Unless expressly amended in this First Amendment, all provisions, conditions, covenants, and terms of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Alameda LAFCO has caused this First Amendment to be signed on its behalf, and Executive Officer signed this First Amendment, as of the Effective Date.

**EXECUTIVE OFFICER**

**LAFCO** \_\_\_\_\_  
Date Rachel Jones

\_\_\_\_\_ Date Ralph Johnson  
Chair

**Approved as to form:**

\_\_\_\_\_ Date Matthew T. Summers,  
LAFCO Attorney



# LAFCO

*Alameda* Local Agency Formation Commission

## AGENDA REPORT

May 14, 2026

Item No. 7

**TO:** Alameda Commissioners

**FROM:** Rachel Jones, Executive Officer

**SUBJECT:** Adoption of Final Operating Budget and Work Plan for FY 2026-2027

The Alameda Local Agency Formation Commission (LAFCO) will consider adopting a final budget and work plan for fiscal year 2026-2027. Both items return to the Commission following their adoption in draft form subsequent public review period. The final budget and work plan remain intact from its initial draft form. The final budget expenses total \$938,142, representing an increase of \$27,887, or 3.0% from the current fiscal year. Revenues match expenses with an increase in agency contributions by \$22,887, or 3.9%, in step with a fund balance offset of \$300,000. Staff recommends approval.

### Background

Alameda LAFCO is responsible under State law to adopt a proposed budget by May 1 and a final budget by June 15. A mandatory review by all local funding agencies is required between the two adoption periods. Alameda LAFCO’s (“Commission”) annual operating costs are primarily funded by proceeds collected from 29 local public agencies operating within Alameda County. State law specifies the Commission’s operating costs shall be divided in one-third increments between the (a) County of Alameda, (b) 14 cities, and (c) 15 independent special districts with the latter two categories apportioned based on total revenues as provided in the most recent annual report published by the State Controller’s Office. A relatively small portion, typically representing less than one-tenth of total revenues, is also funded from application fees and interest earnings.

### Adopted FY 2025-2026 Operating Budget

The Commission’s adopted final budget for fiscal year 2025-2026 totals \$910,855. This amount represents the total approved operating expenditures divided between three active expense units: salaries and benefits; services and supplies; and internal service charges. A matching revenue total was also budgeted to provide a balanced budget along with the purposeful transfer of \$295,000 from reserves. Budgeted revenues are divided between three active units: agency contributions, application fees; and interest earnings. The total unaudited fund balance as of July 1, 2025 was \$443,627.

## Budget Comparison within Bay Area for FY 2025-2026

Bay Area LAFCO Comparables							
LAFCO	Agency Employees	Contract Planners	Local Agencies	Cities	Independent Districts	Dependent Districts	2025-2026 Adopted Budget
Solano	6.0	yes	51	7	17	27	1,630,106
Santa Clara	4.0	no	44	15	20	9	1,464,666
Sonoma	3.0	no	63	9	46	8	1,184,294
Contra Costa	2.0	yes	67	19	19	29	1,047,614
San Mateo	3.0	no	65	9	23	33	923,821
Alameda	2.0	yes	49	14	15	20	910,855
Napa	3.0	yes	23	5	8	10	859,000
Marin	3.0	no	65	11	30	24	704,953
<b>Outside LAFCO Averages...</b>	<b>3.43</b>		<b>54.00</b>	<b>10.7</b>	<b>23.3</b>	<b>20.0</b>	<b>\$ 1,116,350.57</b>

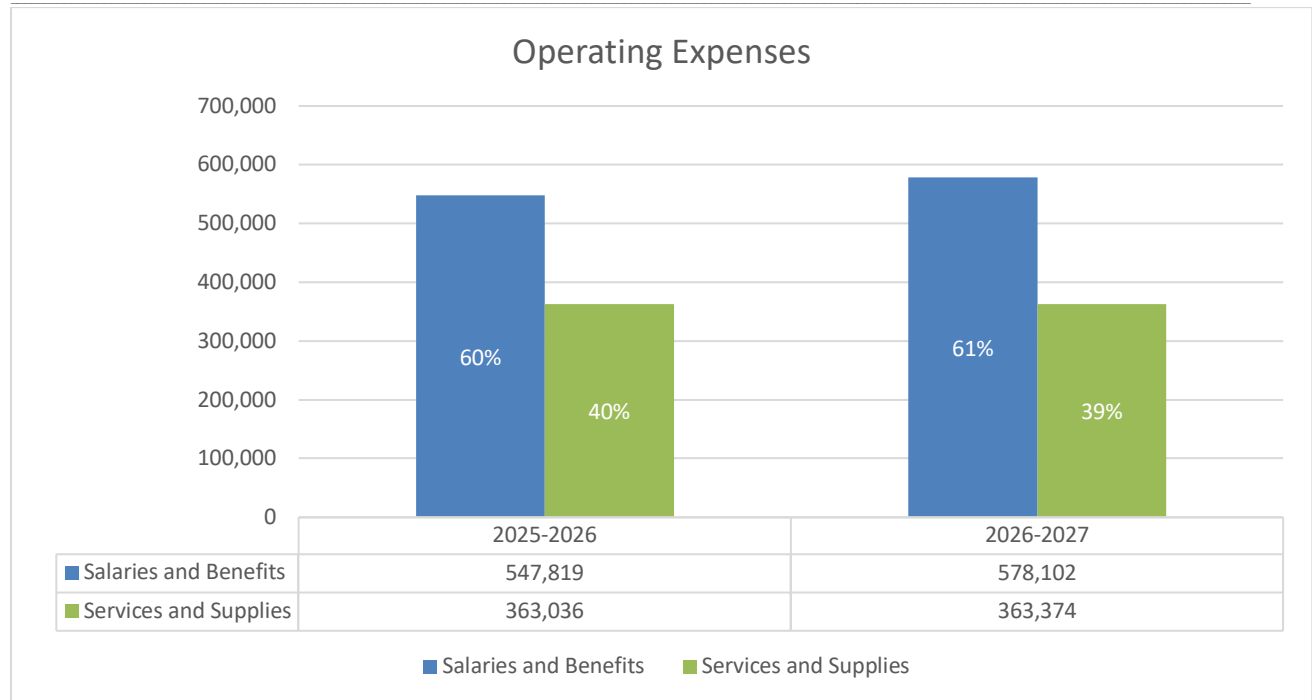
A comparison of Bay Area LAFCO agencies indicates that Alameda LAFCO’s operating budget ranks among the lower levels relative to the size and complexity of its jurisdiction. Despite serving one of the larger and more complex counties in the region, with numerous cities, independent special districts, and service agencies, Alameda LAFCO operates with a comparatively modest budget when measured against peer agencies. This comparison illustrates that Alameda LAFCO maintains a lean operational structure relative to the scale of agencies and service responsibilities within its jurisdiction.

### Discussion

This item is for the Commission to consider adopting a final (a) operating budget and (b) work plan for the upcoming fiscal year. Both items return to the Commission from their initial presentation and adoption in March and subsequent public review period. This includes providing copies of the proposed budget to the 29 local funding agencies as required under the statute. A summary of the final budget and accompanying work plan follows.

### Final Operating Budget for FY 2026-2027

The final operating budget developed by the Executive Officer sets operating expenses at \$938,142; a net increase of \$27,287, or 3.0% from the current fiscal year. The operating expenses total, divided between labor and non-labor costs, are at a 61% to 39% split. Operating revenues match operating expenses and are covered by drawing down reserves consistent with the practice to help offset and phase any sizable increases to agency contributions. The net effect would be an increase in contributions of \$22,287, or 3.9% from \$572,855 to \$595,142.



### Contingencies

Contingencies are integrated into the proposed operating budget devised by the Executive Officer and allocated within its services and supplies costs for each account.

### Operating Expenses

The **Salaries and Benefits Unit** will increase by \$21,074, or 3.7% over the next fiscal year from \$549,694 to \$570,768. The unit covers labor costs tied to staffing 2.0 full-time employees: Executive Officer and Commission Clerk. Notable adjustments proposed may be reviewed below.

- As Alameda LAFCO now operates as an independent employer, LAFCO will participate in the **Alameda County Employees’ Retirement Association (ACERA)** system, which results in an **approximate 6%** increase in retirement-related costs due to the absence of the Pension Obligation Bond (POB) credit previously received under the County system. Because final plan selections may vary between employees and premium rates can fluctuate annually, the proposed budget incorporates conservative estimates for **health insurance costs**, including an assumed increase of **approximately 16%** to ensure sufficient coverage of potential plan adjustments. These adjustments account for the majority of the personnel cost increases included in the FY 2026–2027 proposed budget.
- As LAFCO assumes responsibility for its own payroll administration through ADP, the budget reflects an estimated 3.0% increase in payroll processing costs associated with transitioning from County-administered payroll services to a standalone payroll system.

The **Professional, Administrative, and Education and Travel Unit** will increase by \$6,213, or 1.7% over the next fiscal year from \$361,161 to \$367,374. The unit provides for support services and supplies necessary to operate Alameda LAFCO. Notable adjustments proposed may be reviewed below.

- **Planning Services** – Decreases by **\$2,000**, or **40%**, in the next fiscal year. This adjustment reflects recent expenditure trends and the reduced need for contract planning services based on the number of applications processed during the current fiscal year.
- **County Services** – Increases by **\$2,250**, or **450%**, to account for potential transitional services provided by the County as LAFCO completes its separation and ensures coverage of any remaining administrative support during the transition period.
- **Audit Services** – Increases by **\$2,500**, or **25%**, to support the timely completion of LAFCO’s independent annual audit and ensure compliance with financial reporting requirements.
- **Information Technology** – Decreases by **\$12,873**, or **46%**, from **\$33,219 to \$15,127**, reflecting the completion of LAFCO’s transition from County ITD services to contracted DNI support. The prior fiscal year included temporary overlapping services during the transition.
- **Communications** – Decreases \$1,500 reflect reduced reliance on broadcast services for LAFCO meetings, including Tri-Valley TV coverage, and a reduced need for special meetings now that the agency’s operational transition has been completed.
- **Copier Services** – Increase of \$250 reflects LAFCO’s transition to its own office printer and supplies following separation from the County’s CDA office equipment. Costs now include paper, toner, and maintenance.
- **Office Lease/Rent** – Increases by **\$10,300**, or **55.7%**, reflecting the updated lease agreement with the County’s General Services Agency (GSA) for office space, based on a monthly rent of approximately **\$2,400**.
- **Special Departmental Charges** – Increases by **25%** to accommodate direct purchases and operational expenses now processed through LAFCO rather than through the County’s financial system.
- **Mileage and Travel / Training and Workshops** – Mileage and travel increase by **\$1,000 (40%)**, and training and workshops increase by **\$2,000 (67%)**, supporting attendance at professional conferences, CALAFCO training events, and educational opportunities relevant to LAFCO operations.

## LAFCO Independent and Transition Costs

The final FY 2026–2027 operating budget totals \$938,142, representing an increase of \$27,287 over the FY 2025–2026 adopted budget of \$910,855. A significant portion of this increase is associated with LAFCO’s transition to independent employer status, including retirement participation through ACERA, employer insurance costs, payroll administration through ADP, independent audit services, and limited transitional support services previously provided by the County. Excluding salary, these transition-related cost increases total approximately **\$21,445**, representing roughly **2.3% of the total operating budget**. The remaining adjustments reflect routine operational changes and modest inflationary increases in services and supplies.

## Operating Revenues

The **Intergovernmental Unit** will increase by \$22,287, or 3.9% over the next fiscal year from \$572,855 to \$595,142. The unit provides payments received from the 29 local government agencies responsible under State law for funding Alameda LAFCO with apportionments divided in three equal shares among the County of Alameda, 14 cities, and 15 independent special districts. Actual invoice amounts for cities and special districts would be determined by the County Auditor’s Office consistent with the allocation formula outlined under Government Code Section 56383 and based on local revenue tallies.

The **Service Charge Unit** remains unchanged at \$30,000. This unit covers payments received from outside applicants to process change of organizations (annexations, detachments, formations, etc.), outside service extensions, and sphere of influence amendments.

The **Interest Earnings Unit** remains unchanged at \$13,000. This unit reflects interest revenue earned on LAFCO funds held and invested through the County Treasurer. The final amount is consistent with interest earnings received in recent quarters and reflects a projection based on current fund balances and market conditions.

The **Unrestricted Fund Balance** is \$471,727. The Commission’s operating budget results in a 33.3% reserve target of approximately \$312,001, placing the Commission \$159,726 above the target reserve level; the balance will be maintained as is to provide additional financial caution during the agency’s transition to independent operations.

## Final Work Plan for FY 2026-2027

The final work plan draws on a review of Alameda LAFCO’s needs and goals by the Executive Officer and after receiving input and direction from the Commission. It outlines 20 specific projects divided between statutory (legislative directives) and administrative (discretionary) activities. The projects are listed in sequence by assigned priority between high, moderate, and low. The majority of the projects are rollovers from this current fiscal year with several additional items. A summary of notable high-priority projects follows.

### Municipal Services Review on Health Services and EMS/Ambulance Services

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

### Countywide Municipal Service Review on Police Protection Services

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

### Personnel Policies and Review Update

Staff will conduct a comprehensive review and update of LAFCO's personnel policies and procedures to ensure consistency and compliance across the agency's bylaws, employment contracts, financial policies, and employee handbook as LAFCO continues operating as an independent employer.

### Strategic Planning Workshop

The Commission will hold a strategic planning workshop to review agency priorities, assess long-term organizational goals, and identify key policy and operational initiatives to guide LAFCO's work program in upcoming fiscal years.

### SALC Grant Award

Staff will continue administering and monitoring activities associated with the Sustainable Agricultural Lands Conservation (SALC) grant, including coordination with partner agencies and compliance with grant reporting requirements.

### 2025-2026 Annual Audit

An independent financial audit will be conducted for FY 2025–2026 to review LAFCO's financial statements, verify fund balances, and ensure compliance with applicable accounting standards and internal control procedures.

## **Conclusion**

The final FY 2026–2027 operating budget and work plan respond to Commission direction and reflect the agency's continuing responsibilities under State law. The work program prioritizes statutory studies, regional service evaluations, and administrative initiatives necessary to support LAFCO's operations as an independent employer. Minor budget adjustments primarily reflect personnel, benefits, and administrative service costs associated with maintaining independent operations while continuing to carry out the Commission's core statutory responsibilities.

## **Alternatives for Action**

The following alternatives are available to the Commission:

### Alternative One (Recommended):

Adopt the attached resolution approving the Final Budget and Work Plan for FY 2026-2027 with any desired changes; and

Direct the Executive Officer to circulate the Final Budget for FY 2026-2027 to all funding agencies and the general public.

### Alternative Two:

Continue consideration of the item to a special meeting scheduled no later than the legislative deadline of June 15, 2026, and provide direction to staff with respect to any additional information requests.

## **Recommendation**

It is recommended the Commission proceed with Alternative Action One.

## **Procedures for Consideration**

This item has been placed on the agenda for action as part of a noticed public hearing. The following procedures are recommended for consideration.

- 1) Receive a verbal report from staff;
- 2) Invite questions from the Commission;
- 3) Open the public hearing and invite comments from audience (mandatory); and
- 4) Close the public hearing, discuss item, and consider recommendation.

Respectfully,



Rachel Jones  
Executive Officer

### Attachments:

1. Draft Resolution Adopting the Final Budget and Work Plan for FY 2026-2027
2. Final Budget for FY 2026-2027
3. Final Work Plan for FY 2026-2027

**ALAMEDA LOCAL AGENCY FORMATION COMMISSION**

**RESOLUTION OF THE  
ALAMEDA LOCAL AGENCY FORMATION COMMISSION  
ADOPTING A FINAL WORK PLAN AND BUDGET  
FOR FISCAL YEAR 2026-2027**

**WHEREAS**, the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 requires the Alameda Local Agency Formation Commission (“Commission”) to perform certain regulatory and planning duties for purposes of facilitating efficient and accountable local government; and

**WHEREAS**, the Commission is required to adopt proposed and final budgets each year by May 1<sup>st</sup> and June 15<sup>th</sup>, respectively; and

**WHEREAS**, the Commission’s Executive Officer prepared a written report outlining recommendations with respect to anticipated work activities and budgetary needs in 2026-2027; and

**WHEREAS**, the Commission has heard and fully considered all evidence on a final work plan and budget for 2026-2027 presented at a public hearing held on May 14, 2026; and

**WHEREAS**, the adoption of a work plan and budget are not projects under the California Environmental Quality Act;

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

1. The final operating budget for 2026-2027 shown as Exhibit A is APPROVED.
2. The final work plan for 2026-2027 shown as Exhibit B is APPROVED

**PASSED AND ADOPTED** by the Alameda Local Agency Formation Commission on May 14, 2025 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

ATTEST:

\_\_\_\_\_  
Ralph Johnson  
Chair

\_\_\_\_\_  
Rachel Jones  
Executive Officer

APPROVED TO FORM:

\_\_\_\_\_  
Matt Summer  
Legal Counsel

# ALAMEDA LOCAL AGENCY FORMATION COMMISSION

Regional Service Planning | Subdivision of the State of California

Expenses		FY 2023-2024		FY 2024-2025		FY 2025-2026		FY 2026-2027		
		Adopted	Actuals	Adopted	Actuals	Adopted	Projected	Proposed	Difference	
Account	Description									
<b>6-1000</b>	<b>Salary and Benefit Costs</b>									
6-1100	Salaries	292,488	258,028	320,565	288,600	353,565	353,565	363,500	9,935	2.8%
6-1200	Retirement	-	-	-	-	98,998	98,998	105,415	6,417	6.5%
6-1300	Other Employee Benefits	-	-	-	-	-	-	-	-	-
6-1400	Payroll Taxes	-	-	-	-	35,556	35,556	30,000	(5,556)	-15.6%
6-1500	Payroll Fees	-	-	-	-	1,875	2,192	1,931	56	3.0%
6-1600	Group Insurance	-	-	-	-	58,200	58,200	67,872	9,672	16.6%
6-1700	Unemployment Insurance	-	-	-	-	-	476	500	-	-
6-1800	Workers Comp Insurance	-	-	-	-	1,500	1,500	1,550	50	-
		<b>424,519</b>	<b>387,628</b>	<b>464,819</b>	<b>447,967</b>	<b>549,694</b>	<b>550,487</b>	<b>570,768</b>	21,074	3.7%
<b>6-2000</b>	<b>Professional Services</b>									
6-2100	Planning Services	5,000	-	5,000	-	5,000	-	3,000	-2,000	-40.0%
6-2200	Legal Services	20,000	18,252	20,000	-	35,000	35,000	36,750	1,750	5.0%
6-2300	Bookkeeping	-	-	-	-	15,000	15,000	15,750	750	5.0%
6-2400	SALC Grant Charges	-	-	-	-	-	-	-	-	-
6-2500	County Services	500	28,874	500	500	500	5,000	2,750	2,250	450.0%
6-2600	Audit Services	10,000	-	10,000	10,000	10,000	10,000	12,500	2,500	25.0%
6-2700	Information Technology	27,000	22,080	28,000	28,000	28,000	33,219	15,127	(12,873)	-46.0%
6-2800	Consultants	160,000	219,027	200,000	200,000	200,000	150,000	200,000	0	0.0%
6-2900	Communications	-	-	-	-	5,000	5,000	3,500	-1,500	-30.0%
<b>6-3000</b>	<b>Administrative Services</b>									
6-3100	Office Supplies	3,000	2,087	3,000	1,000	3,000	3,000	3,000	0	0.0%
6-3200	Postage	500	-	500	-	500	-	500	0	0.0%
6-3300	Copier	500	-	500	-	500	-	750	250	50.0%
6-3400	Records Retention	350	178	360	360	375	375	386	11	3.0%
6-3500	Office Lease/Rent	50,550	10,841	50,550	15,500	18,500	18,500	28,800	10,300	55.7%
6-3600	General Liability	3,300	3,300	3,300	3,300	4,500	4,888	4,775	275	6.1%
6-3700	Fees/Special Departmental	2,000	297	2,000	2,000	2,000	2,000	2,500	500	25.0%
6-3800	Public Notices	2,500	2,959	3,000	1,500	3,000	3,000	3,000	0	0.0%
6-3900	Office Equipment	-	-	-	-	-	-	500	500	-
<b>6-4000</b>	<b>Education and Travel</b>									
6-4100	Commissioner Stipends	9,000	9,265	10,000	10,000	10,000	10,000	9,500	(500)	-5.0%
6-4200	Mileage and Travel	1,300	1,493	2,000	1,000	2,500	4,000	3,500	1,000	40.0%
6-4300	Memberships	12,221	12,221	12,509	12,509	14,786	14,786	15,786	1,000	6.8%
6-4400	Training and Workshops	2,500	6,493	2,500	2,500	3,000	5,000	5,000	2,000	66.7%
		<b>310,221</b>	<b>337,367</b>	<b>353,719</b>	<b>288,169</b>	<b>361,161</b>	<b>318,768</b>	<b>367,374</b>	6,213	1.7%
	<b>Contingencies</b>	<b>50,000</b>						<b>0</b>		
	<b>EXPENSE TOTALS</b>	<b>784,740</b>	<b>724,995</b>	<b>818,538</b>	<b>736,136</b>	<b>910,855</b>	<b>869,255</b>	<b>938,142</b>	27,287	3.0%

Revenues		FY 2023-2024		FY 2024-2025		FY 2025-2026		FY 2026-2027		
		Proposed								
Account	Description									
<b>4-1000</b>	<b>Agency Contributions</b>									
4-1100	County of Alameda	160,913	160,913	169,513	169,513	190,952	190,952	198,381	7,429	3.9%
4-1200	Cities	160,913	160,913	169,513	169,513	190,952	190,952	198,381	7,429	3.9%
4-1300	Special Districts	160,913	160,913	169,513	169,513	190,952	190,952	198,381	7,429	3.9%
		<b>482,740</b>	<b>482,740</b>	<b>508,538</b>	<b>508,538</b>	<b>572,855</b>	<b>572,855</b>	<b>595,142</b>	<b>22,287</b>	<b>3.9%</b>
<b>4-2000</b>	<b>Service Charges</b>									
4-2100	Application Fees	30,000	10,650	30,000	10,750	30,000	16,500	30,000	-	-
4-2200	SALC Grant Funds		102,224							
<b>8-1000</b>	<b>Investments</b>									
8-1100	Interest	7,000	50,048	10,000	13,500	13,000	13,000	13,000	-	-
<b>Fund Balance Offset</b>		<b>265,000</b>	<b>265,000</b>	<b>270,000</b>	<b>270,000</b>	<b>295,000</b>	<b>295,000</b>	<b>300,000</b>	<b>-</b>	<b>-</b>
	<b>REVENUE TOTALS</b>	<b>784,740</b>	<b>910,662</b>	<b>818,538</b>	<b>802,788</b>	<b>910,855</b>	<b>897,355</b>	<b>938,142</b>	<b>27,287</b>	<b>3.0%</b>

<b>OPERATING NET</b>	<b>(0)</b>	<b>185,667</b>	<b>(0)</b>	<b>66,652</b>	<b>(0)</b>	<b>28,100</b>	<b>(0)</b>
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<b>UNRESTRICTED FUND BALANCE</b>	<b>376,975</b>	<b>443,627</b>	<b>471,727</b>
As of June 30th			

Priority	Urgency	Type	Project	Key Issues
1	High	Statutory	Countywide MSR on Health and EMS/Ambulance Services	Consider accessibility of healthcare (including mental health) services to all residents within Alameda County
2	High	Statutory	Police Services Municipal Service Review	Examine Current Provision and Need for Police Services and Related Financial Considerations
3	High	Statutory	Initiate Comprehensive Tri-Valley Area Study	Evaluate current provision and future need for governmental services, along with financial and governance considerations, in the eastern I-580 corridor of Alameda County
4	High	Administrative	Personnel Policies Review and Update	Ensure consistency and compliance across bylaws, contracts, financial policies, handbook
5	High	Administrative	Finalize Retirement Implementation and Review	Complete implementation of LAFCO's independent retirement system enrollment. Conduct post-implementation review to ensure administrative accuracy and long-term sustainability.
6	High	Statutory	GIS Update and Modernization	Enhance digital mapping tools to support staff analysis and improve accessibility for member agencies and the public.
7	High	Administrative	2025-2026 Audit	Complete annual independent financial audit to review fund balance and financial controls
8	High	Administrative	Strategic Planning Workshop	Facilitate a strategic planning session to set policy direction, identify emerging service challenges, and prioritize statutory and administrative initiatives
9	High	Administrative	SALC Grant	Initiate work on the two-year SALC Grant Project and LAFCO Blueprint
10	High	Administrative	Website Document Management	Maintain and enhance LAFCO's website by continuously updating agendas, minutes, recordings, audits, budgets, studies, and announcements that improve accessibility and transparency
11	Moderate	Statutory	Application Proposals and Requests	Utilize resources to address all application proposals and boundary issues (ex. South Livermore Sewer Extension Project)
12	Moderate	Administrative	Comprehensive Records Retention Policy Update	Review and implement best practices and ensure compliance with state law for digital record management
13	Moderate	Statutory	Castlewood CSA Phase II Governance and Fiscal Study	Evaluate the feasibility and fiscal implications of annexation to the City of Pleasanton and related governance alternatives
14	Moderate	Statutory	Housing Element and Sphere of Influence Consistency Review	Review adopted Housing Elements and assess consistency with existing Spheres of Influence to ensure orderly development and alignment with long-term service planning

15	Moderate	Administrative	UC Berkeley Report   Legislative Proposal	Continue working with LAFCOs to facilitate legislation implementing UC Report recommendations
16	Low	Administrative	Update Application Packet and Mapping Requirements	Streamline LAFCO Application and County Mapping Requirements; Make User Friendly
17	Low	Administrative	Key Fiscal Indicators for MSRs	Develop a standardized set of fiscal performance indicators to be incorporated into Municipal Service Reviews to enhance financial transparency and comparative analysis
18	Low	Administrative	Bay Area LAFCO Meetings and CALAFCO Participation	Attend Meetings with Other Bay Area LAFCOs for Projects/Training and CALAFCO Conferences
19	Low	Statutory	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
20	Low	Administrative	LAFCO Presentations	Continue Public Outreach on LAFCO Duties and Responsibilities to Boards, Councils, Community Groups



# LAFCO

*Alameda* Local Agency Formation Commission

## AGENDA REPORT

May 14, 2026

Item No. 8

**TO:** Alameda Commissioners

**FROM:** Rachel Jones, Executive Officer

**SUBJECT: Social Security Participation for Alameda LAFCO Employees**

The Alameda Local Agency Formation Commission (LAFCO) will consider whether to continue Social Security participation for its employees or remain outside Social Security coverage while participating in the Alameda County Employees Retirement Association (ACERA).

### Background

Before LAFCO’s transition to independent employer status, LAFCO personnel were paid through the County of Alameda and participated in Social Security through the County payroll structure. LAFCO itself, however, is not independently covered under a Section 218 Agreement. Section 218 coverage is established through the State and applies to covered positions, not individuals.

Now that Alameda LAFCO is functioning as its own employer, the Commission must determine whether to seek Social Security coverage for LAFCO positions or remain outside Social Security coverage. IRS guidance provides that state and local employees who are members of a qualifying public retirement system are generally exempt from mandatory Social Security coverage if they are not otherwise covered under a Section 218 Agreement. Because LAFCO will participate in ACERA, staff understands that LAFCO may remain outside Social Security if its positions are covered by that qualifying public retirement system.

### Discussion

The Commission’s policy choice is whether to continue with a pension-only structure through ACERA or to seek Social Security coverage in addition to ACERA.

If LAFCO remains outside Social Security coverage, the principal financial benefit is the avoidance of the employer Social Security tax of 6.2% on covered wages up to the federal wage base. The corresponding employee withholding would also be avoided, although Medicare withholding would still apply where required. For 2026, the Social Security wage base is \$184,500. Based on LAFCO’s current staffing and salary levels, staff estimates annual employer cost avoidance of approximately \$18,000 to \$20,000 if LAFCO does not seek Social Security coverage.

The advantages of remaining outside Social Security coverage include:

- Lower employer payroll cost;
- Lower employee withholding;
- Continued reliance on ACERA as the agency's retirement platform; and
- Reduced administrative complexity for a very small employer.

Another factor is that the Social Security Fairness Act, signed January 5, 2025, repealed the Windfall Elimination Provision and Government Pension Offset. Historically, these provisions were often cited as disadvantages of non-covered public employment. SSA now states those provisions have been repealed, which reduces one traditional concern associated with remaining outside Social Security.

The disadvantages of remaining outside Social Security coverage are:

- Employees do not earn additional Social Security-covered service credit from LAFCO employment itself;
- Some employees may prefer the familiarity of dual coverage through both a public retirement system and Social Security; and
- If LAFCO later wants Social Security coverage, it would need to pursue coverage through the State Section 218 process. Section 218 coverage is irrevocable once established for covered positions.

If LAFCO instead seeks Social Security coverage for its positions, the primary advantage is that employees would begin earning Social Security credits through their LAFCO employment. This approach would also make LAFCO's benefit structure more similar to the coverage employees previously experienced while on County payroll. At the same time, seeking Social Security coverage would result in added employer payroll costs estimated at approximately \$18,000 to \$20,000 annually, along with corresponding employee withholding. It would also increase payroll administration requirements. In addition, once Section 218 coverage is established for covered positions, flexibility becomes limited because that coverage is generally permanent.

### **Alternatives for Action**

The following alternatives are available to the Commission:

#### Alternative One (Recommended):

Direct staff to maintain LAFCO's current non-Social Security status as an independent employer and continue retirement participation through ACERA.

Alternative Two:

Direct staff to explore the process and requirements for obtaining Social Security coverage for LAFCO positions through the State Section 218 process and return with implementation details.

Alternative Three:

Continue the item and provide additional direction to staff.

**Recommendation**

It is recommended the Commission proceed with Alternative Action One.

**Procedures**

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

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

Respectfully,



Rachel Jones  
Executive Officer

Attachments: none



# LAFCO

*Alameda* Local Agency Formation Commission

## AGENDA REPORT

May 14, 2026

Item No. 9

**TO:** Alameda Commissioners

**FROM:** Rachel Jones, Executive Officer

**SUBJECT:** Establishment of Ad Hoc Finance Committee

The Alameda Local Agency Formation Commission (LAFCO) will consider establishing an Ad Hoc Finance Committee to review draft audit reports and the methodology used for evaluating Executive Officer performance and to appoint three Commissioners to serve on the committee.

### Background

As Alameda LAFCO continues to operate as an independent agency, there is value in providing a smaller forum for preliminary review and discussion of certain finance-related and administrative matters before they return to the full Commission. In particular, review of draft audit reports and consideration of the methodology used in evaluating Executive Officer performance, may benefit from focused discussion by a limited number of Commissioners.

To assist with this work, staff recommends that the Commission establish an Ad Hoc Finance Committee consisting of three Commissioners.

### Discussion

The proposed Ad Hoc Committee would serve in an advisory capacity and meet on an as-needed basis. The Committee’s purpose would be to:

- Review draft annual audit reports prior to presentation to the full Commission;
- Review and discuss the methodology used in evaluating Executive Officer performance; and
- Provide input and recommendations to the full Commission, as appropriate.

Because the proposed committee would be ad hoc in nature, its work would be limited to the specific tasks identified by the Commission, and the Committee would meet only as needed to carry out those particular assignments. The Ad Hoc Committee would have no power to approve expenditures.

## **Alternatives for Action**

The following alternatives are available to the Commission:

### Alternative One (Recommended):

Establish an Ad Hoc Finance Committee for the limited purpose of reviewing draft audit reports and Executive Officer performance evaluation methodology, and appoint three Commissioners to serve on the Committee.

### Alternative Two:

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

### Alternative Three:

Take no action.

## **Recommendation**

It is recommended the Commission proceed with Alternative Action One.

## **Procedures**

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

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

Respectfully,



Rachel Jones  
Executive Officer

Attachment: none



# LAFCO

*Alameda* Local Agency Formation Commission

## AGENDA REPORT

May 14, 2026

Item No. 10

**TO:** Alameda Commissioners

**FROM:** Rachel Jones, Executive Officer

**SUBJECT:** **Nomination and Election of Chair and Vice Chair**

As set forth in the Commission’s Policies and Procedures Guidelines, the Alameda Local Agency Formation Commission (LAFCO) elects its officers (Chair and Vice Chair) at the May meeting for a term of two years with the newly elected officers assuming office at the next regular Commission meeting.

The Commission established the following rotation for officers:

- County
- Public
- City
- Special District

The next rotation for Commission Chair and Vice Chair falls to the county members. Only those members of the Commission authorized to vote at this meeting can nominate and vote for the Chair and Vice Chair.

### Alternatives for Action

The following alternatives are available to the Commission:

#### Alternative One (Recommended):

Nominate and elect the Commission Chair and Vice Chair for a period of two calendar years.

#### Alternative Two:

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

### Recommendation

It is recommended the Commission proceed with Alternative Action One.

## **Recommendation**

It is recommended the Commission proceed with Alternative Action One.

## **Procedures**

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

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

Respectfully,



Rachel Jones  
Executive Officer

Attachment: none



# LAFCO

*Alameda* Local Agency Formation Commission

## AGENDA REPORT

May 14, 2026

Item No. 13a

**TO:** Alameda Commissioners

**FROM:** Rachel Jones, Executive Officer

**SUBJECT:** **Current and Pending Proposals**

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

### Information / Discussion

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

### Current Proposals | Approved and Awaiting Completion of Terms

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

### Current Proposals | Under Review and Awaiting Hearing

There is currently one active proposal on file with the Commission that remains under administrative review and awaits a hearing as of the date of this report.

- **Annexation of City-Owned Property at Joaquin-Miller Park to City of Oakland**  
The City of Oakland seeks to annex a city-owned parcel measuring approximately 0.59 acres located in unincorporated Alameda County to resolve a municipal boundary discrepancy. In December 2022, under its “Land Back Ordinance” (Res. 13712 C.M.S.), the City granted a cultural conservation easement over about five acres of Joaquin Miller Park—including the subject parcel—to the Sogorea Te’ Land Trust, returning the land to

Indigenous stewardship. The area was renamed Rinihmu Pulte'irekne ("above the red ochre," Chochenyo). Consistent with the easement, the Land Trust plans to build a ceremonial structure with related facilities (restroom and cooking area), part of which would be on the subject property.

### **Pending Proposals**

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

- **Annexation of Mowry Village Project to Union Sanitary District (USD)**  
The Union Sanitary District (USD) will likely submit a change of organization application to LAFCO for a proposed 227-unit residential development located at 7400 Mowry Avenue in the city of Newark. The affected territory totals approximately 26 acres and seeks wastewater services from USD.
  
- **Annexation of Arroyo Lago Residential Project to City of Pleasanton**  
The City of Pleasanton will likely submit a change of organization application to LAFCO for the proposed development of 194 single-family homes. The affected territory is located in unincorporated Alameda County and totals approximately 26.6 acres. The proposed project is expected to include 694 residents. The proposed project would also include several off-site improvements including the development of a water storage and booster pump facility with a 400,000 gallon capacity, a recycled water storage facility with a 900,000 gallon capacity, a sewer treatment plant that would treat approximately 37,400 gallons of wastewater per day, and approximately 9 acres of agricultural irrigation fields.

### **Alternatives for Action**

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

Attachments: none



# LAFCO

*Alameda* Local Agency Formation Commission

## AGENDA REPORT

May 14, 2026

Item No. 13b

**TO:** Alameda Commissioners  
**FROM:** Rachel Jones, Executive Officer  
**SUBJECT:** **Progress Report on 2025-2026 Work Plan**

The Alameda Local Agency Formation Commission (LAFCO) will receive a progress report on accomplishing specific projects as part of its adopted work plan for 2025-2026. The report is being presented to the Commission to formally receive and file and provide direction to staff as needed.

### Background

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

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

On May 8, 2025, Alameda LAFCO adopted the current fiscal year work plan at a noticed public hearing. The work plan is divided into two distinct categories – statutory and administrative – with one of three priority rankings: high; moderate; or low. The underlying intent of the work plan is to serve as a management tool to allocate Commission resources in an accountable and transparent manner over the corresponding 12-month period that pulls from the key priorities in the Commission’s Strategic Plan.

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

This item provides the Commission with a status update on nineteen targeted projects established for the fiscal year with a specific emphasis on the “top ten” projects that represent the highest priority to complete during the fiscal year as determined by the membership. This includes identifying the projects already completed, underway, or pending in the accompanying attachment. The report and referenced attachment are being presented for the Commission to formally receive and file while also providing additional direction to staff as appropriate.

### **Discussion**

The Commission has completed four of the nineteen projects identified in the adopted work plan. These include achieving LAFCO operational independence, completing the Countywide Regional Water and Wastewater Resiliency Report, updating the Local Agency Directory, and adopting LAFCO Personnel Policies and Procedures.

The Commission is also actively advancing seven of the nineteen projects in the adopted work plan. These include the policy review on agricultural protection and out-of-area service agreements, the countywide municipal service review for health and EMS/ambulance services, the SALC grant, the 2024–2025 audit, the UC Berkeley small water system proposal, and Bay Area LAFCO meetings.

### **Alternatives for Action**

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

#### Attachments:

1. 2025-2026 Work Plan

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

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