



**COUNTY OF SAN MATEO
ENVIRONMENTAL SERVICES AGENCY**

Date: August 22, 2001

Hearing Date: September 11, 2001

To: Honorable Board of Supervisors

From: Marcia Raines, Director of Environmental Services *mr*

Subject: Agreement with San Mateo Local Agency Formation Commission for Management and Administrative Support Services

RECOMMENDATION

Adopt the resolution authorizing the execution of an agreement with the San Mateo Local Agency Formation Commission (LAFCo) under which the County would provide management and administrative support services to LAFCo from July 1, 2001 through June 30, 2002.

BACKGROUND

The Cortese Knox Hertzberg Act of 2000 implemented several changes to how LAFCos are funded and how staff is appointed. Previous law required counties to fund LAFCo and provide necessary staffing, offices and supplies. The law also provided that if LAFCo did not appoint an Executive Officer, the County Manager would serve as the LAFCo Executive Officer. Since 1996, the County has provided LAFCo offices, staff services and legal counsel by contract and the County Manager delegated Executive Officer duties to the Director of Environmental Services.

Section 56381 of the Cortese Knox Hertzberg Act mandates that effective the 2001/2002 fiscal year, LAFCos shall be funded in thirds by the county, all cities in the County and all independent special districts in the County. The Act also requires that LAFCo shall appoint an Executive Officer who performs the day-to-day activities of the Commission. The Act further requires that the Commission make provisions for staffing, office space and legal counsel and provides that the Commission may contract for these services with another public agency.

DISCUSSION

LAFCo has voted to continue to contract with the County of San Mateo for staffing, offices, supplies and legal counsel and has adopted a budget that reflects the true cost of provision of these services by the County. At its May meeting the Commission adopted a resolution authorizing an agreement with the County in the amount of \$125,257 for fiscal year 2001/2002.

FISCAL IMPACT

The proposed agreement results in a Net County Cost of \$63,271 and is consistent with budgeted funds.

REVIEW BY OTHERS

The resolution and contract have been reviewed by the County Counsel.

Staff Report LAFCo.doc
(MMPL2269_WKU.DOC)

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

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**RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
THE SAN MATEO LOCAL AGENCY FORMATION COMMISSION FOR
MANAGEMENT AND ADMINISTRATIVE SUPPORT SERVICES**

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that:

WHEREAS, there has been presented to this Board for its consideration and acceptance an Agreement between the County of San Mateo and the San Mateo Local Agency Formation Commission (“LAFCo”), reference to which is hereby made for further particulars, whereby the County of San Mateo will provide certain support services to LAFCo; and

WHEREAS, this Board has been presented with a form of such agreement and said Board has examined and approved same as to both form and content and desires to enter into same.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of this Board of Supervisors be, and is hereby, authorized and directed to execute said agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President’s signature thereto.

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

This Agreement is made on September 11, 2001, by and between the County of San Mateo (“County”) located at 400 County Center, Redwood City, California, and the San Mateo County Local Agency Formation Commission, (“LAFCo”).

WITNESSETH

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

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

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

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

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

AGREEMENT

1. SERVICES TO BE PROVIDED BY COUNTY:

A. APPOINTMENT OF EXECUTIVE OFFICER. The County shall appoint an individual, which individual shall be acceptable to LAFCO, to perform LAFCo day-to-day activities. For purposes of LAFCo activities, said appointee shall have the title of LAFCo Executive Officer. The appointee shall provide the following services, including but not limited to the following:

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

charges and expenses, and the preparation of required fiscal reports.

6) Informing LAFCo commissions of new legislation, correspondence with the commission, CALAFCo activities, current events and matters of interest related to LAFCo.

B. **PAYMENT FOR OFFICES, SUPPLIES, AND STAFF.** In consideration of the County's provision of offices, supplies, and staff, LAFCo shall pay to County the sum of \$125,257.

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

D. **APPOINTMENT OF LEGAL COUNSEL.** LAFCo hereby appoints County Counsel as its legal counsel. The County, through the office of the County Counsel, will provide all legal services required by LAFCo. These services shall include, but are not limited

to:

- 1) Day-to-day legal advice to LAFCo and staff;
- 2) Review and advise concerning contracts;
- 3) Attendance at LAFCo Board meetings and other meetings as requested;
- 4) Defending and conducting litigation and administrative actions concerning LAFCo.

D. PAYMENT FOR LEGAL SERVICES. In consideration of the County's provision of legal services, LAFCo shall pay to County a single rate of \$150 per hour. County will submit invoices to LAFCo quarterly for legal services, which invoices shall be payable upon receipt.

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

2. **TERM.** The term of this agreement shall be from July 1, 2001 to June 30, 2002 unless terminated earlier pursuant to this agreement. Either party may terminate this agreement for any reason upon 30 days' notice to the other party.

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

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

San Mateo Local Agency Formation Commission

Dated: _____

Chair of the Commission

County of San Mateo

Dated: _____

President, Board of Supervisors

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August 20, 2001