

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM
3.8
(ID # 9223)

MEETING DATE:

Tuesday, March 12, 2019

FROM : EXECUTIVE OFFICE:

SUBJECT: EXECUTIVE OFFICE: Ratify and Approve the Services Agreement Between the Local Agency Formation Commission (LAFCO) and the County of Riverside for County Auditor-Controller, Information Technology, Surveyor, Human Resources, County Counsel, Purchasing & Fleet, and Registrar of Voters Services, for the Period of January 1, 2019, through June 30, 2020. All Districts, [\$0] 100% LAFCO

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Services Agreement Between LAFCO and the County of Riverside for County Auditor-Controller, Information Technology, Surveyor, Human Resources, County Counsel, Purchasing & Fleet, and Registrar of Voters Services, for the Period of January 1, 2019, through June 30, 2020, with the Option to Extend the Agreement Term for Four (4) Additional One-Year Terms and authorize the Chairman of the Board to execute the Agreement on behalf of the County.

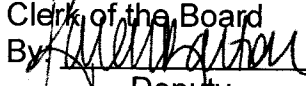
ACTION:Policy


Scott Bruckner 2/28/2019

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: March 12, 2019
xc: E.O.

Kecia Harper
Clerk of the Board
By 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Local Agency Formation Commission			Budget Adjustment: No	
			For Fiscal Year: 18/19 - 19/20	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Since 2001, the Riverside Local Agency Formation Commission (LAFCO) has contracted with the County for various services which are necessary to its operations, including Surveyor, Information Technology, Auditor-Controller, Human Resources, Purchasing & Fleet, and County Counsel. The proposed Agreement would allow the County maintain historic levels of service to LAFCO through the end of fiscal year 19/20.

Additional Fiscal Information


As set forth in the Agreement, LAFCO would compensate the County for services provided by County Departments at the same service rates that are charged to other County Departments for such services, and at the same fee rates that respective Departments charge to the general public.

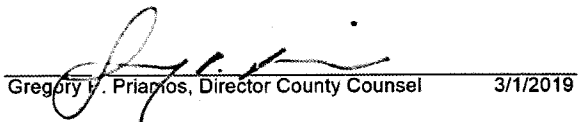
Contract History and Price Reasonableness

The proposed Agreement would allow the County to continue to provide services to LAFCO through the end of fiscal year 19/20, and would allow for four (4) additional successive one-year extensions at the consent of both parties.

ATTACHMENTS:

Attachment A – Agreement Between the County of Riverside and the Riverside Local Agency Formation Commission for Services Provided by the County


 Alex Gann 3/3/2019


 Gregory V. Priamos, Director County Counsel 3/1/2019

1 WHEREAS, LAFCO desires to keep contracting with COUNTY for services that the
2 COUNTY currently provides to LAFCO because the COUNTY has expertise in such services
3 subject to the terms set forth in this Agreement;

4 NOW, THEREFORE, the parties hereto agree as follows:

5 1. SERVICES – DESCRIPTION AND SCOPE OF SERVICE. COUNTY shall
6 provide services as set forth in this Agreement, and in the attachments hereto, in a manner to ensure
7 that services to the citizens of Riverside County shall not be disrupted. COUNTY shall provide
8 services from the following COUNTY Departments to LAFCO, as requested by LAFCO and as
9 generally set forth herein:

10 a. Auditor-Controller - The Auditor-Controller shall timely disburse funds for
11 LAFCO operations in accordance with LAFCO's authorization and instructions under Government
12 Code section 56381.

13 b. Information Technology – Riverside County Information Technology
14 (RCIT) shall distribute Internal Service Fund (ISF) charges for LAFCO's use of enterprise systems,
15 including the financial system and human resources management system. RCIT shall also provide
16 VPN access and some GIS tasks, such as producing landowner mailing labels for public notices.

17 c. Human Resources Department – The COUNTY's Human Resources
18 Department shall provide to LAFCO all services typically provided to COUNTY departments.
19 Additional Human Resources activities may be added upon mutual agreement of the parties.

20 d. Office of County Counsel – The Office of County Counsel shall provide legal
21 counsel and representation of the Commission and staff.

22 e. Purchasing & Fleet Services - The Purchasing & Fleet Services Department
23 shall provide to LAFCO services typically provided to COUNTY departments including, but not
24 limited to, central mail and messenger services.

25 f. Registrar of Voters – The Registrar of Voters shall generate voter counts and
26 mailing labels for notices and shall evaluate and verify petitions and written protests as requested
27 by LAFCO.

28 g. Survey Department – The Survey Department shall review and verify

1 boundary descriptions prepared by LAFCO applicants.

2 2. TERM. This Agreement shall be effective beginning January 1, 2019, and shall
3 terminate on June 30, 2020, unless sooner terminated by the provisions herein by either party.

4 The term may be extended for up to four (4) additional one (1) year periods, in
5 succession, at the mutual consent of the parties, without requiring further action of the governing
6 entities of either party. The Agreement may be terminated during any of the successive terms by
7 either party, pursuant to the provisions herein. In the event that the term is extended for the four (4)
8 additional one (1) year periods, the Agreement shall terminate on June 30, 2024.

9 In no event shall this Agreement be extended past June 30, 2024 without a new
10 Agreement, or an amendment to this Agreement which specifically extends the term of the
11 Agreement.

12 3. TERMINATION. The parties hereto agree that either party may terminate or alter
13 the scope of one (1) or more of the services provided herein only upon the mutual consent of the
14 other party during any time period during the fiscal year. Termination or alteration of the scope of
15 one (1) or more services without mutual consent may occur only with ninety (90) days written notice
16 to the other party. Written notice of termination of a service, or alteration of the scope of one (1) or
17 more of the services shall be provided to the other party as provided herein, and the notice shall set
18 forth the proposed date of termination or alteration.

19 4. ALTERATION AND/OR AMENDMENT. No alteration, amendment, or variation
20 of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto,
21 and no oral understanding or agreement not incorporated herein, shall be binding on any of the
22 parties hereto. Any and all sections of this Agreement may be modified, deleted, or added at any
23 time throughout the term of the Agreement upon written agreement, and upon formal approval by
24 both LAFCO and the COUNTY.

25 5. COMPENSATION.

26 a. In consideration of services provided by COUNTY under this Agreement,
27 LAFCO shall pay the COUNTY for the services provided by COUNTY departments, including any
28 costs incurred, at the same rate charged to other COUNTY departments for such services. In the

1 event that the Board of Supervisors has established rates for the COUNTY department providing
2 the service, LAFCO shall pay the rate established by the Board of Supervisors. If such service is
3 typically provided for under a deposit-based fee, LAFCO shall ensure that an appropriate deposit-
4 based fee is submitted.

5 b. When submitting bills to LAFCO for COUNTY services, COUNTY will
6 ensure that all bills include only those charges that reflect those actual costs incurred by the
7 COUNTY for the provision of chargeable services.

8 c. COUNTY bills/charges will be accompanied by sufficient expenditure detail
9 to confirm the validity of the cost charges.

10 d. LAFCO shall provide prompt payment to COUNTY within thirty (30) days
11 of receipt of invoice from COUNTY.

12 e. In the event of a dispute for any charge, LAFCO shall notify COUNTY in
13 writing within ten (10) working days of receipt of invoice of any dispute concerning individual
14 charges on such invoice and shall include a basis for the dispute. COUNTY will cooperate with
15 LAFCO in clarifying any billing issues and resolve any disputes.

16 6. HUMAN RESOURCES. Services provided by the Human Resources Department
17 to LAFCO under this Agreement shall be consistent with the standards and practices of the County
18 Human Resources Department with the following exceptions: Since LAFCO employees are not
19 COUNTY employees, changes affecting positions within the LAFCO organization that would
20 otherwise require authorization by the Board of Supervisors, including but not limited to changes
21 requiring amendment to Riverside County Ordinance No. 440, will only require action by LAFCO
22 in the form of an adopted resolution. Further, changes affecting positions that would otherwise
23 require authorization by the Director of Human Resources will require authorization by the Director
24 of Human Resources and the Executive Officer of LAFCO. It is mutually recognized that LAFCO
25 cannot amend, or in any way alter, Ordinance No. 440, its tables, indices or appendices. However,
26 actions taken by LAFCO shall have the same administrative effect as if the Board of Supervisors
27 had adopted such resolutions or amendments to Ordinance No. 440. The parties agree that any
28 adjustments to LAFCO's employees' salaries and/or benefits that may be negotiated, approved or

1 otherwise implemented by LAFCO, shall not directly impact the COUNTY General Fund.

2 7. ADMINISTRATION. The County Executive Officer of the COUNTY, or designee,
3 shall administer this Agreement on behalf of the COUNTY. The Executive Officer of LAFCO, or
4 designee, shall administer this Agreement on behalf of LAFCO.

5 8. ASSIGNMENT. This Agreement shall not be assigned by either party, in whole or
6 in part, without the prior written consent of the other party.

7 9. NOTICES. Any notices required or permitted hereunder shall be in writing and may
8 be personally delivered; or by mail by depositing such notice in the United States mail, first class
9 postage prepaid; or by reputable overnight delivery service; addressed as follows or to such other
10 place as each party may designate by subsequent written notice to each other:

11 LAFCO:	COUNTY:
12 Riverside Local Agency Formation Commission	Executive Office
13 6216 Brockton Ave., Ste. 111-B	4080 Lemon Street, 12 th Floor
14 Riverside, CA 92506	Riverside, CA 92501-3651
15 Attn: LAFCO Executive Officer	Attn: County Executive Officer

16 A notice shall be effective on the date of personal delivery if personally delivered before 5:00 p.m.
17 on a business day or otherwise on the business day following personal delivery; or two (2) business
18 days following the date the notice is postmarked, if mailed; or on the day following delivery to the
19 applicable overnight courier, if sent by overnight courier for the next business day delivery and
20 otherwise when received.

21 10. TIME OF PERFORMANCE. Unless specifically stated to the contrary, all
22 references to days herein shall be deemed to refer to calendar days. If the final date for payment of
23 any amount or performance of any act falls on a Saturday, Sunday or holiday, such payment shall
24 be made or act performed on the next succeeding business day.

25 11. COMPLETE AGREEMENT. This Agreement, together with the other written
26 agreements referred to herein, is intended by the parties to be the final expression of their agreement
27 with respect to the subject matter hereof, and is intended as a complete and exclusive statement of
28 the terms of the agreement between the parties. As such, this Agreement supersedes any prior

1 understandings between the parties, whether oral or written, unless such understanding is referenced
2 herein.

3 12. WAIVER. Any waiver by either party of a breach of any of the terms of this
4 Agreement shall not be construed as a waiver of any succeeding breach of the same or other term
5 of this Agreement.

6 13. SEVERABILITY. In the event any provision of this Agreement is held by a court
7 of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will
8 nevertheless continue in full force and effect without being impaired or invalidated in any way.

9 If the event that any provision is of this Agreement is held by a court of competent
10 jurisdiction to be invalid, void, or unenforceable, or against public policy, the parties shall use their
11 best efforts to negotiate and implement amendments to this Agreement that are necessary to and
12 consistent with the purpose of this Agreement and the intent of the parties.

13 14. GOVERNING LAW. This Agreement and its construction and interpretation as to
14 validity, performance and breach shall be construed under the laws of the State of California
15 applicable to agreements both entered into and to be performed in California.

16 The provisions of the Government Claims Act (Government Code section 900 et
17 seq.) shall be applicable for any disputes under this Agreement.

18 15. CERTIFICATION OF AUTHORITY TO EXECUTE THIS AGREEMENT.
19 COUNTY and LAFCO certify that the individual(s) signing below on behalf of the party, has

20 //
21 //
22 //
23 //
24 //
25 //
26 //
27 //
28 //

1 authority to execute this Agreement on behalf of the party, and may legally bind the party to the
2 terms and conditions of this Agreement, and any attachments hereto.

3 IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Services in
4 Riverside, California.

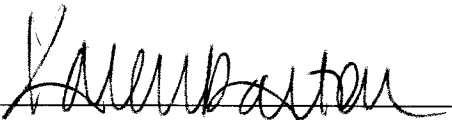
5
6 COUNTY OF RIVERSIDE

7
8 By: 
9 **KEVIN JEFFRIES**
Chairman, Board of Supervisors

Dated: MAR 12 2019

10 ATTEST:


11 ~~Kecia Harper-Henm~~
12 Clerk of the Board

13
14 By: 
15 Deputy


Dated: MAR 12 2019

16 **FORM APPROVED COUNTY COUNSEL**
BY  2/27/19
KRISTINE BELL-VALDEZ DATE

17 RIVERSIDE LOCAL AGENCY FORMATION COMMISSION

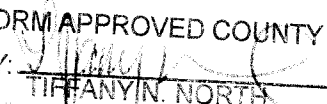
18
19 By: 
20 Chairman

Dated: 12-20-2018

21
22
23 By: 
24 George Spiliotis, Executive Officer

Dated: 12-20-2018

25 //
26 //
27 //
28 //

FORM APPROVED COUNTY COUNSEL
BY: 
TIFFANY N. NORTH 12/2/18
DATE
Counsel for LA-FCO