

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



ITEM: 3.6
(ID # 25019)

MEETING DATE:
Tuesday, June 04, 2024

FROM : EXECUTIVE OFFICE

SUBJECT: EXECUTIVE OFFICE: Approve and Execute 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 July 1, 2024, through June 30, 2029. All Districts, [\$0 - 100% LAFCO]

RECOMMENDED MOTION: That the Board of Supervisors:

1. 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 July 1, 2024, through June 30, 2029, with the Option to Extend the Agreement Term for Four (4) Additional One-Year Terms, and Authorize the of Chair of the Board to Execute the Agreement on Behalf of the County.

ACTION:Policy


Stephanie Perez, Deputy Director of Admin. Services 5/28/2024

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez

Nays: None

Absent: None

Date: June 4, 2024

xc: E.O., Auditor Controller, RCIT, Surveyor, H.R., CO.CO., Purchasing, ROV

Kimberly A. Rector
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% LAFCO			Budget Adjustment: N/A	
			For Fiscal Year: N/A	

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 28/29.

LAFCO's Commission approved and executed the attached Agreement for County Services at its May 23, 2024 meeting.

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 28/29, and would allow for four (4) additional successive one-year extensions at the consent of both parties.

ATTACHMENTS:

- Agreement Between the County of Riverside and the Riverside Local Agency Formation Commission for Services Provided by the County


Scott Bruekner 5/21/2024


Aaron Gettis, Chief of Deputy County Counsel 5/21/2024

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AGREEMENT BETWEEN
THE COUNTY OF RIVERSIDE AND THE RIVERSIDE LOCAL AGENCY FORMATION
COMMISSION FOR SERVICES PROVIDED BY COUNTY

This Agreement for Services ("Agreement") is made and entered into by and between the Riverside Local Agency Formation Commission ("LAFCO") and the County of Riverside ("COUNTY"), a political subdivision of the State of California, and shall become effective upon the term set forth herein. COUNTY and LAFCO are sometimes referred to in this Agreement individually as a "Party" or collectively as "Parties."

RECITALS

WHEREAS, LAFCO was created by the state legislature and is now governed under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 ("CKH Act"; Gov. Code, § 56000 et seq.); and

WHEREAS, LAFCO was created to help implement State policy of encouraging orderly growth and development through the regulation of local public agency boundaries which requires LAFCO to balance the development required for a growing population with the competing State interests of discouraging urban sprawl, preserving agricultural resources and open space and extending government services efficiently; and

WHEREAS, LAFCO is responsible for, and may contract for, the cost of services, facilities, equipment, supplies and personnel pursuant to Government Code sections 56380, 56381, and 56384; and

WHEREAS, in 2001, LAFCO began contracting with the COUNTY for services provided by the COUNTY to LAFCO, including but not limited to services by the Office of County Counsel, Auditor-Controller, Human Resources, and Purchasing; and

WHEREAS, subject to the terms set forth in this Agreement, LAFCO desires to continue contracting with COUNTY for services that the County currently provides to LAFCO because the COUNTY has expertise in such services.

NOW, THEREFORE, for good valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree hereto as follows:

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

6 a. Auditor-Controller – The Auditor-Controller shall timely disburse funds for LAFCO
7 operations in accordance with LAFCO’s authorization and instructions under Government Code section
8 56381.

9 b. Information Technology – Riverside County Informational Technology (RCIT) shall
10 distribute Internal Service Fund (ISF) charges for LAFCO’s use of enterprise systems, including financial
11 system and human resources management system. RCIT shall also provide VPN access and some GIS
12 tasks, such as producing landowner mailing labels for public notices.

13 c. Human Resources Department – COUNTY’s Human Resources Department shall provide
14 LAFCO all services typically provided to COUNTY Departments. Additional Human Resources activities
15 may be added upon mutual agreement of the Parties.

16 d. Office of County Counsel – The Office of County Counsel shall provide legal counsel and
17 representation of the Commission and staff. Such counsel and representation shall maintain strict separation
18 from any counsel and representation being provided to COUNTY by the Office of County Counsel.

19 e. Purchasing and Fleet Services – The Purchasing and Fleet Services Department shall provide
20 to LAFCO services typically provided to COUNTY Departments, including, but not limited to, central mail
21 and messenger services.

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

24 g. County Surveyor – The County Surveyor Division of the Transportation Department shall
25 review and verify boundary descriptions prepared by LAFCO applicants.

26 2. TERM. This Agreement shall be effective beginning July 1, 2024, and shall terminate on June 30,
27 2029, unless sooner terminated by the provisions herein by either party.

28 The term may be extended for up to four (4) additional one (1) year periods, in succession, at the
mutual consent of the Parties, without requiring further action of the governing entities of either Party;

1 authority to execute amendments to extend the term of this Agreement is delegated to the LAFCO Executive
2 Officer on behalf of LAFCO and the County Chief Executive Officer, or designee, on behalf of the County
3 of Riverside. This Agreement may be terminated during any of the successive terms by either party,
4 pursuant to the provisions herein. In the event that the term is extended for four (4) additional one (1) year
5 periods, the Agreement shall terminate on June 30, 2033.

6 In no event shall this Agreement be extended past June 30, 2033, without a new Agreement, or an
7 amendment to this Agreement which specifically extends the term of the Agreement.

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

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

19 5. COMPENSATION.

20 a. In consideration of services provided by COUNTY under this Agreement, LAFCO shall pay
21 the COUNTY for the services provided by COUNTY Department, including any costs incurred, at the same
22 rate charged to other COUNTY Departments for such services. In the event that the Board of Supervisors
23 has established rates for the COUNTY Department providing that service, LAFCO shall pay the rate
24 established by the Board of Supervisors. If such service is typically provided for under a deposit-based fee,
25 LAFCO shall ensure that an appropriate deposit-based fee is submitted.

26 b. When submitting invoices to LAFCO for COUNTY services, COUNTY will ensure that all
27 invoices will include only those charges that reflect those actual costs incurred by the COUNTY for the
28 provision of chargeable services.

1 c. COUNTY invoices/charges will be accompanied by sufficient expenditure detail to confirm
2 the validity of the cost charges.

3 d. LAFCO shall provide prompt payment to COUNTY within thirty (30) days of receipt of
4 invoice from the COUNTY.

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

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

24 7. ADMINISTRATION. The County Executive Officer of the COUNTY, or designee, shall
25 administer this Agreement on behalf of the COUNTY. The Executive Officer of LAFCO, or designee,
26 shall administer this Agreement on behalf of LAFCO.

27 8. ASSIGNMENT. This Agreement shall not be assigned by either Party, in whole or in part, without
28 the prior written consent of the other Party.

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

5 LAFCO:

6 Riverside Local Agency Formation Commission
7 6216 Brockton Avenue, Suite 111-B
8 Riverside, CA 92506

COUNTY:

Executive Office
4080 Lemon Street, 4th Floor
Riverside, CA. 92501

9 A notice shall be effective on the date of personal delivery if personally delivered before 5:00 pm on a
10 business day or otherwise on the business day following personal delivery; two (2) business days following
11 the date the notice is postmarked, if mailed; or on the day following delivery to the applicable overnight
12 courier, if sent by overnight courier for the next business day delivery and otherwise when received.

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

17 11. COMPLETE AGREEMENT. This Agreement is intended by the Parties to be the final expression
18 of their agreement with respect to the subject matter hereof, and is intended as a complete and exclusive
19 statement of the terms of the agreement between the Parties. As such, this Agreement supersedes any prior
20 understandings between the Parties, whether oral or written, unless such understanding is referenced herein.

21 12. WAIVER. Any waiver by either Party of a breach of any of the terms of this Agreement shall not
22 be construed as a waiver of any succeeding breach of the same or other term of this Agreement.

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

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

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

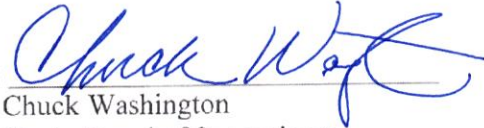
The provisions of the Government Claims Act (Government Code section 900 et seq.) shall be applicable for any disputes under this Agreement.

15. CERTIFICATION OF AUTHORITY TO EXECUTE THIS AGREEMENT. COUNTY and LAFCO certify that the individual(s) signing below on behalf of the Party has authority to execute this Agreement on behalf of the Party and may legally bind the Party to the terms and conditions of this Agreement and any attachments hereto.

[REMAINDER OF PAGE LEFT BLANK]

1 IN WITNESS HEREOF, the parties hereto have caused this Amendment to the Agreement to be duly
2 executed this day and year first written above.

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4 COUNTY OF RIVERSIDE

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6 By: 
7 Chuck Washington
Chair, Board of Supervisors

Dated: 6/04/2024

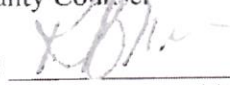
8 ATTEST:
9 Kimberly Rector
Clerk of the Board

10
11 By: 
12 Deputy

Dated: 6/04/2024

13 (Seal)


14 APPROVED AS TO FORM
15 Minh C. Tran,
16 County Counsel

17 By: 
18 Kristine Bell-Valdez, Deputy County Counsel

19 RIVERSIDE LOCAL AGENCY FORMATION COMMISSION

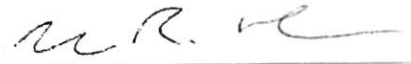
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21 By: 
22 Chairman

Dated: 5/23/24

23
24 By: 
25 Gary Thompson, Executive Officer

Dated: 5/23/24

26 APPROVED AS TO FORM
27 LAFCO Counsel

28 By: 
Melissa R. Cushman, Deputy County Counsel