

CALIFORNIA POLLUTION CONTROL FINANCING AUTHORITY
Meeting Date: March 16, 2021

***Request for the Approval of an Interagency Agreement with the State
Treasurer’s Office for Support provided by the State Treasurer’s Office
Executive Office, Administration Division, and Information Technology
Division***

Prepared by: *Nicholas Montalvo*

Summary. The California Pollution Control Financing Authority (the “Authority”) enters into Interagency Agreements (“IA”) annually with the State Treasurer’s Office (“STO”) for support services performed by staff within the STO. This item requests approval to enter into an IA in the amount of \$541,372 for continued support services for Fiscal Year 2020/2021.

Background. Through IAs, the STO provides budgeting, personnel, accounting, legal, information technology, information security, Executive Office (policy direction and guidance), reporting, and other administrative support services for the Boards, Commissions, and Authorities (“BCA”) chaired by the State Treasurer. The management from the Authority and STO will meet regularly to prioritize and plan for CPCFA’s existing and expanding program administrative support and coordinate on all required reports to control agencies. The overall cost is allocated among the BCAs based on each BCA’s personnel years. The proposed IA for Fiscal Year 2020/2021 is attached as Exhibit A.

Prior IA amounts from Fiscal Year 2008/2009 through Fiscal Year 2019/2020 are listed in the chart below. The amount of the proposed IA for Fiscal Year 2020/2021 is a reduction from Fiscal Year 2019/2020. The contract costs are based on the number of full-time positions within each BCA. Other BCAs have increased their number of full-time positions, which has resulted in a reduction in the shared costs for the Authority.

Fiscal Year	IA Amount
07/01/08 – 06/30/09	\$398,323
07/01/09 – 06/30/10	\$401,479
07/01/10 – 06/30/11	\$377,472
07/01/11 – 06/30/12	\$421,530
07/01/12 – 06/30/13	\$421,530
07/01/13 – 06/30/14	\$413,120
07/01/14 – 06/30/15	\$411,156
07/01/15 – 06/30/16	\$726,241
07/01/16 – 06/30/17	\$722,029
07/01/17 – 06/30/18	\$736,709
07/01/18 – 06/30/19	\$736,709
07/01/19 – 06/30/20	\$574,877

Terms of the Interagency Agreement.

Contract Period: July 1, 2020, through June 30, 2021
Contract Amount: Not to exceed \$541,372

Agenda Item 4.D.
Resolution No. 21-04-003

Staff Recommendation. Staff recommends the approval of Resolution Number 21-04-003 to authorize the Interim Executive Director or Deputy Executive Director to execute Interagency Agreement No. CPCFA02-20 with the State Treasurer's Office for Fiscal Year 2020/2021 in an amount not to exceed \$541,372.

**RESOLUTION OF THE CALIFORNIA POLLUTION CONTROL FINANCING
AUTHORITY AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR OR
DEPUTY EXECUTIVE DIRECTOR TO EXECUTE AN INTERAGENCY
AGREEMENT WITH THE STATE TREASURER’S OFFICE**

March 16, 2021

WHEREAS, the California Pollution Control Financing Authority (“Authority”) was created under the provisions of the California Pollution Control Financing Authority Act (Division 27 (commencing with Section 44500) of the Health and Safety Code); and

WHEREAS, Section 44522(c) of the Health and Safety Code provides that the Authority is authorized to “do all things generally necessary or convenient to carry out its powers and purposes”; and

WHEREAS, Section 44519 of the Health and Safety Code provides that the Authority may employ an Executive Director and any other persons as are necessary to enable it to properly perform the duties imposed upon the Authority by the California Pollution Control Financing Authority Act, and the Authority may delegate to the Executive Director the power to enter into contracts on its behalf; and

WHEREAS, the Authority wishes to enter into an Interagency Agreement with the State Treasurer’s Office for Fiscal Year 2020/2021 for administrative support services, including accounting, budgeting, legal, information technology, information security, personnel, and business services; and

WHEREAS, the State Treasurer’s Office has the ability and expertise to advise the Authority on matters pertaining to administration and support services for the Authority;

NOW, THEREFORE, BE IT RESOLVED, by the California Pollution Control Financing Authority the following:

Section 1. The Interim Executive Director and Deputy Executive Director are each hereby authorized, jointly and severally, to prepare, enter into, and execute Interagency Agreement No. CPCFA02-20 with the State Treasurer’s Office for administrative support services in an amount not to exceed \$541,372 for the term beginning July 1, 2020, through June 30, 2021.

EXHIBIT A

AGREEMENT NUMBER CPCFA02-20	PURCHASING AUTHORITY NUMBER (If Applicable)
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
 California Pollution Control Financing Authority

CONTRACTOR NAME
 State Treasurer's Office

2. The term of this Agreement is:

START DATE
 July 1, 2020

THROUGH END DATE
 June 30, 2021

3. The maximum amount of this Agreement is:
 \$541,372.00 (five hundred forty-one thousand three hundred seventy-two dollars and zero cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	1
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit C *	General Terms and Conditions for Interagency Agreements (GIA - 610)	1
Exhibit D	Special Terms and Conditions	1

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>*

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
 State Treasurer's Office

CONTRACTOR BUSINESS ADDRESS 915 Capitol Mall, Room 538	CITY Sacramento	STATE CA	ZIP 95814
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PRINTED NAME OF PERSON SIGNING Rebecca Grajski	TITLE Director, Administration Division
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CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
 California Pollution Control Financing Authority

CONTRACTING AGENCY ADDRESS 801 Capitol Mall, 2nd Floor	CITY Sacramento	STATE CA	ZIP 95814
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PRINTED NAME OF PERSON SIGNING Janae Davis	TITLE Deputy Executive Director
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CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
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CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) SCM Vol. 1, Ch. 4.04.A.5
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**EXHIBIT A
 SCOPE OF WORK**

1. This is an Interagency Agreement between the State Treasurer's Office (hereafter referred to as STO) and the California Pollution Control Financing Authority (hereafter referred to as CPCFA).
2. STO agrees to provide services including but not limited to: Accounting, Budgeting, Legal Services, Information Technology Services, Information Security, Personnel, Business Services, Executive Office (policy direction and guidance) and Reporting Services to CPCFA, where applicable. Management from CPCFA and STO will meet regularly to prioritize and plan for CPCFA's existing and expanding program administrative support, and coordinate on all required reports to control agencies. This contract is necessary as the services identified above cannot be performed by CPCFA staff and must be performed by STO staff.
3. The project representatives during the term of this agreement will be:

State Agency: California Pollution Control Financing Authority	Contractor: State Treasurer's Office (STO)
Name: Janae Davis, Deputy Executive Director	Name: Rebecca Grajski, Director, Administration
Phone: (916) 651-8663	Phone: (916) 653-3100
Fax: (916) 657-4821	Fax: (916) 653-3259

Direct all inquiries to:

State Agency: California Pollution Control Financing Authority	Contractor: State Treasurer's Office (STO)
Section/Unit:	Section/Unit: Administration Division
Attention: Janae Davis, Deputy Executive Director	Attention: Rebecca Grajski, Director, Administration
Address: 801 Capitol Mall, 2 nd Floor	Address: 915 Capitol Mall, Room 538
Phone: (916) 651-8663	Phone: (916) 653-3100
Fax: (916) 657-4821	Fax: (916) 653-3259

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. **Invoicing**

- A. The California Pollution Control Financing Authority (CPCFA) agrees to compensate the State Treasurer's Office (STO) a lump sum payment in the amount of \$541,372.00 due no later than 30 days after contract approval.
- B. Invoice shall include Agreement Number CPCFA02-20 and shall be submitted for a one time lump sum payment to:

California Pollution Control Financing Authority (CPCFA)
P.O. Box 942809
Sacramento, California 94209-0001

2. **Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. **Payment**

- A. Costs for this Agreement shall be computed in accordance with State Administrative Manual Sections 8752 and 8752.1.
- B. Nothing herein contained shall preclude advance payments pursuant to Article 1, Chapter 3, Part 1, Division 3, Title 2 of the Government Code of the State of California.

EXHIBIT C
GENERAL TERMS AND CONDITIONS FOR INTERAGENCY AGREEMENTS

Exhibit C to this Agreement, the General Terms and Conditions for Interagency Agreements (GIA - 610), is hereby incorporated by reference and made part of this Agreement as if attached hereto. The General Terms and Conditions for Interagency Agreements may be viewed and downloaded at:

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

1. **Dispute Resolution Clause**

- A. If for any reason CPCFA and STO cannot reach a mutual agreement, then CPCFA may refer the dispute to the Chief Deputy Treasurer.

STATE OF CALIFORNIA
AGREEMENT SUMMARY

STD 215 (Rev. 08/2017)

AGREEMENT NUMBER CPCFA02-20	AMENDMENT NUMBER
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12. AGREEMENT

AGREEMENT	TERM FROM	TERM THROUGH	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	07/01/2020	06/30/2021	\$541,372.00	Exempt
Amendment 1				
TOTAL			\$541,372.00	

13. BIDDING METHOD USED

- Request for Proposal (RFP) (*Attach justification if secondary method is used*)
 Use of Master Service Agreement
 Invitation for Bid (IFB)
 Exempt from Bidding (*Give authority for exempt status*)
 Sole Source Contract (*Attach STD. 821*)
 Other (*Explain*) SCM Vol. 1, Ch. 5.80.A.4

Note: Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached

14. SUMMARY OF BIDS (*List of bidders, bid amount and small business status*) (*If an amendment, sole source, or exempt, leave blank*)

N/A - Interagency Agreement

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, EXPLAIN REASON(S) (*If an amendment, sole source, or exempt, leave blank*)

N/A - Interagency Agreement

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?

N/A - Interagency Agreement

17a. JUSTIFICATION FOR CONTRACTING OUT (*Check one*)

- Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.
 Contracting out is justified based on Government Code 19130(b). When this box is checked, a completed JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60 must be attached to this document.
 Not Applicable (Interagency / Public Works / Other _____)

17b. EMPLOYEE BARGAINING UNIT NOTIFICATION

- By checking this box, I hereby certify compliance with Government Code section 19132(b)(1).*

AUTHORIZED SIGNATURE	SIGNER'S NAME (<i>Print or Type</i>) Janae Davis	DATE SIGNED
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18. FOR AGREEMENTS IN EXCESS OF \$5,000: Has the letting of the agreement been reported to the Department of Fair Employment and Housing? <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	22. REQUIRED RESOLUTIONS ARE ATTACHED <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A
19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10? <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	
20. FOR CONSULTING AGREEMENTS: Did you review any contractor evaluations on file with the DGS Legal Office? <input type="checkbox"/> None on file <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	
21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR? A. Contractor Certification Clauses <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A B. STD 204 Vendor Data Record <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	
23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes SB/DVBE Certification Number: _____	

24. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (*If an amendment, explain changes if any*)
 No (*Explain below*) Yes _____ % of Agreement

N/A - Interagency Agreement

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN THREE YEARS?
 No Yes (*If Yes, provide justification below*)

I certify that all copies of the referenced Agreement will conform to the original agreement sent to the Department of General Services.

SIGNATURE	NAME/TITLE (<i>Print or Type</i>) Janae Davis, Deputy Executive Director	DATE SIGNED
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AGREEMENT SUMMARY

STD 215 (Rev. 08/2017)

AGREEMENT NUMBER

CPCFA02-20

AMENDMENT NUMBER

JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60

In the space provided below, the undersigned authorized state representative documents, with specificity and detailed factual information, the reasons why the contract satisfies one or more of the conditions set forth in Government Code section 19130(b). Please specify the applicable subsection. Attach extra pages if necessary.

N/A - Interagency Agreement

The undersigned represents that, based upon his or her personal knowledge, information or belief the above justification correctly reflects the reasons why the contract satisfies Government Code section 19130(b).

SIGNATURE	NAME/TITLE <i>(Print or Type)</i> Janae Davis, Deputy Executive Director	DATE SIGNED	
PHONE NUMBER (916) 651-8663	STREET ADDRESS 801 Capitol Mall, 2nd Floor		
EMAIL jdavis@sto.ca.gov	CITY Sacramento	STATE CA	ZIP 95814