

CALIFORNIA POLLUTION CONTROL FINANCING AUTHORITY
Meeting Date: June 20, 2023

***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 \$484,688 for continued support services for Fiscal Year 2022/2023.

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 2022/2023 is attached as Exhibit A.

Prior IA amounts from Fiscal Year 2009/2010 through Fiscal Year 2021/2022 are listed in the chart below. The contract costs are based on the number of full-time positions within each BCA. During the most recent Fiscal Year, CPCFA operated with a smaller staff size compared to previous years, resulting in a reduction in CPCFA’s share of overall support costs.

| Fiscal Year | IA Amount |
|---------------------|------------------|
| 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 |
| 07/01/20 – 06/30/21 | \$541,372 |
| 07/01/21 – 06/30/22 | \$491,156 |

Terms of the Interagency Agreement.

Contract Period: July 1, 2022, through June 30, 2023

Contract Amount: Not to exceed \$484,688

Staff Recommendation. Staff recommends the approval of Resolution Number 23-04-001 to authorize the Executive Director to execute Interagency Agreement No. CPCFA02-22 with the State Treasurer's Office for Fiscal Year 2022/2023 in an amount not to exceed \$484,688.

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

June 20, 2023

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 2022/2023 for executive and 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 Executive Director and Deputy Executive Director are each hereby authorized, jointly and severally, to prepare, enter into, and execute Interagency Agreement No. CPCFA02-22 with the State Treasurer's Office for administrative support services in an amount not to exceed \$484,688 for the term beginning July 1, 2022, through June 30, 2023.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
 STD 213 (Rev. 04/2020)

| | |
|--------------------------------|---|
| AGREEMENT NUMBER CPCFA02-22 | PURCHASING AUTHORITY NUMBER (If Applicable) |
|--------------------------------|---|

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, 2022

THROUGH END DATE
 June 30, 2023

3. The maximum amount of this Agreement is:
 \$484,668.00 (four hundred eighty-four thousand six hundred sixty-eight 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 - 11/2022) | 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 901 P Street, Suite 411A | CITY Sacramento | STATE CA | ZIP 95814 |
|---|--------------------|-------------|--------------|

| | |
|---|--|
| PRINTED NAME OF PERSON SIGNING Rebecca Grajski | TITLE Director, Administration Division |
|---|--|

| | |
|---------------------------------|-------------|
| CONTRACTOR AUTHORIZED SIGNATURE | DATE SIGNED |
|---------------------------------|-------------|

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 |
|---|--------------------|-------------|--------------|

| | |
|---|-----------------------------|
| PRINTED NAME OF PERSON SIGNING Shela Tobias-Daniel | TITLE Executive Director |
|---|-----------------------------|

| | |
|---|-------------|
| CONTRACTING AGENCY AUTHORIZED SIGNATURE | DATE SIGNED |
|---|-------------|

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|--|---|
| CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL | EXEMPTION (If Applicable) SCM Vol. 1, Chapter 4.04.A.5 |
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Exhibit A

EXHIBIT A (Interagency Agreement)

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 |
| Attention: Shela Tobias-Daniel Executive Director | Attention: Rebecca Grajski, Director Administration |
| Address: 801 Capitol Mall, 2 nd Floor Sacramento, CA 95814 | Address: 901 P Street, Suite 411A Sacramento, CA 95814 |
| Phone: (916) 651-8663 | Phone: (916) 653-3100 |
| Email: shela.tobias-daniel@treasurer.ca.gov | Email: becky.grajski@treasurer.ca.gov |

Exhibit A

State Treasurer's Office

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EXHIBIT B (Interagency Agreement)

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 \$484,668.00 due no later than 30 days after contract approval.
- B. Invoice shall include Agreement Number CPCFA02-22 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 A

State Treasurer's Office
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EXHIBIT C (Interagency Agreement)

GENERAL TERMS AND CONDITIONS FOR INTERAGENCY AGREEMENTS

Exhibit C to this Agreement, the General Terms and Conditions for Interagency Agreements (GIA – 11/2022), 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 A

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EXHIBIT D (Interagency Agreement)

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.