



San Diego County
Local Agency Formation Commission
 Regional Service Planning | Subdivision of the State of California

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AGENDA REPORT
 Business | Information

May 5, 2025

TO: Chair Whitburn and Commissioners

FROM: Keene Simonds, Executive Officer
 Joelle Burila, Analyst I

SUBJECT: Memorandum of Understanding with Los Angeles, Orange, and San Bernardino LAFCOs for Continuing Education and Legislative Support Services

SUMMARY

The San Diego County Local Agency Formation Commission (LAFCO) will receive an update on efforts to establish support services as a substitute for non-renewing membership with CALAFCO for reasons detailed at the February 2025 meeting. Efforts have produced a memorandum of understanding with three other LAFCOs – Los Angeles, Orange, and San Bernardino – to share resources in providing continuing education and legislative advocacy services beginning July 1, 2025. Each LAFCO has agreed to commit up to \$10,000 annually to activities and services provided through the agreement – including organizing a conference for Commissioners and staff to attend later this calendar year. Item is for information only with the opportunity for the Commission to provide comments and related feedback.

BACKGROUND

Pausing CALAFCO Membership

CALAFCO is a non-profit organization created in 1971 to assist member LAFCOs with learning and related resources as well as legislative advocacy. Annual member dues serve as the primary revenue source in helping to fund an approximate \$0.780 million budget. A 16-member Board oversees CALAFCO and appoints a fulltime Executive Director to administer day-to-day activities. All LAFCOs are currently members except Kern County.

<p>Administration Keene Simonds, Executive Officer 2550 Fifth Avenue, Suite 725 San Diego, California 92103 T 619.321.3380 E lafco@sdcountry.ca.gov www.sdlafco.org</p>	<p>Joel Anderson County of San Diego</p> <p>Jim Desmond County of San Diego</p> <p>Vacant, Alt. County of San Diego</p>	<p>Kristi Becker City of Solana Beach</p> <p>Dane White City of Escondido</p> <p>John McCann Alt. City of Chula Vista</p>	<p>Chair Stephen Whitburn City of San Diego</p> <p>Marni von Wilpert, Alt. City of San Diego</p>	<p>Vice Chair Barry Willis Alpine Fire Protection</p> <p>Jo MacKenzie Vista Irrigation</p> <p>David Drake, Alt. Rincon del Diablo</p>	<p>Vacant General Public</p> <p>Brigitte Browning, Alt. General Public</p>
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Beginning in 2024, LAFCO staff began reporting concerns to the Commission involving CALAFCO and increasing Board dysfunction and – by direct extension – diminishing focus on membership services. Concerns were also being concurrently shared with CALAFCO but did not result in any substantive responses. As a result, and following the lead of San Bernardino, the Executive Officer provided notice in February 2025 to non-renew San Diego’s membership in 2025-2026. Los Angeles and Orange LAFCOs similarly filed non-renewal notices thereafter.

DISCUSSION

Memorandum of Understanding for Substitute Services

This item is being presented to San Diego LAFCO to receive an update on efforts to establish support services as a substitute for pausing membership with CALAFCO beginning in 2025-2026. Consistent with earlier telegraphing, a memorandum of understanding has been established with the other three LAFCOs in the region – Los Angeles, Orange, and San Bernadino – that have similarly paused their membership with CALAFCO. All LAFCO Executive Officers have signed the agreement with the exception of Orange, which is expected to do so shortly now with the recent appointment of an Interim Executive Officer.

A copy of the agreement is attached and – among other things – focusses the four LAFCOs on collaborating on the following core shared services:

- Information exchanges – including an e-mail list serve.
- Continuing education.
- Practitioner training.
- Professional networking.
- Legislative advocacy.

ANALYSIS

None.

RECOMMENDATION

This item is presented to San Diego LAFCO for information with an opportunity for comments and related feedback on future activities tying to the memorandum of understanding.

ALTERNATIVES FOR ACTION

None.

PROCEDURES

This item has been placed on San Diego LAFCO's agenda for information as part of the business calendar. The following procedures are recommended in consideration of this item:

- 1) Receive verbal presentation from staff unless waived.
- 2) Invite comments from interested audience members, if any.
- 3) Discuss the item and provide feedback as appropriate.

On behalf of staff,



Joelle Burila
Analyst I

Attachment:

- 1) Memorandum of Understanding

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MEMORANDUM OF UNDERSTANDING

LOS ANGELES, ORANGE, SAN BERNADINO, and SAN DIEGO LOCAL AGENCY FORMATION COMMISSIONS

This Memorandum of Understanding (“MOU”) is made and entered into as of July 1, 2025 (“Effective Date”) by and between the Los Angeles, Orange, San Bernadino, and San Diego Local Agency Formation Commissions (“LAFCOs”) and are sometimes individually referred to as “Party” and collectively as “Parties.”

RECITALS

- A. Los Angeles, Orange, San Bernardino, and San Diego LAFCOs are local subdivisions of public agencies in the State of California and are periodically in need of services that can be provided more efficiently or conveniently through collaboration or partnership of the Parties.
- B. The Parties desire by this MOU to establish the terms for each Party to provide and receive the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. MOU Composition. The Parties agree the composition of the MOU is limited to Los Angeles, Orange, San Bernardino, and San Diego LAFCOs. Additional LAFCOs may be added to the MOU composition by amendment if unanimously approved by the MOU Committee as provided in Section 3.
2. Services. The Parties will work together to identify potential services that could be delivered more efficiently through collaboration or partnership. Some of the potential services to be provided include:
 - Information exchanges.
 - Continuing education involving LAFCO statutes.
 - Training on best practices in local government.
 - Professional networking.
 - Legislative advocacy.

3. Decision-Making. The Parties agree to an MOU Committee consisting of each Party's Executive Officer responsible for organizing all related services herein. Decision-making will be based on Committee consensus - whether by majority or unanimity of the members. The MOU Committee will hold quarterly meetings to discuss and plan services as needed. An Executive Officer may appoint a delegate from their respective LAFCO to serve as the Executive Officer's Alternate on the MOU Committee in the event the Executive Officer is unavailable.
4. Cost-Sharing. The Parties agree to equally contribute to all costs associated with services provided through the MOU. Costs will be appropriated among the Parties for their direct payments to any outside vendors and consultants and/or through reimbursements paid between the Parties.
5. Cost-Commitment. To help inform decision-making, each Party agrees to budget and otherwise make reasonably available \$10,000 annually to contribute towards services provided under this MOU. All reasonable efforts shall be made by the MOU Committee to achieve unanimous decisions in providing services and generating associated costs to the Parties.
6. Sponsoring Outside Vendors. The Parties understand it may be necessary for one Party to sponsor an outside vendor (e.g., consultant, conference center, etc.) on behalf of all Parties in securing services provided under this MOU. The Parties agree to reasonably share these sponsorship needs while also making good-faith efforts to expedite reimbursement payments.
7. Maintenance of Records. Any books, documents, papers, and other evidence pertaining to costs incurred in implementing this MOU and associated services shall be maintained by each Party in line with the respective Party's appropriate local policy.
8. Retention of Employee Status. Any Party providing MOU services through their own employees shall remain employees of that Party at all times.
9. Compensation. No Party shall receive any compensation associated with implementing this MOU other than reimbursements involving the services described herein.
10. Performance of Services. The MOU Committee shall be solely responsible for determining the scope and timing of services provided through this MOU.
11. Term. The MOU shall become effective on July 1, 2025 and shall continue until termination as provided below.
 - a) Any Party may terminate their participation in this MOU with or without cause upon thirty (30) calendar days' written notice to the other Parties.

b) Notwithstanding the above provision, the Parties agree to good-faith efforts to time any decision to terminate their participation in this MOU to coincide with the end of the fiscal year – June 30th.

12. Compliance with Law. Each Party shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government as applicable in implementing this MOU.

13. Notice. Any notice to be given or delivered by this MOU shall be done whenever possible by e-mail to the following Party representatives:

Los Angeles LAFCO
Paul Novak, Executive Officer
80 South Lake Ave, Suite 870
Pasadena, CA 91101
pnovak@lalafco.org

Orange LAFCO
Luis Tapia, Interim Executive Officer
2677 North Main, Suite 1050
Santa Ana, CA 92705
ltapia@oclafco.org

San Bernardino LAFCO
Samuel Martinez, Executive Officer
1601 E. 3rd Street, Suite 102
San Bernardino, CA 92415
smartinez@lafco.sbcounty.ca.gov

San Diego LAFCO
Keene Simonds, Executive Officer
2550 Fifth Avenue, Suite 725
San Diego, CA 92103
keene.simonds@sdcounty.ca.gov

IN WITNESS WHEREOF, the Parties agree to this MOU.

Los Angeles LAFCO
Paul Novak, Executive Officer

Date: April 10, 2025

San Bernardino LAFCO
Samuel Martinez, Executive Officer

Date: April 16, 2025

Orange LAFCO
Luis Tapia, Interim Executive Officer

Date:

San Diego LAFCO
Keene Simonds, Executive Officer

Date: April 10, 2025

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