



San Diego County Local Agency Formation Commission

Regional Service Planning | Subdivision of the State of California

7b

AGENDA REPORT
Business | Action

April 6, 2026

TO: Chair Becker and Commissioners
FROM: Priscilla Mumpower, Assistant Executive Officer
Joelle Burila, Analyst I
SUBJECT: Alliance of LAFCOs Update and Proposed Next Steps

SUMMARY

The San Diego County Local Agency Formation Commission (LAFCO) will receive an update on the ongoing efforts of the Alliance of Local Agency Formation Commissions (Alliance). Staff recommends the Commission affirm its continued participation in the Alliance under the existing Memorandum of Understanding (MOU) framework and reappoint Chair Becker and Vice Chair Willis as the Commission’s representatives. Staff also recommends the Commission authorize the Executive Officer to engage, on the Commission’s behalf, in the formation of a new nonprofit organization along with the three partnering LAFCOs (Los Angeles, Orange and San Bernardino). Additionally, staff requests conceptual approval of the proposed governance and administrative structure, dues model, and a two-year funding commitment of \$30,000 divided equally between Fiscal Year 2027 and Fiscal Year 2028.

BACKGROUND

Previous CALAFCO Membership

CALAFCO is a non-profit 501(c)(3) organization created in 1971 to assist member LAFCOs with learning and related resources as well as legislative advocacy. A 16-member Board governs

Administration Keene Simonds, Executive Officer 2550 Fifth Avenue, Suite 725 San Diego, California 92103 T 619.321.3380 E lafco@sdcounty.ca.gov www.sdlafo.org	Paloma Aguirre County of San Diego Joel Anderson County of San Diego Monica M. Steppe, Alt. County of San Diego	Chair Kristi Becker City of Solana Beach Dane White City of Escondido John McCann, Alt. City of Chula Vista	Stephen Whitburn City of San Diego Marni von Wilpert, Alt. City of San Diego	Vice Chair Barry Willis Alpine Fire Protection Jo MacKenzie Vista Irrigation David Drake, Alt. Rincon del Diablo	Brigitte Browning General Public Eileen Delaney, Alt. General Public
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CALAFCO and appoints a full-time Executive Director to manage daily operations.¹ Annual member dues serve as the organization's primary revenue source. Starting in 2024, LAFCO staff reported concerns to the Commission involving CALAFCO and increasing Board dysfunction and diminishing focus on membership services. Concerns were shared with CALAFCO but did not result in any substantive responses. As a result, in consultation with the Commission, the Executive Officer provided notice in February 2025 of San Diego LAFCO's decision to not renew its membership for FY 2025-2026.

Memorandum of Understanding for Substitute Services

Following notice of non-renewal with CALAFCO, the Commission authorized the Executive Officer to enter into an MOU in May 2025 establishing a partnership with three other southern region LAFCOs – Los Angeles, Orange, and San Bernardino – which have also paused their CALAFCO memberships. The MOU establishes a cooperative framework among the four charter members (Los Angeles, Orange, San Bernardino, and San Diego LAFCOs) – also known as the Alliance – to jointly pursue shared services such as information exchange, legislative advocacy and professional networking. Governance is carried out by a consensus-based committee of the four Executive Officers, with equal cost-sharing and an annual commitment of up to \$10,000 per agency. The MOU expires at the end of this fiscal year – June 30, 2026.

Since the Alliance formed in July 2025, key milestones include:

- Initial Workshop held March 24, 2026
- Membership Listserv
- Legislative Advocacy and Lobbying Services Contract Executed with Politico Group
- Joint Request for Proposals for Audit Contract and Subsequent Selection

A copy of the agreement is provided as Attachment One.

DISCUSSION

This item is for San Diego LAFCO to receive an update on the Alliance and explore next steps in evolving the MOU partnership. The following provides a conceptual overview of the potential transition from the current MOU framework to a more formalized structure through a nonprofit organization. Remaining under an MOU presents limitations, including the absence of legal entity status, restricted ability to contract and expand services, and continued administrative inefficiencies, such as requiring one LAFCO to hold contracts on behalf of the group and seek reimbursement from partners. A nonprofit organization such as a 501(c)6 is being considered to provide a formal organizational structure for coordinated legislative advocacy and lobbying, the Alliance's primary focus, which enables direct contracting for professional services, demonstrates long-term commitment, and supports complementary educational and information-sharing activities. Additional details follow.

¹ In February 2026, the Board approved structural changes, including the elimination of board seat type categories and allowing Executive Officers as eligible voting members. Board seats are up for reelection in October 2026.

Proposed Conceptual Alliance Structure

The following summarizes the proposed conceptual structures under consideration:

Governance Structure

- Establish a 12-member board comprised of the four (4) Executive Officers (voting members) and eight (8) Commissioners (two from each participating county).
- Contemplates centralizing formal voting authority with the Executive Officers to streamline governance and preserve the Alliance's existing consensus-oriented decision-making culture.

Administrative Structure

- First two years will be supported through member agency staff contributions on a volunteer basis (i.e., analysts, associates, and clerks).
- Each LAFCO is anticipated to contribute approximately 120 staff hours annually (10 hours per month) during FY27 and FY28.
- Staff support will focus on the following key tasks:
 - Quarterly Alliance Meetings
 - Legislative Committee Meetings
 - Annual Workshop
 - Managing Legislation Contract with Politico

Financial Structure

- Equal cost-sharing contributions among four charter member LAFCOs, not to exceed an annual commitment of \$15,000 per agency for FY27 and again in FY28.
- Funding will support advocacy, workshops, and professional services.

The Alliance anticipates expanding beyond the four charter LAFCOs, with membership focused on agencies aligned with its purpose and approach. These structures remain conceptual and will be refined in coordination with the Alliance of LAFCOs.

ANALYSIS

The proposed action represents a timely and measured next step building on the Alliance's successful first year under the existing MOU. The effort is envisioned as a two-year transition, during which the MOU would remain in place while the Alliance evaluates the formation of a nonprofit organizational structure. This approach provides capacity needed to advance the Alliance's core advocacy mission, while remaining complementary – rather than duplicative – to the role of CALAFCO. The Alliance is not intended to replace CALAFCO membership for any agency that chooses to maintain it, but rather to provide a focused platform for legislative advocacy among like-minded LAFCOs. Most notably, the proposed structure is intended to enhance participating agencies' collective ability to engage and contribute at a broader legislative level.

RECOMMENDATION

Staff recommends the Commission approve San Diego LAFCO's continued participation in the Alliance under the existing MOU through fiscal year 2028, including reappointment of Chair Becker and Vice Chair Willis as the Commission's representatives; authorize the general organizational framework of a nonprofit entity, such as a 501(c)(6); and approve a combined two-year funding commitment of \$30,000 for fiscal years 2027 and 2028.

ALTERNATIVES FOR ACTION

The following alternative actions are available to San Diego LAFCO:

Alternative One (Recommended):

Approve the proposed recommendation to include all of the following:

- (1) Support continued participation in the Alliance under the existing Memorandum of Understanding – including reappointments as described; and,
- (2) Authorization for the Executive Officer to participate on behalf of the Commission in forming a non-profit organization such as a 501(c)(6); and,
- (3) Approve a two-year funding commitment of \$15,000 annually for FY27 and FY28.

Alternative Two:

Continue consideration of the item to a future meeting and provide direction to staff for additional information as needed.

Alternative Three:

Take no action.

PROCEDURES

This item has been placed on San Diego LAFCO's agenda for discussion and possible action as part of the business calendar. The following procedures are recommended:

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

On behalf of the Executive Officer,



Joelle Burila
Analyst I

Attachment:

- 1) Alliance of LAFCOs Memorandum of Understanding (April 2025)

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

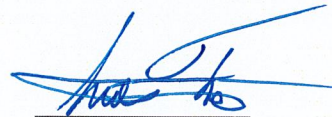
San Diego LAFCO
Keene Simonds, Executive Officer
2550 Fifth Avenue, Suite 725
San Diego, CA 92103
keene.simonds@sdcounty.ca.gov

IN WITNESS WHEREOF, the Parties agree to this MOU.



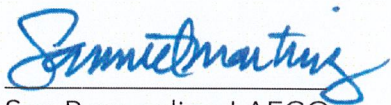
Los Angeles LAFCO
Paul Novak, Executive Officer

Date: April 10, 2025



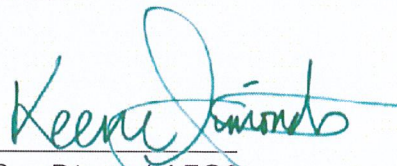
Orange LAFCO
Luis Tapia, Interim Executive Officer

Date:



San Bernardino LAFCO
Samuel Martinez, Executive Officer

Date: April 16, 2025



San Diego LAFCO
Keene Simonds, Executive Officer

Date: April 10, 2025

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