

8a | Commission
Discussion

MEETING DATE: April 9, 2025

TO: Local Agency Formation Commission
of Orange County

FROM: General Counsel

SUBJECT: Adoption of a Resolution Approving the
Memorandum of Agreement for the Position of
LAFCO Interim Executive Officer for Luis Tapia

REGULAR MEMBERS

CHAIR
Donald P. Wagner
County Member

VICE CHAIR
Wendy Bucknum
City Member

IMMEDIATE PAST CHAIR
Douglass Davert
Special District Member

James Fisler
Special District Member

Peggy Huang
City Member

Derek J. McGregor
Public Member

VACANT
County Member

ALTERNATES

Kathryn Freshley
Special District Member

Carol Moore
City Member

Lou Penrose
Public Member

VACANT
County Member

STAFF

Luis Tapia
Assistant Executive Officer

Scott Smith
General Counsel

BACKGROUND

Due to the recent vacancy in the LAFCO Executive Officer position, the Commission has asked that this action to appoint an Interim Executive Officer pursuant to an Interim Executive Officer Memorandum of Employment (“Agreement”) be agendized for public consideration.

DISCUSSION

The Commission has determined that it would be best served until a new Executive Officer is hired through the appointment of an Interim Executive Officer. This would assure LAFCO’s efficient, continued administration in the meantime. Luis Tapia (“Tapia”) currently and effectively serves as LAFCO’s Assistant Executive Officer. He is willing to serve as Interim Executive Officer pending the appointment of a new Executive Officer. On April 4, pursuant to Government Code Section 54957(b), the Commission discussed in closed session the appointment of Tapia as Interim Executive Officer and possible terms for his employment in that capacity. Subsequently, the Commission’s designated negotiators presented these proposed terms for an employment agreement to Tapia, and upon receiving his acceptance of those terms, they asked that this draft Agreement be placed on this agenda for consideration in public as required by law.

RECOMMENDED ACTIONS

It is recommended that the Commission:

1. Adopt Resolution No. CP 25-03 Approving the Memorandum of Agreement with Luis Tapia for the Position of LAFCO Interim Executive Officer; and
2. Authorize Commission Chair Donald P. Wagner to execute, and the Commission Clerk to attest to these documents.

Respectfully submitted,



SCOTT C. SMITH
General Counsel

Attachment:

1. Form of Resolution No. CP 25-03

CP 25-03

RESOLUTION OF THE LOCAL AGENCY FORMATION COMMISSION OF
ORANGE COUNTY, CALIFORNIA APPROVING A MEMORANDUM OF AGREEMENT FOR THE
POSITION OF INTERIM LAFCO EXECUTIVE
OFFICER

April 9, 2025

On motion of Commissioner _____, duly seconded and carried, the following Resolution was adopted:

WHEREAS, the position of Executive Officer of the Local Agency Formation Commission, County of Orange (“LAFCO”) was recently rendered vacant; and

WHEREAS, to assure the efficient continued administration pending employment and appointment of a new Executive Officer, LAFCO desires to employ Luis Tapia (“Tapia”) as Interim Executive Officer; and

WHEREAS, Tapia has served capably as Assistant Executive Officer and in other positions for LAFCO for more than 4 years; and

WHEREAS, the Commission wishes to appoint Tapia as Interim Executive Officer and Tapia wishes to serve in the capacity of Interim Executive Officer; and

WHEREAS, LAFCO and Tapia have agreed to the compensation, duties, and other terms and conditions in the attached Memorandum of Agreement for the Position of LAFCO Interim Executive Officer; and

NOW, THEREFORE, the Commission DOES HEREBY RESOLVE, DETERMINE, AND ORDER that the Memorandum of Agreement for the Position of LAFCO Interim Executive Officer between LAFCO and Luis Tapia, attached to this Resolution as Exhibit "A" and incorporated herein by this reference is hereby approved.

Ayes:

Noes:

STATE OF CALIFORNIA)

) SS.

COUNTY OF ORANGE)

I, Donald P. Wagner, Chair of the Local Agency Formation Commission of Orange County, California, hereby certify that the above and foregoing resolution was duly and regularly adopted by said Commission at a regular meeting thereof, held on the 9th day of April 2025.

IN WITNESS WHEREOF, I have hereunto set my hand this 9th day of April, 2025.

Donald P. Wagner
Chairperson of the Orange County
Local Agency Formation Commission

By: _____
DONALD P. WAGNER

ATTEST:

Cheryl Carter-Benjamin, Commission Clerk
Orange County LAFCO

**MEMORANDUM OF AGREEMENT FOR THE POSITION OF LAFCO INTERIM
EXECUTIVE OFFICER**

April 9, 2025

This Memorandum of Agreement for the Position of Interim Executive Officer (“Agreement”) is made by and between the Local Agency Formation Commission, County of Orange (“LAFCO” or the “Commission”) and Luis Tapia (“Tapia”), an individual, both of whom agree as follows:

RECITALS

WHEREAS, LAFCO is in need of an Interim Executive Officer; and

WHEREAS, Tapia currently and capably serves as LAFCO’s Assistant Executive Officer and possesses the professional skills and qualifications necessary to provide the services required of an Interim Executive Officer; and

WHEREAS, LAFCO desires to employ Tapia as Interim Executive Officer, and Tapia desires to accept the position of Interim Executive Officer, and

WHEREAS, the Commission’s intent in entering into this Agreement is to provide for certain benefits, establish conditions of employment and to set working conditions for Tapia during his service as Interim Executive Officer.

NOW, THEREFORE, in consideration for the mutual covenants herein, this parties agree as follows:

1. **Appointment:** Pursuant to Government Code Section 56384, LAFCO hereby appoints Tapia and Tapia accepts appointment to the position of LAFCO Interim Executive Officer.
2. **Term and Termination:** This Agreement shall be effective as of April 1, 2025 and shall remain in effect until such time as a new Executive Officer commences employment with LAFCO or this Agreement is otherwise terminated as provided below.
 - a. **At-Will Nature of Appointment:** Tapia understands that he has no constitutionally protected property or other interest in his employment as Interim Executive Officer and has no due process rights associated with this temporary appointment. Tapia understands and expressly agrees that he serves in the Interim Executive Officer position on a temporary basis at the will and pleasure of the Commission and that his temporary appointment may be rescinded and this Agreement terminated at any time by the Commission without cause. Tapia is not eligible for any severance benefits due to this appointment upon termination of this Agreement, regardless of the manner in which the appointment ends. The parties specifically agree that no advance notice is required to end his Interim appointment.

b. Return to Former Position: Upon expiration or termination of this Agreement, Tapia shall automatically return to his position as Assistant Executive Officer at the corresponding rates of compensation and with all benefits then applicable to that position, without loss of longevity, benefits, or rights.

c. Ability to Resign: Nothing in this Agreement shall prevent, limit, or otherwise interfere with Tapia's right to resign at any time from the position of Interim Executive Officer, upon providing thirty (30) days' written notice to the Commission, at which time Tapia shall return to his position as Assistant Executive Officer.

3. **Duties**: Tapia shall do and perform all acts necessary or advisable to manage and conduct the business of LAFCO, subject always to the policies set by LAFCO. Tapia shall perform the duties of LAFCO Executive Officer, in the interim, and such other duties as may be prescribed by LAFCO in a legal and professional manner.

4. **Salary**: As salary for services rendered as Interim Executive Officer, Tapia shall receive \$186,726 per annum (or \$15,561 per month) during the term of this Agreement, paid biweekly, which shall be paid in the same manner and at the same times as County of Orange Employee's generally.

5. **Benefits**: In addition to the salary specified in paragraph 4, Tapia shall receive the following benefits:

a. Health Insurance, Dental Insurance and Salary Continuation Benefits: Tapia shall receive health insurance, dental insurance and salary continuation benefits in accordance with current LAFCO programs and benefits in existence upon commencement of his employment. Tapia understands and accepts that these LAFCO benefits are subject to amendment and/or renegotiation with benefit providers from time to time, and that any amendments, changes, or modifications to LAFCO benefits shall apply to Tapia and shall be deemed incorporated herein.

b. Reimbursement of Necessary Expenses: Tapia shall receive reimbursement of necessary expenses in accordance with the current LAFCO reimbursement regulations, policies, and procedures in existence upon commencement of his employment. Tapia understands and accepts that these LAFCO reimbursement regulations, policies, and procedures are subject to amendment and/or modification from time to time, and that any amendments, changes, or modifications to LAFCO reimbursement regulations, policies, and procedures shall apply to Tapia and shall be deemed incorporated herein.

c. Life Insurance and AD&D: Tapia shall receive life insurance and accidental death and dismemberment benefits in accordance with current LAFCO programs and benefits in existence upon commencement of his employment. Tapia understands and accepts that these LAFCO benefits are subject to amendment and/or renegotiation with benefit providers from time to time, and that any amendments, changes, or modifications to LAFCO benefits shall apply to Tapia and shall be deemed incorporated herein.

e. Holidays: Tapia shall receive holidays in accordance with the LAFCO policies on holidays. Tapia understands and accepts that the holidays designated by LAFCO are subject to amendment and modification from time to time, any amendments or modifications to LAFCO designated holidays benefits shall apply to Tapia and shall be deemed incorporated herein.

f. Vacation: Tapia shall accrue vacation in accordance with LAFCO policies on vacation accrual in existence upon commencement of his employment. Tapia shall be subject to the same rules on accrual caps and cash out of benefits as other LAFCO employees.

g. Sick Leave: Sick leave time shall be provided to Tapia in accordance with the LAFCO policies in existence upon commencement of his employment.

h. Retirement and Retirement Contribution: Tapia shall receive retirement benefits in accordance with current LAFCO retirement benefits in existence during this employment. Tapia understands and accepts that these LAFCO benefits are subject to amendment and/or renegotiation with benefit providers from time to time, and that any amendments, changes, or modifications to LAFCO retirement benefits shall apply to Tapia and shall be deemed incorporated herein.

8. **Compliance with Employer's Rules**: Tapia agrees to comply with all of the policies, rules and regulations of Orange County LAFCO, including but not limited to, policies regarding minimum working hours, office availability, notices and approvals, safety, and conduct.

9. **Merger and Modification**: Pursuant to Code of Civil Procedure Section 1856, this Agreement is intended both as the final expression of agreement of the parties with respect to the terms and conditions herein, and as a complete and exclusive statement of the terms and conditions of the agreement of the parties. Each party to this Agreement acknowledges that no representations, inducements or promises and/or agreements, oral or written, whether contained in any LAFCO promotional material, LAFCO job classifications, or otherwise, have been made by any party or by any person acting on behalf of any party which is not embodied herein, and that no other agreement, statement or promise not contained in this agreement shall be valid or binding.

10. **Severability**: The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

11. **Governing Law and Venue**: This Agreement shall be governed by and construed in accordance with the laws of the State of California. Parties agree that venue for any dispute shall be in Orange County, California.

12. **Attorneys' Fees**: If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party

shall be entitled to recover such amount as the court may award as reasonable attorneys' fees and costs.

13. **Waiver:** Any failure of a party to insist upon strict compliance with any term, undertaking, or condition of this Agreement shall not be deemed to be a waiver of such term, undertaking, or condition. To be effective, a waiver must be in writing, signed and dated by the parties.

14. **Amendments:** No amendment of this Agreement shall be effective unless and until such modification is set forth in writing and signed by Tapia and approved by LAFCO.

15. **Acknowledgment and Consent:** I, Luis Tapia, acknowledge that I have read and fully understand the terms and conditions of this Memorandum of Agreement for the Position of LAFCO Executive Officer, and I consent and agree to each and every term and condition contained herein.

Luis Tapia

Donald P. Wagner, Chair

Date

Date

Approved as to form:

Best Best & Krieger LLP, General
Counsel

Date