

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**

Interim Executive Officer

Scott Smith

General Counsel

MEETING DATE: May 14, 2025**8a** | Commission
Discussion**TO:** Local Agency Formation Commission
of Orange County**FROM:** Interim Executive Officer**SUBJECT:** Proposed Memorandum of Understanding by and
between Los Angeles, Orange, San Bernardino, and
San Diego Local Agency Formation Commissions**BACKGROUND**

During the February 10, 2025 General Meeting, the Commission voted unanimously not to renew its membership with the California Association of Local Agency Formation Commissions (CALAFCO) for Fiscal Year 2025-26. Similarly, three other southern region LAFCOs, including Los Angeles, San Bernardino, and San Diego, have decided not to renew their membership with CALAFCO. Subsequently, the Executive Officers of the four LAFCOs collaboratively participated in discussions to generate an effort that would allow for continued education and training for staff and Commissioners and focus on monitoring legislation of LAFCO interest.

To formalize the effort, the group created the “Memorandum of Understanding by and between Los Angeles, Orange, San Bernardino, and San Diego Local Agency Formation Commissions” (MOU). The MOU outlines the proposed collaboration between the LAFCOs on providing and receiving services and programs, including, but not limited to, educational opportunities involving LAFCO statutes, training on best practices in local government, professional networking, and legislative advocacy. The MOU Committee, composed of the Executive Officers from each LAFCO, will be responsible for organizing the services and programs delineated in the MOU. The agreement outlines a cost-sharing arrangement between the LAFCOs and a commitment by each agency of \$10,000 per fiscal year to support the services of the MOU.

The MOU may be amended in the future as the group continues to explore additional opportunities for collaboration and through the possibility of other LAFCOs requesting to join the group. As of the publishing of this report, Los Angeles, San Bernardino, and San Diego Commissions approved the MOU.


The MOU supports Goal Four of the Commission's newly adopted three-year Work Plan 2025-2028, "Southern Region LAFCOs Educational and Legislative Partnerships," focused on the partnership with the southern region LAFCOs. Therefore, staff is recommending that the Commission consider the approval of the MOU as it aligns with the Commission's Work Plan and supports the collaborative effort with the southern region LAFCOs.

RECOMMENDED ACTIONS

Staff Recommends the Commission:

1. Approve the Memorandum of Understanding by and between the Los Angeles, Orange, San Bernardino, and San Diego Local Agency Formation Commissions.
2. Authorize the Interim Executive Officer to execute the Memorandum of Understanding.

Respectfully Submitted,



LUIS TAPIA

Attachment:

1. Memorandum of Understanding by and between the Los Angeles, Orange, San Bernardino, and San Diego Local Agency Formation Commissions.

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@lalafo.org

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

San Bernardino LAFCO
Sam Martinez, Executive Officer
1170 W. Third Street, Suite 150
San Bernardino, CA 92415
sam.martinez@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

Orange LAFCO
Luis Tapia, Interim Executive Officer

Date:

Date:

San Bernardino LAFCO
Sam Martinez, Executive Officer

San Diego LAFCO
Keene Simonds, Executive Officer

Date:

Date: