



**Local Agency  
Formation Commission  
of Santa Clara County**

777 North First Street  
Suite 410  
San Jose, CA 95112

[SantaClaraLAFCO.org](http://SantaClaraLAFCO.org)

**Commissioners**

Rich Constantine  
Susan Ellenberg  
Sergio Jimenez  
Yoriko Kishimoto  
Linda J. LeZotte  
Mike Wasserman  
Susan Vicklund Wilson

**Alternate Commissioners**

Helen Chapman  
Cindy Chavez  
Matt Mahan  
Russ Melton  
Terry Trumbull

**Executive Officer**  
Neelima Palacherla

**REGULAR MEETING  
AUGUST 3, 2022 ▪ 1:15 PM  
AGENDA**

Chairperson: Rich Constantine ▪ Vice-Chairperson: Mike Wasserman

**\*\*\* BY VIRTUAL TELECONFERENCE ONLY \*\*\***

Pursuant to Government Code section 54953(e), this meeting will be held by teleconference only due to the COVID-19 state of emergency. No physical location will be available for this meeting. However, members of the public will be able to access and participate in the meeting as noted below.

**PUBLIC ACCESS AND PUBLIC COMMENT INSTRUCTIONS**

**PUBLIC ACCESS**

Members of the public may access and watch a livestream of the meeting on Zoom at <https://sccgov-org.zoom.us/j/95892677430>. Alternately, the public may listen in to the meeting by dialing (669) 219-2599 and entering **Meeting ID 95892677430#** when prompted.

**WRITTEN PUBLIC COMMENTS** may be submitted by email to [LAFCO@ceo.sccgov.org](mailto:LAFCO@ceo.sccgov.org). Written comments will be distributed to the Commission as quickly as possible. Please note that documents may take up to 24 hours to be posted to the agenda on the LAFCO website.

**SPOKEN PUBLIC COMMENTS** will be accepted through the teleconference meeting. To address the Commission, click on the link <https://sccgov-org.zoom.us/j/95892677430> to access the Zoom-based meeting.

1. You will be asked to enter an email address and name. We request that you identify yourself by name as this will be visible online and will be used to notify you that it is your turn to speak.
2. When the Chairperson calls for the item on which you wish to speak, click on "raise hand" icon. The Clerk will activate and unmute speakers in turn. Speakers will be notified shortly before they are called to speak. (Call in attendees press \*9 to request to speak, and \*6 to unmute when prompted.)
3. When called, please limit your remarks to the time limit allotted.

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## NOTICE TO THE PUBLIC

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1. Pursuant to Government Code §84308, no LAFCO commissioner shall accept, solicit, or direct a contribution of more than \$250 from any party, or his/her agent; or any participant or his /or her agent, while a LAFCO proceeding is pending, and for three months following the date a final decision is rendered by LAFCO. Prior to rendering a decision on a LAFCO proceeding, any LAFCO commissioner who received a contribution of more than \$250 within the preceding 12 months from a party or participant shall disclose that fact on the record of the proceeding. If a commissioner receives a contribution which would otherwise require disqualification returns the contribution within 30 days of knowing about the contribution and the proceeding, the commissioner shall be permitted to participate in the proceeding. A party to a LAFCO proceeding shall disclose on the record of the proceeding any contribution of more than \$250 within the preceding 12 months by the party, or his or her agent, to a LAFCO commissioner. For forms, visit the LAFCO website at [www.santaclaralafco.org](http://www.santaclaralafco.org). No party, or his or her agent and no participant, or his or her agent, shall make a contribution of more than \$250 to any LAFCO commissioner during the proceeding or for 3 months following the date a final decision is rendered by LAFCO.
2. Pursuant to Government Code Sections 56100.1, 56300, 56700.1, 57009 and 81000 et seq., any person or combination of persons who directly or indirectly contribute(s) a total of \$1,000 or more or expend(s) a total of \$1,000 or more in support of or in opposition to specified LAFCO proposals or proceedings, which generally include proposed reorganizations or changes of organization, may be required to comply with the disclosure requirements of the Political Reform Act (See also, Section 84250 et seq.). These requirements contain provisions for making disclosures of contributions and expenditures at specified intervals. More information on the scope of the required disclosures is available at the web site of the FPPC: [www.fppc.ca.gov](http://www.fppc.ca.gov). Questions regarding FPPC material, including FPPC forms, should be directed to the FPPC's advice line at 1-866-ASK-FPPC (1-866-275-3772).
3. Pursuant to Government Code §56300(c), LAFCO adopted lobbying disclosure requirements which require that any person or entity lobbying the Commission or Executive Officer in regard to an application before LAFCO must file a declaration prior to the hearing on the LAFCO application or at the time of the hearing if that is the initial contact. In addition to submitting a declaration, any lobbyist speaking at the LAFCO hearing must so identify themselves as lobbyists and identify on the record the name of the person or entity making payment to them. Additionally, every applicant shall file a declaration under penalty of perjury listing all lobbyists that they have hired to influence the action taken by LAFCO on their application. For forms, visit the LAFCO website at [www.santaclaralafco.org](http://www.santaclaralafco.org).
4. Any disclosable public records related to an open session item on the agenda and distributed to all or a majority of the Commissioners less than 72 hours prior to that meeting are available for public inspection at the LAFCO Office, 777 North First Street, Suite 410, San Jose, California, during normal business hours. (Government Code §54957.5.)
5. In compliance with the Americans with Disabilities Act, those requiring accommodation for this meeting should notify the LAFCO Clerk 24 hours prior to the meeting at (408) 993-4705.

**1. ROLL CALL**

**2. PUBLIC COMMENTS**

This portion of the meeting provides an opportunity for members of the public to address the Commission on matters not on the agenda, provided that the subject matter is within the jurisdiction of the Commission. No action may be taken on off-agenda items unless authorized by law. Speakers are limited to THREE minutes. All statements that require a response will be referred to staff for reply in writing.

**3. APPROVE CONSENT CALENDAR**

The Consent Calendar includes Agenda Items marked with an asterisk (\*). The Commission may add to or remove agenda items from the Consent Calendar. All items that remain on the Consent Calendar are voted on in one motion. If an item is approved on the Consent Calendar, the specific action recommended by staff is adopted. Members of the public who wish to address the Commission on Consent Calendar items should comment under this item.

**\*4. APPROVE MINUTES OF JUNE 1, 2022 LAFCO MEETING**

**\*5. RESOLUTION 2022-09 ALLOWING FOR VIDEO AND TELECONFERENCE MEETINGS DURING COVID-19 STATE OF EMERGENCY UNDER GC §54953(e)**

**Recommended Action:** Adopt Resolution No. 2022-09 allowing for video and teleconferencing meetings during COVID-19 State of Emergency under GC §54953(e).

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**ITEMS FOR ACTION / INFORMATION**

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**6. UPDATE ON COUNTYWIDE FIRE SERVICE REVIEW**

**Recommended Action:** Accept report and provide direction, as necessary.

**7. UPDATE ON COUNTY'S CLASSIFICATION STUDY FOR LAFCO**

**Recommended Action:** Direct LAFCO staff to work with County to recruit for and fill the vacant LAFCO Clerk position.

**8. FY 2021-2022 ANNUAL REPORT**

**Recommended Action:** Accept the FY 2021-2022 Annual Report.

**9. EXECUTIVE OFFICER'S REPORT**

**Recommended Action:** Accept report and provide direction, as necessary.

**9.1 Community Workshops on County's 2023-2031 Housing Element Update**

**9.2 Presentations to Santa Clara County Civil Grand Jury**

**9.3 First Amendment to the Website Hosting and Maintenance Agreement between LAFCO and Covive**

**9.4 Special Districts Association Meeting**

**10. CALAFCO RELATED ACTIVITIES**

**10.1 Nominations to the CALAFCO Board of Directors**

**Recommended Action:** Nominate interested Commissioners and provide further direction to staff, as necessary.

**10.2 Designate Voting Delegate and Alternate**

**Recommended Action:** Appoint voting delegate and alternate voting delegate.

**10.3 Additional Information on the Upcoming CALAFCO Annual Conference (October 19 – 21)**

**For information only.**

**11. PENDING APPLICATIONS / UPCOMING PROJECTS**

11.1 Gilroy Urban Service Area Amendment 2021 – Wren Investors and Hewell

**12. COMMISSIONER REPORTS**

**13. NEWSPAPER ARTICLES / NEWSLETTERS**

**14. WRITTEN CORRESPONDENCE**

**15. CLOSED SESSION**

Conference with Legal Counsel – Existing Litigation (Gov. Code section 54956.9(d)(1))

Town of Los Gatos v. County of Santa Clara, Local Agency Formation Commission of Santa Clara County, et al. Santa Clara County Superior Court, Case No. 22CV395530

**16. REPORT OUT OF CLOSED SESSION**

**17. ADJOURN**

Adjourn to the regular LAFCO meeting on October 5, 2022 at 1:15 PM in the Board of Supervisors' Chambers, 70 West Hedding Street, San Jose.



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**Commissioners**

Rich Constantine  
Susan Ellenberg  
Sergio Jimenez  
Yoriko Kishimoto  
Linda J. LeZotte  
Mike Wasserman  
Susan Vicklund Wilson

**ITEM # 4**

**Alternate Commissioners**

Helen Chapman  
Cindy Chavez  
Matt Mahan  
Russ Melton  
Terry Trumbull

**Executive Officer**

Neelima Palacherla

**LAFCO MEETING MINUTES  
WEDNESDAY, JUNE 1, 2022**

**CALL TO ORDER**

The meeting was called to order at 1:15 p.m.

Pursuant to the provisions of Government Code section 54953(e), this meeting was held by teleconference only.

**1. ROLL CALL**

**The following commissioners were present:**

- Chairperson Rich Constantine
- Commissioner Ellenberg
- Commissioner Sergio Jimenez
- Commissioner Linda J. LeZotte
- Commissioner Mike Wasserman
- Commissioner Susan Vicklund Wilson
- Alternate Commissioner Helen Chapman
- Alternate Commissioner Russ Melton
- Alternate Commissioner Terry Trumbull

**The following commissioners were absent:**

- Commissioner Yoriko Kishimoto
- Alternate Commissioner Cindy Chavez
- Alternate Commissioner Matt Mahan

**The following staff members were present:**

- Neelima Palacherla, LAFCO Executive Officer
- Dunia Noel, LAFCO Assistant Executive Officer
- Emmanuel Abello, LAFCO Clerk
- Mala Subramanian, LAFCO Counsel

**2. PUBLIC COMMENTS**

There were none.

**3. APPROVE CONSENT CALENDAR**

**Chairperson Constantine** determined that there are no members of the public who would like to speak on the item.



**Chairperson Constantine** determined that there are no members of the public who would like to speak on the item and moved for approval of the staff recommendations.

**Commissioner Ellenberg** proposed to amend the motion to include direction to staff that the future final budget provide details on how each expenditure item supports LAFCO's mission and goals. **Commissioner Wilson** seconded. In response to an inquiry by **Commissioner LeZotte**, **Chairperson Constantine** confirmed that the amended motion includes staff recommendation items 1 through 4, plus the direction to staff as proposed by Commissioner Ellenberg.

The Commission:

1. Adopted the Final Budget for Fiscal Year 2022-2023.
2. Found that the Final Budget for Fiscal Year 2023 is expected to be adequate to allow the Commission to fulfill its statutory responsibilities.
3. Authorized staff to transmit the Final Budget adopted by the Commission including the estimated agency costs to the cities, the special districts, the County, the Cities Association of Santa Clara County and the Santa Clara County Special Districts Association.
4. Directed the County Auditor-Controller to apportion LAFCO costs to the cities; to the special districts; and to the County; and to collect payment pursuant to Government Code §56381.
5. Directed staff to provide in future final budget details on how each expenditure item supports LAFCO mission and goals.

Motion: Constantine

Second: Vicklund Wilson

AYES: Chapman, Constantine, Ellenberg, Jimenez, LeZotte, Wasserman,  
Vicklund Wilson

NOES: None

ABSTAIN: None

ABSENT: Kishimoto

**MOTION PASSED**

## **7. UPDATE ON COUNTYWIDE FIRE SERVICE REVIEW: NEW CONSULTANT AND NEXT STEPS**

Ms. Palacherla presented a brief report.

In response to **Commissioner Ellenberg**, Ms. Palacherla informed that the Technical Advisory Committee, which was established for the Countywide Fire Service Review, is a standing committee and subject to the Brown Act.

**Chairperson Constantine** determined that there are no members of the public who would like to speak on the item.

In response to **Commissioner Wasserman**, Ms. Subramanian advised that this item does not need action.

The Commission noted the report.

**\*8. CONSENT ITEM: EXECUTIVE OFFICER'S REPORT**

The Commission noted the report.

**8.1 Update on County's Classification Study for LAFCO**

**8.2 Meetings with County Planning on Housing Element Update**

**8.3 Meetings on Potential Monte Sereno Island Annexations**

**8.4 Inquiries on Lion's Gate Community Services District and Cordevalle Subdivision**

**8.5 Joint Venture Silicon Valley's 2022 State of the Valley Conference**

**8.6 Special Districts Association Meeting**

**8.7 Santa Clara County Association of Planning Officials Meeting**

**8.8 Inter-Jurisdictional GIS Working Group Meetings**

**8.9 Public Records Act Request**

**9. CALAFCO RELATED ACTIVITIES**

**9.1 2022 CALAFCO Annual Conference (October 19 – 21)**

Ms. Noel presented a brief report.

In response to **Commissioner LeZotte**, Ms. Noel advised that the FY2023 budget has allocation for commissioners to attend this annual conference. In response to **Commissioner Jimenez**, Ms. Noel informed that alternate commissioners may attend when the delegates are unable to attend. She indicated that the budget allows for a few members to attend but it is unlikely that many can. Ms. Palacherla expressed agreement and indicated that alternate commissioners have attended in the past.

**Chairperson Constantine** determined that there are no members of the public who would like to speak on the item.

The Commission authorized commissioners and staff to attend the Annual Conference and directed that associated travel expenses be funded by the LAFCO Budget for Fiscal Year 2023.

Motion: Vicklund Wilson

Second: Chapman



AYES: Chapman, Constantine, Ellenberg, Jimenez, LeZotte, Wasserman,  
Vicklund Wilson

NOES: None

ABSTAIN: None

ABSENT: Kishimoto

**MOTION PASSED**

**9.2 CALAFCO Quarterly Newsletter**

The Commission noted the report.

**10. LEGISLATIVE REPORT – UPDATE AND POSITION LETTER**

Ms. Noel presented the staff report.

**Chairperson Constantine** determined that there are no members of the public who would like to speak on the item.

The Commission:

1. Accepted the report.
2. Took a support position on SB 938 and authorized LAFCO staff to send a letter of support signed by the LAFCO Chair.

Motion: Constantine

Second: Vicklund Wilson

AYES: Chapman, Constantine, Ellenberg, Jimenez, LeZotte, Wasserman,  
Vicklund Wilson

NOES: None

ABSTAIN: None

ABSENT: Kishimoto

**MOTION PASSED**

**11. PENDING APPLICATIONS / UPCOMING PROJECTS**

The Commission noted the pending application, Gilroy Urban Service Area Amendment 2021 – Wren Investors and Hewell.

In response to **Commissioner Wasserman**, Ms. Palacherla indicated that no documents were provided to the commission on this item.

**\*12. CONSENT ITEM: COMMISSIONER REPORTS**

There were none.

**\*13. CONSENT ITEM: NEWSPAPER ARTICLES / NEWSLETTERS**

There were none.

**\*14. CONSENT ITEM: WRITTEN CORRESPONDENCE**

There were none.

**15. ADJOURN**

The Commission adjourned at 1:42 p.m., to the next regular LAFCO meeting on August 3, 2022, at 1:15 p.m., in the Board of Supervisors' Chambers, 70 West Hedding Street, San Jose.

Approved on August 3, 2022.

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Rich Constantine, Chairperson  
Local Agency Formation Commission of Santa Clara County

By: \_\_\_\_\_  
Emmanuel Abello, LAFCO Clerk

**RESOLUTION NO. 2022-09**

**RESOLUTION ALLOWING FOR VIDEO AND  
TELECONFERENCE MEETINGS DURING THE  
COVID-19 STATE OF EMERGENCY UNDER GOVERNMENT CODE § 54953(e)**

**WHEREAS**, on March 4, 2020, the Governor of the State of California proclaimed a State of Emergency for COVID-19; and

**WHEREAS**, Government Code § 54953(e) allows the Commission to continue to meet virtually until such time as the Governor declares the State of Emergency due to COVID-19 over and measures to promote social distancing are no longer recommended; and

**WHEREAS**, on September 21, 2021, the Santa Clara County Health Officer recommended that public bodies continue to meet remotely to enhance safety at public meetings; and

**WHEREAS**, in light of this recommendation, the Commission desires for itself and for all other Commission legislative bodies that are subject to the Brown Act to continue to meet via video and/or teleconference; and

**WHEREAS**, pursuant to Government Code § 54953(e), the Commission will review the findings required to be made every 30 days or thereafter and shall not meet without making those continued findings.

**NOW THEREFORE**, the Commission does hereby resolve and finds on behalf of itself and all other Commission legislative bodies: (1) a state of emergency has been proclaimed by the Governor; (2) the state of emergency continues to directly impact the ability of the Commission’s legislative bodies to meet safely in person; and (3) local officials continue to recommend measures to promote social distancing.

**PASSED AND ADOPTED** by the Local Agency Formation Commission of Santa Clara County, on August 3, 2022 by the following vote:

- AYES:**
- NOES:**
- ABSENT:**
- ABSTAIN:**

\_\_\_\_\_  
Rich Constantine, Chairperson  
LAFCO of Santa Clara County

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Emmanuel Abello, LAFCO Clerk

\_\_\_\_\_  
Malathy Subramanian, LAFCO Counsel





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**ITEM # 6**

**Alternate Commissioners**

Helen Chapman  
Cindy Chavez  
Matt Mahan  
Russ Melton  
Terry Trumbull

**Executive Officer**

Neelima Palacherla

**LAFCO MEETING: August 3, 2022**

**TO: LAFCO**

**FROM: Neelima Palacherla, Executive Officer  
Dunia Noel, Asst. Executive Officer**

**SUBJECT: UPDATE ON COUNTYWIDE FIRE SERVICE REVIEW**

**STAFF RECOMMENDATION**

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Accept report and provide direction, as necessary.

**COUNTYWIDE FIRE SERVICE REVIEW RESUMES**

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**Consultant Contract Finalized and Planning/Coordination Meetings Underway**

On June 22, 2020, LAFCO entered into a service agreement (**Attachment A**) with AP Triton, LLC to resume and complete LAFCO’s Countywide Fire Service Review under a revised timeline. Since that time, LAFCO staff and AP Triton have had several planning and coordination meetings to discuss key aspects of the service review process, including preparations for the two project kick-off meetings (Technical Advisory Committee meeting and Santa Clara County Fire Chiefs’ Association meeting), compiling contact information for key service providers, development of draft evaluation criteria for service review determinations, developing tools and methodology for data requests, collection and agency verification of their data, identifying geographical information systems (GIS) data and mapping needs, and developing a preliminary outline of the draft report.

**Key Steps and Revised Timeline**

The following are the key steps and revised timeline for completing the project:

- LAFCO resumes service review with new consultant: June 2022
- Consultant collects data from service providers: August – September 2022
- Consultant prepares findings, and Draft Service Review Report: Oct. – Dec. 2022
- LAFCO releases Draft Report for public review and comment: January 2023
- Community workshops on Draft Report: January – February 2023
- LAFCO public hearing on Draft Report: Early April 2023

- LAFCO releases Revised Draft Report for public review and comment: Late April 2023
- LAFCO public hearing to adopt Final Report: Early June 2023
- Publication of Adopted Final Report: June 2023

### **Countywide Fire Service Review Technical Advisory Committee (TAC)**

In February 2021, LAFCO established a TAC to serve as a liaison between LAFCO and the affected agencies during the fire service review process. The TAC meets periodically to receive updates and provide expertise and advise on the project. Over the past year, there have been some changes in the TAC's membership. Current members are as follows:

- Commissioners Yoriko Kishimoto and Susan Vicklund Wilson, appointed by LAFCO
- Suwanna Kerdkaw (Fire Chief, Santa Clara County Central Fire Protection District), Ruben Torres (Fire Chief, City of Santa Clara Fire Department), Jim Wyatt (Fire Chief, City of Gilroy Fire Department), all appointed by Santa Clara County Fire Chiefs' Association
- James Lindsay (City Manager, City of Saratoga), Christina Turner (City Manager, City of Morgan Hill), and Ed Shikada (City Manager, City of Palo Alto), all appointed by the Santa Clara County/Cities Managers' Association

### **Project Webpage**

In July 2022, staff revised the Countywide Fire Service Review [project webpage](#) to include updated information. The webpage includes a feature that allows the public and local agencies to [sign up](#) to receive emails and notices from LAFCO on this Service Review.

### **NEXT STEPS**

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On August 1, 2022, LAFCO staff and AP Triton will hold a project kick-off meeting with the TAC to introduce the new consultant, review key steps and revised timeline, discuss the data collection process, review required service review determinations, discuss and finalize the proposed evaluation criteria for service review determinations, and receive feedback and answer questions. Affected agencies and other stakeholders will be notified in advance of the meeting and encouraged to attend. TAC meetings are held virtually and are open to the public. [TAC meeting agendas and materials](#) are available on the project webpage in the section entitled "Technical Advisory Committee" under "Next TAC Meeting."

On August 3, 2022, LAFCO staff and AP Triton will attend the Santa Clara County Fire Chiefs' Association meeting to discuss the anticipated data request for the service review and provide an overview of the data submittal process to the Fire Chiefs and their designated staff.

AP Triton will then begin their data collection process which will result in the creation of a service provider validated profile for each agency by the end of October 2022. AP Triton will use the profiles to conduct their analysis and prepare preliminary findings. AP Triton will then present their preliminary findings to the TAC at a meeting anticipated to be held in November 2022.

LAFCO staff will continue to provide the Commission with updates as the project progresses.

## **ATTACHMENT**

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Attachment A: Executed Service Agreement Between the Local Agency Formation Commission of Santa Clara and AP Triton, LLC for Countywide Fire Service Review and Sphere of Influence Updates (signed June 22, 2022)





**ITEM # 6**  
**Attachment A**

**SERVICES AGREEMENT BETWEEN THE LOCAL AGENCY FORMATION  
COMMISSION OF SANTA CLARA COUNTY AND AP TRITON, LLC FOR  
COUNTYWIDE FIRE SERVICE REVIEW AND SPHERE OF INFLUENCE UPDATES**

This Services Agreement (“Agreement”) is made effective June 17, 2022 (“Effective Date”), by and between the Local Agency Formation Commission of Santa Clara County (“LAFCO”) and AP Triton, LLC, a Wyoming limited liability company (“Contractor”) to provide consulting services for the development of a countywide service review for fire protection services within Santa Clara County and for the sphere of influence updates for the four special districts providing fire protection services in Santa Clara County.

WHEREAS, pursuant to the Cortese-Knox-Hertzberg Act, Government Code section 56000 et seq., LAFCO is an independent body; and

WHEREAS, LAFCO needs assistance with the preparation of a countywide service review of fire protection services in Santa Clara County; and

WHEREAS, Contractor has experience and expertise necessary to provide such services; and

WHEREAS, at the February 3, 2021 meeting of LAFCO, the Commission delegated authority to the LAFCO Executive Officer to execute an agreement with the most qualified consultant for preparation of the countywide fire service review;

THEREFORE, the parties agree as follows:

**1. Nature of Services.**

Contractor will provide to LAFCO the services described in Exhibit A1, Scope of Services, which is attached hereto and incorporated herein by this reference. Contractor shall perform the services in accordance with the project timeline as described in Exhibit A2, which is attached hereto and incorporated herein by this reference.

**2. Term of Agreement.**

This Agreement is effective from the Effective Date to, and including, December 31, 2023, unless terminated earlier in accordance with Section 4. The parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the services. Time is of the essence and Contractor shall perform its services in a prompt and timely manner within the term of this Agreement. Delays shall not entitle Contractor to any additional compensation regardless of the party responsible for the delay.

### **3. Compensation.**

A. Contractor will be compensated for services provided under this Agreement in accordance with the rate schedule included in Exhibit A3, which is attached hereto and incorporated herein by this reference. Contractor will complete all the work and tasks described in Exhibit A1 for an amount not to exceed \$139,172 ("Contract Price"). Contractor shall be paid based on the rate schedule indicated in Exhibit A3, and the percentage of sub-tasks completed monthly, but compensation and expenses shall not exceed the Contract Price or the individual sub-task amount.

B. Contractor will provide LAFCO with monthly invoices specifying the percentage of completion for each sub-task based on tasks described in Exhibit A1. Contractor shall submit its final invoice to LAFCO within thirty (30) days from the last date of providing services or expiration or termination of this Agreement and failure by the Contractor to submit a timely invoice may constitute a waiver of its right to final payment.

C. Contractor shall deliver the administrative draft report, the draft report addressing staff comments for public review and comment, the revised draft report for public review and comment, and the final report adopted by LAFCO in accordance with the project timeline provided in Exhibit A2. or as otherwise determined by mutual written agreement of the parties. If the foregoing reports are not delivered according to the timeline in Exhibit A2 or as otherwise mutually agreed or if they do not comply with the requirements in the Scope of Services, it is understood, acknowledged and agreed that LAFCO will suffer damage. As fixed and liquidated damages, LAFCO shall withhold from Contractor the payment of the sum of \$200 per calendar day for each and every calendar day of delay beyond the date that each report is due in accordance with the timeline in Exhibit A2, or as otherwise mutually agreed.

### **4. Termination.**

A. Termination Without Cause. LAFCO may terminate this Agreement without cause by giving Contractor ten (10) days written notice. Contractor may terminate this Agreement without cause, if approved by the Executive Officer in consultation with LAFCO Counsel, in her or his sole and absolute discretion, by giving LAFCO ten (10) days written notice.

B. Termination for Cause. LAFCO may terminate this Agreement for cause upon ten (10) days written notice to Contractor. For purposes of this Agreement, cause includes, but is not limited to, any of the following: (1) material breach of this Agreement by Contractor, (b) violation by Contractor of any applicable laws, (c) assignment by Contractor of this Agreement without the written consent of LAFCO pursuant to Section 13, or (d) failure to provide services in a satisfactory manner. The termination notice shall specify the reason for termination and shall indicate the effective date of such termination.

C. In the event of termination with or without cause, Contractor will deliver to LAFCO copies of all Documents & Data whether complete or incomplete, and upon receipt thereof, Contractor will be compensated based on the completion of services provided prior to termination, as solely and reasonably determined by LAFCO. Contractor shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of the Agreement.

**5. Project Managers; Substitution**

A. Contractor designates Kurt Latipow as the Contractor's Project Manager for the purpose of performing the services under this Agreement. Kurt Latipow will serve as day-to-day contact for LAFCO and work directly with staff.

B. LAFCO designates the LAFCO Executive Officer as its Project Manager for the purpose of managing the services performed under this Agreement.

C. Contractor may not substitute anyone to replace Kurt Latipow to serve as Project Manager without the written permission and the sole discretion of the LAFCO Executive Officer or their authorized representative. Any such substitution shall be with a person or firm of commensurate experience and knowledge necessary for the tasks to be undertaken.

**6. Conflicts of Interest.**

Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services.

Contractor further covenants that, in the performance of this Agreement, it will not employ any contractor or person having such an interest.

**7. Indemnification/Insurance.**

Contractor's indemnification and insurance obligations with respect to this Agreement are set forth in Exhibit B, attached hereto and incorporated herein by this reference.

**8. Compliance with all Laws; Standard of Care.**

Contractor shall, during the term of this Agreement, comply with all applicable federal, state, and local rules, regulations, and laws. Contractor's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

**9. Maintenance of Records.**

Contractor shall maintain books, documents, financial records, and other evidence pertaining to costs incurred and adequate to show that LAFCO funds paid

under this Agreement were used for purposes consistent with the terms of this Agreement. These records shall be maintained and made available at all reasonable times during the term of this Agreement and for a period of three (3) years from expiration or termination of this Agreement or until all claims, if any, have been resolved, whichever period is longer, or longer if otherwise required under other provisions of this Agreement.

**10. Nondiscrimination.**

Contractor will comply with all applicable federal, state, and local laws and regulations including Santa Clara County's equal opportunity requirements. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101 and 1102. Contractor will not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor will Contractor discriminate in providing services under this Agreement because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

**11. Notices.**

All notices required by this Agreement shall be given in writing and delivered email, personally, or deposited in the United States mail, postage prepaid, return receipt requested, addressed to the other party at the address set forth below or at such other address as the party may designate in writing in accordance with this section and shall be effective upon receipt thereof.

To Contractor:        AP Triton, LLC  
                              Attn. Kurt Henke, Principal/Managing Partner  
                              1309 Coffeen Avenue, Suite 3178  
                              Sheridan, WY 82801

To LAFCO:              LAFCO Executive Officer  
                              777 North First Street, Suite 410  
                              San Jose, CA 95112

**12. Governing Law.**

This Agreement has been executed and delivered in, and will be construed and

enforced in accordance with, the laws of the State of California. Venue shall be in Santa Clara County or the federal Northern District of California.

**13. Assignment.**

Contractor has been selected to perform services under this Agreement based upon the qualifications and experience of Contractor's personnel. Contractor may not assign, sublet, or transfer this Agreement or any rights or obligations hereunder without the specific written consent of LAFCO, which may be withheld for any reason. Any attempted assignment or subcontract without prior written consent will be null and void and will be cause, in LAFCO's sole and absolute discretion, for immediate termination of the Agreement. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**14. Relationships of Parties; Independent Contractor.**

Contractor will perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of LAFCO. None of the provisions of this Agreement is intended to create, nor shall be deemed or construed to create, any relationship between the parties other than that of independent parties contracting with each other for purpose of effecting the provisions of this Agreement. The parties are not, and will not be construed to be in a relationship of joint venture, partnership or employer-employee. Neither party has the authority to make any statements, representations or commitments of any kind on behalf of the other party, or to use the name of the other party in any publications or advertisements, except with the written consent of the other party or as is explicitly provided herein. Contractor will be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. LAFCO reserves its right to employ other consultants, in connection with this project or other projects. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than LAFCO and the Contractor.

**15. Entire Agreement.**

This document represents the entire Agreement between the parties with respect to the subject matter hereof and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This is an integrated Agreement.

**16. Amendments.**

This Agreement may be amended only by an instrument signed by the parties.

**17. Counterparts; Authority.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

**18. Severability.**

If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect.

**19. Waiver.**

No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party must be in writing, and shall apply to the specific instance expressly stated.

**20. Ownership of Materials and Confidentiality.**

A. Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for LAFCO to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). Contractor shall require all sub consultants to agree in writing that LAFCO is granted a non-exclusive and perpetual license for any Documents & Data the sub consultant prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Contractor or provided to Contractor by LAFCO. LAFCO shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at LAFCO's sole risk.

B. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of Contractor, be used by Contractor for any purposes other than the

performance of the Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Agreement. Nothing furnished to Contractor which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use LAFCO's name or insignia, photographs of the Services, or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of LAFCO.

C. Confidential Information. LAFCO shall refrain from releasing Contractor's proprietary information ("Proprietary Information") unless LAFCO's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case LAFCO shall notify Contractor of its intention to release Proprietary Information. Contractor shall have five (5) working days after receipt of the Release Notice to give LAFCO written notice of Contractor's objection to LAFCO's release of Proprietary Information. Contractor shall indemnify, defend and hold harmless LAFCO, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. LAFCO shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Contractor fails to fully indemnify, defend (with LAFCO's choice of legal counsel), and hold LAFCO harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that LAFCO release such information.

**SIGNATURE PAGE FOR SERVICES AGREEMENT BETWEEN THE LOCAL AGENCY  
FORMATION COMMISSION OF SANTA CLARA COUNTY AND AP TRITON  
CONSULTING FOR COUNTYWIDE FIRE SERVICE REVIEW AND SPHERE OF  
INFLUENCE UPDATES**

**IN WITNESS WHEREOF**, LAFCO and Contractor have executed this Agreement as follows:

LAFCO

DocuSigned by:  
*Rich Constantine*  
49E434F935CF48E...  
Rich Constantine, LAFCO Chair  
Santa Clara LAFCO  
Date: 6/22/2022

Contractor

DocuSigned by:  
*KURT HENKE*  
A28CE5554A6E406...  
Kurt Henke, Principal/Managing Partner  
AP Triton, LLC  
Date: 6/22/2022

APPROVED AS TO FORM:

DocuSigned by:  
*Joshua Nelson*  
4E6C9855F30946A...  
\_\_\_\_\_  
Malathy Subramanian, LAFCO Counsel

- Exhibits to this Agreement:
- Exhibit A1 - Scope of Services
  - Exhibit A2 - Project Timeline
  - Exhibit A3 - Rate Schedule
  - Exhibit B - Indemnification and Insurance



## **SCOPE OF SERVICES**

### **COUNTYWIDE FIRE SERVICE REVIEW AND FIRE DISTRICT SPHERE OF INFLUENCE UPDATES**

The Countywide Fire Service Review Report will provide a comprehensive overview of all the agencies that provide fire service and emergency medical services in the County, evaluate the provision of these services, recommend actions to promote efficient service delivery, and review and update the spheres of influence of the 4 fire districts.

#### **I. SERVICE REVIEW AND SPHERE OF INFLUENCE UPDATES REQUIREMENTS**

Pursuant to California Government Code §56430, LAFCO is required to adopt a written statement of determination for each of the following considerations:

1. Growth and population projections for the affected area.
2. Location and characteristics of any disadvantaged unincorporated communities within or contiguous to the sphere of influence
3. Present and planned capacity of public facilities, adequacy of public services and infrastructure needs or deficiencies including needs or deficiencies related to sewers, municipal and industrial water, and structural fire protection in any disadvantaged, unincorporated communities within or contiguous to the sphere of influence
4. Financial ability of agencies to provide services.
5. Status of, and opportunities for, shared facilities.
6. Accountability for community service needs, including governmental structure and operational efficiencies.
7. Any other matter related to effective or efficient service delivery, as required by commission policy.

California Government Code §56425 requires LAFCO, when determining the sphere of influence of each local agency, to prepare and adopt a written statement of determination for each city and special district regarding the following considerations:

1. The present and planned land uses in the area, including agricultural and open-space lands.
2. The present and probable need for public facilities and services in the area.
3. The present capacity of public facilities and adequacy of public services that the agency provides or is authorized to provide.
4. The existence of any social or economic communities of interest in the area if the commission determines that they are relevant to the agency

5. For an update of a sphere of influence of a city or special district that provides public facilities or services related to sewers, municipal and industrial water, or structural fire protections that occurs pursuant to subdivision (g) on or after July 1, 2012, the present and probable need for those public facilities and services of any disadvantaged unincorporated communities within the existing sphere of influence.
6. Nature, location, and extent of any functions or classes of services provided by existing districts

## **II. OVERVIEW OF FIRE SERVICES AND 911 EMERGENCY MEDICAL SERVICES IN SANTA CLARA COUNTY**

There are several agencies providing fire services in Santa Clara County. Some of the county's 15 cities provide their own fire services, whereas some cities contract with other service providers. Four special districts provide fire protection services to various parts of the County. The California Department of Forestry and Fire Protection (CAL FIRE) provides fire protection services for wild land fires during the "fire season" to some of the unincorporated areas within the county. The South Santa Clara County Fire District contracts with CAL FIRE for personnel and administration. Similarly, the City of Morgan Hill contracts with CAL FIRE for personnel. These agencies coordinate fire services with each other through a system of contracts, mutual aid agreements, automatic aid agreements, and boundary drop agreements. Several volunteer fire companies operate independently of these agencies within the county.

In addition, Stanford University contracts with the City of Palo Alto for fire suppression services for Stanford University facilities and lands. The NASA Ames Fire Department is responsible for fire protection service at NASA Ames Research/Moffett Airfield.

The Santa Clara County FireSafe Council, a non-profit organization, collaborates with CAL FIRE, Santa Clara County Central Fire Protection District and regional fire districts on a variety of projects involving fire prevention planning, fuel reduction, tree removal, and evacuation preparedness and planning.

Lastly, the County of Santa Clara contracts with Rural/Metro of California for advanced life support emergency ambulance services in the Santa Clara County Exclusive Operating Area (EOA). Per the agreement, the County's EOA includes Mountain View, Santa Clara, Cupertino, Milpitas, Sunnyvale, Los Altos, Los Altos Hills, Campbell, Los Gatos, Monte Sereno, Saratoga, San Jose, Morgan Hill, Gilroy, and all areas outside organized cities (including Moffett Field/NASA/AMES and unincorporated county not covered by a legally organized city or fire district). The County's EOA does not include the City of Palo Alto and Stanford lands, but allows Rural/Metro to provide ambulance mutual aid and automatic aid services to the City of Palo Alto as approved by the County and the City. The City of Palo Alto and private companies provide advanced life support emergency ambulance services to lands in the City and Stanford lands.

## **Identification of Service Providers for Study**

Within Santa Clara County, the following agencies and organizations that provide fire protection services and/or emergency medical services and will be included in the service review:

### **Districts**

1. Santa Clara County Central Fire Protection District (SCCFPD)
2. South Santa Clara County Fire Protection District
3. Los Altos Hills County Fire District
4. Saratoga Fire Protection District

### **Cities**

1. City of Milpitas Fire Department
2. City of Santa Clara Fire Department
3. City of San Jose Fire Department
4. City of Sunnyvale Fire Department
5. City of Gilroy Fire Department
6. City of Palo Alto Fire Department
7. City of Mountain View Fire Department

### **Cities that Contract for Service**

1. City of Morgan Hill Fire Department (contracts with CAL FIRE)
2. City of Campbell (contracts with SCCFPD)
3. City of Los Altos (contracts with SCCFPD)

### **Other**

1. California Department of Forestry and Fire Protection (CAL FIRE)
2. NASA/AMES/Moffett Field
3. County of Santa Clara for 911 Emergency Medical Ambulance Services (contracts with Rural/Metro part of American Medical Response)
4. Volunteer Fire Companies (TBD)
5. Santa Clara County FireSafe Council

## **III. PROJECT SCOPE OF WORK**

### **Baseline Evaluation of the Agencies and Organizations**

For each of the LAFCO's participating agencies and organizations, complete a baseline assessment of the current organizational conditions, their respective

communities, and their current service performance. Conduct an organizational review of these agencies and organizations based on the elements included in the following tasks and on the criteria developed through this study.

The purpose of this evaluation is to assess each agency's operations in comparison to industry standards and best practices, as well as to create a benchmark to determine the options for future service delivery and potential cooperative services or annexation.

### **Overview of Each Agency/Organization**

Consultant will prepare an overview of each agency and organization and their respective communities to include, but not be limited to:

- Service area population and demographics
- History, formation, and general description of each agency
- Description of the current service delivery infrastructure
- Governance and lines of authority
- Organizational structure
- Management components
  - Internal and external communications processes
  - Records management and information technology systems

### **Services & Operations**

For each agency and organization, Consultant will review:

- **Services Provided**
  - Review the services provided by each agency and organization, placing special attention on the needs, opportunities, and concerns regarding shared services or annexation of districts
- **Staffing & Personnel**
  - Review each agency's career, volunteer, and part-time staffing levels.
- **Capital Facilities & Apparatus**
  - Review the status of current major capital assets (facilities and apparatus) and analyze needs relative to the existing conditions of capital assets and their viability for continued use in future service delivery and shared services and/or annexation.
- **Service Delivery & Performance**
  - Review and make observations in areas specifically involved in, or affecting service levels and performance of the agencies

### **Population Growth & Service Demand Projections**

Utilizing available population projections, and historical service demand (call volumes) of each agency, Consultant will project the following:

- Service demand projections among each of the agencies and organizations for the next 5–10 years

### **Financial Overview**

Review the existing financial status of each agency and organization. This task will be a basic overview of fiscal status of each agency and the financial ability of agencies to provide services. This task will include, but not be limited to:

- Review and analyze budgets, revenues, expenditures, employment costs, compression analysis, audit reports and long-range financial plans.
- Comparative analysis demonstrating cost, funding, and efficiency in relation to neighboring and similar jurisdictions
- Any other issues related to revenue, expenditures, and annual budgets

### **Opportunities & Challenges**

Using the information and data gathered through this study, Consultant will identify:

- Strengths of the agencies and organizations
- Weaknesses of the agencies and organizations
- Opportunities facing the agencies and organizations
- Threats challenging the agencies and organizations

Analyzing and updating the strengths, weaknesses, opportunities for, and threats to the agencies and organizations is a critical step in identifying options for shared services and/or annexation.

### **Service Adequacy**

Analyze the present and planned capacity of public facilities, adequacy of public services, and infrastructure needs or deficiencies, including needs or deficiencies including needs or deficiencies related to sewers, municipal and industrial water, and structural fire protection in any disadvantaged, unincorporated communities within or contiguous to the sphere of influence

### **Community Accountability**

Evaluate the accountability for community service needs, including governmental structure and operational efficiencies.

### **Municipal Service Review Determinations**

Based on the elements above, Consultant will draft proposed municipal service review determinations for each agency that meet the legal requirements as identified in Government Code §56430.

## **Sphere of Influence Update**

Analyze and propose, if deemed appropriate, sphere of influence updates for each fire district, and prepare a written statement of draft determination for each district as required by Government Code §56425

## **Preliminary Fire Service Issues and Topics**

In addition to including the required analysis and written statement of service review determinations and sphere of influence updates, the Report will follow up on the issues and options/opportunities for addressing those issues that were identified in the prior Countywide Fire Service Review which remain relevant. These issues include but are not limited to:

- Options for funding and providing services to underserved areas in the County and the status of and best practices for roles and oversight of volunteer fire companies to provide services in these areas
- Regional models for providing fire and emergency medical service countywide
- Analysis of issues and efficiencies of contracting for service with another fire service provider. This will include review of the various shared services options for the agencies and organizations. The following options will be evaluated, discussed, and recommendations for the best option provided:
  - Status quo (each agency remains autonomous and existing agreements continued)
  - Modifications and amendments to existing IGAs
  - Operational collaboration (contract for services)
  - Legal integration/annexation options
  - Any other valid options identified during the study

Assessment of other opportunities to improve service effectiveness or efficiency for fire service providers in the County or options for shared services and will consider the many shared issues that face each agency and organization, and how such matters affect efficient and effective service delivery. Consultant will identify and analyze any of these issues. For each of the presented options for shared services and/or resources, consultant will evaluate and discuss the following:

- Level of cooperation required
- New organizational structure, if applicable
- Estimated timeline for completion
- Affected section, e.g., Administration, Operations, Support Services
- Affected stakeholders
- Objective of strategy

- Summary of strategy
- Guidance
- Fiscal considerations
- Economic considerations
- Political considerations
- Social considerations
- Policy actions
- Any other issues related to the recommended option(s)

The service review will also consider the following emerging issues, many of which are interconnected or overlap; and identify potential options/opportunities for addressing these issues in Santa Clara County, as necessary:

**Climate Change, Wildfires, and Fire Concerns in the Wildland Urban Interface:**

A review of the risks and impact of climate change on fire service provision in Santa Clara County, including specific communities considered at higher risk due to their geography and topography; a review of what agencies are doing to mitigate the increased associated risks of wildfires; and analysis of the pros and cons of various alternative options for better addressing these risks.

The review will analyze how each applicable agency is addressing fire concerns in the wildland urban interface (WUI) and how the combined presence of certain environmental factors (e.g. high winds and high fuel levels) and man-made factors (e.g. more development) can significantly increase fire danger in the WUI.

The review will also consider whether current and/or new plans and guiding documents (e.g. Santa Clara County Community Wildfire Protection Plan, etc.) could enable affected agencies to better prioritize and provide consistency in the delivery of fire prevention and protection services countywide, including in high fire risk areas.

**Role of Mutual and Automatic Aid, and Interagency Communication and Coordination:**

A review and analysis by agency of the frequency and locations of mutual aid and automatic aid services as a provider and a recipient (including mutual aid with adjacent County agencies), the cost formula for mutual aid and automatic aid services, regional benefits offered by each agency pertaining to fire protection and prevention, and how mutual aid benefits and/or burdens the countywide fire protection system. The review will also consider interagency communication and coordination responsibilities in fire prevention planning/programming and during fire events, including in the WUI, along shared borders, and on public and private lands and public rights-of-way.

**Fire Prevention, Protection, and Community Resiliency:**

A review and analysis of the fire prevention, protection, and community resiliency programs agencies are providing in Santa Clara County, including programs intended to strengthen local community resiliency to withstand and recover from wildland fires. This review will identify and use appropriate benchmarks to analyze the effectiveness of these programs; analyze the pros and cons of various alternative options for providing these programs/services; and identify applicable best practices for safe evacuation of residents, hazardous vegetation removal and mitigation, creation of fuel and fire breaks, better alignment of programs with plans, and increased community understanding of and participation in these programs.

**Other Miscellaneous:**

A review and comment on the new law and its application within the county requiring LAFCO to review fire service contracts; of LAFCO's consideration of fire risks when reviewing proposals that are located in a very high fire hazard zone; and of the presence and use of private fire protection services providers in Santa Clara County.

**IV. SERVICE REVIEW TASKS OVERVIEW**

The Countywide Fire Service Review will be conducted in accordance with LAFCO policies adopted by the Commission and the service review guidelines developed by the Governor's Office of Planning and Research (OPR) where feasible. Preparation of the service review will include the following key steps, although other activities may be necessary:

**1. Kick-Off & Community Engagement and Outreach**

- Attend kick-off meetings with LAFCO staff and Technical Advisory Committee (TAC)
- Review the input compiled from the three community meetings held in August 2021, and from the community survey on fire related issues, conducted in August 2021.
- Review the data compiled by LAFCO's previous consultant.

**2. Data Collection and Review**

- Identify appropriate standards or criteria to be used for service evaluation and for making service review determinations, as necessary.
- Develop a questionnaire or a request for information related to the evaluation categories for service reviews.

For each of the agencies and organizations, the documents and information relevant to this project will include, but not be limited to, the following: any previous relevant studies involving the agencies and organizations, Santa Clara County and City/Town census and demographic data and population growth projections, where available; any current interagency or intergovernmental agreements



(IGA): organizational charts from each of the agencies and organizations; historical financial data, budgets, revenue sources, including debt information, long range financial plans, and projections; current assessed values of each jurisdiction and property tax rates; inventories of fire stations and other relevant facilities (e.g., training centers); inventories of apparatus, medic units, special operations vehicles, and other vehicles; current performance standards and service delivery objectives; historical records management data, including National Fire Incident Reporting System (NFIRS) incident data (3–5 calendar years in an Excel spreadsheet format); Computer-Aided Dispatch (CAD) incident records (3–5 calendar years in an Excel spreadsheet format); most recent Insurance Services Office (ISO) Public Protection Classification (PPC®) ratings and reports; Geographic Information Systems (GIS) data, to include the service-area boundaries of each fire district and their respective fire station locations; any other documents and records necessary for the successful completion of the project

- Review standards/criteria and questionnaire with LAFCO staff and TAC
- Collect information through interviews, meetings, surveys and /or research. All available data sources should be used to gather/update the information.
- Compile information in a database or dashboard to assist in streamlining future service review updates.
- Verify compiled information with agencies

**Work Products:** Consultant must deliver to LAFCO staff complete information for each agency and the database/dashboard.

### **3. Data Analysis**

- Analyze data and prepare preliminary findings based on standards, where appropriate
- Present and discuss the preliminary findings with LAFCO staff
- Present preliminary findings to TAC/agencies staff

**Work Products:** Consultant must deliver preliminary analysis and findings to LAFCO staff.

### **4. Administrative Draft Service Review Report**

- Prepare an Administrative Draft Report for LAFCO staff review, in accordance with the project schedule.

- LAFCO staff will review and provide comments on the Administrative Draft Report, in accordance with the schedule

**Work Products:** Consultant must deliver Administrative Draft Report to LAFCO staff.

#### **5. Draft Service Review Report & Community Workshops and LAFCO Public Hearing**

- Address LAFCO staff's comments and prepare a Draft Service Review Report
- LAFCO staff will distribute the Draft Report for a 21-day public review and comment period
- Conduct up to three (3) public workshops to present the Draft Report and receive input and prepare summary memos of input received at each meeting
- Provide written responses to comments received during the public review period
- Present the Draft Report at the LAFCO Public Hearing

**Work Products:** Consultant must deliver MS Word version and a PDF version of the Draft Report.

#### **6. Revised Draft Report & LAFCO Public Hearing**

- Revise the Draft Report to address comments and submit the Revised Draft Report to LAFCO staff
- LAFCO staff will distribute the Revised Draft Report for a 21-day public review and comment period
- Provide written responses to comments received during the public review period
- Present the Revised Draft Report at the LAFCO Public Hearing

**Work Products:** Consultant must deliver a MS Word version and a PDF version of the Revised Draft Report.

#### **7. Final Service Review Report**

- Following LAFCO adoption of the Service Review, prepare the Final Report.

**Work Products:** Consultant must deliver a MS Word version, a PDF version, and 3 hard copies of the Final Report.

### Exhibit A2 - Project Timeline (Page 1 of 2) Countywide Fire Service Review

Project Activities & Tasks		Participants																								
1 Project Kick-Off			6/13	6/20	6/27	7/4	7/11	7/18	7/25	8/1	8/8	8/15	8/22	8/29	9/5	9/12	9/19	9/26	10/3	10/10	10/17	10/24	10/31	11/7		
1.1	Full execution of the agreement (Date TBD)	Staff/AP Triton																								
1.2	Preliminary Scoping & Coordination Meeting	Staff/AP Triton																								
1.3	Notify TAC, agencies and public announcing new consultant and revised service review timeline	Staff																								
1.4	Review the input compiled from the August 2021 community meetings and community survey	AP Triton																								
2 Data Collection and Validation			6/13	6/20	6/27	7/4	7/11	7/18	7/25	8/1	8/8	8/15	8/22	8/29	9/5	9/12	9/19	9/26	10/3	10/10	10/17	10/24	10/31	11/7		
2.1A	Identify appropriate standards/criteria to be used to conduct the service review and review with LAFCO staff	Staff/AP Triton																								
2.1B	Develop outline for draft report	Staff/AP Triton																								
2.1C	Develop data request for agencies based on criteria and service review evaluation categories and review	AP Triton																								
2.2	LAFCO staff provide comments to AP Triton on data request for agencies	Staff/AP Triton																								
2.3	Kick-Off meeting w/ TAC: review criteria and data request (TAC Mtg #1)	TAC/Staff/AP Triton																								
2.4	Kick-Off Meeting with agencies to discuss data request and process	Staff/AP Triton																								
2.5	Deadline for agencies to send all of their data	Staff/AP Triton																								
2.6	Follow-up with agencies to clarify data	AP Triton																								
2.7	TAC Mtg. #2 Update (as needed)	Staff/AP Triton																								
2.8A	Prepare Agency Profiles and provide to LAFCO staff for their review	Staff/AP Triton																								
2.8B	Provide each Agency their Profile for final verification	AP Triton																								
2.9	Deliver compiled verified information for each agency in an Excel table to LAFCO staff	AP Triton																								
3 Data Analysis			6/13	6/20	6/27	7/4	7/11	7/18	7/25	8/1	8/8	8/15	8/22	8/29	9/5	9/12	9/19	9/26	10/3	10/10	10/17	10/24	10/31	11/7		
3.1	Analyze data and prepare preliminary findings	AP Triton																								
3.2	Deliver preliminary analysis and findings to LAFCO staff	AP Triton																								
3.3	Present and discuss findings with LAFCO staff	Staff/AP Triton																								
3.4	Present preliminary findings to TAC (TAC Mtg. #3- Date TBD)	TAC/Staff/AP Triton																								



### RATE SCHEDULE: EXHIBIT A3

**Contractor will provide LAFCO with monthly invoices based on percentage of Sub-Tasks completed as outlined in the Scope of Work (Exhibit A1).** The following represents the project fee broken down by sub-tasks:

- 1:** Kick-off and Project Initiation \$12,931
- 2:** Data Collection and Review \$63,119
- 3:** Data Analysis \$19,355
- 4:** Administrative Draft Service Review Report \$19,355
- 5:** Draft Service Review Report, Community Workshops and LAFCO Public Hearing \$13,734
- 6:** Revisions to Draft Report and LAFCO Public Hearing \$9,536
- 7:** Final Service Review Report \$1,142
- Total Project Fee (will not exceed): \$139,172\***

*\*This total, all-inclusive pricing includes three in-person Public Hearings at a cost of \$4,235, inclusive of expenses, per meeting. In the event it is determined that meetings and presentations become virtual, AP Triton will provide alternative discounted pricing.*

#### **Hourly Rates**

Project Manager: \$170/hour

Senior Associates: \$135/hour

Additional work requested and approved beyond the Scope of Work will be billed at a rate of \$170/hour for the Senior Project Manager and \$135/hour for consultants plus any additional travel expenses at cost.

## **INSURANCE REQUIREMENTS FOR STANDARD SERVICE CONTRACTS ABOVE \$100,000**

### Indemnity

The Contractor shall indemnify, defend, and hold harmless the Local Agency Formation Commission of Santa Clara County (hereinafter "LAFCO"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by LAFCO. It is the intent of the parties to this Agreement to provide the broadest possible coverage for LAFCO. The Contractor shall reimburse LAFCO for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the LAFCO under this Agreement and does not prevail in that contest.

### Insurance

Without limiting the Contractor's indemnification of LAFCO, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

#### A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the LAFCO Executive Officer, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by LAFCO Executive Officer. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

#### B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policyholder's alphabetic and financial size category rating of not less than A-V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the LAFCO Executive Officer.

#### C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the LAFCO Executive Officer.

#### D. Insurance Required

##### 1. Commercial General Liability Insurance

Coverage at least as broad as Insurance Services Office ("ISO") Form CG 00 01 covering commercial general liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000.00 per occurrence. If a

general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability Insurance

Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000.00 combined single limit for bodily injury and property damage.

3. Workers' Compensation and Employer's Liability Insurance

Workers' Compensation Insurance as required by the State of California, with statutory limits, and Employer's Liability Insurance with limit of no less than \$1,000,000.00 per accident for bodily injury or disease. *(Not required if Contractor provides written verification it has no employees)*

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the LAFCO Executive Officer or insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. LAFCO acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by LAFCO upon satisfactory evidence of financial capacity. Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Contractor's general liability and automobile liability policies shall be endorsed to (1) be primary and shall not seek contribution from the LAFCO's coverage and (2) add LAFCO and its officers, officials, employees, and agents as additional insureds under such policies using Insurance Services Office form CG 20 10 and CG 20 37 (or equivalent) on the general liability policy.
4. Contractor hereby grants to LAFCO a waiver of any right to subrogation which any insurer of said Contractor may acquire against the LAFCO by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation from its insurers, but this provision applies regardless of whether or not the LAFCO has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the LAFCO for all work performed by Contractor, its employees, agents and subcontractors.
5. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.

6. LAFCO reserves the right to withhold payments to or terminate the contract with the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish LAFCO with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the LAFCO cited herein. If such bond is canceled or reduced, Contractor will notify LAFCO immediately, and LAFCO may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of LAFCO.





**Local Agency  
Formation Commission  
of Santa Clara County**  
777 North First Street  
Suite 410  
San Jose, CA 95112  
[SantaClaraLAFCO.org](http://SantaClaraLAFCO.org)

**Commissioners**  
Rich Constantine  
Susan Ellenberg  
Sergio Jimenez  
Yoriko Kishimoto  
Linda J. LeZotte  
Mike Wasserman  
Susan Vicklund Wilson

**ITEM # 7**

**Alternate Commissioners**  
Helen Chapman  
Cindy Chavez  
Matt Mahan  
Russ Melton  
Terry Trumbull  
**Executive Officer**  
Neelima Palacherla

**LAFCO MEETING: August 3, 2022**

**TO: LAFCO**

**FROM: Neelima Palacherla, Executive Officer  
Dunia Noel, Asst. Executive Officer**

**SUBJECT: UPDATE ON COUNTY’S CLASSIFICATION STUDY FOR  
LAFCO**

**STAFF RECOMMENDATION**

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1. Direct LAFCO staff to work with the County to recruit for and fill the vacant LAFCO Clerk position.

**COUNTY’S CLASSIFICATION STUDY FOR LAFCO COMPLETED**

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At the June 1, 2022 LAFCO Meeting, staff reported that the County of Santa Clara’s Employee Services Agency (ESA) had completed its classification study (including recommendations for staffing structure, job specifications and salary ranges) for LAFCO staff positions and had received concurrence on the recommendations from the two unions (SEIU and CEMA) representing these positions. Subsequently, ESA forwarded its recommendations to the County Board of Supervisors (BoS) for their consideration. In mid/ late June 2022, the BoS approved these recommendations, and the specific changes became effective in late July 2022. In summary the BoS:

1. Approved job specifications and amended the Classification Plan to add classifications of Associate LAFCO Analyst and Senior LAFCO Analyst
2. Approved revised job specifications of LAFCO Analyst and LAFCO Executive Officer
3. Approved revised and retitled job specifications of LAFCO Clerk
4. Adopted Salary Ordinance related to new Classifications and associated actions, specifically:
  - Increased current Executive Officer’s salary by ten percent
  - Reclassified current LAFCO Clerk to Associate LAFCO Analyst with a corresponding change in salary (ten percent increase)
  - Reclassified current LAFCO Analyst to Senior LAFCO Analyst with a corresponding change in salary (ten percent increase)

The abovementioned changes would not have been possible without the leadership and thoughtful work of LAFCO and its Ad Hoc Committee (composed of 2020 LAFCO Chair Sergio Jimenez, 2020 Vice-Chair Susan Ellenberg, and Finance Committee Chair Russ Melton).

## **BACKGROUND**

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On November 21, 2019, LAFCO retained Koff & Associates to conduct a Comprehensive Organizational Review and Assessment Study of LAFCO (Study) to address various organizational issues, and to support performance management, employee development, and succession planning efforts.

In August 2020, LAFCO voted unanimously to receive the Koff & Associates' Study and to pursue certain recommendations contained in it relative to LAFCO staff positions, classification, compensation and performance evaluation. LAFCO also created an Ad Hoc Committee on Organizational Assessment to work with the County and pursue implementation of certain recommendations from the Koff & Associates Study, including amendment of the LAFCO-County MOU.

On October 1, 2020, on behalf of LAFCO, the Ad Hoc Committee requested that the County consider and evaluate LAFCO's recommendations on staffing structure through the Executive Management Initiated Classification Study process.

On October 21, 2020, the County accepted the Ad Hoc Committee's request and assigned the classification study to ESA.

For additional background information, please refer to Item #8.1 (June 1, 2022 LAFCO Meeting Agenda) and Item #11 (December 1, 2021 LAFCO Meeting Agenda).

## **FISCAL IMPACTS**

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Per ESA staff, the annualized implementation cost for the abovementioned changes is approximately \$32,000. On June 1, 2022, LAFCO adopted a Final Budget for Fiscal Year 2023 (Budget). The amount budgeted for staff salaries and benefits in the adopted Budget is based on four LAFCO staff positions, including a vacant staff (Analyst) position.

As discussed below, the recruitment process to fill the now vacant LAFCO Clerk position is likely to take three or more months to complete. Therefore, LAFCO will have salary savings this year which can be used to address the increase in expenditures due to changes in staff salaries and benefits that began in mid-July 2022. Should this salary savings not be sufficient, LAFCO's adopted Budget includes a Reserve fund in the amount of \$200,000 to address such situations. LAFCO's Reserves are for two purposes: a litigation reserve – for use if LAFCO is involved with any litigation; and a contingency reserve – to be used for unexpected expenses.

## **NEXT STEPS**

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If directed, LAFCO staff will work with ESA in order to recruit and fill the vacant LAFCO Clerk position. The recruitment process is anticipated to take up to 3 months to complete, as there are many steps involved in the process. This is the first time that a recruitment will be held for this unique classification and therefore a specific process (recruitment options, materials, and methods for evaluating candidates) will need to be developed first.

Additionally, there are some outstanding issues left from the Ad Hoc Committee's October 2020 request to the County, specifically:

- Revision of the LAFCO Executive Officer performance evaluation process to provide the Commission more autonomy in the evaluation and salary-setting process, as recommended in the Koff & Associates' Study.
- Review and revision of the current LAFCO-County MOU to address any changes made regarding the recommendations in the Study, to ensure proper support of LAFCO operations, and to continue a productive relationship with the County.

The Ad Hoc Committee will meet to discuss these issues and provide their recommendation to the full Commission for their consideration and potential approval.

## **ATTACHMENTS**

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- Attachment A: ESA Staff Reports to County BoS re: Approve Job Specifications and Amend Classification Plan to Add LAFCO Classes (Items #54 and #55, June 7, 2022 BoS Meeting Agenda)
- Attachment B: ESA Staff Report to County BoS re: Adopt Salary Ordinance related to New Classifications and Associated Actions in LAFCO Classes (Item #205, June 28, 2022 BoS Meeting Agenda)





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**DATE:** June 7, 2022

**TO:** Board of Supervisors

**FROM:** John P. Mills, Director, Employee Services Agency

**SUBJECT:** Approve Job Specifications and Amend Classification Plan to Add LAFCO Classes

**RECOMMENDED ACTION**

Consider recommendations relating to the Local Agency Formation Commission (LAFCO) Classification Series.

Possible action:

- a. Approve job specifications and amend Classification Plan to add classifications of Associate LAFCO Analyst and Senior LAFCO Analyst.
- b. Approve revised job specifications of LAFCO Analyst and LAFCO Executive Officer.
- c. Approve revised and retitled job specification of LAFCO Clerk.

**FISCAL IMPLICATIONS**

The annualized cost to implement the recommended action is approximately \$32,000 and will be absorbed within the operating fund used for administration and staff support for LAFCO (Fund 0019).

**CONTRACT HISTORY**

Not applicable.

**REASONS FOR RECOMMENDATION**

This classification study evaluated LAFCO staff's assigned classifications and compensation to establish a structure more conducive to succession planning and to ensure job specifications accurately describe the scope of duties assigned.

**CHILD IMPACT**

The recommended action will have no/neutral impact on children and youth.

**SENIOR IMPACT**

The recommended action will have no/neutral impact on seniors.

## **SUSTAINABILITY IMPLICATIONS**

The recommended action will have no/neutral sustainability implications.

## **BACKGROUND**

Local Agency Formation Commission (LAFCO) of Santa Clara County is a state mandated independent local agency established to oversee the boundaries of cities and special districts in Santa Clara County. LAFCO contracts with the County of Santa Clara for staffing and services. LAFCO staff are County employees and are represented by County bargaining units - County Employees' Management Association (CEMA) and Service Employees International Union (SEIU) Local 521, respectively.

In October 2019, LAFCO contracted with Koff & Associates (K&A) to conduct a comprehensive organizational review and assessment study focusing on staffing levels, job specifications, compensation, and organizational and operational structure relative to an industry focused comparator group and best management practices. The Commission voted unanimously to pursue recommendations related to LAFCO staff positions, classification, and compensation.

Thereafter, an Executive Management initiated study was submitted by the Office of the County Executive to address some of the organizational issues identified by K&A.

There are five total positions allocated to the LAFCO department—two (2) LAFCO Analyst positions, one (1) of which is currently vacant, and one (1) LAFCO Office Specialist, who all report directly to one (1) LAFCO Executive Officer. Collectively, the team provides professional and technical support to the commission.

Research for this study included the completion of Position Classification Questionnaires (PCQs) by the incumbents under study, interviews with the incumbents, a thorough review of the K&A study, and research of comparable classifications in other LAFCO Commissions within the greater Bay Area region.

## **LAFCO Analysts**

The LAFCO Commission supported the K&A recommendation to create a LAFCO Analyst classification series. This recommendation was to address the organizational challenge of succession planning.

Currently, the LAFCO Analyst job specification is a stand-alone advanced/journey-level classification defined as, “Under direction of the LAFCO Executive Officer, performs complex professional work on a variety of projects involving research, data collection and other related tasks in support of the Local Agency Formation Commission (LAFCO) of Santa Clara County; responsible for a variety of specialized studies involving data collection and analysis, report preparation and public contact.”

There are two (2) LAFCO Analyst positions. One is currently vacant, so tasks and responsibilities assigned to the former incumbent have been assessed for this study and are the basis for the following recommendations. LAFCO Analysts are assigned to perform specialized studies involving data collection and analysis in support of LAFCO. The most senior serves as a trainer and lead to resolve personnel matters, assists in the review of work

from staff, and regularly acts on behalf of the Executive Officer in his/her absence. Though this responsibility is in the LAFCO Analyst job specification, it is only performed by one (1) of the two (2) LAFCO Analysts; yet both positions are equivalently classified. When the vacant position is filled, the most senior LAFCO Analyst will be expected to train and supervise the other, as was the case when both positions were filled. To have both analysts classified the same is an inaccurate depiction of duties, scope of responsibility, and level of independence performed by each incumbent.

Therefore, it is recommended to create a Senior LAFCO Analyst classification, which appropriately segregates the higher-level duties of supervision performed and to reclassify one (1) LAFCO Analyst to Senior LAFCO Analyst. This advanced-level classification would serve as a working supervisor and carry out the policies and directives set forth by the Executive Officer. Further, it is recommended to alternately staff the position with the LAFCO Analyst classification for the department's flexibility in utilization of the position and to appropriately adapt to staffing changes.

The current LAFCO Analyst job specification was created as an advanced/journey-level classification. This specialized classification furnishes a narrow candidate pool due to difficulty in meeting employment standards which, in part, require "Four (4) years of professional land use planning or administering a public program or related experience, including supervisory, management or administrative experience that demonstrates the ability to perform the typical tasks." To be equipped to hire new staff in response to turnover, it is recommended to establish a "feeder class," titled Associate LAFCO Analyst. An incumbent can receive on the job training in this class and, once a greater level of independence is developed, would have the opportunity to promote to the LAFCO Analyst classification.

The proposed Associate LAFCO Analyst is defined as, "Under direction, performs complex professional work on a variety of projects involving research, data collection and other related tasks in support of the Local Agency Formation Commission (LAFCO) of Santa Clara County; responsible for a variety of specialized studies involving data collection and analysis, report preparation and public contact."

The Employment Standards with proposed revisions state, in part, "*Sufficient education, training, and experience to demonstrate the ability to perform the above tasks, plus the possession and direct application of the following knowledge and abilities:*

***Training and Experience Note:*** *The required knowledge and abilities are attained through training and experience equivalent to a Bachelor's degree, preferably in Public Administration, City and Regional Planning, or a closely related field. Relevant analytical, administrative, lead, supervisory, or management experience that includes interpreting rules and regulations, gathering data and formulating recommendations, and report writing can substitute for education on a year-for-year basis.*

The study found the former incumbent appropriately classified as LAFCO Analyst. The LAFCO Analyst job specification has been slightly revised to standardize job specification formatting and verbiage and to extract higher level supervision duties. With the removal of

supervisory duties, the required experience for this classification has been reduced accordingly.

The LAFCO Analyst Definition states, *“Under direction, performs complex professional work on a variety of projects involving research, data collection, and other related tasks in support of the Local Agency Formation Commission (LAFCO) of Santa Clara County; responsible for a variety of specialized studies involving data collection and analysis, report preparation, and public contact.”*

The Employment Standards with proposed revisions state, in part, *“Sufficient education, training and experience to demonstrate the ability to perform the above tasks, plus the possession and direct application of the following knowledge and abilities:*

***Training and Experience Note:*** *The required knowledge and abilities are attained through training and experience equivalent to a Bachelor's degree, preferably in Public Administration, City and Regional Planning, or a closely related field. Relevant analytical, administrative, lead, supervisory, or management experience that includes interpreting rules and regulations, gathering data and formulating recommendations, and report writing can substitute for education on a year-for-year basis;*

*and*

*Two (2) years of experience performing analytical work in support of a Local Agency Formation Commission (LAFCO), which required report writing; data collection and analysis; and the interpretation and application of state laws related to CEQA in order to formulate recommendations.*

*A Master's degree in Public Administration, City and Regional Planning, or a closely related field may substitute for one (1) year of the required experience.”*

The proposed Senior LAFCO Analyst Definition states, *“Under general direction, assists in carrying out the policies and directives of the Local Agency Formation Commission (LAFCO) of Santa Clara County; administers and supervises day-to-day activities, duties, and responsibilities of LAFCO programs; and performs complex professional work on a variety of projects involving research, data collection, and other related tasks in support of the Local Agency Formation Commission (LAFCO) of Santa Clara County.”*

The Employment Standards state, in part, *“Sufficient education, training, and experience to demonstrate the ability to perform the above tasks, plus the possession and direct application of the following knowledge and abilities:*

***Training and Experience Note:*** *The required knowledge and abilities are attained through training and experience equivalent to a Bachelor's degree, preferably in Public Administration, City and Regional Planning, or a closely related field. Relevant analytical, administrative, lead, supervisory, or management experience that includes interpreting rules and regulations, gathering data and formulating recommendations, and report writing can substitute for education on a year-for-year basis;*



and

*Four (4) years of experience performing analytical work in support of a Local Agency Formation Commission (LAFCO), which required report writing; data collection and analysis; and the interpretation and application of state laws related to CEQA in order to formulate recommendations;*

*A Master's degree in Public Administration, City and Regional Planning, or a closely related field may substitute for one (1) year of the required experience."*

### **LAFCO Office Specialist**

The current LAFCO Office Specialist (OS) incumbent has been with LAFCO since the inception of the classification. When this classification was originally created, it was tailored to the tasks that the incumbent performed. Due to limited staff, it was necessary for the role to span the functions of skilled clerical/technical and analytical.

The Department envisioned revising this classification to focus on the clerical and technical aspects of the job. This concept is consistent with the scope of work assigned to other similar classes in comparable jurisdictions. The five (5) counties of Alameda, Contra Costa, San Francisco, Santa Cruz, and San Mateo were surveyed for comparable classifications. Comparisons identified include LAFCO Clerk, Alameda County; Executive Assistant I (working title LAFCO Clerk), Contra Costa County; and Commission Clerk, Santa Cruz County. The scope of work assigned to these classifications includes the broad areas of providing secretarial support to the commission, maintaining office needs, serving as webmaster for online site, and maintaining filing system requirements.

The current incumbent performs these duties and more on an ongoing basis. The analytical work performed by the LAFCO OS includes assisting with reports, determining jurisdictional boundary changes, and participating in LAFCO studies. Upon review of the comparable classifications in other jurisdictions, none of them perform these duties. To align with industry standard in the utilization of this classification, it is recommended to revise the classification to remove the analytical component of the job, which is more appropriate for an analyst-type classification. This adjustment will not only align with industry standard but will simplify future recruitment efforts, as the skills necessary for the job will have a more defined scope.

Therefore, it is recommended to delete the following typical tasks:

- Determines the location of cities and special districts boundaries, urban service areas and sphere of influence boundaries in response to inquiries by public/private agencies;
- Reviews and verifies changes made to cities and special district layers in GIS;
- Conducts research and generates vicinity maps of boundaries for cities and special districts upon request;
- Develops and conducts countywide surveys; conducts and participates in a variety of analytical studies and surveys on policies and procedures of LAFCOs throughout the State.

The duties above are encompassed in the work assigned to the new concept of Associate LAFCO Analyst. It is also recommended to revise the following typical task, from “Conducts research, collects and compiles a variety of information, including quantitative data, relating to the work of LAFCO, prepares comparative analysis of data; compiles background information for reports and assists with development of presentation materials for community meetings and public hearings,” to “Assists with development of presentation materials for community meetings and public hearings.”

Additionally, it was most common to find “clerk” in the titles of the surveyed classifications. Therefore, to be more consistent with the market, it is recommended to retitle the LAFCO Office Specialist to LAFCO Clerk.

Lastly, revisions to the job specification are recommended to align with the County’s current job specification formatting and to incorporate some of the recommended verbiage proposed by K&A which, in some cases, was more descriptive.

It is further recommended to reclassify the incumbent to the new Associate LAFCO Analyst, which describes the analytical work performed by the incumbent, such as assisting with studies, reviewing and determining jurisdictional boundary changes, and writing reports.

### **LAFCO Executive Officer**

It is necessary to revise the LAFCO Executive Officer to align with the proposed changes to the LAFCO Analyst series. In the process, the class specification has been revised to adhere to standard formatting for class specifications within the County.

### **Salary Analysis**

A salary survey was conducted of the following large Bay Area counties: Alameda, Contra Costa, San Francisco, San Mateo, and Santa Cruz, and cities within Santa Clara County, for all LAFCO staff positions.

#### **LAFCO Clerk**

Three (3) entities within the survey have classifications comparable to LAFCO Clerk. The average highest effective hourly salary of these three (3) entities is \$36.72 (excludes County of Santa Clara). The LAFCO Clerk effective wage is 11% above the average. Therefore, no change is recommended to the LAFCO Clerk salary.

#### **LAFCO Analyst Series**

The LAFCO Analyst serves as the benchmark for compensation for the remainder of the series. Three (3) entities within the survey have classifications comparable to the LAFCO Analyst classification. The average highest effective hourly salary of these three (3) entities is \$59.62 (excludes County of Santa Clara). The LAFCO Analyst is 13% above the average and thus is competitive in the Bay Area market and appropriately compensated.

It is recommended to compensate the Associate LAFCO Analyst at \$37.440 - \$45.510 hourly. It is recommended to compensate the proposed Senior LAFCO Analyst 10% above the LAFCO Analyst for the higher-level duties performed on an ongoing basis. This is an hourly rate of \$62.934 – \$76.531.

## LAFCO Executive Officer

Comparable classifications were identified in all entities surveyed, except the County of San Francisco. The survey found that the average maximum hourly salary is \$81.39, placing the current salary for the County of Santa Clara's LAFCO Executive Officer six percent (6%) below the average top salary of the counties surveyed. Therefore, a 10% increase is proposed to make the LAFCO Executive Officer salary competitive with the market average. This is an hourly rate of \$71.112 - \$86.431.

There is a 10% difference between the proposed salary for the LAFCO Executive Officer and the Senior LAFCO Analyst; therefore, there is no compaction.

County Employees Management Association (CEMA) and Service Employees International Union (SEIU) Local 521 both concur with these recommendations.

## **CONSEQUENCES OF NEGATIVE ACTION**

LAFCO staff will not be equipped for succession planning, nor have classifications that accurately describe and compensate for duties assigned.

## **STEPS FOLLOWING APPROVAL**

The Clerk of the Board of Supervisors is requested to send MinuteTraq notification of completed processing to Staci Bjerk and Jennifer Paredes-Fricano of the Employee Services Agency, Human Resources.

## **LINKS:**

- **Linked From:** 111181 : Adoption of Salary Ordinance No. NS-5.22.146, an Ordinance amending Santa Clara County Salary Ordinance No. NS-5.22 relating to compensation of employees deleting one LAFCO Analyst position and one LAFCO Analyst or Senior Management Analyst position and adding one LAFCO Analyst or Associate LAFCO Analyst position and one Senior LAFCO Analyst or LAFCO Analyst position in the Local Agency Formation Commission; and amending the Salary Schedule to add the classifications of Associate LAFCO Analyst and Senior LAFCO Analyst, retitle the classification of LAFCO Office Specialist to LAFCO Clerk, and increase the salary of the LAFCO Executive Officer classification by ten percent.

## **ATTACHMENTS:**

- Associate LAFCO Analyst Job Specification (PDF)
- LAFCO Analyst Job Specification (PDF)
- LAFCO Clerk Job Specification (PDF)
- Senior LAFCO Analyst Job Specification (DOCX)
- LAFCO Executive Officer Job Specification (DOCX)
- LAFCO Classification Report (PDF)

## Associate LAFCO Analyst

### Definition

Under close supervision, in a training capacity, performs or assists in the performance of professional work on a variety of projects involving research, data collection, analysis, and other related tasks in support of the Local Agency Formation Commission (LAFCO) of Santa Clara County; responsible for a variety of specialized studies, report preparation, and public contact.

### Distinguishing Characteristics

The Associate LAFCO Analyst classification is the entry professional level classification within the LAFCO Analyst series, used for training purposes. Incumbents receive routine, closely supervised assignments that have established structure or pattern and exercise less independence and discretion than the LAFCO Analyst. As experience is gained, Associate LAFCO Analysts are expected to perform gradually more responsible and varied assignments with increasing independence.

The Associate LAFCO Analyst classification differs from the higher-level LAFCO Analyst classification in that the LAFCO Analyst is the full journey-level classification, and LAFCO Analysts are able to conduct work assignments under minimum direction while applying applicable local, state, and federal guidelines related to LAFCO operations, whereas the Associate LAFCO Analyst receives on the job training in the performance of LAFCO work.

The Associate LAFCO Analyst classification is distinguished from the Associate Management Analyst classification in that the Associate Management Analysts, in a training capacity, have assignments in areas that include, but are not limited to, budgeting, management and organization, work flow and staffing, systems development, program evaluation, policy and procedure development, management information analysis, contract management, classification and recruitment, and needs analysis and feasibility studies, whereas the Associate LAFCO Analyst, in a training capacity, is responsible for performing specialized functions for LAFCO.

### Typical Tasks

The following are the duties performed by employees in this classification. However, employees may perform other related duties at an equivalent level. Each individual in the classification does not necessarily perform all duties listed.

- Learns, interprets, and explains governmental regulations, policies, and procedures to the public, governmental agencies, subordinate staff, and consultants;
- Assists with determining the location of cities and special districts boundaries in response to inquiries by public/private agencies; reviews and verifies changes made to cities and special district layers in GIS; conducts research and generates vicinity maps of boundaries for cities and special districts upon request

### Associate LAFCO Analyst

- Makes verbal presentations or participates in presentations and manages public participation/outreach processes relating to pending LAFCO proposals, studies, policies, and procedures;
- Reviews and analyzes less complex and routine proposals filed with LAFCO and prepares detailed written reports;
- Assists with conducting field investigations, makes recommendations, and prepares and presents staff reports to Commission or LAFCO Executive Officer in written or oral form;
- Conducts analysis relating to the California Environmental Quality Act (CEQA) and the operation of Santa Clara County LAFCO;
- Participates in studies involving inter-jurisdictional or inter-agency coordination, most of which are of a complex, controversial, and politically sensitive nature;
- Makes verbal presentations or participates in presentations and manages public participation/outreach processes relating to pending LAFCO proposals, studies, policies, and procedures;
- May assist with administrative functions, including the development of LAFCO budget, fee schedules, surveys, policies, procedure manuals, accepting of applications, and notifications of public hearings;
- Participates in LAFCO-related organizations and professional associations;
- Participates and represents LAFCO on various committees and organizations, as required;
- Acts as a liaison between the Commission, the public, other governmental agencies, and organizations;
- May be assigned as a Disaster Service Worker (DSW), as required\*;
- Performs other related duties, as required.

#### Employment Standards

Sufficient education, training, and experience to demonstrate the ability to perform the above tasks, plus the possession and direct application of the following knowledge and abilities:

**Training and Experience Note:** The required knowledge and abilities are attained through training and experience equivalent to a Bachelor's degree, preferably in Public Administration, City and Regional Planning, or a closely related field. Relevant analytical, administrative, lead,

### Associate LAFCO Analyst

supervisory, or management experience that includes interpreting rules and regulations, gathering data and formulating recommendations, and report writing can substitute for education on a year-for-year basis.

#### Special Requirements:

- Ability to travel to alternate locations in the course of work. If driving, possession of a valid California driver's license prior to appointment and the ability to qualify for and maintain a County driver authorization.
- As a condition of employment, pursuant to California Government Code Sections 3100-3109 and Local Ordinance, all County of Santa Clara employees are designated Disaster Service Workers (DSWs), including extra help. A DSW is required to complete all assigned DSW-related training, and in the event of an emergency, return to work as ordered.

#### Knowledge of:

- Basic principles and practices of public administration, including local government functions;
- Basic organizational and management practices as applied to the analysis, evaluation, development, and implementation of programs, policies, and procedures;
- Basic business math to perform duties related to statistical analysis and budget preparation;
- Research, analysis, and statistical methods applicable to management analysis;
- Effective public speaking and presentation techniques to present data and recommendations to stakeholders;
- State and local laws and guidelines relating to environmental protection;
- English usage, style, grammar, punctuation, and spelling;
- Federal, State, and local laws and regulations relating to the organization, financing, and functions of cities and special districts;
- Map components as they relate to determining vicinity boundaries;
- Common computer systems and applications, including Geographical Information Systems (GIS) software.

**Associate LAFCO Analyst****Ability to:**

- Reason logically and creatively and utilize a variety of analytical techniques to resolve complex and specialized problems;
- Present clear, concise, and logical oral and written reports;
- Communicate effectively, both orally and in writing, with people of diverse backgrounds and cultures;
- Learn Local Agency Formation Commission laws, practices, and procedures;
- Read maps to determine the location of boundaries, review changes, and create vicinity maps using GIS software;
- Plan, organize, and conduct work assignments and meet deadlines;
- Collect, interpret, and evaluate data of a complex and specialized nature;
- Translate quantitative data into visual diagrams to support recommendations;
- Define problem areas; develop and evaluate alternatives and make recommendations;
- Establish and maintain effective working relationships with those contacted in the course of work, at all levels, including colleagues, the public, and representatives of other agencies;
- Learn to represent LAFCO and or act as LAFCO spokesperson.

Orig. – 6/7/2022 – JA  
NS-5.22.146

## LAFCO Analyst

### Definition

Under direction, performs complex professional work on a variety of projects involving research, data collection and other related tasks in support of the Local Agency Formation Commission (LAFCO) of Santa Clara County; responsible for a variety of specialized studies involving data collection and analysis, report preparation and public contact.

### Distinguishing Characteristics

The LAFCO Analyst works with a high level of independence in the performance of work assignments relating to LAFCO.

The LAFCO Analyst classification is distinguished from the Senior LAFCO Analyst classification in that the LAFCO Analyst is responsible for components of the program as assigned, whereas the Senior LAFCO Analyst supervises staff, acts as a project coordinator for all staff assignments.

### Typical Tasks

The following are the duties performed by employees in this classification. However, employees may perform other related duties at an equivalent level. Each individual in the classification does not necessarily perform all duties listed.

- Reviews and analyzes proposals filed with LAFCO, conducts field investigations, makes recommendations, and prepares and presents staff reports to Commission or LAFCO Executive Officer in written or oral form;
- Conducts special studies involving inter-jurisdictional or inter-agency coordination, most of which is of a complex, controversial and politically sensitive nature;
- Interprets and explains governmental regulations, policies and procedures to the public, governmental agencies, staff and consultants;
- Conducts and reviews analysis relating to the California Environmental Quality Act (CEQA) and on a variety of special projects involving research, data collection and other tasks related to the operation of Santa Clara County LAFCO; performs a variety of responsible and specialized technical services involving administrative, planning, financial, legislative, and data analysis;
- Gathers data, analyzes information, and prepares reports outlining methodology, analysis and recommendations related to LAFCO specific areas; conducts statewide surveys on LAFCO operations, procedures and policies; and assists with/prepares staff reports and performs studies by collecting, tabulating and analyzing data using appropriate statistical methods to identify trends;



**LAFCO Analyst**

- Researches, analyzes, and interprets information and data necessary to meet State law requirements and County LAFCO policies and objectives;
- Makes verbal presentations and manages public participation/outreach processes relating to pending LAFCO proposals, studies, policies, and procedures;
- Assist with administrative functions, including the development of LAFCO budget, fee schedules, surveys, policies, procedure manuals, accepting of applications and notifications of public hearing;
- Responds to inquiries from the general public, other governmental agencies, and organizations;
- Participates in LAFCO related organizations and professional associations;
- Participates and represents LAFCO on various committees and organizations as required;
- Assists with determining the location of cities and special districts boundaries, urban service areas and sphere of influence boundaries in response to inquiries by public/private agencies; reviews and verifies changes made to cities and special district layers in GIS; conducts research and generates vicinity maps of boundaries for cities and special districts upon request;
- Advises management on the impact of new and proposed state and local legislation that pertains to LAFCO;
- Oversees contracts and consultants related to special studies;
- May be assigned as a Disaster Service Worker (as assigned)\*;
- Performs other related duties as required.

**Employment standards**

Sufficient education, training and experience to demonstrate the ability to perform the above tasks, plus the possession and direct application of the following knowledge and abilities listed below.

**Training and Experience Note:** The required knowledge and abilities are attained through training and experience equivalent to a Bachelor's degree preferably in Public Administration, City and Regional Planning or closely related field. Relevant analytical, administrative, lead, supervisory or management experience that includes interpreting rules and regulations, gathering data and formulating recommendations and report writing can substitute for education on a year-for-year basis;

and

### LAFCO Analyst

Two (2) years of experience performing analytical work in support of a Local Agency Formation Commission (LAFCO) which required report writing; data collection and analysis; and the interpretation and application of state laws related to CEQA in order to formulate recommendations.

A Master's degree in Public Administration, City and Regional Planning, or a closely related field may be substituted for one (1) years of the required experience.

#### Special Requirements:

- Ability to travel to alternate locations in the course of work. If driving, possession of a valid California driver's license prior to appointment and the ability to qualify for and maintain a Count driver authorization.
- \*As a condition of employment, pursuant to California Government Code Section 3100-3109 and Local Ordinance, all County of Santa Clara employees are designated Disaster Service Workers, including extra help. A DSW is required to complete all assigned DSW-related training, and in the event of an emergency, return to work as ordered.

#### Knowledge of:

- Local Agency Formation Commission laws, practices and procedures;
- Statutory purposes of LAFCO and state and local regulations relating to LAFCO;
- Principles, practices, policies and procedures of public administration, urban and regional land planning;
- Business math necessary for statistical analysis and budget preparation;
- Federal, State and local laws and regulations relating to the organization, financing and functions of cities and special districts;
- Research, analysis, and statistical methods applicable to management analysis;
- Effective public speaking and presentation techniques to present data and recommendations to stakeholders;
- State and local laws and guidelines relating to environmental protection;
- Map components as it relates to determining vicinities and boundaries;
- Common computer systems and applications including Geographical Information Systems (GIS) software.

### LAFCO Analyst

**Ability to:**

- Reason logically and creatively and utilize a variety of analytical techniques to resolve complex and specialized problems;
- Communicate and present concise, logical oral and written reports;
- Understand, interpret and apply Federal, State and local laws and regulations relating to the organization, financing, and functions of cities and special districts;
- Plan, organize and conduct work assignments under minimum direction or independently and meet deadlines;
- Read maps to determine the location of boundaries, review changes and create vicinity maps using GIS software;
- Collect, interpret and evaluate data of a complex and specialized nature;
- Translate quantitative data into visual diagrams to support recommendations;
- Write clear and concise reports;
- Communicate effectively, in English, both orally and in writing;
- Manage and coordinate large projects and studies;
- Gain and maintain the confidence and cooperation of those contacted during the course of work especially in sensitive relationships with representatives of departmental and other outside groups;
- Define problem areas; develop and evaluate alternatives and make recommendations;

Represent LAFCO and/or act as LAFCO spokesperson.

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**LAFCO Clerk****Definition**

Under general supervision, to provide skilled clerical and administrative support to the Local Agency Formation Commission (LAFCO) program, requiring comprehensive knowledge of subject matter and organizational activities.

**Distinguishing Characteristics**

The LAFCO Clerk is a journey-level classification responsible for providing skilled clerical and administrative support to the LAFCO program requiring comprehensive knowledge of subject matter and organizational activities. Positions at this level perform the full range of duties as assigned, work independently, and exercise judgment and initiative, receiving only occasional instruction or assistance as new or unusual situations arise.

The LAFCO Clerk classification is distinguished from the Office Specialist (OS) III classification in that the OS III is a Countywide classification, whereas the LAFCO Clerk is specifically assigned to LAFCO, a State mandated independent agency that has authority over city and special district boundary changes.

**Typical Tasks**

The following are the duties performed by employees in this classification. However, employees may perform other related duties at an equivalent level. Each individual in the classification does not necessarily perform all duties listed.

- Takes minutes of the LAFCO meetings and prepares official summaries for distribution;
- Composes agendas from various sources; assembles and distributes agenda material;
- Prepares, publishes, posts, and distributes a variety of notices and materials related to agenda items to the public, news media, and other interested parties, as required by State law;
- Designs newsletters, flyers, and reports for online and print publication;
- Reviews LAFCO applications for completeness and consistency with filing requirements per State law and LAFCO policies; processes LAFCO applications and payments/fees;
- Processes applications appropriately based on the application type and conducts the appropriate follow-up with members of the public or requests follow-up from the specific authority or agency;
- Creates and maintains a database for tracking applications and project activities and retrieves information; maintains computer files; performs research and prepares reports

**LAFCO Clerk**

using the database;

- Responds to inquiries from the public or other governmental agencies, either in writing or by telephone;
- Independently composes correspondence requiring application of specialized knowledge from notes or oral directions;
- Assists with development of presentation materials for community meetings and public hearings;
- Interacts with LAFCO staff and other departments, agencies, and other county LAFCOs;
- Develops and implements office methods, procedures, and forms; assists in creating operating and policy manuals;
- Processes accounts receivable, accounts payable, payroll, and purchasing in accordance with LAFCO and County of Santa Clara policies;
- Creates mailing lists and labels using a variety of information sources and software programs, such as word processing, databases, spreadsheets, and Geographic Information Systems (GIS);
- Sets up audio/visual equipment in meeting rooms and performs minor troubleshooting as necessary;
- Maintains office files and records; establishes controls on correspondence and materials with deadlines and expiration dates;
- Makes travel arrangements for staff and commissioners and coordinates travel reimbursement process;
- Manages the LAFCO website, including regular updates, adding pages and materials, and making structural changes;
- Maintains service agreements and coordinates maintenance services for office infrastructure and technical resources;
- May be assigned as a Disaster Service Worker (DSW), as required\*;
- Performs other related duties, as required.

**LAFCO Clerk****Employment Standards**

Sufficient, education, training, and experience to perform the above tasks, plus the possession and direct application of the following knowledge and abilities:

**Training and Experience Note:** The required knowledge and abilities are attained through training and experience equivalent to four (4) years of office administrative and/or secretarial experience, including the taking and transcribing of meeting minutes and extensive use of computer applications, including graphics software (image editing).

Sixty (60) semester units (ninety (90) quarter units) of college may substitute on a year-for-year basis for up to two (2) years of the required experience.

Experience in dealing with government and community contacts is desirable.

**Special Requirements**

- Ability to travel to alternate locations in the course of work. If driving, possession of a valid California driver's license prior to appointment and the ability to qualify for and maintain a County driver authorization.
- \*As a condition of employment, pursuant to California Government Code Sections 3100-3109 and Local Ordinance, all County of Santa Clara employees are designated Disaster Service Workers (DSWs), including extra help. A DSW is required to complete all assigned DSW-related training, and in the event of an emergency, return to work as ordered.

**Knowledge of:**

- Functions and basic operations of an administrative office;
- Office management principles, methods, practices, and procedures, including records maintenance, filing systems, financial record keeping, reference sources, and preparation of correspondence and reports;
- Style and format of business correspondence, English usage, vocabulary, grammar, spelling, and punctuation;
- Customer service principles;

**LAFCO Clerk**

- Common computer systems and applications;
- Web protocols, programming, languages, and web server concepts;
- Common graphic image editing software and geographic information system (GIS) software;
- Mathematics to perform calculations and create statistical reports;
- Telephone procedures and etiquette.

**Ability to:**

- Comprehend and take appropriate notes at LAFCO meetings and public hearings for which the content is varied and complex;
- Interpret, evaluate, select, organize, and condense a variety of discussions to prepare the official minutes of LAFCO meetings and public hearings;
- Provide administrative and secretarial assistance to management;
- Organize work, set priorities, meet critical deadlines, and follow up on assignments;
- Use initiative and independent judgement within established guidelines;
- Communicate effectively, both orally and in writing, with people of diverse backgrounds and cultures;
- Establish and maintain effective working relationships with those contacted in the course of work, at all levels, including colleagues, the public, and representatives of other agencies;
- Compose correspondence independently or from brief instructions;
- Organize and maintain accurate records and files;
- Make mathematical calculations with speed and accuracy;
- Operate standard office equipment, including computer; trouble-shoot simple problems;
- Use a keyboard with moderate speed and a high level of accuracy;
- Analyze information and materials and formulate conclusions;
- Interpret and apply LAFCO-specific laws and ordinances and office policies and procedures.

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NS-5.22.146

Rev. – 02/23/2009 – AR

NS-5.09.66

Orig. – 11/21/2005 – CK

NS-5.05.30

## Senior LAFCO Analyst

### Definition

Under general direction, assists in carrying out the policies and directives of the Local Agency Formation Commission (LAFCO) of Santa Clara County; administers and supervises day-to-day activities, duties, and responsibilities of LAFCO programs; and performs complex professional work on a variety of projects involving research, data collection and other related tasks in support of the Local Agency Formation Commission (LAFCO) of Santa Clara County.

### Distinguishing Characteristics

The Senior LAFCO Analyst classification is responsible for assisting the Executive Officer in carrying out the policies and directives of LAFCO. Responsibilities include assisting with the development and implementation of policies and procedures for assigned programs, budget administration and reporting, and program evaluation. Incumbents serve as a professional-level resource for organizational, managerial, and operational analyses and studies. Performance of the work requires the use of considerable independence, initiative, and discretion within established guidelines.

The Senior LAFCO Analyst classification differs from the LAFCO Executive Officer classification in that the LAFCO Executive Officer has overall responsibility for all functions and activities of the LAFCO program under policy direction from the Commission; whereas, the Senior LAFCO Analyst is a working supervisor responsible for major functions of the program and for the supervision of staff.

### Typical Tasks

The following are the duties performed by employees in this classification. However, employees may perform other related duties at an equivalent level. Each individual in the classification does not necessarily perform all duties listed.

- Performs major proposal analysis, gathers, and analyzes information related to LAFCO applications; prepares background reports and preliminary recommendations; and reports orally and in writing to the Commission on proposals;
- Manages and conducts special studies involving inter-jurisdictional or inter-agency coordination, most of which is of a complex, controversial and politically sensitive nature;
- Plans, organizes, and directs the activities of staff in the receiving, processing, and analyzing of applications and petitions for LAFCO action including the creation of staff reports and holding of public hearings;
- Responds to inquiries from the general public, other governmental agencies, and organizations;



**Senior LAFCO Analyst**

- Supervises and reviews analyses relating to LAFCO studies, reviews proposals for adequacy of environmental review documents; reviews and prepares comments on initial studies, negative declarations, and Environmental Impact Reports prepared by other agencies; and conducts initial studies and prepares and supervises the preparation of negative declarations and other environmental documents where LAFCO is the Lead Agency;
- Assists the LAFCO Executive Officer in preparing and administering LAFCO's annual budget;
- Reviews and researches legislative topics, and performs other special assignments;
- Represents LAFCO matters before various public and private policy making boards and agencies and makes presentations to LAFCO or other local governments at public hearings. Conducts studies, prepares reports and makes recommendations on proposals submitted to LAFCO involving jurisdictional/boundary changes for cities or special districts;
- Assists the LAFCO Executive Officer with defining personnel resources and policy implementation;
- Selects and hires staff and ensures the orientation, training, and development of program staff; directs and evaluates the work of subordinate staff and consultants;
- Directly supervises LAFCO staff on projects identified by the LAFCO Executive Officer;
- Develops public participation and outreach processes and explains LAFCO laws, policies and procedures to the public, community organizations, government agencies and the media;
- Keeps abreast of new trends and developments related to LAFCO's activities, rules, and regulations;
- Makes verbal presentations and manages public participation/outreach processes relating to pending LAFCO proposals, studies, policies, and procedures;
- Participates in LAFCO related organizations and professional associations;
- Participates and represents LAFCO on various committees and organizations as required;

**Senior LAFCO Analyst**

- May be assigned as a Disaster Service Worker (DSW), as required\*;
- Performs other related duties, as required.

**Employment Standards**

Sufficient education, training, and experience to demonstrate the ability to perform the above tasks, plus the possession and direct application of the following knowledge and abilities:

**Training and Experience Note:** The required knowledge and abilities are attained through training and experience equivalent to a Bachelor's degree in preferably in Public Administration, City and Regional Planning, or closely related field;

and

Two (2) years of experience performing analytical work in support of a Local Agency Formation Commission (LAFCO) which required report writing; data collection and analysis; and the interpretation and application of state laws related to CEQA in order to formulate recommendations;

and

Two (2) years of general experience in any professional land use planning function that included supervisory/lead experience, or that included report writing, data collection and analysis and the interpretation and application of state laws in order to formulate recommendations.

A Master's degree in Public Administration or City and Regional Planning may be substituted for one (1) year of the required general experience.

**Special Requirements**

- Ability to travel to alternate locations in the course of work. If driving, possession of a valid California driver's license prior to appointment and the ability to qualify for and maintain a County driver authorization.
- \*As a condition of employment, pursuant to California Government Code Section 3100-3109 and Local Ordinance, all County of Santa Clara employees are designated Disaster Service Workers, including extra help. A DSW is required to complete all assigned DSW-related training, and in the event of an emergency, return to work as ordered.

**Knowledge of:**

- Local Agency Formation Commission laws, practices/procedures, and federal, state and local laws and guidelines related to environmental protection;

### Senior LAFCO Analyst

- Public administration and financing and functions of counties, cities, and special districts;
- Urban and regional planning principles, practices, and techniques;
- Principles of organization and administrative, fiscal and program management;
- Principles and practices of employee supervision, including work planning, assignment review and evaluation, discipline, and the training of staff in work procedures;
- Communication techniques required for gathering, evaluating, and transmitting information;
- Principles and practices of budget development and administration;
- Business math necessary for statistical analysis and budget preparation;
- Public outreach methods and procedures;
- Common computer systems and applications related to the work, including Geographical;
- Information Systems (GIS) software.

#### Ability to:

- Plan, organize, supervise, direct, and implement administrative and analytical support activities, including large and/or controversial projects, for LAFCO;
- Select and supervise staff, provide training and development opportunities, ensure work is performed effectively, and evaluate performance in an objective and positive manner;
- Organize public hearings and speak effectively in public;
- Work independently and meet deadlines;
- Analyze and interpret data and formulate recommendations;
- Develop and effectively utilize available resources;
- Establish and maintain effective working relationships with those contacted in the course of work, at all levels, including colleagues, the public, and representatives of other agencies;

**Senior LAFCO Analyst**

- Effectively represent LAFCO in meetings with governmental agencies, community groups. Various business, professional, and regulatory organizations, and in meetings with individuals;
- Communicate effectively, in English, both orally and in writing.

Orig. – 6/7/2022 – JA  
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## LAFCO Executive Officer

### Definition

Under policy direction of the Local Agency Formation Commission (LAFCO), to plan, organize, direct and coordinate the activities of the LAFCO program and provide administrative, research, analytical and advisory services to the Commission.

### Distinguishing Characteristics

This single-position class has full management responsibility for the Santa Clara County LAFCO program and is the liaison between the LAFCO Commission and the general public, and other governmental agencies including the County, special districts, cities and other regional and state agencies.

The LAFCO Executive Officer differs from the Senior LAFCO Analyst as the LAFCO Executive Officer is responsible for all functions and activities of the LAFCO program. The LAFCO Executive Officer takes policy direction from the Commission and reports to the County Executive's Office on personnel and administrative matters, whereas the Senior LAFCO Analyst is a working supervisor responsible for major functions of the program and staff supervision.

### Typical Tasks

- Plans, organizes, and directs the activities of staff in the receiving, processing and analyzing of applications and petitions for LAFCO action; determines legal acceptability for filings; checks and certifies petitions;
- Develops goals, policies and work programs subject to LAFCO review and approval; implements policies and procedures for carrying out functions of the program and evaluates programs and procedures for overall effectiveness;
- Reviews proposed local and state legislation; interprets and applies relevant state laws and local policies;
- Represents LAFCO matters before various public and private policy making boards and agencies and makes presentations to LAFCO or other local governments at public hearings;
- Conducts studies, prepares reports, and makes recommendations on proposals submitted to LAFCO involving jurisdictional/boundary and governance changes for cities or special districts;
- Manages and conducts special studies such as Municipal Service Reviews and Sphere of Influence studies involving inter-jurisdictional or inter-agency coordination;
- Defines personnel resource needs and allocates them as required to reach program objectives; selects and hires staff and ensures the orientation, training and developing of

### LAFCO Executive Officer

program staff; directs and evaluates the work of subordinate staff and consultants;

- Oversees LAFCO staff review of application processing including the creation of staff reports and holding of public hearings;
- Creates contracts to hire consultants; responsible for effective management of contracts to ensure that products are delivered;
- Prepares and administers LAFCO's annual budget;
- Acts as liaison between the Commission, the general public and other governmental agencies; develops public participation and outreach processes and explains LAFCO laws, policies and procedures to the public, community organizations, government agencies and the media;
- Keeps abreast of new trends and developments related to LAFCO's activities, rules and regulations;
- May be assigned Disaster Service Worker (DSW), as required;
- Performs other related duties, as required.

### Employment Standards

Sufficient education, training and experience that demonstrate the ability to perform the above tasks and possession and direct application of the knowledge and abilities:

**Training and Experience Note:** The required knowledge and abilities are attained through ... Relevant analytical, administrative, lead, supervisory or management experience that includes interpreting rules and regulations, gathering data and formulating recommendations, and report writing can substitute for education on a year-for-year basis;

The following knowledge and abilities would typically be acquired through possession of a Bachelor's Degree in Public Administration, City and Regional Planning or closely related field.

AND

Five (5) years of professional land use planning or administering a public program or related experience, including supervisory, management or administrative experience that demonstrates the ability to perform the typical tasks. A Master's degree in Public Administration or City and Regional Planning may be substituted for two (2) years of the required experience. A Master's degree in a closely related field may be substituted for one (1) year of the required experience.

LAFCO work experience or working in a professional capacity in city or county planning or public administration is highly desirable.

## LAFCO Executive Officer

### Special Requirements:

- Ability to travel to alternate locations in the course of work. If driving, possession of a valid California driver's license prior to appointment and the ability to qualify for and maintain a County driver authorization.
- \*As a condition of employment, pursuant to California Government Code Section 3100-3109 and Local Ordinance, all County of Santa Clara employees are designated Disaster Service Workers, including extra help. A DSW is required to complete all assigned DSW-related training, and in the event of an emergency, return to work as ordered.

### Knowledge of:

- Local Agency Formation Commission laws, practices/ procedures, and federal, state and local laws and guidelines related to environmental protection;
- Public administration and financing and functions of counties, cities, and special districts;
- Program development and evaluation;
- Urban and regional planning principles, practices and techniques;
- Contracts and the ability to hire consultants;
- Personnel management techniques;
- State and local laws relating to environmental protection;
- Principles of organization and administrative, fiscal and program management; principles of employee supervision, training and development;
- Communication techniques required for gathering, evaluating and transmitting information;
- Public outreach methods and procedures;
- Computer applications related to the work, including word processing, Geographical Information Systems (GIS) software and other common computer systems and applications.

### Ability to:

- Plan, organize and direct administrative and analytical support activities for LAFCO;
- Make independent decisions and accurate assessments;
- Develop creative and practical solutions to complex problems;
- Plan and assign workloads clearly and effectively;
- Write clear and concise reports;

**LAFCO Executive Officer**

- Develop and implement strategic plans that meet business goals and objectives in partnership with the Commission;
- Deal effectively with a variety of government and community officials;
- Organize public hearings and speak effectively in public;
- Integrate the activities of a program to attain program goals;
- Analyze, prepare and present comprehensive reports;
- Develop, recommend and implement effective courses of action;
- Develop and effectively utilize all available resources;
- Establish and maintain program's objectives, priorities and policies;
- Prepare and administer a budget;
- Communicate clearly and concisely in English, both orally and in writing.

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NS-5.08A.28



# County of Santa Clara

## Employee Services Agency

### Human Resources Department

County Government Center, East Wing

70 West Hedding Street, 8<sup>th</sup> Floor

San Jose, California 95110

(408) 299-5830 Fax: (408) 295-3065

Website: www.sccjobs.org



## Classification Report

Date: June 7, 2022

To: John P. Mills, Director, Employee Services Agency

From: Jennifer Arias, Senior Human Resources Analyst  
Employee Services Agency-Human Resources

Reviewed by: Anita Asher, Acting Human Resources Director

Subject: Classification Report - Local Agency Formation Commission (LAFCO) Series

### **Background**

Local Agency Formation Commission (LAFCO) of Santa Clara County is a state mandated independent local agency established to oversee the boundaries of cities and special districts in Santa Clara County. LAFCO contracts with the County of Santa Clara for staffing and services. LAFCO staff are County employees and are represented by County bargaining units - County Employees' Management Association (CEMA) and Service Employees International Union (SEIU) Local 521, respectively.

In October 2019, LAFCO contracted with Koff & Associates (K&A) to conduct a comprehensive organizational review and assessment study focusing on staffing levels, job specifications, compensation, and organizational and operational structure relative to an industry focused comparator group and best management practices. The Commission voted unanimously to pursue recommendations related to LAFCO staff positions, classification, and compensation. Thereafter, an Executive Management initiated study was submitted by the Office of the County Executive to address some of the organizational issues identified by K&A.

LAFCO's FY 2021 Budget includes \$250,000 under the Reserves line for two purposes: litigation reserve – for use if LAFCO is involved with any litigation; and contingency reserve – to be used for unexpected expenses, such as implementing recommendations.

There are five total positions allocated to the LAFCO department. Two (2) LAFCO Analyst positions, one (1) of which is currently vacant, and one (1) LAFCO Office Specialist, who all report directly to one (1) LAFCO Executive Officer. Collectively, the team provides professional and technical support to the commission. The Department's primary motivation for requesting

**Board of Supervisors:** Mike Wasserman, Cindy Chavez, Otto Lee, Susan Ellenberg, S. Joseph Simitian

**County Executive:** Jeffrey V. Smith

Attachment: LAFCO Classification Report (111176 : Approve Job Specifications and Amend Classification Plan to Add LAFCO Classes)

the study is to evaluate the assigned classifications and compensation to establish a structure more conducive to succession planning and operational goals.

### **Findings / Analysis**

Research for this study included the completion of Position Classification Questionnaires (PCQs) by the incumbents under study, interviews with the incumbents, a thorough review of the K&A study, and research of comparable classifications in other LAFCO Commissions within the greater Bay Area region.

### **LAFCO Analysts**

The LAFCO Commission supported the K&A recommendation to create a LAFCO Analyst classification series. This recommendation was to address the organizational challenge of succession planning.

Currently, the LAFCO Analyst job specification is a stand-alone advanced/journey-level classification defined as, “Under direction of the LAFCO Executive Officer, performs complex professional work on a variety of projects involving research, data collection and other related tasks in support of the Local Agency Formation Commission (LAFCO) of Santa Clara County; responsible for a variety of specialized studies involving data collection and analysis, report preparation and public contact.”

The Distinguishing Characteristics state, “The LAFCO Analyst works independently, reports to the LAFCO Executive Officer and provides direct assistance and input on policy development and program management. The LAFCO Analyst is distinguished from the LAFCO Executive Officer in that the LAFCO Analyst acts as program manager and project coordinator to implement various components of the LAFCO work program whereas the LAFCO Executive Officer is responsible for the entire program. The LAFCO Analyst supervises support staff, oversees consultants, and provides administrative assistance to the Executive Officer as required. The incumbent possesses specialized knowledge, including urban and regional planning, land development and environmental regulations.”

There are two (2) LAFCO Analyst positions. One is currently vacant, so tasks and responsibilities assigned to the former incumbent have been assessed for this study and are the basis for the following recommendations. LAFCO Analysts are assigned to perform specialized studies involving data collection and analysis in support of LAFCO. The most senior serves as a trainer and lead to resolve personnel matters, assists in the review of work from staff, and regularly acts on behalf of the Executive Officer in his/her absence. Though this responsibility is in the LAFCO Analyst job spec, it is only performed by one (1) of the two (2) LAFCO Analysts; yet both positions are equally classified. When the vacant position is filled, the most senior LAFCO Analyst will be expected to train and supervise the other, as was the case when both positions were filled. To have both analysts classified the same is an inaccurate depiction of duties, scope of responsibility, and level of independence performed by each incumbent.

Therefore, it is recommended to create a Senior LAFCO Analyst classification, which appropriately parses out the higher-level duties of supervision performed and to reclassify one (1) LAFCO Analyst to the Senior LAFCO Analyst. This advanced-level classification would serve as a working supervisor and carry out the policies and directives set forth by the Executive Officer. Further, it is recommended to alternately staff the position with the LAFCO Analyst classification for the department's flexibility in utilization and to appropriately adapt to staffing changes.

The current LAFCO Analyst job specification was created as an advanced/journey-level classification. This specialized classification furnishes a narrow candidate pool due to difficult to meet employment standards which, in part, require "Four (4) years of professional land use planning or administering a public program or related experience, including supervisory, management or administrative experience that demonstrates the ability to perform the typical tasks." To be equipped to hire new staff in response to turnover, it is recommended to establish a "feeder class" titled Associate LAFCO Analyst. An incumbent can receive on the job training in this class and, once a greater level of independence is developed, would have the opportunity to promote to the LAFCO Analyst classification.

The proposed Associate LAFCO Analyst is defined as, "Under direction, performs complex professional work on a variety of projects involving research, data collection and other related tasks in support of the Local Agency Formation Commission (LAFCO) of Santa Clara County; responsible for a variety of specialized studies involving data collection and analysis, report preparation and public contact."

The Employment Standards with proposed revisions state, in part, "*Sufficient education, training, and experience to demonstrate the ability to perform the above tasks, plus the possession and direct application of the following knowledge and abilities:*

***Training and Experience Note:*** *The required knowledge and abilities are attained through training and experience equivalent to a Bachelor's degree, preferably in Public Administration, City and Regional Planning, or a closely related field. Relevant analytical, administrative, lead, supervisory, or management experience that includes interpreting rules and regulations, gathering data and formulating recommendations, and report writing can substitute for education on a year-for-year basis.*"

The study found the former incumbent appropriately classified as LAFCO Analyst. The LAFCO Analyst job specification has been slightly revised to standardize job specification formatting and verbiage and to extract higher level supervision duties. With the removal of supervisory duties, the required experience for this classification has been reduced accordingly.

The LAFCO Analyst Definition states, "*Under direction, performs complex professional work on a variety of projects involving research, data collection, and other related tasks in support of the Local Agency Formation Commission (LAFCO) of Santa Clara County; responsible for a variety of specialized studies involving data collection and analysis, report preparation, and public contact.*"

The Employment Standards with proposed revisions state, in part, “*Sufficient education, training and experience to demonstrate the ability to perform the above tasks, plus the possession and direct application of the following knowledge and abilities:*

***Training and Experience Note:*** *The required knowledge and abilities are attained through training and experience equivalent to a Bachelor's degree, preferably in Public Administration, City and Regional Planning, or a closely related field. Relevant analytical, administrative, lead, supervisory, or management experience that includes interpreting rules and regulations, gathering data and formulating recommendations, and report writing can substitute for education on a year-for-year basis;*

*and*

*Two (2) years of experience performing analytical work in support of a Local Agency Formation Commission (LAFCO), which required report writing; data collection and analysis; and the interpretation and application of state laws related to CEQA in order to formulate recommendations.*

*A Master's degree in Public Administration, City and Regional Planning, or a closely related field may substitute for one (1) year of the required experience.”*

The proposed Senior LAFCO Analyst Definition states, “*Under general direction, assists in carrying out the policies and directives of the Local Agency Formation Commission (LAFCO) of Santa Clara County; administers and supervises day-to-day activities, duties, and responsibilities of LAFCO programs; and performs complex professional work on a variety of projects involving research, data collection, and other related tasks in support of the Local Agency Formation Commission (LAFCO) of Santa Clara County.*”

The Employment Standards state, in part, “*Sufficient education, training, and experience to demonstrate the ability to perform the above tasks, plus the possession and direct application of the following knowledge and abilities:*

***Training and Experience Note:*** *The required knowledge and abilities are attained through training and experience equivalent to a Bachelor's degree, preferably in Public Administration, City and Regional Planning, or a closely related field. Relevant analytical, administrative, lead, supervisory, or management experience that includes interpreting rules and regulations, gathering data and formulating recommendations, and report writing can substitute for education on a year-for-year basis;*

*and*

*Four (4) years of experience performing analytical work in support of a Local Agency Formation Commission (LAFCO), which required report writing; data collection and analysis; and the interpretation and application of state laws related to CEQA in order to formulate recommendations;*

*A Master's degree in Public Administration, City and Regional Planning, or a closely related field may substitute for one (1) year of the required experience."*

### **LAFCO Office Specialist**

The current LAFCO Office Specialist (OS) incumbent has been with LAFCO since the inception of the classification. When this classification was originally created, it was tailored to the tasks that the incumbent performed. Due to limited staff, it was necessary for the role to span across the functions of skilled clerical/technical and analytical.

On a go-forward basis, the Department envisions revising this classification to focus on the clerical and technical aspects of the job. This concept is consistent with the scope of work assigned to other similar classes in comparable jurisdictions. The five (5) counties of Alameda, Contra Costa, San Francisco, Santa Cruz, and San Mateo were surveyed for comparable classifications. Comparisons identified include LAFCO Clerk, Alameda County; Executive Assistant I, (working title LAFCO Clerk) Contra Costa County; and Commission Clerk, Santa Cruz County. The scope of work assigned to these classifications includes the broad areas of providing secretarial support to the commission, maintaining office needs, serving as webmaster for online site, and maintaining filing system requirements.

The current incumbent performs these duties and more on an ongoing basis. The analytical work performed by the LAFCO OS includes assisting with reports, determining jurisdictional boundary changes, and participating in LAFCO studies. Upon review of the comparable classifications in other jurisdictions, none of them perform these duties. To align with industry standard in the utilization of this classification, it is recommended to revise the classification to remove the analytical component of the job, which is more appropriate for an analyst-type classification. This adjustment will not only align with industry standard but will simplify future recruitment efforts, as the skills necessary for the job will have a more defined scope.

Therefore, it is recommended to delete the following typical tasks:

- Determines the location of cities and special districts boundaries, urban service areas and sphere of influence boundaries in response to inquiries by public/private agencies,
- Reviews and verifies changes made to cities and special district layers in GIS;
- Conducts research and generates vicinity maps of boundaries for cities and special districts upon request;
- Develops and conducts countywide surveys; conducts and participates in a variety of analytical studies and surveys on policies and procedures of LAFCOs throughout the State.

The duties above are encompassed in the work assigned to the new concept of Associate LAFCO Analyst. It is also recommended to revise the following typical task, from "Conducts research, collects and compiles a variety of information, including quantitative data, relating to the work of LAFCO, prepares comparative analysis of data; compiles background information for reports and assists with development of presentation materials for community meetings and public hearings,"

to “Assists with development of presentation materials for community meetings and public hearings.”

Additionally, it was most common to find “clerk” in the titles of the surveyed classifications. Therefore, to be more consistent with the market, it is recommended to retitle the LAFCO Office Specialist to LAFCO Clerk.

Lastly, revisions to the job specification are recommended to align with the County’s current job specification formatting and to incorporate some of the recommended verbiage proposed by K&A which, in some cases, was more descriptive.

It is further recommended to reclassify the incumbent to the new Associate LAFCO Analyst, which describes the analytical work performed by the incumbent, such as assisting with studies, reviewing and determining jurisdictional boundary changes, and writing reports.

### **LAFCO Executive Officer**

It is necessary to revise the LAFCO Executive Officer to align with the proposed changes to the LAFCO Analyst series. In the process, the class specification has been revised to adhere to standard formatting for class specifications within the County.

### **Salary Analysis**

A salary survey was conducted of the following large Bay Area counties: Alameda, Contra Costa, San Francisco, San Mateo, and Santa Cruz, and cities within Santa Clara County for all LAFCO staff positions.

### **LAFCO Clerk**

Three (3) entities within the survey have classifications comparable to LAFCO Clerk. The average highest effective hourly salary of these three (3) entities is \$36.72 (excludes County of Santa Clara). The LAFCO Clerk effective wage is 11% above the average. Therefore, no change is recommended to the LAFCO Clerk salary.

### **LAFCO Analyst Series**

The LAFCO Analyst serves as the benchmark for compensation for the remainder of the series. Three (3) entities within the survey have classifications comparable to the LAFCO Analyst classification. The average highest effective hourly salary of these three (3) entities is \$59.62 (excludes County of Santa Clara). The LAFCO Analyst is 13% above the average and thus is competitive in the Bay Area market and appropriately compensated.

It is recommended to compensate the Associate LAFCO Analyst \$37.440 - \$45.510 max hourly. It is recommended to compensate the proposed Senior LAFCO Analyst 10% above the LAFCO Analyst for the higher-level duties performed on an ongoing basis. This is an hourly rate of \$62.934 - \$76.531 max hourly.

### **LAFCO Executive Officer**

Comparable classifications were identified in all entities surveyed, except the County of San Francisco. The survey found that the average maximum hourly salary is \$81.39 placing the

current salary for the County of Santa Clara's LAFCO Executive Officer six percent (6%) below the average top salary of the counties surveyed. Therefore, a 10% increase is proposed to make the LAFCO Executive Officer salary competitive with the market average. This is an hourly rate of \$71.112 – \$86.431.

There is a 10% difference between the proposed salary for the LAFCO Executive Officer and the Senior LAFCO Analyst; therefore, there is no compaction.

### **Recommendations**

- Create the Associate LAFCO Analyst classification and compensate it at \$37.440 - \$45.510 hourly.
- Create the Senior LAFCO Analyst classification and compensate it at \$62.934 - \$76.531 hourly.
- Add one (1) alternately staffed LAFCO Analyst/Associate LAFCO Analyst in BU 113.
- Add one (1) alternately staffed Senior LAFCO Analyst/LAFCO Analyst in BU 113.
- Revise and retitle the LAFCO Office Specialist to LAFCO Clerk.
- Revise the LAFCO Analyst job specification.
- Revise the LAFCO Executive Officer job specification.
- Reclassify one (1) LAFCO Analyst position to Senior LAFCO Analyst/LAFCO Analyst in BU 113.
- Reclassify one (1) LAFCO Office Specialist position to Associate LAFCO Analyst in BU 113.
- Delete two (2) LAFCO Analyst positions in BU 113.
- Increase the salary range for the LAFCO Executive Officer to \$71.112 – \$86.431 hourly.

### **Fiscal Implications**

The maximum base annualized cost of the recommendations is approximately \$25,376.

### **Attachments**

- Job classifications
- Salary Analysis worksheet
- Position Mapping

County of Santa Clara  
Employee Services Agency



111181 A

**DATE:** June 7, 2022

**TO:** Board of Supervisors

**FROM:** John P. Mills, Director, Employee Services Agency

**SUBJECT:** Adopt Salary Ordinance related to New Classifications and Associated Actions in LAFCO

**RECOMMENDED ACTION**

Adoption of Salary Ordinance No. NS-5.22.146, an Ordinance amending Santa Clara County Salary Ordinance No. NS-5.22 relating to compensation of employees deleting one LAFCO Analyst position and one LAFCO Analyst or Senior Management Analyst position and adding one LAFCO Analyst or Associate LAFCO Analyst position and one Senior LAFCO Analyst or LAFCO Analyst position in the Local Agency Formation Commission; and amending the Salary Schedule to add the classifications of Associate LAFCO Analyst and Senior LAFCO Analyst, retitle the classification of LAFCO Office Specialist to LAFCO Clerk, and increase the salary of the LAFCO Executive Officer classification by ten percent.

- Introduce, waive reading, and preliminarily adopt on June 7, 2022.
- Adopt (Final) on June 28, 2022.

**FISCAL IMPLICATIONS**

Please refer to Legislative File #111176.

**LINKS:**

- Linked To: 111176 : Consider recommendations relating to the Local Agency Formation Commission (LAFCO) Classification Series.

**ATTACHMENTS:**

- NS-5.22.146 - ESA - Various actions related to the LAFCO Classification Study (PDF)



ORDINANCE NO. NS-5.22.146

AN ORDINANCE AMENDING SANTA CLARA COUNTY ORDINANCE NO. NS-5.22 RELATING TO THE COMPENSATION OF EMPLOYEES

The Board of Supervisors of the County of Santa Clara ordains as follows:

SECTION 1:

In SECTION 10 – LOCAL AGENCY FORMATION COMM – BU 113 the following shall be deleted:

- 1 D4F LAFCO Analyst
- 1 D4F LAFCO Analyst
- OR B1N Senior Management Analyst

SECTION 2:

In SECTION 10 – LOCAL AGENCY FORMATION COMM – BU 113 the following shall be added:

- 1 D4F LAFCO Analyst
- OR D4B Associate LAFCO Analyst
- 1 D4C Senior LAFCO Analyst
- OR D4F LAFCO Analyst

SECTION 3:

The Salary Schedule shall be amended to add the classifications and salaries listed below:

D4B Associate LAFCO Analyst

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	37.440	39.460	41.480	43.490	45.510
BIWEEKLY	2995.20	---	---	---	3640.80

D4C Senior LAFCO Analyst

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	62.934	66.103	69.415	72.884	76.531
BIWEEKLY	5034.72	---	---	---	6122.48

SECTION 4:

The Salary Schedule shall be amended to change the title of the LAFCO Office Specialist classification as listed below:

D5F LAFCO Clerk

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	32.756	34.361	36.014	37.771	39.580
BIWEEKLY	2620.48	---	---	---	3166.40

SECTION 5:

The Salary Schedule shall be amended to read as follows:

D6F LAFCO Executive Officer

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	71.112	74.665	78.397	82.318	86.431
BIWEEKLY	5688.96	---	---	---	6914.48

SECTION 6:

This Ordinance shall take effect June 28, 2022. This Ordinance shall be implemented on July 11, 2022.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, on \_\_\_\_\_ by the following vote:

- AYES:
- NOES:
- ABSENT:

\_\_\_\_\_  
 Mike Wasserman, President  
 Board of Supervisors

Signed and Certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

Attest:

\_\_\_\_\_  
 TIFFANY LENNEAR  
 Clerk of the Board of Supervisors

County of Santa Clara  
Employee Services Agency

**ITEM # 7**  
**Attachment B**



111181 A

**DATE:** June 28, 2022

**TO:** Board of Supervisors

**FROM:** John P. Mills, Director, Employee Services Agency

**SUBJECT:** Adopt Salary Ordinance related to New Classifications and Associated Actions in LAFCO

**RECOMMENDED ACTION**

Adoption of Salary Ordinance No. NS-5.22.146, an Ordinance amending Santa Clara County Salary Ordinance No. NS-5.22 relating to compensation of employees deleting one LAFCO Analyst position and one LAFCO Analyst or Senior Management Analyst position and adding one LAFCO Analyst or Associate LAFCO Analyst position and one Senior LAFCO Analyst or LAFCO Analyst position in the Local Agency Formation Commission; and amending the Salary Schedule to add the classifications of Associate LAFCO Analyst and Senior LAFCO Analyst, retitle the classification of LAFCO Office Specialist to LAFCO Clerk, and increase the salary of the LAFCO Executive Officer classification by ten percent.

- Introduce, waive reading, and preliminarily adopt on June 7, 2022.
- Adopt (Final) on June 28, 2022.

**FISCAL IMPLICATIONS**

Please refer to Legislative File #111176.

**LINKS:**

- Linked To: 111176 : 111176

**ATTACHMENTS:**

- NS-5.22.146 - ESA - Various actions related to the LAFCO Classification Study (PDF)

**HISTORY:**

06/07/22 Board of Supervisors ADOPTED (PRELIM.)

Next: 06/28/22

ORDINANCE NO. NS-5.22.146

AN ORDINANCE AMENDING SANTA CLARA COUNTY ORDINANCE NO. NS-5.22 RELATING TO THE COMPENSATION OF EMPLOYEES

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D4C Senior LAFCO Analyst

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOURLY	62.934	66.103	69.415	72.884	76.531
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PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, on \_\_\_\_\_ by the following vote:

- AYES:
- NOES:
- ABSENT:

\_\_\_\_\_  
 Mike Wasserman, President  
 Board of Supervisors

Signed and Certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

Attest:

\_\_\_\_\_  
 TIFFANY LENNEAR  
 Clerk of the Board of Supervisors



ANNUAL REPORT 2021-2022

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SANTA  
CLARA  
LAFCO



## MISSION

The Local Agency Formation Commission (LAFCO) is a state mandated local agency established to oversee the boundaries of cities and special districts.

The mission of LAFCO is to promote sustainable growth and good governance in Santa Clara County by:

- » preserving agricultural lands and open space,
- » curbing urban sprawl,
- » encouraging efficient delivery of services,
- » exploring and facilitating regional opportunities for fiscal sustainability, and
- » promoting accountability and transparency of local agencies.

LAFCO will be proactive in raising awareness and building partnerships to accomplish this through its special studies, programs and actions.

## COMMISSIONERS

Rich Constantine, Chairperson  
Mike Wasserman, Vice Chairperson  
Susan Ellenberg  
Sergio Jimenez  
Yoriko Kishimoto  
Linda J. LeZotte  
Susan Vicklund Wilson

## ALTERNATE COMMISSIONERS

Helen Chapman  
Cindy Chavez  
Matt Mahan  
Russ Melton  
Terry Trumbull

## STAFF

Emmanuel Abello  
Dunia Noel  
Neelima Palacherla

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- » LAFCO Receives Commendation from County for the 50th Anniversary of CUDPs
- » Review and Processing of Applications
- » Policy Revisions
- » Public Information and Customer Service
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- » Administrative Activities

## UPCOMING PROJECTS 9

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## APPENDIX 10

- » Application Processing Record FY 2021-2022



# PROGRAM HIGHLIGHTS

## LAFCO'S COUNTYWIDE FIRE SERVICE REVIEW CONTINUES

The Countywide Fire Service Review is part of LAFCO's third round of service reviews. LAFCO has previously conducted two Countywide Fire Service Reviews, one in 2004 and another in 2010. In May 2021, it began its current Countywide Fire Service Review. LAFCO conducted its initial community engagement and outreach efforts during Summer 2021 and data collection efforts began soon after. However, LAFCO paused the project in January 2022 to retain a new consultant to conduct the study. In June 2022, LAFCO retained AP Triton, LLC to resume and complete the service review under a revised timeline.

LAFCO staff recently updated the project webpage with this new information. We encourage the public and local agencies to sign up to receive emails and notices from LAFCO on this Service Review.

In early August 2022, LAFCO staff and the new consultant team will hold kick-off meetings with the Technical Advisory Committee and with the fire service providers prior to beginning the data collection process.

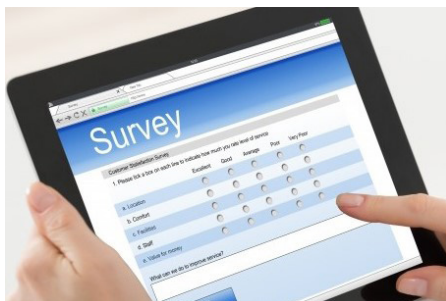
### 2021 COMMUNITY ENGAGEMENT AND OUTREACH EFFORTS

In an effort to promote broad-based participation in the Countywide Fire Service Review, LAFCO developed and began implementing a Community Engagement and Outreach Plan to increase public awareness of its service review program, and to provide opportunities for community members, service providers, affected agencies, the general public, and other interested parties to engage in the service review process and provide timely feedback.

### ARE YOU SIGNED UP TO RECEIVE UPDATES?

We encourage you to sign-up here to receive email updates and notices from LAFCO on this Service Review.

» [SIGN UP HERE](#)



### Online Survey

In August 2021, an online community survey on fire service was released on the project webpage. The purpose of the survey was to evaluate fire services and determine the community's level of wildfire preparedness. The survey, which is now closed, was provided in both English and Spanish to engage a broad section of the community.

# PROGRAM HIGHLIGHTS

## LAFCO'S COUNTYWIDE FIRE SERVICE REVIEW CONTINUES

### Community Meetings

Also, in August 2021, three virtual Community Meetings were held by LAFCO in partnership with local fire service providers. Each meeting included similar content but was targeted to communities in different parts of the county (south Santa Clara County, central and east Santa Clara County, and north and west Santa Clara County). The meetings were an opportunity for the public and local agencies to learn more about the Countywide Fire Service Review, provide input on fire service and emergency medical service in their community, and hear from local fire service providers about fire safety and wildfire preparedness.

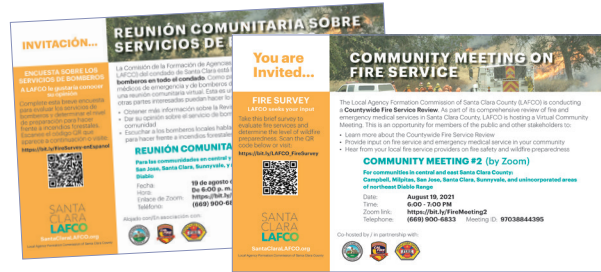
#### COMMUNITY MEETING #1 (08/17/2021)

For communities in south Santa Clara County: Morgan Hill and Gilroy, and unincorporated areas south of San Jose, including San Martin, southeast Diablo Range and southwest Santa Cruz Mountains



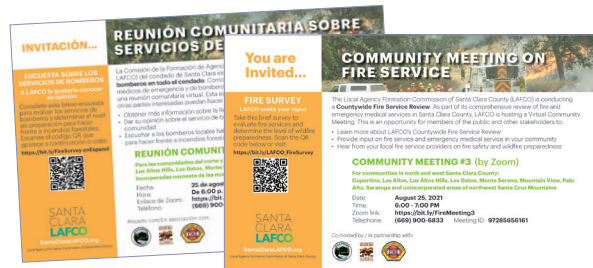
#### COMMUNITY MEETING #2 (08/19/2021)

For communities in central and east Santa Clara County: Campbell, Milpitas, San Jose, Santa Clara, Sunnyvale, and unincorporated areas of northeast Diablo Range



#### COMMUNITY MEETING #3 (08/25/2021)

For communities in north and west Santa Clara County: Cupertino, Los Altos, Los Altos Hills, Los Gatos, Monte Sereno, Mountain View, Palo Alto, Saratoga and unincorporated areas of northwest Santa Cruz Mountains



A summary of the survey results and the input received at the three community meetings will be included in the service review report. LAFCO's new consultant will take this information into consideration as they prepare the service review.

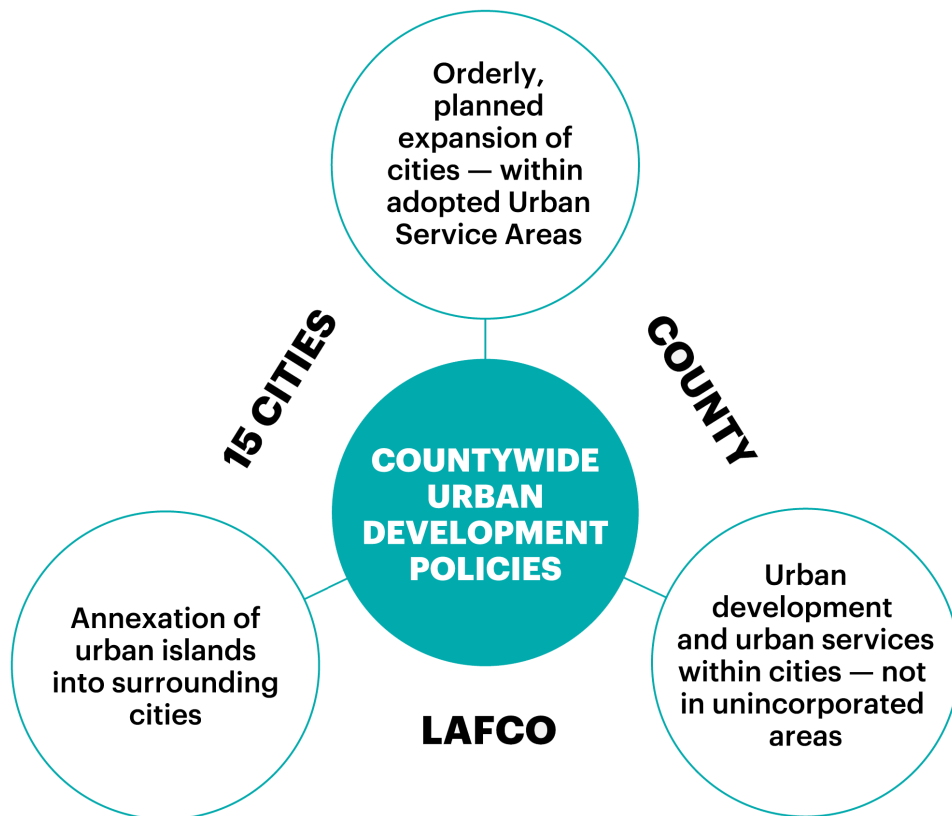
# PROGRAM HIGHLIGHTS

## LAFCO AFFIRMS THE COUNTYWIDE URBAN DEVELOPMENT POLICIES

In April 2022, LAFCO adopted a resolution to affirm the **Countywide Urban Development Policies (CUDPs)** and to comprehensively document their history and ongoing beneficial impacts.

LAFCO, the 15 cities and the County jointly adopted the groundbreaking CUDPs in the early 1970s. Today, these growth management policies remain the foundation of all LAFCO policies, and of most cities' and County general plans in Santa Clara County.

The CUDPs are consistent with climate resiliency concepts that have taken shape in the last 20 to 30 years and play an important role in helping to prevent urban sprawl, protect farmland from conversion to urban development, mitigate the impacts of climate change, and promote the efficient delivery of local governmental services and infrastructure in Santa Clara County.



# PROGRAM HIGHLIGHTS

## LAFCO RECEIVES COMMENDATION FROM COUNTY FOR THE 50TH ANNIVERSARY OF CUDPs

In December 2021, the Board of Supervisors of the County of Santa Clara presented LAFCO with a commendation for the 50th Anniversary of its “Countywide Urban Development Policies” recognizing the importance and relevance of the policies to planning and decision making in Santa Clara County not just over the last five decades but into the foreseeable future.



## REVIEW AND PROCESSING OF APPLICATIONS

The number of applications LAFCO processes varies each year.

LAFCO staff processed four city-conducted annexations. They include three annexations

to the Town of Los Gatos totaling 2.42 acres, and one annexation to the City of San Jose totaling 1.36 acres.

In April 2022, LAFCO reviewed and forwarded a favorable recommendation to San Mateo LAFCO for their final action, on a proposal involving a sphere of influence amendment and annexation to the West Bay Sanitary District (WBSD). San Mateo LAFCO is the Principal LAFCO for WBSD, and Santa Clara LAFCO’s action was only advisory.

In April 2022, in relation to a single project, LAFCO approved an amendment to the urban service area and sphere of influence boundaries for the cities of Cupertino and San Jose, and approved an amendment to the sphere of influence for the Santa Clara County Central Fire Protection (CCFD) District, and conditionally approved a concurrent detachment of 7.91 acres of land from the City of San Jose and annexation of that land to the City of Cupertino, and conditionally approved an annexation of 7.91 acres to the CCFD.

Additionally, in April 2022, LAFCO approved the dissolution of County Service Area for Library Services (CSA-1), an inactive special district.

LAFCO’s Application Processing Record for the period July 1, 2021 to June 30, 2022 is included in the Appendix.

# PROGRAM HIGHLIGHTS

## POLICY REVISIONS

The Commission periodically amends LAFCO's Bylaws to provide further clarity on the Commission's practices and procedures. LAFCO amended its Bylaws in April 2021 to include new policies related to "Communicating a Position on Proposed Legislation of Relevance to LAFCO" and "Providing Written Comments on Documents or Projects of Relevance to LAFCO." The Commission also adopted new "Legislative Policies" to guide LAFCO's actions related to legislative matters.

## PUBLIC INFORMATION AND CUSTOMER SERVICE

Staff routinely responds to numerous inquiries from the general public, property owners, developers, real estate agents, and attorneys about a variety of topics, including location of boundaries, annexation date and records, property tax bills and special assessments, nearest or appropriate service providers, LAFCO policies and procedures, etc.

Staff also responds to Public Records Act (PRA) Requests, most of which require a significant amount of research and records gathering. This past year LAFCO staff responded to an unusually high number of PRA Requests.

## PRE-APPLICATION MEETINGS AND OTHER DISCUSSIONS

Staff conducts pre-application meetings to inform prospective applicants of the LAFCO policies and procedures that apply to the anticipated projects and to discuss any potential concerns. This allows the applicant to consider and address these concerns before applying to LAFCO.

Pre-application meetings and/or discussions were held with the following to provide guidance:

- Representatives of Kerley Ranch/Integral Communities, regarding a proposed Gilroy USA Amendment (August 2021 and November 2021)
- City of Los Gatos staff, regarding potential island annexations (September 2021)
- City of Sunnyvale staff, regarding a potential sewer service extension to Moffett Field/NASA Ames (October 2021)
- Proponents regarding the potential incorporation of Almaden Valley Area, part of which lies in San Jose (November 2021 and December 2021)
- City of Monte Sereno staff and County Roads and Airports staff, regarding the City's boundaries and potential island annexations (March 2022)
- Santa Clara County Planning Office staff, regarding the County's Housing Element Update 2023-2031 (February 2022 and May 2022)
- Lion's Gate Community Services District and a property owner, regarding concerns about a lack of transparency and accountability in District operations (February 2022)

# PROGRAM HIGHLIGHTS

## COMMENT LETTERS

Staff provides written comments on various proposed projects to ensure that LAFCO's concerns are known and considered early in an agency's project review process. LAFCO submitted comment letters on the following:

- Support for County of Santa Clara's Appeal of the 2023-2031 RHNA Cycle Allocation (ABAG, August 2021)
- San Jose Planning Staff Recommendation on the Long-Term Future of Coyote Valley: North, Mid- and South Coyote Valley (City of San Jose, November 2021)

## COUNTYWIDE ASSOCIATIONS AND WORKING GROUPS

Staff attends the meetings of pertinent countywide associations to provide updates on LAFCO activities that are of interest to local agencies, including special districts, cities and the County. Staff regularly attend and participate in the following:

- Santa Clara County Special Districts Association Quarterly Meetings
- Santa Clara County Association of Planning Officials Monthly Meetings
- Interjurisdictional GIS Working Group

## OUTREACH AND EDUCATION EFFORTS

### PRESENTATIONS ON LAFCO

As part of LAFCO's ongoing outreach efforts, staff conducts presentations on LAFCO to

increase awareness about LAFCO's goals and actions. Staff made presentations providing an overview of LAFCO, to the following entities / individuals:

- Leadership Sunnyvale, as part of their program curriculum on special districts and LAFCO (December 2021)
- Santa Clara County Civil Grand Jury (June 2022)
- LAFCO orientation for the new Chief of Staff and Board Aide for LAFCO Commissioner Wasserman

## CALAFCO ACTIVITIES

Santa Clara LAFCO participates in CALAFCO activities, time permitting. Due to the pandemic, the 2021 CALAFCO Annual Conference and 2022 Staff Workshop were canceled. In lieu of the Annual Conference and Staff Workshop, CALAFCO offered several on-demand virtual webinars on various topics of interest. LAFCO staff benefitted from webinars held on fire and emergency medical response services and on hiring challenges and opportunities in a post-pandemic world.

In December 2021, LAFCO staff met with the staff from other Bay Area LAFCOs to discuss relevant topics, including fire service reviews, staff recruitment efforts, the community service district formation process, and transferring services from a city to a special district.

# PROGRAM HIGHLIGHTS

## LAFCO LEGISLATIVE POSITIONS & CALAFCO LEGISLATIVE COMMITTEE

In Fiscal Year 2021-2022, Santa Clara LAFCO took a position on the following bills:

- Support: AB 2957 (Assembly Local Government Committee) CALAFCO Omnibus Bill
- Support: SB 938 (Hertzberg) CKH Act of 2000: Protest Proceedings: Procedural Consolidation

Executive Officer Palacherla has served on the CALAFCO Legislative Committee for many years, including serving on the Committee through October 2021. The Committee meets regularly during the legislative session to propose new legislation to help clarify LAFCO procedures, address LAFCO issues, and to discuss and take positions on proposed legislation affecting LAFCOs. EO Palacherla is currently not serving on the Committee due to workload issues.

## ADMINISTRATIVE ACTIVITIES

### COMPREHENSIVE ORGANIZATIONAL ASSESSMENT STUDY COMPLETED: IMPLEMENTATION IN PROGRESS

In order to address various organizational issues, and to support performance management, employee development and succession planning efforts, LAFCO retained Koff & Associates to conduct a Comprehensive Organizational Review and Assessment Study of LAFCO.

In August 2020, LAFCO voted unanimously to receive the consultant's report, and to pursue certain recommendations relative to LAFCO staff positions, classification, and compensation and performance evaluation.

On October 1, 2020, the LAFCO Ad Hoc Committee on Organizational Assessment (composed of 2020 LAFCO Chair Sergio Jimenez, 2020 Vice-Chair Susan Ellenberg, and Finance Committee Chair Russ Melton) requested that the County consider and evaluate its recommendations.

The County accepted the request and completed the classification study including recommendations for staffing structure, job specifications and salary ranges for LAFCO staff positions in June 2022. The County Board of Supervisors (BoS) approved these recommendations and they became effective in mid-July 2022.

## CHANGES IN LAFCO MEMBERSHIP

In February 2022, the Santa Clara Valley Water District appointed Board Member Linda J. LeZotte as the regular LAFCO member. Commissioner LeZotte replaced Commissioner Gary Kremen. Commissioner LeZotte's term on LAFCO expires on May 31, 2023.

# PROGRAM HIGHLIGHTS

## STAFFING CHANGES

Since the LAFCO Analyst's departure in January 2021, LAFCO has been operating with a staff of three, which is a 25% reduction in terms of total staff resources. Until staffing levels can return to normal, LAFCO operations will be significantly impacted. With the recent completion of the County's classification study for LAFCO, LAFCO can now proceed with recruitment and hiring.

## LAFCO LEASE EXTENSION

Since March 2017, LAFCO has leased private office space at 777 North First Street by an executed lease that was to end on May 5, 2022. After staff's research of alternative options, in February 2022, LAFCO extended the lease for the current office space for a five-year lease term not to exceed a total cost of \$280,908. LAFCO also directed staff to work closely with the County, one or two years prior to LAFCO's lease extension expiration date in 2027, to explore whether the County can meet its office space needs going forward.

## LAFCO'S OPERATIONS DURING COVID-19

In light of COVID-19 response measures from the Governor of the State of California and the Santa Clara County Public Health Department, LAFCO staff have successfully adopted remote and hybrid work practices since March 16, 2020. Since that date, LAFCO

has held all of its regular and special meetings by virtual teleconference using Zoom. This continues to result in strong public and local agency attendance and participation.

## INDEPENDENT ANNUAL FINANCIAL AUDIT & CONTRACT EXTENSION

LAFCO completed its fourth **Annual Financial Audit for FY 2021** ending on June 30, 2021. The audit was conducted by Chavan & Associates, LLP (C&A) in accordance with the generally accepted auditing standards as specified in the report. The auditors found LAFCO's financial statements present fairly, in all material aspects, the financial position of LAFCO. LAFCO also extended the term of its service agreement with C&A to include two additional audits (for Fiscal Years ending 2022 and 2023).



# UPCOMING PROJECTS

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## **GILROY URBAN SERVICE AREA AMENDMENT 2021**

In April 2021, LAFCO received an urban service area amendment request from the City of Gilroy. The proposal, titled Gilroy Urban Service Area Amendment 2021 (Wren Investors & Hewell), consists of two areas located north of the city limits that together total approximately 55+ acres in size. LAFCO staff has requested additional clarification from the City on the proposal. LAFCO's future consideration of the proposal is pending the City's submittal of requested information.

and to better align and clarify consistency of the policies with the Cortese Knox Hertzberg Local Government Reorganization Act. However, apart from LAFCO reaffirming the Countywide Urban Development Policies at its April 2022 meeting, this project was paused partly due to the application workload, increased demand for LAFCO services and staff's efforts to prioritize and meet the needs of the local agencies and the public, and staffing issues including a vacant analyst position since January 2021.

## **THIRD ROUND SERVICE REVIEWS**

It is anticipated that LAFCO's Countywide Fire Service Review will be completed by the end of June 2023. Per LAFCO's work plan for conducting its third round of service reviews, a countywide water and wastewater service review would follow.

## **COMPREHENSIVE REVIEW AND UPDATE OF LAFCO POLICIES**

In 2020, LAFCO staff and its consultant began reviewing and preparing updates to LAFCO policies which are all very interconnected. The purpose of the comprehensive review and update is to strengthen the policies, to increase clarity and transparency, to enable LAFCO to better meet its legislative mandate,

# LAFCO APPLICATION PROCESSING RECORD

JULY 1, 2021 TO JUNE 30, 2022

## CITY-CONDUCTED ANNEXATIONS

CITY	PROPOSAL NAME	DATE RECORDED	DOCUMENT #	ACREAGE
Los Gatos	Winterbrook No. 6	10/13/21	25130547	0.32
	Winterbrook No. 7	12/10/21	25191917	0.95
	Roseleaf Lane No. 1	04/22/22	25288544	1.15
				<i>City Total</i>
San Jose	Parker No. 28	12/08/21	25188461	1.36
				<i>City Total</i>
<i>City-Conducted Annexations Total Acreage</i>				<b>3.78</b>

## LAFCO-HEARD CHANGE OF ORGANIZATION AND URBAN SERVICE AREA / SPHERE OF INFLUENCE AMENDMENT

CITY	PROPOSAL NAME	LAFCO ACTION	DOCUMENT #	ACREAGE
Cupertino	Lawrence Expressway-Mitty Way USA/SOI Amendment and Reorganization 2022	Approved 04/06/22	TBD	7.91
<i>LAFCO-Heard Change of Organization &amp; USA/SOI Amendment Total Acreage</i>				<b>7.91</b>

## SPHERE OF INFLUENCE AMENDMENT AND ANNEXATIONS TO SPECIAL DISTRICTS

AGENCY	PROPOSAL NAME	LAFCO ACTION	DOCUMENT # DATE RECORDED	ACREAGE APPROVED
Santa Clara County Central Fire Protection District	Lawrence Expressway- Mitty Way Reorganization 2022	Approved 04/06/22	TBD	7.91
				<i>District Total</i>
West Bay Sanitary District	West Bay Sanitary District 2022-01 (Alpine Road)	Approval Recommendation 04/06/22	TBD	4.15
				<i>District Total</i>
<i>SOI Amendment &amp; Annexations to Special Districts Total Acreage</i>				12.06

## DISSOLUTION OF INACTIVE SPECIAL DISTRICT

AGENCY	PROPOSAL NAME	LAFCO ACTION	DOCUMENT # DATE RECORDED
County Service Area for Library Services (CSA-1) Dissolution	Dissolution of Inactive Special District – County Service Area for Library Services (CSA-1)	Approved 04/06/22	25302464 05/13/22



# SANTA CLARA LAFCO

FOR THE GOOD OF THE WHOLE

Local Agency Formation Commission  
of Santa Clara County

777 North First Street, Suite 410  
San Jose, CA 95112

408.993.4705  
[lafco@ceo.sccgov.org](mailto:lafco@ceo.sccgov.org)

[SantaClaraLAFCO.org](http://SantaClaraLAFCO.org)



**Local Agency  
Formation Commission  
of Santa Clara County**  
777 North First Street  
Suite 410  
San Jose, CA 95112  
[SantaClaraLAFCO.org](http://SantaClaraLAFCO.org)

**Commissioners**  
Rich Constantine  
Susan Ellenberg  
Sergio Jimenez  
Yoriko Kishimoto  
Linda J. LeZotte  
Mike Wasserman  
Susan Vicklund Wilson

**ITEM # 9**

**Alternate Commissioners**  
Helen Chapman  
Cindy Chavez  
Matt Mahan  
Russ Melton  
Terry Trumbull  
**Executive Officer**  
Neelima Palacherla

**LAFCO MEETING: August 3, 2022**

**TO: LAFCO**

**FROM: Neelima Palacherla, Executive Officer  
Dunia Noel, Asst. Executive Officer**

**SUBJECT: EXECUTIVE OFFICER'S REPORT**

**STAFF RECOMMENDATION**

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Accept reports and provide direction, as necessary.

**9.1 COMMUNITY WORKSHOPS ON COUNTY'S 2023-2031 HOUSING ELEMENT UPDATE**

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On July 19, 2022 and July 21, 2022, Asst. EO Noel attended the County's two online workshops on its 2023-2031 Housing Element Update. The first workshop focused on the unincorporated rural area (South County, San Martin, and Other Rural Areas) and the second workshop focused on the incorporated urban area (County Islands and Urban Service Area Neighborhood). At the latter workshop, Asst. EO Noel provided public comment. She reiterated that LAFCO supports the goal of developing more housing in Santa Clara County and encourages the County to locate housing development on lands that are already within cities' Urban Service Areas (USAs) so that these lands can be annexed and effectively served by the cities. She noted that this will help curb urban sprawl and prevent the premature conversion of agricultural lands.

As reported at the June 1, 2022 LAFCO Meeting (see Agenda Item # 8.2 of June 2022 LAFCO Meeting, Executive Officer's Report), staff has provided similar comments on this topic in prior discussions with the County.

**9.2 PRESENTATIONS TO SANTA CLARA COUNTY CIVIL GRAND JURY**

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On June 16, 2022, and June 23, 2022 EO Palacherla gave educational presentations on LAFCO to the Santa Clara County Civil Grand Jury (CGJ) at their request. The first virtual presentation included information on the history and purpose of LAFCO, its State mandate, the role of commissioners and staff, and key planning boundaries, Santa Clara LAFCO's regulatory and planning tools, and the application review process. The second virtual presentation focused on LAFCO's service reviews

program, decision-making process, policies and procedures, outreach and collaboration efforts, and current/upcoming projects.

Following these presentations, hard copies of LAFCO's County and Cities Boundaries wall map and the What is LAFCO? Brochure were provided to the CGJ for distribution to its members.

### **9.3 FIRST AMENDMENT TO THE WEBSITE HOSTING AND MAINTENANCE AGREEMENT WITH COVIVE**

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Under the authority delegated to the LAFCO Executive Officer for execution of small contracts and with LAFCO Counsel review, EO Palacherla signed a "First Amendment to the Services Agreement between LAFCO and Covive, LLC for Website Hosting and Maintenance" on July 26, 2022. The purpose of the contract amendment is to expand the scope of services to add calendar years 2022 and 2023 and extend the term of the Agreement accordingly. Please see **Attachment A** for the amendment and the original contract.

At its April 3, 2019 meeting, the Commission adopted Resolution No. 2019-03, delegating authority to the LAFCO Executive Officer for execution of small contracts not to exceed \$5,000 with prior LAFCO Counsel review and provided sufficient funds are contained in the appropriate LAFCO budget line item. Upon execution of such small contracts, the Executive Officer is required to report such action to the Commission at the next LAFCO Meeting.

### **9.4 SPECIAL DISTRICTS ASSOCIATION MEETING**

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Commissioner Kishimoto, Alternate Commissioner Chapman, and EO Palacherla attended the June 6, 2022 quarterly meeting of the Santa Clara County Special Districts Association (SDA) which was held by video conference.

EO Palacherla provided updates on various LAFCO activities, including the selection of a new consultant to resume LAFCO's Countywide Fire Service Review, and the adoption of the FY 2023 budget. The meeting also included a presentation from Dr. Laura Feinstein (SPUR's Sustainability and Resilience Policy Director) on Bay Area Growth Without Water Demand.

Meeting attendees, including various district staff and board members, field staff for various state legislators, and a representative of the California Special Districts Association provided reports and shared information on current projects or issues of interest. The next meeting is scheduled for September 12, 2022.

### **ATTACHMENT**

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Attachment A: First Amendment and Original Service Agreement between LAFCO and Covive, LLC for Website Hosting and Maintenance

**ITEM # 9**  
**Attachment A**

**AMENDMENT NO. 1**  
**TO THE SERVICES AGREEMENT BETWEEN THE LOCAL AGENCY FORMATION**  
**COMMISSION OF SANTA CLARA COUNTY AND COVIVE LLC FOR WEBSITE**  
**HOSTING AND MAINTENANCE**

**1. Parties and Date.**

This Amendment No. 1 to the SERVICES AGREEMENT is made and entered into as of this 14<sup>th</sup> day of July, 2022, by and between the Local Agency Formation Commission of Santa Clara County (“LAFCO”) and Covive, LLC (“Contractor”). LAFCO and Contractor are sometimes individually referred to as “Party” and collectively as “Parties.”

**2. Recitals.**

2.1 Contractor. The LAFCO and Contractor have entered into an agreement entitled “SERVICES AGREEMENT BETWEEN THE LOCAL AGENCY FORMATION COMMISSION OF SANTA CLARA COUNTY AND COVIVE, LLC FOR WEBSITE HOSTING AND MAINTENANCE” dated January 1, 2020 (“Agreement”) for the purpose of retaining the services of Contractor to provide consulting services for website hosting and maintenance for two calendar years from January 2020 through December 2021.

2.2 Amendment Purpose. The LAFCO and Contractor desire to amend the Agreement to expand the scope of services to add calendar years 2022, 2023 and extend the term of the Agreement.

2.3 Amendment Authority. This Amendment No. 1 is authorized pursuant to Section 16 of the Agreement.

**3. Terms.**

3.1 Nature of Services. Section 1 of the Agreement is hereby amended in its entirety to read as follows:

**“1. Nature of Services.**

Contractor will provide to LAFCO website hosting and maintenance services as described in Exhibit A, which is attached hereto and incorporated herein by this reference.”

3.2 Term. Section 2 of the Agreement is hereby amended in its entirety to read as follows:

**“2. Term of Agreement.**

This Agreement is effective from the date of final execution, to and including December 31, 2023, unless terminated earlier in accordance with Section 4.”

3.3 Exhibit A. Exhibit A is amended to include additional services, as described in Exhibit A, which is attached hereto and incorporated herein by reference.

3.4 Continuing Effect of Agreement. Except as amended by this Amendment No. 1, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 1. From and after the date of this Amendment No. 1, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 1.

3.5 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

3.6 Severability. If any portion of this Amendment No. 1 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.7 Counterparts. This Amendment No. 1 may be signed in counterparts, each of which shall constitute an original.

**IN WITNESS WHEREOF**, LAFCO and Contractor have executed this Amendment No. 1 as follows:

**LAFCO**

DocuSigned by:  
*Neelima Palacherla*  
1EFC88FB3D724BB...  
\_\_\_\_\_  
Neelima Palacherla  
LAFCO Executive Officer  
  
7/26/2022  
\_\_\_\_\_  
Date

**CONTRACTOR**

DocuSigned by:  
*Chad Upham*  
3128146D268E4AA...  
\_\_\_\_\_  
Chad Upham  
Principal, Covive LLC  
  
7/26/2022  
\_\_\_\_\_  
Date

*Approved As To Form:*

DocuSigned by:  
*Malathy Subramanian*  
0B520A8C8E251DA...  
\_\_\_\_\_  
Malathy Subramanian, LAFCO Counsel





# Website Hosting and Maintenance

**Santa Clara LAFCO**

Memorandum | June 16, 2022

## OVERVIEW

Covive is able to contract with Santa Clara LAFCO to provide ongoing website hosting and maintenance for two calendar years from January 2022 through December 2023.

<b>Annual Website Hosting</b>	<b>\$500 per year*</b>
- Hosting of Drupal 7 website on Pantheon WebOps Platform in an account prepaid yearly by Covive on behalf of Santa Clara LAFCO	

\* price subject to change based on Pantheon pricing at time of renewal.

<b>Fee for Two (2) Years of Prepaid Hosting (2022–2023)</b>	<b>\$1,000</b>
---	----------------

<b>Website Maintenance and Support</b>	<b>\$150/hour</b>
- As-needed security updates to Drupal core and supporting modules	
- Assisting LAFCO staff with formatting of new content, as needed	
- Coding of minor new features or content management system refinements	
- Not to exceed 15 hours per calendar year without written approval from LAFCO	

<b>Estimated Total Annual Hourly Maintenance Fees</b>	<b>\$2,250</b>
Hourly work will be billed monthly.	

*Major website updates (exceeding the 15 hours allocated for annual maintenance) will require additional fees.*

**Additional work outside of the scope of this maintenance contract will be based on the rate of \$150/hour through 12/31/23.**

SANTA CLARA LAFCO

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**COVIVE**

COVIVE LLC

By: \_\_\_\_\_

A handwritten signature in black ink, appearing to read "Chad Upham", written over a horizontal line.

Chad Upham, Principal

Date: 06/16/22

**Covive LLC**

100 Van Ness Avenue, Unit 2706

San Francisco, CA 94102

415-215-1269 voice

contact:

chad.upham@covive.com

**SERVICES AGREEMENT BETWEEN  
THE LOCAL AGENCY FORMATION COMMISSION  
OF SANTA CLARA COUNTY AND COVIVE LLC FOR  
WEBSITE HOSTING AND MAINTENANCE**

This Agreement ("Agreement") is made effective January 1, 2020 by and between the Local Agency Formation Commission of Santa Clara County ("LAFCO") and Covive LLC ("Contractor") to provide consulting services for website hosting and maintenance for two calendar years from January 2020 through December 2021;

WHEREAS, pursuant to the Cortese-Knox-Hertzberg Act, Government Code section 56000 et seq., LAFCO is an independent agency; and

WHEREAS, LAFCO needs assistance with the ongoing hosting and maintenance of its website; and

WHEREAS, Contractor has experience and expertise necessary to provide such services; and

WHEREAS, at the April 3, 2019 meeting of LAFCO, the Commission delegated authority to the LAFCO Executive Officer for execution of small contracts for an amount not to exceed \$5,000;

THEREFORE, the parties agree as follows:

**1. Nature of Services.**

Contractor will provide to LAFCO website hosting and maintenance services for two calendar years from January 2020 through December 2021, as described in Exhibit A, which is attached hereto and incorporated herein by this reference.

**2. Term of Agreement.**

This Agreement is effective from the date of final execution, to and including December 31, 2021, unless terminated earlier in accordance with Section 4.

**3. Compensation.**

A. Contractor will be compensated for services provided under this Agreement in accordance with the rate schedule included in Exhibit A, which is attached hereto and incorporated herein by this reference. Contractor will

complete all the work and tasks described in Exhibit A for an amount not to exceed \$5,000. The Contractor shall be paid based on the rates indicated in Exhibit A, but compensation and expenses shall not exceed the maximum compensation stated herein.

B. Contractor will provide LAFCO with task-specific invoices based on estimated costs in Contractor's proposal, which shall be accompanied by a detailed summary of activities undertaken over the course of completing the task.

#### **4. Termination.**

A. Termination Without Cause. Either party may terminate this Agreement without cause by giving the other party thirty (30) days written notice.

B. Termination for Cause. LAFCO may terminate this Agreement for cause upon written notice to Contractor. For purposes of this Agreement, cause includes, but is not limited to, any of the following: (1) material breach of this Agreement by Contractor, (b) violation by Contractor of any applicable laws, (c) assignment by Contractor of this Agreement without the written consent of LAFCO pursuant to Section 13, or (d) failure to provide services in a satisfactory manner. Such notice shall specify the reason for termination and shall indicate the effective date of such termination.

C. In the event of termination, Contractor will deliver to LAFCO copies of all reports and other work performed by Contractor under this Agreement whether complete or incomplete, and upon receipt thereof, Contractor will be compensated based on the completion of services provided, as solely and reasonably determined by LAFCO.

#### **5. Project Managers; Substitution**

A. Contractor designates Chad Upham as the Contractor's Project Manager for the purpose of performing the services under this Agreement. Chad Upham will serve as day-to-day contact for LAFCO and work directly with staff.

B. LAFCO designates the LAFCO Executive Officer as its Project Manager for the purpose of managing the services performed under this Agreement.

C. Contractor may not substitute anyone other than Chad Upham to serve as Project Manager without the written permission of the LAFCO Executive

Officer or her authorized representative. Any such substitution shall be with a person or firm of commensurate experience and knowledge necessary for the tasks to be undertaken.

**6. Conflicts of Interest.**

In accepting this Agreement, Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial, or otherwise, which would conflict in any manner or degree with the performance of the Services.

Contractor further covenants that, in the performance of this Agreement, it will not employ any contractor or person having such an interest.

**7. Indemnification/Insurance.**

Contractor's indemnification and insurance obligations with respect to this Agreement are set forth in Exhibit B, attached hereto and incorporated herein by this reference.

**8. Compliance with all Laws.**

Contractor shall, during the term of this contract, comply with all applicable federal, state, and local rules, regulations, and laws.

**9. Maintenance of Records.**

Contractor shall maintain financial records adequate to show that LAFCO funds paid under the contract were used for purposes consistent with the terms of the contract. These records shall be maintained during the term of this contract and for a period of three (3) years from termination of this contract or until all claims, if any, have been resolved, whichever period is longer, or longer if otherwise required under other provisions of this contract.

**10. Nondiscrimination.**

Contractor will comply with all applicable Federal, State, and local laws and regulations including Santa Clara County's equal opportunity requirements. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101 and 1102. Contractor will not discriminate against any

subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor will Contractor discriminate in provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

#### **11. Notices.**

All notices required by this Agreement will be deemed given when in writing and delivered personally or deposited in the United States mail, postage prepaid, return receipt requested, addressed to the other party at the address set forth below or at such other address as the party may designate in writing in accordance with this section:

To Contractor: Chad Upham  
100 Van Ness Avenue, Unit 2706  
San Francisco, CA 94102

To LAFCO: LAFCO Executive Officer  
777 North First Street  
Suite 410  
San Jose, CA 95112

#### **12. Governing Law.**

This Agreement has been executed and delivered in, and will be construed and enforced in accordance with, the laws of the State of California. Venue shall be in Santa Clara County.

#### **13. Assignment.**

Contractor has been selected to perform services under this Agreement based upon the qualifications and experience of Contractor's personnel. Contractor may not assign this Agreement or the rights and obligations hereunder without the specific written consent of LAFCO. Any attempted assignment or subcontract without prior written consent will be null and void and will be cause, in LAFCO's sole and absolute discretion, for immediate

termination of the Agreement.

**14. Relationships of Parties; Independent Contractor.**

Contractor will perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of LAFCO. None of the provisions of this Agreement is intended to create, nor shall be deemed or construed to create, any relationship between the parties other than that of independent parties contracting with each other for purpose of effecting the provisions of this Agreement. The parties are not and will not be construed to be in a relationship of joint venture, partnership, or employer-employee. Neither party has the authority to make any statements, representations or commitments of any kind on behalf of the other party, or to use the name of the other party in any publications or advertisements, except with the written consent of the other party or as is explicitly provided herein. Contractor will be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any.

**15. Entire Agreement.**

This document represents the entire Agreement between the parties with respect to the subject matter hereof. All prior negotiations and written and/or oral agreements between the parties with respect to the subject matter of this Agreement are merged into this Agreement.

**16. Amendments.**

This Agreement may be amended only by an instrument signed by the parties.

**17. Counterparts.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

**18. Severability.**

If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

**19. Waiver.**

No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party must be in writing and shall apply to the specific instance expressly stated.

**20. Ownership of Materials and Confidentiality.**

A. Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for LAFCO to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). Contractor shall require all sub consultants to agree in writing that LAFCO is granted a non-exclusive and perpetual license for any Documents & Data the sub consultant prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Contractor or provided to Contractor by LAFCO. LAFCO shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at LAFCO's sole risk.

B. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of Contractor, be used by Contractor for any purposes other than the performance of the Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Agreement. Nothing furnished to Contractor which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use LAFCO's name or insignia, photographs of the Services, or any publicity pertaining to the Services in any magazine, trade



paper, newspaper, television or radio production or other similar medium without the prior written consent of LAFCO.

C. Confidential Information. LAFCO shall refrain from releasing Contractor's proprietary information ("Proprietary Information") unless LAFCO's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case LAFCO shall notify Contractor of its intention to release Proprietary Information. Contractor shall have five (5) working days after receipt of the Release Notice to give LAFCO written notice of Contractor's objection to LAFCO's release of Proprietary Information. Contractor shall indemnify, defend, and hold harmless LAFCO, and its officers, directors, employees, and agents from and against all liability, loss, cost, or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. LAFCO shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Contractor fails to fully indemnify, defend (with LAFCO's choice of legal counsel), and hold LAFCO harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that LAFCO release such information.

IN WITNESS WHEREOF, LAFCO and Contractor have executed this Agreement as follows:

LAFCO



Neelima Palacherla  
LAFCO Executive Officer

Date: \_\_\_\_\_

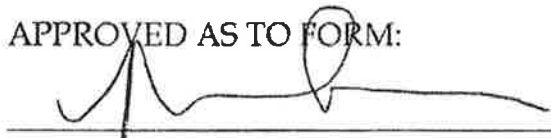
Contractor



Chad Upham  
Principal, Covive LLC

Date: 12/30/19

APPROVED AS TO FORM:



Malathy Subramanian, LAFCO Counsel

Exhibits to this Agreement: Exhibit A - Scope of Services  
Exhibit B - Indemnification and Insurance





# Website Hosting and Maintenance

Santa Clara LAFCO

Memorandum | December 17, 2019

## OVERVIEW

Covive is able to contract with Santa Clara LAFCO to provide ongoing website hosting and maintenance for two calendar years from January 2020 through December 2021.

**Annual Website Hosting** **\$500 per year\***  
 - Hosting of Drupal 7 website on Pantheon WebOps Platform in an account prepaid yearly by Covive on behalf of Santa Clara LAFCO

\* price subject to change based on Pantheon pricing at time of renewal.

**Fee for Two (2) Years of Prepaid Hosting (2020–2021)** **\$1,000**

**Website Maintenance and Support** **\$150/hour**  
 - As-needed security updates to Drupal core and supporting modules  
 - Assisting LAFCO staff with formatting of new content, as needed  
 - Coding of minor new features or content management system refinements  
 - Not to exceed 15 hours per calendar year without written approval from LAFCO

**Estimated Total Annual Hourly Maintenance Fees** **\$2,250**  
 Hourly work will be billed monthly.

*Major website updates (exceeding the 15 hours allocated for annual maintenance) will require additional fees.*

**Additional work outside of the scope of this maintenance contract will be based on the rate of \$150/hour through 12/31/21.**

SANTA CLARA LAFCO

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**COVIVE**

COVIVE LLC

By: \_\_\_\_\_

Chad Upham, Principal

Date: 12/17/19

**Covive LLC**

100 Van Ness Avenue, Unit 2706

San Francisco, CA 94102

415-215-1269 voice

contact:

chad.upham@covive.com

**INSURANCE REQUIREMENTS FOR STANDARD SERVICE CONTRACTS  
UP TO \$10,000**

Indemnity

During the term of this contract, the Contractor shall indemnify, defend, and hold harmless the Local Agency Formation Commission of Santa Clara County (hereinafter "LAFCO"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by LAFCO. It is the intent of the parties to this Agreement to provide the broadest possible coverage for LAFCO. The Contractor shall reimburse LAFCO for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the LAFCO under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of LAFCO, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the LAFCO Executive Officer, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by LAFCO Executive Officer. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policyholder's alphabetic and financial size category rating of not less than A-V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the LAFCO Executive Officer.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the LAFCO Executive Officer.

D. Insurance Required

1. Commercial General Liability

Coverage at least as broad as Insurance Services Office ("ISO") Form CG 00 01 covering commercial general liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000.00 per occurrence. If a general

aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability Insurance

Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000.00 combined single limit for bodily injury and property damage.

3. Workers' Compensation and Employer's Liability Insurance

Workers' Compensation Insurance as required by the State of California, with statutory limits, and Employer's Liability Insurance with limit of no less than \$1,000,000.00 per accident for bodily injury or disease. *(Not required if Contractor provides written verification it has no employees)*

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the LAFCO Executive Officer or insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. LAFCO acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by LAFCO upon satisfactory evidence of financial capacity. Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Contractor's general liability and automobile liability policies shall be primary and shall not seek contribution from the LAFCO's coverage and be endorsed to add the LAFCO and its officers, officials, employees, and agents as additional insureds under such policies using Insurance Services Office form CG 20 10 (or equivalent) on the general liability policy.
4. Contractor hereby grants to LAFCO a waiver of any right to subrogation which any insurer of said Contractor may acquire against the LAFCO by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the LAFCO has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the LAFCO for all work performed by Contractor, its employees, agents and subcontractors.

5. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
6. LAFCO reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.







**Local Agency  
Formation Commission  
of Santa Clara County**  
  
777 North First Street  
Suite 410  
San Jose, CA 95112  
  
[SantaClaraLAFCO.org](http://SantaClaraLAFCO.org)

**Commissioners**  
Rich Constantine  
Susan Ellenberg  
Sergio Jimenez  
Yoriko Kishimoto  
Linda J. LeZotte  
Mike Wasserman  
Susan Vicklund Wilson

**ITEM # 10**

**Alternate Commissioners**  
Helen Chapman  
Cindy Chavez  
Matt Mahan  
Russ Melton  
Terry Trumbull  
  
**Executive Officer**  
Neelima Palacherla

**LAFCO MEETING: August 3, 2022**  
**TO: LAFCO**  
**FROM: Neelima Palacherla, Executive Officer  
Dunia Noel, Asst. Executive Officer  
Emmanuel Abello, Associate Analyst**  
**SUBJECT: CALAFCO RELATED ACTIVITIES**

**10.1 NOMINATIONS TO THE CALAFCO BOARD OF DIRECTORS**

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**Recommendation**

Nominate interested Commissioners and provide further direction to staff, as necessary.

**Discussion**

Nominations for the 2022/2023 CALAFCO Board of Directors are now open. Please see **Attachment A**. LAFCO of Santa Clara County is part of the Coastal Region. Within the Coastal Region, nominations are being accepted for “County Member” and “District Member.” The deadline for LAFCO to submit nominations is Monday, September 19th.

Serving on the CALAFCO Board is a unique opportunity to work with other LAFCO commissioners throughout the state on legislative, fiscal and operations issues that affect LAFCOs, counties, cities, and special districts. The Board meets four to five times each year. Any LAFCO commissioner or alternate commissioner is eligible to run for a CALAFCO Board seat.

**10.2 DESIGNATE VOTING DELEGATE AND ALTERNATE**

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**Recommendation**

Appoint voting delegate and alternate voting delegate.

**Discussion**

Elections for the 2022/2023 CALAFCO Board of Directors will occur on Thursday, October 20, 2022, at CALAFCO’s Annual Conference in Newport Beach. Each LAFCO must designate a voting delegate and alternate who is authorized to vote on behalf of their LAFCO. Voting by absentee ballot is also available.

### **10.3 ADDITIONAL INFORMATION ON THE UPCOMING CALAFCO CONFERENCE (OCTOBER 19 - 21)**

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#### **For Information Only**

Additional information on the upcoming CALAFCO Annual Conference (October 19-21) and the Mobile Workshop (October 19) is provided as **Attachment B**. For Commissioners who are interested to attend, registration for the Conference must be paid by August 31<sup>st</sup> to avoid a late fee payment. CALAFCO will refund the registration fee if a cancellation request is received in writing by September 29<sup>th</sup>. Registration cancellations made after that date are ineligible for a refund. Additionally, hotel rooms reserved by September 19<sup>th</sup> will be under the negotiated Conference rate. If interested in attending, Commissioners are encouraged to inform staff as soon as possible.

#### **ATTACHMENTS**

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- Attachment A:           Memo from CALAFCO re: Nominations for 2022/2023  
CALAFCO Board of Directors dated June 1, 2022
- Attachment B:           Additional Information on CALAFCO Annual Conference  
(October 19-21) and the Mobile Workshop (October 19)

June 1, 2022

**To:** Local Agency Formation Commission  
Members and Alternate Members

**From:** Jo MacKenzie, Committee Chair  
CALAFCO Board Election Committee  
CALAFCO Board of Directors



**RE: Nominations for 2022/2023 CALAFCO Board of Directors**

Nominations are now open for the fall elections of the CALAFCO Board of Directors for the following seats:

CENTRAL REGION	SOUTHERN REGION	NORTHERN REGION	COASTAL REGION
County Member District Member	City Member Public Member	City Member Public Member	County Member District Member

Please inform your Commission that the CALAFCO Election Committee will be accepting nominations for the above-cited seats until:

**MONDAY, SEPTEMBER 19, 2022 at 5:00 PM**

Serving on the CALAFCO Board is a unique opportunity to work with other commissioners throughout the state on legislative, fiscal, and operational issues that affect us all. The Board meets four to five times each year, with half of the meetings currently being held virtually and the rest being held at alternate sites around the state.

Board seats are for a two-year term, with no term limits, and any LAFCo commissioner or alternate commissioner is eligible to run for a Board seat. The election will be conducted during Regional Caucuses at the CALAFCO Annual Conference prior to the Annual Membership Meeting on Thursday, October 20, 2022 at the Hyatt Regency John Wayne Airport in Newport Beach, California.

*Should your Commission nominate a candidate, the Chair of your Commission must complete the attached Nomination Form and the Candidate's Résumé Form or provide the specified information in another format other than a résumé.*



**Please note that completed nomination forms and all materials must be RECEIVED by the CALAFCO Executive Director no later than Monday, September 19, 2022 at 5:00 p.m.**

Returning the nomination form prior to that deadline ensures your nominee is placed on the ballot. Names will be listed in the order nominations were received. Electronic filing of nomination forms and materials is encouraged to facilitate the recruitment process. Forms and materials may either be emailed to [info@calafco.org](mailto:info@calafco.org) or mailed to:

CALAFCO Election Committee c/o Executive Director  
California Association of Local Agency Formation Commissions  
1020 12<sup>th</sup> Street, Suite 222  
Sacramento, California 95814

Nominations received by the September 19th deadline will be included in the Election Committee's Report and will be on the ballot. The Report will be distributed to LAFCo members no later than October 4, 2022, with ballots made available to Voting Delegates at the Annual Conference.

Nominations received after the deadline will be returned; however, nominations may be made from the floor during the Regional Caucuses or during at-large elections, if required, at the Annual Membership Meeting.

For those member LAFCos who cannot send a representative to the Annual Meeting, an electronic ballot will be made available *if requested in advance*. **Ballot requests must also be received no later than 5:00 pm on Monday, September 19, 2022, with completed absentee ballots returned by 5:00 p.m. on Friday, October 14, 2022.**

#### NOMINATION/ELECTION PROCESS DEADLINES AND TIMELINES

- **June 1** – Nomination Announcement and packet sent to LAFCo membership and posted on the CALAFCO website.
- **September 19** – Completed Nomination packet due
- **September 19** – Request for an absentee/electronic ballot due
- **September 19** – Voting delegate name due to CALAFCO
- **October 4** – Distribution of the Election Committee Report (includes all completed/submitted nomination papers)
- **October 4** – Distribution of requested absentee/electronic ballots.
- **October 14** – Absentee ballots due to CALAFCO
- **October 20** - Elections

If you have any questions about the election process, please contact me at [jmackenzie@calafco.org](mailto:jmackenzie@calafco.org) or by calling 760-743-7969. You may also contact CALAFCO Executive Director René LaRoche at [rlaroche@calafco.org](mailto:rlaroche@calafco.org) or by calling 916-442-6536.

Members of the 2022/2023 CALAFCO Election Committee are:

Jo MacKenzie, Chair  
[jmackenzie@calafco.org](mailto:jmackenzie@calafco.org)

San Diego LAFCo (Southern Region)  
760-743-7969

Bill Connelly  
[bconnelly@calafco.org](mailto:bconnelly@calafco.org)

Butte LAFCo (Northern Region)  
530-538-6834

Margie Mohler  
[mmohler@calafco.org](mailto:mmohler@calafco.org)

Napa LAFCo (Coastal Region)  
707-287-6911

Daniel Parra  
[dparra@calafco.org](mailto:dparra@calafco.org)

Fresno LAFCo (Central Region)  
559-834-3113

Additionally, you will also find attached for your reference a copy of the CALAFCO Board of Directors Nomination and Election Procedures, as well as the current listing of Board Members and corresponding terms of office.

*I sincerely hope that you will consider joining us!*

## **Board of Directors Nomination and Election Procedures and Forms**

The procedures for nominations and election of the CALAFCO Board of Directors [Board] are designed to assure full, fair and open consideration of all candidates, provide confidential balloting for contested positions and avoid excessive demands on the time of those participating in the CALAFCO Annual Conference.

The Board nomination and election procedures shall be:

### **1. APPOINTMENT OF AN ELECTION COMMITTEE:**

- a. Following the Annual Membership Meeting the Board shall appoint an Election Committee of four members of the Board. The Election Committee shall consist of one member from each region whose term is not ending.
- b. The Board Chair shall appoint one of the members of the Election Committee to serve as Committee Chair. The CALAFCO Executive Director shall either serve as staff to the Election Committee or appoint a CALAFCO regional officer to serve as staff in cooperation with the Executive Director.
- c. Each regional officer shall serve as staff liaison to the Election Committee specifically to assist in conducting the election as directed by the Executive Director and Committee.
- d. Goals of the Committee are to encourage and solicit candidates by region who represent member LAFCoS across the spectrum of geography, size, and urban-suburban-rural population, and to provide oversight of the elections process.

### **2. ANNOUNCEMENT TO ALL MEMBER LAFCoS:**

- a. No later than four months prior to the Annual Membership Meeting, the Election Committee Chair shall send an announcement to each LAFCo for distribution to each commissioner and alternate. The announcement shall include the following:
  - i. A statement clearly indicating which offices are subject to the election.
  - ii. A regional map including LAFCoS listed by region.
  - iii. The specific date by which all nominations must be received by the Election Committee. The deadline shall be no later than 30 days prior to the opening of the Annual Conference. Nominations received after the closing date shall be returned to the proposing LAFCo marked "Received too late for Election Committee action."
  - iv. The names of the Election Committee members and the name of their LAFCo, regional representation, email address and phone number. The name, email address and phone number of the Executive Director shall also be included.
  - v. The email address and physical address to send the nominations forms.
  - vi. A form for a Commission to use to nominate a candidate and a candidate resume form of no more than one page each to be completed for each nominee.
  - vii. The specific date by which all voting delegate names are due.
  - viii. The specific date by which absentee ballots must be requested, the date CALAFCO will

**Key Timeframes for  
Nominations Process**

<u>Days*</u>	
120	Nomination announcement
30	Nomination deadline
14	Committee report released

*\*Days prior to annual membership meeting*

distribute the absentee ballots, and the date by which they must be received by the Executive Director.

- b. A copy of these procedures shall be posted on the web site.

### **3. THE ELECTION COMMITTEE:**

- a. The Election Committee and the Executive Director have the responsibility to monitor nominations and help assure that there are adequate nominations from each region for each seat up for election. No later than two weeks prior to the Annual Conference, the Election Committee Chair shall distribute to the members the Committee Report organized by regions, including copies of all nominations and resumes, which are received prior to the end of the nomination period.
- b. At the close of the nomination period, the Election Committee shall prepare regional ballots. Each region will receive a ballot specific to that region. Each region shall conduct a caucus at the Annual Conference for the purpose of electing their designated representatives. Caucus elections must be held prior to the annual membership meeting at the Conference. The assigned regional officers along with a member of the Election Committee shall tally ballots at each caucus and provide the Election Committee the names of the elected Board members and any open seats. In the event of a tie, the regional officer and Election Committee member shall immediately conduct a run-off ballot of the tied candidates.
- c. Make available sufficient copies of the Committee Report for each Voting Delegate by the beginning of the Annual Conference. Only the designated Voting Delegate, or the designated Alternate Voting Delegate shall be allowed to pick up the ballot packet at the Annual Conference.
- d. Make available blank copies of the nomination forms and resume forms to accommodate nominations from the floor at either the caucuses or the annual meeting (if an at-large election is required).
- e. Advise the Executive Director to provide "CANDIDATE" ribbons to all candidates attending the Annual Conference.
- f. Advise the Executive Director to provide "VOTING DELEGATE" ribbons to all voting delegates attending the Annual Conference.
- g. Post the candidate statements/resumes organized by region on a bulletin board or other easily accessible location near the registration desk.
- h. Regional elections shall be conducted as described in Section 4 below. The representative from the Election Committee shall serve as the Presiding Officer for the purpose of the caucus election and shall be assisted by a regional officer from a region other than their own, as assigned by the Executive Director
- i. Following the regional elections, in the event that there are open seats for any offices subject to the election, the Election Committee Chair shall notify the Chair of the Board of Directors that an at-large election will be required at the annual membership meeting and to provide a list of the number and category of seats requiring an at-large election.

### **4. ELECTRONIC BALLOT FOR LAFCO IN GOOD STANDING NOT ATTENDING ANNUAL MEETING**

Limited to the elections of the Board of Directors

- a. Any LAFCo in good standing shall have the option to request an electronic ballot if there will be no representative attending the annual meeting.
- b. LAFCos requesting an electronic ballot shall do so in writing to the Executive Director no later than 30 days prior to the annual meeting.

- c. The Executive Director shall distribute the electronic ballot no later than two weeks prior to the annual meeting.
- d. LAFCo must return the ballot electronically to the Executive Director no later than three working days prior to the annual meeting.
- e. LAFCos voting by electronic ballot may discard their electronic ballot if a representative is able to attend the annual meeting.
- f. LAFCos voting under this provision may only vote for the candidates nominated by the Election Committee as noted on the ballot and may not vote in any run-off elections.

**5. AT THE TIME FOR ELECTIONS DURING THE REGIONAL CAUCUSES OR ANNUAL MEMBERSHIP MEETING:**

- a. The Presiding Officer shall:
  - i. Review the election procedure with the membership of their region.
  - ii. Present the Election Committee Report (previously distributed).
  - iii. Call for nominations from the floor by category for those seats subject to this election:
    - 1. For city member.
    - 2. For county member.
    - 3. For public member.
    - 4. For special district member.
- b. To make a nomination from the floor, a LAFCo, which is in good standing, shall identify itself and then name the category of vacancy and individual being nominated. The nominator may make a presentation not to exceed two minutes in support of the nomination.
- c. When there are no further nominations for a category, the Presiding Officer shall close the nominations for that category.
- d. The Presiding Officer shall conduct a “Candidates Forum”. Each candidate shall be given time to make a brief statement for their candidacy. If a candidate is absent from the regional caucus, they may ask someone in their region to make a brief statement on their behalf.
- e. The Presiding Officer shall then conduct the election:
  - i. For categories where there are the same number of candidates as vacancies, the Presiding Officer shall:
    - 1. Name the nominees and offices for which they are nominated.
    - 2. Call for a voice vote on all nominees and thereafter declare those unopposed candidates duly elected.
  - ii. For categories where there are more candidates than vacancies, the Presiding Officer shall:
    - 1. Poll the LAFCos in good standing by written ballot.
    - 2. Each LAFCo in good standing may cast its vote for as many nominees as there are vacancies to be filled. The vote shall be recorded on a tally sheet.

3. Any ballots submitted electronically for candidates included in the Election Committee Report shall be added to the tally.
  4. With assistance from the regional officer, tally the votes cast and announce the results.
- iii. Election to the Board shall occur as follows:
1. A majority of the total number of LAFcos in a given region are required for a quorum. Returned absentee ballots shall count towards the total required for a quorum.
  2. The nominee receiving the majority of votes cast is elected.
  3. In the case of no majority, the two nominees receiving the two highest number of votes cast shall face each other in a run-off election. Electronic ballots are not included in the tally for any run-off election(s).
  4. In case of tie votes:
    - a. A second run-off election shall be held with the same two nominees.
    - b. If there remains a tie after the second run-off, the winner shall be determined by a draw of lots.

## **6. ADDITIONAL PROCEDURES**

- a. For categories where there are more candidates than vacancies, names shall be listed on the ballot in the order the nomination was received and deemed complete.
- b. The Election Committee Chair shall announce and introduce all Board Members elected during the Regional Caucuses at the annual business meeting.
- c. In the event that Board seats remain unfilled after a Regional Caucus, an election will be held immediately at the annual business meeting to fill the position at-large. Nominations will be taken from the floor and the election process will follow the procedures described in Section 4 above. Any commissioner or alternate from a member LAFco may be nominated for at-large seats.
- d. Seats elected at-large become subject to regional election at the expiration of the term. Only representatives from the region may be nominated for the seat.
- e. As required by the Bylaws, the members of the Board shall meet as soon as possible after election of new Board members for the purpose of electing officers, determining meeting places and times for the coming year, and conducting any other necessary business.

## **7. LOSS OF ELECTION IN HOME LAFCO**

Board Members and candidates who lose elections in their home office shall notify the Executive Director within 15 days of the certification of the election.

## **8. FILLING BOARD VACANCIES**

Vacancies on the Board of Directors may be filled by appointment by the Board for the balance of the unexpired term. Appointees must be from the same category as the vacancy, and should be from the same region.



# CALAFCO's Four Regions



The counties in each of the four regions consist of the following:

**Northern Region**

Butte  
Colusa  
Del Norte  
Glenn  
Humboldt  
Lake  
Lassen  
Mendocino  
Modoc  
Nevada  
Plumas  
Shasta  
Sierra  
Siskiyou  
Sutter  
Tehama  
Trinity  
Yuba

**CONTACT:** Steve Lucas  
Butte LAFCo  
slucas@buttecounty.net

**Southern Region**

Orange  
Los Angeles  
Imperial  
Riverside  
San Bernardino  
San Diego

**CONTACT:** Gary Thompson  
Riverside LAFCo  
gthompson@lafco.org

**Coastal Region**

Alameda  
Contra Costa  
Marin  
Monterey  
Napa  
San Benito  
San Francisco  
San Luis Obispo  
San Mateo  
Santa Barbara  
Santa Clara  
Santa Cruz  
Solano  
Sonoma  
Ventura

**CONTACT:** Dawn Longoria  
Napa LAFCo  
dlongori@napa.lafco.ca.gov

**Central Region**

Alpine  
Amador  
Calaveras  
El Dorado  
Fresno  
Inyo  
Kings  
Madera  
Mariposa  
Merced  
Mono  
Placer  
Sacramento  
San Joaquin  
Stanislaus  
Tulare  
Tuolumne  
Yolo

**CONTACT:** José Henriquez  
Sacramento LAFCo  
henriquezj@saccounty.net

## CURRENT BOARD MEMBERS AND TERMS

<b>NAME</b>	<b>REGION</b>	<b>TYPE &amp; TERM</b>
Bill Connelly, <b>Vice Chair</b>	Butte <i>Northern</i>	County (2023)
Blake Inscore	Del Norte <i>North</i>	City (2022)
Gay Jones	Sacramento <i>Central</i>	District (2022)
Michael Kelley	Imperial <i>Southern</i>	County (2023)
Debra Lake	Humboldt <i>Northern</i>	District (2023)
Chris Lopez	Monterey <i>Coastal</i>	County (2022)
Daron McDaniel	Merced <i>Central</i>	County (2022)
Michael McGill	Contra Costa <i>Coastal</i>	District (2022)
Derek McGregor	Orange <i>Southern</i>	Public (2022)
Jo MacKenzie	San Diego <i>Southern</i>	District (2023)
Margie Mohler, <b>Treasurer</b>	Napa <i>Coastal</i>	City (2023)
<b>Anita Paque, Chair</b>	Calaveras <i>Central</i>	Public (2023)
Daniel Parra	Fresno <i>Central</i>	City (2023)
Shane Stark	Santa Barbara <i>Coastal</i>	Public (2023)
Josh Susman	Nevada <i>Northern</i>	Public (2022)
Acquanetta Warren, <b>Secretary</b>	San Bernardino <i>Southern</i>	City (2022)

## Board of Directors

# 2022/2023 Nominations Form

### *Nomination to the CALAFCO Board of Directors*

In accordance with the Nominations and Election Procedures of CALAFCO,

\_\_\_\_\_ LAFCo of the \_\_\_\_\_ Region

Nominates \_\_\_\_\_

for the (check one)     City     County     Special District     Public

Position on the CALAFCO Board of Directors to be filled by election at the next Annual Membership Meeting of the Association.

\_\_\_\_\_ LAFCo Chair

\_\_\_\_\_ Date

#### **NOTICE OF DEADLINE**

Nominations must be received by **September 19, 2022 at 5:00 p.m.** to be considered by the Election Committee.

Send completed nominations to:

CALAFCO Election Committee  
CALAFCO  
1020 12<sup>th</sup> Street, Suite 222  
Sacramento, CA 95814

Or email to: [info@calafco.org](mailto:info@calafco.org)

Date Received  
\_\_\_\_\_

CALIFORNIA ASSOCIATION OF  
LOCAL AGENCY FORMATION  
COMMISSIONS



**Board of Directors**  
**2022/2023 Candidate Résumé Form**  
**(Complete both pages)**

Nominated By: \_\_\_\_\_ LAFCo Date: \_\_\_\_\_

Region (please check one):  Northern  Coastal  Central  Southern

Category (please check one):  City  County  Special District  Public

Candidate Name \_\_\_\_\_

Address \_\_\_\_\_

Phone Office \_\_\_\_\_ Mobile \_\_\_\_\_

e-mail \_\_\_\_\_

Personal and Professional Background:

LAFCo Experience:

CALAFCO or State-level Experience:

Availability:

Other Related Activities and Comments:

**NOTICE OF DEADLINE**

Nominations must be received by **September 19, 2022 at 5:00 p.m.** to be considered by the Election Committee.

Send completed nominations to:

CALAFCO Election Committee  
CALAFCO  
1020 12<sup>th</sup> Street, Suite 222  
Sacramento, CA 95814

Or email to: [info@calafco.org](mailto:info@calafco.org)



# Announcing The 2022 CALAFCO Annual Conference

ITEM # 10 Attachment B



Hosted by CALAFCO

## October 19 - 21

Hyatt Regency, Newport Beach  
Conveniently located near the John Wayne Airport

### Relevant & Diverse General & Breakout Session Topics

- Everything you ever wanted to know about Municipal Service Reviews but were afraid to ask.
- All about Fire, Fire Districts, and Fire Service Impacts
- Recruitment and Succession Planning
- Avoiding Conflicts of Interest and Other legal pitfalls
- Grand Juries and LAFCOs – Why Can't We Be Friends?
- The Definitive Session on Pensions – LAFCO's two-fold Responsibility to Take Care of Its Own and Review Agencies
- How commission meetings can go wrong
- Legislative Update

*Please note that the Program is still under development and topics are subject to change.*

### Special Highlights

#### LAFCo 101 & More

An introduction (and more) to LAFCo and LAFCo law for Commissioners, Staff, and anyone interested in learning more about LAFCo

*Wednesday morning*

#### Mobile Workshop

*"It's a Shore Thing:  
Navigating Municipal  
Service Delivery within  
Coastal Areas"*

A mobile workshop on multi-agency collaboration that starts with a 2 hour harbor boat ride to Marina Park Community Center for lunch and presentations.  
*(Limited to 85)*

*Wednesday morning*

## We can't wait to see you!

### Invaluable Networking Opportunities for Reconnection!

- Regional Roundtable discussions on current regional LAFCo issues
- Extended roundtable discussion for LAFCo legal counsel
- Networking breakfasts and extended breaks
- Welcome Reception Wednesday
- Thursday Pre-dinner Reception & breaks with Sponsors
- Awards Banquet Thursday

### Hyatt Regency Newport Beach at the John Wayne Airport



Make your reservations now at the **Hyatt Regency** at the special CALAFCO rate of \$194 (excludes tax and fees).

**Reservations must be made by 9/19/22 to qualify for the Group Rate.**

TO MAKE HOTEL RESERVATIONS, PLEASE VISIT: <https://www.hyatt.com/en-US/group-booking/SNARJ/G-CALF> or call directly at (800) 233-1234 and reference CALAFCO event.

Visit [www.calafco.org](http://www.calafco.org) for more Conference details or call us at 916-442-6536.

**Registration is now open!**

**For more information, visit  
[www.calafco.org](http://www.calafco.org)**



# 2022 CALAFCO ANNUAL CONFERENCE MOBILE WORKSHOP

## IT'S A SHORE THING: NAVIGATING MUNICIPAL SERVICE DELIVERY WITHIN COASTAL AREAS

**WEDNESDAY, OCTOBER 19 • 7:45 am - 1:00 pm**

**BUS BOARDS IN FRONT OF HOTEL AT 7:45 AM**

We begin with a 2-hour harbor cruise that highlights various projects involving multi-agency collaboration. After our cruise, we will travel to Marina Park Community Center where we will have lunch and hear from a panel of local agency representatives on their challenges to collaborate in support of providing efficient and effective services to coastal residents.

Attire is flat, closed toe shoes. Dress in layers. You can register and pay online or complete the registration form and pay by check. All information on the Workshop can be found at [www.calafco.org](http://www.calafco.org).

This Workshop will include the history, features and jurisdiction of the Harbor and will showcase several projects that involve multi-agency collaboration and processes. Our luncheon panel will include representatives from the City of Newport Beach, Capistrano Bay CSD and South Coast Water District. They will talk about their challenges to provide services within a coastal community and the efforts of multi-agency collaboration to support efficient and effective service delivery.

**\$60 per person includes lunch**  
*(Limited to the first 85 registrations)*

**Deadline to register is September 29, 2022.**

Registration fees are refundable (less \$30) if request is received in writing no later than September 29, 2022.

**\*\*Please note that pets are not allowed.\*\***



**CALAFCO | (916) 442-6536 | [WWW.CALAFCO.ORG](http://WWW.CALAFCO.ORG) | [INFO@CALAFCO.ORG](mailto:INFO@CALAFCO.ORG)**

**Sponsored in part by Imperial LAFCo,  
Orange LAFCo, City of Newport Beach and  
Davey's Locker Whale Watching.**

