

# LAFCO

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**Santa Barbara Local Agency Formation Commission**  
105 East Anapamu Street ♦ Santa Barbara CA 93101  
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January 11, 2024 (Agenda)

Local Agency Formation Commission  
105 East Anapamu Street  
Santa Barbara CA 93101

## Multi-LAFCO Staffing Support

Dear Members of the Commission

### RECOMMENDATION

It is recommended that the Commission consider the following actions: 1) Adopt the contractual agreement with Marin and Santa Cruz LAFCO for shared services opportunities on an as-needed basis.

### DISCUSSION

The Cortese-Knox-Hertzberg Act delegates LAFCOs with regulatory and planning duties to coordinate the logical formation and development of local governmental agencies through various actions, including but not limited to, processing boundary changes and developing service and sphere reviews. In some cases, LAFCO requires additional assistance from outside consultants for specific projects on a temporary basis or even a staff increase for permanent support. This report will summarize the proposed actions for additional staffing assistance.

### Shared Services (Santa Cruz & Marin LAFCO)

Government Code Section 56430(a)(5) requires LAFCO to determine the status of, and opportunities for, shared services and facilities when conducting a service review for a city or special district. Encouraging strategic partnerships among local agencies is, and continues to be, a core goal for LAFCO. It is staff's position that LAFCO should also consider collaborating with neighboring LAFCOs for shared services opportunities. One way to maximize existing resources and champion a new joint venture is by developing a contractual agreement with neighboring LAFCOs for administrative services. This agreement would be similar to a retainer with a law firm when legal services are needed during specific projects/tasks. The proposed agreement with Marin and Santa Cruz LAFCOs, as shown in Attachment A, will address situations where additional administrative assistance is needed. If approved, the agreement may be extended to include other LAFCOs such as Monterey, Santa Clara or San Mateo Counties, any may even become a model for other LAFCOs statewide to consider. Marin LAFCO unanimously adopted this agreement during their December 8, 2022 Regular Commission Meeting. Santa Cruz LAFCO adopted the agreement on January 4, 2023. It is important to note that this agreement does not require any LAFCO to provide services but rather offer the opportunity to utilize existing resources from the identified LAFCO if such resources are available upon request. For example, Marin LAFCO may reach out to Santa Cruz or Santa Barbara LAFCO for assistance in creating GIS maps. Staff will

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**Commissioners:** Vacant ♦ Jay Freeman, Vice-Chair ♦ Craig Geyer ♦ Joan Hartmann, Chair ♦ James Kyriaco ♦ Bob Nelson  
♦ Jenelle Osborne ♦ Alice Patino ♦ Jim Richardson ♦ Shane Stark ♦ Das Williams **Executive Officer:** Mike Prater

provide support if, and only if, time and resources are available and the request does not negatively affect other projects and priorities. Therefore, staff is recommending that the Commission approve the contractual agreement with Marin and Santa Cruz LAFCOs.

Conclusion Staff has proven that LAFCO's productivity over the past three years has increased even though the number of staffing has been limited. While staff is confident that day-to-day operations, processing boundary changes, and upcoming service reviews will continue to be completed in a timely manner, certain projects may benefit from additional support. Staff also believes that the increase in support will not have a negative impact to LAFCO's finances.

#### Attachments

Attachment A – Contractual Agreement for Administrative Services (Santa Cruz & Marin LAFCO)

Please contact the LAFCO office if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "M. Prater".

Mike Prater  
Executive Officer

# **MULTI-LAFCO SHARED RESOURCES AGREEMENT**

By and Among

**LOCAL AGENCY FORMATION COMMISSION  
OF MARIN COUNTY,**

And

**LOCAL AGENCY FORMATION COMMISSION  
OF SANTA CRUZ COUNTY**

[Dated as of January 4, 2023]

## ARTICLE 1. PARTIES AND EFFECTIVE DATE

**1.1 Parties.** This Multi-LAFCO Shared Resources Agreement (“Agreement”) is entered into by and among the Local Agency Formation Commission of Marin County (“Marin LAFCO”) and the Local Agency Formation Commission of Santa Cruz County (“Santa Cruz LAFCO”). The LAFCOs are sometimes referred to herein as an “Interested LAFCO” and collectively as the “Supporting LAFCOs” or “LAFCOs.” This Agreement is dated as of January \_\_\_\_, 2023, for references purposes only and will become effective until the “Effective Date” defined in Section 1.2 below. A local agency formation commission may be referred to as a “LAFCO.”

**1.2 Effective Date.** This Agreement will become effective on the date (“Effective Date”) signed by the Supporting LAFCOs. Signatures may be made by the Interested LAFCO’s Chair or Executive Officer.

## ARTICLE 2. RECITALS

**2.1 Santa Cruz LAFCO Background.** At present, Santa Cruz LAFCO has one employee (Executive Officer). In the event that the Executive Officer requires a leave of absence, due to medical or personal reasons (ex. vacation or paternity/maternity leave), it may be beneficial to have administrative services covered during their extended time away from the office. Rather than hiring temporary assistance, coupled with the fact that a learning curve about LAFCO would most likely be required, it may be beneficial to implement a shared services/resources agreement with neighboring LAFCOs for temporary administrative/operational assistance. For these reasons, Santa Cruz LAFCO reached out to neighboring LAFCOs to solicit interest in sharing resources.

**2.2 Marin LAFCO Background.** At present, Marin LAFCO has three employees (Executive Officer, Deputy Executive Officer, and Clerk/Jr. Analyst). Additionally, Marin LAFCO. In certain instances, Marin LAFCO may not be able to provide mapping support promptly in which causes delays for Marin LAFCO. Rather than waiting for the third party providers to provide the requested mapping services, it may be beneficial to implement a shared services/resources agreement with a neighboring LAFCO for mapping support. Santa Cruz LAFCO has expressed interest in providing mapping services on an as-needed basis and Marin LAFCO has also indicated that they can provide administrative services.

**2.3 Other LAFCOs.** At present, other Coastal Region LAFCOs are equipped with multiple staff members and do not need administrative assistance at this time. However, they may have the opportunity to join the Agreement in the future as set forth below.

**NOW, THEREFORE,** in consideration for the mutual covenants set forth herein, the receipt and adequacy of which is hereby acknowledged, the Interested LAFCOs agree as follows:

## ARTICLE 3. TERMS

### 3.1 Administrative Services.

**3.1.1 Clerical Support.** An Interested LAFCO may reach out to any of the Supporting LAFCO for clerical support, including but not limited to, agenda packet preparation, public noticing, protest hearing noticing, record retention, scanning archives, etc. If support reaches more than five (5) total hours in any given month, the LAFCO providing services may charge the

LAFCO receiving services based on their regular hourly rate or rate determined by the affected LAFCOs, which may include the salary and benefits of the staff member and reasonable overhead charges.

**3.1.2 Website Support.** An Interested LAFCO may reach out to any of the Supporting LAFCOs for website support, including but not limited to, uploading agenda packets, revising outdated language, correcting broken links, etc. If support reaches more than five (5) hours in any given month, the LAFCO providing services may consider charging the LAFCO receiving services based on their regular hourly rate or rate determined by the affected LAFCOs, which may include the salary and benefits of the staff member and reasonable overhead charges.

**3.1.3 Other Administrative Support.** An Interested LAFCO may reach out to any of the Supporting LAFCOs for other administrative support, including but not limited to, developing maps for services reviews and/or applications, providing assistance during a LAFCO meeting, receiving/answering voicemails/emails during leave of absence, operating the LAFCO office if out on leave, etc. If support reaches more than five (5) hours in any given month, the LAFCO providing services may consider charging the LAFCO receiving services based on their regular hourly rate or rate determined by the affected LAFCOs, which may include the salary and benefits of the staff member and reasonable overhead charges. Travel time and costs can be factored into the amount being charged as long as basic cost estimates are provided and approved by interested LAFCO prior to work being performed.

## **ARTICLE 4. GENERAL PROVISIONS**

**4.1 Duration.** This Agreement shall remain in effect until terminated by the Supporting LAFCOs or if by withdrawal, there is only a single Supporting LAFCO. Any one of the Supporting LAFCOs may withdraw from the Agreement with notice by that Interested LAFCO following the submittal of a written request to be removed in accordance with Section 4.3. Any Interested LAFCO that has withdrawn may become a party to the Agreement by executing the Agreement and providing written notice to the Supporting LAFCOs in accordance with Section 4.3.

**4.2 No Third Party Beneficiaries.** The Supporting LAFCOs expressly acknowledge that they do not intend, by their execution of this Agreement, to benefit any person or entities not signatory to this Agreement. No person or entity not a signatory to this Agreement will have any rights or causes of action against the Supporting LAFCOs, or any combination thereof, arising out of or due to the Interested LAFCOs' entry into this Agreement.

**4.3 Notice.** All notices to be given shall be in writing and may be made by personal delivery, via email, certified mail, postage prepaid or return receipt requested. Mailed notices shall be addressed to the Supporting LAFCOs at the addresses listed below, but each Interested LAFCO may change the address by written notice in accordance with this paragraph. Receipt will be deemed made as follows: notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated on receipt or region.

**Marin LAFCO**  
1401 Los Gamos Drive, Suite 220  
San Rafael, CA 94903

**Santa Cruz LAFCO**  
701 Ocean Street, Room 318-D  
Santa Cruz, CA 95060

**4.4 Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which shall constitute an original.

**4.5 Entire Agreement.** This Agreement contains the entire Agreement of the Supporting LAFCOs with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements, either written or oral, express or implied.

**4.6 Further Acts.** The Parties agree to execute such additional documents and to take such further actions as are reasonably necessary to accomplish the objectives and intent of this Agreement.

**4.7 Addition of LAFCOs.** LAFCOs may become parties to this Agreement by executing this Agreement and with the written request of an existing Interested LAFCO and the written consent of the other Interested LAFCOs. The Executive Officer of each Interested LAFCO may request or consent to the addition of a new Interested LAFCO.

**4.8 Authorization to Execute.** The signatories to this Agreement warrant that they have been lawfully authorized by their respective Supporting LAFCOs to execute this Agreement on their behalf. Upon request, the Supporting LAFCOs shall deliver all applicable bylaws, resolutions, or other documents evidencing the signatories' legal authority to execute this Agreement on behalf of the respective Supporting LAFCOs.

**4.9 Severability.** If any provision or clause of this Agreement or any application of it to any person, firm, organization, partnership or corporation is held invalid, such invalidity shall not affect other provisions of this Agreement which can be given effect without the invalid provision or application. To this end, the provisions of this Agreement are declared to be severable.

**4.10 Employee Responsibility.** The employees of the Supporting LAFCOs providing services to any Interested LAFCO under this Agreement shall remain solely employees of the applicable one of the Supporting LAFCOs and shall have no claim to wages, benefits, pensions, civil service or any other rights provided by Interested LAFCO to its own employees. The Supporting LAFCOs shall secure and maintain workers' compensation insurance that will cover its own employees who may provide services under this Agreement. Each of the Supporting LAFCOs will indemnify and hold each other harmless from and against claims by their employees injured while performing services under this Agreement.

The Supporting LAFCOs expressly agree that none of them have, nor are assuming, any liability for the payment of wages or any other compensation or benefits to the others' employees performing services pursuant to this Agreement, nor shall any Interested LAFCO be liable for compensation to the employees of the other Supporting LAFCOs for injury or sickness arising out of performance of services pursuant to this Agreement. All such liabilities are the exclusive responsibility of the party employing such employees. Each of the Supporting LAFCOs will indemnify and hold each other harmless from and against claims by their employees.

**4.11 Indemnification.** Each of the Supporting LAFCOs shall defend, indemnify and hold the other Supporting LAFCOs and their officers, agents and employees harmless from any claim or action arising out of any willful misconduct or negligence in the performance of this

Agreement. This section is not intended to and does not abrogate or otherwise limit any immunity with which any of the Supporting LAFCOs may assert against any third party claim under the Government Code or otherwise.

**4.12 Insurance.** Each party shall provide and maintain insurance in the form and amounts prescribed below or provide a statement to the other parties that the entity is self-insured up to the amounts specified below:

4.12(a) Commercial General Liability Insurance / Automobile Liability Insurance. Coverage will be based on the subject LAFCO's adopted policies. At present, Marin and Santa Cruz LAFCOs do not own any vehicles and staff members get reimbursement in accordance with their respective policies.

4.12(b) Workers' Compensation. In at least the minimum statutory limits. With respect to Workers Compensation coverage, the Parties shall provide Workers' Compensation Coverage for its employees for all injuries sustained in the normal course and scope of the performance of the services rendered pursuant to this Agreement.

4.12(c) General provisions for all insurance. All insurance shall:

- Be endorsed to include the other parties, their elected and appointed directors, officials, officers, employees, volunteers and agents, as additional insureds with respect to this Agreement and the performance of this Agreement. The coverage shall contain no special limitations on the scope of its protection to the above-designated insureds.
- Be primary with respect to any insurance or self-insurance programs of that party, its elected and appointed directors, officials, officers, employees, volunteers and agents.

"Marin LAFCO"

By: Jason Fried

Jason Fried, Executive Officer

Date: 1/4/23

"Santa Cruz LAFCO"

By: Joe Serrano

Joe Serrano, Executive Officer

Date: 1/4/23

# Shared Resources Agreement

Final Audit Report

2023-01-04

Created:	2023-01-04
By:	Jason Fried (jfried@marinlafco.org)
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## "Shared Resources Agreement" History

-  Document created by Jason Fried (jfried@marinlafco.org)  
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-  Email viewed by Joe Serrano (joe.serrano@santacruzcounty.us)  
2023-01-04 - 8:12:17 PM GMT
-  Document e-signed by Joe Serrano (joe.serrano@santacruzcounty.us)  
Signature Date: 2023-01-04 - 8:13:03 PM GMT - Time Source: server
-  Agreement completed.  
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