



# **LAFCO**

## *Alameda* Local Agency Formation Commission

### **NOTICE OF REGULAR MEETING AND AGENDA**

ALAMEDA LOCAL AGENCY FORMATION COMMISSION

THURSDAY, JULY 10, 2025

2:00 P.M.

Ralph Johnson, Chair — Jack Balch, Vice Chair — Nate Miley — David Haubert — John Marchand — Mariellen Faria — Sblend Sblendorio  
Lena Tam, Alternate — Sherry Hu, Alternate — Peter Rosen, Alternate — Bob Woerner, Alternate

#### **In Person:**

Council Chamber  
Dublin City Hall  
100 Civic Plaza  
Dublin, CA 94568

#### **Or from the following remote locations:**

- 1221 Oak Street, Suite 536, Oakland, CA 94612
- 1507 Cheryl Street, Redlands, CA 92374

#### **Via Video-Teleconference Participation:**

<https://us02web.zoom.us/j/82983511571?pwd=bi8xWkVsU2QxYjB3bzE2S2lubnN2Zz09>

Meeting ID: 829 8351 1571

Password (if prompted): lafco or 140331

(669)-900-9128

**Remote participation by e-mail** is also welcomed by sending comments to LAFCO staff at [rachel.jones@acgov.org](mailto:rachel.jones@acgov.org). All e-mails received before 4:00 P.M. one business day before the meeting will be forwarded to the Commission and posted online. These comments will also be referenced at the meeting.

If you need assistance before the meeting, please contact Executive Officer, Rachel Jones at:  
[rachel.jones@acgov.org](mailto:rachel.jones@acgov.org)

1. **2:00 P.M. – Call to Order and Pledge of Allegiance**
2. **Roll Call**

3. **Recognition of Dedicated Service:** The Commission will recognize Alternate Special District Member, Georgean Vonheeder-Leopold, for her distinguished service to Alameda LAFCO. Her thoughtful leadership, commitment to good governance, and advocacy for the public interest have contributed significantly to the agency's mission and success. The Commission extends its sincere gratitude for her years of service and contributions to the LAFCO community.
4. **Welcome New Commissioners:** – The Commission will acknowledge the results of the Independent Special Districts Selection Committee election held on May 14, 2025, confirming the election of Peter Rosen from Hayward Area Recreation and Park District to the Alternate Special District Member seat.
5. **Public Comment:** Anyone from the audience may address the Commission on any matter not listed on the agenda and within the jurisdiction of Alameda LAFCO. The Commission cannot act upon matters not appearing on the agenda. *Speakers are limited to three (3) minutes.*
6. **Consent Items:**
  - a. Approval of Meeting Minutes: May 8, 2025 Regular Meeting
  - b. Contract Extension for Professional Auditing Services
  - c. Approval of Legal Services Contract Agreement for General Counsel Services
  - d. Time Extension for LAFCO File No. 2024-01
7. **Update and Presentation on the Regional Water and Wastewater Committee – (Business)**

The Alameda Local Agency Formation Commission (LAFCO) will receive a presentation on the progress of the Regional Water and Wastewater Committee initiative, including outcomes from the May 21, 2025 interagency workshop and updates on possible alignment with the Alameda County Special Districts Association (ACSDA). No formal action is required at this time unless otherwise directed by the Commission.

**LAFCO Staff Recommendation:** No formal action is required at this time unless otherwise directed by the Commission.

8. **SALC Planning Grant Application – (Business)**

The Alameda Local Agency Formation Commission (LAFCO) is asked to approve the attached resolution authorizing LAFCO to serve as lead applicant for a \$500,000 Sustainable Agricultural Lands Conservation (SALC) planning grant. If awarded, the grant will support a two-year regional planning effort to establish the Bay Area Agricultural Resiliency Collaborative and develop tools and strategies to align farmland preservation, climate resilience, and equity goals across 11 counties. Staff also requests authorization to allocate up to \$50,000 over the two-year period as the required match.

**LAFCO Staff Recommendation:** Adopt the resolution of application for Alameda LAFCO to serve as lead applicant; and authorize allocation of \$50,000 for matching funds; and authorize the Executive Officer to return to the Commission with a grant agreement, if awarded.

**9. CALAFCO Board Nominations and Voting Delegate – (Business)**

The Alameda Local Agency Formation Commission (LAFCO) will consider action items relating to the California Association of Local Agency Formation Commissions (CALAFCO) Annual Conference scheduled for October 22<sup>nd</sup>-24<sup>th</sup> in San Diego.

**LAFCO Staff Recommendation:** Appoint a voting delegate and alternate voting delegate for the 2025 CALAFCO Annual Conference; and advise staff or the Chair on any nominations for the CALAFCO Board of Directors.

**10. Policy and Budget Committee Appointments – (Business)**

LAFCO shall have a standing policy and budget committee for the purpose of reviewing and recommending policies, an annual work plan and annual budget to the Commission. The Policy and Budget Committee meets on the first Thursday of even-numbered months at 2:00 P.M. at Dublin City Hall. Current members include Commissioners Johnson and Woerner.

**LAFCO Staff Recommendation:** Staff requests the Commission appoint one additional member to fill the remaining vacancy.

**11. Matters Initiated by Members of the Commission**

**12. Executive Officer Report**

**13. Informational Items**

- a. Current and Pending Proposals
- b. Progress Report on 2024-2025 Work Plan
- c. CALAFCO Update
- d. CALAFCO Annual Conference from October 22<sup>nd</sup> – 24<sup>th</sup> in San Diego

**14. Adjournment of Regular Meeting**

**Next Meetings of the Commission**

**Policy and Budget Committee Meeting**

**Thursday, August 7, 2025 at 2:00 p.m., Dublin City Hall, Bray Community Room**

**Regular Meeting**

**Thursday, September 11, 2025 at 2:00 p.m., Dublin City Hall, Council Chamber**

**DISCLOSURE OF BUSINESS OR CAMPAIGN CONTRIBUTIONS TO COMMISSIONERS**

Government Code Section 84308 requires that a Commissioner (regular or alternate) disqualify herself or himself and not participate in a proceeding involving an "entitlement for use" application if, within the last twelve months, the Commissioner has received **\$250 or more in business or campaign contributions from an applicant, an agent of an applicant, or any financially interested person who actively supports or opposes a decision on the matter.** A LAFCo decision approving a proposal (e.g., for an annexation) will often be an "entitlement for use" within the meaning of Section 84308. Sphere of Influence determinations are exempt under Government Code Section 84308.

If you are an applicant or an agent of an applicant on such a matter to be heard by the Commission and if you have made business or campaign contributions totaling \$250 or more to any Commissioner in the past twelve months, Section 84308(d) requires that you disclose that fact for the official record of the proceeding. The disclosure of any such contribution (including the amount of the contribution and the name of the recipient Commissioner) must be made either: 1) In writing and delivered to the Secretary of the Commission prior to the hearing on the matter, or 2) By oral declaration made at the time the hearing on the matter is opened. Contribution disclosure forms are available at the meeting for anyone who prefers to disclose contributions in writing.

Pursuant to GC Section 84308, if you wish to participate in the above proceedings, you or your agent are prohibited from making a campaign contribution of \$250 or more to any Commissioner. This prohibition begins on the date you begin to actively support or oppose an application before LAFCO and continues until 3 months after a final decision is rendered by LAFCO. If you or your agent have made a contribution of \$250 or more to any Commissioner during the 12 months preceding the decision, in the proceeding that Commissioner must disqualify himself or herself from the decision. However, disqualification is not required if the Commissioner returns that campaign contribution within 30 days of learning both about the contribution and the fact that you are a participant in the proceedings. Separately, any person with a disability under the Americans with Disabilities Act (ADA) may receive a copy of the agenda or a copy of all the documents constituting the agenda packet for a meeting upon request. Any person with a disability covered under the ADA may also request a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in a public meeting. Please contact the LAFCO office at least three (3) working days prior to the meeting for any requested arrangements or accommodations.

Alameda LAFCO Administrative Office  
224 West Winton Avenue, Suite 110  
Hayward, CA 94544  
T: 510.670.6267  
W: [alamedalafco.org](http://alamedalafco.org)





## AGENDA REPORT

July 10, 2025

Item No. 6a

**TO:** Alameda Commissioners

**FROM:** April L. Raffel, Commission Clerk

**SUBJECT:** May 8<sup>th</sup> Regular Meeting Minutes

The Alameda Local Agency Formation Commission (LAFCO) will consider draft minutes prepared for the regular meeting held on May 8, 2025. The minutes are in action-form and being presented for formal Commission approval.

### Background

The Ralph M. Brown Act was enacted by the State Legislature in 1953 and – among other items – requires public agencies to maintain written minutes for qualifying meetings.

### Discussion

This item is for Alameda LAFCO to consider approving action minutes for the May 8, 2025, regular meeting. The attendance record for the meeting is as follows.

- All regular Commissioners were present except Sblend Sblendorio (Public Member)
- All alternate Commissioners were present except Lena Tam (County of Alameda)

### Alternatives for Action

The following alternatives are available to the Commission:

#### Alternative One (Recommended):

Approve the draft minutes prepared for Alameda LAFCO's May 8, 2025, regular meeting. (Attachment 1) with any desired corrections or clarifications.

#### Alternative Two:

Continue consideration of the report to a future meeting and provide directions to staff as needed.

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#### Administrative Office

Rachel Jones, Executive Officer  
224 West Winton Avenue, Suite 110  
Hayward, California 94544  
T: 510.670.6267  
[www.alamedalafco.org](http://www.alamedalafco.org)

Nate Miley, Regular  
County of Alameda

David Haubert, Regular  
County of Alameda

Lena Tam, Alternate  
County of Alameda

Jack Balch, Regular  
City of Pleasanton

John Marchand, Vice Chair  
City of Livermore

Sherry Hu, Alternate  
City of Dublin

Ralph Johnson, Chair  
Castro Valley Sanitary District

Mariellen Faria, Regular  
Eden Township Healthcare District

Peter Rosen, Alternate  
Hayward Area Recreation and Park District

Sblend Sblendorio, Regular  
Public Member

Bob Woerner, Alternate  
Public Member

## **Recommendation**

It is recommended the Commission proceed with Alternative Action One.

## **Procedures**

This item has been placed on Alameda LAFCO's agenda as part of the consent calendar. A successful motion to approve the consent calendar will include taking affirmative action on the staff recommendation as provided unless otherwise specified by the Commission.

Respectfully,



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April L. Raffel  
Commission Clerk

## **Attachments:**

1. Draft Meeting Minutes for May 8th, 2025, Regular Meeting

**SUMMARY ACTION MINUTES**  
**ALAMEDA LOCAL AGENCY FORMATION COMMISSION**  
**May 8, 2025, Regular Meeting**  
**City of Dublin Council Chambers, 100 Civic Drive, Dublin, CA**

**1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

**2. ROLL CALL**

The regular meeting was called to order at 2:00 p.m. by Chair Johnson.  
The Commission Clerk performed the roll call with the following attendance recorded.

Regulars Present: Jack Balch, City of Pleasanton  
Mariellen Faria, Eden Township Healthcare District\*  
David Haubert, County of Alameda (arrived at 2:16 p.m.)  
Ralph Johnson, Castro Valley Sanitary District (Chair)  
John Marchand, City of Livermore  
Nathan Miley, County of Alameda\*

Alternates Present: Sherry Hu, City of Dublin  
Georgian Vonheeder-Leopold, Dublin San Ramon Services District  
Bob Woerner, Public Member (Voting)

Members Absent: Sblend Sblendorio, Public Member  
Lena Tam, County of Alameda (alternate)

\*Attended by videoconference.

The Commission Clerk confirmed a quorum was present with six voting members. Also present at the meeting were Executive Officer Rachel Jones, Commission Counsel Andrew Massey, and Commission Clerk April Raffel.

**3. PUBLIC COMMENT:**

Chair Johnson invited anyone from the public to address the Commission on any matter not listed on the agenda and within the jurisdiction of the Commission. There was one public comment to address the Commission from the following person:

- Kelly Abreu, Fremont resident

Chair Johnson proceeded to close the public hearing.

#### 4. CONSENT ITEMS

##### Item 4a

##### **Approval of Meeting Minutes for March 13, 2025, Regular Meeting**

The item presented to approve the draft action minutes prepared for the Commission's regular meeting on March 13, 2025. Recommendation to approve.

##### Item 4b

##### **Approval of Third Quarter Budget Report for FY 2025 -2026**

The item presented to approve the Third Quarter Budget Report for FY 2025-2026. Recommendation to approve.

##### Item 4c

##### **Approval of the update to LAFCO Map and Geographic Description Policies and Procedures**

The item presented to approve the update to LAFCO Map and Geographic Description Policies and Procedures. Recommendation to approve.

Chair Johnson asked if the Commissioners would like to pull any consent items for discussion. Commissioner Marchand raised a question regarding the requirement for both mylar and paper maps in final submissions, noting that digital maps are allowed via email, disc, or USB drive. Executive Officer Jones clarified that final submission requirements are determined by the County Recorder's Office and will follow up with the County for further clarification.

Commissioner Marchand motioned with a second from Commissioner Balch to approve the consent calendar of March 13<sup>th</sup> regular meeting minutes.

AYES:	Balch, Faria, Johnson, Marchand, Miley, and Woerner (voting for Sblendorio)
NOES:	None
ABSENT:	Haubert, Sblendorio
ABSTAIN:	None

The motion was approved 6-0.

#### 5. ADOPTION OF FINAL OPERATING BUDGET AND WORK PLAN FOR FY 2025-2026 - (Public Hearing)

Executive Officer Jones presented the item for consideration in adopting the final budget and work plan for the fiscal year 2025-2026. These items were returned for final consideration following their adoption in draft form and completion of the public review period. The final budget and work plan remain intact from its initial draft. The final budget totaled \$910,855, reflecting an increase of \$92,317, or 11.3%, from the current fiscal year. This increase was primarily due to LAFCO's continued transition towards operational independence from the County. Key cost drivers included employee benefits and professional services for functions such as payroll, bookkeeping, and legal support. Revenues were balanced to match expenses. This included a \$64,317, or 12.6% increase in agency contributions, and the application of a \$295,000 fund balance, consistent with the prior fiscal year but increased by \$25,000. Recommendation to approve.

Chair Johnson invited a Commission discussion. Commission discussion continued.

Chair Johnson invited public comments. There were none.

Commissioner Marchand motioned with a second from Commissioner Woerner to approve the final budget and work plan for the fiscal year 2025-2026.

AYES:	Balch, Faria, Johnson, Marchand, Miley, and Woerner (voting for Sblendorio)
NOES:	None
ABSENT:	Haubert, Sblendorio
ABSTAIN:	None

The motion was approved 6-0.

**6. RECOMMENDATION FOR GENERAL COUNSEL SERVICES – (Business)**

Executive Officer Jones presented the item for consideration of selecting Colantuono, Highsmith & Whatley, PC (CHW) to serve as Alameda LAFCO's general counsel beginning January 1, 2026. The recommendation is to authorize the Executive Officer to negotiate a contract with CHW, designating Matthew Summers as LAFCO's legal counsel, and to direct staff to return to the Commission at the next regular meeting for formal approval.

Chair Johnson invited public comments. There was one public comment to address the Commission from the following person:

- Kelly Abreu, Fremont resident

Chair Johnson proceeded to close the public hearing.

Chair Johnson invited a Commission discussion. Commission discussion continued.

Commissioner Haubert motioned with a second from Commissioner Woerner, to approve Colantuono, Highsmith & Whatley, PC (CHW) to serve as Alameda LAFCO's legal counsel beginning January 1, 2026. Roll call requested:

AYES:	Balch, Faria, Haubert, Johnson, Marchand, Miley, and Woerner (voting for Sblendorio)
NOES:	None
ABSENT:	Sblendorio
ABSTAIN:	None

The motion was approved 7-0.

**7. MEMORANDUM OF UNDERSTANDING (MOU) EXTENSION AND TRANSITION PLAN – (Business)**

Executive Officer Jones presented the item for consideration of the Sixth Amendment to the Memorandum of Understanding (MOU) with the County of Alameda, extending the agreement through December 31, 2025. The amendment also authorizes the Executive Officer to execute the agreement on behalf of the Commission. The extension ensures continuity of service and provides legal clarity as LAFCO moves toward full operational independence from the County. Recommendation to approve.

Chair Johnson invited public comments. There were none.

Chair Johnson invited a Commission discussion. There was none.

Commissioner Faria motioned with a second from Commissioner Marchand to approve the transition plan for operational independence and extension of the County MOU until December 31, 2025. Roll call requested:

AYES:	Balch, Faria, Haubert, Johnson, Marchand, Miley, and Woerner (voting for Sblendorio)
NOES:	None
ABSENT:	Sblendorio
ABSTAIN:	None

The motion was approved 7-0.

#### **8. NOMINATION AND ELECTION OF CHAIR AND VICE CHAIR – (Business)**

Executive Officer Jones presented the item, noting that, in accordance with the Commission's Policies and Procedures Guidelines, the Alameda Local Agency Formation Commission (LAFCO) elects its Chair and Vice Chair at the May meeting for a two-year term. The newly elected officers will assume their roles at the next regular Commission meeting. Recommendation to nominate and elect the Commission Chair and Vice Chair for a two-calendar year term.

Commissioner Woerner nominated Commissioner Johnson to be the Chair, with a second from Commissioner Marchand.

Chair Johnson invited public comments. There were none. Roll call requested:

AYES:	Balch, Faria, Haubert, Johnson, Marchand, Miley, and Woerner (voting for Sblendorio)
NOES:	None
ABSENT:	Sblendorio
ABSTAIN:	None

The motion was approved 7-0.

Commissioner Balch nominated Commissioner Marchand to be Vice Chair, with a second from Commissioner Haubert.

Chair Johnson invited public comments. There were none. Roll call requested:

AYES:	Balch, Faria, Haubert, Johnson, Marchand, Miley, and Woerner (voting for Sblendorio)
NOES:	None
ABSENT:	Sblendorio
ABSTAIN:	None

The motion was approved 7-0.

## 9. MATTERS INITIATED BY MEMBERS OF THE COMMISSION

- Commissioner Woerner requested clarification on the definition of an annexation, and the Commission continued its discussion of the Remen Tract. Commissioner Marchand addressed the challenges associated with annexing the Remen Tract in Pleasanton, noting the community's opposition. Commissioner Miley recommended placing the item on a future agenda for public discussion, including water-related issues before LAFCO. Executive Officer Jones stated she would add the topic to the work plan, as the goal is to provide an informational report on unincorporated islands. Chair Johnson noted that there should be existing records documenting LAFCO's past actions related to the area.

## 10. EXECUTIVE OFFICER REPORT

- CALAFCO Letter – Organizational Transition and Member Engagement

## 11. INFORMATIONAL ITEMS

- a. Current and Pending Proposals
- b. Progress Report on 2024-2025 Work Plan
- c. CALAFCO Staff Workshop from April 30<sup>th</sup> – May 2<sup>nd</sup> in Temecula, California

## 12. ADJOURNMENT OF REGULAR MEETING

Chair Johnson adjourned the meeting at 2:40 p.m.

### Next Meetings of the Commission

#### Policy and Budget Committee Meeting

Thursday, June 5, 2025, at 2:00 p.m., Dublin City Hall, Bray Community Room

#### Regular Meeting

Thursday, July 10, 2025, at 2:00 p.m., Dublin City Hall, Council Chambers

I hereby attest the minutes above accurately reflect the Commission's deliberations at its May 8, 2025, regular meeting.

ATTEST,



April L. Raffel  
Commission Clerk

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# LAFCO

*Alameda* Local Agency Formation Commission

## AGENDA REPORT

July 10, 2025

Item No. 6b

**TO:** Alameda Commissioners

**FROM:** Rachel Jones, Executive Officer

**SUBJECT:** Contract Extension for Professional Auditing Services

The Alameda Local Agency Formation Commission (LAFCO) will consider amending its existing agreement with O'Connor & Company for professional auditing services to extend the contract through May 2027 and increase the contract amount by \$23,000.

### Background

At its May 11, 2023 regular meeting, Alameda LAFCO approved a service contract with O'Connor & Company to conduct independent financial audits for fiscal year 2022-2023. The contract was initiated in May 2023 as the result of a competitive selection process conducted by an Ad Hoc Selection Committee comprised of Commissioners Ralph Johnson, Georgean Vonheeder-Leopold, and Executive Officer Rachel Jones.

LAFCO's financial records are managed by the County of Alameda's Auditor's Office. These records are not included in the County's external audits and must therefore be independently verified.

The scope of work included the preparation of a two-year audit report to verify the Commission's fund balance and financial performance.

### Discussion

Staff proposes to extend the contract with O'Connor & Company for professional auditing services beginning in May 2025 for a 24-month period. The extension ensures continuity of service and provides sufficient time to complete audit work for the Commission's next report. The extension includes an increase of \$23,000 in the contract amount.

Maintaining an independent audit process supports Alameda LAFCO's broader objective to operate with increased administrative and financial independence. As LAFCO continues to pursue operational separation from county services, retaining external auditing services ensures continued transparency, accountability, and credibility in financial reporting. This also highlights key pillars in demonstrating LAFCO's readiness to function as a standalone entity.

#### Administrative Office

Rachel Jones, Executive Officer  
224 West Winton Avenue, Suite 110  
Hayward, California 94544  
T: 510.670.6267  
[www.alamedalafco.org](http://www.alamedalafco.org)

Nate Miley, Regular  
County of Alameda

David Haubert, Regular  
County of Alameda

Lena Tam, Alternate  
County of Alameda

Jack Balch, Regular  
City of Pleasanton

John Marchand, Regular  
City of Livermore

Sherry Hu  
City of Dublin

Ralph Johnson, Chair  
Castro Valley Sanitary District

Mariellen Faria, Regular  
Eden Township Healthcare

Peter Rosen, Alternate  
Hayward Area Recreation and Park District

Sblend Sblendorio, Regular  
Public Member

Bob Woerner, Alternate  
Public Member

## **Financing**

Funding to support this contract extension is incorporated into the Commission's FY 2025-2026 budget.

## **Alternatives for Action**

The following alternatives are available to the Commission:

### Alternative One (Recommended):

Approve the contract amendment for professional auditing services with O'Connor & Company for a 24-month period and a \$23,000 increase in the contract amount; and authorize the Executive Officer to finalize and execute the contract extension in consultation with legal counsel.

### Alternative Two:

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

### Alternative Three:

Decline to approve agreement.

## **Recommendation**

It is recommended the Commission proceed with Alternative Action One.

## **Procedures**

This item has been placed on Alameda LAFCO's agenda as part of the consent calendar. A successful motion to approve the consent calendar will include taking affirmative action on the staff recommendation as provided unless otherwise specified by the Commission.

Respectfully,



Rachel Jones  
Executive Officer

Attachment:

1. Draft Contract Amendment
2. Original O'Connor & Company Contract Agreement

## AGREEMENT AMENDMENT

Reference is made to that contract entered into on the 11<sup>th</sup> day of May 2023, by and between the Alameda Local Agency Formation Commission, a public agency of the State of California, hereinafter "Alameda LAFCO," and O'Connor & Company, a business duly qualified in the State of California, whose principal place of business is 1701 Novato Boulevard, Suite 302, Novato, CA 94947, hereinafter the "Contractor," and together, the "Parties" ("the Agreement").

WHEREAS, the Parties desire to extend the term of the existing Agreement such that Contractor may continue to provide services to Alameda LAFCO under the existing scope of work and at the previously agreed-upon rates;

NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

Said Agreement is hereby amended as follows:

1. Extend the term of the agreement through May 11, 2027.
2. Increase the contract amount by \$23,000 for a total contract not-to-exceed amount of \$46,000.

This amendment is effective May 11, 2025. Except as specifically amended, the remaining provisions of the Agreement remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have executed this amendment.

Alameda LAFCO

Contractor

O'Connor & Company

By: \_\_\_\_\_  
Rachel Jones, LAFCO Executive Officer

By: \_\_\_\_\_  
Michael O' Connor

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

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

APPROVED AS TO FORM

Address:

\_\_\_\_\_  
Andrew Massey, LAFCO Legal Counsel

1701 Novato Boulevard, Suite 302  
Novato, CA 94947

Taxpayer ID#:

P.O./Contract # 0000005950

**ALAMEDA LAFCO, ALAMEDA COUNTY, STATE OF CALIFORNIA  
STANDARD AGREEMENT**

THIS AGREEMENT, made and entered into this 11th day of May, 2023 by and between the ALAMEDA LOCAL AGENCY FORMATION COMMISSION, a public agency of the State of California, hereafter called the "Alameda LAFCO", and O'Connor & Company, a business duly qualified in the State of California, whose principal place of business 1701 Novato Boulevard, Suite 302, Novato, CA 94947, is hereafter called the "Contractor."

**WITNESSETH**

WHEREAS, the Alameda LAFCO desires to obtain professional consulting services for a auditing services that is a part of LAFCO's workplan for fiscal year 2022-2023 and the proposal can be viewed in Exhibit A attached hereto ("Services"); and

WHEREAS, Contractor is professionally qualified to provide such services; and

WHEREAS, the Alameda LAFCO desires to retain and employ the services of Contractor in connection with such work, and Contractor is agreeable with such employment.

NOW, THEREFORE, it is agreed that the Alameda LAFCO does hereby retain and employ Contractor to provide the Services in connection with such work, and Contractor accepts such employment, on the terms and conditions hereinafter specified in this Agreement and additional provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Scope of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements


CONTRACT PERIOD will be a continuance from May 12, 2023 through May 12, 2025. This Agreement may be extended by mutual agreement of both parties hereto, in writing not less than thirty (30) days prior to the expiration of this Agreement.

COMPENSATION: The Alameda LAFCO agrees to pay Contractor, pursuant to the terms set forth in Exhibit B, for services performed hereunder in a total amount not to exceed \$23,000 for the term of the current agreement, including all expenses, contingencies, and other miscellaneous expenses.

ADDITIONAL PROVISIONS, pages 3 through 11, attached hereto constitute a part of this agreement.

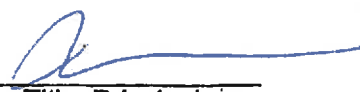
IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

ALAMEDA LAFCO

By:   
Rachel Jones  
LAFCO EXECUTIVE OFFICER

CONTRACTOR

  
CONTRACTOR

By:   
Title: Principal

1701 Novato Blvd., Suite 302  
Novato, CA 94947


Tax Payer I.D. # 88-3469983

APPROVED AS TO FORM:

  
Andrew Massey,  
LAFCO LEGAL COUNSEL

I hereby certify under penalty of perjury that the Executive Officer of the Alameda LAFCO was duly authorized to execute this document on behalf of the Alameda LAFCO by a majority vote of the Commission on May 11, 2023.

Date: May 12, 2023

ATTEST:   
Alameda LAFCO  
County of Alameda  
State of California

By: April Raffel, LAFCO Commission Clerk

## **ADDITIONAL PROVISIONS**

1. **EMPLOYER/EMPLOYEE RELATIONSHIP:** No relationship of employer and employee is created by this Agreement, it being understood that Contractor shall act hereunder as an independent Contractor; that Contractor shall not have any claim under this Agreement or otherwise against the Alameda LAFCO for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, retirement benefits, Social Security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind; that Contractor shall be solely liable for and obligated to pay directly all applicable taxes, including, but not limited to, Federal and State income taxes, and in connection therewith Contractor shall indemnify and hold the Alameda LAFCO harmless from any and all liability which the Alameda LAFCO may incur because of Contractor's failure to pay such taxes; that Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of the Alameda LAFCO is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the agency concerned. Notwithstanding the foregoing, if the Alameda LAFCO determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, the Alameda LAFCO shall, upon two weeks notice to Contractor withhold from the payments to Contractor hereunder federal and state income taxes and pay said sums over to the Federal and State governments.
2. **HOLD HARMLESS/INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify Alameda LAFCO, its Commissioners, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. Alameda LAFCO may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to Alameda LAFCO, including defense costs, and shall not be limited by any insurance limits.
3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with Alameda LAFCO maintain in force those insurance policies as designated in the attached Exhibit C, "Insurance Requirements," and will comply with all those requirements as stated herein.
4. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from the Alameda LAFCO any costs, settlements, or expenses of Workers' Compensation claims arising out of this agreement.
5. **CONFORMITY WITH LAW AND SAFETY:**
  - A. Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services or any part hereof, including all provisions of the Occupational Safety and Health Act of 1979 and all amendments thereto, and

all applicable federal, state, municipal, and local safety regulations. All services performed by Contractor must be in accordance with these laws, ordinances, codes and regulations. Contractor shall indemnify and hold Alameda LAFCO harmless from any and all liability, fines, penalties and consequences from any noncompliance or violations of such laws, ordinances, codes and regulations. If a provision of this Agreement is found to be invalid, the parties legally, commercially, and practicably can continue this Agreement without that provision, and the remainder of this Agreement shall continue in force and effect unless an essential purpose of this Agreement would be defeated by the loss of such provision. In the event any of the terms, conditions, or provisions of this Agreement are held to be illegal or otherwise unenforceable, such term, condition or provision shall be deemed severable from the remainder of this Agreement and shall not cause any other part or provision of this Agreement to be illegal or unenforceable.

- B. Accidents: If death, serious personal injury or substantial property damage occurs in connection with the performance of this agreement, Contractor shall immediately notify Alameda LAFCO by telephone. Contractor shall promptly submit to Alameda LAFCO a written report, in such form as may be required by Alameda LAFCO of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's subcontractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of accident and whether any of LAFCO's equipment, tools, material, or staff were involved. Contractor further agrees that it shall take all reasonable steps to preserve all physical evidence and information which may be relevant to accidents or circumstances surrounding a potential claim, while maintaining public safety. Contractor shall provide Alameda LAFCO the opportunity to review and inspect such evidence, including the scene of the accident.
6. PAYMENT: Payment to Contractor will be made only upon presentation of proper invoice by Contractor subject to the approval of Alameda LAFCO, and in accordance with this Agreement and its Exhibit B.
  7. ROYALTIES AND INVENTIONS: The Alameda LAFCO shall have a royalty-free, exclusive and irrevocable license to reproduce, publish and use the results produced in the course of or under this Agreement; and Contractor shall not publish any such material relating to Alameda LAFCO without prior consent of Alameda LAFCO.
  8. CONFIDENTIALITY OF INFORMATION: Confidential information is defined as all information disclosed to Contractor which relates to Alameda LAFCO's past, present, and future activities, as well as activities under this Agreement. Contractor will hold all such information with the same degree of care which Contractor utilizes to protect its own data of a similar nature. Upon cancellation or expiration of this Agreement, Contractor will return to Alameda LAFCO all written or descriptive matter which contains any such confidential information.
  9. CONFLICT OF INTEREST: No officer, member, or employee of Alameda LAFCO and no member of its governing body shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof. No Contractor, nor any member of Contractor's family shall serve on the Alameda LAFCO, or hold any such position which either by rule, practice or action nominates, recommends, or supervises Contractor's operations, or authorizes funding to Contractor. Contractor shall immediately bring to Alameda LAFCO's attention any situation in which its client has, or is reasonably likely to have an application or other matter pending before Alameda LAFCO. The

provisions of this Agreement are not exclusive, and thus Alameda LAFCo may at its discretion appoint a different firm to serve as its consultant in the event of a conflict. Contractor agrees not to assign any of the key personnel identified in Exhibit A to any matter that is, or is likely to be pending before Alameda LAFCO regardless of whether Alameda LAFCO in its discretion decides to hire another firm to avoid a conflict.

10. **USE OF ALAMEDA LAFCO PROPERTY:** Contractor shall not use Alameda LAFCO premises or property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
11. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES/PROVISIONS:** Contractor assures that it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
  - A. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
  - B. Contractor shall, if requested to so do by Alameda LAFCO, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
  - C. If requested to do so by Alameda LAFCO, Contractor shall provide Alameda LAFCO with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.
  - D. Contractor shall recruit vigorously and encourage minority- and women-owned businesses to bid its subcontracts.
  - E. Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
  - F. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.
12. **ASSIGNMENT OF CONTRACT:** Nothing contained in this Agreement shall be construed to permit assignment or transfer by Contractor of any rights under this Agreement and such assignment or transfer is expressly prohibited and void unless otherwise approved in writing by Alameda LAFCO.
13. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with Alameda LAFCO's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code section 812, including marijuana, heroin, cocaine, and amphetamines, at any LAFCO facility or work site. If Contractor or any employee of Contractor is convicted or pleads



nolo contendere to a criminal drug statute violation occurring at an Alameda LAFCO facility or work site, the Contractor within five days thereafter shall notify the Executive Officer of Alameda LAFCO. Violation of this provision shall constitute a material breach of this Agreement.

14. **FEDERAL AND STATE AUDITS:** Until the expiration of five (5) years after the furnishing of any services pursuant to this Agreement, Contractor shall make available, upon written request, to the Federal/State government or any of their duly authorized representatives, this Agreement, and such books, documents, and records of Contractor that are necessary to certify the nature and extent of the reasonable cost of services to Alameda LAFCO. If Contractor enters into any Agreement with any related organization to provide services pursuant to this Agreement with value or cost of \$10,000 or more over a twelve-month period, such Agreement shall contain a clause to the effect that until the expiration of five years after the furnishing of services pursuant to such subcontract, the related organization shall make available, upon written request, to the Federal/State government or any of their duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of such costs. This paragraph shall be of no force and effect when and if it is not required by law. Alameda LAFCO shall have access to Contractor's financial records for purposes of auditing payments made to Contractor hereunder. Such records shall be complete and available for audit ninety (90) days after final payment is made to Contractor hereunder and shall be retained and available for audit purposes for five (5) years after said final payment hereunder.
15. **TIME IS OF THE ESSENCE** in each and all of the provisions of this agreement.
16. **AMENDMENT:** No change, alteration, variation, modification of the terms, termination or discharge of this Agreement shall be valid unless made in writing and signed by the parties hereto.
17. **ASSURANCE OF PERFORMANCE:** If at any time Alameda LAFCO believes Contractor may not be adequately performing its obligations under this Agreement, that Contractor may fail to complete the Services as required by this Agreement, or has provided written notice of observed deficiencies in Contractor's performance, Alameda LAFCO may request from Contractor prompt written assurances of performance and a written plan to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of receipt of Alameda LAFCO's written request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide written assurances and a written plan to correct observed deficiencies, in the required time, to diligently commence and fully perform such written plan, is a material breach under this Agreement.
18. **KEY PERSONNEL:** Contractor shall identify himself as key personnel assigned to perform services in Exhibit A and obtain Alameda LAFCO approval of any substitution by the Contractor of key personnel.
19. **SUBCONTRACTORS:** Contractor shall identify and obtain Alameda LAFCO approval of all subcontractors. Nothing provided herein shall create any obligation on the part of Alameda LAFCO to pay or to see to the payment by Contractor of any monies to any subcontractor, supplier or vendor, nor create any relationship in contract or otherwise, express or implied between any such subcontractor, supplier or vendor and Alameda LAFCO. Approval by Alameda LAFCO of any subcontractor shall not constitute a waiver of any right of Alameda LAFCO to reject defective work, material or equipment, not in compliance with the requirements of this Agreement.

20. CHOICE OF LAW: This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws, and its courts shall have jurisdiction (but not exclusive jurisdiction) to hear and determine all questions relating to this Agreement.
21. WAIVER: Any failure of a party to assert any right under this Agreement shall not constitute a waiver or a termination of that right, under this Agreement or any provisions of this Agreement.
22. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire Agreement between Alameda LAFCO and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
23. TERMINATION: Alameda LAFCO may terminate this Agreement with or without cause by providing thirty (30) days notice, in writing, to the Contractor. Upon the expiration of said notice, this Agreement shall become of no further force or effect whatsoever and each of the parties hereto shall be relieved and discharged here from. Alameda LAFCo may terminate at any time without notice upon material breach of the terms of this Agreement and/or in the event that Alameda LAFCO determines that the Contractor's performance is substandard or unsatisfactory.
24. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination or expiration of the Agreement, including without limitation, the obligations regarding Hold Harmless/Indemnification (paragraph 2), Confidentiality of Information (paragraph 9), and Conflict of Interest (paragraph 10), shall survive termination or expiration.
25. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:
  - Personal delivery: When personally delivered to the recipient, notices are effective on delivery.
  - First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.
  - Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.
  - Overnight Delivery: When delivered by overnight delivery (Federal Express/United Parcel Service/DHL WorldWide Express/etc.) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.
  - Telex or facsimile transmission: When sent by telex or fax to the last telex or fax number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given

by telex or fax shall be deemed received on the next business day if is received after 5:00 p.m. (recipients time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To LAFCO:                      Alameda LAFCO  
                                         224 West Winton, Suite 110  
                                         Hayward, CA 94544

To Contractor:                O'Connor & Company  
                                         1701 Novato Boulevard, Suite 302  
                                         Novato, CA 94947

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

[END OF ADDITIONAL PROVISIONS]

**EXHIBIT A - SCOPE OF SERVICES****Alameda LAFCO**

Year Ending June 30, 2022

**Work Plan by Significant Segments**

	Sept	Oct	Nov	Hours
<b>Planning</b>				
Meet with client to discuss current year issues and audit work plan	x			2
Consult with management regarding internal control, computer and financial reporting. Review Alameda LAFCO's organizational chart, current year audit objectives of Alameda LAFCO, current litigation regarding Alameda LAFCO, new Federal, State and local legislation affecting Alameda LAFCO, material subsequent events, and review of prior year reports and findings.	x			8
Conduct Fraud Risk Assessment.	x			1
<b>Compliance</b>				
Document and evaluate significant accounting systems.	x			2
Perform all necessary compliance testing of Alameda LAFCO using various checklists to cover the following areas: Petty cash, investments, cash, minutes, contracts, ordinances, revenue, receivables, service revenue, expenditures, accounts payable, payroll and related liabilities, inventories, property, equipment and capital expenditures, grants, single audit compliance and other pertinent areas.	x			8
Discuss interim findings with management.	x			1
<b>Financial</b>				
Perform year-end substantive testing including using tailored audit programs to test year end account balances, third party confirmations, verify material balances, Alameda LAFCO compliance with its budget and additional compliance testing as needed.		x		40
Exit conference and discuss findings with management.		x		1
Prepare Draft Audit Reports and Financial Statements for Alameda LAFCO.		x	x	20
Complete/issue Financial Reports and Management Letter.		x	x	2
<b>Total Estimated Hours</b>				<b>85</b>

**EXHIBIT B – CONTRACT PAYMENT TERMS****Contracted Service:**

1. The Alameda LAFCo will pay Contractor for services provided herein, upon submittal of an invoice and summary report of services performed pursuant to this agreement. All services will be performed at the direction of, and with the prior authorization of, the LAFCo Executive Officer. Invoices will be approved by the Alameda LAFCo Executive Officer. Payments under the terms of this Agreement shall not exceed \$23,000. This amount includes all administrative expenses and costs, travel expenses and contingencies. For the purposes assigned in the proposal, the billing rates are as listed in the firm's proposal and shown below:

Michael O'Connor, Director: \$200/hour

	<u>Hours</u>	<u>Rates</u>	<u>Estimated amount</u>
Director	20	\$ 200	\$ 4,000
Audit Director/Reviewer	2	150	300
Audit Supervisor	44	120	5,280
Senior Accountant	11	100	1,100
Admin	8	100	800
	85		11,480
Travel, out-of-pocket expenses, etc.			20
Estimated Audit Fees for 2021-2022			<u>\$ 11,500</u>
Estimated Audit Fees for 2022-2023			<u>\$ 11,500</u>

2. Alameda LAFCo expects Contractor to cover all costs of professional development activities, training, and/or continuing education unless Alameda LAFCo requires such professional development activities, training and/or continuing education of Contractor or Contractor obtains prior written approval from LAFCo to incur the cost of such professional development activities, training and/or continuing education.
3. The term of this Agreement is May 12, 2023 through May 12, 2025.

**EXHIBIT C - MINIMUM INSURANCE REQUIREMENTS**

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements:

<b>TYPE OF INSURANCE COVERAGES</b>		<b>MINIMUM LIMITS</b>
<b>A</b>	<b>Commercial General Liability</b> Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
<b>B</b>	<b>Commercial or Business Automobile Liability</b> All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
<b>C</b>	<b>Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
<b>D</b>	<b><u>Endorsements and Conditions:</u></b> <ol style="list-style-type: none"> <li><b>ADDITIONAL INSURED:</b> All insurance required above with the exception of Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: the Alameda Local Agency Formation Commission (LAFCO), the individual members thereof, and all Alameda LAFCO officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</li> <li><b>DURATION OF COVERAGE:</b> All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.</li> <li><b>REDUCTION OR LIMIT OF OBLIGATION:</b> All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to Alameda LAFCO. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.</li> <li><b>INSURER FINANCIAL RATING:</b> Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to Alameda LAFCO. Acceptance of Contractor's insurance by Alameda LAFCO shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.</li> <li><b>SUBCONTRACTORS:</b> Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</li> <li><b>JOINT VENTURES:</b> If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <ul style="list-style-type: none"> <li>Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above.</li> <li>Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".</li> </ul> </li> <li><b>CANCELLATION OF INSURANCE:</b> All insurance shall be required to provide thirty (30) days advance written notice to Alameda LAFCO of cancellation.</li> <li><b>CERTIFICATE OF INSURANCE:</b> Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to Alameda LAFCO, evidencing that all required insurance coverage is in effect. Alameda LAFCO reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision.</li> </ol>	



# LAFCO

*Alameda* Local Agency Formation Commission

## AGENDA REPORT

July 10, 2025

Item No. 6c

**TO:** Alameda Commissioners

**FROM:** Rachel Jones, Executive Officer

**SUBJECT:** Approval of Legal Services Agreement | Colantuono, Highsmith, & Whatley, PC

The Alameda Local Agency Formation Commission (LAFCO) is asked to approve the attached 12-month legal services agreement with Colantuono, Highsmith, & Whatley, PC (CHW) in an amount not to exceed \$40,000. The agreement would designate CHW as special legal counsel starting July 11<sup>th</sup> and transition to general counsel effective January 1, 2026. The agreement identifies Matthew Summers as the designated attorney to serve as LAFCO legal counsel. Staff recommends approval

### Background

A Request for Proposals (RFP) was issued on March 14, 2025, inviting qualified legal firms with experience in public agency and LAFCO law. The Ad Hoc Selection Committee (Commissioners Faria, Johnson, Vonheeder-Leopold, and Woerner) reviewed proposals and conducted interviews from April 14<sup>th</sup>-18<sup>th</sup>. Following deliberation, the Committee recommended CHW based on the firm's experience, approach, and cost-effectiveness. CHW is a highly regarded firm in California with a strong track record representing LAFCOs and other local public agencies.

At the Commission's last regular meeting, staff was directed to negotiate a legal services agreement with Colantuono, Highsmith & Whatley, PC, identifying Matthew Summers as the designated attorney to serve as legal counsel; and direct staff to return to the Commission at the next regular meeting for approval.

### Discussion

Under the proposed agreement, CHW will begin as special counsel upon execution of the agreement and transition to general counsel effective January 1, 2026, following the planned conclusion of service by current legal counsel Andrew Massey on December 31, 2025. This phased approach will allow for collaboration between outgoing and incoming counsel, ensuring continuity and proactive engagement on priority projects.

#### Administrative Office

Rachel Jones, Executive Officer  
224 West Winton Avenue, Suite 110  
Hayward, California 94544  
T: 510.670.6267  
[www.alamedalafco.org](http://www.alamedalafco.org)

Nate Miley, Regular  
County of Alameda

David Haubert, Regular  
County of Alameda

Lena Tam, Alternate  
County of Alameda

Jack Balch, Regular  
City of Pleasanton

John Marchand, Regular  
City of Livermore

Sherry Hu  
City of Dublin

Ralph Johnson, Chair  
Castro Valley Sanitary District

Mariellen Faria, Regular  
Eden Township Healthcare

Peter Rosen, Alternate  
Hayward Recreation and Park District

Sblend Sblendorio, Regular  
Public Member

Bob Woerner, Alternate  
Public Member

## **Financing**

The agreement with CHW includes a not-to-exceed amount of \$40,000 for the 12-month term. Funding is included in the adopted FY 2025-2026 LAFCO budget under the Services and Supplies account. The firm's hourly rates are competitive and reflect current market standards for public agency and legal services.

## **Alternatives for Action**

The following alternatives are available to the Commission:

### Alternative One (Recommended):

Approve the legal services agreement with Colantuono, Highsmith, & Whatley, PC for a 12-month term at a not-to-exceed amount of \$40,000, with the advice of LAFCO legal counsel Andrew Massey.

### Alternative Two:

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

### Alternative Three:

Decline to approve agreement.

## **Recommendation**

It is recommended the Commission proceed with Alternative Action One.

## **Procedures**

This item has been placed on Alameda LAFCO's agenda as part of the consent calendar. A successful motion to approve the consent calendar will include taking affirmative action on the staff recommendation as provided unless otherwise specified by the Commission.

Respectfully,



Rachel Jones  
Executive Officer

Attachment:

1. Contract Agreement with Colantuono, Highsmith & Whatley, PC



## LEGAL SERVICES RETAINER AGREEMENT

The Alameda Local Agency Formation Commission ("Commission") and Colantuono, Highsmith & Whatley, PC, a professional law corporation, ("Attorneys"), hereby agree as follows:

**1. SCOPE:** Attorneys will furnish legal services to Commission with respect to (1) negotiations, development, and adoption of a restated Memorandum of Understanding with the County of Alameda in its transition to an independent Local Agency Formation Commission, to be provided as **Special Counsel Services effective July 11, 2025 through December 31, 2025**, and (2) general counsel services to support the ongoing legal needs of the Commission, to be provided as **General Counsel Services effective January 1, 2026 through July 11, 2026**. All services shall be rendered in accordance with **Exhibit A**, attached hereto and by this reference made a part hereof.

**2. TERM:** The term of this Agreement shall begin on July 11, 2025 and continues until July 11, 2026 as provided for in paragraphs 6 or 10 below.

**3. COMPENSATION RATE:** The hourly rate of compensation shall be as described in the March 31, 2025 Proposal to Provide Legal Services Letter attached hereto as **Exhibit B**, by this reference made a part hereof. The parties have agreed on a "Not to Exceed" Amount of Forty Thousand Dollars (\$40,000) for negotiations, development and adoption of a restated Memorandum of Understanding with the County of Alameda and general so in its transition to an independent Local Agency Formation Commission, as described in **Exhibit B**.

**4. PAYMENT:** Except for the compensation rate, stated above, all terms and conditions set forth in the **Exhibit A** shall dictate the terms and conditions under which services will be performed by Attorneys to Commission. All billing statements should be directed to the Commission's Legal Counsel, Andrew Massey ("Legal Counsel"), at 1221 Oak Street, Suite 450, Oakland, CA 94612 for initial review and approval, with a copy concurrently sent to Rachel Jones, Executive Officer ("Executive Officer"), Alameda LAFCo, 224 West Winton Avenue, Suite 110, Hayward, CA 94544. The billing statements should be provided on approximately a monthly basis (or as otherwise agreed to in writing by the Attorneys and Legal Counsel) detailing each person performing service and a brief description of the work performed. In addition to applicable approved hourly rates, Attorneys will be reimbursed for those out-of-pocket expenses, including travel expenses, copying expenses, word processing expenses, telephone expenses, postage expenses, and court reporter's costs as outlined in **Exhibit A**.

**5. DIRECTION:** Attorneys' work under this Agreement shall be under supervision of Legal Counsel and under the direction of Legal Counsel and the Executive Officer.

**6. TERMINATION:** This Retainer Agreement for legal services may be terminated by the Commission at any time, upon written notice by the Commission.

**7. EXPERT CONSULTANTS:** Legal Counsel will review all requests for extraordinary expenses before the same are incurred by Attorneys. Attorneys will engage no expert consultants without having first received the consent of Legal Counsel and the Executive Officer both as to the identity and task of the consultants and the hourly amount to be paid for the consultant's work.

**8. PROFESSIONAL SKILL:** Attorneys are skilled in the professional calling necessary to perform the work agreed to be done under this Agreement, and Commission relies upon the skill of Attorneys to do and perform the work in a professional and skillful manner, and Attorneys agree to perform the work in accordance with this standard.

**9. INSURANCE:**

a. During the term of this Agreement, Attorneys shall maintain comprehensive general liability coverage with aggregate limits in an amount not less than \$5 Million, and automobile coverage with combined single limits in an amount not less than \$1 Million. Upon Commission's request, Attorneys shall provide Commission a certificate evidencing this insurance. The Commission shall be named as an additional insured on each liability and automobile policy providing such coverage. Attorneys' coverage shall be primary to any insurance maintained by Commission. Unless the policy is simultaneously replaced with a new policy providing the same coverage, Attorneys shall immediately forward to Commission any notice of the cancellation or non-renewal of any such coverages, or any other policy changes that materially affect coverage.

b. During the term of this Agreement, Attorneys also shall maintain professional liability insurance coverage with primary limits in an amount not less than \$2 Million per person and \$5 Million per incident. Such insurance shall insure Attorneys' work to be performed under this Agreement. Upon Commission's request, Attorneys shall provide Commission a certificate evidencing this insurance. Attorneys' professional liability coverage shall be primary to any insurance maintained by Commission. Unless the policy is simultaneously replaced with a new policy providing the same or greater coverage and limits, Attorneys shall provide 30 days advanced written notice to the Commission of the cancellation or non-renewal of Attorneys' professional liability coverage, or any other policy changes that materially affect such coverage.

c. During the term of this Agreement, Attorneys shall also maintain workers' compensation insurance as required by law. At Commission's request, Attorneys shall provide Commission a certificate evidencing this insurance. Attorneys' workers' compensation insurance shall be primary to any insurance maintained by Commission. Unless the policy is simultaneously replaced with a new policy providing the same coverage, Attorneys shall provide 30 days advanced written notice to the Commission of the cancellation or non-renewal of said Attorneys' workers' compensation insurance, or any other policy changes that materially affect such coverage.

**10. MAXIMUM COMPENSATION:** Notwithstanding anything in this Agreement to the contrary, the maximum amount of money which the Commission shall be obligated to pay Attorneys under this Agreement shall not exceed the budgeted amount of Forty Thousand Dollars (\$40,000), as such budget may be modified from time to time. The parties agree to negotiate an amendment to this Agreement to provide for additional compensation and other terms, modifications or additions to this Agreement which are mutually acceptable to the parties. In the event the parties cannot agree on additional compensation or other terms, modifications or additions to this Agreement, this Agreement shall terminate.

**11. EMPLOYER/EMPLOYEE RELATIONSHIP:** No relationship of employer and employee is created by this Agreement, it being understood that Attorneys shall act hereunder as independent contractors; that Attorneys shall not have any claim under this Agreement or otherwise against Commission for seniority, vacation time, vacation pay, sick

leave, personal time off, overtime, health insurance, medical care, hospital care, retirement benefits, Social Security, disability, Workers', Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind; that Attorneys shall be solely liable for and obligated to pay directly all applicable taxes, including, but not limited to, federal and state income taxes, and in connection therewith Attorneys shall indemnify and hold Commission harmless from any and all liability which Commission may incur because of Attorneys' failure to pay such taxes; that Attorneys do, by this Agreement, agree to perform their said work and functions at all times in strict accordance with currently approved methods and practices in their field and that the sole interest of Commission is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the agency concerned.

**12. ASSIGNMENT OF CONTRACT:** Nothing contained in this Agreement shall be construed to permit assignment or transfer by Attorneys of any rights under this Agreement and such assignment or transfer is expressly prohibited and void, unless expressly approved in writing in advance by Commission.

**13. COUNTY POLICY REGARDING DRUG-FREE WORKPLACE:** Attorneys and Attorneys' employees shall comply with County of Alameda's policy of maintaining a drug-free workplace. Neither Attorneys nor Attorneys' employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U. S. Code Section 812, including marijuana, heroin, cocaine, and amphetamines, at any of County's facilities or work sites. If any principal or employee of Attorneys is convicted or pleads *nolo contendere* to a criminal drug statute violation Legal Counsel at County of Alameda's facilities or work sites, Attorneys shall notify Legal Counsel within five days thereafter. Violation of this provision shall constitute a material breach of this Agreement.

**14. CONFLICT OF INTEREST:** No officer, member, or employee of Commission and no member of their governing bodies shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof. Neither of Attorneys shall serve on the Commission or any of its committees, or hold any such position which either by rule, practice or action nominates, recommends, supervises Attorneys' operations, or authorizes funding to Attorneys.

**15. RECORDS AND AUDITS:** Attorneys will retain all records concerning this Agreement, or microfilm records of them, except original documents concerning telephone, copy, postage, telecopy and messenger charges, for a period of at least five years from the date of service.

Until the expiration of five years after the furnishing of any services pursuant to this Agreement, Consultant shall make available, upon written request, to Commission or to the Federal/State government or any of their duly authorized representatives, this Agreement, and such books, documents, and records of Attorneys that are necessary to certify that the nature and extent of the reasonable cost of services to Commission. If Attorneys enter into any Agreement with any related organization to provide services pursuant to this Agreement with a value or cost of \$10,000 or more over a twelve-month period, such Agreement shall contain a clause to the effect that until the expiration of five years after the furnishing of services pursuant to such subcontract, the related organization shall make available, upon written request, to the Federal/State government or any of their duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of such costs. This paragraph shall be of no force and effect when and if it is not required by law.

**16. INDEMNITY:** Attorneys shall indemnify and hold and save Commission harmless from any and all claims, expenses and damages arising from Attorneys' performance under this Agreement, including, but not limited to, third-party claims for injury to persons or property damage, to the extent Attorneys negligently or intentionally failed to perform such services in accordance with the standard of care applicable to Attorneys.

**17. BREACH:** In the event that Attorneys fail to perform any of the services described in this Agreement or otherwise breach this Agreement, Commission shall have the right to pursue all remedies provided by law or equity. Disputes relating to the performance of this Agreement shall not be subject to non-judicial arbitration.

**18. SEVERABILITY:** Any provision, to the extent it is found to be unlawful or unenforceable, shall be stricken without affecting any other provision of the Agreement, so that the Agreement will be deemed to be a valid and binding agreement enforceable in accordance with its terms.

**19. MODIFICATION:** These terms and conditions and any documents referenced herein constitute the entire "Agreement" between the Commission and Attorneys. This Agreement supersedes all other agreements, oral or written. Any conflict between the terms of this Agreement, and the terms of **Exhibit B**, shall be resolved in favor of this Agreement providing the Commission with the broadest scope of services. No cancellation, modification, amendment, deletion, addition, waiver or other change in this Agreement shall have effect unless specifically set forth in writing signed by all parties. Titles in this Agreement are for convenience only.

After having had the opportunity to review this Agreement and Exhibit A, and after having the language in form of this Agreement approved as containing the agreement between the parties, as shown below, and by signing this Agreement, the undersigned agrees to the terms of the Agreement.

**\*\*\* Signatures on following page \*\*\***

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first written below.

ALAMEDA LOCAL AGENCY FORMATION  
COMMISSION

DATED: \_\_\_\_\_

By \_\_\_\_\_  
Ralph Johnson  
Chair

Approved as to form:

By: \_\_\_\_\_  
Andrew Massey  
Legal Counsel

ATTORNEYS  
Colantuono, Highsmith & Whatley, PC

DATED: \_\_\_\_\_

By \_\_\_\_\_  
(Authorized Partner of Law Firm)

## **Exhibit A**

### **I. ACRONYM AND TERM GLOSSARY**

Unless otherwise noted, the terms below may be upper or lower case. Acronyms will always be uppercase.

Commission	Shall refer to the Alameda Local Agency Formation Commission
LEGAL COUNSEL	Andrew Massey, Senior Deputy County Counsel, Legal Counsel to Alameda LAFCo
RLF	Retained Law Firm or “Attorneys” as set forth in Legal Services Retainer Agreement.

### **II. STATEMENT OF WORK**

#### **A. INTENT**

It is the intent of these terms and conditions to describe legal representation required by the Commission.

#### **B. SPECIFIC REQUIREMENTS**

1. RLF shall designate a full partner—**Matthew Summers**—who shall be available during regular business hours to coordinate with the Commission’s Legal Counsel and Executive Officer on matters relating to (1) the negotiation, development, and adoption of a restated Memorandum of Understanding with the County of Alameda during LAFCO’s transition to independence, and (2) general counsel duties as assigned.
2. RLF shall agree that all work product including contract documents, legal research, opinion letters, etc., are the property of the client, the Commission, and may be copied and provided by the Commission to attorneys either employed or retained by the Commission. This provision is not a waiver of the attorney/client privilege.
4. RLF, as requested, shall provide the LEGAL COUNSEL representative copies of all information and correspondence relating to each matter. They shall include communications between RLF and any department, service company, and/or other parties’ attorneys.
5. RLF shall not charge the Commission for any client development costs.
6. Should either the RLF or the Commission choose to terminate any retainer, RLF shall, at Commission’s discretion, continue to provide legal services as to any matter referred to them prior to the notice of termination and shall be compensated upon the same terms and

conditions as herein set forth. RLF shall promptly return any files and work product related to matters withdrawn or transferred.

7. RLF shall disclose any malpractice claims incurred by any member of RLF in connection with services performed under this Agreement.

B. BILLING PRACTICES

1. RLF shall invoice the Commission only following the provision of legal services.
2. Payment will be generally made within thirty (30) days following receipt of invoice and upon satisfactory performance of services. LEGAL COUNSEL will identify any questions regarding fees or costs no later than ten (10) days after receiving RLF's invoice containing those fees and costs, and will use its best efforts to pay any undisputed amounts within 30 days following receipt of invoice.
3. Invoices shall include, but not be limited to:
  - a. Invoice date.
  - b. Project name and number.
  - c. Name of LEGAL COUNSEL.
  - d. An individual entry for each legal task performed, and time billed for each individual task. "Block billing" for all tasks performed in one day, without designation of time for each task, will not be accepted by Commission.
  - e. Date of each legal task and total time for each task performed.
  - f. Name, or acronym, for each attorney/paralegal performing the task and hourly rate of the person performing each legal task.
  - g. Time billed for each legal task must be charged in increments of a tenth of an hour increments.
  - h. Fees billed for each legal task must be listed under each attorney performing said tasks by the day, broken out as set forth in (g) above.
  - i. Individually itemized disbursements for costs must be illustrated on bill.
  - j. A summary of services, including the total time and fees per attorney/paralegal, per invoice.
  - k. A separate bill for each case must be provided. Bill should indicate, in addition to the foregoing, total fees and costs billed to date and credits paid by Commission to date and a comparison to original estimate at outset of case.
  - l. On all fee bills or billing statements, actual time in units of one-tenth (1/10<sup>th</sup>) of an hour shall be charged instead of using minimum transaction times.

4. Expenses and Costs

RLF shall not bill for the following expense items at more than the specified guidelines:

- a. Photocopying: No more than actual cost, without mark-up, per page or the actual charge of a copy service. Large copying jobs shall be sent to a capable but economical outside copy service.
  - b. Telephone: Actual charges only for long distance calls.
  - c. Fax Machines: No more than actual cost, without mark-up, only for outgoing facsimile transmission.
  - d. Postage: Actual cost of postage for mailing.
  - e. Computerized legal research: Is considered overhead costs of RLF and will not be paid by Commission.
  - f. Messenger and Delivery: For an outside messenger, the Commission will pay actual costs without mark-up. For RLF's internal messenger service (between RLF's offices in other cities), charge no more than for an outside service.
  - g. Travel: RLF shall describe in detail on the interim bill any travel expenses incurred by counsel. RLF need not attach supporting receipts. LEGAL COUNSEL retains the right to audit travel expenses. RLF should retain receipts and other documentation for at least one (1) year following the conclusion of the case.
5. Billing – Miscellaneous
- a. RLF shall bill only at approved rates.
  - b. RLF shall not charge for overhead items such as costs of seminars, books, association dues, etc.
  - c. RLF shall send its final bill no more than thirty (30) days after completion of the assigned tasks, unless LEGAL COUNSEL provide written authority to the contrary.

C. SPECIFIC BILLING REQUIREMENTS

- 1. Where correspondence or phone conversations are charged, the specific identify of the other party shall be included with the time entry. Likewise, if a conference is held, the bill shall identify all participants or attendees.
- 2. Charges for activities such as a file creation, or training of RLF's personnel are considered overhead items and shall not be billed to the file.
- 3. When standardized forms are used, actual time needed by an attorney or paralegal to prepare the pleadings or form for typing shall be billed, not the time originally used to draft the standardized documents or the time needed to type the form or pleading.



4. RLF shall not bill for bill preparation tasks, bill explanations, bill disputes and bill corrections.
5. RLF shall not bill for more than an occasional brief (an hour or less) conference between senior and junior attorneys. The Commission will pay only for the senior attorney's time for such conferences. The conferences shall be demonstrably necessary, i.e., further the prompt performance of RLF's services. This restriction shall not apply to conferences or consultations among team members included in RLF's original proposal to the Commission.
6. RLF shall not bill for word processing time. RLF shall bill only for the attorney's time not the secretarial or word processing time. RLF shall not bill for multiple redraft of memos, contracts, bid documents, etc. One redraft is occasionally allowed but this allowance is not justification for the redraft of every document prepared.
7. Legal research, when needed, must be carefully directed by partners or senior associates. RLF shall obtain prior approval for legal research exceeding four (4) hours. Routine legal issues shall not be the subject of legal research. A copy of RLF's research product must be maintained in the attorney's file and forwarded to Commission, upon request, for future reference. Status reports shall indicate how the research on a substantive issue impacts the project.

D. POSITIONS (ATTORNEY/PARALEGAL) WITH THE RLF DESIGNATED FOR BILLING PURPOSES

If a person is designated as a paralegal, the Commission retains the right to audit the work performed and determine whether such work was performed by a paralegal and doing paralegal activities, e.g., a paralegal should not customarily do clerical work which is overhead expense. The same rule will apply to partners versus associates. If a person's position is incorrectly designated (in the opinion of the Commission's auditors), bills will be reduced accordingly.

E. AUDITING

1. The Commission has the right to audit RLF's books and records related to any Commission matter. The audit applies to all matters referred from or handled for or on behalf of the Commission.
2. The Commission reserves the right to seek reimbursement for services or costs for invoices inappropriately billed and paid.

**COLANTUONO  
HIGHSMITH  
WHATLEY, PC**

**MATTHEW T. SUMMERS | 213-542-5719 | MSUMMERS@CHWLAW.US**

March 31, 2025

**VIA ELECTRONIC MAIL**

Rachel Jones  
Executive Officer  
224 West Winton Avenue, Suite 110  
Hayward, CA 94544  
*rachel.jones@acgov.org*

**Re: Proposal to Provide Legal Services to Alameda County Local Area  
Formation Commission**

Dear Rachel,

Thank you for the opportunity to propose our services as General Counsel to the Alameda County Local Agency Formation Commission (LAFCO). I and everyone at Colantuono, Highsmith & Whatley would be very pleased to represent your Commission.

Enclosed with this cover letter is a formal proposal that addresses the requirements of the Request for Proposal. Our firm is well positioned and prepared to provide the full range of services identified in the Scope of Services in the RFP, as well as any other legal services the Commission's counsel may be called upon to provide. We propose me, Matthew Summers, plus Holly Whatley, Mackenzie Anderson, and Thais Alves as your attorneys with primary responsibility for providing legal services. The other talented and experienced attorneys at CHW will also be available to assist the Commission based on need and expertise.

Regarding possible conflicts of interest, we have not advised any cities, special districts or county service areas in Alameda County regarding LAFCO-related issues. We currently advise the County, several cities, and the Livermore Recreation and Park District as special counsel on various matters. We propose that, if selected, we include terms in the contract for our legal services that, provided we do not provide services in Alameda County that create a conflict under the Rules of Professional Conduct or which pertain to an actual or potential application to LAFCO, we may continue our practice of providing legal services to local governments in Alameda County without further consent of LAFCO.

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**790 E. COLORADO BOULEVARD, SUITE 850, PASADENA, CALIFORNIA 91101-2109 | (213) 542-5700  
GRASS VALLEY | ORANGE COUNTY | PASADENA | SACRAMENTO | SONOMA**

**CONFIDENTIAL COMMUNICATION**

Rachel Jones, Executive Officer

March 31, 2025

Page 2

Our proposal is firm and irrevocable for 90 days after the date of this letter and thereafter, if the Commission has not yet made a decision regarding its General Counsel, provided we have an opportunity to reevaluate our proposed rates at that time. I, as a shareholder of CHW have authority to bind the firm to a contract for our services to LAFCO.

If we can provide any further information to assist your review of this proposal, please let me know. Thank you for the opportunity to propose our services as General Counsel to Alameda LAFCO.

Very truly yours,



Matthew T. Summers

MTS:mom

Enclosure: Proposal for Legal Services

COLANTUONO  
HIGHSMITH  
WHATLEY, PC

**PROPOSAL  
TO THE ALAMEDA  
LOCAL AGENCY FORMATION COMMISSION  
FOR  
GENERAL COUNSEL SERVICES**

April 4, 2025

**SUBMITTED BY:**

Matthew T. Summers, Esq.  
Colantuono, Highsmith & Whatley, P.C.  
790 E. Colorado Blvd., Ste. 850  
Pasadena, California 91101

Telephone: (213) 542-5719  
Facsimile: (213) 542-5710  
Email: MSummers@chwlaw.us

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## **I. QUALIFICATIONS OF FIRM AND PERSONNEL**

### **A. QUALIFICATIONS OF FIRM**

Colantuono, Highsmith & Whatley, PC is a municipal law firm with offices in Grass Valley, Irvine, Pasadena, Sacramento, and Sonoma that represents public clients throughout California in municipal law. Our attorneys are among a small number in private practice with deep expertise in the Cortese-Knox-Hertzberg Act (CKH) and LAFCO issues. The firm currently serves as general counsel to Calaveras County LAFCO, Napa County LAFCO, San Diego County LAFCO, San Luis Obispo LAFCO, and Yuba County LAFCO, plus we serve as conflicts counsel to the LAFCOs of Glenn County, Nevada County, and San Bernardino County. We have provided special counsel services to other LAFCOs throughout the state.

In our service as city attorney and general counsel and in our special counsel practice, we provide advice to public agencies in California on all facets of municipal law, including the Brown Act, the Public Records Act, conflicts of interest and other transparency laws, housing, land use and planning, the California Environmental Quality Act, public revenues and financing, labor and employment, election law, and any related litigation. The firm prides itself on its extensive public law experience, its commitment to problem-solving, and a focus on ethical, creative, affirmative, and intelligent advice.

In our CKH practice, we have advised LAFCOs and cities and special districts on annexations, the creation of subsidiary districts, spheres of influence and municipal service reviews, the provision of extra-territorial services, and conducting protest proceedings, as well as handling a number of significant LAFCO-related litigation, discussed in depth below. In particular, Mr. Summers has advised cities through complex and contested annexations and reorganizations and through ongoing implementation of a conversion of an independent fire protection district into a city-managed subsidiary district as a part of a local control and fiscal sustainability program.

As part of our everyday practice for public entities, we have drafted legislation on every imaginable topic of interest to a public entity, as well as supporting staff reports. We regularly review and draft simple and complex agreements including indemnity and defense agreements, agreements pertaining to real property (whether for acquisition or regulation, including leases, easements, right of way access or abandonment), construction and

subdivision agreements, professional services agreements, Memoranda of Understanding with bargaining units, and public works project bidding documents.

## **B. SCOPE**

We propose to provide legal advice to the Alameda County LAFCO and its Commissioners, Executive Officer, and staff as General Counsel on both routine and complex legal matters, both advisory and litigation, including but not limited to:

- Open and closed meeting requirements of the Ralph M. Brown Act;
- Parliamentary procedure;
- General municipal and administrative law regarding CKH and case law involving local government boundaries and reorganizations;
- Conflict of interest advice, including Political Reform Act (including AB 1234 training), Government Code section 1090, and common law conflict issues;
- Public Records Act;
- General liability, compliance with Government Claims Act, and risk management;
- California Environmental Quality Act and other environmental laws;
- Labor and employment;
- Public financing matters;
- Insurance coverage requirements; and
- Litigation if ever required.

In short, we are uniquely situated to provide Alameda County LAFCO all needed services as its general counsel. The firm's core commitment is to provide advice our clients find helpful, understandable, and fairly priced. We would bring that commitment to our services to you if we are fortunate to be selected as your general counsel.

### **C. QUALIFICATIONS OF PROPOSED GENERAL COUNSEL - MATTHEW T. SUMMERS**

We propose Matthew T. Summers as the General Counsel to Alameda County LAFCO. Mr. Summers' resume is enclosed. As it reflects, Matt has been licensed to practice law in California since 2011 and is among a handful of lawyers in the state in private practice with a demonstrated expertise with the Cortese-Knox-Hertzberg Act and broader public agency and municipal law. Named as one of the prestigious "Top 40 Under 40" of California lawyers by the Daily Journal in 2021, he serves as City Attorney for Barstow and Ojai, and Interim Assistant City Attorney for Tracy. He focuses on providing clients ethical, creative, affirmative, and intelligent advice and representation.

In addition to his LAFCO-specific work, Matt's expertise spans all aspects of public agency law, including general municipal law, land use, housing, CEQA, elections, conflicts of interest and transparency laws, telecommunications, and public agency litigation. He has fourteen years' experience in attending meetings to advise legislative bodies both in open and closed session. He also has deep litigation experience in the areas of election law, complex public finance matters, land use and employment litigation.

Matt received his J.D. *cum laude* from UC Law San Francisco, formerly UC Hastings, in 2011 and was licensed to practice law in California that same year. While in law school, he was the Articles Editor of the **Hastings West-Northwest Journal of Environmental Law & Policy** and externed for Judge Marilyn H. Patel of the US District Court for the Northern District in San Francisco. He graduated from Reed College with a B.A. in Economics in 2008 and is a member of Phi Beta Kappa. Matt's resume is enclosed.

### **D. SUMMERS LAFCO RELATED WORK**

As noted above, Matt has deep experience in LAFCO law. His more significant projects include:

- Advising the Cities of Barstow and Calabasas and other clients through complex, contested, and sometimes litigated, annexations – including negotiating and advising on boundary disputes, tax sharing agreement negotiations, and related multi-agency dispute resolution.
- Negotiating and advising the Cities of Barstow and Lathrop, and other public agencies, through the implementation of pre-annexation development agreements for larger residential, industrial, commercial,



and mixed-use development projects, including determination of boundary change strategy, resolution of services provision and financing issues and related policy and political disputes.

- Advised a community group pursuing incorporation of a new city, the not yet successful Olympic Valley incorporation effort, including resolving a series of CKH aspects, related interagency disputes, and advising through the fiscal impact analysis process
- Advised the City of Barstow as it manages the implementation of its conversion of an independent fire protection district into a subsidiary district of the city, including resolving long-term financing and governance issues and advising regarding related pension and pension debt issues.
- Regular presenter at League of California Cities, California Special Districts Association, and California Association of LAFCOs conferences, including on LAFCO issues and the importance of special district involvement with LAFCOs.

## **E. QUALIFICATIONS OF SUPPORT PERSONNEL**

To support Mr. Summers as General Counsel, we propose the following staff:

- **Holly O. Whatley, Assistant General Counsel**

Holly currently serves as San Diego LAFCO's Commission Counsel, she assisted LAFCO in processing and approving the complex and controversial application of two special districts to detach from San Diego County Water Authority, including defending the resulting lawsuit filed against LAFCO challenging such approval. Holly also serves as the newly selected General Counsel for San Luis Obispo LAFCO.

- Currently defending Imperial County LAFCO in a challenge to AB 918, which requires Imperial County LAFCO to dissolve two healthcare districts and transfer their related assets, rights and responsibilities to the newly created county-wide Imperial Valley Healthcare District.

- She serves as special Counsel to San Bernardino LAFCO as needed on matters where general counsel has conflict. Examples include the Town of Apple Valley MSR and SOI update, application to establish SOI for County Service Area 120 and, most recently, Lake Arrowhead Community Service District's application to annex district-owned property outside its territory.
- She successfully defended Orange County LAFCO's decision to approve the annexation of Sunset Beach to Huntington Beach without requiring a Proposition 218 election. That case involved the then-unresolved question of whether the small island annexation provisions of the Cortese-Knox-Hertzberg Act conflict with Proposition 218's election requirements. The trial court held that Proposition 218 did not require an election in small island annexations. Though she represented the Real Party in Interest City of Huntington Beach in that suit, the City and Orange County LAFCO's interests were aligned and she took the lead on all briefing issues and oral argument at trial. The trial court decision was affirmed on appeal in a published opinion. *Citizen's Association of Sunset Beach v. Orange County LAFCO* (2012) 209 Cal.App.4th 1182
- Represented San Diego LAFCO in a writ challenge to its decision to deny small island annexation of Home Depot-owned property to City of El Cajon. Prevailed at the trial level, though appeal by City and Home Depot resulted in a reversal. Successfully defeated City of El Cajon's motion to recover attorneys' fees following reversal and successfully defending the City's appeal of such denial.
- Served on the CALAFCO Protest Provisions Working Group that resulted in SB 938, which consolidated the various protest thresholds in one chapter of CKH and, importantly, increased the protest threshold for LAFCO-initiative dissolutions of chronically underperforming special districts.

- Co-authored the 2012 update of the Governor's Office of Planning and Research publication "LAFCOs, General Plans, and City Annexations," the first update to the publication since 1997. A copy of that publication is enclosed for your reference.
- Advised the City of Calabasas on a variety of LAFCO-related issues, including those related to the City's annexation of Mont Calabasas and a legal dispute regarding a Section 99 property tax exchange agreement with the County of Los Angeles.
- Advised the City of Barstow on the conversion of the Barstow Fire Protection District into a subsidiary district of the City of Barstow. This application was presented to and approved by the San Bernardino LAFCO.
- Drafted CALAFCO's amicus brief filed in support of San Mateo County LAFCO's approval of an annexation to the Midpeninsula Regional Open Space District. The Court of Appeal affirmed the trial court's decision in favor of San Mateo County LAFCO.
- Frequent presenter at CALAFCO events on various topics including, for example, LAFCO 101, how to manage legal risk, implementation of SB 244 (disadvantaged unincorporated communities)

- **Mackenzie Anderson--Assistant General Counsel**

Mackenzie is an Associate in Colantuono, Highsmith & Whatley's municipal advisory practice group and resident in our Sacramento office. She provides a wide range of support for our municipal clients in such topics as housing development projects, public records, conflicts of interest, and land use. She is Assistant City Attorney for the City of Grass Valley, City of Novato, City of Weed, and City of Lakeport, Assistant Town Attorney for the Town of Yountville, and Deputy City Attorney for the City of Etna. She is also Assistant General Counsel for the Local Agency Formation Commissions (LAFCOs) of Napa County and Yuba County. She supports our general and special counsel clients in public law matters including open meetings, public records, conflicts of interest, code enforcement, State housing law, CEQA, public contracts, LAFCO issues, and other topics.

Mackenzie's current projects for clients include reviewing housing projects subject to AB 2011, SB 35, SB 330, the Housing Accountability Act, and Density Bonus Law; drafting ordinances regulating camping on public property and permitting of tobacco and cannabis retailers; and drafting and negotiating Exclusive Negotiating Agreements and Purchase and Sale Agreements for real property acquisition.

Mackenzie regularly advises and attends City Council and Planning Commission meetings and is a contributing editor of the California Municipal Law Handbook. Ms. Anderson's profile is attached.

- **Thais Alves—Deputy General Counsel**

Thais is an associate with the firm's municipal advisory practice group. She routinely supports Ms. Whatley in providing legal services to San Diego County LAFCO. She provides a wide range of support for our public agency clients in such topics as employment and labor, open meetings and records, conflicts of interest, and land use. Thais is also part of the firm's employment law practice and provides significant labor and employment support for our clients, including

advice regarding employee discipline matters, public employee retirement systems, personnel policies drafting and interpretation, union agreements drafting and interpretation, and compliance advice regarding the myriad of federal and state employment and labor laws. She is Assistant City Attorney of Sierra Madre, and Deputy City Attorney of Barstow and Ojai. Adept at public meeting management, she regularly attends public agency board meetings, including serving as Planning Commission Counsel for the City of Sierra Madre.

Also available on an as needed basis, depending on the project, the firm has these additional LAFCO experts:

- **David Ruderman** - David will also be available to provide support on an as-needed basis. David is a 2006 graduate of UCLA Law School and has a developed LAFCO expertise. He serves as General Counsel to Yuba County LAFCO, Assistant General Counsel to Calaveras LAFCO and conflicts counsel to Glenn LAFCO. He is active in CALAFCO and authored an article for the March 2012 edition of CALAFCO's Sphere on SB 244 and Disadvantage Unincorporated Communities. He worked with others at the firm to successfully defend San Luis Obispo LAFCO in a writ action to challenge that LAFCO's denial of an annexation. David's profile is enclosed.
- **Gary Bell**. Gary will also be available to provide support on an as-needed basis. Gary has significant demonstrated LAFCO expertise, including by his service as General Counsel to Napa County LAFCO. CALAFCO's Legislative Committee and Legislative Advisory Committee since 2016. He serves as Town Attorney for the Town of Yountville, City Attorney for the City of Auburn, City Attorney for the City of Novato, and General Counsel to special districts in Northern California (community services districts, fire districts, and utility districts). Gary frequently advises on all aspects of public agency law. Gary's profile is enclosed.
- **Michael G. Colantuono**. Michael will be available to provide support on an as-needed basis. Michael is a former member of the Commission on Local Governance for the 21st Century, a state blue-ribbon commission the report of which provided the basis for a substantial

revision of the Cortese-Knox-Hertzberg Act in 2000 and he was deeply involved in the drafting of the legislation which accomplished that revision. Michael has specialized in municipal law since 1989. He currently serves as General Counsel to Calaveras LAFCO. He provides consulting services (along with other attorneys in the firm) to the Nevada County LAFCO. He is currently City Attorney for the City of Grass Valley. Michael's profile is enclosed.

## **2. EXISTING AND POTENTIAL CONFLICTS OF INTEREST**

The Firm serves as special counsel to Alameda County, including winning a recent, published appellate victory defending its Measure W general sales tax. The Firm also provides special counsel services to the Cities of Fremont and Pleasanton, and to the Livermore Area Recreation and Park District. We do not anticipate these matters to create any conflicts if we are selected as Alameda LAFCO's General Counsel. We also do not represent any private parties in Alameda County that are likely to be involved in any matters before the Commission.

As to the Firm's ongoing ability to identify potential conflicts of interest, we maintain a fully integrated timekeeping/billing/accounting system, and a computerized contact database that make conflict checks virtually instantaneous. We propose to include Alameda LAFCO and each of its current Commissioners in such database to allow early identification of any potential conflicts on a going forward basis.

Because we are generally in the business of providing general and special counsel services to local governments in California, including those listed above, we will need to preserve that ability if we are appointed as General Counsel to Alameda LAFCO. We propose to address that issue by including terms in the contract for our legal services that, provided we do not provide services in Alameda County that create a conflict under the Rules of Professional Conduct or which pertain to an actual or potential application to LAFCO, we may continue our practice of providing legal services to local governments in Alameda County without further consent of LAFCO. Of course, we would not provide services in Alameda County that create a conflict under the Rules of Professional Conduct or that pertain to an actual or potential application to LAFCO, without the informed, written consent of LAFCO. Other LAFCOs where we serve as general counsel have consented to this term and we are experienced in its implementation.

### 3. LOCAL GOVERNMENT CLIENT REFERENCE

Those with specific knowledge of Matt's work include:

Rochelle Clayton, City Manager  
City of Barstow  
220 East Mountain View Street, Suite A  
Barstow, CA 92311  
rclayton@barstowca.org  
(760) 255-5101

Ben Harvey, City Manager  
City of Ojai  
401 S. Ventura Street  
Ojai, CA 93023  
Ben.Harvey@ojai.ca.gov  
(805) 646-5581

Those with specific knowledge of our work with CALAFCO include:

Rene LaRoche  
Executive Director  
CALAFCO  
1451 River Park Drive, Suite 185  
Sacramento, CA 95815-4520  
rlaroche@calafco.org  
(916) 442-6536

Pamela Miller  
Former Executive Director  
CALAFCO  
Miller Consulting  
pmiller@millermcg.com  
(916) 850-9271

The following are also familiar with the Firm's work in the LAFCO arena:

John Benoit  
Former Executive Officer  
Yuba County LAFCO  
Current Executive Officer  
Calaveras County LAFCO  
P.O. Box 2694  
Granite Bay, CA 95746  
j.benoit@icloud.com  
(707) 592-7528

Paul Novak  
Executive Officer  
Los Angeles County LAFCO  
80 South Lake Avenue, Suite 870  
Pasadena, CA 91101  
pnovak@lalafo.org  
(626) 204-6500

S.R. Jones  
Executive Officer  
Nevada County LAFCO  
950 Maidu Avenue  
Nevada City, CA 95959-8600  
sr.jones@co.nevada.ca.us  
(530) 265-7180



## **4. ADDITIONAL INFORMATION**

### **A. FIRM LOCATION**

Services will primarily be performed from the Firm's Sacramento office, with support from our other offices as needed. The Firm's headquarters are located in Grass Valley, with additional offices in Irvine, Pasadena, Sacramento, and Sonoma. Mr. Summers works out of the Firm's Pasadena and Sacramento offices, and from his home office in Walnut Creek.

### **B. AVAILABILITY**

Matt is available to attend LAFCO's meetings in person on the second Thursday of every other month. He also remains available to assist LAFCO staff as needed, including attending any in person or remote staff meetings.

## **5. FEE PROPOSAL**

Recognizing that hiring a contract General Counsel is new to Alameda County LAFCO as part of its independence initiative, we propose an hourly rate cost model. Although our rates range from \$225 to \$605 per hour based on the experience, reputation, and ability of our attorneys, we would be pleased to discount our rates to our standard rates capped at \$375 per hour for general counsel services. The LAFCOs our firm represents, as well as many of our public agency clients with a relatively smaller demand for legal services, are billed only for services rendered on an as-needed basis as determined by the Executive Officer as opposed to a flat monthly retainer. Under this model, we bill on a monthly basis in increments of one-tenth of an hour. We find this arrangement works well for LAFCOs because they often have an uneven demand for legal services, driven by irregular applications for large or controversial changes of organization or reorganization. We believe this fee structure will work for LAFCO and may provide substantial savings over a fixed monthly retainer during periods with little activity and still provide a fair rate for our firm during periods of heavier work.

We propose that legal services to be reimbursed to LAFCO by developers and others (e.g., applicants) be billed at our standard rates capped at \$475 per hour, which allows us to keep the non-reimbursable, general counsel rates LAFCO pays lower. Finally, we propose to provide litigation services, if ever needed, at our standard rates capped at \$475. For each of these rates, we propose they be adjusted annually on July 1 based on the 12-month Consumer Price index for the San Francisco-Oakland-Hayward region.

For travel (excluding litigation-related travel), we would charge only one-half the discounted rate for travel to and from LAFCO's office from Mr. Summers' Walnut Creek home office. In addition, we ask for mileage reimbursement at the IRS rate, but no other travel expenses will be charged. We estimate travel time from our office to yours at about an hour depending on traffic.

Finally, we charge \$0.20 per page for in-house copies and \$1 per page of outgoing faxes (which have become quite rare given the utility of e-mail). All other costs we incur in representing you are charged at our actual cost, without markup. We find that out-of-pocket expenses for our general counsel clients in non-litigation matters, other than mileage, are very small.

Public agencies vary considerably in the way they use counsel and we pride ourselves on our ability to meet our clients' varied needs efficiently and at the lowest cost consistent with effective representation. In the end, we pledge that the financial arrangement between Alameda County LAFCO and the firm will be fair to both parties and we will never send a bill to you without first reviewing it with that commitment in mind.

Additional information about our firm may be viewed at [www.chwlaw.us](http://www.chwlaw.us). Thank you for the opportunity to propose our services to the Commission!

Respectfully submitted,



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MATTHEW T. SUMMERS

Shareholder

COLANTUONO, HIGHSMITH & WHATLEY,  
PC

Attachments: Attorney Profiles

**ATTACHMENTS:**

**ATTORNEY PROFILES**

# MATTHEW T. SUMMERS

Shareholder

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[msummers@chwlaw.us](mailto:msummers@chwlaw.us)



Matthew Summers is a Shareholder in Colantuono, Highsmith & Whatley's Pasadena and Sacramento offices specialized in representing cities and other public agencies since 2011. Named to the prestigious "Top 40 Under 40" of California lawyers by the Daily Journal Corporation, publisher of California's leading legal trade paper in 2021, he serves as City Attorney for the Cities of Barstow and Ojai, and Assistant City Attorney for the City of Tracey.

His practice covers the full range of public law issues, including land use, elections, public safety, conflicts of interest, open meetings and public records, public works and public contracting, labor and employment, post-redevelopment advice and litigation, cannabis regulation and enforcement, telecommunications, public agency litigation, and the California Environmental Quality Act ("CEQA"). Matt also advises the Cities of Culver City, El Monte, and Paso Robles as special counsel, and served as General Counsel for Eco-Rapid Transit, a 15-city joint powers agency, as well as our other general and special counsel clients.

Matt's recent projects include drafting and implementing ordinances regulating cannabis businesses, advising cities regarding referenda and initiatives, and negotiating and drafting complex development agreements and related land use and zoning entitlements for housing and mixed-use commercial projects. Matt has extensive land use experience with projects large and small, including two recent 1,000-unit residential subdivisions; complex, large, and contentious single-family-home proposals with extensive environmental issues; a City Hall renovation; affordable housing projects, and several large mixed-use hotel, commercial, and residential projects. He has:

- Advised planning and community development departments, Planning Commissions, and City Councils on projects and on specific and comprehensive amendments to development codes and General Plans, and associated CEQA compliance.

- Advised Calabasas and Ojai on several large, mixed use, commercial, and affordable and market rate housing projects, including negotiation and drafting of development and project benefit agreements, work out of prior permit and zoning problems, several project-specific initiatives and referenda, and related litigation.
- Negotiated a development agreement for a commercial project in Ojai's downtown that involved a like-for-like transfer of public and private land and complex historic preservation, aesthetic, and community character issues.
- Negotiated, drafting, and continue to negotiate modifications to development agreements for two large subdivisions in Paso Robles, resolving complex right of way acquisition challenges due to legacy subdivisions from the 1960s.
- Advised the City of Calabasas regarding a large apartment residential development project that raised novel General Plan and zoning ordinance interpretation issues, involved extensive public engagement, and a developer's initiative – ultimately defeated by the City's voters.
- Negotiated creative solutions to neighbor and neighborhood level land use disputes that avoided litigation while meeting the City's goals.
- Developed and advised during the implementation of a comprehensive regulatory ordinance for Barstow and Ojai's cannabis dispensaries, manufacturing, and testing facilities & applied this cannabis regulatory knowledge to draft a cannabis tax and prohibition for Calabasas.

Matt has a robust elections law practice, including advising Calabasas, Barstow, and Ojai, and special counsel cities on candidate qualification and nomination issues, advising Calabasas on recent tax and development project initiatives and referenda, advising Ojai on two successful City-sponsored tax measures, and several contesting, including via litigation, initiatives and referenda, and advising on several recalls. Matt also won, on demurrer, a challenge to a ballot statement and question for a proposed City transactions and use (sales) tax. He has also:

- Advised several cities considering pre- and post-election challenges to initiatives and referenda and issues that arise in elections for Council Members and directly elected Mayors and City Clerks.
- Advised Calabasas and Ojai as to several recent land use/project-specific initiatives and referenda.
- Advised Ojai on its first and subsequent elections of a directly elected Mayor, and drafted and advised Barstow and Ojai Council-sponsored measures to return to an appointed Mayor.

- Chaired the League of California Cities, Municipal Law Handbook's Chapter on Elections in 2017 and 2018, leading a statewide team of reviewers keeping the League of Cities' invaluable resource on municipal law up to date.
- Advised several cities as they considered California Voting Rights Act challenges to at-large voting, including as some switched to district-based voting, and negotiated and litigated related plaintiffs' attorneys' fee demands including under the recent amendments to the California Voting Rights Act.

Matt is our Firm's lead attorney on telecommunications law and has advised Calabasas, Ojai, Sierra Madre, and Lakeport in a number of vigorous disputes regarding cell tower siting. He drafted Calabasas, Ojai, and Sierra Madre's amendments to their wireless ordinances in response to the Federal Communications Commission's adoption of new regulations protecting "small" wireless facilities and implementing the "Section 6409" federal exemption from local zoning for modifications to existing wireless facilities.

He has successfully litigated a variety of land use, elections, post-redevelopment, and general public law matters. Notably, Mr. Summers, together with Holly O. Whatley, successfully defended the majority of Calabasas' wireless telecommunications facilities siting ordinance against a facial challenge raising novel issues of federal and state law. Other cases include a published appellate victory in a successful constitutional challenge to the State's self-help provisions of A.B. 1484, the post-redevelopment legislation on behalf of 4 cities and their successor agencies, *City of Bellflower v. Cohen*, (2016) 245 Cal.App.4th 438.

## EDUCATION

Matt received his J.D. *cum laude* from the University of California, Hastings School of Law in 2011 where he was an Articles Editor of the **Hastings West-Northwest Journal of Environmental Law & Policy**. He graduated from Reed College with a B.A. in Economics in 2008 and is a member of Phi Beta Kappa.

## PRACTICE AREAS

- Public Law
- Elections Law
- Land Use & Housing
- Telecommunications Law
- Conflicts of Interest and Ethics Compliance
- Brown Act and other Open Meetings and Transparency Laws
- Public Records Act
- Public Contracting Law

- Post-Redevelopment
- Cannabis Regulation and Permitting
- Americans with Disabilities Act Compliance
- Public Safety



## HOLLY O. WHATLEY

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Holly Whatley is a Shareholder and Co-President of the firm and is a leader in the firm's litigation practice, focusing on complex public law disputes, including class action defense of public agencies, municipal finance issues, election law, utility ratemaking issues, Local Agency Formation Commissions (LAFCOs) matters, California Public Records Act, public works and employment law disputes. She currently serves as Independent Legal Counsel to the County of Los Angeles Citizens Redistricting Commission and General Counsel to San Diego County LAFCO. She has practiced law since 1992. In 2013, the last year it bestowed the honor, the *Daily Journal* recognized her as one of the top 20 municipal lawyers in California for her leading role in appellate litigation involving issues important to the municipalities throughout the state.

Holly has a particular expertise in litigating complex cases in a broad range of areas, including class actions against public agencies. She has represented cities in municipal finance litigation, including writ actions involving multi-million-dollar claims. Recent engagements include defending a large municipal water utility in multiple class action challenges to its rates, successfully establishing a voter initiative set wastewater utility rates unlawfully low and was therefore unenforceable and defending a challenge to the validity of business improvement districts. She has significant experience in utility and other rate-making disputes including matters involving water, wastewater and solid waste rates, and other municipal revenue disputes. She also has significant expertise in litigation regarding LAFCO law.

Holly also leads the firm's Elections Law practice and has litigated countless elections disputes, including initiative proposals, ballot argument disputes, and both pre- and post-election challenges to the substantive validity of initiatives.

Holly formerly served as a member of the Revenue and Taxation Policy Committee of the League of California Cities. She served on the Board of the City Attorneys Association of Los Angeles County from 2016-2020. Holly served on the Municipal Law Institute Committee of the City Attorneys Department of the League of California Cities from 2016-2018, the last two years as its chair.



**Education:** Holly graduated with a Bachelor of Arts degree *cum laude* from the University of Texas at Austin in 1988. She received her J.D from the University of Texas School of Law in 1992 and joined the California Bar that same year. While in law school, Holly taught legal research and writing to first-year students.

**Practice Areas:**

- Complex Litigation, including Class Action Defense
- LAFCO Law
- Election Law
- Public Finance Law
- Employment Law
- Post-Redevelopment
- California Public Records Act
- Intellectual Property

## MACKENZIE D. ANDERSON

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Mackenzie is an Associate in Colantuono, Highsmith & Whatley's municipal advisory practice group and resident in our Sacramento office. She provides a wide range of support for our municipal clients in such topics as housing development projects, public records, conflicts of interest, and land use. She is Assistant City Attorney for the City of Grass Valley, City of Novato, City of Weed, and City of Lakeport, Assistant Town Attorney for the Town of Yountville, and Deputy City Attorney for the City of Etna. She is also Assistant General Counsel for the Local Agency Formation Commissions (LAFCOs) of Napa County and Yuba County. She supports our general and special counsel clients in public law matters including open meetings, public records, conflicts of interest, code enforcement, State housing law, CEQA, public contracts, LAFCO issues, and other topics.

Mackenzie's current projects for clients include reviewing housing projects subject to AB 2011, SB 35, SB 330, the Housing Accountability Act, and Density Bonus Law; drafting ordinances regulating camping on public property and permitting of tobacco and cannabis retailers; and drafting and negotiating Exclusive Negotiating Agreements and Purchase and Sale Agreements for real property acquisition. Mackenzie regularly advises and attends City Council and Planning Commission meetings and is a contributing editor of the California Municipal Law Handbook.

While in law school, Mackenzie worked for federal and local agencies, including the Equal Employment Opportunity Commission and the Santa Clara District Attorney's Office. She graduated from U.C. Berkeley Law with Pro Bono Honors. Before law school, she graduated from Philadelphia's Temple University *summa cum laude* with a BA in English and a minor in Political Science. During that time, she interned with the Stanislaus Family Justice Center, Philadelphia District Attorney's Office, and Philadelphia Mayor's Office, gaining exposure to a variety of local government and public service issues.

While in law school, Mackenzie worked for federal and local agencies, including the Equal Employment Opportunity Commission and the Santa Clara District Attorney's Office. She graduated from U.C. Berkeley Law with Pro Bono Honors. Before law school, she graduated from Philadelphia's Temple University *summa cum laude* with a

BA in English and a minor in Political Science. During that time, she interned with the Stanislaus Family Justice Center, Philadelphia District Attorney's Office, and Philadelphia Mayor's Office, gaining exposure to a variety of local government and public service issues

**Practice Areas:**

- Municipal Advisory
- California Public Records Act
- Conflict of Interest Laws
- California Environmental Quality Act
- Land Use
- Code Enforcement
- LAFCO Law

## THAIS P. ALVES

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Thais is an associate with Colantuono, Highsmith & Whatley's municipal advisory practice group and resident in our Pasadena office. She provides a wide range of support for our municipal clients in such topics as employment and labor, open meetings and records, conflicts of interest, and land use. She is Assistant City Attorney of Sierra Madre, and Deputy City Attorney of Barstow and Ojai. Adept at public meeting management, she regularly attends public agency board meetings, including serving as Planning Commission Counsel for the City of Sierra Madre and previously serving as Assistant General Counsel for Eco-Rapid Transit.

Thais advises clients on a daily basis regarding contract drafting, interpretation, and amendment, the Brown Act, the Public Records Act, and conflicts of interest laws.

Thais is also part of CHW's employment law practice and provides significant labor and employment support for her clients, including advice regarding employee discipline matters, public employee retirement systems, personnel policies drafting and interpretation, union agreements drafting and interpretation, and compliance advice regarding the myriad of federal and state employment and labor laws. Thais is experienced in the public employee disciplinary appeal process, and has successfully defended her clients' discipline decisions in disciplinary appeal hearings. She also maintains and delivers an extensive library of training presentations for public agencies, including AB 1825 sexual harassment prevention training, best practices on employee evaluations, employee leave rights and disability accommodations, civil service rules, and employee discipline. Thais' focus is not only on helping her clients avoid legal liability, but also in creating a work environment where both management and non-supervisory staff feel supported, respected, and empowered to serve the public to the best of their ability.

Before joining the Firm, Thais was a fellow and then a staff attorney at California Women's Law Center. There, she engaged in impact litigation and policy advocacy on behalf of women.

Thais obtained her JD from UCLA Law and graduated summa cum laude from University of California, Irvine, with a BA in History.

## DAVID J. RUDERMAN

(530) 798-2417

[druderman@chwlaw.us](mailto:druderman@chwlaw.us)

David Ruderman is City Attorney of Lakeport and Weed, General Counsel of Yuba LAFCO, and Assistant General Counsel of the Tahoe Forest Hospital District and Calaveras LAFCO. He is also Senior Counsel in Colantuono, Highsmith & Whatley's litigation practice group. His litigation and advisory practice covers a range of public law issues, including municipal finance and public revenues, public utilities, LAFCO matters, land use, cannabis regulation, election law, employment law, and general contract and commercial disputes.



In David's advisory practice, he has extensive experience with code enforcement, municipal finance/Proposition 218 matters, election law, labor relations, land use, planning, and CEQA issues raised by projects large and small. He has extensive experience abating public nuisances both on an administrative level and in court, as well as obtaining reimbursement from the property owner and others for abatement costs. He has drafted ordinances amending zoning codes and General Plans and regularly advises on CEQA issues, as well as litigating such cases. His labor practice includes not only general advice regarding bargaining, but also defending cities from unfair labor practice charges before PERB. He also regularly provides ethics training to local elected official under AB 1234 and presentations to local government staff on legal compliance issues.

David has broad litigation experience in both state and federal courts, which he uses to help his advisory clients avoid court where possible and desired. He regularly handles all phases of litigation: analyzing potential claims, drafting complaints and other pleadings, preparing dispositive motions, handling all phases of discovery, oral argument, and motions practice. David's litigation expertise is focused on writ actions but also include pre-trial and trial work as well. He has experience with alternative dispute resolution from mediation to arbitration and his appellate experience includes matters before both the California Court of Appeal and the Ninth Circuit.

Among his litigation experience, David recently obtained a published opinion affirming a preliminary injunction enjoining the operation of medical marijuana dispensaries in the City of Pasadena: *Urgent Care Medical Services v. City of Pasadena* (2018) 21 Cal.App.5th 1086. This success was preceded by another appellate victory, where he obtained reversal of a trial court's denial of a preliminary injunction in Vallejo's efforts

to enforce its medical marijuana ordinance: *City of Vallejo v. NCORP4, Inc.* (2017) 15 Cal.App.5th 1078. He has also successfully defended on appeal his trial court victory in a taxpayers' lawsuit challenging the Monterey Peninsula Water Management District's decision not to call an election on a referendum to a water supply charge the District adopted under Proposition 218. He also not long ago successfully defended a California Public Records Act case for a coastal city, averting an award of attorneys' fees, and succeeded in having a local initiative that would have led to litigation with its bargaining units and CalPERS taken off the ballot after the trial court found it clearly invalid.

David serves as a hearing officer for Nevada County in nuisance abatement, administrative citation, and cannabis cultivation appeals. His recent speaking engagements include "The Cannabis Conundrum: How to Extinguish Illegal Marijuana Businesses" at the League of California Cities Spring City Attorneys' Conference in May 2019, as well as panels such as "Deep Dive into Municipal Service Reviews: One size does not fit all," at the June 2019 CALAFCO (California Association of Local Agency Formation Commissions) University and "New Procedures for Independent Special District Selection Committees," at the 2018 CALAFCO Staff Workshop. David regularly serves as a reviewer for the League of California Cities' Municipal Law Handbook and his articles on the SB 244, which requires local governments to plan for disadvantaged unincorporated communities, have appeared in editions of *The Sphere*, the CALAFCO journal.

David was admitted to the California State Bar in December 2006, after receiving his J.D. from UCLA School of Law in 2006. While at UCLA, David was a managing editor of the UCLA Law Review and worked as a judicial extern for the Honorable Harry Pregerson of the Ninth Circuit Court of Appeals. Prior to attending law school, David served as a Peace Corps volunteer in the Russian Far East and provided immigration legal services to émigrés from the former Soviet Union to the San Francisco Bay Area. He graduated with honors from Lewis & Clark College with a major in History in 1997. David is proficient in Russian.

**Practice Areas:**

- Public Law
- Local Agency Formation Commission (LAFCO) Law
- Public Finance Law
- Election Law
- Land Use / CEQA
- Cannabis Regulation and Litigation
- Open Meeting and Records Laws



## GARY BELL

(916) 898-0049

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Gary is a Shareholder of the firm and leads our Sacramento office. He currently serves as City Attorney for the City of Novato, Town Attorney for the Town of Yountville, City Attorney for the City of Auburn, and Assistant City Attorney for the City of Weed, as well as General Counsel for the Local Agency Formation Commission (LAFCO) of Napa County, the Upper Valley Waste Management Agency, the Olympic Valley Public Service District, the Garden Valley Fire Protection District, the Pine Grove Community Services District, the River Pines Public Utility District, the El Dorado Regional Fire Authority, and the First 5 Yuba Commission.



His practice covers all aspects of municipal law and public law, including land use, the California Environmental Quality Act (CEQA), public works contracting, contracts, municipal finance law and revenues, elections, labor and employment law, constitutional law, code enforcement, conflicts of interest, open meetings and records laws, franchise agreements and franchise fees, joint powers agreements and joint powers agencies (JPAs), solid waste, recycling, and organic waste (SB 1383), cannabis regulation and enforcement, post-redevelopment issues, municipal airports, and matters involving Local Agency Formation Commissions (LAFCOs).

Gary's current projects for clients include formation of a benefit assessment district to fund sewer infrastructure; advice regarding rent control and a sales tax ballot measure; and review of housing projects subject to AB 2011, SB 35, SB 330, and the Housing Accountability Act, to name a few.

Before joining CHW, Gary served as City Attorney for the City of Firebaugh and advised municipal clients throughout California on a wide range of issues, including counties, cities, school districts, and special districts.

Gary graduated with highest honors from UC Santa Cruz with a B.A. in psychology. He received his J.D. from the UC Davis School of Law, where he was staff editor of the UC Davis Business Law Journal and a research assistant in constitutional law. While at Davis, Gary worked as a law clerk in the Governor's Office of Legal Affairs and as a legal extern at the Placer County Superior Court.

Before law school, Gary served as a Senate Fellow for the California State Senate in Sacramento, where he staffed the Senate Local Government Committee and worked on legislation of interest to California's local governments.

**Practice Areas:**

- Public Law
- Elections Law
- Contracts
- Public Works Contracting
- Joint Powers Agencies
- Labor and Employment Law
- Municipal Finance Law
- Conflicts of Interest
- Constitutional Law
- Code Enforcement
- Land Use, Planning, and CEQA
- Open Meetings and Records Law
- Redevelopment Dissolution
- Special Districts



## MICHAEL G. COLANTUONO

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Michael has specialized in municipal law since 1989. He is certified by the California State Bar as a Specialist in Appellate Law and is President of the California Academy of Appellate Lawyers, an association of a bit more than 100 of the most distinguished appellate lawyers in California. He is an Elected Member of the American Law Institute, the leading independent organization in the United States producing scholarly work to clarify, modernize, and otherwise improve the law. He has argued 14 cases in the California Supreme Court and appeared in all six of the California District Courts of Appeal, as well as trial courts around the State. He serves on the California Judicial Council's Appellate Advisory Committee and its Appellate Caseflow Working Group.

Michael has expertise in a broad range of areas of concern to local governments in California, including constitutional law, land use regulation, open meetings, elections, municipal litigation, conflicts of interest, public utilities, LAFCO issues, inverse condemnation, cannabis regulation, and a wide range of public finance issues involving taxes, assessments, fees and charges.

Michael is perhaps California's leading expert on the law of local government revenues, briefing 18 cases on that subject in the California Supreme Court since 2004. The Daily Journal named him a California Lawyer of the Year in inverse condemnation law for his win in *City of Oroville v. Superior Court* (2019) 7 Cal.5th 1091, government's first win in that court in this subject area in decades. California Chief Justice Ronald M. George presented him with the 2010 Public Lawyer of the Year Award on behalf of the California State Bar. Two successive Speakers of the California Assembly appointed him to the Board of Trustees of the California Bar, the state agency which regulates the practice of law in California. His fellow Trustees elected him Treasurer and President of the Bar and the California Supreme Court appointed him as Chair of its Board of Trustees.

Michael currently serves as City Attorney for the City of Grass Valley and General Counsel for the Grass Valley Redevelopment Agency Successor Agency, the Calaveras County LAFCO, the Oak Tree Park and Recreation District, the Peardale-Chicago Park, Higgins, Ophir Hill, Penn Valley, and Rough & Ready Fire Districts and the Camarillo

Healthcare District. He previously served as City Attorney of Auburn (2005–2019), Barstow (1997–2004), Calabasas (2003–2012), Cudahy (1994–1999), La Habra Heights (1994–2004), Monrovia (1999–2002), and Sierra Madre (2004–2006), as General Counsel to the Auburn (2005–2019), Barstow (1997–2004) and Sierra Madre (2004–2006) Redevelopment Agencies, and as General Counsel of the Big Bear City Community Services District (1994–2001).

Michael assisted the Legislative Analyst's Office in the impartial analysis of Proposition 218 and co-chaired the committee which drafted what became the Proposition 218 Omnibus Implementation Act of 1997. He also chaired the committees which drafted the League of California Cities' Prop. 26 and 218 Implementation Guide.

Michael was elected by his peers to serve as President of the City Attorneys' Department of the League of California Cities in 2003–2004. He now represents the Department on Cal Cities' Board of Directors.

Michael was appointed by the Rules Committee of the California State Assembly to the Commission on Local Governance in the 21st Century. The Commission was formed to study the Cortese-Knox-Hertzberg Local Government Reorganization Act and the bulk of its recommendations became law. Michael was deeply involved in drafting both the committee report and the statute.

Michael graduated *magna cum laude* from Harvard University (BA 1983) and received his law degree from University of California, Berkeley School of Law (JD 1988), graduating first in his class. While in law school, he was an Articles Editor of the **California Law Review** and became a member of the Order of the Coif upon graduation. Michael was law clerk to the Honorable James R. Browning, Judge of the United States Court of Appeals for the Ninth Circuit, in 1988–1989.

He taught Administrative Law as an adjunct Professor of Law at the University of California, Berkeley School of Law in 1995 and is a frequent speaker and trainer on a wide range of public law topics.

Michael comments on local government and municipal finance topics on X (formerly Twitter) (@MColantuono) and LinkedIn (Michael Colantuono).

**Practice Areas:**

- Appellate Advocacy
- Complex Litigation
- Conflicts of Interest
- Constitutional Law
- Election Law

- Inverse Condemnation
- Local Agency Formation Commission (LAFCO) Law
- Land Use, Planning and CEQA
- Municipal Revenues (Taxes, Assessments, Fees and Charges)
- Public Law
- Public Safety Defense Litigation
- Public Utilities

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# LAFCO

*Alameda* Local Agency Formation Commission

## AGENDA REPORT

July 10, 2025

Item No. 6d

**TO:** Alameda Commissioners

**FROM:** Rachel Jones, Executive Officer

**SUBJECT:** **Time Extension for LAFCO File No. 2024-01 |  
Oak Business Project Annexation and Sphere of Influence Amendment**

The Alameda Local Agency Formation Commission (LAFCO) will consider approving a six-month extension for LAFCO File No. 2024-01 to allow additional time for the submission and recording of final maps required to complete the annexation process.

### Background

On July 11, 2024, Alameda LAFCO approved the sphere of influence amendment and annexation of the Oak Business Project (LAFCO File No. 2024-01) to the City of Livermore. The reorganization includes the annexation of SMP 39, SMP 40, and four adjacent parcels totaling approximately 105.4 acres for future industrial development, including warehouse, manufacturing, and research and development uses.

The Commission's approval included standard Conditions of Approval, including the requirement that all mapping documents be submitted and recorded with the Alameda County Recorder's Office prior to filing the Certificate of Completion.

### Process

Under Government Code Section 52700, a Certificate of Completion cannot be filed until all conditions of approval are fully satisfied. Per Government Code Section 57001, if the Certificate of Completion is not filed within one year of LAFCO approval, the reorganization proceeding is deemed terminated unless the Commission grants an extension.

Staff is currently awaiting the final recordation of maps for updated mylars of SMP 39 and SMP 40. Based on communications with the County Surveyor and project team, staff anticipates that the remaining requirements will be fulfilled in the near term but additional time is needed to complete the process.

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John Marchand, Regular  
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Georgian Vonheeder-Leopold, Alternate  
Dublin San Ramon Services District

Sblend Sblendorio, Regular  
Public Member

Bob Woerner, Alternate  
Public Member

## **Discussion**

To ensure the annexation may proceed without expiration, staff recommends the Commission approve a six-month extension of the deadline to file the Certificate of Completion, extending the expiration date from July 11, 2025 to January 11, 2026.

The brief extension reflects LAFCO's support for the timely implementation of approved reorganizations, while also recognizing practical administrative timelines related to map production and recordation.

## **Alternatives for Action**

The following alternatives are available to the Commission:

### Alternative One (Recommended):

Approve the six-month extension for LAFCO File No 2024-01, extending the deadline for filing the Certificate of Completion to January 11, 2026.

### Alternative Two:

Deny the extension request and direct staff to consider the proceeding terminated per Government Code Section 57001.

## **Recommendation**

It is recommended the Commission proceed with Alternative Action One.

## **Procedures**

This item has been placed on Alameda LAFCO's agenda as part of the consent calendar. A successful motion to approve the consent calendar will include taking affirmative action on the staff recommendation as provided unless otherwise specified by the Commission.

Respectfully,



Rachel Jones  
Executive Officer

Attachment:

1. Resolution 2024-05

**ALAMEDA LOCAL AGENCY FORMATION COMMISSION**

**RESOLUTION NO. 2024-05**

**REORGANIZATION AND WAIVER OF PROTEST PROCEEDINGS**

**“Oak Business Project Reorganization No. 1 – City of Livermore”**

**WHEREAS**, the Alameda Local Agency Formation Commission, hereinafter referred to as the “Commission,” is responsible for regulating boundary changes affecting cities and special districts under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000; and

**WHEREAS**, a resolution of application dated March 25, 2024 was filed by the City of Livermore (“City”), with the Executive Officer of the Alameda Local Agency Commission, pursuant to Title 5, Division 3, commencing with Section 56000 of the California Government Code; and

**WHEREAS**, said application shall be referred to as the N. Oak Business Project Reorganization No. 1; and

**WHEREAS**, the purpose of requesting approval of an reorganization provide municipal services to 105.4 acres of unincorporated territory in Alameda County; and

**WHEREAS**, the subject territory is uninhabited as it contains zero registered voters under Government Code Section 56046 and that no affected agency has submitted written opposition to a waiver of protest proceedings; and

**WHEREAS**, the City and County of Alameda have reached agreement on an exchange of property tax revenues in accordance with the Revenue and Taxation Code Section 99; and

**WHEREAS**, the Executive Officer has reviewed the proposal and prepared a report with recommendations; and

**WHEREAS**, the Executive Officer’s report and recommendations on the proposal have been presented to the Commission in the manner provided by law; and

**WHEREAS**, the Commission considered all factors required by law under Government Code Section 56668 and adopted local policies and procedures;

**WHEREAS**, annexations are projects and subject to the provisions of the California Environmental Quality Act (CEQA); and

**WHEREAS**, the Commission has determined that, pursuant to CEQA, it is the responsible agency for the proposed reorganization; and

**WHEREAS**, the Commission has reviewed and considered an Environmental Impact Report approved by the lead agency, the City; and

**WHEREAS**, a public meeting was held on July 11, 2024, Alameda LAFCO heard and received all oral and written protests, objections, and evidence which were made, presented or filed and all persons

present were given an opportunity to appear and be heard with respect to any matter pertaining to said application.

**NOW, THEREFORE, THE COMMISSION DOES HEREBY RESOLVE, DETERMINE AND ORDER** as follows:

1. The Commission's determinations on the proposal incorporate the information and analysis provided in the Executive Officer's written report presented on July 11, 2024.
2. The Commission certifies it has reviewed and considered the environmental effects of the Oak Business Project Reorganization No. 1, and feasible mitigation measures and alternatives within the Commission's powers contained in the Environmental Impact Report (EIR) and related environmental documentation prepared for the SMP 39 and SMP 40 development and certified by the City (Lead Agency), and, finding them to be adequate for its purposes in reviewing and approving the proposed reorganization, the Commission in exercise of its independent judgement adopt as its own the findings and determinations outlined in the EIR to conclude that based upon substantial evidence in the record as a whole that the Oak Business Project Reorganization No. 1 have found that the affected territory have on-site soils that meet one or more of Alameda LAFCO's criteria for being considered prime agricultural land, concluding that the conversion of these lands would be a significant and unavoidable impact of the project. On March 24, 2024, the City of Livermore adopted a statement of overriding considerations as Section J of Exhibit C to its Resolution Certifying the Final Environmental Impact Report for the SMP 39/SMP 40 Project and Adopting California Environmental Quality Act Findings, a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program. The Commission reviewed the City's statement of overriding considerations and concurring in its conclusions, adopts the City's statement of overriding considerations as its own, incorporating it by reference here as if set forth in full. The other impacts of the project can be mitigated.
3. The Executive Officer is the custodian of the records of these environmental proceedings on which this determination is based. The records upon which these findings and determination are made are located at the office of the Commission at 224 West Winton Avenue, Suite 110, Hayward, California 94544.
4. The agreement will permit the provision of municipal services to the subject parcels identified by the County of Alameda Assessor's Office as (904-0003-001-04, 904-0010-002-02, 904-0010-002-03, 904-0010-002-05, 904-0010-002-07, and 904-0010-002-08) located in the unincorporated area of Alameda County.
7. Approval would be conditioned on a final map and geographic description conforming to the standards of the State Board of Equalization.
8. The subject territory is uninhabited as it contains zero registered voters under Government Code Section 56663 and that no affected agency has submitted written opposition to a waiver of protest proceedings; therefore, LAFCO does hereby waive the protest proceedings for this annexation action in accordance with the provisions of Government Code Section 56663; and



9. As allowed under Government Code 56883, the Commission authorizes the Executive Officer to make non-substantive corrections to this resolution to address any technical defect, error, irregularity, or omission.

**PASSED AND ADOPTED** by the Alameda Local Agency Formation Commission on July 11, 2024 by the following vote:

AYES: Brown, Faria, Haubert, Johnson, Marchand, Miley, and Sblendorio

NOES:

ABSTAIN:

ABSENT:

APPROVED:



Karla Brown  
Chair

ATTEST:



Rachel Jones  
Executive Officer

APPROVED TO FORM:



Andrew Massey  
Legal Counsel

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## AGENDA REPORT

July 10, 2025

Item No. 7

**TO:** Alameda Commissioners

**FROM:** Rachel Jones, Executive Officer

**SUBJECT:** Update and Presentation on the Regional Water and Wastewater Committee Initiative

The Alameda Local Agency Formation Commission (LAFCO) will receive a presentation on the progress of the Regional Water and Wastewater Committee initiative, including outcomes from the May 21, 2025 interagency workshop and updates on possible alignment with the Alameda County Special Districts Association (ACSDA). No formal action is required at this time unless otherwise directed by the Commission. A final report with findings and recommendations will be presented to the Commission at its next regular meeting.

### Background

As part of its 2021 Countywide Municipal Service Review on Water, Wastewater, Stormwater, and Flood Control Services and its FY 2023-2024 work plan, Alameda LAFCO recommended creating a Countywide Regional Water and Wastewater Committee to foster interagency collaboration on water reuse and climate resilience.

On November 9, 2023, the Commission awarded a two-year service (not-to-exceed \$73,575) to Water Resource Consultants, led by Eric Rosenblum, PE, to support outreach, coordination, and development of this committee framework. The effort aims to bring together water and wastewater service providers across Alameda County to exchange best practices, identify joint project opportunities, and prepare a more resilient water future.

### Discussion

### Workshop Summary

A major milestone in the initiative occurred on May 21, 2025, when LAFCO convened more than 30 leaders from local water and wastewater utilities for a workshop entitled *Strategies for Collaboration Among Alameda County Water Utilities*. The session explored:

- Shared challenges such as rising Bay temperatures, aging infrastructure, reduced snowpack, and stricter nutrient discharge requirements

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Castro Valley Sanitary District

Mariellen Faria, Regular  
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Peter Rosen, Alternate  
Hayward Area Recreation and Park District

Sblend Sblendorio, Regular  
Public Member

Bob Woerner, Alternate  
Public Member

- Opportunities to pool resources, streamline planning, and explore recycled water as a regional strategy
- Stakeholder preferences for different types of collaborative bodies (e.g., resilience committee, subregional working groups, or reuse-specific task forces)

Participants also evaluated governance options, coordination needs, and the value of continued convenings. The workshop concluded with a call for continued input and a summary report to be presented to the Commission by its next regular meeting scheduled for September.

### Agency Interviews and Follow-Up

Prior to the workshop, the consultant team conducted over a dozen in-depth interviews with water and wastewater utility managers across the county. Individual summaries of these conversations are currently being shared with interviewees for validation. A synthesized summary of common priorities and collaboration barriers will be included in the September report.

### ACSDA Coordination Opportunity

Following the workshop, consultant Gary Wolff and LAFCO Chair Ralph Johnson, met with Roland Williams, President of the Alameda County Chapter of the California Special Districts Association (ACSDA), to explore whether ACSDA could serve as the long-term home for the potential committee. Mr. Williams indicated support and will bring the concept to the ACSDA executive board at its August 2025 meeting. If approved, LAFCO may consider inviting ACSDA to report back with a formal committee structure and membership plan in alignment with LAFCO's initiative.

### Next Steps

1. Finalize and deliver a full report to Alameda LAFCO by September 2025, summarizing:
  - a. Key interview themes
  - b. Workshop outcomes
  - c. Evaluation of ACSDA's role as a potential convenor
  - d. Proposed structure, scope, and timeline for a standing interagency group
2. Continue interagency follow-up to refine committee goals, engagement approach, and equitable participation structure
3. Monitor and support ACSDA board discussion and potential adoption of a recycled water committee under its umbrella

## **Commission Review**

This item is presented for discussion and feedback only. Staff and consultants will incorporate any Commission guidance into the final report.

## **Procedures**

This item has been placed on Alameda LAFCO's agenda as part of the business calendar. The following procedures are recommended in consideration of this item:

1. Receive verbal presentation from staff unless waived.
2. Invite any comments from the public.
3. Provide feedback on the item as needed.

## **Attachment:**

1. *Strategies for Collaboration Among Alameda County Water Utilities* – PowerPoint Presentation

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# Strategies for Collaboration Among Alameda County Water Utilities

**Sponsored by Alameda LAFCO**

County Community Development Agency Building

Hayward, California

May 21, 2025

# Agenda

1. Welcome and Introductions
2. Utility Issues and Interests
3. Potential for Collective Action
  - Financing and Funding
  - Resilience (including water reuse)

## BREAK

4. Collaboration Opportunities
  - Scope
  - Objectives
  - Participants
  - Convenor
  - Frequency
5. Next Steps
6. Networking Lunch



# What is LAFCO?



Since 1963, Local Agency Formation Commissions (LAFCOs) have been responsible for ensuring local governments provide services efficiently and economically by **conducting service reviews** and special studies and reviewing **boundary changes** and **district consolidations**.

# Alameda LAFCO Commissioners



**Raph Johnson, Chair**



# *2021 Water, Wastewater, Flood Control and Stormwater Municipal Services Review*

## ***Recommendations***

“1. Alameda LAFCO should create a **Countywide Regional Water and Wastewater Committee** that includes all affected agencies...to explore opportunities and **to share practices for collaboration on how the region can recycle water...**”

MUNICIPAL SERVICES REVIEW

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ALAMEDA LAFCO  
COUNTYWIDE MUNICIPAL SERVICES REVIEW  
ON WATER, WASTEWATER, FLOOD CONTROL,  
AND STORMWATER SERVICES



NOVEMBER 2021

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# Strategies for Collaboration Among Alameda County Water Utilities

**Sponsored by Alameda LAFCO**

County Community Development Agency Building

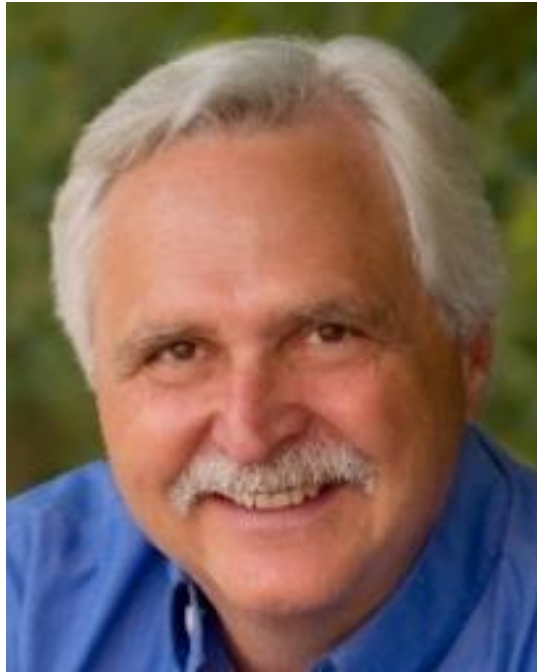
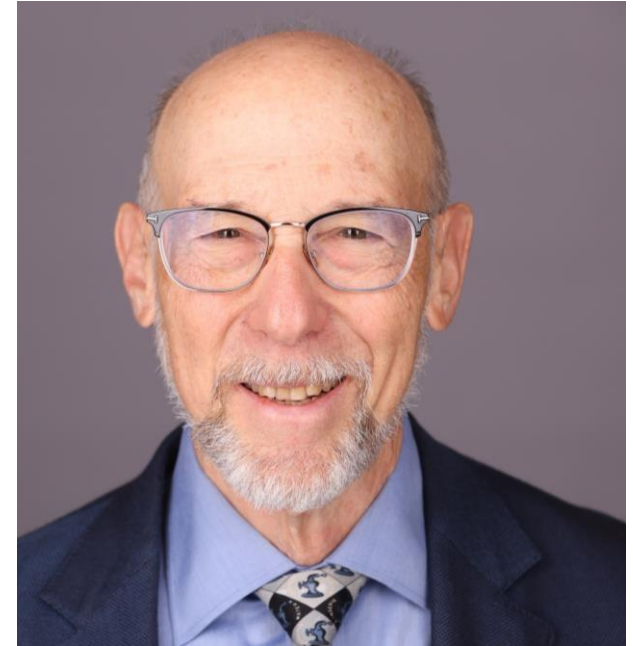
Hayward, California

May 21, 2025









# Analytical Framework for Interagency Collaboration

## ***Governance***

Agencies work together best when they recognize how water reuse supports their common goals.

## ***Regulations***

Early, ongoing communication between agencies and regulators leads to easier project delivery.

## ***Economics***

Identify the whole array of reuse benefits; ratepayers may fund utilities from “different pocket in the same pants.”

## ***Management***

Build trust through both formal and informal communications.

## ***Leadership***

Managers who understand the “economy of scope” and address future challenges can lead people out of their silos.

## **MULTI-AGENCY WATER REUSE PROGRAMS:**

### **Lessons for Successful Collaboration**

**MARCH 2022**



# ***2021 Water, Wastewater, Flood Control and Stormwater Municipal Services Review***



REQUEST FOR PROPOSALS |  
Countywide Regional Water and Wastewater Committee

“Alameda LAFCO is soliciting proposals...to create a **Countywide Regional Water and Wastewater Committee** that includes all affected agencies providing water and wastewater services in Alameda County to share practices for collaboration on how the region can recycle water...”



# Revised Objective



*“Develop a framework that facilitates collaboration to help agencies meet their goals through coordinated activities, including reuse.”*

## ***Approach***

- Review agency plans and reports (UWMPs, strategic plans, sustainability/climate change plans)
- Evaluate the goals and effectiveness of existing interagency groups including BARR, IRWM
- **Interview Alameda County water supply and wastewater agency managers about their current priorities and concerns**

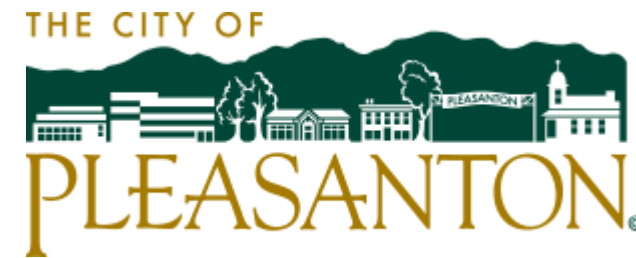
# Recommendation: Collaborate for resilience





**Dublin San Ramon  
Services District**

*Water, wastewater, recycled water*



# Interview Questions

- 1. What are your top two priorities?**
- 2. How confident are you in your agency's ability to access enough nonlocal surface water sources to meet demands?**
- 3. How do the recent requirements to reduce nutrient discharges to SF Bay the Bay impact your agency?**
- 4. How does water reuse fit into your plans? If you're not considering water reuse, why not?**
- 5. If you had a magic wand, what would you do today to make water reuse feasible?**

# Summary of responses

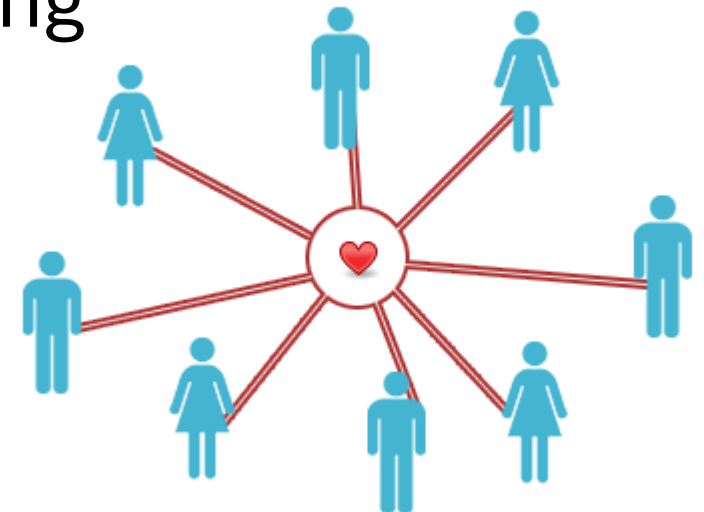
Priorities		Challenges	
Reliability	<ul style="list-style-type: none"> <li>• Earthquakes</li> <li>• Uncertain water allocations</li> </ul>	<ul style="list-style-type: none"> <li>• Cybersecurity</li> <li>• Illegal dumping</li> </ul>	<ul style="list-style-type: none"> <li>• Aging infrastructure</li> <li>• Climate change</li> <li>• Flood control</li> </ul>
Regulations	<ul style="list-style-type: none"> <li>• Nutrient permit</li> <li>• Regulatory uncertainty</li> <li>• No credit for past actions</li> </ul>	<ul style="list-style-type: none"> <li>• Cross-connection guidelines</li> <li>• “Conservation as a way of life”</li> </ul>	<ul style="list-style-type: none"> <li>• New rules for PFAS, microplastics</li> <li>• No time to innovate (e.g. reuse)</li> </ul>
Economics	<ul style="list-style-type: none"> <li>• Affordability</li> <li>• Double-digit rate increases</li> </ul>	<ul style="list-style-type: none"> <li>• Too few state, federal grants, low-interest loans</li> <li>• Monetize risk and reliability</li> </ul>	<ul style="list-style-type: none"> <li>• “Middle class” crunch</li> <li>• Competition for state, federal grants and low-interest loans</li> </ul>
Management	<ul style="list-style-type: none"> <li>• Workforce development</li> <li>• Workforce retention</li> </ul>	<ul style="list-style-type: none"> <li>• “Silver Tsunami”</li> <li>• Maintaining facilities at the end of service life</li> </ul>	<ul style="list-style-type: none"> <li>• Training to meet advanced treatment needs</li> </ul>

# Questions for Today

- **How could a countywide or subregional collaborative help Alameda County water agencies develop more innovative, cost-effective and resilient solutions to the problems they face?**
- **What can Alameda County water agencies do today to prepare to reuse water in the future?**

# Common Interests, Shared Concerns

- County utilities all working hard, “treading water”
- All utilities impacted by reduced snow, rising Bay temps
- “Faster disasters” expose aging infrastructure
- Utilities compete for funding and financing
- New regulations increase rates
- Workforce recruitment and training
- Utilities share an unknown future



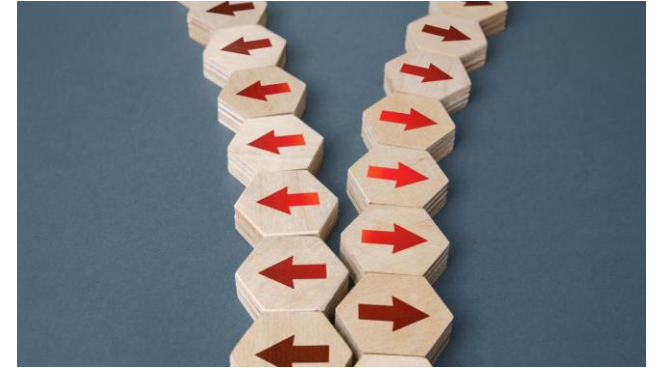
# Some current collaborations

Collaboration	Type	County Agencies	
<b>DERWA</b>	Bilateral JPA	• DSRSD	EBMUD
<b>2021 Alternative Water Supply Study</b>	Cooperative Study	• DSRSD • ACWD	• Zone 7 • Central San
<b>ACWD Purified Water Feasibility Evaluation</b>	Multi-Party Coalition (MOA)	• ACWD • USD	• SFPUC
<b>ACWD Regional Purified Water Pilot Project Phase 2)</b>	Multi-Party Coalition (MOA)	• ACWD • DSRSD • Livermore • ACFCWCD	• Zone 7 • USD • LAVWMA
<b>Tri-Valley Water Partners</b>	Multi-Party Coalition (MOA)	• Zone 7 • Cal Water • Livermore	• Pleasanton • DSRSD
<b>Bay Area Regional Reliability (BARR)</b>	Regional Water Coalition (MOA)	• ACWD • Zone7	• EBMUD
<b>BACWA</b> <i>Bay Area Chemical Consortium</i> <i>Bay Area Consortium for Water and Wastewater Education</i>	Multiparty JPA	• EBDA • EBMUD • DSRSD	• Pleasanton • Livermore



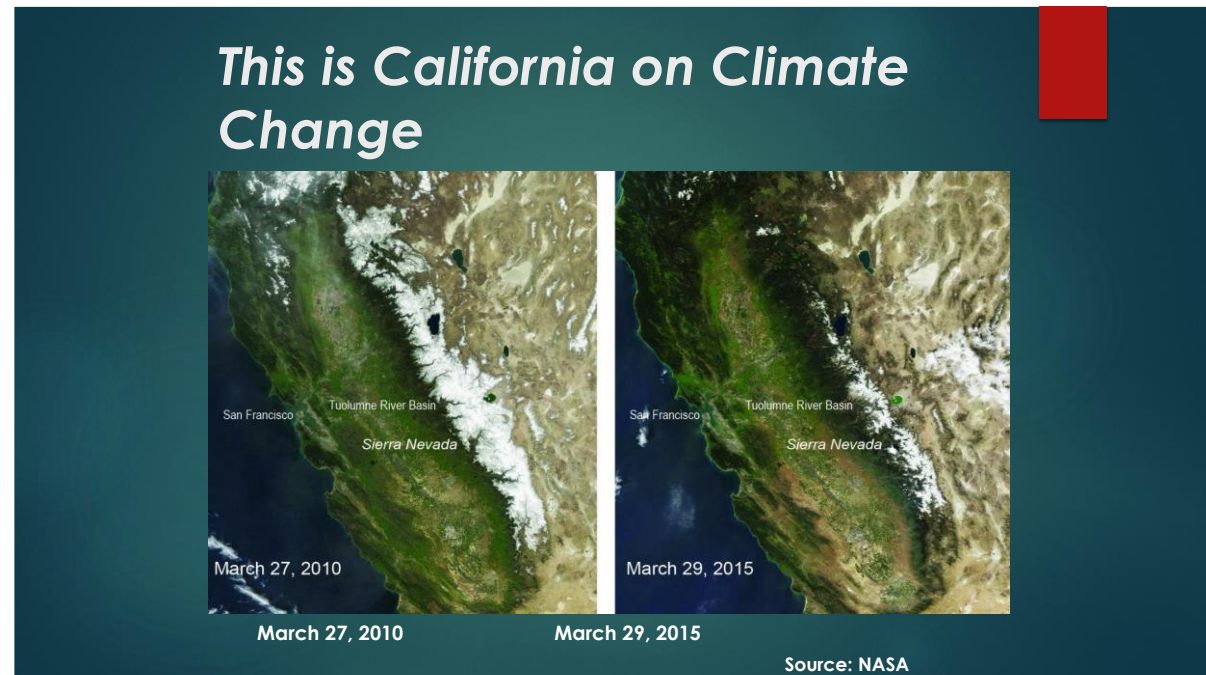
# Different answers to common questions

- How reliable is our drinking water supply?
- Are we prepared for climate change?
- Does the public trust recycled water?
- Can we manage the risks of earthquake and other disasters?
- How do the costs and benefits of reuse compare with alternatives?
- Can reuse help us meet the new nutrient permit limits?
- **How does a utility become truly resilient in the face of change?**



# Collaboration opportunity: Reliability and resilience

- Create shared understanding of collective risk and risk management
- Develop cooperative strategies to design fund, and finance more reliable water utilities



# Opportunities for interagency engagement

- **Topic scope**
- **Potential outcomes**
- **Geographic inclusion**
- **Meeting frequency**
- **Convenor or sponsor**



# Topic scope

- **Water reuse only**
- **All alternative water supply options**
- **Joint project funding and financing strategies**
- **Other water/wastewater collaboration opportunities**
- **Water resiliency**



# Collaboration opportunity: Reliability and resilience

- **Develop a shared understanding of countywide risk and risk management**
- **Consider how alternative collaborative projects of varying scope and schedule can mitigate risks related to water supply, Bay preservation, and utility resilience**
- **Create cooperative strategies to design fund, and finance more reliable water utilities**
- **Investigate examples of other successful collaborations in different locations, sectors**



# Many facets of water resilience

- **Evaluating regional climate change risk**
- **Financial stability and funding options**
- **Disaster and recovery strategies**
- **Supply chain reinforcement**
- **Impacts of climate change**
- **Workforce development**
- **Regulatory alignment**
- **Operational capacity**
- **Public engagement**



# What Could We Accomplish?

- More responsive regulatory engagements
- More effective funding strategies
- Build resilience capabilities
- Share work/resources to be more efficient
- Build public support for agency missions and initiatives
- Achieve vision for “one water” management
- Draw senior officials and experts directly



# Big questions, shared solutions

- What are potential impacts of climate change on Alameda County utilities in particular?
- How can Alameda County agencies monetize risk in a way that will communicate to their elected officials and ratepayers?
- What is the value of coordinating Alameda County conservation, stormwater, and/or recycled water projects?
- How could Alameda County utility projects get more funding from Sacramento and Washington?
- What more can Alameda County professionals learn from each other to enhance utility resilience?
- What are “best in class” agencies around the world doing to enhance resilience?







What should we think about logistically for our recommendations?

1. What kind of meetings do you like? What kind do you hate?
2. What outcomes make meetings worthwhile?
3. What advantages would justify a countywide meeting?
  - Richer information sharing
  - Opportunity to influence others
  - Ability to attract higher level speakers (e.g. East Bay Leadership Council)
4. What is a tolerable frequency for large meetings?
  - Monthly
  - Bimonthly
  - Quarterly

# Where, What, Who?

1. At what geographic scale does it make sense to meet?
  1. East Bay or Tri-Valley
  2. Alameda County
  3. Alameda County plus “engaged agencies” (e.g. Central San, SFPUC)
2. Who should attend a countywide regional meeting devoted to resilience?
  - General manager, Assistant GM
  - Water resources or wastewater planning manager
  - Water/wastewater staff
3. When would it be appropriate for elected or appointed officials to attend?



# Another Who: Potential convenors

- LAFCO
- Bay OWN
- IRWMP
- RWQCB
- BACWA
- BAWSCA
- CSDA
- “Self-convene”

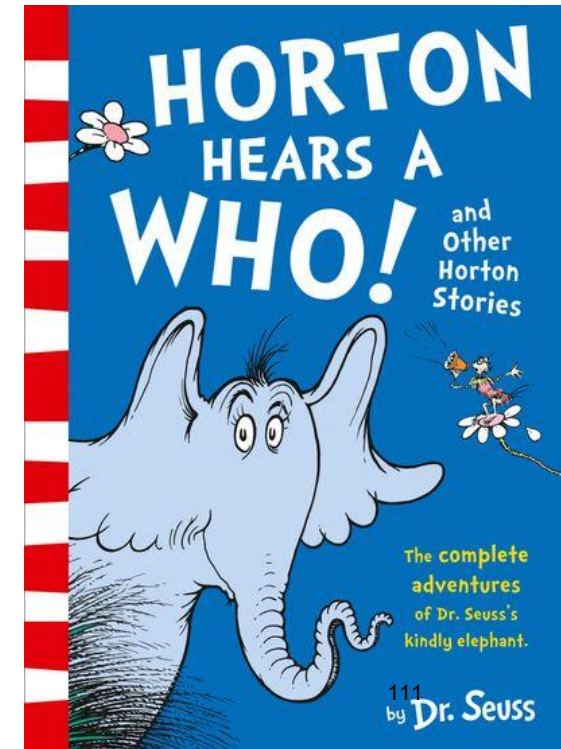


ALAMEDA  
LOCAL AGENCY FORMATION COMMISSION

BAY AREA  
ONE WATER  
NETWORK



California Special  
Districts Association  
*Districts Stronger Together*



# Next Steps

## May-June 2025

### **Participating Agencies**

- Review information from today's workshop
- Consider how your agency could profit
- Forward any additional insights, recommendations

### **Collaboration Team**

- Review information from today's workshop
- Follow up individually as appropriate
- Draft report





# Strategies for Collaboration Among Alameda County Water Utilities

**Sponsored by Alameda LAFCO**

County Community Development Agency Building

Hayward, California

May 21, 2025

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## AGENDA REPORT

July 10, 2025

Item No. 8

**TO:** Alameda Commissioners

**FROM:** Rachel Jones, Executive Officer

**SUBJECT:** Adoption of Resolution to Serve as Lead Applicant for SALC Grant –  
Bay Area Agricultural Resiliency Collaborative Planning Project

The Alameda Local Agency Formation Commission (LAFCO) is asked to approve the attached resolution authorizing LAFCO to serve as lead applicant for a \$500,000 Sustainable Agricultural Lands Conservation (SALC) planning grant. If awarded, the grant will support a two-year regional planning effort to establish the Bay Area Agricultural Resiliency Collaborative and develop tools and strategies to align farmland preservation, climate resilience, and equity goals across eleven counties. Staff also requests authorization to allocate up to \$50,000 over the two-year period as the required match.

### Background

The Sustainable Agricultural Lands Conservation (SALC) Program is administered by the California Department of Conservation in collaboration with the Strategic Growth Council and Natural Resources Agency. The program supports planning and implementation projects that protect agricultural lands and reduce greenhouse gas (GHG) emissions.

Planning grants through SALC are awarded to counties, cities, LAFCOs, councils of government, and other eligible entities to support land use strategies and partnerships that protect working lands while promoting infill development and reducing sprawl. SALC is funded by California Climate Investments through cap-and-trade auction proceeds.

Alameda LAFCO previously partnered with the Alameda County Resource Conservation District (ACRCD) on a SALC planning grant in 2021-2023, resulting in the [Alameda County Agricultural Resilience Project](#). Building on this success, Alameda LAFCO now proposes to serve as lead applicant for a new, regional-scale planning grant: the Bay Area Agricultural Resiliency Collaborative Planning Project.

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Bob Woerner, Alternate  
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## Project Summary

The Bay Area Agricultural Collaborative Planning Project proposes to align policies, strategies, and capacity to support agricultural resilience and land conservation across 11 Bay Area counties, including Alameda. The total project budget is \$550,000, \$500,000 requested from SALC and \$50,000 in matching funds committed by Alameda LAFCO over a two-year period.

The project will result in four-key deliverables:

1. **Start-up Strategic Plan** for a new regional entity – the Bay Area Agricultural Resiliency Collaborative – to align farmland preservation, climate resilience, and equity strategies.
2. **LAFCO Agricultural Preservation Policy Blueprint** to promote consistent, updated policies among regional LAFCOs for preserving open space lands and supporting orderly growth.
3. **Regional Agricultural Climate Resiliency Blueprint** developed by ACRC and Resource Conservation District partners to scale up climate-smart agriculture and identify priority implementation projects.
4. **Regional Agricultural Resiliency Data and Mapping Dashboard**, a user-friendly digital platform to track agricultural land protection, economic trends, and planning metrics.

These deliverables will be guided by a 10-member Advisory Council and formed through specialized working groups of local planners, agricultural and climate leaders, and conservation organizations.

## Project Purpose and Outcomes

The project will address the conversion of agricultural lands in the region – a total loss of more than 236,000 acres over the past three decades by:

- Developing policies to prevent further loss of farmland;
- Promoting infill and coordinated land use to reduce urban sprawl;
- Scaling up climate-smart agricultural practices that sequester carbon;
- Aligning regional efforts under Plan Bay Area 2050 and California’s Planning Priorities.

Alameda LAFCO will coordinate a working group of executive officers from Bay Area LAFCOs to develop the LAFCO Policy Blueprint, assess historic annexations, and identify opportunities to



track and reduce agricultural land conversion. ACRCDD and partners will lead development of the Ag Resiliency Blueprint and identify implementation-ready projects to support through future funding.

The Data and Mapping Dashboard will consolidate planning tools, economic data, and policy indicators, allowing jurisdictions to evaluate conservation outcomes and inform General Plans, Climate Action Plans, and other policy initiatives.

### **Stakeholder Participation**

The planning effort includes the support of a broad coalition of stakeholders, including:

- Regional and county planning and sustainability departments
- Resource Conservation Districts and open space agencies
- Land trusts and equity-driven agricultural organizations
- Public agencies and academic institutions

The project's Advisory Council includes representatives from Sonoma Ag + Open Space District, UC Berkeley's Center for Law, Energy, & the Environment, Carbon Cycle Institute, Santa Clara Valley Open Space Authority, and others.

### **Match Funding and Fiscal Considerations**

Under SALC guidelines, the applicant must provide a 10% match. Alameda LAFCO proposes to commit \$50,000 over a two-year period to support this match and maintain the agency's long-term fiscal health. Additional in-kind contributions from stakeholders will supplement this match.

### **Discussion**

This project presents a unique opportunity for Alameda LAFCO to lead a regional, multi-jurisdictional effort to align agricultural preservation, climate planning, and equitable land use. By formalizing a regional structure and standardizing tools and data, this project will increase LAFCO's ability to fulfill its mandate of promoting orderly growth while protecting vital agricultural lands.

The project also complements other state and regional efforts, including Plan Bay Area 2050, AB 1757, and county climate and sustainability plans. If awarded the grant, work will begin in spring of 2026, with all deliverables due within two-years.

## **Alternatives for Action**

The following alternatives are available to the Commission:

### Alternative One (Recommended):

Adopt the resolution of application for Alameda LAFCO to serve as lead applicant; and authorize allocation of \$50,000 for matching funds; and authorize the Executive Officer to return to the Commission with a grant agreement, if awarded.

### Alternative Two:

Decline to approve the resolution and forgo the grant application.

### Alternative Three:

Decline to approve agreement.

## **Recommendation**

It is recommended the Commission proceed with Alternative Action One.

## **Procedures**

This item has been placed on Alameda LAFCO's agenda as part of the business calendar. The following procedures are recommended in consideration of this item:

1. Receive verbal presentation from staff unless waived.
2. Invite any comments from the public.
3. Provide feedback on the item as needed.

Respectfully,



Rachel Jones  
Executive Officer

Attachment:

1. Resolution of Application for SALC Planning Grant
2. 2025 SALC Planning Grant Application Summary and Work Plan

**ALAMEDA LOCAL AGENCY FORMATION COMMISSION**

**RESOLUTION NO. 2025-XX**

**AUTHORIZATION OF ALAMEDA LAFCO TO SERVE AS LEAD APPLICANT FOR  
THE SUSTAINABLE AGRICULTURAL LANDS CONSERVATION PLANNING  
GRANT WITH THE DEPARTMENT OF CONSERVATION**

**WHEREAS**, the Alameda Local Agency Formation Commission, hereinafter referred to as the “Commission,” is responsible for regulating boundary changes affecting cities and special districts and preserving open space and agricultural lands under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000; and

**WHEREAS**, the Commission and the Alameda County Resource Conservation District (ACRCD) requested to apply for a \$500,000 agricultural conservation planning grant with the Department of Conservation and its Sustainable Agricultural Lands Conservation Program (SALC) with the Commission as lead applicant; and

**WHEREAS**, said application and project shall be referred to as the Bay Area Agricultural Resiliency Collaborative Planning Project; and

**WHEREAS**, the Cortese-Knox-Hertzberg Act of 2000 permits the Commission to apply for and or accept any financial assistance and grants-in-aid from public or private agencies or from the state or federal government or from a local government under Government Code Section 56378(b); and

**WHEREAS**, the Commission accepts the SALC grant applicant is responsible for costs to complete work related to the development and execution of the grant project until reimbursement by the State; and

**WHEREAS**, the SALC planning grant guidelines require submittal of a resolution from the applicant regarding commitment to grant program requirements.

**NOW, THEREFORE, THE COMMISSION DOES HEREBY RESOLVE, DETERMINE AND ORDER** as follows:

1. Authorize the Commission to serve as lead applicant in partnership with ACRCD and keep the application on file with SALC for the agricultural conservation planning grant for the amount of \$500,000 as noted in Attachment 2.
2. Certify the Commission understands and accepts the template terms and conditions if the project is awarded grant funding.
4. Certify that no conflict of interest or appearance of a conflict of interest exists for the Commission as it relates to the project.

5. Certify that the Applicant will work towards the California's Planning Priorities.
6. Certify the Commission's application if granted will have sufficient funds to meet the match requirement.
7. Authorize entrance into a grant agreement with the Department of Conservation for the project and agree the template included in the SALC Guidelines as a provided in Attachment 2.
8. Authorize the Executive Officer as agent to accept the award of grant funding and to, execute and submit all documents including, but not limited to applications, agreements, and payment requests which may be necessary for development of the grant award.
9. The Commission CONDITIONS all approval on the following terms:
  - a. Authorize the Executive Officer to sign the grant award should it be approved and in conjunction with executing a contract agreement with ACRCDC to prescribe all duties and matching contributions required as part of the SALC grant.

**PASSED AND ADOPTED** by the Alameda Local Agency Formation Commission on July 10, 2025 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

ATTEST:

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Ralph Johnson  
Chair

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Rachel Jones  
Executive Officer

## Planning Grant Application Checklist

- ☒ Completed Cover Sheet - Page 1
- ☒ Executive Summary - Page 2
- ☒ Application Questions - Pages 3-12
- ☒ Work Plan - Pages 13-14

**Planning Grant Application** ☒ [Budget](#) - Attached spreadsheet named  
*"SALC 2025\_Bay Area Budget\_ FINAL"*

- ☒ [Map\(s\)](#) of the Project's Geographic Area - Attached PDF named  
*"SALC 2025\_Bay Area Map\_FINAL"*
- ☐ Signed Authorizing Resolution from Governing Bodies - Page 15
- ☒ [Collaboration Letters](#) - Attached PDF named "SALC 2025\_Bay Area  
 LOC+LOS\_FINAL"

## Planning Grant Cover Sheet

### Basic Information

Project Title: The Bay Area Agricultural Resiliency Collaborative Planning Project

Applicant Name: Rachel Jones

Department / Office: Alameda Local Agency Formation Commission (LAFCO)

Federal Employer ID Number: N/A

Mailing Address: 224 West Winton Ave., Suite 110, Hayward, CA 94544

### Project Funding

Location (County and/or City): Primary - Alameda; Secondary - Sonoma, Marin, Napa, Solano, Contra Costa, Santa Clara, San Mateo, San Francisco, Santa Cruz, and San Benito

State Assembly District: Primary - 14th (Buffy Wicks), 16th (Rebecca Bauer-Kahan), 18th (Mia Bonta), 20th (Liz Ortega), and 24th (Alex Lee)

State Senate District: Primary - 5th (Jerry McNerney), 7th (Jesse Arreguin), 9th (Tim Grayson), and 10th (Aisha Wahab)

Priority Population Status: No

Grant Request Amount: \$500,000

Matching Funds Pending: N/A

Matching Funds Committed: \$50,000

Total Estimated Project Cost: \$550,000

### Applicant Information

Contact Person: Courtney Coon

Title: Resource Conservationist III, Alameda County Resource Conservation District

Phone Number: 925-453-3872

Email Address: courtney.coon@acrcd.org

Was this project developed with assistance from a SALC Technical Assistance Provider?: Yes

If yes, provide details: We consulted with Sarah Nolan and Cassidy McSurdy while we were preparing our application. We discussed high-level project design and program fit.

## Executive Summary - *Bay Area Agriculture Resiliency Collaborative Planning Project*

**The Project** is a region-wide effort to safeguard agricultural lands and strengthen the climate resilience of working landscapes in the Bay Area. It is a collective commitment to invest in regional agriculture to improve its resilience and scale its critical contribution to climate mitigation and adaptation. Building on the SALC-funded *Bay Area Regional Agricultural Plan Framework* (2024) and the *Alameda County Agricultural Resilience Project* (2023) as well as multiple land conservation, climate action and sustainability planning efforts across the region, this proposed project will create tools, strategies and a collaborative structure to support coordinated agricultural land conservation and stewardship across jurisdictions.

The Project will result in four key deliverables:

1. **Start-up Strategic Plan** to establish the ***Bay Area Agricultural Resiliency Collaborative***—a regional entity to align agricultural preservation, climate resilience, and equity strategies;
2. **LAFCo Agricultural Preservation Policy Blueprint** to coordinate regional LAFCos in updating policies to protect farmland and promote orderly growth;
3. **Regional Agricultural Climate Resiliency Blueprint** to identify cross-county needs and scalable solutions for climate-smart agriculture;
4. **Regional Ag Resiliency Data and Mapping Dashboard**, an interactive platform to support planning, track progress and inform engagement and policy development.

By aligning land use, conservation, and climate policies, the project will help jurisdictions coordinate protections for farmland at risk and prioritize investments that will reduce GHG emissions and promote nature-based climate solutions.

Key stakeholders include Alameda LAFCo (lead) and Alameda County Resource Conservation District (administrator). The Project is further supported by a broad set of stakeholders with a vested interest in strengthening the economic, social and environmental resilience of agriculture in the Bay Area. These stakeholders — many of whom contributed to the original Framework — will participate in the Advisory Council and/or in one of the newly formed Working Groups.

The goal of the Project is to create a collaborative organization (deliverable 1) that can use the other three deliverables to improve regional coordination, promote stronger agricultural land protection policies, enhance capacity to scale climate-smart agriculture, and facilitate more robust inclusion of agricultural solutions in regional climate planning efforts. Work will begin upon grant award, with deliverables completed within a two-year timeline.

## Application Questions

**Question #1. Are you a county, city, local area formation commission, council of government, municipal planning organization, regional transportation planning agency, groundwater sustainability agency, or special district with land use or transportation planning authority, or a Federally recognized California Native American tribe or a non-Federally recognized California Native American tribe that is on the contact list maintained by the Native American Heritage Commission?**

Yes, the applicant is a local area formation commission.

### **Question #2.**

N/A - The Alameda County Resource Conservation District will work in partnership with the Alameda LAFCo but Alameda LAFCo is the applicant.

**Question #3. Describe the proposed planning project. Include details such as the anticipated outcome and deliverables; agricultural land base, economy, regional food systems and infrastructure within the project area; and amount and quality of agricultural land that can be expected to receive protection through the proposed project. Include maps of important farmland, jurisdictional boundaries, and other pertinent data that would portray the project scope (as attachments to the application).**

**Background.** The Bay Area agricultural region<sup>1</sup> is home to nearly 9,000 farms and ranches (down 10% from five years ago) on approximately 2.4 million acres of agricultural land (down 6% from five years ago), accounting for nearly \$4 billion in annual sales of agricultural products. Agriculture has much to offer the region; however, it also has much to lose as land continues to be threatened by and lost to urban development, and as economic and labor uncertainty as well as extreme climate events increasingly impact farm/ranch viability. With 43 percent of the region's land base in agricultural use, investing in regional agriculture represents an opportunity to both improve its resilience and scale its critical contribution to climate mitigation and adaptation. In response to these challenges and opportunities, the *Bay Area Regional Agricultural Plan Framework* (2024) was developed through the engagement of an Advisory Council and 60-member Working Group. The Framework outlines four focus areas with 15 strategies to address equity, economic viability and climate resilience for the region's agriculture. At the county level, the *Alameda County Agricultural Resilience Project* also seeks to address these challenges and opportunities. The *Bay Area Agricultural Resiliency*

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<sup>1</sup> Includes the nine Bay Area counties as well as San Benito and Santa Cruz Counties.



*Collaborative Planning Project* will build upon this existing work as well as numerous efforts across the region.

**Project Deliverables.** The purpose of the *Bay Area Agricultural Resiliency Collaborative Planning Project* is to produce the following deliverables, under the guidance of the Advisory Council to advance goals and strategies outlined in the previously-completed *Framework*:

1. **Start-up Strategic Plan** for the ***Bay Area Agricultural Resiliency Collaborative*** to set the foundation for a regional agricultural resilience entity
2. **LAFCo Regional Agricultural Preservation Policy Blueprint**
3. **Regional Agricultural Climate Resiliency Blueprint**
4. **Regional Ag Resiliency Data and Mapping Dashboard** to inform the work of *the Collaborative* and track progress on implementation.

**Goals and Outcomes.** The goal of the *Bay Area Agricultural Resiliency Collaborative Planning Project* is to create a collaborative organization that can improve regional coordination, resulting in stronger and aligned agricultural land protection policies across the region, improved economic viability for farmers and ranchers, enhanced capacity to strengthen and scale climate-smart agriculture, and more robust inclusion of agricultural solutions to address the climate crisis in local and regional climate planning efforts. The project is focused on four major outcomes:

1. To support the project goals and outcomes, as well as future efforts to advance the Framework strategies, a successful outcome of this project will be the creation of the **Start-up Strategic Plan** for the ***Bay Area Agricultural Resiliency Collaborative*** entity ("***the Collaborative***"), as an organization that will:
  - a. provide capacity to convene working groups around regional alignment to address common challenges and create solutions;
  - b. foster awareness and advocacy in regional and local planning;
  - c. develop an investment prospectus for land conservation and climate-smart stewardship;
  - d. and solicit regional funding.

The **Strategic Plan**, with the guidance of the Advisory Council and Working Group members (see deliverables 2 and 3 below), will outline the organizational structure to support implementation of the strategies in the *Bay Area Agricultural Plan Framework*, including the **LAFCo Policy Blueprint**, the **Ag Climate Resiliency Blueprint**, and the **Data and Mapping Dashboard**. One primary component of the **Strategic Plan** will be an assessment of opportunities for regional collaboration in soliciting funding at a regional scale for a coordinated and strategic agricultural land conservation and stewardship investment plan. As a long-term outcome, the project's deliverables will support the region's government agencies, educational institutions, and non-governmental organizations by providing an

“economy of scale” to boost funding opportunities and staff capacity to plan for agricultural lands protection, climate-smart land management aligned with regional and state goals, and enactment of pro-agricultural, sustainability, and equity policies.

2. Alameda County LAFCo will form a *Land Protection Working Group* consisting of other Bay Area LAFCo executive officers, regional and local planning directors, and others. This Working Group will develop a **LAFCo Regional Agricultural Preservation Policy Blueprint (“LAFCo Policy Blueprint”)**. This Working Group will share knowledge and enable cross-county coordination and alignment. A successful outcome of the project will be a critical mass of LAFCos that, together, build the momentum to update and innovate LAFCo standards and policies across the region to preserve agricultural land at urban edges while simultaneously promoting orderly growth and development.
3. The ACRCDC will form a *Regional Agricultural Climate Resiliency Working Group*, consisting of Bay Area Resource Conservation Districts, the Carbon Cycle Institute, and other agricultural organizations, agencies, and leaders. The Working Group will develop the **Regional Agricultural Climate Resiliency Blueprint (“Ag Resiliency Blueprint”)**. This Blueprint will identify key capacity, infrastructure, technical assistance, and on-farm planning and implementation needs and opportunities across the region in order to increase producer adoption and scale up climate smart land management practices. It will identify a portfolio of projects that could be implemented by RCDs and other stakeholders within 5 years, including those that could be aggregated to achieve economies of scale and leverage funding, especially for multi-benefit projects. The Blueprint will include an investment prospectus prioritizing funding needed for scaled implementation.

The **Ag Resiliency Blueprint** will tie into the *Bay Area Regional Climate Action Plan* (BARCAP) and help advance its Agricultural Goals and Measures, in coordination with county climate plans. This work will provide opportunities for the Bay Area region to voluntarily undertake scaled planning and implementation to help achieve California’s Nature-Based Solutions Climate targets and goals for working lands (per AB 1757).

4. The fourth outcome is the creation of the **Regional Ag Resiliency Data and Mapping Dashboard (“Data and Mapping Dashboard”)** that will be developed by GreenInfo Network with the input of the Advisory Council and Working Group members. The Dashboard will be a unique and accessible compilation of data centered on farmland and grazing land attributes, existing and potential land stewardship, and agricultural economic and demographic data. A successful outcome of the Dashboard will be an information platform that local and regional agencies can utilize to enhance and cross reference complementary tools, including the Bay Area Greenprint, the Conservation Lands Network, and other County dashboards; and to develop and update plans such as General Plans, LAFCo Standards and Policies, and Climate Action Plans. The Dashboard will be a public education

portal that agencies, educational institutions and community based organizations can utilize to foster public awareness and support for resilient regional agriculture.

The project leads and Advisory Council consider the **LAFCo Policy Blueprint**, the **Ag Resiliency Blueprint**, and the **Strategic Plan** for the **Bay Area Agricultural Resiliency Collaborative** as just the first steps to advance the strategies of the Bay Area Regional Agricultural Plan Framework.

**Question # 4. Why and to what extent agricultural land is being converted to other uses within project area? To what extent those conversion risks are expected to continue? How will the proposed project address those conversion risks? Include an overview of anticipated data sets, tools, and policies to be reviewed, aligned with, or created during the course of the work plan.**

Over the last 30 years, the nine-county Bay Area lost 217,000 acres of agricultural land, much of that to sprawl development. Just beyond the Bay Area sits San Benito County at the southernmost edge of a sprawling Silicon Valley, where the loss of agricultural land amounted to over 17,000 acres in that time period. Santa Cruz County lost over 2,000 acres, making the collective loss of agricultural lands in the project area over 236,000 acres in 30 years. As with many regions throughout California, the Bay Area and beyond faces a housing crisis and to accommodate a growing population — expected to grow to over 10 million by 2050 — more housing will need to be built throughout the region. As cities and counties prepare to meet their regional housing needs allocations, it will be critical to look back at the historic planning and land use policy frameworks that consistently allowed for urban development pressures to take place on the region's irreplaceable agricultural lands.

The proposed project, through the creation of a **LAFCo Policy Blueprint**, will evaluate the existing policies and procedures of the region's LAFCos and assess new or refreshed policies and tools that LAFCos can adopt to successfully fulfill their mandate to ensure orderly growth and preserve agricultural lands more effectively so that the next 30 years and beyond do not repeat the past. The development of the **LAFCo Blueprint** will work hand in hand with the development of the **Data and Mapping Dashboard**, which will take input from both *Working Groups* and evaluate options for informing new policies and tools. One example is mapping and reviewing historic annexations to show when, where, and how agricultural lands have been converted to urban uses. This data could help LAFCos, counties, and cities work together to develop a systematic approach to tracking the conversion of agricultural lands, including where lands have been urbanized, how annexations have contributed to conversion, and the types of agricultural lands that have been most affected or may be affected in the future.

Additionally, the Start-up **Strategic Plan** for the **Bay Area Agricultural Resiliency Collaborative** will lay out a 5-year action plan for implementing strategies from the *Bay Area Agricultural Plan Framework*. **The Collaborative** will position planning for agricultural lands within a larger

geographic and policy context with a coordinated approach to investing in and preserving the region's agricultural lands and economy. For example, the Strategic Planning process will assess opportunities for regional collaboration in soliciting funding at a regional scale for a coordinated and strategic agricultural land conservation investment plan. A successfully implemented investment plan for agricultural land conservation, would in the long-term, mitigate the risk of conversion.

Furthermore, the **Ag Resiliency Blueprint** will identify opportunities to strengthen and scale climate smart agricultural (CSA) management at the county and regional levels through the coordinated work of agricultural conservation organizations, such as Resource Conservation Districts, UC Cooperative Extension, and local agencies. This effort will leverage the existing coordinated planning and implementation efforts of the Regional Agriculture and Climate Hubs, which have developed multi-county-level climate resilience targets and goals across the Bay Area region. The Hubs are currently working with the Bay Area Air Quality Management District on a regional climate plan that will establish goals and identify strategies to advance CSA management and climate resilience on agricultural lands, with an eye towards assisting the state to meet its targets and goals for the Natural and Working Lands sector. One beneficial downstream impact of achieving this scale is the potential to bring more awareness of the multiple benefits that agriculture can provide to communities' climate resilience, which in turn could increase support for agricultural preservation policies and investments and thereby mitigate the risk of land conversion.

#### **Question #5. How will the project avoid or reduce greenhouse gas emissions?**

The Bay Area region is under constant urban development pressure and as a result, agricultural lands have frequently been converted to sprawling low-density development. Over the years, this has weakened the region's agricultural sector, and has created a challenging cycle of speculative development, putting housing and agricultural land uses at odds. The project's primary strategy is to bring a regionally coordinated approach to strengthening agriculture's position through regional land conservation, economic viability, and climate resilience - while also recognizing the need for housing. A regional, coordinated approach to land use policy, conservation, and land management investments will reduce the conversion potential of agricultural land and support infill for new housing, thereby avoiding future urban sprawl and consequent increases in GHG emissions.

The *Project* also aims to strengthen and scale CSA management and climate resilience through coordinated planning of on-farm projects across the Bay Area, with the goal of achieving local, regional and state agricultural climate goals. Scaling-up on-farm projects would directly result in the reduction of GHGs and, importantly, increase the sequestration of carbon in our working landscapes.

**Question #6. How will the proposed project implement an adopted or draft Sustainable Communities Strategy or, if a Sustainable Communities Strategy is not required for a region by law, a regional plan that includes policies and programs to reduce greenhouse gas emissions? Provide references to the specific goals, objectives, or policies that the project supports.**

The Metropolitan Transportation Commission and the Association of Bay Area Governments (MTC/ABAG) support this *Bay Area Agricultural Resiliency Collaborative Planning Project*, which advances key goals of Plan Bay Area 2050 (PBA), the region's adopted Sustainable Communities Strategy (SCS), by promoting coordinated agricultural land conservation, climate smart land stewardship, and cross-jurisdictional collaboration to reduce GHG emissions. The project directly supports PBA Strategy EN4: Maintain Urban Growth Boundaries and Limit Sprawl, with the development of a LAFCo Working Group to create a **LAFCo Policy Blueprint**, and PBA Strategy EN7: Expand Agricultural and Land-Based Climate Solutions, by producing a **Ag Resiliency Blueprint** to strengthen and scale agricultural climate solutions in the region. The formation of the **Bay Area Agricultural Resiliency Collaborative** directly advances PBA's emphasis on cross-jurisdictional coordination which recognizes that "*regional coordination to support local implementation*" is essential to achieve GHG reductions and climate resilience. **The Collaborative** will serve as a long-term platform to align local efforts, guide investment and integrate agriculture into General Plans, Climate Action Plans, PBA updates and other local and regional strategies—delivering on the PBA's call for stronger intergovernmental partnerships to meet shared sustainability and equity goals.

**Question #7. How is the proposed plan consistent with California's Planning Priorities?**

The intent of the project is to coordinate stakeholders from the Bay Area around a coordinated vision and actionable strategies as a **Bay Area Agricultural Resiliency Collaborative**. This vision recognizes the intersections between land use, economic development, affordable housing and climate resilience, and invites systemic solutions to protect, preserve, and enhance the region's valuable agricultural lands - while also recognizing individual counties' culture and directives, and the need to develop housing for the region's growing population. The very design of **the Collaborative**, the related **Blueprints**, and the **Data and Mapping Dashboard** is to address challenges and solutions with inter-jurisdictional and cross-sector perspectives so that accomplishing our region's housing needs, preserving agricultural lands, and growing an equitable economy are all mutually reinforcing goals and actions. This is consistent with California Government Code section 65041.1, State Planning Priorities.

Furthermore, the project's efforts to strengthen and scale CSA planning and project implementation across the region, including through the development of the **Ag Resiliency Blueprint**, will directly help local governments and the State to achieve its Natural and Working

Lands climate targets and goals, including those in the Scoping Plan and its Climate Smart Land Strategy (currently in development).

**Question #8. What economic, environmental, public health, cultural or other co-benefits that would arise from the project? How will those co-benefits be measured?**

The establishment of the **Bay Area Agricultural Resiliency Collaborative**, along with the **Ag Resiliency Blueprints** and **Data and Mapping Dashboard**, lays the foundation for implementing strategies from the *Bay Area Agricultural Plan Framework* and other local planning efforts. Strengthening LAFCo policies and city-county coordination can help preserve agricultural lands at the urban edge, providing a more stable land base and viable economy for farmers, which, in turn, encourages long-term investment in individual businesses, infrastructure, and local agricultural supply chain economies.

As **the Collaborative** advances climate-resilient agriculture, vulnerable populations—especially farmworkers—will benefit from reduced exposure to wildfire, heat, flooding, and food insecurity. These regional investments will support over 19,000 farmers and ranchers (30% of whom are new or beginning), 47,000 agricultural workers, nearly 9,000 farm businesses, and the rural communities and supply chains they sustain. Government agencies, NGOs, and educational institutions will also gain tools and general stability which allows them to better serve these constituencies.

The **Data and Mapping Dashboard** will track progress on conservation and resilience initiatives and provide key metrics on land prices, leasing trends, farm demographics, crop production, and opportunities in processing, agritourism, and circular economy practices. This tool will improve access to timely data for public agencies and regional partners, supporting more informed decision-making and impact tracking. Beyond agricultural resilience, the project's broader co-benefits include improved public health through local food access, stronger regional identity, and increased equity through land access and stewardship incentives.

**Question #9. How will the project benefit priority populations; beginning or Veteran farmers and ranchers; residents of disadvantaged or low-income communities; or Federally recognized California Native American tribe or a non-Federally recognized California Native American tribe that is on the contact list maintained by the Native American Heritage Commission and/or a priority population?**

With its focus on the economic, social, and environmental resilience of regional agriculture, the project will build on the following equity goals from the Bay Area Regional Agricultural Plan Framework: 1) land conservation and access mechanisms should prioritize current

low-income/indebted, BIPOC, or other systemically excluded farmers and ranchers; 2) leadership from Indigenous, BIPOC, women, and veteran land managers will identify pathways to address specific local and regional priorities for climate-smart agricultural lands while leveraging partnerships and networks, including philanthropic and NGO partners; and 3) mechanisms and incentives will be inclusive of land-based, capital-focused, and market-driven tactics that can lead to long-term prosperity and improved/safer working conditions for systemically excluded community representatives.

**Question #10. How will the proposal complement other efforts in the region, including comprehensive planning efforts (e.g., Greenprints, general or special plan objectives or goals), and agricultural land use policies (e.g., Williamson Act)? How would the project leverage other permanently protected lands to promote location and resource-efficient development?**

This project builds on successful conservation models like the *Santa Clara Valley Open Space Authority* and *Sonoma County Ag + Open Space District*, which show how well-funded, inter-agency efforts can protect working lands while delivering climate, habitat, and public benefits. It complements tools like the *Bay Area Greenprint*, *Conservation Lands Network*, General Plans, Climate Action Plans, and sustainability plans by helping agencies protect and enhance high-value agricultural lands.

**The Collaborative** will serve as the regional coordinating body—bringing together public agencies, land trusts, open space districts, planning departments, and agricultural stakeholders to align efforts and funding strategies across the region. It will complement and coordinate with other important efforts such as **TOGETHER Bay Area** and SALC funded projects such as the **Santa Clara Valley Agricultural Plan**, **Alameda County Agricultural Resilience Project**, **San Benito Agricultural Element**, and **Solano County Ag Initiative**. The proposed **Strategic Plan** will initiate the first steps for supporting policy alignment and implementing the *Bay Area Regional Agricultural Plan Framework*. **The Collaborative** will establish the missing governance and planning structure to align agriculture with climate, equity, and land use goals. **The Project's** Advisory Council members represent many of existing planning and conservation organizations and will be integral to ensuring that the deliverables synergize with their established efforts.

A new **Data and Mapping Dashboard** will support these existing and new efforts by providing accessible, data-driven tools for GHG-reducing land use decisions and improved regional coordination. The **Ag Resiliency Blueprint** will help implement agricultural goals from the Bay Area Regional Climate Action Plan (BARCAP) and county sustainability plans, while supporting voluntary advancement of California's nature-based climate targets under AB 1757.



**Question #11. What is the applicant’s agency’s experience in developing and implementing similar projects? Are there the internal resources and capacity to complete the proposed work or will consultants or contractors be required? Are there the professional staff qualified to develop and successfully implement the proposal? If not, please describe how you will the applicant acquire this expertise.**

The Alameda County Local Agency Formation Commission (LAFCO) and the Alameda County Resource Conservation District (ACRCD) have a proven track record of collaboration on agricultural preservation planning. From 2021 to 2023, the agencies partnered on a SALC planning grant that resulted in the *Alameda County Agricultural Resilience Project (ACARP)*, a comprehensive 80-page document outlining recommended actions and policies to preserve and promote agriculture in Alameda County. The project also produced a publicly accessible mapping tool designed to support agricultural conservation easement and fee-title acquisition grant applications in the County.

For this Project, the ACRCD will lead administration and day-to-day management, while Alameda LAFCO will provide supervision and oversight. ACRCD has the experience, internal staffing, and organizational infrastructure necessary to implement **the Project**, supported by a consultant team that has deep expertise in developing regional agricultural and strategic plans across California, including the *Bay Area Regional Agricultural Plan Framework*. This team will assist with aspects of project management and will lead the development of key deliverables.

An initial 10-member Advisory Council will provide additional oversight and guidance on the project overall (time is donated as in-kind match). Many of these individuals served in a similar role during the development of the *Bay Area Regional Agricultural Plan Framework* and bring familiarity with agricultural planning and stakeholder engagement in the region. Working with the consulting team, LAFCo executive officers from the region will inform the development of the **LAFCo Policy Blueprint**, contributing their time as an in-kind match. Staff from regional RCDs, who will be compensated based on their level of engagement, will develop the **Ag Resiliency Blueprint**.

The consultant team supporting the project has deep subject matter expertise as well as extensive experience in managing and contributing to complex, multi-stakeholder projects. Amie MacPhee, owner of Cultivate LLC, and Serena Unger, owner of Urban Rural Regional Strategies, have decades of experience (including on SALC projects) focused on urban and regional planning, regional conservation and agricultural land preservation planning, and agricultural economic viability planning. Sibella Kraus leads Sustainable Agriculture Education, a nonprofit that advances multi-benefit agriculture as a foundation for regional resilience, catalyzes place-based regenerative agriculture, and fosters vital, equitable food systems that connect urban and rural communities. Amie, Serena and Sibella were lead consultants for the

development of the *Bay Area Regional Agricultural Plan Framework*. Dan Rademacher, Executive Director of GreenInfo Network, will focus on development of the ag data and mapping dashboard. Dan's work focuses on strategic communications, user-centered design, and innovative uses of geospatial and open source web and mobile technologies to achieve client goals. Heather Wooten, principal at Onside Partners, will focus on the development of the Start-up Strategic Plan for the Bay Area Agricultural Resiliency Collaborative. Heather's expertise includes policy research, analysis, and drafting; development of innovative tools that make the policymaking process accessible to all; and community and stakeholder capacity building. Torri Estrada, the Executive Director of the Carbon Cycle Institute, will coordinate with RCDs on the preparation of the Regional Agricultural Climate Resiliency Blueprint. Torri's work focuses on advancing the carbon cycle as the fundamental organizing process underlying land management and on-farm conservation in our efforts to mitigate and adapt to the global climate crisis.

**Question #12. Which stakeholders will participate in the proposed project? How will these stakeholders participate?**

A broad set of stakeholders that have a vested interest in strengthening the economic, social, and environmental resilience of regional agriculture will participate in the proposed projects as outlined in questions #3, 10, and 11. Stakeholder leadership will be provided by the 10-person Advisory Council, which might be expanded in the future):

- Misti Arias, General Manager, Sonoma Ag+Open Space District
- Louise Bedsworth, Executive Director, UC Berkeley, Climate Center for Law, Energy, & the Environment
- Torri Estrada, Executive Director, Carbon Cycle Institute
- Andrea Mackenzie, General Manager, Santa Clara Valley Open Space Authority
- Michael Meehan, Senior Planner, Santa Clara County Planning Department
- Jeanne Merrill, Executive Director, UC Berkeley, Berkeley Food Institute
- Wendy Millet, Director, TomKat Ranch
- Kellyx Nelson, Executive Director, San Mateo RCD
- Andy Naja-Riese, Executive Director, Agricultural Institute of Marin
- Jasneet Sharma, Director, San Mateo Office of Sustainability

Additional stakeholders, many of whom will participate in the Working Groups and who have provided letters of support for the project, are:

- Regional and local planning, sustainability and land conservation agencies (e.g. MTC/ABAG and regional LAFCOs)
- Public agencies dedicated to agricultural land stewardship (e.g. Resource Conservation Districts and Agricultural Preservation and Open Space Districts) as well as to agricultural research and extension (UCANR).
- Land trusts and coalitions of entities supporting natural and working lands (e.g. Peninsula Open Space Trust and TOGETHER Bay Area)

## Work Plan

Work Plan - The Bay Area Agricultural Resiliency Collaborative Planning Project		
Grantee Name: Alameda LAFCO		
Task	Timeline	Deliverable
<b>Task 1 -Project Management &amp; Engagement Plan Coordination</b>		
Subtask A - Management of consultants	Q1-Q2	Contracts
Subtask B - Grant management: invoicing and reporting	Q1-Q8	DoC Meetings, Invoicing, & Reports
Subtask C - Project Team Meetings	Q1-Q8	Regular Meetings, Notes, & Follow-up
Subtask D - Working Group Engagement Plan and Schedule across all Tasks	Q1	Working Engagement Plan and Schedule
Subtask E - Collaborative Advisory Council Meetings	Q1-Q8	Monthly Meetings and Summaries
<b>Task 2- Preparation of the LAFCo Regional Agricultural Preservation Policy Blueprint</b>		
Subtask A - Form LAFCo Working Group	Q1-Q4	Working Group Meetings
Subtask B - Assess LAFCo policies, related County and City policies, and roadblocks across the region	Q2-Q3	Regional Land Use Policy Assessment Summary
Subtask C - Inventory data and mapping needs and gaps	Q2-Q3	Summary of Data Needs and Gaps
Subtask D - Develop a LAFCo Regional Agricultural Preservation Policy Blueprint	Q4	LAFCo Regional Agricultural Preservation Policy Blueprint
<b>Task 3 -Preparation of the Regional Agricultural Climate Resiliency Blueprint</b>		
Subtask A - Initial Engagement	Q1	Outreach to RCDs
Subtask B - Form the Regional Agricultural Climate Resiliency Working Group	Q2-Q5	Working Group Meetings
Subtask C - Assess Climate Action policies and roadblocks related to agriculture, RCD outreach to allies/partners	Q3-Q4	Regional Climate Action Policy Assessment for Ag Summary
Subtask D - Inventory data and mapping needs and gaps	Q3-Q4	Summary of Data Needs and Gaps
Subtask E - Develop a Regional Agricultural Climate Resiliency Blueprint	Q4-Q6	Regional Agricultural Climate Resiliency Blueprint

Task	Timeline	Deliverable
<b>Task 4 -Start-up Strategic Plan for the Bay Area Agricultural Resiliency Collaborative</b>		
Subtask A - Form the Regional Collaborative Entity Working Group	Q1-Q4	Working Group Meetings
Subtask B - Refine mission, vision, and theory of change of the new entity	Q2	Mission, Vision, and Theory of Change Statement
Subtask C - Determine roles, responsibilities, and legal structure for the entity	Q3	Draft Organizational Strategic Start-up Plan
Subtask D - Identify development phases and initial projects (based on Action Plans for Tasks 2 and 3)	Q3	Incubation Workplan
Subtask E - Identify initial and long-term budget and funding opportunities	Q3	Incubation Budget
Subtask H - Finalize entity structure	Q4	Final Strategic Start-up Plan
<b>Task 5 - Regional Data and Mapping Dashboard</b>		
Subtask A - Kick-off: Finalize scope with input from stakeholders (per stakeholder plan)	Q2	Kickoff agenda and notes
Subtask B - Survey and user interviews	Q3	Findings reports for Survey and Interviews
Subtask C - Data inventory and development	Q4	Shared data inventory & Geo data downloaded
Subtask D - Dashboard Design	Q5	Interactive mockup shared via URL
Subtask E - Beta Implementation	Q6	Working website deployed/not publicized
Subtask F - Completion Testing	Q7	Task completion findings report
Subtask G - Administration and Project Management	Q1-Q7	Meeting and Agendas
Subtask H - Data and Mapping Dashboard Launch	Q8	Dashboard Communications Release

### **Signed Authorizing Resolution**

Applicants must submit a signed Resolution of Support authorizing work to be completed under the proposal. The resolution must:

- Approve the filing of an application for the proposed project;
- Certify that the Applicant understands the assurances and certification in the application;
- Certify that the Applicant will have sufficient funds to meet the match requirement;
- Certify that the Applicant will work towards the California's Planning Priorities;
- Authorize entrance into a grant agreement with the Department for the project and agree to accept the template included in the Guidelines; and,
- Authorize a designated individual, or designee, as agent to accept the award of grant funding and to execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for development of the plan.
- If the application is from an entity other than county, city, local area formation commission, council of government, municipal planning organization, regional transportation planning agency, groundwater sustainability agency, or special district with land use or transportation planning authority, and Federally recognized California Native American tribe or a non-Federally recognized California Native American tribe that is on the contact list maintained by the Native American Heritage Commission, then the resolution must also include a statement the applicant will enter into a memorandum of understanding with one of those entities.

The resolution must provide acknowledgement that the Applicant understands and accepts that they must cover the costs to complete work related to the development and execution of the planning project until reimbursement by the State.



# LAFCO

*Alameda* Local Agency Formation Commission

## AGENDA REPORT

July 10, 2025

Item No. 9

**TO:** Alameda Commissioners

**FROM:** Rachel Jones, Executive Officer

**SUBJECT:** CALAFCO Board Nominations and Voting Delegate

The Alameda Local Agency Formation Commission (LAFCO) will consider action items relating to the California Association of Local Agency Formation Commissions (CALAFCO) Annual Conference scheduled for October 22<sup>nd</sup>-24<sup>th</sup> in San Diego.

### Summary

### Voting Delegates

CALAFCO requires each member LAFCO to designate a voting delegate to vote on behalf of their Commission. LAFCOs may also designate an alternate voting delegate. Voting delegates may be a commissioner, alternate commissioner, or executive officer. Voting delegate names must be submitted to CALAFCO by Friday, September 19<sup>th</sup>. Delegates may vote electronically.

### Board Nominations

Nominations for the CALAFCO Board of Directors are now being accepted until September 19<sup>th</sup>. There are eight seats up for election, two from each of the four regions. Alameda LAFCO is a member of the Coastal Region. The Coastal Region seats up for election include the City and Public member seats. See the nomination packet for details in Attachment 1. CALAFCO Board elections for the Coastal Region's City and Public member seats will occur at the Annual Conference on Thursday, October 23<sup>rd</sup>.

If an eligible member indicates interest in serving on the CALAFCO Board of Directors, staff recommends the Commission consider a formal nomination of that member. Staff also recommends authorizing the Chair to make final decisions related to nominations for CALAFCO Board of Directors if a decision cannot be made at this meeting.

#### Administrative Office

Rachel Jones, Executive Officer  
224 West Winton Avenue, Suite 110  
Hayward, California 94544  
T: 510.670.6267  
[www.alamedalafco.org](http://www.alamedalafco.org)

Nate Miley, Regular  
County of Alameda

David Haubert, Regular  
County of Alameda

Lena Tam, Alternate  
County of Alameda

Jack Balch, Regular  
City of Pleasanton

John Marchand, Regular  
City of Livermore

Sherry Hu  
City of Dublin

Ralph Johnson, Chair  
Castro Valley Sanitary District

Mariellen Faria, Regular  
Eden Township Healthcare

Peter Rosen, Alternate  
Hayward Area Recreation and Park District

Sblend Sblendorio, Regular  
Public Member

Bob Woerner, Alternate  
Public Member

## **Alternatives for Action**

The following alternatives are available to the Commission:

### Alternative One (Recommended):

Appoint a voting delegate and alternate voting delegate for the 2025 CALAFCO Annual Conference; and advise staff or the Chair on any nominations for the CALAFCO Board of Directors.

### Alternative Two:

Continue consideration of the report to a future meeting and provide direction to staff for additional information as needed ahead of the September 19<sup>th</sup> deadline.

### Alternative Three:

Take no action.

## **Procedures**

This item has been placed on Alameda LAFCO's agenda as part of the business calendar. The following procedures are recommended in consideration of this item:

1. Receive verbal presentation from staff unless waived.
2. Invite any comments from the public
3. Provide feedback on the item as needed.

Respectfully,



Rachel Jones  
Executive Officer

### **Attachments:**

1. CALAFCO Board Nominations





Date: June 25, 2025

To: Local Agency Formation Commission Members and Alternate Members

From: Wendy Root Askew, Committee Chair  
CALAFCO Board Election Committee / CALAFCO Board of Directors

RE: CALAFCO Board of Directors Nomination Period Now Open for 2025-2026

The Nomination period is now open for the fall elections of the CALAFCO Board of Directors for the following seats:

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

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

**FRIDAY, SEPTEMBER 19, 2025**

*This is a critical transition time for CALAFCO and the Association is looking for Board members who are fully committed to moving the organization forward. While the work is challenging, requiring engagement, collaboration, dedication, and the ability to make difficult decisions, this time of transition creates ample opportunities for positive change and growth.*

*\*Due to the pending departure of four of the LAFCOs in the Southern Region, the Executive Committee of the CALAFCO Board, along with the Election Committee, approved holding the two pending open seats in the southern region vacant for a one-year period (District and Public). The two remaining LAFCO Executive Officers in that region have also provided their approval. This decision is scheduled to be ratified by the full Board on July 25, 2025.*

Serving on the CALAFCO Board is a unique opportunity to work with other LAFCO professionals throughout the state on legislative, fiscal, and operational issues that affect us all. The Board meets four to five times each year. You will find the 2026 meeting calendar included in this nomination packet, and you are asked to commit to full attendance and participation. There is typically a hybrid option available for most meetings. However, strategic plan retreats and other meetings may be scheduled in-person and locations may alternate around the state. A job description is attached that more fully describes Director responsibilities and time commitment (which will be revised at some time in the next year).

Board terms span a two-year period, with no term limits, and any LAFCO commissioner or alternate commissioner is eligible to run for a Board seat. Elections will be conducted during Regional Caucuses at the CALAFCO Annual Conference prior to the Annual Membership Meeting on Thursday, October 23, 2025 at the Wyndham Bayside Hotel, San Diego, California.

Please consider your desire to participate on the CALAFCO Board of Directors carefully. Especially during this time of transition, as it is an important commitment.

All candidates must:

- Have the support of their Commission;
- Have the support of their respective Executive Officer;
- Complete the Nomination Form and Candidate Form in their entirety; and
- Submit all required paperwork by the deadline.

All candidates are encouraged to attend a 1-hour candidate nomination orientation to be held virtually on Friday, September 5, 2025, at 9 a.m. Should you be interested, please notify Pamela Miller at [pmiller@millermcg.com](mailto:pmiller@millermcg.com) no later than Friday, August 29, 2025 at 3 p.m. and a meeting access link will be provided to you. Your Executive Officer is also strongly encouraged to attend with you.

All newly elected Board members and their Executive Officers are required to attend a Board Member Orientation between the election and the December 5, 2025 Board meeting. You will receive a one-to-one orientation either in person or virtually, depending upon your location. This must be completed prior to your first full Board meeting.

**Should your Commission nominate a candidate, please return the completed Nomination Form and Candidate Form by the deadline. Completed nomination forms and all materials must be RECEIVED by CALAFCO by the deadline of September 19, 2025.**

Electronic filing of nomination forms is ***highly encouraged*** to facilitate the recruitment process. Please email to [info@calafco.org](mailto:info@calafco.org). However, hard copy forms and materials may also be mailed to:

Election Committee c/o Interim Executive Director  
California Association of Local Agency Formation Commissions  
1451 River Park Drive, Suite 185  
Sacramento, CA 95815

Complete nomination packets received by the **September 19, 2025** deadline will be included in the Election Committee's Report that will be distributed to LAFCO members. Candidate names will be listed in the report, and on the ballot, in the order nominations are received. The Election Committee Report will be distributed no later than October 8, 2025, 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 voting delegate to the Annual Meeting, an electronic ballot will be made available ***if requested in advance***. **Ballot requests must also be received no later than Friday, September 19, 2025, with completed absentee ballots due to CALAFCO no later than Friday, October 17, 2025.**

#### 2025 NOMINATION/ELECTION PROCESS DEADLINES AND TIMELINES

- **June 25** – Nomination Announcement and packet sent to LAFCO membership and posted on the CALAFCO website.
- **September 19** – Completed Nomination packet due @ 12 p.m.
- **September 19** – Request for an absentee/electronic ballot due @ 12 p.m.
- **September 19** – Voting delegate name due to CALAFCO @ 12 p.m.
- **October 8** – Distribution of the Election Committee Report (includes all completed/submitted nomination papers)
- **October 8** – Distribution of requested absentee/electronic ballots.
- **October 17** – Absentee ballots due to CALAFCO @ 12 p.m.
- **October 23** – Elections

If you have any questions about the election process, please contact CALAFCO Transition Team Specialist Pamela Miller at [pmiller@millermcg.com](mailto:pmiller@millermcg.com). Or you may contact the CALAFCO Interim Executive Director José Henríquez at [jhenriquez@calafco.org](mailto:jhenriquez@calafco.org) or by calling 916-442-6536 and leaving a message.

Members of the 2025/2026 CALAFCO Election Committee are:

Wendy Root Askew, Committee Chair  
(831) 883-7570

Monterey LAFCO (Coastal Region)  
[District4@countyofmonterey.gov](mailto:District4@countyofmonterey.gov)

Gay Jones  
(916) 874-6458

Sacramento LAFCO (Central Region)  
[h2ogay@pacbell.net](mailto:h2ogay@pacbell.net)

Steve Sanchez  
(951) 369-0631

Riverside LAFCO (Southern Region)  
[ssanchez@laquintaca.gov](mailto:ssanchez@laquintaca.gov)

Paul Minchella  
(916) 926-7793

Modoc LAFCO (Northern Region)  
[Pminchella@yahoo.com](mailto:Pminchella@yahoo.com)

To assist you in this consideration, included for your reference are the following documents:

- Nomination Form (to be completed and returned)
- Candidate Form (to be completed and returned)
- CALAFCO Board Member Job Description
- Board of Directors meeting calendar December 2025 through December 2026
- CALAFCO Board of Directors Nomination and Election Policies
- Current listing of Board Members and corresponding terms of office. The seats eligible for election this year are highlighted.

We sincerely hope you will consider joining us in making a difference for LAFCOs statewide, and for CALAFCO's future.



## Board of Directors Nomination and Election Policies, Procedures and Forms

### 5.1 Board Nomination and Election Procedures

The procedures for nominations and election of CALAFCO Board [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 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 Election Committee Chair. The CALAFCO Executive Director shall either serve as staff to the Election Committee or appoint a 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 Election 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 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 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:

- 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 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 policies and procedures were adopted by the CALAFCO Board of Directors on 12 January 2007 and amended on 9 November 2007, 8 February 2008, 13 February 2009, 12 February 2010, 18 February 2011, 29 April 2011, 11 July 2014, 27 October 2017, 11 May 2018, 24 July 2020, 30 April 2021, 30 July, 2021, and 21 January, 2022. They supersede all previous versions of the policies.



## CALAFCO's Four Regions



As of June 25, 2025, the LAFCOs 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: Stephen Lucas  
Butte LAFCO  
[slucas@buttecounty.net](mailto:slucas@buttecounty.net)

After June 30:  
Shannon Costa  
Butte LAFCO  
[scosta@buttecounty.net](mailto:scosta@buttecounty.net)

**Southern Region**

Imperial  
Los Angeles\*  
Orange\*  
Riverside  
San Bernardino\*  
San Diego\*

CONTACT: Adriana Romo  
Los Angeles LAFCO  
[aromo@lalafo.org](mailto:aromo@lalafo.org)

After June 30:  
José Henriquez  
Interim Executive Director  
[jhenriquez@calafco.org](mailto:jhenriquez@calafco.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: Joe Serrano  
Santa Cruz LAFCO  
[joe@santacruzlafco.org](mailto:joe@santacruzlafco.org)

**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@sacounty.net](mailto:henriquezj@sacounty.net)

*LAFCOs noted with an asterisk (\*) have provided CALAFCO official notice they will end their membership effective June 30, 2025.*



Board of Directors  
2025/2026 Nomination Form  
*(Must accompany the Candidate 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. *As Chair, I attest that our LAFCO fully supports this Commissioner as a CALAFCO Board member. Further, I attest that our Executive Officer will support this Commissioner during their tenure on the CALAFCO Board.*

\_\_\_\_\_  
LAFCO Chair

\_\_\_\_\_  
Date

**NOTICE OF DEADLINE**

Nomination Packets must be received by **September 19, 2025** to be considered by the Election Committee.

Send completed nominations to [info@calafco.org](mailto:info@calafco.org)

Or, mail to:

CALAFCO Election Committee  
CALAFCO  
1451 River Park Drive, Ste. 185  
Sacramento, CA 95815



## Board of Directors 2025/2026 Candidate Form

*(All sections and questions must be thoroughly answered)*

*Please attach your professional resume or vitae to this form.*

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 \_\_\_\_\_

### **PART ONE - LAFCO experience:**

- How many years on your LAFCO?
- How many of your LAFCO meetings have you missed in the past 2 years?
- What are some examples of major projects, applications, or issues your LAFCO has undertaken/addressed during your tenure?

### **PART TWO - CALAFCO experience:**

- How many CALAFCO conferences have you attended?
- When was the last time you attended a LAFCO 101 session?

### **PART THREE - Pertinent professional background:**

- What background besides LAFCO experience do you have that may be applicable to representing LAFCOs statewide as a CALAFCO Board member?

- What particular set of skills do you bring to the CALAFCO Board that you believe will be useful at this critical transition time?

**PART FOUR - Confirmation of availability:**

- ☐ I confirm my understanding that being elected to the Board is a responsibility that requires my commitment to showing up, being fully present, and fully engaged.
- ☐ I confirm that I understand the Board's attendance policy and that I will attend the following Board meetings for 2025/2026 (barring any unforeseen emergency):
  - December 5, 2025 – in-person with hybrid option (San Jose or Sacramento)
  - February 26, 2026 – in-person full day teambuilding & strategic plan retreat (no hybrid - Sacramento)
  - February 27, 2026 – in-person Board meeting (Sacramento)
  - May 8, 2026 – virtual
  - August 7, 2026 - in-person with hybrid option
  - October 23, 2026 – in-person at annual conference (Sacramento)
  - December 11, 2026 – in-person with hybrid option (southern CA)
- ☐ I confirm that I will volunteer for and fully participate in at least one of the following Board Committees:
  - Legislative
  - Annual Conference Planning
  - Elections
  - Achievement Awards

**PART FIVE - Other Comments or information:**

**NOTICE OF DEADLINE**

Complete Nomination Packets must be received by **September 19, 2024** to be considered by the Election Committee.

Send completed nominations to [info@calafco.org](mailto:info@calafco.org)

Or, mail to:

CALAFCO Election Committee  
 CALAFCO  
 1451 River Park Drive, Ste. 185  
 Sacramento, CA 95815



## Board Member Job Description

### Adopted April 12, 2024

#### Duties

Board members have the following legal duties:

1. **Duty of Care:** *Ensuring prudent use of all assets including financial, facility, people, and good will.*
2. **Duty of Loyalty:** *Ensuring that the association's activities and transactions are, first and foremost, advancing its mission; Recognizing and disclosing conflicts of interest; Making decisions that are in the best interest of the association and not in the best interest of an individual board member, or any other individual or entity.*
3. **Duty of Obedience:** *Ensuring that the association obeys applicable laws and regulations; follows its own bylaws and policies; and that it adheres to its stated corporate purposes/mission.*

#### Position

Serving as a CALAFCO Board member is an extraordinary opportunity for an individual who is passionate about the importance of the role that LAFCOs play in the sustainable growth of a region, and who has a track record of leadership. His/her accomplishments will allow him/her to interface effectively with the state legislature, as well as attract other well-qualified, high- performing board members.

As a governing body, the Board is expected to support the work of CALAFCO by providing mission-based leadership and strategic governance. While day-to-day operations are led by CALAFCO's Executive Director (E.D.), the Board-E.D. relationship is a partnership and the appropriate involvement of the Board is both critical and expected. Board members are tasked with the Leadership, Governance, and Oversight of the association through the following responsibilities:

- Representing CALAFCO to stakeholders; acting as an ambassador for the organization to regional members and California legislators.
- Approving policies that provide the appropriate authority and guidance for/to the E.D. in the administration of the organization.
- Serving as a trusted advisor to the E.D.
- Participating in strategic planning retreats.
- Reviewing agenda and supporting materials, and communicating questions to the E.D., prior to board and committee meetings.
- Weighing the organization's outcomes against strategic plan initiatives.

- Approving CALAFCO's annual budget, financial reports, and business decisions; being informed of, and meeting all, legal and fiduciary responsibilities.
- Assisting the E.D. and board chair in identifying and recruiting other board members to ensure CALAFCO's commitment to a diverse board and staff that recognizes the differing perspectives among LAFCOs.
- Partnering with the E.D. and other board members to ensure that board resolutions are carried out.
- Serving on committees or task forces and taking on special assignments, as needed.



## Board of Directors Meeting Calendar December 2025 – December 2026

*Approved by the Executive Committee of the Board on Wednesday, June 18, 2025  
To be ratified by the full Board on July 25, 2025*

*For regular meetings, please schedule from approx. 9 a.m. – 2 p.m. Meetings may be shorter in duration.*

*Teambuilding / strategic planning session is an all-day event. The Board meeting the following day is typically 9 a.m. – 12 p.m.*

*All CALAFCO members will have virtual access to attend Board meetings except for the February 26, 2026 retreat. There is no virtual option for this session.*

- December 5, 2025 – in-person with hybrid option (San Jose or Sacramento - TBD)
- February 26, 2026 – in-person full day teambuilding & strategic plan retreat (no hybrid - Sacramento)
- February 27, 2026 – in-person Board meeting (Sacramento)
- May 8, 2026 – virtual
- August 7, 2026 - in-person with hybrid option
- October 23, 2026 – in-person at annual conference (Sacramento)
- December 11, 2026 – in-person with hybrid option (southern CA)



<b>CALAFCO Board Members 2024-25</b> (as of June 23, 2025)		
<b>Board Member Name</b>	<b>LAFCO – Region</b>	<b>Type – Term Expires</b>
Jaron Brandon	Tuolumne – Central	County – 2026
Virginia Chang Kiraly	San Mateo – Coastal	District – 2026
Kimberly Cox	San Bernardino – Southern	District – 2025 Seat being held open for 1 year
Yxstian Gutierrez	Riverside – Southern	County – 2025
Gay Jones	Sacramento – Central	District – 2026
Kenneth Leary	Napa – Coastal	Public – 2025
Derek McGregor	Orange – Southern	Public – 2026 Seat being held open for 1 year upon vacating
Paul Minchella	Modoc – Northern	City – 2026
Nancy Ogren	Siskiyou – Northern	County – 2025
Anita Paque	Calaveras – Central	Public – 2025
Wendy Root Askew	Monterey – Coastal	County – 2026
Steve Sanchez	Riverside – Southern	City – 2026
Josh Susman	Nevada – Northern	Public – 2026
Vacant	Central	City – 2025
Vacant	Coastal	City – 2025
Vacant	Northern	District – 2025

**Seats up for election for the 2025-26 year**

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### AGENDA REPORT

July 10, 2025

Item No. 13a

**TO:** Alameda Commissioners

**FROM:** Rachel Jones, Executive Officer

**SUBJECT:** Current and Pending Proposals

The Commission will receive a report identifying active proposals on file with the Alameda Local Agency Formation Commission (LAFCO) as required under statute. The report also identifies pending local agency proposals to help telegraph future workload. The report is being presented to the Commission for information only.

#### Information / Discussion

The Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (“CKH”) delegates LAFCOs with regulatory and planning duties to coordinate the formation and development of local government agencies and their municipal services. This includes approving or disapproving boundary changes involving the formation, expansion, merger, and dissolution of cities, towns, and special districts, as well as sphere of influence amendments. It also includes overseeing outside service extensions. Proposals involving jurisdictional changes filed by landowners or registered voters must be put on the agenda as information items before any action may be considered by LAFCO at a subsequent meeting.

#### Current Proposals | Approved and Awaiting Term Completions

Alameda LAFCO currently has no proposals on file that were previously approved and awaiting term completions. CKH provides applicants one calendar year to complete approval terms or receive extension approvals before the proposals are automatically terminated.

#### Current Proposals | Under Review and Awaiting Hearing

There is currently one active proposal on file with the Commission that remains under administrative review and awaits a hearing as of date of this report.

- **Annexation of Merritt Property | City of Pleasanton**

The City of Pleasanton is proposing annexation of a four-subject parcel in unincorporated Alameda County for the development of a 111-lot residential subdivision, including an age-qualified community consisting of 92-single family homes and duplexes. The affected territory is located within the City’s sphere of influence and urban growth boundary.

## Pending Proposals

There is currently one new potential proposal at the moment that staff believes may be submitted to the Commission from local agencies based on ongoing discussions with proponents.

- **Reorganization of Appian Way/Louis Ranch Property | ACWD and USD**  
The Alameda County Water District (ACWD) and Union Sanitary District (USD) are evaluating a plan to annex one parcel totaling approximately 30 acres within the City of Union City. The purpose of the annexation is to develop 325 single-family residential units on nine parcels totaling 98.6 acres.

## Alternatives for Action

This item is for informational purposes only. No formal action will be taken as part of this item.

Attachments: none



### AGENDA REPORT

July 10, 2025

Item No. 13b

**TO:** Alameda Commissioners

**FROM:** Rachel Jones, Executive Officer

**SUBJECT:** Progress Report on 2024-2025 Work Plan

The Alameda Local Agency Formation Commission (LAFCO) will receive a progress report on accomplishing specific projects as part of its adopted work plan for 2024-2025. The report is being presented to the Commission to formally receive and file as well as provide direction to staff as needed.

### Background

Alameda LAFCO's current strategic plan was adopted following a planning session on June 23, 2023. The plan defines each of LAFCO's priorities through overall goals, core objectives, and target outcomes with overarching themes identified as education, facilitation, and collaboration. The strategic plan is anchored by seven key priorities that collectively orient the Commission to proactively fulfill its duties and responsibilities under the Cortese-Knox-Hertzberg Act of 2000 in a manner responsive to local conditions and needs. These pillars and their related strategies, which premise individual implementation outcomes, are summarized below.

1. Education – Serve as a resource to the public and local agencies to support orderly growth and logical sustainable service provision.
2. Facilitation – Encourage orderly growth and development through the logical and efficient provision of municipal services by local agencies best suited to feasibly provide necessary governmental services and housing for persons and families of all incomes.
3. Collaboration – Be proactive and act as a catalyst for change as a way to contribute to making Alameda County a great place to live and work by sustaining its quality of life.

On May 9, 2024, Alameda LAFCO adopted the current fiscal year work plan at a noticed public hearing. The work plan is divided into two distinct categories – statutory and administrative – with one of three priority rankings: high; moderate; or low. The underlying intent of the work plan is to serve as a management tool to allocate Commission resources in an accountable and transparent manner over the corresponding 12-month period that pulls from the key priorities in the Commission's Strategic Plan.

Further, while it is a standalone document, the work plan should be reviewed in relationship to the adopted operating budget given the planned goals and activities are facilitated and or limited accordingly.

This item provides the Commission with a status update on nineteen targeted projects established for the fiscal year with a specific emphasis on the “top ten” projects that represent the highest priority to complete during the fiscal year as determined by the membership. This includes identifying the projects already completed, underway, or pending in the accompanying attachment. The report and referenced attachment are being presented for the Commission to formally receive and file while also providing additional direction to staff as appropriate.

### **Discussion**

The Commission is underway on seven of the nineteen projects included in the adopted work plan. This includes progress on projects, such as Countywide Regional Water and Wastewater Committee, MSR Implementation Program, the Countywide Municipal Service Review on Health and EMS/Ambulance Services, SALC Grant project, and 2023-2024 audit report.

### **Alternatives for Action**

This item is for informational purposes only. No formal action will be taken as part of this item.

#### **Attachments:**

1. 2024-2025 Work Plan

ALAMEDA LAFCO WORKPLAN | 2024-2025

Priority	Urgency	Type	Project	Key Issues
1	High	Statutory	Countywide MSR on Health and EMS/Ambulance Services	Consider accessibility of healthcare (including mental health) services to all residents within Alameda County
2	High	Statutory	Countywide Regional Water and Wastewater Committee	Develop a Framework for Creating a Countywide Regional Water and Wastewater Committee
3	High	Statutory	Countywide MSR on Police Services	Examine Current Provision and Need for Police Services and Related Financial and Governance Considerations
4	High	Administrative	LAFCO Office Move	Fulfill Long-Term Lease in MOU with CDA; Aid in Hiring LAFCO Analyst
5	High	Statutory	Application Proposals and Requests	Utilize resources to address all application proposals and boundary issues (ex. South Livermore Sewer Extension Project)
6	High	Administrative	Informational Report on Island Annexations	Map all Unincorporated Islands and Examine Island Annexation Implementation Issues in Alameda County
7	High	Administrative	2023-2024 Audit	Verify Fund Balance; Perform Regular Audits
8	Moderate	Administrative	Local Agency Directory Update and MSR Summary Report	Continue Producing LAFCO Graphic Design Materials for Transparency and Outreach
9	Moderate	Statutory	MSR Implementation Program	Ensure MSR Recommendations are Reviewed and Considered by Agencies
10	Moderate	Administrative	Agricultural Land Use Designation Project	Work in Partnership with the County to Review and Evaluate Land Use Designations for Agricultural and Open Space Areas
11	Moderate	Statutory	Participate and Facilitate Ongoing MSR Fire Service Discussions	Work with Fire Agencies in Providing Possible Boundary Solutions and Shared Facilities
12	Moderate	Administrative	Explore SALC Agricultural Conservation Acquisition Grants	Apply for SALC Grants to permanently protect croplands, rangelands, and lands utilized for the cultivation of traditional resources from conversion to non-agricultural uses
13	Moderate	Administrative	Prepare Informational Report on JPAs	Post Enactment of SB 1266; Enhance Repository on Local Government Services
14	Low	Administrative	Review of County Transfer of Jurisdiction Policies	Ensure Policies are Consistent with CKH
15	Low	Administrative	Update Application Packet and Mapping Requirements	Streamline LAFCO Application and County Mapping Requirements; Make User Friendly
16	Low	Administrative	Informational Report on Remen Tract	Special Report on Service Delivery

17	Low	Administrative	Bay Area LAFCO Meetings	Attend Meetings with Other Bay Area LAFCOs for Projects/Training
18	Low	Administrative	Website Content Update	Update Relevant Information on LAFCO Website and Create New Mapping Page
18	Low	Administrative	Social Media	Expand Alameda LAFCO's Social Media Presence
19	Ongoing	Statutory	Policy Review on Agricultural Protection and Out of Area Service Agreements	Periodical review of exisitng policies relative to practices and trends, and determine whether changes are appropriate to better reflect current preferences



California Association of  
Local Agency Formation Commissions



SUPPORTING SUSTAINABLE  
COMMUNITY GROWTH



**Strengthening Communication  
& Collaboration for CALAFCO**

# **▶ PLANNING RETREAT SUMMARY REPORT**

March 20–21, 2025



# Executive Summary

The CALAFCO Board of Directors, Regional Officers, and Legal Counsel gathered in Sacramento on March 20–21, 2025, for a two-day planning retreat. Purposes of the retreat were to reflect on the organization's evolution, reaffirm its core values and mission, examine and commit to good governance practices, and advance a renewed focus on transparent communication and unified leadership.

Board members in attendance included Jaron Brandon (day one), Virginia Chang-Kiraly, Kimberly Cox, Gay Jones, Gordon Mangel, Paul Minchella, Anita Paque, Wendy Root-Askew, and Josh Susman. Regional Officers and Legal Counsel included José Henríquez (Interim Executive Director), Steve Lucas, Joe Serrano, Adriana Romo, Clark Alsop (day one) and Paula deSousa.

Also in attendance on day one was Jeni Tickler (Interim Administrative Assistant), Jeren Batchelder-Seibel of Marin LAFCO, and Michelle McIntyre of Placer LAFCO. Kate McKenna of Monterey LAFCO attended both days. Member LAFCO staff present were invited to engage in most of the activities and discussions throughout the day.

Day one of the retreat was facilitated by Pamela Miller, Miller Consulting Group, and day two by Erin LaCombe, CV Strategies.



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## **Pamela Miller**

Owner & Chief Engagement Officer, Miller Consulting Group  
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## **Erin LaCombe**

President, CEO & Founder, CV Strategies  
erin@cvstrat.com | 760-641-0739 | cvstrat.com

# DAY ONE: *Looking Back,* ← → *Moving Forward*



## The Road To Today

The group began the retreat by establishing shared norms, setting the tone for open dialogue, mutual respect, and productive collaboration throughout the two days. Participants reviewed CALAFCO's 54-year history and reflected on the organization's recent challenges by creating symbolic headlines. These illustrated a shared recognition of past conflict and a renewed commitment to a united future.

These headlines reflect individual retreat participant perspectives shared during the session. They do not reflect the collective perspective or experience of all participants.

## 2024 Headlines

- CALAFCO faces challenges
- Failure to communicate
- CALAFCO Board votes to ignore and isolate the executive officers and their members
- Personal agendas and egos threatened state land use planning policy
- 1925 Telegraph wires cut - 2025 no cell service
- Leadership collusion and mismanagement causes several LAFCOs to leave statewide organization
- Why CALAFCO?
- CALAFCO members weigh value of continued membership amidst divisive decision making
- Storm clouds over CALAFCO
- Not dead yet! CALAFCO working to rise from the ashes like the phoenix
- Dumpster fire only 10% contained
- Destruction, terror and mayhem befalls CALAFCO
- Good governance takes a hit, CALAFCO in crisis
- CALAFCO chaos
- CALAFCO loses sight of who it works for and why
- CALAFCO has wakeup call

## 2025 Vision Headlines

- 55 years strong - CALAFCO representing all 58 counties
- CALAFCO Executive Director welcomes the 58th LAFCO into the fold
- CALAFCO welcomes back members
- CALAFCO group unites on legislative priorities
- CALAFCO is the most prevalent voice for good government in California
- CALAFCO is stronger than ever!
- A rejuvenated CALAFCO celebrates legislative win! LAFCOs now have the power to annex!
- CALAFCO is back and better than ever
- CALAFCO trust is back
- CALAFCO commits to strong, smart planning and governance
- CALAFCO is back stronger than ever





# Lessons Learned



Participants identified critical takeaways from the past year:

- Moving forward, no unfiltered communication
- Need fully transparent communication
- Respect institutional knowledge
- Ensure balanced presentations on issues
- Be open to new ideas
- Respect the organizational culture and each other
- Remember the 2009 upheaval
- Listen to the warning signs
- Everyone needs to express specific concerns not just general dissatisfaction
- Understand the roles of the Executive Officers and the Board
- The Executive Officers and the Board should have worked towards the same goal
- We need to listen to our customers
- We need more communication channels so that we can connect with our members – understand how they want to be communicated with
- There are structural issues creating trust issues - Executive Officers need to have trust in the Executive Director, staff, and Regional Officers
- We cannot marginalize any voice as all voices are important
- The Board is not listening to executive officers
- The Board needs to own and fix it



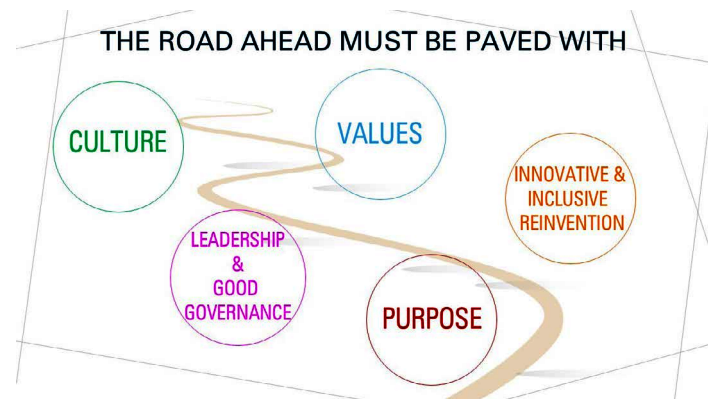
# The Road Ahead

Focus shifted to a forward-looking view. The road ahead for CALAFCO must be paved with purpose, meaningful values, positive culture, leadership and good governance, and innovative and inclusive reinvention. These were the themes for the remainder of the retreat.

## Purpose/Mission/Values

**Mission:** As a 501(c)(3) nonprofit organization, CALAFCO supports LAFCOs by promoting efficient and sustainable government services based on local community values through legislative advocacy and education.

**Values:** The underlying values that define our organization are dependability, efficiency, honesty, and transparency.



The Board reaffirmed the mission and the values adopted in April 2023 and was asked to reflect on the ways in which CALAFCO was fulfilling its purpose, how the values had been demonstrated by the Board during the past year, and what needs to be done differently to refocus on the mission and values.

## How CALAFCO is fulfilling its purpose:

- Doing the basics
- Offering some education through the existing online training library, conference, workshop, LAFCO 101
- Provide a space to discuss issues and bring LAFCOs together
- Supporting and enacting legislation and moving new bills forward
- Leadership doing self-reflection in trying to fulfill the purpose
- CALAFCO is still here with some brand value
- Given the uniqueness of LAFCOs and CALAFCO, there is still networking value




















## What needs to be done differently:

- Examine "WHY", "HOW", and "WHAT" of our communication
- Review the "HOW" of our educational offerings
- Walk the talk of our values
- Right size expectations (i.e. goals, revenue projections)
- Identify how to hold ourselves accountable, then do it
- Increase engagement with our member LAFCOs
- Be mindful of our language and use positive lenses
- Find ways to work together and acknowledge our shared commitment
- The entire Board needs to be engaged
- Discuss issues using effective conflict and disagreement tools
- Learn to control the Board's space and how we work in it to ensure effectiveness



## Building Positive Culture

The group outlined traits they want CALAFCO's organizational culture to embody:

-  Open minded
-  Fortright
-  Respectful
-  Open and transparent
-  Inclusive
-  Dedicated
-  Honesty and integrity
-  Get "it" done
-  Having grace
-  Disagree respectfully
-  Professionalism
-  Regional accessibility
-  Problem solving
-  A-political
-  Recognize the knowledge and value the Executive Officers bring
-  Focus on the greater good
-  Fully engaged Board
-  Mission driven
-  Family

## Leadership and Governance

Several aspects of leadership and good governance were examined. First, the Board reviewed the Board member duties and job description adopted in April 2024, with the facilitator noting it contains nothing regarding accountability. It was determined the job description would be part of the comprehensive review of policies and procedures.

Work was done to identify the distinctions between CALAFCO roles and LAFCO roles. Additionally, there were meaningful conversations about the impacts of their leadership roles and the decisions that are made, culminating in everyone making a personal commitment to responsible leadership.





# Roles and Responsibilities

To assist the Board and staff in distinguishing the differences in their roles and responsibilities serving CALAFCO versus their local LAFCO, in small groups (the Board was divided into three groups and staff was their own group) they identified and discussed the differences (as noted below). Each group reported out to the larger group for a broader discussion. Everyone was reminded the two roles are distinctly different and to ensure good governance, clarity on roles and responsibilities is critical.

How is your role as a CALAFCO Board Member different from your role as a LAFCO Commissioner?	
CALAFCO Role	LAFCO Role
We're a bridge	We're a bridge
Broader focus	Narrower focus
State level influence	Support CALAFCO legislative efforts
Accountable to member LAFCOs	Accountable to our own LAFCO and the County in general
Help LAFCOs meet their obligations and be a resource for EOs & Commissioners	Help safeguard open space, ag land, safe & adequate water/wastewater, & other municipal services; ensure orderly development
Avoid conflicts of interest	Avoid conflicts of interest
Actively participate	Actively participate
Be prepared	Be prepared
Truth & transparency	Truth & transparency
Understanding	Understanding
Communication	Communication
Responsibility to be aware of broader statewide issues	Provide county-wide equity
Ensure "value-added" for the membership	Study and be prepared
Participate in the annual conference	Have concise meanings
Oversee the Executive Director	Responsive to public input
Be transparent with the membership	

# Roles and Responsibilities

How is your role as a CALAFCO Regional Officer / Legal Counsel different from your role as a LAFCO Officer / Legal Counsel?

CALAFCO Role	LAFCO Role
Peer-to-peer	Staff-to-local agencies
Offering legal advice with a statewide lens	Offering legal advice with a countywide lens
Less legal restrictions	Conservative legal advice due to the public nature of the agency
Represent the entire state's LAFCO staff	Exclusively recommend actions to the Commission who are accountable to local citizens
Limited control over functions and operations	100% controlled
Observatory role	In the trenches role
Strategic	Reactive

## The impact of the leadership role and decisions made

The focus shifted to the significance of the impact each Board member, Regional Officer, and Legal Counsel can make on CALAFCO during their tenure. The group reflected on the average tenure of Board members and Regional Officers.

Position	Total Number	Average Tenure
Volunteer Executive Officer (since 1988)	12	3.2 yrs
Volunteer Deputy Executive Officer (since 1988)	27	2.8 yrs
Volunteer Officers Total (since 1988)	31	3.7 yrs
<i>No. LAFCOs represented</i>	20	
Volunteer Officers total since 2010 (regionalization)	20	3.6 yrs
<i>No. LAFCOs represented</i>	17	
Board Member (since 1988)	139	4.1 yrs
<i>No. LAFCOs represented</i>	42	
Board Member - since 2010 (regionalization)	68	3.8 yrs
<i>No. LAFCOs represented</i>	36	

Each person focused on how they will positively contribute to achieving CALAFCO's purpose and to building the organizational culture they and their member LAFCOs desire in their tenure as a Board member, Regional Officer and Legal Counsel. Each identified their personal commitment and shared it in the large group.

### Specifically, they were asked:

*Given the average tenure of a CALAFCO Board member and Regional Officer, how will you use your limited time to make a positive impact? What is the highest and best use of your efforts, energy, and time in advancing CALAFCO's purpose? What are you willing to commit?*



## Board Member Commitments

**Jaron Brandon** - Be available to all central and other regional representatives and staff. Honest & transparent discussion on issues. Present bold structural reform ideas to ensure we are targeted, cost efficient, and effective. Join legislative advocacy efforts in Sacramento. Make the motion to move the conversations along.

**Virginia Chang-Kiraly** - Build CALAFCO into an influential state organization that is listened to by elected officials at all levels, especially at the state level, and affect balanced policies and positive change for Californians. Provide LAFCO professionals with the resources they need to flourish in a productive, innovative, and empowering environment to achieve CALAFCO's mission and ultimately serve Californians.

**Kimberly Cox** - Provide honest feedback. Be willing to have the difficult conversations. Be open-minded and optimistic about the future of CALAFCO and its value to the membership.

**Gay Jones** - Develop an outreach plan with CALAFCO members to connect with state Senators and Assemblymembers.

**Gordon Mangel** - Be part of the solution. Be involved, present and participate.

**Paul Minchella** - Ensure that all information is shared completely and truthfully to all involved in a timely manner.

**Anita Paque** - Provide education for commissioners and staff through the conference program. Listen to members' concerns and ideas and work to keep the good and change the negative. Be active in the organization and participate in CALAFCO meetings and activities.

**Wendy Root-Askew** - Recognize my own limited capacity to engage and not take on more than I can commit to. Remain engaged and fully committed to the process we are undertaking to evaluate and navigate forward. Recruit new Board members who want to help us move forward. Serve in Board leadership at the will of the Board and our membership. Listen carefully to Executive Officer members for direction via the evaluation performed by Pamela and transparently implement changes for benefit of the greater good. Fight to keep LAFCO legislation intact at the state level

**Josh Susman** - Continue to exceed the average tenure of a CALAFCO Board member with the support of my LAFCO and CALAFCO in order to continue the future success of CALAFCO.

## Regional Officer and Legal Counsel Commitments

**José Henríquez** - Leave the interim Executive Director role better than how I found it. Do what I can to support members. Do better with transparency and rebuild trust. Be a resource to the next interim Executive Director and permanent Executive Director and the next generation of Regional Officers.

**Steve Lucas** - Engage all staff, especially junior staff, to actively participate in CALAFCO and build professional development goals to the benefit of all of us.

**Adriana Romo** - Bury the hatchet and strive to improve the organization by being kind and working well with each other for the common good.

**Joe Serrano** - Actively connect with member LAFCOs by providing regular updates, informing them about upcoming events and proposed actions, and offering debriefs so they are fully aware of CALAFCO activities.

**Clark Alsop** - Help the organization have the ability to aid LAFCOs in their state mandated mission.

**Paula deSousa** - Serve as council on legal issues and provide my input as appropriate on issues communicated by all levels of the LAFCO community, for the benefit of the LAFCO community.



# A View of the Future

The group reviewed the realities of the immediate future then discussed specific matters of structure and membership. Below are the various ideas that came from the brainstorming session and do not necessarily reflect consensus or agreement of the retreat participants or full Board. Consideration may or may not be given to certain ideas, as is the case with any brainstorming session.

## Structure

- Hold open the current structure and Board seats and keep them vacant
- Look at the number of Board members in the southern region
- Create an ad hoc finance working group to look at CALAFCO's revenue and expenses, or have the executive committee do it
- Cut expenses to reduce dues / don't cut the budget
- Dissolve the executive committee
- Appoint Board and Regional Officer vacancies / leave vacancies open until October
- Separate out the functions of administration, finance, policy, and lobbying / need one strong person as the face of CALAFCO
- Reverse the roles of Board members and Regional Officers
- Need a powerful person at the Capitol and with our sister orgs
- We need an Executive Director that is good at building relationships

## Membership

- Activate the membership advisory committee
- Keep unification a priority - the goal is to have 58 unified LAFCOs. Try to bring them back and continue to collaborate
- We need a serious conversation about what value we provide members
- Offer the four LAFCOs that are leaving a year of free dues / don't offer
- Offer member rates to all LAFCOs who are no longer members for the 2025 conference





# Immediate Action Items

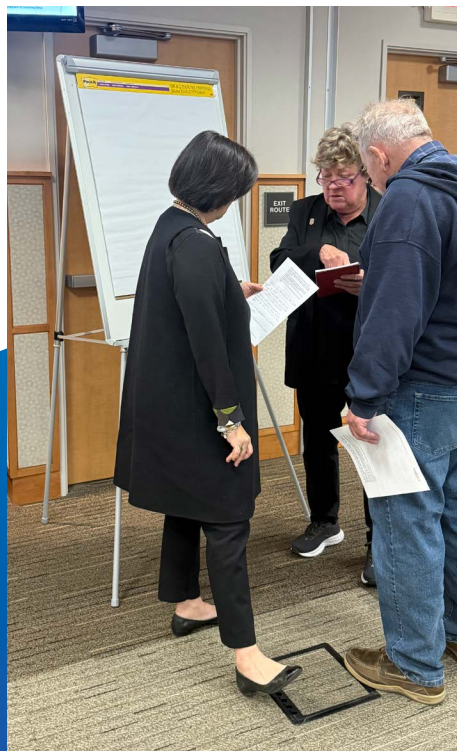
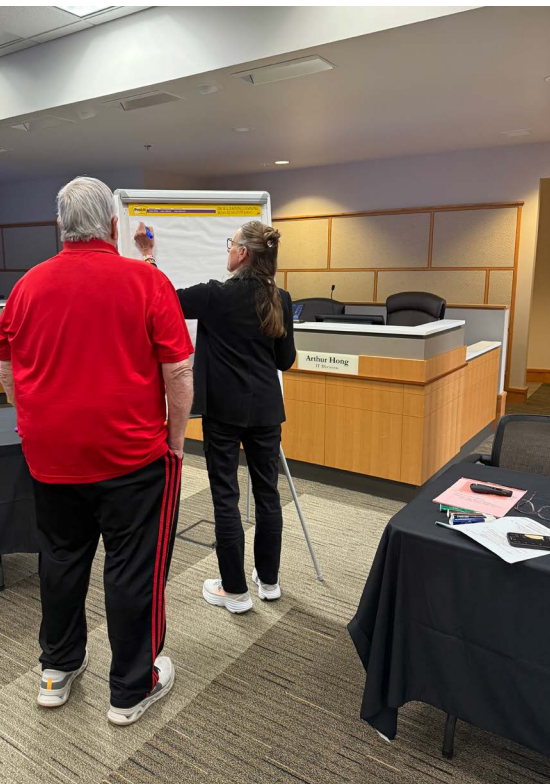
The following items received unanimous support and were added to the April 4, 2025 Board agenda for ratification:

1. Appoint a Northern Region County Board member to fill the unexpired term
2. Launch a search for an Interim Executive Director (up to a one year contract)
3. Offer membership registration rates to all non-member LAFCOs for the 2025 annual conference
4. Approve the attendance and non-voting participation of CALAFCO Regional Officers in all Executive Committee meetings.
5. Maintain the current regional structure



*The first day of the retreat closed with a powerful reflection on CALAFCO's journey, acknowledging past challenges while embracing a renewed sense of purpose, unity, and responsibility. Energized by this clarity, participants committed to begin Day Two by setting bold, immediate priorities and directing the creation of a six-to-nine month action plan to help guide CALAFCO into a stronger, more connected future. The action plan is included as Attachment A.*







# DAY TWO: Communication, Culture & Reconnection



On the second day of the CALAFCO Board Retreat, participants focused on the central role of communication in restoring trust, strengthening relationships, and driving organizational effectiveness. Through shared norms and intentional dialogue, leaders recognized that how CALAFCO communicates—internally and externally—is foundational to its culture, credibility, and future success.

## Rebuilding Through Communication

Recognizing that fractured communication contributed to recent organizational strain, the day began with a shared objective: to equip CALAFCO's leadership with the tools to foster trust, accountability, and effective communication. The group acknowledged that communication breakdowns—when left unaddressed—can erode member confidence, impede collaboration, and compromise mission delivery.

Key themes explored throughout the day included:



**GETTING ON THE SAME PAGE:** Establishing consistent language, shared facts, and clear messaging expectations across all levels of the organization.



**RESTORING TRANSPARENCY:** Prioritizing proactive, open communication—especially around sensitive or transitional matters.

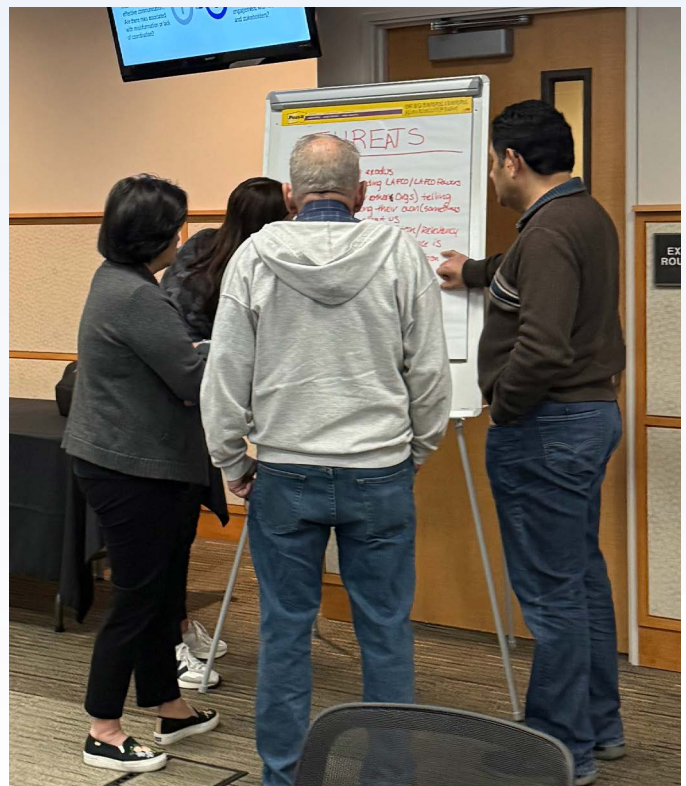


**ENCOURAGING PARTICIPATION:** Ensuring that all voices are heard and respected through more inclusive and responsive outreach practices.



**MANAGING DISAGREEMENT PRODUCTIVELY:** Leaning into courageous conversations with honesty and professionalism rather than avoidance or reactivity.

The session was grounded in a shared understanding: **communication is not a side function. It is core to governance.**



# Workshops and Analysis



As part of the communication reset, participants took part in hands-on workshops and a deep SWOT analysis focused on key message development, audience segmentation, and common communication challenges. Working both independently and in small groups, they refined CALAFCO's core messages, identified priority audiences, and explored real-world scenarios that had previously led to misunderstanding or disengagement. These exercises helped align leaders around a shared voice and revealed practical ways to tailor communication approaches to meet different stakeholder needs—from Executive Officers to state legislators to the general public.

## Tools for a New Culture of Communication

Several priorities were introduced and explored to support CALAFCO's communication reset:

### 1. Strategic Communication Framework

The elements of a draft framework were presented to help align internal and external messaging with CALAFCO's core values of trust, transparency, and professionalism. The Strategic Communication Framework will include:

- Clear key messages that reflect CALAFCO's purpose and voice
- Communication channels connected to specific audiences
- Feedback loops to assess member sentiment and improve engagement
- Guidance on message timing, approval, and delivery

CV Strategies is currently drafting the Strategic Communication Framework, which will be available for the Board's review in July 2025.

### 2. Communication Norms & Agreements

The group reviewed and reaffirmed a set of communication norms designed to foster a productive and respectful culture. Highlights include:

- Assume best intentions
- Practice presence and listen to learn
- Speak honestly and with respect
- Share space equally and lean into courageous conversations

### 3. Communications Code of Conduct

The Board committed to adopting a Communications Code of Conduct that will integrate into their broader organizational code. This will reinforce CALAFCO's values in everyday interactions. It sets expectations for:

- Professionalism and preparation
- Clarity and transparency
- Respectful discourse, even amid disagreement
- Confidentiality and appropriate use of communication channels

Participants emphasized that communication cannot be one-directional. These sessions are designed to make space for two-way engagement and rebuild a sense of trust and shared ownership in CALAFCO's future.

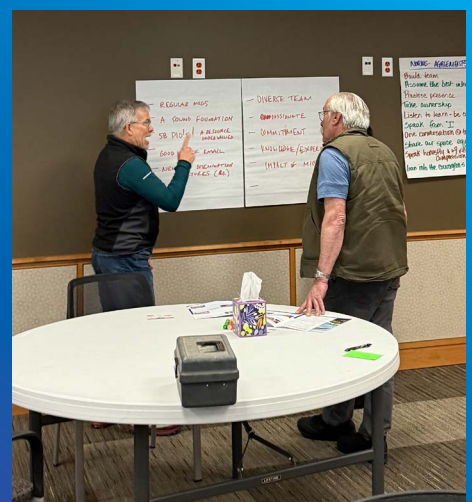
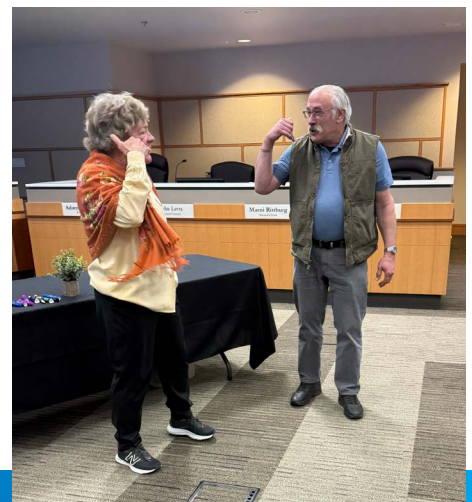
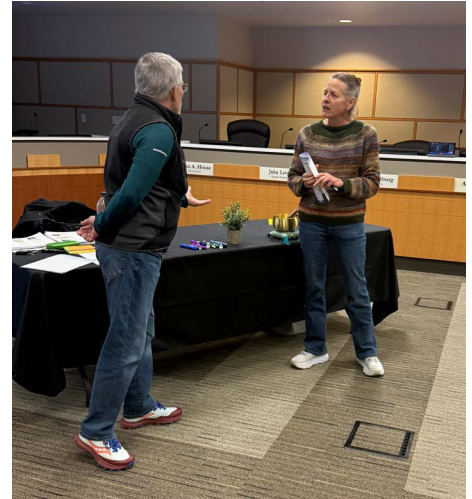
*CV Strategies is currently drafting the Communications Code of Conduct, which will be available for the Board's review in July 2025. This Code of Conduct will be incorporated into the Board's overall Code of Conduct being developed by Miller Consulting Group.*



# Applied Communications: Role Play and Results

The retreat featured interactive sessions designed to move beyond theory and into practice. Through guided discussions and small-group activities, participants explored real-world communication challenges and identified practical ways to apply CALAFCO's principles in governance. These sessions helped test messaging strategies, reflect on tone and delivery, and build awareness of how language, posture, and assumptions shape trust.

Roleplaying exercises proved especially valuable in preparing leaders for difficult conversations—whether addressing misinformation, managing conflict, or repairing strained relationships. By stepping into past communication breakdowns, participants built confidence, deepened empathy, and strengthened their ability to respond with professionalism and clarity. These exercises reinforced that effective communication depends not only on what is said, but on how it's received—and whether it fosters respect, trust, and shared understanding.



*By the close of Day Two, CALAFCO's leaders had united around a vision for communication that is not just effective, but meaningful. The day concluded with the unanimous understanding that clear, inclusive, and transparent communication must be embedded in everything CALAFCO does—from Board decisions to member outreach to legislative advocacy.*

## Outcome: A Shared Commitment

The two-day retreat marked a pivotal step toward rebuilding CALAFCO's internal culture and reconnecting its full network of 58 member LAFCOs. As the organization navigates leadership transition, member relations, and other strategic efforts, this renewed commitment to communication will serve as a compass for the work ahead.

**Attachment A:** Six-to-Nine Month Action Plan

**Attachment B:** Communications SWOT Analysis



California Association of  
Local Agency Formation Commissions



SUPPORTING SUSTAINABLE  
COMMUNITY GROWTH

# **PLANNING RETREAT** **SUMMARY REPORT**

March 20–21, 2025

Presented by:



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# CALAFCO Six- to Nine-Month Action Plan

Monthly updates on progress of the action plan will be included as part of this plan.

IMMEDIATE	Q2 – 2025	Q3 – 2025	Q4 – 2025	2026	
<div><input checked="" type="checkbox"/> <b>Hire Interim Executive Director</b> <i>Lead:</i> CALAFCO <i>Note:</i> Approved at 4/4/25 Board meeting</div> <div><input checked="" type="checkbox"/> <b>Re-establish CALAFCO U</b> <i>Lead:</i> CALAFCO</div> <div><input checked="" type="checkbox"/> <b>Conduct LAFCO Staff Focus Group</b> <i>Lead:</i> Miller MCG &amp; CALAFCO <i>Note:</i> At Workshop</div> <div><input checked="" type="checkbox"/> <b>Support Legislative Committee</b> <i>Lead:</i> CALAFCO</div> <div><input checked="" type="checkbox"/> <b>Conduct Focus Groups</b> <i>Lead:</i> Miller MCG &amp; CALAFCO <i>Deadline:</i> 6/30/25 <i>Note:</i> Include All 4 Regions for LAFCO Commissioners &amp; Staff <i>Progress:</i> Scheduling underway as of 4/7/25</div>	<div><input checked="" type="checkbox"/> <b>Conduct Comprehensive Review of Structures</b> <i>Lead:</i> Miller MCG <i>Deadline:</i> 7/31/25 <i>Note:</i> Includes Regional, Board, Regional Officers, Dues &amp; Committees</div> <div><input checked="" type="checkbox"/> <b>Conduct Review of Bylaws &amp; Policies</b> <i>Lead:</i> Miller MCG <i>Deadline:</i> 7/31/25</div> <div><input type="checkbox"/> <b>Conduct Cultural Assessment</b> <i>Lead:</i> Miller MCG &amp; CALAFCO <i>Note:</i> Distribute online survey access by 4/30/25</div>	<div><input type="checkbox"/> <b>Activate Membership Advisory Committee</b> <i>Lead:</i> CALAFCO</div> <div><input type="checkbox"/> <b>Develop Reform Recommendations</b> <i>Lead:</i> Miller MCG <i>Deadline:</i> 7/31/25 <i>Note:</i> Following completion of all feedback, analysis &amp; research</div> <div><input type="checkbox"/> <b>Adopt Board Meeting Rules of Order</b> <i>Lead:</i> Miller MCG &amp; CALAFCO <i>Deadline:</i> 7/31/25</div> <div><input type="checkbox"/> <b>Solicit Legislative Proposals from Member LAFCOs</b> <i>Lead:</i> CALAFCO <i>Deadline:</i> 8/31/25 <i>Note:</i> For 2026 Legislative Year</div> <div><input type="checkbox"/> <b>Solicit LAFCO Staff Volunteers For Legislative Committee</b> <i>Lead:</i> CALAFCO <i>Deadline:</i> 8/31/25 <i>Note:</i> For the 2025-26 Legislative Committee</div> <div><input type="checkbox"/> <b>Conduct Two CALAFCO U Sessions</b> <i>Lead:</i> CALAFCO <i>Progress:</i> Planning underway</div>	<div><input type="checkbox"/> <b>Develop Communication Plan For Distribution of Report and Recommendations</b> <i>Lead:</i> Miller MCG, CV Strat, CALAFCO <i>Note:</i> To disseminate information Association-wide</div> <div><input type="checkbox"/> <b>Distribute Report &amp; Recommendations For Change</b> <i>Lead:</i> Miller MCG &amp; CALAFCO <i>Note:</i> Of comprehensive review, feedback and recommendations to Board &amp; membership</div> <div><input type="checkbox"/> <b>Board Meeting</b> <i>Lead:</i> Miller MCG &amp; CALAFCO <i>Note:</i> To adopt recommended reforms &amp; approve support of recommended bylaws changes on 7/25/25</div> <div><input type="checkbox"/> <b>Membership Engagement/ Input on Recommended Reforms</b> <i>Lead:</i> Miller MCG &amp; CALAFCO <i>Note:</i> For potential adoption of bylaws changes at annual meeting</div>	<div><input type="checkbox"/> <b>Adopt CALAFCO &amp; Board Code of Conduct</b> <i>Lead:</i> Miller MCG &amp; CALAFCO</div> <div><input type="checkbox"/> <b>Adopt Communications Code of Conduct</b> <i>Lead:</i> CV Strategies &amp; CALAFCO</div> <div><input type="checkbox"/> <b>Develop Communications Framework</b> <i>Lead:</i> CV Strategies</div> <div><input type="checkbox"/> <b>Schedule 2026 CALAFCO U Sessions</b> <i>Lead:</i> CALAFCO <i>Note:</i> Should launch with the 2026 annual calendar</div> <div><input type="checkbox"/> <b>Continue Membership Engagement/ Input on Recommended Reforms</b> <i>Lead:</i> Miller MCG &amp; CALAFCO <i>Note:</i> For potential adoption of bylaws changes at annual meeting</div> <div><input type="checkbox"/> <b>Conduct Annual Business Meeting</b> <i>Lead:</i> CALAFCO <i>Note:</i> 10/23/25</div>	<div><input type="checkbox"/> <b>Conduct 2026 CALAFCO U Sessions</b> <i>Lead:</i> CALAFCO</div> <div><input type="checkbox"/> <b>Recruit &amp; Hire Permanent Executive Director</b> <i>Lead:</i> CALAFCO &amp; Miller MCG</div>



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An outcome of the Board retreat, March 20-21, 2025

☐ Pending Start   ☒ In Progress   ☒ Completed

This Communications SWOT Analysis was developed during the CALAFCO Board Retreat to assess internal and external communication challenges and identify opportunities to strengthen trust, transparency, and organizational alignment.

***Note:** This SWOT analysis is based on participant input from the CALAFCO Board Retreat held on March 21, 2025, and reflects individual perspectives shared during the session. It is not a product of facilitated assessment or external evaluation.*



## STRENGTHS

CALAFCO's communications foundation has strengths to build upon

- ▶ **UNIFIED VOICE** – Represents all 58 LAFCOs at the state level, reinforcing statewide impact and advocacy reach.
- ▶ **ESTABLISHED TOOLS** – Communication channels include newsletters, website, listservs, board packets, annual events, and third-party partners.
- ▶ **COMMITTED MEMBERSHIP** – Leaders and members remain passionate about CALAFCO's mission and are engaged in strengthening the organization.
- ▶ **HISTORICAL CREDIBILITY** – CALAFCO has a longstanding reputation as a reliable source of education, advocacy, and collaboration.
- ▶ **CORE VALUES ALIGNMENT** – Members broadly support the stated values of dependability, efficiency, honesty, and transparency.



## WEAKNESSES

Communication breakdowns have created gaps in trust and consistency

- ▶ **INCONSISTENT MESSAGING** – Misalignment among Board, staff, and Regional Officers has led to mixed messages and misunderstandings.
- ▶ **EROSION OF TRUST** – Exclusion of key voices and lack of transparency have weakened relationships with some member LAFCOs.
- ▶ **UNDEFINED COMMUNICATION PROTOCOLS** – Roles, responsibilities, and approval processes are unclear across communication efforts.
- ▶ **LIMITED MEMBER FEEDBACK LOOPS** – No consistent process exists for collecting and integrating member feedback.
- ▶ **OVERRELIANCE ON INFORMAL CHANNELS** – Word-of-mouth and backchannel communications have undermined official messaging.



## OPPORTUNITIES

Strategic improvements in communication can support culture change and stronger engagement

- ▶ **STRATEGIC FRAMEWORK IMPLEMENTATION** – The proposed framework will standardize key messages, identify target audiences, and outline preferred channels.
- ▶ **REINFORCE CULTURE WITH COMMUNICATION NORMS** – Codifying respectful, clear, and inclusive communication behavior through adopted norms and the Code of Conduct.
- ▶ **MODERNIZE TOOLS AND PROCESSES** – Introduce updated digital tools, responsive email formats, and real-time feedback options.
- ▶ **HOST LISTENING SESSIONS** – Regional focus groups will gather input from members, shaping CALAFCO's communication strategy and reinforcing statewide unity.
- ▶ **LEADERSHIP TRANSITION AS RESET POINT** – The search for a new Executive Director offers a chance to reestablish CALAFCO's communication tone and priorities.



## THREATS

Without proactive steps, CALAFCO's communication challenges may deepen

- ▶ **REPUTATIONAL VULNERABILITY** – Continued missteps or miscommunication risk alienating more members and damaging external credibility.
- ▶ **INTERNAL RESISTANCE** – Change fatigue or legacy habits may prevent adoption of new communication standards.
- ▶ **LOSS OF NARRATIVE CONTROL** – Unclear or delayed messaging allows others to shape the organization's public perception.
- ▶ **DISENGAGED MEMBERSHIP** – If communication continues to feel inconsistent or inaccessible, member participation and connection may erode.



# CALAFCO Six- to Nine-Month Action Plan

Monthly updates on progress of the action plan will be included as part of this plan.

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<div><input checked="" type="checkbox"/></div> <b>Support Legislative Committee</b> <b>Lead:</b> CALAFCO		<div><input type="checkbox"/></div> <b>Adopt Board Meeting Rules of Order</b> <b>Lead:</b> Miller MCG & CALAFCO <b>Deadline:</b> 7/31/25	<div><input type="checkbox"/></div> <b>Schedule 2026 CALAFCO U Sessions</b> <b>Lead:</b> CALAFCO <b>Note:</b> Should launch with the 2026 annual calendar	
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An outcome of the Board retreat, March 20-21, 2025

Update as of:  
May 29, 2025

☐ Pending Start
 ☒ In Progress
 ☒ Completed