



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

701 Ocean Street, #318-D
Santa Cruz, CA 95060
Phone Number: (831) 454-2055
Website: www.santacruzlafco.org
Email: info@santacruzlafco.org

REGULAR MEETING AGENDA

**Wednesday, February 3, 2021
9:00 a.m.**

Attend Meeting by Internet: [https://us02web.zoom.us/j/81279787343?
pwd=cGhkbjJvQnNmeVJnekovWWQ1RjY4Zz09](https://us02web.zoom.us/j/81279787343?pwd=cGhkbjJvQnNmeVJnekovWWQ1RjY4Zz09)

(Webinar ID: 812 7978 7343)

Attend Meeting by Conference Call:

Dial 1-669-900-6833 or 1-253-215-8782

(Passcode is 593523)

TELECONFERENCE MEETING PROCESS

Based on guidance from the California Department of Public Health and the California Governor's Office, in order to minimize the spread of the COVID-19 virus, Santa Cruz LAFCO has established a temporary meeting process:

a) Commission Quorum: The Governor's Executive Order (N-29-20) indicates that a quorum can consist of Commissioners in person or via teleconference during these unique circumstances. This regular LAFCO meeting will be conducted remotely. A roll call vote will occur on each agenda item that requires Commission action.

b) Public Comments: For those wishing to make public comments remotely, please submit your comments by email to be read aloud at the meeting by the Commission Clerk. Email comments must be submitted to the Commission Clerk at info@santacruzlafco.org. Email comments on matters not on the agenda must be submitted prior to the time the Chair calls for Oral Communications. Email comments on agenda items must be submitted prior to the time the Chair closes public comments on the agenda item.

For those wishing to speak during the online meeting, you must inform LAFCO staff of this request prior to the start of the meeting. If that has occurred, and after being recognized by the Chair, the identified individual will be unmuted and given up to 3 minutes to speak. Following those 3 minutes, their microphone will be muted.

c) Accommodations for Persons with Disabilities: Santa Cruz LAFCO does not discriminate on the basis of disability, and no person shall, by reason of a disability, be denied the benefits of its services, programs, or activities. If you are a person with a disability and wish to attend the meeting and you require special assistance in order to participate, please contact the Commission Clerk at (831) 454-2055 at least 24 hours in advance of the meeting to make arrangements. Persons with disabilities may request a copy of the agenda in an alternative format.

1. ROLL CALL

2. EXECUTIVE OFFICER'S MESSAGE

The Executive Officer may make brief announcements in the form of a written report or verbal update, and may not require Commission action.

a. Remote Meeting Protocol

The Commission will receive an update on the ongoing remote meeting process.

Recommended Action: No action required; Informational item only.

b. Welcome Recently Appointed County Representatives

The Commission will welcome Supervisors Coonerty, Friend, and Koenig as the regular and alternate county representatives on LAFCO.

Recommended Action: No action required; Informational item only.

3. ADOPTION OF MINUTES

The Commission will consider approving the minutes from the January 6, 2021 Regular LAFCO Meeting.

Recommended Action: Approve the minutes as presented with any desired changes.

4. ORAL COMMUNICATIONS

This is an opportunity for members of the public to address the Commission on items not on the agenda, provided that the subject matter is within the jurisdiction of the Commission and that no action may be taken on an off-agenda item(s) unless authorized by law.

5. PUBLIC HEARINGS

Public hearing items require expanded public notification per provisions in State law, directives of the Commission, or are those voluntarily placed by the Executive Officer to facilitate broader discussion.

a. "Central & Aptos/La Selva Fire Consolidation" – Protest Results

The Commission will consider certifying the results of the protest proceeding held during December 4 to January 6.

Recommended Action: Adopt the draft minutes from the January 6, 2021 Protest Hearing and draft resolution (No. 2021-02) certifying the protest period results.

b. "Blakeridge Lane/Blake Avenue Extraterritorial Service Agreement"

The Commission will consider the extraterritorial service request to receive water service from the City of Watsonville under Government Code Section 56133.

Recommended Action: Adopt the draft resolution (No. 2021-03) approving the extraterritorial service agreement involving the City of Watsonville.

c. "County Service Area 60 Dissolution"

The Commission will consider the mandatory dissolution of CSA 60 in accordance with Government Code Section 56036.

Recommended Action: Adopt the draft resolution (No. 2021-04) approving the dissolution of CSA 60 as an inactive special district.

6. OTHER BUSINESS

Other business items involve administrative, budgetary, legislative, or personnel matters and may or may not be subject to public hearings.

a. UCSC Long Range Development Plan – Draft EIR Comment Letter

The Commission will consider the draft comment letter regarding the University's environmental review towards its proposed development plan.

Recommended Action: Discuss and approve the proposed comment letter.

b. Comprehensive Quarterly Report – Second Quarter (FY 2020-21)

The Commission will receive an update on active proposals, upcoming service reviews, the Commission's adopted budget, and other staff activities.

Recommended Action: No action required; Informational item only.

c. Fire Consolidation Update (LAFCO Project No. DC 20-02)

The Commission will receive an update on the recently approved fire consolidation.

Recommended Action: No action required; Informational item only.

7. WRITTEN CORRESPONDENCE

LAFCO staff receives written correspondence and other materials on occasion that may or may not be related to a specific agenda item. Any correspondence presented to the Commission will also be made available to the general public. Any written correspondence distributed to the Commission less than 72 hours prior to the meeting will be made available for inspection at the hearing and posted on LAFCO's website.

a. Letters from CALAFCO and the County of Santa Cruz

The Commission will review two letters regarding CALAFCO's event calendar and the recent vacancy on the Santa Cruz County Consolidated Redevelopment Successor Agency Oversight Board.

Recommended Action: No action required; Informational item only.

8. PRESS ARTICLES

LAFCO staff monitors newspapers, publications, and other media outlets for any news affecting local cities, districts, and communities in Santa Cruz County. Articles are presented to the Commission on a periodic basis.

a. Press Articles during the Months of December and January

The Commission will receive an update on recent LAFCO-related news occurring around the county and throughout California.

Recommended Action: No action required; Informational item only.

9. COMMISSIONERS' BUSINESS

This is an opportunity for Commissioners to comment briefly on issues not listed on the agenda, provided that the subject matter is within the jurisdiction of the Commission. No discussion or action may occur or be taken, except to place the item on a future agency if approved by Commission majority. The public may address the Commission on these informational matters.

10. CLOSED SESSION

Pursuant to State law, a closed session may be held to appoint, employ, evaluate the performance of, discipline, or dismiss a public employee. Prior to the closed session, the public is invited to address the Commission regarding the closed session items.

a. Public Employee Performance Evaluation

Pursuant to: Government Code Section 54957

Title: Executive Officer

b. Conference with Labor Negotiators

Pursuant to: Government Code Section 54957.6

Agency designated representatives: Personnel Committee

Unrepresented Employee: Executive Officer

11. ANNOUNCEMENTS FROM CLOSED SESSION

The Chair and/or Legal Counsel will indicate whether there were any reportable actions from the Closed Session.

12. ADJOURNMENT

LAFCO's next regular meeting is scheduled for Wednesday, March 3, 2021 at 9:00 a.m.

ADDITIONAL NOTICES:

Campaign Contributions

State law (Government Code Section 84308) requires that a LAFCO Commissioner disqualify themselves from voting on an application involving an "entitlement for use" (such as an annexation or sphere amendment) if, within the last twelve months, the Commissioner has received \$250 or more in campaign contributions from an applicant, any financially interested person who actively supports or opposes an application, or an agency (such as an attorney, engineer, or planning consultant) representing an applicant or interested participant. The law also requires any applicant or other participant in a LAFCO proceeding to disclose the amount and name of the recipient Commissioner on the official record of the proceeding.

The Commission prefers that the disclosure be made on a standard form that is filed with the Commission Clerk at least 24 hours before the LAFCO hearing begins. If this is not possible, a written or oral disclosure can be made at the beginning of the hearing. The law also prohibits an applicant or other participant from making a contribution of \$250 or more to a LAFCO Commissioner while a proceeding is pending or for 3 months afterward. Disclosure forms and further information can be obtained from the LAFCO office at Room 318-D, 701 Ocean Street, Santa Cruz CA 95060 (phone 831-454-2055).

Contributions and Expenditures Supporting and Opposing Proposals

Pursuant to Government Code Sections §56100.1, §56300(b), §56700.1, §59009, and §81000 et seq., and Santa Cruz LAFCO's Policies and Procedures for the Disclosures of Contributions and Expenditures in Support of and Opposition to proposals, any person or combination of persons who directly or indirectly contributes a total of \$1,000 or more or expends a total of \$1,000 or more in support of or opposition to a LAFCO Proposal must comply with the disclosure requirements of the Political Reform Act (Section 84250). These requirements contain provisions for making disclosures of contributions and expenditures at specified intervals. Additional information may be obtained at the Santa Cruz County Elections Department, 701 Ocean Street, Room 210, Santa Cruz CA 95060 (phone 831-454-2060).

More information on the scope of the required disclosures is available at the web site of the Fair Political Practices Commission: www.fppc.ca.gov. Questions regarding FPPC material, including FPPC forms, should be directed to the FPPC's advice line at 1-866-ASK-FPPC (1-866-275-3772).

Accommodating People with Disabilities

The Santa Cruz Local Agency Formation Commission does not discriminate on the basis of disability, and no person shall, by reason of a disability, be denied the benefits of its services, programs or activities. The Commission meetings are held in an accessible facility. If you wish to attend this meeting and you will require special assistance in order to participate, please contact the LAFCO office at 831-454-2055 at least 72 hours in advance of the meeting to make arrangements. For TDD service the California State Relay Service 1-800-735-2929 will provide a link between the caller and the LAFCO staff.

Late Agenda Materials

Pursuant to Government Code Section 54957.5 public records that relate to open session agenda items that are distributed to a majority of the Commission less than seventy-two (72) hours prior to the meeting will be available to the public at Santa Cruz LAFCO offices at 701 Ocean Street, #318D Santa Cruz CA 95060 during regular business hours. These records when possible will also be made available on the LAFCO website at www.santacruzlafco.org. To review written materials submitted after the agenda packet is published, contact the Commission Clerk at the LAFCO office or in the meeting room before or after the meeting.



PROCEEDINGS OF THE
LOCAL AGENCY FORMATION COMMISSION
OF SANTA CRUZ COUNTY

Wednesday, January 6, 2021
9:00 a.m.

Meeting Location: Virtual Setting (using Zoom)
Teleconference: 1-877-853-5257

.....

The January 6, 2021 Santa Cruz LAFCO meeting is called to order by declaration of Chairperson Roger Anderson. There are currently 29 public attendees joining this meeting.

ROLL CALL

Present and Voting:	Commissioners Jim Anderson, Coonerty, Cummings, Estrada, Friend, Lather, and Chairperson Roger Anderson
Absent:	None
Alternates Present:	Banks, Brooks, Hunt
Alternates Absent:	None
Staff:	Joe A. Serrano, Executive Officer Daniel H. Zazueta, LAFCO Counsel Debra Means, Commission Clerk Chris Carpenter, Commission Clerk

For the record, there is a quorum.

EXECUTIVE OFFICER'S MESSAGE

Mr. Serrano reports that future meetings will continue to be conducted remotely for the safety of the Commission, staff and the public. All Commissioners will have complete control of their webcams and microphones. The public's webcams and microphones have been disabled but they still have the ability to view and hear the presentations. For anyone who would like to address the Commission, they can either send staff an email where their comments will be read by staff on their behalf, or they can raise their hand on the Zoom platform. For those joining in on a conference call, pressing *9 will raise their hand if they wish to speak. Once staff acknowledges them to speak, they will have up to three minutes to address the Commission on a particular item. Staff will inform them when they have one minute left and when their time is up. Their microphone will again be muted once their time is up. For all items that require Commission action, there will be a roll call vote.

He would also like to introduce the new Commission Clerk, Chris Carpenter, who will be replacing Debra Means when she retires April 30th.

Chris Carpenter says he is honored by everyone's warm welcome. He is excited to be starting a new career path and he thinks he is in excellent hands learning from Ms. Means.

MINUTES

MOTION

Motion: J. Anderson Second: Cummings	To approve November 4th minutes. Motion carries with a unanimous voice vote.
---	---

ORAL COMMUNICATIONS

Becky Steinbruner, an Aptos resident, thanks Mr. Serrano for his organization of the agenda packet.

She is concerned about the Pajaro Valley Water Management Agency's (PVWMA) decision to spend \$1.2 million on supporting water conservation in agricultural areas. 40% of their sustainability plan is conservation. She thinks other water districts should do more for conservation.

She thinks remote locations showing the LAFCO public hearings should be considered since it would benefit the public. There can still be social distancing practiced.

SPECIAL BUSINESS

RESOLUTION OF APPRECIATION FOR COMMISSIONER JOHN LEOPOLD'S DISTINGUISHED PUBLIC SERVICE AND LEADERSHIP

Mr. Serrano appreciates Mr. Leopold as mentor and as a friend. CALAFCO and LAFCO have greatly benefitted from his many years of service.

Paul Novak, the Executive Officer for Los Angeles LAFCO, emailed that Mr. Leopold is one of the finest elected officials that he has known. He will miss his presence but he is hopeful that they will work together in the future.

Pamela Miller, CALAFCO's Executive Director, says on behalf of CALAFCO's Board of Directors, they express their gratitude and appreciation for many years of dedicated service to local government, to Santa Cruz LAFCO and CALAFCO. He made multiple contributions statewide through his leadership. The entire CALAFCO Board adopted and sent a framed Certificate of Appreciation.

Mr. Leopold served on CALAFCO for eight years from 2011 through 2018. He served on the Executive Committee and served as the Board Chair for two years which has only happened one other time throughout CALAFCO's history. He contributed to the testimony before the Little Hoover Commission where they fought for the existence of LAFCOs. He was awarded CALAFCO's Outstanding Member in 2016.

Clerk Means will not be surprised if Mr. Leopold resurfaces in LAFCO to some capacity. He was a valuable Commissioner and will be missed.

Pat McCormick is the former Santa Cruz LAFCO Executive Officer who worked for LAFCO since the 1970s. He worked with many elected officials for decades. Mr. Leopold is assertive for his cause whether it be the County, LAFCO or CALAFCO. He is highly ethical and made an effective contribution to LAFCO.

Commissioner Jim Anderson agrees with everyone's appreciation of Mr. Leopold. He was always passionate about holding his values.

Commissioner Cummings thanks Mr. Leopold for his commitment to serving on LAFCO and for being a helpful mentor when he first started on LAFCO.

Chairperson Roger Anderson thanks Mr. Leopold for his extraordinary service on LAFCO and CALAFCO. His leadership on this Commission helped make progress on solving water, fire, and many other issues. He will miss Mr. Leopold's constructive efforts and outstanding work on this Commission, especially for water policies and public education about the issues. He added humor and was always very well prepared for LAFCO's meetings.

Commissioner Hunt thanks Mr. Leopold for helping him learn more about LAFCO when he became an alternate public member two years ago. John has been very generous with his time on CALAFCO matters as well.

Counsel Zazueta also thanks Mr. Leopold for his public service.

MOTION

Motion: Lather Second: J. Anderson	To approve Resolution No. 2021-01 in appreciation for John Leopold's service on LAFCO. Motion carries with a unanimous voice vote.
---------------------------------------	---

Mr. Leopold thanks everyone for their kind words. He is grateful for the former Executive Officer, Pat McCormick's experience to decipher and reveal Cortese Knox Hertzberg legislation and its history. He also knew much of the history behind why some decisions were made by Santa Cruz LAFCO. That knowledge was very helpful to him.

Chairperson Anderson's invitation to join the CALAFCO Board was intimidating at first. Roger Anderson was the CALAFCO Chair at the time and he pushed Mr. Leopold to apply and was eventually elected. He worked with many elected officials and leaders across the State. He was honored to work with Paul Novak, Lou Ann Texeira, David Church and host of other LAFCO Executive Officers through the Legislative Committee and he appreciated the opportunity.

He enjoyed working with the former Executive Director, Bill Chiat. He is also proud to have worked on the Executive Committee that hired Pamela Miller to take his place when Bill resigned. She has done an incredible job making CALAFCO a more professional and solid organization.

He thinks everyone on Santa Cruz LAFCO are amazing professionals. He was able to connect with people that he would not have normally run across and has made good friends as a result.

He was happy to be part of the committee that hired Joe Serrano because he thinks Mr. Serrano is a great addition to Santa Cruz LAFCO who took over Pat McCormick's position.

He compliments Clerk Means for her competence, her friendliness, and her humor over her many years as Commission Clerk.

He enjoyed working with the CALAFCO Board on the Groundwater Sustainability Act. It was a great accomplishment to end his career with the consolidation of Aptos / La Selva and Central Fire Districts. It was a great win for their community and it shows that LAFCOs can play an important role in improving services.

OTHER BUSINESS

APPOINT CHAIR AND VICE-CHAIR

MOTION

Motion: J. Anderson Second: R. Anderson	To elect Justin Cummings as Chairperson and Rachel Lather as Vice-Chair for 2021. Motion carries with a unanimous voice vote.
--	--

APPOINT NEW PERSONNEL COMMITTEE

MOTION

Motion: J. Anderson Second: R. Anderson	To appoint Justin Cummings and Roger Anderson to the Personnel Committee. Motion carries with a unanimous voice vote.
--	--

FIRE PROTECTION SERVICE AND SPHERE REVIEW – PROPOSED OUTLINE

Mr. Serrano reports that the Commission has identified four service reviews to be completed in 2021. One of them is a countywide analysis on fire protection. The Commission requested that staff provide an outline of this service review to show the relevant topics and factors to be covered. He made a chart that shows the proposed chapters of the upcoming report.

All the local agencies that provide fire protection will be analyzed including cities, special districts, the County, and other entities. These agencies will be evaluated as a whole as well as individually. To produce a detailed report, staff will be sending out a survey to all the local fire agencies. A draft version of the survey is included in the agenda packet.

Ms. Steinbruner requests that the survey that is sent to County Fire have included a requirement that the Santa Cruz County Fire Department Advisory Commission (FDAC) review the survey before it is submitted to LAFCO. That Commission only meets in January and March.

She thinks it is a worthwhile survey and that the boards of the respective fire agencies should also be vetting the responses to their surveys. FDAC is the board of County Service Area 48 (County Fire).

She wonders about Aptos / La Selva FPD or the consolidated version will respond about boundaries and annexation. Her neighborhood, Redwood Drive, Newell Drive and Mesa Grande in Aptos are islands. Currently, they are in the process of reworking the agreement to respond to that area.

She appreciates it that the Insurance Services Office (ISO) rating will be included in the survey. She would also like to see how the various districts handle plan checks for building applications when working with the County or City Planning Department. Locally, it is contracted out and very expensive and does not always seem to be the best level of service.

The question about climate change should maybe be reworded to say, "How do they anticipate climate change will affect their department?"

The issue of volunteer recruitment with County Fire should also be addressed. The last Grand Jury report also mentioned this issue.

Mr. Serrano adds that the survey will be sent out to the local agencies as well as other entities that may be providing fire protection but are not under LAFCO's purview. Whether or not they will provide responses is yet to be determined. LAFCO staff's intent is to get a better idea of how fire protection is being provided in the entire County. He wants to have a detailed story in the service review.

Staff will also be analyzing areas outside the jurisdiction of fire districts. The survey will ask how these areas are being provided fire protection, whether there is a difference in the level of service, and if there are ways to better provide service by annexation or another means.

Plan checks and volunteer recruitment will also be considered in the service review. The intent of this report is not only to fulfill the State mandate, but also to be a resourceful document for this Commission, the affected agencies, and the public.

Any feedback from the general public or the agencies providing the service will be implemented in this report. When the service review is presented in October, he hopes that it will be well-received due to the level of detail. With the Commission's approval, this outline will add value to the report.

Commissioner Jim Anderson says that the previous major fire study this LAFCO did was for South County fire agencies and it was done by a contractor. He asks if this next fire study will be done in-house.

Mr. Serrano answers that he has past experience working on countywide reports specifically for fire protection with two other LAFCOs. He is confident this type of analysis can be done in-house.

MOTION

Motion: J. Anderson Second: Cummings	To approve the proposed outline and process. Motion carries with a unanimous voice vote.
---	---

INDEPENDENT SPECIAL DISTRICT ELECTION PROCESS

Mr. Serrano reports that this May, there will be two vacancies on LAFCO involving the regular and alternate special district seats. Staff has developed a schedule outlining the election process. The first step is to solicit applications from any interested Santa Cruz special district board members. A letter was sent out last month. The deadline for submitting applications is Friday, January 8, 2021.

Afterwards, staff will send out ballots with the qualified applicant's names and is hoping to seat the elected Commissioners no later than June 2021. Both special district Commissioners have applied to renew their service on LAFCO.

FIRE CONSOLIDATION UPDATE – LAFCO PROJECT No. DC 20-02

Mr. Serrano reports that after the Commission's approval of the fire consolidation between Central and Aptos / La Selva FPDs, the Commission directed staff to provide updates on the final stage of the process. After the November meeting, LAFCO completed the Request for Reconsideration proceeding. This allowed anyone to submit new evidence that was not considered to perhaps overturn the Commission's approval. There were no attempts during that 30-day period so that led to the beginning of the Protest Proceedings which is an opportunity for affected registered voters or landowners to submit petitions of opposition to the fire consolidation.

The deadline to submit petitions is today when the Protest Hearing will be conducted after this meeting at 11am. At this time, Once the Protest Hearing is concluded with any final petitions, staff will present a resolution certifying the results. The resolution will be presented to the Commission at February's meeting.

The two fire districts are continuing to work together to address and fulfill the terms and conditions outlined in the LAFCO Resolution that was adopted November 2020. The two districts are working closely with their unions to adopt a new employment agreement prior to this consolidation's completion.

Staff will continue to provide updates until the terms are fulfilled and it is ready to be recorded.

Commissioner Friend asks if any protests were received.

Mr. Serrano answers that zero protests were received from registered voters or landowners at this time.

Commissioner Friend adds that a lot of work has been done over the past several years to make this happen. To show no opposition at this point is a telling sign that everyone has put forth great outreach efforts to make the right decision. He thanks Mr. Serrano for his leadership in these efforts.

Ms. Steinbruner applauds LAFCO and the fire districts for holding an additional town hall meeting last fall. It was well attended so the interest is evident. While there were no protests, there are still some unanswered questions. She is still concerned about the level of service available to the rural dwellers because of the recent fires.

She thinks some conclusions about the consolidation have not been fully analyzed. She would have appreciated more of an environmental review. This consolidation was supposed to have some level of CEQA review. Their focus has been more on the labor unions' disparity. At the last board meeting, the labor union representative for Local 3535 said that the unions want a single contract. She is encouraged by the level of leadership and commitment to the public she has seen from the fire districts. She hopes there will be district-based elections for the consolidated board. She thinks civilians on the board are what is needed besides firefighters.

WRITTEN CORRESPONDENCE

STATE CONTROLLER'S OFFICE – LIST OF INACTIVE DISTRICTS

Mr. Serrano reports that this Commission received a letter from the State Controller's Office indicating that CSA 60 is an inactive district and a mandatory dissolution is required. Staff anticipated this designation so the Commission adopted a zero sphere in their service review last March as a precursor. Staff is scheduled to present this dissolution at the February 3rd meeting.

STATE WATER RESOURCES CONTROL BOARD – SAN LORENZO VALLEY WATER DISTRICT's (SLVWD) SPHERE SUPPORT

Mr. Serrano reports that the State Water Resources Control Board sent a letter to this LAFCO supporting the Commission's recent update to SLVWD's sphere boundary. The sphere update now includes unserved areas and allows the district and/or the residents to pursue annexation if desired.

Ms. Steinbruner is a member of County Service Area (CSA) 33 for Redwood Drive in Aptos and CSA 48 for County Fire. She thinks that some of these CSAs may go inactive because they are having problems. She hopes this Commission will request staff to do a survey on how well the CSA platform is working for their residents.

She believes CSA 33 does not receive any financial reports without asking for them and these reports are often inaccurate. Public Works seems to have a rotating stream of people in charge of these CSAs. The contractors sometimes have problems getting paid by Public Works. She wonders why CSA 60 is going inactive and thinks the Commission should find out why.

There are 24 unserved islands within SLVWD that have been added to the sphere of influence. She asks how this action will affect those unserved islands and whether the property owners will be allowed to drill private wells now that they are within the service area of water district.

Mr. Serrano says that in response to Ms. Steinbruner's comments, the law about inactive districts is fairly new. The State Controller's Office has been developing a list of inactive districts. It is based upon statutory criteria that these agencies can be deemed inactive and lead to dissolutions.

Instead of just developing a report that fulfills a State mandate, this Commission has evolved its reviews to identify best practices and areas of improvement. CSA 60 is a good example of how the Commission identified serious issues about its inactivity for over five years. That information was relayed to the State Controller's Office and they confirmed that it meets the statutory criteria of an inactive district. CSA 60 will be dissolved next month.

For any other CSAs, cities or special districts, the crux of the service reviews is identifying what is working well and what is not. As the Commission follows through on its work program and the CSAs are analyzed, areas of improvement, best practices, and other factors will be identified.

As it stands, there is no change in what happens to the unserved areas now within SLVWD's sphere. Those properties will continue to have access from their current water source. Adding these areas to SLVWD's sphere just allows the district or the residents to pursue annexation if they want.

Chairperson Roger Anderson asks if someone is applying to redrill or drill a new well, he assumes there is some public health process that they would have to go through if it was contaminated. He asks if they would have to connect to SLVWD.

Mr. Serrano thinks that is correct.

Commissioner Jim Anderson remembers that CSA 60 was formed to pay for a bridge to Huckleberry Island. He thinks the owners who live on Huckleberry Island figured out another way to pay for a new bridge since a new bridge currently exists. He does not think any tax revenue was ever collected.

Mr. Serrano adds that there are other examples of special districts or CSAs where they were formed for a purpose, and then time passed and the purpose was no longer needed, which he believes is the case for CSA 60.

PRESS ARTICLES

Mr. Serrano says that one article reflects the passing Sue Groszmann who was Santa Cruz LAFCO's former Commission Clerk.

He congratulates Commissioners Lather and Brooks for being the first Latinas in a leadership role within their respected boards.

Ms. Steinbruner appreciates the links to applicable press articles. She also appreciates the supportive action Mr. Serrano has been taking towards the fire consolidation. She hopes the Grand Jury does a report on water districts in the County researching how they work, interact and how they could be improved.

COMMISSIONERS' BUSINESS

Chairperson Roger Anderson says 2020 has been an interesting year chairing LAFCO meetings with the conversion of in person meetings in the Supervisors Chambers to online Zoom meetings. He congratulates Commissioners Cummings and Lather for chairing and vice-chairing LAFCO in 2021.

ADJOURNMENT

The next LAFCO meeting is scheduled for 9:00 a.m. Wednesday, February 3, 2021.

CHAIRPERSON JUSTIN CUMMINGS

Attest:

Joe A. Serrano, Executive Officer



Santa Cruz Local Agency Formation Commission

Date: February 3, 2021
To: LAFCO Commissioners
From: Joe Serrano, Executive Officer
Subject: **"Central & Aptos/La Selva Fire Consolidation" – Protest Results**

SUMMARY OF RECOMMENDATION

The Commission approved a consolidation between Central and Aptos/La Selva Fire Protection Districts in November 2020. State law requires the commencement of two post-action proceedings: Request for Reconsideration Period and the Protest Period. The request for reconsideration period ended on December 4, 2020 without any submittals. A protest hearing was held on January 6, 2021 which ended the protest period and no petitions of opposition were gathered. Today, the Commission will ratify the protest results.

It is recommended that the Commission adopt the protest hearing minutes and draft Resolution (No. 2021-02) approving the protest results for the Central & Aptos/La Selva Fire Consolidation.

EXECUTIVE OFFICER'S REPORT

Pursuant to Government Code Section 57000, when the Commission adopts a resolution making determinations regarding a change of organization, affected residents within the proposal area have an opportunity to voice their opposition during a protest period. The protest proceeding occurred from December 4 to January 6. A protest hearing was held on January 6 at 11am to receive any final petitions. **Attachment 1** provides a copy of the draft action minutes taken during the protest hearing. LAFCO received no petitions from landowners or registered voters during the 30-day protest period. The attached resolution certifies the results of this proceeding (refer to **Attachment 2**).

The consolidation will be recorded once LAFCO staff determines that all terms and conditions outlined in the November 2020 LAFCO resolution are fulfilled.

Respectfully Submitted,

A blue ink signature of Joe A. Serrano is written over the "Respectfully Submitted," text. The signature is stylized and cursive.

Joe A. Serrano
Executive Officer

Attachments:

1. Draft Action Minutes (Protest Hearing)
2. Draft Resolution No. 2021-02



LOCAL AGENCY FORMATION COMMISSION
OF SANTA CRUZ COUNTY

DRAFT ACTION MINUTES
PROTEST HEARING FOR THE PROPOSED
“CENTRAL & APTOS/LA SELVA FIRE CONSOLIDATION
(LAFCO PROJECT NO. DC 20-02)

Date: Wednesday, January 6, 2021
Time: 11:00 a.m.

Location: Virtual Setting (Zoom Webinar)
Teleconference: 877-853-5257

The January 6, 2021 Protest Hearing is called to order by declaration of Joe Serrano, LAFCO Executive Officer. There were 35 public attendees joining this meeting.

CALL THE MEETING TO ORDER

Joe Serrano welcomed everyone for attending the protest hearing. The hearing is being conducted by LAFCO staff in accordance with the Commission’s Protest Hearing Policy.

PUBLIC COMMENT

Joe Serrano opened the floor for public comments.

Becky Steinbruner indicated that she had difficulty locating the connection steps to attend the protest hearing. She noted that she supports the consolidation and encourages the affected fire districts to further evaluate various factors, including but not limited to the level of service, cost of service, and governance for the new fire district (successor agency). She also expressed appreciation towards the scheduled transition from at-large to district-based elections for future elections involving the successor agency’s board.

SUMMARIZATION OF LAFCO RESOLUTION NO. 2020-30

Mr. Serrano reviewed the terms and conditions outlined in the resolution approving the fire consolidation. This resolution was adopted by the Commission on November 4, 2020 and will be recorded once all the terms and conditions are fulfilled.

ORAL OR WRITTEN PROTESTS, OBJECTIONS, OR EVIDENCE

Mr. Serrano indicated that one of the conditions in the adopted resolution was to conduct a protest proceeding which would allow affected registered voters and landowners to voice their opposition towards the fire consolidation. If LAFCO receives less than 25% in opposition, then the approval of the consolidation moves forward. If LAFCO receives between 25% to 50% in opposition, then the consolidation requires a special election. If LAFCO receives more than 50% in opposition, then the consolidation is terminated.

Protest petition thresholds are based on the number of registered voters and the total assessed land value within the consolidated area.

Mr. Serrano opened the floor for any oral or written protests. He indicated that no opposition was raised.

DETERMINATION OF THE VALUE OF WRITTEN PROTESTS

Mr. Serrano informed the attendees that a total of zero petitions were received from registered voters or landowners. Based on this turnout, the consolidation will move forward. He emphasized that this outcome is attributed to outreach efforts from Central and Aptos/La Selva Fire Protection Districts as well as the coordination between the boards, staff, union representatives, and its community members over the years.

Mr. Serrano opened the floor one last time to ensure that everyone attending had an opportunity to address the fire consolidation effort. A resident from the Aptos/La Selva area wondered whether the level of service would negatively change due to the consolidation. Mr. Serrano reassured the resident that, in accordance with state law and the Commission's Policy, the level of service will not change as a result of the consolidation. The consolidation is anticipated to improve the level of service. The identity of the communities within the consolidated area will remain strong because the firefighters, staff, and fire stations from both fire districts (Central and Aptos/La Selva Fire) will remain in place.

ADJOURNMENT

The next LAFCO meeting is scheduled for 9:00 a.m. Wednesday, February 3, 2021.

CHAIRPERSON JUSTIN CUMMINGS

Attest:

Joe A. Serrano, Executive Officer

LOCAL AGENCY FORMATION COMMISSION OF SANTA CRUZ COUNTY
RESOLUTION NO. 2021-02

On the motion of Commissioner
duly seconded by Commissioner
the following resolution is adopted:

RESOLUTION OF THE LOCAL AGENCY FORMATION COMMISSION,
ACTING AS THE CONDUCTING AUTHORITY, MAKING DETERMINATIONS
ON THE VALUE OF WRITTEN PROTEST FOR THE TERRITORY DESIGNATED AS
THE "CENTRAL AND APTOS/LA SELVA FIRE CONSOLIDATION"
(LAFCO PROJECT NO. DC 20-02)

WHEREAS, on November 4, 2020, the Local Agency Formation Commission of Santa Cruz County ("LAFCO" or "Commission") held a public hearing to consider a joint application by the Central Fire Protection District and Aptos/La Selva Fire Protection District (collectively, "fire districts" or "applicants") for a consolidation in the County of Santa Cruz ("County") in accordance with the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code Section 56000 et seq.); and

WHEREAS, after conducting a public hearing and considering all evidence, both written and oral, LAFCO adopted Resolution No. 2020-30, approving the consolidation; and

WHEREAS, a 30-day request for reconsideration period was held during November 5 to December 4, 2020 in accordance with Government Code Section 56895. LAFCO did not receive any requests to reconsider the Commission's approval during this period; and

WHEREAS, on December 1, 2020, LAFCO provided notice of the protest proceeding in accordance with Government Code Section 57025 and held during December 4, 2020 to January 6, 2021; and

WHEREAS, on January 6, 2021, LAFCO acting as the conducting authority, held a protest hearing to receive and consider any written protests filed.

NOW, THEREFORE, the Local Agency Formation Commission of Santa Cruz County does HEREBY RESOLVE, DETERMINE, AND ORDER as follows:

Section 1. Valid written protests to the consolidation in accordance with Government Code Section 57075(a)(2)(A) and (B) were not filed. Therefore, an election is not required.

Section 2. A majority written protest to the consolidation in accordance with Government Code Section 57078 was not filed. In total, LAFCO received zero petitions from registered voter or landowners during the protest period.

Section 3. The consolidation, covering approximately 55 square miles, is approved.

Section 4. The boundaries of the consolidation are shown on Exhibit A.

Section 5. This action is taken pursuant to division 3, title 5 (commencing with Government Code Section 56000), known as the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000.

Section 6. The terms and conditions of the consolidation are set forth in LAFCO Resolution 2020-30, and incorporated by reference.

Section 7. The reasons for the consolidation are those set forth in the analysis included in LAFCO's staff report which was presented during the November 4, 2020 Commission Meeting, hereby incorporated by reference.

PASSED AND ADOPTED by the Local Agency Formation Commission of Santa Cruz County this 3rd day of February 2021.

AYES:

NOES:

ABSENT:

—

JUSTIN CUMMINGS, CHAIRPERSON

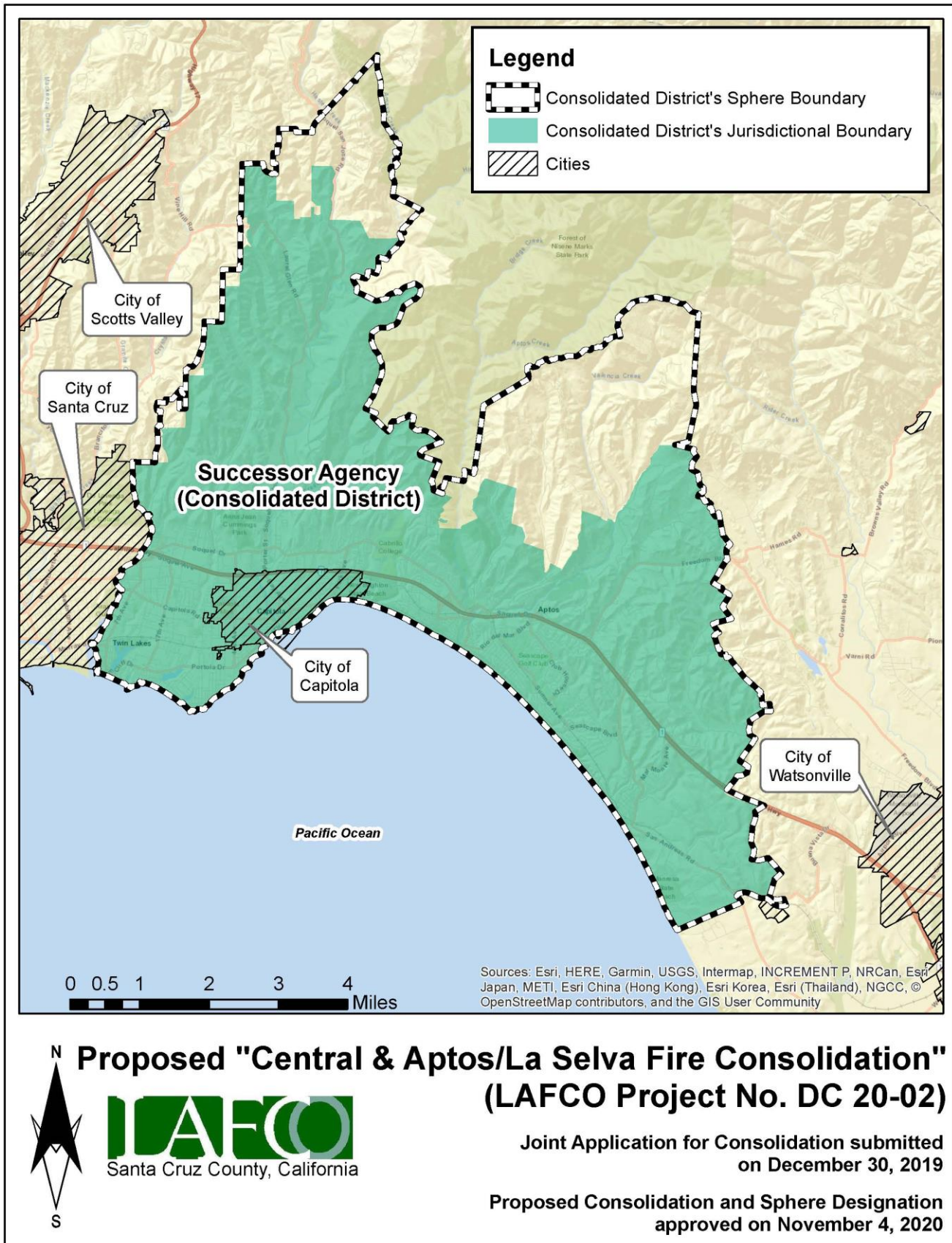
Attest:

Approved as to form:

Joe A. Serrano
Executive Officer

Daniel H. Zazueta
LAFCO Counsel

EXHIBIT A: VICINITY MAP





Santa Cruz Local Agency Formation Commission

Date: February 3, 2021
To: LAFCO Commissioners
From: Joe Serrano, Executive Officer
Subject: **“Blakeridge Lane/Blake Avenue Extraterritorial Service Agreement”
with the City of Watsonville (LAFCO Project No. ESA 20-33)**

SUMMARY OF RECOMMENDATION

LAFCO has received an application from a landowner requesting an extraterritorial service agreement involving the City of Watsonville. The proposed agreement would allow the City to provide water service to a single parcel.

Staff is recommending that the Commission adopt the draft Resolution (No. 2021-03) approving the extraterritorial service agreement involving the City of Watsonville.

EXECUTIVE OFFICER'S REPORT:

In November, a landowner submitted an application to receive an extraterritorial service agreement between the City of Watsonville and a single parcel (APN: 108-291-11) in order to provide water service to a future single-family residence. The proposal area is currently located outside Watsonville's jurisdictional and sphere boundaries. **Attachment 1** provides a map of the agency's current boundaries in relation to the location of the proposal area. Approval of the extraterritorial service request would allow the City to provide water service from a nearby water line and maintain consistency in water provisions with surrounding neighbors.

Watsonville's Water Service Area

While the proposal area is outside City limits, the subject parcel is within the City's Water Service Area. Historically, the water service area has been, and continues to be, larger than the City limits. The water system originated in 1877 when water was piped from the Corralitos area to a reservoir on Whiskey Hill (now Freedom Reservoir on Freedom Boulevard). The water system served the small community of Watsonville under the name of the Watsonville Water and Light Company until the City acquired it in 1927. Today, the City's regional water system has about 200 miles of pipeline and delivers water to approximately 66,000 customers with over 14,000 connections.

State Law

In accordance with State law, a city or district may provide new or extended services by contract or agreement outside its jurisdictional boundary only if it first requests and receives written approval from the Commission (Government Code Section 56133). An application with a supporting Will-Serve Letter was submitted to LAFCO on November 30, 2020.

Commission Policy

In 2011, the Commission adopted the Extraterritorial Services Policy which outlined regulations for agencies to provide services outside their service and/or sphere boundaries. This policy was updated on June 3, 2020 (**Attachment 2**). Under this policy, the Commission limits approval of extraterritorial service agreements if the following three specific circumstances occur:

a) Facilities are already in place.

The City provides water services to properties directly adjacent to the proposal area. The proposal area is already within the City's water service area.

b) Annexation would not be practical.

The proposal area is approximately 3.5 miles away from Watsonville's city limits.

c) Cortese-Knox-Hertzberg Act Requirements.

The proposed extraterritorial service agreement meets the statutory criteria outlined in LAFCO law, pursuant to Government Code Section 56133.

Pursuant to the Commission's policy, individual requests for extraterritorial service shall be filed with the Executive Officer on a prescribed application form. The applicant is responsible for paying the costs of processing the application as specified in the Commission's Schedule of Fees and Deposits. An application and fee deposit of \$950 was submitted to LAFCO on November 30, 2020.

Application Packet

In accordance with LAFCO law and the Commission's adopted policy, this type of application requires several documents. The following section summarizes these items:

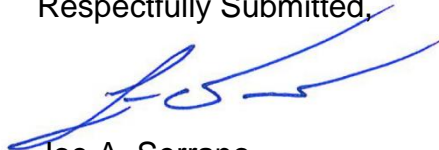
- 1) Application Form** – Commission Policy requires a signed extraterritorial service agreement form. A signed application was submitted on November 30.
- 2) Consent Letter** – Commission Policy requires documentation showing consent from the affected property owner as part of the application. The property owner of APN: 108-291-11 submitted a consent letter on November 30.
- 3) Will-Serve Letter** – Government Code Section 56133 requires documentation from the affected agency indicating support and capacity to provide the requested service. The City of Watsonville submitted a letter on October 21. (**Attachment 3**).
- 4) Notification to Alternative Service Provider** – Government Code Section 56133(c) requires the Commission to notify any alternative service provider that has filed a map and a statement of its service capabilities with the Commission. LAFCO staff has determined that there are no alternative service providers nearby for water service. However, a public notice was advertised in the Sentinel on January 13, 2021, as shown in **Attachment 4**.
- 5) Environmental Document** – Commission Policy indicates that proposals warranting environmental regulations are subject to the applicable provisions of the California Environmental Quality Act (CEQA). LAFCO, as the Lead Agency, recorded a Notice of Exemption on January 7, 2021 pursuant to CEQA Guidelines Section 15303(d), "New Construction or Conversion of Small Structures," because the proposal area will connect to a public agency's existing water infrastructure (**Attachment 5**).

- 6) **Indemnification Agreement** – Commission Policy requires a signed indemnification agreement in the event that a lawsuit is filed against LAFCO's action. A signed indemnification agreement was submitted on November 30 (**Attachment 6**).
- 7) **Fee Deposit** – Commission Policy requires a fee deposit of \$950 for any proposed extraterritorial service request. A deposit was included with the application packet. Following the completion of the LAFCO process, staff will conduct a cost analysis and refund any remaining funds, if available.

Conclusion

LAFCO typically encourages boundary changes, such as annexations, when there is a request for municipal services. In some cases, annexations are not practical. LAFCO staff evaluated this application and confirmed that the proposed extraterritorial service agreement meets all the requirements under State law and the Commission's adopted policy. The terms and conditions outlined in the draft resolution ensure that the proposal area may now have the opportunity to connect to a reliable water source (refer to **Attachment 7**). LAFCO legal counsel has also reviewed the draft resolution with the proposed terms and conditions. Therefore, staff is recommending that the Commission approve the attached resolution.

Respectfully Submitted,

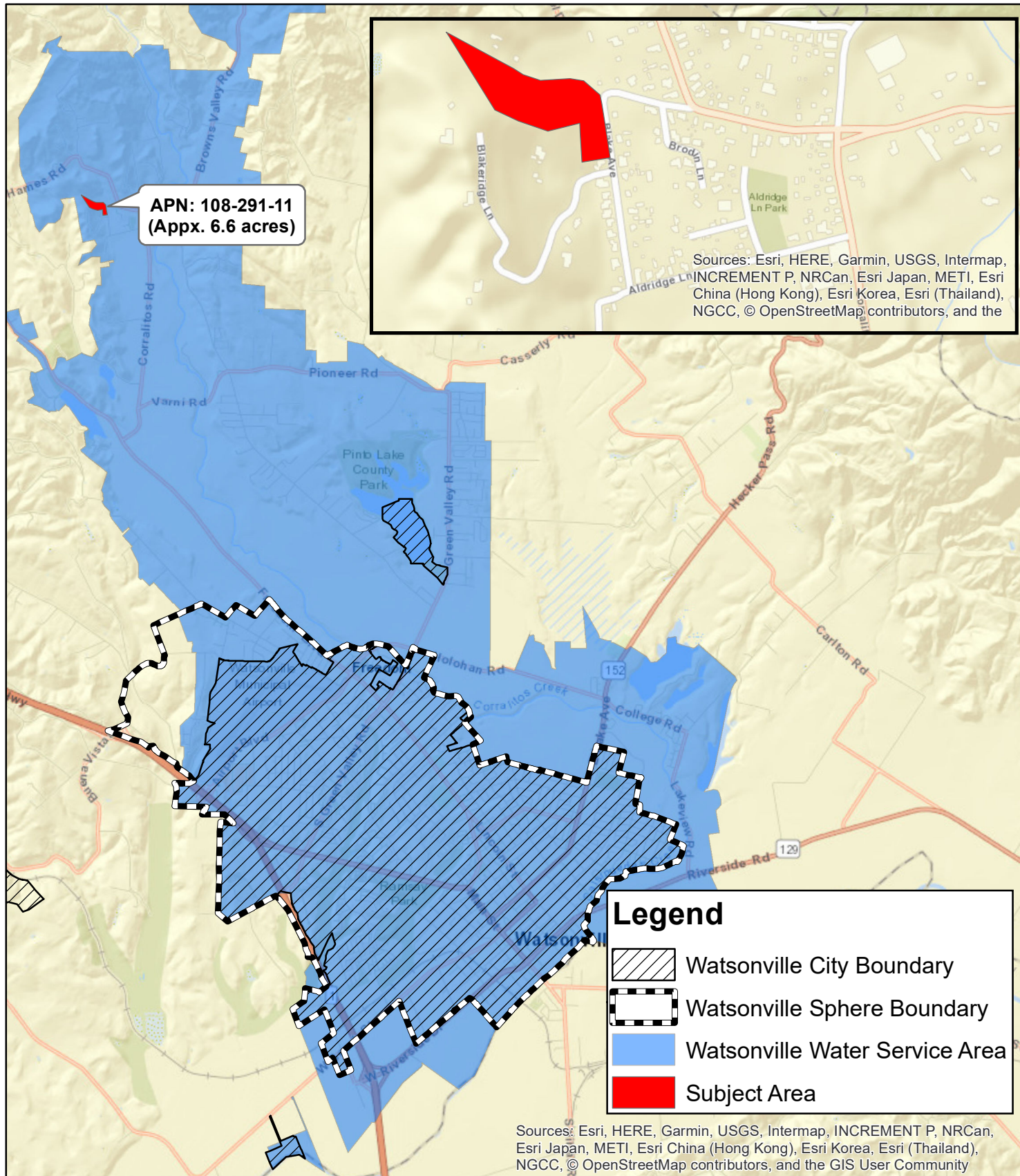


Joe A. Serrano
Executive Officer

Attachments:

1. Proposal Area Map
2. Extraterritorial Services Policy
3. City Will-Serve Letter
4. Notice of Public Hearing
5. Notice of Exemption
6. Indemnification Agreement
7. Draft Resolution No. 2021-03

cc: Lisa Burgstrom (Property Owner; APN: 108-291-11)
Christopher Gregorio, City of Watsonville



"Blakeridge Lane/Blake Avenue Extraterritorial Service Agreement" with the City of Watsonville (LAFCO Project No. ESA 20-33)



LOCAL AGENCY FORMATION COMMISSION OF SANTA CRUZ COUNTY

EXTRATERRITORIAL SERVICES POLICY

Adopted on June 9, 1994 (Resolution No.97-W)

Amended on February 8, 2007 (Resolution No. 2007-1)

Previous Revision February 2, 2011 (Resolution No. 2011-1)

Last Revision on June 3, 2020 (Resolution No. 2020-15)

1. OVERVIEW

The purpose of this policy is to explain to the public, cities, and districts the procedures by which the Commission will review requests to authorize a city or district in Santa Cruz County to provide one or more services outside its jurisdictional limits pursuant to Government Code Section 56133.

2. COMMISSION APPROVAL REQUIRED FOR NEW OR EXTENDED SERVICES

Except for the specific situations exempted by Government Code Section 56133, a city or district shall not provide new or extended services to any party outside its jurisdictional boundaries unless it has obtained written approval from the Local Agency Formation Commission of Santa Cruz County ("LAFCO").

3. LIST OF PRE-EXISTING SERVICES

In 1994, the Executive Officer originally asked each city and district to provide a list or map of parcels receiving extraterritorial service under Government Code Section 56133. The Executive Officer subsequently presented a report on these extraterritorial services with the Commission. As a regular practice, a list of all approved extraterritorial service agreements are presented to the Commission on an annual basis.

4. AREAWIDE APPROVALS

Upon the initiative of either a public agency or the Commission, the Commission shall consider an areawide approval as a regularly agendaized item and may grant approval for subsequent services to be provided by a city or district within a mapped area as specified by the Commission. The approval may include conditions. The Commission shall specify a time period not greater than ten years for which the areawide approval shall be valid. The Commission may, upon its own initiative or at the request of a public agency, renew with or without amendments, an areawide approval for a period not to exceed ten years.

Before granting an areawide approval, the Commission shall determine that the city or district is able to provide the service in a manner that does not negatively affect the services provided within the agency's boundaries and sphere of influence, and in a manner that does not negatively affect the resources in the area. Also, before granting an areawide approval, the Commission shall determine that the approval is consistent with the requirements of law and LAFCO policies.

5. INDIVIDUAL REQUESTS

Individual requests for extraterritorial service shall be filed with the Executive Officer on a prescribed application form. The applicant shall pay the costs of processing the application as specified in the Commission's Schedule of Fees and Deposits. The application deposit regarding the request for extraterritorial service is \$950. Deposit amount may be subsequently changed in future revisions of the Schedule of Fees and Deposits.

The Executive Officer shall not file the application unless the affected public agency has submitted a written endorsement indicating its willingness to provide the service if the Commission approves the request. The Commission shall consider the request after it has been placed on an agenda of a Commission meeting.

6. ENVIRONMENTAL REVIEW

All matters that are reviewable pursuant to these regulations are subject to the applicable provisions of the California Environmental Quality Act.

7. COMMISSION ACTION

The Executive Officer shall prepare a report and place the request for extraterritorial service on the Commission's agenda. The Commission shall provide an opportunity for any interested individual or party to address it. The Commission may call a subsequent public hearing in order to receive additional public testimony before acting upon a request. The Commission acts on the request by majority vote. Subsequently, the Executive Officer shall notify the applicant in writing of the Commission's action. If the Commission denies a request, a similar application cannot be re-filed for one year unless the Commission grants an exception to this rule.

8. DELIVERY OF MUNICIPAL SERVICES

The Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 and this Commission's adopted policies encourages smart growth and relies on the appropriate governance options to ensure the effective and efficient delivery of municipal services. Therefore, the Commission intends to reinforce that the standard manner in which services will be extended is by annexation (and sphere of influence amendment, if necessary). The Commission shall limit its extraterritorial service authorizations to public health emergencies and circumstances where:

- a) Facilities are already in place, and
- b) Annexation would not be practical, and
- c) Extraterritorial service is determined by the Commission to be consistent with the policies adopted in and pursuant to the Cortese-Knox-Hertzberg Act.

When the Commission authorizes the emergency provision of municipal services via extraterritorial service outside an agency's boundaries, and annexation is practical, the Commission will require annexation to be completed within two years.

9. WATER PROVISIONS

LAFCO recognizes that the water resources of Santa Cruz County are limited, and the Commission's objective is to ensure that its decisions relating to water do not lead to adverse impacts on the natural resources of Santa Cruz County. In reviewing extraterritorial service applications, LAFCO shall be guided by the potential impacts of the proposal on water resources and will consider the efforts of the water agencies and land use agencies to maintain stream and river flows, promote high water quality of surface waters and groundwater, and reduce groundwater overdraft.

A water policy has also been adopted by this Commission and should be reviewed before submitting any application for potential service delivery, including annexations or requests for extraterritorial services.



City of Watsonville

"A Community of Opportunities"

October 21, 2020

Lisa J. Burgstrom, Trustee
525 Blakeridge Lane
Watsonville, CA 95076

SUBJECT: WATER SERVICE FOR (APN 108-291-11)

Dear Ms. Burgstrom:

This letter is to inform you that under the current City of Watsonville City Council water policy in compliance with Government Code Section 56133(a), City water service may be provided to (APN 108-291-11). This approval is granted based on current City Council policy, which permits provision of new City water service on an unincorporated county parcel, which fronts a water main on county urban designated property, provided the following conditions are met:

1. Complete and submit a water service application to the City of Watsonville.
2. A building permit and a valid address have been issued for a residence by the County of Santa Cruz.
3. Submit plans for the new water service to the city for review. An engineering construction permit shall be obtained from the City of Watsonville to a contractor meeting the qualification standards set by the city.
4. Pay applicable fees to the City of Watsonville (Permit fee, meter drop-in, connection fee, groundwater impact fee).
5. Local Agency Formation Commission of Santa Cruz County has issued an Extraterritorial Service Permit for the new utility service and an acceptable utility easement is submitted to the City of Watsonville.

This letter is not a guarantee of water availability. The provision of water service district wide is determined by the City Council of the City of Watsonville. Please contact me at (831) 768-3071 if you have any questions.

Sincerely,

Christopher Gregorio
Assistant Engineer
Community Development Department



NOTICE OF PUBLIC HEARING LOCAL AGENCY FORMATION COMMISSION

NOTICE IS HEREBY GIVEN that at 9:00 a.m., Wednesday, February 3, 2021, the Local Agency Formation Commission of Santa Cruz County (LAFCO) will hold public hearings on the following:

- **“Central & Aptos/La Selva Fire Consolidation” (LAFCO Project No. DC 20-02):** Consideration of the protest results following the completion of a protest hearing held on January 6, 2021. The protest hearing was part of the consolidation process following the approval of the fire consolidation on November 4, 2020.
- **“Blakeridge Lane/Blake Avenue Extraterritorial Service Agreement” with the City of Watsonville (LAFCO Project No. ESA 20-33):** Consideration of an extraterritorial service agreement request for a single parcel to receive water services by the City of Watsonville. In compliance with the California Environmental Quality Act (CEQA), LAFCO staff has prepared a Categorical Exemption for this proposal.
- **“County Service Area 60 Dissolution” (LAFCO Project No. DDI 21-02) –** Consideration of a dissolution involving CSA 60 (Huckleberry Island) in accordance with Government Code Section 56036. State law requires mandatory dissolutions of inactive special districts, such as CSA 60. In compliance with the California Environmental Quality Act (CEQA), LAFCO staff has prepared a Categorical Exemption for this proposal.

Due to COVID-19, this meeting will be conducted as a teleconference pursuant to the provisions of the Governor’s Executive Orders N-25-20 and N-29-20, which suspend certain requirements of the Ralph M. Brown Act. Members of the public are encouraged to observe the shelter-in-place order and participate remotely. Instructions to participate remotely are available in the Agenda and Agenda Packet on the LAFCO website (www.santacruzlafco.org).

During the meeting, the Commission will consider oral or written comments from any interested person. Maps, written reports, environmental review documents and further information can be obtained by contacting LAFCO’s staff at (831) 454-2055 or from LAFCO’s website at www.santacruzlafco.org. LAFCO does not discriminate on the basis of disability, and no person shall, by reason of a disability, be denied the benefits of its services, programs or activities. If you wish to attend this meeting and you will require special assistance in order to participate, please contact the LAFCO office at least 48 hours in advance of the meeting to make arrangements.

Joe A. Serrano
Executive Officer
Date: January 13, 2021

Notice of Exemption

To: ☐ Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento CA 95814

From: (Public Agency)
Santa Cruz Local Agency Formation Commission
701 Ocean Street, Room 318-D
Santa Cruz CA 95060

To: ☒ Clerk of the Board
County of Santa Cruz
701 Ocean Street, Room 500
Santa Cruz CA 95060

Project Title: "Blakeridge Lane/Blake Avenue Extraterritorial Service Agreement" (ESA 20-33)

Project Location: The subject area is outside the City of Watsonville's jurisdictional and sphere boundaries, but within the City's water service area. The subject area is north of White Road, east of Freedom Boulevard, west of Corralitos Road, and south of Hames Road. Attached is a vicinity map of the subject area (refer to **Attachment A**).

Project Location City: Watsonville **Project Location County:** Santa Cruz

Description of Nature, Purpose, and Beneficiaries of Project: The proposal was initiated by landowner petition. The subject area includes one (1) parcel, totaling 6.6 acres. The single parcel is owned by Lisa Burgstrom. The purpose of the application is to allow the connection into the City of Watsonville's water system. An existing water line is adjacent to the subject area.

Name of Public Agency Approving Project: Local Agency Formation Commission of Santa Cruz County ("Santa Cruz LAFCO"). A public hearing on this proposal is scheduled for 9:00 a.m. on February 3, 2021. Additional information on the upcoming meeting is available on the LAFCO website.

Name of Person or Agency Carrying Out Project: Santa Cruz LAFCO


Exempt Status: (check one)

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
☐ Emergency Project (Sec. 21080(b)(4); 15269 (b)(c));
☒ Categorical Exemption: State type and section number
☐ Statutory Exemptions: State code number
☐ Other: The activity is not a project subject to CEQA.

Reason Why Project is Exempt: Pursuant to CEQA Guidelines Section 15303, New Construction or Conversion of Small Structures: Class 3 consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. The numbers of structures described in this section are the maximum allowable on any legal parcel. Examples of this exemption include, but are not limited to: water main, sewage, electrical, gas, and other utility extensions, including street improvements, of reasonable length to serve such construction.

Lead Agency Contact Person: Joe A. Serrano

Area Code/Phone Extension: 831-454-2055.

Signature: 
Joe A. Serrano, Executive Officer

Date: January 7, 2021

☒ Signed by Lead Agency

Local Agency Formation Commission of Santa Cruz County
 Governmental Center
 701 Ocean St. #318 D
 Santa Cruz CA 95060



PROJECT NUMBER: ESA 20-33

TITLE: Blakeridge Lane/Blake Avenue Extraterritorial Service Agreement

INDEMNIFICATION AND DEFENSE

The undersigned applicant for the above-referenced application ("Applicant"), as a condition of submission of this application, approval of the application and any subsequent amendment of the approval which is requested by the Applicant, hereby agrees to defend, using counsel reasonably acceptable to the LOCAL AGENCY FORMATION COMMISSION, indemnify, and hold harmless the LOCAL AGENCY FORMATION COMMISSION, its officers, employees, and agents, from and against any claim, demand, damages, costs or liability of any kind (including attorneys' fees) against the LOCAL AGENCY FORMATION COMMISSION arising from or relating to this application or any approval or subsequent amendment to the approval thereof, subject to the conditions set forth below.

A) Notification and Cooperation

- 1) The LOCAL AGENCY FORMATION COMMISSION shall notify the Applicant of any claim, action, or proceeding against which the LOCAL AGENCY FORMATION COMMISSION seeks to be defended, indemnified, or held harmless.
- 2) The LOCAL AGENCY FORMATION COMMISSION shall reasonably cooperate in such defense.

B) Fees and Costs:

Nothing contained herein shall prohibit the LOCAL AGENCY FORMATION COMMISSION from participating in the defense of any claim, action, or proceeding if either of the following occur:

- 1) The LOCAL AGENCY FORMATION COMMISSION bears its own attorneys' fees and costs;
- OR
- 2) The LOCAL AGENCY FORMATION COMMISSION and the Applicant agree in writing to the Applicant paying part or all of the Commission's attorneys' fees and costs.

C) Settlement:

- 1) When representing the LOCAL AGENCY FORMATION COMMISSION, the Applicant shall not enter into any stipulation or settlement modifying or affecting the interpretation or validity of any of the terms or conditions of the approval without the prior written consent of the LOCAL AGENCY FORMATION COMMISSION.

D) Successors Bound:

The obligations of the Applicant under this Indemnity and Defense agreement are specifically associated with and shall run with the land that is the subject of the application and/or approval and shall be binding upon the applicant and the successor(s) in interest, transferee(s), and assign(s) of the applicant in the land.

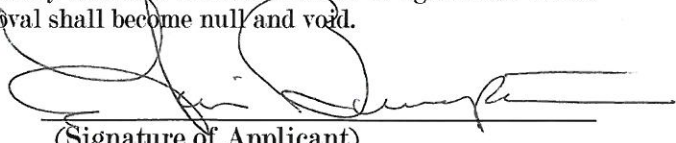
E) Recordation:

At any time after submission of the application, the LOCAL AGENCY FORMATION COMMISSION may, at its sole option, record in the office of the Santa Cruz County Recorder a memorandum of agreement which incorporates the provisions of this condition, or this approval shall become null and void.


 (Signature of LAFCO Executive Officer)

Joe A. Serrano
 (Printed Name)

November 30, 2020
 (Date)


 (Signature of Applicant)

Lisa Burgstrom
 (Printed Name)

November 30, 2020
 (Date)

LOCAL AGENCY FORMATION COMMISSION OF SANTA CRUZ COUNTY
RESOLUTION NO. 2021-03

On the motion of Commissioner
duly seconded by Commissioner
the following resolution is adopted:

RESOLUTION OF THE LOCAL AGENCY FORMATION COMMISSION
APPROVING THE BLAKERIDGE LANE/BLAKE AVENUE
EXTRATERRITORIAL SERVICE AGREEMENT WITH THE CITY OF WATSONVILLE
(LAFCO PROJECT NO. ESA 20-33)

WHEREAS, an application for an extraterritorial service agreement involving a single parcel (APN 108-291-11) (the “proposal”) was submitted and accepted for filing by the Executive Officer of this Local Agency Formation Commission (“LAFCO” or “Commission”); and

WHEREAS, the proposal area is outside the City of Watsonville’s (“City”) jurisdictional and sphere of influence boundaries and is located north of Aldridge Lane, east of Freedom Boulevard, south of Hames Road, and west of Corralitos Road, as shown in Exhibit A; and

WHEREAS, in accordance with Government Code Section 56133, a city or district may provide new or extended services by contract or agreement outside its jurisdictional boundary only if it first requests and receives written approval from the Commission; and

WHEREAS, the City determined that it has adequate water supply and capacity to provide services to the single parcel, which is currently located within the City’s water service area; and

WHEREAS, the Executive Officer determined there are no alternate service providers of water service near the subject territory; and

WHEREAS, the Executive Officer, pursuant to Government Code Section 56133 and the Commission’s Extraterritorial Services Policy, determined that the proposal met the statutory requirements and set February 3, 2021, as the hearing date on this proposal and provided public notice as required by law; and

WHEREAS, the Executive Officer, pursuant to Government Code Section 56665, has reviewed this proposal and prepared a report, including recommendations thereon, and has furnished a copy of this report to each person entitled to a copy; and

WHEREAS, this Commission, on February 3, 2021, heard from interested parties and considered the proposal and the report of the Executive Officer, and considered the factors determined by the Commission to be relevant to this proposal.

NOW, THEREFORE, the Local Agency Formation Commission of Santa Cruz County does HEREBY RESOLVE, DETERMINE, AND ORDER as follows:

Section 1. The foregoing recitals are true and correct.

Section 2. Compliance with the California Environmental Quality Act (CEQA) has been met by a categorical exemption pursuant to State CEQA Guidelines Section 15303, "New Construction or Conversion of Small Structures," because the property will receive adequate water supply from an existing water line maintained by the City of Watsonville. The Commission, as a lead agency, recorded a Notice of Exemption on January 7, 2021.

Section 3. The Commission considered the requirements set forth for extraterritorial services in the Cortese-Knox-Hertzberg Act, Government Code Section 56133, and found the proposal to be consistent with those requirements as outlined below:

- a) Services by Contract Outside City Boundaries: Government Code Section 56133(a) allows a city to provide new or extended services by contract or agreement outside its jurisdictional boundary only if it first requests and receives written approval from LAFCO. An application was submitted to LAFCO on November 30, 2020.

Section 4. The Commission determined that the proposal is consistent with the Policies and Procedures Relating to Extraterritorial Services as outlined below:

- a) Agency Endorsement: The Executive Officer shall not file the application unless the affected public agency has submitted a written endorsement indicating its willingness to provide the service if the Commission approves the request. The City of Watsonville submitted a Will-Serve Letter expressing support on October 21, 2020, as shown in Exhibit B.
- b) Fee Deposit: The applicant shall pay the costs of processing the application as specified in the Commission's Schedule of Fees and Deposits. The landowner, as the applicant, submitted a fee deposit of \$950 as part of the application packet.
- c) Commission Hearing: The Commission shall consider the request after it has been placed on an agenda of a Commission meeting. After deeming the proposal complete, the Executive Officer advertised the proposal in the Santa Cruz Sentinel newspaper on January 13, 2021, and scheduled the proposal for Commission consideration on February 3, 2021.

Section 5. The Commission determined that the proposal is outside the City's jurisdictional and sphere boundaries but within the City's existing water service area. The water service area is currently larger than the City limits and has a service population of approximately 66,000. The proposal area is located within the City's water service area.

Section 6. The applicant shall agree, as a condition of the approval of the application for an extraterritorial service agreement, to be bound by the LAFCO Indemnification and Defense Form signed on November 30, 2020.

Section 7. The Certificate of Completion for the extraterritorial service agreement shall not be issued until all terms and conditions are met.

Section 8. The proposed extraterritorial service agreement shall be effective as of the date of recordation of the Certificate of Completion.

Section 9. The Commission shall approve, disapprove, or approve with conditions the extended services. If the new or extended services are disapproved or approved with conditions, the applicant may request reconsideration, citing the reasons for reconsideration. If the Commission denies a request, a similar application cannot be re-filed for one year unless the Commission grants an exception to this rule.

Section 10. The Executive Officer is hereby authorized and directed to mail certified copies of this resolution in the manner and as provided in Government Code Section 56882.

PASSED AND ADOPTED by the Local Agency Formation Commission of Santa Cruz County this 3rd day of February 2021.

AYES:

NOES:

ABSENT:

JUSTIN CUMMINGS, CHAIRPERSON

Attest:

Joe A. Serrano
Executive Officer

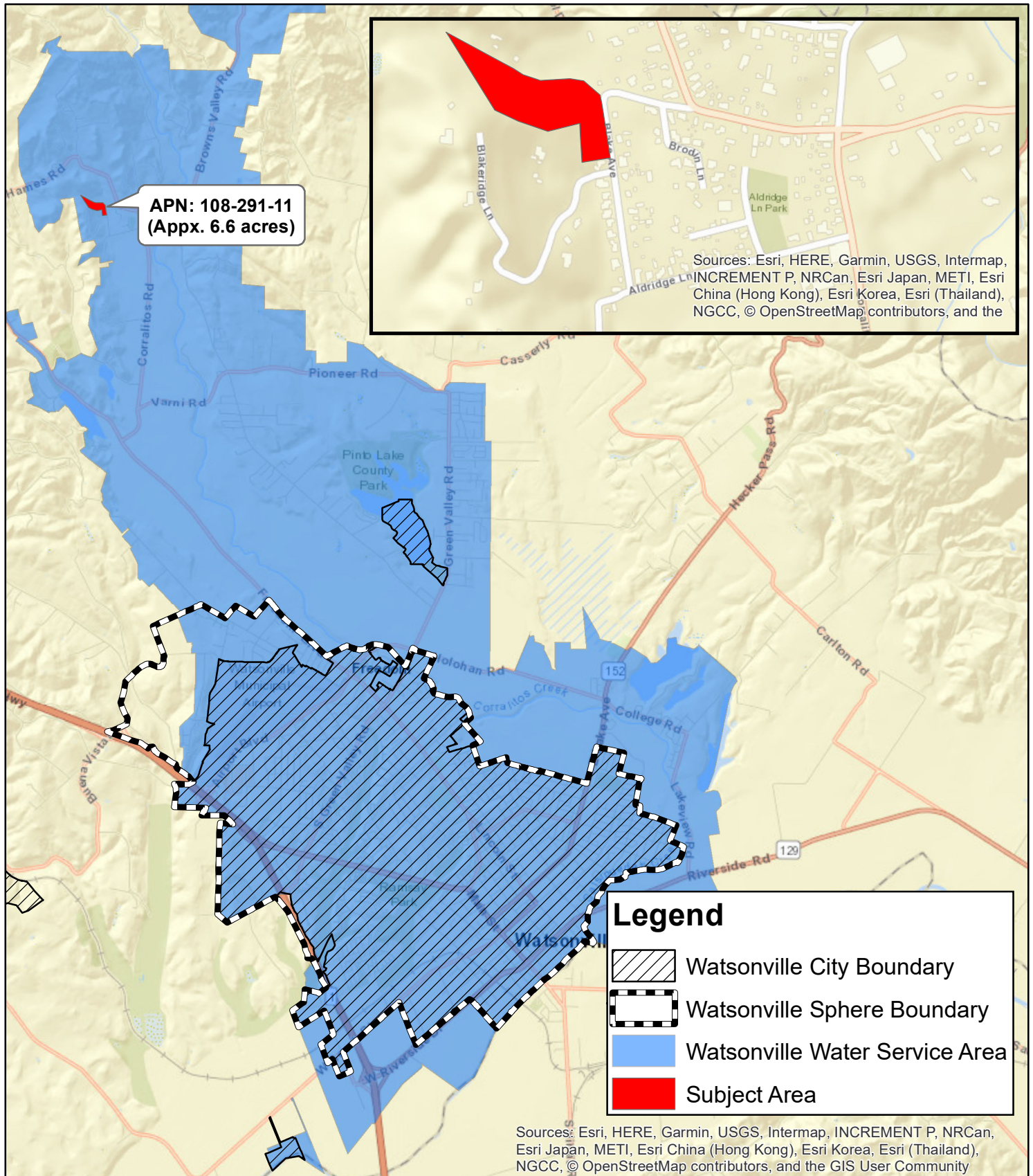
Approved as to form:

Daniel H. Zazueta
LAFCO Counsel

EXHIBIT A

VICINITY MAP

DRAFT



"Blakeridge Lane/Blake Avenue Extraterritorial Service Agreement" with the City of Watsonville (LAFCO Project No. ESA 20-33)

EXHIBIT B

CITY OF WATSONVILLE'S WRITTEN CORRESPONDENCE REGARDING THE ABILITY TO PROVIDE WATER SERVICE

DRAFT



City of Watsonville

"A Community of Opportunities"

October 21, 2020

Lisa J. Burgstrom, Trustee
525 Blakeridge Lane
Watsonville, CA 95076

SUBJECT: WATER SERVICE FOR (APN 108-291-11)

Dear Ms. Burgstrom:

This letter is to inform you that under the current City of Watsonville City Council water policy in compliance with Government Code Section 56133(a), City water service may be provided to (APN 108-291-11). This approval is granted based on current City Council policy, which permits provision of new City water service on an unincorporated county parcel, which fronts a water main on county urban designated property, provided the following conditions are met:

1. Complete and submit a water service application to the City of Watsonville.
2. A building permit and a valid address have been issued for a residence by the County of Santa Cruz.
3. Submit plans for the new water service to the city for review. An engineering construction permit shall be obtained from the City of Watsonville to a contractor meeting the qualification standards set by the city.
4. Pay applicable fees to the City of Watsonville (Permit fee, meter drop-in, connection fee, groundwater impact fee).
5. Local Agency Formation Commission of Santa Cruz County has issued an Extraterritorial Service Permit for the new utility service and an acceptable utility easement is submitted to the City of Watsonville.

This letter is not a guarantee of water availability. The provision of water service district wide is determined by the City Council of the City of Watsonville. Please contact me at (831) 768-3071 if you have any questions.

Sincerely,

Christopher Gregorio
Assistant Engineer
Community Development Department



Santa Cruz Local Agency Formation Commission

Date: February 3, 2021
To: LAFCO Commissioners
From: Joe Serrano, Executive Officer
Subject: **"County Service Area 60 Dissolution" (LAFCO Project No. DDI 21-02)**

SUMMARY OF RECOMMENDATION

State law requires the State Controller's Office to create an annual list of inactive special districts based on the information in the special district's Financial Transactions Report. The State Controller's Office is also required to notify LAFCOs when an inactive special district within their county is identified. CSA 60 was identified as an inactive district in the recently published list. Pursuant to Government Code Section 56879, and within 90 days of receiving notice, the Commission is required to initiate the dissolution of an inactive special district by resolution unless the Commission determines that the district does not meet the statutory criteria. Santa Cruz LAFCO received the notice on November 9, 2020.

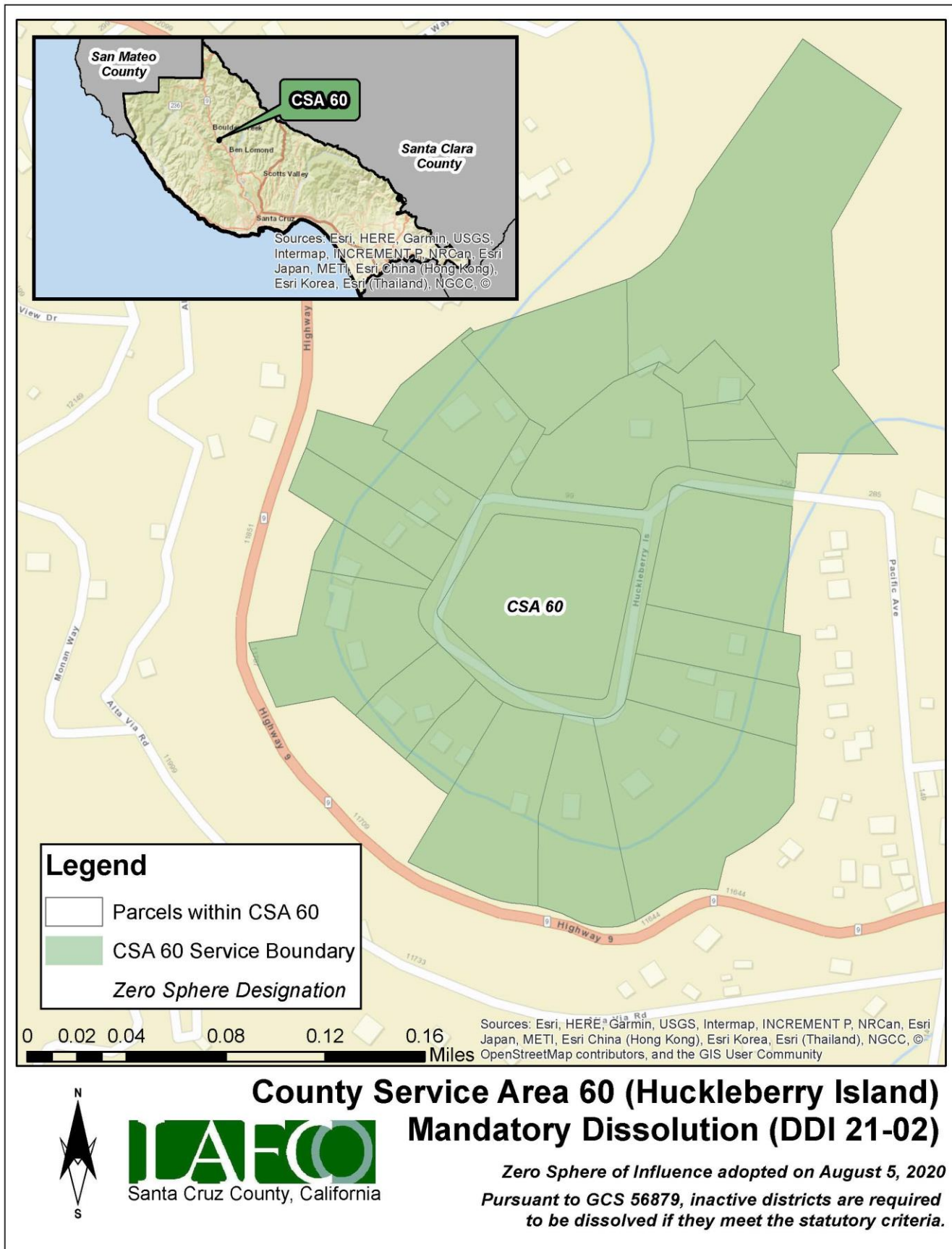
It is recommended that the Commission adopt the draft Resolution (No. 2021-04) approving the dissolution of County Service Area 60 (Huckleberry Island).

EXECUTIVE OFFICER'S REPORT

The Commission received a Notice of Inactive Special District in Santa Cruz County (refer to **Attachment 1**) from the California State Controller's Office on November 9, 2020. This notice indicated that County Service Area 60 (Huckleberry Island) is deemed "inactive." An inactive designation requires LAFCO to either initiate the dissolution or challenge the inactive designation. LAFCO staff coordinated with County Public Works to confirm that CSA 60 met the inactive criteria. This effort was in response to the Commission's adopted service and sphere review for CSA 60, which was adopted in March 2020. The findings in the adopted service review indicated that CSA 60 met the requirements for an inactive district and should be dissolved.

At its August 5, 2020 Regular Meeting, the Commission adopted a zero sphere of influence for CSA 60. **Exhibit A** on page 2 shows CSA 60's existing boundaries. A zero sphere (encompassing no territory) is designated to a district when the Commission has determined that the public service functions of the agency are either nonexistent, no longer needed, or should be reallocated to some other municipal government. This sphere designation is the preliminary step towards dissolution. A zero sphere determination for CSA 60 was warranted for three reasons: (1) CSA 60 has remained inactive for five years, (2) no action plan was developed by the Huckleberry Island community, and (3) CSA 60 meets the statutory criteria of an inactive.

Exhibit A – Vicinity Map



State Law (Inactive Districts)

In 2017, the Little Hoover Commission produced a report entitled, "Special Districts: Improving Oversight & Transparency", which recommended legislative approval to streamline the LAFCO dissolution process for inactive districts. Legislation adopted in 2017 created an expedited process for LAFCOs to dissolve inactive districts that meet certain criteria defined under Government Code Section 56042 which describes an inactive special district as having:

1. No financial transactions in the previous fiscal year;
2. No assets and liabilities; and
3. No outstanding debts, contracts, liens, or claims.

If the State Controller's Office deems a special district inactive and notifies LAFCO, the Commission is required to initiate dissolution within 90 days of receiving the notice. LAFCO is required to hold one public hearing and dissolve the inactive district.

County Service Area 60 (Huckleberry Island)

CSA 60 was created by LAFCO on August 5, 2015 to help fund the replacement of a bridge and provide road maintenance to the Huckleberry Island community. Due to some delays, the recordation of the CSA did not go into effect until December 5, 2017. Since then, County Public Works has indicated that no work has been done, no benefit assessments have been collected, and there are no current plans for bridge construction or road maintenance. The Commission adopted a service and sphere review in 2020 which found that:

- CSA 60 has no revenues, expenditures, or a fund balance;
- Santa Cruz County does not prepare a budget for CSA 60;
- There is no action on the part of Santa Cruz County or the residents to start funding services for CSA 60; and
- CSA 60 should be dissolved due to inactivity.

Environmental Review

LAFCO is the lead agency under CEQA for CSA 60's dissolution. A project is defined in CEQA Guidelines Section 21065, in part, as "an activity which may cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment." The dissolution of a district that provides no services would have no direct or reasonably foreseeable indirect impact on the environment and is therefore not considered to be a project. It is recommended that the Commission find the subject dissolution exempt from CEQA pursuant to Guidelines Section 15320, Class 20(b): Changes in the organization or reorganization of local governmental agencies where the changes do not change the geographical area in which previously existing powers are exercised.

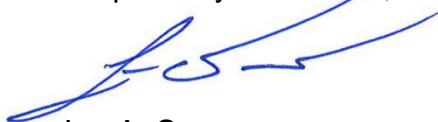
Public Hearing Notice

Pursuant to Government Code Section 56879(c), the Commission's action associated with this dissolution must occur following a public hearing. To meet the legal notice requirements, LAFCO provided notice of the hearing by means of publishing in the Sentinel Newspaper on January 13, 2021.

Conclusion

Since inception, CSA 60 has demonstrated no activity with zero revenue or expenditures. LAFCO's adopted service and sphere review for CSA 60 supports the State Controller's Office finding that CSA 60 meets the requirements for an inactive district and should be dissolved. Staff is recommending that the Commission adopt the attached resolution approving the mandatory dissolution (refer to **Attachment 2**).

Respectfully Submitted,



Joe A. Serrano
Executive Officer

Attachments:

1. State Controller's Notice of Inactive Special District
2. Draft Resolution No. 2021-04

cc: Sonia Lykins, County Public Works Department
Huckleberry Homeowner's Association
CSA 60 Residents (Registered Voters on file)
CSA 60 Residents (Landowners on file)



BETTY T. YEE
California State Controller

RECEIVED

NOV 9 2020

Santa Cruz LAFCO

November 5, 2020

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

SUBJECT: Notification of Inactive Special Districts in County

Dear Joe Serrano:

Chapter 334, Statutes of 2017, also known as Senate Bill (SB) 448, added various provisions to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 regarding special districts that are inactive. It requires the State Controller's Office (SCO) to create a list of inactive special districts based on information in the special district's Financial Transactions Report (FTR), to publish the list of inactive special districts on its website annually, and to notify the local agency formation commission in the county or counties in which the inactive special district is located.

Pursuant to Government Code (GC) section 56042, an "inactive special district" must:

- Meet the definition set forth in GC section 56036;
- Have no financial transactions in the previous fiscal year; and
- Have no assets, liabilities, outstanding debts, judgments, litigation, contracts, liens, or claims.

Pursuant to GC 56879, within 90 days of receiving this notice, the Commission is required to initiate dissolution of inactive special districts by resolution, unless the Commission determines that a district does not meet the criteria set forth in GC 56042. Additionally, the Commission is required to notify SCO if it determines that district does not meet the dissolution criteria in GC 56042. Once the dissolution process is complete, please inform SCO using the contact information on page 2.

The enclosure lists the special districts within your jurisdiction that are inactive, based on financial data in each special district's fiscal year 2018-19 FTR. The complete list of inactive California special districts may be found at:
https://www.sco.ca.gov/ard_local_rep_freq_requested.html.

Joe Serrano
November 5, 2020
Page 2

If you have any questions or need to notify us of a special district's status, please contact Derek Miller by telephone at (916) 322-5579, or by email at dmiller@sco.ca.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Phillip Pangilinan", written in a cursive style.

PHILLIP PANGILINAN
Manager
Local Government Reporting Section

Enclosure

State Controller's Office
2018-19 Inactive Districts for Santa Cruz County

County Name	District Name	District Type	Email Address	Street Address 1	Street Address 2	P.O. Box	City	Zip
Santa Cruz	County Service Area No. 60 (Santa Cruz)	Dependent		Auditor-Controller	701 Ocean Street, Room 100		Santa Cruz	95060-4007

Note: Email Address belongs to the Financial Transactions Report preparer; in some cases this may be an outside consultant.

Proof of Service by Mail

I declare: I am a citizen of the United States, over the age of 18 years, and not a party to this action. My business address is State Controller's Office, 3301 C Street, Suite 740, Sacramento, California 95816.

On the date set forth below, I served the following entitled document:

Notification of Inactive Special Districts in County

by placing a true copy thereof in a sealed envelope addressed to the person(s) named below at the address(es) shown and by placing said envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

Name: Joe Serrano
Santa Cruz Local Agency Formation Commission

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on November 05, 2020, at Sacramento, California.

Signature: Derek Miller

Printed Name: Derek Miller

LOCAL AGENCY FORMATION COMMISSION OF SANTA CRUZ COUNTY
RESOLUTION NO. 2021-04

On the motion of Commissioner
duly seconded by Commissioner
the following resolution is adopted:

RESOLUTION OF THE LOCAL AGENCY FORMATION COMMISSION
APPROVING THE DISSOLUTION OF COUNTY SERVICE AREA 60
(LAFCO PROJECT NO. DDI 21-02)

WHEREAS, on March 4, 2020, the Local Agency Formation Commission of Santa Cruz County ("LAFCO" or "Commission") adopted a municipal service and sphere review for County Service Area 60 – Huckleberry Island ("CSA 60"); and

WHEREAS, the adopted municipal service and sphere review determined that CSA 60 provides no services, has no budget, no funding, no expenditures and no fund balance; and

WHEREAS, on August 5, 2020, the Commission adopted a zero sphere of influence for CSA 60, indicating that the district should be dissolved in the foreseeable future, as shown in Exhibit A; and

WHEREAS, in accordance with Government Code Section 58879 (Senate Bill 448) the State Controller's Office has sent LAFCO a Notification of Inactive District confirming that CSA 60 has had no financial transactions in the previous years, has no assets and liabilities, and has no outstanding debts, judgments, litigation, contracts, liens or claims; and

WHEREAS, the County of Santa Cruz has confirmed the finding of the State Controller that CSA 60 is inactive and should be dissolved; and

WHEREAS, the Commission advertised the notice of public hearing in a newspaper on January 13, 2021, which set a public hearing to consider the dissolution of CSA 60 at its February 3, 2021 Regular LAFCO Meeting; and

WHEREAS, pursuant to Government Code Section 56879, LAFCO held a public hearing on February 3, 2021, considered the request, received public comment and adopted a resolution of application initiating the dissolution of CSA 60 for being inactive; and

WHEREAS, the Commission heard and considered all oral and written testimony for and against the proposal including, but not limited to, the LAFCO staff report including the staff recommendation and recommended exemption from the California Environmental Quality Act ("CEQA").

NOW, THEREFORE, the Local Agency Formation Commission of Santa Cruz County does HEREBY RESOLVE, DETERMINE, AND ORDER as follows:

Section 1. The foregoing recitals are true and correct.

Section 2. Compliance with Government Code Section 56879 has been met by completing the dissolution of CSA 60 because the State Controller's Office has identified CSA 60 as an inactive district. Within 90 days of receiving such determination, LAFCO is required to initiate dissolution of inactive special districts by resolution. The State Controller's notification was received on November 9, 2020, as shown in Exhibit B.

Section 3. Compliance with the California Environmental Quality Act (CEQA) has been met by a categorical exemption pursuant to State CEQA Guidelines Section 15320, Class 20(b), "Changes in organization of local agencies," because the dissolution does not change the geographical area in which previously existing powers are exercised. The Commission, as a lead agency, recorded a Notice of Exemption on January 7, 2021.

Section 4. Pending the issuance and recordation of a Certificate of Completion, CSA 60 shall not: (1) appropriate, encumber, expend, or otherwise obligate, any revenue of CSA 60, or (2) hire any staff or contractors.

Section 5. Upon the effective date of the dissolution (i.e., recordation of the Certificate of Completion), CSA 60 shall be dissolved, its existence shall be terminated, and all of its powers shall cease.

Section 6. The Executive Officer is hereby authorized and directed to mail certified copies of this resolution in the manner and as provided in Government Code Section 56882.

PASSED AND ADOPTED by the Local Agency Formation Commission of Santa Cruz County this 3rd day of February 2021.

AYES:

NOES:

ABSENT:

JUSTIN CUMMINGS, CHAIRPERSON

Attest:

Approved as to form:

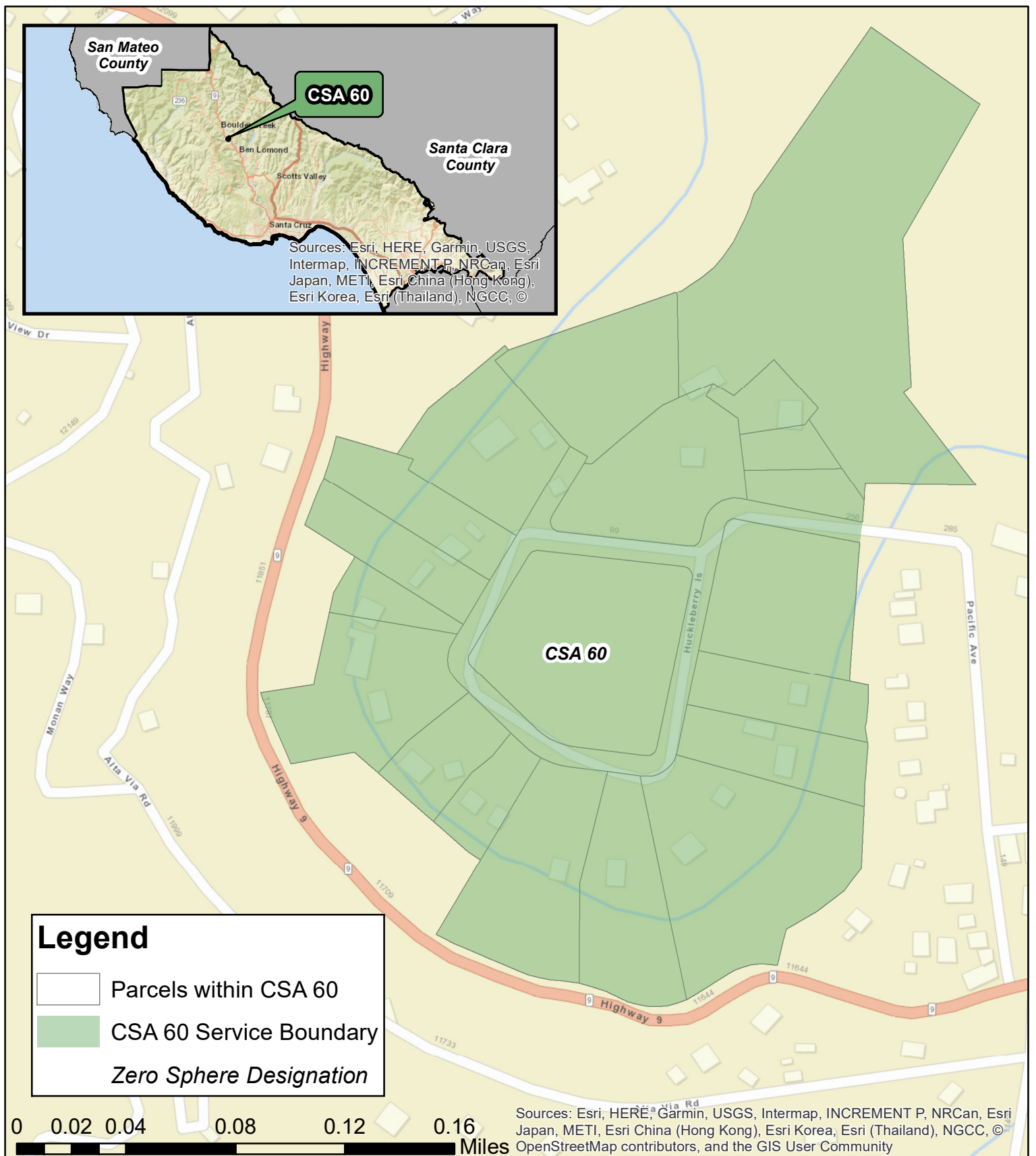
Joe A. Serrano
Executive Officer

Daniel H. Zazueta
LAFCO Counsel

EXHIBIT A

VICINITY MAP

DRAFT



County Service Area 60 (Huckleberry Island) Mandatory Dissolution (DDI 21-02)

Zero Sphere of Influence adopted on August 5, 2020
Pursuant to GCS 56879, inactive districts are required to be dissolved if they meet the statutory criteria.

EXHIBIT B

STATE CONTROLLER OFFICE'S LETTER (LIST OF INACTIVE DISTRICTS)

DRAFT



RECEIVED

NOV 9 2020

BETTY T. YEE
California State Controller

Santa Cruz LAFCO

November 5, 2020

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

SUBJECT: Notification of Inactive Special Districts in County

Dear Joe Serrano:

Chapter 334, Statutes of 2017, also known as Senate Bill (SB) 448, added various provisions to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 regarding special districts that are inactive. It requires the State Controller's Office (SCO) to create a list of inactive special districts based on information in the special district's Financial Transactions Report (FTR), to publish the list of inactive special districts on its website annually, and to notify the local agency formation commission in the county or counties in which the inactive special district is located.

Pursuant to Government Code (GC) section 56042, an "inactive special district" must:

- Meet the definition set forth in GC section 56036;
- Have no financial transactions in the previous fiscal year; and
- Have no assets, liabilities, outstanding debts, judgments, litigation, contracts, liens, or claims.

Pursuant to GC 56879, within 90 days of receiving this notice, the Commission is required to initiate dissolution of inactive special districts by resolution, unless the Commission determines that a district does not meet the criteria set forth in GC 56042. Additionally, the Commission is required to notify SCO if it determines that district does not meet the dissolution criteria in GC 56042. Once the dissolution process is complete, please inform SCO using the contact information on page 2.

The enclosure lists the special districts within your jurisdiction that are inactive, based on financial data in each special district's fiscal year 2018-19 FTR. The complete list of inactive California special districts may be found at:
https://www.sco.ca.gov/ard_local_rep_freq_requested.html.

Local Government Programs and Services Division
MAILING ADDRESS P.O. Box 942850, Sacramento, CA 94250
3301 C Street, Suite 700, Sacramento, CA 95816

Joe Serrano
November 5, 2020
Page 2

If you have any questions or need to notify us of a special district's status, please contact Derek Miller by telephone at (916) 322-5579, or by email at dmiller@sco.ca.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Phillip Pangilinan", written in a cursive style.

PHILLIP PANGILINAN
Manager
Local Government Reporting Section

Enclosure

State Controller's Office
2018-19 Inactive Districts for Santa Cruz County

County Name	District Name	District Type	Email Address	Street Address 1	Street Address 2	P.O. Box	City	Zip
Santa Cruz	County Service Area No. 60 (Santa Cruz)	Dependent		Auditor-Controller	701 Ocean Street, Room 100		Santa Cruz	95060-4007

Note: Email Address belongs to the Financial Transactions Report preparer; in some cases this may be an outside consultant.

Proof of Service by Mail

I declare: I am a citizen of the United States, over the age of 18 years, and not a party to this action. My business address is State Controller's Office, 3301 C Street, Suite 740, Sacramento, California 95816.

On the date set forth below, I served the following entitled document:

Notification of Inactive Special Districts in County

by placing a true copy thereof in a sealed envelope addressed to the person(s) named below at the address(es) shown and by placing said envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

Name: Joe Serrano
Santa Cruz Local Agency Formation Commission

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on November 05, 2020, at Sacramento, California.

Signature: Derek Miller

Printed Name: Derek Miller



Santa Cruz Local Agency Formation Commission

Date: February 3, 2021
To: LAFCO Commissioners
From: Joe Serrano, Executive Officer
Subject: **UCSC Long Range Development Plan – Draft EIR Comment Letter**

SUMMARY OF RECOMMENDATION

The University of California, Santa Cruz (“UCSC”) has prepared a new Long Range Development Plan for 2020-2040 and has issued a Notice of Availability for the Draft Environmental Impact Report (“EIR”). The Draft EIR has been released for a 60-day review period beginning on January 7, 2021 and concluding on March 8, 2021.

It is recommended that the Commission discuss and approve the proposed comment letter regarding the University’s Draft EIR for its Long Range Development Plan.

EXECUTIVE OFFICER’S REPORT:

A new Long Range Development Plan (“LRDP”) has been created by the University to help guide the physical development and land use within the campus boundary. The University is self-governing for planning, and the LRDP is equivalent to a general plan developed by a county or city. The University first introduced a LRDP back in 1988, which planned for 15,000 students. The 2005 LRDP planned for an increase of approximately 6,600 students to an enrollment of 21,000 by 2020. The proposed LRDP estimates that the campus population will reach 28,000 full-time students, with an additional 5,000 full-time faculty and staff in the foreseeable future. To accommodate the projected increase in campus population, the LRDP proposes to add 8,500 student housing beds, up to 550 employee housing units, and approximately 2.8 million assignable square feet (ASF) of academic and administrative building space.

The University is the Lead Agency under the California Environmental Quality Act (CEQA) and they have prepared an Environmental Impact Report for the LRDP as required by State law. The EIR for the University’s LRDP will function as a Program EIR, which can be used to tier the environmental review of subsequent campus development projects during the implementation of the LRDP. A Notice of Preparation was distributed back in February 2020 to all interested and affected agencies for review and comments. LAFCO provided comments in March 2020. Initially the Draft EIR was scheduled to be published in 2020, but due to the ongoing pandemic the environmental review distribution was delayed. A Notice of Availability was recently shared in January 2021. **Attachment 1** provides a copy of the University’s Notice of Availability.

As a Responsible Agency under CEQA Guidelines, staff believes that LAFCO will have regulatory authority towards the delivery of municipal services to UCSC in developments outside the jurisdictional and sphere boundaries of the City of Santa Cruz. It is in this role that LAFCO should comment on the Draft EIR. The following sections identify how the LRDP may require LAFCO action and how the Commission may convey that information in a timely manner.

Proposed Development Sites

The majority of the proposed developments are located within the City of Santa Cruz. However, 5 development projects seem to be located outside the Santa Cruz City limits and its sphere boundary (refer to **Attachment 2**). Development of currently unincorporated territory would be subject to LAFCO's approval for the delivery of municipal services, including but not limited to water.

LAFCO's Comment Letter

As discussed above, the LRDP's development sites include areas that are outside the City's current jurisdictional and sphere boundaries and would therefore be subject to future LAFCO approval in order to receive municipal services. CEQA clearance for future sphere amendments and boundary change proposals will rely upon either the Draft EIR currently being prepared or a subsequent environmental document, potentially "tiered" from the current EIR. It will be necessary for the current or a subsequent CEQA document to include a detailed analysis of the project's conformance to applicable LAFCO-related state legal requirements and LAFCO's locally adopted policies.

The attached comment letter to the University requests that the Draft EIR include an analysis of the LRDP's conformance to LAFCO-related State laws and locally adopted policies to the extent such analysis is possible based on information currently available regarding potential long-term future development of currently unincorporated sites (refer to **Attachment 3**). The purpose of LAFCO's comment letter is to ensure that the University complies with State law but also to identify various governance options for consideration by UCSC. LAFCO staff understands the University's goal to address housing issues. It is LAFCO's intent to provide possible solutions to comply with statutory requirements and local policies as they move forward with their long range planning.

Respectfully Submitted,



Joe A. Serrano
Executive Officer

Attachments:

1. UCSC's Notice of Availability
2. Vicinity Maps
3. LAFCO Comment Letter (Draft Version)



PHYSICAL PLANNING, DEVELOPMENT & OPERATIONS

SANTA CRUZ, CALIFORNIA 95064

January 7, 2021

State of California
Office of Planning and Research
1400 Tenth Street
Sacramento, CA 95814

NOTICE OF AVAILABILITY ENVIRONMENTAL IMPACT REPORT

Project Title: UC Santa Cruz 2021 Long Range Development Plan
Project Location: UC Santa Cruz Main Residential Campus (1156 High Street) & Westside Research Park (2300 Delaware Avenue), Santa Cruz
County: Santa Cruz County
Draft EIR Public Review Period: Thursday, January 7 to Monday, March 8, 2021

Pursuant to the State of California Public Resources Code (PRC) 21091 (a) and the Guidelines for the Implementation of the California Environmental Quality Act (CEQA Guidelines), the University of California, Santa Cruz (UC Santa Cruz) has released for public review a Draft EIR for the UC Santa Cruz 2021 Long Range Development Plan (LRDP).

Project Overview

UC Santa Cruz is considering adoption of the 2021 LRDP, which would replace the 2005 LRDP and would guide the physical development of new academic, housing, and support uses necessary to achieve the campus' mission. The LRDP establishes a land use framework for, academic and administrative space needs, housing, open space, circulation and other land uses that ultimately facilitate the appropriate siting of capital projects. All UC campuses are required to prepare a Long Range Development Plan to guide physical campus development.

The 2021 LRDP campus population forecast is 28,000 Full-Time Equivalent (FTE) students¹ and 5,000 FTE faculty and staff. To accommodate the projected increase in campus population, the LRDP proposes to add 8,500 student housing beds, approximately 550 employee housing units, and approximately 3,100,000 assignable square feet (ASF) of academic and administrative building space. The 2021 LRDP land use plan supports potential growth on the UC Santa Cruz main residential campus located at 1156 High Street and the Westside Research Park located at 2300 Delaware Avenue in the City of Santa Cruz.

Environmental Review and Comment

The University of California is the Lead Agency under the California Environmental Quality Act (CEQA) (PRC, § 21000 et seq.) and has prepared a Draft Environmental Impact Report (EIR) for the LRDP as required by PRC § 21080.09. The Draft EIR has been released for a **60-day review period**, beginning on **Thursday, January 7, 2021** and concluding on **Monday, March 8, 2021**.

During the public review period, copies of the Draft EIR are available at the following location for review:

Online: <https://lrldp.ucsc.edu/>

Written comments on the EIR will be accepted anytime during the EIR review period. All comments should be submitted no later than **Monday, March 8, 2021 at 5:00 pm**. Please state **"LRDP EIR Comments"** in the subject line,

¹ An FTE student is (1) an undergraduate student who enrolls for 45 credit hours per academic year; or (2) a graduate student (master's level or doctoral student not yet advanced to candidacy) enrolled in 36 hours per year; or (3) a graduate doctoral student who has been advanced to candidacy. This does not include students studying at locations other than the main residential campus and the Westside Research Park.

and send your electronic responses via email to: eircomment@ucsc.edu or written responses via U.S. mail to the following address:

Erika Carpenter
Senior Environmental Planner
Physical Planning, Development, and Operations
University of California, Santa Cruz
1156 High Street, Santa Cruz, CA 95064
Email: eircomment@ucsc.edu

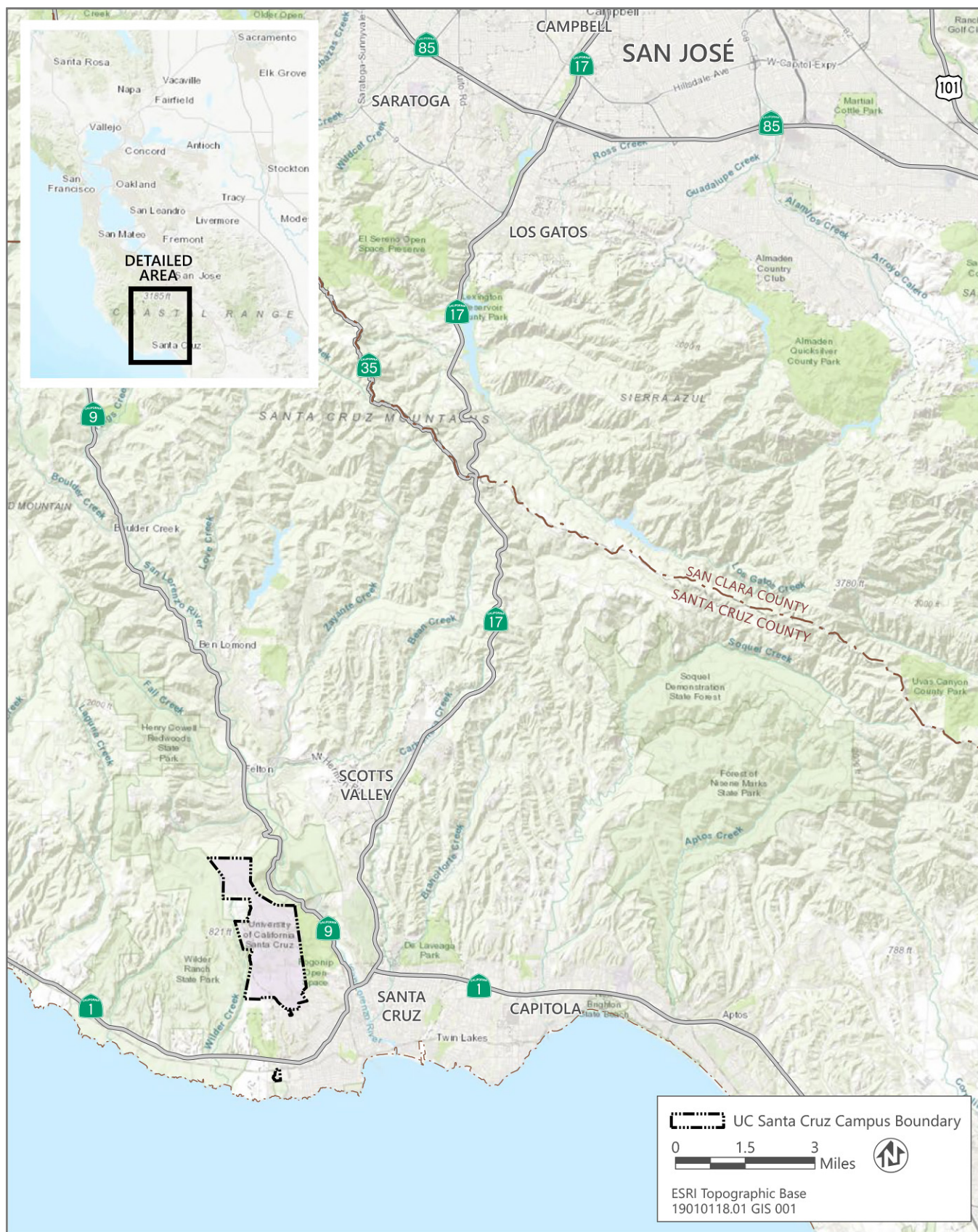
Public Meeting: As a result of the expanding outbreak of COVID-19 and resulting restrictions placed on in-person gatherings throughout California, UC Santa Cruz will host two online public sessions to receive comments on the Draft EIR, rather than in-person events. The online public sessions will be hosted on **Wednesday, February 3, 2021** and **Thursday, February 4, 2021** from **5 p.m. to 7 p.m.** Information about how to participate in the meeting can be found here: <https://lrddp.ucsc.edu/>

If you have questions regarding this NOA, would like to request accommodation for the public meetings and/or would like to request a USB/flash drive of the Draft EIR and/or its appendices, please contact Erika Carpenter at escarp@ucsc.edu.

Hazardous Materials/Waste On-Site: The State of California maintains the linked EnviroStor and Geotracker databases of known contamination sites pursuant to Government Code Section 65962.5. Based on the information gathered from these databases, no sites located within the LRDP area are actively under evaluation, remediation, or verification monitoring.

Attachments:

A Project Location Maps



Source: data downloaded from Santa Cruz County in 2019

Figure 1 Regional Location



UC Santa Cruz
LRDP



PHYSICAL PLANNING, DEVELOPMENT & OPERATIONS

SANTA CRUZ, CALIFORNIA 95064

January 20, 2021

State of California
Office of Planning and Research
1400 Tenth Street
Sacramento, CA 95814

RECEIVED

JAN 22 2021

Santa Cruz LAFCO

REVISED NOTICE OF AVAILABILITY ENVIRONMENTAL IMPACT REPORT

Project Title: UC Santa Cruz 2021 Long Range Development Plan
Project Location: UC Santa Cruz Main Residential Campus (1156 High Street) & Westside Research Park (2300 Delaware Avenue), Santa Cruz
County: Santa Cruz County
Draft EIR Public Review Period: Thursday, January 7 to Monday, March 8, 2021
Revisions: UC Santa Cruz has revised the Notice of Availability to provide additional information on how agencies and members of the public can review a printed copy of the Draft Environmental Impact Report and a summary of the significant environmental effects, as well as to provide additional information on how to register and attend the two public meetings/sessions. Additional information is identified with underlined text. This Revised Notice of Availability supersedes the prior notice.

Pursuant to the State of California Public Resources Code (PRC) 21091 (a) and the Guidelines for the Implementation of the California Environmental Quality Act (CEQA Guidelines), the University of California, Santa Cruz (UC Santa Cruz) has released for public review a Draft EIR for the UC Santa Cruz 2021 Long Range Development Plan (LRDP).

Project Overview

UC Santa Cruz is considering adoption of the 2021 LRDP, which would replace the 2005 LRDP and would guide the physical development of new academic, housing, and support uses necessary to achieve the campus' mission. The LRDP establishes a land use framework for, academic and administrative space needs, housing, open space, circulation and other land uses that ultimately facilitate the appropriate siting of capital projects. All UC campuses are required to prepare a Long Range Development Plan to guide physical campus development.

The 2021 LRDP campus population forecast is 28,000 Full-Time Equivalent (FTE) students¹ and 5,000 FTE faculty and staff. To accommodate the projected increase in campus population, the LRDP proposes to add 8,500 student housing beds, approximately 550 employee housing units, and approximately 3,100,000 assignable square feet (ASF) of academic and administrative building space. The 2021 LRDP land use plan supports potential growth on the UC Santa Cruz main residential campus located at 1156 High Street and the Westside Research Park located at 2300 Delaware Avenue in the City of Santa Cruz.

List of Significant Environmental Effects

Implementation of the 2021 LRDP would result in the following significant and unavoidable environmental impacts, following implementation of feasible mitigation measures:

¹ An FTE student is (1) an undergraduate student who enrolls for 45 credit hours per academic year; or (2) a graduate student (master's level or doctoral student not yet advanced to candidacy) enrolled in 36 hours per year; or (3) a graduate doctoral student who has been advanced to candidacy. This does not include students studying at locations other than the main residential campus and the Westside Research Park.

- ▶ Conflict with or obstruct implementation of an applicable air quality plan,
- ▶ Operational emissions of criteria air pollutants and precursors,
- ▶ Impacts to historical resources,
- ▶ Generate substantial temporary construction noise,
- ▶ Directly or indirectly induce substantial unplanned population growth and housing demand, and
- ▶ Impacts on water supply.

The 2021 LRDP would also result in significant impacts that can be mitigated to a less than significant level related to the following environmental issue areas: aesthetics, air quality, cultural resources, biological resources, geology and soils, greenhouse gas emissions and climate change, hazards and hazardous materials, noise, public services, transportation, and wildfire. Significant cumulative impacts related to air quality, historical resources, noise, population and housing, and water supply would also occur.

Environmental Review and Comment

The University of California is the Lead Agency under the California Environmental Quality Act (CEQA) (PRC, § 21000 et seq.) and has prepared a Draft Environmental Impact Report (EIR) for the LRDP as required by PRC § 21080.09. The Draft EIR has been released for a **60-day review period**, beginning on **Thursday, January 7, 2021** and concluding on **Monday, March 8, 2021**.

Public Review: During the public review period, copies of the Draft EIR are available online and via check-out at the following locations for review:

Online: <https://lrpd.ucsc.edu/>

Printed Copies: Due to COVID-19 and the regional "stay-at-home" order for Santa Cruz County, printed copies of the Draft EIR are available to be checked out from UC Santa Cruz by contacting Physical and Environmental Planning Services at lrpd@ucsc.edu or at (831) 459-3732.

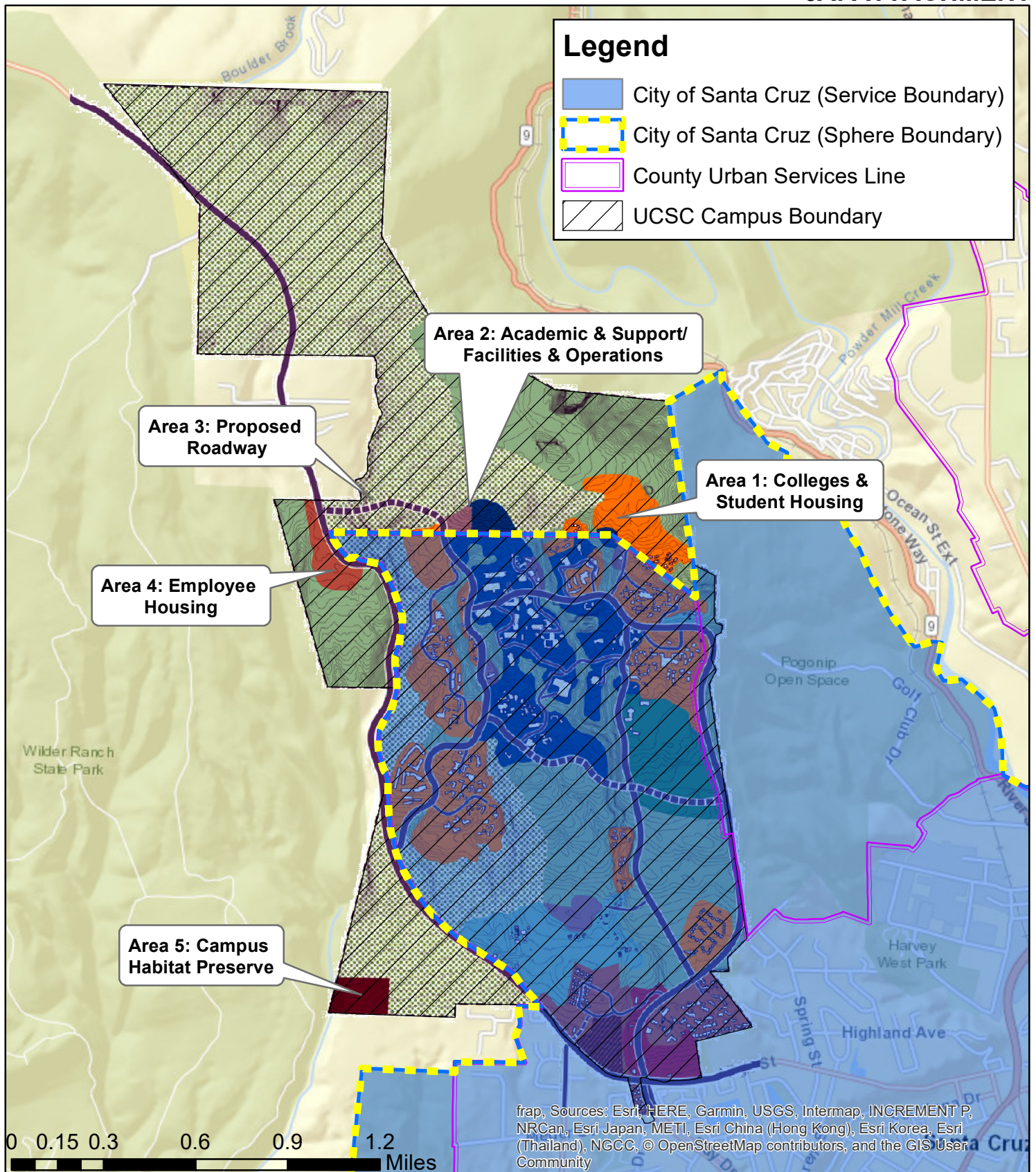
A copy of the Draft EIR is also available to be checked out from the Santa Cruz Library at any of the Santa Cruz County Branch Libraries through the "Grab & Go Lobby Service." For hours and instructions visit: <https://www.santacruzpl.org/grab-and-go/>

Written comments on the EIR will be accepted anytime during the EIR review period. All comments should be submitted no later than **Monday, March 8, 2021 at 5:00 pm**. Please state **"LRDP EIR Comments"** in the subject line and send your electronic responses via email to: eircomment@ucsc.edu or written responses via U.S. mail to the following address:

Erika Carpenter
Senior Environmental Planner
Physical Planning, Development, and Operations
University of California, Santa Cruz
1156 High Street, Santa Cruz, CA 95064
Email: eircomment@ucsc.edu

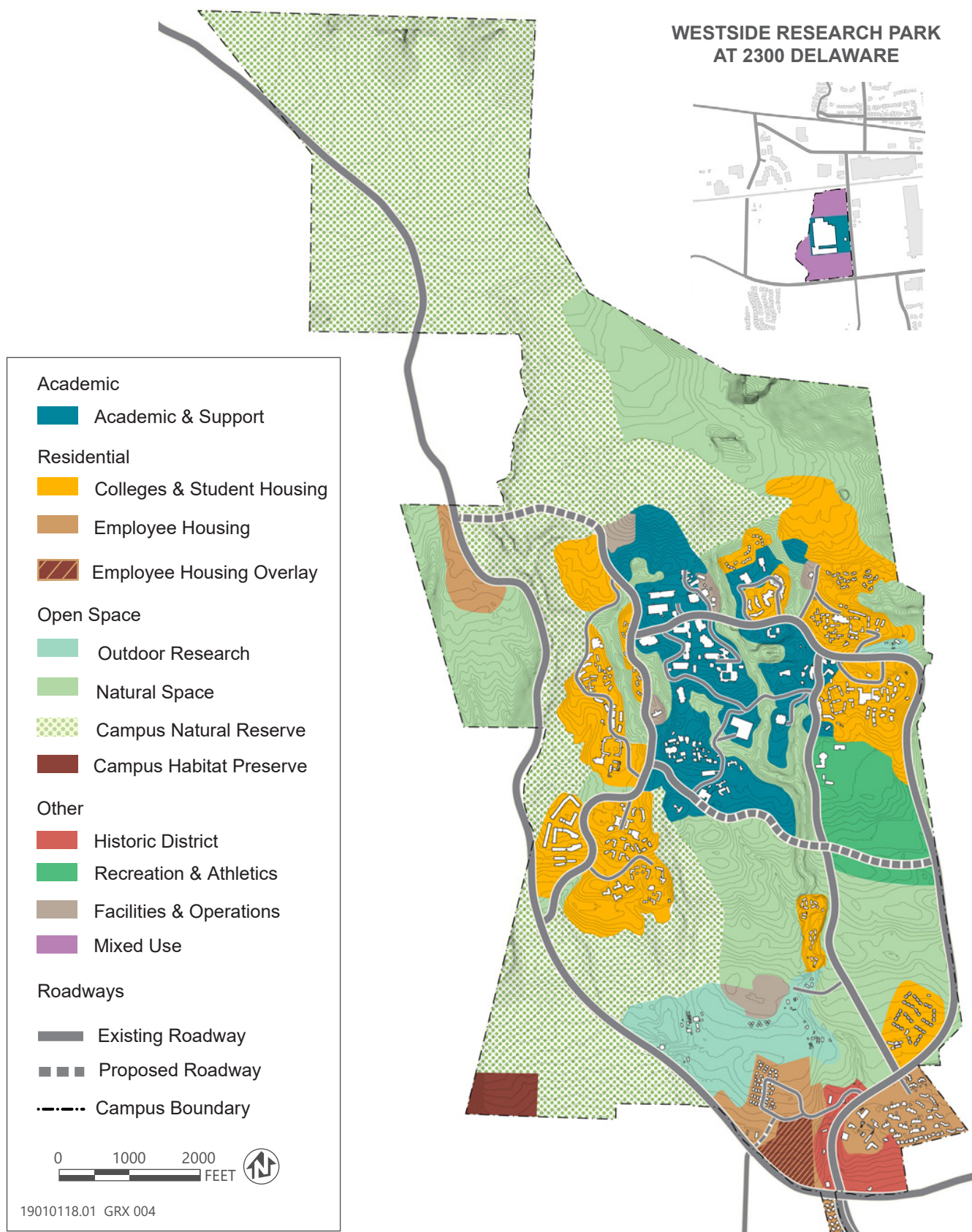
Public Meetings/Hearings: As a result of the expanding outbreak of COVID-19 and resulting restrictions placed on in-person gatherings throughout California, UC Santa Cruz will host two online public sessions/hearings to receive verbal comments on the Draft EIR, rather than in-person events. The online public sessions/hearings will be hosted on **Wednesday, February 3, 2021** and **Thursday, February 4, 2021** from **5 p.m. to 7 p.m.** The public sessions/hearings will be held as a Zoom Webinar. Depending on the number of attendees, verbal comments during the meeting may be limited to three minutes to ensure that everyone has the opportunity to be heard. To capture all comments, the meeting may extend beyond 7 pm. Information about how to register and participate in the meeting can be found here: <https://lrpd.ucsc.edu/>

If you have questions regarding this NOA, would like to request accommodation for the public meetings, and/or would like to request a USB/flash drive of the Draft EIR and/or its appendices, or have any other concerns about access to or availability of the Draft EIR, please contact Erika Carpenter at escarpen@ucsc.edu or at (831) 459-3732.



UCSC Campus Boundary in relations to the City of Santa Cruz's Service and Sphere Boundaries

Figure 3 **LRDP Proposed Land Use Designations**





February 3, 2021

Erika Carpenter, Senior Environmental Planner
 Physical Planning, Development, and Operations
 University of California, Santa Cruz
 1156 High Street
 Santa Cruz, California 95064

RE: Draft Environmental Impact Report for the Proposed UC Santa Cruz Long Range Development Plan

Dear Ms. Carpenter:

Thank you for this opportunity to comment on the Draft Environmental Impact Report ("EIR") for the University's Long Range Development Plan ("LRDP"), which is expected to replace the current version that was established back in 2005. The proposed 2021 LRDP envisions adding 8,500 student housing beds, up to 550 employee housing units, and approximately 3.1 million assignable square feet of academic and administrative building space. These developments are scheduled to be built within the campus area. However, it appears that five development projects are located outside the City of Santa Cruz's jurisdictional and sphere boundaries (refer to attached ***Vicinity Map***). These boundaries are designated by the Local Agency Formation Commission of Santa Cruz County ("LAFCO"). Development of currently unincorporated territory would be subject to LAFCO's approval for the delivery of municipal services, such as water, at a future date.

Under the California Environmental Quality Act ("CEQA"), LAFCO is a Responsible Agency for this proposal, and will have regulatory authority towards future applications involving boundary changes for the delivery of municipal services. It is in this role that LAFCO is commenting on the Draft EIR.

Comments on Scope of the Draft Environmental Impact Report:

1. Conformance to State LAFCO Law and Locally Adopted LAFCO Policies

(Please provide an analysis in the Draft EIR)

LAFCO's statutory authority is derived from the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code Section 56000, et seq.). Among LAFCO's purposes are: discouraging urban sprawl, preserving open space and prime agricultural lands, efficiently providing government services, and encouraging the orderly formation and development of local agencies based upon local conditions and circumstances (Government Code Section 56301). The Cortese-Knox-Hertzberg Act identifies factors that must be considered, and determinations that must be made, as part of LAFCO's review of boundary changes requesting the delivery of municipal services.

These state law provisions provide the statutory basis for LAFCO's locally adopted Policies and Procedures Relating to Spheres of Influence and Changes of Organization and Reorganization ("LAFCO Policies") which guide LAFCO's review and consideration of requests for annexation and other boundary changes. The full text of the LAFCO Policies is available on LAFCO's web site: <https://www.santacruzlafco.org/policies-rules/>.

If the LRDP is approved, LAFCO will likely be requested to consider the approval of one or more applications requesting the delivery of municipal services for any of the five development projects located within unincorporated territory, in accordance with the Cortese-Knox-Hertzberg Act and local LAFCO policies. As a CEQA Responsible Agency, LAFCO would like to use the University's environmental document to fulfill CEQA clearance for such applications, and to support the evaluation of the proposal's consistency with the applicable LAFCO laws and policies, including the "LAFCO Water Policies" and "Standards for Evaluating Proposals."

LAFCO requests that the Draft EIR evaluate the service provisions of all municipal services, specifically those development areas within unincorporated county land. The Draft EIR should also include an analysis of the LRDP's conformance to the full range of LAFCO's adopted policies and related state laws, to the extent such analysis is possible based on information currently available about future development in unincorporated territory.

A more detailed, site-specific, and updated analysis to LAFCO laws and policies should also be anticipated as a required part of subsequent, project-level CEQA documents when future proposals are brought forward to LAFCO. Addition of this information in current and future CEQA documents will help ensure that the Commission will have adequate information to act in its role as a CEQA Responsible Agency when future boundary changes for areas within the LRDP are submitted to LAFCO.

2. Consideration of Governance Options

(Please evaluate the proposed governance options)

Generally, LAFCOs were created to identify the most logical service providers for municipal services, including but not limited to water, sewer, fire, road maintenance, etc. Such determinations can be accomplished through various changes of organizations such as annexations, consolidations, and approvals of extraterritorial service agreements. These governance options allow cities, special districts, and county governments to provide municipal services to landowners throughout the county.

While the majority of the developments in the LRDP are already in the City of Santa Cruz, there are five development projects that are not. In order to comply with state law and local policies, LAFCO has identified four governance options for consideration by UCSC (refer to **Table A** on page 3).

Table A: List of Potential Governance Options

Options	Things to Consider	Benefits
1) Focus on developments within the city limits of Santa Cruz	<p>Based on the 2021 LRDP, developments within the campus will be located in both the City of Santa Cruz and unincorporated county territory.</p> <p>State law requires UCSC to receive LAFCO approval in order to receive municipal services, such as water, from for areas outside City limits.</p>	<p>Under this scenario, UCSC will not need LAFCO approval if their proposed developments are all within City limits.</p>
2) Consider an extraterritorial service agreement with the City of Santa Cruz	<p>Based on the 2021 LRDP, there are 5 development areas that are located outside the City's jurisdictional and sphere boundaries. Such discrepancy would require LAFCO approval.</p>	<p>Under this scenario, UCSC can request an extraterritorial service agreement from LAFCO if it meets the statutory criteria outlined in GCS 56133 and the Commission's adopted policies. If so, this would allow the City to provide services, such as water, to the 5 areas without amending its City limits.</p>
3) Consider annexation of the 5 areas into the City of Santa Cruz	<p>Based on the 2021 LRDP, there are 5 development areas that include construction of new buildings and roadways, which are located outside the City of Santa Cruz.</p>	<p>Under this scenario, UCSC can request annexation of the 5 development areas to the City of Santa Cruz. This would allow UCSC to complete its LRDP within the City without building in two different jurisdictions.</p>
4) Consider annexation of the remaining campus area outside the City of Santa Cruz	<p>Based on the 2021 LRDP, the main campus includes approximately 2,000 acres. 1,059.60 acres are within the City of Santa Cruz, and the remaining 979.96 acres are located in unincorporated county territory.</p>	<p>Under this scenario, UCSC can request annexation of the campus not in the City of Santa Cruz. This will allow the City to provide municipal services for any future developments to the entire campus without additional LAFCO approval.</p>

3. Conformance to the County Urban Services Line (USL)

(Please address the LRDP's consistency with the USL)

Please include in the Draft EIR an analysis of the LRDP's consistency with the established USL, which does not appear to be discussed in the Draft EIR. The County of Santa Cruz's ("County") General Plan require the County to preserve a distinction between urban and rural areas, to encourage the location of new development in urban areas, and to protect agricultural land and natural resources in rural areas. These policies are supported by the establishment of a rural services line ("RSL") and the USL to define areas which are or have the potential to be urban and areas which are and should remain rural. The establishment of distinct urban boundaries serves the following purposes:

- a) To administer separate urban and rural growth rates and the allocation of residential building permits;
- b) To encourage residential development to locate in urban areas and to discourage division of land in rural areas;
- c) To develop and apply different policies governing urban and rural development;
- d) To provide a basis for a County's Capital Improvements Program;
- e) To coordinate planning for the public services among the County, cities, special districts, and the LAFCO;
- f) To ensure that urban development proceeds at a pace consistent with the provision of urban public services; and
- g) To limit the extension of urban services to those areas within the rural services line in the Coastal Zone.

Implementation of the LRDP may require revisions to the established USL. Because such revisions would likely involve the potential for future sphere amendments or other boundary changes, and would directly pertain to LAFCO's legislative purposes, LAFCO would like to have a role in any future modifications to the established USL.

Thank you again for this opportunity to comment on this important document. Please continue to keep us informed throughout your process. I would be happy to meet with you and your staff for more detailed discussions.

Sincerely,

JOE A. SERRANO
Executive Officer

Attachment: Vicinity Map



Santa Cruz Local Agency Formation Commission

Date: February 3, 2021
To: LAFCO Commissioners
From: Joe Serrano, Executive Officer
Subject: **Comprehensive Quarterly Report – Second Quarter (FY 2020-21)**

SUMMARY OF RECOMMENDATION

This report provides an overview of projects currently underway, the status of the Commission's Multi-Year Work Program, the financial performance of the annual budget, and staff's outreach efforts from October through December. This agenda item is for informational purposes only and does not require any action. Therefore, it is recommended that the Commission receive and file the Executive Officer's report.

EXECUTIVE OFFICER'S REPORT

The Cortese-Knox-Hertzberg Act delegates LAFCOs with regulatory and planning duties to coordinate the logical formation and development of local governmental agencies. The following sections summarize how several of these statutory mandates are being met through the consideration of boundary changes, the development of scheduled service reviews, and staff's ongoing collaboration with local agencies.

Active Proposals

Santa Cruz LAFCO currently has two active applications and one inactive proposal:

1. **"Central & Aptos/La Selva Fire Consolidation" (Project No. DC 20-02):** This proposal was initiated by the two affected districts on December 30, 2019 as a joint application. The purpose of the application is to facilitate the efficient delivery of fire protection to property owners within the subject territory.

Latest Status: This consolidation was unanimously approved on November 4. LAFCO conducted a 30-day Request for Reconsideration period and a subsequent 30-day Protest Proceeding following the November meeting. No written opposition was submitted during either proceeding. LAFCO is tentatively scheduled to record the consolidation in February. The inception date of the new fire district will be the date of recordation.

2. **"Blakeridge Lane/Blake Avenue Extraterritorial Service Agreement" (Project No. ESA 20-33):** LAFCO has received a request to approve an extraterritorial service agreement between a single parcel and the City of Watsonville. The purpose of the application is to allow a connection into the City's water system. An existing water line is adjacent to the subject area.

Latest Status: The proposal was deemed complete in December and a Notice of Exemption was recorded in January. The proposal will be presented to the Commission on February 3.

3. **“Roaring Camp Annexation” (Project No. 967):** This application was initiated by petition on March 4, 2019 and proposes to annex approximately 170 acres to the San Lorenzo Valley Water District. The purpose of the annexation is to provide water service to an unincorporated area commonly known as Roaring Camp.

Latest Status: LAFCO staff will consider terminating this application due to its inactivity unless the applicant submits all the outstanding documents by March 2021.

Multi-Year Work Program (Service Reviews)

A five-year work program was adopted in 2019 to ensure that service reviews for each local agency under LAFCO’s purview are considered within the legislative deadline. This year, a total of 18 local agencies will be evaluated in 4 separate service and sphere reviews. Below is a status update on each scheduled review.

1. **City of Scotts Valley** – This City was incorporated in 1966 and operates as a general law city. The City contains approximately 5 square miles of land and provides various municipal services, including but not limited to police, animal control, wastewater treatment, and stormwater management.

Tentative Hearing Date: A service and sphere review is scheduled to be presented to the Commission on March 3.

2. **Scotts Valley Water District** – This water district was formed in 1961 and operates pursuant to the County Water District Act. The District provides water service to approximately 4,000 connections in a six square-mile service area.

Tentative Hearing Date: A service and sphere review is scheduled to be presented to the Commission on May 5.

3. **Recreation & Park Districts (4 in total)** – The four recreation and park districts in Santa Cruz County are Alba Park, Boulder Creek, La Selva Beach, and Opal Cliffs. These districts operate pursuant to the Recreation and Park District Law.

Tentative Hearing Date: A service and sphere review for all four districts is scheduled to be presented to the Commission on August 4.

4. **Fire Protection Districts (10 districts and 2 CSAs)** – The 10 fire districts in Santa Cruz County are Aptos/La Selva, Aromas Tri-County, Ben Lomond, Boulder Creek, Branciforte, Central, Felton, Pajaro Valley, Scotts Valley, and Zayante Fire Protection Districts. The County operates two County Service Areas (CSA 4 and 48) which also provide fire protection services.

Tentative Hearing Date: A service and sphere review for all the fire districts is scheduled to be presented to the Commission on October 6.

Budget Report

The second quarter of Fiscal Year 2020-21 ended on December 31, 2020. During this 3-month period, the Commission received approximately \$2,500 in revenue. This amount is primarily from interest earned and the recent application fee for the proposed extraterritorial service agreement with Watsonville. 99% of the anticipated revenue for the entire year has already been collected. During the same second quarter period, the Commission incurred approximately \$99,600 in total expenses. Approximately 36% of the estimated costs for the entire year has been accrued. The following table shows a breakdown of LAFCO's financial performance during the first and second quarter.

	FY 20-21 (1st Qtr.)	FY 20-21 (2nd Qtr.)	Amount from Reserves	Total Amount (as of 12/31)	FY 20-21 Adopted Budget	Percentage (Accrued vs. Budget)
Total Revenue	\$399,228	\$2,509	\$251,800	\$653,537	\$657,100	99%
Total Expense	<u>\$134,408</u>	<u>\$99,606</u>	-	<u>\$234,014</u>	<u>\$657,100</u>	36%
Difference	\$264,820	\$(97,098)	\$251,800	\$419,523	-	-

A detailed review of LAFCO's financial performance during the first and second quarter (July to December) is attached to this report (refer to **Attachment 1**).

Recent & Upcoming Meetings

LAFCO staff values the benefits from collaborating with local agencies, members of the public, and other LAFCOs to explore and initiate methods to improve efficiency in the delivery of municipal services. In light of the ongoing pandemic, staff met with local representatives remotely to discuss current and/or upcoming LAFCO projects. A summary of those and more recent meetings are discussed below.

- Sunset Beach Mutual Water Company:** LAFCO staff participated in a virtual meeting with representatives from the City of Watsonville and the Sunset Beach Mutual Water Company on October 2. The group inquired about the process to have Watsonville provide water service to the community. Based on staff's research, it was determined that an extraterritorial service agreement was approved back in 1999. This allows the community and Watsonville to coordinate without further LAFCO action.
- Pre-Application Meeting:** LAFCO staff met with a landowner on October 8 to discuss a potential application to receive an extraterritorial service agreement involving the City of Watsonville. It was determined that the request could move forward if desired by the landowner.
- CALAFCO/Executive Officers Meeting:** LAFCO staff participated in a virtual meeting with other LAFCO Executive Officers on October 13. This was an opportunity to discuss and learn how the ongoing pandemic has affected the LAFCOs around the State. These discussions are currently being held on a quarterly basis.

4. **Social-Distanced Wedding Ceremony:** On a personal note, LAFCO Executive Officer Joe Serrano married Diana Flores in a small ceremony held at the County Building on October 29. The ceremony included only a witness and the minister. The officiating minister was former LAFCO Commissioner John Leopold.
5. **San Lorenzo Valley Water District Draft Service & Sphere Review:** LAFCO staff participated in a virtual meeting with Supervisor McPherson and his staff on October 13 to discuss the draft service and sphere review. This was an opportunity to review LAFCO's findings about the proposed sphere amendment including several unserved areas.
6. **Grand Jury Meeting:** LAFCO staff provided a "LAFCO 101" presentation to new Grand Jury members on November 17. This was an opportunity for the Executive Officer to introduce himself, summarize LAFCO's role in the County, and provide updates on LAFCO matters that may interest the Grand Jury.
7. **UCSC Long Range Development Plan Discussion:** Chair Roger Anderson and LAFCO staff met with representatives from the University on December 1 to discuss the upcoming environmental impact report and how UCSC can address LAFCO's concerns about proposed development areas outside the City of Santa Cruz.
8. **CALAFCO Webinar:** LAFCO staff attended a webinar on December 7 that focused on LAFCO's critical role in moving forward from 2020 and beyond. Former Commissioner John Leopold was a guest speaker at the event and provided various case studies to the audience. A survey was sent out after the webinar and Mr. Leopold received the highest rating from the entire panel.
9. **Coastal Region LAFCOs:** LAFCO staff participated in a virtual roundtable meeting on December 10 held exclusively for Coastal Region LAFCOs. The meeting included breakout sessions and discussions on issues currently facing LAFCOs and local agencies around the State.

Respectfully Submitted,



Joe A. Serrano
Executive Officer

Attachments:

1. LAFCO FY 2020-21 Budget Review (First and Second Quarter)

FISCAL YEAR 2020-21	FY 20-21 First Qtr. (Jul - Sep)	FY 20-21 Second Qtr (Oct - Dec)	FY 20-21 Adopted Budget	Difference (\$)	Budget Line Item Notes
REVENUES DESCRIPTION					
Interest	\$ 1,137	\$ 1,013	\$ 6,000	\$ (3,851)	Anticipated Funds
Contributions from Other Govt Agencies	\$ 401,177	\$ -	\$ 399,300	\$ 2,419	Surplus Funds
LAFCO Processing Fees	\$ (3,521)	\$ 950	\$ -	\$ (2,571)	Balance Due to Refund
Medical Charges-Employee	\$ 437	\$ 546	\$ -	\$ 1,073	Surplus Funds
Re-budget from Fund Balance	\$ -	\$ -	\$ 251,800	\$ 251,800	Net Position Funds (if needed)
TOTAL REVENUES	\$ 399,228	\$ 2,509	\$ 657,100	\$ 248,870	Additional Funds in Total Revenue
EXPENDITURES DESCRIPTION					
Regular Pay	\$ 47,658	\$ 57,114	\$ 245,400	\$ 131,237	Remaining Funds
Overtime Pay	\$ -	\$ -	\$ 1,000	\$ 1,000	Remaining Funds
Extra Help	\$ -	\$ -	\$ 1,000	\$ 1,000	Remaining Funds
Sick Leave	\$ -	\$ -	\$ 1,000	\$ 1,000	Remaining Funds
Holiday Pay	\$ 1,702	\$ 4,382	\$ 10,100	\$ 2,973	Remaining Funds
Social Security	\$ 3,838	\$ 4,249	\$ 18,200	\$ 9,277	Remaining Funds
PERS	\$ 55,560	\$ 6,720	\$ 59,800	\$ (3,567)	Overbudget Amount
Insurances	\$ 10,030	\$ 10,234	\$ 50,500	\$ 28,191	Remaining Funds
Unemployment	\$ -	\$ 31	\$ 400	\$ 181	Remaining Funds
Workers Comp	\$ -	\$ -	\$ 1,000	\$ 1,000	Remaining Funds
Salaries Sub-total	\$ 118,789	\$ 82,730	\$ 388,400	\$ 172,292	Remaining Funds in Salaries & Benefits
Telecom	\$ 324	\$ 479	\$ 2,000	\$ 1,036	Remaining Funds
Office Equipment	\$ -	\$ 36	\$ 200	\$ 129	Remaining Funds
Memberships	\$ 5,844	\$ 1,482	\$ 6,400	\$ (926)	Overbudget Amount
Hardware	\$ -	\$ -	\$ 300	\$ 300	Remaining Funds
Duplicating	\$ 20	\$ 356	\$ 1,600	\$ 1,224	Remaining Funds
PC Software	\$ 382	\$ -	\$ 600	\$ 218	Remaining Funds
Postage	\$ 56	\$ 84	\$ 1,000	\$ 806	Remaining Funds
Subscriptions	\$ 230	\$ -	\$ 500	\$ 270	Remaining Funds
Supplies	\$ 74	\$ 77	\$ 1,000	\$ 614	Remaining Funds
Accounting	\$ -	\$ -	\$ 1,500	\$ 1,500	Remaining Funds
Attorney	\$ 5,188	\$ 3,625	\$ 150,000	\$ 141,188	Remaining Funds
Data Process GIS	\$ 1,562	\$ 7,584	\$ 10,000	\$ 669	Remaining Funds
Director Fees	\$ 810	\$ 450	\$ 6,000	\$ 4,240	Remaining Funds
Surveyor	\$ -	\$ -	\$ 1,000	\$ 1,000	Remaining Funds
Prof. Services	\$ -	\$ -	\$ 50,000	\$ 50,000	Remaining Funds
Legal Notices	\$ 498	\$ 2,394	\$ 1,700	\$ (1,192)	Overbudget Amount
Rents	\$ 328	\$ -	\$ 9,000	\$ 8,672	Remaining Funds
Misc. Expenses	\$ 305	\$ 250	\$ 6,000	\$ 5,345	Remaining Funds
Books	\$ -	\$ -	\$ 200	\$ 200	Remaining Funds
Air Fare	\$ -	\$ -	\$ 3,000	\$ 3,000	Remaining Funds
Auto Rental	\$ -	\$ -	\$ 200	\$ 200	Remaining Funds
Training	\$ -	\$ -	\$ 1,800	\$ 1,800	Remaining Funds
Lodging	\$ -	\$ -	\$ 5,200	\$ 5,200	Remaining Funds
Meals	\$ -	\$ -	\$ 600	\$ 600	Remaining Funds
Mileage	\$ -	\$ 58	\$ 3,000	\$ 2,942	Remaining Funds
Travel-Other	\$ -	\$ -	\$ 500	\$ 500	Remaining Funds
Registrations	\$ -	\$ -	\$ 5,400	\$ 5,400	Remaining Funds
Supplies Sub-total	\$ 15,620	\$ 16,876	\$ 268,700	\$ 234,935	Remaining Funds in Services & Supplies
TOTAL EXPENDITURES	\$ 134,408	\$ 99,606	\$ 657,100	\$ 407,227	Remaining Funds in Total Expenditures



Santa Cruz Local Agency Formation Commission

Date: February 3, 2021
To: LAFCO Commissioners
From: Joe Serrano, Executive Officer
Subject: **Fire Consolidation Update (LAFCO Project No. DC 20-02)**

SUMMARY OF RECOMMENDATION

The Commission approved a consolidation between Central and Aptos/La Selva Fire Protection Districts (FPDs) in November 2020. As part of that approval, the Commission directed LAFCO staff to provide updates on the consolidation process. This agenda item is for informational purposes only and does not require any action. Therefore, it is recommended that the Commission receive and file the Executive Officer's report.

EXECUTIVE OFFICER'S REPORT

LAFCO fulfilled two legally-required proceedings during the last two months: Request for Reconsideration Period (November 5 to December 4) and Protest Period (December 4 to January 6). Neither proceeding received requests to overturn the Commission's approval of the fire consolidation. As a result, LAFCO will now be able to record the consolidation once all the terms and conditions are met. Below is a summary of recent actions during the month of January:

- **Successor Agency's Board Composition:** Central and Aptos/La Selva FPD Boards reopened the board composition discussion for further transparency. As a result, two new resolutions were adopted (refer to **Attachment 1**). These resolutions will replace the older versions in LAFCO's November resolution approving the consolidation. The resolutions will also be included in LAFCO's Certificate of Completion, which is the document that gets recorded when the consolidation is finalized.
- **Successor Agency's Fire Chief:** John Walbridge was officially named the fire chief for the successor agency. The resolution appointing Mr. Walbridge, as shown in **Attachment 2**, will be part of LAFCO's Certificate of Completion.
- **Successor Agency's New Employee Contractual Agreement:** A new memorandum of understanding involving the employees of the successor agency was finalized (refer to **Attachment 3**). The agreement will be recorded with LAFCO's Certificate of Completion.
- **Successor Agency's Pension Plans:** Central and Aptos/La Selva Fire Districts continue to coordinate with the California Public Employees' Retirement System (CALPERS) to ensure that the existing pension plans from both districts are transferred over in accordance with AB 1140.

It appears that all the terms and conditions have been fulfilled. Staff is tentatively scheduled to record the Certificate of Completion in early February which will finalize the consolidation. The effective or "inception" date of the new fire district will be the date of recordation.

Respectfully Submitted,



Joe A. Serrano
Executive Officer

Attachments:

1. New Board Composition Resolutions
2. New Fire Chief Resolutions
3. New Contractual Agreement Resolutions

BEFORE THE BOARD OF DIRECTORS
OF THE CENTRAL FIRE PROTECTION DISTRICT

RESOLUTION 2021-01
(Amends and replaces Resolution 2019-12)

A RESOLUTION TO DECLARE A CHANGE OF CENTRAL FIRE PROTECTION DISTRICT OF SANTA CRUZ COUNTY APPOINTMENTS TO THE INITIAL BOARD OF DIRECTORS OF THE SUCCESSOR DISTRICT OF THE CONSOLIDATION OF THE APTOS-LA SELVA FIRE PROTECTION DISTRICT WITH THE CENTRAL FIRE PROTECTION DISTRICT.

WHEREAS, the Board of Directors of the Central Fire Protection District ("Central") has initiated proceedings pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, California Government Code Section 56000 et. seq. for the consolidation of Central with the Aptos-La Selva Fire Protection District ("Aptos-La Selva"); and,

WHEREAS, the affected territory proposed to be consolidated is inhabited, and is constituted by the respective boundaries of Central and Aptos-La Selva; and,

WHEREAS, Central and Aptos-La Selva exercise identical powers as authorized by the Fire Protection District Law of 1987 (California Health and Safety Code Section 13800 et. seq.); and,

WHEREAS, the proposal is consistent with the Sphere of Influence of Central and Aptos-La Selva; and,

WHEREAS, Central and Aptos-La Selva agreed the proposed consolidation of Central and Aptos-La Selva would be subject to the following terms and conditions, among others:

- (1) The specific provisions of the Service Plan jointly initiated by Aptos-La Selva and Central for the affected territory;
- (2) The completed Service Plan, as jointly finalized by Aptos-La Selva and Central; and,
- (3) The paid employees and the active volunteer firefighters of Aptos-La Selva and Central will become a portion of the Successor District.
- (4) All Tax Rate Areas will be maintained and all revenue mechanisms currently existing in Aptos-La Selva and Central will be maintained post-consolidation.
- (5) Such other provisions as required by applicable law or as may be agreed by the parties.

WHEREAS, it is necessary for Central and Aptos-La Selva to appoint an initial board of directors for the successor district ("Successor District Board")

WHEREAS, this Board's declaration of the Successor District Board after consolidation is categorically exempt from review under the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines section 15320(b), which exempts special district consolidations where changes in organization of local governmental agencies do not change the geographical area in which the previously existing powers are exercised, such as here; and,

WHEREAS this Board on or about November 12, 2019 by Resolution 2019-12 appointed two members of this Board to serve on the Successor District Board; and,

WHEREAS, the two members appointed by this Board to serve on the Successor District Board are no longer able to serve on the Successor District Board.

NOW, THEREFORE BE IT RESOLVED that the following individual members of this District's Board are hereby appointed to serve on the Successor District Board for terms of four years in place of those members appointed by Resolution 2019-12:

Ken Radliff— 4-year term

David Ronco — 4-year term

PASSED and ADOPTED by the Board of Directors of the Central Fire Protection District at a regular meeting thereof held on the 12th of January, 2021, by the following vote:

AYES: *FRANCHI, LUCCHESI, RADLIFF, RONCO, TRASK*

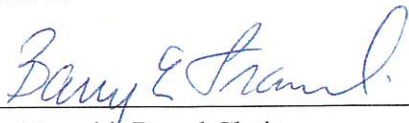
NOES: *0*

ABSENT: *0*

ABSTAIN: *0*

Dated: *1/12/2021*

ATTEST:



Barry Franchi, Board Chair



Interim Fire Chief John Walbridge, Secretary to the Board

BEFORE THE BOARD OF DIRECTORS
OF THE APTOS/LA SELVA FIRE PROTECTION DISTRICT

RESOLUTION 01-21
(Amends and replaces Resolution 15-19)

A RESOLUTION TO DECLARE APTOS/LA SELVA FIRE PROTECTION DISTRICT'S APPOINTMENTS TO THE INITIAL BOARD OF DIRECTORS OF THE SUCCESSOR DISTRICT TO THE CONSOLIDATION OF THE APTOS-LA SELVA FIRE PROTECTION DISTRICT AND CENTRAL FIRE PROTECTION DISTRICT OF SANTA CRUZ COUNTY.

WHEREAS, the Board of Directors of the Aptos/La Selva Fire Protection District ("Aptos-La Selva") has initiated proceedings pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, California Government Code Section 56000 et. seq. for the consolidation of Central Fire Protection District ("Central") with the Aptos-La Selva; and,

WHEREAS, the affected territory proposed to be consolidated is inhabited, and is constituted by the respective boundaries of Central and Aptos-La Selva; and,

WHEREAS, Central and Aptos-La Selva exercise identical powers as authorized by the Fire Protection District Law of 1987 (California Health and Safety Code Section 13800 et. seq.); and,

WHEREAS, the proposal is consistent with the Sphere of Influence of Central and Aptos-La Selva; and,

WHEREAS, Central and Aptos-La Selva agreed the proposed consolidation of Central and Aptos-La Selva would be subject to the following terms and conditions, among others:

- (1) The specific provisions of the Service Plan jointly initiated by Aptos-La Selva and Central for the affected territory;
- (2) The completed Service Plan, as jointly finalized by Aptos-La Selva and Central; and,
- (3) The paid employees and the active volunteer firefighters of Aptos-La Selva and Central will become a portion of the Successor District.
- (4) All Tax Rate Areas will be maintained and all revenue mechanisms currently existing in Aptos-La Selva and Central will be maintained post-consolidation.
- (5) Such other provisions as required by applicable law or as may be agreed by the parties.

WHEREAS, it is necessary for Central and Aptos-La Selva to appoint an initial board of directors for the successor district ("Successor District Board")

WHEREAS, this Board's declaration of Successor District Board after consolidation is categorically exempt from review under the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines section 15320(b), which exempts special district consolidations where changes in organization of local governmental agencies do not change the geographical area in which the previously existing powers are exercised, such as here; and,

WHEREAS, this Board on or about November 14, 2019 by Resolution 15-19 appointed three members of this Board to serve on the Successor District Board; and,

WHEREAS, the three members appointed by Resolution 15-19 to serve on the Successor District Board desire to be reaffirmed as appointees to the Successor District Board.

NOW, THEREFORE BE IT RESOLVED that the following three members of this District's Board are hereby appointed to serve on the Successor District Board:

	Name	Term Expiring
1	George Lucchesi	2024
2	Orbrad Darbro	2022
3	John Scanlon	2022

PASSED and ADOPTED by the Board of Directors of the Aptos/La Selva Fire Protection District at a regular meeting thereof held on January 14, 2021, by the following vote:

AYES: 4

NOES: 1

ABSENT: 0

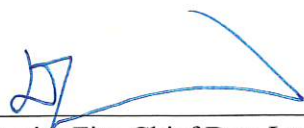
ABSTAIN: 0

Dated: 1/14/21

ATTEST:



John Scanlon, Board President



Interim Fire Chief Don Jarvis, Secretary to the Board

**EMPLOYMENT AGREEMENT
FIRE CHIEF**

This Employment Agreement ("Agreement") is entered into by and between the Central Fire Protection District of Santa Cruz County ("District") and John Walbridge ("Employee") (collectively referred to as "Parties").

RECITALS

WHEREAS, the District, through its Board of Directors ("Board") desires to employ Employee as the Fire Chief of the District; and

WHEREAS, Employee is currently employed as the Interim Fire Chief of the District and desires to serve as Fire Chief for the District; and

WHEREAS, it is the desire of the Parties to provide the terms and conditions by which the District shall receive and retain the services of Employee as Fire Chief; and

NOW, THEREFORE, in consideration of the respective mutual covenants herein contained in this Agreement and the faithful performance of the terms and conditions set forth below, the Parties agree as follows:

SECTION 1: APPOINTMENT AND AT-WILL EMPLOYMENT STATUS

- 1.1 The Board hereby appoints, and the District employs, Employee as Fire Chief for the District. Employee accepts the appointment effective as of the term beginning date set forth below.
- 1.2 Employee acknowledges and agrees that Employee's appointment to the position of Fire Chief is at-will and that Employee serves at the pleasure of the Board. The Parties agree that Employee's employment with the District may be suspended or terminated by the Board, any time, with or without cause, as provided in this Agreement. The Parties further agree that Employee may end his employment with the District for any reason and at any time.
- 1.3 The Parties agree that Employee does not have a "property interest" in continued employment and that Employee's employment shall remain at-will regardless of the length of employment, past or current performance, raises or representations of continued employment by any agent or employee of the District. The at-will nature of Employee's employment with the District may only be modified by a written agreement that is approved by the District's Board.

SECTION 2: TERM

- 2.1 The District agrees to employ Employee and Employee accepts employment with District under the terms and conditions set forth in this Agreement for the period of January 1, 2021 through

December 31, 2022, or until Employee's employment is terminated by either Party in accordance with the provisions set forth in Section 9 of this Agreement.

- 2.2 In the event of a merger or consolidation involving the District and another public agency during the term of this Agreement, the Parties agree that any and all of the terms of this Agreement, including but not limited to a reduction in rank from the position of Fire Chief, shall be subject to renegotiation. Should a reduction in rank occur employee will be returned to his last permanent rank and position during his employment with Central Fire Protection District of Santa Cruz County.

SECTION 3: DUTIES

- 3.1 Employee shall faithfully, diligently and to the best of Employee's abilities, perform all of the duties of the Fire Chief as established by and in conformance with State law, District rules and regulations and the attached job description. Employee will perform these duties in accordance with the policy direction of the Board. Employee will also perform any additional duties which are assigned by the Board and which are legally permissible and proper duties. At all times during the term of this Agreement, Employee shall be directly responsible to and report to the Board.
- 3.2 Employee agrees that Employee has a duty of loyalty to the District and shall devote the whole of Employee's working time, skill, experience, knowledge, ability, labor, energy, attention and best effort exclusively to the District's business and affairs. Employee shall not engage, without the express prior consent of the Board, in any other business duties or pursuits whatsoever or, directly or indirectly, render any services of a business, commercial or professional nature to any other person or organization, whether for compensation or otherwise, that may cause a conflict of interest with the District or that might otherwise interfere with the business or operations of the District or the satisfactory performance of Employee's duties.
- 3.3 Employee shall not engage in any activity which is or may become a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California law. Employee shall comply fully with the reporting and disclosure obligations under regulations promulgated by the Fair Political Practices Commission and any District Conflict of Interest Code, resolution, or policy.
- 3.4 In the performance of assigned duties, Employee is expected to conduct himself in a manner that is appropriate for the position of the Fire Chief and which complies with all applicable Districts policies and procedures, including the District's Equal Employment Opportunity and Substance Abuse policies.

SECTION 4: HOURS OF WORK

- 4.1 The position of Fire Chief is exempt from overtime under the Fair Labor Standards Act.

- 4.2 Employee's regular, consistent attendance at District offices during the business hours of the District and meetings of the Board is expected as part of Employee's fulfillment of the duties of the position of Fire Chief.
- 4.3 Employee's normal work schedule shall be 6:30am to 3:30 pm, Monday through Friday, except that Employee's working hours may be amended to provide for alternative Friday's off (a 9/80 style schedule) so long as such a schedule does not impact Employee's ability to complete all required duties in a satisfactory manner. Employee is expected to engage in those hours of work that are necessary to fulfill the obligations of the Fire Chief position.
- 4.4 It is recognized that Employee must sometimes devote time to the business of the District outside of the District's customary business hours, and to that end, Employee's schedule of work each day and week may vary in accordance with the work required to be performed and in accordance with any specific direction provided by the Board. On those occasions when Employee performs more than 40 hours of work in a week, Employee may be permitted to flex his schedule in a future workweek.

SECTION 5: COMPENSATION

- 5.1 The District agrees to compensate employee for services rendered under this Agreement at an annual salary of 5% above the top step Assistant Chief's Salary. Such salary shall be paid in installments on the District's normal paydays and in accordance with the District's normal pay practices and shall be subject to customary withholding for taxes and other required or authorized deductions. Such salary rate shall be effective the pay period including January 1, 2021.
- Pay period including January 1, 2021- \$20,688.17/monthly, \$248,258.02/annually
 - Pay period including July 1, 2021- \$21,308.82/monthly, \$255,705.85/annually
- 5.2 Should the District implement a wage reduction for all employees in a bargaining unit or decline to provide a COLA increase to any bargaining unit, then no COLA will be made to the salary for the position of Fire Chief.
- 5.3 The District and Employee agree to conduct an annual salary review concurrently with the annual performance evaluation set forth in Section 8 of this Agreement. Such annual salary review shall include consideration of those benefits to Employee under this Agreement. The District may, but is not required to consider or approve merit increases or other compensation enhancements in conjunction with the annual salary review. An affirmative vote of a majority of the Board shall be required to effectuate any increase in salary or compensation enhancement pursuant to this Agreement. Unless otherwise provided by the Board, any approved increase or enhancement will be effective the first day of the payroll period following the date of the Board's final approval of the increase or enhancement.
- 5.4. Employee shall not receive overtime payment or any additional compensation for excess hours worked except in the case where hours worked in excess of forty (40) hours per week during times of declared disaster, either State or Federal and only when the District is reimbursed for such time.

In such instances, Employee will be compensated for the additional hours worked in connection with the declared disaster at Employee's hourly rate.

SECTION 6: EDUCATIONAL INCENTIVE PAY AND PROFESSIONAL DEVELOPMENT

- 6.1 Employee is eligible to participate in and receive Educational Incentive Pay under the same terms and conditions applicable to employees subject to the Memorandum of Understanding between the District and the Central Fire District Chief Officer's Association.

Employees may pursue additional compensation above their individual merit salary step increments through the Employer Education Incentive Plan.

A pay rate incentive program recognizing individual educational initiative shall be awarded to all employees who possess a college level degree from an accredited college or university. This will also include certain State Certification Levels

To participate in the education (pay) incentive program, the employee must have satisfactorily completed a probationary period as prescribed by the Employer, and must possess either an Associate Degree, Bachelor's Degree or Masters Degree in any field of study. An additional incentive level is available for those Employees who have completed and are in possession of a California Chief Officer Certification or a California Certified Chief Officer.

- **The First Incentive Level:** An employee meeting the above requirements, and who possesses an Associate Degree shall receive \$188 per month.
- **The Second Incentive Level:** An employee meeting the above requirements, and who possesses a Bachelor's Degree shall receive \$282 per month.
- **The Third Incentive Level:** An employee meeting the above requirements, and who possesses a Master's Degree shall receive \$377 per month.

The above incentives cannot be combined or compounded. The following incentive shall be compounded if the employee has met the requirements for Second, Third, or Fourth Incentive Level.

- **The Fourth Incentive Level:** An employee meeting the above requirements, and who possesses a California Chief Officer Certification or a California Certified Chief Officer certificate shall receive \$400 per month.

When an employee elects to convert his/her time into monetary compensation, the educational pay incentive will be considered to be part of an employee's hourly rate.

Education incentive is reportable special compensation to CalPERS for pension calculation.

6.2 The District recognizes the need for and encourages Employee to participate in continuing education classes relevant to the Fire Service and to associate himself with industry-related professional organizations. To that end, the District will:

1. Provide Employee with 40 hours of leave per year in calendar years 2021 and 2022 for professional development and education;
2. Budget and pay professional dues and subscriptions on behalf of Employee which are reasonably necessary for Employee's participation in national, regional, state or local professional organizations; and
3. Budget and pay the travel and subsistence expenses of Employee for official travel, meetings and occasions reasonably adequate to continue the professional development of Employee, including but not limited to the annual California Fire District Association meeting. Employee shall be responsible for complying with the District's travel and expense reimbursement policies, including providing copies of all receipts, and will not receive more than the maximum reimbursements provided under those policies.

SECTION 7: HEALTH AND WELFARE BENEFITS

7.1 General Terms. Except as otherwise provided in this Agreement, Employee shall be eligible to participate in District benefit programs, including medical, dental, life insurance, disability and retirement programs on the same terms as offered to employees in the District's Firefighter Bargaining Unit, including any amendments to those benefit terms and programs that do not conflict with the expression provisions of this Agreement. The District reserves the right to amend any of the benefit plans or programs described in this section at any time and in accordance with applicable law.

7.2 Health Insurance Benefits.

The District shall provide medical health insurance to employee and his dependents through the CalPERS Health Benefits Program and shall pay the monthly premium for the health insurance plan as follows:

Employee may choose any health plan offered by CalPERS. The District will make the following contributions to the monthly premium. If an employee chooses a more expensive plan, they are responsible for paying any amount above the District's share. The difference, if any, will be deducted through the payroll system on a per pay period basis. If an employee chooses a less expensive plan, the employee will not receive the difference in the costs.

Beginning insurance year 2021 the District's contribution shall be as stated below. If the District's contribution does not pay for 100% of at least half of the employee health insurance plan options for that year, the Parties will meet and confer.

For the 2021 medical insurance plan year, the District's contribution to the monthly premium will be as follows:

Employee only: \$961
Employee plus one dependent: \$1920
Employee plus two or more dependents: \$2497

For the 2022 medical insurance plan year, the Districts contribution to the monthly premium will be as follows:

Employee only: \$1009
Employee plus one dependent: \$2017
Employee plus two or more dependents: \$2622

7.3 Dental Insurance Benefit.

The Employer shall provide dental insurance to its employees and dependents and shall pay the monthly premium for the dental insurance coverage. The District shall pay for the plan level of coverage which provides for \$2000.00 maximum per year for all active employees and dependents.

7.4 Vision Insurance Benefit. The Employer shall provide vision care to employees and their dependents. The Employer shall pay the monthly premiums for employees and their dependents.

7.5 Life Insurance Benefits and Long Term Disability Benefits.

The Employer shall pay all premiums on behalf of employee for the Life Insurance and the C.A.P.F.F. Long Term Disability Plan. The life insurance plan will provide a death benefit of \$10,000 for a spouse, and \$5,000 per child.

The life insurance plan will provide the following benefit for employees:

All employees to age 64 \$100,000.00
Employees age 65 – 69 \$65,000.00
Employees age 70 + \$50,000.00

The C.A.P.F.F. Long Term Disability Plan provides, after a sixty (60) day waiting period, a maximum payout benefit based on the C.A.P.F.F. Long Term Disability Insurance benefit (Plan A).

7.6 Pension Benefits.

Employee is a classic member 3% @ 50, as determined by CalPERS. Employee shall pay 12% contribution to CalPERS. The District shall pay the employer contribution to CalPERS.

In addition to the basic benefits, the following benefits are included:

20042 One Year Final Compensation
20965 Sick Leave Credit
21427 Increase in Non-Job Related Disability Retirement Allowances
21548 Pre-Retirement Optional Settlement 2 Death Benefit

21571 1959 Survivor Benefits
21572 Increased Level of 1959 Survivor Benefits
21573 Third Level of 1959 Survivor Benefits
21574 Fourth Level of 1959 Survivor Benefits
21024 Military Service Credit as Public Service

7.7 Other Post-Employment Benefits.

A. Retiree Health Insurance Benefits.

Employee shall receive the medical benefit defined as 85% of the third highest bay area plan if employee retires prior to December 31st, 2022.

If the employee reduces coverage the reduction will be the new maximum level. No increase to District cost after retirement for level of coverage. I.e.; retiree who left service with a 2 party level plan subsequently removes a dependent, the coverage will reduce to the single level and be fixed at the level. When the employee is eligible for Medicare, then any District provided health insurance benefits become secondary to Medicare benefits upon attaining Medicare eligibility.

B. Retiree Dental Benefit.

Upon retirement prior to December 31st, 2021, and the completion of a minimum of ten (10) years of service to the Employer, should the retired employee elect, the Employer shall pay a pro-rated percentage of this dental insurance premium for the retired employee and his/her dependents. Completion of the minimum ten (10) years of service qualifies the retired employee for an Employer contribution of twenty-five percent (25%) of the monthly premium, following retirement. For those employees with the minimum ten (10) years, each year of subsequent continuous service with the Employer will qualify the retired employee for an additional Employer contribution of two and one-half percent (2.5%) of premium, following retirement, to a maximum of one hundred percent (100%) of premium.

The dental insurance enrollment for each retiree will be the same enrollment that his/her enrolled status was as an employee at the time of retirement. The premium contribution by the Employer will be based on the percentage factor as determined by the employee's years of service prior to retirement, as indicated above. The premium contribution by the retiree will be for the balance of the required premium. The coverage provided to retirees shall be the same as the coverage provided the employees. Upon the death of the employee or the retiree the premium contribution by the Employer will cease. Immediately upon the death of the employee or the retiree the survivor may elect to continue dental coverage by paying 100% of the premium plus a pro-rated administrative fee as specified in COBRA continuation of benefits. The survivor may continue the dental plan till such a time as they deem to discontinue the coverage.

C. Retiree Vision Insurance Benefit.

Retirees may elect to join the Districts group policy, but will be responsible for 100% of the cost and will be billed directly by the current provider.

D. Retiree Life and Disability Insurance Benefits.

Employee is not eligible to receive any District contribution to retiree life or disability insurance benefits.

SECTION 8: PERFORMANCE EVALUATION

- 8.1 The Parties acknowledge that periodic performance evaluations are an important means by which the District and Employee may ensure effective communications regarding expectations and performance. To this end, the District will review and discuss Employee's performance and set performance goals for Employee on an annual basis. Employee acknowledges and accepts the fact that the Board has the right to schedule an evaluation session more frequently than once a year.
- 8.2 Employee will request and schedule the annual performance evaluation as appropriate under District agenda procedures or as otherwise directed by the Board.

SECTION 9: TERMINATION OF EMPLOYMENT

Notwithstanding anything in this Agreement to the contrary, the term of this Agreement may be terminated as follows:

- 9.1 Termination by Employee. Employee may voluntarily terminate employment at any time and agrees to give the District ninety (90) days advance notice of the effective date of Employee's resignation unless the Parties otherwise agree in writing. No severance payment under Section 9.3 will be due if Employee voluntarily terminates employment with the District.
- 9.2 Termination by District. Except as specified in section 2.2 above, Employee is an at-will employee serving at the pleasure of the Board. The Board may remove Employee at any time, either with or without cause, by a majority vote of its members. In the event that the decision is made to remove Employee, the District will provide Employee with written notice of the reason or reasons for removal pursuant to Government Code section 3254, subsection (c). Reasons for removal may include, but are not limited to, incompatibility of management styles, a change in administration or a termination for cause.
- 9.3 Severance. Except as otherwise provided in this Agreement, if Employee is terminated as Fire Chief, then Employee shall be eligible to receive a severance payment in an amount equal to two (2) months of pay in a lump sum cash payment. This severance payment will be increased by one month for each full year of employment, calculated from January 1st to December 31st of each year, up to a maximum severance payment of six (6) months. Employee's eligibility for any severance payment is expressly conditioned upon Employee's execution of: (1) a waiver and release of any and all of Employee's claims against the District and District employees/officials, and (2) a covenant not to sue the District or any District employees/officials. If Employee elects not to sign the waiver, release and covenant not to sue, Employee will not be eligible to receive any Severance.

9.4 Ineligibility for Severance Due to Termination for Cause. If the termination of Employee is the result of District's determination that "cause" for termination exists, Employee shall not be eligible to receive any severance under Section 9.3 above. Any determination of cause requires a vote of four out of five votes of the five member Board sitting in full session and voting for termination. "Cause" is defined as:

1. A conviction, plea bargain, judgement or adverse determination by any court, the State Attorney General, a grand jury, or the California Fair Political Practices Commission involving any felony, intentional tort, crime of moral turpitude or violation of any statute or law constituting misconduct in office, misuse of public funds or conflict of interest;
2. Conviction of a misdemeanor arising out of Employee's duties under this Agreement and involving a willful or intentional violation of law;
3. Willful abandonment of duties;
4. A pattern of repeated, willful and intentional failure to carry out significant and legally constituted policy decision of the Board or a persistent and willful violation of properly established rules and procedures;
5. Any act of dishonesty or fraud; or
6. Any other action or inaction by Employee that materially and substantially harms the District's interests.

9.5 Administrative Appeal of Termination for Cause. Employee's employment is subject to the provisions of the Firefighter Procedural Bill of Rights Act, California Government Code sections 3250, et seq. The Parties understand and acknowledge that the rights and protections described and afforded in the Firefighter Procedural Bill of Rights Act shall apply only to events and circumstances involving performance of Employee's official duties. In the event that Employee is terminated for "cause," Employee will be provided the right to an administrative appeal before an independent hearing officer appointed by the Board. Such hearing officer, after being presented the information and documentation deemed important by Employee, shall make an advisory recommendation to the Board on the issue of whether there was "cause" to separate Employee.

9.6 Death or Disability. This Agreement shall terminate automatically without triggering any severance payment obligations, upon death of Employee or upon separation of Employee from employment due to a disability which prevents him from performing the essential functions of the Fire Chief position, even with reasonable accommodations. As used here, "disability" shall have the same meaning applicable under CalPERS retirement programs. Neither Employee, nor Employee's heirs, administrators, or assigns shall have any right under this Agreement to salary for periods after such death or disability except as otherwise provided by law.

9.7 Compensation Upon Termination. Upon any separation from employment, Employee will be compensated for all accrued but unused vacation leave and any other leave time that is eligible for payment upon separation under the District's rules and procedures. In the event this Agreement is terminated, Employee may elect to retire from the District, provided Employee is eligible for and accepts a CalPERS retirement coincident with Employee's separation.

SECTION 10: GOVERNMENT CODE SECTION 53243 ET. SEQ

- 10.1 In the event the District determines to place Employee on paid leave pending an investigation, Employee shall fully reimburse such pay if he is subsequently convicted of a crime involving an abuse of his office or position.
- 10.2 In the event the District determines to fund all or part of a legal criminal defense for Employee, Employee shall full reimburse such funds if Employee is subsequently convicted of a crime involving an abuse of Employee's office or position.
- 10.3 In the event Employee receives a cash payment under the provisions of Section 9.3 above, Employee shall fully reimburse those funds if he is subsequently convicted of a crime involving an abuse of Employee's office or position.
- 10.4 For purposes of this Section, "abuse of office or position" shall be determined as defined in Government Code section 53243.4.

SECTION 11: OTHER BENEFITS

11.1 Sick Leave.

Employee shall be entitled to accrue sick leave at the rate of 12 hours for each full month of continuous service, and up to 144 hours of sick leave in a year. Sick leave may be used for any reason allowed by law and as described in California Labor Code section 246.5. Unused sick leave hours carryover from year to year.

At the end of each calendar year; a maximum of 96 hours of the annual accumulated sick leave in excess of 1600 hours may be paid at the employee's regular hourly rate of pay in effect on December 31st. The request will be made in writing to the Personnel/Payroll Specialist by December 31st. Payouts will be processed no later than the second full pay period following December 31st. Any employee with a sick leave balance below 1600 hours, may not cash in hours.

Employees may accumulate an unlimited amount of sick leave hours.

Upon retirement, employee shall have the option of:

- a. Convert the entire balance of his/her accumulated sick leave to service credit in accordance with the provisions of the Public Employees Retirement Law (California Government Code Section 20965); or
- b. Employees receive compensation for up to 750 hours of unused sick leave, at the employee's current rate of pay, and convert their remaining sick leave balance to service credit under California Government Code Section 20965.

Upon retirement, any payout will be at the employee's current rate of pay.

Sick Leave Payout shall not be reported to CalPERS for pension calculation.

11.2 Vacation Leave. Employee shall earn and accrue vacation time as follows:

- 9.23 hours per pay period
- Maximum accrual will be 434 hours.

The Employee shall be permitted to convert up to one hundred twenty hours (120) hours of earned and accrued vacation time into monetary compensation each calendar year. The Employee shall be compensated at their regular hourly rate of pay for each hour so converted.

Vacation hours not taken due to duty-related illness and/or injury or operational needs beyond the Employee's control may be compensated for at the Employee's hourly rate of pay at the Fire Board's Discretion.

Upon promotion to the rank of Fire Chief vacation hours in excess of the established maximum will be compensated for at the employee's regular hourly rate of pay immediately prior to the promotion.

When the employee terminates his employment and has earned vacation leave, those hours shall be reimbursed at the employees regular rate of pay. When separation is caused by death of Employee, payment shall be made to the estate of such Employee.

Any Employee incurring a serious injury or illness which requires the Employee to be hospitalized or confined while on paid vacation leave may have those days changed to sick leave with pay and vacation days restored accordingly, provided the Employee has sufficient sick leave accrued and the period of hospitalization and/or confinement is certified by a physician's written statement.

11.3 Holidays. Employee will be permitted to take off those holidays recognized by the District and on which the District's Business Office is closed.

11.4 Management Specialty Pay. The Fire Chief shall receive compensation at a rate of 4.62 hours per pay period calculated at the employees base rate of pay. This Management Specialty Pay meets the definition of special compensation as defined in Cal. Code of Regs., Title 2, Section 571 and shall be incorporated into the unit member's compensation reported to CalPERS for retirement purposes.

11.5 Physical Fitness Program. Employee may, at Employee's option, elect to participate in the wellness/fitness program described in the District's Personnel Policy Guidelines Manual. Any time spent engaged in physical fitness activities shall not be considered hours worked and will not be used as a substitute for performing job duties during business hours.

11.6 Clothing Allowance. Employee shall wear a uniform or business casual attire or as appropriate during the work week. The District shall provide required uniform elements and equipment, as well as appropriate replacements and maintenance. Employee shall receive an annual clothing

allowance of \$500.00. This allowance will be paid in twenty six (26) equal installments of \$19.23. The District will report to CalPERS a uniform allowance of \$500.00 per year as special compensation as employee is a Classic CalPERS member.

- 11.7 Expense Reimbursement. The District recognizes that Employee may incur certain expense of a business-related nature. Unless stated otherwise in this Agreement, the District agrees to reimburse or to pay such business-related expenses which are incurred and submitted according to the District's normal expense reimbursement procedures or such other procedure as may be designated by the Board. To be eligible for reimbursement, all expenses must be supported by documentation meeting the District's normal requirements, submitted within time limits established by District and approved by the Board President or designee.
- 11.8 District Vehicle. The District will provide Employee with a District vehicle for Employee's use in conducting District business. District shall pay all fuel, insurance and maintenance costs for the vehicle. Employee's use of the vehicle shall be limited to district business and ancillary uses necessary to accomplish the duties and responsibilities of the Fire Chief position, including to commute to and from work.
- 11.9 Cellular Telephone. The District shall provide Employee use of a District-issued cell phone for business use.

SECTION 12: MISCELLANEOUS

- 12.1 Indemnification. The District shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged negligent act or omission occurring in the performance of Employee's duties in accordance with the provisions of California Government Code section 810 et seq. In its sole discretion, the District may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered therefrom.
- 12.2 Bond: The District agrees to pay the cost of any fidelity or other bond required by law for the Fire Chief position.
- 12.3 Notices. Any notices to be given hereunder by either party to the other shall be in writing and be transmitted by personal delivery or by mail, postage prepaid, addressed as follows:

To the District:
Board Chair
Central Fire Protection District of Santa Cruz County
930 17th Avenue
Santa Cruz, CA 95062

To Employee:
John Walbridge
Address on File with the District

Notices delivered personally shall be deemed communicated as of the date of actual receipt.
Notices delivered by mail shall be deemed communicated as of the date of postmark.

- 12.4 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and contains all agreements between them with respect to the subject matter thereof. It also supersedes any and all other agreement or contracts, either oral or written, between the Parties with respect to the subject matter hereof.
- 12.5 Amendments. This Agreement may be amended at any time by mutual agreement of the District and the Employee. Any amendments are to be negotiated, put in writing and adopted by the District's Board.
- 12.6 Binding Effect. This Agreement shall be binding on the District and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.
- 12.7 Severability. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable by a court of law, the remainder of this Agreement or portion thereof, shall be deemed severable, and shall remain in full force and effect. The Parties shall discuss what, if any, amendments to make to this agreement if any portion of it is held unconstitutional, invalid or unenforceable by a court of law.
- 12.8 Governing Law. This Agreement shall be governed and enforced according to the laws of the State of California.
- 12.9 Failure to Act. No failure to exercise and no delay in exercising any right, remedy or power set forth in this Agreement shall operate as a waiver to the exercise of that right, remedy or power in the future.
- 12.10 Ambiguities and Uncertainties. This Agreement and any ambiguities or uncertainties herein, or the documents referenced herein, shall be equally and fairly interpreted and construed without reference to the identity of the party preparing this document or the documented referred to herein, on the express understand and agreement that parties participated equally in the negotiation and preparation of this Agreement and the documents referred to herein, or have had equal opportunity to do so. Accordingly, the parties hereby waive the benefit of California Civil Code section 1654 and any success or amended statement providing that in cases of uncertainty, language or a contract should be interpreted most strongly against the party who caused the uncertainty to exist.
- 12.11 Employee's Independent Review. Employee has read and understands this Agreement, that Employee is fully aware of its legal effect, and that Employee has entered into it freely and voluntarily and based on Employee's own judgment and not on any representation or promises other than those contained in this Agreement. Each party will bear its/his own costs including attorneys' fees in connection with the negotiation and execution of this Agreement.
- 12.12 Execution. The District and Employee may execute separate copies of this Agreement, but those separate copies will constitute one agreement and each signed copy will be fully effective as if it

were a single original document. A facsimile or Adobe portable document format ("pdf") copy of this Agreement shall be as effective as an original.

12.13 Effective Date. This Agreement shall be effective commencing January 1, 2021.

IN WITNESS WHEREOF, the Board of Directors has caused this Agreement to be signed and executed in its behalf by its President and duly attested by the Clerk of the Board, and the Employee has signed and executed this Agreement, both in duplicate, effective on the day and year first above written.

On Behalf of the District

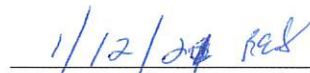
On Behalf of Employee



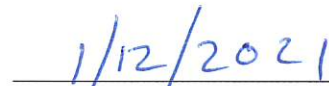
Chair, Board of Directors



(H. L. BENDER)



Date

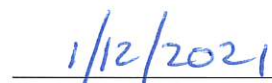


Date

ATTEST:



Clerk of the Board



Date

MEMORANDUM
OF
UNDERSTANDING
CENTRAL FIRE PROTECTION DISTRICT
AND
CENTRAL FIRE DISTRICT
CHIEFS OFFICERS' ASSOCIATION

JANUARY 1, 2021
Through
DECEMBER 31, 2022

TABLE OF CONTENTS

I	PREAMBLE.....	1
II	RECOGNITION.....	1
III	MANAGEMENT RIGHTS.....	1
IV.	MAINTENANCE OF BENEFITS.....	1
V.	DISCRIMINATION.....	2
VI.	WAGES & HOURS.....	2
VII.	PROBATIONARY PERIOD.....	6
VIII	RETIREMENT.....	7
IX	HOLIDAYS.....	8
X	SICK LEAVE.....	8
XI	BEREAVEMENT LEAVE.....	9
XII	VACATION LEAVE.....	10
XIII	LIFE INSURANCE AND SALARY CONTINUANCE INSURANCE.....	11
XIV	MEDICAL HEALTH/DENTAL INSURANCE.....	11
XV	VISION INSURANCE.....	14
XVI	CLOTHING.....	15
XVII	PROFESSIONALIZATION.....	15
XVIII	GRIEVANCE PROCEDURES.....	15
XIX	LAYOFF AND REHIRE PROCEDURE.....	18
XX	COMMENCEMENT OF NEGOTIATIONS.....	18
XXI	EFFECTIVE DATE.....	18
XXII	TERM.....	19

01/08/2021

SIGNATURES.....	20
APPENDIX A.....	21

I. PREAMBLE

This Memorandum of Understanding (MOU) is entered into by and between the Central Fire Protection District (Employer or District) and the Central Fire District Chief Officers' Association (Employees or Association) pursuant to the Meyers-Milias Brown Act (Gov. Code §§ 3500-3511) and has been jointly prepared by the parties.

II. RECOGNITION

The Association is hereby acknowledged by the District as the recognized employee organization for the purpose of meeting and conferring on matters within the scope of representation for individuals employed by the District in the Chief Officers' bargaining unit, which consists of the following full-time positions: Assistant Chief, Division Chiefs.

III. MANAGEMENT RIGHTS

The District has exclusive and inherent management rights with respect to matters of policy. These include, among others: the exclusive right to determine the mission of the District; to set standards of service; to determine the procedures and standards for selection for employment; to direct its employees, including scheduling and assigning work, work hours and overtime; to take disciplinary action, subject to the requirements of applicable law; to establish employee performance standards and to require compliance therewith; to relieve its employees from duty because of lack of work, funds or other legitimate reasons; to maintain the efficiency of District operations; to determine the methods, means and the number and kinds of personnel by which District operations are to be conducted; to take all necessary actions to carry out its mission in emergencies; to exercise its discretion to organize and reorganize its department and affairs, and to otherwise exercise complete control and discretion over its organization and the technology of performing its work; to determine the content of job classifications; to implement rules, regulations and directives consistent with the law and the specific provisions of this MOU. The District's exercise of the above listed rights shall be in accordance with law and the specific provisions of this MOU, including the provision regarding advance notice when applicable.

IV. MAINTENANCE OF BENEFITS

All rights, terms and conditions of employment, subject to the meet and confer process, not specifically covered by this Agreement shall remain in effect until changed by mutual agreement.

The District and the Association or their properly designated representatives shall meet and confer in good faith regarding wages, hours, and terms and conditions of employment. Both parties shall consider fully such presentations as are made by the

Association or the District prior to arriving at a determination of policy or course of action.

The District agrees to maintain all benefits for the duration of this contract.

V. DISCRIMINATION

There shall be no discrimination by the Association, the District, or any District employee because of sex, race, color, ancestry, religion, national origin, physical or mental disability, medical condition, age, marital status, the taking of family and medical leave per the Family and Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), pregnancy, sexual orientation, gender identity, or participation in legitimate Union activities. Complaints alleging discrimination based on legitimate Association activities shall be processed as grievances under this agreement. All other complaints of discrimination shall be processed in accordance with the District's policy prohibiting discrimination, harassment and retaliation.

VI. WAGES & HOURS

During the term of this contract, the following salary raises will be in effect:

- Effective the first full pay period in July 2021 – 3%

For purposes of determining the hourly rate for 40-hour employees, the annual salary is divided by 2080.

The agreed difference between steps is 5%. The agreed difference between the ranks of Battalion Chief 3 and Division Chief 1 is 5% above Battalion Chief III including base salary, holiday pay, and paramedic incentive. The agreed difference between Division Chief 3 and Assistant Chief 1 is 5%.

The Employer will pay the salary rates reflected in the Salary Schedule set forth in Appendix A.

All step increments in salary are merit steps and occur annually. Step increases are effective the first day of the pay period following the employee's anniversary date. Based on prior experience and certifications the Fire Chief may start an employee above Merit Step I.

All active employees represented by this Agreement shall be assigned to weekly work shifts of 40 hours, unless on special assignments as designated by the Fire Chief of the District. The weekly work shifts for employees can be four days per week, ten hours per day or 5 days per week, eight hours per day or the "9 – 80" schedule. The schedule will be determined by the Fire Chief.

01/08/2021

A. OUT OF CLASS COMPENSATION

Those employees required to work out of class (upward) shall be compensated at the same rate of pay that they would receive if appointed to that position (except Fire Chief see below); however, such employees, shall not be compensated at a rate that exceeds the lowest paid employee regularly assigned to that higher level position, exclusive of any incentives. Additionally, employees who are scheduled to work out of class for more than 8 work days shall receive the higher pay rate as compensation for vacation, sick leave, and any other compensated time off that occurs while working out of class. Once the employee returns to their regular class, their compensated time off reverts to their regular pay rate.

Employees appointed by the governing body of the District to Interim or Temporary Fire Chief shall be compensated at a rate that is equal to 5% above the salary of a Step 2 Assistant Chief.

Employees who work out of class shall continue to receive all other compensation of their normally held position including but not limited to Education Pay, and Specialty Pay. In addition, employees will continue to accrue paid leave at the same rate as their normally held position.

Employees who work in a higher class in an acting position or temporary upgrade assignment shall have their premium pay for regularly scheduled hours reported to CalPERS for pension calculation pursuant to the California Code of regulations, Title 2, Section 571 as Temporary Upgrade Pay. Premium compensation for Upgrade Pay for overtime hours is not reportable.

Out of Class Pay is not reportable to CalPERS for PEPRA members.

B. OVERTIME

In the event an Employee is assigned as a strike team leader/overhead for an emergency incident response, Employee will receive their normal compensation for their normally assigned work hours. Any hours beyond their normally assigned work hours will be compensated for at time and one-half.

As deemed appropriate by the Fire Chief, employees may receive compensation at time and one-half outside of their regularly scheduled hours for local, county, state, federal, disasters/state of emergencies.

Excluding hours worked due to local, state, federal, disasters/state emergencies, each employee is exempt from overtime under the Fair Labor Standards Act. An employee who works more than 40 hours in a week may accrue one hour of paid Flex Time for each hour worked above 40 hours. Employees' Flex Time balance may not exceed 100 hours without prior approval from the Fire Chief.

Upon promotion into the positions of Division Chief or Assistant Chief, the employee shall have all accrued Compensatory Time Off (CTO) paid off at the time of the promotional appointment, at the regular rate of pay for the previously held class.

C. EDUCATION/CERTIFICATION INCENTIVE

Employees may pursue additional compensation above their individual merit salary step increments through the Employer Education Incentive Plan.

A pay rate incentive program recognizing individual educational initiative shall be awarded to all employees who possess a college level degree from an accredited college or university, and certain State Certification Levels

To participate in the education (pay) incentive program, the employee must have satisfactorily completed a probationary period as prescribed by the Employer, and must possess either an Associate Degree, Bachelor's Degree or Masters' Degree in any field of study. An additional incentive level is available for those Employees who have completed and are in possession of a California Chief Officer Certification or a California Certified Chief Officer.

- **The First Incentive Level:** An employee meeting the above requirements, and who possesses an Associate Degree shall receive \$188 per month.
- **The Second Incentive Level:** An employee meeting the above requirements, and who possesses a Bachelor's Degree shall receive \$282 per month.
- **The Third Incentive Level:** An employee meeting the above requirements, and who possesses a Master's Degree shall receive \$377 per month.

The above incentives cannot be combined or compounded. The following incentive shall be compounded if the employee has met the requirements for First, Second, or Third Incentive Level.

- **The Fourth Incentive Level:** An employee meeting the above requirements, and who possesses a California Chief Officer Certification or a California Certified Chief Officer certificate or has completed the National Fire Academy Executive Fire Officer program, shall receive \$400 per month.

When an employee elects to convert his/her time into monetary compensation, the educational pay incentive will be considered to be part of an employee's hourly rate.

Education incentive is reportable special compensation to CalPERS for pension calculation.

D. SPECIAL ASSIGNMENTS

Employees may be appointed to perform the duties of one or more special assignments. Employees appointed to a special assignment will be required to meet the minimum requirements of that assignment, including any continuing education requirements (which generally consist of a minimum of 24-hours of continuing education per year, including didactic and manipulative training, i.e. hands-on, drills, exercises, etc.) The Training Division shall coordinate all courses and/or trainings respective to a special assignment.

NOTE: All employees appointed to a special assignment shall complete any initial or minimum training required, including receipt of any required certifications or passage of any applicable medical examinations necessary to obtain a certification or license. Employees who do not meet applicable Federal, State and Local requirements for the position will not be eligible for initial appointment. Once appointed, employees are required to maintain all applicable certifications and complete required continuing education mandates. Employees appointed to a position who are required to attend training off duty to meet this requirement will be paid overtime compensation for such work.

The Fire Chief, in consultation with the Fire District Training Chief and related agencies that the Fire District interfaces with (e.g., State Fire Training, California Specialized Training Institute [CSTI]), shall establish the certification requirements and continuing educational requirements for the special assignments listed below.

Employees who wish to be removed from a special assignment may request to be removed by submitting a letter, requesting removal, to their Supervisor following the appropriate chain of command. The letter will then be forwarded to the Fire Chief who will determine if the request will be granted or denied.

Compensation for specialty pay will be paid biweekly.

D. 1. Hazardous Materials Specialist

Employees may be eligible for appointment to assignment as a Hazardous Materials Specialist. Employees assigned as a Hazardous Materials Specialist will be required to have specialized training, increased responsibilities on incidents and subject to an increased safety risk due to increased exposure to toxic, radioactive, explosive or other hazardous substances. To be eligible for appointment to this assignment, an employee must possess certification from the State of California, in accordance with State Fire Training as a Hazardous Materials Specialist. Employees in this assignment will be required to satisfy the continuing education requirements as required by CAL/OSHA, maintain annual Haz-Mat related physical (medical) requirements and satisfy all requirements to be an employee of the Santa Cruz Hazardous Materials Incident Team (SCHMIT). Employees appointed to this assignment must maintain an active role in the Santa Cruz Hazardous Materials

Incident Team (SCHMIT) and are routinely and consistently required to respond to situations involving exposure to hazardous materials. Employees appointed to this position will be eligible to receive special assignment pay, which will be equal to \$500 per month. Hazardous Materials Specialist incentive is reportable special compensation to CalPERS for pension calculation.

D. 2. Management Specialty Pay

All employees in the Chief Officers Association shall receive compensation at a rate of 4.62 hours per pay period calculated at the employees' base rate of pay. This Management Specialty Pay meets the definition of special compensation as defined in Cal. Code of Regs., Title 2, Section 571 and shall be incorporated into the unit member's compensation reported to CalPERS for retirement purposes.

VII. PROBATIONARY PERIOD

A. LENGTH OF PROBATIONARY PERIOD

All current personnel appointees and new hires to a position shall serve a probation period for twelve (12) months.

B. PERFORMANCE EVALUATION PROCESS

Probationary new Employees are subject to dismissal during the probationary period at the discretion of the Fire Chief.

A Member serving a probationary period after a promotion may be returned to his/her former position if the Fire Chief determines that he/she is incapable of fulfilling the new duties within the period of probation.

Upon successful completion of the probationary period, a Member shall be considered for permanent status.

C. PERFORMANCE REPORTS

It is the policy of the District that regular reports be made as to the efficiency, competency, conduct and merit of its Employees. To this end, it is declared to be the responsibility of the Fire Chief and his/her subordinate supervisors that these evaluations be prepared for Employees in accordance with District Resolution.

VIII. RETIREMENT

For Classic employees hired prior to 1/1/2011: The Employer is a participant in the California Public Employee's Retirement System (CalPERS), Local Safety, three percent of the final compensation at age 50.

For Classic employees hired on or after 1/1/2011: The Employer is a participant in the California Public Employee's Retirement System (CalPERS), Local Safety, three percent of the final three-year average compensation at age 55.

For New employees hired on or after 1/1/2013: The Employer is a participant in the California Public Employee's Retirement System (CalPERS), Local Safety 2.7% of the final three-year average compensation at age 57.

Classic employees as determined by CalPERS shall pay twelve percent. The District shall pay the employer contribution to CalPERS.

New employees as determined by CalPERS, shall pay 50% of the normal cost of their pension as periodically set by CalPERS.

The District shall provide tax deferral of the employee's contributions to CalPERS to the extent provided in the Internal Revenue Code.

The following provisions of the California Government Code apply to the retirement benefit plan for the bargaining unit:

Section 21362.2	3% @ 50 for employees hired on or before 12/31/10
Section 21363.1	3% @ 55 for employees hired after 12/31/2010
Pension Reform Act	2.7% @ 57 for employees hired after 1/1/2013
Section 20042	One year final compensation for employees hired on or before 12/31/2010
Section 20037	3 year average for employees hired after 12/31/2010
Pension Reform Act	3 year average for employees hired after 1/1/2013
Section 21574.5	Indexed level of 1959 Survivor benefit
Section 21623.5	5,000.00 Retired Death benefit
Section 21337.1	Purchasing Power Protection allowance of 80%
Section 21329	Cost of living adjustment at 2%

01/08/2021

Section 20965	Credit for unused sick leave (unlimited)
Section 21380–21387	1959 Survivors Program- indexed level

IX. HOLIDAYS

In lieu of holiday compensation, employees shall receive twelve (12) full-paid holidays designated as follows:

New Year's Day	Veterans Day
Martin Luther King, Jr.	Thanksgiving Day
Presidents Day	Friday after Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve

NOTE: Holidays falling on a Saturday will be observed the preceding Friday and holidays falling on a Sunday will be observed on the following Monday. Holidays falling on the Employee's flex day will be observed the day before or after the holiday.

X. SICK LEAVE

Employees shall accrue sick leave at the rate of twelve (12 hours) hours each month. Sick leave may be used for personal illness, physical incapacity, or the illness of a family employee. Sick leave shall not be construed to be a privilege, which an employee may use at his/her discretion but shall be allowed only in cases of necessity as herein set forth.

For absences due to the illness of the employee for more than two consecutive work days the employee may be required to provide a paper copy of a medical excuse from a Physician or authorized representative upon the request of his/her immediate supervisor or the Fire Chief. Upon return to duty, this document will be submitted to the immediate supervisor who will then submit it to the Human Resources Director as soon as possible.

At the end of each calendar year, a maximum of 96 hours of the annual accumulated sick leave in excess of 1600 hours may be paid at the employee's regular hourly rate of pay in effect on December 31st. The request will be made in writing to the Personnel/ Payroll Specialist by December 31st. Payouts will be processed no later than the

second full pay period following December 31st. Any employee with a sick leave balance below 1600 hours may not cash in hours.

Employees may accumulate an unlimited amount of sick leave hours.

Upon retirement, employees shall have the option of:

- A. Convert the entire balance of his/her accumulated sick leave to service credit in accordance with the provisions of the Public Employees Retirement Law (California Government Code Section 20965);
or
- B. Receive compensation for up to 750 hours of unused sick leave and convert their remaining sick leave balance to service credit under California Government Code Section 20965.

Upon retirement, any payout will be at the employee's current rate of pay.

Sick Leave Payout shall not be reported to CalPERS for pension calculation.

XII. BEREAVEMENT LEAVE

In the event of a death in the employee's immediate family, the employee shall be granted, 40 hours of paid bereavement leave.

Immediate family members consist of:

- The parents of the employee,
- The employees' spouse or domestic partner,
- The parents of the employee's spouse or domestic partner,
- The stepparents of the employee and/or employee's spouse or domestic partner,
- The grandparents of the employee,
- The siblings of the employee
- The children, stepchildren, and/or adopted children of the employee and/or the employees' spouse or domestic partner

XII. VACATION LEAVE

Employees shall earn and accrue vacation time as follows:

YEARS OF SERVICE	HOURS ACCRUED PER PAY PERIOD	MAXIMUM NUMBER OF DAYS PER YEAR	MAXIMUM NUMBER OF HOURS PER YEAR	MAXIMUM NUMBER OF HOURS THAT CAN BE ACCRUED
1-5	4.62	15	120	240
6-11	6.46	21	168	336
12-17	7.69	25	200	434
18 +	9.23	30	240	434

The total number of hours to be earned in any one (1) calendar year shall not exceed 240 hours after 18 years.

Employees shall be permitted to carry-over or accrue vacation to the maximum established above, after which time, no further hours will be earned or accrued.

On or before December 15th, if employees elect to receive compensation for unused vacation, the request will be made in writing to the Personnel/Payroll Specialist. The request for pay will designate the number of hours, not to exceed 120 hours, for which they are requesting compensation. The hours shall be paid at straight time, including any approved educational incentive pay, in effect as of December 31st.

Vacation hours not taken due to duty-related illness and/or injury or operational needs beyond the Employee's control may be compensated for at the Employee's hourly rate of pay at the Fire Chief's discretion.

Upon promotion to the rank of Division Chief or Assistant Chief vacation hours in excess of the established maximum will be compensated for at the employee's regular hourly rate of pay immediately prior to the promotion.

D. Full-Time Employees

- D.1. Any full time Employee in continuous full-time service of the District who terminates her/his employment and has earned vacation time shall be paid for such time on the effective date of such termination. When separation is caused by death of Employee, payment shall be made to the estate of such Employee.
- D.2. Any Employee incurring a serious injury or illness which requires the Employee to be hospitalized or confined while on paid vacation leave may have those days changed to sick leave with pay and vacation days restored accordingly, provided the Employee has sufficient sick leave accrued and the period of hospitalization and/or confinement is certified by a physician's written statement.

No vacation with pay is allowable to part-time, emergency, relief, seasonal, or extra help Employees, nor to Employees paid solely on an hourly basis.

XIII. LIFE INSURANCE AND SALARY CONTINUANCE INSURANCE

The Employer shall pay all premiums on behalf of employees for the Life Insurance and the C.A.P.F.F. Long Term Disability Plan. For all full-time employees, the life insurance plan will provide a death benefit of \$10,000 for a spouse, and \$5,000 per child.

The life insurance plan will provide the following benefit for employees:

All employees to age 64	\$100,000.00
Employees age 65 – 69	\$65,000.00
Employees age 70 +	\$50,000.00

The C.A.P.F.F. Long Term Disability Plan provides, after a sixty (60) day waiting period, a maximum pay out benefit based on the C.A.P.F.F. Long Term Disability Insurance benefit (Plan A).

RETIREEES

Retirees may purchase life insurance through the employer's plan but must pay 100% of the premium.

XIV. MEDICAL HEALTH/DENTAL INSURANCE

Medical Health/Dental Insurance

The District shall provide medical health insurance to employees and their dependents through the CalPERS Health Benefits Program and shall pay the monthly premium for the health insurance plan as follows:

Employees may choose any health plan offered by CalPERS. The District will make the following contributions to the monthly premium. If an employee chooses a more expensive plan, they are responsible for paying any amount above the District's share. The difference, if any, will be deducted through the payroll system on a per pay period basis. If an employee chooses a less expensive plan, the employee will not receive the difference in the costs.

Beginning insurance year 2021, the District's contribution shall be as stated below. If the District's contribution does not pay for 100% of at least half of the employee health insurance plan options for that year, the Parties will meet and confer.

For the 2021 medical insurance plan year, the Districts contribution to the monthly premium will be as follows:

Employee only: \$961
Employee plus one dependent: \$1,920
Employee plus two or more dependents: \$2,497

For the 2022 medical insurance plan year, the Districts contribution to the monthly premium will be as follows:

Employee only: \$1,009
Employee plus one dependent: \$2,017
Employee plus two or more dependents: \$2,622

Retiree Tier One

Central Fire District employees who retire on or before December 31, 2022

Shall receive the medical benefit defined as 85% of the third highest bay area plan.

If a retiree reduces coverage the reduction will be the new maximum level. No increase to District cost after retirement for level of coverage. I.e.; retiree who left service with a 2 party level plan subsequently removes a dependent, the coverage will reduce to the single level and be fixed at the level.

Retiree Tier Two

Those persons hired prior to date of consolidation, and those who retire after January 1, 2023 the District will contribute the following upon retirement:

- The same level of coverage as current employees.
- At age 65, retirees will receive half of their current medical benefit with no further increases, the maximum contribution will be half of their current medical benefit.

If a retiree reduces coverage the reduction will be the new maximum level. No increase to District cost after retirement for level of coverage; i.e. retiree who left service with a 2 party level plan subsequently removes a dependent, the coverage will reduce to the single level and be fixed at the level. This will apply at any age; i.e. even after age 65. If an employee adds a dependent after they have dropped to a lower coverage level then they can purchase the additional coverage through the Districts plan at 100% cost to the employee.

The Retiree must have served a minimum of five years as a full-time employee in the CalPERS system to qualify.

The Retiree must retire as a full time member of the District.

The Retiree must retire at or after the established minimum age for CalPERS retirement, disability retirement, or an Industrial Disability Retirement with stipulated coverage for health care.

The Retirees retirement effective date must be less than 120 days after separation from employment once retired, the retirees Health benefits Officer or Personnel Officer will be CalPERS (all changes to your health enrollment are managed by CalPERS).

Retiree Tier Three (All Future Employees)

Those persons hired on or after the date of consolidation, the District will contribute the following upon retirement:

- The same level of coverage as current employees, at the Employee only classification.
- At age 65, the District will contribute \$450 per month into a CALGOVEBA account.

A minimum of 15 years of service to the District is required to be eligible for 75% of the employee only rate of retiree health care. The percentage of health care will increase by 5% of the employee only rate per year (80% at 16 years, 85% at 17 years, 90% at 18 years, 95% at 19 years, so that at 20 years the coverage will be at 100% of the employee only rate.)

The Retiree must have served a minimum of five years as a full-time employee in the CalPERS system to qualify.

The Retiree must retire as a full-time member of the District.

The Retiree must retire at or after the established minimum age for CalPERS retirement, disability retirement, or an Industrial Disability Retirement with stipulated coverage for health care.

The Retirees retirement effective date must be less than 120 days after separation from employment once retired, the retirees Health Benefits Officer or Personnel Officer will be CalPERS (all changes to your health enrollment are managed by CalPERS).

Dental Insurance

The Employer shall provide dental insurance to its employees and dependents and shall pay the monthly premium for the dental insurance coverage. The District shall pay for the plan level of coverage which provides for \$2,000.00 maximum per year for all active employees and dependents.

Retiree Tier One

Upon retirement prior to December 31st, 2021, and the completion of a minimum of ten (10) years of service to the Employer, should the retired employee elect, the Employer shall pay a pro-rated percentage of this dental insurance premium for the retired employee and his/her dependents. Completion of the minimum ten (10) years of service qualifies the retired employee for an Employer contribution of twenty-five percent (25%) of the monthly premium, following retirement. For those employees with the minimum ten (10) years, each year of subsequent continuous service with the Employer will qualify the retired employee for an additional Employer contribution of two and one-half percent (2.5%) of premium, following retirement, to a maximum of one hundred percent (100%) of premium.

The dental insurance enrollment for each retiree will be the same enrollment that his/her enrolled status was as an employee at the time of retirement. The premium contribution by the Employer will be based on the percentage factor as determined by the employee's years of service prior to retirement, as indicated above. The premium contribution by the retiree will be for the balance of the required premium. The coverage provided to retirees shall be the same as the coverage provided the employees. Upon the death of the employee or the retiree the premium contribution by the Employer will cease. Immediately upon the death of the employee or the retiree the survivor may elect to continue dental coverage by paying 100% of the premium plus a pro-rated administrative fee as specified in COBRA continuation of benefits. The survivor may continue the dental plan till such a time as they deem to discontinue the coverage.

Retiree Tier Two

Employees retiring on or after January 1, 2021, the district will no longer pay for dental insurance. As an option, retirees may purchase dental insurance through the employer's plan but must pay 100% of the premium.

XV. VISION CARE

The Employer shall provide vision care to employees and their dependents. Coverage shall be as outlined in the VSP Vision Plan, provided through Lawson Hawks Insurance Associates. The Employer shall pay the monthly premiums for employees and their dependents. Retirees may elect to join on to Central Fire's group policy but will be responsible for 100% of the cost and will be billed directly by the current provider.

01/08/2021

XVI. CLOTHING

The District will provide non-safety and safety attire. Employees will be responsible for maintenance of all non-safety clothing.

The District will report to CalPERS a uniform allowance of \$500.00 per year as special compensation for each Classic CalPERS member. The uniform allowance will be reported in twenty-six (26) equal installments of \$19.23.

For PEPRAs employees, a \$500.00 uniform allowance will be paid as compensation. The uniform allowance will be paid in twenty-six (26) equal installments of \$19.23. The uniform allowance for PEPRAs members will not be reported to CalPERS.

XVII. PROFESSIONALIZATION

All "related duties" assigned to employees are to be tasks directly related to the fire service, as determined by the Fire Chief. "Related Duties" can pertain to stations, facilities, apparatus, and equipment maintenance/improvement.

XVIII. GRIEVANCE PROCEDURES

GRIEVANCE DEFINED/SCOPE

A grievance shall be any dispute concerning the interpretation, application, or compliance with this Agreement or District rule, written policy or regulation as they relate to this Agreement. The aggrieved employee has the right to representation at any level or step of the grievance procedure.

PROCEDURE:

The parties recognize that early settlement of a grievance is essential. Therefore, it is agreed that during the term of this Agreement, grievances of all manner, including disciplinary matters, shall be resolved in the manner set forth herein.

STEP 1: An employee who believes he/she has a grievance shall within ten (10) calendar days of the events giving rise to the grievance or within ten (10) calendar days of the time the grievant became aware or reasonably should have become aware of the facts giving rise to the grievance shall discuss the matter with his/her immediate supervisor (informal procedure).

STEP 2: If a resolution is not possible under STEP 1, within ten (10) calendar days of the occurrence, the aggrieved employee shall present the grievance in writing to his/her immediate supervisor (formal procedure).

A. The written grievance shall contain information, which identifies:

1. The aggrieved employee.
2. The specific nature of the grievance.
3. The time and place of its occurrence or discovery.
4. The existing rule, written policy, regulation or agreement alleged to have been violated, improperly interpreted, applied or misapplied, if any.
5. The consideration given or steps taken to attempt informal resolution.
6. The corrective action desired.

- B. A decision by the aggrieved employee's supervisor shall be made in writing within (10} calendar days of receipt of the written grievance.

STEP 3: If not satisfied with the decision under STEP 2, the aggrieved employee may, within ten (10} calendar days after receipt of that written decision, refer the matter to the Fire Chief in writing. The Fire Chief will provide the aggrieved employee a decision in writing within ten (10} days of receipt of the written grievance.

STEP 4: If dissatisfied, the aggrieved employee may, within ten (10} calendar days after receipt of the decision under STEP 3, refer the matter to a panel. The panel will consist of four (4} employees; two (2} chosen by the Association, and two (2} employees chosen by the Fire Chief or his/her designee. The panel will meet, review the facts, and make its recommendation in writing to both parties.

NOTE: With regard to a dispute that arises out of the action of the Fire Chief (as distinguished from a lower level supervisor), the aggrieved employee may bypass STEP 1 & STEP 2, aforementioned.

A grievance filed by the Association shall start at STEP 3, unless the above "NOTE" applies.

STEP 5: ARBITRATION

If the aggrieved employee is dissatisfied with the recommendation under STEP 4, the aggrieved employee may request arbitration. The arbitration request must be in writing to the Chair of the Board of Directors. This must be completed no later than fourteen (14) calendar days after receiving the recommendation from the panel, listed in STEP 4 of this agreement.

The aggrieved employee and the Fire Chief or designee shall mutually select an arbitrator. If the parties are unable to mutually agree on an arbitrator, they shall contact the State of California Mediation and Conciliation Service to request that a list of seven

(7) possible arbitrators be provided. Upon receipt of seven (7) possible arbitrators the parties will meet to select the final arbitrator. The loser of a single coin toss will eliminate the first name of the possible seven (7) arbitrators. The parties shall then alternately strike names from the list of seven (7) arbitrators until such time as there is only one name remaining. The last arbitrator left shall be used. The aggrieved employee and/or his or her representative, along with the Employer, shall present all the facts pertaining to the grievance to the arbitrator.

- A. Decisions by the arbitrator shall be final and binding. The arbitrator's compensation and expenses, costs of the reporter, and transcripts shall be borne equally by the employee (grievances) or COA (disciplinary appeal) and the Employer. Time limits as noted herein may be extended or waived by mutual written agreement of the parties involved.
- B. The arbitrator will not add to, detract from, or modify the language of the Agreement in considering any issue properly before him or her.
- C. The arbitrator will expressly confine themselves to the precise issues raised by the grievance and submitted to them and will have no authority to consider any other issue not so submitted.
- D. Any monetary award in favor of the grievant is limited to lost wages suffered from the date of the grievance forward.

All time limits as noted in any step of the grievance procedure may be extended or waived by mutual written agreement of the parties involved.

NOTE: Compliance with the arbitrator's final decision must occur within thirty (30) calendar days of receipt of the written notice of the decision.

No reprisal shall result to any employee or organization that prepares or presents any grievance under this procedure.

BINDING ARBITRATION

Request for binding arbitration must go before the voters of the Central Fire Protection District.

XXIV. LAYOFF AND REHIRE PROCEDURE

LAYOFF PROCEDURES

In the event that a layoff should become necessary, it will be conducted in the following manner:

01/08/2021

1. The ranks of Firefighters through and including Assistant Chief shall be laid off on a strict seniority basis, with the last employee hired to be the first laid off.
2. For purposes of this procedure, seniority shall be defined as continuous service time with Employer or any previous fire departments, districts or agencies that become a part of the Central Fire Protection District. Approved leaves, absences and suspensions are considered continuous service in regards to layoff procedures.
3. Volunteer service shall not be considered for seniority. Where military service, as described in the Military and Veterans Code, has interrupted service as described above, such military service shall be described as continuous service time.

Seniority is determined by date of hire as a full-time, paid employee.

REHIRE PROCEDURE

When funds become available for rehiring, the process shall be as follows: The last employee laid off shall be the first to be rehired. Any person being rehired must pass a physical examination equivalent to that required for initial hiring into the District. Any person unable to pass the physical examination shall not be rehired. Cost of the physical examination shall be borne by the Employer. There shall be no time-limit for this rehire procedure.

XXV. COMMENCEMENT OF NEGOTIATIONS

The Employer and the Association shall commence negotiations for a subsequent memorandum of understanding not later than four months before the expiration of this agreement.

XXVI. EFFECTIVE DATE

After execution by all parties to this Agreement, no changes, amendments or adjustments to this Agreement shall be made by any party to this Agreement, except upon mutual agreement between the contracting parties. Any such mutual agreement shall be evidenced by a writing setting forth the mutual agreement of the parties and incorporating the mutual agreement into this Agreement.

After meeting and conferring in good faith, the preceding terms and conditions of employment will be in effect commencing January 1, 2021, except as noted herein.

This Agreement shall remain in effect through December 31, 2022, or until a new agreement is agreed upon by the parties, subject to the Employer's emergency powers under Government Code Section 3504.5.

XXVII. TERM

Except as may be otherwise specifically provided herein, this Agreement shall be effective January 1, 2021 through December 31, 2022.

SIGNATURES

FOR THE CHIEF OFFICERS'
ASSOCIATION


Signature

Signature

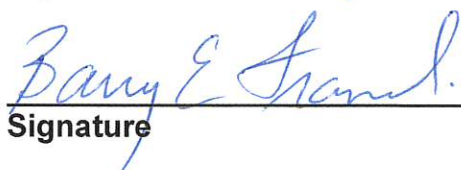
FOR THE EMPLOYER – CENTRAL
FIRE DISTRICT


Signature


Signature


Signature


Signature


Signature

January 1, 2021	Monthly	Annually	Hourly
Step I DIVISION CHIEF 5% over total pay of 3605 BC III Jan-Jun 21			
DIVISION III (5%)	\$17,871.22	\$214,454.62	\$103.10
II (5%)	\$17,020.21	\$204,242.49	\$98.19
I (5%)	\$16,209.72	\$194,516.66	\$93.52
ASSISTANT CHIEF II (5%)	\$19,703.02	\$236,436.21	\$113.67
I (5%)	\$18,764.78	\$225,177.35	\$108.26

July 1, 2021			
Step I DIVISION CHIEF 5% over total pay of 3605 BC III Jul-Dec 21			
DIVISION III (5%)	\$18,407.36	\$220,888.32	\$106.20
II (5%)	\$17,530.82	\$210,369.83	\$101.14
I (5%)	\$16,696.02	\$200,352.22	\$96.32
ASSISTANT CHIEF II (5%)	\$20,294.11	\$243,529.38	\$117.08
I (5%)	\$19,327.73	\$231,932.74	\$111.51



Santa Cruz Local Agency Formation Commission

Date: February 3, 2021
To: LAFCO Commissioners
From: Joe Serrano, Executive Officer
Subject: **Letters from CALAFCO and the County of Santa Cruz**

SUMMARY OF RECOMMENDATION

LAFCO staff typically receives and distributes written correspondence regarding active proposals, CALAFCO news, or other relative documents. This agenda item is for informational purposes only and does not require any action. Therefore, it is recommended that the Commission receive and file the Executive Officer's report.

EXECUTIVE OFFICER'S REPORT:

In December 2020, CALAFCO published its 2021 calendar of events (**Attachment 1**). CALAFCO is currently working on adding educational webinars for the first half of 2021 once dates are confirmed. In light of the pandemic, CALAFCO is planning with flexibility in mind.

In mid-January 2021, the County notified LAFCO that there is a vacancy on the Santa Cruz County Consolidated Redevelopment Successor Agency Oversight Board (COB), as shown in **Attachment 2**. The Independent Special District Selection Committee is authorized to address vacancies in the COB pursuant to Government Code Section 34179(j). LAFCO will assist the Selection Committee with the entire election process. LAFCO began soliciting nominations in late-January. The Commission is tentatively scheduled to certify the election results by May 2021.

Respectfully Submitted,

A blue ink signature of Joe A. Serrano, written in a cursive style.

Joe A. Serrano
Executive Officer

Attachments:

1. CALAFCO Event Schedule (2021 Calendar Year)
2. County Redevelopment Successor Agency Oversight Board (Notice of Vacancy)

2021 Events Calendar

JANUARY

- 8** CALAFCO Legislative Committee (Virtual)
- 19** CALAFCO Monthly EO meeting (Virtual)
- 21** CALAFCO Board of Directors Strategic Planning Session (Virtual)
- 22** CALAFCO Board of Directors Meeting (Virtual)
- 21-22& 28-29** League New Mayor & Council Academy (Virtual)
- 27-28** CA Assn. of Sanitation Agencies Conference (Virtual)

FEBRUARY

- 16** CALAFCO Monthly EO meeting (Virtual)
- 19** CALAFCO Legislative Committee (Virtual)

MARCH

- 17-19** CALAFCO Staff Workshop (Newport Beach)
- 26** CALAFCO Legislative Committee (Virtual)

APRIL

- 19** CALAFCO Monthly EO meeting (Virtual)
- 30** CALAFCO Board of Directors Meeting (Virtual)

MAY

- 7** CALAFCO Legislative Committee (Virtual)
- 11-14** Assn. of CA Water Agencies Conference (Monterey)
- 17** CALAFCO Monthly EO meeting (Virtual)

JUNE

- 18** CALAFCO Legislative Committee (Virtual)
- 28** CALAFCO Monthly EO meeting (Virtual)

JULY

- 23** CALAFCO Legislative Committee (Virtual)
- 30** CALAFCO Board of Directors Meeting (Sacramento)

AUGUST

- 11-13** CA Assn. of Sanitation Agencies Annual Conference (San Diego)
- 30** CA Special Districts Assn. Conference (Monterey)

SEPTEMBER

- 1-2** CA Special Districts Assn. Conference (Monterey)
- 22-24** League Annual Conference (Sacramento)
- 29-30** Regional Council of Rural Counties Annual Conference (Monterey)

OCTOBER

- 22** CALAFCO Legislative Committee (2022) (Virtual)
- 6-8** CALAFCO Annual Conference (Newport Beach)
- 7** CALAFCO Annual Business Meeting (Newport Beach)
- 8** CALAFCO Board of Directors Meeting (Newport Beach)

NOVEMBER

- 5** CALAFCO Legislative Committee (Sacramento)
- 12** CALAFCO Board of Directors Meeting (Sacramento)
- 30** CA State Assn. of Counties Annual Conference (Monterey)
- 30** Assn. of CA Water Agencies Conference (Pasadena)

DECEMBER

- 1-3** CA State Assn. of Counties Annual Conference (Monterey)
- 1-3** Assn. of CA Water Agencies Conference (Pasadena)
- 3** CALAFCO Legislative Committee (San Diego)

Sharing Information and Resources

CALIFORNIA ASSOCIATION OF
LOCAL AGENCY FORMATION
COMMISSIONS

1020 12th Street, Suite 222
Sacramento, CA 95814
916-442-6536

For current information and other CALAFCO resources please visit www.calafco.org



County of Santa Cruz

SANTA CRUZ COUNTY REDEVELOPMENT SUCCESSOR AGENCY

701 OCEAN STREET, ROOM 510, SANTA CRUZ, CA 95060-4073

(831) 454-2280 FAX: (831) 454-3420 TDD: (831) 454-2123

Joe Serrano, Executive Officer
Local Agency Formation Commission of
Santa Cruz County (LAFCO)
701 Ocean Street, Room 318-D
Santa Cruz, CA 95060

January 14, 2021

NOTICE OF VACANCY ON THE CONSOLIDATED REDEVELOPMENT AGENCY OVERSIGHT BOARD

Dear Mr. Serrano,

This letter is to notify you about a vacancy on the Santa Cruz County Consolidated Redevelopment Successor Agency Oversight Board (COB) and request that your agency appoint a representative, and preferably an alternate, to fill it. The position was previously filled by David Hodgin, SV Water District, but we have recently learned that that person no longer serves. Per Health & Safety Code Section 34179(j) the independent special district selection committee appoints one representative to serve on the COB.

Please take the necessary actions to appoint a new representative, and alternate, and inform us of the appointments as soon as possible. The seven member COB currently has 3 vacancies, and is at the minimum level for a quorum. The COB typically has 4 or fewer meetings per year. If you have any questions, please contact Kim Namba at (831) 454-7913 or kim.namba@santacruzcounty.us.

Thank you for your prompt attention to this matter.

Sincerely,

DocuSigned by:

72CF02A7506F462...

Kim Namba
Administrative Services Manager
County of Santa Cruz Redevelopment Successor Agency
(831) 454-7913
[Kim.namba@santacruzcounty.us](mailto:kim.namba@santacruzcounty.us)
[Kim.namba@santacruzcounty.us](mailto:kim.namba@santacruzcounty.us)



Santa Cruz Local Agency Formation Commission

Date: February 3, 2021
To: LAFCO Commissioners
From: Joe Serrano, Executive Officer
Subject: **Press Articles during the Months of December and January**

SUMMARY OF RECOMMENDATION

LAFCO staff monitors local newspapers, publications, and other media outlets for any news affecting local agencies or LAFCOs around the State. Articles are presented to the Commission on a periodic basis. This agenda item is for informational purposes only and does not require any action. Therefore, it is recommended that the Commission receive and file the Executive Officer's report.

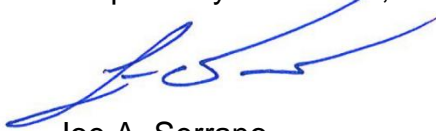
EXECUTIVE OFFICER'S REPORT

The following is a summary of recent press articles. Full articles are attached.

1. **"Soquel Creek Water District Swears in First Female Board President Rachél Lather"**: The press release, dated December 16, celebrates the appointment of Rachél Lather as the new Board President. Ms. Lather becomes the first woman and the first Hispanic to hold this position for Soquel Creek Water District. Ms. Lather, who is also a LAFCO Commissioner, has been with the water district since 2016.
2. **"Midpeninsula open space honored for service during pandemic"** The article, dated December 27, highlights the recent medal given to the Midpeninsula Regional Open Space District. This recognition reflects the District's exemplary service during the COVID-19 pandemic. For the past year, California has been in lockdown to prevent the spread of infection. During this time, the District kept its preserves open to safely offer outdoor recreation to the public.
3. **"BCFPD readies for debris flows"**: The article, dated December 28, explains how the Boulder Creek Fire Protection District has been coordinating with geologists, topographers, soil experts, and members of FEMA to create a first-ever unified approach to prepare and mitigate potential debris flows. Santa Cruz County faced various tremendous challenges in 2020, including devastating fires. The aftermath may cause landslides and the fire district is preparing to address such event.
4. **"County Fire Starts New Year with New Name"**: The article, dated December 29, notes that the San Diego County Fire Authority officially became the San Diego County Fire Protection District. This LAFCO action is significant because it reorganized a county service area into a dependent special district – allowing the County to designate more resources and staffing to the fire district.

5. **“John Ricker, water resources division director, reflects on more than 40-year-long career”**: The article, dated January 1, highlights the prosperous career of John Ricker, who officially retired from Santa Cruz County on December 30. Mr. Ricker led the County’s Water Resources Division and was a significant affiliate to LAFCO throughout his tenure.
6. **“No complaints registered for Santa Cruz County fire districts’ merger”**: The article, dated January 6, notes that the fire consolidation between Central and Aptos/La Selva Fire Protection Districts did not record a single petition of opposition. This outcome is primarily due to the various outreach efforts conducted by the two fire districts. The results of the protest proceeding will be certified by the Commission in February.
7. **“UCSC releases draft for new 20-year development plan”**: The article, dated January 7, indicates that UCSC has released the draft environmental impact report (EIR) for its Long-Range Development Plan. This plan is a blueprint for the University to design future developments, including academic support, future housing, and new roadways. Deadline to submit comments on the draft EIR is March 8.
8. **“Mid-County Fire Agency Consolidation Plan Advances”**: The article, dated January 8, highlights the results of the protest hearing for the fire consolidation. The article also summarizes the history and benefits of consolidation within the subject territory.
9. **“Central Santa Cruz fire chief named for pending district merger”**: The article, dated January 18, notes that John Walbridge has been named the fire chief for the new fire district once the consolidation is approved. Mr. Walbridge has worked with the Central Fire Protection District for 30 years. The approved contract will be included in LAFCO’s Certificate of Completion which is tentatively scheduled to be recorded in February 2021.

Respectfully Submitted,



Joe A. Serrano
Executive Officer

Attachments:

1. “Soquel Creek Water Districts Swears in First Female Board President”
2. “Midpeninsula open space honored for service during pandemic”
3. “BCFPD readies for debris flows”
4. “County Fire Starts New Year with New Name”
5. “John Ricker, water resources division director, reflects on career”
6. “No complaints registered for Santa Cruz County fire districts’ merger”
7. “UCSC releases draft for new 20-year development plan”
8. “Mid-County Fire Agency Consolidation Plan Advances”
9. “Central Santa Cruz fire chief named for pending district merger”

Soquel Creek Water District Swears in First Female Board President Rachél Lather

For Immediate Release

December 16, 2020

Contact: Melanie Mow Schumacher, Special Projects-Communications Manager

Phone: 831-475-8501 x153

Email: melanies@soquelcreekwater.org

Soquel Creek Water District Swears in First Female Board President Rachél Lather

Soquel, CA (December 16, 2020) – At its Board meeting last night, Soquel Creek Water District swore in Board member Rachél Lather as President of the Board. The duties of the President include overall leadership of the Board in carrying out its responsibilities and developing policy, presiding over Board meetings, representing the District with other agencies, making Board committee assignments, and other functions.

Ms. Lather is the first woman to hold this position with the District's Board of Directors and the first Hispanic (she is of Puerto Rican descent). She has been on the Board since 2016, serving on the Water Resources Management and Infrastructure Committee, and as an alternate on the Public Outreach Committee and the Finance and Administrative Services Committee.

"I'm humbled and gratified by the confidence that my colleagues on the Board have shown in selecting me to serve in this capacity," said Ms. Lather. "We live in unsettled times, and one thing I want to offer is a sense of hope and optimism at the local level - that we are clearly, unequivocally focused on providing clean water to our community every day and developing supplemental water supplies for the future. I'm proud to be the first woman and the first Hispanic to lead the District's Board of Directors. And equally important, we can all be proud of the work that the District is accomplishing and will accomplish as we move into 2021 and beyond."

Ms. Lather is a resident of Aptos and is a registered CA civil engineer, having worked in that capacity for more than three decades. As a Board member and now Board President, she is utilizing her 15 years of experience as Sanitation Engineer for Santa Cruz County Sanitation District, where she managed the engineering design and analysis for sewers and pump stations, rate setting, budget development, project review, billing, and customer service. Her extensive experience also includes geotechnical engineering related to foundation design, slope stability, and soil and groundwater remediation projects. All of these elements of Ms. Lather's background have great relevance to the District's operations, especially as construction gets underway this year on the Pure Water Soquel pipelines and treatment facilities.

Also, at last night's meeting, the Board swore in Dr. Bruce Daniels and Dr. Tom LaHue, who were re-elected in November's election to serve four more years on the Board. Dr. Tom LaHue was then voted in by his fellow board members to serve as the Board's Vice-President, tasked with acting as president in Ms. Lather's absence and will take Board Presidency for 2022.

About Soquel Creek Water District:

The Soquel Creek Water District is a local government agency that provides water resource management within its service area to deliver a safe and reliable supply of high-quality water to meet present and future needs in an environmentally sensitive and economically responsible way. The District's website is www.soquelcreekwater.org.

Midpeninsula open space honored for service during pandemic

Bay City News



article

File photo of Midpeninsula Regional Open Space.

The Midpeninsula Regional Open Space District has received a medal from the Santa Clara County Board of Supervisors for exemplary service during the COVID-19 pandemic.

The district's preserves remain open to safely offer outdoor recreation for the community.

"We are honored to receive this award, which is a great testament of the continued dedication and commitment of our agency and staff," Midpen General Manager Ana Maria Ruiz said in a statement. "We will continue to do all that we can to keep our preserves open safely for the community to enjoy and find much needed respite in nature."

ICYMI: [DNA ties same coyote to 3 East Bay attacks, officials say](#)

The district also encourages the public to explore nature close home and has developed a growing list of "nature at home" resources to learn about nature through virtual tours, family-friendly nature activities and environmental education resources. Find out more about virtual nature resources at openspace.org/virtual-nature.

The district has a connected greenbelt of nearly 65,000 acres of public open space in San Mateo, Santa Clara and Santa Cruz counties.

Keep up with the news by [downloading KTVU's news app](#) and [subscribing to our newsletter](#)

8A: ATTACHMENT 3

BCFPD readies for debris flows | Press Banner

By: Christina Wise

Editor's note: This is the first entry in a multi-part series about debris flows and what local first responders are doing to prepare for a possible event.



Boulder Creek Fire Protection District Chief Mark Bingham has seen fire. For the better part of this fall, Bingham's crew of 40-plus volunteers attacked the CZU August Lightning Complex fire up and down the mountain. Working in conjunction with a unified command team constructed of local departments, Cal Fire and outside agencies, Boulder Creek's finest managed to stop the inferno's advances toward Highway 9. Ultimately, the town was saved by collaborative efforts and the sheer force of will that relentlessly drove Bingham's department night and day to stop the spread of the fire.

While stump fires still burn and smolder in the mountains above town, residents who lost their homes have begun the arduous process of clean up, weighing the benefits of rebuilding versus starting anew in another corner of the world. As tractors and backhoes sweep away the detritus of loss, a new threat is building on the hillsides: debris flows.

Bingham has also seen rain. The San Lorenzo Valley has endured its share of mudslides and landslides, and seasoned residents know what to expect. Mudslides litter the roads and highways each winter as rain and gravity work to pull loose dirt and debris downward. Ben Lomond's Love Creek landslide in 1982 occurred after a single catastrophic rainstorm, resulting in 500,000 cubic meters of mud and debris—or enough to fill roughly 25,000 dump trucks—burying homes and leaving 14 victims in its wake. Following a geological survey, it was concluded that the event was man-made, since the intentional denuding of the hillside above the creek resulted in a lack of stability and its failure to hold during the downpour.

But debris flows? Well, they're of a different nature, and can impact thousands of residents en masse. Imagine a tsunami of mud streaming down the mountain toward homes, picking up the debris left behind from the CZU fire. As the flow gathers more items, it increases in speed and mass, reaching up to 35 miles per hour and leaving residents unable to escape its path. Worse still, it traps residents in homes and makes their rescue a daunting task.

Bingham knows that the scenario is a possibility, and he has been working with geologists, topographers, soil experts and members of FEMAs Urban Search and Rescue teams to create the first-ever unified approach in the Santa Cruz Mountains for education, preparation and mitigation of debris flows.

"The community's outreach to us following the fires was overwhelming, and our department appreciates all their messages of support. Our task now is to communicate with residents about the dangers of debris flows," Bingham said. "We know that they've been hearing information from town hall meetings, county supervisors, the sheriff's department and other agencies regarding the probability of debris flows, and I want them to know that we have been working behind the scenes to prepare for potential hazards. If this event happens in Boulder Creek, our department has a plan. Geologists, the Office of County Flood Control, scientists, the state's Watershed Emergency Response Team (WERT)—we've been working with them and exchanging information."

Bingham said that the initial results of an investigation by WERT deemed Boulder Creek to have a low burn severity during the CZU fire. But that survey, he said, was done with technology from 30,000 feet, and didn't capture the true topography of the area.

"Their software doesn't have a model to see through redwood trees," he said. "When you look up the mountain from downtown, you see the tops of the trees, and you see a lot of green. That's misleading, because it makes people think the mountain didn't burn. What you don't see is the underbrush that burned. By pushing back on that report and attending local meetings, we got the USGS (United States Geological Survey) to come walk the mountain with us, and they agreed with our assessment that it was a high severity burn. That visit caused them to reevaluate the area, and move away from the WERT determination."

County agencies started to work together after that. BCFD took the maps that USGS was using and overlaid their

own to show where neighborhoods and homes are. USGS maps showed the trend of the mountain and a potential hazard, but they didn't show the homes and businesses bunched together. County agencies have identified potential debris flow hazards within those zones, and nearby homes and businesses are highlighted to assist rescuers with accessible routes and resource allotment.

Each portion of the district's response area now sits in either the north, south, east or west branch, with downtown being the central branch of the mapping zone. Breaking it up in this way, Bingham says, will allow outside agencies to better respond to calls for assistance. BCFD has drawn up maps with QR codes, so a quick scan will give them "all the information they need."

"During the CZU Fire, out of county agencies showed up, saw the tree-lined top of the mountain, and didn't realize there were nooks and crannies, valleys and chimneys and communities tucked under those trees," he said. "By having these QR codes, they can see terrain, easily find the homes and better understand the geographical branch they're assigned to. That will make them be better at their jobs, and provide better support for our department."

Bingham says that the perception by some is the fire department just fixes things, and is automatically ready for anything.

"Debris flows are not in our training repertoire, and it's not something we've trained for," he said. "The closest training is for swift water rescue. The river is nearby, and we train for water rescues, but mud presents a completely different set of challenges. Debris in the mud makes it even worse. Some of that debris could be homes that have moved. In Montecito, they moved miles."

The town of Montecito in Southern California is storied for its debris flow event. In December of 2017, the Thomas Fire—then the biggest fire in the state's history—burned parts of Ventura and Santa Barbara counties, damaging the ecosystem that held the fragile topsoil along the mountains in place. A month later, a storm system engulfed the region, and heavy rains loosed earth, fallen trees and large boulders from the hillsides. At a height of 15 feet, and moving at 20 miles per hour, the debris flow overtook the town of Montecito on Jan. 9. Many residents in the mandatory evacuation zone, and most residents in the voluntary evacuation area, ignored warnings and stayed in their homes. At least 21 people died and an additional two were reported missing. Over 150 people were hospitalized with various injuries. The mudflows destroyed over 100 homes and damaged an additional 300.

"An incident like that can happen here," Bingham said. "Imagine a debris flow picking up homes in the Acorns and sending them down the mountain behind Scopazzi's. Being able to know where they were before, and figuring out the path of travel is going to be important. Our maps are going to have gridlines—we call them township and ranges—so if a home moves, we can estimate the flow pattern of that debris for further rescue."

Bingham knew that the fire wasn't the end of the town's hardships—it was just the beginning.

"Everyone was worried about the fire, but I knew that more was coming," he said. "I connected with some experts in the area, used some of my technical rescue expertise from being on Task Force 3 (Urban Search and Rescue (US&R) group stationed in Menlo Park) and decided to build a training. It was important for our department's safety to know what the probable dangers were, and how to approach them. Putting the image of a debris flow—which most of our firefighters have never seen—in their minds helps them get past the scary part, and get to work."

Bingham also contacted Task Force 2, the Los Angeles-based US&R team that had members who responded to the Montecito event.

"What we heard time and again was how scary the event was," he said. "It was completely out of their tool bag; they'd seen wildland fires and structure fires and vehicle accidents, but they didn't have the systems in place or the education to know what to expect from a debris flow. Is it still moving? Is there a mile of mud behind this initial push, or is it 10 feet? The house that seemingly collapsed at the bottom of the hillside—is it buried, or is the rest of the house a mile away? They didn't know where the pools were, so when they were searching neighborhoods for survivors, they would step through the mud and plunge into pools, and the rescuers had to be rescued. There are so many elements to a debris flow response that we just aren't prepared for here yet. We thought the best way to train and learn is from people who have been through it."

He continued: "We needed to start from the bottom up, like reviewing our PPE (Personal Protective Equipment). We were unsure if any of our current allocations were appropriate for a debris flow emergency response, so we did a needs assessment for responders. We mapped the areas and took our experienced training team on field trips around the mountain, and what we heard from them was unmistakable: based on our steep terrain, the loose debris from the fires and the felled trees and branches, our area is a high-risk environment for debris flows. We needed to start training immediately."

Next week: the training begins.

8A: ATTACHMENT 4

County Fire Starts New Year with New Name

The year 2021 will mean a new name for the San Diego County Fire Authority as the organization has been recently renamed the San Diego County Fire Protection District.

The name change became official Dec. 7 when the San Diego Local Agency Formation Commission (LAFCO) voted 8-0 in favor of becoming a dependent special district under the San Diego County Board of Supervisors. LAFCO oversees the establishment and organization of special districts.

“The San Diego County Fire Protection District has been a long time coming,” said Herman Reddick, the district’s director. “It is the natural progression of growth and provides the long-term stability of the organization.”

According to Reddick, in the last five years San Diego County Fire has been able to make significant improvements by increasing permanent career staffing and the assignment of paramedics at all San Diego County Fire Protection District stations and increasing the level of services provided to county residents.



CAL FIRE/San Diego Fire Chief Tony Mecham said the actions to create the new district help to correct a decision made in the 1970s when the County of San Diego terminated the contract with California Department of Forestry and Fire Protection for fire services.

“Supervisor Dianne Jacob and LAFCO began working on this issue in 1993 and after 27 years the fire district has become a reality,” said Mecham. “Last year, the voters in San Diego voted in favor of adding fire protection services to the San Diego County Charter. These two actions will ensure that fire protection services will always be provided across our 1.7-million-acre service area.”

The San Diego County Fire Protection District is comprised of elements from both the State of California and the County of San Diego working in unison as a single organization. More than 500 sworn personnel operate 35 fire stations to ensure San Diego County residents are living safely. The designation as a fire protection district is just one step in County Fire’s continuous efforts to achieve operational excellence in all programs and areas of responsibility.



Donnie Ryan is a group communications officer with the County of San Diego Communications Office. [Contact](#)

John Ricker, water resources division director, reflects on more than 40-year-long career

Hannah Hagemann

SANTA CRUZ — As of Wednesday, John Ricker, who has spent more than 40 years working in various environmental and water leadership roles for Santa Cruz County, officially retired.

Most recently Ricker led the Water Resources Division, part of the County's Environmental Health Department. Ricker started working at the county as an intern doing watershed management in 1974 while earning a degree in environmental studies at UC Santa Cruz.

"I've always really enjoyed Santa Cruz County. I grew up in L.A. and couldn't wait to get out and go to UCSC," Ricker said.

Known by some as the "water czar," Ricker said his mission throughout the years has been the same, working with water providers, regulatory agencies and the public to address issues spanning across the county.

"We've kind of served as the glue that helps hold a lot of these efforts together, and look at the bigger picture," Ricker said. "The county also serves as the main environmental advocate, in maintaining streamflow and fish habitat, and we also represent the private well owners and the small water systems that are drawing from these basins."

Reflecting on his career, Ricker said a few accomplishments stand out. He was part of the team that created and implemented the San Lorenzo River Watershed Management Plan in the early 80s.

The plan was a first of its kind in the state.

"That really set up the county right off in the beginning, to take a much more holistic view of water resources management," Ricker said. "Looking at all the different players, looking at all the different elements of watershed management and tying it all together into one plan and one effort."

Around that same time, Ricker spearheaded establishing a wastewater and septic system program in the San Lorenzo Valley area.

"That was a big one, it took 10 years to get approval by the state, the program had a lot of elements to improve water quality and protect public health and help people upgrade their systems," Ricker said.

The former Water Resources Division director has continued his work on wastewater issues, most recently working with the state water resources control board on creating an [updated septic system management plan](#) for Santa Cruz County.

Ricker said his focus shifted to water supply and long-term water resources management in the late 90s. Santa Cruz County water providers have struggled to keep up with demand over the last decades. From the north coast to Watsonville, overpumping of aquifers has led to depletion of groundwater levels. In some cases, that imbalance has allowed seawater to intrude below-ground water reservoirs. Groundwater makes up anywhere from [40% to 60% of California's total water supply](#).

Cultivating new drinking water sources has been, and will continue to be crucial. But Ricker said he's hopeful that progress is being made to address that challenge.

"I think we're about to see more projects go into place, that will help us with our water supply resiliency, take into account climate change, and put more water back in the streams for the fish," Ricker said.

But water security and supply is just one half of the equation.

"The big issue we have in the county going forward is we just don't have enough water storage. We do fine in the wintertime, we do fine during normal and wet years, but during the dry years and during the dry season, we don't have enough storage to draw on," Ricker said.

There's been a reckoning within the local water community to utilize excess water that comes during the rainy season or a particularly wet year. But creating more areas to store that water remains an issue, Ricker said.

Loch Lomond is the only reservoir within Santa Cruz County, so the next option is injecting water underground, into aquifers.

"The place to store that [water] is in the groundwater basins," Ricker said. "We want to be able to move water among the districts and within the districts to increase our groundwater storage that then can be drawn on during drought periods."

That work will be increasingly important, as climate change further exacerbates drought conditions, reducing water levels in surface sources, such as streams and rivers.

But those projects, creating new water pipelines and pumps, take funding.

Ricker is heartened by Pajaro Valley's success in using recycled water for irrigation, Watsonville's wastewater treatment plant, as well as the Pure Water Soquel project, and Santa Cruz's study of an aquifer storage and recovery project.

Still, he said questions remain on how the Scotts Valley Water District, San Lorenzo Valley Water District and the County of Santa Cruz will address groundwater overdraft occurring at the [Santa Margarita Groundwater Basin](#). The basin supplies drinking water for [more than 1,000 private well owners](#) and is the sole supply source for 13 small water purveyors.

Ricker said he'll be watching to see how his successor and other officials address long-term challenges such as climate change, aging water infrastructure, as well as coho salmon and steelhead habitat.

Another issue on his mind? Providing clean drinking water to Santa Cruz's unhoused population and addressing that community's impact on local water quality.

Ricker will still be around, without an official title. And he'll continue his work as a board member on the Resource Conservation District.

"I'm not going away, I enjoy watching this, and I may still go to a few meetings and make a few suggestions," Ricker said. "But at this point, I'm also looking forward to watching how it all unfolds, and expecting it will unfold in a pretty positive way."

The long-time Santa Cruz resident is also looking forward to spending more time with his wife and daughters in retirement.

Greg Pepping, the executive director of Santa Cruz's Coastal Watershed Council, wrote of Ricker [in a recent letter to the Sentinel](#).

"His demonstrated commitment to wise natural resource protection has benefited all of us and he has shaped the community's understanding of local hydrology and geology," Pepping wrote. "Perhaps most importantly, he is a kind, patient, listening professional who has served as a model water leader for decades."

NEWS > CRIME AND PUBLIC SAFETY

No complaints registered for Santa Cruz County fire districts' merger

By **JESSICA A. YORK** | jyork@santacruzsentinel.com | Santa Cruz Sentinel

PUBLISHED: January 6, 2021 at 4:05 p.m. | UPDATED: January 6, 2021 at 7:00 p.m.

SANTA CRUZ — On the final day of a 35-day window, no one spoke out against the planned merger of the Aptos/La Selva and Central fire protection districts.

Neither were any written protest ballots submitted in opposition, as of the Local Agency Formation Commission of Santa Cruz County's brief 11 a.m. public hearing Wednesday. Property owners within either of the impacted fire districts — including the communities of Aptos, La Selva Beach, Live Oak, Soquel and Capitola and serving a combined 85,000 residents — had until 4 p.m. that day to formally oppose the move.

The final opposition count will not be made public until the agency's Feb. 3 meeting, said Executive Officer Joe Serrano. Without sufficient public opposition, the merger will go forward once both fire districts have met the final conditions set by the Local Agency Formation Commission. The commission [conditionally approved the merger](#) in early November.

"In summary, this consolidation will be to the same level of service or an improvement as a result of the consolidation and the community identity will remain strong because the firefighters from Aptos/La Selva (and Central fire) will still be there," Serrano said in response to a community caller's questions.

Tags: **Newsletter**



Jessica A. York | Reporter

Jessica A. York covers Santa Cruz government, water issues and homelessness for the Sentinel. She has been a working journalist, on both coasts, since 2004.

jyork@santacruzsentinel.com

[Follow Jessica A. York](#) [@reporterjess](#)



UCSC releases draft for new 20-year development plan

Ryan Stuart

SANTA CRUZ – UC Santa Cruz has released Thursday a draft of its newest Long-Range Development Plan, which will highlight how the university plans to update its infrastructure for the next two decades to accommodate projected growth.

The university, which had a student body of 19,161 students in the fall 2020 quarter, projects its enrollment to expand as far as 28,000 students by 2040. Despite public belief, this is not a goal the university is trying to reach, it is a number it is prepared to be able to accommodate within the next 20 years.

“It is not an enrollment plan. I think that is sometimes not made clear,” said Jolie Kerns, director for Physical and Environmental Planning Services. “It doesn’t constitute a mandate for projected enrollment. In any kind of plan, we really need to think through where we might be in 20 years, so we project out to the outer envelope of what might be possible. The purpose of the land use plan is to establish the capacity that would be needed to support that enrollment, should we get to that number.”

In essence, the Long-Range Development Plan is a blueprint for the university to plan future development. Future development projects can include academic support, future student housing and even future employee housing.

The affordability of housing for students, and particularly grad students at UCSC was a hot topic during the winter 2020 quarter. UCSC graduate instructors staged a strike in order to try and secure a higher wage to make living in Santa Cruz more affordable.

However, the addition of new student housing is not an attempt to create more affordable housing, at least as far as the Long-Range Development Plan is concerned. The plan only identifies the land the university attends to use as well as the square footage.

The infrastructure expansion on campus will cover 3 million square feet of academic space, according to Kerns. That would include facilities such as research labs, teaching spaces, and student support and public service spaces such as wellness and health facilities.

The expansion also includes an additional 2.5 million square feet allocated to housing for both students and employees. New student housing will be located along the west and west sides of campus, while employee housing will continue to be built along the southern reach of campus near the entrance.

However, expansion of the campus does not mean the university will make major expansion outward. In fact, the university plans to expand its infrastructure on land it has already developed, focusing on infilling the campus.

“With regard to how we grow, we’ve been thinking about this as growing from within,” Kerns said. “We would be looking at a lot of infill sites.”

There will still be small amounts of outward expansion. The university plans compact expansion north of science hill and another cluster just south of the academic core, according to Kerns.

Expansion plans the university has been attempting to implement has been met with community pushback. UCSC has faced lawsuits on the Student Housing West Project by environmental groups.

Despite the community pushback, the university still plans to move forward with development in the East Meadow, while leaving the Great Meadow untouched. In fact, plans to build within the East Meadow have been around since the campus first began development.

“When you look at the history, many have said the intention of the campus founders were that the location would be kept pure,” Vice Chancellor Sarah Latham said. “When you actually look at the first two LRDPs, development was planned in the East Meadow. It was envisioned to have professional programs. It was envisioned to have some housing to support those students.”

Infrastructure development is not just limited to erecting new buildings on campus. UCSC also plans to create a more pedestrian-friendly environment, according to Kerns.

Additionally, the 2021 Long-Range Development plan details the expansion of Meyer Drive. The expansion is an effort to create a loop around campus which will provide an opportunity for more efficient campus transportation, according to the plan.

The university also remains aware of the logistical issues outward expansion will create. UCSC has already been involved in an ongoing lawsuit regarding water allocation. Part of the expansion the plan details would extend just beyond the city’s water line, according to Kerns.

“As we build more, the demand for potable water will increase,” Kerns said. “One of the best ways for reducing the demand for potable water is to increase the use for non-potable water.”

While it is not directly a part of the 2021 Long-Range Development plan, Kerns mentioned the university was looking into the use of stormwater runoff as a non-potable source. The use of non-potable water has been addressed on individual projects, she continued. One such project is the use of stormwater runoff for toilet flushing in building on campus.

A lot of development on campus moving forward is also in conjunction with meeting a carbon neutrality goal that is UC-system-wide.

“There are very specific targets that we are held to in this plan that are described in our environmental impact report,” Kerns said. “Our carbon neutrality goal from UC by 2025 means that all of our buildings really need to be electric. A lot of these have really become drivers for this plan in ways that it hasn’t been before.”

As revisions of the Long-Range Development plan move forward, the university plans to host two community meetings to receive feedback on the draft plan. The meetings will be held at 5 p.m. on both Feb. 3 and Feb. 4.

To learn how to participate in the community events visit, lrddp.ucsc.edu. The current draft of the 2021 Long-Range Development Plan is also available at the same website.

Mid-County Fire Agency Consolidation Plan Advances

Todd Guild Reporter | Blog Todd Guild is a reporter for Good Times and the Pajaronian.

A plan to consolidate two Mid-County fire districts took a step forward Wednesday when nobody from the community registered a complaint.

Efforts to consolidate Aptos-La Selva Fire Protection District and Central Fire Protection District began in 2019. Fire officials say the move will help departments streamline their services, and help reign in costs by reducing duplication of staff, resources and overhead costs, according to the report.

In a meeting by the Santa Cruz Local Agency Formation Commission (LAFCO), Executive Officer Joe Serrano said that, in order for a delay to move forward, 25% of county residents had to register a protest. As of the end of the meeting, none had, Serrano said.

LAFCO is a state agency that provides local purview of municipal services, and identifies service providers to fill those needs.

When completed later this year—Serrano expects it to be finalized sometime in February or March—the newly created Central Fire District will merge the boundaries of both fire districts, making up an estimated 25,000 acres, more than 30,000 parcels and roughly 90,000 residents. It will serve Aptos, La Selva Beach, Live Oak, Rio Del Mar Soquel and the City of Capitola.

A five-member governing board will oversee the district, and one chief will oversee operations. Aside from those changes, residents will see little else change.

There will be no change to services for residents, and the numbers of firefighters and equipment will stay the same. Moreover, the plan as written now will not include closing any fire stations.

Such a merger is not new for Santa Cruz County. Central Fire Protection District was formed when Capitola, Live Oak, and Soquel Fire Districts consolidated. The Aptos/La Selva Fire Protection District consolidated with the La Selva Beach Fire Protection District in 1986. It annexed the Day Valley area in 1988, the Spring Valley area in 2006, and the Eastern Boundary area in 2007.

“This consolidation has been years in the making,” Serrano said.

LAFCO will next meet on Feb 3.



NEWS > CRIME AND PUBLIC SAFETY

Central Santa Cruz fire chief named for pending district merger

By **JESSICA A. YORK** | jyork@santacruzsentinel.com | Santa Cruz Sentinel
January 18, 2021 at 4:06 p.m.

LIVE OAK — A firefighter with three decades' experience has been hired to take the helm of a pending new joint fire protection district.

The board of directors for the Central Fire Protection District of Santa Cruz County unanimously voted Jan. 12 to name John Walbridge chief. His accompanying one-year contract includes a starting salary of \$20,688 a month before bumping up to \$21,309 per month — a \$255,706 annual rate — in July.

Walbridge already has been serving as interim fire chief for Central Fire Protection District since July, alongside fellow interim Chief Don Jarvis, who has been serving as head of the Aptos/La Selva Fire Protection District in recent months. As early as next month, the two fire districts are expected to be merged into a single entity.



John Walbridge (Central Fire Protection District — Contributed)

Leading up to his hiring as chief, Walbridge worked for 30 years with Central Fire, beginning his career as a paid-call firefighter and moving his way up through firefighter, captain and battalion chief, according to a press release issued by the agency. Walbridge also served as one of Central Fire's first paramedics.

"He has the passion, history and dedication one needs for this role, as well as the respect of all our members," the Central Fire release states.

Tags: **Newsletter**



Jessica A. York | Reporter

Jessica A. York covers Santa Cruz government, water issues and homelessness for the Sentinel. She has been a working journalist, on both coasts, since 2004.

