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, October 7, 2026 at 9:00 a.m.
(hybrid meeting may be attended remotely or in-person)

Attend Meeting by Internet: **https://us02web.zoom.us/j/84673049008**
(Password 408013)

Attend Meeting by Conference Call: **Dial 1-669-900-6833 or 1-253-215-8782**
(Webinar ID: 846 7304 9008)

Attend Meeting In-Person: **Board of Supervisors Chambers**
(701 Ocean Street, Room 525, Santa Cruz CA 95060)

HYBRID MEETING PROCESS

LAFCO has established a hybrid meeting process in accordance with AB 2449:

a) Commission Quorum: State law indicates that a quorum must consist of Commissioners in person pursuant to AB 2449.

b) Public Comments: For those wishing to make public comments remotely, identified individuals will be given up to three (3) minutes to speak. Staff will inform the individual when one minute is left and when their time is up. For those attending the meeting remotely, please click on the "Raise Hand" button under the "Reactions Tab" to raise your hand. For those joining via conference call, pressing *9 will raise your hand. The three (3) minute limit also applies to virtual public comments.

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, but require special assistance in order to participate, please contact the staff at (831) 454-2055 at least 24 hours in advance of the meeting to make the appropriate arrangements. Persons with disabilities may also 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. **Hybrid Meeting Process**
      The Commission will receive an update on the hybrid meeting process.

      Recommended Action: No action required; Informational item only.

   b. **CSDA Event Recap**
      The Commission will receive an update regarding the recent California Special Districts Association local chapter event held in Santa Cruz County.

      Recommended Action: No action required; Informational item only.

3. **ADOPTION OF MINUTES**
   The Commission will consider approving the minutes from the September 2, 2026 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.

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

   a. **Shared Services Agreement (Alameda LAFCO)**
      The Commission will consider entering into an agreement with Alameda LAFCO to provide administrative services at their next strategic planning session.

      Recommended Action: Approve the agreement with Alameda LAFCO to provide facilitation services for their 2027 Strategic Planning Workshop.

   b. **Fire-Related Projects (Recurring Item)**
      The Commission will receive an update on the ongoing reorganization efforts involving CSA 48 and other fire agencies.

   Recommended Action: No action required; Informational item only.

c. Special District Risk Management Authority Award Recognition
The Commission will receive an update on LAFCO's recent recognition by SDRMA for exemplary workers' compensation performance.

Recommended Action: No action required; Informational item only.

d. CALAFCO Update
The Commission will receive an update on CALAFCO's 2026 annual conference and the upcoming CALAFCO Board of Directors election.

Recommended Action: No action required; Informational item only.

7. WRITTEN CORRESPONDENCE

LAFCO staff receive 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.

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 August and September 2026
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 agenda if approved by a Commission majority. The public may address the Commission on these informational matters.

10. ADJOURNMENT

LAFCO's next regular meeting is scheduled for Wednesday, November 4, 2026 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 $500 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 LAFCO staff 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 $500 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 Local Agency Formation Commission of Santa Cruz County 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 will require special assistance in order to participate, please contact the LAFCO office at 831-454-2055 at least 24 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, #318-D, 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 staff at the LAFCO office or in the meeting room before or after the meeting.

Agenda Item No. 3

LOCAL AGENCY FORMATION COMMISSION OF SANTA CRUZ COUNTY

DRAFT MINUTES

LAFCO REGULAR MEETING AGENDA

Wednesday, September 2, 2026
Start Time - 9:00 a.m.

1. ROLL CALL

Chair Rachél Lather called the meeting of the Local Agency Formation Commission of Santa Cruz County (LAFCO) to order at 9:02 a.m. and welcomed everyone in attendance. She asked staff to conduct a roll call.

The following Commissioners were present:

- Commissioner Jim Anderson
- Commissioner Justin Cummings
- Commissioner Manu Koenig
- Commissioner Rachél Lather (Chair)
- Alternate Commissioner Kimberly De Serpa *(arrived at 9:20 a.m.)*
- Alternate Commissioner John Hunt
- Alternate Commissioner Eduardo Montesino (*remote)*

Alternate Commissioner John Hunt will be a voting member on behalf of Commissioner Roger Anderson (Public). Alternate Commissioner Eduardo Montesino will be a voting member on behalf of Commissioner Fred Keeley (City).

The following LAFCO staff members were present:

- LAFCO Analyst, Francisco Estrada
- Legal Counsel, Joshua Nelson
- Executive Officer, Joe Serrano

2. EXECUTIVE OFFICER'S MESSAGE

2a. Virtual Meeting Process

Executive Officer Joe Serrano welcomed everyone to the Board of Supervisors Chambers and indicated that the meeting was being conducted through a hybrid model with Commissioners and staff attending in-person while members of the public have the option to attend virtually or in-person.

Chair Rachél Lather moved on to the next agenda item.

3. ADOPTION OF MINUTES

Chair Rachél Lather requested public comments on the draft minutes. **Executive Officer Joe Serrano** noted no public comment on the item. Chair Lather closed public comment.

Chair Rachél Lather called for a motion. **Commissioner Jim Anderson** motioned for approval of the August 5th Meeting Minutes and **Commissioner Manu Koenig** seconded the motion.

Chair Rachél Lather called for a roll call vote on the approval of the draft minutes.

MOTION: Jim Anderson
SECOND: Manu Koenig
FOR: Jim Anderson, Justin Cummings, Manu Koenig, Rachél Lather, and Eduardo Montesino.
AGAINST: None
ABSTAIN: John Hunt

MOTION PASSES: 5-0-1

4. ORAL COMMUNICATIONS

Chair Rachél Lather requested public comments on any non-agenda items. **Executive Officer Joe Serrano** noted one request to provide public comments.

Becky Steinbruner, a member of the public, provided comments on various items such as Commissioner Roger Anderson, Redwood Drive and Central Fire District, regional water consolidation opportunities, and water service for the proposed battery facility on Minto Road.

Chair Rachél Lather closed public comment and moved on to the next agenda item.

5. PUBLIC HEARINGS

Chair Rachél Lather stated that there were no public hearing items.

6. OTHER BUSINESS

6a. CALAFCO Election (Coastal Region Seats)

Chair Rachél Lather requested staff to provide a presentation to consider the nomination of Roger Anderson as an additional candidate for the Coastal Region seats on the CALAFCO board.

Executive Officer Joe Serrano reminded the Commission it had taken action in August to nominate their Executive Officer to run for a seat on the CALAFCO board. Although absent due to health reasons, Commissioner Roger Anderson has expressed interest in running as well. Commissioner Anderson has indicated he will be attending the annual conference and as an incumbent, would like to pursue an open one-year seat. Executive

Officer Serrano concluded the presentation recommending approving the nomination of Roger Anderson for a Coastal Region seat on the CALAFCO board.

Chair Rachél Lather requested public comments on the item. **Executive Officer Joe Serrano** noted no public comment on the item. Chair Lather closed public comments.

Chair Rachél Lather opened the floor for Commission discussion. **Commissioner Jim Anderson** shared recent conversations with Commissioner Roger Anderson on the topic of the CALAFCO board and made a motion approving staff recommendation. **Commissioner Justin Cummings** seconded the motion.

Chair Rachél Lather called for a roll call vote on the staff recommendation: **Approve the nomination of Roger Anderson for the Coastal Region seats on the CALAFCO Board of Directors.**

MOTION: Jim Anderson
SECOND: Justin Cummings
FOR: Jim Anderson, Justin Cummings, John Hunt, Manu Koenig, Rachél Lather, and Eduardo Montesino.
AGAINST: None
ABSTAIN: None

MOTION PASSES: 6-0

6b. List of Extraterritorial Service Agreements (2026 Edition)

Chair Rachél Lather requested staff to provide the Commission with a status update on the existing out-of-area service agreements in accordance with Government Code Section 56133.

Executive Officer Joe Serrano provided the Commission with background information on extraterritorial service agreements (ESA) and an update on the number of ESAs in place throughout Santa Cruz County, including parcels owned by Mid Pen Housing that are scheduled to be annexed into the City of Watsonville. The Executive Officer reminded the Commission that ESAs are meant to be temporary solutions to address a health and safety issue and are also a precursor to annexation (if viable) into jurisdictions where constituents can receive full representation as landowners.

Chair Rachél Lather requested public comments on the item. **Executive Officer Joe Serrano** noted a request to provide public comments.

Becky Steinbruner, a member of the public, provided comments on the ESAs for the City of Scotts Valley.

Chair Rachél Lather closed public comments and opened the floor for Commission discussion. **Commissioner Jim Anderson** provided comments on the Mid Pen Housing parcel annexation.

Chair Rachél Lather moved to the next item since no Commission action was required.

6c. Joint Powers Authorities (2026 Edition)

Chair Rachél Lather requested staff to provide the Commission with a status update on existing joint powers authorities in accordance with Government Code Section 6503.6.

Executive Officer Joe Serrano provided the Commission with background information on joint power authorities (JPA) and an update on the number of JPA's in place throughout Santa Cruz County. Currently, there are 34 JPA's in the county, mostly formed during the 1990s. Although LAFCO does not have jurisdiction over JPA's, the agencies are required to keep their respective LAFCO appraised of changes to JPA agreements. The most recent JPA was developed in 2026 to address fire protection radio service.

Chair Rachél Lather requested public comments on the item. **Executive Officer Joe Serrano** noted a request to provide public comments.

Becky Steinbruner, a member of the public, provided comments on the most recent JPA created in the county and on 3CE (Central Coast Community Power).

Chair Rachél Lather closed public comments and inquired about the JPA's involving the City of Watsonville. **Executive Officer Joe Serrano** explained the complexity of JPA's in identifying other stakeholders or governing powers. **Commissioner Justin Cummings** requested additional updates to the list. Executive Officer Serrano acknowledged that some JPA's have been modified and noted the list will get updated accordingly and on a regular basis.

Chair Rachél Lather moved to the next item since no Commission action was required.

7d. Fire-Related Projects (Recurring Item)

Chair Rachél Lather requested staff to provide the Commission with a status update on the ongoing reorganization efforts involving CSA 48 and other fire agencies.

Executive Officer Joe Serrano provided the Commission with an update on the Pajaro Valley Fire Protection District (PVFPD) and informed the Commission that LAFCO had recently received a letter from the Howard Jarvis Taxpayer Association expressing legal concerns related to the proposed reorganization. Staff is reviewing the letter and will respond accordingly. Additionally, LAFCO received a public information request, and staff is working to respond in an efficient manner. Executive Officer Serrano noted staff again received a request for a new rate cost analysis to be conducted for the proposed reorganization. Finally, Executive Officer Serrano provided an overview of why PVFPD continues to pursue annexation with CSA 48.

Chair Rachél Lather requested public comments on the item. **Executive Officer Joe Serrano** indicated that there were two requests to provide public comments.

Becky Steinbruner, a member of the public, provided comments on the financial and operational status of the district, on the requested rate analysis, and expressed concerns with the proposed annexation.

Dave Martone, PVFPD Chair, provided background information on why the district is pursuing annexation with CSA 48, clarified the financial status of the district, and on past

efforts to pass a new benefit assessment. **Commissioner Jim Anderson** requested clarification on the proposed assessment. Mr. Martone clarified a comment made regarding the current annual rate PVFPD constituents pay. **Executive Officer Joe Serrano** also provided information on efforts led by LAFCO, including hosting two workshops on the annexation in collaboration with PVFPD and the County, to keep residents appraised. Commissioner Anderson also clarified the differences between the PVFPD and Felton Fire Protection District (FFPD) benefit assessment-related efforts. **Commissioner Justin Cummings** provided comments on the transparency of the annexation process thus far.

Chair Rachél Lather moved to the next item since no Commission action was required.

6e. Legislative Update

Chair Rachél Lather requested staff to provide a status update on the new legislative session and any LAFCO-related bills.

LAFCO Analyst Francisco Estrada provided information on four LAFCO-related legislative bills. The legislative cycle has concluded and now the governor will have a few weeks to sign or oppose bills. The Commission will receive a final update in November 2026.

Chair Rachél Lather moved to the next item since no Commission action was required.

7. WRITTEN CORRESPONDENCE

Chair Rachél Lather inquired whether there was any written correspondence submitted to LAFCO. **Executive Officer Joe Serrano** indicated that written correspondence had been submitted by Becky Steinbruner.

Becky Steinbruner, a member of the public, provided comments on the proposed rates PVFPD constituents will be required to pay under the proposed reorganization. **Chair Rachél Lather** provided comments on how financial estimates are developed and determined for municipal services.

Chair Rachél Lather moved to the next item since no Commission action was required.

8. PRESS ARTICLES

Chair Rachél Lather requested staff to provide a presentation on the press articles. **Executive Officer Joe Serrano** indicated that this item highlights LAFCO-related articles recently circulated in local newspapers.

Chair Rachél Lather moved to the next item since no Commission action was required.

9. COMMISSIONERS' BUSINESS

Chair Rachél Lather inquired whether any Commissioner would like to share any information. **Executive Officer Joe Serrano** noted a request.

Chair Rachél Lather informed the Commission of an upcoming California Special Districts Association (CSDA) Santa Cruz Chapter meeting scheduled for September 17,

2026, at the campus of the Pajaro Valley Health Care District (PVHCD). Executive Officer Serrano noted that an invitation to attend would be shared with all the special districts.

10. ADJOURNMENT

Chair Rachél Lather adjourned the Regular Commission Meeting at 9:52 a.m. for the next regular LAFCO meeting scheduled for Wednesday, October 7, 2026 at 9:00 a.m.

_____

RACHÉL LATHER, CHAIRPERSON

Attest:

_____

FRANCISCO ESTRADA, LAFCO ANALYST

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Agenda Item No. 6a

Santa Cruz Local Agency Formation Commission

Date: October 7, 2026
To: LAFCO Commissioners
From: Joe Serrano, Executive Officer
Subject: Shared Services Agreement (Alameda LAFCO)

SUMMARY OF RECOMMENDATION

Alameda LAFCO has formally requested professional facilitation services from Santa Cruz LAFCO staff to support their 2027 Strategic Planning Workshop. The requested services include preparation of workshop materials, in-person attendance at the workshop, and full facilitation of the session. Alameda LAFCO has indicated that contracting with Santa Cruz LAFCO is the preferred approach due to staff's subject matter expertise in LAFCO governance and past experience facilitating strategic planning for peer commissions.

It is recommended that the Commission approve the agreement with Alameda LAFCO to provide facilitation services for their 2027 Strategic Planning Workshop.

EXECUTIVE OFFICER'S REPORT

In 2023, the Commission approved a shared services agreement with Marin LAFCO that authorized Santa Cruz LAFCO staff to facilitate their 2024 annual strategic planning workshop. That partnership was successfully executed in January 2024 and demonstrated the value of leveraging inter-LAFCO expertise to support specialized governance activities. Alameda LAFCO's current request mirrors the structure and intent of the Marin agreement and reflects continued interest in statewide collaborative service models.

Scope of Work

Under the proposed shared services agreement, Santa Cruz LAFCO staff would prepare all materials necessary for the Alameda LAFCO's 2027 Strategic Planning Workshop. This preparation would include coordination with Alameda LAFCO's Executive Officer, development of the workshop agenda, creation of facilitation tools, and any pre-work assignments needed to support a productive session. Staff will work closely with Alameda LAFCO to ensure the workshop structure aligns with the Commission's stated goals and aligns with their statutory responsibilities.

Santa Cruz LAFCO staff will attend the 2027 workshop in person to support discussion flow, provide subject matter context, and help guide Commission-level dialogue. During the session, staff would serve as the lead facilitator, manage the workshop's structure, introduce exercises, support consensus-building, and document outcomes for follow-up implementation by Alameda LAFCO. **Attachment 1** provides a copy of the draft agreement, which includes a not to exceed cost amount of $4,000. Staff believe that the amount will be sufficient to cover all anticipated expenses and fulfill the facilitation responsibilities.

CONCLUSION

This partnership represents another example of how LAFCOs can collaborate to maximize staff expertise while reducing costs associated with hiring external consultants. By utilizing Santa Cruz LAFCO staff (who already possess direct experience with strategic planning, governance frameworks, and inter-agency facilitation) Alameda LAFCO can secure high-quality professional support services at a significantly lower cost than traditional consultant procurement. Santa Cruz LAFCO continues to be recognized statewide as a reliable, unmatched "go-to" commission for specialized assistance, with a consistent track record of successful outcomes that reinforce the value of shared services models. The proposed arrangement strengthens statewide collaboration and demonstrates how shared capacity can benefit individual commissions, respective constituents, and the broader LAFCO network.

Respectfully Submitted,

Joe A. Serrano
Executive Officer

Attachment: Shared Services Agreement (Draft Version)

PSA #: _____

PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES

(LAFCO of Alameda County / Joe Serrano)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the Local Agency Formation Commission of Alameda County, a subdivision of the State of California ("LAFCO"), and the Local Agency Formation Commission of Santa Cruz County, a subdivision of the State of California ("Consultant") (collectively, "parties").

2. RECITALS

2.1. LAFCO has determined that it requires the following professional services from a consultant: **professional consultant work to facilitate a strategic planning workshop.**

2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

2.3. Consultant represents that it has no known relationships with third parties, LAFCO Commission members, or employees of LAFCO which would (1) present a conflict of interest with the rendering of services under this Agreement under California Government Code section 1090, the Political Reform Act (Government Code section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the unauthorized disclosure of confidential information, which shall mean any information protected by any applicable privilege and acquired by Consultant in the course of providing services under this Agreement.

2.4. LAFCO has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant shall perform in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by LAFCO shall not operate as a waiver or release. Consultant represents and warrants to LAFCO that (a) it has all licenses, permits, qualifications, insurance and approvals of whatever nature which are legally required for Consultant to practice its profession, and (b) it shall, at its sole cost, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for Consultant to practice its profession.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, LAFCO and Consultant agree as follows:

3. DEFINITIONS

3.1. "Scope of Services": Such professional services as are set forth in Consultant's September 8, 2026 proposal to LAFCO attached hereto as Exhibit A and incorporated herein by this reference.

3.2. "Agreement Administrator": The Agreement Administrator for this project is Rachel Jones, Executive Officer. The Agreement Administrator shall be the principal point of contact at the LAFCO for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. LAFCO reserves the right to change this designation upon 14 days' advance written notice to Consultant.

3.3. "Approved Fee Schedule": Consultant's compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.

3.4. "Maximum Amount": The highest total compensation and costs payable to Consultant by LAFCO under this Agreement. The Maximum Amount under this Agreement is $4,000.

3.5. "Commencement Date": September 15, 2026.

3.6. "Termination Date": March 31, 2027

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 16 ("Termination") below. Consultant may request one or more extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by LAFCO in writing and incorporated in written amendments to this Agreement by mutual agreement of the Parties.

5. CONSULTANT'S DUTIES

5.1. **Services**. Consultant shall perform the services identified in the Scope of Services. LAFCO shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase

or decrease in compensation, shall be incorporated by mutual written amendment to this Agreement.

5.2. **Coordination with LAFCO**. In performing services under this Agreement, Consultant shall coordinate all contact with LAFCO through its Agreement Administrator. All changes and/or extra work shall be performed and paid for in accordance with the following:

5.2.1. Only the LAFCO Executive Officer or Commission may authorize extra and/or changed work. Consultant expressly recognizes that other LAFCO personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Consultant to secure the Commission's or LAFCO Executive Officer's written authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Consultant thereafter shall be entitled to no compensation whatsoever for performance of such unauthorized work that is additional to or changed from the Scope of Serves set forth herein at Exhibit A.

5.2.2. If Consultant is of the opinion that any work s/he has been directed to perform is beyond the scope of this Agreement and constitutes extra work, s/he shall promptly notify LAFCO's Agreement Administrator of the fact in writing. LAFCO shall make a determination as to whether or not such work is, in fact, beyond the scope of this Agreement and constitutes extra work. In the event that LAFCO determines that such work does constitute extra work and permits the extra work, the Agreement Administrator shall notify Consultant in writing and LAFCO shall provide extra compensation to Consultant in an amount mutually agreed to by the parties. A Supplemental Agreement providing for such compensation for extra work shall be negotiated between LAFCO and Consultant. Such Supplemental Agreement shall be executed by Consultant and be approved by the LAFCO Executive Officer.

5.2.3. In the event LAFCO determines that such work does not constitute extra work, Consultant shall not be paid extra compensation above that provided herein and if such determination is made by LAFCO staff, said determination may be appealed by Consultant to the LAFCO Commission as long as a written appeal is submitted to the LAFCO Executive Officer within fourteen (14) days after the staff's determination is received by Consultant. Said written appeal shall include a description of each and every ground upon which Consultant challenges the staff's determination. The LAFCO Executive Officer's or Commission's decision shall be final.

5.3. **[reserved]**

5.4. **Business License.** Consultant shall obtain and maintain in force a LAFCO business license for the duration of this Agreement, if required.

5.5. **Professional Standards.** Consultant shall perform all work to the generally accepted standards of Consultant's profession and in a manner reasonably satisfactory to LAFCO. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict-of-interest provisions of California Government Code section 1090 and the Political Reform Act (Government Code § 81000 et seq.).

5.6. **Campaign Contributions.** This Agreement is subject to Government Code section 84308, as amended by Senate Bill 1439. Consultant shall disclose any contribution to an elected or appointed LAFCO official's campaign or committee in an amount of more than five hundred dollars ($500) made within 12 months preceding the Commencement Date, by Consultant, its, her, or his agent, or another party affiliated with Consultant. Consultant shall provide a signed copy of the attached Campaign Contribution Disclosure Form to LAFCO prior to, or concurrent with, Consultant's execution of this Agreement and no later than the Commencement Date.

5.7. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, LAFCO may consent in writing to Consultant's performance of such work.

5.8. **Appropriate Personnel. Consultant has, or will secure at its own expense, all additional personnel required to perform the services identified in the Scope of Services, if specified. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Joe Serrano shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without LAFCO's prior written consent.**

5.9. **Prevailing Wages.** This Agreement is subject to the Prevailing Wage Laws, as more fully set forth in Section 8 (Prevailing Wages), for all work performed under this Agreement for which the payment of prevailing wages is required under state law. In particular, Consultant acknowledges that prevailing wage determinations are available for work performed under this Agreement.

5.10. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to LAFCO that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal

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competence upon written approval of LAFCO. If LAFCO and Consultant cannot agree as to the substitution of key personnel, LAFCO may terminate this Agreement for cause.

5.11. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary, if any, for Consultant's performance of this Agreement including, but not limited to, professional licenses and permits.

5.12. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subconsultant. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.

5.13. **Inspection Services.** In the event Consultant will perform inspection services, LAFCO or authorized representatives of LAFCO shall have the right to inspect the work of such services whenever such representatives may deem such inspection to be desirable or necessary. Inspections by LAFCO do not in any way relieve or minimize the responsibility of Consultant to conduct the inspections Consultant has expressly agreed to perform pursuant to this agreement. Consultant shall be solely liable for said inspections performed by Consultant. Consultant shall certify in writing to LAFCO as to the completeness and acceptability of each inspection of improvement or construction which Consultant agrees to inspect hereunder.

5.14. **Records.** Consultant shall exercise reasonable care to maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to LAFCO under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of LAFCO. In addition, pursuant to California Government Code section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of LAFCO or as part of any audit of LAFCO, for a period of three (3) years after final payment under this Agreement.

6. SUBCONTRACTING

6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.

6.2. **Consultant Responsible.** Consultant shall be responsible to LAFCO for all services to be performed under this Agreement.

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6.3. **Identification in Fee Schedule. All subconsultants, if any, shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.**

6.4. **Compensation for Subconsultants. LAFCO shall pay Consultant for work performed by its subconsultants, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subconsultants performing services under this Agreement. LAFCO shall not be liable for any payment, compensation, or federal and state taxes for any subconsultants.**

7. COMPENSATION

7.1. **General. LAFCO agrees to compensate Consultant for the services provided under this Agreement and Consultant agrees to accept payment in accordance with the Approved Fee Schedule, Exhibit B in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by LAFCO in advance.**

7.2. **Invoices.** Consultant shall submit to LAFCO an invoice, on a monthly basis or as otherwise agreed to in writing by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. Invoice detail requirements are more particularly described in Exhibit A.

7.3. **Taxes.** LAFCO shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.

7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.

7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by LAFCO through a fully executed written amendment to this Agreement.

7.6. **LAFCO Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until LAFCO is satisfied that the services are satisfactory, except that LAFCO's approval of such services shall not be unreasonably withheld.

7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, LAFCO shall have the right to withhold payments under this Agreement to offset that amount.

8. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects including, but not limited to, the design and preconstruction phases of a covered public works project. Consultant shall defend, indemnify, and hold LAFCO, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws, if applicable to the services .

9. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material, including without limitation copies thereof, digital originals, and digital copies ("written products" herein) developed by Consultant in the performance of this Agreement shall be and remain the property of LAFCO without restriction or limitation upon its use or dissemination by LAFCO except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

10. RELATIONSHIP OF PARTIES

10.1. **General.** Consultant is, and shall at all times remain as to LAFCO, a wholly independent contractor.

10.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of LAFCO or otherwise to act on behalf of LAFCO as an agent. Consultant, its officers, employees and agents shall not have any power to bind or commit LAFCO to any decision or course of action, and Consultant, its officers, employees and agents shall not represent to any person or party that it or they are acting as agents of LAFCO or that it or they have the power to bind or commit LAFCO. Neither LAFCO nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of LAFCO.

10.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to LAFCO as an employer. Consultant shall not be entitled to any benefits. LAFCO makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant

specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.

10.4. **Indemnification of CalPERS/ACERA Determination.** In the event that Consultant or any employee, agent, or subconsultant of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS or ACERA to be eligible for enrollment in CalPERS or ACERA as an employee of LAFCO, Consultant shall indemnify, defend, and hold harmless LAFCO for the payment of any employee and/or employer contributions for CalPERS and/or ACERA benefits on behalf of Consultant or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of LAFCO.

11. INDEMNIFICATION

11.1. **Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subconsultants, or anyone directly or indirectly employed by either Consultant or its subconsultants, in the performance of this Agreement. "LAFCO" shall include LAFCO, its officers, agents, employees and volunteers.

11.2. **Consultant to Indemnify LAFCO.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend LAFCO from and against any and all claims, losses, costs, liability or expenses for any personal injury or property damage where the same arise out of, are in connection with, are a consequence of, or are in any way attributable to, in whole or in part, (i) Consultant's alleged negligence, recklessness or willful misconduct, (ii) other wrongful acts, errors or omissions of Consultant, or (iii) Consultant's breach of this Agreement. LAFCO's right to indemnity under this Agreement shall arise immediately upon the occurrence of the event giving rise to the indemnified liability.

11.3. **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person. Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify LAFCO for such loss or damage as is caused by the contributory negligence, sole negligence, or willful misconduct of LAFCO.

11.4. **Attorneys' Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of LAFCO's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

11.4.1. Attorneys' Fees in Enforcing Indemnity. Attorneys' fees and litigation expenses incurred in any action brought to enforce the indemnification provision set forth herein shall be recoverable by the prevailing party.

11.5. **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to LAFCO only.

11.6. **Indemnification by Subconsultants.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subconsultant or any other person or entity involved in the performance of this Agreement on Consultant's behalf, if applicable.

11.7. **Insurance Not a Substitute.** LAFCO does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

12. INSURANCE

12.1. **Insurance Required.** Consultant shall maintain insurance as described in this Section and shall require all of its subconsultants, consultants, and other agents involved in the performance of the services, if any, to do the same. Approval of the insurance by LAFCO shall not relieve or decrease any liability of Consultant. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement as long as reasonably necessary to effectuate this Agreement.

12.2. **Documentation of Insurance.** LAFCO will not execute this Agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive Consultant's obligation to provide them. Consultant shall file with LAFCO:

- Certificate of Insurance, indicating companies acceptable to LAFCO, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: Alameda LAFCO Strategic Planning Workshop
- Documentation of Best's rating acceptable to the LAFCO.
- Original endorsements effecting coverage for all policies required by this Agreement.
- Complete, certified copies of all required insurance policies, including endorsements affecting the coverage.

12.3. **Coverage Amounts.** Insurance coverage shall be at least in the following minimum amounts:

- General Liability:
  - General Aggregate: $4,000,000
  - Products Comp/Op Aggregate $1,000,000
  - Personal & Advertising Injury $1,000,000
  - Each Occurrence $2,000,000
  - Fire Damage (any one fire) $ 50,000
  - Medical Expense (any 1 person) $ 5,000

- Workers' Compensation:
  - Workers' Compensation Statutory Limits
  - EL Each Accident $1,000,000
  - EL Disease - Policy Limit $1,000,000
  - EL Disease - Each Employee $1,000,000

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.

12.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than Insurance Services Office (ISO) Form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.

12.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of section 3700 of the California Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions, if applicable, before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.

12.6. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the

contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

12.7. **Additional Insured Endorsements.** LAFCO, its Commissioners, officials, officers, and employees must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker's Compensation, to the extent applicable, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Any insurance, pooled coverage or self-insurance maintained by LAFCO, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.

12.8. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and Consultant does not furnish a new certificate of insurance prior to cancellation, LAFCO has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due Consultant under this Agreement. Failure of Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this Section, shall constitute a material breach of this Agreement.

12.9. **Notices.** Consultant shall provide written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation, termination or material change, including to limits, deductible or self-insured retention, to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: LAFCO of Alameda County, Attn: Executive Officer, 224 West Winton Avenue, Suite 110, Hayward, California 94544.

12.10. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to LAFCO. Any insurance or self-insurance maintained by LAFCO and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

12.11. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against LAFCO. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.

12.12. **Report of Claims to LAFCO.** Consultant shall report to LAFCO, in addition to Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.

12.13. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to LAFCO. LAFCO may require Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, LAFCO must approve all such amounts prior to execution of this Agreement.

LAFCO has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein are subject to LAFCO's approval.

12.14. **Duty to Defend and Indemnify.** Consultant's duties to defend and indemnify LAFCO under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration or termination of this Agreement as reasonably necessary to effectuate the terms of this Agreement.

13. MUTUAL COOPERATION

13.1. **LAFCO Cooperation in Performance.** LAFCO shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.

13.2. **Consultant Cooperation in Defense of Claims.** If any claim or action is brought against LAFCO relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that LAFCO may require in the defense of that claim or action.

14. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and LAFCO's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing); or (iii) the day of delivery if emailed to the email address listed below.

If to LAFCO

Rachel Jones, Executive Officer
LAFCO of Alameda County
224 West Winton Avenue, Suite 110
Hayward, California 94544
Telephone: 510.591.1332
Email: rachel.jones@alamedalafco.org

With courtesy copy to:

Matthew T. Summers
LAFCO General Counsel
Colantuono, Highsmith & Whatley, PC
790 E. Colorado Blvd. Suite 850
Pasadena, CA 91101-2109
Phone (213) 542-5700
Email: msummers@chwlaw.us

If to Consultant:

Joe Serrano
Address: _____
_____
Telephone: _____
Email: _____

15. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 5.14 (Records), Section 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnification), Section 12.8 (Claims-Made Policies), Section 13.2 (Consultant Cooperation in Defense of Claims), and Section 18.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement as long as necessary to effectuate this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

16. TERMINATION

16.1. **LAFCO Termination.** LAFCO may, in its sole and unfettered discretion and without cause, terminate this Agreement at any time prior to completion by Consultant of the services required. Notice of Termination of this Agreement shall be given in writing to Consultant and shall be sufficient and complete when same is emailed to Consultant and simultaneously deposited in the United States mail postage prepaid and certified, addressed. The Agreement shall be terminated upon receipt of the Notice of Termination by Consultant. If LAFCO should terminate this Agreement, Consultant shall be compensated for all work reasonably satisfactorily performed prior to time of receipt of termination notice, and shall be compensated for materials ordered by Consultant or his/her employees, or services of others ordered by Consultant or his/her employees prior to receipt of Notice of Termination whether or not such materials or final instruments of services of others have actually been delivered, provided that Consultant or its employees are not able to cancel such orders for materials or services of others after making reasonably diligent efforts to do so. Compensation for Consultant in the event of termination by LAFCO shall be determined by the Executive

Officer in accordance with the percentage of project completed. In the event that this Agreement is terminated pursuant to this Section 16.1, Consultant shall not be entitled to any additional compensation over that provided herein; nor shall Consultant be entitled to payment for any alleged damages or injuries (including lost opportunity damages) purportedly caused by the termination of this Agreement by LAFCO pursuant hereto.

16.2. **Consultant Termination.** Consultant may terminate this Agreement upon thirty (30) days written notice to LAFCO. Consultant's written notice of termination shall contain a full explanation of the facts and circumstances constituting good cause. In the event of termination, all notes, sketches, computations, drawings and specifications, or other data, whether complete or not, if any, produced through the time of LAFCO's last payment shall be relinquished to LAFCO. LAFCO may, at its own expense, make copies or extract information from any such notes, sketches, computations, drawings, and specifications, or other data whether complete or not.

16.3. **Consultant Failure to Perform.** Should Consultant fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, LAFCO may terminate this Agreement by giving written notice of such termination, stating the reasons for such termination in such event. Consultant shall be compensated as above, provided, however, there shall be deducted from such amount the amount of damage if any, sustained by LAFCO by virtue of Consultant's breach of this Agreement.

16.4. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. LAFCO shall have the benefit of such work as may have been completed up to the time of such termination.

16.5. **Remedies.** LAFCO and Consultant retain any and all available legal and equitable remedies for the other Party's breach of this Agreement.

17. INTERPRETATION OF AGREEMENT

17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.

17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between LAFCO and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are

binding upon the parties. Amendments hereto or deviations here from shall be effective and binding only if made in writing and executed on by LAFCO and Consultant.

17.3. **Headings.** The headings and captions appearing at the commencement of the Sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the Section or Subsection thereof at the head of which it appears, the language of the Section or Subsection shall control and govern in the construction of this Agreement.

17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting.

18. GENERAL PROVISIONS

18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by LAFCO. LAFCO shall grant such consent if disclosure is legally required. All LAFCO data shall be returned to LAFCO upon the termination or expiration of this Agreement except as noted in Sections 5 and 9, above.

18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultant to file, if applicable, a Statement of Economic Interest with LAFCO's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, LAFCO shall have the right to rescind this Agreement

without liability. For the term of this Agreement, no member, officer, or employee of LAFCO, during the term of his or her service with LAFCO, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without LAFCO's prior written consent, and any attempt to do so shall be void and of no effect. LAFCO shall not be obligated or liable under this Agreement to any party other than Consultant.

18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.

18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.

18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.

18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by LAFCO or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by LAFCO or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.

18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in LAFCO's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.

18.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, each party shall pay its own costs, including any accountants' and attorneys' fees expended in the action.

18.12. **Venue.** The venue for any litigation shall be in the Superior Court of California for the County of Alameda. Consultant hereby consents to jurisdiction in that court for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

18.13. **Counterparts; Electronic Signatures.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.

[*Signatures on following page*]

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TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"LAFCO" Local Agency Formation Commission of Alameda County	"Consultant" Local Agency Formation Commission of Santa Cruz County
By:_____ *Signature*	By:_____ *Signature*
Printed:_____	Printed:_____
Title:_____	Title:_____
Date:_____	Date:_____

Approved as to form:

By: _____
Matthew T. Summers, LAFCO Counsel

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PSA #: _____

CAMPAIGN CONTRIBUTION DISCLOSURE PROVISIONS

LAFCOs are subject to the campaign disclosure provisions detailed in Government Code section 84308.

Please carefully read the following information to determine if the provisions apply to you. If you determine that the provisions are applicable, this Campaign Disclosure Form must be completed and returned to the LAFCO with your application.

1. No LAFCO Commissioner shall accept, solicit, or direct a contribution of more than $500 from any party[1] or party's agent[2] during the pendency of your application and for 12 months after the date a final decision is rendered by the LAFCO. This prohibition commences when your application has been filed or the proceeding is otherwise initiated.

2. A party to a LAFCO proceeding shall disclose on the record of the proceeding any contribution of more than $500 made to any Commissioner by the party or party's agent during the 12 months preceding the proceeding. No party or party's agent to a LAFCO proceeding shall make a contribution to a Commissioner while the application is pending, during the proceeding, and for 12 months following the date a final decision is rendered by the LAFCO.

3. Prior to considering your application, any Commissioner who received a contribution of more than $500 within the 12 months preceding the commencement of the proceedings on your application from any party or party's agent, shall disclose that fact on the record of the proceeding and shall be disqualified from participating in the proceeding. However, if any Commissioner receives a contribution that otherwise would require disqualification and returns the contribution within 30 days of knowing about the contribution and the relevant proceeding, that Commissioner shall be permitted to participate in the proceeding.

To determine whether a campaign contribution of more than $500 has been made by you or your agent to a Commissioner within the preceding 12 months, all contributions made by you or your agent during that period must be aggregated.

Names of current LAFCO Commissioners are available on the LAFCO's website. If you have questions about Government Code section 84308, FPPC regulations, or the Campaign Disclosure Form, please contact the LAFCO Clerk.

[1] "Party" is defined as any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.

[2] "Agent" is defined as a person who represents a party in connection with a proceeding. If an individual acting as an agent also is acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar entity or corporation, both the individual and the entity or corporation are agents. When a closed corporation is a party to a proceeding, the majority shareholder is subject to these provisions.

PSA #: _____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

(a) Application for:

- ☐ License
- ☐ Permit
- ☐ Franchise
- ☐ Mills Act or Development Agreement
- ☐ Contract (Professional Services, Construction Services, Maintenance, Public Works, etc.)
- ☐ Lease
- ☐ Other Entitlement[3]

Name and address of any party or party's agent who has contributed more than $500 to any Commissioner within the preceding 12 months. If none, write in "none:"

1. _____
2. _____
3. _____

(b) Date and amount of Contribution:

Date: _____ Amount: $_____

Date: _____ Amount: $_____

Date: _____ Amount: $_____

(c) Name of Commissioner to whom contribution was made:

1. _____
2. _____
3. _____

(d) I certify that the above information is true and correct to the best of my knowledge.

Name: _____

Signature: _____

Date: _____ Phone: _____

To be completed by LAFCO:

[3] "License, permit or other entitlement for use" means all business, professional, trade, and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts) and all franchises.

DRAFT

Application No.: _____

WORKER'S COMPENSATION INSURANCE ACKNOWLEDGEMENT

I am aware of the provisions of section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. If any class of employees engaged in work under this contract at the site of the Project is not protected under any Worker's Compensation law, Consultant shall provide and shall cause each subconsultant to provide adequate insurance for the protection of employees not otherwise protected. Consultant shall indemnify and hold harmless LAFCO for any damage resulting from failure of either Consultant or any subconsultant to take out or maintain such insurance.

Date:_____ _____

Signature

_____

Printed Name

_____

Title

DRAFT

EXHIBIT A

(Scope of Services)

Alameda LAFCO plans to convene a strategic planning workshop in late January or early February 2027, with the exact date and location to be determined. Alameda LAFCO held its last strategic planning workshop in September 2023 and subsequently adopted its third strategic plan in March 2024. LAFCO desires to review its strategic plan in light of accomplishments, emerging issues, and organizational priorities, and to update the plan with action-oriented goals and adaptive practices. The workshop is intended to focus on the unique role of the Commissioners and the Commission as a whole in addressing issues affecting Alameda County, while also serving as a team-building opportunity for Commissioners and staff. The purpose of this contract is to design and facilitate the strategic planning workshop and assist LAFCO in developing an updated, action-oriented strategic plan.

Scope of Work

The Contractor will provide the following services in association with this contract:

- Participate in preparatory meeting(s) with staff to clarify goals and outcomes anticipated
- Prepare workshop design
- Consult with LAFCO staff and commissioners as necessary in preparation for workshop
- Finalize agenda for workshop
- Prepare workshop materials for reproduction by LAFCo
- Facilitate workshop
- Review draft workshop minutes and notes (LAFCO staff will compile minutes and notes)
- Review the updated strategic planning document to assure conformance with planning session

The Contractor will provide draft materials for review and approval by LAFCO staff. All final materials are to be delivered in electronic format to LAFCO no later than seven days prior to the workshop in order to provide ample time to prepare workshop materials, unless otherwise mutually agreed in writing. All work products will be prepared in Word, Excel and/or Power Point or other programs compatible with Alameda LAFCO formats.

LAFCO will be responsible for all other workshop costs and obligations, including handout materials, printing, supplemental books or publications, and any other materials or supplies. LAFCO will provide the workshop facility and all typical equipment including flipchart, easels, projector, screen, and laptop computer as necessary.

Project Timeline

Consultant shall perform the services required under this Agreement in accordance with the following timeline. The schedule assumes that the contract is finalized prior to project initiation. The schedule is subject to modification by mutual agreement of the Consultant and the LAFCO Executive Officer.

Task	Timeline
Strategic Planning Workshop	Late January or early February 2027 (date TBD)
Workshop follow-up (review minutes/notes and strategic plan)	Within 2-3 weeks following the workshop

EXHIBIT B

(Approved Fee Schedule)

Flat fee for the Scope of Services described in Exhibit A: $4,000. Total compensation under this Agreement shall not exceed $4,000 without prior written authorization by LAFCO.

DRAFT

Agenda Item No. 6b

Santa Cruz Local Agency Formation Commission

Date: October 7, 2026
To: LAFCO Commissioners
From: Joe Serrano, Executive Officer
Subject: Fire-related Projects (Recurring Item)

SUMMARY OF RECOMMENDATION

The Commission has been receiving comprehensive updates on the various ongoing fire-related projects throughout the 2026 calendar year with notable accomplishments including but not limited to the formation of the LAFCO Fire Ad-Hoc Committee, the development of a five-year fiscal analysis for a proposed reorganization, and the adoption of the countywide fire report. The commission will receive the latest news regarding the various fire-related projects, including the proposed Pajaro Valley Fire Protection District reorganization effort. 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

Santa Cruz LAFCO staff continues to work closely with local fire agencies and their respective communities to support ongoing governance discussions, strengthen service coordination, and advance several active fire-related projects occurring simultaneously across the county. This collaborative work reflects LAFCO's role and commitment in helping agencies navigate complex transitions, evaluate long-term service needs, and engage residents in understanding potential governance tradeoffs. The following section provides a summary of the most recent development regarding the ongoing reorganization effort.

PVFPD Reorganization

The Commission recently received a letter from the Howard Jarvis Taxpayers Association (HJTA) requesting clarification on the proposed extension of CSA 48's existing benefit assessments as part of the reorganization, as shown in **Attachment 1**. The letter raises questions about whether such an extension would be permissible and if additional voter approval is required. While the correspondence outlines HJTA's general concerns regarding benefit assessments, it does not acknowledge that LAFCO law (Government Code Section 56886) expressly authorizes the extension, continuation, or modification of existing benefit assessments as part of a change of organization, including reorganizations, when such assessments are already lawfully imposed within the affected territory. This authority is established by the Cortese-Knox-Hertzberg Reorganization Act of 2000 and has long been applied in similar reorganizations statewide. The HJTA letter is attached for informational purposes only, and no Commission action is required at this time.

Other Fire-Related Projects

Beyond the PVFPD reorganization effort, staff continues to monitor and support several related fire-governance projects countywide. The proposed CSA 48 reorganization remains an active initiative, with its own feasibility study anticipated to begin after completion of the PVFPD reorganization, ensuring that fiscal and governance assumptions are based on updated conditions. Separately, the feasibility study evaluating long-term governance options among the City of Santa Cruz, Central Fire District, and Scotts Valley Fire Protection District remains on pause at the request of the affected agencies, pending completion of current reorganization work and clearer regional direction. And finally, staff continue to monitor the progress made by the Felton Fire Protection District after the successful passage of a new benefit assessment. The District is currently searching for a new fire chief and is providing assistance in the formation of a resident fire advisory committee. A full summary of each fire-related project, including current status and next steps, is provided on page three under **Table A**.

Table A: Overview of Fire Projects

Project	Affected Agencies	Description	Timeline / Deadline
CSA 48 Reorganization	County (CSA 48) and CalFIRE	**Status: Pending** The affected agencies and LAFCO are exploring the concept of transitioning CSA 48 into an independent special district. At present, the County and LAFCO are focusing on the proposed PVFPD before continuing this effort.	Group effort started in August 2024; Draft RFP may be considered by the commission in mid-2027
Pajaro Valley FPD Reorganization	County (CSA 48), CalFIRE, and Pajaro Valley FPD	**Status: Ongoing** LAFCO is processing an application submitted by PVFPD that would dissolve the district and concurrently annex the area into CSA 48. A dedicated webpage regarding the project is now available on LAFCO's website: https://santacruzlafco.org/pvfpd_reorg/	Application received on May 2, 2025; Two community workshops held in May 2026 and a third (in-person) workshop is tentatively scheduled to occur in early-2027 Commission may consider the reorganization by early-2027
Fire Memorandum of Understanding	City of Santa Cruz, Central Fire District, and Scotts Valley FPD	**Status: Pause** The affected agencies and LAFCO initially considered hiring a consultant to produce a study; however, those discussions were stalled at the board level. LAFCO has indicated it could take the lead in hiring an outside consultant to produce a special study if supported by the affected agencies.	Group effort started in July 2023; The affected agencies indicated that more time is needed before moving forward with a special study.
Felton FPD Governance Options	Felton Fire Protection District	**Status: Complete** Felton FPD conducted a successful mailed-in election with approximately 68% support from the community. FFPD is tentatively scheduled to announce the selection of a new full-time fire chief in late-July or early-August 2026.	LAFCO received and filed the governance options report in September 2025; LAFCO analyzed Felton FPD's recent improvements and actions as part of the 2026 Countywide Fire Report.

Respectfully Submitted,

Joe A. Serrano
Executive Officer

Attachment: Howard Jarvis Taxpayers Association (dated August 13, 2026)

HOWARD JARVIS, Founder (1903-1986)
JON COUPAL, President
CRAIG MORDOH, General Counsel
GREGORY THYBERG, JR., Director of Legal Affairs

HOWARD JARVIS TAXPAYERS ASSOCIATION
www.hjta.org

SACRAMENTO OFFICE:
1201 K Street, Suite 1030
Sacramento, CA 95814
(916) 444-9950, Fax (916) 444-9823

August 13, 2026

Joe Serano, Executive Officer
Joshua Nelson, Legal Counsel
Santa Cruz LAFCO
701 Ocean Street, Room 318-D
Santa Cruz, CA 95060
E: joe@santacruzlafco.org
Joshua.Nelson@bbklaw.com

Via Electronic Mail

Re: Annexation of Pajaro Valley Fire Protection District

To Whom it May Concern:

The Howard Jarvis Taxpayers Association ("HJTA") has been reviewing the proposed dissolution of the Pajaro Valley Fire Protection District ("PVFPD") and annexation of its territory into County Service Area 48 ("CSA 48"). We have significant concerns about the proposed financing structure under article XIII D of the California Constitution.

In 2024, PVFPD sought approval of a Fire Protection and Emergency Response Services Assessment under Proposition 218. The assessment failed, with 54.42 percent of the weighted ballots cast in opposition. PVFPD later considered another Proposition 218 assessment but discontinued that effort in October 2025.

The proposed reorganization would now dissolve PVFPD, annex approximately 4,200 parcels into CSA 48, and subject those parcels to CSA 48's two existing benefit assessments. The PVFPD parcels were not within the CSA 48 assessment district when those assessments were established, and the current published reorganization process does not identify an article XIII D assessment-ballot proceeding before the assessments would become applicable to those parcels. That raises issues beyond simply applying an existing assessment formula to additional parcels.

I. The CSA 48 Assessments

HJTA has a threshold concern with the services being financed through the CSA 48 assessments. Article XIII D permits an assessment only for a "particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large." (Cal. Const., art. XIII D, § 2, subd. (i).)

The official Legislative Analyst's analysis of Proposition 218 specifically identified fire assessments as a typical example of assessments providing general benefits. Voters were informed that assessments could recover only the portion of a service attributable to special benefit and that general revenues would have to fund the general-benefit portion. (Ballot Pamp., Gen. Elec. (Nov. 5, 1996) analysis of Prop. 218 by Legis. Analyst, pp. 73-74.)

The California Supreme Court subsequently confirmed that Proposition 218 narrowed the concept of special benefit and broadened general benefit to include benefits conferred generally on property within the assessment district. (*Silicon Valley Taxpayers' Assn., Inc. v. Santa Clara County Open Space Authority* (2008) 44 Cal.4th 431, 451-452.)

The 2020 CSA 48 Engineer's Report states that the assessment principally funds increased firefighter staffing and training and improved maintenance and replacement of fire apparatus and equipment. It identifies the resulting benefit as increased safety and protection of real property throughout the assessment district.

The Engineer's Report characterizes these assessment-funded services as enhancements above the fire protection otherwise supported by existing revenues and reasons that the additional staffing, equipment, and response capacity provide a direct benefit to assessed real property. HJTA recognizes that analysis. The unresolved question is whether an increment of districtwide fire staffing, equipment, and emergency-response capacity constitutes a "particular and distinct" benefit within the meaning of article XIII D, and whether the Report has fully identified and separated the general benefits produced by those same services.

Before either CSA 48 assessment is extended into the PVFPD territory, the County should explain why the special benefits identified in the existing Engineer's Report satisfy article XIII D as applied to the enlarged CSA 48 and identify the analysis supporting the allocation of general and special benefit.

II. Extending The Assessments Through Reorganization

There is a separate constitutional issue with imposing the existing CSA 48 assessments on the PVFPD parcels without an article XIII D ballot.

HJTA is aware of Government Code sections 56886, subdivision (t), and 57330, as well as 82 Ops.Cal.Atty.Gen. 180 (1999). The Attorney General concluded that the voter and landowner approval requirements need not be separately satisfied when a LAFCO reorganization extends previously established charges into annexed territory. The opinion assumed, however, that the assessment methodology would not change, rates would not increase, and the collection period would not be extended.

HJTA does not believe the Attorney General's advisory opinion disposes of the constitutional issue presented here.

Article XIII D provides that, "[n]otwithstanding any other provision of law," its requirements apply to "all assessments," including assessments imposed pursuant to state statute. (Cal. Const., art. XIII D, § 1.) Section 4 requires an agency imposing an assessment to identify the parcels receiving special benefit, calculate the amount attributable to each parcel, provide notice to the affected property owners, and conduct a weighted property-owner ballot.

The California Supreme Court has called that vote a "bedrock requirement" of article XIII D. (*Ventura Group Ventures, Inc. v. Ventura Port Dist.* (2001) 24 Cal.4th 1089, 1107.) Even where a project provides a special benefit, the property owners retain the right to decide whether they wish to receive that benefit at the proposed cost. (*Id.* at pp. 1107-1108.)

A LAFCO protest proceeding is not the proceeding described in article XIII D. It asks whether a governmental reorganization should occur. It does not give each affected parcel owner a vote weighted according to the amount of the proposed assessment.

Nor does *Citizens Assn. of Sunset Beach v. Orange County Local Agency Formation Com.* (2012) 209 Cal.App.4th 1182 resolve the issue presented here. *Sunset Beach* broadly stated that Proposition 218 does not apply to annexations, but the case concerned preexisting taxes governed by article XIII C, not benefit assessments governed by article XIII D. It did not decide whether article XIII D's parcel-specific requirements concerning special benefit, separation of general benefit, proportionality, and supporting engineering remain applicable when a previously authorized assessment is extended for the first time to newly annexed parcels.

Here, the consequences are substantial. This is not a minor adjustment to CSA 48's boundary. An entire independent fire district would disappear, and thousands of parcels would become subject to two assessment regimes those property owners never participated in approving. If the County and LAFCO believe Government Code sections 56886 and 57330 permit that result notwithstanding article XIII D, please provide the legal analysis supporting that position.

III. Proportionality And The Enlarged CSA 48

Even assuming the CSA 48 assessments finance cognizable special benefits and may lawfully be extended without a new ballot, the County must still demonstrate that the amounts imposed on the PVFPD parcels satisfy article XIII D.

No assessment may exceed the reasonable cost of the proportional special benefit conferred on the parcel, and the agency bears the burden of demonstrating compliance. (Cal. Const., art. XIII D, § 4, subds. (a), (f); *Silicon Valley*, *supra*, 44 Cal.4th at pp. 447-449.)

The existing engineering reports show why a fresh look is necessary.

CSA 48's 2020 report analyzed 9,812 parcels in an approximately 286-square-mile service area served by ten year-round staffed fire stations. Its methodology incorporates property

characteristics, fire-hazard classifications, and GIS-calculated station travel times. The report also attributed a substantial portion of the services to general benefit.

PVFPD is different. Its engineering analysis describes approximately 18,000 residents over 52 square miles, one PVFPD station, and different contractual, automatic-aid, and mutual-aid arrangements. The County may ultimately be able to use portions of the existing CSA 48 methodology. But the factual assumptions underlying special benefit, general benefit, and proportionality cannot simply be carried over from one territory to the other.

LAFCO's draft parcel schedule describes the proposed calculation as the "csa48 rate at 172.70, adjusted by Casserly Rd only." The public record does not explain precisely what that notation means. The existing CSA 48 methodology uses several parcel-specific factors, including fire hazard and GIS-calculated station travel time. Please explain which elements of that methodology were recalculated for the PVFPD parcels, how the applicable parcel and hazard factors were determined, and why the proximity component apparently references Casserly Road only.

The numbers also deserve an explanation.

LAFCO's draft parcel calculations produce approximately $1,784,346 in combined CSA 48 assessments for the PVFPD parcels. The FY 2026-27 financial projection assumes $1,855,720 in CSA 48 Fire Flow/Assessment revenue.

$1,784,346 × 1.04 = $1,855,719.84.

The near-exact mathematical relationship between the two figures suggests that the $1,855,720 projection may have been derived by increasing the draft parcel calculation by four percent. If so, please identify the basis for that adjustment and the current engineering analysis establishing that the resulting assessment amount reflects the reasonable cost of proportional special benefits to the affected parcels. If not, please explain how the $1,855,720 figure was derived.

In *Silicon Valley*, the Supreme Court quoted the criticism of an assessment methodology that "works backward by starting with an amount taxpayers are likely to pay and then determines an annual spending budget based thereon." (*Silicon Valley*, *supra*, 44 Cal.4th at p. 457.) That concern is implicated here. The lawful assessment amount must follow from the cost of the proportional special benefit. It cannot simply be the amount the existing assessment structure is capable of generating.

IV. Requested Materials

Before the reorganization is finalized, please provide or identify:

1. The legal analysis supporting application of the two CSA 48 assessments to the PVFPD parcels without an article XIII D assessment-ballot proceeding.

2. The analysis identifying the particular and distinct special benefits financed by each CSA 48 assessment and distinguishing those benefits from general governmental fire protection and emergency response.

3. The calculation underlying the proposed CSA 48 charges and the $1,855,720 FY 2026-27 revenue projection, including the applicable rates, escalation factors, and whether the rates used are the maximum rates currently authorized.

4. Any current engineer's report, technical memorandum, workpaper, spreadsheet, GIS analysis, or other work addressing special benefit, general benefit, service geography, response resources, costs, and proportionality for the enlarged CSA 48, including the basis for the notation "adjusted by Casserly Rd only," the station/travel-time assumptions applied to PVFPD parcels, and the underlying parcel-factor calculations.

5. The foundational engineer's report and authorizing documents for the 1997 Fire Flow Unit Assessment, including the original benefit determination, methodology, rate authority, and escalation provisions.

HJTA supports adequately funded fire protection. Our concern is with the financing mechanism.

PVFPD's 2024 proposed assessment was rejected in the article XIII D weighted-ballot proceeding. The proposed reorganization would now dissolve PVFPD and make thousands of those parcels subject to two different fire assessments without an article XIII D ballot. The present record also leaves unresolved whether the services financed by those assessments constitute particular and distinct special benefits and whether the amounts proposed for the PVFPD parcels satisfy article XIII D.

These questions should be addressed before LAFCO acts on the reorganization. If the County believes the existing assessments may lawfully be extended to the PVFPD territory on the present record, please provide the legal and engineering support for that position together with the materials identified above.

Best Regards,

/s/ Gregory A. Thyberg, Jr.
Gregory A. Thyberg, Jr.
Director of Legal Affairs

CC: Jason Heath "CountyCounsel@santacruzcountyca.gov"

Agenda Item No. 6c

Santa Cruz Local Agency Formation Commission

Date: October 7, 2026
To: LAFCO Commissioners
From: Joe Serrano, Executive Officer
Subject: Special District Risk Management Authority Award Recognition

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SUMMARY OF RECOMMENDATION

The Special District Risk Management Authority ("SDRMA") provides workers compensation and other insurance coverage to public agencies in California, including LAFCO. SDRMA recently awarded Santa Cruz LAFCO its "President's Special Acknowledgement Award" which recognizes members with no paid claims during the prior five consecutive program years participating in the Worker's Compensation Program. 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

SDRMA is a statewide public agency formed under Government Code Section 6500 that provides comprehensive, pooled risk-management services to California's local governments. SDRMA offers coverage programs including workers' compensation, liability, property, and health benefits, serving more than 600 public agencies, including LAFCOs. Its mission emphasizes cost-effective coverage, strong claims management, and proactive loss-prevention resources that help member agencies reduce risk exposure and long-term costs.

Award Recognition

SDRMA's President's Special Acknowledgement Award recognizes member agencies that have maintained five consecutive program years with no paid workers' compensation claims. The award highlights exemplary safety performance, effective internal practices, and consistent adherence to risk-management standards. It is issued annually to qualifying members across the state and reflects sustained operational discipline rather than short-term outcomes.

Santa Cruz LAFCO recently received SDRMA's President's Special Acknowledgement Award for maintaining five consecutive program years with no paid workers' compensation claims. This performance reflects the Commission's small but stable organizational structure, strong administrative practices, and commitment to maintaining a safe and low-risk work environment. Santa Cruz LAFCO also received this recognition in 2023, demonstrating a sustained pattern of exemplary risk-management performance across multiple years. The award underscores the agency's continued adherence to workplace safety protocols, effective internal controls, and disciplined operational practices.

CONCLUSION

The award reflects Santa Cruz LAFCO's ongoing commitment to responsible governance, risk-management discipline, and organizational professionalism. Staff recommend the Commission receive and file this report acknowledging SDRMA's recognition of the agency's exemplary workers' compensation record.

Respectfully Submitted,

Joe A. Serrano
Executive Officer

Attachment: SDRMA Award (2026 Edition)

SDRMA
SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

President's Special Acknowledgement Award

The President of the Special District Risk Management Authority

Hereby gives special recognition to

Santa Cruz Local Agency Formation Commission

The President's Special Acknowledgement Award is to recognize members with no "paid" claims during the prior five consecutive program years in the Workers' Compensation Program. A "paid" claim for the purposes of this recognition represents the first payment on an open claim during that same period. Congratulations on your excellent claims record!

Robert J. Swan

Robert J. Swan, SDRMA Boa,'d President

7/14/2026

Date

Agenda Item No. 6d

Santa Cruz Local Agency Formation Commission

Date: October 7, 2026
To: LAFCO Commissioners
From: Joe Serrano, Executive Officer
Subject: CALAFCO Update

SUMMARY OF RECOMMENDATION

Santa Cruz LAFCO is a member of the California Association of LAFCOs (CALAFCO). The annual conference hosted by CALAFCO will be held in Sacramento from October 21 to October 23, 2026. During the August and September meetings, the Commission nominated their Executive Officer and Commissioner Roger Anderson to run for the four Coastal Region seats on the CALAFCO Board of Directors. 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 2026 CALAFCO Annual Conference will be held from October 21st to October 23rd in Sacramento (Central Region). At the conference, a historic election will take place to appoint 16 new board members to CALAFCO (four members for each region). At its August 5th LAFCO meeting, the Commission designated Chair Rachél Lather as the voting delegate and Commissioner Jim Anderson as the alternate.

Nomination Form Discrepancy

Both Commissioner Roger Anderson and Executive Officer Joe Serrano are incumbents seeking reelection, and the Commission unanimously nominated both candidates at the August and September meetings. All required nomination materials were completed and submitted to CALAFCO prior to the September 4, 2026 deadline. Candidacy forms for Joe Serrano were submitted on August 6th and Commissioner Roger Anderson's forms were submitted on September 3rd, as shown in **Attachment 1**. Nearly three weeks after the submittal deadline, CALAFCO issued correspondence regarding the status of these forms, as shown in **Attachment 2**. As a result, Commissioner Roger Anderson and I were not included in the election packet recently distributed to the voting delegates (refer to **Attachment 3**) and our names will also be omitted from the upcoming ballot. While staff respectfully disagreed with CALAFCO's decision, we did not contest the outcome. Commissioner Roger Anderson has since decided not to move forward with his reelection effort due to this determination. No Commission action is required at this time; however, staff will offer comments on CALAFCO's determination and outline potential next steps.

Campaign Concerns

For further transparency, it must be noted that another candidate involved in the upcoming CALAFCO election for the Coastal Region has made statements alleging incompetence and even unlawful conduct by the Executive Officers of Santa Cruz LAFCO and Ventura LAFCO (who is also running for seat on the Board). It is important that the Commission understand that the claims are unfounded and completely offensive.

Additionally, as a LAFCO employee for the past 18 years, I am disappointed by both the tone and disregard shown for the professionalism expected from serving on this statewide organization whose mission is to uphold good governance. I remain committed to transparency, respect, and being fully professional in my conduct throughout the remainder of this campaign.

Finally, a personal note from your Executive Officer - I am still running (now as a write-in candidate) because the membership unanimously saw value in amending the bylaws to allow Executive Officers to serve on the Board, and I am simply answering that call to help CALAFCO stabilize, rebuild trust, and strengthen its statewide support. It is a call I have always answered and will continue to answer if given the opportunity. However, recent actions have made these, and other efforts, more difficult to pursue, and I am deeply concerned about CALAFCO's future. I felt it was appropriate to publicly inform the Commission of these circumstances, given the potential implications in how the public and member LAFCOs may perceive our agency and its leadership.

Respectfully Submitted,

Joe A. Serrano
Executive Officer

Attachments:

1) Nomination Form Submittals (dated 8/6/26 and 9/3/26)
2) CALAFCO Letters (dated 9/21/26)
3) CALAFCO Election Packet (Coastal Region)

From: Joe Serrano
To: Michelle McIntyre
Subject: Board Member Nomination Forms
Date: Thursday, August 6, 2026 1:00:00 PM
Attachments: CALAFCO BOD Candidate Info Statement Form_Joe Serrano (Signed Version).pdf
CALAFCO BOD Nomination Form_Joe Serrano (Signed Version).pdf

Hello Ms. Michelle,

My commission unanimously nominated me to run for the Coastal Region seats on the CALAFCO Board during yesterday's Commission meeting. Attached are the required forms for your review and consideration.

Let me know if you have any questions.

-Joe

Joe A. Serrano
Executive Officer
Local Agency Formation Commission of Santa Cruz County
701 Ocean Street, Room 318-D, Santa Cruz, CA 95060
Email: joe@santacruzlafco.org
Phone: (831) 454-2055

From: Joe Serrano
To: Michelle McIntyre
Subject: Coastal Region Candidate
Date: Thursday, September 3, 2026 3:16:00 PM
Attachments: 2026 CALAFCO Board Nomination Forms - Roger Anderson (signed version).pdf

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Hello Ms. Michelle,

My commission unanimously nominated Roger Anderson to run for the one-year seat for the Coastal Region on the CALAFCO Board. Attached are his signed forms.

Side note – could you share who else is running for the Coastal Region (perhaps after the deadline passes)?

Thank you.

-Joe

Joe A. Serrano
Executive Officer
Local Agency Formation Commission of Santa Cruz County
701 Ocean Street, Room 318-D, Santa Cruz, CA 95060
Email: joe@santacruzlafco.org
Phone: (831) 454-2055

September 21, 2026

Joe A. Serrano
Executive Officer
Santa Cruz LAFCO
701 Ocean Street, Room 318-D
Santa Cruz, CA 95060

Subject: Follow-up on Your 2026 CALAFCO Board Nomination

Dear Joe:

Thank you again for speaking with me about your nomination for the 2026 CALAFCO Board election. I am following up in writing to create a clear record of the determination.

To be included on the prepared ballot, a candidate's nomination form had to be signed by the chair of the candidate's LAFCO. The form submitted for your nomination did not include the required signature from the Santa Cruz LAFCO chair. Because that requirement was not met by the September 4 deadline, your name cannot be included on the prepared ballot or in the Election Committee's report and candidate materials.

As we discussed, this does not prevent you from running for the Board. CALAFCO's election procedures allow nominations from the floor during the regional caucuses. A Member LAFCO in good standing may identify itself and nominate an individual. No second is required. If you are nominated from the floor during the Coastal Region caucus, you may participate in the candidate forum and stand for election.

This determination applies only to the advance nomination process. It does not affect your current service as a CALAFCO Board member and Regional Officer, and it is not a reflection on your qualifications or your contributions to CALAFCO.

I appreciate your understanding and your continued service to CALAFCO. Please let me know if you would like to discuss anything further before the conference.

Sincerely,

Michelle McIntyre

Michelle McIntyre

September 21, 2026

Roger Anderson, Commissioner
Santa Cruz LAFCO
701 Ocean Street, Room 318-D
Santa Cruz, CA 95060

Subject: Follow-up on Your 2026 CALAFCO Board Nomination

Dear Roger:

Thank you for your interest in continuing to serve on the CALAFCO Board and for the service you have already provided as a Board member.

CALAFCO has completed its review of the nominations submitted for the 2026 Board election. To be included on the prepared ballot, a candidate's nomination form had to be signed by the chair of the candidate's LAFCO. The form submitted for your nomination was not signed by the Santa Cruz LAFCO chair, and no supporting documentation was provided by the September 4 deadline showing that another person had been authorized to sign on the Commission's behalf.

Because the required authorization was not provided by the deadline, your name cannot be included on the prepared ballot or in the Election Committee's report and candidate materials.

This does not prevent you from running for the Board. CALAFCO's election procedures allow nominations from the floor during the regional caucuses. A Member LAFCO in good standing may identify itself and nominate an individual. No second is required. If you are nominated from the floor during the Coastal Region caucus, you may participate in the candidate forum and stand for election.

This determination applies only to the advance nomination process. It does not affect your current service on the CALAFCO Board, and it is not a reflection on your qualifications or your contributions to CALAFCO. Since you were not eligible to be included on the prepared ballot, attendance at the September 10 candidate orientation was not required.

I realize this may be unexpected, and I am sorry to be the one sharing the news. I appreciate your past and current service to CALAFCO and hope you will consider seeking nomination from the floor. Please feel free to contact me if you would like to discuss the determination or the caucus process.

Sincerely,

Michelle McIntyre

Michelle McIntyre

cc: Joe A. Serrano, Executive Officer, Santa Cruz LAFCO

September 29, 2026

To: Coastal Region Member LAFCOs and Voting Delegates
From: Neelima Palacherla, Election Committee Chair, and Election Committee members
Re: **2026 CALAFCO Board of Directors Election – Coastal Region Election Committee Report**

Under CALAFCO Bylaws Section 4.2 and Policies and Procedures Section 5.7.1, Coastal Region Member LAFCOs will elect four directors at the regional caucus on Thursday, October 22, 2026, from 8:00 to 9:00 a.m. in the Tofanelli room at the Sheraton Grand Sacramento Hotel. Two seats will have one-year terms, and two will have two-year terms. The terms begin on December 1, 2026.

The eligible nominees are listed below by term category, in the order recorded in the candidate eligibility summary. Nominations from the floor will be accepted separately for each term category during the caucus.

Coastal Region nominations

Term category	Candidate	Member LAFCO
One year	Wendy Root Askew	Monterey LAFCO
One year	Kai Luoma	Ventura LAFCO
One year	Leslie Q. Jordan	San Benito LAFCO
Two years	Virginia Chang Kiraly	San Mateo LAFCO
Two years	Rosemary Kamei	Santa Clara LAFCO

The one-year category currently has three candidates for two seats, and the two-year category has two candidates for two seats. The voting method will be determined after floor nominations close. Under Section 5.7.1, a voice vote is used when the number of candidates equals the number of vacancies, and written ballots are used when there are more candidates than vacancies.

A quorum for the Coastal caucus requires eight of the region's fourteen Member LAFCOs. Each Member LAFCO votes through its authorized Voting Delegate or acting Alternate Voting Delegate and may select up to two candidates per term category.

A Member LAFCO in good standing with no representative attending the Annual Business Meeting may vote using an electronic ballot requested by the deadline. Timely returned electronic ballots

count toward the regional quorum and initial election, but may not include floor nominees or be counted in a runoff.

Completed electronic ballots must reach the Executive Director by October 19, 2026. Late ballots cannot be counted.

If any seat remains unfilled after the caucus, the Election Committee Chair will notify the Board Chair, and an at-large statewide election will be held at the Annual Business Meeting beginning at 9:00 a.m.

Candidate nomination and statement materials accompany this report and will also be available on CALAFCO's member election page and near conference registration.

Received 8/28/26 @ 11:58 am

LAFCO *of Monterey County*

LOCAL AGENCY FORMATION COMMISSION OF MONTEREY COUNTY

2026 Commissioners
Chair
Mary Ann Leffel
Special District Member

Vice Chair
Matt Gourley
Public Member

Wendy Root Askew
County Member

Mike Bikle
Public Member, Alternate

Kate Daniels
County Member

Dennis Donohue
City Member

David Kong
Special District Member, Alternate

Chad Lindley
Special District Member

Chris Lopez
County Member, Alternate

Ian Oglesby
City Member

Anna Velazquez
City Member, Alternate

Counsel

Reed Gallogly
General Counsel

Executive Officer

Ken Wysocki, Ph.D.

132 W. Gabilan Street, #102
Salinas, CA 93901

P. O. Box 1369
Salinas, CA 93902

Voice: 831-754-5838

www.monterey.lafco.ca.gov

MEMORANDUM

DATE: August 28, 2026

TO: CALAFCO Executive Director Michelle McIntyre

FROM: Ken Wysocki, Ph.D., Executive Officer

SUBJECT: Transmittal of Coastal Region CALAFCO Board Nomination – Commissioner Wendy Root Askew

This memorandum transmits Monterey LAFCO's nomination of Wendy Root Askew for appointment to the Coastal Region seat of the CALAFCO Board of Directors. We are proud to submit the Nomination Form and Candidate Information and Statement Form for consideration.

Commissioner Wendy Root Askew is a dedicated leader in Monterey County, throughout the Central Coast region, and at the state level. Appointed as a County Member of LAFCO in January 2021, she has consistently demonstrated a collaborative, thoughtful, and forward-looking approach to the important work of LAFCO.

Commissioner Root Askew has effectively served CALAFCO as Chair, providing strong leadership and representing the interests of LAFCOs across California. Her experience has given her a broad understanding of the opportunities and challenges facing LAFCOs, including regional planning, agricultural preservation, effective service delivery, and responsible local governance.

We respectfully submit her nomination and appreciate your time and consideration.

Enclosures:
1. Nomination Form
2. Candidate Information and Statement Form

2026 CALAFCO BOARD OF DIRECTORS CANDIDATE

Nomination Form

[To be completed by both the Member LAFCO making the nomination AND the Nominee]

This form is to be used by CALAFCO Member LAFCOs to nominate candidates for the 2026 CALAFCO Board of Directors election.
Candidates should reserve Thursday, September 10, 2026, at 10:00 a.m. for the required virtual Candidate Orientation.

NOMINATION DEADLINE:
Completed nomination materials must be received no later than 5:00 p.m. on Friday, September 4, 2026.

1 - Election Information

CALAFCO Region:

☐ Northern Region ☐ Central Region ■ Coastal Region ☐ Southern Region

Term Category Sought:

■ One-Year Term ☐ Two-Year Term

Candidates may seek election to only one term category.

2 - Candidate Information

Candidate Name: Wendy Root Askew

Title/Position: Monterey County Supervisor / LAFCO Commissioner / Chair, CALAFCO

Member LAFCO: Monterey LAFCO

Mailing Address: 2616 1st Avenue, Marina, CA 93933

Phone: 831-883-7571

Email: District4@co.monterey.ca.us

3 - Candidate Eligibility and Board Expectations

Candidate Eligibility

■ I certify that I am eligible to serve on the CALAFCO Board of Directors consistent with the CALAFCO Bylaws and Policies & Procedures.

■ I certify that I am affiliated with a CALAFCO Member LAFCO.

■ I certify that I am eligible to seek election within the region identified above.

Submit to: mmcintyre@calafco.org • Deadline: Friday, September 4, 2026 by 5:00 p.m.

Board Expectations

- ☐ I understand that Board members are expected to actively participate in Board meetings, committee assignments, CALAFCO conferences, and other Board responsibilities.
- ☐ I understand that candidates are expected to participate in the virtual Candidate Orientation scheduled for Thursday, September 10, 2026, at 10:00 a.m.
- ☐ I understand that Board members have a responsibility to serve the interests of CALAFCO and the statewide LAFCO community.
- ☐ I understand that newly elected Directors begin their terms on December 1, 2026, consistent with the CALAFCO Bylaws.

4 – Candidate Acceptance

☐ I accept this nomination for the CALAFCO Board of Directors.

Candidate Signature: _____

Date: August 27, 2028

5 – Member LAFCO Certification

Name: Mary Ann Leffel

Title: Chair, Monterey LAFCO

Member LAFCO: Monterey LAFCO

Signature: _____

Date: 8-24-26

As Chair, I certify that this nomination has the support of our LAFCO. If elected, our LAFCO is committed to supporting the nominee in fulfilling the responsibilities of serving on the CALAFCO Board.

6 – Submission Instructions

Both the Candidate Nomination Form (Attachment 1) and the Candidate Information & Statement Form (Attachment 2) must be received no later than 5:00 p.m. on Friday, September 4, 2026. Pursuant to the CALAFCO Policies and Procedures, nomination materials received after the deadline will be returned marked "Received too late for Election Committee action."

SUBMITTING NOMINATION MATERIALS:

Please submit completed nomination materials by email to mmcintyre@calafco.org or by mail to:
1451 River Park Drive, Suite 185, Sacramento, CA 95815

Questions regarding the nomination or election process are welcome and may be directed to the CALAFCO Executive Director or members of the Election Committee.

California Association of Local Agency Formation Commissions
CALAFCO
SUPPORTING SUSTAINABLE COMMUNITY GROWTH

2026 CALAFCO Board of Directors
Candidate Information and Statement Form



[To be submitted with Candidate Nomination Form]

This form is to be completed by candidates seeking election to the 2026 CALAFCO Board of Directors. Information provided on this form, including the candidate statement and any submitted photograph, may be included in the election materials distributed to Member LAFCOs and voting delegates.

Candidates should reserve Thursday, September 10, 2026, at 10:00 a.m. for the required virtual Candidate Orientation.

1. Election Information

CALAFCO Region:

☐ Northern Region ☐ Central Region ☒ Coastal Region ☐ Southern Region

Term Category Sought:

☒ One-Year Term ☐ Two-Year Term

Candidates may seek election to only one term category.

2. Candidate Information

Candidate Name: Wendy Root Askew

Title/Position: County Supervisor / LAFCO Commissioner / Chair, CALAFCO

Member LAFCO: LAFCO of Monterey County

Mailing Address: 2616 1st Avenue, Marina, CA 93933

Phone: (831) 883-7571 Email: district4@countyofmonterey.gov

3. Professional and LAFCO Background

Please provide a summary of your professional experience, current position, involvement with LAFCOs, and participation in CALAFCO activities-maximum 250 words.

Wendy Root Askew, a fourth-generation Central Coast resident, brings 17 years of public service and collaborative leadership at the local, state, and national levels. She serves as Chair of the Monterey County Board of Supervisors, Commissioner of Monterey LAFCO, and Chair of the California Association of Local Agency Formation Commissions (CALAFCO). Elected Supervisor in 2020, she represents portions of the Salinas Valley and the cities of Salinas, Marina, Seaside, Del Rey Oaks, and Sand City.

Wendy has served as Monterey County's representative on Monterey LAFCO since 2021 and Chair of Monterey LAFCO and CALAFCO in 2025/2026. Her LAFCO experience includes supporting the 2024 Municipal Service Review and Sphere of Influence (MSR/SOI) Study for Monterey Peninsula-Area Cities, reviewing and supporting several annexation applications by local agencies, and her leadership role in the award-winning 2024 amendment to Monterey LAFCO's Policy for the Preservation of Open Space and Agricultural Lands.

As CALAFCO Chair, Wendy has championed collaboration, professional development, and effective local governance. Under her leadership, CALAFCO modernized its governance, expanded educational opportunities through CALAFCO University, strengthened legislative engagement, launched a mentorship program, and advanced long-term organizational sustainability.

Wendy believes LAFCOs help communities grow intentionally by protecting farmland and open space, discouraging inefficient sprawl, encouraging responsible development, and promoting efficient, sustainable public services. She believes CALAFCO's greatest strength is its professional community, where LAFCO commissioners, executive officers, staff, and counsel share knowledge, build trust, and learn from one another to better serve Californians.

4. Candidate Statement

Please describe why you are seeking election to the CALAFCO Board of Directors and how your experience would contribute to the work of the Board and the statewide LAFCO community—maximum 250 words.

I am seeking re-election to the CALAFCO Board of Directors because I believe LAFCOs play an essential role in shaping sustainable communities, protecting valuable agricultural land, and ensuring that public services are delivered efficiently and responsibly. I want to help strengthen that mission statewide while ensuring that the diverse experiences and needs of individual LAFCOs are represented.

My experience with LAFCO has given me a strong understanding of the important, and sometimes complex, issues facing local agencies; from municipal service reviews and spheres of influence to annexations, governance, fiscal sustainability, and the long-term protection of agricultural resources. Serving as CALAFCO Chair provided me with a statewide perspective and the opportunity to work collaboratively with LAFCO commissioners, staff, local governments, special districts, and other stakeholders throughout California.

I bring to the Board a practical, collaborative approach, a commitment to thoughtful decision-making, and a deep appreciation for the important work performed by LAFCO commissioners and staff. I believe CALAFCO is strongest when its members share ideas, experiences, and innovative approaches to common challenges. I also believe CALAFCO has an important role in helping commissioners and staff navigate emerging issues, advocate for effective LAFCO policies, and communicate the value of LAFCO to the public and decision-makers.

5. Board Expectations

X I understand that Board members are expected to actively participate in Board meetings, committee assignments, CALAFCO conferences, and other Board responsibilities.

X I understand that Board members have a responsibility to serve the interests of CALAFCO and the statewide LAFCO community.

X I understand that Directors elected in 2026 begin their terms on December 1, 2026, consistent with the CALAFCO Bylaws.

6. Photo Submission (Optional)

I am seeking a seat on the Board to continue to build a strong statewide LAFCO community and help ensure that CALAFCO remains an effective advocate, resource, and voice for LAFCOs throughout California.

⬓ I have attached a photo for use in election materials.

Candidates are encouraged to submit a recent headshot for inclusion in the election materials, if available.



7. Candidate Signature

Signature: _____ Date: August 27, 2026

8. Submission Instructions

Both the Candidate Nomination Form (Attachment 1) and the Candidate Information & Statement Form (Attachment 2) must be received no later than 5:00 p.m. on Friday, September 4, 2026. Pursuant to the CALAFCO Policies and Procedures, nomination materials received after the deadline will be returned marked "Received too late for Election Committee action."

Submitting Nomination Materials:

Please submit completed nomination materials by email to **mmcintyre@calafco.org** or by mail to:
1451 River Park Drive, Suite 185, Sacramento, CA 95815

Questions regarding the nomination or election process are welcome and may be directed to the CALAFCO Executive Director or members of the Election Committee.

Received 9/2/26 @ 2:43PM

2026 CALAFCO BOARD OF DIRECTORS CANDIDATE

Nomination Form

[To be completed by both the Member LAFCO making the nomination AND the Nominee]

This form is to be used by CALAFCO Member LAFCOs to nominate candidates for the 2026 CALAFCO Board of Directors election.
Candidates should reserve Thursday, September 10, 2026, at 10:00 a.m. for the required virtual Candidate Orientation.

NOMINATION DEADLINE:
Completed nomination materials must be received no later than 5:00 p.m. on Friday, September 4, 2026.

1 - Election Information

CALAFCO Region:

☐ Northern Region ☐ Central Region ■ Coastal Region ☐ Southern Region

Term Category Sought:

■ One-Year Term ☐ Two-Year Term

Candidates may seek election to only one term category.

2 - Candidate Information

Candidate Name: Kai Luoma

Title/Position: Executive Officer

Member LAFCO: Ventura

Mailing Address: 801 S. Victoria Avenue, Suite 301

Phone: 805-654-2575

Email: Kai.Luoma@venturacounty.gov

3 - Candidate Eligibility and Board Expectations

Candidate Eligibility

■ I certify that I am eligible to serve on the CALAFCO Board of Directors consistent with the CALAFCO Bylaws and Policies & Procedures.

■ I certify that I am affiliated with a CALAFCO Member LAFCO.

■ I certify that I am eligible to seek election within the region identified above.

Board Expectations

- ☐ I understand that Board members are expected to actively participate in Board meetings, committee assignments, CALAFCO conferences, and other Board responsibilities.
- ☐ I understand that candidates are expected to participate in the virtual Candidate Orientation scheduled for Thursday, September 10, 2026, at 10:00 a.m.
- ☐ I understand that Board members have a responsibility to serve the interests of CALAFCO and the statewide LAFCO community.
- ☐ I understand that newly elected Directors begin their terms on December 1, 2026, consistent with the CALAFCO Bylaws.

4 – Candidate Acceptance

☐ I accept this nomination for the CALAFCO Board of Directors.

Candidate Signature: _____

Date: September 2, 2026

5 – Member LAFCO Certification

Name: Janice Parvin

Title: Chair

Member LAFCO: Ventura

Signature: _____

Date: August 19, 2026

As Chair, I certify that this nomination has the support of our LAFCO. If elected, our LAFCO is committed to supporting the nominee in fulfilling the responsibilities of serving on the CALAFCO Board.

6 – Submission Instructions

Both the Candidate Nomination Form (Attachment 1) and the Candidate Information & Statement Form (Attachment 2) must be received no later than 5:00 p.m. on Friday, September 4, 2026. Pursuant to the CALAFCO Policies and Procedures, nomination materials received after the deadline will be returned marked "Received too late for Election Committee action."

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California Association of Local Agency Formation Commissions
CALAFCO
SUPPORTING SUSTAINABLE COMMUNITY GROWTH

2026 CALAFCO Board of Directors
Candidate Information and Statement Form



[To be submitted with Candidate Nomination Form]

This form is to be completed by candidates seeking election to the 2026 CALAFCO Board of Directors. Information provided on this form, including the candidate statement and any submitted photograph, may be included in the election materials distributed to Member LAFCOs and voting delegates.

Candidates should reserve Thursday, September 10, 2026, at 10:00 a.m. for the required virtual Candidate Orientation.

1. Election Information

CALAFCO Region:

☐ Northern Region ☐ Central Region ■ Coastal Region ☐ Southern Region

Term Category Sought:

■ One-Year Term ☐ Two-Year Term

Candidates may seek election to only one term category.

2. Candidate Information

Candidate Name: Kai Luoma

Title/Position: Executive Officer

Member LAFCO: Ventura

Mailing Address: 801 S. Victoria Avenue, Suite 301 Ventura CA 93003

Phone: 805-654-2576 Email: kai.luoma@venturacounty.gov

3. Professional and LAFCO Background

Please provide a summary of your professional experience, current position, involvement with LAFCOs, and participation in CALAFCO activities-maximum 250 words.

See Attached

4. Candidate Statement

Please describe why you are seeking election to the CALAFCO Board of Directors and how your experience would contribute to the work of the Board and the statewide LAFCO community—maximum 250 words.

See Attached

5. Board Expectations

- ☒ I understand that Board members are expected to actively participate in Board meetings, committee assignments, CALAFCO conferences, and other Board responsibilities.
- ☒ I understand that Board members have a responsibility to serve the interests of CALAFCO and the statewide LAFCO community.
- ☒ I understand that Directors elected in 2026 begin their terms on December 1, 2026, consistent with the CALAFCO Bylaws.

6. Photo Submission (Optional)

- ☐ I have attached a photo for use in election materials.

Candidates are encouraged to submit a recent headshot for inclusion in the election materials, if available.

7. Candidate Signature

Signature:  Date: September 2, 2026

8. Submission Instructions

Both the Candidate Nomination Form (Attachment 1) and the Candidate Information & Statement Form (Attachment 2) must be received no later than 5:00 p.m. on Friday, September 4, 2026. Pursuant to the CALAFCO Policies and Procedures, nomination materials received after the deadline will be returned marked "Received too late for Election Committee action."

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Questions regarding the nomination or election process are welcome and may be directed to the CALAFCO Executive Director or members of the Election Committee.

Kai Luoma
2026 CALAFCO Board of Directors
Candidate Information and Statement Form

Professional and LAFCo Background

I joined Ventura LAFCo in 2007 and have served as its Executive Officer since 2014. Before that, I worked as an urban and regional planner for the cities of Santa Clarita and Roseville and the counties of Nevada and San Joaquin, building a thirty-year career in land use and planning.

Over the past six years, I have served as Vice-Chair of the CALAFCO Legislative Committee, and I've been a Committee member for more than a decade. In that role, I work closely with CALAFCO's Executive Director and lobbyist to review and shape proposed legislation. I served on the working group that coordinated with stakeholders to secure passage of SB 938 (Hertzberg) in 2022, a bill that substantially rewrote the protest provisions in LAFCo law — most of which I personally drafted.

When the CALAFCO Board disbanded the Legislative Committee in 2024, I helped lead the effort to have it reinstated, and the reforms I recommended for the Committee and for CALAFCO have since been fully implemented.

I currently serve on two CALAFCO working groups: one reforming the Association's regional and board structure, and another examining potential changes to CALAFCO's dues structure. In October of last year, I was honored to receive CALAFCO's Outstanding LAFCo Professional award. I remain an active participant on panels at CALAFCO workshops and conferences.

This record reflects both a sustained commitment to CALAFCO's mission and a demonstrated ability to lead institutional change — from legislative advocacy to internal governance reform — that I would bring to service on the Board.

Candidate Statement for Kai Luoma

I have been part of the CALAFCO community for nearly two decades during and prior to my 12-year tenure as Executive Officer of Ventura LAFCo. My commitment to CALAFCO extends beyond Ventura County through years of active involvement, including my current service as Vice-Chair of the Legislative Committee.

I am proud of my contributions so far on behalf of LAFCos statewide. I have spearheaded creative and necessary changes to CKH that allow LAFCos to more effectively and efficiently fulfill their statutory responsibilities, have successfully advocated for meaningful improvements to CALAFCO's bylaws, and have worked to strengthen CALAFCO as a resource for its members, including through participation at Board meetings and as a contributor at conferences and workshops. I have done so while continuing to lead Ventura LAFCo through its own complex projects and challenging local issues.

I wish to serve on the CALAFCO Board because I believe my hands-on local LAFCo experience and understanding of the statewide CALAFCO perspective, together with solid relationships across the State, will help CALAFCO regain and strengthen its influence. I bring a practical, solutions-oriented perspective, grounded in research and experience, while remaining committed to listening to and considering the diverse viewpoints within our CALAFCO community. As a Board member, I would be committed to advocacy, collaboration, and member service. I respectfully ask for your vote and the opportunity to strengthen CALAFCO's voice and help shape CALAFCO's next chapter.

Docusign Envelope ID: 0B134114-C446-8418-81C1-81F6290C854F

Received 9/4/2026 @ 1:13 PM

2026 CALAFCO BOARD OF DIRECTORS CANDIDATE

Nomination Form

[To be completed by both the Member LAFCO making the nomination AND the Nominee]

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Candidates should reserve Thursday, September 10, 2026, at 10:00 a.m. for the required virtual Candidate Orientation.

NOMINATION DEADLINE:
Completed nomination materials must be received no later than 5:00 p.m. on Friday, September 4, 2026.

1 - Election Information

CALAFCO Region:

☐ Northern Region ☐ Central Region ■ Coastal Region ☐ Southern Region

Term Category Sought:

■ One-Year Term ☐ Two-Year Term

Candidates may seek election to only one term category.

2 - Candidate Information

Candidate Name: Leslie Q. Jordan

Title/Position: Mayor, City of San Juan Bautista / City Member, San Benito LAFCO

Member LAFCO: San Benito LAFCO

Mailing Address: 5050 Laguna Blvd., Ste. 112-711 Elk Grove, CA 95758

Phone: (203) 612-0761

Email: L.jordan@san-juan-bautista.ca.us

3 - Candidate Eligibility and Board Expectations

Candidate Eligibility

■ I certify that I am eligible to serve on the CALAFCO Board of Directors consistent with the CALAFCO Bylaws and Policies & Procedures.

■ I certify that I am affiliated with a CALAFCO Member LAFCO.

■ I certify that I am eligible to seek election within the region identified above.

Docusign Envelope ID: 0B134114-C446-8418-81C1-81F6290C854F

Board Expectations

- ■ I understand that Board members are expected to actively participate in Board meetings, committee assignments, CALAFCO conferences, and other Board responsibilities.
- ■ I understand that candidates are expected to participate in the virtual Candidate Orientation scheduled for Thursday, September 10, 2026, at 10:00 a.m.
- ■ I understand that Board members have a responsibility to serve the interests of CALAFCO and the statewide LAFCO community.
- ■ I understand that newly elected Directors begin their terms on December 1, 2026, consistent with the CALAFCO Bylaws.

4 – Candidate Acceptance

■ I accept this nomination for the CALAFCO Board of Directors.

Candidate Signature: DocuSigned by: 86B1C056AB404BA...

Date: 9/4/2026

5 – Member LAFCO Certification

Name: Dom Zanger

Title: Chair

Member LAFCO: San Benito LAFCO

Signature: Signed by: Dom Zanger ED3B712D74EA429...

Date: 9/4/2026

As Chair, I certify that this nomination has the support of our LAFCO. If elected, our LAFCO is committed to supporting the nominee in fulfilling the responsibilities of serving on the CALAFCO Board.

6 – Submission Instructions

Both the Candidate Nomination Form (Attachment 1) and the Candidate Information & Statement Form (Attachment 2) must be received no later than 5:00 p.m. on Friday, September 4, 2026. Pursuant to the CALAFCO Policies and Procedures, nomination materials received after the deadline will be returned marked "Received too late for Election Committee action."

SUBMITTING NOMINATION MATERIALS:

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1451 River Park Drive, Suite 185, Sacramento, CA 95815

Questions regarding the nomination or election process are welcome and may be directed to the CALAFCO Executive Director or members of the Election Committee.

Docusign Envelope ID: 0B134114-C446-8418-81C1-81F6290C854F

California Association of Local Agency Formation Commissions
CALAFCO
SUPPORTING SUSTAINABLE COMMUNITY GROWTH

2026 CALAFCO Board of Directors Candidate Information and Statement Form



[To be submitted with Candidate Nomination Form]

This form is to be completed by candidates seeking election to the 2026 CALAFCO Board of Directors. Information provided on this form, including the candidate statement and any submitted photograph, may be included in the election materials distributed to Member LAFCOs and voting delegates.

Candidates should reserve Thursday, September 10, 2026, at 10:00 a.m. for the required virtual Candidate Orientation.

1. Election Information

CALAFCO Region:

☐ Northern Region ☐ Central Region ■ Coastal Region ☐ Southern Region

Term Category Sought:

■ One-Year Term ☐ Two-Year Term

Candidates may seek election to only one term category.

2. Candidate Information

Candidate Name: Leslie Q. Jordan

Title/Position: Mayor, City of San Juan Bautista / City Member, San Benito LAFCO

Member LAFCO: San Benito LAFCo

Mailing Address: 5050 Laguna Blvd., Ste. 112-711 Elk Grove, CA 95758

Phone: (203) 612-0761 Email: L.jordan@san-juan-bautista.ca.us

3. Professional and LAFCO Background

Please provide a summary of your professional experience, current position, involvement with LAFCOs, and participation in CALAFCO activities-maximum 250 words.

See Next Page

Docusign Envelope ID: 0B134114-C446-8418-81C1-81F6290C854F

Professional and LAFCO Background:

Over the past five years on San Benito LAFCO, I have helped lead critical organizational modernizations, including retaining independent legal counsel, onboarding a new Executive Officer, updating our Policies and Procedures Manual, and resuming Municipal Service Reviews for the first time since 2007.

My professional work as Lead Instructor for the Water and Wastewater Management program at Gavilan College and Water Resources Specialist directly aligns with LAFCO's mission of orderly growth and service adequacy. I regularly collaborate with the State Water Resources Control Board, Regional Water Quality Control Boards, and legislative partners on water infrastructure, disadvantaged systems, and regional annexations.

In local government, I have served seven years on the San Juan Bautista City Council, including four terms as Mayor. My experience spans regional leadership as Chair and member of boards focused on economic development, transportation, water resources, and fire protection. I am also working actively on inter-agency efforts to establish a regional Fire District in San Benito County.

Having navigated major leadership transitions on our commission, I bring proven expertise in consensus-building within divided environments, policy development, and cross-jurisdictional collaboration. This combination of municipal leadership, environmental infrastructure expertise, and intergovernmental advocacy enables me to effectively represent commissions across California.

Docusign Envelope ID: 0B134114-C446-8418-81C1-81F6290C854F

4. Candidate Statement

Please describe why you are seeking election to the CALAFCO Board of Directors and how your experience would contribute to the work of the Board and the statewide LAFCO community—maximum 250 words.

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- ■ I understand that Directors elected in 2026 begin their terms on December 1, 2026, consistent with the CALAFCO Bylaws.

6. Photo Submission (Optional)

- ■ I have attached a photo for use in election materials.

Candidates are encouraged to submit a recent headshot for inclusion in the election materials, if available.

7. Candidate Signature

Signature: DocuSigned by: 86B1C056AB404BA... Date: 9/4/2026

Docusign Envelope ID: 0B134114-C446-8418-81C1-81F6290C854F

8. Submission Instructions

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Received 8/20/26 @5:03 PM

2026 CALAFCO BOARD OF DIRECTORS CANDIDATE

Nomination Form

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1 - Election Information

CALAFCO Region:

☐ Northern Region ☐ Central Region ☑ Coastal Region ☐ Southern Region

Term Category Sought:

☐ One-Year Term ☑ Two-Year Term

Candidates may seek election to only one term category.

2 - Candidate Information

Candidate Name: Virginia Chang Kiraly

Title/Position: Chair and Special District Representative

Member LAFCO: San Mateo

Mailing Address: 2181 Gordon Avenue, Menlo Park, CA 94025

Phone: 650-868-8515

Email: vc@kiraly.com

3 - Candidate Eligibility and Board Expectations

Candidate Eligibility

☑ I certify that I am eligible to serve on the CALAFCO Board of Directors consistent with the CALAFCO Bylaws and Policies & Procedures.

☑ I certify that I am affiliated with a CALAFCO Member LAFCO.

☑ I certify that I am eligible to seek election within the region identified above.

Board Expectations

- ☑ I understand that Board members are expected to actively participate in Board meetings, committee assignments, CALAFCO conferences, and other Board responsibilities.
- ☑ I understand that candidates are expected to participate in the virtual Candidate Orientation scheduled for Thursday, September 10, 2026, at 10:00 a.m.
- ☑ I understand that Board members have a responsibility to serve the interests of CALAFCO and the statewide LAFCO community.
- ☑ I understand that newly elected Directors begin their terms on December 1, 2026, consistent with the CALAFCO Bylaws.

4 – Candidate Acceptance

☑ I accept this nomination for the CALAFCO Board of Directors.

Candidate Signature: Virginia Chang Kiraly

Date: 8/20/2026

5 – Member LAFCO Certification

Name: Virginia Chang Kiraly

Title: Chair

Member LAFCO: San Mateo

Signature: Virginia Chang Kiraly

Date: 8/20/2026

As Chair, I certify that this nomination has the support of our LAFCO. If elected, our LAFCO is committed to supporting the nominee in fulfilling the responsibilities of serving on the CALAFCO Board.

6 – Submission Instructions

Both the Candidate Nomination Form (Attachment 1) and the Candidate Information & Statement Form (Attachment 2) must be received no later than 5:00 p.m. on Friday, September 4, 2026. Pursuant to the CALAFCO Policies and Procedures, nomination materials received after the deadline will be returned marked "Received too late for Election Committee action."

SUBMITTING NOMINATION MATERIALS:

Please submit completed nomination materials by email to mmcintyre@calafco.org or by mail to:
1451 River Park Drive, Suite 185, Sacramento, CA 95815

Questions regarding the nomination or election process are welcome and may be directed to the CALAFCO Executive Director or members of the Election Committee.

California Association of Local Agency Formation Commissions
CALAFCO
SUPPORTING SUSTAINABLE COMMUNITY GROWTH

2026 CALAFCO Board of Directors
Candidate Information and Statement Form



[To be submitted with Candidate Nomination Form]

This form is to be completed by candidates seeking election to the 2026 CALAFCO Board of Directors. Information provided on this form, including the candidate statement and any submitted photograph, may be included in the election materials distributed to Member LAFCOs and voting delegates.

Candidates should reserve Thursday, September 10, 2026, at 10:00 a.m. for the required virtual Candidate Orientation.

1. Election Information

CALAFCO Region:

☐ Northern Region ☐ Central Region ☒ Coastal Region ☐ Southern Region

Term Category Sought:

☐ One-Year Term ☒ Two-Year Term

Candidates may seek election to only one term category.

2. Candidate Information

Candidate Name: Virginia Chang Kiraly

Title/Position: Chair & Special District Representative

Member LAFCO: San Mateo

Mailing Address: 2181 Gordon Avenue, Menlo Park, CA 94025

Phone: 650-868-8515 Email: vc@kiraly.com

3. Professional and LAFCO Background

Please provide a summary of your professional experience, current position, involvement with LAFCOs, and participation in CALAFCO activities-maximum 250 words.

Pls see attached

4. Candidate Statement

Please describe why you are seeking election to the CALAFCO Board of Directors and how your experience would contribute to the work of the Board and the statewide LAFCO community—maximum 250 words.

Pls see attached

5. Board Expectations

- ☐ I understand that Board members are expected to actively participate in Board meetings, committee assignments, CALAFCO conferences, and other Board responsibilities.
- ☐ I understand that Board members have a responsibility to serve the interests of CALAFCO and the statewide LAFCO community.
- ☐ I understand that Directors elected in 2026 begin their terms on December 1, 2026, consistent with the CALAFCO Bylaws.

6. Photo Submission (Optional)

- ☐ I have attached a photo for use in election materials.

Candidates are encouraged to submit a recent headshot for inclusion in the election materials, if available.

7. Candidate Signature

Signature: /s/Virginia Chang Kiraly Date: 08/20/2026

8. Submission Instructions

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1451 River Park Drive, Suite 185, Sacramento, CA 95815

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Please provide a summary of your professional experience, current position, involvement with LAFCOs, and participation in CALAFCO activities-maximum 250 words.

Professional Background & LAFCO and CALAFCO Experience:

My professional background spans 15 years in corporate financial analysis, research, and investments at some of our country's leading financial institutions. I currently serve on two elected special district boards-- the San Mateo County Harbor District Board of Commissioners and the Menlo Park Fire Protection District Board of Directors. I chair San Mateo County LAFCO and have served on our commission as one of two Special District representatives since 2023. I was elected to the CALAFCO board in 2024 and represent the Coastal Region as the Special District representative. I chair CALAFCO's new Finance Committee and Dues Committee. I am currently on the Conference Planning Committee and Legislative Committee while serving on these committees and the Awards Committee last year. My husband and I are proud sponsors of the CALAFCO Conference.

For San Mateo County LAFCO, I've been a member of the Budget Committee and Vice Chair. I've interacted with elected officials of city councils and special district boards, who have not been involved with LAFCO, to answer questions and help educate them on LAFCO and Municipal Service Reviews. I've also attended LAFCO meetings throughout the Coastal Region and worked with LAFCO commissioners and executive officers throughout California on CALAFCO issues concerning state legislation, CALAFCO finances and strategic planning, and special district membership in county LAFCOs throughout the Coastal Region. I want to continue my work on the CALAFCO board so that CALAFCO members can network, socialize, learn from each other, and find common interests to serve the public better.

Please describe why you are seeking election to the CALAFCO Board of Directors and how your experience would contribute to the work of the Board and the statewide LAFCO community- maximum 250 words.

I'm asking for your vote to continue serving on CALAFCO's board. During my tenure, CALAFCO made significant strides in governance, finance, strategic planning, operations, and member outreach. Follow-through and implementation of the strategic plan is critical for CALAFCO's future. My work on CALAFCO's board and committees, especially on the Finance Committee, supports staff administratively and operationally while finding new revenue sources. I've built relationships and worked with elected LAFCO commissioners, executive officers, and state legislators throughout California to ensure that CALAFCO's an effective partner with local LAFCOs and the state legislature. I will continue building on this foundational work to strengthen our finances, support CALAFCO's team, and ensure that CALAFCO members are heard and engaged and continue receiving value-added services.

I also have the honor of serving on the board of the Special District Risk Management Authority (SDRMA), have been involved with the San Mateo County local CSDA chapter, and have a strong working relationship with CSDA's state leadership. I've built alliances and relationships, creating collaboration opportunities between CALAFCO, SDRMA, and CSDA for legislation that impacts Californians. I will continue my work with helping CALAFCO be recognized for providing value to its

members and partners so that synergistic relationships can continue developing, benefiting the constituents we serve.

Together, we can keep this positive momentum going so that CALAFCO continues to have a meaningful impact in our local communities and in interactions with our members and the state legislature. Please re-elect me to represent our Coastal Region on the CALAFCO board.



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2026 CALAFCO BOARD OF DIRECTORS CANDIDATE

Nomination Form

Received 8 28 @ 2 15 PM

[To be completed by both the Member LAFCO making the nomination AND the Nominee]

This form is to be used by CALAFCO Member LAFCOs to nominate candidates for the 2026 CALAFCO Board of Directors election.
Candidates should reserve Thursday, September 10, 2026, at 10:00 a.m. for the required virtual Candidate Orientation.

NOMINATION DEADLINE:
Completed nomination materials must be received no later than 5:00 p.m. on Friday, September 4, 2026.

1 - Election Information

CALAFCO Region:

☐ Northern Region ☐ Central Region ☑ Coastal Region ☐ Southern Region

Term Category Sought:

☐ One-Year Term ☑ Two-Year Term

Candidates may seek election to only one term category.

2 - Candidate Information

Candidate Name: Rosemary Kamei

Title/Position: Chairperson, Santa Clara LAFCO

Member LAFCO: Santa Clara

Mailing Address: San Jose City Hall, 200 E. Santa Clara St., T-18, San Jose, CA 95113

Phone: (408) 930-5453

Email: rosemary.kamei@sanjoseca.gov

3 - Candidate Eligibility and Board Expectations

Candidate Eligibility

☑ I certify that I am eligible to serve on the CALAFCO Board of Directors consistent with the CALAFCO Bylaws and Policies & Procedures.

☑ I certify that I am affiliated with a CALAFCO Member LAFCO.

☑ I certify that I am eligible to seek election within the region identified above.

Docusign Envelope ID: 9BD57F98-5AC0-89B0-8309-94DF58492AC8

Board Expectations

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- ☑ I understand that Board members have a responsibility to serve the interests of CALAFCO and the statewide LAFCO community.
- ☑ I understand that newly elected Directors begin their terms on December 1, 2026, consistent with the CALAFCO Bylaws.

4 – Candidate Acceptance

☑ I accept this nomination for the CALAFCO Board of Directors.

Candidate Signature: DocuSigned by: Rosemary Kamei F33AEF9C84CC498...

Date: 8/28/2026

5 – Member LAFCO Certification

Name: Rosemary Kamei

Title: Chairperson, Santa Clara LAFCO

Member LAFCO: Santa Clara Clara

Signature: DocuSigned by: Rosemary Kamei F33AEF9C84CC498...

Date: 8/28/2026

As Chair, I certify that this nomination has the support of our LAFCO. If elected, our LAFCO is committed to supporting the nominee in fulfilling the responsibilities of serving on the CALAFCO Board.

6 – Submission Instructions

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California Association of Local Agency Formation Commissions
CALAFCO
SUPPORTING SUSTAINABLE COMMUNITY GROWTH

2026 CALAFCO Board of Directors Candidate Information and Statement Form



[To be submitted with Candidate Nomination Form]

This form is to be completed by candidates seeking election to the 2026 CALAFCO Board of Directors. Information provided on this form, including the candidate statement and any submitted photograph, may be included in the election materials distributed to Member LAFCOs and voting delegates.

Candidates should reserve Thursday, September 10, 2026, at 10:00 a.m. for the required virtual Candidate Orientation.

1. Election Information

CALAFCO Region:

☐ Northern Region ☐ Central Region ☑ Coastal Region ☐ Southern Region

Term Category Sought:

☐ One-Year Term ☑ Two-Year Term

Candidates may seek election to only one term category.

2. Candidate Information

Candidate Name: Rosemary Kamei

Title/Position: Chairperson, Santa Clara LAFCO

Member LAFCO: Santa Clara

Mailing Address: San Jose City Hall, 200 E. Santa Clara St., T-18, San Jose, CA 95113

Phone: (408) 930-5453 Email: rosemary.kamei@sanjoseca.gov

3. Professional and LAFCO Background

Please provide a summary of your professional experience, current position, involvement with LAFCOs, and participation in CALAFCO activities-maximum 250 words.

Please see ATTACHMENT A

4. Candidate Statement

Please describe why you are seeking election to the CALAFCO Board of Directors and how your experience would contribute to the work of the Board and the statewide LAFCO community–maximum 250 words.

Please see ATTACHMENT A

5. Board Expectations

- ☑ I understand that Board members are expected to actively participate in Board meetings, committee assignments, CALAFCO conferences, and other Board responsibilities.
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- ☑ I understand that Directors elected in 2026 begin their terms on December 1, 2026, consistent with the CALAFCO Bylaws.

6. Photo Submission (Optional)

- ☑ I have attached a photo for use in election materials.

Candidates are encouraged to submit a recent headshot for inclusion in the election materials, if available.

7. Candidate Signature

Signature: DocuSigned by: Rosemary Kamei F33AEF9C84CC498... Date: 8/28/2026

Docusign Envelope ID: 9BD57F98-5AC0-89B0-8309-94DF58492AC8

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Docusign Envelope ID: 9BD57F98-5AC0-89B0-8309-94DF58492AC8

ATTACHMENT A

3. Professional and LAFCO Background

Please provide a summary of your professional experience, current position, involvement with LAFCOs, and participation in CALAFCO activities--maximum 250 words.

I am Vice Chair of the San Jose City Council's Rules and Open Government Committee, Vice Chair of Community & Economic Development Committee, and Vice Chair of Public Safety, Strategic Support and Finance Committee.

I am an Executive Board member of the Association of Bay Area Governments (ABAG, the nine-county Bay Area's council of governments), Director of the Valley Transportation Authority (VTA), Secretary/Treasurer of the Cities Association of Santa Clara County, Director of the CALAFCO Board, and Chair of Santa Clara LAFCO.

My professional experience extends to seven years as an elected member of the Santa Clara County Office of Education where I represented the county as delegate to the statewide California School Boards Association and California County Boards of Education.

I also served for 17 years as the first elected woman on the Santa Clara Valley Water District Board of Directors. I represented the largest geographic area in Santa Clara County that included the majority of our rural lands and what remained of the agricultural community. I also served as the representative on the statewide Bay Delta Advisory Committee.

I bring a wealth of nonprofit experience as a volunteer on various nonprofit governing bodies in addition to my service as a staff member. I also have experience as a small business owner operating my family business for 15 years. I managed all areas of a horticultural business adjacent to a suburban environment.

I hold a Master's in Urban and Regional Planning and have used my knowledge and experience to advance community needs.

Docusign Envelope ID: 9BD57F98-5AC0-89B0-8309-94DF58492AC8

4. Candidate Statement

Please describe why you are seeking election to the CALAFCO Board of Directors and how your experience would contribute to the work of the Board and the statewide LAFCO community---maximum 250 words.

I have over 30 years' professional experience in the community, nonprofit, business and government sectors.

I am a San Jose City Council member in the fourth year of my first term. This year, I was reelected to a second four-year term.

Over the many years, I have been very active in the community and have built many relationships at the local, regional, state and federal levels. Currently, it has been an honor to serve on the CALAFCO Board of Directors and would like to continue in this role to build greater capacity in the organization.

My goal over the last year was to utilize my multi-faceted experience to serve CALAFCO and our membership. I have done so by participating on the Legislative Committee and most recently the Finance Committee.

I offer my extensive experience in service of CALAFCO, and look forward to creating a Fund Development arm of the Finance Committee to focus on revenue generation for the organization in the coming years. My goal would be to strengthen CALAFCO financially and to better serve the membership and community.



Santa Cruz Local Agency Formation Commission

Date: October 7, 2026
To: LAFCO Commissioners
From: Francisco Estrada, LAFCO Analyst
Subject: Press Articles during the months of August and September 2026

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.

Article #1: "Scotts Valley Fire District appoints Titus to board". The article, dated August 20, is about the recent appointment of Alex Titus to the board of the Scotts Valley Fire Protection District (SVFPD) to fill the seat and complete the term vacated by Zach Raney. Mr. Raney, who is employed as a business development manager for Microsoft, has indicated that he will file to serve a four-year term this November. His goals include strengthening wildfire resilience and addressing the district's fire station needs.

Article #2: "City of Solvang Initiates Process to Grow Boundaries". The article, dated August 21, details the City of Solvang's efforts to amend the city's sphere of influence in preparation for potential annexation and growth. A committee was appointed by the city council to analyze the options of growing inward or outward, and determine if maintaining fiscal neutrality was feasible. Any change to the city's boundaries would require voter approval, but the proposed actions will allow the city council to meet state housing mandates and add the wastewater treatment plant into its limits and sphere of influence.

Article #3: "Gonzales appeals to LAFCO, says Vista Lucia housing project application is complete." The article, dated August 21, reports that the City of Gonzales appealed to Monterey LAFCO requesting that the Vista Lucia annexation application be deemed complete for consideration at the August meeting. The proposal would annex 771 acres of agricultural land to support roughly 3,500 new homes. LAFCO staff determined the application was incomplete due to non-compliance with its agricultural preservation policy, and several local groups have raised concerns about the annexation and associated water demand.

Article #4: "Watsonville Municipal Airport Receives $115k in Federal Funding". The article, dated August 25, announces that the Watsonville Municipal Airport was one of 51 airports in the state to receive funding for safety and improvement projects. Airport staff indicated the funding will go towards the installation of new markings for a runway that will bring the airport up to date with current standards. The airport is also working to obtain a matching grant from the California Department of Transportation for additional projects.

Article #5: "Watsonville rescinds approval for 21-unit housing project after airport safety lawsuit". The article, dated August 27, provides an update on a proposed 21-unit townhome development project located across the Watsonville Municipal Airport approved by the city council in 2021. Shortly after approval, the pilots' association filed a lawsuit arguing the action did not comply with the State Aeronautics Act. After a judge ruled that state airport and environmental laws had been violated, city council made the decision to rescind approval of the project at a recent meeting, which included the mitigated negative declaration and special use permit previously approved.

Article #6: "Unopposed San Lorenzo Valley Water District Board candidates celebrate upcoming seats". The article, dated August 28, reports that due to a lack of candidates, three individuals running for the board of the San Lorenzo Valley Water District (SLVWD) will be seated in January 2027. The new members of the SLVWD board are Cheryl Adams, Rick Rogers, and Bob Russ. Previous supervisors Mark Stone and Bruce McPherson gathered along with current supervisor Monica Martinez to welcome the trio, celebrate their electoral success, and pledge their full support. The article also provides a profile on each new board member.

Article #7: "Nurses rally to urge Watsonville Community Hospital to reopen NICU". The article, dated August 31, informs the public that approximately 50 nurses and union representatives gathered outside the main entrance of the Watsonville Community Hospital to protest the temporary closure of the neonatal intensive care unit (NICU). The NICU was closed in July due to staffing shortages, which risked putting the hospital out of compliance with state-mandated staffing ratios. Nurses are against the closure and urge the health care district to address ongoing staffing issues to mitigate the need for residents to travel far to receive an adequate level of care needed for newborns, especially as some require immediate care and treatment after delivery.

Article #8: "Gov. Gavin Newsom signs bill to accelerate Pajaro River flood protection projects". The article, dated September 2, is about Governor Gavin Newsom signing SB 1055, introduced by Senator John Laird, to accelerate the construction of critical flood protection projects along the Pajaro River. The bill allows the Pajaro Regional Flood Management Agency (PVFMA) to expand contracting tools at their disposal to conduct levee repairs and flood control improvements more efficiently. With the governor's signature, PVFMA has greater flexibility to reduce costs, shorten construction timelines, and complete flood protection projects more efficiently. The river last flooded in 2023, displacing residents, damaging property and submerging agricultural fields.

Article #9: "Merger to dissolve rural fire district gets LAFCO OK". The article, dated September 2, reports on Stanislaus LAFCO's decision to approve the dissolution of the Ceres Fire Protection District (CFPD) and concurrent annexation into the Stanislaus Consolidated Fire District (SCFD). For decades, CFPD had contracted with other entities to receive fire protection services, but the decision to merge the agencies is a result of Ceres' gradual expansion of its southwestern city limit as well as the development of the Copper Trails master plan. Although concerns were expressed over certain proposed requirements, LAFCO Commissioners acknowledged that ultimately rural residents will have a "financially sound level of service" because of the proposed merger.

Article #10: "Scotts Valley city manager's resignation follows contentious council meeting". The article, dated September 3, examines the tenure of Scotts Valley City Manager Mali LaGoe and her recent decision to step away from her post. The article discusses both the decisions that garnered criticism during her time as well as the progress she made as city manager on a number of important issues and areas. Ms. LaGoe does not have a project or job on the horizon and will instead use the time to rest and recover from burnout before she decides the next step in her public service career.

Article #11: "Watsonville City Council to consider allocation of Measure Q funds". The article, dated September 7, provides an overview of how the City of Watsonville is planning to use its first full year allocation of Measure Q funding. Measure Q was a voter approved parcel tax passed in 2024 with the purpose of funding countywide wildfire prevention, parks, river cleanups, and beach projects. At a September meeting, the city council will consider staff recommendations to use nearly a million dollars in funding to address staffing capacity issues, City Plaza Park revitalization projects, and update parks master plans.

Article #12: "California Scientist Looking for Frogs Finds a 10,000-Year-Old Mastodon Tooth". The article, dated September 14, announces the discovery of a 10,000-year-old fossilized mastodon tooth found in a creek bed managed by the Midpeninsula Regional Open Space District (MROSD). The discovery was made by a geomorphologist working on a frog-related project and walking through a San Mateo County creek bed when she noticed an oddly shaped rock. Pacific mastodons once roamed areas that are now California, Oregon, and Mexico and the fossilized tooth is one of the most complete ever to be found locally.

Article #13: "Capitola City Manager Jamie Goldstein to retire". The article, dated September 22, announces Capitola City Manager Jamie Goldstein's decision to retire from the position at the end of the year. During his time, Goldstein guided the city through natural disasters, COVID-19, and dwindling sales tax revenues. Additionally, he also oversaw the construction of a new branch library, the renovation of the Jade Street Community Center, and the initial phase for the redevelopment of the Capitola Mall.

Respectfully Submitted,

Francisco Estrada
LAFCO Analyst

Attachments:

1. “Scotts Valley Fire District appoints Titus to board”
2. “City of Solvang Initiates Process to Grow Boundaries”
3. “Gonzales appeals to LAFCO, says Vista Lucia housing project application…”
4. “Watsonville Municipal Airport Receives $115k in Federal Funding”
5. “Watsonville rescinds approval for 21-unit housing project after airport safety lawsuit”
6. “Unopposed San Lorenzo Valley Water District Board candidates celebrate…”
7. “Nurses rally to urge Watsonville Community Hospital to reopen NICU”
8. “Gov. Gavin Newsom signs bill to accelerate Pajaro River flood protection projects”
9. “Merger to dissolve rural fire district gets LAFCO OK”
10. “Scotts Valley city manager’s resignation follows contentious council meeting”
11. “Watsonville City Council to consider allocation of Measure Q funds”
12. “California Scientist Looking for Frogs Finds a 10,000-Year-Old Mastodon Tooth”
13. “Capitola City Manager Jamie Goldstein to retire”

pressbanner.com

Scotts Valley Fire District appoints Titus to board

Staff Report

2–3 minutes



Scotts Valley Fire Chief Mark Correira (from left) gathers with Alex Titus and his family, following Titus joining the Fire Protection District's Board of Directors on Aug. 12. (Scotts Valley Fire District)



Scotts Valley Fire Protection District has appointed Alex Titus to its Board of Directors, filling the seat left vacant by the resignation of Zach Raney.

Titus has lived in Scotts Valley with his wife, Elana, and their two children since 2014. He is employed by Microsoft as a senior

business development manager and previously worked as a meteorologist. Titus earned his Master of Business Administration from Santa Clara University.

In addition to accepting the appointment, Titus has filed to serve a four-year term as one of two directors whose seats are up for election this fall. Because only two candidates filed for the two available seats, both candidates will be appointed in lieu of an election in November, in accordance with applicable election procedures.



“We are pleased to welcome Alex Titus to the Scotts Valley Fire Protection District Board of Directors,” said Board President Daron Pisciotta. “His professional experience in business and finance, strong community ties, and commitment to public service will be valuable assets as the District continues its work to provide exceptional emergency services and address the need for a safe, properly located fire station.”

Titus said he is honored to serve the residents of Scotts Valley and looks forward to supporting the Fire Protection District’s mission, including strengthening wildfire resilience and addressing its fire station needs in a fiscally responsible manner.

Titus took the oath of office at the District’s Aug. 12 Board meeting.



noozhawk.com

City of Solvang Initiates Process to Grow Boundaries

Jack Dindia, Noozhawk Staff Writer

~4 minutes



A windmill in Solvang, a Danish architecture-inspired city in Santa Barbara County's Santa Ynez Valley. The City Council voted last week to work with the county's Local Agency Formation Commission to amend the city's sphere of influence, which identifies areas that are currently outside the city but are likely to eventually become a part of it. Credit: Pricila Flores / Noozhawk file photo

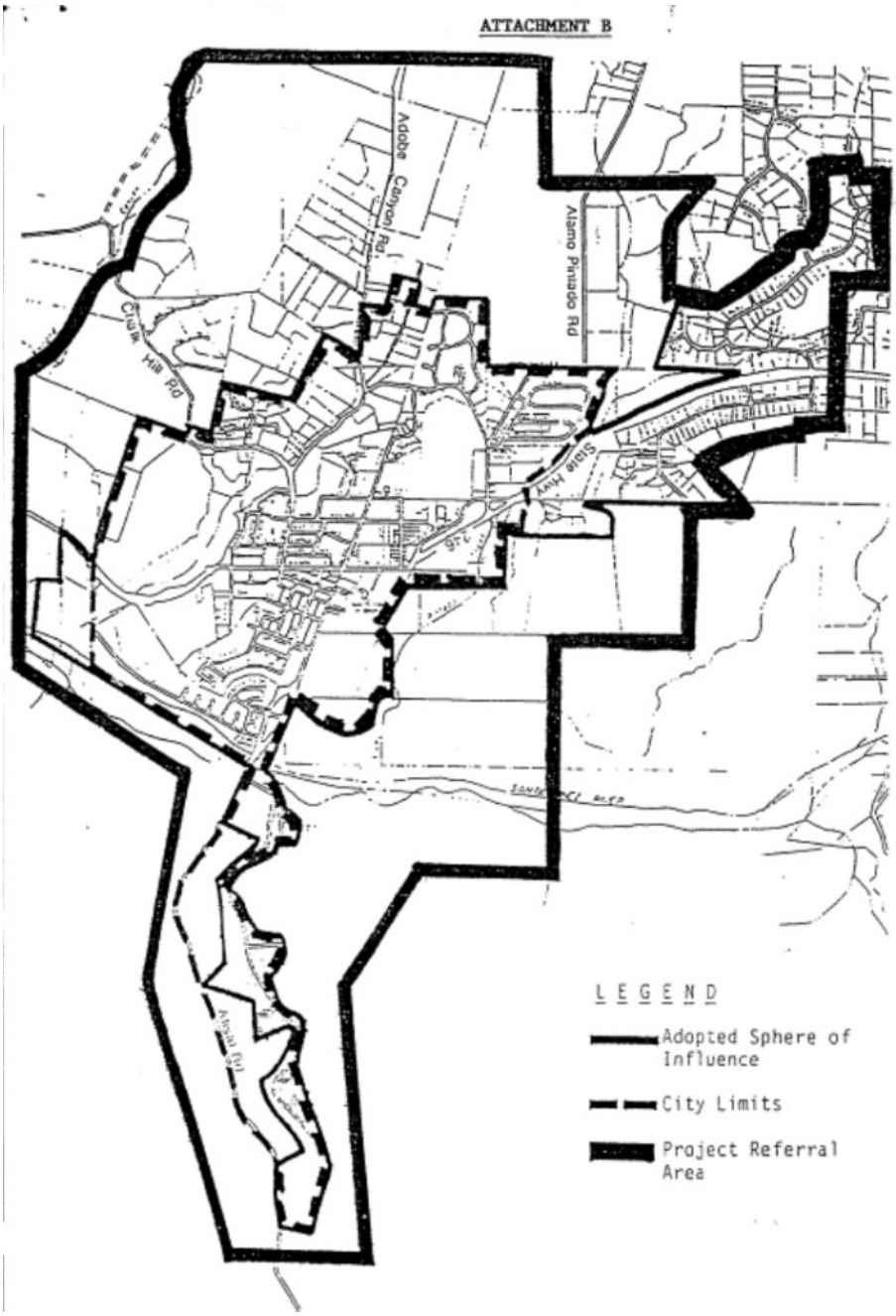
Solvang took its first steps toward possible expansion last week.

The City Council unanimously voted to work with the Local Agency Formation Commission to amend the city's sphere of influence, which identifies areas that are currently outside the city but are likely to eventually become a part of it.

The council also approved a report and recommendation from the city's Urban Boundary Exploration Committee, which was tasked with evaluating whether Solvang should "grow inward" or "grow out."

The City Council established the 13-member advisory board in

November of last year.



This map indicates the city of Solvang's limits, the adopted sphere of influence and the project referral area, or areas that may one day be within Solvang city limits. Credit: City of Solvang graphic

Growing inward would mean higher density, taller structures and reduced zoning standards to build new houses.

Growing out would include expanding beyond the city's urban growth boundary, which prohibits growth of the city outside of its boundaries without voter approval.

The committee also established a list of baseline facts before moving forward with its recommendations.

Those facts included expanding the city to the east and west, expanding the city's sphere of influence and establishing that any future development to the city limits must "deliver tangible benefits to the entire community," per the report.

One of those benefits includes maintaining fiscal neutrality. That means ensuring any expansion is revenue-neutral or net-positive, so residents would not subsidize the costs of new services in annexed areas.

Any official change to city boundaries would require a majority vote from citizens.

In order to stay within the city's current limits while meeting state housing mandates, Community Development Director Rafael Castillo said the city would need to make "tougher infill decisions."

That would include potentially raising building height limits from 35 feet to 40 feet and eliminating parking requirements for new housing developments.

The city also hopes to expand its boundaries to include its wastewater treatment plant, which is currently located outside both its limits and sphere of influence.

Mayor David Brown described the decision as a "preemptive strike" in anticipation of future state mandates, such as the Regional Housing Needs Allocation, which requires Solvang to plan for a specific number of housing units every eight years.

Additionally, the city's water security issues are driving the need for city growth, staff said. Residents currently pay $85 per month for an inconsistent State Water supply.

"What do you do when you're a small city being mandated to do big city things? That's our dilemma," Brown said.



montereycountynow.com

Gonzales appeals to LAFCO, says Vista Lucia housing project application is complete.

c/o CITY OF GONZALES

3–4 minutes

A project that has been 20 years in the making, Vista Lucia, envisions 3,498 homes being developed on 771 acres of agricultural land northeast to Gonzales over a span of 30 years.

One necessary step is annexation of the land into the City of Gonzales. City Council approved the project last year, and then the City applied to the Local Agency Formation Commission (LAFCO) of Monterey County in February, asking for its approval. LAFCO's staff deemed the application incomplete.

Now, the City of Gonzales is asking LAFCO's commissioners to deem the application complete.

LAFCO is scheduled to hear the appeal on Monday, Aug. 24.

LAFCO staff responded to Gonzales officials in March noting there was not a property tax transfer agreement and saying an annexation map and geographic description were required, as well as a plan for public transportation. They determined it didn't comply with LAFCO's agricultural preservation policy, which requires a third-party organization to oversee the agricultural conservation easement.

Gonzales has since addressed three of the issues. On Aug. 17, the Gonzales City Council approved a City-County property tax transfer agreement. The one that remains is the ag conservation policy, which includes identifying the organization that would be

responsible for the ag easement.

Beyond those concerns, others have been raised. LandWatch Monterey County sent a letter to LAFCO expressing water supply concerns regarding the Vista Lucia Project and the city's proposed agricultural mitigation. "This is particularly urgent because the City has represented in the EIR that it will be providing the water supply for thousands of proposed houses through an apparent new appropriation of groundwater from the overdrafted basin," LandWatch Executive Director Michael DeLapa wrote.

According to the Salinas Valley Basin Groundwater Sustainability Agency, the housing development's water demands would be lower than the current groundwater demands in that area for agricultural use.

According to a July report from Gonzales City Manager Carmen Gil, city officials hope that once mitigation measures are completed, the Vista Lucia project will be approved by this fall.

City staff say having more housing in the city would provide opportunities for locals to purchase a home. Critics, on the other hand, raised concerns about its viability since price points range from $555,000 to $650,000 and the average median income in the city is about $76,060.

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Watsonville Municipal Airport Receives $115K in Federal Funding

Aug. 25, 20264 min read Add Us On Google

5–6 minutes

Nick Sestanovich
Santa Cruz Sentinel, Calif.
(TNS)

WATSONVILLE — The Watsonville Municipal Airport was one of 51 airports throughout California to receive funds from the Federal Aviation Administration's Airport Improvement Program to support safety and improvement projects, Sens. Alex Padilla and Adam Schiff announced in a joint press release last week.

The FAA grants, totaling $109 million, will support everything from runway and taxiway rehabilitation to terminal construction at airports of various sizes up and down the Golden State. The Watsonville Municipal Airport's share of the pie is $115,058, which will go toward installing new markings for Runway 2/20 to bring the airport into conformity with current standards.

According to a staff report by Sam Rosas, the airport's operations manager, for acceptance of the grant at the July 7 Watsonville City Council meeting, the current markings for the primary runway were last painted in May 2018. In its current state, Rosas wrote that the markings were "faded and peeling, creating a safety hazard for aircraft and surface vehicles."

The project would consist of painting approximately 60,800 square feet of runway pavement to redo all current runway markings up to the hold lines on the cross taxiways. The work would be done

by Hi-Lite Airfield Services LLC, a company based out of Jefferson County, New York, that was the lowest responsible bidder at $69,615, Rosas wrote. Although the bid is lower than the city's authorized contract threshold of $100,000, the grantor requires a City Council resolution to approve the project.

The total cost of the project is expected to be $121,115, consisting of $69,615 for construction, $18,000 for onsite project management and inspections, $20,000 for design and engineering, $6,000 for a National Environmental Protection Act categorical exclusion and $7,500 for city administrative costs. The airport is also seeking a matching grant from the California Department of Transportation to the tune of $5,753.

In an email to the Sentinel, Airport Director Rayvon Williams said timing is key for grant funding, and missing the deadline for FAA funding would result in losing the grant, so the airport instituted a process where staff request the council provide the city manager authority well in advance to accept the grant once it is awarded. The item was approved by the council as part of the consent agenda.

Williams wrote that he was pleased to receive the grant money, citing the importance of the runway.

"The Municipal Airport's 4,501-foot runway 'Two-Two-Zero' is the primary landing surface for our 60,000 annual operations," he wrote. "The $115,058 Federal Aviation Administration grant is approximately ninety percent of the total project cost and is one element of our on-going Pavement Maintenance Management Program. We are pleased to receive these funds as they enable us to continue compliance with FAA airport design criteria."

Other projects at California airports to be funded through the FAA include $15.3 million for the first phase of reconstructing Taxiway A at Los Angeles International Airport, $15 million to install full noise mitigation measures for 400 residences near San Diego International Airport, $2.3 million for three new passenger boarding

bridges at Sacramento International Airport and $2.3 million for the construction of a new 66,500-square-foot terminal to accommodate passenger and baggage movement at Monterey Regional Airport.

“From upgrading runways and taxiways to reducing airport noise and improving passenger facilities, these investments will make airports across California safer and more reliable,” Schiff said in a statement. “I’m proud to help deliver federal funding that will strengthen our transportation infrastructure, create economic opportunities and better serve communities across the Golden State.”

In another statement, Padilla wrote, “California’s airports are critical to the millions of travelers, workers, and goods that keep our economy moving. Investing in this infrastructure means safer runways, shorter delays, and airports built to handle the demands of our growing state. When we modernize our airports, we’re investing directly in jobs, in tourism, and in California’s competitiveness for decades to come.”

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Watsonville rescinds approval for 21-unit housing project after airport safety lawsuit

Tania Ortiz

4–5 minutes



Watsonville Municipal Airport and the area of the proposed development at 547 Airport Blvd., near the upper left, seen from the air. Credit: City of Watsonville

Quick Take

Watsonville officials have rescinded approval of a 21-unit townhome development across from the municipal airport after a judge ruled that the city violated state airport safety and environmental laws in approving the development.

➤ **Para leer el artículo en español, haga** clic aquí**.**

The Watsonville City Council has rescinded the approval of a 21-

unit townhome development across from the city's airport, following a court ruling that found the city had violated state airport safety and environmental laws.

Tuesday's decision also repealed the project's mitigated negative declaration — a report that states that a project will not have a significant impact on the environment — as well as a special-use permit and changes to the city's zoning overlay and general plan, according to City Attorney Samantha Zutler.

In February, a Santa Cruz County judge sided with the Watsonville Pilots Association after determining that the city had violated state aviation safety law and environmental review guidelines in approving the housing project in 2021.

Zutler told city councilmembers Tuesday that the city had been served with a court order in early July to take corrective actions by a Sept. 8 deadline.

The city council had approved the development, which would have consisted of a mix of duplex and triplex buildings, in 2021. The parcel of land, located at 547 Airport Blvd., on the city's north side, is directly across from Watsonville Municipal Airport.

Shortly after the city council approved the development, the pilots association filed a lawsuit against the city, arguing that the city did not comply with the State Aeronautics Act, which regulates air safety and land-use compatibility, and that it undermined the California Environmental Quality Act.

The lawsuit had stalled the project, leading to its building permits expiring and the homes never being built, according to Zutler. The Airport Boulevard property continues to be used for a steel fabrication business.

The county court sided with the pilots association's arguments and found that the city had erred in preparing a mitigated negative declaration, rather than preparing a full environmental analysis for the project. Additionally, the court found that the report insufficiently analyzed the noise and safety impacts for residents who work and

live near the airport.

The city's analysis of the airport's safety impacts were "conclusory at best," according to court documents. City staff had primarily relied on a 2018 noise study that did not measure impacts related to the housing development.

Staff had also failed to incorporate mandatory state airport safety standards, found in the California Airport Land Use Planning Handbook, into the city's general plan, which is required by state law and by an earlier court ruling against the city, according to court documents.

Per the court ruling, the City of Watsonville is not allowed to approve future development in airport safety zones unless it updates its general plan to be compliant with state law or an airport land-use commission is established.

Have something to say? Lookout welcomes letters to the editor, within our policies, from readers. Guidelines here.



Tania Ortiz joins Lookout Santa Cruz as the California Local News Fellow to cover South County. Tania earned her master's degree in journalism in December 2023 from Syracuse University, where she was... More by Tania Ortiz

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Unopposed San Lorenzo Valley Water District Board candidates celebrate upcoming seats

Christina Wise

6–7 minutes



San Lorenzo Valley Water District board members-elect Cheryl Adams (left) and Bob Russ celebrate their upcoming terms at a gathering Aug. 22 in Ben Lomond. (Christina Wise/Press Banner)



With November elections rapidly approaching, those with political aspirations are beefing up their personal appearances to clamor for funds from campaign supporters. One such fundraiser was slated for Cheryl Adams, Rick Rogers and Bob Russ, all of whom are vying for the three open seats on the San Lorenzo Valley Water District Board, but fate intervened, and the candidates will be

seated in January thanks to zero opposition to their runs.

On Aug. 22, friends, family and supporters of the trio gathered at Casa de Leon in Ben Lomond for a celebration of their impending seats, marveling at the good fortune of running unopposed.

Here's a brief look at the backgrounds of Adams and Russ, and the qualities each of them will bring to their positions. (For information on Rogers' candidacy, check out the Press Banner article, "Rogers Seeks San Lorenzo Valley Water Board Seat After Decades With District," Feb. 20, via tinyurl.com/eyyt3f6h.)





Cheryl Adams

Adams has lived in Boulder Creek since 2022, after moving from Grizzly Flats, a small rural mining town in El Dorado County. Two-thirds of the town was destroyed by the Caldor Fire in August 2021, and after losing her home, Adams decided rebuilding was too difficult and moved closer to her children.

Although she's never served on a local water board, Adams was familiar with the community's publicly owned water district and its operations. She has always valued community service, and was drawn to Boulder Creek because of its strong sense of community and the people who genuinely care about the area.

Bob Russ

Russ joined the SLVWD board in June 2025, and was seeking reelection. After more than 30 years in Los Altos, he and his family moved to Felton, where they quickly fell in love with the community.

The CZU Fire, which came within a half-mile of their home, inspired him to spend two years creating extensive wildfire defenses, including roof sprinklers, water systems, solar power and backup

generators. His engineering and finance background led him to serve on the district's Budget and Engineering Committee before joining the board.

He hopes to support staff, oversee $16.5 million in new funding, prioritize infrastructure upgrades, control costs and maintain reasonable rates. Above all, he emphasizes transparency, community input and responsible stewardship.

As for those who support the trio, the guest list was a veritable who's who of movers and shakers in the area, including Jim Mosher with Friends of San Lorenzo Valley Water (FSLVW). According to Mosher, "A key priority of (the group) is building stronger connections between the district, its committees, staff and the broader community. We've hosted events welcoming new community members and introducing them to the board, staff and the district's work, and we hope to continue those gatherings as a way to build relationships and encourage more residents to become involved in district committees and community activities."

One major focus of FSLVW is restoring and expanding the district's water education grant program. The program was once robust but was discontinued after 2018, disappointing community advocates. Last year, it was brought back on a trial basis with $5,000 in funding, with strong support from community members who helped champion its return. The group plans to ask the new board to increase funding to approximately $25,000.

FSLVW also wants to broaden the program beyond traditional school grants to support projects that educate residents about the district, local water resources, the watershed and the district's role in the community. Their goal is to make water education a meaningful part of the district's community outreach efforts.

Previous Fifth District supervisors Mark Stone and Bruce McPherson gathered alongside current supervisor Monica Martinez to pledge their support for the trio of candidates, all of whom are aware of the challenges around the need to increase income to

update the district's infrastructure and work to prevent further losses from natural disasters.

"Distractions are behind us," Martinez said. "It's all about forward progress, preparing for and preventing disasters, and being accessible to our residents. It's having a strong agency that helps with both the little things and the big things, because here in SLV, we need to constantly be looking ahead."

General Manager Jason Lillion stepped into his role in July 2025, and has spent the last year getting the district headed in the right direction after a carousel of turnover. The district saw four previous general managers between Rogers' retirement in 2023 and Lillion's appointment last year.

Lillion thanked Mark Smolley, who was appointed to the board in 2020 and has decided not to run for another term, for his support and leadership as Lillion found his footing as general manager.

"I'm truly looking forward to working with each of the new directors, and I'm excited for this new board and the direction of the water district. I think we've established a good path and are moving in the right direction," Lillion said.

Adams, Rogers and Russ will officially take their seats in January 2027, with Adams and Rogers replacing outgoing directors Bob Fultz and Smolley.

To learn more about the district, their meeting agendas and ways to get involved, visit slvwd.com.



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Nurses rally to urge Watsonville Community Hospital to reopen NICU

Nick Sestanovich

6–8 minutes

WATSONVILLE — Approximately 50 nurses and union representatives gathered outside the Watsonville Community Hospital entrance Monday to speak out against the hospital's decision to temporarily close the neonatal intensive care unit.

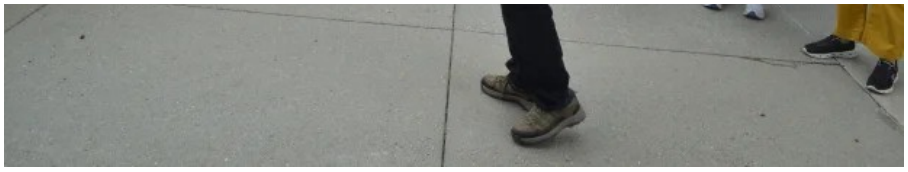
The NICU has been closed since July 10 due to a staffing shortage in the hospital's labor and delivery unit, which interim CEO Tim Moran told reporters after the rally would have risked putting the hospital out of compliance with state-mandated staffing ratios.

"That's what it's all about right now is making sure that we have the labor and delivery staff and the NICU staff that can safely deliver care and meet the state mandates," he said.

The need to stabilize staff was a sentiment shared by ralliers who urged the hospital's administration to make it a priority. Roseann Farris, a registered nurse and chief nurse representative for the hospital, told reporters that it was critical to have a NICU at Watsonville Community Hospital where more than 800 babies are delivered annually.

"We're drawing a red line in the sand that we are resolute in keeping our service lines open," she said.





Daniel Dodge, president of the Monterey Bay Central Labor Council, speaks at a rally outside Watsonville Community Hospital urging the hospital to reopen its neonatal intensive care unit. (Nick Sestanovich — Santa Cruz Sentinel)

Watsonville's NICU is designated as a Level II NICU, which cares for newborns requiring moderate medical care such as minor illnesses, short-term breathing or the need to gain weight. Moran said the NICU's in-house services include anesthesia, emergency c-sections, a pediatrician provided under contract by Stanford University and an on-call arrangement with neonatologists to provide support for Stanford pediatricians to treat issues that have arisen postpartum. The hospital has arrangements with other hospitals like Dominican Hospital, Natividad Medical Center in Salinas, Good Samaritan Hospital in San Jose or the Lucile Packard Children's Hospital at Stanford University in Palo Alto for babies with more serious issues to be transferred to.

However, Farris said it was important to have a NICU on-site to assess families' needs, as NICUs in other hospitals have limited capacities.

"That is very difficult for members of the community that have to have their babies removed from their community and they have to go travel," she said. "They might be here in the hospital in need of services here, and they might not be together at all. The baby might be somewhere else, the mom might be here."

Farris said it was important to have the proper staffing to handle any neonatal issues.

"We want to make sure that we have the capacity and capabilities and the knowledge and skillsets," she said.

The rally drew a mix of active and retired nurses as well as nurses from other hospitals like Dominican and representatives of different labor groups such as the California Nurses Association and Monterey Bay Central Labor Council. Many wore red, carried signs with slogans like "Some cuts don't heal" and recited chants like "When healthcare rights are under attack, what do we do? Stand up and fight back!"

Sandra Morioka, a nurse for more than 35 years, spoke of the NICU as not just a department within the hospital but an essential resource for families.

“When a baby arrives prematurely and unexpectedly requires intensive medical care, families are suddenly faced with one of the most frightening and vulnerable moments of their lives,” she said. “In those moments, the NICU provides something invaluable: expert care, hope, reassurance and the ability to keep families close to home.”



Nurses hold up signs urging the Watsonville Community Hospital to prioritize staffing that would allow the neonatal intensive care unity to reopen. (Nick Sestanovich — Santa Cruz Sentinel)

She added, “These tiny patients can not speak for themselves, and their families depend upon highly skilled nurses, physicians, respiratory therapists, specialists and support staff to give them the best possible chance for a healthy future.”

Morioka said families should not have to travel far to receive that level of care, especially as some babies require immediate treatment.

“The value of a NICU can not be measured solely by the volume, revenue or the number of patients cared for,” she said. “Its true value is measured in the lives protected, families supported and babies who go home and their futures are given a chance.”

Registered nurse Lisa Whitney expressed frustration that there was

not a clear plan or timeline to reopen the NICU.

“Our families deserve a NICU close to their home in their community,” she said.

Farris told the crowd that the closures were “a red line that we should not cross” and worried about the long-term impacts.

“Management has stated that the closure of our NICU department is temporary,” she said. “This is a slippery slope, one that can lead to a decision that creates gaps in care for our most vulnerable here on a more permanent basis and even cause new maternal deserts.”

Farris reminded the rally goers that the community has historically guided the hospital through the most difficult circumstances, including emerging from bankruptcy in 2022.

“It is important to remember, though the most dismal times through the history of this facility, our community has seen this hospital through,” she said.

Farris called upon hospital management to make obstetrics staffing an immediate priority and to reopen the NICU.

Moran said there was not a definite timeline to reopen the NICU but said the hospital would do so when safe. He said the number of babies requiring on-site NICU services was already very small and that 16 patients had been transferred to partner hospitals since January. He rejected accusations that the staffing crisis was caused by hospital management. He said approximately nine nurses in the labor and delivery and NICU department recently tested positive for COVID-19, prompting the hospital to institute mandatory masking for all visitors.

While the COVID outbreak did not factor into the decision to close the NICU, as it occurred afterward, Moran said it “made it very problematic” for the unit to reopen right away.

“I look at our staffing for that unit every day with our nursing director with an eye toward when we can safely open,” he said.

Still, Moran said he does not want to keep the NICU closed long-term.

“It’s not my intent to keep the NICU closed,” he said.

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Gov. Gavin Newsom signs bill to accelerate Pajaro River flood protection projects

Gabrielle Gillette

4–5 minutes

PAJARO — Gov. Gavin Newsom signed a bill Monday aiming to accelerate Pajaro River critical flood protection projects by expanding contracting tools available.

Senate Bill 1055 was introduced by Sen. John Laird, D-Santa Cruz, and works to expand the contracting tools available to the Pajaro Regional Flood Management Agency to help the agency conduct levee repairs and flood control improvements more efficiently. It authorizes the agency to use additional construction procurement methods — or methods for acquiring necessities like materials, equipment, resources, consultants and contractors.

“Pajaro Valley communities know firsthand the devastating consequences of flooding, and we have a responsibility to keep moving these critical protection projects forward,” Laird said in a statement. “SB 1055 gives the Pajaro Regional Flood Management Agency more flexibility to get this work done efficiently and responsibly. I thank Governor Newsom for signing this bill and for continuing to support our work to better protect families, businesses, and farmland throughout the Pajaro Valley.”

The Pajaro Regional Flood Management Agency is currently limited in the construction procurement methods it can use, but once SB 1055 takes effect in January 2027, the agency’s contracting authority will expand from three procurement methods to seven,

providing greater flexibility to reduce costs, shorten construction timelines and complete critical flood protection improvements more efficiently. Some of the new procurement methods include job order contracting, design-build, best value and construction manager/ general contractor contracting, according to a media release from Laird's office.

The original Pajaro River levee system has seen five major floods from the Pajaro River since its inception in 1949, according to the Pajaro Regional Flood Management Agency's website. Most recently, a roughly 400-foot levee breach flooded the town of Pajaro, displacing residents, damaging structures and soaking agricultural fields in March 2023.

Later that year, the U.S. Army Corps of Engineers and local elected officials entered into a Project Partnership Agreement to rebuild the Pajaro River levee.

Though the U.S. Army Corps of Engineers has contracted much of the construction, there are several other requirements in the rebuilding process that the Pajaro Regional Flood Management Agency must perform itself, Mark Strudley, executive director of the Pajaro Regional Flood Management Agency, told the Sentinel.

"There's utilities that need to be relocated, and some of them are quite large, and so what we're hoping is that with these different procurement methods, this would allow for more flexibility in contracting for those utility relocations, which could speed them along and offer cost savings if we're able to use different methods," Strudley said.

The agency also will have future projects independent from the levee project with the U.S. Army Corps of Engineers. Levees that stretch downstream of Highway 1 to the Pacific Ocean will need to be updated in the future, Strudley said, and the Pajaro Regional Flood Management Agency could use the new variety of procurement methods to speed up and lessen costs for that project as well.

The bill received support from the cities of Watsonville and Monterey, the Pajaro River Watershed Flood Prevention Authority, the Pajaro Valley Chamber of Commerce and Agriculture, Pajaro Valley Prevention and Student Assistance and the Casa de la Cultura Center in Pajaro. The Associated General Contractors of California and Western Electrical Contractors Association opposed the bill.

“Senator Laird stepped up without hesitation to carry SB 1055 given his long-time interest and active legislative support of the Pajaro River flood project. In fact, his engagement goes back decades,” Strudley said in the release. “SB 1055 paves the way for a more timely and cost-effective means of seeing the project to completion all for the benefit of the families, farms, and businesses of the Pajaro Valley. Providing our agency with the ability to use alternate project delivery methods puts us on par with other similarly situated public agencies. We thank Senator Laird for his leadership and commitment to the project and the people it will ultimately protect.”

cerescourier.com

Merger to dissolve rural fire district gets LAFCO OK

Jeff Benziger

5–7 minutes

Jeff Benziger

Managing editor

Published: Sep 2, 2026, 10:17 AM

Dissolving the rural Ceres Fire Protection District into the Stanislaus Consolidated Fire District now has the approval of the Stanislaus LAFCO (Local Agency Formation Commission).

Last week the panel unanimously voted to allow the merger to proceed, condition on a finalized agreement to compensate the city of Ceres for fire coverage through its Modesto Fire Department contract for services to cover certain areas of the former district. There is also a 30-day reconsideration period.

Over the decades, the Ceres Fire Protection District has slowly lost jurisdiction due to Ceres expanding its southwestern city limits. Now with the Copper Trails master plan expected to bite into more of its already shrunken coverage area, the district wants to be absorbed into the Stanislaus Consolidated Fire District.

About 512 affected parcels are affected.

Because CFPD has no station, no firefighters and no apparatus, it has for decades contracted with the city of Ceres for fire service. Modesto Fire now provides that service since Ceres contracts with Modesto. For that service, the city of Ceres has been compensated with $80,000 in revenue.

In agreeing to the merger, Ceres is being compensated for its portion of contract services for which it is responsible.

“Both agencies intend to negotiate in good faith toward an

agreement that would continue funding the city at a generally equivalent level to what the city currently receives for providing fire protection services within the affected area," said Interim Ceres City Manager Steve Williams. "While these resolutions are non-binding, and the terms of any future agreement are subject to negotiation and will require separate approval by both governing boards, with these mutual commitments in place and the material change language, the city of Ceres supports this proposed resolution."

LAFCO member Bill O'Brien went along with the merger but expressed concerns. One of them has to do with the capital improvement fees going to the Stanislaus Consolidated while the city of Ceres is the one providing the service.

"I think there's a legal nexus issue there, not for LAFCO to decide," said O'Brien.

He also suggested that some of the standards required by Stanislaus Consolidated will be "hard for the public to stomach."

"The specific one that's been brought to the attention is the requirement, or supposedly, the requirement of either concrete or asphalt driveways. Well, as farmers know, those driveways could be a quarter mile, half mile, and that could be a substantial cost to someone who is making an improvement to their property."

Still, he noted those issues are outweighed by the fact that the rural area will have a "financially sound level of service."

The small district currently encompasses 2,500 acres outside of the city limits. East of Highway 99 it encompasses an area outside the city limits between Moore Road and Faith Home Road to the east all the way south to Redwood Road where it transitions into Keyes Fire Protection District. West of the freeway the district covers the county pocket between Industrial Avenue and Service Road; the area south of Service Road to Redwood Road and between Blaker Road and the freeway; and the area south of the Ceres city limits east of the Tidewater tracks to Blaker Road and bounded by Keyes Road to the south. The district abuts to the Westport Fire district in that area.

A small pocket of the district is just west of Mitchell Road and north of River Road.

In reality though, any structure or grass fires or car crashes that occur in the small district often draw mutual aid from neighboring fire agencies, including Keyes and Westport fire agencies.

The merger will cost those living in or owning properties in the district. In the mid-1980s, the CFPD passed a special assessment of about $90 per year on their property tax bills. That assessment hasn't kept pace with inflation, so Stanislaus Consolidated district will be charging property owners with an annual property assessment of $341.

Stanislaus Consolidated Fire District Deputy Chief Clint Bray said that the closest fire station will service the area depending on location.

Stanislaus Consolidated Fire District operates six fire stations, which are on Mitchell Road near the airport; on E Street in Waterford; on Topeka Street in Riverbank; Yosemite Boulevard in Empire; one near the Fruit Yard; and one in La Grange.

"Depending on where you live at, it could be from the city of Ceres," said Bray. "If it's a structure fire, you will definitely get Stanislaus Consolidated resources, along with the city of Ceres and the city of Modesto."

Mutual aid agreements call for neighboring agencies to help out when needed.

When asked what response times will be experienced in the new area of Stanislaus Consolidated, Bray said the goal is six minutes.

Bray noted that all three agencies keep paramedics on their engines for Advanced Life Support.

Ceres Fire Protection District board president Gary Marchy said the merger in being sought ahead of the eventual development of the Copper Trails annexation in the area between Central Valley High School and the freeway. That's because the small district would lose a lot of revenue once annexed to Ceres.

pressbanner.com

Scotts Valley city manager’s resignation follows contentious council meeting

Drew Penner

9–11 minutes



Scotts Valley City Manager Mail LaGoe apologized for the removal of banners featuring photos of graduating seniors earlier this summer during the Aug. 5 Council meeting. They were taken down as part of preparations for the City's 60th birthday bash. (City of Scotts Valley/YouTube)



Scotts Valley City Council’s Aug. 5 meeting just hits different now. That’s because City Manager Mali LaGoe would go on to announce her resignation two days later.

The high school banners debacle seems more like a culmination

than a minor small-town kerfuffle to be quickly smoothed-over.

The complaints from Scarborough Ace Hardware owner Mikala Clements about the new business license tax and bike lanes on Scotts Valley Drive come across less as a one-off piece of constructive criticism, more as an indictment of a broader management style or urban planning philosophy.



Scotts Valley Market owner Ron Clements Jr.’s public comment about an increasing number of homeless residents staying over in their parking lot emphasizes growing unease within the business community about changes enfolding across the city.

The fact that several Scotts Valley officials, including the mayor, apologized at length about the decision to remove some banners with photos of graduating Scotts Valley High School seniors to put up 60th Anniversary ones is proof the issue hit a nerve in the suburban enclave. But now it also appears like an effort by Council members to distance themselves from an incredibly unpopular move by an outgoing chief administrator.

Never mind that the banners are not some longstanding tradition, but rather something begun to ease the pain of the graduating class during the Covid-19 era — as seniors couldn’t have a regular send-off due to lockdown measures.

And never mind that the Class of 2026 had their photos fluttering in the breeze longer than the Class of 2025 did, according to one of the detractors.

And never mind that not a single rising college freshman considered it a big enough issue to support their parents’ missives by taking the time out of their lives to call in to the City Council meeting to share their reported hurt.

The point was that the City had promised to leave the banners up through July 4, so that the former SVHS students could bask in their personal moment of Americana glory while participating in the Fourth of July Parade this year.

(An unspoken undercurrent is that, while it was the fault of a prior Scotts Valley government that the popular fireworks display was canned, a few years ago, LaGoe opting to not bring them back is widely seen as her first major faux pas.)

And so, in the eyes of some residents, here was a city manager who lives over the hill in Cupertino (per Rocket Reach) and made $312,370 in total pay (in 2024, per Transparent California), reneging on another thing that makes Scotts Valley unique and special, however recent the ritual.

To be fair, LaGoe was quick to admit fault herself for banners coming down on July 1, as reproduced in meeting minutes.

"I made the decision to switch out the banners in accordance with the City's Streetlight Banner Policy, which was adopted by the City Council on March 15, 2023," she said. "The policy states that City event banners are given priority over requests from community groups, and it further states that 'Banners may be hung for a period not to exceed 60 days.' At the time I directed staff to switch out a portion of the Senior banners for City banners, the Senior banners had already been displayed for over 70 days. This decision was not intended in any way to lessen the celebration for the High School Seniors, but rather to begin the transition to celebrate the City's 60-year history, which was a theme of the 4th of July Parade."

A firestorm had been ignited.

"Graduation banners should be held high from graduation date to the first day of school!! We need to celebrate all of their accomplishments!!" wrote Jessica Ayala on the Santa Cruz Sentinel Facebook page.

"A promise was made to the parents who paid for those banners that they would be up until…July 12th. That promise was not kept

and instead of owning that, verbiage from a city ordinance was read out loud instead" Natasha Stefanisko said on the same post.

"Nobody is suggesting this is a catastrophic or life-altering issue. It isn't. But something doesn't have to be catastrophic for people to respectfully stand up and say, 'This wasn't right, and we should do better,'" wrote Scotts Valley realtor Robert Aldana.

Others saw it as less of a blunder.

"Is this really all the people in SV have to complain about? Geez!" wrote a user named Joyce Ann.

"This is dumb. The banners were first used during the pandemic for that senior graduating class as a special thing for just them. They shouldn't even be put up anymore," contributed Stacy Townsend.

"1st world problems," said Bruce Suba — a comment echoed by Kimberly Collier-McCarthy.

Someone even used a #scottsvalleyproblems hashtag.

The local government has been questioned by some locals who aren't fans of the multi-family developments that've been cropping up around town.

However, what many don't realize is that, it is because — not in spite — of LaGoe's leadership that Scotts Valley has been largely protected from the effects of the powerful "Builder's Remedy" mechanism that has allowed developers to run roughshod over municipal rules in many other California communities. (Though there will be spillover impacts from development that Los Gatos accidentally facilitated by the neighboring community failing to get a quality Housing Element in on time, triggering a slew of such "Builder's Remedy" projects.)

And Scotts Valley has been making impressive strides to turn around its longstanding legacy as a community that didn't produce its fair share of affordable housing to help house the state's population.

In fact, Scotts Valley has seen 70% of the "Very Low" units it's

required to build come on line, and 87% of required "Low" units (though there have been no "Moderate" permits issued and only 35% "Above Moderate"), according to a CalMatters chart that uses California Department of Housing and Community Development data.

Meanwhile, Santa Clara County is at 92% for "Above Moderate," but a big fat 0% for "Very Low," "Low" and "Moderate."

But don't expect many locals to give LaGoe a departing pat on the back for this major accomplishment (if communities don't build enough housing, the State can enact severe punishments). If anything, they may see it as a mark against her.

The Press Banner asked LaGoe if she saw parallels in her current life situation with the period when she left the Greater Tahoe Area to come to Scotts Valley.

"The situations are somewhat different," she said in an email interview. "I left my role as Assistant County Executive Officer at Nevada County because I got married and my family (husband and 2 stepsons) was in the San Jose area, so I moved down here to be with them. It's similar in the sense that it's hard for me to leave projects unfinished, and I love the people I work with, so it's hard to leave those relationships behind."

LaGoe said she decided to leave the City of Scotts Valley without another employer waiting in the wing.

"I plan to take some time off to de-stress and choose what I want to do next," she said.

LaGoe is proud of the many things she was able to accomplish while in office.

"The City is much stronger from an operational standpoint, which means that we've been able to do important projects for the community like improve the parks, roads, storm drains and City facilities over the past few years," she said. "We've also been able to enhance local services because we have full staffing in all

departments, including Police and Recreation. I'm also very proud of the progress made on the Town Center. I know driving by, the site hasn't changed much, but there has been a ton of work behind the scenes to move the Town Center forward."

The next step will be for Swenson Builders to return with a final design.

When asked if there was a proverbial straw-that-broke-the-camel's-back that clinched her decision to resign, she said, "I don't think there was one specific moment. Stress is something that, as many people experience, builds up over time. We think we're fine, we're coping — until we're not. I've been staring down burnout for several months and trying to find a way to recover, but ultimately, I need to take care of myself which at this time means stepping away from this work."

LaGoe added that it's been heartwarming to receive emails and messages from community members and staff thanking her for her service to the community.

"It truly has been an honor to serve Scotts Valley, and I am glad that I have had a meaningful impact on so many people through this work," she said.



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Watsonville City Council to consider allocation of Measure Q funds

Nick Sestanovich

3–4 minutes

WATSONVILLE — The city of Watsonville is ready to use funds from Measure Q, adopted by Santa Cruz County voters in 2024, but how it will use those funds is up to the City Council — which will vote on staff's recommendations for a five-year expenditure plan at Tuesday's meeting.

Approved by voters in the 2024 general election, Measure Q is an annual $87 special parcel tax to fund wildfire prevention, parks, river cleanups and beach projects throughout the county. While most of the funds go toward a county-administered grant program for eligible projects, 20% of the funding goes to Santa Cruz County's four incorporated cities, based on their population and a minimum annual distribution of $200,000 per city.

Watsonville received $447,312 in the 2025-26 fiscal year — the first full year of Measure Q's allocation — with an additional $457,000 expected in the current fiscal year. To account for this new source of income, a total of $904,312 was appropriated as part of the city's most recent budget.

However, according to a staff report, staff postponed requesting the council approve an expenditure plan as it waited to see what would happen with a potential Howard Jarvis Taxpayers Association-backed ballot measure called "Local Taxpayer Protection Act to Save Prop. 13," which aimed to increase the threshold to approve voter-initiated tax measures from a simple majority to two-thirds vote, potentially invalidating initiatives like Measure Q. The

measure was removed from the November ballot and replaced with Proposition 43, which will be on the ballot and has the same objective but will not be applied to initiatives approved prior to the November 2026 election, preserving Measure Q's funds.

The staff report outlined five recommended projects to be financed through Measure Q. The first is the funding of two full-time park maintenance workers and two 960-hour seasonal park maintenance aides, which staff emphasized are needed with the planned reopening of Ramsay Park. The total amount requested is $101,060 for these positions in the current fiscal year.

Other requested funds include $763,252 for the City Plaza Park revitalization project, $40,000 for a plan to address the water quality at Pinto Lake, $748,750 to develop park masterplans for River Park and $246,938 to update the city's Parks and Recreation Master Plan, which staff noted was last updated in 2008.

With the master plans scheduled to receive funding in subsequent fiscal years, staff is requesting the council approve a total of $904,312 to finance the park maintenance workers, City Plaza revitalization and Pinto Lake water quality plan in the 2026-27 fiscal year.

In other business, the council will conduct a public hearing to consider amending the energy services agreement with Climatec to implement a scope of work that includes on-site energy generation, dewatering improvements and secondary treatment optimization.

The council will meet at 5:30 p.m. Tuesday on the top floor of the Watsonville City Council Chambers, 275 Main St. A ceremony recognizing new employees and recent retirees and a closed session consisting of a public employee performance evaluation for City Manager Tamara Vides, City Attorney Samantha Zutler and City Clerk Irwin Ortiz will precede the regular meeting at 4:30.

yahoo.com

California Scientist Looking for Frogs Finds a 10,000-Year-Old Mastodon Tooth

Lauren Novak

3–4 minutes

A scientist working on a project for threatened frogs ended up finding something much larger. Brigid Lynch discovered a fossilized mastodon tooth in a California creek.

Lynch is a geomorphologist with Balance Hydrologics. She was surveying the area for a project meant to improve the habitat for the California red-legged frog.

While walking through the creek bed, Lynch noticed what looked like an oddly shaped rock. Paleontologists later confirmed that it was an intact molar from an adult Pacific mastodon.

The fossil is believed to be approximately 10,000 years old, although researchers still need to determine its exact age. The Midpeninsula Regional Open Space District announced the discovery on Sept. 9.

The Tooth Was Found in a Creek Bed

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According to Midpen, the tooth was found at one of its preserves in San Mateo County. The district did not reveal which preserve or say exactly when Lynch spotted it.

Wayne Thompson, a paleontologist and the owner of Pacific Paleontology, examined the molar. He called it the most complete mastodon tooth found in the area and said it was in excellent condition.

The discovery came as a surprise to Lynch too. Although she regularly works outside as a geologist, she said she had never found anything this exciting.

Pacific Mastodons Once Lived in California

The Pacific mastodon is different from the better-known American mastodon. It had narrower teeth, thicker leg bones, and some differences in its tusks.

Mastodons and mammoths both belonged to the same group of animals as modern elephants, but they were not the same. According to La Brea Tar Pits, adult male American mastodons could stand about 10 feet tall and weigh approximately 6 tons.

The mastodon's name comes from the unusual shape of its teeth. Its molars had cone-shaped bumps that helped crush twigs and leaves, while mammoths had ridged teeth that worked better for eating grass.

Researchers believe Pacific mastodons lived in areas that are now California, Oregon, Mexico, and the northern Rocky Mountains. They disappeared approximately 11,700 years ago.

Stanford Will Determine Its Exact Age

Midpen donated the tooth to Stanford University's Doerr School of Sustainability. Researchers plan to use carbon dating to determine its exact age.

"Fossils are our only opportunity to see into past biodiversity," explained Christine Garcia, Curator and Manager of the Geoscience Specimen Collection at Stanford. "We can study fossils to better

understand Earth's past, past wildlife and the ecosystem they were a part of, and to help us make better predictions and better decisions about how to help our ecosystems and biodiversity thrive into the future."

The fossil will also be scanned so researchers can create a 3D-printed copy. Midpen plans to use the replica for education, but it hasn't announced where or when people can see it.

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Capitola City Manager Jamie Goldstein to retire

Caroline Hemphill

6–7 minutes

CAPITOLA — Since 2010, Capitola has tackled problems from damaging storms that drew national media attention and a visit from President Joe Biden to more mundane topics like decreasing revenue, with City Manager Jamie Goldstein at the helm. After working for Capitola for 18 years, Goldstein will retire from the position in December.

“There’s been a lot of opportunities and a lot of challenges,” Goldstein said. “It just felt like the right time to move on and try something new.”

Goldstein came to Capitola after spending almost eight years with Santa Barbara County working as a planner and then as deputy director of redevelopment. He started as Capitola’s community development director in 2008 before taking on the role of city manager in 2010.

In Capitola, the city manager has responsibilities ranging from overseeing staff to managing city-owned property. The city uses a manager-council form of governance, in which the elected City Council hires a city manager to serve as chief administrative officer.

During his time as city manager, Goldstein has seen Capitola through a host of hard times, including numerous storms and natural disasters. Most recently, in 2023, winter storms damaged portions of Capitola Village and wrecked the historic Capitola Wharf. Goldstein and city staff were able to bring together local,

state and federal funding sources to repair the structure, which reopened in September 2024. Goldstein also saw the city through the COVID-19 pandemic and a 2011 pipe burst that resulted in flooding in the Capitola Village.



Capitola City Manager Jamie Goldstein will retire from the position in December after serving for over 16 years. (Courtesy of Jamie Goldstein)

Over the years, Goldstein has worked to mitigate the city's financial hardship. Capitola's budget comes largely from sales tax revenue, a source that has been dwindling as consumers increasingly

choose online shopping over brick-and-mortar stores. Due to this shift, Goldstein said, sales tax revenue has failed to keep up with inflation, eroding the city's buying power. In combination with other budgetary issues, such as increasing CalPERS pension costs, Capitola's budget is expected to become structurally unbalanced within the next five years.

"It's one of these realities of Capitola that are maybe difficult for people to see, but really have affected the day-to-day decision making," Goldstein said.

In addition to addressing disasters and deficits, Goldstein has pushed several projects to completion since he's been with the city. One of the most notable is the construction of the new Capitola Branch Library, an undertaking that lasted over two decades from start to finish. The branch was, in part, funded by Measure S, a $67 million bond measure passed by county voters in 2016. The fund was used to renovate or rebuild every branch of the Santa Cruz Public Libraries system (with the exception of the new Downtown Santa Cruz Branch, which is slated to be completed in 2028). Goldstein reflected on the success, saying it was rewarding to bring together the resources necessary to bring the vision to life and create a library that will serve Capitola and central Santa Cruz County for generations.

Goldstein also worked closely with the Soquel Union Elementary School District to renovate the Jade Street Community Center and build the universally accessible Treasure Cove playground. When Goldstein first arrived in Capitola, the city and school district, which leases land to the city for the community center, had a contentious relationship that included several lawsuits. The City Council, school district superintendent and Goldstein worked together to repair that relationship and extend the city's lease on the property.

After Goldstein's departure, the new city manager will have some loose ends to tie up. For one, the current City Hall and Capitola Police Department at 420 Capitola Ave. are located in an old building in the floodplain, Goldstein said. He and city staff have

looked into renovating or relocating the city headquarters, but the idea hasn't seen any movement yet.

Goldstein's successor will have the chance to continue pushing for redevelopment at the Capitola Mall. The mall project has been in the works for longer than Goldstein has been with the city. In fact, the city manager recalled that when he still worked for Santa Barbara County, he met the then-owners of the mall property, expecting to work with them on redevelopment when he arrived in Capitola. Nearly two decades later, the city has passed numerous zoning code changes to incentivize development. The most recent overhaul was approved in March. Despite the difficulties and delays, Goldstein remains optimistic.

"It will happen, I firmly believe that," Goldstein said. "I think the next manager will have the opportunity to see that move along."

Goldstein has worked with 16 members of the City Council across eight election cycles, according to a statement from the city. Mayor Margaux Morgan, who has worked alongside Goldstein for six years, remarked upon the many projects and events that the city has seen to completion during that time.

"I feel the City of Capitola was fortunate to have Mr. Goldstein in the integral role that he held," Morgan said in a statement. "The city wishes Jamie well after his retirement."

The City Council plans to share transition details in the coming weeks. Eventually, Goldstein said he expects to look for other career opportunities. But for now, he's taking time to cool off, recharge and spend this winter skiing as much as possible.

"It has been an extraordinary honor to serve this community for nearly two decades," Goldstein said in a statement. "The challenges we have faced and overcome together as a City team have shaped me both personally and professionally."