

**MEMORANDUM OF UNDERSTANDING  
FOR EXCHANGE OF PRINCIPAL COUNTY  
STATUS FOR SPHERE OF INFLUENCE CHANGES  
LOCAL AGENCY FORMATION COMMISSION FOR VENTURA COUNTY  
AND  
LOCAL AGENCY FORMATION COMMISSION  
FOR THE COUNTY OF LOS ANGELES**

THIS **MEMORANDUM OF UNDERSTANDING** (MOU) IS MADE THIS 19<sup>TH</sup> DAY OF FEBRUARY, 2020 BY AND BETWEEN THE LOCAL AGENCY FORMATION COMMISSION FOR VENTURA COUNTY (hereinafter **Ventura LAFCO**) AND THE LOCAL AGENCY FORMATION COMMISSION FOR THE COUNTY OF LOS ANGELES (hereinafter **LA LAFCO**).

**RECITALS**

The following recitals are a substantive part of this MOU:

1. In January 2006 in the Third Appellate District of the Court of Appeal for the State of California a decision was rendered, identified commonly as the “Truckee Decision” (*Placer County Local Agency Formation Commission v. Nevada County Local Agency Formation Commission*, 135 Cal. Appl 4<sup>th</sup> 793), which applied the California Government Code Section 56066 definition of “principal county” to determinations for spheres of influence under the provision of Government Code Section 56425 et seq.

2. Principal county is defined in the California Government Code at § 56066 which reads as follows: “Principal county” means the county having the greater portion of the entire assessed value, as shown on the last equalized assessment roll of the county or counties, of all taxable property within a district or districts for which a change of organization or reorganization is proposed.

3. Government Code §§ 56123 and 56124 allow for the transfer of exclusive jurisdiction from the principal county LAFCO to the affected county LAFCO if all of the following occur:

- a. The commission of the principal county approves of having exclusive jurisdiction vested in another affected county;
- b. The commission of the principal county designates the affected county to assume exclusive jurisdiction; and

- c. The commission of the affected county so designated agrees to assume exclusive jurisdiction.

4. The LA LAFCO and Ventura LAFCO have jurisdiction over numerous entities which abut, and in certain instances cross over, county boundary lines. Both LA LAFCO and Ventura LAFCO agree that the LAFCO of the county within which the affected territory is situated should be the LAFCO that determines the sphere of influence, due to its knowledge of underlying service providers, and affected agencies within and surrounding the entity within the affected county, and understanding of the development standards and vision within the affected county. This MOU is intended to set forth these understandings in a formal manner and to identify that as allowed by Government Code Section 56375(q) the LAFCOs have agreed to transfer authority for processing of sphere of influence applications.

5. This MOU between Ventura LAFCO and LA LAFCO is to establish the terms and conditions for the vesting of exclusive jurisdiction in the matters of sphere of influence determinations to the Commission of the affected county from the Commission of the principal county.

**NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS AND PROMISES CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:**

1. Sphere of Influence Transfer Determinations
  - a. When a proposal is contemplated to extend a special district's sphere of influence into the adjacent county, or expand or reduce a sphere of influence that is already located in the adjacent county, the LA LAFCO or Ventura LAFCO acting as principal county does hereby approve the transfer of exclusive jurisdiction for those determinations to the affected county;
  - b. The transfers shall be to the affected county within which the affected territory considered for sphere of influence extension, expansion or reduction lies; and
  - c. Acting as the affected County, the LA LAFCO or Ventura LAFCO agrees to assume the exclusive jurisdiction for sphere of influence determinations within its respective county territory.

2. Term of MOU

The term of this MOU shall commence upon execution of this agreement by both LAFCOs and shall remain in effect until specific action is taken to terminate it in its entirety or to modify the MOU. This MOU constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and is executed without reliance upon any representations or promises not contained herein.

3. Responsibilities for Complying with Transfer of Exclusive Jurisdiction

Each LAFCO shall advise applicant(s) seeking the extension of a sphere of influence into the adjacent county, or the expansion or reduction of a sphere of influence already located in the adjacent county, of a special district for which it is designated "principal county" that the applicant(s) shall submit said request to the affected county LAFCO. The application requirements, including fees and processing costs, of the LAFCO vested with exclusive jurisdiction shall apply. The LAFCO with exclusive jurisdiction shall include the principal county LAFCO in all notices, provision of staff reports, and resolutions related to the sphere of influence consideration process. Nothing in this MOU shall be construed to limit in any way the provision of state law governing the consideration process for a sphere of influence change.

4. Compliance with Government Code Section 56430

The policies and procedures of the LAFCO vested with exclusive jurisdiction by this MOU shall apply to the processing of any sphere of influence change with regards to Government Code Section 56430. Nothing in this section precludes the LAFCO vested with exclusive jurisdiction from using the service review data and/or determinations prepared by the principal LAFCO for the affected local agency.

5. Modification

This MOU constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This MOU may be modified only by subsequent mutual written agreement executed by Ventura LAFCO and LA LAFCO and will not be effective until signed by all parties.

6. Termination

This MOU may be terminated by either party by giving a 60-day notice in writing following action of the terminating Commission.

7. California Law

This MOU shall be construed in accordance with the laws of the State of California. Any action commenced about this MOU shall be filed in the Superior Court of the affected County. The MOU shall be construed as though jointly drafted by the parties with the assistance of independent legal counsel.

8. Indemnification

Ventura LAFCO and LA LAFCO each agree to indemnify, defend at its own expense, including attorney's fees, and hold harmless the other party from and against all claims, costs, penalties, causes of action, demands, losses and liability of any nature whatsoever, including but not limited to liability for bodily injury, sickness, disease or death, property damage (including loss of use) or violation of law, caused by or arising out of or related to any negligent act or willful misconduct of the party, its officers or employees or any other agent acting pursuant to its control and performing under this MOU.

9. Notices

All notices shall be personally delivered or mailed, via first-class mail to the below listed addresses:

(a) Local Agency Formation Commission for the County of Los Angeles  
80 South Lake Avenue, Suite 870  
Pasadena, CA 91101  
Attn: Paul A. Novak, AICP  
Executive Officer

(b) Ventura Local Agency Formation Commission  
801 S. Victoria Avenue, Suite 301  
Ventura, CA 93003  
Attn: Kai Luoma, AICP  
Executive Officer

10. Preservation of Agreement


Should a provision of this MOU be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

IN WITNESS WHEREOF, these parties have executed this MOU on the day and year shown above.

APPROVED AS TO FORM:

LOCAL AGENCY FORMATION COMMISSION  
FOR VENTURA COUNTY

LEROY SMITH  
County Counsel  
County of Ventura

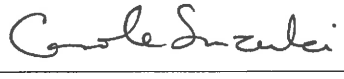
By   
MICHAEL G. WALKER,  
Chief Assistant County Counsel  
Attorney for Ventura Local Agency  
Formation Commission

By   
CARMEN RAMIREZ  
CHAIR

APPROVED AS TO FORM:

LOCAL AGENCY FORMATION COMMISSION  
FOR THE COUNTY OF LOS ANGELES

MARY C. WICKHAM  
County Counsel  
County of Los Angeles

By   
Deputy

By   
JERRY GLADBACH  
CHAIR

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Local Agency  
FORMATION COMMISSION  
FOR LOS ANGELES COUNTY