

Lake Local Agency Formation Commission

Special Meeting Agenda

Wednesday April 15, 2020 -- 9:30 am

Welcome to the LAKE LAFCo special meeting. This special meeting has the same agenda as, and supersedes, the regular meeting previously scheduled for the same time and date. The meeting is re-noticed as a special meeting to allow Commissioners and the public to participate in the meeting via teleconference or other electronic means. A roll call vote is required for all items on the agenda.

This meeting will be via Teleconference (conference call) only due to the COVID-19 virus. Many items will be continued until the June 9th 2020 regular meeting.

You may use your phone for this conference call and no computer is required. There will be no video.

The DIAL IN NUMBER is (978) 990-5000 and the ACCESS CODE is 658749# at 9:30 AM - April 15, 2020

If you have any problems dialing in call LAFCo at (707) 592-7528

Items may be considered at any time during the meeting. All items are listed in accordance with the Ralph M. Brown Act. Members of the public are encouraged to participate in this teleconference meeting either by email prior to the meeting at j.benoit4@icloud.com or by phone by dialing the number and access code above. You may listen to the meeting by dialing the teleconference number.

This meeting is being agendized to allow staff and the public to participate via teleconference, pursuant to the Governor's Executive Orders N-25-20 & N-29-20 and dated March 12, 2020 & March 17, 2020. These Executive Orders authorizes local legislative bodies to hold a public meeting via teleconference or other electronic means and to make public meetings accessible to telephonically to all members of the public and staff in effort to observe Social Distancing Recommendations in effect for the entire country.

(All meeting materials are available on LAFCo's Website: www.lakelafco.org)

Website: www.lakelafco.org

"Lake LAFCo oversees orderly development and protects natural resources and agricultural lands"

Commissioners

Dirk Slooten, (City)
Stan Archacki, (Special Dist.)
Jim Scholz (Special District)
Ed Robey, (Public Member)
Moke Simon, Vice Chair (County)

Commission Alternate Members

Victoria Brandon (Spec. District Alternate)
Suzanne Lyons (Public Alternate)
Tina Scott (County Alternate)
Joyce Overton (City Alternate)

Bruno Sabatier Chair (County)

Stacey Mattina (City)

Staff

John Benoit, Executive Officer

P. Scott Browne, Legal Counsel

Kathleen Moran, Clerk-Analyst

1. Call to Order – Roll Call

2. Approval of Minutes – January 15, 2020

Action: Approve January 15, 2020 minutes

3. Public Comment.

This is the time for the public to address the Commission on any matter not on the agenda. Testimony related to an item on the agenda should be presented at the time that item is considered.

4. Consent Agenda

a. *Review and authorize payment of expenses for January, February & March 2020.*

b. *Ratify agreement between Lake LAFCo and Municipal Resource Group, LLC re: LAFCo Consultant for the South Lakeport Reorganization Application*

PUBLIC HEARING:

5. 2020-2021 Proposed LAFCo Budget

a. *Receive Report, conduct public hearing, and consider approval of LAFCo Resolution 2020-0002 adopting a proposed Budget for 2020-2021.*

ACTION ITEMS:

6. Policy, Standards and Procedures update (workshop #2)

(continue to the next LAFCo meeting when the Commission meets in a physical location)

7. Discuss options to reduce domestic water costs in communities where water is costly.

a. *Hold general discussion regarding costly domestic water service*

8. Executive Officer' s report.

- a. 700 forms due June 1st
- b. Upper Lake County Water District MSR and SOI
- c. Konocti County Water District MSR and SOI
- d. Cemetery District MSR and SOI
- e. Carlisle Annex to Clearlake Oaks Co. Water District
- f. Alternate Special District recruitment for a 4-year term

9. LAFCo Counsel's report

10. Commissioner Reports

This item is placed on the agenda for Commissioners to discuss items and issues of concern to their constituency, LAFCO, and legislative matters.

11. Correspondence:

**12. Adjourn to LAFCO's next regular meeting: Wednesday May 20th , 2020
9:30 AM in Clearlake**

The Commission may take action upon any item listed on the agenda. Unless otherwise noted, items may be taken up at any time during the meeting.



Any member appointed on behalf of local government shall represent the interests of the public as a whole and not solely the interest of the appointing authority Government Code Section 56325.1

Public Comment

Members of the public may address the Commission on items not appearing on the agenda, as well as any item that does appear on the agenda, subject to the following restrictions:

matter jurisdiction.

- No action shall be taken on items not appearing on the agenda unless otherwise authorized by Government Code Section 54954.2 (Known as the Brown Act, or California Open Meeting Law).
- The total amount of time allotted for receiving public comment may be limited to 15 minutes.
- Any individual's testimony may be limited to 5 minutes. Time to address the Commission will be allocated on the basis of the number of requests received.

Public Hearings

Members of the public may address the Commission on any item appearing on the agenda as a Public Hearing. The Commission may limit any person's input to 5 minutes. Written statements may be submitted in lieu of or to supplement oral statements made during a public hearing.

Agenda Materials

Materials related to an item on this agenda submitted to the Commission after distribution of the agenda are available for review for public inspection at the City of Lakeport and City of Clearlake Community Development Departments office located at City Hall in Lakeport and Clearlake [such documents are also available on the Lake LAFCO website as noted below to the extent practicable and subject to staff's ability to post the documents prior to the meeting].

Accessibility

An interpreter for the hearing-impaired may be made available upon request to the Executive Officer 72 hours before a meeting. The location of this meeting is wheelchair-accessible.

Disclosure & Disqualification Requirements

Any person or group of persons acting in concert who directly or indirectly contribute \$1,000 or more in support of or in opposition to a change of organization or reorganization that has been submitted to Lake LAFCO must comply with the disclosure requirements of the Political Reform Act of 1974 applicable to local initiative measures to be submitted to the electorate. These requirements contain provisions for making disclosures of contributions and expenditures at specified intervals; they may be reviewed at Government Code §§56700.1 and 81000 *et seq.* Additional information about the requirements pertaining to local initiative measures to be presented to the electorate can be obtained by calling the Fair Political Practices Commission at (916) 322-5660.

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

Contact LAFCO Staff LAFCO staff may be contacted at (707) 592-7528 or by mail at Lake LAFCO c/o John Benoit, Executive Officer P.O. Box 2694, Granite Bay, CA 95746 or by email at j.benoit4@icloud.com . Agenda packets are located on the Lake LAFCo Webpage at www.lakelafco.org

LAKE LOCAL FORMATION COMMISSION
MINUTES
January 15, 2020 Regular Meeting

Members Present

Bruno Sabatier, Chair, County Representative
Stacy Mattina, City Member
Ed Robey, Public Member
Stan Archacki, Special Districts
Jim Scholz, Special Districts
Victoria Brandon, Special District Alternate
Suzanne Lyons, Public Member Alternate
Moke Simon, Vice-Chair/County Member
Dirk Slooten, City Member

Staff Present

John Benoit, Executive Officer
P. Scott Browne, Legal Counsel
Kathleen Moran, Clerk

Absent: Kenneth Parlet, City Alternate, Tina Scott, County Alternate

Present: Susan Parker, Assistant County Administrative Officer, County of Lake.
Joanna Gin, B.B.K., representing the Callayomi County Water District.
Elizabeth Larson, Lake County News.
Margaret Silveria, City Manager, City of Lakeport.
Kevin Ingram, City of Lakeport.

1. Call to Order

Chairman Sabatier called meeting to order at 9:30 a.m. in the Council Chambers, City of Clearlake.

2. Approval of Minutes

Motion by Commissioner Mattina seconded by Commissioner Robey to approve the Minutes of the November 20, 2019 Regular Meeting. Motion carried.

3. Public Comment – None.

4. Consent Agenda

Motion by Commissioner Robey, seconded by Commissioner Simon to review and authorize payment of expenses for November and December 2019. Motion carried.

9:36 a.m. Commissioner Simon recused himself and vacated the chamber.

5. Middletown Rancheria Annexation of 109.38 acres more or less to the Callayomi County Water District.

Motion by Commissioner Slooten, seconded by Commissioner Robey to adopt Resolution No. #2020-0001, a Resolution Making Determinations and Approving the Annexation of 109.38 acres to the Callayomi County Water District – LAFCo File 2019-0005 and authorize the Chairman to sign. Resolution passed and adopted by the following vote:

AYES: Commissioners Scholz, Archacki, Slooten, Mattina, Robey and Sabatier.

NOES: None.

ABSTAIN: None.

9:45 a.m. Commissioner Simon returned to the meeting.

6. City of Lakeport South Lakeport Annexation

EO reviewed the Commission's letter to the city and the county dated December 4, 2019 regarding the city's request to annex 136.78 acres south of the city limits, adjacent to South Main Street and Soda Bay Road and east of State Route 29.

EO stated that both the city and the county retained consultants to analyze the fiscal effects of the annexation. EO recommended postponement of further consideration of the annexation for review of the city/county fiscal reports by an independent consultant. Upon review, the independent consultant would prepare a separate analysis. Upon completion of the analysis, the Commission would schedule a facilitated meeting with representatives of the city, county and LAFCo with an independent facilitator.

EO reported that the city responded in a December 17, 2019, letter stating the Council agrees to participate in good faith with the process outlined in the Commission's letter, and the county responded by email indicating that the Board of Supervisors unanimously voted to confirm the county's agreement to participate in good faith with the LAFCo process outlined in the letter.

EO stated that he contacted Mike Oliver, a highly recommended economic consultant with extensive experience in this area, as a possible resource for assistance with the independent fiscal review.

Mr. Browne stressed that the independent consultant must be able to work with those retained by the city and county. EO stated that if the consultants cannot reach a consensus the independent consultant will make their own recommendation. Mr. Browne noted that it will likely take at least 4 months to arrive at an agreement between the parties. Commissioner Simon stated that the plan is a reasonable way to move forward.

Mr. Ingram, spoke in approval of the concept, but expressed concern for the four to five month timeframe. He stated that the main source of the conflict is the tax agreement, but in addition to that there is a public health issue created by some of the small water systems.

Ms. Parker asked about cost responsibility. EO reported that the city will pay the independent economic consultant costs, LAFCo would pay the facilitator costs and the county would pay the hourly cost for their consultant to work with the independent consultant. Ms. Silveria made statement in agreement, noting that anything the city could do to move the issue forward they will do. She also expressed concern for the water system issue.

Discussion was held. It was the consensus of the Commission and city and county representatives to proceed with the process and recommendation as discussed and outlined in the Commission's letter.

Motion by Commissioner Robey, seconded by Commissioner Simon to authorize staff to proceed with an agreement for an independent financial consultant and an independent facilitator. Motion carried.

7. Designate the MAHA development in Southern Lake County as a Complex Project.

Motion by Commissioner Simon, seconded by Commissioner Robey to designate the MAHA development in Southern Lake County as a Complex Project as provided for in Section 2.1.2 and 2.2.2 of the Executive Officer's fifth amended agreement and Section II of the fourth amended agreement for Legal Services. Motion carried.

8. Authorize staff to attend the Calafco Annual Staff Workshop March 24-March 27, 2020 in Orange County, Ca.

Motion by Commissioner Slooten, seconded by Commissioner Scholz to authorize staff to attend the Calafco Annual Staff Workshop set for March 24-27, 2020 in Orange County. Motion carried.

9. LAFCo 101 Part II presentation by LAFCo staff

EO continued with a review of LAFCo laws governing the duties of LAFCo Commissions.

10. Policy, Standards and Procedures update (workshop #2) – This item was continued to future meeting due to time considerations.

11. Executive Officer's report.

- a. Upper Lake County Water District MSR and SOI – in process.
- b. Konocti County Water District MSR and SOI – in process.
- c. Cemetery District MSR and SOI is complete.
- d. Rancheria Annex to the Callayomi Co. Water District is complete.
- e. Redevelopment Oversight Committee Recruitment
- f. City Member Alternate rotation to the City of Clearlake
- g. 700 forms due April 1

12. LAFCo Counsel's Report – no new information.

13. Commissioner Reports – None.

14. Correspondence. None.

11:24 p.m. Meeting adjourned.

Next regular meeting: Wednesday March 18, 2020 in Lakeport.

By: _____ Kathleen Moran, Clerk

Lake Local Agency Formation Commission

4a

CLAIMS Jan and Feb 2020

Expenses for FY 2019-2020:

<u>Date of Claim</u>	<u>Description</u>	<u>Amount</u>
12.16.19-1.15.20	Browne Legal	\$ 1,837.00
Jan 15, 2020	Meeting Stipend	\$ 540.00
Feb 1, 2020	Staff Svcs Jan 2020	\$ 4,597.67
Feb 1, 2020	Complex Projects Jan 2020	\$ 725.00
1.16. 2020- 2.15.20	Browne Legal	\$ 1,837.00
Mar 1, 2020	General Staff Svcs Feb 2020	\$ 5,484.47
Mar 1, 2020	MSR and SOI	\$ 1,100.00
Jan 1, 2020	Complex Projects Feb 2020	\$ 600.00
Mar 1, 2020	RB and CLO 20-21 Prop Budget	\$ 108.98
TOTAL:		\$ 22,540.79

DATED: March 18, 2020
APPROVED: March 18, 2020

Bruno Sabatier, Chair or Moke Simon, Vice Chair
Lake Local Agency Formation Commission

Attest:

John Benoit
Executive Officer

Lake Local Agency Formation Commission

CLAIMS

Jan and Feb 2020

Expenses for FY 2019-2020:

<u>Date of Claim</u>	<u>Description</u>	<u>Amount</u>
2.16.19-3.15.20	Browne Legal	\$ 1,837.00
Apr 1, 2020	Staff Svcs March 2020	\$ 4,597.67
Apr 1, 2020	Complex Projects Jan 2020	\$ 2,303.90
TOTAL:		\$ 22,540.79

DATED: Apr 15, 2020

APPROVED: Apr 15, 2020

Bruno Sabatier, Chair or Moke Simon, Vice Chair
Lake Local Agency Formation Commission

Attest:

John Benoit
Executive Officer

**LAKE COUNTY LOCAL AGENCY FORMATION COMMISSION
CONSULTING SERVICES AGREEMENT**

Name of Consultant: Municipal Resource Group

Project Name: Review of South Lakeport Annexation

Completion Date: _____ 20__ , or [X] See Work/Progress Payment Schedule - Exhibit B

Total Contract Amount: \$ 23,425 - Not to Exceed

Delay Damages per Day of \$ _____ (*\$100 per day if no other amount provided*)

Payment Schedule: Monthly Billing Payment Upon Completion Other (*See Exhibit B*)

Special Contract Terms (if any):

Attach WORK PROGRAM as Exhibit "A", WORK/PROGRESS PAYMENT SCHEDULE as Exhibit B, PERSONNEL, CHARGE OUT RATES AND SUBCONTRACTS as Exhibit "C".

NOTE: The attached standard terms and conditions are a part of this agreement. Read them carefully before signing. They include a per day charge for any unapproved delays in completion of the work at \$100 dollars per day or such other amount as provided above.

Dated: 2/16/20

CONSULTANT:
Mike Oliver
Mike Oliver, President Authorized Officer

Address: 675 Hartz Ave, Suite 300
Danville, CA 94526

Phone Number: 1-510-915-4376

Email Address: molyer@municipalresourcegroup.com

Dated: 2/18/2020

Lake County Local Agency Formation Commission
Email: j.benoit4@icloud.com

by Bruno Sabatier
[Signature], LAFCo Chair

STANDARD TERMS AND CONDITIONS

THIS AGREEMENT made and entered into by and between the Lake County Local Agency Formation Commission, a political subdivision of the State of California (hereinafter referred to as "LAFCo") and the consultant named on the frontsheet to this agreement (hereinafter referred to as "Consultant") to provide consulting services with regard to the project described on the frontsheet.

WITNESSETH:

WHEREAS, LAFCo has determined that it is necessary to obtain qualified consultant to provide professional services to LAFCo; and

WHEREAS, Consultant has represented to LAFCo that they are experienced and competent to perform the consulting services required hereunder and have the necessary Commission and resources to do so in a timely manner; and

WHEREAS, it is the intent of the parties hereto that said tasks shall be completed in conformity with all applicable federal, state and local laws, so as to provide an appropriate and enforceable basis for LAFCo action on the project.

NOW, THEREFORE, LAFCo and Consultant mutually agree as follows:

1. Work Program.

The services to be provided by Consultant shall be as set forth in the Work Program attached as Exhibit "A" to this agreement. Exhibit "B" shall set forth a schedule of stages for completion of documents, though the final completion date.

2. Meetings to Be Attended.

a) Consultant shall be obligated to meet with LAFCo Commission, other agencies, or department resource persons, and the Commission, or Commission subcommittees as necessary to complete the documents under this agreement. The contract price set forth in Front Sheet to this agreement includes attendance at meetings in Fairfield reasonably required to complete and obtain LAFCo approval of the report or work, unless otherwise expressly noted in the Scope of Work. If there is a maximum number of meetings of a particular type set forth in Exhibit "A", any additional meetings of that type shall be considered extra work and compensated on an hourly basis as provided in Paragraph 7 below.

b) LAFCo shall be responsible for scheduling and providing all public notices for all public meetings. Consultant shall be ready, willing, and able to answer questions concerning the completeness of the plans and programs and the methods used to develop the information for the plans and programs.

c) Consultant agrees that it will meet with LAFCo Commission when requested at reasonable times and upon reasonable notice. Consultant shall be prepared to submit all material completed to date at each such meeting. The meetings shall be conducted in order to establish a close working relationship between LAFCo Staff, Commission and Consultant in order for Consultant to stay continually apprised of the direction LAFCo desires to take with the documents.

3. Copies of Documents.

Consultant shall provide to LAFCo one original of each administrative draft or report and LAFCo shall make further copies as needed for the Commission and public.

4. Responsibilities of LAFCo Commission.

a) LAFCo shall review and approve all administrative draft reports submitted by the Consultant. LAFCo shall notify the Consultant, in writing, of ambiguities, discrepancies, deficiencies, omissions, or errors which its review indicates are contained in such data or documents. Once the Consultant has responded to LAFCo comments, LAFCo shall review the Consultant response. If LAFCo determines the response to be adequate, it shall approve the response. If LAFCo determines the response inadequate, the response shall be returned to the Consultant for further revision.

b) LAFCo Executive Officer and LAFCo Counsel shall be the persons authorized to provide all direction, input, acceptances or instructions on behalf of LAFCo unless such authority is otherwise expressly assigned to another individual. Notwithstanding the foregoing or any other provisions of this contract, no amendments affecting the compensation to be paid to Consultant under this agreement shall be effective unless and until put in writing and signed by LAFCo Executive Officer, or if over the contract amount in aggregate exceeds \$10,000, until approved by LAFCo Commission.

5. Consultant Response to Commission Review and Approval.

Consultant shall revise or rewrite all administrative draft reports to correct all discrepancies, deficiencies, omissions, errors, or ambiguities, to the satisfaction of LAFCo. The Consultant shall perform all additional work reasonably deemed necessary by LAFCo to correct all errors, omissions, discrepancies, deficiencies, or ambiguities without additional compensation if such errors, omissions, discrepancies, deficiencies or ambiguities are the result of Consultant's work. Consultant shall give immediate attention to these changes so there will be a minimum of delay to LAFCo.

COMPENSATION

6. Fixed Contract Amount.

a) LAFCo agrees to pay the Consultant for performance of professional services as described herein the total amount not to exceed the amount set forth on the frontsheet hereto. Consultant shall attach a breakdown of costs, and hourly charge-out rates in Exhibit C hereto.

b) Consultant understands and agrees that Consultant is obligated to complete all work within the reasonable scope of the work program but LAFCo is not responsible for any costs incurred in excess of the amount budgeted as the overall maximum contract amount, unless the parties have agreed to extra work as provided in Paragraph 7 below, or to a change in the contract as provided in Paragraph 13, below.

7. Extra Work.

a) In the event that extra work is required, and if LAFCo agrees to authorize and pay for such extra work, the Consultant will perform such work in at the charge out rates set forth in Exhibit "C" hereto, plus reimbursement for expenses reasonably incurred, or such fixed amount as the parties may agree. LAFCo shall only be responsible for payment for such extra work after it has been authorized by a duly executed amendment to the contract as provided in Paragraph 7, below.

b) As used herein, "Extra Work" shall mean all work undertaken by Consultant which is beyond the reasonable scope of the Work Program. The parties recognize that the development of reports as called for herein is frequently an interactive process that could result in multiple commission meetings and revisions. Because of the fixed price nature of this contract, this contract may provide limits on Consultant's obligations in terms of meetings and sets of revisions. If so, any additional revisions or meetings beyond such limits shall be considered extra work and billed accordingly. However, if no specific limits are placed in the Work Program (Exhibit A) then no such limits are applicable.

8. Responsible Employees.

Exhibit C contains a list of the employees Consultant intends to use in performance of this contract. Consultant shall not substitute other employees on the contract without LAFCo's prior consent.

9. Payment of Services.

a) To obtain payment, Consultant shall submit an invoice to LAFCo and any other documentation or claim form that LAFCo Executive Officer may require. The invoice and/or claim form shall be submitted to LAFCo Executive Officer who shall review it, and if satisfactory, submit it to LAFCo Commission for payment.

b) Payment for services under this contract shall be due within forty-five (45) calendar days after receipt by LAFCo of the invoice or claim form.

CONTRACT PERFORMANCE TIME

10. Work to Be Done Within Schedule.

All of the work (or phases of the work) required by this Contract shall be completed in a timely manner and ready for acceptance by the times and dates specified in the schedule set out in the Work Schedule (Exhibit B), and final completion date set out in the frontsheet to this agreement.

11. Extensions of Time.

LAFCo Executive Officer is authorized to extend the time for performance of any task or item called for in the work program for good reason. Unless an extension of time to perform is approved by LAFCo, Consultant shall complete the work within the time called for in the contract.

12. Delay Damages.

Should Consultant fail to complete the work within the scheduled time, or any approved extension thereof, Consultant agrees to pay liquidated damages for the cost of delay of \$100.00 per day or such other amount as agreed to on the Frontsheet for each day after the project should have been completed to the date completed, in addition to any other damages that may be due. THE PARTIES AGREE THAT CALCULATION OF THE DAMAGE WOULD BE DIFFICULT OR IMPRACTICAL AND THAT SAID AMOUNT IS A FAIR AND REASONABLE ESTIMATE UNDER THE CIRCUMSTANCES. SUCH DAMAGES ARE LIQUIDATED DAMAGES PURSUANT TO SECTIONS 1671, 1676, AND 1677 OF THE CALIFORNIA CIVIL CODE, AND SHALL NOT BE DEEMED TO CONSTITUTE A FORFEITURE OR PENALTY WITH THE MEANING OF SECTION 3275 OR 3369 OF THE CALIFORNIA CIVIL CODE OR ANY SIMILAR PROVISION.

CHANGES TO AGREEMENT

13. Change Orders.

LAFCo may, from time to time, request changes in the scope of services to be provided by Consultant under this agreement. Such changes, including any increase or decrease in the amount of Consultant's compensation, in order to be effective, shall be mutually agreed upon by and between LAFCo and Consultant and shall be incorporated by written amendments to this agreement or the Exhibits attached hereto. Said amendments shall only become effective when fully signed by duly authorized officers of both respective parties. Any such work shall be compensated in accordance with the attached charge-out rates for extra work unless otherwise agreed.

WARRANTIES

14. TECHNICALLY ADEQUATE STUDIES.

The Consultant warrants that services provided by the Consultant under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in California under similar conditions. Consultant further warrants that all of its work will comply with the all applicable laws of the state of California, and environmental-related statutes, laws, regulations, guidelines, and applicable case law at the time that the work product is delivered to and accepted by LAFCo Executive Officer.

15. Consultant to LAFCo.

It is understood that the studies prepared under this contract are to be prepared in and with cooperation from LAFCo and its Commission, and that Consultant's responsibility will be to LAFCo. Consultant shall act as Consultant only to LAFCo and shall not act as Consultant to any other individual or entity affected by these plans and programs in any manner that would conflict with Consultant's responsibilities to LAFCo during the term of this contract without the express written consent of LAFCo.

16. Assignment, Delegation & Subcontractors.

Consultant acknowledges that LAFCo's selection of Consultant for the performance of the work of this agreement is based upon the personal qualifications of Consultant's professional employees. There shall be no subcontracting or assignment without the consent of LAFCo, unless such subcontracting is part of the approved Work Program.

17. Nondiscrimination.

There shall be no discrimination against any employee who is employed in the work covered by this agreement, or against any applicant for such employment because of race, religion, color, sex, age, marital status, disability or national origin. This provision 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, and selection for training, including apprenticeship.

18. Interest of Consultant.

Consultant covenants that neither Consultant nor the subcontractors identified herein presently have any personal or financial interest and shall not acquire an interest in any manner or degree which would conflict with the performance of her or his services hereunder. Consultant further covenants that in the performance of this agreement no person having any such interest shall be employed or subcontracted with to perform any services required hereunder.

RISK MANAGEMENT

19. Consultant and Subcontractors -Independent Contractors.

Consultant and those persons or entities providing services hereunder are independent contractors. As such, each shall be responsible for performing the work under this agreement in a safe, skillful, professional and workmanlike manner and shall be liable for her/his own negligence and the negligent acts of her/his employees. LAFCo shall have no right of control over the manner in which the work is to be done and shall, therefore, not be charged with the responsibility of preventing risk to Consultant or her/his employees.

20. Consultant to Provide Insurance.

a) **Insurance Coverages:** Consultant shall maintain, at Consultant's own expense during the term hereof, insurance with respect to Consultant's business, the premises and all activities or services in the performance of this agreement, of the types and in the minimum amounts described generally as follow

i) **Full Worker's Compensation and Employers Liability Insurance** covering all employees of Consultant as required by law in the State of California. The Consultant acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code and it certifies that it will comply with such provisions before commencing the performance of the work of this Contract. A copy of the certificates evidencing such insurance shall be provided to LAFCo prior to commencement of work.

ii) **Comprehensive Public Liability Insurance or Comprehensive Liability Insurance (Bodily Injury and Property Damage)** of \$1,000,000.00 combined single limit per occurrence.

iii) **Comprehensive Automobile Liability Insurance (Bodily Injury and Property Damages)** on owned, leased and non-owned vehicles used in connection with Consultant's business of \$500,000.00 combined single limit per occurrence.

iv) **Throughout the duration of the project, Consultant shall carry professional liability insurance in a standard form, including errors and omission coverage, with a company admitted to do insurance business in the State of California and approved by LAFCo.**

b) **Proof of Insurance Requirements:** Consultant shall furnish proof of coverage satisfactory to LAFCo as evidence that the insurance required above is being maintained.

c) **Policy Deductibles:** Consultant shall be responsible for all deductibles in all of the insurance policies required hereunder. The amount of deductibles for an

insurance coverage required herein shall be reasonable and subject to LAFCo's approval.

d) **Consultant's Insurance As Primary:** The Consultant's insurance coverage shall be primary as respects LAFCo, its officials, employees and volunteers. Any insurance or self-insurance maintained by LAFCo, its officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

e) **Waiver of Subrogation:** Consultant's worker's comp insurer shall agree to waive all rights of subrogation against LAFCo, its officers, officials and volunteers for losses arising from work performed by Consultant for LAFCo.

f) **Material Breach:** It is further agreed that failure of Consultant to maintain the insurance required by this paragraph or to comply with any of the requirements of this section shall constitute a material breach of the entire agreement.

g) **Waiver of Requirements:** LAFCo Executive Officer may waive the general liability and professional liability requirements of this contract where the risk is determined to be low, and the burden on the Consultant to obtain such insurance would be disproportionate to the magnitude of the contract. Any such waiver must be in writing, signed by LAFCo Executive Officer to be effective.

21. Indemnity.

Consultant agrees to indemnify and hold LAFCo harmless from all claims, losses, expenses, fees including attorney fees, costs and judgments that may be asserted against LAFCo that result from acts or omissions of Consultant, Consultant's employees and Consultant's agents.

TERMINATION

22. Termination by LAFCo.

The parties agree that LAFCo shall have an absolute right, in its sole discretion and for any reason, to terminate this contract, with or without cause. Any such termination shall be effective immediately upon receipt by Consultant of a written notice from LAFCo of its election to terminate, or on the third day after the mailing of such written notice to Consultant at the address specified herein, whichever earlier occurs.

23. Termination by Consultant.

Consultant acknowledges and agrees that due to the nature of the work encompassed by this contract, the damage and loss to LAFCo if Consultant does not complete the work required by this contract, and LAFCo's reliance on Consultant and the professionals that it has employed and assembled to perform all work, Consultant shall not be allowed to terminate this contract without the express written consent of LAFCo; provided, however, if LAFCo

shall, without good cause, have failed to pay Consultant for a period of 60 days from the date any such payment was due, and any such payment is not tendered within 5 days of a written demand and Notice of Termination, then and only then may Consultant terminate this contract.

24. Termination Procedures.

a) Should this Agreement be terminated, all materials produced to the date of termination shall be delivered upon final payment to Consultant. Materials delivered shall include, and not be limited, field data, record data, reports, partially completed reports, partially completed plans, specifications and estimates, and all relevant documentation.

b) In the event of termination, LAFCo shall pay Consultant for all services which were properly rendered to date of termination, based on percentage of completion. If the parties disagree on the percentage of completion it shall be arbitrated as provided in Paragraph 28 below.

GENERAL PROVISIONS

25. Authorization of Signatories.

The parties hereto represent that the undersigned individuals executing this agreement on behalf of their respective parties are fully authorized to do so by law or other appropriate instrument and to bind said parties by the obligations set forth herein.

26. Ownership of Data Developed for Contract.

All information, data, maps, charts, tables, photographs, and photo-ready materials prepared by the Consultant for the completion of tasks as provided for in this contract shall be the property of LAFCo and shall be delivered by the Consultant to LAFCo upon completion of all tasks and final payment. Consultant, by signing this contract, disclaims any copyright in the information published in the execution of the contract.

27. Books of Account.

The Consultant agrees to keep proper books of record and account in which complete and correct entries will be made of payroll costs, travel, subsistence and field expenses. Said books will be available at all times for reasonable examination by LAFCo and for a period not to exceed three years after termination of the Contract.

28. Arbitration Procedure.

a) Any controversy between the parties involving the construction, application or performance of any of the terms, provisions, or conditions of this agreement shall, on the written request of either party served on the other, be submitted to mediation before a mediator acceptable to all parties. The mediation shall occur within 45 days

of the initial request, unless extended by agreement of the parties. Should any party commence arbitration or court action based on a dispute or claim to which this Section applies, without first attempting to resolve the matter through mediation, then that party shall not be entitled to recover attorney=s fees, even if they would otherwise be available to that party in any such action or arbitration. If the mediation is unsuccessful, either party may, within 5 days thereafter, serve a written request on the other demanding that the matter be submitted to binding arbitration.

b) Exceptions to Mediation/Arbitration. Neither mediation, nor arbitration is required under the following limited circumstances:

i) If the matter is justiciable in small claims court, than the dispute shall be resolved through that court.

ii) If the controversy to be arbitrated also involves third parties who are not willing to submit the matter to arbitration, and multiple proceedings would result from enforcement of this arbitration clause, then the dispute shall be resolved through the courts without referral to arbitration.

iii) If it is alleged that irreparable harm would occur prior to the completion of the arbitration, a party may immediately apply for injunctive relief to prevent the irreparable harm, but the matter shall be stayed and submitted to mediation/arbitration after the Court has acted on the issue of injunctive relief.

c) Except as provided herein, Arbitration shall comply with and be governed by the provisions of the California Arbitration Act, Section 1280 et.seq. of the California Code of Civil Procedure.

d) Upon receipt of a notice of intent to arbitrate, the parties shall mutually agree on an arbitrator. If they are unable to agree on a single arbitrator, each party shall appoint an arbitrator and the two arbitrators shall select a third impartial arbitrator. The appointment of all arbitrators should be completed within 21 days of receipt of notice, and the matter set for hearing within 45 days thereafter. The decision of a majority of the arbitrators, after close of the hearing, shall be final and conclusive upon the parties.

e) The parties agree to do all acts necessary to expedite the arbitration proceedings such that the matter can be arbitrated within 90 days of service of the notice of intent to arbitrate.

f) Upon a showing of good cause and the approval of the arbitrator, either party may obtain discovery necessary for the proof of their case. Provided that the arbitrator shall supervise the discovery process to insure that it is carried out in an expeditious manner and that it is not permitted to be unduly burdensome or delay the hearing.

g) Up to the time of award, the cost of arbitration shall be split by the parties. In the event a party fails to pay their share in a timely fashion, the Arbitrator shall treat the omission as a default and enter judgment in favor of the other party. The Arbitrator(s) may award the prevailing party reimbursement for any fees and expenses incurred, including arbitration costs paid, or allocate the attorneys fees and expenses between the parties in such proportions as the arbitrator decides is just and reasonable.

h) The Arbitrator shall make his or her decision in writing, In making his or her decision, the arbitrator shall follow California Law and shall have authority to impose any appropriate remedy permitted under California Law. Either party may seek clarification or reconsideration of the award within 10 days of issuance.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL.

BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION.

Initial: _____

WAO

29. Compliance with Applicable Laws.

The Consultant shall comply with any and all federal, state and local law affecting the services covered by this Contract.

30. Entire Agreement.

This instrument, including the information on the frontsheet, contains the entire agreement between the parties. Any oral representations or modifications concerning this instrument shall be of no force and effect unless put in writing and signed by the party to be charged. The information and special provisions contained in the frontsheet shall supersede any conflicting provisions of the standard terms and conditions.

EXHIBIT "A"
WORK PROGRAM

The Work Program should include:

1. *Detailed description of scope of work*

MRG WORK PROGRAM

The Lake County LAFCo has requested MRG's assistance in this matter including defining the areas that remain unresolved between the two parties and making recommendations for their resolution. MRG is proposing the following actions to complete this project:

Task 1—Document Review and Project Initiation Call

MRG will review all the pertinent documents associated with the annexation application including:

- The annexation application and related studies, fiscal analyses and exhibits.
- The BAE peer review document associated with the annexation application, fiscal analysis and related materials.
- The correspondence between Lake LAFCO and the City and the County.
- The correspondence from the County and City to the Lake LAFCO.
- Related responses and exchanges between Bay Area Economics and Applied Development Economics regarding their studies.

- The County's response to the Annexation Application.
- Other related items.

Following the data and correspondence review, MRG will conduct a conference call with LAFCo staff to ensure all relevant materials have been reviewed and any recent activity is included in the review. MRG will develop a set of issue areas to be reviewed with LAFCo staff and subsequently with the involved parties.

Task 2—Review of the Identified Issue Areas and Observations with the Involved Parties

MRG will develop an Issue Area Summary for review with the involved agencies and seek further clarification on the issues and potential areas of agreement between the two parties.

MRG will meet with:

- LAFCo Staff
- City Staff
- County Staff and

MRG will conduct calls with:

- Bay Area Economics and
- Applied Development Economics

Task 3—Prepare Draft and Final Report

MRG will prepare a draft summary document which includes summaries of the applicable issues, meetings with the involved parties and include recommendations for consideration by the LAFCo Board. MRG will provide the document to and solicit input from:

- LAFCo staff
- City Staff
- County Staff

Based on the input from the City, County and LAFCo staff, MRG will prepare a final report. This task may include an additional day of meetings with LAFCo, City and/or County staff to review the draft report.

Task 4—Present Final Report to LAFCo Board

MRG will prepare a PowerPoint presentation and present to the LAFCO Board at a regular meeting.

The final work product is an analysis that provides impartial estimates of City and County costs to provide services to the Annexation area as well as revenue from property tax and sales tax expected. These estimates will be based on a review of the data and analyses prepared by Applied Development Economics and BAE Urban Economics. The work product will also include recommended terms for inclusion in a tax sharing agreement that ensure the County retains sufficient revenue to cover costs of the services it provides, consistent with the LAFCo revenue neutrality policy.

2. *Number of meetings and hearings covered by contract if any limit is proposed*

SEE SCOPE OF WORK

3. *List of any subcontractors proposed for the work*

NO SUBCONTRACTORS ANTICIPATED

Municipal Resource Group (MRG) has assembled a qualified team specifically chosen for their experience and expertise in the areas of concern to the Lake LAFCo. Our team includes two MRG professionals: Mike Oliver and Dana Shigley.

EXHIBIT "B"

WORK AND PROGRESS PAYMENT SCHEDULE

Insert a schedule for completion of major segments of the project such as administrative draft report, public draft and final draft. Also include any progress payments schedule.

COMPLETION SCHEDULE

MRG Anticipates completing this project according to the following schedule. Note that this schedule is tentative and subject to change. The schedule may be impacted by the availability of LAFCo, City and County staff members for anticipated meetings, as well as provide additional information needed for our review.

February 24 to March 6	Document Review; Initial Call with LAFCo staff.
March 9 - 20	Develop Issue Area Summary; Distribute to LAFCo; LAFCo Review.
March 23 - 27	Distribute Issue Area Summary to City and County for review.
March 30 to April 10	Meet with LAFCo, City, County; Confer with Fiscal Consultants
April 13 - 24	Prepare Draft Report
April 27 to May 8	LAFCo, City and County Review Draft Report
May 11 - 22	Revise Draft Report; Prepare Final Report; Transmit to LAFCo
TBD	Presentation to LAFCo Board

EXHIBIT C

PERSONNEL, CHARGE OUT RATES AND SUBCONTRACTS

Insert information regarding personnel to be assigned and hourly charge out rates here, including:

COST ESTIMATE

Task 1—Document Review and Project Initiation Call	Cost: \$6,100.00
Task 2—Review of the Identified Issue Areas and Observations with the Involved Parties	Cost: \$7,025.00
Task 3—Prepare Draft and Final Report	Cost: \$6,600.00
Task 4—Present Final Report to LAFCO Board	Cost: \$2,700.00

The cost estimate for this project is on a not to exceed basis and has been developed conservatively to ensure MRG has adequate time to complete the identified tasks. LAFCo will only be billed for actual time spent on the project, which may be less than the amount shown.

Consulting Costs, Not to Exceed:	\$ 22,425.00
Estimated Travel Reimbursement & Clerical support:	<u>\$ 1,000.00</u>
Estimated Total Cost:	\$ 23,425.00

Hourly Rates:

Mike Oliver \$250.00/ hour
Dana Shigley \$200.00/hour

Mileage Reimbursement: \$.575 per mile

LAKE LOCAL AGENCY FORMATION COMMISSION

ITEM 5

MEMORANDUM

March 18, 2020

TO: Local Agency Formation Commission
FROM: John Benoit, Executive Officer
RE: Proposed Budget for FY 2020-2021

Work Program for 2020-2021

Direct Projects – Projected

1. Small and medium reorganizations - For the 2020-2021 fiscal year staff anticipates two or three small and medium reorganizations (i.e., annexations and detachments involving districts). For example changes to the boundaries of the Konocti Co. W.D., Upper Lake Water District and the Clear Lake Oaks County Water District. Costs include working with agencies and (or) individuals prior to application submittal, legal counsel, staff time, public inquiries, public hearing requirements including noticing (300 ft from site –voters and landowners), preparation of notices, staff reports and resolutions, LAFCO protest requirements (public noticing), incidental travel, office supplies (copying), webpage posting, seeking comment from county departments (assessor, clerk and auditor), and general accounting.

Significant Municipal Annexations – A significant city proposal will continue in 2020-2021. The LAFCo is continuing to work on an annexation of the South Lakeport Area.

Likewise, the MAHA development EIR is being processed and the application for changes of organization and formation applications are likely to occur during FY 2020-2021.

Costs include working with agencies prior to application submittal, legal counsel, staff time, public inquiries, public hearing requirements including noticing (300 ft from site –voters and landowners), preparation of notices, staff reports and resolutions, LAFCO protest requirements (public noticing), incidental travel, office supplies (copying), webpage posting, seeking comment from county departments (assessor, clerk and auditor), and general accounting).

2. District Consolidations – Staff has heard of no district consolidations at this time although with the passage of additional requirements stated in SB 244 and other legislation consolidations could occur. Consolidations could occur upon completion of the Cemetery District service review.
3. Dissolution of Districts – At this time LAFCo has had no further inquiries about the dissolution of Special Districts with the exception of changes necessitated by SB - 244.

Administrative Projects and Operational Provisions

Ongoing administrative activities include:

Budget Development and Control

Budget development and control is currently handled by the Executive Officer. During the year, day-to-day administrative tasks (e.g., invoicing, and bill paying) are provided by the Executive Officer. Work with City and County offices on these issues.

Preparation of the budget and budget justification documents and resolutions are included in these activities. Legal advice when needed is required regarding expenditure requests. The preparation of claim forms for both the Commission and the County Auditor's office is included to ensure proper control. Public inquires regarding expenditures and expenditure priorities are handled by the Executive Officer. Incidental office supplies and communication resources are needed to perform this function.

Special administrative projects such as coordinating agreements i.e. agreements for the provision of insurance or responding to a Commission directive or minute order and Proposal Requests. Insurance is estimated to be about the same next year since LAFCO has had no claims.

Communications

This budget includes conducting annual organizational LAFCO workshops. This should occur at a separate meeting with the Commission and staff and should be part of the Commissions annual work program.

LAFCO needs to continue communication efforts with the County, Cities and Districts. The budget includes a session with these entities as well as an appearance various meetings. One of the legislative intents of LAFCO is to serve as neutral party or "legislature's watchdog" with regards to organizational issues. The budget for these activities includes preparation and meeting with staff and boards and incidental office supplies, legal advice, travel and communication.

Conduct project-oriented workshops, as appropriate. This activity may occur this year for the Community of Lakeport where a major project may be occurring. Other workshops regarding the role of LAFCO may be required.

Work with potential applicants seeking reorganization. This activity requires research and meeting with project proponents to determine approaches to solving service issues. This activity is time consuming. Costs include legal, staff time, incidental travel, office supplies and communication resources. An example is to discuss LAFCO with the grand jury to assist them in their role and taking correct action.

Responding to public inquires. Public inquires regarding service issues are common involving a member of the public who is in need of a service or has a question about a service. This activity includes legal, staff time and communication resources. The LAFCO webpage provides an outlet for LAFCO information. Responding to the public is necessary for informing individuals of LAFCO requirements to facilitate the process. There is no one else who will provide the public with correct and unbiased information about LAFCO. This may cause substantial cost savings for the public by having correct information to make business decisions.

Brown Act, Public Records Act and Political Reform Act compliance. Staff and legal time is required to comply with these laws. Including noticing, Form 700's, public records disclosure,

citizen's inquires, general compliance and written responses to records request. These are an ever increasing amount of state laws and must be followed.

Grand Jury. LAFCo staff has recently met with the Grand Jury, which involved information requests and conversations with member. This activity is anticipated to continuously occur.

Calafco Dues. The Calafco Executive Membership voted for a rate increase this year for members. Calafco dues will be increased from \$1,077.00 to \$1,901.00.

Environmental Reviews: CEQA is required for all LAFCO discretionary projects. Applicants pay direct project costs; Spheres of Influence are LAFCO's responsibility. LAFCO will be a lead agency in this respect. LAFCO is also required and should want to comment on Environmental Reviews from various agencies. These costs include legal, communication, advertising, staff time. It is estimated the cost of this activity will be significant including required fees to pay Fish and Wildlife. This item is necessary to promote better customer service and comply with the CEQA law and CKH act with regard to the role of a responsible agency. Development requiring reorganization will take much longer if LAFCO is not involved in this process as well as cost project applicants significantly more amounts of money. LAFCo Staff has commented on several CEQA reviews this year.

Public Education

Utilize media and speaking opportunities and submit articles about LAFCO to journals and newspapers. This activity is fairly minimal. However, there is a cost of staff time and office supplies to perform this function.

Submit press releases on substantive actions; encourage agencies to request regular LAFCO meeting agendas and update agencies on LAFCO Commission membership.

These activities are important to inform the public and agencies about LAFCO. Numerous inquiries come from citizens needing one service or another. These activities promote better customer service for all agencies by informing the public about what is going on with regards to LAFCO.

Resource Development

Monitor new and proposed relevant legislation. Although LAFCO relies on CALAFCO for this activity, it is important that new legislation reflects our needs. This activity involves communication, staff time, and legal time. Legislation of importance to Lake LAFCO impacts budget process and permit processes.

Special Reports and Projects for the Commission

The CKH act and the Commission's bylaws allow the Commission to undertake special projects. Special projects may include being involved in a General Plan update, assisting in the development agriculture conservation policies, being involved in water planning throughout the County, serving as a neutral party with regards to service issues, assisting the public and agencies with LAFCO applications and processes, developing annexation strategies for cities or districts and (or) any other proactive activity of benefit to the citizens and agencies as deemed necessary by the Commission.

Commissioner Development – CALAFCO Conference

This budget will provide for a portion of the Executive Officer's attendance at Calafco activities to represent Lake LAFCO as well as for 4 Commissioners to attend the Calafco conference in Monterey, California on October 21-2. If the Commission wishes to send more than 4 Commissioners to the CALAFCo conference, this amount needs to be increased.

Estimated costs for each Commissioner to attend the Calafco Annual Conference (October 21-23, 2020) in Monterey is approximately \$1,500 per person including transportation, lodging for 3 nights (\$600 + taxes and fees) and conference registration (\$520) and mileage from Lakeport to Monterey (470 miles RT \$270.00) plus misc. costs \$100.00.

Municipal Service Reviews and Sphere of Influence Updates

Cortese-Knox-Hertzberg (§ 56430)

LAFCO must update all spheres of influence every 5 years, as necessary and must prepare a review of each municipal service before or in conjunction with a sphere of influence update.

The purpose of a MSR is to support preparation and update of Spheres of Influence, in accordance with the provisions of the Cortese-Knox-Hertzberg Act. The objective of a Municipal Service Review (MSR) is to develop recommendations that will promote more efficient and higher quality service patterns; identify areas for service improvement; and assess the adequacy of service provision as it relates to determination of appropriate sphere boundaries based on a specific growth period and a realistic growth rate adopted for that period.

For a MSR to be of value, the Commission needs to review services comprehensively, on a service-by-service basis within logical sub-regions, given consistent and specific target growth periods and a realistic estimate of growth adopted for that period.

Reviews are largely based on information provided to LAFCO by the districts and (or) city or county. A new procedure to be used is for staff to meet twice with district Board of Directors during the data discovery phase and to review a draft prior to the MSR going to the LAFCO Commission.

A service review is required prior to preparing a Sphere of Influence Update. The Sphere of Influence is LAFCO's planning document for the ultimate service boundary for a service provider. Prior to adopting a Sphere of Influence Map and Sphere Policies, the Commission must make determinations based on supporting evidence with regard to the following:

- a. "The present and planned land uses in the area.
- b. The location and characteristics of any disadvantaged unincorporated communities within or contiguous to the sphere of influence (for fire, domestic water and wastewater districts).
- c. The present and probable need for public facilities and services in the area.
- d. The present capacity of public facilities and adequacy of public services, which the agency provides or is, authorized to provide.
- e. The existence of any social or economic communities of interest in the area if the commission determines that they are relevant to the agency."

In the past the cost figures assumed performing these studies were prepared by the Executive Officer. The Executive Officer oversees the process. This component costs include legal costs, copying, mileage, postage, meetings and incidental administrative costs related to a project.

For the 2020-2021 budget year, I suggest the following work schedule to either complete or initiate the following:

1. **Continue with the Service Review and SOI update for the Konocti Co. Water District and the Upper Lake County Water District**
2. **Continue with the Cemetery Districts MSR and SOI.**
3. **Process Applications and special projects.**

The total cost of many of the above projects and activities may exceed the actual budget amount to be requested especially in light of increasing expectations regarding MSR Content. It is unlikely the above activities will be funded by private parties. The Commission may wish to circulate Requests for Proposals for various service reviews and Sphere of Influence updates, for example, the Konocti Co. Water District. Most likely, the cost would increase significantly. The costs of a MSR are directly related to the content expectations of the Commission.

Budget Justification Report

Since the passage of AB-2838 in 2000, LAFCO has become independent from the County. Operational costs of LAFCO were entirely paid by the County including staff time, legal services, miscellaneous office expenses, and insurance. The Legislature took the recommendation of the Commission on Local Governance for the 21st century and concluded that LAFCO costs were to be paid by both the City and County and LAFCO's were to become independent. Many costs are more apparent since LAFCO's costs are separated from a larger agency.

The overall goal of this budget is to conduct LAFCO business publicly in a proactive independent manner involving the Community to meet the overall requirements of the Cortese-Knox-Hertzberg Act given the financial resources LAFCo has.

SUMMARY OF PROPOSED EXPENSES:

Commissioner Stipends A Commissioner Stipend includes time for the meeting and mileage and related expenses. The monthly stipend is \$60.00 per Commissioner and Alternate in attendance. Staff estimates there will be 8 meetings in 2020-2021 and a budget is needed for 11 commissioners at \$60.00 each per meeting. Assuming the Commission will have 8 meetings this upcoming year, this budget is recommended to be \$5,280.00. In the event project activity requires additional meetings, any additional cost can be attributed directly to a specific project.

Office Supplies This category includes supplies needed by commissioners and the LAFCO Clerk for meetings. Most of these supplies are included in the Office Stipend for staff. This item is for the LAFCo Clerk to have adequate supplies for her duties. This budget remains the same as last year at \$250.00.

Memberships It is important LAFCO remain in its statewide professional organization as does the County and the Cities and participate in LAFCO issues of common concern for the benefit of

Lake LAFCO and its agencies. Dues for CALAFCO for rural LAFCO's this year (2020-2021) will \$1,901.00.

Books and Periodicals I am recommending \$200 for this budget. This budget is in place in the event the Commission would be required to purchase LAFCo Law books or any other periodical necessary for LAFCo's operation.

Legal Services I am recommending this budget the same as last year at \$18,633.00 for this item, which assumes LAFCO will meet 8 times during the next fiscal year. Since LAFCO has become independent, separate LAFCO Counsel is necessary to represent LAFCO's interest as a neutral party. This cost is fixed rate for normal legal services. This cost is based on an average rate of \$1,837.00 per month for the months LAFCO meet and \$525 for the months LAFCO does not. LAFCO Counsel is needed to provide legal direction at meetings of the Commission and to protect LAFCO's interests where required. Project related legal costs would be billed to the project proponent through LAFCO's fee structure. Other LAFCO's have Counsel in attendance at their meetings. Based on my experience with the exception of workshops, it is important to have Counsel attend LAFCO meetings. I recommend this continue to be the practice in Lake LAFCO. In the event of Litigation, additional appropriations will become necessary.

Clerk Services I am recommending \$4,000 for clerk services assuming up to 8 meetings will occur in the next fiscal year. A LAFCO Clerk is necessary to record meetings to produce an accurate record and provide other miscellaneous duties. In the event project activity requires additional work, additional cost would be attributed directly to a specific project.

Office Expenses: This category includes ongoing communication, Internet, copies and reproductions, computers, software, toner, and maintenance of equipment, mileage for LAFCO related business, phone and fax, postage, paper and misc. office supplies and insurance costs. An additional Supplies budget is in place for miscellaneous supplies needed by the Clerk. The amount is proposed to remain the same at \$7,000. Copy and postage costs continue to rise.

Executive Officer - Staff Services This item funds ongoing LAFCO general administrative, pre-project planning with districts/cities/county, Brown and Public Record's Act compliance, CKH Act compliance and updates, public outreach, responding to Grand Jury complaints and inquiries, letters from the public, and inquires from the county/cities/special districts/state, working on the MSR's and SOL's and financial and accounting duties, as required, commenting on land use plans and specific projects and processing LAFCO applications and inquiries and representing Lake LAFCO at CALAFCO events. This would provide a continuing maintenance of effort and presence of LAFCO in Lake County. It is anticipated that if additional appropriation were required in this category, it would be funded through an application or funded through a special project if revenue estimates are exceeded.

A job description was requested in previous years. The following represents the tasks performed by the Executive Officer:

- Administrative duties; including development, oversight, and review of an annual work plan; assignment of work activities, projects and programs; monitoring work flow and the day to day business of the Commission; personnel management, including oversight of consultants; preparation and management of contracts, subject to the review of the Commission.

- Scheduling and preparing for regular and special meetings of the Commission, including preparation and timely transmittal of the meeting agenda and related reports and recommendations, and presentation of the reports at the meetings.
- Update Policies and Procedures, Spheres of Influence, MSR's, office files, etc.
- Processes applications for city and district formation, annexation, reorganization, consolidation, detachments, and extension of services by contract.
- Prepares notices, filings, agreements, and reports consistent with the requirements of the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000.
- Preparing special reports and studies to the Commission as mandated by statute, such as municipal services reviews and spheres of influence.
- Preparation of the LAFCO budget, including preparation and implementation of the budget, forecasting revenue and expenses, and identifying and recommending alternatives for implementation of the budget subject to the review of the Commission, as well as scheduling and noticing all budget hearings and communication. Administration of the adopted LAFCO budget by maintaining budget controls, records, files, and making timely payments of claims and deposits of revenues.
- Planning, assigning, and coordinating the work of support staff.
- Outreach and Liaison Duties: includes representing the Commission before public and private policy making agencies and community groups, coordinating the LAFCO processes with discretionary actions of other agencies. Facilitates workshops and attends meetings as directed by the Commission to understand community concerns so LAFCO policies, municipal service reviews, and spheres of influence reflect the needs and desires of the community.
- Prepare necessary California Environmental Quality Act (CEQA) documents (Notices of Exemption, Initial Studies, Negative Declarations, and Mitigation Monitoring Plans) for those actions in which Lake LAFCO is the lead agency. Reviews and prepares comments on CEQA documents prepared by other agencies which affect the responsibilities of the Commission.
- Monitoring new and proposed State and local legislation that pertains to LAFCO, and preparing reports to the Commission that includes a recommendation of support or opposition to proposed legislation. Actively participates in related organizations, such as the California Association of LAFCO's and professional associations.
- Coordinating with LAFCO Counsel on legal issues and other matters that may require an oral or written interpretation or opinion from legal counsel.
- At the direction of the Commission, representing LAFCO before other local governmental agencies, at community meetings, at Calafco, and at other public forums.

Legal Notices/Publications I am recommending \$1,000.00 for this item. Notices are required by state law for most projects and must be prepared for Municipal Service Reviews and Sphere of Influence Updates, all public hearings before the Commission and protest hearings. Public

hearing notices are required for most all LAFCO actions including MSR's and SOI's. Cost overruns in this category will be fee supported through a budget augmentation.

Transportation/Travel & Training I am recommending \$8,000 combined for these two items, This budget will provide for a portion of the Executive Officer's attendance at Calafco activities to represent Lake LAFCO as well as for 4 Commissioners to attend the Calafco conference in Monterey, California on October 21-2. If the Commission wishes to send more than 4 Commissioners to the CALAFCo conference, this amount needs to be increased.

Estimated costs for each Commissioner to attend the Calafco Annual Conference (October 21-23, 2020) in Monterey is approximately \$1,500 per person including transportation, lodging for 3 nights (\$600 + taxes and fees) and conference registration (\$520) and mileage from Lakeport to Monterey (470 miles RT \$270.00) plus misc. costs \$100.00. The justification for this expense is LAFCO Commissioners need to be informed decision makers. Commissioners need the tools to carry out their statutory responsibilities in a responsible manner. Training and interaction with Commissioners from other LAFCO's will assist those Commissioners in attendance to bring back ideas to be shared with the remainder of the Commission. Training is necessary to remain informed of changes in LAFCO law and procedures. This item also includes funds for a portion of Staff's expense to represent Lake LAFCO at CALAFCO Activities.

Note: A decision as to the actual number of Commissioners anticipating attendance at the conference is needed before the final budget is approved. This budget includes enough funds for three Commissioners and a portion of Staff costs to attend the Annual Conference. This budget includes a portion of staff costs for attendance at the annual staff workshop and provide monies for incidental mileage expenses related to LAFCO operations.

Municipal Service Reviews I am recommending \$21,000 for the costs to continue preparation of Municipal Service Reviews for the upcoming fiscal year.

Sphere of Influence Updates: Sphere of Influence Updates include the Spheres of Influence for the Upper Lake Co. Water District, the Konocti County Water District MSR and SOI and the Cemetery District's MSR and SOI.

Special Projects: The amount budgeted for special projects is \$33,435 this is for the contract with Municipal Resource consultants for \$23,425 and staff costs of \$10,000.

Contingency and Reserve If LAFCO has a cost overrun or unanticipated expense during the fiscal year. I am recommending a contingency fund of \$10,000 this year, the same as last year. Likewise, per Commission directive, the general reserve will increase an additional \$10,000 this year to \$70,000.

Insurance: LAFCO is required to have insurance as an independent agency. The CSAC EIA has indicated the Board of Supervisors must approve LAFCO being covered under CSAC's program. The Lake Board of Supervisors has an agreement that LAFCO could be covered under the County's insurance program. \$1,400.00 is in the budget for this purpose.

Mapping: I am recommending \$6,000 for this activity, for both mapping of district boundaries and for MSR's and sphere of influence updates. Several scenarios could be required for Sphere of Influence updates. Development of an electronic map book for all agencies is also necessary. All maps will be in GIS format compatible with the Cities and the County. This category also includes continuing with creating electronic LAFCo records and misc. clerk services.

Webpage Maintenance: AB 2838 requires LAFCOs to have a webpage. We no longer have a webpage maintained by County staff. LAFCo staff has taken a more pro-active role in the website and the amount to be budgeted should be \$150.00.

City Finance: The Agreement between the City and LAFCO is \$2,500 for this service.

Carryover: It is unknown exactly how much carryover will occur in this year's budget at this time. Staff estimates a carryover of approximately \$70,000, which includes dollars for items initiated but not yet completed and to fund an additional \$10,000 in LAFCo's reserve fund.

Anticipated Revenue I am recommending anticipated revenue of \$10,000. LAFCO may increase its appropriations in various budgets if unanticipated revenue is realized. Should there be less than \$10,000 in revenue, other categories will need to be reduced to make up for the shortfall.

Amount to be apportioned per government Code Section 56381:

The amount to be apportioned between the Cities, the Districts and the County is proposed to be \$135,802 which is \$10,824 more than this year which was, \$124,978.00 due to an increase of \$10,000 for the contingency to \$70,000 and an additional \$824 for increased Calafco Dues. The last three years, the Commission expressed a desire to increase the reserve fund to \$100,000.00 and did so by adding \$10,000.00 each year. This year the amount should be increased another \$10,000.00.

RECOMMENDATION

1. Conduct Public Hearing.
2. Consider the above budget justification report, discuss and amend report and (or) the proposed budget as necessary.
3. Adopt LAFCO Resolution 2020-0002 approving a proposed budget for fiscal year 2020-2021.

Resolution 2020-0002
of the
Lake Local Agency Formation Commission

*Resolution of Lake Local Agency Formation Commission Adopting
a Proposed Budget for 2020-2021*

WHEREAS, Lake LAFCO is required by Government Code Section 56381(a) to adopt annually, following a noticed public hearing, a proposed budget by May 1st and a final budget by June 15th; and,

WHEREAS, the Commission has prepared a proposed budget for public review; and,

WHEREAS, the Executive Officer has given notice of hearing in the form and manner specified by law for adoption of the proposed budget and upon the date, time and place specified in said notice of hearing, the Commission heard, discussed and considered all oral and written testimony submitted including, but not limited to, the approved budget priorities for Fiscal Year 2020-2021 and the Executive Officer's report and recommendations; and

WHEREAS, the Commission has considered the attached Budget in light of the requirements of the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000;

NOW THEREFORE, the Lake Local Agency Formation Commission does hereby determine, resolve, and order the following:

1. That Lake LAFCO hereby adopts the attached proposed 2020-2021 proposed budget (Exhibit A).
2. Directs the Executive Officer to transmit the proposed budget to the Auditor and all parties specified in Government Code Section 56381 (a) as promptly as possible.

PASSED AND ADOPTED by the Lake Local Agency Formation Commission at a regular meeting of said Commission held on April 15,2020 by the following roll call vote:

AYES: -

NOES: -

ABSTAINS: -

ABSENT: -

Signed and approved by me after its passage this 15th day of April, 2020.

Bruno Sabatier, Chair or Moke Simon, Vice-Chair
Lake LAFCO

Attest:

John Benoit, Executive Officer
Lake LAFCO

Exhibit A - Proposed Budget
 F.Y. 2020-2021
 Lake LAFCo
 April 15, 2020

BUDGET: 419-

LAFCo Resolution 2020-0002

	B	C		D		E		F		G		H	
		2016-2017		2017-2018		2018-2019		2018-2019		2019-2020		2020-2021	
		Final Budget		FINAL Budget		Proposed Budget		FINAL Budget		Final Budget		Proposed Budget	
4													
5													
6													
7	Expenditure Classification												
8													
9	500.01 COMMISSIONERS STIPEND	\$	5,280.00	\$	5,280.00	\$	5,280.00	\$	5,280.00	\$	5,280.00	\$	5,280.00
10	600.35 SUPPLIES	\$	250.00	\$	250.00	\$	250.00	\$	250.00	\$	250.00	\$	250.00
11	700.51 MEMBERSHIPS	\$	840.00	\$	899.00	\$	926.00	\$	926.00	\$	1,077.00	\$	1,901.00
12	700.60 BOOKS AND PERIODICALS	\$	200.00	\$	200.00	\$	200.00	\$	200.00	\$	200.00	\$	200.00
13	750.64 ATTORNEY CONTRACTS	\$	18,633.00	\$	18,633.00	\$	18,633.00	\$	18,633.00	\$	18,633.00	\$	18,633.00
14	750.60 Lafco Clerk Svcs.	\$	4,000.00	\$	4,000.00	\$	4,000.00	\$	4,000.00	\$	4,000.00	\$	4,000.00
15	750.60 Office Expenses	\$	7,000.00	\$	7,000.00	\$	7,000.00	\$	7,000.00	\$	7,000.00	\$	7,000.00
16	750.60 Staff Off. Svcs	\$	48,488.00	\$	48,488.00	\$	48,488.00	\$	48,488.00	\$	48,488.00	\$	48,488.00
17	600.36 LEGAL NOTICES/PUBLICATIONS	\$	1,000.00	\$	1,000.00	\$	1,000.00	\$	1,000.00	\$	1,000.00	\$	1,000.00
18	700.53 TRANS AND TRAVEL (CALAFCO)	\$	3,500.00	\$	5,500.00	\$	5,500.00	\$	5,500.00	\$	5,500.00	\$	5,500.00
19	700.53 CONF REGISTRATION	\$	1,000.00	\$	2,500.00	\$	2,500.00	\$	2,500.00	\$	2,500.00	\$	2,500.00
20	960.95 - INSURANCE	\$	1,400.00	\$	1,400.00	\$	1,400.00	\$	1,400.00	\$	1,400.00	\$	1,400.00
21	750.60 Records Retention and Mapping	\$	7,500.00	\$	6,000.00	\$	6,000.00	\$	6,000.00	\$	6,000.00	\$	6,000.00
22	750.60 Web Page	\$	150.00	\$	150.00	\$	150.00	\$	150.00	\$	150.00	\$	150.00
23	750.60 AUDITOR/CITY-Agreement	\$	2,500.00	\$	2,500.00	\$	2,500.00	\$	2,500.00	\$	2,500.00	\$	2,500.00
24	750.60 Spheres of Influence	\$	10,000.00	\$	10,000.00	\$	10,000.00	\$	10,000.00	\$	10,000.00	\$	10,000.00
25	750.60 Municipal Service Reviews	\$	21,000.00	\$	21,000.00	\$	21,000.00	\$	21,000.00	\$	21,000.00	\$	21,000.00
26	750.60 Special and Complex projects	\$		\$		\$		\$		\$		\$	
27	Total General Services and Supplies Expenditures	\$	132,741.00	\$	134,800.00	\$	134,827.00	\$	134,827.00	\$	134,978.00	\$	169,227.00
28													
29	999.99 Contingency	\$	10,000.00	\$	10,000.00	\$	10,000.00	\$	10,000.00	\$	10,000.00	\$	10,000.00
30	405.92 General Reserve	\$	30,000.00	\$	40,000.00	\$	50,000.00	\$	50,000.00	\$	60,000.00	\$	70,000.00
31													
32	TOTAL Expenditure Budget & contingency & reserve	\$	172,741.00	\$	184,800.00	\$	194,827.00	\$	194,827.00	\$	204,978.00	\$	249,227.00
33													
34	Est Carryover Balance July 1, 2020	\$	(30,000.00)	\$	(60,000.00)	\$	(70,000.00)	\$	(70,000.00)	\$	(70,000.00)	\$	(70,000.00)
35	404.30 Est. OTHER REVENUE	\$	(10,000.00)	\$	(10,000.00)	\$	(10,000.00)	\$	(10,000.00)	\$	(10,000.00)	\$	(10,000.00)
36	Special Project Revenue - So Lakeport	\$		\$		\$		\$		\$		\$	
37													
38	Total exp less anticipated carryover and revenues	\$	132,741.00	\$	114,800.00	\$	114,827.00	\$	114,827.00	\$	124,978.00	\$	135,802.00