

Lake Local Agency Formation Commission

Regular Meeting Agenda

Wednesday May 15, 2024 -- 9:30 am

City of Clearlake – City Council Chambers

14050 Olympic Dr. Clearlake, California

Website: www.lakelafco.org

“Lake LAFCo oversees orderly development and protects natural resources and agricultural lands”

Zoom meeting for public: LAFCo has decided to make public meetings accessible telephonically or otherwise electronically to all members of the public. Members of the public are encouraged to observe and participate in the teleconference.

The complete agenda, including backup materials and materials related to items on this Agenda submitted to the Commission after distribution of the Agenda Packet, is available for public inspection on the Lake LAFCo website. Agenda materials are also available on the Lake LAFCO website at www.lakelafco.org

Lake LAFCo is inviting you to a scheduled Zoom meeting.

Topic: Lake LAFCo

Time: May 15, 2024 09:30 AM Pacific Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/81703445137?pwd=WU9QSWpPL3RkOXZrb3pZQ083TncrQT09>

Meeting ID: 817 0344 5137

Passcode: 372926

One tap mobile

*+16699006833,,81703445137#,,,,*372926# US (San Jose)*

*+16694449171,,81703445137#,,,,*372926# US*

“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, (County)
Bruno Sabatier, Chair (County)
Stacey Mattina, Vice Chair (City)

Commission Alternate Members

Vacant (Spec. District Alternate)
Suzanne Lyons (Public Alternate)
Michael Green (County Alternate)
Russ Perdock (City Alternate)

Staff

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

1. **Call to Order – Roll Call**
2. **Approval of Minutes – March 20, 2024 minutes**
 - a. *Approve March 20, 2024 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 March and April 2024*

PUBLIC HEARING:

5. **Fiscal Year 2024-2025 Lake LAFCo Final Budget**
 - a. *Receive Executive Officer’s report*
 - b. *Conduct public hearing and consider LAFCo Resolution 2024-0004 adopting a final budget for FY 2024-2025*

6. Agreement for Executive Officer and Staff services

- a. Consider agreement with Larkyn Feiler for Executive Officer and Staff Services effective July 1, 2024.
- b. Adopt Minute Order Appointing Larkyn Feiler as the Lake LAFCo Executive Officer effective July 1, 2024.
- c. Adopt Minute Order Authorizing Larkyn Feiler to sign LAFCo's claims and handle Lake LAFCo's day to day finances effective July 1, 2024.
- d. Minute Order approving the ninth amended contract with John Benoit regarding transition and services effective July 1, 2024.

OTHER ITEMS:

7. Executive Officer' s report.

*Calafco Annual Conference Teneya Lodge Fish Camp Oct 16-18, 2024
Upper Lake MSR and SOI and Annexation Proposal
Fire and EMS Service Review and Sphere of Influence Update
Transition to a New Executive Officer*

8. LAFCo Counsel's report

9. 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.

10. Adjourn to LAFCO's next regular meeting: Wednesday July 17, 2024 - 9:30 AM in Lakeport

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.

Public Comment

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

- 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 area 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 Agency Formation Commission

MINUTES

Wednesday March 20, 2024 in Lakeport

Commissioners Present

- Dirk Slooten, (City)
- Jim Scholz (Special District)
- Ed Robey, (Public Member)
- Moke Simon, (County)
- Bruno Sabatier, Chair (County)
- Stacey Mattina (entered the meeting late)

Staff

- John Benoit, Executive Officer
- P. Scott Browne, Legal Counsel

1. The meeting was called to order by Chair Sabatier at 9:30 AM
2. Upon motion of Commissioner Slooten and Seconded by Commissioner Robey the January 17, 2024 minutes were approved by a unanimous vote of the members present.

3. Public Comment.

There was no public comment.

4. Consent Agenda

Upon motion of Commissioner Robey and Seconded by Commissioner Slooten the Commission authorized payment of expenses for January and February 2024.

PUBLIC HEARING:

5. Fiscal Year 2024-2025 Lake LAFCo Proposed Budget

Executive Officer Benoit presented the proposed budget for Lake LAFCO referencing the budget justification report previously distributed to the Commission.
Chair Sabatier opened the public hearing. Frank Costner asked about the MSR for water providers in the City of Clearlake. Benoit explained this project has been

completed and the Dam Road Annexation is the only item not yet completed. Commissioner Sabatier proceeded to close the public hearing and asked for a motion to consider LAFCo Resolution 2024-0003 adopting a proposed budget for FY 2024-2025. A motion was made by Commissioner Slooten and seconded by Commissioner Robey to adopt a proposed budget for FY 2024-2025. A roll call vote was called with Commissioners Slooten, Robey, Scholz, Simon and Sabatier voting for approval with Commissioners Archacki and Mattina absent.

The Chair proposed the Closed session be moved until the end of the meeting and items #8, #9 and #10 be addressed beforehand.

Item #8. Executive Officer' s report.

- a. John Benoit reminded the Commission of the April 1st deadline for the 700 forms.
- b. John Benoit informed the Commission about the Calafco Annual Conference being held October 16 thru 18, 2024 at the Tenaya Lodge in Fish Camp (Yosemite).
- c. John Benoit updated the Commission regarding the Upper Lake MSR and SOI and Annexation Proposal
- d. John Benoit updated the Commission regarding the Fire and EMS Service Review and Sphere of Influence Update. Commissioner Slooten asked a question regarding EMS in General and how is it funded since the Ambulance costs are not fully funded. Commissioner Sabatier said funding and operations of EMS organizations is constantly changing. Benoit explained a situation in Modoc County regarding reduced funding and options to sustain an ambulance district.

Commissioner Stacey Mattina entered the meeting

Item #9. Scott Browne discussed the Taxpayer Protection Act being qualified for the November 2024 Ballot

Item #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.

Commissioner Mattina did not have any updated information regarding the South Lakeport Annexation when asked by Chair Sabatier.

Commissioner Simon explained the County is preparing a new General Plan Update and a General Plan committee has been appointed. The County has contracted with Place Works, a consulting firm to prepare the new Comprehensive General Plan.

Executive Officer Benoit, spoke regarding one of LAFCo's main issues is the conversion of agricultural lands and explained LAFCo's efforts with the current Lake County General

Plan. Commissioner Sabatier suggested since Commissioners sit as LAFCO members not Council, Special District or Board of Supervisor's members.

6. Closed Session: Personnel Matter (Section 54957(b) (1) Review and Discussion of Candidates for Executive Officer.

The Commission reviewed materials received to date from interested candidates for the Executive officer position and will interview some candidates. Direction will be given to staff.

The Commission entered into closed session at 10:19 a.m.

The Commission returned from closed session at 10:55 a.m.

7. Report out of Closed Session: Upon reconvening the public meeting it was reported, "Staff was directed to proceed with the items discussed in Closed Session. No reportable action taken."

11. The meeting was adjourned at 11:00 A.M. to its next regular meeting to take place on Wednesday May 15, 2024 - 9:30 AM in Clearlake

Lake Local Agency Formation Commission

CLAIMS March and April 2024

Item # 4

Expenses for FY 2023-2024:

<u>Date of Claim</u>	<u>Description</u>	<u>Amount</u>
2.16.24 - 3.15.24	Browne Legal	\$ 2,046.43
Mar 20, 2024	Meeting Stipend	\$ 600.00
April 1, 2024	Staff Svcs Mar 2024	\$ 7,302.34
3.16.2024 - 4.15.24	Browne Legal	\$ 2,046.43
May 1, 2024	Staff Svcs April 2024	\$ 5,451.33
April 1, 2024	Fire SOI and MSR	\$ 2,339.40
May 1, 2024	Fire SOI and MSR	\$ 5,124.40
	TOTAL:	\$ 24,910.33

DATED: May 15, 2024

APPROVED: May 15, 2024

Bruno Sabatier, Chair or Stacey Mattina Vice-Chair
Lake Local Agency Formation Commission

Attest:

John Benoit
Executive Officer

Fund/Dept 419-5020

Amount Budgeted	Comm Stipe	Supplies	Memberships	Books	Attorney Fees	LAFCO Cler	Office Stipe	Staff Svcs	Legal Notice	Trans Travel	Conf Regis	Gen Reserve	Contingency	Insurance	GIS Mapping	Webpage Auditor	SOI	MSR	
500-101	600-235	700-451	700-450	750-564	750-560	750-560	750-560	750-560	600-235	700-453	700-453	405-892	960-999	960-999	750-560	750-560	750-560	750-560	
2023-2024	\$ 2,145.00	\$ 2,145.00	\$ 2,145.00	\$ 2,145.00	\$ 2,145.00	\$ 2,145.00	\$ 2,145.00	\$ 2,145.00	\$ 1,400.00	\$ 5,563.69	\$ 3,063.69	\$ 90,000.00	\$ 10,000.00	\$ 1,400.00	\$ 150.00	\$ 2,500.00	\$ 20,000.00	\$ 21,000.00	
California Registrations Oct 2023																			
Browne ending July 15, 2023																			
Staff Svcs July 2023																			
Browne ending Aug 15, 2023																			
Staff Svcs August 2023																			
Browne ending Sept 15, 2023																			
Staff Svcs Sept 2023																			
July 19, 2023 Payroll																			
Ed Robey Conf Reimb																			
JB Staff Svcs Oct 2023																			
Browne ending Nov 15, 2023																			
JB Staff Svcs Nov 2023																			
JB Staff Svcs Dec 2023																			
Stacy Mattina Conf. Reimb																			
Stacy Mattina Revised Conf Exp to \$475.56 which is 353.96 originally paid Check 15802 to be voided and new check for \$475.56 check issued																			
Oct 4, 2023 Meeting Stipend																			
Comm Stipends 1,17,24																			
JB Staff Svcs Jan 2024																			
Browne ending Jan 15, 2024																			
JB staff svcs Feb 2024																			
Browne ending Feb 15, 2024																			
RB CLO Dam Road Annex																			
Payroll Lake March 20, 2024																			
JB Staff Svcs March 20, 2024																			
Browne ending March 15, 2024																			
Browne ending April 15, 2024																			
JB Staff Svcs April 15, 2024 & Fire and EMS MSR-SOI																			

Remaining in Account	\$ 4,000.00	\$ 219.49	\$ 0.90	\$ 200.00	\$ 4,115.75	\$ 3,441.89	\$ 1,200.00	\$ 9,054.31	\$ 1,008.00	\$ 3,934.91	\$ 1,205.00	\$ 90,000.00	\$ 10,000.00	\$ 1,400.00	\$ 24.30	\$ 96.10	\$ 2,500.00	\$ 10,258.20	\$ 10,863.05
Expended	\$ (2,600.00)	\$ (30.51)	\$ (2,145.00)	\$ 0.00	\$ (20,464.30)	\$ (1,018.40)	\$ (6,000.00)	\$ (45,013.30)	\$ (392.00)	\$ (1,565.09)	\$ (1,845.00)	\$ -	\$ 0.00	\$ 0.00	\$ (5,975.70)	\$ (53.90)	\$ 0.00	\$ (9,741.80)	\$ (10,136.95)

Audited

LAKE LAFCO

Item # 5

EXECUTIVE OFFICER'S REPORT

May 15, 2024

TO: Local Agency Formation Commission
FROM: John Benoit, Executive Officer
RE: Final Budget for FY 2024-2025

A proposed budget and Budget Justification Report were submitted for consideration at the March 20, 2024 budget hearing. The proposed budget was adopted and there have been no events requiring changes during that time.

1. Who is going to go to the Calafco Annual Conference in Fish Camp near Yosemite, October 16-18, 2024. There is \$8,550 budgeted. This will allow a maximum of 4 Commissioners to attend. If more is to attend the budget will need to be raised by \$2,000 per person.
2. There will be a transition to a new Executive Officer and Clerk. At this time it is anticipated there will be no change in the budget. A transition plan discussion needs to occur at LAFCo's July 17th 2024 LAFCo meeting.
3. A 4.3% Staff cola increase for 24/25 has been included in the Proposed Budget based on the Employment Cost Index.
4. The General reserve will be increasing \$10,000 to \$100,000.

Please refer to the aforementioned Budget Justification Report for detailed information on each of the items below.

SUMMARY OF EXPENSES:

Commission Stipend Commission allocated \$6,600.00 for this item. This is adequate to cover Commissioner stipends at \$100.00 per member, for six attended meetings.

Supplies \$250 allocated. No change from prior year.

Memberships The Commission recommended in its proposed budget \$2,196.00 for Calafco dues, an increase of \$50.10 from this year.

Books and Periodicals \$200.00 allocation to cover the cost of incidental publications, when needed.

Attorney Contracts The Commission recommended in its proposed budget \$25,637.62 for this item.

Clerk/Analyst Support The Commission recommended in its proposed budget \$4,460.29 for this item. for this item.

Office Expenses The \$7,200 allocation amount based on \$600.00 per month includes communications, computer, phones, most copy and postage costs. These costs may be need to be re-budgeted since your Executive Officer will have an hourly stipend.

Staff Services [Executive Officer Services] The Commission recommended in its proposed budget \$76,392.50 for this item. Notwithstanding a very complex reorganization or incorporation project for Lake LAFCO, this amount should cover LAFCO administration and all transition costs. Complex projects would be fee supported thereby increasing revenue to LAFCO to offset an increase in this expenditure.

Legal Notices/Publications Commission recommended \$1,400 based on number of anticipated projects and related publication costs.

Conference Registration and Transportation and Travel The Commission recommended in its proposed budget \$8,550 for these items. This includes miscellaneous travel costs for the Calafco Annual Conference, Staff training and the annual staff workshop. The Calafco conference this year is near Yosemite from October 16th through October 18th. It is anticipated to cost approximately \$2,000 per person including transportation, lodging, and conference registration meaning LAFCo could send 4 Commissioners. As well as the annual staff workshop in April 2025 in Southern California

Insurance \$1,400 allocated. No change from prior year.

Records Retention and Mapping As discussed at the March 20, 2024 meeting \$6,000 was allocated for mapping and for processing and scanning Lake County's LAFCo files, to be conducted in accordance with LAFCo's adopted Records Retention Policy.

Web Site Maintenance Commission recommended \$150 for site maintenance, updates, and changes.

Finance Agreement Commission recommended \$2,500 for this item per agreement with the City of Clearlake. This amount will be paid to the City of Clearlake for being LAFCo's banker.

Sphere of Influence Updates Commission allocated \$20,000 for Sphere of Influence updates as required by the LAFCO Act.

Municipal Service Reviews Commission allocated \$21,000 to initiate and continue Service Reviews for the upcoming year.

Special and Complex projects Upper Lake MTBE project The State has secured a grant to prepare a MSR and SOI, Annexation and BOE fees because of Upper Lake's MTBE problem. The amount of the grant \$24,500.00. This will continue into FY 2024-2025.

Contingency Fund \$10,000.00

General Reserve \$100,000 allocated to General Fund Reserves, an increase of \$10,000.00.

SUMMARY OF ANTICIPATED REVENUE

The Commission recommended in its proposed budget anticipated revenue of \$10,000. To help reduce general fund contributions by the Cities, Districts and the County unanticipated revenues have been placed into expenditures for municipal service reviews and sphere updates.

The Final Expenditure Budget will be \$318,436.41 (including a \$100,000.00 reserve and a \$10,000 contingency), the amount to be requested from the Cities, the County and the Independent Special Districts will be \$ 142,936.41 (The County, Cities and Independent Special Districts for each category will pay \$47,645.47). The apportionment categories are: Cities – 33%, County - 33%, and Independent Special Districts – 33%.

Recommendation:

- a. Review, discuss, amend, and consider the 2024-2025 Final Budget. A budget justification report for FY 2024-2025 including a Service Review and Sphere of Influence work plan was prepared by staff for the adopted proposed budget at the March 20, 2024 meeting.
- b. Adopt LAFCO Resolution 2024-0004 approving a final budget for Fiscal Year 2024-2025.

Resolution 2024-0004

of the

Lake Local Agency Formation Commission

*Resolution of the Lake Local Agency Formation Commission of Adopting
its Final Budget for 2024-2025*

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 which was adopted on March 20, 2024; and,

WHEREAS, the Executive Officer has prepared a final budget including a budgeted carryover, and contingency; and

WHEREAS, the Executive Officer has given notice of hearing in the form and manner specified by law for adoption of the final 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 2024-2025 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, Lake Local Agency Formation Commission does hereby determine, resolve, and order the following:

1. That Lake LAFCO hereby adopts the attached final 2024-2025 budget totaling \$318,436.41 in which \$208,436.41 are operational expenditures for LAFCO and \$140,000.00 to consist of carryovers and encumbrances from the FY 2022-2023 budget as shown in Exhibit A.
2. Directs the Executive Officer to transmit the final budget to the Auditor and all parties specified in Government Code Section 56381 (a) as promptly as possible.
3. To implement a Commission directive, establish a reserve account and direct the Executive Officer to deposit 20% of any unallocated rollover into said reserve account up to \$100,000 once the final rollover (carryover from previous budgets) once the audited carryover balance is determined.
4. Request the Lake County Auditor collect the funds as required in Section 56381 of the

government code in the amount of \$142,936.41 to be apportioned as per Government Code 56381 and to transfer said funds to the City of Clearlake on behalf of LAFCo.

5. In the event of non-payment of LAFCO funds by any agency subject to the LAFCO's apportionment, the Commission hereby requests and authorizes the Auditor to collect the funds from property tax revenues or any other revenue source and deposit the funds into the LAFCO account for transfer to the City of Clearlake.

PASSED AND ADOPTED by the Lake Local Agency Formation Commission at a regular meeting of said Commission held on May 15, 2024 by the following roll call vote:

AYES: -

NOES: -

ABSTAINS: -

ABSENT: -

Signed and approved by me after its passage this 15th day of May 2024.

Bruno Sabatier, Chair or Stacey Mattina, Vice-Chair
Lake LAFCO

Attest:

John Benoit, Executive Officer
Lake LAFCO

Exhibit A - FINAL Budget
 F.Y. 2024-2025
 Lake LAFCo
 May 15, 2024

BUDGET: 419-5020

LAFCo Resolution 2024-0004

A	B	C	D	E	F
	2021-2022	2022-2023	2023-2024	2024-2025	2024-2025
	FINAL BUDGET	Final BUDGET	FINA. BUDGET	PROP BUDGET	Final Budget
7	Expenditure Classification				
8					
9	500.101 COMMISSIONERS STIPEND	\$5,280.00	\$6,600.00	\$6,600.00	\$6,600.00
10	600.235 SUPPLIES	\$250.00	\$250.00	\$250.00	\$250.00
11	700.451 MEMBERSHIPS	\$1,889.00	\$1,982.00	\$2,145.90	\$2,196.00
12	700.450 BOOKS AND PERIODICALS	\$200.00	\$200.00	\$200.00	\$200.00
13	750.564 ATTORNEY CONTRACTS	\$22,044.00	\$23,454.82	\$24,580.65	\$25,637.62
14	750.560 Lafco Clerk Svcs.	\$4,000.00	\$4,256.00	\$4,460.29	\$4,460.29
15	750.560 Office Expenses	\$7,000.00	\$7,200.00	\$7,200.00	\$7,200.00
16	750.560 Staff Off. Svcs	\$48,488.00	\$51,591.23	\$54,067.61	\$56,392.50
17	750.564 LEGAL NOTICES/PUBLICATIONS	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00
18	700.453 TRANS AND TRAVEL (CALAFCO)	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00
19	700.453 CONF REGISTRATION	\$2,500.00	\$2,500.00	\$3,050.00	\$3,050.00
20	960.995 - INSURANCE	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00
21	750.560 Records Retention and Mapping	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00
22	750.560 Web Page	\$150.00	\$150.00	\$150.00	\$150.00
23	750.560 AUDITOR/CITY-Agreement	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
24	750.560 Spheres of Influence	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
25	750.560 Municipal Service Reviews	\$21,000.00	\$21,000.00	\$21,000.00	\$21,000.00
26	750.560 Special and Complex projects Upper Lake MTBE	\$15,000.00	\$24,500.00	\$24,500.00	\$24,500.00
27	Total General Services and Supplies Expenditures	\$164,601.00	\$180,484.05	\$160,504.45	\$208,436.41
28					
29	999.999 Contingency	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
30	405.692 General Reserve	\$70,000.00	\$80,000.00	\$90,000.00	\$100,000.00
31					
32	TOTAL Expenditure Budget & contingency & reserve	\$244,601.00	\$270,484.05	\$260,504.45	\$318,436.41
33					
34	Est Carryover Balance July 1, 2024	-\$100,000.00	-\$101,000.00	-\$101,000.00	-\$140,000.00
35	404.30 Est. OTHER REVENUE	-\$10,000.00	-\$10,000.00	-\$10,000.00	-\$10,000.00
36	Special Project Revenue - Upper Lake MTBE	-\$24,500.00	-\$24,500.00	-\$24,500.00	-\$24,500.00
37	419-420-710 Interest Income				
38	Total exp less anticipated carryover and revenues	-\$110,000.00	-\$134,984.05	-\$149,504.45	-\$142,936.41
39					
40					
41	419-404-888 City/County and Ind. Spec District Contrib	\$134,601.00	\$134,984.05	\$149,504.45	\$142,936.41
42					
43					
44					
45	0000 General Reserve	\$70,000.00	\$80,000.00	\$90,000.00	\$100,000.00

AGREEMENT FOR EXECUTIVE OFFICER SERVICES
FOR THE LAKE COUNTY LOCAL AGENCY FORMATION COMMISSION

This Agreement is made and entered into by and between Larkyn Feiler (hereinafter "the Contractor") and the Lake County Local Agency Formation Commission (hereinafter the "Commission").

RECITALS:

A. The Commission desires to retain the Contractor to discharge the duties of the office of Executive Officer of the Commission and to designate the Contractor as Executive Officer.

B. The Contractor is fully qualified to discharge the duties of the office of Executive Officer and to provide the services contemplated by this Agreement.

C. Because of the relatively small volume of business conducted by the Commission, the Commission wishes to reduce the cost of staff to serve the people of Lake County as efficiently as possible. Accordingly, the Commission hereby exercises the authority conferred upon it by Government Code § 56000 *et seq.* to contract for Executive Officer services provided by the Contractor as an independent contractor serving the Commission on a part-time basis.

D. Notwithstanding the Commission's decision to retain Contractor as a part-time, independent contractor, Contractor is intended to be and is hereby declared to be an officer of the Commission with all of the duties, powers and responsibilities of an Executive Officer of a LAFCO under the Cortese-Knox-Hertzberg Act, Government Code §§ 56000 *et seq.* and to be an "officer" of the Commission within the meaning of Government Code § 54957(b)(4).

NOW, THEREFORE, the parties hereto agree as follows:

1. Scope of Services.

A. The Contractor shall discharge the duties of the office of Executive Officer of the Commission and shall use her best efforts to provide services in a competent and professional manner. The Contractor shall provide all Executive Officer services to the Commission of the kind and nature typically provided by a LAFCO Executive Officer unless specifically stated otherwise in this Agreement or otherwise directed in writing by the Commission. Except where conflict of interest rules require otherwise, the Contractor shall supervise the activities of all other professionals retained by or for the Commission and shall review the work of such professionals on behalf of the Commission.

B. The professional services to be provided by the Contractor shall consist of those set forth in Exhibit "A" attached hereto and shall be billed at the rates set forth therein.

2. Designation of Executive Officer.

Larkyn Feiler is appointed as Executive Officer to the Commission. The parties understand and agree that the Contractor may, from time to time, utilize assistants to assist Larkyn Feiler in the performance of this Agreement.

3. Billing Procedures and Monthly Statements.

A. The Contractor shall submit to the Commission, within thirty (30) days after the end of each calendar month, an itemized statement of the professional services provided and the time expended to provide those services to be billed on an hourly basis. The parties acknowledge that payment of all monthly statements is expected to be made within thirty (30) days of the billing date. The Commission will not be liable for interest or finance charges, although persistent late payment shall be a basis for the Contractor to review its relationship with the Commission.

B. The Contractor will bill the Commission for actual, out-of-pocket expenses such as, but not limited to, authorized travel, communication, duplication, mileage, computerized research (except as provided to the contrary below), and similar out-of-pocket expenditures. All expenses will be billed at cost, without markup. These items will be separately designated on the Contractor's monthly statements as "disbursements," and will be billed in addition to fees for professional services.

C. The Contractor's current hourly rates are shown in Exhibit B attached hereto.

4. Resolution of Fee Disputes By Mediation.

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.

5. Term of the Agreement.

This Agreement shall be effective as of July 1, 2024 and shall be and remain in full force and effect until terminated in accordance with the provisions of Section 6 hereof.

6. Termination of the Agreement.

(a) Commission has the right to terminate the Contractor's services at any time, without cause, subject to an obligation to give notice in writing to the

Contractor at least sixty (60) days prior to termination, unless termination is immediate for cause. The Contractor has the same right, subject to the Contractor's ethical obligations to allow the Commission sufficient notice prior to termination so that Commission will be able to arrange alternative services. In either circumstance, Commission agrees to secure new services as quickly as possible.

- (b) If Contractor commits any act that would likely result in further material damage to the operation of the Commission by Contractor's continued work for the agency, in the opinion of the Commission, Contractor may be terminated immediately.
- (c) The Contractor agrees to cooperate fully in any such transition. Notwithstanding the termination of the Contractor's representation, Commission will remain obligated to pay to the Contractor all fees and costs incurred prior thereto.

7. Files and Records.

A. All files of the Contractor pertaining to the Commission shall be and remain the property of Commission.

B. The Contractor shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. Commission shall have the right to access and examine such records, without charge, during normal business hours. Commission shall further have the right to audit such records, to make transcripts therefrom and to inspect all data, documents, proceedings, and activities.

8. Modifications to the Agreement.

Unless otherwise provided in this Agreement, modifications relating to the nature, extent or duration of the Contractor's professional services to be rendered hereunder shall require the prior written approval of the Commission. Any modification approved in writing shall be deemed to be a supplement to this Agreement and shall specify any changes in the Scope of Services and the agreed-upon billing rates to be charged by the Contractor and paid by the Commission.

9. Independent Contractor.

No employment relationship is created by this Agreement. The Contractor shall, for all purposes, be an independent contractor to the Commission. Contractor shall control her own schedule and manner of completing the operations of the agency, subject to the overall direction of the Commission. The Contractor shall not be entitled to participate in any pension plan (including, without limitation, any county or other public retirement system), health insurance, bonus, or other similar benefits. Nothing in this paragraph shall alter the intention of the parties to this Agreement as expressed in the recitals above.

10. Nondiscrimination.

In the performance of this Agreement, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, medical condition, or any other unlawful basis.

11. Assignment and Delegation.

This Agreement contemplates the personal professional services of the Contractor. With the exception of the use of assistants, neither this Agreement nor any portion thereof shall be assigned or delegated without the prior written consent of the Commission. Delegation to other Contractors shall be limited to those situations in which the Contractor is disqualified by virtue of a conflict of interest, or where the Contractor does not possess the expertise to competently perform services in a particular area. Delegation shall not be made without the prior written approval of the Chairperson of the Commission. The Contractor shall supervise delegated work, except where precluded from doing so by virtue of a conflict of interest, and where otherwise agreed to by the parties hereto.

12. Nonexclusive Agreement

Nothing in this Agreement shall be construed to restrict Contractor's right to enter into other Agreements and to provide services for others, provided such agreements or services are outside Lake County and do not interfere with Contractor's timely performance of the services which Contractor is required to provide on behalf of LAFCO pursuant to the terms of this Agreement, create a conflict of interest, or be deleterious to the interests of the Commission.

13. Insurance.

A. The Contractor currently maintains in full force and effect a Commercial General Liability Insurance policy. Contractor shall procure and maintain, at Contractor's own expense during the term here of, Comprehensive Commercial General Liability Insurance with minimum coverage of not less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate, including but not limited to

endorsements for the following coverages: personal injury, premises-operations, products and completed operations, blanket contractual, and independent contractor's liability.

B. The Contractor agrees to comply with the Workers Compensation Law if it should have employees involved in the services required by this Agreement.

C. Contractor shall procure and maintain, at Contractor's own expense during the term hereof, Automobile Liability Insurance with minimum coverage of not less than three hundred thousand dollars (\$300,000) per occurrence and nine hundred thousand dollars (\$900,000) in the aggregate applicable to any vehicle used in the provision of services under this Agreement.

D. The Contractor agrees to notify the Commission in the event the limits of its insurance should fall below the coverages stated in paragraph A or if the insurance policies noted here are allowed to lapse and substitute insurance is not obtained.

14. Indemnification.

Contractor shall indemnify and defend LAFCO and its officers, employees, and agents against and hold them harmless from any and all claims losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by LAFCO, whether for damage to or loss of property, or injury to or death of person, including properties of LAFCO and injury to or death of LAFCO officials, employees or agents, arising out of, or connected with Contractor's operations hereunder or the performance of the work described herein other than any liability resulting from the proper discharge of Contractors duties under this agreement.

LAFCO shall indemnify and defend and hold Contractor harmless from any and all claims losses, damages, including attorney's fees and other costs of defense incurred by Contractor, whether for damaged to or loss of property, or injury to or death of person, arising out of, or connected with Contractor's proper performance of her duties described herein.

15. Conflicts of Interest.

The Contractor shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.). 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.

16. Permits and Approvals.

The Contractor shall obtain, at the Contractor's sole cost and expense, all permits, and licenses necessary in the performance of this Agreement.

17. 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 in its amended form shall be enforceable. 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 thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

18. Entire Agreement.

This Agreement, together with Exhibits "A" and "B" hereto, shall constitute the full and complete agreement and understanding of the parties and shall be deemed to supersede all other written or oral statements of any party hereto relating to the subject matter hereof.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have caused this Agreement to be executed as of May 15, 2024.

LAKE COUNTY LOCAL AGENCY COMMISSION

By: _____
Bruno Sabatier, Chair

Approved as to form:

By: _____
P. Scott Browne, General Counsel

LARKYN FEILER, Contractor

By: _____
Larkyn Feiler

EXHIBIT "A"

SCOPE OF SERVICES

Larkyn Feiler shall serve as Executive Officer and shall perform all Executive Officer and professional duties as specified in the Cortese-Knox-Hertzberg Local Government Reorganization Act ("the Act") and other applicable statutes and as directed by the Commission. Said duties shall include but are in no way limited to:

- providing supervisory and professional services for staff of the Commission.
- Conducting the day-to-day business of the Commission, and shall perform all Executive Officer Duties as specified in the Act.
- providing general information to the public, individually and to groups, regarding LAFCO statutes, policies, and concepts of orderly governmental boundaries through direct participation.
- overseeing maintenance of a web page.
- developing and maintaining LAFCO's policies and bylaws.
- implementing a program of work to update the Spheres of Influence, conducting Municipal Services Reviews, complex environmental reviews, and other special studies in accordance with LAFCO's work program.
- attending all LAFCO meetings, unless otherwise directed by the Commission and representing Lake LAFCO, as a member of CALAFCO.
- generating all necessary staff reports for matters before the Commission and preparing all necessary CEQA (California Environmental Quality Act) documents.
- maintaining a local LAFCO presence to conduct the public portion of LAFCO business. The schedule may vary from month to month.

It is the responsibility of the Contractor to operate within LAFCO's given budgetary appropriations. Contractor shall administer the LAFCO budget, including preparation and presentation of the next fiscal year budget as required by law.

EXHIBIT "B"

COMPENSATION

Contractor will be paid \$90.00 per hour to be billed in 15-minute increments for services rendered.

Contractor will be paid \$45.00 per hour and shall be paid the standard IRS mileage rate for business mileage.

All other services shall be compensated at the following hourly rates:

LAFCo Clerk Services: \$50.00 per hour

REIMBURSEMENT OF DIRECT EXPENSES

LAFCo shall reimburse Contractor for the following direct expenses:

Mileage*:	IRS Rate
Photocopies:	Cost
Postage:	Cost
Telephone/Fax:	Cost
Overnight Delivery Service:	Cost

The above compensation and direct expenses shall be reimbursed upon approval by the Commission during months when the Commission has a meeting. The Chair may authorize expenditures for LAFCo-related compensation and expenses in the event the Commission does not meet during a given month. Chair's authorization is subject to ratification by the Commission at its next regularly scheduled meeting.

Upon prior authorization of the Commission, LAFCo shall reimburse Contractor for LAFCo related expenses for training and conferences on a pro-rata basis as appropriate. The Chair may authorize expenditures for LAFCo-related training and conferences in the event the Commission does not meet during a given month. Chair's authorization is subject to ratification by the Commission at its next regularly scheduled meeting.

* Mileage shall also be reimbursed for travel within the County on official LAFCo business. Mileage outside Lake County may be reimbursed from time to time, on a case-by-case basis, for LAFCo related travel as approved by the Commission or the Chair in the event the Commission does not meet during a given month. Chair's authorization is subject to ratification by the Commission at its next regularly scheduled meeting.

LAFCO Chair Initials: _____
Date

Contractor Initials: _____
date

LAKE LOCAL AGENCY FORMATION COMMISSION

STATE OF CALIFORNIA

MINUTE ORDER

Wednesday May 15 2024

Item 6 b - Minute Order appointing Larkyn Feiler as the Lake LAFCo Executive Officer effective July 1, 2024

MOVED:

SECONDED:

APPROVAL:

Bruno Sabatier, Chair or Stacey Mattina, Vice-Chair
Lake Local Agency Formation Commission

LAKE LOCAL AGENCY FORMATION COMMISSION

STATE OF CALIFORNIA

MINUTE ORDER

Wednesday May 15 2024

Item 6 c - Minute Order authorizing Larkyn Feiler to manage, sign LAFCo claims, and handle Lake LAFCO's day to day finances effective July 1, 2024.

MOVED:

SECONDED:

APPROVAL:

Bruno Sabatier, Chair or Stacey Mattina, Vice-Chair
Lake Local Agency Formation Commission

LAKE LOCAL AGENCY FORMATION COMMISSION

STATE OF CALIFORNIA

MINUTE ORDER

Wednesday May 15, 2024

6 d - Minute Order approving the Ninth Amended Contract Amendment for LAFCo Transition and Services provided by John Benoit effective July 1, 2024.

MOVED:

SECONDED:

APPROVAL:

Bruno Sabatier, Chair
Lake Local Agency Formation Commission

**Ninth Amendment to Agreement for Executive Officer Services for
Lake LAFCO with John Benoit, Contractor**

This is an amendment dated May 15, 2024 to that certain AGREEMENT FOR THE PROVISION OF EXECUTIVE OFFICER SERVICES by and between the Lake Local Agency Formation Commission (LAFCo) and JOHN BENOIT (CONTRACTOR) first entered into on January 13, 2003 (herein referred to as the 2003 contract) and since amended eight times by the Commission.

WHEREAS, Contractor informed the Commission of his intent to retire as the Lake LAFCo Executive Officer, but agreed to continue to provide miscellaneous services through the transition period for the newly appointed Executive Officer.

WHEREAS, on July 1, 2024 Lake LAFCo appointed a new Executive Officer to assume all Executive Officer Duties and manage the day-to-day operation of LAFCo;

WHEREAS, Lake LAFCo desires John Benoit continue to provide services to LAFCo and assist the new Executive Officer on a limited basis during the transition not to exceed 1-year and within LAFCo's budget.

WHEREAS, various provisions of the 2003 Agreement, as previously amended need to be eliminated or revised to reflect the limited scope of Contractor's continued work with Lake LAFCo.

NOW, THEREFORE, IT IS HEREBY AGREED that the 2003 Contract (as previously amended eight times) is further amended as follows:

1. The provisions Articles 1, 2 and 3, as previously amended, shall continue to apply except as amended herein, provided that any provision that is inconsistent with the changed scope of the contract shall be harmonized with the intent of this amendment.
2. Section 1.1 under Article 1 "Contractor's Duties" is repealed and amended to read as follows: "Contractor shall provide technical assistance regarding LAFCo related matters to the Executive Officer and the Commission including assistance in the preparation of Service Reviews and Sphere updates within the Commission's approved budget, as needed". Exhibit "A" is hereby repealed and services billed out at \$125.00 (one-hundred twenty-five dollars) per hour plus any and all direct and indirect costs".
3. John Benoit shall no longer be the Lake LAFCo Executive Officer instead shall be considered the Assistant Executive Officer between July 1st, 2024 until July 1st 2025.
4. John Benoit may on occasion act on behalf of the New Executive Officer as an

Assistant Executive Officer if requested to do so by the Commission.

5. Any records generated under the 2003 Contract, as amended and between March 6, 2003 and July 1, 2024 shall immediately be given to the New Executive Officer.
6. The effective date of this agreement shall be July 1, 2024 and shall continue until terminated by either party or on July 1, 2025.

**Lake Local Agency
Formation Commission**

Contractor

Bruno Sabatier, Chair or Stacey Mattina,
Vice Chair

John Benoit

APPROVED AS TO FORM:

P. Scott Browne, LAFCO Counsel