

Lassen Local Agency Formation Commission

Special Meeting Agenda

MONDAY – October 19, 2020

3:00 PM

Note Location Change

**SUSANVILLE CITY HALL
66 North Lassen Street
Susanville, CA.**

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

1. Call to order: Pledge of Allegiance

Commissioners

Todd Eid, Chair, Public Member

Kevin Stafford, City Member

Mendy Schuster, City Member

Jeff Hemphill, County Member

Chris Gallagher, Vice-Chair, County Member

Alternate Members

David Teeter, County Member Alt.

Quincy McCourt, City Member Alt.

Vacant, Public Alt.

LAFCO Staff

John Benoit, Executive Officer

Jennifer Stephenson, Deputy Executive Officer

Ruth McElrath, Clerk

John Kenny, LAFCO Counsel

1. Approval of Agenda (Additions and Deletions)

2. Election of Chair and Vice-Chair for FY 2020-2021

Election of Chair

Election of Vice Chair

3. Consider appointment of Mandy Smith as a LAFCo Public Member Alternate for a 4-year term ending in May 2024

a) Review letter of interest and meet with Mandy Smith and consider appointment of a LAFCo Public Member Alternate for a term ending in May 2024 (note the public member is not eligible to vote on this matter)

4. Correspondence: Calafco Elections

5. Approval of the February 10, 2020 and August 10, 2020 LAFCo minutes

a) *Approve February 10, 2020 and August 10, 2020 LAFCo minutes*

6. Public Comment

This is the time set aside for citizens to address the Commission on any item of interest to the public that is within the subject matter jurisdiction of the Commission. For items that are on the agenda, public comment will be heard when the item is discussed. If your comments concern an item that is noted as a public hearing, please address the Commission after the public hearing is opened for public testimony. The Chairman reserves the right to limit each speaker to three (3) minutes. Please understand that by law, the Commission cannot make decisions on matters not on the agenda.

Public hearing:

7. CONTINUED PUBLIC HEARING: Fire District Service Review (MSR) and Sphere of Influence (SOI)

a) *Discuss and continue public hearing until 3:00 PM December 14, 2020*

Workshop:

8. Municipal Service Review and Sphere of Influence Update for the Leavitt Lake Community Services District

a) *Conduct workshop and schedule public hearing for December 14th, 2020*

9. Authorize payment of claims

a) *Authorize payment of claims for August 2020 and September 2020.*

10. Consolidation of Districts vs. Establishment of a Joint Powers Authority (JPA)

a) *Review a recent case study from Calaveras County establishing a Joint Powers Authority for Fire Protection Districts*

11. LAFCo 101 All About LAFCo

Introduction to LAFCo and continue to December 14, 2020

13. Executive Officer's Monthly Report

SB 414 Status

Stones Bendgard CSD MSR and SOI

Spalding CSD MSR and SOI

LAFCo Fee Schedule - 2003

LAFCo Records Retention Policy – 2013

LAFCo Application Forms - 2012

14. Commissioner Reports - Discussion

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

15. Adjourn to the next meeting to take place on Monday December 14, 2020 at 3:00 P.M.

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

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.

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:

- Items not appearing on the agenda must be of interest to the public and within the Commission's subject 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).

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 a specified time. 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 in the Clerk's office located at the City of Susanville, 66 North Lassen Street, Susanville CA. and the Lassen Co. Community Development Office located at 707 Nevada Street, Susanville CA. [such documents are also available on the Lassen LAFCo website (www.lassenlafco.org) 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

Pursuant to Government Code Sections 56700.1 and 57009 of the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, and 82015 and 82025 of the Political Reform Act applicants for LAFCO approvals and those opposing such proposals are required to report to LAFCO all political contributions and expenditures with respect to a proposal that exceeds \$1,000. LAFCO has adopted policies to implement the law, which are available on the Commission's webpage. These requirements contain provisions for making disclosures of contributions and expenditures at specified intervals. Additional information may be obtained by calling the 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 (530) 257-0720 or by email at lafco@co.lassen.ca.us. Copies of reports are located on the LAFCO webpage at: www.lassenlafco.org

September 29, 2020

Mandy Smith
PO Box 137
Standish, CA 96128
(530) 310-8877

Lassen LAFCo
c/o John Benoit
P.O. Box 2694
Granite Bay, CA 95746

Dear Mr. John Benoit,

Please accept this as my letter of interest as it applies to joining Lassen LAFCo as a Public Member or Public Member Alternate. I am dedicated to helping the communities in Lassen County and to be able to serve on the LAFCo Commission is a great opportunity. I admire the objectives of LAFCo including the promotion of balance between urban growth and preservation of agricultural resources within our communities. I also believe it is important to ensure efficient resources for all Lassen County residents.

Along with my Master's Degree in Business, I have over twenty-five years of professional experience including nonprofit organization establishment as well as business and contractual law. It would be an honor to have the opportunity to utilize this knowledge as needed to serve the Lassen LAFCo Commission.

Thank you for your time and consideration.

Sincerely,

Mandy Smith



October 3, 2020

TO Regional Representatives and Member LAFCOs

FROM Shiva Frentzen, Committee Chair
CALAFCO Election Committee

RE **Election Committee Report for 2020 CALAFCO Board Elections**

In accordance with the CALAFCO Bylaws and Nomination and Election Procedures, the CALAFCO Election Committee has solicited nominations for the regional election of the eight open Director positions on the CALAFCO Board of Directors. The elections will be conducted by e-ballot given there is no in-person Conference this year due to the pandemic.

Attached is a list of the candidates nominated within each of the four regions (Central, Coastal, Northern and Southern) for their respective city, county, special district and public member seats. All terms are two years.

It is imperative that all member LAFCOs in good standing not only provide CALAFCO their voting delegate and email contact address by the time this report is distributed, but also return the ballot by the deadline of 4:00 p.m. (October 21, 2020). No late ballots will be accepted.

The CALAFCO Election Committee has confirmed that all nominations were complete and received by the final filing date of September 22, 2020 at 5:00 p.m. We received nominations for all vacant seats.

The CALAFCO Election Committee is meeting virtually on Thursday, October 22, 2020 at 9:00 a.m. to count the ballots and certify the election. This meeting will be open to all member LAFCOs in good standing and the agenda and meeting access information will be posted on the CALAFCO website in the Members section at www.calafco.org.

Copies of the nomination forms and resumes of all candidates within your region are attached and are posted on the CALAFCO website in the Members section at www.calafco.org. A copy of each regional nomination packet will also be sent to the voting delegates electronically with their e-ballot.

cc: CALAFCO Board of Directors

NOMINATIONS FOR THE 2020 BOARD OF DIRECTORS ELECTIONS

Seat	Nominee	LAFCo
NORTHERN REGION		
City	Blake Inscore*	Del Norte
Public	Josh Susman*	Nevada
CENTRAL REGION		
County	Daron McDaniel	Merced
District	Gay Jones*	Sacramento
	Michael Saunders	El Dorado
COASTAL REGION		
County	Chris Lopez	Monterey
	Linda Parks	Ventura
District	Marshall Ochylski	San Luis Obispo
	Michael McGill*	Contra Costa
	Rachel Lather-Hidalgo	Santa Cruz
SOUTHERN REGION		
City	Cheryl Brothers*	Orange
Public	Derek McGregor	Orange
	David West*	Imperial

* incumbent

LASSEN LOCAL AGENCY FORMATION COMMISSION
Lassen County Fairgrounds Susanville, CA 96130

SPECIAL MEETING
August 10, 2020 - 3:00 p.m.

Meeting was called to order at 3:05 p.m. by Chair Pro-Tem (Commissioner) Teeter.

Staff Present: John Benoit, Executive Officer, Officer and Ruth McElrath, Clerk

Commissioners Schuster, Hemphill and Stafford approve Commissioner Teeter to act as Chair pro tem in absence of Chair Eid and Vice Chair Gallagher.

Approval of Agenda

Motion by Commissioner Stafford, second by Commissioner Schuster to approve the agenda as submitted. Motion carried. Ayes: Stafford, Schuster, Hemphill and Teeter. Absent: Eid and Gallagher.

Election of Chair and Vice Chair for FY 2020-2021 Matter tabled and to be reconsidered when current chair and vice chair are in attendance.

Correspondence: None

Approval of Minutes: Item tabled

Public Comment: None

CONTINUED PUBLIC HEARING: Fire District Service Review (MSR) and Sphere of Influence (SOI)

Mr. Benoit explained the item was continued from the previous meeting since the last meeting, the Lassen County District Attorney issued a report regarding the Standish Litchfield Fire Protection District and wanted the item daylighted so other agencies can see what could happen.

Mr. Benoit continued that he wasn't going to act as a judge on the report and LAFCo doesn't monitor the day-to-day operations of any district. It does, however, look at things like compliance with the Brown Act and Public Records Act, but it does not handle personnel matters.

The report could provide some teeth if the fire district wanted an annexation, because then LAFCo could respond that it couldn't happen until the district gets in order.

Citing the District Attorney's recommendation that the Standish Litchfield Fire Protection District be dissolved, Mr. Benoit explained there are several things that have to happen including a public hearing, and an environmental analysis and the City and County would be paying the costs which would be upward of \$50,000.

Consolidations can work, but both districts' board of directors must agree and pass substantially similar resolutions. A lot of districts, however, don't want to consolidate because a district that is working well may not want to take on a district that is not.

Mr. Benoit stated there are a lot of implications of not being in a fire district such as insurance rates and not being able to divide land. He added that when people call to complain about a board member, he advises them those people are elected and they can elect new members.

He detailed the process of changing an organization, which can be initiated by LAFCo, an effected local agency or a petition of landowners, or registered voters, but it must be determined there is a successor agency.

Commissioner Teeter also commented that each of the special districts have an elected board and that is the final say in how those districts are run. If people are unhappy with the way the district is running, the first and most American recourse is the ballot.

He continued explaining that the largest problems for special fire districts is the amount of revenue that they have doesn't allow them to operate in a professional manner and prohibits them from having a web site or pay for audits.

Public Hearing opened at 3:33 p.m.

Chris Cole, public member, stated the matter is an ongoing criminal investigation and asked the board to keep an eye on the situation.

Commissioner Teeter responded that with the issue being an ongoing criminal matter it is therefore the jurisdiction of the district attorney. He continued that the Board of Supervisors plan to take up the matter, but explained that in dealing with elected bodies, the Supervisors have a limited scope of responsibility and power.

Paul Smith, public member, commented that the board members were appointed and never went through an election process.

Sandy Raffleson, of the Herlong Public Utility District, shared that the California Special Districts Management Authority offers members free ethics and sexual harassment training. She continued that when a board member leaves, the board has a choice to appoint, but that individual must run in the next election. Being part of two special districts, Standish and Herlong, Ms. Raffelson offered her assistance with getting any training done.

Public Hearing continued at 3:43 p.m. to the next LAFCo meeting.

Continue Public Hearing. Policy, Standards and Procedures Update

Mr. Benoit stated that at the last meeting the Commission went through the policies and procedures and he provided a draft Resolution.

Public Hearing opened at 3:44 p.m.

Public Hearing closed at 3:44 p.m.

Motion by Commissioner Hemphill, second by Commissioner Stafford to adopt Resolution 2020-0003. Motion carries. Ayes: Hemphill, Stafford, Schuster and Teeter. Absent: Eid and Gallagher.

Authorize payment of claims:

Motion by Commissioner Hemphill, Second by Commissioner Stafford to authorize payment of claims for June 2020 and July 2020.

Biennial Conflict of Interest Code Review

Mr. Benoit explained the Conflict of Interest code needs to be updated every two years, if necessary. The code was last adopted in 2018 and his recommendation is to authorize him to sign the notice that no changes are necessary and send it to the Clerk of the Board.

Motion by Commissioner Hemphill, second by Commissioner Stafford for executive officer to sign the 2020 biennial notice and send it to the clerk of the board. Motion carries: Ayes: Hemphill, Stafford, Schuster and Teeter. Absent: Eid and Gallagher.

Letters of Opposition to SB 414

Mr. Benoit summarized Senate Bill 414 and stated that it would create another water district and force LAFCo to be involved, but not have any authority. He explained everything would be turned over to the State and that it circumvents LAFCo and will cost the cities, counties and districts that pay for LAFCo a lot of money in the future.

Motion by Commissioner Stafford, second by Commissioner Schuster to approve signing the letter opposing Senate Bill 414. Motion carries. Ayes: Stafford, Schuster, Hemphill and Teeter.

Election for the 2020-021 Calafco Board of Directors

- A. Consider a nomination for a Public Member and a City Member from Lassen LAFCo to represent Calafco Northern District. Mr. Benoit explained Tom Cooley, is a City member on the Plumas County LAFCo and is interested representing the Calafco Northern District.
- B. Authorize the Chair to vote for Northern District representatives on behalf of Lassen LAFCo. Motion by Commissioner Hemphill, second by Commissioner Schuster to Authorize chair Eid to vote on behalf of the Northern District representatives on behalf of Lassen LAFCo.

Executive Officer's Monthly Report Mr. Benoit reported he is working on the service reviews and Sphere of Influences for Leavitt Lake, Stones Bengard and Spalding Community Services Districts.

Commissioner Reports: None

Motion by Kevin Stafford, second by Jeff Hemphill to adjourn at Meeting adjourned at 4:49 p.m.

David Teeter, Commissioner

Approved , Ruth McElrath, Clerk

Lassen Local Agency Formation Commission

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CLAIMS

August 2020 and September 2020

Authorize payment of the following claims:

<u>Date of Claim</u>	<u>Description</u>	<u>Amount</u>
FY 2020-2021 Expenses:		
Oct 1, 2020	August 2020 Staff Services	\$ 4,961.88
Oct 1, 2020	September 2020 Staff Services	\$ 4,259.98
	TOTAL:	\$ 9,221.86

DATED: October 19, 2020

APPROVED: October 19, 2020

**Todd Eid, Chair or Chris Gallagher, Vice-Chair
Lassen Local Agency Formation Commission**

Attest:

**John Benoit
Executive Officer**

2020-2021 Expenditures

Lassen LAFCO

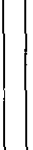
Travel	Training	MSR's	SOI	Mapping	Tech SVCS	File Scan	Fin Svcs	Clerk-City	TOTAL	Total	Contingency
4580	4580	4342	4330	4340	4340	4333	4334	4334	BUDGET	Budget	4451
\$ 1,500.00	\$ 500.00	\$ 14,000.00	\$ 4,000.00	\$ 2,000.00	\$ 5,000.00	\$ 1,722.30	\$ 1,500.00	\$ 1,500.00	\$ 71,345.30	\$ 69,548.30	\$ 6,954.83
		\$ (2,611.25)								(1,423.00)	
		\$ (1,946.88)								(4,679.39)	
		\$ (1,165.00)								(4,961.88)	
										(4,259.98)	

\$ -	\$ -	\$ (5,723.13)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (15,324.25)	
\$ 1,500.00	\$ 500.00	\$ 8,276.87	\$ 4,000.00	\$ 2,000.00	\$ 5,000.00	\$ 1,722.30	\$ 1,500.00	\$ 1,500.00	\$ 71,345.30	\$ 56,021.05	
											\$ 0.00
											\$ 0.00
											\$ 21,541.38
											-\$ 15,324.25
											\$ 6,217.13

2020-2021 Expenditures

Lassen LAFCO

Item	Insurance	Office Expens	copies	Communication:	Postage	Memberships	Legal Svcs	Ex. OFF. Svcs	Brown Act	Publications
Account Number	4521	4610	4550	4530	4641	4830	4310	4331	4332	4540
Total Budgeted	\$ 1,000.00	\$ 250.00	\$ 750.00	\$ 1,000.00	\$ 300.00	\$ 1,423.00	\$ 2,500.00	\$ 30,000.00	\$ 3,500.00	\$ 400.00
Calafco Dues 2019-2020						\$ (1,423.00)		\$ (2,000.00)		
Staff Svcs July 2020			\$ (15.00)	\$ (68.14)				\$ (2,500.00)	\$ (500.00)	
Staff Svcs August 2020			\$ (15.00)	\$ (79.98)				\$ (3,000.00)		
Staff Svcs September 2020										



TOTAL EXPENDED	\$ 1,000.00	\$ 250.00	\$ (30.00)	\$ (148.12)	\$ 300.00	\$ (1,423.00)	\$ 2,500.00	\$ (7,500.00)	\$ (500.00)	\$ 400.00
TOTAL REMAINING	\$ 1,000.00	\$ 250.00	\$ 720.00	\$ 851.88	\$ 300.00	\$	\$ 2,500.00	\$ 22,500.00	\$ 3,000.00	\$ 400.00

INVOICE August 2020

John Benoit

Invoice number: 2020-0081

Invoice date: 1-Oct-20

P.O. Box 2694
 Granite Bay, CA 95746
 Tel: (530) 257-0720
 Fax (530) 797-7631

Vender ID #

Client name: Lassen LAFCO c/o City of Susanville
 Address: 66 North Lassen Street
 City, state, postal code: Susanville, CA 96130-3904

Telephone:
 Fax:
 PO number:

Lafco Staff	Hours		Start / End Date	Amount
John Benoit	42.00	Staff Svcs	August 1-31, 2020	\$4,090.00
Jennifer Stephenson				\$ -
Dennis Miller				0.00
Christy Leighton	8.00			680.00
File Scanning project				
Cheryl Kolb				
MSR and SOI				
	50.00			
Total activity cost:				\$4,770.00

Materials / Other Expenses	Reason / Vendor	Amount
Reproduction Costs	Augst packet copies	\$17.50
Postage		
Phone & Communications	Comm August 2020	\$ 68.28
Office Supplies		
Travel Exp.		
Web Domain		
Clerk	misc admin svcs	106.10
Total materials cost:		\$191.88
Total billing:		\$ 4,961.88

TIMESHEET
for John Benoit

Lassen LAFCO

August 2020

DATE	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
1-Aug-20	LAFCo Packetsfor August 10th	8	\$	680.00	
2-Aug-20	LAFCo Packets for Aug 10th	3	\$	255.00	
3-Aug-20			\$	-	
4-Aug-20			\$	-	
5-Aug-20	MSR and SOI Fire and comm re SLFPD and Co. Co.	4	\$	340.00	
6-Aug-20			\$	-	
7-Aug-20	Meeting prep for Aug 10th lassen LAFCo	5	\$	425.00	
8-Aug-20			\$	-	
9-Aug-20			\$	-	
10-Aug-20	LAFCo meeting	8	\$	600.00	
11-Aug-20	In county	8	\$	600.00	
12-Aug-20	Review GJ report	2	\$	170.00	
13-Aug-20			\$	-	
14-Aug-20	After meeting items Lassen LAFCo	4	\$	340.00	
15-Aug-20			\$	-	
16-Aug-20			\$	-	
17-Aug-20	Admin and Calafco Activities	1.5	\$	127.50	
18-Aug-20	comm re SLFPD	1	\$	85.00	
19-Aug-20	comm re SLFPD misc Co Co	1	\$	85.00	
20-Aug-20			\$	-	
21-Aug-20			\$	-	
22-Aug-20			\$	-	
23-Aug-20	Stones and Spalding MSR and SOI cl	8	\$	680.00	
24-Aug-20			\$	-	
25-Aug-20	webpage & GJ report	1	\$	85.00	
26-Aug-20			\$	-	
27-Aug-20			\$	-	
28-Aug-20	Financials and admin sb	3.5	\$	297.50	
29-Aug-20			\$	-	
30-Aug-20			\$	-	
31-Aug-20			\$	-	
SUBTOTAL					4,700.00
TOTAL					4,700.00

INVOICE September 2020

John Benoit

Invoice number: 2020-0082

P.O. Box 2694
 Granite Bay, CA 95746
 Tel: (530) 257-0720
 Fax (530) 797-7631

Invoice date: 1-Oct-20

Vender ID #

Client name: Lassen LAFCO c/o City of Susanville
 Address: 66 North Lassen Street
 City, state, postal code: Susanville, CA 96130-3904

Telephone:
 Fax:
 PO number:

Lafco Staff	Hours		Start / End Date	Amount
John Benoit	35.00	Staff Svcs	September 1-30, 2020	\$2,975.00
Jennifer Stephenson				\$ -
Dennis Miller				0.00
Christy Leighton	14.00			1,190.00
File Scanning project				
Cheryl Kolb				
MSR and SOI				
	49.00			
Total activity cost:				\$4,165.00

Materials / Other Expenses	Reason / Vendor	Amount
Reproduction Costs	Print and copy	\$15.00
Postage		
Phone & Communications	Comm September 2020	\$ 79.98
Office Supplies		
Travel Exp.		
Web Domain		
Clerk	misc admin svcs	
Total materials cost:		\$94.98
Total billing:		\$ 4,259.98

**TIMESHEET
for John Benoit**

Lassen LAFCO

September 2020

DATE		ACTIVITY	DIRECT EXPENSE	COST	PERIOD	AMOUNT
1-Sep-20						\$ -
2-Sep-20						\$ -
3-Sep-20						\$ -
4-Sep-20		Admin and Financials			4	\$ 340.00
5-Sep-20			ATT			\$ 19.58
6-Sep-20						\$ -
7-Sep-20			Front PH			\$ 38.66
8-Sep-20						\$ -
9-Sep-20		Misc calafco activities and admin general			2	\$ 170.00
10-Sep-20						\$ -
11-Sep-20						\$ -
12-Sep-20						\$ -
13-Sep-20						\$ -
14-Sep-20						\$ 340.00
15-Sep-20		Admin meeting date and time confirm meeting place and GJ report			4	\$ -
16-Sep-20						\$ -
17-Sep-20						\$ -
18-Sep-20		SLFPC MSR and SOI writing updates			8	\$ 680.00
19-Sep-20						\$ -
20-Sep-20						\$ -
21-Sep-20		SLFPC MSR and SOI writing updates and comm with district			2.5	\$ 212.50
22-Sep-20		Levitt Lake CSD			1	\$ 85.00
23-Sep-20		SLFPD comm			2	\$ 170.00
24-Sep-20						\$ -
25-Sep-20		Stones and Spalding MSR and SOI cl and jb writing			7	\$ 595.00
26-Sep-20		Stones and Spalding MSR and SOI writing			7	\$ 595.00
27-Sep-20						\$ -
28-Sep-20		RFI County and SLFPD Grand Jury letters and misc admin conflict form transmittal encore			3.5	\$ 297.50
29-Sep-20		Stones and Spalding MSR and SOI cl and jb writing			8	\$ 680.00
30-Sep-20			print and copy			\$ 15.00
1-Oct-20			wave			\$ 21.74
						\$ -
						\$ -
						\$ -
SUBTOTAL						\$ 2,550.00
TOTAL						\$ 2,550.00

JOINT POWERS AGREEMENT OF CALAVERAS COUNTY FIRE

This Joint Powers Agreement (the "Agreement") is made and entered into in the County of Calaveras, State of California, by and between the CALAVERAS CONSOLIDATED FIRE, ALTAVILLE-MELONES FIRE PROTECTION DISTRICT, CENTRAL CALAVERAS FIRE PROTECTION DISTRICT, COPPEROPOLIS FIRE PROTECTION DISTRICT, WEST POINT FIRE PROTECTION DISTRICT, EBBETTS PASS FIRE PROTECTION DISTRICT, MURPHYS FIRE PROTECTION DISTRICT, SAN ANDREAS FIRE PROTECTION DISTRICT AND MOKELUMNE HILL FIRE PROTECTION DISTRICT, fire protection districts formed and operating pursuant to the provisions of California Health and Safety Code Section 13800 et seq., and a political subdivision of the State of California (hereinafter "Calaveras County Fire Authority"), and together, the "Member Agencies", and any other public agencies in the State of California who may hereafter execute this Joint Powers Agreement and become a Member Agency of this Authority pursuant to the provisions of California Government Code Section 6500 et seq.

RECITALS

WHEREAS, each of the Member Agencies who have executed this Agreement is a "public agency" as that term is defined in Section 6500 of the California Government Code; and

WHEREAS, California Government Code Section 6500 et seq. provides that two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, each of the parties to this Agreement has the power to provide one or more of the following services to the public pursuant to the provisions of California Health and Safety Code Section 13800 et seq.:

- A. Fire protection services.
- B. Rescue services.
- C. Emergency medical services.
- D. Hazardous material emergency response services.
- E. Ambulance services, pursuant to Division 2.5 (commencing with Section 1797).
- F. Adoption and enforcement of a fire prevention code pursuant to HSC 13869 et. seq.
- G. Any other services relating to the protection of lives and property.

These services shall hereinafter be referred to as Fire and Life Safety Protection Services

WHEREAS, there is a need among the Member Agencies for coordinated planning, administration, operation and financing of the provision of Fire and Life Safety Protection Services for the benefit of the public within their respective jurisdictional boundaries in order to obtain the maximum public benefit from the expenditure of public funds by the Member Agencies for such services; and

WHEREAS, the Member Agencies find that consolidating the administration, planning, financing, and provision of Fire and Life Safety Protection Services within their respective jurisdictional boundaries will reduce the duplication of facilities, equipment, labor, administration, materials and supplies, planning, training, and provision of Fire and Life Safety Protection Services; and

WHEREAS, the Member Agencies find that the consolidation and coordination of the provision of Fire and Life Safety Protection Services will provide a higher level of service to the public for less cost that can be achieved by each Member Agency providing such services independently; and

WHEREAS, the Member Agencies desire to form a partnership based on these common goals and policies in order to increase the efficiency in the provision of Fire and Life Safety Protection Services to the public; and

WHEREAS, each of the Member Agencies which are parties to this Agreement desire to join together with other public agencies within Calaveras County who provide similar Fire and Life Safety Protection Services to collectively establish, operate, manage and administer such Fire and Life Safety Protection Services pursuant to the terms of this Agreement; and

WHEREAS, each of the Member Agencies which are parties to this Agreement find it to be to its mutual advantage and in the public benefit to jointly exercise some, any and all powers common to each of them including, but not limited to the provision of

- A. Fire protection services.
- B. Rescue services.
- C. Emergency medical services.
- D. Hazardous material emergency response services.
- E. Ambulance services, pursuant to Division 2.5 (commencing with Section 1797).
- F. Adoption and enforcement of a fire prevention code pursuant to HSC 13869 et. seq.
- G. Any other services relating to the protection of lives and property as permitted pursuant to the Joint Powers Act at California Government Code Section 6500 et seq.; and

WHEREAS, California Health and Safety Code Section 13861(j) authorizes fire protection districts to enter into joint powers agreements pursuant to Government Code Section 6500 et seq.; and

WHEREAS, California Government Code Section 6502 provides that it is not necessary for any power common to the Member Agencies executing this Agreement to be exercisable by each such Member Agency with respect to the geographical area in which such power is to be jointly exercised; and

WHEREAS, it is the desire of the Member Agencies which have executed this Agreement to enter into this Agreement to better define the existence, functions, manner and method of operations of this Joint Powers Authority, and to specify the manner in which a cooperative working relationship can be established to coordinate the efficient delivery of Fire and Life Safety Protection Services to members of the public within Calaveras County; and

WHEREAS, by execution of this Agreement, each Member Agency finds that it is to its mutual advantage and in the best interests of all the Member Agencies executing this Agreement to establish this Joint Powers Authority for the purposes specified herein.

NOW THEREFORE, for and in consideration of the execution of this Agreement by other Agencies, each of the parties hereto does hereby agree as follows:

SECTION 1: PURPOSE

It is the purpose of this Agreement to establish, pursuant to the Joint Exercise of Powers Act, an authority to be known as the CALAVERAS COUNTY FIRE SERVICES JOINT POWERS AUTHORITY (hereinafter the "Calaveras County Fire Authority") for and with the purpose of coordinating and consolidating the administration, operation, management and delivery of some, any and /or all the following Fire and Life Safety Protection Services:

- A. Fire protection services.
- B. Rescue services.
- C. Emergency medical services.
- D. Hazardous material emergency response services.
- E. Ambulance services, pursuant to Division 2.5 (commencing with Section 1797).
- F. Adoption and enforcement of a fire prevention code pursuant to HSC 13869 et. seq.
- G. Any other services relating to the protection of lives and property.

The Calaveras County Fire Authority believes these agreements and practices are for the benefit of the public within the respective jurisdictional boundaries of each Member Agency who executes this Agreement and becomes a Member Agency of the Authority. This Agreement is entered into by each Member Agency in order to jointly fund, administer, operate and manage the delivery of such services. It the further purpose of this Agreement to make more efficient use of the common powers of participating Member Agencies to provide such Fire and Life Safety Protection Services to the public in order to increase the efficiency of the delivery of such services and decrease the costs of providing such services to the public.

To achieve such purposes, the Authority and its participating Member Agencies who have executed this Agreement are hereby granted the authority to enter into agreements with themselves and other third parties that specifically govern and define their respective rights, obligations, duties and entitlements related to the planning, administration, operation, financing and delivery of such Fire and Life Safety Protection Services. These purposes shall be accomplished through a joint exercise of powers by said Member Agencies pursuant to the terms and conditions of this Agreement which

creates a separate Joint Powers Authority known as the Calaveras County Fire Services Joint Powers Authority.

SECTION 2: OBJECTIVES

The Calaveras County Fire Authority explicitly recognizes and desires to solidify and memorialize certain past practices and agreements that the member agencies have with the County of Calaveras. Memorializing these agreements and past practices and building future collaborations is the explicit primary purpose of the formation of this joint Powers Agreement.

These agreements and past practices include the following:

1. Calaveras County allocates 10% of monies received pursuant to Proposition 172 to the Calaveras County Fire Agencies. As Proposition 172 was intended fund Public Safety, the Calaveras County Fire Authority believes that this is the minimum level of acceptable funding to maintain Fire Protection in Calaveras County.
2. Calaveras County allocates 25% of monies received from the Transient Occupancy Tax to the Fire Agencies in the County (excluding the City of Angels Camp). Transient Occupancy taxes help offset the costs of providing services to visitors to Calaveras County. Tourism is a critical industry in Calaveras County, and the members of the Calaveras County Fire Authority believe this allocation is critical in maintaining quality fire protection services and support the tourism industry in Calaveras County.
3. Calaveras County collects Water Enhancement Fees and the Calaveras County Fire Authority desires to ensure that these funds continue to be allocated to the provision of water for fire suppression, including the water tender program. The Ordinance establishing this funding needs to be reviewed and updated and a purpose of this agreement is to ensure that this is completed and represents the interests of the Calaveras County Fire Authority.
4. As a result of the reorganization of Fire Protection Services in Calaveras County, the Fire Protection Districts assumed responsibility for providing EMS and fire protection services. Providing Emergency Dispatch Services and a County Fire Marshal (fire inspections, plans review, and fire code enforcement, etc.) remained the responsibility of Calaveras County, with the agreement that the Fire Districts would be consulted on matters of mutual interest. The County of Calaveras also retained responsibility for funding the provision of emergency dispatch services. The Calaveras County Fire Authority desires to establish a mechanism wherein these matters of mutual interest could be addressed in a consistent manner and public safety related issues to fire protection matters in Calaveras County would be addressed.

SECTION 3: CREATION OF JOINT POWERS AUTHORITY

Pursuant to Section 6500 et seq. of the California Government Code, there is hereby created a public entity separate and apart from the parties hereto, to be known as the Calaveras County Fire Services Joint Powers Authority (the "Calaveras County Fire Authority"). A notice of this Agreement

shall be filed with the Secretary of State within 30 days after the effective date as required by Government Code Section 6503.5.

SECTION 4: MEMBERSHIP

Each Member Agency which is a party to this Agreement must be a public agency which is duly organized and existing under the laws of the State of California with the power to provide at least one of the following services:

- A. Fire protection services.
- B. Rescue services.
- C. Emergency medical services.
- D. Hazardous material emergency response services.
- E. Ambulance services, pursuant to Division 2.5 (commencing with Section 1797).
- F. Adoption and enforcement of a fire prevention code pursuant to HSC 13869 et. seq.
- G. Any other services relating to the protection of lives and property.

within the geographical area comprising Calaveras County. Each Member Agency must be approved for participation in the Authority in the manner provided in the Bylaws of the Authority.

SECTION 5: PARTIES TO AGREEMENT

Each Member Agency which has signed this Agreement certifies that it intends to and does contract with the Authority, and with all other Member Agencies who have signed this Agreement, and, in addition, with each Member Agency which may later be added as a party to and may sign this Agreement. Each Member Agency which has or may hereafter sign this Agreement also certifies that the deletion of any Member Agency from this Agreement by voluntary withdrawal, involuntary termination, or otherwise, shall not affect this Agreement nor each Member Agency's intent to contract as described above with the then remaining Member Agencies.

SECTION 6: TERM OF AGREEMENT

After becoming effective upon the execution of this Agreement by all participating parties as the initial signatory Member Agencies who have been admitted to membership in the Authority, this Agreement shall continue thereafter until terminated as provided herein. This Agreement shall become effective as to each initial signatory Agency of the Authority upon the date of its execution by such Member Agencies; and shall become effective as to Member Agencies who later execute this Agreement upon approval of each Member Agency's membership by the Board of Directors of the Authority, execution of this Agreement by such Member Agency and by the Authority, and by payment by each Member Agency of any initial contributions required for participation in the coordinated and consolidated programs and services offered by the Authority for the benefit of the public.

SECTION 7: POWERS OF THE AUTHORITY

The Authority shall have all the powers common to its participating Member Agencies and all additional powers set forth in the Joint Powers Authority Act relating to the creation, establishment, financing, use, operation, administration, management and delivery of

- A. Fire protection services.
- B. Rescue services.
- C. Emergency medical services.
- D. Hazardous material emergency response services.
- E. Ambulance services, pursuant to Division 2.5 (commencing with Section 1797).
- F. Adoption and enforcement of a fire prevention code pursuant to HSC 13869 et. seq.
- G. Any other services relating to the protection of lives and property for the benefit of the public located within the jurisdictional boundaries of any of the participating Member Agencies.

This Joint Powers Authority hereby is authorized to do all acts necessary for the exercise of said common powers, including, but not limited to, any or all of the following:

- A. to make and enter into contracts;
- B. to employ agents and employees and/or to contract for services from third parties;
- C. to incur debts, liabilities and obligations;
- D. to acquire property by gift, grant, exchange, devise, or purchase;
- E. to hold, lease, convey, sell, encumber, or dispose of property;
- F. to acquire, construct, manage, maintain or operate any building, works, equipment, or improvements;
- G. to sue and to be sued in its own name;
- H. to receive monetary contributions and donations of property, funds, labor, services, equipment, apparatus, and other forms of assistance from Member Agencies, or from other persons, firms, corporations and other governmental entities;
- I. to receive contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations, and other governmental entities;
- J. to issue or caused to be issued bonded and other indebtedness, and pledge any property or revenues as security to the extent permitted by law by Articles 2 and 4, Chapter 5, Division 7, Title 1 of the Government Code or otherwise including, but not limited to, bonds or other evidences of indebtedness issued on behalf of the Authority or its member Agencies;
- K. obtain in its own name all necessary permits, licenses, certifications, authorizations, opinions and rulings;
- L. whenever necessary to facilitate the exercise of its powers, to form and administer nonprofit corporations to perform one or more of the functions which the Authority is empowered to perform, or to perform any other proper corporate function, and to enter into agreements with such nonprofit corporations;
- M. exercise all powers incidental, necessary and proper to carry out the terms and provisions of this Agreement.

SECTION 8: BOARD OF DIRECTORS

All powers of the Authority shall be exercised by and through its Board of Directors. Said Board of Directors is hereby designated as the agency to administer and execute this Agreement pursuant to Government Code Section 6506. The Board of Directors shall be composed of the Chief Executive Officer and one designated member who shall be a Board member or Officer of the member agency. Each member agency shall also designate an alternate who shall be a Board member or Officer of the member agency.

Each member agency who has at least one member present at a meeting shall have one vote on any matters put to vote by the Authority, regardless of the number of Directors present at any meeting where a vote is held. The Board of Directors shall have the authority to conduct all business and govern all the affairs of this Joint Powers Authority under the provisions hereof and pursuant to law and shall have such powers and functions as are provided for herein, in the Bylaws, or by law.

SECTION 9: POWERS OF THE BOARD OF DIRECTORS

The Board of Directors shall have the following powers:

- A. Exercise all powers and conduct all business of this Joint Powers Authority.
- B. Determine the manner and method of providing the Fire and Life Safety Protection Services authorized by this Agreement including but not limited to: (1) any contributions from the treasuries of the Member Agencies required to provide the Fire and Life Safety Protection Services authorized by this Agreement; (2) determine the amount and method of payment of public funds which may be made by the Member Agencies to defray the costs of providing such services; and (3) provide for the advancement of public funds on behalf of one or more Member Agencies to the Authority in order to facilitate the provision of services authorized by this Agreement and to determine the manner and method by which such advances will be repaid; and (4) determine the manner, method and procedure by which personnel, equipment, apparatus, or property of one or more of the Member Agencies may be loaned to the Authority in lieu of monetary contributions or advances of funds from the treasuries of such Member Agencies.
- C. Contract for various services to be provided to the Authority including, but not limited to, legal services, accountancy services, auditing services, capital improvement and equipment financing services, risk management services, and special tax, assessment and fee development services.
- D. Appoint committees; appoint staff or designate staff from Member Agencies to provide services on behalf of the Authority; and employ such persons as the Board of Directors deems necessary for the administration of this Joint Powers Authority and the effective provision of services by this Joint Powers Authority, or alternatively designate employees of Member Agencies to perform such services on behalf of the Authority.

- E. Determine and purchase all necessary insurance coverage to protect the District and its funds in the delivery of Fire and Life Safety Protection Services by the Authority.
- F. Determine and collect contributions and/or advances of public funds from the treasuries of Member Agencies or determine the manner and method of donation of personnel, equipment, apparatus or property by one or more of the Member Agencies to the Authority in consideration for participation in the consolidated delivery of fire suppression and emergency medical and rescue services by the Member Agencies of the Authority.
- G. Deposit all funds received by the Authority in separate bank accounts in the name of the Authority.
- H. Invest funds on hand in any manner authorized by law for the investment of funds of a public agency.
- I. Direct the payment, adjustment, and defense of all claims filed by third parties which allege liability of Member Agencies of the Authority during the period of their membership in and participation in the Authority.
- J. Expend funds of the Authority only for the purpose of carrying out the provisions of the Joint Powers Agreement and the Bylaws as they now exist or may hereafter be amended.
- K. Purchase liability insurance, directors and officers liability insurance, and such other insurance as the Board of Directors may deem necessary or proper in order to protect the Authority, its employees and the Member Agencies and their personnel.
- L. Obtain a fidelity bond in such amount as the Board of Directors may determine for any person or persons who have charge of or the authority to expend funds of the Authority.
- M. Acquire property, equipment, apparatus, and/or materials and supplies by gift, grant, exchange, lease, devise, or purchase; or hold, lease, convey, sell, encumber, or dispose of all such property, equipment, apparatus, and/or materials and supplies necessary or appropriate to carry out the powers and operations of the Authority.
- N. Establish bylaws as well as policies and procedures for the operation and administration of the Authority.
- O. Enter into any and all contracts or agreements necessary or appropriate to carry out the purposes and functions of the Authority.

SECTION 10: RESTRICTIONS ON POWER

Such powers enumerated in Section 6 hereof are subject to the restrictions upon the manner of exercising power by a Fire Protection District formed and operating pursuant to the provisions of Health and Safety Code Section 13800 et seq. or its successor, pursuant to California Government Code Section 6509. Within the jurisdiction of each member agency, the member agency may choose to opt in or out of the exercise of any power specified in Section 6.

SECTION 11: ADMINISTRATIVE SERVICES

Pursuant to California Government Code Section 6506, under the direction of the Board of Directors of the Authority, Officers shall be elected pursuant to the ByLaws of the Authority and shall provide all administrative services to the Authority under the direction of the Board of Directors of the Authority on a continuing basis.

SECTION 12: BYLAWS

Once formed, the Authority, shall adopt ByLaws. Each party to this Agreement by the execution hereof agrees to be bound by and to comply with all the terms and conditions of this Agreement and of said Bylaws as adopted or amended. The Authority shall operate and conduct its business and affairs pursuant to the terms of this Agreement and said Bylaws.

SECTION 13: WITHDRAWAL OR INVOLUNTARY TERMINATION

Any Member Agency may voluntarily withdraw from membership in the Authority as provided in the Bylaws; or a Member Agency may be involuntarily terminated from membership in the Authority as provided in the Bylaws. Such withdrawal by or involuntary termination of a Member Agency shall not terminate this Agreement as to the remaining Member Agencies or the existence of the Authority. Said withdrawing or terminated Member Agency shall remain subject to any and all outstanding obligations arising out of any agreements to which said withdrawn or terminated Member Agency is a signatory.

SECTION 14: TERMINATION OF AUTHORITY

The Authority may be terminated at any time upon the agreement of all of the then participating Member Agencies, provided, however, that the Authority shall continue to exist for the purpose of disposing of all claims, distribution of all assets, and all other functions necessary to wind up the affairs of the Authority. Upon termination, and after making proper provisions for the winding up of the affairs of the Authority, the Authority shall pay to the then participating Member Agencies their pro rata share of the net assets of the Authority pursuant to the provisions of the Bylaws.

SECTION 15: AMENDMENTS

This Joint Powers Agreement may be amended by an amendment in writing signed by all of the Member Agencies then parties to this Agreement. Upon signature of any amendment by all of the then participating Member Agencies, any Member Agency failing or refusing to sign such amendment may be involuntarily terminated as a party to this Agreement as provided in the Bylaws.

SECTION 16: ENFORCEMENT

The Authority is hereby granted authority to enforce this Agreement. In the event action is instituted to enforce any term of this Agreement or any term of the Bylaws against any Member Agency which has signed this Agreement, the Member Agency agrees to pay such sums as the court may fix as attorneys fees and costs incurred by the Authority in enforcing this Agreement in said action.

SECTION 17: NON-LIABILITY OF MEMBER AGENCIES

Pursuant to Government Code Section 6508.1, the debts, liabilities and obligations of the Authority shall not be the debts, liabilities or obligations of the Member Agencies which are parties to the Joint Powers Agreement, unless assumed in a particular case by resolution of the legislative body of a participating Member Agency.

SECTION 18: NON-LIABILITY OF DIRECTORS, OFFICERS, ADMINISTRATOR, AGENTS AND EMPLOYEES

The Authority and its directors, officers, administrator, agents, and employees shall not be liable to the Authority, to any participating member Agency, or to any other person for any actual or alleged breach of duty, mistake of judgment, neglect, error, misstatement, misleading statement, or any other act or omission in the performance of their duties hereunder; for any action taken or admitted by any director, officer, administrator, agent, or employee, for loss incurred through the investment or failure to invest funds; or loss attributable to any failure or omission to procure or maintain insurance; except in the event of fraud, gross negligence, or intentional misconduct of such director, officer, administrator, agent, or employee. No director, officer, administrator, agent, or employee shall be liable for any action taken or omitted by any other director, officer, administrator, agent, or employee.

SECTION 19: INDEMNIFICATION OF BOARD OF DIRECTORS, OFFICERS, ADMINISTRATOR, AGENTS, AND EMPLOYEES

As a public entity, the Authority shall defend and shall indemnify and hold harmless its directors, officers, administrator, agents, and employees against any claim or action arising out of any act or omission occurring within the scope of employment for Authority pursuant to the provisions of Division 3.6, Title 1, of the California Government Code, commencing at Government Code Section 810. The Authority may purchase insurance to provide coverage for acts or omissions of its directors, officers, administrator, agents and employees, pursuant to the Authority bylaws.

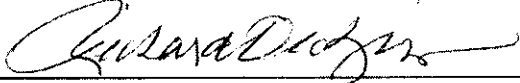
SECTION 20: MISCELLANEOUS PROVISIONS

- A. This Agreement shall bind and inure to the successors in interest of the Authority and to the successors in interest of each participating Member Agency in the same manner as if such parties had been expressly named herein.
- B. This Agreement shall be governed by the laws of the State of California. This Agreement together with the documents incorporated into the Agreement by reference constitute the entire Agreement between the parties regarding its subject matter. If any provisions in this Agreement are held by any court to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall nevertheless continue in full force and effect.

SECTION 21: EXECUTION IN COUNTERPARTS

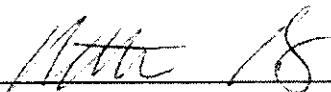
This Agreement may be executed in one or more counterparts and shall be as fully effective as though executed in one document.

CALAVERAS CONSOLIDATED FIRE

By: 

Date: 3/4/2020

ALTAVILLE-MELONES FIRE PROTECTION DISTRICT

By: 

Date: 3-4-20

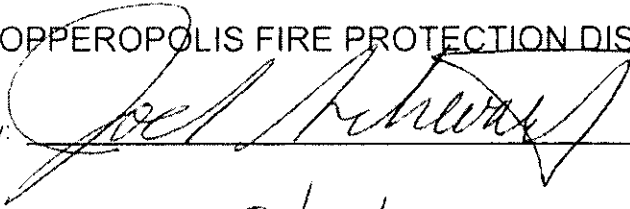
CENTRAL CALAVERAS FIRE PROTECTION DISTRICT

By: 

3/4/2020

COPPEROPOLIS FIRE PROTECTION DISTRICT

By:

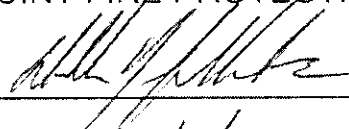


Date:

3/4/20

WEST POINT FIRE PROTECTION DISTRICT

By:

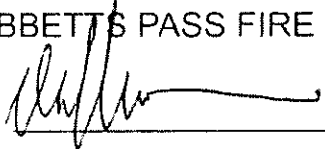


Date:

3/4/20

EBBETTS PASS FIRE PROTECTION DISTRICT

By:

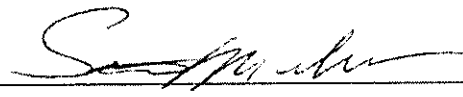


Date:

3/4/20

MURPHYS FIRE PROTECTION DISTRICT

By:

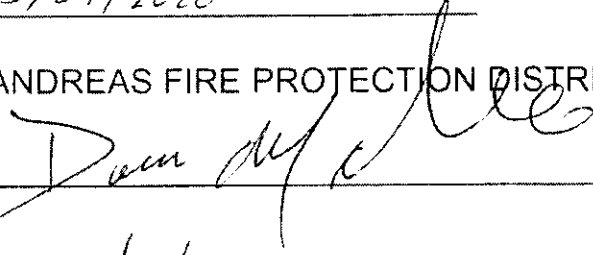


Date:

3/04/2020

SAN ANDREAS FIRE PROTECTION DISTRICT

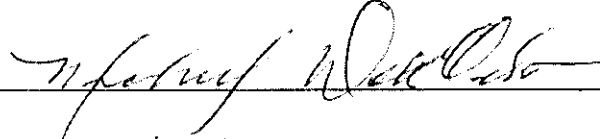
By:



Date:

3/4/2020

MOKELUMNE HILL FIRE PROTECTION DISTRICT

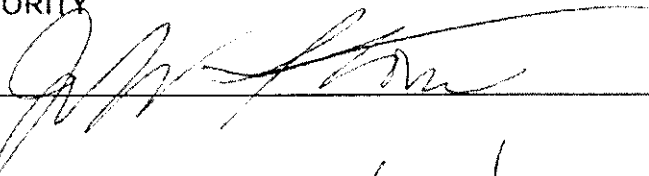
By: 

Date: 3/4/2020

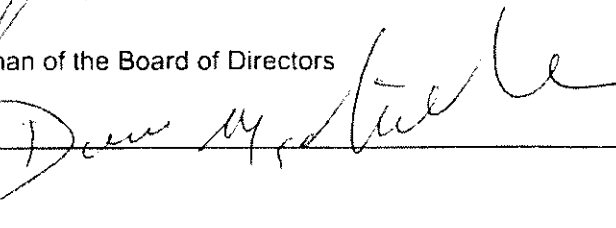
EXECUTION BY AUTHORITY

The Authority (the Joint Powers Authority created by this Joint Powers Agreement), hereby executes this Agreement and accepts the Agencies named above as a Member Agencies in the Authority subject to all the terms and conditions set forth in this Joint Powers Agreement and in the Bylaws, effective on 3/4, 2020.

AUTHORITY

By: 

Chairman of the Board of Directors

By: 

Secretary of the Board of Directors

Local Agency Formation Commissions
Law, Policy and Practice

Lassen Local Agency Formation Commission
October 2020

LAFCO's Function

Implement State Policy on Local Agency Boundaries

LAFCO's Oversee --

- Creation of New Agencies
- Boundary Changes
- District Services - addition or divestiture of powers
- Extensions of Services Outside Agency Boundaries

Why LAFCOs Came About

Post World War II population and housing boom in California led to:

- Scramble to finance and extend services
- City annexation "wars," and proliferation of limited purpose special districts

In 1959, the Governor's Commission on Metropolitan Area Problems was established and issued a report identifying problems and outlining recommendations.

ACTION

Lofty Goals -- Legislative Direction

From: California Legislature
 To: LAFCO

- Promote Orderly Growth and Development
- Discourage Urban Sprawl
- Preserve Open Space and Prime Agricultural Lands
- Efficient Extension of Government Services

PS - Also consider Provision of Housing for Persons and Families of All incomes, as well as environmental justice, adequate water and Regional Transportation Plans, disadvantaged communities, fire hazards

What the Courts have said

- LAFCO is engaged in the pursuit of an overriding State purpose
- State laws fully occupy the field. Direction comes from the legislature
- LAFCO is quasi-legislative; limited legal challenge to LAFCO decisions
- LAFCO is independent, not part of County or City Government
- LAFCO is the 'Legislature's watch dog' for governmental efficiency
- Cannot directly regulate land use, but must consider the impacts of land use in its determinations
- LAFCO appoints an Executive Officer to conduct its day to day business

What Grand Juries have said...

LAFCO "was created by State Legislation to provide guidance and a legal check..... and has ultimate authority to approve, condition or deny each project"

"LAFCO has a limited parameter of responsibility, but within that realm, has enormous power"

"We see such authority causing inherent and perhaps necessary resentment, even animosity"

"...we see both institutions are working for a better County"

Legislative History

- 1963 – LAFCOs were Created
- 1965 – District Reorganization Act; Knox-Nisbet Act
- 1977 - Municipal Organization Act (MORGA) on city procedures
- 1983 - Deadlines to prepare spheres – LAFCOs must now plan
- 1985 - Cortese-Knox Local Government Reorganization Act
- 1993 - AB 1335 (Golch) – Several reforms
 - LAFCO can initiate certain types of changes
 - LAFCO can waive conducting authority hearings
 - Easier to seat special districts on LAFCO
- 2000 - AB 2838 (Hertzberg) – More reforms
 - Broaden LAFCO funding – not just the County anymore
 - LAFCO is the conducting authority for boundary changes
 - Require periodic (5-year) sphere of influence updates
 - Require Municipal Service Reviews to update spheres
 - Requires city/county discussion re city sphere expansions
 - Require cities to pre-zone land
 - Add new LAFCO factors – water supply, regional housing

LAFCO Today ...



Balanced Interests – Independent Judgment

- 2 County Supervisors
- 2 City Council Members
- 1 public member
- 2 Special District members (in 30 of the 58 LAFCOs)
- One alternate member in each category



*All commission members shall exercise their independent judgment on behalf of the interests of residents, property owners and the public as a whole ...
(Government Code Section 56325.1)*

LAFCOs Are Independent

- Commissioners make final decisions
- Adopt local policies reflecting unique local circumstances
- Decisions cannot be appealed to other administrative bodies
- Executive Officer accountable only to Commission and statutes

LAFCO is subject to the Political Reform Act

- Annual filing of assets (700 forms) and campaign contributions is required, plus
- Automatic disqualification from decisions related to entitlements for use

LAFCO Staffing

- LAFCO provides for its own quarters, equipment, supplies and personnel.
- LAFCO appoints an Executive Officer to conduct the day-to-day business and make recommendations on proposals
- LAFCO appoints a Legal Counsel
- LAFCO may either contract for staff services or have employees directly accountable to LAFCO

LAFCO Funding & Budget

- LAFCO must adopt a budget for each fiscal year (proposed budget by May 1st and final budget by June 15th)
- LAFCO is funded by the County, cities and special districts in equal thirds, or the Cities and the County in halves (in some cases)
- Authorized to charge fees to help offset expenses
- To reduce a LAFCO budget from previous fiscal year, The Commission must make a specific finding that it can complete its program with reduced funding

LAFCO Authority and Jurisdiction

- LAFCOs have broad authority to conditionally approve any proposal for a change of organization, reorganization, or sphere of influence.
- LAFCOs have this authority so they may effectuate the important policies LAFCOs are charged with protecting.
- LAFCO loses jurisdiction when a Certificate of Completion is recorded.

Laws and Procedures

- **State Law:** LAFCO actions are governed by the Cortese Knox Hertzberg Act of 2001.
- Other state laws such as CEQA
- **Local Policies:** Lassen LAFCO adopted additional Policies, Standards and Procedures (last updated in 2020).

As a Planning Agency LAFCO

- Prepares Municipal Service Reviews which examine public services
- Develops and updates Spheres of Influence for cities and districts
- Works cooperatively with public and private agencies and interests on growth, preservation and service delivery

As a Regulatory Agency LAFCO

- Considers modification of existing agencies and creation of new ones
- Can approve boundary changes if consistent with Spheres of Influence
- Controls extension of public services
- Is prohibited from directly regulating how land is used, however LAFCO must consider impacts of land use when making its determinations

CEQA Applies to LAFCO

- **Bozong decision:** LAFCO approvals are "projects" under CEQA
- LAFCOs are generally Responsible Agencies (using Lead Agency Environmental Documents) If Environmental Documents are not circulated to LAFCO by a Lead Agency or are inadequate, guideline section 15052 requires the Commission to assume lead agency status and prepare a new environmental document. If the Commission deems a lead agency's document is not adequate for its use, LAFCO may... take the issue to court within 30 days, be deemed to have waived any objection, assume lead agency or prepare a subsequent EIR, if permissible (10000) HOWEVER, if the circumstances of the project has changed. ???
- Categorical exemptions are tailored to LAFCO actions - Classes 19 and 20
- LAFCOs sometimes act as Lead Agencies (e.g., spheres of influence)

Spheres of Influence

- Commission shall, as necessary, review and update each agency's sphere every five years.
- A Sphere is defined as the "probable physical boundaries and service area of a local agency, as determined by the Commission".
- Since LAFCO cannot directly initiate most types of reorganizations, LAFCO signals its policy recommendations to local agencies and the public when updating spheres.
- LAFCO considers five factors when determining the sphere of an agency:
 - Present and Planned Land Use
 - Disadvantaged Unincorporated Communities
 - Present and Probable Need for Services and Facilities
 - Service and Facility Capacity
 - Relevant Social and Economic Communities of Interest
- In order to update a Sphere of Influence, a Municipal Service Review is necessary

Sphere of Influence Case Study

Zero Sphere: LAFCO recommends dissolution

Reclamation District No. 2121 (Contra Costa)

Problems identified in MSR:

- inactive
- does not participate in the State levee subvention program
- does not file financial reports with the State Controller
- no adjacent districts are in a position to assume services for RD 2121; therefore, consolidation is not feasible

Solution:

- Contra Costa LAFCO recently updated the District's sphere to be a zero SOI
- A zero sphere means that zero territory is within the SOI
- This means the district should be dissolved
- LAFCO may now dissolve the District

Sphere of Influence Case Study

Detachable Sphere: LAFCO recommends detachment

Contra Costa Fire Protection District

Problems identified in MSR:

- The fire district serves a finger of territory that extends into the City of San Pablo. Serving the area is expensive and inefficient for the fire district.
- San Pablo has an extensive redevelopment project such that very little revenue was flowing to the fire district. The lack of revenue stood in the way of the logical service provider accepting the responsibility.

Solution:

- Contra Costa LAFCO recently updated the District's SOI to be a detachable SOI.
- A detachable SOI means that certain territory within District bounds is excluded from the sphere.
- This means that portions of the district should be detached.
- LAFCO is not empowered to initiate detachment, but recommended that it would like detachment to be proposed.

Sphere of Influence Case Study

Annexable Sphere: LAFCO recommends annexation

Contra Costa Fire Protection District

Problems identified in MSR:

- In the eastern portion of the County, the District was the primary and first-in service provider to territory within the bounds of another fire district.

Solution:

- Contra Costa LAFCO recently updated the District's SOI to be an annexable SOI.
- An annexable SOI means that certain territory outside District bounds is included in the sphere.
- This means that areas should be annexed to the District.
- LAFCO is not empowered to initiate annexation, but has recommended to the affected agencies and the public that it would like annexation to be proposed.

Basic Procedures for a Change of Organization

Changes of Organization

- Annexation or Detachment
- Formation a new district or Incorporation of new city
- Disincorporation of city or Dissolution of district
- Consolidation of cities or districts
- Merger of district into a city
- Create subsidiary district, i.e., city governs a district
- Exercise of new or different functions or classes of services by special district, i.e. latent power
- Reorganization combines two or more changes of organization into one proceeding
- LAFCO does not form JPA's or Mutual Water Companies.

Step 1 - Application to LAFCO

Application Contents:

- Resolution of Application (from an agency) or a Petition (from a voter or landowner)
- Plan for Services and proposal justification required: including financial information and services to be provided and why?
- Application, map and metes and bounds description per LAFCO standards
- Property tax agreement if required per Revenue & Taxation Code 99 or 99.01 (This process can take up to 145 days! - LAFCO may not set a hearing until there is an approved agreement)
- Pre-zoning Ordinance (for city annexations)
- Environmental Document (EIR, Negative Declaration, or Notice of Exemption)
- LAFCO fee and/or deposit, and BOE fees, as applicable.

Step 2 - LAFCO Review

- Accept application (must include *Resolution of Application* from an affected agency or *Petition of Voters or Landowners*)
- Staff review of application and supporting materials, including plan for service, maps, legal descriptions, CEQA documentation, etc.
- Certificate of Filing issued when documentation is deemed complete (90 day clock starts running)
- Public notice of LAFCO hearing (21 day notice)
- Executive Officer's report & recommendation distributed (6 days prior to hearing)
- Conducting Authority Proceedings (Protest Proceedings)

Step 3 - Commission Decision

- Commission reviews and approves or denies
 - Terms and Conditions are permitted
- LAFCO determines the effective date
- CEQA determination
- Reconsideration of a LAFCO decision
- Effect of LAFCO denial - One year waiting period
- Proceedings lapse a year from LAFCO decision if not completed or extended

Step 4 - Protest Hearing, if needed

- No hearing is required in some instances
 - For uninhabited annexations with total landowner consent
 - For inhabited annexations if all voters and owners have rec'd written notice and none have submitted written objections
- Special provisions for "island" annexations
- Protest hearing notices -- publish, post, mail
- May delegate conduct of hearing to Executive Officer

Step 5 - Outcome of Hearing

- Number of protests determines outcome
 - Terminate if majority protest
 - Order change subject to election (only for inhabited territory- 12 or more registered voters) if protest threshold is reached
 - Order the change without an election
- LAFCO order confirms results of hearing

Step 6 - Election, if Required

- Only County or a city conducts elections
- Where is the election held?
- Regular election v. mailed ballots
- Vote results -- Majority needed? Two thirds?
- Election expenses -- who pays?

Step 7 – Administrative Filing

- LAFCO staff records Certification of Completion (including resolution and map)
- LAFCO staff files Statement of Boundary Change with State Board of Equalization and County Assessor and Auditor
- LAFCO staff notifies affected agencies and interested parties

LAFCO Considerations

What factors does the Commission look at when it reviews a proposal?

- Logical progression of boundaries
- Adequate agency service capacity
- Need for services
- Fiscal issues
- Impacts on other agencies
- Compliance with statute and policy
- Public comments
- Consistency with the appropriate General Plan

Case Study

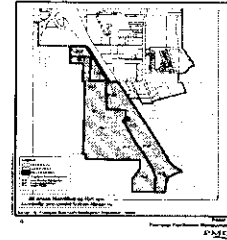
Annexation – Adamson Annexation

- A residential/commercial development project for The City of Lakeport.
- The project area was not within the City's boundaries and in the only annexable location for the City to expand
- City prepared the environmental analysis, approved the project, pre-zoned the project area, and applied to LAFCO on behalf of multiple landowners
- LAFCO reviewed and commented on the City's environmental document during the process
- Just days prior to the LAFCO Hearing, the RWQCB issued a Cease and Desist Order and Connection Ban. LAFCO found the City had not demonstrated that it had capacity to provide essential wastewater treatment services to the annexation area and denied the annexation
- Upon clarification of the wastewater issues between the RWQCB and the City, LAFCO again considered the annexation due to receiving additional permitted capacity

Adamson Annexation

Residential/Commercial

Water: from wells to City Water
 Sewer: septic systems to City
 Wastewater system:
 Fire and Emergency Response:
 Lakeport County FPD



Thirty Parcels:
 148.67 Acres

Objectives:
 Entire area annexed to the City
 of Lakeport

Fire and EMS continues with
 Lakeport County FPD

Detach from LACOSAN

Conditions of Approval for Adamson

- Lifting of the RWQCB Connection Ban/Cease and Desist Order
- Detachment from LACOSAN
- Assumption of City Fees and assessments within the Annexed territory
- A waiver of protest proceedings was allowed.
- LAFCO adopted the findings and mitigation measures contained in the City's Environmental Review
- Approval was conditioned upon the applicant's obligation to indemnify LAFCO.

Case Study

Consolidation – Nice CSD, Lucerne Park and Recreation, Clearlake Oaks Fire, and Upper Lake Fire Protection District

- Consolidation of four fire and EMS agencies to provide fire and EMS as one unified agency
- New legislation had recently passed authorizing a consolidation of agencies formed under different principal Acts.
- There were concerns over cost-effectiveness, administration and level of service
- The four agencies formed the Northshore Fire Protection Authority to examine the possibility of combining administrative and operational activities under a single administrative unit.
- Over a three-year trial period issues such as implementation of services, standardization of services, and an application process to LAFCO.

The Districts jointly applied for a *consolidation* to form the Northshore Fire Protection District

Approved by LAFCO in 2006
LAFCO Conditions of Approval Included:

- Transfer of fire service responsibilities and resources from the Districts to NFPD
- Employees to become Employees of the NFPD - retention of rights
- Dissolution of the four districts
- Revenue - Respect historical distribution of funds- Benefit Zones

LAFCO Process

- Commission Can Approve, Condition, or Deny
- Commission has broad authority to develop conditions
- Some Projects – new Cities or Districts – are subject to Election
- Any Project is subject to Election if there is Significant Protest of Landowners or Residents

Conclusion

LAFCO's Function is:

- Quasi-Legislative
- Balances Competing Interests
- Decisions Must be Consistent with Policies
- Broad Discretion – Limited Jurisdiction
- Planning Responsibilities: Spheres and Service Reviews
- LAFCO acts as an independent referee among agencies, and is distinct from a city/county or special district
- All of LAFCO processes are public