

**Colusa Local Agency Formation Commission**

**Regular Meeting Agenda**

**Thursday – May 2, 2024**

**Board of Supervisors Chambers  
546 Jay Street  
Colusa, CA.**

**3:00 PM**

**1. Call to Order/Roll Call  
Commissioners**

Katherin Dunlap, (Vice-Chair  
Williams, City)  
Janice Bell (County)  
Greg Ponciano (Chair, Colusa, City)  
Merced Corona (County)  
Brandon Ash (Public)

**Alternates**

Ryan Codorniz (City Alternate)  
John Loudon, (Public Member Alternate)  
Kent Boes (County)

**Staff**

Paige Hensley, Clerk  
John Benoit, Executive Officer  
P. Scott Browne, Legal Counsel

**2. Approval of the February 1st, 2024 and March 21, 2024 meeting minutes**

Action:

- a. *Approve minutes from the Feb 1, 2024 LAFCo meeting*
- b. *Approve March 21, 2024 LAFCo meeting*

**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**

Action:

- a. Payment of claims for the month of April 2024.

**5. Correspondence:**

## Public Hearing

### 6. Public Hearing regarding LAFCo's 2024-2025 Final Budget

- a. Receive Executive Officer's Report
- b. Hold Budget Discussion and consider Resolution 2024-0004

### 7. Agreement for Executive Officer and Staff services

- a. Consider agreement with Larkyn Feiler for Executive Officer and Staff Services
- b. Appoint Larkyn Feiler as the Colusa LAFCo Executive Officer effective July 1, 2024.
- c. Authorize Larkyn Feiler to handle LAFCo's financials and sign warrants effective July 1, 2024.
- d. Consider sixth amended contract with John Benoit regarding transition services to a new LAFCo Executive Officer.

### 8. Executive Officer's Report:

*Calafco Annual Conference Teneya Lodge Fish Camp Oct 16-18, 2024  
Colusa Basin Drainage District MSR - SOI Status  
Projects: Cortina CSD Divestiture, City of Colusa WWTP #2, Out of Agency Agreement (Annexation) City of Williams, Possible CMAD Annex*

### 9. 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*

### 10. Adjourn the next regular LAFCo meeting be on June 6<sup>th</sup> 2024

**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 56331.4**

Pursuant to Government Code Section 54954.2, Commission members may make a brief announcement or report on activities. Commission members may also provide a reference to staff or other resources for factual information, request staff to report back to the Commission at a subsequent meeting concerning any matter, or take action to direct staff to place a matter of business on a future agenda.

#### *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).
- 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 in the Colusa County Clerk's office located at the Colusa County Courthouse 546 Jay Street, Colusa CA. [such documents are also available on the Colusa LAFCO website as noted below to the extent practicable and subject to staff's ability to post the documents prior to the meeting].

#### *Accessibility*

Colusa LAFCO

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 56100.1, 56300(b), 56700.1, and 81000 et seq., and Colusa LAFCO's Policies and Procedures for the Disclosure of Contributions and Expenditures in Support of and Opposition to Proposals, any person or combination of persons who directly or indirectly contribute \$1000 or more or expend \$1000 or more in support of or opposition to a change of organization or reorganization that has been submitted to Colusa LAFCO must comply with the disclosure requirements approved by Colusa LAFCO. These requirements contain provisions for making disclosures of contributions and expenditures at specified intervals. Additional information may be obtained at the Colusa County Elections Department 546 Jay Street, Colusa, CA 95932. (530) 458-0500

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) 619-5128 or by mail at Colusa LAFCO P.O. Box 2694, Granite Bay Ca 95746 or by email at [j.benoit4@icloud.com](mailto:j.benoit4@icloud.com)

Webpage Reports, agendas, minutes and general information about LAFCO are available on the LAFCO Webpage at [www.colusalafco.org](http://www.colusalafco.org)

**ACTION MINUTES  
LOCAL AGENCY FORMATION COMMISSION  
COLUSA COUNTY MEETING  
February 1, 2024**

**1. Call to Order/Roll Call:**

Chair, Ponciano called the meeting to order at 3:02 p.m. There was a quorum present.

Commissioners Present:

Katherin Dunlap – City  
Janice Bell – County Member  
Greg Ponciano – City Member  
Merced Corona – County Member  
Brandon Ash - Public Member

Alternates Present:

John Louden- Public Alternate  
Ryan Codorniz- City Alternate (entered at 3:15)

Also present:

John Benoit, Executive Officer  
Scott Browne, Legal Counsel  
Paige Hensley, Clerk

**2. Elect Vice-Chair to fill a vacancy due to a change in the Board of Supervisor’s appointment of Kent Boes who is now the County Alternate Member**

**Action:** Upon motion from Commissioner Bell, and a second from Commissioner Louden, the commission unanimously voted to appoint Commissioner Dunlap at the Vice Chair.

**3. Consider Meeting Minutes from January 4, 2024.**

**Action:** Upon motion from Commissioner Bell and a second from Commissioner Dunlap, the commission unanimously approved the minutes for the January 4, 2024. meeting.

**4. Public Comment:**

There was no public comment.

**5. Consent Agenda:**

a. Payment of Claims for the month of January 2024.

**Action:** Upon motion from Commissioner Bell, and a second from Commissioner Corona, the motion was carried, and the Commission unanimously approved the consent agenda.

**6. Correspondence:**

A. Calafco Quarterly Newsletter

B. Draft Taxpayer Protection and Government Accountability Act.

John Benoit explained if passed it will make annexations a little more difficult to approve, requiring a two-thirds vote.

**7. Williams MSR and SOI discussion:**

A. Review the proposed Service Review and Sphere determinations with staff:

John Benoit gave a summary of the Williams MSR and explained Williams is not considered a Disadvantaged Community.

John Benoit recommended keeping the same Sphere of Influence for the City of Williams.

**No action taken. The MSR will be circulated to the City of Williams.**

B. Schedule a public hearing after Williams City Staff has had a chance to review the draft MSR and SOI document:

**Public hearing set for next available meeting. (which was set for March 21, 2024)**

**8. Colusa Basin Drainage District (CBDD) service Review and Sphere of Influence process and timeline.**

John Benoit is waiting on information from the district.

Commissioner Bell asked about the process of LAFCO initiating a dissolution of a special district.

John Benoit and Scott Browne explained the process for dissolving a special district.

**9. Consider Change in meeting dates for March, April and May 2024.**

**Action:** Upon motion from Commissioner Corona, and a second from Commissioner Dunlap, the motion was carried, and the Commission unanimously approved to move the March meeting to March 21, 2024, cancel the April meeting and keep the May 2<sup>nd</sup>, 2024, meeting as scheduled.

**10. Executive Officer's Report:**

- a. City of Colusa - John Benoit informed the Commission the City of Colusa will be submitting a project in the near future.
- b. Cortina CSD dissolution of a Mello-Roos District. John Benoit expressed a concern about getting rid of the funding mechanism, but stated LAFCO has no jurisdiction over the dissolution of a Mello-Roos District.
- c. Recruitment of new Executive Officer – Said Lake LAFCO is interested in sharing an Executive Officer with Colusa, but more discussion is needed.
- d. Potential annexation for CMAD. John Benoit explained the district may want to annex area in Williams, and stated he is scheduled to meet with the district next week.

**11. Commissioners Reports: There were no Commissioner Reports.**

Commissioner Bell wants to hold an educational meeting with all special district to explain the roles and relationship of special districts and LAFCO.

The Commission was supportive of Commissioner Bells suggestion of a special districts meeting.

Scott Browne suggested inviting the CSDA to participate.

Commissioner Dunlap suggesting scheduling the special districts meeting sometime in April.

Commissioner Bell will coordinate with John Benoit to schedule a special district meeting,

**12. Next Colusa LAFCO meeting: The next Colusa LAFCO meeting is scheduled for March 21, 2024.**

The meeting was adjourned at 4:10 p.m.

**ACTION MINUTES  
LOCAL AGENCY FORMATION COMMISSION  
COLUSA COUNTY MEETING  
March 21, 2024**

**1. Call to Order/Roll Call:**

Vice-Chair, Dunlap called the meeting to order at 3:00 p.m. There was a quorum present.

**Commissioners Present:**

Katherin Dunlap – City  
Janice Bell – County Member  
Merced Corona – County Member

**Alternates Present:**

John Louden- Public Alternate

**Also present:**

John Benoit, Executive Officer  
Scott Browne, Legal Counsel  
Paige Hensley, Clerk

**2. Consider Meeting Minutes from February 1, 2024.**

**Action:** No Action was taken. The February 1, 2024, minutes were continued until the next meeting.

**3. Public Comment:**

Ben King spoke informed the Commission of a resent workshop held with the Colusa County Flood Control and Water Conservation District. Ben King explained the workshop consultant indicated there were approximately 60-80 landowners in Colusa and Yolo counties that are interested in purchasing storage rights in the Sites Reservoir. Ben King explained some of the financing options that had been discussed. He explained the board formed a Zone 3 and at this time the boundaries of Zone 3 are mostly within Colusa County. He stated there are more meetings to come, but wanted LAFCO to be aware there may be annexations in the future.

**4. Consent Agenda:**

a. Payment of Claims for the month of January 2024.

**Action:** Upon motion from Commissioner Loudon, and a second from Commissioner Bell, the motion was carried, and the Commission unanimously approved the consent agenda with a 4 to 0 vote.

5. **Correspondence:**

There was no correspondence.

6. **Williams MSR and SOI discussion:**

**The public hearing was opened.**

a. Receive Executive Officer's Report:

John Benoit, Executive Officer, summarized the MSR and SOI Report.

**There being no comments from the public, the public hearing was closed.**

b. **Action:** Upon motion from Commissioner Bell, and a second from Commissioner Loudon, the motion was carried; and with a 4 to 0 vote, the Commission unanimously adopted Resolution 2024-0001 approving a Service Review for services provided by the City of Williams.

c. **Action:** Upon motion from Commissioner Bell, and a second from Commissioner Corona, the motion was carried; and with a 4 to 0 vote, the Commission unanimously adopted Resolution 2024-0002 approving a Sphere of Influence update for the City of Williams.

h

7. **LAFCo 2024-2025 Proposed Budget:**

a. Receive Executive Officer's Report.

John Benoit, Executive Officer, summarized the FY2024-2025 budget report.

b. Hold Budget Discussion and Consider Resolution 2024-0003.

**The public hearing was opened.**

John Benoit suggested increasing the reserves.

John Benoit gave a quick review of future MSRs.

**The public hearing was closed.**

**Action:** Upon motion from Commissioner Corona, and a second from Commissioner Bell, the motion was carried; and with a 4 to 0 vote, the Commission unanimously adopted Resolution 2024-0003 approving the FY 2024-2025 proposed budget.

**\*\*\*At this time the Commission moved item 8 to the end of the agenda, so items 9, 10 and 11 could be discussed before going into closed session\*\*\***

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

- a. The Commission will review 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 3:46 p.m.**

**The Commission returned from closed session at 4:39 p.m.**

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

**9. Executive Officer's Report:**

- a. John Benoit reminded the Commission of the April 1<sup>st</sup> 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 informed the Commission that he has received all the information he requested from the Colusa Basin Drainage District.
- d. John Benoit explained Cortina CSD is interested in divesting some of their powers such as their mello-roos.
- e. John Benoit stated the City of Colusa has submitted an application for the Wastewater Treatment Plant.

**10. Commissioners Reports:**

There were no Commissioner reports.

**11. Next Colusa LAFCO meeting: The next Colusa LAFCO meeting is scheduled for May 2, 2024.**

The meeting was adjourned at 4:39 p.m.

# Colusa Local Agency Formation Commission

Item # 4

## CLAIMS

April 2024

Authorize payment of the following claims:

### FY 2023-2024 EXPENSES:

#### Claims for April 2024:

May 1, 2024	Staff Svcs and Exp. – April 2024	\$ 4,564.56
May 1, 2024	CBDD MSR	\$ 4,791.37
3.16-24-4-15.24	Legal Svcs. P. Scott Browne	\$ 2,229.00
<b>TOTAL:</b>		<b>\$ 11,584.93</b>

**DATED:** May 2, 2024

**APPROVED:** May 2, 2024

\_\_\_\_\_  
**Greg Ponciano , Chair or Katherin Dunlap, Vice-Chair**  
**Colusa Local Agency Formation Commission**

**Attest:**

\_\_\_\_\_  
**John Benoit**  
**Executive Officer**

2023-2024

Acct 520-500

City Expenditure titles Expenditure Category City Coding	Ex Officer Cont Executive Off. Co	Clerical Support Clerical Suppt	Workers Co Workers Com	Contactural Lgl Services	Liability Insurance	Office Exp Office Suppl	Postage and Copies Postage Copies	Dues-Subs Memberships	
	7338	7320	7016	7321	7315	7339	7322	7322	
	\$53,523.46	\$3,657.00	\$50.00	\$26,761.73	\$2,919.00	\$375.00	\$500.00	\$750.00	
								\$2,027.00	
Calafco Dues 2022-2023 (2022-06)									-1,486.00
SDRMA Insurance 22-23 #72123					-2,807.81				
Calafco Reg JB,Jb,KD, GP & RC									
Browne Ending 7.15.23				-2,229.00					
Staff Svcs July 2023	-4,458.00	-175.00				-32.20	-1.39	-30.70	
Browne Endingn 8.15.2023				-2,229.00					
Staff Svcs August 2023	-4,458.00					-15.00			
Staff Svcs Sept 2023 2024-07	-4,458.00					-20.00			
Browne Ending 9.15.23				-2,229.00					
Browne Ending 10.15.23				-2,229.00					
Browne Ending 11.15.23				-2,229.00					
r4rr	-4,458.00							-60.00	
Staff SVCS NOVEMBER 2023	-4,458.00						-2.00	-3.50	
CSDA 2024 Member Invoice									-500.00
Conf Reimb Ponciano for Colusa									
Conf Reimb Janice Bell Colusa									
Staff Svcs December 2023	-4,458.00	-637.50						-1.00	
Browne ending 12.15.23				-2,229.00					
Staff Svcs January 2024	-4,458.00					-19.95		-35.00	
Browne Ending 1.16.24				-2,229.00					
Staff Svcs Feb 2024	-4,458.00							-10.00	
Browne ending 2.15, 2024				-2,229.00					
Staff Svcs March 2024	-4,458.00							-56.30	
Browne ending 3.15.2024				-2,229.00					
Staff Svcs April 2024	-4,458.00					-20.00		-10.00	
Browne ending 4.15.24 1336				-2,229.00					
<b>Total Expended in FY 22-23</b>	<b>-44,580.00</b>	<b>-812.50</b>	<b>\$0.00</b>	<b>-22,290.00</b>	<b>-2,807.81</b>	<b>-107.15</b>	<b>-3.39</b>	<b>-206.50</b>	<b>-1,986.00</b>
<b>Total Remaining In FY 22-23</b>	<b>\$8,943.46</b>	<b>\$2,844.50</b>	<b>\$50.00</b>	<b>\$4,471.73</b>	<b>\$111.19</b>	<b>\$267.85</b>	<b>\$496.61</b>	<b>\$543.50</b>	<b>\$41.00</b>



**COLUSA LAFCO**

**EXECUTIVE OFFICER'S REPORT**

May 2, 2024

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

Since the passage of AB-2838 in 2000, LAFCO has become independent from the County. Costs for the operation of LAFCO were entirely paid by the County including costs for staff time, legal services, miscellaneous office expenses, and insurance.

I provided a "recommended" budget of \$146,890.81 which was adopted at the March 21, 2024 meeting. Slight modifications are not required at this time. A Budget Justification Report was prepared for the Proposed Budget Hearing.

The proposed budget was adopted and there have been one event requiring changes during that time excepting a mention of two items including a \$62 increase in Insurance.

1. Who is going to attend the Calafco Annual Conference in Yosemite (Oct 16-18). There is \$6,550 budgeted. This will allow a maximum of 3 Commissioners to attend and a portion for staff. If more is to attend the budget will need to be raised by \$2,000 per person.
2. This this will be the first budget year for your new Executive Officer and Clerk. There will be a brief transition time and changes in the budget may occur during the 2024-2025 Fiscal Year. At this time it is anticipated there will be no change in the amounts in budget albeit budget transfers may be needed. It is anticipated there is adequate funds in the budget for the existing Executive Officer to help the new Executive Officer in this budget.
3. The General reserve will remain the same as this year.

SUMMARY OF EXPENSES as recommended in the Proposed Budget:

Executive Officer Services The Commission recommended in its proposed budget \$55,824.97 This includes funding the new Executive Officer and the outgoing Executive Officer on a limited basis. Notwithstanding a very complex reorganization or incorporation project for Colusa LAFCO, this amount should cover LAFCO administration. Additional costs for complex projects would be fee supported.

Clerk Support The Commission recommended in its proposed budget \$3,657 for this item.

Legal Services The Commission recommended in its proposed budget \$27,912 for this item. LAFCO Counsel attends all LAFCO meetings. With a 4.3% increase this amount would be \$2,326 per month. An amendment to Counsel's contract will be needed.

Liability Insurance The Commission recommended in its proposed budget \$2,750.00. The Special Districts Risk Management Authority (SDRMA). The entire insurance pool is being impacted by the reinsurer rate increases and inflation. In addition, there are different variables per each member such as; increased exposure from changes to the policy through out the current program year and submitted renewal questionnaire, loss ratio, and if an agency is a minimum contribution member. Reinsurers across the State are raising rates, which results in a rate increase to the SDRMA Property/Liability Program membership. Specifically, for the 2023-24 renewal the reinsurer minimum premium amounts are increasing above what the SDRMA minimum premium have been in the past. Therefore, SDRMA is forced to raise program minimum premium to members that fall within that category. SMARA reported "If we did not raise the rates, we would not be able to maintain the financial stability of the program. SDRMA understands this increase can be devastating to some of its members and LAFCO's that may be impacted by this increase".

Therefore, the final liability insurance budget needs to be \$2,812 an increase of \$72 from the \$2,847.00 which is less than the \$2,919 budgeted in FY 2023-2024.

Office Supplies The Commission recommended in its proposed budget \$2,875.00 for this item combined with copies and postage. This budget includes \$375.00 for Office Supplies, \$500.00 for Postage and \$750.00 for copies.

Memberships The Commission recommended in its proposed budget \$2,021.00, which includes \$500 for CSDA membership and 1,521.00 for the 24-25 Calafco membership.

Transportation and Travel and Training The Commission recommended in its proposed budget \$6,500 for this item. This includes miscellaneous mileage and lodging for the Calafco Annual Conference in Yosemite, October 16-18, 2024 and the annual Staff Workshop in April 2025.

Legal Notices/Publications The Commission recommended in its proposed budget \$750.00. for legal notices.

Communications The Commission recommended in its proposed budget \$800.00 for this item.

Special Projects:

File Scanning and Mapping The proposed budget includes an allocation to electronically scan and index LAFCo's old files in accordance with LAFCo's

records retention policy and prepare maps for LAFCo. \$5,000.00 has been budgeted for this effort.

Service Reviews The Commission recommended in its proposed budget \$16,000.00 for this effort. This would cover costs of preparing reviews as required by the LAFCO Act including some carryover from this fiscal year and initiating the reviews in the work program for next fiscal year. This year staff is prepared an additional MSR and SOI for the Colusa Basin Drainage District. Some of those costs may occur during the current Fiscal Year.

Sphere of Influence Updates The Commission recommended in its proposed budget \$16,000.00 to cover the costs of updating Spheres of Influence as required by the LAFCO Act.

Other Charges A-87 While LAFCO is an independent agency, claims processing and other functions are performed by the City of Williams. In theory, A-87 reflects the reasonable and necessary cost of various county services used by LAFCO. A budget of \$3,000 is needed for the City Finance services.

Contingency The Commission recommended in its proposed budget a contingency of \$10,000.

Reserve Fund The commission has budgeted for a general reserve of \$70,000.00.

## CARRYOVER

This year LAFCO will expend nearly its entire budget. Therefore, an anticipated rollover is estimated to be \$84,471.00. Most of this amount will be needed to fund a portion of the ongoing Municipal Service Reviews and Sphere of Influence Updates as well as the entire reserve and contingency fund.

## APPORTIONMENT TO AGENCIES

The amount to be apportioned to the Cities and the County will be \$132,481.81.

## **Recommendation:**

- a. Review, discuss, amend, and consider the Final Budget. A budget justification report was prepared by staff prior to the adopted proposed budget.
- b. Adopt LAFCO Resolution 2024-0004 approving a final budget for FY 2024-2025.

**Resolution 2024-0004**  
**of the**  
**Colusa Local Agency Formation Commission**

*Resolution of the Colusa Local Agency Formation Commission Adopting a  
Final Budget for 2024-2025*

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

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

WHEREAS, the Executive Officer has given notice of hearing in the form and manner specified by law for adoption of the 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 final Budget in light of the requirements of the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000;

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

1. That Colusa LAFCO hereby adopts the attached final 2024-2025 budget shown as 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. The Commission hereby requests the Auditor to collect the funds, in accordance with Government Code Section 56381 (c). In the event of non-payment of LAFCO funds by any entity 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.

4. Any unexpended funds not otherwise re-budgeted into the 2024-2025 budget shall be retained by LAFCO and be either re-budgeted or placed into LAFCO's general reserve fund.

PASSED AND ADOPTED by the Colusa Local Agency Formation Commission at a regular meeting of said Commission held on May 2, 2024 by the following roll call vote:

AYES: -

NOES: -

ABSTAINS: -

ABSENT: -

Signed and approved by me after its passage this 2nd day of May 2024.

---

Greg Ponciano, Chair or Katherin Dunlap, Vice-Chair  
Colusa LAFCO

Attest:

---

John Benoit, Executive Officer  
Colusa LAFCO

**EXHIBIT "A"**  
**FINAL 24-25 LAFCO Budget 04060**

	FINAL 2021-2022 Budget	FINAL 2022-2023 Budget Adopted	FINAL 2023-2024 Budget	FINAL 2024-2025 Budget	FINAL 2024-2025 Budget
<b>REV, CATEGORICAL and CARRYOVER ESTIMATES</b>					
466920 City and County Contributions	\$ 101,087.22	\$ 93,798.00	\$ 112,013.19	\$ 132,419.81	\$ 132,481.81
10100 Carryover Prior-Year	\$ 100,000.00	\$ 106,200.00	\$ 106,200.00	\$ 94,471.00	\$ 94,471.00
Categoricals					
466920 Processing Fees	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
441900 Interest	\$ 1,200.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00
<b>TOTAL REVENUE AND CARRYOVER EST.</b>	<b>\$ 207,287.22</b>	<b>\$ 205,398.00</b>	<b>\$ 223,613.19</b>	<b>\$ 232,290.81</b>	<b>\$ 232,352.81</b>
EXPENDITURES					
7016 Workers Comp	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
7338 Executive Officer Contract	\$ 48,000.00	\$ 51,072.00	\$ 53,523.46	\$ 55,824.97	\$ 55,824.97
7320 Clerical Support	\$ 3,657.00	\$ 3,657.00	\$ 3,657.00	\$ 3,657.00	\$ 3,657.00
7321 Legal Services (attorney contract)	\$ 24,000.00	\$ 25,536.00	\$ 26,761.73	\$ 27,912.84	\$ 27,912.84
7315 Liability Insurance	\$ 2,497.22	\$ 2,847.00	\$ 2,919.00	\$ 2,750.00	\$ 2,812.00
7320 Office Supplies	\$ 375.00	\$ 375.00	\$ 375.00	\$ 375.00	\$ 375.00
7322 Postage	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
7322 Copies	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
7319 Memberships	\$ 1,808.00	\$ 1,872.00	\$ 2,027.00	\$ 2,021.00	\$ 2,021.00
7333 Transportation and Travel	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
7332 Training	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
7316 Legal Notices and Publications	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
7306 Communications	\$ 1,400.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00
7331 Special Projects -File Scanning/Complex projects	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
7340 Sphere of Influence Updates	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00
7340 Municipal Service Reviews	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00
7318 Mapping and Scanning	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
7703 A-87/Administration Fees	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
<b>TOTAL EXPENDITURE BUDGET</b>	<b>\$ 137,287.22</b>	<b>\$ 139,709.00</b>	<b>\$ 143,613.19</b>	<b>\$ 146,890.81</b>	<b>\$ 146,952.81</b>
59400 CONTINGENCY	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
RESERVE FUND	\$ 60,000.00	\$ 60,000.00	\$ 70,000.00	\$ 70,000.00	\$ 70,000.00
Expenditure total Expenditure Budget	\$ 137,287.22	\$ 139,709.00	\$ 143,613.19	\$ 146,890.81	\$ 146,952.81
<b>TOTAL Funds needed for expenditures-Cont and Reserv</b>	<b>\$ 207,287.22</b>	<b>\$ 209,709.00</b>	<b>\$ 223,613.19</b>	<b>\$ 226,890.81</b>	<b>\$ 226,952.81</b>
Estimated Revenue, Interest & Carryover	\$ 106,200.00	\$ 111,600.00	\$ 111,600.00	\$ 94,471.00	\$ 94,471.00
<b>Amount to be apportioned to the Cities and the County</b>	<b>\$ 101,087.22</b>	<b>\$ 98,109.00</b>	<b>\$ 112,013.19</b>	<b>\$ 132,419.81</b>	<b>\$ 132,481.81</b>

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

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

R E C I T A L S:

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 Colusa 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' right to enter into other Agreements and to provide services for others, provided such agreements or services are outside Colusa 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 \_\_\_\_\_, 2024.

COLUSA COUNTY LOCAL AGENCY COMMISSION

By: \_\_\_\_\_  
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 Colusa 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 Colusa 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

**Sixth Amendment to Agreement for Executive Officer Services for  
Colusa LAFCO with John Benoit, Contractor**

This is an amendment dated May 2, 2024 to that certain AGREEMENT FOR THE PROVISION OF EXECUTIVE OFFICER SERVICES by and between the Colusa Local Agency Formation Commission (LAFCo) and JOHN BENOIT (CONTRACTOR) first entered into on March 6, 2003 (herein referred to as the 2003 contract) and since amended five times by the Commission.

WHEREAS, Contractor informed the Commission of his intent to retire as the Colusa 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 Colusa LAFCo appointed a new Executive Officer to assume all Executive Officer Duties and manage the day-to-day operation of LAFCo;

WHEREAS, Colusa LAFCo desires John Benoit to 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 Colusa LAFCo.

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

1. The provisions of the 2003 contract, 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 Responsibilities" 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 Colusa LAFCo Executive Officer instead shall be considered the Assistant Executive Officer between July 1<sup>st</sup>, 2024 until July 1<sup>st</sup> 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 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.

**Colusa Local Agency  
Formation Commission**

**Contractor**

\_\_\_\_\_  
Greg Ponciano, Chair or Katherin Dunlap

\_\_\_\_\_  
John Benoit

**APPROVED AS TO FORM:**

\_\_\_\_\_  
P. Scott Browne, LAFCO Counsel