

Colusa Local Agency Formation Commission

Regular Meeting Agenda

Thursday – August 5, 2021

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

3:00 PM

The complete agenda packet, including backup materials and materials related to items on this Agenda submitted to the Commission after distribution of the Agenda Packet, is available for public inspection on the Colusa LAFCo website. www.colusalaftco.org

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

Sajit Singh, (Chair, Williams, City)
Denise Carter (Vice Chair, County)
Merced Corona (County)
Brandon Ash (Public)
Greg Ponciano (Colusa, City)

Alternates

Kent Boes (County Alternate)
Tom Reische (City Alternate)
John Loudon, (Public Member Alternate)

Staff

John Benoit, Executive Officer
P. Scott Browne, Legal Counsel
Lora Ceccon, Clerk to the Commission

2. Election of Chair and Vice-Chair for FY 2021-2022

- a) Election of Chair
- b) Election of Vice-Chair

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. Minutes for June 3, 2021

- a) Approve minutes for June 3, 2021

5. Consent Agenda

- a. *Ratify claims for June 2021 and payment of claims for the month of July 2021*

6. Correspondence:

7. Policy Amendment regarding indemnity agreements and expiration of projects.

- a) *Review policy amendments with LAFCo Counsel*
- b) *First reading of the Policy Amendments and schedule adoption at the next regular LAFCo meeting.*

8. Calafco Annual Conference June 6-8 in Newport Beach

- a) *Authorize Commissioners to attend the Calafco Annual Conference in Newport Beach*
- b) *Set voting member and voting member alternate to vote on behalf of Colusa LAFCo at the Calafco Conference.*

9. Discussion and possible action regarding phone service for Colusa LAFCo

- a) **Provide Direction to Staff**

10. Executive Officer's Report:

*City of Williams MSR and SOI
Upcoming Projects*

11. 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

12. Next Colusa LAFCo meeting: September 1, 2021 3:00 PM

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

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

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) 458-0593 or by mail at Colusa LAFCO P.O. Box 2694, Granite Bay Ca 95746 or by email at j.benoit4@icloud.com

Webpage Reports, agendas, minutes and general information about LAFCO are available on the LAFCO Webpage at www.colusalafco.org

LOCAL AGENCY FORMATION COMMISSION
COLUSA COUNTY
MINUTES OF MEETING
June 3, 2021

PRESENT:

MERCED CORONA, County Member Alt.
DENISE CARTER, County Member
SAJIT SINGH, Chair, City Member
BRANDON ASH, Public Member

ALSO PRESENT:

JOHN BENOIT, Ex. Officer
SCOTT BROWNE, Legal Counsel
LORA CECCON, Clerk
KENT BOES, County Alt.
JOHN LOUDON, Public Alt.
BEVERLY BURR
GREG PLUCKER, County

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

The meeting was called to order at 3:00 p.m. There was a quorum present.

2. **Public Comment - None**

3. **Minutes for March 4, 2021, and April 1, 2021**

On motion of M. Corona, second by B. Ash, the commission approved minutes of the March 4, 2021 and April 1, 2021 meetings, with S. Singh abstaining; motion carried by roll call vote.

4. **Consent Agenda**

On motion of B. Ash, second by D. Carter, the commission approved claims for the month of April 2021 and payment of claims for the month of May 2021; motion carried by roll call vote.

5. **Correspondence: Calafco Achievement Awards Packet**

John explained the different Calafco awards. The commission had none to submit this year. John stated that nominations for the Calafco Board would be on the next agenda.

John advised members that the executive orders regarding COVID-19 and zoom meetings have not been repealed. He feels there is a place for zoom meetings, and there could be legislation in the future regarding this issue.

6. **Public Hearing regarding the Final 2021-2022 LAFCo Budget**

John stated that there was only one change to the proposed budget and that is an increase in the CSDA insurance budget line item from \$2,325 to \$2,497.22.

3:11 Opened Public Hearing

3:12 Closed Public Hearing

On motion by D. Carter, second by M. Corona, the commission moved to approve Resolution 2021-0006 adopting the Final 2021-2022 LAFCo Budget; motion carried by roll call vote.

7. Discussion regarding an updated Area of Concern for the City of Colusa

Beverly Burr pointed out the areas of concern on the map provided, stating that the pink areas are the existing area of concern; outside the city limits and SOI. The light blue areas are the proposed area of concern except for the area marked AOC exclusion area 1.

If the commission approved the proposed area of concern, John would be required to notify the city of any proposals in the area. A draft resolution is included in today's packet.

After discussion regarding the proposed area of concern, the commission agreed that now is not the time to expand the area of concern. No action taken.

8. Contract Amendment with John Benoit for Staff Services

John reviewed amendment #3 to the agreement for the provision of Lafco staff services, stating that the current language does not work because of mandated timelines. We do not know how complicated a project could be until it is set for a hearing. D. Carter asked if the first 10 hours are included in the fee. John responded, yes. Executive Officer's compensation, in excess of ten hours, shall be billed at the hourly staff rates approved by the commission.

On motion of M. Corona, second by B. Ash, the commission approved contract amendment #3 with John Benoit for staff services; motion carried by roll call vote.

9. Executive Officer's Report

City of Williams MSR and SOI – included in next year's budget.

Upcoming Projects – City of Colusa annexation

S. Browne provided information on a City of Pismo Beach annexation project that Lafco denied due to a lack-of-water. Lafco got sued and the Court of Appeals supported Lafco's decision. Lafco sent a \$400,000 bill to the city. The city refused to pay and Lafco sued. Trial Court found for the city and developer and Lafco appealed to the Court of Appeals. A decision was issued stating there is no legal authority for Lafco to require indemnification. There can only be indemnification by contract or statute and there is no contract here. Lafco is required by statute to process applications regardless of indemnification. The case

has gone to the California Supreme Court, and it could be 1 1/2 to 2 years before a decision is made.

S. Browne presented possible options for the commission including, self-insure, requiring applicants to submit an attorney's fee deposit (about \$100,000), increase the litigation reserve, or voluntary indemnification (do not require them to sign, but if Lafco gets sued, Lafco may choose not to defend it).

S. Browne's recommendation is for the commission to give direction for the staff to come back with a voluntary indemnification policy and contract for adoption and use henceforth regarding applications.

He stated that if they take no action, then they are essentially self-insuring. The commission determined to take no action at this time.

10. Commissioner Reports - Discussion

S. Singh stated that he met with Beverly Burr to discuss the MSR for the City of Williams and it was very insightful.

11. Next Colusa LAFCo meeting: July 7, 2021, 3:00 PM

Meeting adjourned 4:01 p.m.

Colusa Local Agency Formation Commission

CLAIMS

June and July 2021

Authorize payment of the following claims:

FY 2020-2021 EXPENSES:

Claims for June 2021:

July 1, 2021	Staff Svcs and Exp. –June 2021	\$ 6,235.71
5.16-21-6-15.21	Legal Svcs. P. Scott Browne	\$ 2,000.00
June 7, 2021	Frontier phone	\$ 48.76
TOTAL:		\$ 8,379.97

Claims for July 2021:

Frontier Phone	July 7, 2021	\$ 51.02
Aug 1, 2021	Staff Svcs and Exp. –July 2021	\$ 4,229.71
6.16-21-7.15.21	Legal Svcs. P. Scott Browne	\$ 2,000.00
TOTAL:		\$ 6,350.73

DATED: August 5, 2021

APPROVED: August 5, 2021

**Sagit Singh , Chair or Denise Carter , Vice-Chair
Colusa Local Agency Formation Commission**

Attest:

**John Benoit
Executive Officer**

Expenditure Category	Executive Off. Co	Clerical Suppl	Workers Com	Lgl Services	Insurance	Office Suppli	Postage	Copies	Memberships
City Coding	7338	7320	7016	7321	7315	7339	7322	7322	7319
	\$48,000.00	\$3,657.00	\$50.00	\$24,000.00	\$2,497.22	\$375.00	\$500.00	\$750.00	\$1,808.00
SDRMA Insurance 21-22					-\$2,573.06				
CALAFCo Dues 21-22									-\$1,308.00
Staff Svcs July 2021	-\$4,000.00	-\$24.95							
Frontier phone forwarding	\$1.02								
Browne ending 7.15.21 #940				-\$2,000.00					

Total Expended in FY 18-19	-\$3,998.98	-\$24.95	\$0.00	-\$2,000.00	-\$2,573.06	\$0.00	\$0.00	\$0.00	-\$1,308.00
Total Remaining in FY 18-19	\$44,001.02	\$3,632.05	\$50.00	\$22,000.00	-\$75.84	\$375.00	\$500.00	\$750.00	\$500.00

Colusa LAFCo

MEMORANDUM

August 5, 2021

TO: Colusa LAFCo Commissioners
FROM: John Benoit, Executive Officer
RE: Proposed policy Amendments regarding Indemnification agreements and application options and Expiration of Applications

Attachment #1 Counsel's Memo regarding Indemnification agreements March 16, 2021
Attachment #2 Proposed Policy Amendments
Attachment #3 Proposed Voluntary Indemnification Agreement

1. Voluntary Indemnification Agreements

Historically, applications to Colusa LAFCo have required the applicant, either an agency or a private party, to indemnify LAFCo as a component of the LAFCo "Agreement to Pay" form. The Agreement clearly indicates that should a LAFCo action be legally challenged, the applicant will be required to defend the LAFCo action or reimburse LAFCo for all related costs.

Most LAFCo's throughout the state also use various forms of indemnification agreements and have successfully managed legal challenges to the local LAFCo decision. This was an effective tool until this year when the San Luis Obispo LAFCo's use of an indemnification agreement was successfully challenged by the City of Pismo Beach (*San Luis Obispo LAFCo v. City of Pismo Beach, et.al.* 2021 WL 803740) (the SLO case). LAFCo Legal Counsel has prepared a memorandum (Attachment 1) that fully describes the case and its ramifications to LAFCo's throughout the state. Since Council's memo was written the California Supreme Court has denied review.

LAFCo's will need to adopt an alternative process for addressing the use of indemnification agreements as they are 1) critical to the integrity and implementation of a LAFCo decision and 2) to appropriately place the costs on the applicant and not the LAFCo member agencies who fund the budget.

While Colusa LAFCo has historically not been involved in significant litigation, one single legal challenge could create a budget crisis for future years.

Attachment #2 shows the proposed indemnification language.

2. Expiration of Applications

While the CKH Act includes provisions for the termination of projects for failure to negotiate a property tax exchange in a timely or to satisfy all terms and conditions within one year after a project approval, LAFCo or the CKH act has no policy to automatically terminate applications where no action has been taken by the applicant to complete processing.

As a standard practice, LAFCo sends an "incomplete letter" to applicants within 30-days of receipt of an application. Performance by the applicant is required to ensure the map and description meet LAFCo standards and other requirements for special studies or information. When the applicant does not act upon LAFCo's requests and a project is not scheduled for consideration within a two-year period, the application should expire. Therefore, a policy is needed to clearly state when a processing of application will expire and be terminated.

Add New Policy Section 6.4 (e) as follows:

6.4 (e) Expiration of LAFCo Proceedings

All applications that have not been to hearing and completed within two years of initial submittal shall automatically terminate and expire, unless extended by the Commission. Staff shall notify the applicant at least 30 days before termination and give them an opportunity to request an extension. If no extension is requested and granted the application shall terminate.

A Policies, Standards and Procedures Amendment is Needed. Colusa LAFCo's Policies, Standards and Procedures were adopted on September 16, 2020 prior to the SLO case. It is apparent a policy amendment is needed. The procedure for a Policy Amendment is the same as for a Bylaw Amendment as follows:

Section 9 of LAFCo's amendment procedure

- a) The full text of any proposed amendment shall be sent to all members in the same manner as agenda packets, as specified in Section 5.3 c), above.
- b) At the meeting, the proposed amendment shall be read aloud in its entirety by the Chair, unless such reading is waived by the Commission. Discussion may occur and modifications be made to the proposed amendment, but it may not be approved at that first reading.
- c) The proposed amendment to the Bylaws, with any Commission modifications, shall then be circulated to the following entities for their review and comment prior to adoption:

City of Colusa
City of Williams
County of Colusa

Special Districts requesting notification

- d) The proposed amendment, with any modifications, shall be agendized and read a second time at the next regular meeting of the Commission, unless the Commission waives such reading. Any comments received from local agencies shall be presented. Further discussion and modifications may be made to the proposed amendments and it may be adopted at the second reading.

Recommendation:

1. Read the proposed amendment and voluntary indemnification agreement unless otherwise waived.
2. Discuss and review the proposed policy amendment and voluntary indemnification agreement.
3. Circulate the proposed amendment and voluntary indemnification agreement for comments.
4. Set the proposed amendment at next available LAFCo meeting for a second reading of the amendment and voluntary indemnification.

LAW OFFICES OF P. SCOTT BROWNE

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Grass Valley, California 95945-6501
scott@scottbrowne.com
(530) 272-4250
Fax (530) 272-1684

July 27, 2021

Memorandum re Decision in *San Luis Obispo LAFCo v. City of Pismo Beach*

Dear LAFCo Staff and Commissioners:

This memorandum is to alert you to a very recent case (March 3, 2021) out of the Second District Court of Appeal which may have significant implications for how LAFCo's handle indemnification for fees incurred in legal challenges to LAFCo actions. The case is *San Luis Obispo LAFCo v. City of Pismo Beach, et.al.* 2021 WL 803740.

The decision in that case is not yet final. It could be appealed to the California Supreme Court or it could be determined to decertify it for publication. In the latter case, it would not become part of the reported caselaw. However, out of an abundance of caution, I think it is important you are aware of it as there is a significant possibility it will become law.

In that case, San Luis Obispo LAFCo (SLO LAFCo) sued the City of Pismo Beach and the developer for its \$400,000 in attorney's fees incurred in successfully fighting the Defendants challenge to its denial of an annexation to the City. The claim for fees was based on the indemnification agreement signed by the City and developer as applicants for the annexation.

Defendants challenged LAFCo's right to attorney's fees on a variety of grounds. Their primary focus was on the validity of the requirement they indemnify LAFCo for their own suit challenging LAFCo's action. They argued this was a basic violation of due process and their right to petition for redress.

The Court of Appeal did not, however, limit its decision to this one situation. Rather the Court held that an agreement to pay indemnification requires consideration. LAFCo has a statutory duty to process applications, so absent statutory authority, it cannot require indemnification as a condition for processing an application. The Court found that the existing statutory authority for LAFCOs to charge fees, Gov't C § 56383 of the Cortese-Knoz-Hertzberg Local Government Reorganization Act of 2000 (CKH) only applied to costs associated with the administrative process and ended once a certificate of completion was filed. Costs incurred after the completion of the administrative process were not authorized by §56383. Hence there was no authority to require payment of the fees incurred after completion of the administrative process.

LAFCo argued that CKH Section 56107 requires liberal construction of the statutes. The Court rejected this argument as liberal construction cannot prevail against the express language of the 56383. It also rejected an argument that LAFCo had implied powers to impose an indemnification agreement. It rejected this argument because Code of Civil Procedure §1021 limits award of attorney's fees to those situations where they are specifically authorized by statute or by the agreement between the parties. Here there is no statutory authority and no valid agreement to pay the fees.

Memo re San Luis Obispo LAFCo v. City of Pismo Beach
July 27, 2021
Page 2

If this case becomes reported law, it is likely to upset the present practice of requiring indemnification agreements as part of the LAFCo application. Such agreements would be challenged based on this case, and the outcome highly uncertain.

Without enforceable indemnification agreements, LAFCo would have to plan on funding the defense of any litigation out of its own reserves. If it has inadequate reserves, then it must either borrow from the County if permitted by the Board of Supervisors or curtail its defense.

Other alternatives being explored are 1) to require the applicant to post a deposit for future attorney's fees at time of application, or 2) require the applicant to post a bond in lieu of a deposit. In either case, the burden on the applicant would be significantly increased.

I will keep you posted as this case progresses and we will look to modify LAFCo application procedures if necessary.

Please let me know if you have any questions.

Sincerely

P. Scott Browne
LAFCo Counsel

Proposed Policy Amendment Language:

Replace 6.4 (c) (under application Requirements)

The application shall also include an agreement to pay costs and indemnification. The agreement to pay costs and indemnification must be signed by the applicant for the application to be deemed complete.

Replace with:

6.4 (c)

6.4 c 1: **Agreement to pay fees.** The application shall also include an agreement to pay costs. The agreement to pay costs must be signed by the applicant for the application to be deemed complete.

6.4 c 2: **Voluntary Indemnification Agreement.** As part of the application, applicant shall be asked to sign and submit the voluntary indemnification agreement approved by the Commission concurrent with the adoption of this policy for all reasonable expenses and attorney fees incurred from proceedings brought by a third party in connection with the application. While LAFCo retains the discretion in all cases to decide whether to defend an action, the Applicant's voluntary agreement to indemnify LAFCo will provide applicant an opportunity to have significant input on LAFCo's decision whether to defend its decision.

**Colusa LAFCo
Voluntary Indemnification Agreement**

LAFCo may not condition acceptance of an application upon requiring the Applicant to indemnify LAFCo. However, LAFCo has complete discretion whether to defend any lawsuit that is filed to challenge its decisions. With its limited budget, LAFCo will usually be reluctant to allocate resources to defend challenged decisions. If the Applicant desires to assure that LAFCo will consult with Applicant before determining how to proceed on a legal challenge and increase the likelihood that LAFCo will defend its decision on Applicant's proposal, Applicant may enter into the following voluntary contractual agreement to indemnify LAFCo in the event of legal challenge:

1. FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged. The Applicant shall defend, indemnify and hold harmless, LAFCo, its agents, officers, attorneys, and employees from any claim, action, or proceeding brought by a third party, the purpose of which is to attack, set aside, void, or annul LAFCo's decision with respect to Applicant's proposal or any required findings or determinations under CEQA made as part of that decision. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorney's fees, or expert witness fees that may be asserted by any person or entity other than the applicant, arising out of or in connection with LAFCo's approval of the Applicant's proposal, whether or not there is concurrent, passive, or active negligence on the part of LAFCo, its agents, officers, attorneys, employees and contractors/consultants.
2. Applicant agrees that LAFCo shall have the right to appoint its own counsel to defend it and conduct its own defense in the manner it deems in its best interest subject to the provisions of this agreement, and that such actions shall not relieve or limit Applicant's obligations to indemnify and reimburse defense costs.
3. In exchange for such indemnity, LAFCo agrees to the following:
 - a. To immediately notify the Applicant of any litigation or administrative proceeding with respect to the Applicant's application in which LAFCo is named as a party.
 - b. In the event that the Applicant is not joined in the action or proceeding, LAFCo agrees to support a motion by the Applicant to intervene in the action or proceeding.
 - c. To consult with Applicant before making any decision whether to defend the legal challenge. If Applicant desires to defend the case and confirms in writing its commitment to reimburse LAFCo for its defense costs and provides a deposit for such costs as LAFCo shall reasonably determine, LAFCo will proceed to defend unless it has reasonable cause not to do so. If a determination is made to defend the action, LAFCo counsel will consult and reasonably cooperate with Applicant's counsel in the defense of the action. LAFCo shall not enter into any settlement of all or a part of the action without consulting with Applicant.

APPLICANT:

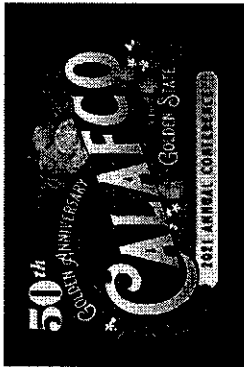
- I/We have reviewed the Voluntary Indemnification Agreement and choose not to sign.
- I/We have reviewed and agree to the Voluntary Indemnification Agreement as presented above.

Date: _____

By: _____
Project Proponent Authorized Signer**Colusa LAFCo:**

Date: _____

By: _____
John Benoit, LAFCo Executive Officer



**2021 ANNUAL CONFERENCE
OCTOBER 6 - 8 IN NEWPORT BEACH
REGISTRATION FORM**

For Registration by Check
To pay with credit cards please visit www.calafco.org
REGISTRATION DEADLINE IS SEPTEMBER 17, 2021

LAFCo
Received
Check #

CONFERENCE REGISTRATION RATES

	PAYMENT Received by August 31	PAYMENT Received after August 31	Amount Due
Member - Full Conference	\$520	\$560	
Non-member - Full Conference	\$620	\$660	
Guest/Spouse* - All Meals	\$270	\$300	
Guest/Spouse* - Wed Reception/Thu Banquet Only	\$155	\$200	
Member - One Day (<input type="checkbox"/> Wed or <input type="checkbox"/> Thur or <input type="checkbox"/> Fri)	\$350	\$370	
Non-Member - One Day (<input type="checkbox"/> Wed or <input type="checkbox"/> Thur or <input type="checkbox"/> Fri)	\$450	\$470	
LAFCo 101 (no charge for those with full conf. registration, \$40 for those just attending this session.)	\$40	\$40	
TOTAL REGISTRATION RATE DUE			\$

*Guests at meals must purchase their meal. Conference registration meals are non-transferable to guests.

Payment must accompany registration. Early registration rate payments MUST be received by August 31 in order for that rate to apply. NO EXCEPTIONS. Please make checks payable to "CALAFCO."

Mail completed forms and payment to:

CALAFCO
1020 12th Street, Suite 222
Sacramento, CA 95814

Hotel Information: Hyatt Regency Newport Beach conveniently located at the John Wayne Airport

ROOMS STARTING AT \$194 PER NIGHT. CUT-OFF DATE IS SEPTEMBER 6, 2021. Special rate 3 days pre and post conference based on availability. Rate includes parking and excludes taxes.

TO MAKE HOTEL RESERVATIONS, PLEASE VISIT:
<https://www.hyatt.com/en-US/group-booking/SNAR/JG-CAL2> or call directly at 949-975-1234 and reference CALAFCO event.

Please submit one form for each person registering

FIRST NAME _____ LAST NAME _____

NAME ON NAME TAG _____

LAFCO/ORGANIZATION _____ POSITION _____

GUEST NAME (For guest/spouse registration) _____

MAILING ADDRESS _____

CITY _____ ZIP _____

PHONE # _____

E-MAIL ADDRESS _____

EMERGENCY CONTACT NAME: _____

PHONE # _____



CANCELLATION AND REFUND POLICY

1. Registrations are considered complete upon receipt of fees.
2. Cancellation requests made in writing and received by September 21, 2021 receive a 100% refund less \$25 handling fee and any transaction fees.
3. Credits are not issued for any cancellations.
4. Registration fees are transferable to another person not already registered provided the request is received in writing. Deadline to transfer registrations is September 30, 2021.
5. Registration fees for guests and special events are not transferable and are fully refundable (minus any transaction fees) if requests are made in writing and received by September 21, 2021 or if the special event is cancelled.
6. Cancellation requests must be made by e-mail the CALAFCO office.
7. Cancellation requests made after September 21, 2021 are not eligible for a refund.



Announcing The 2021 CALAFCO Annual Conference Preliminary Program



(Last updated July 22, 2021)
Sessions are subject to change
Speakers are being finalized and sessions are being formatted

Wednesday, October 6th

NO Mobile Workshop this year

10:00 a.m. – 12:00 p.m.

LAFCo 101 – Understanding and applying the basics

1:00 p.m. – 1:30 p.m.

Conference Opening

1:30 p.m. – 3:00 p.m.

General session: The New Era: State of the State in terms of extreme water and fire issues, and what it means for LAFCo

3:00 p.m. – 3:30 p.m.

Refreshment Break With Sponsors

3:30 p.m. – 5:00 p.m.

General session: The “bilities” of water and the LAFCo connection: Availability, accessibility, and portability (along with quality and state mandates)

5:30 p.m. – 7:00 p.m.

CALAFCO Reception

Dinner on your own





Thursday, October 7th

7:00 a.m. – 9:00 a.m.

Continental Breakfast Buffet

8:00 a.m. – 8:45 a.m.

Regional Caucus meetings and Elections

9:00 a.m. – 10:00 a.m.

CALAFCO Annual Business meeting

All members are invited to attend.

10:00 a.m. – 10:30 a.m.

Refreshment Break with Sponsors

10:30 a.m. – 11:45 a.m.

Regional Roundtables

12:00 p.m. – 1:30 p.m.

Luncheon

1:45 p.m. – 3:00 p.m.

Concurrent Breakout Sessions

- Looming Pension Liabilities
- City/District Funding and tax sharing agreements
- Post-pandemic workforce best practices for hiring staff

3:00 p.m. – 3:15 p.m.

Refreshment Break

3:15 p.m. – 5:00 p.m.

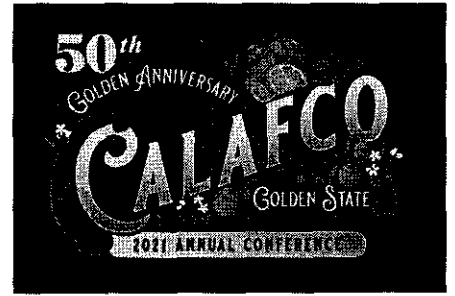
Concurrent Hot Topic Facilitated Discussions

3:15 p.m. – 4:05 p.m.

Round 1: Choose between:

- Local water issues
- Local fire issues
- LAFCo indemnification





4:15 p.m. – 5:00 p.m.

Round Two: Choose between:

- Local water issues
- Local fire issues
- Housing, RHNA & LAFCo decisions

5:30 p.m. – 6:15 p.m.

Pre-dinner Reception with Sponsors

6:15 p.m. – 8:30 p.m.

Banquet and Awards

Friday, October 8th

7:30 a.m. – 9:00 a.m.

Breakfast Buffet

7:30 a.m. – 8:30 a.m.

CALAFCO Board of Directors meeting

9:00 a.m. – 10:30 a.m.

General session: Cybersecurity threats to local agencies

10:30 a.m. – 10:45 a.m.

Refreshment Break

10:45 a.m. – 12:00 p.m.

General session: CALAFCO legislative update

Conference adjourns

