

# Modoc Local Agency Formation Commission

## REGULAR MEETING AGENDA

Website: [www.modoclafco.org](http://www.modoclafco.org)

**TUESDAY October 13, 2020 – 4:00 PM**

City Council Chambers  
Alturas City Hall  
200 North Street, Alturas, CA 96101

*(All meeting materials are available on LAFCo's Website: [www.modoclafco.org](http://www.modoclafco.org))*

**1. Call to order / Pledge of Allegiance**

Commissioners

Cheryl Nelson, City Member  
Ned Coe, Chair, County Member  
\_\_\_\_\_, Public Member  
Mark Steffek, Vice-Chair City Member  
Kathie Rhoads, County Member  
LAFCO Staff  
John Benoit, Executive Officer  
Scott Browne, LAFCO Counsel  
Macey Binning, Clerk

Alternate Members

Marie Neer, Public Member Alt.  
Geri Byrne, County Member Alt.  
Yolanda Lewis, City Member Alt

**2. Approval of the Agenda (Additions and Deletions)**

**3. Appoint Public Member and Public Member Alternate to serve for a term ending in May 2024**

- a. *Interview, as necessary and appoint a Public Member and a Public Member Alternate to serve terms ending in May 2024.*

**4. Correspondence: Calafco Elections 2020**

**5. Consider Minutes for the August 11<sup>th</sup>, 2020 LAFCo meeting**

- a. *Approve minutes from the August 11<sup>th</sup>, 2020 LAFCo Meeting*

**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 Chair 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.

**7. Authorize payment of claims**

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

**8. Daphnedale CSD**

- a) *Hold discussion, review information request and authorize staff to mail the information request to the District.*

**9. 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*

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

- a) *Fee updates - 2007*
- b) *Application Forms – 2014*
- c) *Records Retention Policy - 201*

**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. Adjourn to the next regular meeting on December 15, 2020**

*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 area available for review for public inspection in the Modoc County Planning Department office located at on 203 W. 4<sup>th</sup> Street, Alturas CA. [such documents are also available on the Modoc LAFCO website ([www.modoc.lafco.ca.gov](http://www.modoc.lafco.ca.gov)) to the extent practicable and subject to staff's ability to post the documents prior to the meeting]*

Accessibility

An interpreter for the hearing-impaired may be made available upon request to the Executive Officer 72 hours before a meeting.

The location of this meeting is wheelchair-accessible.

Disclosure & Disqualification Requirements

Any person or group of persons acting in concert who directly or indirectly contribute \$1,000 or more in support of or in opposition to a change of organization or reorganization that has been submitted to Modoc LAFCO must comply with the disclosure requirements of the Political Reform Act of 1974 applicable to local initiative measures to be submitted to the electorate. These requirements contain provisions for making disclosures of contributions and expenditures at specified intervals; they may be reviewed at Government Code §§56700.1 and 81000 *et seq.* Additional information about the requirements pertaining to local initiative measures to be presented to the electorate can be obtained by calling the Fair Political Practices Commission at (916) 322-5660. A LAFCO Commissioner must disqualify herself or himself from voting on an application involving an "entitlement for use" (such as an annexation or sphere amendment) if, within the last twelve months, the Commissioner has received \$250 or more in campaign contributions from the applicant, any financially interested person who actively supports or opposes the application, or an agency (such as an attorney, engineer, or planning consultant) representing the applicant or an interested party. The law (Government Code Section 84308) also requires any applicant or other participant in a LAFCO proceeding to disclose the contribution amount and name of the recipient Commissioner on the official record of the proceeding. Contact LAFCO Staff LAFCO staff may be contacted at (530) 233-9625 or by email at [j.benoit4@icloud.com](mailto:j.benoit4@icloud.com) Copies of reports to the extent feasible are located on the LAFCO webpage at: [www.modoclafco.org](http://www.modoclafco.org)

**OPENING FOR A CITIZEN TO SERVE AS THE PUBLIC MEMBER OR  
ALTERNATE ON  
THE LAFCO COMMISSION**

The Modoc Local Agency Formation Commission (LAFCO) has an opening for one Modoc County citizen to serve on LAFCO as a Public Member or Alternate to fill terms ending in May 2024. The current public member alternate may be appointed as the regular public member. LAFCO is a distinct agency created by state legislation to ensure that changes in governmental organization occur in a manner, which provides efficient, quality services and preserves open space and agricultural land resources. LAFCO is charged with applying the policies and provisions of the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 in its decisions regarding annexations, incorporations, reorganizations, and other changes of local government. LAFCO's webpage is: [www.modoclafco.org](http://www.modoclafco.org)

LAFCO meets every other month at the City Council chambers or as otherwise necessary in Alturas.

The appointment is for a Public Member or Public Member Alternate who resides anywhere within Modoc County including the Alturas city limits to sit as public members on the Commission. No officer or employee of the county or the city or district within Modoc County is allowed to sit as a Public Member on the Commission. LAFCO's Public Members, as are all other Commissioners, are paid a meeting stipend and is required to file an annual Statement of Economic Interest.

If you are interested, we invite you to send a letter or email describing your background and reasons for wanting to become the selected Public Member or Alternate to serve on the Modoc Local Agency Formation Commission no later than Friday October 9<sup>th</sup> 2020. If you have any questions, please do not hesitate to call John Benoit, Executive Officer at (530) 233-9625 or email [j.benoit4@icloud.com](mailto:j.benoit4@icloud.com) Please mail your letter of interest describing your background to Modoc LAFCO, P.O. Box 2694 Granite Bay, CA 95746 or preferably email a letter of interest to [j.benoit4@icloud.com](mailto:j.benoit4@icloud.com) Applicants will be invited to the October 13<sup>th</sup>, 2020 LAFCO meeting at 4:00 p.m. for an interview with the Commission at the Alturas City Council Chambers, 200 North Street in Alturas. Selection will take place following the interviews.

Dated: September 9, 2020

Modoc LAFCO  
John Benoit  
EXECUTIVE OFFICER

**Marie Neer  
P. O. Box 1705  
Alturas, California 96101**

**16 September 2020**

John Benoit, EO  
Modoc County LAFCo

Dear John,

Please accept this document as my letter of interest in reapplying for the Member at Large position on the Modoc County LAFCo Board of Directors.

Sincerely,

Marie Neer



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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](http://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](http://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**

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

\* incumbent

**Local Agency Formation Commission of Modoc County**  
**Meeting Minutes**  
**August 11, 2020**

**1. Call to order / Pledge of Allegiance**

Vice Chair Steffek called the meeting to order at 4:06 p.m. in City Council Chambers at 200 W. North Street in Alturas, CA. Commissioner Rhoads, Commissioner Lewis, and Commissioner Neer were present. Commissioner Coe arrived to the meeting at 4:20 p.m. Commissioner Nelson and Commissioner Byrne were absent. Public attending 0.

Staff Present: John Benoit, Executive Officer and Macey Binning, Clerk.

Pledge of Allegiance.

**2. Approval of the Agenda (Additions and Deletions)**

Commissioner Rhoads made the motion to approve the agenda as presented; seconded by Commissioner Neer. In favor were Commissioners Rhoads, Lewis, Neer and Steffek.

Motion passed unanimous

**3. Correspondence**

Executive Officer Benoit reported that the Commissioners were provided the updated certificate of insurance in their packet. Executive Officer Benoit did not receive any other correspondences to present to the Commissioners.

**4. Consider Minutes from the June 9, 2020 LAFCo meeting**

Commissioner Rhoads made the motion to approve the June 9, 2020 LAFCo meeting minutes; seconded by Commissioner Neer. In favor were Commissioners Rhoads, Lewis, Neer and Steffek.

Motion passed unanimous

**5. Public Comment – None**

**6. Authorize payment of Claims for June 2020 and July 2020**

Commissioner Rhoads made the motion to authorize the payment claims for June 2020 and July 2020; seconded by Commissioner Neer. In favor were Commissioners Rhoads, Lewis, Neer and Steffek.

Motion passed unanimous

**7. Daphnedale CSD**

Commissioner Steffek requested Executive Officer John Benoit to add Daphnedale Service District to the LAFCo agenda. Mr. Steffek is concerned since there has not been any communication from Daphnedale Service District, nor has there been any effort to become compliant with service district requirements. Currently Daphnedale is delinquent to the City of Alturas of approximately \$60,000 for sewer service fees. Mr. Steffek contacted the Modoc Auditor and discovered the Daphnedale has received at least three payment from the Auditors office. However, the City has not received a payment since June, 2019. In this discussion Mr. Steffek would like to know how to move forward to resolve these issues.

Executive Officer Benoit responds either the County or City will need to take responsibility. Which is not favorable to either. Mr. Benoit suggests that a CSD can be taken over by Modoc County Board. However, Mr. Benoit has the impression that Modoc County Board is not interested in proceeding in that direction. Mr. Benoit also suggests the City could annex Daphnedale into the City limits. However, again Mr. Benoit believes that the City is not interested in proceeding in that direction either. Plus, the residents of the Daphnedale Service District could protest being annexed in the City limits. Mr. Benoit informs the Commissioners they could also consider making the Daphnedale Service District into a subsidiary district of the City. Mr. Benoit also believes if the Daphnedale Service District could constitute a board then they City could have a contract to manage the service district which could be reimbursed.

Commissioner Rhoads inquires if Daphnedale became a subsidiary to the City would the City be able to raise the rates?

Executive Officer Benoit replies that the City would need to conduct the Prop 218 process since it is sewer rates. The process consists of a 45-day notice, and holding a protest hearing at City Hall which is not an election process. However, if they receive a sufficient number of protests it will become an election for landowners that are in that district.

Commissioner Rhoads inquires if Daphnedale became a subsidiary would the delinquent amount of \$60,000 be considered for repayment to the City.

Executive Officer Benoit confirms that it would. Mr. Benoit explains the same time that the Daphnedale District is being dissolved, LAFCo can direct the County to wrap up the affairs of the Daphnedale Service District. Which means the \$60,000 would be given to the City.

Commissioner Steffek inquires how to proceed to take action for dissolution of the Daphnedale Service District.

Executive Officer Benoit informs Commissioner Steffek that LAFCo can initiate the dissolution for the City. Mr. Benoit would need review the protest proceedings. However, he believes it is 25% vote. Normally it is a 10% vote. Mr. Benoit recommends this need to be contingent upon approval of Prop 218 process.

Commissioner Steffek wonders who would take over the District.

Mr. Benoit informs Commissioner Steffek if the City initiates the dissolution then the City Council would be taking over the District. Which would give the City control over the accounts. However, someone will need to be the successor agency. Mr. Benoit suggests it could be the County if they are willing to take it. Mr. Benoit questions why go through that when the Modoc County Board can assume the Board of the CSD. Since Daphnedale has chronic failure to requisite of a 5-member board which Mr. Benoit knows that is not the pleasure of Modoc County Board.

After discussion Executive Officer Benoit suggests the best way to proceed is for the City Council to meet and decide what the City Council would like to do on this matter.

Commissioner Steffek asks Executive Officer Benoit if he could be present at the next City Council meeting.

This agenda item has been tabled until the City Council meets and discusses the direction they would like to proceed to resolve this issue.

At 4:20 pm Chair Coe was able to attend the meeting. Vice Chair Steffek turned the meeting over to Chair Coe.

**8. Biennial Conflict of Interest Code Review**

Executive Officer Benoit informs Commissioner the Biennial Conflict of Interest Code is to be reviewed. In 2018 the Modoc LAFCo updated their Conflict of Interest Code. Mr. Benoit's recommendation would be to select no amendment is required and authorize Mr. Benoit to submit the form to the County Clerk.

Commissioner Neer made the motion after reviewing the 2020 Biennial Notice to select no amendment is required and authorize Mr. Benoit to submit the form to the County Clerk.; seconded by Commissioner Steffek. In favor were Commissioners Rhoads, Lewis, Neer, Steffek, and Coe.

Motion passed unanimous

**9. Letter of Opposition to SB 414**

Executive Officer Benoit recommends to the Modoc LAFCo to oppose SB 414. The reason for this is in June 25, 2019 this bill was amended in the Assembly and became a two-year bill. However, since then they've made 108 amendments to SB 414. Their intention is to resubmit this Senate Bill. This Senate Bill would take authority away from LAFCo to form districts. This would create a California small system water authority which would be a district. LAFCo would give it statutory mandatory duties and would not be compensated for their efforts. Which could potentially cost the City and County if was proposed in Modoc County. Mr. Benoit believes this a later reiteration of SB 88 which would give the State Board authority to merge districts without going through LAFCo.

Chair Coe expanded that he researched this senate bill on the legislative search and saw that it died in appropriations over a year ago. However. Mr. Coe knows there is no such thing as death in the legislature.

Commissioner Steffek made the motion to authorize the Chair to sign a letter opposing SB 414 to the Chair of the Assembly Appropriations Committee and Senate Member Anna Caballero.; seconded by Commissioner Lewis. In favor were Commissioners Rhoads, Lewis, Neer, Steffek, and Coe.

Motion passed unanimous

**10. Election for 2020-2021 Calafco Board of Directors**

Executive Officer Benoit explained to the Commissioners that CALAFCo was divided into four districts, the Northern District consists of twenty-one Counties. Within the twenty-one Counties is

a representative for a Public Member, County Member, and a City Member to be nominated. The Modoc County LAFCo does not need to take any action if there is no one willing to be nominated to represent the Northern District. Mr. Benoit would like for the Chair to attend and vote at the virtual CALAFCo Northern District members on behalf of Modoc LAFCo.

Chair Coe inquires if any Commissioners would like to be nominated for the Northern District.

Commissioners were not interested.

Commissioner Rhoads made the motion to authorize the Chair to vote for CALAFCo Northern District members on behalf of Modoc LAFCo.; seconded by Commissioner Neer. In favor were Commissioners Rhoads, Lewis, Neer, Steffek, and Coe.

Motion passed unanimous

**11. Executive Officer's Report**

Executive Officer Benoit reports if the Commissioners are considering dissolving the Daphnedale Service District, before LAFCo can take action an MSR needs to be completed for the district or prepare a report which states findings of why this district should be dissolved.

**12. Commissioner Reports – None**

There being no further business to come before the Commission. Motion made by Commissioner Rhoads to adjourn at 5:00 p.m.; seconded by Commissioner Neer. In favor were Commissioners Rhoads, Neer, Lewis, Steffek and Coe.

Motion passed unanimous

# Modoc Local Agency Formation Commission

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## CLAIMS

for

August 2020 - September 2020

### Authorize Claims for FY 2020-2021

Sept 1, 2020	Staff Svcs and Expenses August 2020	\$ 3,624.97
June 9, 2020	Meeting stipend 6.9.20	\$ 500.00
October 1, 2020	Staff Svcs and Expenses Sept 2020	\$ 2,587.37
Sept 15, 2020	Modoc Record Legal notice PM recruitment	\$ 102.00
Aug 11, 2020	Commissioner Stipend August 11, 2020	\$ 500.00
	<b>TOTAL:</b>	<b>\$ 6,814.34</b>

**DATED:** October 13, 2020

**APPROVED:** October 13, 2020

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**Ned Coe, Chair Modoc Local Agency Formation  
Commission**

**Attest:**

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**John Benoit  
Executive Officer**

Modoc LAFCo  
Expenditures and Revenue  
FY 2020-2021

Item Account Number	FFS Scanning 4210	Memberships 4420	copies 4210	postage 4371	Communications 427	Office Exp 4210	Counsel 4009	staff Svcs 4604	Clark Costs 4006
Total Budgeted 2020-2021	\$ 3,000.00	\$ 1,130.00	\$ 1,200.00	\$ 300.00	\$ 1,000.00	\$	\$ 2,000.00	\$ 36,000.00	\$ 720.00
Calafco Dues 20-21		\$ (1,130.00)							
JB staff exp July 2020			\$ (10.00)	\$ (0.50)	\$ (79.45)			\$ (2,560.00)	
JB Staff exp August 2020			\$ (15.00)		\$ (79.97)			\$ (3,410.00)	\$ (120.00)
JB Staff exp September 2020			\$ (10.00)		\$ (83.07)			\$ (2,422.50)	
Modoc Record Pub Mem recruitment 9, 2020									

Total Expenditures to date	\$ -	\$ (1,130.00)	\$ (35.00)	\$ (0.50)	\$ (242.49)	\$ -	\$ -	\$ (6,382.50)	\$ (120.00)
Total Budget Remaining	\$ 3,000.00	\$ 1,130.00	\$ 1,165.00	\$ 299.50	\$ 757.51	\$ -	\$ 2,000.00	\$ 27,617.50	\$ 600.00

unaudited	July 1, 2020 City Fund Carryover	\$ 21,378.94	\$ 24,387.59
	20-21 Actual City/Co Contributions		
	FY 2020-21 City Anticipated Funds Transf	\$ 24,897.50	\$ 24,897.50
	2020-21 County-City Funds anticipated	\$ 24,897.50	\$ 46,866.70
	Funds received		
	REVENUE FOR PROJECTS		
	Interest		
	Anticipated Funds received	\$ (10,064.29)	
	Less Expenditures	\$	\$ 14,303.30
	Actual Cash Balance	\$	\$

Modoc LAFCO  
Expenditures and Revenue  
FY 2020-2021

Item	Account Number	File Scanning Program	Memberships	copies	postage	Communications	Office Exp.	Counsel	staff Svcs	Chert Costs
		4420	4210	4211	4221	4210	4008	4004	4006	
Total Budgeted 2020-2021		\$ 3,000.00	\$ 1,130.00	\$ 1,200.00	\$ 300.00	\$ 1,000.00	\$	\$ 2,000.00	\$ 35,000.00	\$ 720.00
Catalco Dues 20-21			\$ (1,130.00)							
JB staff exp July 2020			\$ (10.00)	\$ (10.00)	\$ (0.50)	\$ (79.45)			\$ (2,550.00)	
JB Staff exp August 2020			\$	\$ (15.00)	\$	\$ (79.97)			\$ (3,410.00)	\$ (120.00)
JB Staff exp September 2020			\$	\$ (10.00)	\$	\$ (83.07)			\$ (2,422.50)	
Modoc Record Pub Mem recruitment 9, 2020										

Modoc Record Pub Mem recruitment 9, 2020

Total Expenditures to date		\$	\$ (1,130.00)	\$ (35.00)	\$ (0.50)	\$ (242.49)	\$	\$ 2,000.00	\$ (6,392.50)	\$ (120.00)
Total Budget Remaining		\$	\$	\$ 1,165.00	\$ 299.50	\$ 757.51	\$	\$	\$ 27,617.50	\$ 600.00

unaudited

July 1, 2020 City Fund Carryover \$ 21,376.94 \$ 24,387.59

20-21 Actual City/Co. Contributions \$

FY 2020-21 City Anticipated Funds Transf \$ 24,897.50

2020-21 County-City Funds anticipated \$24,897.50 \$ 46,866.70

Funds received

REVENUE FOR PROJECTS

Interest

Anticipated Funds received \$ (10,084.29)

Less Expenditures \$ 14,303.30

Actual Cash Balance





October 13, 2020

Daphnedale Community Services District  
P.O. Box 1823  
Alturas, CA 96101

RE: Municipal Service Reviews and Sphere of Influence Updates

Dear General Manager:

The Modoc Local Agency Formation Commission (LAFCO) is conducting a municipal service review update for local agencies under its jurisdiction, as required by Government Code §56430 and §56425. This update may be less of a burden on the agencies than the initial municipal service review conducted in 2010, because we will be using and updating all the information your agency provided to LAFCO in the first municipal services review. Attached is a copy of the 2010 MSR prepared for your agency.

A municipal service review is a means for identifying and addressing the relationship between regional issues, goals and objectives, and various service options. In accordance with the law, the review must address each of the following topics:

1. Growth and population projections for the affected area;
2. The location and characteristics of any disadvantaged unincorporated communities within or contiguous to the SOI (Required for Districts or Cities that provide domestic water, sewer or fire protection);
3. Present and planned capacity of public facilities and adequacy of public services, including infrastructure needs or deficiencies;
4. Financial ability of agencies to provide services;
5. Status of, and opportunities for shared facilities;
6. Accountability for community service needs, including governmental structure and operational efficiencies; and
7. Any other matter related to effective or efficient service delivery, as required by commission policy.

We consider the preparation of service reviews to be a cooperative effort involving the staff of local agencies and LAFCO. In addition to responding to LAFCO requests for information as required under Government Code §56386, your agency may be contacted for an interview and asked to review a draft profile of your agency.

LAFCO will be contacting your agency to collect information and occasionally ask clarifying questions throughout the service review process. Your agency is asked to

complete the attached Request for Information by December 15, 2020. Please send your responses directly to LAFCO. Responses may be emailed or mailed directly to:

Modoc LAFCO  
P.O. Box 2694  
Granite Bay, Ca 95746

Email: [j.benoit4@icloud.com](mailto:j.benoit4@icloud.com)

Phone: 530.233.9625

LAFCO is sending a copy of this request for information to the mail on file for your agency. Please provide us with an email address for the designated LAFCO liaison of your agency, so that we may reduce postage and paper costs in the future.

If you have questions or need assistance completing this questionnaire, please contact John Benoit at 530.233.9625 or [j.benoit4@icloud.com](mailto:j.benoit4@icloud.com).

LAFCO sincerely is looking forward to collaborating with and learning more about your agency's needs through this process. We are open to any suggestions or comments you might have on service review process, forms or procedures.

Sincerely,

JOHN BENOIT  
EXECUTIVE OFFICER

**MODOC LAFCO**

**Wastewater Collection Questionnaire  
For Municipal Service Review**

**Name/Title:** Daphnedale CSD Service Review

**Agency:** Daphnedale CSD

**Phone #/Email:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Note: This questionnaire does not allow sufficient space to answer most of the questions. Please provide the requested information on separate paper, being sure to correspond your numbered answers to the outline below. Thank you.

**I. PERSONNEL**

1. How many personnel in your agency?

Maintenance: \_\_\_\_\_

Level/Grade: \_\_\_\_\_

Engineering: \_\_\_\_\_

Administration: \_\_\_\_\_

2. List the specific qualifications of your water operators and financial staff.

3. Please provide a copy of your current organizational chart.

4. Do you provide 24-hour service?

5. What specific technical and safety training programs do you have for your employees?

6. What is your safety record?

7. Please provide a copy of your personnel rules or employee handbook.

8. Is your agency adequately staffed?

**II. INFRASTRUCTURE AND CAPACITY**

1. Has your agency developed a Master Plan or Facilities Plan? If yes, please indicate the date of adoption and any amendments to the plan. Are these plans current?
2. Are any facilities located in a Flood Zone, High Seismic Hazard Zone, etc?
3. Please indicate the most commonly occurring problem(s) with your wastewater collection system, i.e., leaks, odor problems, etc.
4. How many connections are on your system, specifying single-family, multi-family, commercial or industrial? Are there any standby services?
5. Do you have, or expect to receive, any Notices of Violation, Cease and Desist orders, or any other action by a regulatory agency.
8. How old is your infrastructure, and do you have any expansion projects currently proposed or underway.
9. Does your agency have any outstanding commitments for future service?
10. Do you serve anyone outside your district boundaries?
11. How much wastewater does your agency lose from leakage (I and I) resulting in a loss of capacity?

### **III. EQUIPMENT**

1. Does your agency have all the equipment necessary to perform its function?
2. What is the age and/or condition of the equipment? Does it perform reliably? Does it meet industry standards?
3. What restrictions are there on the use or availability of any of your equipment at any time?
4. Do you share any equipment with other agencies?
5. Does your agency have a clearly stated needs and preference list?
6. Do you have a copy of your fixed assets and capital improvements list?

### **IV. SAFETY & ENVIRONMENT**

1. Do you have an emergency response plan?
2. Do you have routine safety inspections?
3. Describe any applicable watershed or environmental concerns?
4. Do you have reciprocal emergency response agreements with other county or city agencies outside your service area?

## **V. FINANCIAL**

1. Please list all agency revenue *sources* and *amounts*, such as new hook-up fees, taxes, service charges, grants, etc.
2. How are your rates established, i.e., Cost of Services Study, CPI index, etc?
3. Does your agency receive adequate funds to operate effectively and efficiently?
4. Please describe what your agency has in the way of contingency, emergency, and/or reserve funds?
5. Do you have any debt? Debt owed to whom? What is the total sum of your agency's debt?
6. Has your agency developed a Capital Improvements Plan/Program?
7. Define reserve capital water funds in terms of dollars needed for the next 5 years of capital outlay. If no growth occurs, how will you provide funding?
8. Who performs your financial transactions, the County Auditor, independent bookkeeper, or in-house financial department? Do these services include payroll and billing? Is it more cost effective to outsource these services?
9. Do you use a competitive bid process?
10. How is infrastructure associated with new development paid for?
11. Does your agency have a bond rating? What investment policies does your agency have?
12. Does your agency currently use any cost avoidance practices?
13. Does your agencies) services or facilities overlap those provided by other agencies?
14. Does your agency take advantage of pooled resources such as shared insurance?
15. Do you seek/use grants? If so, what grants do you currently have pending? Do you administer your own grants?
16. What do you believe is the most cost-effective manner in which to administer your service(s)?

## **VI. POPULATION AND GROWTH**

1. Does your agency have or utilize population projections or do you rely on County population standards to predict future needs? Do you have a Master Plan and does it contain population projections?
2. Are you aware of the zoning and General Plan designations within your Sphere of Influence and do you utilize these in your population projections?
3. What are your population projections for the next 10 and 20 years?
4. Do you coordinate with the appropriate land use authority for new projects?

5. Please describe any development proposals within or around your jurisdiction of which you are aware.
6. How many commercial, residential and industrial connections do you have?
7. What are your agency's policies regarding influencing compact development, smart growth, and infill development in order to deliver more cost-effective services?
8. Do you consistently follow and/or comment on Environmental Reviews and development proposals?
9. What are your agency's strategies to assist in directing growth?

**VII. STATUS OF AND OPPORTUNITIES FOR SHARED FACILITIES**

1. Does your agency recommend any existing or potential shared facility options or opportunities? Why?
2. Does your agency currently share any equipment or facilities with another service provider?
3. Do the facilities you have planned in the future duplicate any existing or proposed facilities of another service provider?
4. Does your agency have excess system capacity, or underutilized buildings?
5. Does your agency provide service outside of your district boundary?
6. Does your Agency share equipment, personnel, or infrastructure with any other entity(s)? If yes, how and what? If no, why not?
7. Do you share equipment and (or) personnel as part of any agreements? When do they expire?

**VIII. GOVERNMENT SERVICE OPTIONS**

1. Does your agency recommend any government structure options that could benefit service users?
2. Please describe any proposed or actual consolidations/reorganizations of your agency in the past 10 years.
3. Are there any pending service provider proposals for reorganizations or other boundary changes? Where? Why?
4. Have affected agencies considered consolidations or reorganizations during the past 10 years?
5. What are the issues in considering or not considering consolidations or reorganizations?
6. What type of government structure options, if any, could apply to, or positively impact, the services in question?

## **IX. GENERAL**

1. How does your Agency stay in contact with the public, i.e., newsletters, workshops, websites, etc.?
2. Does your agency participate in regional, state or local water/wastewater forums? Are you a member of any Association or the California Special Districts Association?
3. What kind of complaints have you received from the public?
4. Do you provide input into proposed development?
5. Please describe your water/wastewater recycling or conservation programs. Please describe what area-wide water conservation programs in which you participate.
6. What applicable industry standards has your agency used or adopted? Do you meet those standards, including but not limited to number of personnel ratio to houses/area equipment?
7. Do you have any agreements for service with other agencies or private companies or individuals? What is the nature of these agreements?
8. When does your board meet?
9. Does the sizing of your infrastructure correspond to the planned land uses in and around your service area?
10. Is your level of services below, meet or exceed customer expectations?
11. What is an optimum minimum acceptable level of service for the services your agency provides?
12. Do you have any cost-avoidance measures to share with other service providers and LAFCO?
13. Does your agency have insurance? If so, what type and coverages do you have?
14. Has your agency prepared any income surveys in the past five years?

## **REQUEST FOR DOCUMENTS**

**Please provide the following documents (if available):**

- Audit – Last three Audits
- Budget – Last three Budgets including detailed proposed and actual expenditures.
- Copies of Agendas and Minutes for the past 3 years
- Copies of 700 forms for current Board Members
- Copy of any licenses such as a permit to operate from the State/County
- Copy of recent environmental documents prepared for facility expansions
- Copy of district regulations and bylaws
- Copy of Utility Rates/connection fees/capital improvement fees and ordinances or resolutions
- Copy of a policy document, a mission statement, goals, etc.
- A map of your agency's service area and all facilities including wastewater conveyance facilities

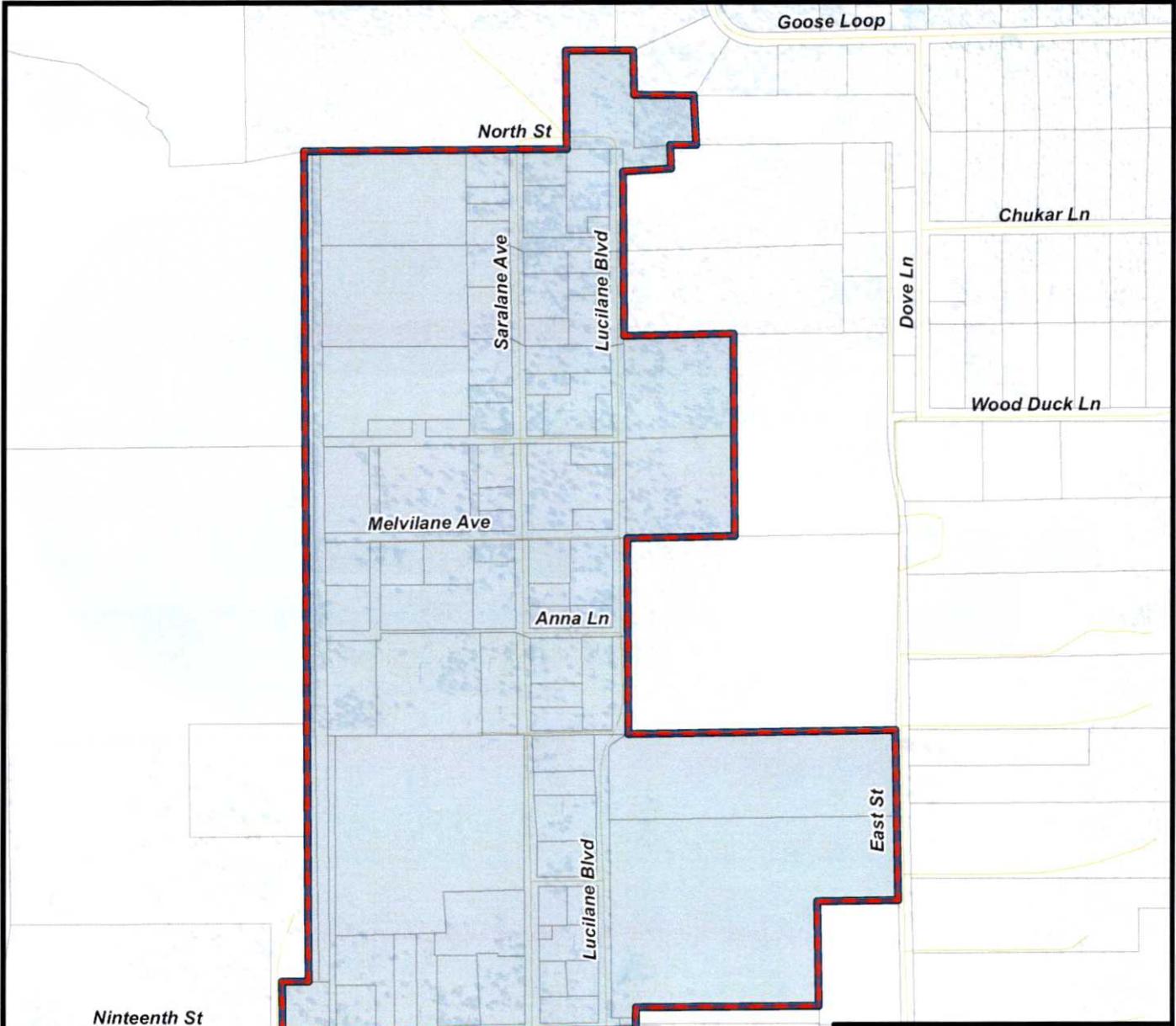
- Copy of your agency's latest current and approved WDR's or NPDES permits needed for operation and distribution
- Provide the most recent capital improvement plan, system master plan and regulatory permits outlining future priority projects.
- Provide a copy of any income surveys prepared for your agency in the past 5 years.

# MODOC LOCAL AGENCY FORMATION COMMISSION

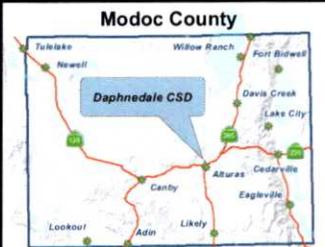
## DAPHNEDEALE COMMUNITY SERVICES DISTRICT

Range 12 East

Township 42 North

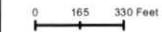


"This map does not depict a legal property boundary and may not be used as a legal description as defined in the Subdivision Map Act"



### Legend

- Highways
- Parcels
- Sectional Grid (MDB&M)



- Daphnedale Community Services District  
173.45 Acres
- Daphnedale Community Services District Boundary and Sphere Of Influence



### Daphnedale Community Services District Sphere of Influence

Modoc LAFCo Resolution: 2012-0001  
Adopted: April 10, 2012

Source: Modoc LAFCo

Map Created 9/28/2020

## 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.

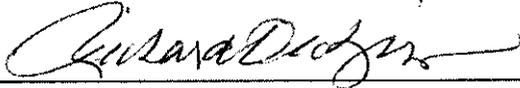
**SECTION 20: MISCELLANEOUS PROVISIONS**

- 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**

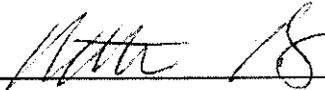
This Agreement may be executed in one or more counterparts and shall be as fully effective as though executed in one document.

CALAVERAS CONSOLIDATED FIRE

By: 

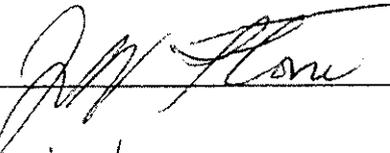
Date: 3/4/2020

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: \_\_\_\_\_

WEST POINT FIRE PROTECTION DISTRICT

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

Date: \_\_\_\_\_

EBBETTS PASS FIRE PROTECTION DISTRICT

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

Date: \_\_\_\_\_

MURPHYS FIRE PROTECTION DISTRICT

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

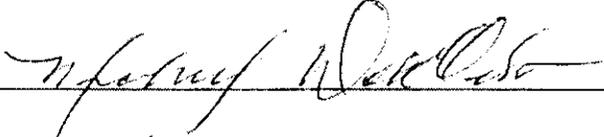
Date: \_\_\_\_\_

SAN ANDREAS FIRE PROTECTION DISTRICT

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

Date: \_\_\_\_\_

MOKELUMNE HILL FIRE PROTECTION DISTRICT

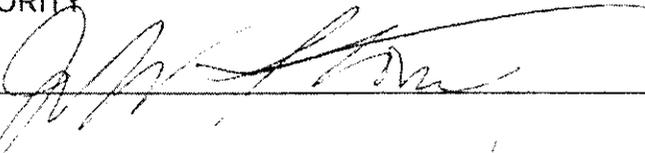
By: 

Date: 3/4/2020

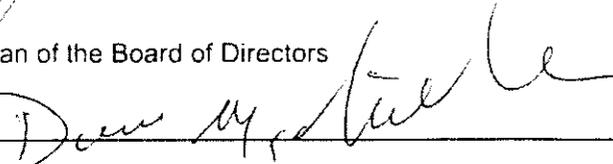
**EXECUTION BY AUTHORITY**

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 3/7/, 2020.

**AUTHORITY**

By: 

Chairman of the Board of Directors

By: 

Secretary of the Board of Directors