

Plumas LAFCo Agenda June 8, 2026

AGENDA

Regular Meeting

June 08, 2026 10:00 AM

Plumas County Courthouse - Board of Supervisor Chambers

520 Main Street, Quincy, CA 95971

www.plumaslafco.org

<https://us02web.zoom.us/j/84740785845?pwd=VjAvVmhmRY3ZZL2d6aHVuYyt0Tkpmdz09>

Public Member - Chair Matthew Haesche • County Member - Vice Chair Tom McGowan • City Member Jim Murphy • County Member Kevin Goss • City Member Bill Powers • City Member Alternate Mikki Brown • County Member Alternate Mimi Hall • Public Member Alternate Phil Oels

RULES AND PROCEDURES OF THIS COMMISSION

ZOOM Participation You may also use your computer or smart device to watch the video conference by downloading the Zoom ICloud Conference app or on the Zoom website, or you may dial in with your phone for audio only. See below for instructions on how to join.

The Commission welcomes you to its meetings which are regularly scheduled for the second Monday of every month at 10:00 a.m. Your interest and participation is encouraged and welcome.

As a courtesy, the LAFCO meeting is also accessible to public via live streaming at:

<https://us02web.zoom.us/j/84740785845?pwd=VjAvVmhmRY3ZZL2d6aHVuYyt0Tkpmdz09>

or by phone at: Phone Number 1-669-900-9128 Meeting ID: 847 4078 5845 Passcode: 239354 **Online and telephonic access does not guarantee the public the ability to observe the meeting in the event there is a disruption or connectivity issues that affect broadcasting. Members of the public who want to be assured that they have the ability to observe the meeting and make comment during the meeting, should attend the meeting in-person.**

Any person desiring to address the Commission on any item not on the agenda may do so during public comment period. Public comment during the meeting will be accepted in person only.

Public Comment can be made by clicking on the "comment" section directly from the agenda, next to each agenda item.

If you have any problems joining the meeting, please call LAFCo at (530)283-7069.

REASONABLE ACCOMMODATIONS

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. If other accommodations are required to assist a

person with a disability to participate in the meeting, please contact the Commission Clerk 24 hours before the meeting as indicated below.

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 Plumas 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.

Late-Distributed Materials. Any material submitted to the Commission after this agenda is posted will be made available for public inspection as soon as possible in the Plumas County Planning Department office at 555 Main Street, Quincy, CA. and at the LAFCo Webpage www.plumaslafco.org

Contact LAFCo Staff LAFCo staff may be contacted at 530-283-7069 or by mail at LAFCo of Plumas County, 5050 Laguna Blvd #112-711, Elk Grove, CA 95758 or by email at jennifer@pccateam.com or by fax at 888-501-0395.

1. Call to Order

- A. Pledge of Allegiance
- B. Roll Call

2. Public Comments

Discussion  [Comment](#)

Members of the public are invited to address the Commission on any matter of interest to the public that is not on the agenda for a period of time not exceeding 5 minutes. Pursuant to the Brown Act, the Commission cannot take any action on items not listed on the posted agenda but may add to a future agenda matters brought up under public comments for appropriate action at a future meeting.

3. Consent Agenda

Discussion Possible Action  [Comment](#) [View Item](#)

These items are expected to be routine and non-controversial. The Commission will act upon them at one time without discussion. Any Commissioners, staff member or interested party may request that an item be removed from the consent agenda for discussion.

- A. Approval of Minutes for April 13, 2026 Meeting

B. Payment of Claims for April and May 2026

4. Correspondence

Discussion  [Comment](#)

5. Final Budget for FY 26-27

Discussion Possible Action  [Comment](#) [View Item](#)

Consider the Final Budget for FY 26-27 with any necessary edits.

A. Receive staff report and Final Budget for FY 26-27

B. Conduct Public Hearing

C. Consider Resolution 2026-0002: Approving the Final Budget for FY 26-27

6. Approval of GSRMA Resolution for Liability Coverage

Discussion Possible Action  [Comment](#) [View Item](#)

GSRMA provided a quote of \$2,600 for liability insurance coverage. At Plumas LAFCo's April meeting, the Commission approved moving forward with transitioning from SDRMA to GSRMA for liability insurance coverage. In order to begin coverage, the Commission must become signatories to the agency's agreement by approving the attached resolution.

A. Consider approval of Resolution to become signatories to GSRMAs JPA.

7. Consideration of Memorandum of Understanding with the County for Clerking Services

Discussion Possible Action  [Comment](#) [View Item](#)

LAFCO is in need of consistent clerking services. Because County Staff is able to seamlessly operate the necessary media in the meeting room, it is recommended that LAFCO consider an agreement with the County for reimbursement for clerking services provided. This item is to review the draft MOU, provide feedback, and potentially delegate signing authority to the Chair and EO once the agreement is finalized by all parties.

A. Review the MOU and provide any edits or comments.

B. Consider authorizing the Chair and Executive Officer to sign the MOU upon agreement with the County.

8. Approve CALAFCO Conference Attendees for October 21-23, 2026

Discussion Possible Action  [Comment](#)

Plumas LAFCO Bylaws require Commission pre-approval prior to attendance at a conference for reimbursement purposes. Additionally, early bird discounts generally end in early August prior to our next meeting. In order to capitalize on these discounts, it is recommended that attendees be selected and approved.

A. Approve attendees to the CALAFCO conference to ensure Early Bird discount for registration.

9. Feather River CSD Complaints and Concerns

Discussion Possible Action  [Comment](#)

Members of the public have reached out regarding concerns about the Feather River CSD operations. These claims have not been substantiated yet. Ideally, LAFCO would conduct an MSR to look into the veracity of the claims. However, at present all MSR funds are dedicated to the Fire MSR and Plumas Eureka CSD MSR. Other options may be LAFCO staff or Commissioner attendance at a Feather River CSD meeting. Other options may be sending out an initial request for information to start the gathering process and develop a relationship with the District over the next year when funds will become available to conduct the MSR.

A. Provide feedback and/or direction to staff regarding LAFCO next actions regarding the District.

10. Executive Officer Report

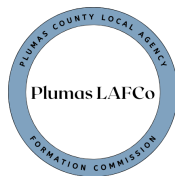
Discussion  [Comment](#) [View Item](#)

- A. Fire MSR
- B. Staff Workshop
- C. SB 827 Financial Training
- D. CALAFCO Board Meeting Update
- E. CALAFCO Quarterly Newsletter
- F. Whitehawk Ranch Transition Efforts

11. Commissioner Reports

Discussion  [Comment](#)

12. Adjournment



Plumas LAFCo Agenda April 13, 2026

MINUTES

Regular Meeting

April 13, 2026 10:00 AM

Plumas County Courthouse - Board of Supervisor Chambers

520 Main Street, Quincy, CA 95971

www.plumaslafco.org

<https://us02web.zoom.us/j/84740785845?pwd=VjAvVmhhRY3ZZL2d6aHVuYytOTkpmdz09>

1. Call to Order

The meeting was called to order at 10:00 am by Public Member - Chair Matthew Haesche.

1. Pledge of Allegiance

Led by Public Member - Chair Matthew Haesche

2. Roll Call

Present: Public Member - Chair Matthew Haesche, City Member Jim Murphy, County Member Kevin Goss, City Member Bill Powers, County Member Alternate Mimi Hall

2. Public Comments

3. Consent Agenda

1. Approval of Minutes for February 9, 2026 Meeting

2. Payment of Claims for February and March 2026

County Member Kevin Goss motioned to approve. City Member Bill Powers seconded the motion.

The roll call vote:

 Aye **Public Member - Chair Matthew Haesche** Aye **City Member Jim Murphy**
 Aye **County Member Kevin Goss** Aye **City Member Bill Powers** Abstained **County Member Alternate Mimi Hall**

4. Correspondence

5. DocAccess Accessibility Software Subscription Expansion

1. Receive presentation on DocAccess Accessibility Tool.

Motion was to go with second option that was presented by Jennifer S.

County Member Kevin Goss motioned to approve. County Member Alternate Mimi Hall seconded the motion.

The roll call vote:

Aye **Public Member - Chair Matthew Haesche** Aye **City Member Jim Murphy**
Aye **County Member Kevin Goss** Aye **City Member Bill Powers** Aye **County Member Alternate Mimi Hall**

2. Consider approval of Streamline agreement for DocAccess subscription and choose preferred agreement option.

No Action

6. **General Liability Insurance Options for FY 26-27**

1. Receive Staff Report on General Liability Insurance Options

County Member Kevin Goss motioned to approve. City Member Jim Murphy seconded the motion.

The roll call vote:

Aye **Public Member - Chair Matthew Haesche** Aye **City Member Jim Murphy**
Aye **County Member Kevin Goss** Aye **City Member Bill Powers** Aye **County Member Alternate Mimi Hall**

2. Choose Preferred General Liability Insurer for FY 26-27

County Member Kevin Goss motioned to approve. City Member Jim Murphy seconded the motion.

The roll call vote:

Aye **Public Member - Chair Matthew Haesche** Aye **City Member Jim Murphy**
Aye **County Member Kevin Goss** Aye **City Member Bill Powers** Aye **County Member Alternate Mimi Hall**

7. **Proposed Budget for FY 26-27**

1. Receive staff report and Proposed Budget for FY 26-27

No Action

2. Conduct Public Hearing

No Action

3. Consider Resolution 2026-0001: Approving the Proposed Budget for FY 26-27

County Member Kevin Goss motioned to approve. City Member Bill Powers seconded the motion.

The roll call vote:

Aye **Public Member - Chair Matthew Haesche** Aye **City Member Jim Murphy**
Aye **County Member Kevin Goss** Aye **City Member Bill Powers** Aye **County Member Alternate Mimi Hall**

8. **Outcome of CALAFCO Business Meeting**

1. Receive update from staff.

9. Executive Officer Report

1. Fire MSR

2. Staff Workshop

10. Commissioner Reports

11. Adjournment

Chair:

Matthew Haesche

Commissioners:

Tom McGowan, County
Kevin Goss, County
Bill Powers, City
Jim Murphy, City
Mimi Hall, County Alt
Mikki Brown, Alt
Phil Oels, Pub Alt

Executive Officer:

Jennifer Stephenson

Clerk:

Allen Hiskey



LAFCo

*The Local Agency Formation
Commission Serving Plumas County*

**Claim Authorization Form
April and May 2026 Expenses**

The Local Agency Formation Commission of Plumas County hereby authorizes the payment of the following claims from the 2025-2026 budget:

<u>Date of Claim</u>	<u>Description</u>	<u>Amount</u>
April 28, 2026	Streamline Web hosting	\$ 300.00
May 1, 2026	April 26 Meeting Per Diem & OASDI	\$ 638.25
May 12, 2026	Staff Svcs April 2026	\$ 8,644.03
May 28, 2026	Streamline Web hosting/DocAccess	\$ 804.40
June 2, 2026	Staff Svcs May 2026	\$ 8,354.14
TOTAL April/May 2025 (FY 26-27) - LAFCo expenses:		\$ 18,740.82

Transfer \$3,000 from Contingencies to MSRs/SOIs Budget Item.

DATED: June 8, 2026

APPROVED: June 8, 2026

Matthew Haesche, Chair, Plumas LAFCo

Attest:

Jennifer Stephenson, Executive Officer

Invoice



Invoice number **5A5A163C-0015**
Date of issue June 1, 2026
Date due July 1, 2026

Streamline (Powered by CivicPlus)
302 S 4th St
Suite 500
Manhattan, Kansas 66502
United States
+1 916-238-1811
support@getstreamline.com

Bill to
Jennifer Stephenson - Plumas LAFCO
5050 Laguna Blvd #112-711
Elk Grove, California 95758
United States
jennifer@pccateam.com

\$804.40 USD due July 1, 2026

Description	Qty	Unit price	Amount
DocAccess One-Time Setup Fee	700	\$1.00	\$700.00
Streamline Flex Jun 1–Jul 1, 2026	1	\$449.14	\$449.14
Subtotal			\$1,149.14
CSDA (30% off)			-\$344.74
Total			\$804.40
Amount due			\$804.40 USD

Questions about billing or looking to connect Bill.com?
Visit: www.getstreamline.com/billing
Call: 916-477-2455

Need our W-9 for tax purposes?
You can download it at www.getstreamline.com/w9.

If paying by check, include invoice number in the memo line on the check

Pay \$804.40 with a bank transfer

Bank transfers can take up to two business days. To pay via bank transfer, transfer funds using the following bank information.

Account holder Streamline (Powered by CivicPlus)
Bank name Wells Fargo
Routing number 121000248
Account number 40630201168429051
SWIFT code WFBUIUS6SXXX
Reference 5A5A163C-0015

Pay \$804.40 by check

Make payable to Streamline (Powered by CivicPlus)
Memo 5A5A163C-0015
Mail to PO Box 207561
Dallas, TX 75320-7561

Please enclose a printed copy of this Invoice PDF and use USPS. (Courier services may not deliver to PO Boxes.) Once received, checks are processed within 3 business days.

Invoice #PLUMAS-2026-5
Policy Consulting Associates, LLC

39774 Via Careza
Murrieta, CA 92563
(310) 936-2639
EIN #: 27-2523069

Date: June 2, 2026

Plumas LAFCO
520 Main St
Quincy, CA 96971

Staff Services

	Hours	Rate	Amount
Jennifer Stephenson, Executive Officer		\$4,060	\$4,060.00
County Clerk Services, Clerk (Minutes and agenda distribution)		\$170.00	\$0.00
County for Clerk (Admin Services)	0.00	\$35	\$0.00
Dennis Miller, GIS	0.00	\$70	\$0.00
Subtotal			\$4,060.00

Projects: Applications, MSRs and SOI Updates

	Hours	Rate	Amount
Jennifer Stephenson, Application/Projects	0.00	\$ 100.00	\$0.00
Jennifer Stephenson, MSR and SOI Updates	2.50	\$ 100.00	\$250.00
Oxana Wolfson Analyst	0.00	\$ 100.00	\$0.00
Melat Assefa, Analyst	0.00	\$ 65.00	\$0.00
Jill Hetland, Research Assistant (PECSO and Fire MSR)	65.25	\$ 45.00	\$2,936.25
Sean Nunes, Research Assistant	0.00	\$ 42.00	\$0.00
Liseth Spangrund, Office Assistant (Archiving)	24.75	\$ 35.00	\$866.25
Subtotal			\$4,052.50

Reimbursements

Publishing Costs			\$0.00
Workshop Meals (1/5)			\$37.36
Workshop Lodging (1/5)			\$110.52
Workshop Mileage 524 @ 0.725 (1/5)			\$75.98
Phone and Communications - Zoom			\$17.78
Office Supplies -			\$0.00
Mileage			\$0.00
Transportation and Travel			\$0.00
Subtotal			\$241.64

Amount Due **\$8,354.14**

Please remit invoices to Policy Consulting Associates, LLC

Jennifer Stephenson

Jennifer Stephenson, Principal

6/2/26

Date

Invoice #PLUMAS-2026-4
Policy Consulting Associates, LLC

39774 Via Careza
Murrieta, CA 92563
(310) 936-2639
EIN #: 27-2523069

Date: May 12, 2026

Plumas LAFCO
520 Main St
Quincy, CA 96971

Staff Services

	Hours	Rate	Amount
Jennifer Stephenson, Executive Officer		\$4,060	\$4,060.00
County Clerk Services, Clerk (Minutes and agenda distribution)		\$170.00	\$0.00
County for Clerk (Admin Services)	0.00	\$35	\$0.00
Dennis Miller, GIS	0.00	\$70	\$0.00
Subtotal			\$4,060.00

Projects: Applications, MSRs and SOI Updates

	Hours	Rate	Amount
Jennifer Stephenson, Application/Projects	0.00	\$ 100.00	\$0.00
Jennifer Stephenson, MSR and SOI Updates	5.50	\$ 100.00	\$550.00
Oxana Wolfson Analyst	0.00	\$ 100.00	\$0.00
Melat Assefa, Analyst	0.00	\$ 65.00	\$0.00
Jill Hetland, Research Assistant (PECSD and Fire MSR)	89.25	\$ 45.00	\$4,016.25
Sean Nunes, Research Assistant	0.00	\$ 42.00	\$0.00
Liseth Spangrund, Office Assistant (Archiving)	0.00	\$ 35.00	\$0.00
Subtotal			\$4,566.25

Reimbursements

Publishing Costs			\$0.00
Workshop/Registration			\$0.00
Phone and Communications - Zoom			\$17.78
Office Supplies - 1/4 boxes and files			\$0.00
Mileage			\$0.00
Transportation and Travel			\$0.00
Subtotal			\$17.78

Amount Due **\$8,644.03**

Please remit invoices to Policy Consulting Associates, LLC

Jennifer Stephenson

Jennifer Stephenson, Principal

5/12/26

Date

Plumas LAFCO FY 25-26 Bookkeeping

Item	Insurance	Office	Copies	Communications	Postage	Memberships	Legal Svcs	Ex. OFF. Svcs
<i>Account Number</i>	<i>SDRMA</i>	<i>Expense</i>						
Total Budgeted	\$3,764.91	\$ 750.00	\$ 400.00	\$ 250.00	\$ 300.00	\$2,005.00	\$3,000.00	\$ 48,720.00
Streamline July25								
Streamline August25								
Streamline September 25								
Staff Svcs July25		\$ (100.00)		\$ (17.37)				\$ (4,060.00)
Staff Svcs August25		\$ (178.30)		\$ (17.37)	\$ (37.33)			\$ (4,060.00)
Staff Svcs September				\$ (17.37)				\$ (4,060.00)
CALAFCO Dues						\$ (1,505.00)		
SDRMA Dues	\$ (3,278.32)							
CALAFCO Registration								
August Stipends								
August Mileage								
October Stipends								
October Mileage								
December Stipends								
December Mileage								
Goss CALAFCO Reimbursement								
Haesche CALAFCO Reimbursement								
CSDA Fees						\$ (750.00)		
Staff Svcs October 25		\$ (18.89)		\$ (17.37)				\$ (4,060.00)
Staff Svcs November 25				\$ (17.37)				\$ (4,060.00)
Staff Svcs December 25		\$ (7.34)		\$ (17.37)	\$ (33.40)			\$ (4,060.00)
Staff Svcs January 26				\$ (17.37)				\$ (4,060.00)
Streamline October25								
Streamline November25								
Streamline December 25								
Streamline January 26								
Staff Svcs February 26		\$ (1.55)						\$ (4,060.00)
February Stipends								
February Mileage								
County Invoice								
Staff Svcs March 26				\$ (17.78)				\$ (4,060.00)
Streamline February 26								
Streamline March 26								
Streamline April 26								
Streamline May 26								
Staff Svcs April 26								
Staff Svcs May 26								
April Stipends								
April Mileage								
TOTAL EXPENDED	(\$3,278)	(\$306.08)	\$0.00	(\$139.37)	(\$70.73)	(\$2,255)	\$0	(\$36,540)
TOTAL REMAINING	\$ 486.59	\$ 443.92	\$ 400.00	\$ 110.63	\$ 229.27	\$ (250.00)	\$ 3,000.00	\$ 12,180.00

Plumas LAFCO FY 25-26 Bookkeeping

Item	Clerk	Publications	Travel	Mileage	MSR/SOIs	Commiss	File Management
Account Number			Commission			Stipends	
Total Budgeted	\$ 1,520.00	\$ 800.00	\$ 6,000.00	\$ 1,500.00	\$ 23,500.00	\$ 5,237.00	\$ 4,400.00
Streamline July25							\$ (300.00)
Streamline August25							\$ (300.00)
Streamline September 25							\$ (300.00)
Staff Svcs July25	\$ (87.50)		\$ (175.00)	\$ (32.90)	\$ (202.50)		\$ (67.50)
Staff Svcs August25	\$ (170.00)				\$ (225.00)		
Staff Svcs September					\$ (1,102.50)		
CALAFCO Dues							
SDRMA Dues							
CALAFCO Registration			\$ (1,600.00)				
August Stipends						\$ (538.25)	
August Mileage				\$ (181.16)			
October Stipends						\$ (538.25)	
October Mileage				\$ (181.16)			
December Stipends						\$ (538.25)	
December Mileage				\$ (181.16)			
Goss CALAFCO Reimbursement			\$ (1,422.12)				
Haesche CALAFCO Reimbursement			\$ (2,059.82)				
CSDA Fees							
Staff Svcs October 25			\$ (250.13)	\$ (22.93)	\$ (798.75)		
Staff Svcs November 25	\$ (105.00)				\$ (1,487.50)		\$ (799.00)
Staff Svcs December 25	\$ (87.50)				\$ (967.50)		
Staff Svcs January 26					\$ (2,237.50)		\$ (227.50)
Streamline October25							\$ (300.00)
Streamline November25							\$ (300.00)
Streamline December 25							\$ (300.00)
Streamline January 26							\$ (300.00)
Staff Svcs February 26					\$ (7,401.25)		\$ (227.50)
February Stipends						\$ (538.25)	
February Mileage				\$ (181.16)			
County Invoice							
Staff Svcs March 26		\$ (26.00)	\$ (114.00)		\$ (5,572.50)		
Streamline February 26							\$ (300.00)
Streamline March 26							\$ (300.00)
Streamline April 26							\$ (300.00)
Streamline May 26							\$ (804.40)
Staff Svcs April 26							
Staff Svcs May 26							
April Stipends						\$ (638.25)	
April Mileage				\$ (181.16)			
TOTAL EXPENDED	(\$450.00)	(\$26)	(\$5,621)	(\$962)	(\$19,995)	(\$2,791.25)	(\$5,126)
TOTAL REMAINING	\$ 1,070.00	\$ 774.00	\$ 378.93	\$ 538.37	\$ 3,505.00	\$ 2,445.75	\$ (725.90)

Plumas LAFCO FY 25-26 Bookkeeping

Item	County	Health	CalPERS	Agency	TOTAL
<i>Account Number</i>	<i>Contract</i>	<i>Insurance</i>	<i>Unfunded</i>	<i>Training</i>	<i>BUDGET</i>
Total Budgeted	\$ 1,100.00	\$ -	\$ -	\$ -	\$ 103,246.91
Streamline July25					\$ (300.00)
Streamline August25					\$ (300.00)
Streamline September 25					\$ (300.00)
Staff Svcs July25					\$ (4,742.77)
Staff Svcs August25					\$ (4,688.00)
Staff Svcs September					\$ (5,179.87)
CALAFCO Dues					\$ (1,505.00)
SDRMA Dues					\$ (3,278.32)
CALAFCO Registration					\$ (1,600.00)
August Stipends					\$ (538.25)
August Mileage					\$ (181.16)
October Stipends					\$ (538.25)
October Mileage					\$ (181.16)
December Stipends					\$ (538.25)
December Milieage					\$ (181.16)
Goss CALAFCO Reimbursement					
Haesche CALAFCO Reimbursement					
CSDA Fees					\$ (750.00)
Staff Svcs October 25					\$ (5,168.07)
Staff Svcs November 25					\$ (6,468.87)
Staff Svcs December 25					\$ (5,173.11)
Staff Svcs January 26					\$ (6,542.37)
Streamline October25					\$ (300.00)
Streamline November25					\$ (300.00)
Streamline December 25					\$ (300.00)
Streamline January 26					\$ (300.00)
Staff Svcs February 26					\$ (11,690.30)
February Stipends					\$ (538.25)
February Mileage					\$ (181.16)
County Invoice	\$ (492.75)				\$ (492.75)
Staff Svcs March 26					\$ (9,790.28)
Streamline February 26					\$ (300.00)
Streamline March 26					\$ (300.00)
Streamline April 26					\$ (300.00)
Streamline May 26					\$ (804.40)
Staff Svcs April 26					\$ -
Staff Svcs May 26					\$ -
April Stipends					\$ (638.25)
April Mileage					\$ (181.16)
TOTAL EXPENDED	(\$492.75)	\$0.00	\$0	\$0	(\$74,571.16)
TOTAL REMAINING	\$ 607.25	\$ -	\$ -	\$ -	\$ 28,675.75

Plumas LAFCo

EXECUTIVE OFFICER'S REPORT

MEETING DATE: June 8, 2026
TO: LAFCO Commissioners
FROM: Jennifer Stephenson, Executive Officer
SUBJECT: FINAL Budget for the 2026-2027 Fiscal Year

EXECUTIVE OFFICER'S RECOMMENDATION: Review the proposed FINAL budget for the 2026-2027 Fiscal Year, amend as necessary, adopt the FINAL budget, and adopt the attached resolution (Resolution 2026-0002) approving the FINAL budget.

Attached is the proposed FINAL budget for Plumas LAFCO. The overall goal of this budget is to conduct LAFCO business in a proactive and sustainable manner involving the community while meeting the overall requirements of the Cortese-Knox-Hertzberg Act in the most economical manner.

The Budget Justification report prepared for the April 13, 2026 meeting discusses the justification for various expenditure items in the Proposed Budget. The Proposed FINAL budget is edited from the April 2026 adopted Proposed Budget in four ways – all noted in green font in Exhibit A. Liability and workers comp insurance are reduced to reflect the transition from SDRMA to GSRMA. Similarly, memberships are reduced to reflect the cancellation of the CSDA membership. File Management is reduced from the proposed budget to reflect savings from the original DocAccess quote. The cash balance carryover is moderately increased from the previously anticipated cash balance at year end.

SUMMARY OF EXPENSES:

Commissioner Stipends In FY 21-22, the stipend was reinstated for all Commissioners and in FY 22-23 the Commissioners were categorized as employees. The proposed budget includes stipends for all members as well as the employer share of FICA at \$5,237.

Liability and Worker's Compensation Insurance GSRMA coverage will be \$2,600. Additionally, the Worker's Compensation insurance is anticipated to remain unchanged \$577. In total, \$3,177 is budgeted for this item.

Memberships This item is reduced to \$1,550 for the CALAFCO membership and reflects savings from the cancellation of the CSDA membership.

Office Expense -Printing The budget allocated for printing purposes of special reports and agenda packets remains at \$400.

Office Expense – Postage The budget allocated for mailing of special reports, agenda packets, and communications with agencies is \$300.

Communications The communications budget is comprised of a Zoom membership totaling \$175.

Office Expense – Board Room Rental/Office Supplies This item covers office supply purchases. \$750 has been budgeted for this item in the upcoming fiscal year to account for the cloud storage system for digital archives.

Legal Services The Commission recommended in its proposed budget \$3,000 for this item, which includes miscellaneous general legal services. Legal services related to project processing will be billed to applicants.

LAFCo Staff Services The Commission recommended in its proposed budget \$48,720 for General Executive Officer services and \$1,520 for LAFCO Clerk Services for taking and transcribing meeting minutes and mailing of agenda packages.

Legal Notices/Publications The Commission recommended in its proposed budget \$800.00 for legal notices. Given the cost of increased legal advertising and the projected workload this amount is reasonable.

Personal Mileage This item is recommended to be \$2,000.00 for mileage costs for projects, commissioners to attend LAFCO meetings, and Board members to attend CALAFCO meetings.

Transportation and Travel The Commission recommended in its proposed budget \$6,000, which should be sufficient to cover staff participation in the CALAFCO Staff Workshop and for two Commissioners and staff to attend the CALAFCO Conference. This year's Annual CALAFCO Conference is on October 21 - October 23 in Sacramento for Commissioners.

Special Projects/MSRs These are proposed to be funded at \$25,000. This amount will be used to complete a countywide Fire MSR, conduct the Plumas Eureka CSD MSR and supplement application fees for fire reorganizations.

County Contract and Misc Services This item includes funds for financial management and is budgeted for \$1,100 and incidental costs.

Health Insurance – Gullixson Health insurance has been cancelled as of 5/1/24, so \$0 has been budgeted for the year.

Unfunded PERS Liability The CalPERS contract is cancelled and \$0 is budgeted for this item.

File Scanning and Management Over the last few years, LAFCo staff has worked on setting up a system for file digitization. This year it is recommended that \$9,600 be allocated to this item to continue scanning efforts and to cover webhosting and accessibility services provided by Streamline.

Contingency The Commission recommended in its proposed budget a contingency of \$5,000.

Reserve Fund: The Commission has chosen to work on developing a reserve and adopted a reserve fund policy of \$100,000 in its Policies and Procedures in 2019. At present, the Reserve Fund balance is \$59,618. The Final Budget proposes using contribution of \$9,000 to the reserve fund.

SUMMARY OF ANTICIPATED REVENUE

\$5,000 of Anticipated Fee Deposits for LAFCO project processing is included in this budget.

CARRYOVER

This year it was thought LAFCO would expend most of its entire budget. However, the carryover is higher than anticipated. Therefore, there will be an anticipated carryover of \$12,000, all of which is to be re-budgeted in FY 26-27 to lessen the burden on the financing agencies.

CITY/COUNTY SHARE OF THE COSTS OF LAFCO

The City/County Share of LAFCO is \$53,164.50 for the City and \$53,164.50 for the County.

Recommendation:

- a. Review, discuss, and consider the 2065-2027 Final Budget. A budget justification report for FY 2026-2027 was prepared by staff prior to the adopted proposed budget.
- b. Adopt LAFCO Resolution 2026-0002 approving a final budget.

Attachments:

Resolution 2026-0002, Adopting the FINAL 2026-2027 LAFCO Budget

Resolution 2026-0002

of the

PLUMAS Local Agency Formation Commission

Resolution of the Plumas Local Agency Formation Commission

Adopting a Final Budget for 2026-2027

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

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

WHEREAS, the Executive Officer has given notice of hearing in the form and manner specified by law for adoption of both the proposed and final budget and upon the date, time and place specified in said notice of hearing, the Commission heard, discussed and considered all oral and written testimony submitted including, but not limited to, the approved budget priorities for Fiscal Year 2026-2027 and the Executive Officer's report and recommendations; and

WHEREAS, the Commission has considered the attached Final Budget in light of the requirements of the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000;

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

1. That Plumas LAFCO hereby adopts the attached Exhibit "A" final 2026-2027 budget.
2. Directs the Executive Officer to transmit the final budget to the Auditor and all parties specified in Government Code Section 56381 (a) as promptly as possible.
3. The Commission hereby requests the Auditor to collect the funds in accordance with Government Code Section 56381 (c). In the event of non-payment of LAFCO funds by any agency subject to LAFCO's apportionment, the Commission hereby requests and authorizes the Auditor to collect the funds from property tax revenues or any other revenue source and deposit the funds into the LAFCO account.

PASSED AND ADOPTED by the Plumas Local Agency Formation Commission at a regular meeting of said Commission held on June 8, 2026 by the following roll call vote:

AYES: -

NOES: -

ABSTAINS: -

ABSENT: -

Signed and approved by me after its passage this 8th day of June 2026.

Matthew Haesche, Chair
Plumas LAFCO

Attest:

Jennifer Stephenson, Executive Officer
Plumas LAFCO

OBJECT LEVEL/ACCOUNT	FY 2024-2025	FY 2025-2026	FY 2025-2026	FY 2026-2027	
	FINAL BUDGET	FINAL BUDGET	AS OF 6/2/2026	FINAL BUDGET	
EXPENDITURES*					NOTES
Commissioner Stipends	\$5,167.00	\$5,237.00	\$2,791.25	\$5,237.00	\$100 stipend plus employer share of social security and medicare of 7.65%. Plus \$70 charged by Social Security.
Liability Insurance and Workers Comp Insurance	\$3,327.00	\$3,764.91	\$3,278.00	\$3,177.00	GSRMA annual coverage is \$2,600. Workers Comp is \$577.
Memberships	\$1,958.00	\$2,005.00	\$2,255.00	\$1,550.00	CALAFCO dues increased according to CPI of 3% from \$1,505 to \$1,550, Cancelled CSDA membership.
Office Expense – Printing	\$400.00	\$400.00	\$0.00	\$400.00	A majority attributed to agenda packet printing. Because Commissioners are not receiving printed agendas, this cost is greatly reduced.
Postage	\$300.00	\$300.00	\$70.73	\$300.00	Same as printing. Been trying to transition to email transmittals to the degree possible. Increased cost this year due to Express mailings of applications to BOE etc.
Communications	\$200.00	\$250.00	\$174.93	\$175.00	The primary costs associated with this item is Zoom services at \$17.37 per month.
Office expenses/Board Room rental/general	\$750.00	\$750.00	\$306.08	\$750.00	Online Cloud services \$450 plus \$300 for incidentals. Note Dropbox payment goes out in June.
Professional Svcs. – Legal Counsel	\$3,500.00	\$3,000.00	\$0.00	\$3,000.00	Consider hiring different legal counsel as current legal counsel is retiring. Perhaps to start FY27-28.
Professional Svcs. – LAFCo Staff	\$48,720.00	\$48,720.00	\$44,660.00	\$48,720.00	\$4,060 per month. No change from previous year.
LAFCo Clerk Costs	\$1,520.00	\$1,520.00	\$450.00	\$1,520.00	\$170 per meeting plus \$500 for miscellaneous clerk needs. Assuming rate stays the same with County clerking.
Publications/Legal Notices	\$600.00	\$800.00	\$26.00	\$800.00	While some portion is related to projects with associated fee deposits, it is good to have some extra for unanticipated costs for outlier years. Additionally, there will be associated costs should LAFCO initiate reorganizations. However, without local newspapers in print, publication costs have greatly reduced. Published notices average \$200 per notice.
Personal Mileage Commissioners	\$1,500.00	\$1,500.00	\$1,038.00	\$2,000.00	Amount budgeted to mileage remains consistent for the last 5+years. Recommend increasing to account for IRS rate increase. Also need to account for Board member travel reimbursement.
Transportation & Travel (Special)	\$6,000.00	\$6,000.00	\$5,769.00	\$6,000.00	Conference for 2 Commissioners and 1 staff, Staff workshop for 1 staff. Conference in Sacramento Oct 21-23. It is anticipated that registration and lodging costs are going to increase. Also need to account for Board member travel reimbursement. Note: EO costs are split equally amongst 5 LAFCOs.
MSR/SOI Updates/Special Projects	\$24,000.00	\$23,500.00	\$27,748.00	\$25,000.00	Work plan - Countywide fire MSR, PECSD MSR. Supplements for Commission supported reorganizations.
County Contract and Misc. Services	\$1,100.00	\$1,100.00	\$492.75	\$1,100.00	For accounting with County. Depends on amount of time spent, which could fluctuate, but has consistently been below \$1,000.
Health Insurance-Gullixson	\$0.00	\$0.00	\$0.00	\$0.00	CalPERS contract cancelled.
PERS Unfunded Liability	\$0.00	\$0.00	\$0.00	\$0.00	Contract cancelled.
LAFCo File Management - Scanning	\$2,000.00	\$4,400.00	\$5,992.00	\$9,600.00	\$3,000 for file scanning, \$3,600 for website hosting, \$3,000 for DocAccess expansion.
Agency Training	\$0.00	\$0.00	\$0.00	\$0.00	
Total Services & Supplies	\$101,042.00	\$103,246.91	\$95,051.74	\$109,329.00	
RESERVE FUND	\$10,000.00	\$9,000.00	\$9,000.00	\$9,000.00	Adopted policy in Bylaws to maintain a \$100,000 reserve fund. Current balance is \$59,618. Recommend rebuilding to achieve adopted reserve fund amount. End of FY 2027 fund balance would be \$68,618.
CONTINGENCY	\$3,000.00	\$3,000.00	\$0.00	\$5,000.00	Was reduced in last FY to lessen burden of CalPERS payoff on member agencies. May want to consider increasing to \$5,000.
TOTAL LAFCO BUDGET	\$114,042.00	\$115,246.91		\$123,329.00	7.01%
REVENUES AND DEPOSITS					
Anticipated Cash Balance as of July 1st	-\$9,000.00	-\$10,000.00	-\$10,000.00	-\$12,000.00	Conservative estimate to not rely on rollover into new year.
ANTIC FEE DEPOSIT LIABILITIES	-\$5,000.00	-\$5,000.00	-\$2,875.00	-\$5,000.00	The specific number in this FY cannot be predicted. Additionally, generally does not fund operations, just covers costs associated with applications.
Interest	\$0.00	\$0.00	\$2,252.18	\$0.00	Interest is directed to Reserve Fund. Does not contribute to operating budget.
City Share – LAFCO Cost	\$50,021.00	\$50,123.46		\$53,164.50	
County Share – LAFCO Cost	\$50,021.00	\$50,123.46		\$53,164.50	
Total Due from Other Gov'ts.	\$100,042.00	\$100,246.91		\$106,329.00	

**MEMORANDUM OF UNDERSTANDING
BETWEEN
PLUMAS COUNTY
AND
LOCAL AGENCY FORMATION COMMISSION OF PLUMAS COUNTY**

This Memorandum of Understanding ("MOU") is made and entered into as of the ____ day of _____, 20__ (the "Effective Date"), by and between the Local Agency Formation Commission of Plumas County ("LAFCO") and the County of Plumas, a political subdivision of the State of California (the "County"). LAFCO and the County are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, LAFCO is a public agency established pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, California Government Code Section 56000 et seq.; and

WHEREAS, LAFCO requires clerk services to support the LAFCO Commission in conducting its business and maintaining its records; and

WHEREAS, the County employs staff who possess the necessary skills, experience, and capacity to provide such clerk services to LAFCO; and

WHEREAS, LAFCO desires to engage the County's Clerk of the Board Office to provide clerk services to LAFCO; and

WHEREAS, the County is willing to provide such services on the terms and conditions set forth in this MOU; and

WHEREAS, the Parties recognize the benefits of interagency cooperation and the efficient use of public resources.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

PURPOSE AND SCOPE

1. The purpose of this MOU is to establish the terms and conditions under which the County will provide clerk services to LAFCO.
2. This MOU sets forth the Parties' respective roles, responsibilities, and obligations with respect to the provision of clerk services.

TERM

3. This MOU will become effective on the Effective Date and will continue in effect for a period of one (1) year, unless earlier terminated in accordance with this MOU.
4. This MOU may be renewed for additional one-year terms upon the written agreement of both Parties.

SERVICES TO BE PROVIDED

5. The County will provide the services of its Clerk of the Board Office to function as the clerk for LAFCO (the "Clerk Services").
6. Clerk Services include, without limitation:
 - a. Attending all regular and special meetings of LAFCO.
 - b. Preparing and posting meeting agendas in compliance with the Ralph M. Brown Act (California Government Code Section 54950 et seq.).
 - c. Preparing and making available agenda packets and other meeting materials reasonably necessary for LAFCO meetings.
 - d. Recording the proceedings of LAFCO meetings.
 - e. Preparing and posting minutes of LAFCO meetings.
 - f. Maintaining the official records of LAFCO actions to the extent such records are within the custody of the Clerk of the Board Office.
 - g. Providing administrative support during LAFCO meetings.
 - h. Performing other duties as may be required by law or as directed by the LAFCO Commission or the LAFCO Executive Officer, within the scope of Clerk Services.
 - i. Any services requested by LAFCO that are beyond the Clerk Services described above ("Additional Services") are subject to availability as determined by the Clerk of the Board Office and will be compensated in accordance with the Compensation section and Exhibit A.

COMPENSATION

7. LAFCO will pay the County for Clerk Services at the applicable hourly overtime rate for the County staff member(s) providing the Clerk Services, as set forth in Exhibit A.
8. If the County provides Additional Services, LAFCO will compensate the County at the applicable hourly rate set forth in Exhibit A, unless the Parties agree in writing to a different rate for such Additional Services.
9. LAFCO will reimburse the County, at actual cost, for related out-of-pocket expenses reasonably incurred in providing services under this MOU, including copying and postage, provided such expenses are supported by reasonable documentation.
10. The County will invoice LAFCO quarterly for services provided. Each invoice will include: (a) the dates of LAFCO meetings attended; (b) the applicable hourly rate(s) and hours worked, with a brief description of any Additional Services; (c) documentation supporting any reimbursable expenses; and (d) the total amount due.
11. LAFCO will pay each undisputed invoice within thirty (30) days after receipt.
12. If LAFCO disputes any portion of an invoice, LAFCO will notify the County in writing within fifteen (15) days after receipt of the invoice, describing the basis for the dispute in

reasonable detail. The Parties will work in good faith to resolve the dispute promptly. LAFCO will timely pay any undisputed portion of the invoice in accordance with this section.

RELATIONSHIP OF PARTIES

13. All County staff providing services under this MOU (“County Staff”) will remain employees of the County at all times. The County is solely responsible for payment of County Staff salaries, benefits, workers’ compensation insurance, and all other employment-related costs.
14. Nothing in this MOU will be construed to create an employer-employee relationship between LAFCO and any County Staff.
15. The County will retain administrative and supervisory control over County Staff. However, when providing Clerk Services to LAFCO, County Staff will coordinate with and take functional direction from LAFCO and the LAFCO Executive Officer regarding LAFCO business.

COORDINATION AND COMMUNICATION

16. The LAFCO Executive Officer and the County Administrative Officer, or their designees, will serve as the primary points of contact for matters related to this MOU.
17. The LAFCO Executive Officer will provide the Clerk of the Board Office with reasonable advance notice of all LAFCO meetings and any changes to the meeting schedule.
18. The Parties will communicate as reasonably necessary to support the effective provision of Clerk Services and to address issues that may arise.

INDEMNIFICATION

19. To the extent permitted by law, LAFCO will defend, indemnify, and hold harmless the County and its officers, agents, and employees from and against claims, demands, damages, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising out of or resulting from the negligent acts or omissions or willful misconduct of LAFCO in connection with this MOU, except to the extent caused by the negligence or willful misconduct of the County.
20. To the extent permitted by law, the County will defend, indemnify, and hold harmless LAFCO and its officers, agents, and employees from and against claims, demands, damages, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising out of or resulting from the negligent acts or omissions or willful misconduct of the County in connection with this MOU, except to the extent caused by the negligence or willful misconduct of LAFCO.
21. The indemnification obligations in this section will survive termination or expiration of this MOU.

CONFIDENTIALITY

22. To the extent permitted by law, County Staff will maintain the confidentiality of non-public information and records to which County Staff may have access as a result of providing services to LAFCO.
23. Nothing in this MOU is intended to, nor will it, limit either Party's obligations under the California Public Records Act or any other applicable law regarding disclosure of public records.

TERMINATION

24. Either Party may terminate this MOU for convenience upon thirty (30) days' written notice to the other Party.
25. Either Party may terminate this MOU for cause by written notice if the other Party materially breaches this MOU and fails to cure the breach within fifteen (15) days after receipt of written notice describing the breach in reasonable detail.
26. Upon termination, the Clerk of the Board Office will promptly return to LAFCO all LAFCO records, documents, and materials in its possession, custody, or control, except to the extent retention is required by law.
27. Upon termination, LAFCO will pay the County for services performed and authorized reimbursable expenses incurred through the effective date of termination.

MODIFICATION

28. This MOU may be amended only by a written instrument executed by both Parties.
29. Any amendment will be attached to this MOU and incorporated by reference.

DISPUTE RESOLUTION

30. The Parties will attempt in good faith to resolve any dispute arising under this MOU through informal discussions between their designated points of contact.
31. If the dispute is not resolved within a reasonable time, either Party may request non-binding mediation by a mutually acceptable mediator, with mediation costs shared equally unless otherwise agreed in writing.
32. If mediation is unsuccessful, either Party may pursue any remedies available at law or in equity.

NOTICES

33. All notices required or permitted under this MOU will be in writing and will be deemed given (a) upon personal delivery; (b) upon receipt if sent by email with confirmation of receipt; or (c) three (3) business days after deposit in the United States mail, postage prepaid, certified mail (return receipt requested), addressed as set forth below (or to such other address as a Party may designate by notice).

To LAFCO:

To LAFCO:

Executive Officer
Plumas Local Agency Formation Commission
5050 Laguna Blvd 112-711
Elk Grove, CA 95758
jennifer@pcateam.com

To County:

County Administrative Officer
County of Plumas
[Address]
[City, State, ZIP]
[Email]

Either party may change its address for notices by providing written notice to the other party.

GENERAL PROVISIONS

34. **Entire Agreement.** This MOU constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written.
35. **Severability.** If any provision of this MOU is held to be invalid, illegal, or unenforceable, the remaining provisions will remain in full force and effect.
36. **Waiver.** No waiver by either Party of any breach will be deemed a waiver of any subsequent breach. A waiver will be effective only if in writing and signed by the waiving Party.
37. **Governing Law.** This MOU will be governed by and construed in accordance with the laws of the State of California.
38. **Venue.** Any action arising out of this MOU will be brought in a court of competent jurisdiction in Plumas County, California.
39. **Counterparts; Electronic Signatures.** This MOU may be executed in counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument. Signatures transmitted electronically (including by PDF) will be deemed original signatures for all purposes.
40. **Authority to Execute.** Each person executing this MOU represents and warrants that they have full authority to execute this MOU on behalf of the Party for whom they sign.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the Effective Date.

LOCAL AGENCY FORMATION COMMISSION OF PLUMAS COUNTY

By: _____
Chair, LAFCO

Date: _____

ATTEST:

LAFCO Executive Officer

COUNTY OF PLUMAS

By: _____
Chair, Board of Supervisors

Date: _____

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

LAFCO Counsel

County Counsel

Exhibit A
County Staff Hourly Overtime Wages
May 26, 2026

[To be added]

Adopted: April 10, 1979

Amended: April 27, 1992

Amended: June 11, 1997

Amended: July 1, 2000

Amended: July 14, 2004

Amended: July 1, 2009

**JOINT EXERCISE OF POWERS AGREEMENT
FOR PROVIDING LIABILITY, WORKERS' COMPENSATION,
PROPERTY AND OTHER COVERAGES**

ENTERED INTO BY

**PUBLIC AGENCIES WITHIN AND WITHOUT
THE STATE OF CALIFORNIA**

TABLE OF CONTENTS

PREAMBLE	1
RECITALS	1
ARTICLES	
1 PURPOSES	2
2 RULES OF CONSTRUCTION	3
3 PARTIES TO AGREEMENT	3
4 CREATION OF AUTHORITY	3
5 TERM OF AGREEMENT	3
6 BYLAWS	4
7 POWERS OF THE AUTHORITY	4
8 AUTHORITY FUNCTIONS AND RESPONSIBILITIES	5
9 MEMBER AGENCY RESPONSIBILITIES	5
10 TERMINATION	6
11 PROHIBITION AGAINST ASSIGNMENT	7
12 AMENDMENTS	7
13 ENFORCEMENT	7
14 COUNTERPARTS	7
15 AGREEMENT COMPLETE	8
16 FILING WITH SECRETARY OF STATE	8
SIGNATORIES	8
APPENDIX A	
JOINT POWER AGREEMENT	
MEMBER AGENCIES	

JOINT EXERCISE OF POWERS AGREEMENT FOR PROVIDING LIABILITY, WORKERS' COMPENSATION, PROPERTY AND OTHER COVERAGES

* * *

THIS AGREEMENT is dated, for convenience, July 1, 1979, as the date the Agreement was initially entered into among certain public agencies within the County of Glenn. Thereafter, this Agreement has been amended to include Public Agencies within or without the State of California. These public agencies are hereafter referred to as "Member Agencies" and listed in Appendix "A", which may be amended from time to time.

PREAMBLE

Golden State Risk Management Authority is established for the purpose of providing services and other functions necessary and appropriate for the creation, operation, and maintenance of liability, workers' compensation, property and other risk pooling and coverage plans for the Member Agencies that are parties hereof, and to provide a forum for discussion, study, development and implementation of recommendations of mutual interest regarding risk pooling and insured programs.

RECITALS

This Agreement is predicated upon the following facts:

1. WHEREAS the Member Agencies are public agencies organized and operating under the laws of the State of California or other states of the United States;
2. WHEREAS, the following California state laws, among others, authorize the Member Agencies to enter into this agreement:
 - a. Labor Code Section 3700(c) allowing a local public entity to fund its own worker's compensation Claims;
 - b. Government Code Sections 989 and 990, *et seq.* and Education Code Sections 17566 and 17567 permitting a local public entity to insure itself against liability and other losses;
 - c. Government Code Section 990.4 permitting a local public entity to provide insurance and self-insurance in any desired combination;

d. Government Code Section 990.8 permitting two or more local public entities to enter into an agreement to jointly fund such expenditures under the authority of Government Code Sections 6500 *et seq.*;

e. Government Code Sections 6500, *et seq.* permitting two or more local public entities (including public agencies located outside the State of California) to jointly exercise under an agreement any power which is common to each of them.

3. WHEREAS, each of the parties to this Agreement desires to join together with the other parties for the purpose of developing an effective risk management program to reduce the amount and frequency of their losses, pooling their self-insured losses, and jointly purchasing excess insurance and administrative services in connection with a joint program for said parties; and

4. WHEREAS, a feasibility study has shown that it is economically feasible and practical for the parties to this Agreement to do so;

5. WHEREAS, this Authority was originally created and was known as the “Glenn County Joint Powers Authority”,

NOW, THEREFORE, for and in consideration of all of the mutual benefits, covenants and agreements contained herein, the parties hereto agree as follows:

ARTICLE 1 PURPOSES

This Agreement is entered into by Member Agencies pursuant to the provisions of California Government Code sections 990, 990.4, 990.8 and 6500 *et seq.* in order to develop an effective risk management program: (a) to reduce the amount and frequency of their losses, (b) to pool their self-insured losses, and (c) to jointly purchase excess insurance and administrative services in connection with a joint protection program for the Member Agencies.

These purposes shall be accomplished through the exercise of the powers of Member Agencies jointly in the creation of a separate entity, now know as “Golden State Risk Management Authority”, to administer a joint protection program wherein Member Agencies will pool their losses and Claims, jointly purchase excess insurance and administrative and other services, including Claims adjusting, data processing, risk management, loss prevention, legal and related services.

It is also the purpose of this Agreement to provide, to the extent permitted by law, for the inclusion at a subsequent date of such additional public agencies organized and existing under the laws of the State of California or of any other state of the United States as may desire to

become parties to this Agreement and members of the Authority, subject to approval by the Board.

ARTICLE 2 RULES OF CONSTRUCTION

- A. The following rules of construction apply:
1. The present tense includes the past or future tense; the future tense includes the present tense.
 2. The singular includes the plural and the plural includes the singular.
 3. “Shall” is mandatory and “may” is permissive.
 4. The masculine gender includes the feminine and neuter.

ARTICLE 3 PARTIES TO AGREEMENT

Each party to this Agreement certifies that it intends to, and does contract with, all other parties who are signatories of this Agreement and, in addition, with such other parties as may later be added as parties to, and signatories of, this Agreement. Each party to this Agreement also certifies that the deletion of any party from this Agreement, by cancellation or withdrawal, shall not affect this Agreement nor the remaining parties' intent to contract as described above with the other parties to the Agreement then remaining.

ARTICLE 4 CREATION OF AUTHORITY

Pursuant to Section 6500 *et seq.* of the Government Code, the Authority, a public entity, separate and apart from the parties to this Agreement, is hereby created. The creation of a separate public entity is intended by this Agreement pursuant to Government Code Section 6507. The Authority shall be known as the Golden State Risk Management Authority. The Authority shall be governed by a Board whose composition, powers and duties are set forth in the Bylaws.

ARTICLE 5 TERM OF AGREEMENT

This Agreement is effective July 1, 1979, and continues until terminated as hereafter provided.

ARTICLE 6

BYLAWS

This Agreement fully incorporates the Bylaws, as adopted and which may be amended from time to time consistent with this Agreement, by the Board.

ARTICLE 7

POWERS OF THE AUTHORITY

A. The Authority is authorized, in its own name, to do all acts necessary for the exercise of those powers referred to in Recital 2 including, but not limited to each of the following:

1. Make and enter into contracts;
2. Incur debts, liabilities, and obligations; but no debt, liability, or obligation of the Authority is a debt, liability, or obligation of any Member Agency which is a party to this Agreement, except as otherwise provided in Article 8 herein and in Article IV of the Bylaws;
3. Acquire, hold or dispose of real and personal property;
4. Receive contributions and donations of property, funds, services, and other forms of assistance from any source;
5. Sue and be sued in its name;
6. Employ agents and employees;
7. Acquire, construct, manage, and maintain buildings;
8. Lease real or personal property including that of a Member Agency;
9. Receive, collect, invest, and disburse moneys; and
10. All other powers described in Government Code Sections 6508 and 6509.5 which sections are incorporated by reference.

These powers shall be exercised in the manner provided by law, and, except as expressly set forth in this Agreement, subject only to those restrictions upon the manner of exercising the powers which are imposed upon the County of Glenn in the exercise of similar powers.

ARTICLE 8 AUTHORITY FUNCTIONS AND RESPONSIBILITIES

A. The Authority shall perform the following functions in discharging its responsibilities under this Agreement:

1. Adopt an annual budget;
2. Establish such funds and accounts as required for efficient operation of the Authority and good accounting practices;
3. Maintain or have maintained accurate loss records for all covered risks, for all Claims paid, and for such other losses as the Board requires or directs be maintained;
4. Acquire protection against risks, as authorized by the Board, that may include, but are not limited to, general liability, public officials' errors and omissions liability, employment practices liability, pollution liability, automobile liability, watercraft liability, workers' compensation, property, and equipment breakdown, through, but not limited to, self-insurance funding, risk pooling and/or commercial insurance, for primary, excess and/or umbrella insurance coverage, by negotiation, bid, or purchase;
5. Provide loss prevention, safety and loss control services;
6. Provide Claims management services for covered risks;
7. Provide Claims recovery and subrogation services to investigate, pursue, and collect for damages resulting from Covered Losses that are caused, partly or totally, by the acts of others;
8. Select and retain legal counsel and Claims legal defense counsel;
9. Perform other functions for the purpose of accomplishing the goals of this Agreement.

ARTICLE 9 MEMBER AGENCY RESPONSIBILITIES

A. Each Member Agency has the following responsibilities:

1. Designate a primary contact for the Authority;

2. Pursuant to the procedures set forth in the Bylaws, appoint representatives to the Authority Board;
3. Pay timely all contribution charges, contribution surcharges, adjustments or any other fees or charges.
4. Notify and cooperate fully with the Authority in all matters relating to any and all Claims;
5. Provide annually all information required or requested by the Authority in order for the Authority to properly calculate contributions and to carry out the Joint Protection Program under this Agreement;
6. Provide annually current, complete, and accurate information of the values of buildings and contents covered by the Authority;
7. Maintain loss prevention and risk management policies that can reasonably be expected to reduce, or minimize, the Member Agency's losses;
8. Such other responsibilities as are provided elsewhere in this Agreement and as are established by the Board in order to carry out the purposes of this Agreement.

ARTICLE 10 TERMINATION

A. This Agreement may be terminated at any time by the written consent of three-fourths of the Member Agencies, provided, however, that this Agreement and the Authority shall continue to exist for the purpose of disposing of all Claims, distribution of assets and all other functions necessary to wind up the affairs of the Authority.

B. Upon termination of this Agreement, all assets of the Authority shall be distributed only among the parties that have been Member Agencies in the joint protection program, including any of those parties which previously withdrew, in accordance with and proportionate to their contribution payments made during the term of this Agreement. The Board shall determine such distribution within six months after the last pending Claim or loss covered by this Agreement has been finally adjusted, resolved and concluded.

C. The Board is vested with all powers for the purpose of concluding and dissolving the business affairs of the Authority. These powers shall include the power to assess current and former Member Agencies (Member Agencies at the time existing unpaid Claims arose or losses incurred), to pay any additional amounts necessary for the final disposition of all Claims and

losses covered by this Agreement. A Member Agency's share of such additional contribution shall be determined on the same basis as that provided for in Paragraph B. of this Article.

D. Termination of any Member Agency shall not be construed as a completion of the purpose of this Agreement and shall not require the repayment or return to any terminating Member Agency of all or any part of any contributions, payments or advances made until the Agreement is rescinded or terminated as to all parties.

E. The decision of the Board under this Article shall be final.

ARTICLE 11 PROHIBITION AGAINST ASSIGNMENT

No Member Agency may assign any right, claim, or interest it may have under this Agreement, and no creditor, assignee, or their party beneficiary of any Member Agency shall have any right, claim, or title to any part, share, interest, fund, contribution, or asset of the Authority.

ARTICLE 12 AMENDMENTS

This Agreement may be amended from time to time by an affirmative vote of more than 50% of the Member Agencies.

ARTICLE 13 ENFORCEMENT

The Authority is hereby granted the authority to enforce this Agreement. In the event any action is instituted concerning a dispute involving any provision of this Agreement, the prevailing party in such action shall be entitled to such sums as the court may fix as attorneys fees and costs.

ARTICLE 14 COUNTERPARTS

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

ARTICLE 15
COMPLETE AGREEMENT

The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.

ARTICLE 16
FILING WITH SECRETARY OF STATE

The Risk Manager shall file a notice of this Agreement with the office of California Secretary of State within thirty (30) days of its effective date, as required by the Government Code section 6503.5 and within seventy (70) days of its effective date as required by Government Code section 53051.

SIGNATORIES

The original signatures for the Member Agencies are set forth in the original Joint Powers Agreement. The necessary signatures for Amendments to this Agreement are set forth with each Amended Agreement.

GOLDEN STATE RISK MANAGEMENT AUTHORITY
BYLAWS

TABLE OF CONTENTS

ARTICLE		
I.	DEFINITIONS	3
II.	OFFICES	4
III.	GOVERNING BOARD	
	A. GOVERNING BOARD	4
	B. ELECTION OF BOARD MEMBERS	4
	C. TERMS OF OFFICE	5
	D. VOTING AND COMPENSATION	6
	E. POWERS OF THE BOARD	6
	F. ADDITIONAL DUTIES OF THE BOARD	7
IV.	OFFICERS	
	A. PRESIDENT AND VICE PRESIDENT	7
	B. RISK MANAGER	7
	C. TREASURER AND AUDITOR	8
	D. ASSUMPTION OF DUTIES	8
	E. OFFICIAL BOND	8
	F. REMOVAL AND VACANCIES	9
V.	LIABILITY OF GOVERNING BOARD, OFFICERS, COMMITTEE MEMBERS AND LEGAL ADVISORS	9
VI.	BOARD MEETINGS	
	A. REGULAR MEETINGS	9
	B. SPECIAL MEETINGS	10
	C. RALPH M. BROWN ACT AND CLOSED SESSIONS	10
	D. PLACE OF MEETINGS	11
	E. RULES OF ORDER AND MINUTES	11
	F. QUORUM	11
	G. ADJOURNED MEETINGS	11
VII.	MEMBERSHIP	
	A. NEW MEMBER AGENCIES	12
	B. CANCELLATION	12
	C. WITHDRAWAL	13
	D. EFFECT OF WITHDRAWAL	13
VIII.	ACCOUNTS, RECORDS, AND AUDITS	
	A. ACCESSIBILITY OF BOOKS AND RECORDS	13
	B. AUDITS	13
	C. AUTHORIZATION OF PAYMENTS	14
IX.	NOTICES	14

X.	CONTRIBUTIONS	
	A. CONTRIBUTION CHARGE	14
	B. REBATES	15
	C. CONTRIBUTION SURCHARGE	15
	D. INSTALLMENT PLANS	16
	E. TIMELINESS OF PAYMENTS	16
XI.	COVERAGES	
	A. BASIC RISK COVERAGES	17
	B. PROPERTY COVERAGE	17
	C. EFFECTIVE DATE	17
	D. SUBROGATION	17
	E. SPECIAL COVERAGES	17
	F. ADDITIONAL INSURANCE COVERAGES	18
	G. WORKERS' COMPENSATION PENALTIES	18
XII.	SETTLEMENT AUTHORITY	18
XIII.	DISPUTE RESOLUTION	
	A. NEGOTIATION	18
	B. APPEAL TO THE BOARD	19
	C. RECONSIDERATION	19
	D. ARBITRATION OR MEDIATION	19
	E. LITIGATION	20
XIV.	AMENDMENTS	20

ARTICLE I.
DEFINITIONS

A. Unless the context otherwise requires, the designated terms in the Joint Powers Agreement and Bylaws have the following definitions:

1. “Authority” means the Golden State Risk Management Authority.
2. “Basic Risk Coverages” shall mean the protection package offered to all Member Agencies, consisting of protection for risks related to General Liability, Workers’ Compensation, Property, and Miscellaneous exposures, unless an exception has been made by the Board.
3. “Board” or “Governing Board” shall mean the governing board of the Authority;
- 4 “Certificate of Coverage” or “COC” is the document issued by the Authority to Member Agencies specifying the scope and amount of pooled protection provided to each Member Agency by the Authority.
5. “City” shall include cities, towns, and villages, whether incorporated or not. City does not include a County.
6. “Claim” shall mean any demand, action, suit or proceeding against a Member Agency arising out of an occurrence that falls within the Authority's Joint Protection Program.
7. “County” shall mean a political subdivision of the State of California or any other State of the United States of America. County does not include a City.
8. “Covered Loss” is a loss resulting from a Claim against a Member Agency, in excess of the Member Agency's deductible, retained limit or self-insured retention that falls within the Joint Protection Program, as prescribed by the pertinent Memorandum of Coverage and Certificate of Coverage.
9. “Excess Coverage” shall mean that coverage afforded by commercial insurance or any pooling arrangement purchased by the Authority to cover losses in excess of the Authority’s own deductible, retained limit or self-insured retention.
10. “Fiscal Year” is the period from the first day of July of each year to and including the thirtieth day of June of the following year.
11. “Incurred Loss” is the sum of moneys paid and reserved by the Authority that is necessary to investigate and defend a Claim and to satisfy a Covered Loss sustained by a Member Agency.

12. “Joint Protection Program” or “Program” shall mean the operation of the Authority under which the Member Agencies are protected against designated losses, through pooling of self-insured funds, joint purchase of commercial insurance, or any combination as determined by the Board.
13. "Member" means a member of the Board.
14. “Member Agency” means any public agency that is a party to this Agreement.
15. “Memorandum of Coverage” or “MOC” is the document issued by the Authority to Member Agencies specifying the limits of liability of the coverage provided to each Member Agency, including the Authority’s deductible or retention amount and Excess Coverage limits.
16. “Special District” shall mean special districts created pursuant to the law of the State of California or of any other state which provides any governmental service. Special Districts shall be treated as Member Agencies except that Special Districts governed through the Board of Supervisors of a County shall be represented on the Board by that County in accordance with Article III hereof.

ARTICLE II. OFFICES

The Authority’s principal office for the transaction of business is located at 243 West Sycamore Street, Willows, California. The Governing Board may change the location of the principal office from time to time.

ARTICLE III. GOVERNING BOARD

A. GOVERNING BOARD

The Authority shall be governed by a Board composed of seven (7) Members, all of whom shall be elected or appointed Members of the governing boards of Member Agencies. The Members of the Board shall be composed of: (1) two Members from the boards of supervisors of County Member Agencies; (2) one Member from the city council of a City Member Agency; (3) one Member from the board of trustees of a school district Member Agency; (4) one Member from the board of directors of a cemetery district Member Agency; (5) one Member from the board of directors of a fire protection district Member Agency; and (6) one member from the board of directors of a Special District Member Agency.

B. ELECTION OF BOARD MEMBERS

1. Annual elections are to be held to fill vacating positions on the Governing Board as described herein. The election process shall include the use of the Board Member Election Timeline. The Timeline shall be updated and approved by the Board annually. The Board Member Election Timeline shall be maintained as a separate document.

2. Vacancies for the Board alternate with representatives for cemetery districts, cities and school districts opening in even numbered years and representatives for fire districts and special districts opening in odd numbered years. Currently, two county representatives are appointed by the Glenn County Board of Supervisors on their own appointment schedule.

Districts in the above member groups will be invited to nominate themselves. The nomination will be for a particular district not for an individual person. If elected, the chosen district shall: (a) appoint a member of their governing board to serve on the Board, and also (b) appoint a second member of their governing board to serve as an alternate Board Member. In the absence of the appointed representative due to (a) resignation, or (b) inability to attend any Board meetings, the alternate representative shall (a) substitute for and replace the resigned representative, or (b) attend board meetings in the place and stead of the absent representative. If no nominations are received for a particular group, the Board shall appoint an individual meeting all requirements for representing that group to fill the opening for the duration of the term.

Once the nomination period has closed and the slate of nominated districts is approved by the Board, an election will be conducted. If a member is the only district nominated for a group, no election voting shall be held for that group and that district will be the considered the winner of the election.

During this election period, nominated districts may contact districts in their peer group to promote their desire to appoint a representative to the Board.

Each district will get one vote each. The vote will either be by board action or by the district representative (usually the district manager or primary contact) as authorized by the district board.

All communication to members will be through their preferred method of communication (email or USPS). Members may vote either electronically or via USPS or fax.

Vote count will not be disclosed to any party prior to the results being presented to the Board.

Election winners are determined by a simple majority of the votes cast. In case of a tie among those receiving the most votes, the winner will be decided by random selection from those candidates that are tied.

If a seated board member is no longer a member of their represented District's governing board, the governing board of that district shall appoint another representative from their governing board. If that board does not appoint a

member by the next meeting of the Board, the Board shall appoint an individual meeting all requirements for representing that group for the duration of the term.

If a chosen district has determined to and acted to withdraw from GSRMA, then: (a) when a withdrawal occurs before the term of the appointed representative begins, then the next highest vote getter shall be the chosen district in that member group; or (b) if the withdrawal occurs after the term has begun, the Board shall fill this vacancy by appointing another member agency in that member group to act as a chosen district and to appoint a member of their governing board to serve on the Board for the duration of the term.

C. TERMS OF OFFICE

1. The term of each Member shall be two years.
2. Each Member serves at the pleasure of his or her respective appointing governing body and may be replaced at any time. The County Members shall also represent all special districts that are governed by County boards of supervisors. No person who is an employee of any Member Agency shall be appointed to serve on the Governing Board.

D. VOTING AND COMPENSATION

1. Each Member has one vote.
2. Each district represented by a board member shall be entitled to \$5,000 per member per year of service on the Board. In addition, Members shall be entitled to reimbursement for transportation expenses incurred in connection with performance of duties as a Member pursuant to the Internal Revenue Service's established allowance. The Board may authorize additional reimbursement for other expenses incurred in connection with duties as a Member.

E. POWERS OF THE BOARD

The Board, consistent with the purposes of the Agreement and these Bylaws, has the power to:

1. Adopt and amend the Authority's Bylaws;
2. Adopt an Annual Operating Budget.
3. Approve or reject agencies applying to become Member Agencies;
4. Elect and remove the risk manager and officers of the Authority;

5. Establish an executive committee or any other committees and delegate to them functions not otherwise reserved to the Board;
6. Contract with consultants and other professional persons or firms, as it considers necessary to carry out the purposes of the Agreement;
7. Authorize risk management audits to review the participation of each Member Agency in the Program;
8. Authorize any officer, staff member, or agent of the Authority to execute any contract in the name of and on behalf of the Authority, and such authorization may be general or specific in nature; however, unless so authorized, no officer, staff member or agent shall have any power to bind the Authority by contract;
9. Approve loss analysis controls by use of statistical analysis, data processing, record and file keeping services in order to help identify high exposure operations and evaluate proper levels of self-retention and possible deductibles;
10. Approve plans to assist Member Agencies in maintaining current, complete, and accurate building and contents values by location for insured properties;
11. Conduct all necessary actions in concluding and dissolving the business affairs of the Authority, including determining the distributions to Member Agencies upon termination of the Authority;
12. Approve specific risks for which the Authority intends to provide protection;
13. Determine the necessity for and amount of any contribution surcharge that may be imposed because of circumstances described in Article X.C.1. and 2. of these Bylaws; and
14. Act in furtherance of the Agreement and these Bylaws.

F. **ADDITIONAL DUTIES OF THE BOARD**

In addition to duties specifically expressed in the Agreement or in the Bylaws, the Board shall:

1. Maintain membership in at least one (1) public risk management association.
2. Assign at least one (1) Member to attend an annual risk management conference.

ARTICLE IV.
OFFICERS

A. **PRESIDENT AND VICE-PRESIDENT**

The Board shall elect a president and vice-president from among its Members at its first meeting each calendar year. Thereafter, at its first meeting in each succeeding calendar year, the Board

shall elect a president and vice-president. The term of office of the president and vice president shall be for one (1) year. If either the president or vice-president ceases to be a Member, the resulting vacancy shall be filled at the next regular meeting of the Board which is held after the vacancy occurs. The president shall preside at and conduct all meetings of the Board. In the absence or inability of the president to act, the vice president acts as president. The president also serves as the treasurer of the Authority.

B. RISK MANAGER

The risk manager shall be selected and appointed by the Board. The position includes the functions of secretary, chief administrative officer of the Authority, and auditor. The risk manager shall be responsible to the Board for the performance of all functions of the Authority as provided in the Agreement and these Bylaws. In the absence of both the president and vice-president, the risk manager shall preside at and conduct meetings of the Board.

C. TREASURER AND AUDITOR

Other than prescribed above, the Board may appoint one of the Authority's officers or employees to serve in the position of either treasurer or auditor, or both of such positions. These offices may be held by separate officers or employees or combined and held by one officer or employee. Such person or persons appointed shall have the powers, duties, and responsibilities as set forth in Government Code Sections 6505, 6505.5 and 6505.6, including the duty to cause an independent annual audit to be made in compliance with Government Code Section 6505.

1. The treasurer shall:
 - a. Have the custody of the Authority's funds;
 - b. Disburse the Authority's funds pursuant to the Board's authority;
 - c. Invest and reinvest the Authority's funds in accordance with state law.
2. The auditor shall:
 - a. Draw warrants to pay demands against the Authority. The warrants drawn by the auditor shall be reviewed by the Board and approved and ratified at the first meeting of the Board following the draft of the warrants;
 - b. Establish and maintain the funds and accounts in accordance with acceptable accounting practices and shall maintain such other records as the Board requires;
 - c. Within one hundred twenty (120) days after the close of each Fiscal Year, give a complete written report of all financial activities for that Fiscal Year to the Authority for the annual audit by a certified public accountant.

D. ASSUMPTION OF DUTIES

Each officer shall assume the duties of his office upon election or appointment, unless otherwise declared by the Board.

E. OFFICIAL BOND

The Board shall require the risk manager, treasurer, and auditor to cause to be filed with the Authority an official bond in an amount to be fixed by the Board, but not less than \$500,000. The Authority shall pay the cost of the premiums for each bond required by it. In the alternative, the Authority may utilize and participate in bond coverage by means of a master bond jointly purchased by public agencies.

F. REMOVAL AND VACANCIES

The Board may remove an officer at any time. A vacancy in an officer position, because of death, resignation, removal, disqualification, or any other cause, shall be filled by election of the Board.

ARTICLE V.
LIABILITY OF GOVERNING BOARD, OFFICERS,
COMMITTEE MEMBERS AND LEGAL ADVISORS

A. Members, officers, committee members, and legal advisors to the Board or any committees of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to the Agreement and Bylaws. They shall not be liable for any mistake of judgment or any other action made, taken or omitted by them in good faith, nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care, nor for loss incurred through investment of Authority funds, or failure to invest.

B. No Member, officer, committee member, or legal advisor to the Board or any committee shall be responsible for any action taken or omitted by any other Member, officer, committee member, or legal advisor to the Board or any committee. No Member, officer, committee member, or legal advisor to the Board or any committee shall be required to give a bond or other security to guarantee the faithful performance of their duties pursuant to the Agreement and Bylaws.

C. The Authority shall investigate and defend actions against, and pay on behalf of the Authority, the Board, the individual Members, the officers of the Authority, any committee, the individual committee members and any legal advisor to the Board within the scope of their assigned duties pursuant to Article IV, subject to a limit of liability within the discretion of the Board, all sums that they or any of them become legally obligated to pay as damages because of any act or omission in the performance of their respective duties as provided in the Agreement and in these Bylaws. This coverage shall not apply to intentionally dishonest or fraudulent acts,

or to punitive damages, penalties or sanctions. In the alternative, the Authority may purchase insurance coverage for these exposures, to the extent allowed by law.

D. The risk manager shall contract for all necessary investigation and shall select defense counsel under this Article.

ARTICLE VI. **BOARD MEETINGS**

A. REGULAR MEETINGS

1. The Board shall hold bi-monthly meetings. Unless otherwise notified pursuant to the Ralph M. Brown Act, these meetings shall be held at 6:00 p.m. on the second Wednesday of every other month (i.e. July, September, November, January, March, and May, or as determined by the Board. The Board may change the meeting date to accommodate any calendar conflicts or cancel a meeting if it's not needed.
2. Written notice of each regular meeting of the Board shall be delivered to each Member and/or alternate Member at least seven (7) days in advance of the meeting. The notice shall specify:
 - a. The place, date and hour of the meeting,
 - b. Those matters which are intended to be presented for action by the Board,
 - c. The general nature of any proposal for action by the Board concerning a change in the Agreement or these Bylaws, a change in the membership of the Authority, or any other matter substantially affecting the rights and obligations of the Member Agencies.

B. SPECIAL MEETINGS

1. A special meeting of the Board may be called at any time by the president of the Board, or by a majority of the Members or by the risk manager subject to the requirements for 24-hour written notice to the members and to requesting representatives of the media provided in Section 54956 of the California Government Code.
2. The notice of a special meeting shall specify the time and place of the meeting and the business to be transacted. No other business shall be considered at the meeting.

C. RALPH M. BROWN ACT AND CLOSED SESSIONS

1. Each meeting of the Board, including, without limitation, regular, adjourned regular and special meetings, including any closed session, shall be called,

noticed, held, and conducted in accordance with the Ralph M. Brown Act (Section 54950 et. seq. of the Government Code).

2. Closed sessions for pending litigation shall not be semi-closed. Interested members of the public shall not be admitted to a closed session. Closed sessions for pending litigation shall only be attended by Members, legal counsel to the Board, and necessary Authority staff. Persons without an official role in the meeting shall not be present.
3. The risk manager, or his alternate, shall attend closed sessions as the sole necessary or required member of the Authority staff.

D. PLACE OF MEETINGS

Each regular or special meeting of the Board shall be held at a place within the State of California designated by the Board at its preceding meeting or, if no such designation is made, as designated by the risk manager or the president of the Board.

E. RULES OF ORDER AND MINUTES

1. The risk manager shall keep minutes of all regular, adjourned regular and special meetings. Within sixty (60) days after the adoption of the minutes of a meeting, the risk manager shall have a copy of the adopted minutes made available online in the Authority's website accessible by each Member and by each Member Agency through their respective accounts. Alternatively, if a Member or a Member Agency has no internet access, the Authority shall provide a copy of said minutes to the Member or Member Agency upon written request.
2. All meetings of the Board, and of any committees of the Authority, shall be conducted in accordance with Robert's Rules of Order, provided that in the event of a conflict, such rules shall be superseded by the Agreement, these Bylaws, and California law.

F. QUORUM

No business may be transacted without a quorum of the Members being present. A quorum shall consist of four (4) Members. Four Members must vote in favor of a motion to approve it. The Board shall adopt appropriate rules, not inconsistent herewith, for the orderly transaction of its business.

G. ADJOURNED MEETINGS

1. The Board may adjourn any regular or special meeting to a time and place specified in the order of adjournment, whether or not a quorum has been

established. If a quorum is not established, no business other than adjournment may be conducted.

2. A copy of the order for adjournment shall be posted as required by Section 54955 of the California Government Code. No other notice of an adjourned meeting shall be necessary, unless the transacted adjournment is for a period of thirty (30) days or more, in which case notice of the adjourned meeting shall be given in the same manner as notice of the original meeting.

ARTICLE VII. MEMBERSHIP

A. NEW MEMBER AGENCIES

1. Public entities that have applied for membership may be approved by the Board and may be admitted to the Program at any time. The Board shall have the sole discretion to admit or reject new Member Agencies. In and through their application for, and acceptance of membership, new Member Agencies shall agree to accept, comply with, and be bound by all the provisions of the Agreement and Bylaws.
2. The agency requesting membership shall supply all loss experience and risk exposure data together with any other relevant information requested by the risk manager.

B. CANCELLATION

The Authority shall have the right to cancel any Member Agency's participation in the Program upon two-thirds vote of the Board. Any Member Agency so canceled shall, on the effective date of the cancellation, be treated the same as if the Member Agency had voluntarily withdrawn from the Program.

C. WITHDRAWAL

1. A Member Agency may withdraw only at the end of a Fiscal Year of the Authority, provided it has given the Authority a twelve-month written notice of its intent to withdraw from this Agreement and the Program, except as otherwise permitted by the Board.
2. Any Member Agency that withdraws as a party to this Agreement pursuant to this Article shall not be reconsidered for new membership until the expiration of five years from the Member Agency's withdrawal. However, the Board in its discretion may approve an exception to this rule for a particular applicant.

D. EFFECT OF WITHDRAWAL

1. The withdrawal of any Member Agency from this Agreement shall not terminate this Agreement and no Member Agency, by withdrawing, shall be entitled to payment or return of any contribution, consideration, or property paid or donated by the Member Agency to the Authority, or to any distribution of assets.
2. The withdrawal of any Member Agency after the effective date of the Program shall not terminate its responsibility to contribute its share of contributions to the program until all claims, or other unpaid liabilities, covering the period the Member Agency was signatory hereto have been finally resolved and a determination of the final amount of payments due by the Member Agency or credits to the Member Agency for the period of its membership has been made by the Board. In connection with this determination, the Board may exercise similar powers to those provided for in Article 10 (Termination) of the Agreement.

ARTICLE VIII.
ACCOUNTS, RECORDS, AND AUDITS

A. ACCESSIBILITY OF BOOKS AND RECORDS

Books and records of the Authority in the possession of the auditor shall be open to inspection at all reasonable times by designated representatives of the Member Agencies.

B. AUDITS

1. The Authority shall contract with a certified public accountant for an annual audit of the accounts and records of the Authority at the end of each Fiscal Year. The minimum requirements of the audit shall be those prescribed by the State Controller under Government Code Section 26909 and shall conform to generally accepted auditing standards.
2. Within six months after Board approval, the risk manager shall have a copy of the audit report accessible online in the Authority's website by Member Agencies through their accounts. Alternatively, if a Member Agency has no internet access, the Authority shall provide a copy of said Board-approved audit report to Member Agencies who request so in writing.
3. The Authority shall bear the costs of the audit. These costs are a charge against the operating funds of the Authority.

C. AUTHORIZATION OF PAYMENTS

Before payment by the treasurer of any invoices, billings, and claims for payment of losses, such documents must be approved and signed by the president, vice president, or the risk manager or his or her designee.

ARTICLE IX.
NOTICES

- A. Notice to a Member Agency under this Agreement and Bylaws shall be sufficient if made available online in the Authority's website accessible through the Member Agency's online account, or electronically mailed to the Member Agency's designated primary contact, or mailed to the office of the Governing Board of the Member Agency.
- B. Notice to the Authority shall be sufficient if mailed to the office of the risk manager.

ARTICLE X.
CONTRIBUTIONS

A. CONTRIBUTION CHARGE

1. The risk manager shall calculate annually the amount of the contribution charge for each Member Agency's Basic Risk Coverages. The risk manager may seek the assistance of an actuary, risk management consultant or other qualified person, in calculating the contribution charge for each Member Agency's Basic Risk Coverages. The risk manager shall make estimated calculations, obtain approval of the Board, and shall distribute the contribution charge bills at least thirty (30) days before the end of the Fiscal Year preceding the year for which the annual contribution charges apply.
2. The risk manager shall determine the annual contribution charge for each Member Agency for each type of coverage under Basic Risk Coverages upon the basis of a cost allocation plan and rating formula developed and approved by the Board. The annual contribution charge for each Member Agency shall include that Member Agency's prorated share of excess insurance contribution or premium and/or reinsurance costs; charge for pooled risk, recognizing the deductible selected and including a margin for contingencies as determined by the Board; claims adjusting and legal cost; and administrative costs and other costs to operate the Authority. The risk manager shall also consider each Member Agency's loss history and loss exposure together with the performance of each Program (coverage) in making the calculations of the annual contribution for each Member Agency.

B REBATES

The Board shall have the authority to rebate the proportionate shares of any surplus funds in a Fiscal Year to that Fiscal Year's Member Agencies. The Board may require that any such rebates be applied in reduction of future contributions.

C. CONTRIBUTION SURCHARGE

1. If the Authority experiences unusually severe losses or an unusually large number of losses under any part of the Program in a Fiscal Year, such that notwithstanding reinsurance coverage for large individual losses, the Authority's insurance funds for that part of the Program may be exhausted before the next annual contributions are due, the Board may, upon consultation with an actuary, impose contribution surcharges on all participating Member Agencies.
2. If it is determined by the Board, upon consultation with an actuary, that the Authority's insurance funds for a part of the Program are insufficient to (a) pay losses, (b) fund known estimated losses, and (c) fund estimated losses which have been incurred but not reported, the Board may impose a surcharge on all participating Member Agencies.
3. Contribution surcharges imposed pursuant to (1) and (2) above shall be in an amount which will assure adequate funds for the part(s) of the Program to be actuarially sound; provided that the contribution surcharge to any participating Member Agency shall not exceed an amount equal to three (3) times the Member Agency's annual contribution for that Fiscal Year, unless otherwise determined by the Board. No contribution surcharge in excess of three times the Member Agency's annual contribution for that Fiscal Year may be assessed, unless ninety days (90) prior to the Board taking action to determine the amount of the surcharge, the Authority provides notice pursuant to the Bylaws to each participating Member Agency of its recommendations regarding its intent to assess a contribution surcharge and the amount recommended to be assessed each Member Agency. The Authority shall, upon request by a Member Agency, provide the requesting Member Agency a copy of the actuarial study upon which the recommended contribution surcharge is based.
4. A Member Agency which has withdrawn or has been terminated at the time a contribution surcharge is assessed, but which was a participating Member Agency during the Fiscal Year(s) for which the contribution surcharge is being assessed, shall pay such contribution surcharges as it would have otherwise been assessed in accordance with the provisions of (1), (2) and (3) above.

D. INSTALLMENT PLANS

Member Agencies shall be permitted to pay their respective annual contribution charge in periodic installments consistent with Board-approved policy.

E. **TIMELINESS OF PAYMENTS**

1. A Member Agency's payment for the annual contribution charge is due and payable on or by July 1 of the Fiscal Year for which the Authority is providing Basic Risk Coverages. Unless the Board has authorized installment payments, failure of a Member Agency to pay its annual contribution charge in full by August 1 shall constitute sufficient grounds for the Board to immediately cancel the Member Agency's certificate of protection.
2. Any bill other than for the annual contribution charge is due to be paid within thirty (30) days from the date when said bill was mailed to the Member Agency.
3. The Board may adopt a penalty policy for any late payment of any bill, including, but not limited to, for contribution charges, contribution surcharges, and any adjustment. For the Authority to be able to impose a late-payment penalty against a Member Agency, the Authority, at least thirty (30) days prior to a bill's payment due date, must have provided notice of the adopted penalty policy to the Member Agency pursuant to the notice provisions in the Agreement and Bylaws. Any penalty policy adopted by the Board may be applied against a Member Agency, whether active, terminated or withdrawn.
4. Any and all costs and attorney's fees incurred by the Authority associated, in any way whatsoever, with the collection of contribution charges, contribution surcharges, adjustments, penalties, or any other bill shall be recoverable by the Authority. Upon approval by the Board, if a Member Agency does not pay a bill past due for at least ninety (90) days, the Authority may offset the amount due, in whole or in part, against one or more reimbursement requests submitted by the Member Agency.

ARTICLE XI.
COVERAGES

A. **BASIC RISK COVERAGES**

The Basic Risk Coverages contribution charge referred to in Article X above is payment for the coverage provided by the Authority to each Member Agency for the Basic Risk Coverages specified in the Memoranda of Coverage and Certificates of Coverage. The Board may, but is not required, to use standard form policies. The scope of Basic Risk Coverages in the pool shall be determined by the Board. Each Member Agency by the act of paying the contribution charge accepts the Basic Risk Coverages provided by the Authority.

B. **PROPERTY COVERAGE**

In case of property coverage, such as fire, the policy limits shall be at or greater than the amount of the insurable replacement value of all the property of each of the Member Agencies which the

Member Agencies and Authority agree to be covered. The agreed valuation shall be updated annually according to the revised values to be furnished by each Member Agency, which have been obtained as prescribed in Article 9.A.6. of the JPA Agreement.

C. EFFECTIVE DATE

Pursuant to the payment of contributions by each Member Agency to the Authority, the Authority shall issue to each Member Agency a COC and MOC, indicating the coverage provided to the Member Agency by the Authority. The coverage provided by the policy begins for each Member Agency on such date as set forth in the MOC and shall expire at the end of each Fiscal Year of the Authority.

D. SUBROGATION

The Authority shall have the first right to any subrogation recovery. Each subrogation action shall be brought on behalf of both the Member Agency and the Authority. The Authority may pursue subrogation only as respects a Covered Loss.

E. SPECIAL COVERAGES

The Board may, from time to time, adopt special changes to cover additional or lesser risks. A reasonable surcharge may be imposed when the activities of a Member Agency increases the risk to the membership pool. A special change could also be made by the Board upon the request of one or more Member Agencies for additional coverage with the cost of such additional coverage to be paid by the requesting Member Agencies.

F. ADDITIONAL INSURANCE COVERAGES

The Authority shall have the power and authority to establish and offer to all public agencies, whether a Member Agency or not, programs consisting of additional insurance coverages, which may, but are not required to, involve employee fringe benefit plans. Participation in any proffered program of additional insurance coverage shall be voluntary on the part of any Member Agency and shall not affect their participation in the Basic Risk Coverages provided. Selection of particular programs or plans to be offered shall be made by the Governing Board. The Board shall establish the contribution charges including administration costs, method of payments of contributions, and manner and method of administering each such plan or program.

G. WORKERS' COMPENSATION PENALTIES

Any and all penalties assessed against the Authority by the Division of Workers' Compensation shall be paid as follows:

1. Penalties assessed due to the failure of a Member Agency (Employer) to comply with the time requirements or reporting requirements as stated in the Workers' Compensation law shall be paid by the Member Agency (Employer).

2. Penalties assessed due to the failure of the Authority (Insurer) to comply with the time requirements or reporting requirements as stated in the Workers' Compensation law shall be paid by the Authority.

ARTICLE XII.
SETTLEMENT AUTHORITY

A. The Authority shall have the power and authority to negotiate the settlement of any Claim against a Member Agency involving public entity liability or workers' compensation without the consent of the Member Agency, except that consent shall be necessary only if the settlement amount will exceed the Authority's limit of liability.

B. Affected Member Agencies shall have the right to provide the Board with any input or information desired on any pending Claim at any time. The Board shall consider this input in making its decisions on settlements.

ARTICLE XIII.
DISPUTE RESOLUTION

A. NEGOTIATION

The risk manager shall investigate the facts of the dispute and, if necessary, obtain a legal opinion from the Authority's counsel on any legal issues. The Member Agency may submit a factual statement and a legal opinion, together with any substantiation thereof, to the risk manager. The risk manager shall then attempt to negotiate a resolution of the dispute. Any negotiated resolution shall be taken to the Board for confirmation and approval. If negotiation fails, and the disputed matter is within the authority of the risk manager, the risk manager shall decide the matter in the best interests of the Authority.

B. APPEAL TO THE BOARD

1. If the Member Agency is dissatisfied with the decision of the risk manager, or if the dispute is unresolved because negotiation failed, the Member Agency may appeal in writing to the Board. This appeal shall be requested by the Member Agency within thirty (30) days of the date of the Risk Manger's decision, or of the date on which the risk manager notifies the Member Agency of the determination that negotiation had failed. Upon receipt of the appeal, the matter shall be set for hearing by the Board at the next available regular Board meeting.
2. The risk manager and the Member Agency shall each submit in writing, at least ten (10) days in advance of the Board meeting, a description of the dispute and any additional relevant facts, a factual and/or legal argument, and the desired resolution. The Board shall consider all information provided, including any oral presentations, in making its decision. The Board may require the Member Agency and/or the risk manager to provide additional information and, as necessary, may continue the hearing. Any Board member that is a member of the governing board of the appealing Member Agency shall be disqualified from participating in

the appeal. The Board shall direct that written notice of its decision be prepared and served by mail on the appealing member agency within ten (10) working days.

C. RECONSIDERATION

Within ten (10) days after notice of the decision by the Board, the Member Agency may request a hearing by the Board to reconsider its decision. This request for reconsideration shall be in writing and must be based solely upon newly discovered facts or other information not previously considered. The Member Agency shall submit this newly discovered information in writing for consideration by the Board at its next available Board meeting. The Board may allow oral presentations at the hearing. Any Board member that is a member of the governing board of the appealing Member Agency shall be disqualified from participating in the request for reconsideration.

D. ARBITRATION OR MEDIATION

If the Member Agency is not satisfied with the Board's decision on appeal, it may pursue arbitration or mediation. By means of mutual agreement between the Member Agency and the risk manager, the parties may select binding or non-binding arbitration, mediation, use of counsel in the proceedings, and other procedural matters. The cost of arbitration or mediation shall be borne equally by the Member Agency and the Authority, and each party shall be responsible for its own attorney(s) fees, if attorneys are utilized. Any decision in binding arbitration shall be final and complied with by the parties. Should the parties desire to submit the matter to mediation, the mediation shall be conducted as if court-ordered pursuant to California Code of Civil Procedure Section 1775, *et seq.* (without any monetary limitation). Should the parties desire that the matter be submitted to arbitration, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

E. LITIGATION

If the Member Agency or the risk manager is not satisfied with the result in non-binding arbitration, or if mediation fails to produce a mutually satisfactory resolution of the dispute, either party may pursue litigation to resolve the dispute. The risk manager may not commence litigation without the approval of the Board. Any litigation shall be subject to the applicable claims and limitations requirements of the Tort Claims Act. The prevailing party in any such litigation shall be entitled to their reasonable attorney(s) fees and costs from the losing party.

ARTICLE XIV. **AMENDMENTS**

These Bylaws may be amended at any time by a majority vote of the Governing Board. Within thirty (30) days following adoption of amendments, the risk manager shall prepare a copy of the amended Bylaws and make it available pursuant to approved notice provisions.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
PLUMAS COUNTY
AND
LOCAL AGENCY FORMATION COMMISSION OF PLUMAS COUNTY**

This Memorandum of Understanding ("MOU") is made and entered into as of the ____ day of _____, 20__ (the "Effective Date"), by and between the Local Agency Formation Commission of Plumas County ("LAFCO") and the County of Plumas, a political subdivision of the State of California (the "County"). LAFCO and the County are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, LAFCO is a public agency established pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, California Government Code Section 56000 et seq.; and

WHEREAS, LAFCO requires clerk services to support the LAFCO Commission in conducting its business and maintaining its records; and

WHEREAS, the County employs staff who possess the necessary skills, experience, and capacity to provide such clerk services to LAFCO; and

WHEREAS, LAFCO desires to engage the County's Clerk of the Board Office to provide clerk services to LAFCO; and

WHEREAS, the County is willing to provide such services on the terms and conditions set forth in this MOU; and

WHEREAS, the Parties recognize the benefits of interagency cooperation and the efficient use of public resources.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

PURPOSE AND SCOPE

1. The purpose of this MOU is to establish the terms and conditions under which the County will provide clerk services to LAFCO.
2. This MOU sets forth the Parties' respective roles, responsibilities, and obligations with respect to the provision of clerk services.

TERM

3. This MOU will become effective on the Effective Date and will continue in effect for a period of one (1) year, unless earlier terminated in accordance with this MOU.
4. This MOU may be renewed for additional one-year terms upon the written agreement of both Parties.

SERVICES TO BE PROVIDED

5. The County will provide the services of its Clerk of the Board Office to function as the clerk for LAFCO (the "Clerk Services").
6. Clerk Services include, without limitation:
 - a. Attending all regular and special meetings of LAFCO.
 - b. Preparing and posting meeting agendas in compliance with the Ralph M. Brown Act (California Government Code Section 54950 et seq.).
 - c. Preparing and making available agenda packets and other meeting materials reasonably necessary for LAFCO meetings.
 - d. Recording the proceedings of LAFCO meetings.
 - e. Preparing and posting minutes of LAFCO meetings.
 - f. Maintaining the official records of LAFCO actions to the extent such records are within the custody of the Clerk of the Board Office.
 - g. Providing administrative support during LAFCO meetings.
 - h. Performing other duties as may be required by law or as directed by the LAFCO Commission or the LAFCO Executive Officer, within the scope of Clerk Services.
 - i. Any services requested by LAFCO that are beyond the Clerk Services described above ("Additional Services") are subject to availability as determined by the Clerk of the Board Office and will be compensated in accordance with the Compensation section and Exhibit A.

COMPENSATION

7. LAFCO will pay the County for Clerk Services at the applicable hourly overtime rate for the County staff member(s) providing the Clerk Services, as set forth in Exhibit A.
8. If the County provides Additional Services, LAFCO will compensate the County at the applicable hourly rate set forth in Exhibit A, unless the Parties agree in writing to a different rate for such Additional Services.
9. LAFCO will reimburse the County, at actual cost, for related out-of-pocket expenses reasonably incurred in providing services under this MOU, including copying and postage, provided such expenses are supported by reasonable documentation.
10. The County will invoice LAFCO quarterly for services provided. Each invoice will include: (a) the dates of LAFCO meetings attended; (b) the applicable hourly rate(s) and hours worked, with a brief description of any Additional Services; (c) documentation supporting any reimbursable expenses; and (d) the total amount due.
11. LAFCO will pay each undisputed invoice within thirty (30) days after receipt.
12. If LAFCO disputes any portion of an invoice, LAFCO will notify the County in writing within fifteen (15) days after receipt of the invoice, describing the basis for the dispute in

reasonable detail. The Parties will work in good faith to resolve the dispute promptly. LAFCO will timely pay any undisputed portion of the invoice in accordance with this section.

RELATIONSHIP OF PARTIES

13. All County staff providing services under this MOU (“County Staff”) will remain employees of the County at all times. The County is solely responsible for payment of County Staff salaries, benefits, workers’ compensation insurance, and all other employment-related costs.
14. Nothing in this MOU will be construed to create an employer-employee relationship between LAFCO and any County Staff.
15. The County will retain administrative and supervisory control over County Staff. However, when providing Clerk Services to LAFCO, County Staff will coordinate with and take functional direction from LAFCO and the LAFCO Executive Officer regarding LAFCO business.

COORDINATION AND COMMUNICATION

16. The LAFCO Executive Officer and the County Administrative Officer, or their designees, will serve as the primary points of contact for matters related to this MOU.
17. The LAFCO Executive Officer will provide the Clerk of the Board Office with reasonable advance notice of all LAFCO meetings and any changes to the meeting schedule.
18. The Parties will communicate as reasonably necessary to support the effective provision of Clerk Services and to address issues that may arise.

INDEMNIFICATION

19. To the extent permitted by law, LAFCO will defend, indemnify, and hold harmless the County and its officers, agents, and employees from and against claims, demands, damages, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising out of or resulting from the negligent acts or omissions or willful misconduct of LAFCO in connection with this MOU, except to the extent caused by the negligence or willful misconduct of the County.
20. To the extent permitted by law, the County will defend, indemnify, and hold harmless LAFCO and its officers, agents, and employees from and against claims, demands, damages, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising out of or resulting from the negligent acts or omissions or willful misconduct of the County in connection with this MOU, except to the extent caused by the negligence or willful misconduct of LAFCO.
21. The indemnification obligations in this section will survive termination or expiration of this MOU.

CONFIDENTIALITY

22. To the extent permitted by law, County Staff will maintain the confidentiality of non-public information and records to which County Staff may have access as a result of providing services to LAFCO.
23. Nothing in this MOU is intended to, nor will it, limit either Party's obligations under the California Public Records Act or any other applicable law regarding disclosure of public records.

TERMINATION

24. Either Party may terminate this MOU for convenience upon thirty (30) days' written notice to the other Party.
25. Either Party may terminate this MOU for cause by written notice if the other Party materially breaches this MOU and fails to cure the breach within fifteen (15) days after receipt of written notice describing the breach in reasonable detail.
26. Upon termination, the Clerk of the Board Office will promptly return to LAFCO all LAFCO records, documents, and materials in its possession, custody, or control, except to the extent retention is required by law.
27. Upon termination, LAFCO will pay the County for services performed and authorized reimbursable expenses incurred through the effective date of termination.

MODIFICATION

28. This MOU may be amended only by a written instrument executed by both Parties.
29. Any amendment will be attached to this MOU and incorporated by reference.

DISPUTE RESOLUTION

30. The Parties will attempt in good faith to resolve any dispute arising under this MOU through informal discussions between their designated points of contact.
31. If the dispute is not resolved within a reasonable time, either Party may request non-binding mediation by a mutually acceptable mediator, with mediation costs shared equally unless otherwise agreed in writing.
32. If mediation is unsuccessful, either Party may pursue any remedies available at law or in equity.

NOTICES

33. All notices required or permitted under this MOU will be in writing and will be deemed given (a) upon personal delivery; (b) upon receipt if sent by email with confirmation of receipt; or (c) three (3) business days after deposit in the United States mail, postage prepaid, certified mail (return receipt requested), addressed as set forth below (or to such other address as a Party may designate by notice).

To LAFCO:

To LAFCO:

Executive Officer
Plumas Local Agency Formation Commission
5050 Laguna Blvd 112-711
Elk Grove, CA 95758
jennifer@pcateam.com

To County:

County Administrative Officer
County of Plumas
[Address]
[City, State, ZIP]
[Email]

Either party may change its address for notices by providing written notice to the other party.

GENERAL PROVISIONS

34. **Entire Agreement.** This MOU constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written.
35. **Severability.** If any provision of this MOU is held to be invalid, illegal, or unenforceable, the remaining provisions will remain in full force and effect.
36. **Waiver.** No waiver by either Party of any breach will be deemed a waiver of any subsequent breach. A waiver will be effective only if in writing and signed by the waiving Party.
37. **Governing Law.** This MOU will be governed by and construed in accordance with the laws of the State of California.
38. **Venue.** Any action arising out of this MOU will be brought in a court of competent jurisdiction in Plumas County, California.
39. **Counterparts; Electronic Signatures.** This MOU may be executed in counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument. Signatures transmitted electronically (including by PDF) will be deemed original signatures for all purposes.
40. **Authority to Execute.** Each person executing this MOU represents and warrants that they have full authority to execute this MOU on behalf of the Party for whom they sign.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the Effective Date.

LOCAL AGENCY FORMATION COMMISSION OF PLUMAS COUNTY

By: _____
Chair, LAFCO

Date: _____

ATTEST:

LAFCO Executive Officer

COUNTY OF PLUMAS

By: _____
Chair, Board of Supervisors

Date: _____

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

LAFCO Counsel

County Counsel

Exhibit A
County Staff Hourly Overtime Wages
May 26, 2026

[To be added]

FREE ON-DEMAND

SB 827 Compliance Training

For **CALAFCO Members**
At No Cost to You

CALAFCO members now have free access to the on-demand SB 827 Compliance Training: Essential Fiscal and Financial Oversight for Public Agency Officials, presented by Best Best & Krieger LLP (BBK) and Regional Government Services (RGS). Complete it on your schedule. There is no travel required and no cost to you.

WHY THIS MATTERS: California Senate Bill 827, effective January 1, 2026, requires covered local agency officials to complete mandatory fiscal and financial training every two years. Newly appointed or hired officials must complete the training within six months of assuming office or employment.

WHAT THIS TRAINING COVERS

- Fiscal oversight responsibilities
- Budget development, financial policies, and long-term fiscal planning
- Financial reporting, auditing, and internal controls
- Capital financing, debt management, and revenue mechanisms
- Pensions, post-employment benefits, and financial risk management
- Cash management and investments
- Financial considerations related to procurement and contracting

DETAILS

- 2 hours, On-demand, Available through December 31, 2026
- Stop and restart at any time. Complete it at your convenience
- Certificate of completion emailed upon finishing the training and short survey
- Free for CALAFCO members (regularly \$75 per person)

FOLLOW THESE 5 STEPS

1. Register on the CALAFCO website using the link on the events page
2. Use the BBK registration link and discount code from your CALAFCO confirmation email to complete registration with BBK
3. Log in to the BBK Attendee Hub when you are ready to begin
4. Complete the two-hour on-demand training at your convenience. You can stop and restart as needed
5. Finish the short survey at the end. Your certificate of completion will be emailed to you

A step-by-step registration guide with screenshots is available on the CALAFCO website.

IMPORTANT | Register Through CALAFCO First

Please register on the CALAFCO website before signing up with BBK. Registering through the CALAFCO events page helps us track participation and informs future training decisions — information the Board uses when considering upcoming educational opportunities. **Please do not share the BBK registration link or discount code.** Direct colleagues to register through CALAFCO first.

COMING SOON In-Person SB 827 Training at the CALAFCO Annual Conference.

Tentatively scheduled for Thursday, October 22, 2026, in Sacramento. Watch the CALAFCO website for details. Questions? Contact Michelle McIntyre mmcintyre@calafco.org



Since the March Quarterly Newsletter, CALAFCO has stayed busy on the work that matters most to members: education and training, legislative advocacy, communications improvements, governance implementation, and day-to-day support for LAFCOs of every size and region.

One thing has become especially clear this year: members truly value staying connected with colleagues across California. Workshops, trainings, and committee discussions give commissioners, staff, and partners, whether you are new to LAFCO work or have decades of experience, the chance to share ideas, learn from one another, and build lasting relationships.

HERE'S WHERE THAT STANDS.

Board Governance and Strategic Planning:

Following the Special Membership Meeting in February, the Board has been putting into place the governance changes the membership approved earlier this year.

Those changes take effect with the 2026 election cycle.

In February, the Board also held a full-day strategic planning workshop focused on governance, communications, education, and strengthening member involvement and statewide coordination.

Staff will begin distributing election materials this summer as CALAFCO prepares for the 2026 Board election cycle under the newly adopted governance structure.

Educational Programs Continue to Grow:

Interest in CALAFCO's education and training programs keeps growing.

In February, CALAFCO-U hosted LAFCO 101 with more than 100 registrants, and in April, LAFCO 201 drew another 100-plus participants for a deeper look at governance, legal, and operational topics. It is great to see so many members learning side by side.

CALAFCO also launched free, on-demand SB 827 ethics compliance training in partnership with BBK and Regional Government Services. The training is available to every member through December 31, 2026. If your team hasn't completed it yet, there is still plenty of time.

Staff Workshop in Pismo Beach: The 2026 CALAFCO Staff Workshop was held May 6-8 in Pismo Beach with approximately 85 attendees from throughout California, and was a huge success!

The workshop centered on practical, hands-on discussions and peer learning, giving LAFCO staff from large multi-county offices to single-staff LAFCOs time to connect and work through the day-to-day challenges so many of us share.

A special thank you again to San Luis Obispo LAFCO for serving as the host LAFCO and helping make the workshop a success.

2026 Biennial Survey: CALAFCO also completed its 2026 Biennial Survey of California LAFCOs, with 51 LAFCOs participating.

The survey offers valuable statewide insight into staffing models, budgets, workloads, shared services, and operational trends. LAFCOs of all sizes use the results for benchmarking, organizational planning, budget development, and compensation discussions.

Legislative Engagement Remains Strong: CALAFCO's Legislative Committee is actively reviewing legislation that affects LAFCOs and the local government services communities rely on across California. This work draws on the combined efforts of CALAFCO staff, Board members, Executive Officers, and our lobbying team. There is always room for more members to weigh in, and we welcome your input.

The CALAFCO Legislative Committee also formally opposed AB 2083 (Jackson, 2026) due to concerns regarding consistency with existing Cortese-Knox-Hertzberg processes and the broader precedent the legislation could create for future LAFCO proceedings statewide.

Membership and Organizational Sustainability: At the May Board meeting, the Board approved CALAFCO's FY 2026-27 operating budget and approved moving forward with additional discussions regarding CALAFCO's long-term dues and membership structure.

The Board also approved the creation of a Membership and Dues Review Committee, with appointments expected later this summer. The review will look closely at CALAFCO's membership and dues structure with fairness, predictability, member value, and long-term financial stability all on the table. We especially want to hear from LAFCOs of every size as this work moves forward, and there will be several opportunities for members to share their perspectives.

Communications and Website Improvements: Staff have also started implementing several practical website and communications improvements in response to member feedback. Current efforts are focused on simplifying key pages, improving the visibility of events and updates, and organizing information more clearly to make the website easier for members to navigate and use.

Planning Ahead: The Board also approved the locations for the 2027-2029 Staff Workshops and Annual Conferences, allowing staff to continue long-range planning for future events and contracts. Planning is also underway for the 2026 CALAFCO Annual Conference in Sacramento, October 21-23. The Board approved updated Achievement Award nomination materials, including several new categories that recognize emerging leaders, creative partnerships, and project-based work across the LAFCO community. We encourage every LAFCO to consider nominating a colleague. Great work happens at organizations of all sizes. Nomination materials will be distributed in June.

SO, WHAT'S NEXT:

Between now and the Annual Conference, CALAFCO's focus remains straightforward:

- 1) Put the membership-approved governance changes fully into effect.
- 2) Keep improving our communications and website so information is easy to find.
- 3) Strengthen financial reporting and day-to-day operations.
- 4) Expand practical education and training opportunities for members at every level.
- 5) Prepare for the 2026 Annual Conference and 2026 Board election cycle.

CALAFCO There's still important work ahead, but CALAFCO is clearly moving in a positive direction. Our focus remains on doing the work well, communicating openly, following through, and delivering practical support and real value to LAFCOs of every size across California.

What makes CALAFCO valuable is the willingness of commissioners, staff, and partners throughout California to stay involved, share ideas, and support one another. Whether your LAFCO is large or small, urban or rural, your voice and participation strengthen the whole community.

As always, I'm grateful for the support, participation, and engagement of LAFCOs across California. I warmly welcome those of you who are newer to CALAFCO or simply looking for ways to get more involved.

Michelle McIntyre