



# **LAFCO MEETING AGENDA**

**Monday, November 3, 2008**

**4:00 P.M.**

**Board Chambers, County Administration Building  
1195 Third Street, Room 305  
Napa, California 94559**

Brad Wagenknecht, Chair  
Brian J. Kelly, Vice-Chair  
Bill Dodd, Commissioner  
Jack Gingles, Commissioner  
Juliana Inman, Commissioner  
Cindy Coffey, Alternate Commissioner  
Mark Luce, Alternate Commissioner  
Gregory Rodeno, Alternate Commissioner

---

Keene Simonds, Executive Officer  
Jacqueline Gong, Commission Counsel  
Brendon Freeman, Analyst  
Kathy Mabry, Secretary

**1. CALL TO ORDER; ROLL CALL: 4:00 P.M.**

**2. PLEDGE OF ALLEGIANCE**

**3. APPROVAL OF MINUTES**

Minutes of October 6, 2008

**4. PUBLIC COMMENT**

In this time period, anyone may comment to the Commission regarding any subject over which the Commission has jurisdiction, or request consideration to place an item on a future agenda. No comments will be allowed involving any subject matter that is scheduled for hearing, action, or discussion as part of this agenda. Individuals will be limited to a three-minute presentation. No action will be taken by the Commission as a result of any item presented at this time.

**5. CONSENT ITEMS**

With the concurrence of the Chair, a Commissioner or member of the public may request discussion of an item on the consent calendar.  
None.

**6. PUBLIC HEARING ITEMS**

None.

**7. ACTION ITEMS**

**a) Adoption of Proposed Policy on Municipal Service Reviews and Amendments to Adopted Study Schedule**

The Commission will consider a proposed policy on conducting municipal service reviews. The Commission will also consider amendments to its adopted study schedule calendaring municipal service reviews and sphere of influence updates for 2008-2012.

**b) Adoption of Proposed Policy on Outside Service Agreements**

The Commission will consider a proposed policy on outside service agreements. The proposed policy provides guidance to the Commission in reviewing requests from cities and special districts to provide new or extended services by agreement outside their jurisdictional boundaries in accordance with Government Code Section 56133.

**c) Authorization to Negotiate a Professional Services Agreement for Website Design and Development**

The Commission will consider authorizing the Executive Officer to negotiate a professional services agreement with Planetaria for website design and development in an amount not-to-exceed \$28,350.

**8. DISCUSSION ITEMS**

**a) Current and Future Proposals**

The Commission will receive a report from staff regarding current and future proposals. The report is being presented for review and discussion.

**9. EXECUTIVE OFFICER REPORT**

The Commission will receive a verbal report from the Executive Officer regarding current staff activities, communications, studies, and special projects. This includes, but is not limited to, the following topics:

- Request for Proposal: Electronic Document Management System

**10. CLOSED SESSION**

None.

**11. COMMISSIONER COMMENTS; REQUEST FOR FUTURE AGENDA ITEMS**

**12. ADJOURNMENT TO NEXT REGULAR SCHEDULED MEETING:**

Monday, December 1, 2008.

---

Materials relating to an item on this agenda that have been submitted to the Commission after distribution of the agenda packet are available for public inspection at the LAFCO office during normal business hours. Commissioners are disqualified from voting on any proposals involving entitlements of use if they have received campaign contributions from an interested party. The law prohibits a Commissioner from voting on any entitlement when he/she has received a campaign contribution(s) of more than \$250 within 12 months of the decision, or during the proceedings for the decision, from any interested party involved in the entitlement. An interested party includes an applicant and any person with a financial interest actively supporting or opposing a proposal. If you intend to speak on any hearing item, please indicate in your testimony if you have made campaign contributions totaling \$250 or more to any Commissioner during the past 12 months. Any member of the public requiring special assistance with respect to attending or listening to the meeting should contact LAFCO staff 24 hours in advance at (707) 259-8645.

---



**Local Agency Formation Commission**  
**LAFCO of Napa County**

1700 Second Street, Suite 268  
Napa, California 94559  
Telephone: (707) 259-8645  
Facsimile: (707) 251-1053  
<http://napa.lafco.ca.gov>

**November 3, 2008**  
**Agenda Item No. 7a**

October 24, 2008

**TO:** Local Agency Formation Commission

**FROM:** Keene Simonds, Executive Officer

**SUBJECT: Adoption of Proposed Policy on Municipal Service Reviews and Amendments to Adopted Study Schedule (Action)**

The Commission will consider a proposed policy on conducting municipal service reviews. The Commission will also consider amendments to its adopted study schedule calendaring municipal service reviews and sphere of influence updates for 2008-2012.

The Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 requires Local Agency Formation Commissions (LAFCOs) to prepare municipal service reviews in conjunction with updating cities and special districts' spheres of influence by January 1, 2008 and every five years thereafter as needed. The legislative intent of the municipal service review process is to inform LAFCO with regard to the availability, capacity, and efficiency of governmental services provided within its jurisdiction prior to making sphere of influence determinations. Municipal service reviews must include written determinations making statements on the governance factors prescribed under Government Code (G.C.) Section 56430 along with any other matters relating to service provision required by LAFCO policy.

**A. Discussion**

At the October 6, 2008 meeting, LAFCO of Napa County ("Commission") reviewed a proposed policy on conducting municipal service reviews. The proposed policy establishes principles and procedures to help guide the Commission in scheduling, preparing, and adopting municipal service reviews in accordance with G.C. §56430. In conjunction with the proposed policy, the Commission also reviewed amendments to its adopted study schedule calendaring municipal service reviews and sphere of influence updates for 2008-2012. Amendments include consolidating seven agency-specific municipal service reviews into two region-specific municipal service reviews affecting the local agencies operating in south and central Napa County. A copy of the staff report addressing both the proposed policy and amendments to the study schedule presented at the October meeting is attached.

Jack Gingles, Commissioner  
Mayor, City of Calistoga

Juliana Inman, Commissioner  
Councilmember, City of Napa

Cindy Coffey, Alternate Commissioner  
Councilmember, City of American Canyon

Brad Wagenknecht, Chair  
County of Napa Supervisor, 1st District

Bill Dodd, Commissioner  
County of Napa Supervisor, 4th District

Mark Luce, Alternate Commissioner  
County of Napa Supervisor, 2nd District

Brian J. Kelly, Vice Chair  
Representative of the General Public

Gregory Rodeno, Alternate Commissioner  
Representative of the General Public

Keene Simonds  
Executive Officer

At the direction of the Commission, staff circulated the proposed policy and amendments to the study schedule to local agencies on October 13<sup>th</sup> welcoming their review and comment. No written comments were received. Also at the direction of the Commission, staff has prepared the attached memorandum outlining the scope and purpose of the currently scheduled municipal service review on transportation services for 2010.

The proposed policy and amendments to the study schedule are being presented today for Commission consideration. No changes have been made to either document from their initial presentation at the October meeting.

## **B. Analysis**

As discussed at the October meeting, the proposed policy on conducting municipal service reviews reflects and expands on the established practices of the Commission. This includes formalizing the practice of the Commission to schedule municipal service reviews every five years as needed while now requiring their adoptions take place during public hearings. Markedly, the proposed policy establishes clear written goals and procedures to direct the Commission in fulfilling its mandate to proactively assess the current and planned provision of municipal services in relationship to present and future growth in Napa County.

Substantive amendments made to the study schedule include the aforementioned consolidation of seven agency-specific municipal service reviews into two region-specific municipal service reviews affecting local agencies in south and central Napa County. This amendment will help economize staff resources as well as enhance the focus of the Commission in making measured determinations with regard to service capacities and demands in the two regions. An additional amendment includes transitioning the study schedule from calendar to fiscal year to correspond with the annual budget process.

## **C. Recommendation**

It is recommended the Commission take the following actions:

- 1) Adopt the attached proposed policy on municipal service reviews with any desired changes; and
- 2) Adopt the attached amended study schedule calendaring municipal service reviews and sphere of influence updates for 2008-2012 with any desired changes.

Respectfully submitted,



---

Keene Simonds  
Executive Officer

Attachments:

- 1) Proposed Policy on Municipal Service Reviews
- 2) Revised Study Schedule
- 3) Memo: Municipal Service Review on Transportation Services
- ~~4) October 6, 2008 Staff Report~~



**LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY**  
*Policy on Municipal Service Reviews*

Adopted: \_\_\_\_\_

**I. Background**

The Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 requires the Commission to prepare municipal service reviews in conjunction with its mandate to review and update each local agency's sphere of influence every five years as necessary. The legislative intent of the municipal service review process is to inform the Commission with regard to the availability, capacity, and efficiency of governmental services provided within its jurisdiction prior to making sphere of influence determinations. Municipal service reviews must designate the geographic area in which the governmental service or services are under evaluation. Municipal service reviews must also include determinations addressing the governance factors prescribed under Government Code Section 56430 and any other matters relating to service provision as required by Commission policy.

**II. Purpose**

The purpose of these policies is to guide the Commission in conducting municipal service reviews. This includes establishing consistency with respect to the Commission's approach in the (a) scheduling, (b) preparation, and (c) adoption of municipal service reviews.

**III. Objective**

The objective of the Commission in conducting municipal service reviews is to proactively and comprehensively evaluate the level, range, and structure of governmental services necessary to support orderly growth and development in Napa County. Underlying this objective is to develop and expand the Commission's knowledge and understanding of the current and planned provision of local governmental services in relationship to the present and future needs of the community. The Commission will use the municipal service reviews not only to inform subsequent sphere of influence determinations but also to identify opportunities for greater coordination and cooperation between providers as well as possible government structure changes.

**IV. Municipal Service Review Policies**

**A. Scheduling**

Beginning in 2008, and every five years thereafter, the Commission will hold a public hearing to adopt a study schedule calendaring municipal service reviews over the next five year period. Public hearing notices will be circulated 21 days in advance to all local agencies as well as posted on the Commission website. The Commission will generally schedule municipal service reviews in conjunction with sphere of influence updates. The Commission, however, may schedule municipal service reviews independent of sphere of influence updates. The Commission may also amend the study schedule to add, modify, or eliminate calendared municipal service reviews to address changes in circumstances, priorities, and available resources.

In adopting a study schedule, the Commission will calendar three types of municipal service reviews. These three types of municipal service reviews are 1) service-specific, 2) region-specific, and 3) agency-specific and are summarized below.

- A service-specific municipal service review will examine particular governmental services across multiple local agencies on a countywide basis.
- A region-specific municipal service review will examine the range of governmental services provided by local agencies within a particular area.
- An agency-specific municipal service review will examine the breadth of governmental services provided by a particular local agency.

## **B. Preparation**

The Commission will encourage input among affected local agencies in designing the municipal service reviews to enhance the value of the process among stakeholders and capture unique local conditions and circumstances effecting service provision. This includes identifying appropriate performance measures as well as regional growth and service issues transcending political boundaries. The Commission will also seek input from the affected local agencies in determining final geographic area boundaries for the municipal service reviews. Factors the Commission may consider in determining final geographic area boundaries include, but are not limited to, spheres of influence, jurisdictional boundaries, urban growth boundaries, general plan designations, and topography.

The Commission will prepare the municipal service reviews but may contract with outside consultants to assist staff as needed. Data collection is an integral component of the municipal service review process and requires cooperation from local agencies. The Commission will strive to reduce the demands on local agencies in the data collection process by using existing information resources when available and adequate. All service related information compiled by local agencies will be independently reviewed and verified by the Commission.

Each municipal service review will generally be prepared in three distinct phases. The first phase will involve the preparation of an administrative report and will include a basic outline of service information collected and analyzed by staff. The administrative report will be made available to each affected local agency for their review and comment to identify any technical corrections. The second phase will involve the preparation of a draft report that will be presented to the Commission for discussion at a public meeting. The draft report will incorporate any technical corrections identified during the administrative review and include determinations. The draft report will be made available to the public for review and comment for a period of no less than 21 days. The third phase will involve the preparation of a final report and will address any new information or comments generated during the public review period and will be presented to the Commission as part of a public hearing.

As noted, each municipal service review will include one or more determinations addressing each of the following governance factors required under Government Code Section 56430 and by Commission policy:

1. Growth and population projections for the affected area. (§56340(a)(1)).
2. Present and planned capacity of public facilities and adequacy of public services, including infrastructure needs or deficiencies. (§56340(a)(2))
3. Financial ability of agencies to provide services. (§56340(a)(3))
4. The status of, and opportunities for, shared facilities. (§56340(a)(4))
5. Accountability for community service needs, including governmental structure and operational efficiencies. (§56340(a)(5))
6. Relationship with regional growth goals and policies. (Commission)

### **C. Adoption**

The Commission will complete each scheduled municipal service review by formally receiving a final report and adopting a resolution codifying its determinations as part of public hearing.



**LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY  
STUDY SCHEDULE (2008/09-2012/13)**

**Municipal Service Reviews (Government Code §56430)  
Sphere of Influence Reviews (Government Code §56425)**

Adopted: February 4, 2008

Amended: \_\_\_\_\_

**Fiscal Year 2008/2009**

---

**South Napa County**

Municipal service review will examine the governmental services provided by the City of American Canyon, American Canyon Fire Protection District, and County Service Area No. 3. The municipal service review will precede sphere of influence reviews for all three local agencies.

---

**Lake Berryessa Area**

Municipal service review will examine the governmental services provided by the Lake Berryessa Resort Improvement District, Napa-Berryessa Resort Improvement District, and the Spanish Flat Water District. The municipal service review will precede sphere of influence reviews for all three local agencies.

---

**Fiscal Year 2009/2010**

---

**County Service Area No. 4**

Municipal service review will examine the governmental services provided by County Service Area No. 4 and will precede a sphere of influence review.

---

**Napa County Regional Park & Open Space District**

Municipal service review will examine the governmental services provided by the Napa County Regional Park & Open Space District will precede the establishment of a sphere of influence review.

---

**Napa County Mosquito Abatement District**

Municipal service review will examine the governmental services provided by the Napa County Mosquito Abatement District and will precede a sphere of influence review.

---

**Law Enforcement Services**

Municipal service review will examine public law enforcement (i.e., police protection) services provided in Napa County.

---

**Fiscal Year 2010/2011**

---

**Central Napa County**

Municipal service review will examine the governmental services provided by the City of Napa, Napa Sanitation District, Silverado Community Services District, and Congress Valley Water District. The municipal service review will precede sphere of influence reviews for all four local agencies.

---

**Napa River Reclamation District No. 2109**

Municipal service review will examine the governmental services provided by the Napa River Reclamation District No. 2109 and will precede a sphere of influence review.

---

**Transportation Services**

Municipal service review will examine public transit and road services provided in Napa County.

---

---

**Fiscal Year 2011/2012**

---

**Town of Yountville**

Municipal service review will examine the governmental services provided by the Town of Yountville and will precede a sphere of influence review.

---

**Circle Oaks County Water District**

Municipal service review will examine the governmental services provided by the Circle Oaks County Water District and will precede a sphere of influence review.

---

**Napa County Flood Control and Water Conservation District**

Municipal service review will examine the governmental services provided by the Napa County Flood Control and Water Conservation District and will precede a sphere of influence review.

---

**Napa County Resource Conservation District**

Municipal service review will examine the governmental services provided by the Napa County Resource Conservation District and will precede a sphere of influence review.

---

---

**Fiscal Year 2012/2013**

---

**City of Calistoga**

Municipal service review will examine the governmental services provided by the City of Calistoga and will precede a sphere of influence review.

---

**City of St. Helena**

Municipal service review will examine the governmental services provided by the City of St. Helena and will precede a sphere of influence review.

---

**Los Carneros Water District**

Municipal service review will examine the governmental services provided by the Los Carneros Water District and will precede a sphere of influence review.

---

**Cemetery Services**

Municipal service review will examine public interment services provided in Napa County and will precede a sphere of influence review of the Monticello Public Cemetery District and the Pope Valley Cemetery District.

---



**Local Agency Formation Commission**  
**LAFCO of Napa County**

1700 Second Street, Suite 268  
Napa, California 94559  
Telephone: (707) 259-8645  
Facsimile: (707) 251-1053  
<http://napa.lafco.ca.gov>

**Attachment Three**

**MEMORANDUM**

October 6, 2008

**TO:** Local Agency Formation Commission

**FROM:** Keene Simonds, Executive Officer

**SUBJECT: Municipal Service Review on Transportation Services  
(Supplement to Agenda Item No. 7a)**

This memorandum has been prepared at the request of the Commission and outlines the scope and purpose in preparing a municipal service review on transportation services during the 2008-2012 study schedule. The memorandum is being presented for discussion as part of the Commission's consideration of approving revisions to the aforementioned study schedule as part of Agenda Item No. 7a.

**A. Background**

On February, 4, 2008, the Commission adopted a study schedule calendaring a second round of municipal service reviews and sphere of influence updates for 2008-2012 in accordance with Government Code Sections 56430 and 56425, respectively. The adopted study schedule includes a municipal service review on transportation services in 2010.

**B. Discussion**

The municipal service review on transportation services will examine the level and range of public road and transit services provided throughout Napa County. This includes assessing current and planned roadways within each of the six land use authorities' jurisdictions in relationship to their respective circulation and land use policies. This also includes assessing the public transit services provided by local and regional agencies within the incorporated and unincorporated areas, such as air and ground transportation.

The purpose in scheduling the municipal service review on transportation services is to better inform the Commission with respect to the availability, capacity, and efficiency of local public transportation services within Napa County. The municipal service review will also serve as an opportunity to consider whether there is merit in alternative government structures with respect to economizing and improving transportation services. The information collected and analyzed in the municipal service review will enhance the Commission's ability to effectively coordinate orderly growth and development as it relates to present and future transportation resources.

Jack Gingles, Commissioner  
Mayor, City of Calistoga

Juliana Inman, Commissioner  
Councilmember, City of Napa

Cindy Coffey, Alternate Commissioner  
Councilmember, City of American Canyon

Brad Wagenknecht, Chair  
County of Napa Supervisor, 1st District

Bill Dodd, Commissioner  
County of Napa Supervisor, 4th District

Mark Luce, Alternate Commissioner  
County of Napa Supervisor, 2nd District

Brian J. Kelly, Vice Chair  
Representative of the General Public

Gregory Rodeno, Alternate Commissioner  
Representative of the General Public

Keene Simonds  
Executive Officer

### **C. Commission Review**

Staff respectfully requests the Commission review and provide input with respect to whether it prefers to (a) retain, (b) modify, or (c) eliminate the scheduled municipal service review on transportation services as part of its study schedule for 2008-2012. Direction to modify or eliminate the municipal service review should be incorporated into a motion made in conjunction with considering the suggested revisions to the study schedule outlined in the staff report for Agenda Item No. 7a.

Attachments: none



**Local Agency Formation Commission**  
**LAFCO of Napa County**

1700 Second Street, Suite 268  
Napa, California 94559  
Telephone: (707) 259-8645  
Facsimile: (707) 251-1053  
<http://napa.lafco.ca.gov>

**November 3, 2008**  
**Agenda Item No. 7b**

October 24, 2008

**TO:** Local Agency Formation Commission

**FROM:** Keene Simonds, Executive Officer

**SUBJECT: Adoption of Proposed Policy on Outside Service Agreements (Action)**

The Commission will consider a proposed policy on outside service agreements. The proposed policy provides guidance to the Commission in reviewing requests from cities and special districts to provide new or extended services by agreement outside their jurisdictional boundaries in accordance with Government Code Section 56133.

Government Code (G.C.) Section 56133 became effective January 1, 2001 and requires cities and special districts to request and receive written approval from Local Agency Formation Commissions (LAFCOs) to provide new or extended services outside their jurisdictional boundaries with limited exemptions. LAFCOs may approve cities and special districts' requests to provide new or extended services outside their jurisdictional boundaries but within their spheres of influence in anticipation of subsequent changes of organization, such as annexations. LAFCOs may only approve cities and special districts' requests to provide new or extended services outside their jurisdictional boundaries and spheres of influence in response to existing or future threats to public health or safety.

**A. Discussion**

At the October 6, 2008 meeting, LAFCO of Napa County ("Commission") reviewed a proposed policy on outside service agreements in accordance with G.C. §56133. The proposed policy establishes principles and procedures to help guide the Commission in reviewing requests by cities and special districts to provide new or extended outside services. Most notably, this includes prescribing the form, review, and consideration of agency requests. A copy of the staff report on the proposed policy presented at the October meeting is attached.

At the direction of the Commission, staff circulated the proposed policy to local agencies on October 8<sup>th</sup> welcoming their review and comment. Written comments were received from the Napa Sanitation District and County of Napa and are attached. Counsel has also prepared the attached memorandum responding to a question raised at the October meeting regarding the Commission's obligation to administer G.C. §56133.

Jack Gingles, Commissioner  
Mayor, City of Calistoga

Juliana Inman, Commissioner  
Councilmember, City of Napa

Cindy Coffey, Alternate Commissioner  
Councilmember, City of American Canyon

Brad Wagenknecht, Chair  
County of Napa Supervisor, 1st District

Bill Dodd, Commissioner  
County of Napa Supervisor, 4th District

Mark Luce, Alternate Commissioner  
County of Napa Supervisor, 2nd District

Brian J. Kelly, Vice Chair  
Representative of the General Public

Gregory Rodeno, Alternate Commissioner  
Representative of the General Public

Keene Simonds  
Executive Officer

The proposed policy is being presented today for Commission consideration. The proposed policy includes two substantive changes from its initial presentation at the October meeting. These changes are summarized below.

- Section IV (B) initially directed cities and special districts to file with the Executive Officer a completed application signed by the respective manager requesting Commission approval to provide new or extended outside services. This section has been revised to also require cities and special districts submit with their completed application an adopted resolution. This change was suggested by City of Napa at the October meeting and will help formalize the process while providing additional opportunities for public review and comment on the underlying project prior to Commission consideration.<sup>1</sup>
- Section IV (D) initially directed the Executive Officer to schedule a public hearing for the Commission to consider cities and special districts' requests to provide new or extended outside services within 90 days after deeming the application complete. This section has been revised to direct the Executive Officer to schedule a public hearing for the Commission to consider requests at its next regular meeting in which adequate notice can be given but no later than 90 days from the date the application is deemed complete. This change was suggested by the County of Napa in their October 23, 2008 letter to the Commission and helps clarify the Executive Officer will process requests in a timely manner.<sup>2</sup>

## **B. Analysis**

The proposed policy on outside service agreements provides measured guidance to the Commission in addressing its statutory duties under G.C. §56133. The proposed policy also provides needed direction to cities and special districts in complying with their own statutory responsibilities to request and receive approval from the Commission before providing new or extended outside services. The timing of the proposal policy is also appropriate given the City of Napa may soon request approval to provide water service to a property off of Montecito Boulevard in conjunction with a recently filed sphere of influence amendment. Markedly, in the absence of a policy, staff does not have any direction to help ensure its review of these types of requests is consistent with the preferences of the Commission.

---

<sup>1</sup> The City of Napa also suggested at the October meeting the Commission revise Section IV (A), which authorizes the Chair to approve outside service agreements to respond to existing and urgent threats to public health and safety. The City suggested it would be appropriate to transfer this authority to the Executive Officer. Staff believes it is appropriate to retain this section as written to provide an additional check within LAFCO to help ensure the underlying event represents an urgent threat to public health or safety.

<sup>2</sup> The County of Napa also questioned in its October 23, 2008 letter to the Commission whether a countywide policy on G.C. §56133 is necessary given the specificity of the statute. Staff believes a policy is appropriate for reasons outlined in this report. Staff also respectfully disagrees with the County's comment the statute is too specific to create a countywide policy; the statute is a broad mandate and the proposed policy retains Commission discretion in considering outside service agreements.

As discussed at the October meeting, the proposed policy is intentionally broad and provides the Commission discretion in considering outside service agreements. This discretion is needed given the challenges associated with implementing policies on G.C. §56133. The primary implementation challenge is drawn from the restriction on the Commission to only approve new or extended services outside cities or special districts' spheres of influence in response to existing or future threats to public health or safety. This restriction is well-intended and reinforces the meaning of spheres of influence as the probable and future service areas of cities and special districts. The restriction, however, does not readily recognize there are exceptions when it is logical for cities and special districts to provide new or extended services outside their spheres of influence. With this in mind, staff believes it is reasonable for the Commission to have an inclusive view of threats to public health and safety. This framing will allow the Commission to accommodate logical service provision outside cities and special districts' spheres of influence when amendments are not appropriate given local conditions and circumstances.

### **C. Recommendation**

It is recommended the Commission take the following actions:

- 1) Adopt the attached proposed policy on outside service agreements with any desired changes; and
- 2) Direct the Executive Officer to provide notice of the adopted policy on outside service agreements to each city and special district in Napa County.

Respectfully submitted,



---

Keene Simonds  
Executive Officer

#### Attachments:

- 1) Proposed Policy on Outside Service Agreements
- 2) Written Comments: Napa Sanitation District
- 3) Written Comments: County of Napa
- 4) Memorandum from Commission Counsel
- ~~5) October 6, 2008 Staff Report~~



**LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY**  
*Policy on Outside Service Agreements*

Adopted: \_\_\_\_\_

**I. Background**

The Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 includes provisions requiring cities and special districts to request and receive written approval from the Commission before providing new or extended services by agreements outside their jurisdictional boundaries with limited exemptions (Government Code Section 56133). The Commission may authorize a city or special district to provide new or extended service outside their jurisdictional boundary in anticipation of a subsequent change of organization, such as an annexation. The Commission may also authorize a city or special district to provide new or extended service outside their jurisdictional boundary and sphere of influence to address an existing or future threat to the public health or safety.

**II. Purpose**

The purpose of these policies is to guide the Commission in reviewing city and special district requests to provide new or extended services by agreement outside their jurisdictional boundaries. This includes making policy statements and establishing consistent procedures with respect to the form, review, and consideration of requests.

**III. Objective**

The objective of the Commission in implementing these policies is to ensure the extension of services by cities and special districts outside their jurisdictional boundaries is logical and consistent with supporting orderly growth and development in Napa County. The Commission recognizes the importance of considering local conditions and circumstances in implementing these policies.

**IV. Outside Service Agreement Policies**

**A. General Statements**

- 1) Annexations to cities and special districts involving territory located within the affected agency's sphere of influence is generally preferred to outside service agreements. The Commission recognizes, however, there may be instances when outside service agreements involving territory within the affected agency's sphere of influence is appropriate given local circumstances.
- 2) The Commission shall authorize a city or special district's request to provide new or extended services outside their jurisdictional boundary and sphere of influence only in response to an existing or future threat to public health or safety in accordance with Government Code Section 56133(c).

- 3) The Commission authorizes the Chair to approve a city or special district's request for an outside service agreement if there is an existing and urgent public health or safety emergency. The Commission shall ratify the Chair's determination at the next regular scheduled meeting.
- 4) All requests for outside service agreements are subject to the applicable provisions of the California Environmental Quality Act.
- 5) Commission approval is not required for cities or special districts to provide new or extended services outside their jurisdictional boundaries if any of the following conditions apply in accordance with Government Code Section 56133(e):
  - (a) The agreement involves two or more public agencies where the contracted service is an alternative or substitute for public services already provided.
  - (b) The agreement involves the transfer of non-potable or non-treated water.
  - (c) The agreement involves the provision of surplus water to agricultural lands for conservation projects or to directly support agricultural industries.
  - (d) The agreement involves an extended service that a city or special district was providing on or before January 1, 2001.

The Commission encourages cities and special districts to work with the Executive Office in determining when the above exemptions may apply.

## **B. Form of Request**

Requests to authorize an outside service agreement shall be filed with the Executive Officer by the affected city or special district. Requests shall be made by resolution of the affected agency with a cover letter accompanying a completed application using the form provided in Attachment A. Requests shall also include a check in the amount prescribed under the Commission's adopted fee schedule along with a copy of the proposed service agreement.

## **C. Review of Request**

The Executive Officer shall review and determine within 30 days of receipt whether the request to authorize an outside service agreement is complete. If a request is deemed incomplete, the Executive Officer shall immediately notify the applicant and identify the information needed to accept the request for filing.

#### **D. Consideration of Request**

Once a request is deemed complete, the Executive Officer will prepare a written report with a recommendation. The Executive Officer will present his or her report and recommendation at a public hearing for Commission consideration. The public hearing will be scheduled for the next regular meeting of the Commission for which adequate notice can be given but no later than 90 days from the date the request is deemed complete. The Executive Officer's written report will be made available to the public for review prior to the scheduled hearing and include an evaluation of the following three factors:

- 1) The ability of the applicant to extend the subject service to the affected land.
- 2) The application's consistency with the policies and general plans of all affected local agencies.
- 3) The application's effect on growth and development within and adjacent to the affected land.

The Commission may approve the request with or without conditions. If denied, the affected city or special district can ask for reconsideration within 30 days.



**LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY**

**APPLICATION  
OUTSIDE SERVICE AGREEMENT**

**A. Applicant Information**

- 1) Agency Name: \_\_\_\_\_
- 2) Contact Person and Title: \_\_\_\_\_
- 3) Contact Information: \_\_\_\_\_  

Telephone	E-Mail
-----------	--------
- 4) Mailing Address: \_\_\_\_\_  

Address	City, State, Zip Code
---------	-----------------------

**B. Type of Outside Service Agreement**

- 1) New  Extended
- 2) Water  Sewer  Other: \_\_\_\_\_

**C. Location of Territory to be Served**  
(attach additional sheets if necessary)

- 1) Assessor Parcel Number: \_\_\_\_\_  
Size: \_\_\_\_\_ Current Use: \_\_\_\_\_
- 2) Assessor Parcel Number: \_\_\_\_\_  
Size: \_\_\_\_\_ Current Use: \_\_\_\_\_
- 3) Assessor Parcel Number: \_\_\_\_\_  
Size: \_\_\_\_\_ Current Use: \_\_\_\_\_

**D. Service Information**

- 1) Describe how the agency would provide the proposed new or extended service to the subject territory. Please identify any necessary infrastructure or facility improvements and associated funding requirements necessary to provide service to the subject territory.

---

---

---

---

- 2) If the proposed new or extended service involves water or sewer, identify the anticipated demand in terms of use (i.e., gallons) associated with serving the subject territory. For extended service, please estimate the difference in comparison to existing demand.

---

---

---

---

- 3) Does the agency have sufficient capacities to provide the proposed new or extended service to the subject territory without adversely effecting existing service levels?

---

---

---

---

- 4) What services, if any, are currently provided to the subject territory?

---

---

---

---

**E. Additional Information**

- 1) Identify the subject territory's land use designation and zoning standard along with the minimum parcel density requirements.

---

---

---

- 2) Are there any proposed or approved, but not yet built, development projects involving the subject territory?

Yes  No

If yes, describe the proposed projects or the approved permits/land use entitlements.

---

---

---

- 3) The Commission's action regarding this request by the agency to provide new or extended services outside its jurisdictional boundary is subject to the requirements of the California Environmental Quality Act (CEQA). Has the agency conducted any CEQA reviews for any projects associated with this application?

Yes  No

If yes, please provide copies of the environmental documentation, including the Notice of Exemption or Notice of Determination as well as proof of payment of applicable California Department of Fish & Game fees.

- 4) Is the subject territory located within the agency's sphere of influence?

Yes  No

If no, please identify whether there is an existing or future threat to public health and safety or to the residents in support of the application.

---

---

---

**Simonds, Keene**

---

**From:** Healy, Tim  
**Sent:** Wednesday, October 22, 2008 11:56 AM  
**To:** Simonds, Keene  
**Cc:** Herrick, Todd; Abramson, Michael; Thomas, Brian  
**Subject:** LAFCO Policy on Outside Service Agreements

Keene:

District Staff has reviewed the proposed policy on Outside Service Agreements. Based on our review of the document, it appears that the policy is in compliance with Government Code Section 56133. Noting the Napa Sanitation District currently only has three Outside Service Agreements for sanitary sewer service outside of our jurisdictional boundaries, and that none of the three was entered into in the last twenty years, executing Outside Service Agreements for sanitary sewer service is generally not a practice of the District.

The District does provide recycled water to customers outside of our jurisdictional boundaries. It does not appear that this policy will adversely affect our ability to continue this practice.

Noting the comments above, the District does not propose any changes to the policy and supports its adoption.

Tim Healy  
Assistant General Manager/District Engineer

## Conservation, Development and Planning

1195 Third Street, Suite 210  
Napa, CA 94559  
www.co.napa.ca.us

Main: (707) 253-4417  
Fax: (707) 253-4336

**Hillary Gitelman**  
Director



A Tradition of Stewardship  
A Commitment to Service

October 23, 2008

Keene Simonds, Executive Director  
LAFCO of Napa County  
1700 Second Street, Suite 268  
Napa, CA 94559

RE: Proposed Policy on Outside Service Agreements

Dear Keene,

Thank you for the opportunity to comment on LAFCO's draft policy regarding outside service agreements. As we learned during discussions about CGC Section 56133's application towards the County's Airport Industrial Area, this is a significant and complex issue that requires careful consideration. County staff questions whether a County-wide policy is necessary given the specificity of the statute and the Napa County Board of Supervisors has not taken a position on the proposed policy. Nonetheless, should the Commission wish to proceed, we would offer the following comments and suggestions:

First, we believe that the definition of "new or extended services" is critical to practical application of CGC Section 56133. For example, there are areas of the County which lie outside of city or district boundaries but lie within adopted or contractually established service areas. New hook-ups in these areas may not be considered "new or extended services" as envisioned by the statute.

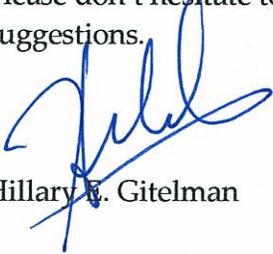
For this reason, we recommend that any County-wide policy adopted by LAFCO acknowledge the existence of site-specific circumstances (such as historical service areas and pre-existing contractual agreements) that may result in local agency decisions that are not subject to Section 56133. In these instances, local agencies should be requested to notify LAFCO staff in writing that their proposed service is not subject to Section 56133, and provide a specific rationale.

Also, local agencies requesting authorization under Section 56133 should be asked to provide any pre-existing contractual agreements related to their proposal and the Commission should have an opportunity to determine whether Section 56133 even applies before it considers whether the extension would address a threat to public health or safety.

Finally, if the Commission is going to continue its practice of meeting on a monthly basis, requests for authorization under Section 56133 should be calendared for consideration by the Commission within

30 rather than 90 days of being deemed complete by the Executive Officer. Alternately, requests that are deemed complete should be placed on the agenda for consideration at the Commission's next regularly scheduled meeting.

Please don't hesitate to contact me if I can answer any questions about these comments and suggestions.



Hillary A. Gitelman

- cc. Napa County Board of Supervisors
- Nancy Watt, Napa County CEO
- Robert Westmeyer, County Counsel



**Local Agency Formation Commission**  
**LAFCO of Napa County**

1700 Second Street, Suite 268  
Napa, California 94559  
Telephone: (707) 259-8645  
Facsimile: (707) 251-1053  
<http://napa.lafco.ca.gov>

**Attachment Four**

**MEMORANDUM**

November 3, 2008

**TO:** Local Agency Formation Commission

**FROM:** Jacqueline Gong, Commission Counsel

**SUBJECT:** **Government Code Section 56133**  
**(Supplement to Agenda Item No. 7b)**

This memorandum addresses a question raised at the October 6, 2008 meeting regarding LAFCO's obligation to administer Government Code Section 56133.

LAFCO is legally responsible for administering the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000. This includes exercising its regulatory powers and duties to ensure the efficient extension of services, which goes hand-in-hand with its duty to promote orderly growth and development. Concerned that cities and districts were providing public services outside their boundaries without first annexing the served territory, the Legislature enacted Government Code Section 56133 to expand LAFCO's oversight of these services, finding they amounted to "de facto annexation". Section 56133 mandates a city or special district to first obtain LAFCO's approval before it may provide new or extended services outside its boundaries, with limited exceptions. LAFCO must oversee these services, whether by an agency seeking annexation approval or permission for extraterritorial services. (Government Code Section 56375 (a) & (p)) In administering Section 56133, LAFCO determines new and extended services. Carrying out Section 56133 is in furtherance of LAFCO's duty to determine the agency that "can best provide government services". Ignoring the mandate of Section 56133 exposes LAFCO and the provider agency to the risk of legal challenge.

Jack Gingles, Commissioner  
Mayor, City of Calistoga

Juliana Inman, Commissioner  
Councilmember, City of Napa

Cindy Coffey, Alternate Commissioner  
Councilmember, City of American Canyon

Brad Wagenknecht, Chair  
County of Napa Supervisor, 1st District

Bill Dodd, Commissioner  
County of Napa Supervisor, 4th District

Mark Luce, Alternate Commissioner  
County of Napa Supervisor, 2nd District

Brian J. Kelly, Vice Chair  
Representative of the General Public

Gregory Rodeno, Alternate Commissioner  
Representative of the General Public

Keene Simonds  
Executive Officer



**Local Agency Formation Commission**  
**LAFCO of Napa County**

1700 Second Street, Suite 268  
Napa, California 94559  
Telephone: (707) 259-8645  
Facsimile: (707) 251-1053  
<http://napa.lafco.ca.gov>

**Agenda Item No. 7c**  
**November 3, 2008**

October 24, 2008

**TO:** Local Agency Formation Commission

**FROM:** Keene Simonds, Executive Officer  
Brendon Freeman, Analyst

**SUBJECT: Authorization to Negotiate a Professional Services Agreement for Website Design and Development (Action)**

The Commission will consider authorizing the Executive Officer to negotiate a professional services agreement with Planeteria for website design and development in an amount not-to-exceed \$28,350.

---

The Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 requires Local Agency Formation Commissions (LAFCOs) to establish and maintain websites. Government Code Section 56300 specifies LAFCO websites must provide notices of meetings and hearings as well as other pertinent information for public review.

**A. Discussion**

LAFCO of Napa County (“Commission”) has operated its own website since 2002. The website was designed and is managed by staff using Adobe GoLive. This software program is becoming increasingly outdated and contributes to a modest website with basic layout and navigation features. This software program also relies on antiquated code entries for editing, which makes training new employees difficult and time consuming.

At the June 4, 2008 meeting, the Commission adopted a final budget for 2008-2009. The final budget includes the allocation of \$30,000 to fund the design and development of a new website. The Commission directed staff to prepare and circulate a request for proposal (RFP) and return with a recommendation to approve a contact with a qualified consultant with respect to designing and developing a new website.

On August 27, 2008, staff circulated an RFP to design and develop a new website to several local and national consulting firms. Staff also posted the RFP on the current website. A total of seven responses were received by the October 1, 2008 deadline. Staff reviewed each response and narrowed the list down to four finalists: CivicPlus; Planeteria; Vision Internet; and Visual Perspectives Internet.

---

Jack Gingles, Commissioner  
Mayor, City of Calistoga

Brad Wagenknecht, Chair  
County of Napa Supervisor, 1st District

Brian J. Kelly, Vice Chair  
Representative of the General Public

Juliana Inman, Commissioner  
Councilmember, City of Napa

Bill Dodd, Commissioner  
County of Napa Supervisor, 4th District

Gregory Rodeno, Alternate Commissioner  
Representative of the General Public

Cindy Coffey, Alternate Commissioner  
Councilmember, City of American Canyon

Mark Luce, Alternate Commissioner  
County of Napa Supervisor, 2nd District

Keene Simonds  
Executive Officer

On October 15, 2008, staff interviewed and ranked the four finalists based on the selection factors outlined in the RFP. These factors were weighted and include cost, experience, design approach, content management system, and disability compliance. During the interviews, it became apparent cost adjustments were needed for three of the four finalists' proposals given they did not budget all of the modules outlined in the RFP and or provide on-site training. These adjustments resulted in a cost range from \$28,350 to \$39,888.

## **B. Analysis**

Based on the factors outlined in the preceding section, staff has selected Planeteria as the most qualified firm to design and develop the Commission's new website. Planeteria's proposal represents the lowest cost among the four finalists at \$28,350 and includes a custom content management system to allow staff to easily manage and update the website without any technical expertise. Planeteria's proposal also includes designing interactive tools not available through the current website, such as a site search, e-notifications, and online forms. Additionally, Planeteria offers a reasonably priced supplemental hosting and maintenance agreement that would allow the Commission to consolidate all of its website related service needs with one vendor. Staff will return to the Commission to discuss the merits of entering into a supplemental agreement for hosting and maintenance services with Planeteria at a future meeting.

## **C. Recommendation**

Staff recommends the Commission take the following actions:

- 1) Authorize the Executive Officer to negotiate a contract with Planeteria to design and develop a new website consistent with its submitted written proposal and for an amount not to exceed \$28,350; and
- 2) Authorize the Chair to execute the contract upon Commission Counsel approval.

Respectfully submitted,



---

Keene Simonds  
Executive Officer



---

Brendon Freeman  
Analyst

### Attachments:

- 1) Request for Proposal, dated August 27, 2008
- 2) Proposal from Planeteria, dated September 24, 2008 (Commissioners Only)
- 3) Proposal from CivicPlus, dated October 1, 2008 (Commissioners Only)
- 4) Proposal from Vision Internet, dated October 1, 2008 (Commissioners Only)
- 5) Proposal from Visual Perspectives Internet, dated September 28, 2008 (Commissioners Only)

## **LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY**

### **REQUEST FOR PROPOSAL (RFP) WEBSITE DESIGN AND DEVELOPMENT**

RFP Circulation Date:  
Wednesday, August 27, 2008

Proposal Submission Deadline:  
Wednesday, October 1, 2008

**LAFCO of Napa County**  
1700 Second Street, Suite 268  
Napa, California 94559  
<http://napa.lafco.ca.gov>

*Committed to serving the citizens and government agencies of its jurisdiction by encouraging the preservation of agricultural lands and open-space and coordinating the efficient delivery of municipal services.*

Brad Wagenknecht, Chair, County Member  
Brian J. Kelly, Vice-Chair, Public Member  
Bill Dodd, Commissioner, County Member  
Jack Gingles, Commissioner, City Member  
Juliana Inman, Commissioner, City Member  
Cindy Coffey, Alternate Commissioner, City Member  
Mark Luce, Alternate Commissioner, County Member  
Gregory Rodeno, Alternate Commissioner, Public Member

Keene Simonds, Executive Officer  
Jacqueline Gong, Commission Counsel  
Brendon Freeman, Analyst  
Kathy Mabry, Commission Secretary



**This page has been left intentionally blank**

## TABLE OF CONTENTS

<b>Section</b>	<b>Page Number</b>
<b>I. Proposal Objective.....</b>	<b>5</b>
<b>II. Proposal Timeline.....</b>	<b>5</b>
<b>III. Agency Profile.....</b>	<b>5</b>
<b>IV. Audience.....</b>	<b>6</b>
<b>V. Website Design and Development Goals.....</b>	<b>6</b>
<b>VI. Website Content .....</b>	<b>6</b>
<b>VII. Proposal Format and Content.....</b>	<b>7</b>
<b>VIII. Evaluation and Selection.....</b>	<b>9</b>
<b>IX. Other Proposal Information.....</b>	<b>10</b>
<b>Attachment: Sample Professional Services Agreement</b>	<b>A</b>

**This page has been left intentionally blank**

## **I. PROPOSAL OBJECTIVE**

The Local Agency Formation Commission (LAFCO) of Napa County is seeking proposals from qualified consultants to design and develop a new agency website, hereinafter referred to as the “project.” LAFCO’s current website is outdated and requires significant redesign to more effectively communicate information to the public. The underlying objective of this project is to provide the public clear and easy access to information using an attractive and professional layout that incorporates interactive tools, such as a site search, on-line forms, and e-notices. This project will involve utilizing posted information on the existing website as well as the implementation of new information, products, and features as suggested by LAFCO and the selected consultant.

## **II. PROPOSAL TIMELINE**

Proposals must be submitted in writing to the LAFCO office no later than 5:00 p.m. pacific standard time (PST) on Wednesday, October 1, 2008. Proposals received after this date will not be considered. No changes or adjustments to the deadline shall be made without a written amendment to this RFP signed by the Executive Officer and circulated to all consultants. Please provide three bounded and one unbounded copy of the proposal. Facsimile and e-mail proposals are not acceptable.

The anticipated timeline for the project is as follows:

September 17, 2008:	Deadline for Consultants to Submit Questions
September 24, 2008:	LAFCO Deadline to Respond to Questions
October, 1, 2008:	Deadline for Consultants to Submit Proposals
October 15, 2008:	Interviews with Finalists
November 3, 2008:	Contract Awarded by the Commission
February 2, 2009:	Website Launched

LAFCO reserves the right to adjust this timeline as it deems necessary. Notification of adjustments to the timeline shall be provided to all respondents.

## **III. AGENCY PROFILE**

LAFCO is a subdivision of the State of California with regulatory and planning responsibilities to coordinate the logical and timely formation and development of local governmental agencies and services. This includes managing boundary lines by approving or disapproving proposals involving the formation, expansion, or dissolution of cities and special districts. LAFCO also conducts studies to evaluate the level and range of local governmental services in anticipation with establishing and updating spheres of influence for each city and special district. Markedly, LAFCO uses a sphere of influence to designate the territory it believes represents the affected agency’s appropriate future service area. All boundary changes, such as annexations, must be consistent with the affected agencies’ spheres of influence.

The composition of LAFCOs varies from county to county. LAFCO of Napa County is composed of two members from the Board of Supervisors, two members from city councils, and one member of the general public. Additionally, for each category represented on LAFCO, there is an alternate member. LAFCO is staffed by two full-time and one part-time employee with an annual operating budget of approximately \$550,000.

#### **IV. AUDIENCE**

LAFCO's audience has traditionally been confined to a relatively small group of local government agencies and property owners proposing boundary changes to facilitate a planned development or extension of municipal services. Over the last several years, however, LAFCO has experienced a measurable expansion in its audience due to the public's increasing interest in local growth and development issues.

#### **V. WEBSITE DESIGN AND DEVELOPMENT GOALS**

The design and development of LAFCO's new website should achieve the following goals:

- Attractive and Professional Design
- User-Friendly Functionality
- Consistent Page Layouts
- Interactivity
- Quick Loading Graphics
- Printer Friendly Pages
- Easy-to-Use Content Management System
- Consistent with Americans with Disabilities Act Standards

#### **VI. WEBSITE CONTENT**

LAFCO's new website should incorporate the following content:

- **Opening Page**
  - a) General Information
    - Mission Statement
    - About LAFCO
    - Office Location and Hours
  - b) Announcements/Public Notices
  - c) Quick-Link to On-Line Comment Form
- **Meetings Page**
  - a) Meetings Calendar
  - b) Agenda and Minute Indices
    - Links to Staff Reports
  - c) Audio and Video Recording Indices
  - d) On-Line Form to Receive E-Mail Notices

- **Studies Page**
  - a) Municipal Service Reviews
  - b) Sphere of Influence Updates
  - c) Other Studies
  
- **Policies, Forms and Procedures Page**
  - a) Adopted Policies
  - b) Application Forms
  - c) Proposal Procedures
    - Flow Charts
  - d) Adopted Fee Schedule
  - e) State Board of Equalization Requirements
  - f) Campaign Disclosure Information
  
- **Commissioners and Staff Page**
  - a) Current Commissioner Roster
  - b) Current Staff Roster
  
- **Napa County at a Glance**
  - a) Information Regarding Local Agencies
  - b) Growth and Development Trends
  
- **Common Questions Page**
  - a) Listing and Answering Frequently Asked Questions
    - Links to Appropriate Documents
  
- **Information in Spanish Page**
  - a) Summarizing Key Information in Spanish
  
- **Additional Resources Page**
  - a) Outside Publications
  - b) Outside Links

## **VII. PROPOSAL FORMAT AND CONTENT**

All proposals must be accompanied by a cover letter. The letter must identify the complete name of the consulting firm submitting the proposal along with its federal identification number. The letter must summarize the proposal in terms of scope of work, schedule, and cost. The letter must specify the proposal remains valid for at least 90 days following the proposal submission deadline. The letter must state whether a possible conflict of interest exists and, if so, the nature of the conflict. The letter must also include a statement acknowledging the consultant has reviewed and accepted LAFCO's sample professional services agreement (Attachment A) with or without qualifications. If qualifications are involved, those items requiring adjustments or modifications must be identified along with suggested changes. If no qualifications are noted, LAFCO will assume the consultant is capable of performing all normal managerial tasks and services without reservations or qualifications to the agreement.

As for the actual proposal, it should address the content sections presented below in narrative format. Information should be as concise as possible. Any supporting material included with the proposal should be directly related to one of the content sections.

- **Firm Description and Summary of Qualifications**  
Provide a description of the firm, including type of business (i.e., individual, corporation, etc.), years in business, and office location(s). Summarize the firm's qualifications to design and develop a new website for LAFCO.
- **Project Team**  
Identify the key staff members that would be assigned to the project. Briefly describe each member's responsibility and relevant work experience as it relates to the project. Attach resumes. Identify whether any sub-consultants will be used for the project and provide background information as appropriate.
- **Related Work Experience and References**  
Provide a summary of the firm's previous work experience in designing and developing websites. Identify no less than three (3) examples of websites the firm has designed. Provide a list of at least two (2) client references. References of local governmental agencies are preferred. The reference list must include the client name, location, website address, and contact person with phone number.
- **Scope of Work**  
Propose a scope of work to complete the project. Identify key tasks. List all software applications to be used in the design and development of the website.
- **Project Implementation and Training**  
Describe how the website will be implemented and level and type of training provided to LAFCO to perform updates. Identify the software and equipment needed to maintain and update the website along with any other pertinent technical information and or requirements.
- **Project Schedule**  
Estimate a reasonable time schedule to complete the project.
- **Project Cost**  
Identify the total cost to complete the project as well as detailed line-item costs for specific tasks or phases. All hourly rates, fees, and reimbursable costs must be clearly stated. Identify billing preferences.
- **Optional Services and Costs**  
Describe optional services and costs as it relates to hosting (if available) and ongoing maintenance for the website. Hosting and on-going maintenance may be considered as part of a separate contract.

## VIII. EVALUATION AND SELECTION

The Executive Officer and selected officials will review all proposals submitted to LAFCO. After proposals have been received and reviewed, the highest ranked consultants will be invited to interview in person or by phone at no cost to LAFCO to discuss the project on Wednesday, October 15, 2008. Failure to participate in the interview on this date may result in a proposal being found non-responsive and given no further consideration. The evaluation will be based on the factors enumerated below. No one factor shall be determinative.

- Demonstrated competence and professional qualifications necessary for successfully completing the project.
- Recent experience in successfully designing and developing websites.
- Background and experience of the specific individuals assigned to the project.
- Experience in making a website interactive, user-friendly, informative, and attractive to the user.
- Experience in content management website construction.
- Demonstrated creativity in governmental website development.
- Approach in addressing ADA standards for local government websites.
- Completeness of responses to specific requirements of the solicitation.
- Proposed scope of work to complete the project.
- Costs.
- References.

A negotiated contract will be awarded to the consultant that best meets the proposed needs of LAFCO at a reasonable price based on the evaluation criteria listed above. Although cost is a factor, LAFCO is under no obligation to award the project to the consultant offering the lowest price.

## IX. OTHER PROPOSAL INFORMATION

The following information applies to this RFP:

- **Questions**

All questions or concerns regarding this RFP must be received no later than 5:00 p.m. PST on Wednesday, September, 17, 2008. Responses to submitted questions will be prepared by LAFCO staff and sent to all consultants no later than 5:00 p.m. PST on Wednesday, September 24, 2008. All questions regarding this RFP should be e-mailed or faxed to LAFCO's Executive Officer Keene Simonds at [ksimonds@napa.lafco.ca.gov](mailto:ksimonds@napa.lafco.ca.gov) or (707) 251-1053.
- **Agreement**

The selected consultant's proposal will become part of the agreement. Price quotations and other time dependent information contained in any proposal shall remain firm for a minimum of 90 days from the proposal submission deadline.
- **Property of LAFCO**

All proposals received will become the property of LAFCO and will not be returned. LAFCO reserves the right to copy the materials for evaluation purposes.
- **Acknowledgement of Amendments**

Each consultant receiving a copy of this RFP shall acknowledge receipt of any amendment by signing and returning the amendments with their completed proposal.
- **Change in Website Design and Development Goals**

LAFCO reserves the right to materially change the website design and development goals. Such changes may include additions, deletions, or other revisions. No changes or adjustments shall be made without a written amendment to this RFP signed by the Executive Officer.
- **Collusion Among Respondents**

Each consultant, by submitting a proposal, certifies that it is not party to any collusive action relating to this RFP.
- **Exceptions**

A consultant taking exception to any part of this RFP shall indicate such exceptions in a separate section of their submitted proposal. Failure to indicate any exception will be interpreted as the consultant's intent to comply fully with the requirements of this RFP as written.
- **Expenses Incurred**

There is no expressed or implied obligation for LAFCO to reimburse consultants for any expenses associated with this RFP.

- **Late Submissions**  
Any proposal received after 5:00 p.m. PST on Wednesday, October 1, 2008 will not be considered.
  
- **Nonconforming Terms and Conditions**  
Any proposal that includes terms and conditions that do not conform to this RFP is subject to rejection as non-responsive. LAFCO reserves the right to waive any informalities or minor irregularities in connection with proposals received. LAFCO reserves the right to permit a consultant to withdraw non-conforming terms and conditions from their proposal prior to the Commission taking action.
  
- **Withdrawal of Proposal**  
Consultants may withdraw all or portions of their proposal up to the ratification of a contract between LAFCO and the selected firm.
  
- **Withdrawal of RFP**  
LAFCO retains the right to withdraw, modify, or amend this RFP at anytime.

**AGREEMENT NO.** \_\_\_\_\_

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Local Agency Formation Commission of Napa LAFCO, a political subdivision of the State of California, hereinafter referred to as "LAFCO", and \_\_\_\_\_ **[TYPE IN LEGAL NAME OF CONTRACTOR; IF THE CONTRACTOR USES A FICTITIOUS BUSINESS NAME AS WELL, ADD "doing business as \_\_\_\_\_"; IF THE CONTRACTOR IS A CORPORATION, ADD THE STATE OF INCORPORATION BY SAYING, "a \_\_\_\_\_ corporation"]**, whose mailing [or business] address is \_\_\_\_\_, hereinafter referred to as "CONTRACTOR";

**RECITALS**

**WHEREAS**, LAFCO wishes to obtain specialized services, as authorized by \_\_\_\_\_, in order to \_\_\_\_\_; and

**WHEREAS**, CONTRACTOR is willing to provide such specialized services to LAFCO under the terms and conditions set forth herein;

**TERMS**

**NOW, THEREFORE**, LAFCO hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve LAFCO in accordance with the terms and conditions set forth herein:

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on \_\_\_\_\_, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to LAFCO shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention). **[IF THE TERM NEEDS TO ROLLOVER, ADD THE FOLLOWING]** The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. Such notice of nonrenewal may be given on behalf of LAFCO by the Napa LAFCO Executive Officer or designee thereof. For purposes of this Agreement, "fiscal year" shall mean

## SAMPLE PROFESSIONAL SERVICES AGREEMENT

the period commencing on July 1 and ending on June 30.

2. **Scope of Services.** CONTRACTOR shall provide LAFCO those services set forth in Exhibit "A", attached hereto and incorporated by reference herein.

3. **Compensation.**

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, LAFCO shall pay CONTRACTOR at the [rate of \_\_\_\_\_] **[OR, IF THERE IS MORE THAN A SINGLE RATE, USE THE FOLLOWING]** [at the rates set forth in Exhibit "B", attached hereto and incorporated by reference herein].

(b) Expenses. No travel or other expenses will be reimbursed by LAFCO. **[OR, USE THIS ALTERNATE LANGUAGE]** Travel and other expenses will be reimbursed by LAFCO upon submission of an invoice in accordance with Paragraph 4 at the rates and/or in accordance with the policy(s) set forth in Exhibit "B".

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement **[ADD "per fiscal year" IF PARAGRAPH 1 HAS AN AUTOMATIC ROLLOVER]** shall be a total of \_\_\_\_\_ (\$\_\_\_\_\_) for professional services and \_\_\_\_\_ (\$\_\_\_\_\_) for expenses; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and expenses actually incurred. **[DELETE THE TWO REFERENCES TO EXPENSES IF (b) SAYS NO EXPENSES WILL BE REIMBURSED]**

4. **Method of Payment.**

(a) Invoices. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to LAFCO of an itemized billing invoice in a form acceptable to the LAFCO Executive Director which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. Requests for reimbursement shall also describe the nature and cost of the expense and the date incurred. CONTRACTOR shall submit invoices not more often than \_\_\_\_\_ to the

\_\_\_\_\_ **[INSERT POSITION TITLE]** who, after review and approval as to form and content, shall submit the invoice to the Napa County Auditor no later than fifteen (15) calendar days following receipt. **[DELETE ALL SENTENCES AND PHRASES IN THIS SUBPARAGRAPH WHICH REFER TO EXPENSES IF PARAGRAPH 3(b) DOES NOT PROVIDE FOR EXPENSE REIMBURSEMENT]**

(b) Legal status. So that LAFCO may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided to the **[INSERT POSITION TITLE]** upon request in a form satisfactory to the LAFCO Executive Director. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by

**SAMPLE PROFESSIONAL SERVICES AGREEMENT**

CONTRACTOR within the State of California.

5. **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, LAFCO employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that LAFCO may monitor the work performed by CONTRACTOR. LAFCO shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

6. **Specific Performance.** It is agreed that CONTRACTOR, including the agents or employees of CONTRACTOR, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONTRACTOR under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, LAFCO, in addition to any other rights or remedies which LAFCO may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONTRACTOR.

7. **Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation insurance. To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide LAFCO with certification of all such coverages upon request by LAFCO's Risk Manager.

(b) Liability insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better or equivalent self-insurance:

1. General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

**[COMMENT: IF THIS IS A CONSTRUCTION CONTRACT, THE AGGREGATE LIMIT SHALL BE NO LESS THAN FIVE MILLION DOLLARS OR, IF CRANES ARE INVOLVED, NO LESS THAN TEN MILLION DOLLARS. CHECK WITH THE**

## SAMPLE PROFESSIONAL SERVICES AGREEMENT

**LAFCO'S RISK MANAGER FOR THE CORRECT AGGREGATE AMOUNT, BEFORE LETTING BIDS BECAUSE THE AMOUNTS MUST BE STATED IN THE BID SOLICITATION, NOT JUST IN THE EVENTUAL CONTRACT DOCUMENT]**

2. Professional Liability/Errors and Omissions. Professional liability [or errors and omissions] insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per claim. **[NOTE: CONTACT LAFCO'S RISK MANAGER ABOUT WHETHER THIS TYPE AND AMOUNT OF INSURANCE IS RELEVANT TO THE SERVICES BEING PROVIDED. IF IT IS NOT, DELETE THE TEXT OF THIS SUBPARAGRAPH (2) AND ADD "[RESERVED]" NEXT TO THE NUMBER AND SUBHEADING. PROFESSIONAL LIABILITY INSURANCE IS GENERALLY ONLY REQUIRED WHERE CONTRACTOR PROVIDES LICENSED PROFESSIONAL SERVICES, WHEREAS ERRORS AND OMISSIONS INSURANCE MAY BE REQUIRED FOR CLAIMS ADJUSTMENT SERVICES AND CERTAIN OTHER SPECIALTIES.]**

3. Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than THREE HUNDRED THOUSAND DOLLARS (\$300,000) combined single limit per occurrence.

(c) Certificates. All insurance coverages referenced in 7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of LAFCO's Risk Manager, demonstrated by other evidence of coverage acceptable to LAFCO's Risk Manager, which shall be filed by CONTRACTOR with the **[INSERT NAME OF LAFCO DEPARTMENT MANAGING THE AGREEMENT]** prior to commencement of performance of any of CONTRACTOR's duties; shall reference this Agreement by its LAFCO number or title and department; shall be kept current during the term of this Agreement; shall provide that LAFCO shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability. For the commercial general liability insurance coverage referenced in 7(b)(1) and, where the vehicles are covered by a commercial policy rather than a personal policy, for the comprehensive automobile liability insurance coverage referenced in 7(b)(3) CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming LAFCO, its officers, employees, agents and volunteers as additional insureds and waiving subrogation, and the certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement then the limits in the applicable certificate relating to the additional insured coverage of LAFCO shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to LAFCO with respect to any insurance or self-insurance programs maintained by LAFCO. The additional insured endorsements for the general liability coverage shall use Insurance Services

## SAMPLE PROFESSIONAL SERVICES AGREEMENT

Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94. Upon request by LAFCO's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, LAFCO's Risk Manager, which approval shall not be denied unless the LAFCO's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by LAFCO's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects LAFCO, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

### 8. **Hold Harmless/Defense/Indemnification.**

(a) In General. To the full extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify LAFCO and the officers, agents, employees and volunteers of LAFCO from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, including any patent or copyright infringements, but excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of LAFCO or its officers, agents, employees, volunteers, or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Employee Character and Fitness. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR shall hold LAFCO and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

9. **Termination for Cause.** If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within \_\_\_\_\_ ( ) days of receipt of written notice from the other party

## SAMPLE PROFESSIONAL SERVICES AGREEMENT

describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving \_\_\_\_\_ (\_\_) days prior written notice to the defaulting party in the manner set forth in Paragraph 13 (Notices). LAFCO hereby authorizes the LAFCO Executive Officer to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of LAFCO for cause.

**[NOTE: THE TOTAL OF THE TIME PERIODS IN PARAGRAPH 9 MUST BE SHORTER THAN THE TIME PERIOD IN PARAGRAPH 10 OR ELSE THE TEXT IN PARAGRAPH 9 SHOULD BE DELETED AND “[reserved]” INSERTED AFTER THE HEADING. FOR INSTANCE, IN PARAGRAPH 9, 10 DAYS TO CURE PLUS 5 DAYS NOTICE OF DEFAULT IS TYPICAL; IN PARAGRAPH 10, 30 DAYS IS USUAL, BUT THE PERIOD MAY NEGOTIATED TO BE LONGER IF, FOR EXAMPLE, CONTRACTOR HAS HAD TO HIRE SPECIFIC STAFF FOR THE PROJECT AND NEEDS TIME FOR LAYOFF OR REASSIGNMENT PROCEDURES]**

10. **Other Termination.** This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least \_\_\_\_\_ days prior to the effective date, as long as the date the notice is given and the effective date of the termination are in the same fiscal year; provided, however, that no such termination may be effected by LAFCO unless an opportunity for consultation is provided prior to the effective date of the termination. LAFCO hereby authorizes the LAFCO Executive Officer to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of LAFCO for the convenience of LAFCO.

11. **Disposition of, Title to and Payment for Work upon Expiration or Termination.**

(a) Upon expiration or termination of this Agreement, all finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of LAFCO, the property of and shall be promptly returned to LAFCO, although CONTRACTOR may retain a copy of such work for its personal records only. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a “work made for hire” for purposes of copyright or patent law and only LAFCO shall be entitled to claim or apply for the copyright or patent thereof. **[ADD THE FOLLOWING LANGUAGE ONLY IF THE SERVICES INVOLVE DEVELOPMENT OF PREVIOUSLY PATENTED INVENTIONS OR PREVIOUSLY COPYRIGHTED SOFTWARE]** Notwithstanding the foregoing, upon expiration or termination of this Agreement, title to, ownership of, and all applicable patents, copyrights and trade secrets in the products developed or improved under this Agreement, shall remain with CONTRACTOR or any other person or entity if such person previously owned or held such patents, copyrights, and trade secrets, and such persons shall retain complete rights to market such product; provided, however, that LAFCO shall receive, at no additional cost, a perpetual license to use such products for its own use or the use of any consortium or joint powers agency to which LAFCO is a party. If the product involves a source code, CONTRACTOR shall either provide a copy of the source code to LAFCO or shall place the source code in an escrow account, at CONTRACTOR's expense, from which the source code may be withdrawn and used by LAFCO for the sole purpose of maintaining and updating the system dependent upon such

**SAMPLE PROFESSIONAL SERVICES AGREEMENT**

code when such use is necessary to prevent loss of service to LAFCO.

(b) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to receipt of the notice of termination or commenced prior to receipt of the notice and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to LAFCO for damages sustained by LAFCO by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or was otherwise terminated, and LAFCO may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to LAFCO from CONTRACTOR is determined.

12. **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

13. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

LAFCO

CONTRACTOR

[Name]

[Name]

[Address]

[Address]

14. **Reserved.**

15. **Confidentiality.** Confidential information is defined as all information disclosed to CONTRACTOR which relates to LAFCO's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive, if any, in trust and confidence, except with the prior written approval of LAFCO, expressed through its \_\_\_\_\_ **[INSERT POSITION TITLE]**. Upon cancellation or expiration of this Agreement, CONTRACTOR shall return to LAFCO all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by LAFCO.

16. **No Assignments or Subcontracts.**

(a) **In general.** A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of LAFCO, which shall not be unreasonably withheld. The inability of the

## SAMPLE PROFESSIONAL SERVICES AGREEMENT

assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for LAFCO to withhold its consent to assignment. For purposes of this subparagraph, the consent of LAFCO may be given by the \_\_\_\_\_ **[INSERT POSITION TITLE]**.

(b) **Effect of Change in Status.** If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

17. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. In particular, only LAFCO, through its Commission in the form of an amendment of this Agreement, may authorize extra and/or changed work if beyond the scope of services prescribed by Exhibit "A". Failure of CONTRACTOR to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

18. **Interpretation; Venue.**

(a) **Interpretation.** The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) **Venue.** This Agreement is made in Napa LAFCO, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, LAFCO of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa LAFCO, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

19. **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) **Non-Discrimination.** During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), or political affiliation or belief nor shall they discriminate unlawfully against any employee or applicant for

## SAMPLE PROFESSIONAL SERVICES AGREEMENT

employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), use of family care leave or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of LAFCO by the State of California pursuant to agreement between LAFCO and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to LAFCO for inspection.

(c) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph in all such subcontracts as obligations of the subcontractor.

20. **Taxes.** CONTRACTOR agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold LAFCO harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that LAFCO is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish LAFCO with proof of payment of taxes or withholdings on those earnings.

21. **Access to Records/Retention.** LAFCO, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the

## SAMPLE PROFESSIONAL SERVICES AGREEMENT

subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records for at least seven (7) years after LAFCO makes final payment for any of the work authorized hereunder and all pending matters are closed, whichever is later.

22. **Authority to Contract.** CONTRACTOR and LAFCO each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

23. **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to LAFCO and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as LAFCO may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of LAFCO relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, LAFCO may terminate this Agreement immediately upon giving written notice without further obligation by LAFCO to CONTRACTOR under this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that LAFCO has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa LAFCO Assessor-Clerk Recorder "assuming office", "annual", and "leaving office" Statements of Economic Interest as a "consultant", as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless it has been determined in writing that CONTRACTOR, although holding a "designated" position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation.

By authorizing its Chair to execute this Agreement on its behalf, LAFCO's Commission hereby determines in writing on behalf of LAFCO that CONTRACTOR has been hired to perform a range of duties so limited in scope as to not be required to comply with such disclosure obligation.

24. **Non-Solicitation of Employees.** Each party agrees not to solicit for employment the employees of the other party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of six (6) months after termination of this Agreement except with the written permission of the other party, except that nothing in this Paragraph shall preclude either party from publishing or otherwise distributing applications and information regarding that party's job openings where such publication or distribution is directed to the public generally.

25. **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

**SAMPLE PROFESSIONAL SERVICES AGREEMENT**

26. **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

27. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

28. **Entirety of Contract.** This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

29. **Year 2000 Warranties and Assurances.**

**[USE THIS PARAGRAPH ONLY IF THE CONTRACTOR WILL BE WORKING ON, SUPPLYING OR RECOMMENDING ACQUISITION OF ANY SOFTWARE SYSTEMS OR EQUIPMENT CONTAINING OR SUSPECTED OF CONTAINING CLOCKS OR EMBEDDED CHIPS FUNCTIONING AS OR DEPENDENT UPON THE USE OF CLOCKS OR CALENDARS.]**

(a) CONTRACTOR warrants and represents to LAFCO that any property (including any software, firmware, hardware, equipment and systems, hereinafter referred to collectively as Systems) which is developed, purchased and/or installed based upon CONTRACTOR's recommendation, or programmed by or under the direction and control of CONTRACTOR or its officers, agents, or employees as part of the provision of the services required of CONTRACTOR under this Agreement shall be Year 2000 compliant in that:

- the Systems shall be designed to be used prior to, during, and after the calendar year 2000 A.D.
- the Systems shall operate consistently, predictably and accurately, without interruption or manual intervention, and in accordance with all requirements of this Agreement, including without limitation all specification and/or functionality and performance requirements, during each such time period, and transitions between them, in relation to dates the Systems encounter or process
- all date recognition and processing by the Systems shall include the four-digit-year format and shall correctly recognize and process the date of February 29, and any related data, during any Leap Years;
- all date sorting by the Systems that includes a "year category" shall be done based on the four-digit-year format
- to the extent that the Systems will accept data from other systems and sources that are not Year 2000 compliant, the Systems shall properly recognize, calculate, sort, store, output and otherwise process such data in a manner that eliminates any

## SAMPLE PROFESSIONAL SERVICES AGREEMENT

century ambiguity so that the Systems remain Year 2000 compliant.

(b) CONTRACTOR hereby expressly agrees that upon notification in writing by LAFCO of the failure of the Systems or any portion thereof to comply with the requirements set forth in (a) of this Paragraph, CONTRACTOR shall, with 60 days and at no cost to LAFCO, replace or correct the non-complying Systems or portion thereof with software, firmware, hardware, equipment or systems that comply with such requirements as well as with all other requirements of this Agreement.

(c) The warranties set forth in this Paragraph shall not be subject to any disclaimer or exclusion of warranties or to any limitation of CONTRACTOR's liability under any other provision of this Agreement; provided, however, that these warranties shall not apply if the licensing rights of third parties in the Systems prohibit LAFCO or CONTRACTOR from reprogramming the Systems in such a manner as to correct any identified Year 2000 compliance problems and if CONTRACTOR, upon detection of a Year 2000 non-compliance problem notifies LAFCO of such prohibition immediately following detection.

**IN WITNESS WHEREOF**, this Agreement was executed by the parties hereto as of the

**SAMPLE PROFESSIONAL SERVICES AGREEMENT**

date first above written.

**TYPE IN LEGAL NAME OF CONTRACTOR; IF THE CONTRACTOR USES A FICTITIOUS BUSINESS NAME AS WELL, ADD "doing business as \_\_\_\_\_" FOLLOWED BY THE FICTITIOUS BUSINESS NAME]**

By \_\_\_\_\_  
[NAME] , [Title]

**[IF CONTRACTOR IS A CORPORATION, EITHER ADD A SECOND SIGNATURE LINE AND MAKE SURE THAT ONE SIGNATURE IS BY THE CORPORATION'S PRESIDENT, VICE-PRESIDENT OR CHAIRMAN AND THE OTHER IS BY THE SECRETARY, TREASURER OR CHIEF FINANCIAL OFFICER OR OBTAIN AUTHORIZATION FROM THE CORPORATION FOR A SINGLE PERSON OR POSITION TO SIGN THE CORPORATION'S CONTRACTS]**

By \_\_\_\_\_  
[NAME] , [Title]

"CONTRACTOR"

Local Agency Formation Commission of Napa County, a political subdivision of the State of California

By \_\_\_\_\_  
 , Commission Chair

"LAFCO"

ATTEST: Clerk of LAFCO

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

**APPROVED AS TO FORM**  
Commission Counsel  
By: \_\_\_\_\_  
Date: \_\_\_\_\_

**APPROVED BY LAFCO**  
Date: \_\_\_\_\_  
Processed by: \_\_\_\_\_  
Clerk of LAFCO



**Local Agency Formation Commission**  
**LAFCO of Napa County**

1700 Second Street, Suite 268  
Napa, California 94559  
Telephone: (707) 259-8645  
Facsimile: (707) 251-1053  
<http://napa.lafco.ca.gov>

**November 3, 2008**  
**Agenda Item No. 8a**

October 27, 2008

**TO:** Local Agency Formation Commission

**FROM:** Keene Simonds, Executive Officer

**SUBJECT: Current and Future Proposals (Discussion)**

The Commission will receive a report regarding current and future proposals. The report is being presented for Commission review and discussion.

The Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 delegates Local Agency Formation Commissions (LAFCOs) with regulatory and planning duties to coordinate the logical formation and development of cities and special districts. This includes approving proposed jurisdictional boundary changes and requests to provide new or extended extraterritorial services. LAFCOs are also responsible for establishing, updating, and modifying cities and special districts' spheres of influence.

**A. Discussion**

There are currently five active proposals on file with LAFCO of Napa County ("Commission"). A summary of these active proposals follows.

**Linda Vista Avenue/Trojan Road No. 4 Annexation to Napa Sanitation District**

This application has been submitted by the O'Doul Group, LLC. The applicant proposes the annexation of two incorporated parcels in the City of Napa totaling 1.64 acres to the Napa Sanitation District. The affected parcels are located at 3660 and 3724 Linda Vista Avenue and currently include single-family residences. The purpose of the proposal is to facilitate a 12-lot subdivision that has been tentatively approved by the City.

Status: Staff is awaiting the submittal of an application fee to begin evaluating the proposal for future consideration by the Commission.

**Wilkins Avenue Reorganization (City of Napa/CSA No. 4)**

This application has been submitted by the City of Napa. The City proposes the annexation of an approximate 0.77 acre unincorporated parcel located at 2138 Wilkins Avenue north of its intersection with Imola Avenue. The subject territory includes a single-family residence and is part of an unincorporated island substantially surrounded by the City comprising a total of 219 parcels and 294 registered voters. The purpose of the annexation is to facilitate the future division and development of the subject territory, which could accommodate up to five residences under the City General Plan. The proposal has been classified as a reorganization to account for automatic detachment proceedings involving County Service Area (CSA) No. 4.

Jack Gingles, Commissioner  
Mayor, City of Calistoga

Brad Wagenknecht, Chair  
County of Napa Supervisor, 1st District

Brian J. Kelly, Vice Chair  
Representative of the General Public

Juliana Inman, Commissioner  
Councilmember, City of Napa

Bill Dodd, Commissioner  
County of Napa Supervisor, 4th District

Gregory Rodeno, Alternate Commissioner  
Representative of the General Public

Cindy Coffey, Alternate Commissioner  
Councilmember, City of American Canyon

Mark Luce, Alternate Commissioner  
County of Napa Supervisor, 2nd District

Keene Simonds  
Executive Officer

Status: Staff is currently evaluating the proposal for future consideration by the Commission. This includes evaluating the potential modification of the proposal to eliminate the entire unincorporated island. The applicant must submit a map and geographic description of the subject territory to complete the application process.

**Silverado Trail Reorganization (City of Napa/CSA No. 4)**

This application has been submitted by the City of Napa. The City proposes the annexation of eight unincorporated parcels totaling 28.8 acres and consisting of three non-contiguous areas in the vicinity of Silverado Trail's intersection with Soscol Avenue. One of the three non-contiguous areas includes three parcels totaling 11.6 acres and represents an unincorporated island completely surrounded by the City. The other two non-contiguous areas collectively include five parcels totaling 17.1 acres and are located on different sides of the same unincorporated island completely surrounded by the City. This unincorporated island comprises a total of 19 parcels and 20 registered voters. If the proposal is approved as submitted, this unincorporated island would be split into two unincorporated islands. The purpose of the annexation is to facilitate the future division and development of the subject territory, which could accommodate up to 543 residences under the City General Plan. The proposal has been classified as a reorganization to account for automatic detachment proceedings involving CSA No. 4.

Status: Staff is currently evaluating the proposal for future consideration by the Commission. This includes evaluating the potential modification of the proposal to eliminate both affected unincorporated islands. The applicant must submit a map and geographic description of the subject territory to complete the application process.

**Formation of the Villa Berryessa Water District**

This application has been submitted by Miller-Sorg Group, Inc. The applicant proposes the formation of a new special district under the California Water District Act. The purpose in forming the new special district is to provide public water and sewer services to a planned 100-lot subdivision located along the western shoreline of Lake Berryessa. A tentative subdivision map for the underlying project has already been approved by the County. The County has conditioned recording the final map on the applicants receiving written approval from the United States Bureau of Reclamation to construct an access road and intake across federal lands to receive water supplies from Lake Berryessa. Based on their own review of the project, the Bureau is requesting a governmental agency be responsible for accepting responsibility for the construction and perpetual operation of the water and sewer systems serving the subdivision.

Status: Staff is currently evaluating the proposal for future consideration by the Commission. This includes considering the ability of the proposed special district to enter into an outside service agreement to serve the nearby Putah Creek Resort to increase its revenue stream.

**Montecito Boulevard Sphere of Influence Amendment: City of Napa**

This proposal has been submitted by Shawn and Connie Gutteresen. The applicants are requesting an amendment to the City of Napa's sphere of influence to include their 44 acre unincorporated parcel located near the northeast terminus of Montecito Boulevard. The applicants are currently processing an application with the County of Napa to develop a single-family residence and are seeking a sphere amendment to facilitate an outside water service connection with the City in accordance with Government Code Section 56133.<sup>1</sup> The subject territory is located outside the City's adopted urban growth boundary line and therefore not eligible for annexation under the City General Plan. It is expected the City Council will consider taking action to request Commission approval to provide outside water service to the subject territory in conjunction with the sphere amendment later this month.

Status: Staff will coordinate the review of the sphere amendment with the City's anticipated request to provide outside water service to the subject territory.

Staff is aware of seven proposals that are expected to be submitted to the Commission in the near future. A summary of these future proposals follows.

**North Big Ranch Road Reorganization (City of Napa/CSA No. 4)**

The City of Napa has adopted a resolution of application proposing the annexation of three non-contiguous areas located along the western side of Big Ranch Road. All three non-contiguous areas represent unincorporated islands substantially surrounded by the City. The purpose of the proposal is to facilitate the future division and development of the subject territory. Upon submittal, the proposal will be classified as a reorganization to account for automatic detachment proceedings involving CSA No. 4.

Status: The City Council approved a resolution of application proposing the reorganization on November 18, 2008. The application has not been submitted to the Commission.

**Trancas Crossing Park Reorganization (City of Napa/CSA No. 4)**

The City of Napa has adopted a resolution of application proposing the annexation of one 33 acre unincorporated parcel located near the northern terminus of Old Soscol Avenue. The subject territory is owned by the City and is currently undeveloped. The purpose of the proposal is to facilitate the planned development of the subject territory into a public park. The subject territory is located outside the City's sphere of influence and may necessitate a concurrent sphere amendment. Upon submittal, the proposal will be classified as a reorganization to account for automatic detachment proceedings involving CSA No. 4.

---

<sup>1</sup> This code section states the Commission may approve a city or special district's request to provide new or extended service outside their jurisdictional boundary but within their sphere of influence in anticipation of a subsequent change of organization, such as an annexation. This code section also specifies the Commission may only approve a city or special district's request to provide new or extended service outside their jurisdictional boundary and sphere of influence to address an existing or future threat to the public health or safety.

Status: The City Council approved a resolution of application proposing the reorganization on March 18, 2008. The application has not been submitted to the Commission.

**Silverado Trail/Zinfandel Lane Reorganization (City of St. Helena/CSA No. 4)**

The City of St. Helena is expected to consider adopting a resolution of application to propose the annexation of two unincorporated parcels totaling approximately 100 acres northwest of the intersection of Silverado Trail and Zinfandel Lane. The subject territory is owned and used by the City to discharge treated wastewater from its adjacent sewer plant. The purpose of the annexation is to provide cost-savings to the City by no longer paying property taxes. The subject territory is located outside the City's sphere, but is eligible for annexation under Government Code Section 56742 given it is owned and used by the City for municipal purposes. Upon submittal, the proposal will be classified as a reorganization to account for automatic detachment proceedings involving CSA No. 4.

Status: The City Council is scheduled to consider adopting a resolution of application approved a resolution of application proposing the reorganization on October 28, 2008.

**American Canyon High School and American Canyon Middle School Reorganization (City of American Canyon/American Canyon Fire Protection District/ CSA No.4)**

The Napa Valley Unified School District (NVUSD) has initiated a multi-phased planning process to construct a 2,200-student high school and 530-student middle school to serve the City of American Canyon. The project site is located at the northeast intersection of American Canyon Road and Newell Drive. NVUSD recently approved a final environmental impact report for the project. As part of the proposed project, Commission approval is required to annex the proposed high school site (45 acres) to American Canyon and the American Canyon Fire Protection District. Commission approval is also required to concurrently annex and add the proposed middle school site (17 acres) to both the City and District's sphere of influence. Upon submittal, the proposal would be classified as a reorganization to account for automatic detachment proceedings involving CSA No. 4.

Status: It appears this proposal will be brought to the Commission in phases. The first phase appears to involve NVUSD proposing annexation of the high school site to the District in the next few months. Additional phases of this project will likely be brought to the Commission over the next year.

### **Oat Hill Reorganization**

#### **(City of American Canyon/American Canyon Fire Protection District/CSA No. 4)**

The City of American Canyon has initiated a planning process to develop approximately 364 acres of land comprising 72 parcels located north of Eucalyptus Drive west of its intersection with Highway 29. The proposed project includes the development of 1,300 to 1,600 new residential units along with a mixture of commercial and public uses. Current planning activities completed to date include the preparation of an initial study and notice to prepare a draft environmental impact report. As part of the proposed project, Commission approval is required to annex one of the affected parcels totaling 107 acres into American Canyon and the American Canyon Fire Protection District. Upon submittal, the proposal would be classified as a reorganization to account for automatic detachment proceedings involving CSA No. 4.

Status: The City has placed this project on administrative hold since August 2006.

### **American Canyon Town Center Reorganization**

#### **(City of American Canyon/American Canyon Fire Protection District/CSA No. 4)**

The City of American Canyon has initiated a planning process to develop approximately 100 acres of land comprising three parcels located southeast of the intersection of Highway 29 and South Napa Junction Road. The proposed project includes the development of 600 to 650 new residential units along with a mixture of commercial, retail, and public uses. Current planning activities completed to date include the preparation of a notice of preparation for a draft environmental impact report. As part of the proposed project, Commission approval is required to annex two of the three affected parcels totaling 70 acres into American Canyon. Commission approval is also required to annex one of the three affected parcels totaling 37 acres to the American Canyon Fire Protection District. Upon submittal, the proposal would be classified as a reorganization to account for automatic detachment proceedings involving CSA No. 4.

Status: The City has placed this project on administrative hold since July 2007.

### **Montecito Boulevard Outside Service Agreement with the City of Napa**

The City of Napa is expected to consider requesting Commission approval to provide water service to a 44 acre unincorporated parcel located near the northeast terminus of Montecito Boulevard. The expected request is associated with the above-mentioned sphere of influence amendment submitted by the affected property owners.

Status: It is anticipated the City Council will consider requesting Commission approval to provide new water service to the subject territory later this month.

## **B. Commission Review**

Staff respectfully requests the Commission review and provide any comments or questions with respect to any of the current or future proposals identified in this report.