



Local Agency Formation Commission of Napa County

Subdivision of the State of California

We Manage Government Boundaries, Evaluate Municipal Services, and Protect Agriculture

■ Beth Painter, Chair ■ Belia Ramos, Vice Chair ■ Anne Cottrell ■ Paul Dohring ■ Jeffrey Crosswhite
■ Joelle Gallagher, Alternate ■ Eve Kahn, Alternate ■ David Oro, Alternate

Administrative Office
1754 Second Street, Suite C
Napa, California 94559
Telephone: 707-259-8645
www.napa.lafco.ca.gov

REGULAR MEETING AGENDA

Monday, June 1, 2026, 2:00PM

County of Napa Administration Building

1195 Third Street, Board Chambers, 3rd Floor

Napa, California 94559

1. CALL TO ORDER BY CHAIR; ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. DISCLOSURES UNDER POLITICAL REFORM ACT / LEVINE ACT

4. OATH OF OFFICE FOR NEW COMMISSIONER JEFFREY CROSSWHITE

5. APPROVAL OF AGENDA

The Chair will consider approving the Agenda as prepared by the Executive Officer with any requests to remove or rearrange items by members of the Commission or staff.

6. PUBLIC COMMENTS

The public may address the Commission concerning any matter not on the Agenda. The Commission is prohibited from discussing or taking action on any item not appearing on the posted Agenda.

7. CONSENT ITEMS

Action Items:

- a) [Approval of Meeting Minutes: April 6, 2026 Regular Meeting](#)
- b) [Approval of Contract with Auditors Clifton Larson Allen for Audit Services](#)
- c) [Approval of Legal Services Agreement with Renne Public Law Group](#)
- d) [Approval of Contract Amendment with AP Triton for the Countywide Fire and Emergency Medical Services Municipal Service Review](#)

Receive Report for Information Only:

- e) [Third Quarter Budget Report for Fiscal Year 2025-26](#)
- f) [Work Program Update](#)
- g) [2026 CALAFCO Staff Workshop Summary](#)
- h) [Current and Future Proposals](#)

8. SPECIAL PRESENTATION: CSDA Public Affairs Field Coordinator Colleen Haley

9. PUBLIC HEARING ITEMS

Any member of the public may address the Commission with respect to a scheduled public hearing item.

a) **Final Budget for Fiscal Year 2026-27 and Amendment to the Schedule of Fees and Deposits**

The Commission will consider the following actions: (1) adopt the final budget for fiscal year 2026-27 by resolution; and (2) amend the *Schedule of Fees and Deposits* by resolution.

b) **Sphere of Influence Amendment Involving the Napa Sanitation District and 1089 El Centro Avenue, Proposed El Centro Avenue No. 8 Annexation to the Napa Sanitation District, and Associated CEQA Findings**

LAFCO will consider a sphere of influence amendment request submitted by a landowner along with a concurrent annexation proposal involving the Napa Sanitation District and one unincorporated parcel located at 1089 El Centro Avenue and identified by the County of Napa Assessor's Office as 038-110-050. The annexation is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines sections 15319(b) and 15320.

c) **Paoli Loop/Watson Lane Reorganization Involving Annexation to the City of American Canyon and Detachment from County Service Area No. 4**

LAFCO will consider a proposal from the City of American Canyon to annex approximately 86.9 acres of unincorporated territory to the City and concurrently detach the affected territory from County Service Area No. 4. The Commission will also consider the Paoli/Watson Lane Annexation Project Final Environmental Impact Report and Mitigation Monitoring and Reporting Program prepared and certified by the City of American Canyon, serving as the lead agency for the project under the California Environmental Quality Act.

10. ACTION ITEMS

Items calendared for action do not require a public hearing before consideration by the Commission. Applicants may address the Commission. Any member of the public may provide comments on an item.

a) **Appointment to the Ad Hoc Subcommittee on Municipal Service Reviews and Spheres of Influence**

The Commission will consider making an appointment to fill a vacant seat on the ad hoc subcommittee that was established by the Commission to advise staff on municipal service reviews and spheres of influence.

11. EXECUTIVE OFFICER REPORT

12. COMMISSIONER COMMENTS/REQUESTS FOR FUTURE AGENDA ITEMS

13. CLOSED SESSION:

a) **Public Employee Performance Evaluation (Gov. Code, § 54957.)**

Title: Executive Officer

14. ADJOURNMENT TO NEXT SCHEDULED MEETING

Monday, August 3, 2026, at 2:00 P.M. at the Napa County Board of Supervisors Chambers, located at 1195 Third Street, 3rd floor, Napa, CA 94559.

MEETING INFORMATION

AGENDA ITEMS: The Commission may reschedule items on the Agenda. The Commission will generally hear uncontested matters first, followed by discussions of contested matters, and staff announcements in that order.

CONDUCT OF HEARINGS: A contested matter is usually heard as follows: (1) discussion of the staff report and any related environmental document(s); (2) testimony of proponent; (3) public testimony; (4) rebuttal by proponent; (5) provision of additional clarification by staff as required; (6) close of the public hearing; (7) Commission discussion and Commission vote.

ADDRESSING THE COMMISSION: The Local Agency Formation Commission (LAFCO) of Napa County welcomes and encourages participation in its meetings. Any person who wishes to address the Commission should move to the front of the chambers when an item is called and, when recognized by the Chair, state their name, address, and affiliation. Please attempt to make your statements concise and to the point. It is most helpful if you can cite facts to support your contentions. Groups of people with similar viewpoints should appoint a spokesperson to represent their views to the Commission. The Commission appreciates your cooperation in this matter.

PUBLIC COMMENT TIME LIMITS: The Commission will hear public comment prior to the consideration of any item. (1) A principal proponent will be allowed up to a 5-minute statement; (2) other proponents will be allowed up to a 3-minute statement; (3) opponents are allowed up to a 3-minute statement with the exception of spokespersons for any group who shall be permitted up to 5-minutes; (4) the principal proponent shall have up to a 3-minute rebuttal; (5) staff will provide clarification, as required.

SUBMITTING WRITTEN COMMENTS TO BE READ AT THE MEETING: Any member of the public may submit a written comment to the Commission before the meeting by email to info@napa.lafco.ca.gov or by mail to Napa LAFCO at 1754 Second Street, Suite C, Napa, CA 94559-2450. If you are commenting on a particular item on the Agenda, please identify the Agenda item number and letter. Any comments of 500 words or less (per person, per item) will be read into the record if: (1) the subject line includes “COMMENT TO COMMISSION – PLEASE READ”; and (2) it is received by the Commission prior to the deadline of **Friday, May 29, 2026, at 12:00 P.M.**

SUBMITTING SUPPLEMENTAL WRITTEN COMMENTS: Any member of the public may submit supplemental written comments to the Commission, beyond the 500-word limit for comments read into the record, and those supplemental written comments will be made a part of the written record.

VOTING: A quorum consists of three members of the Commission. No action or recommendation of the Commission is valid unless a majority of the quorum of the Commission concurs therein.

OFF AGENDA ITEMS: Matters under the jurisdiction of the Commission and not on the posted Agenda may be addressed by the public under “Public Comments” on the Agenda. The Commission limits testimony on matters not on the Agenda to 500-words or less for a particular subject. The Commission cannot take action on any unscheduled items.

SPECIAL NEEDS: Meetings are accessible to persons with disabilities. Requests for assistive listening devices or other considerations should be made 72 hours in advance through LAFCO staff at (707) 259-8645 or info@napa.lafco.ca.gov.

POLITICAL REFORM ACT: Pursuant to Government Code Sections 56700.1 and 81000 et seq., any person or combination of persons who directly or indirectly contributes \$1,000 or more or expends \$1,000 or more in support of or in opposition to a change of organization or reorganization that will be, or has been, submitted to LAFCO must comply, to the same extent as provided for local initiative measures, with reporting and disclosure requirements of the California Political Reform Act of 1974. Additional information can be obtained by contacting the Fair Political Practices Commission. Pursuant to Government Code Section 84308, if you wish to participate in the proceedings indicated on this Agenda, you or your agent is prohibited from making a campaign contribution of \$500 or more to any Commissioner or Alternate Commissioner. This prohibition begins on the date you begin to actively support or oppose an application before LAFCO and continues until 12 months after a final decision is rendered by LAFCO. If you or your agent has made a contribution of \$500 or more to any Commissioner or Alternate Commissioner during the 12 months preceding the decision, that Commissioner or Alternate Commissioner must disqualify themselves from the decision in the proceeding. However, disqualification is not required if the Commissioner or Alternate Commissioner returns that campaign contribution within 30 days of learning both about the contribution and the fact that you are a participant in the proceedings.

MEETING MATERIALS: Any writings or documents provided to a majority of the members of the Commission regarding any item on this Agenda after the posting of the Agenda and not otherwise exempt from disclosure will be made available for public review at www.napa.lafco.ca.gov or by contacting LAFCO staff at info@napa.lafco.ca.gov or call the LAFCO office at (707) 259-8645. If supplemental materials are made available to the members of the Commission at the meeting, a copy will be available for public review at www.napa.lafco.ca.gov. Staff reports are available online at <https://napa.lafco.ca.gov/2024-staff-reports> or upon request to LAFCO staff at info@napa.lafco.ca.gov or call the LAFCO office at (707) 259-8645.

VIEWING RECORDING OF MEETING: The Commission's meeting will be recorded. Members of the public may access the meeting and other archived Commission meetings by going to <https://napa.lafco.ca.gov/commission-meetings>. Please allow up to one week for production time. Meetings are also broadcast on Napa TV on the second and fourth Tuesdays of each month at 8pm and second and fourth Wednesdays at 1pm (<http://napavalleytv.org/channel-28>).



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We Manage Local Government Boundaries, Evaluate Municipal Services, and Protect Agriculture

Agenda Item 7a (Consent/Action)

TO: Local Agency Formation Commission

PREPARED BY: Charlie Livingston, Commission Clerk *CL*

MEETING DATE: April 6, 2026

SUBJECT: Approval of Meeting Minutes: April 6, 2026 Regular Meeting

SUMMARY AND RECOMMENDATION

This is a consent item for formal action. Accordingly, if interested, the Commission is invited to pull this item for additional discussion with the concurrence of the Chair.

The Commission will consider approving the draft meeting minutes prepared by staff for the April 6, 2026 regular meeting, included as Attachment 1.

Staff recommends approval of draft meeting minutes.

ATTACHMENT

- 1) Draft Minutes for April 6, 2026 Regular Meeting

Beth Painter, Chair
Councilmember, City of Napa

Paul Dohring, Commissioner
Councilmember, City of St. Helena

David Oro, Alternate Commissioner
Councilmember, City of American Canyon

Belia Ramos, Vice Chair
County of Napa Supervisor, 5th District

Anne Cottrell, Commissioner
County of Napa Supervisor, 3rd District

Joelle Gallagher, Alternate Commissioner
County of Napa Supervisor, 1st District

Jeffrey Crosswhite, Commissioner
Representative of the General Public

Eve Kahn, Alternate Commissioner
Representative of the General Public

Brendon Freeman
Executive Officer



**LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY
REGULAR MEETING MINUTES OF MONDAY, APRIL 6, 2026**

1. WELCOME AND CALL TO ORDER; ROLL CALL

Chair called the regular meeting of April 6, 2026 to order at 2:03 PM.

At the time of roll call, the following Commissioners and staff were present:

Regular Commissioners	Alternate Commissioner	Staff
Beth Painter, Chair	Joelle Gallagher (<i>Voting</i>)	Brendon Freeman, Executive Officer
Belia Ramos, Vice Chair (<i>Absent</i>)	Eve Kahn	Gary Bell, Commission Counsel
Anne Cottrell (<i>2:06pm arrival</i>)	David Oro	Stephanie Pratt, Staff Analyst
Paul Dohring		Charlie Livingston, Clerk/Jr. Analyst
Kenneth Leary		

2. PLEDGE OF ALLEGIANCE

Chair Painter invited Commissioner Leary to lead the Pledge of Allegiance.

3. DISCLOSURES UNDER POLITICAL REFORM ACT/LEVINE ACT

4. APPROVAL OF AGENDA

The Chair approved the Agenda as prepared by the Executive Officer with any requests to remove or rearrange items by members of the Commission or staff.

It was concluded that Consent Items 6d & 6e would be pulled from the Agenda for discussion per request by Commissioner Leary.

Upon motion by Commissioner Gallagher and second by Commissioner Leary, the Commission unanimously adopted the adjusted agenda by the following vote:

VOTE:

AYES: PAINTER, COTTRELL, DOHRING, LEARY, GALLAGHER

NOES: NONE

ABSENT: RAMOS

ABSTAIN: NONE

5. PUBLIC COMMENTS

Chair Painter invited members of the audience to provide public comment. No comments were received.

6. CONSENT ITEMS

Action Items:

- a) **Approval of Meeting Minutes: February 2, 2026 Regular Meeting**
- b) **Approval of Amendment to Office Lease Agreement**

Upon motion by Commissioner Gallagher and second by Commissioner Leary, the Commission unanimously approved the minutes of February 2, 2026 and the Amendment to the Office Lease Agreement by the following vote:

VOTE:

AYES: PAINTER, COTTRELL, DOHRING, LEARY, GALLAGHER
NOES: NONE
ABSENT: RAMOS
ABSTAIN: NONE

Receive Report for Information Only:

- c) **Current and Future Proposals**
- d) **CALAFCO Quarterly Report (*Pulled*)**
- e) **Digital Accessibility Requirements and April 2026 Deadline (*Pulled*)**
- d) **CALAFCO Quarterly Report**

Commissioner Leary reported that four county LAFCOS have created their own association called Alliance CALAFCO. This organization includes Los Angeles, Orange, San Bernadino, and San Diego Counties. The cost to join is \$10,000 per year. Commissioner Leary indicates that this is a CALAFCO alternative to consider.

- e) **Digital Accessibility Requirements and April 2026 Deadline**

This item was pulled by Commissioner Leary in order to highlight its importance and to discuss what we are doing in order to make our information more accessible. Executive Officer Freeman explained that this is a requirement of all local agencies and in the best interest of the general public. Senior Staff Analyst Stephanie Pratt shared that she is working with the website host and has negotiated a contract for the next fiscal year that will make the website fully accessible.

7. ACTION ITEMS

- a) **Overview of Municipal Service Reviews and Spheres of Influence and Consider Establishing an Ad Hoc Subcommittee**

The Committee heard a presentation from Executive Officer Freeman detailing a clear and practical overview of the Municipal Service Review and Sphere of Influence processes. An Ad Hoc Subcommittee was suggested for the purpose of providing detailed information to the Committee during the MSR and SOI processes. After discussion the Commissioners agreed that they would benefit from a more detailed presentation at a future meeting. The Ad Hoc Subcommittee was formed with Commissioners Painter and Leary to serve as members.

Upon motion by Commissioner Cottrell and second by Commissioner Dohring, the Commission unanimously agreed

VOTE:

AYES: **PAINTER, COTTRELL, DOHRING, LEARY, GALLAGHER**
NOES: **NONE**
ABSENT: **RAMOS**
ABSTAIN: **NONE**

8. PUBLIC HEARING ITEMS

a) Napa Sanitation District Sphere of Influence Update

The Commission received a proposed Napa Sanitation District Sphere of Influence Update amending the District's sphere to add four distinct areas identified as the El Centro Avenue Study Area, the Monticello Road Study Area, the Stonecrest Drive Study Area, and the Imola Avenue Study Area.

Chair Painter opened the floor for public comments at 3:01pm.

Peter Menzel: Napa resident of 43 years supporting the SOI for all areas apart from Imola Avenue due to the 5.26 acre parcel that formerly belonged to Skyline Park.

Lynn Wyman: Wanting to speak against the Imola Avenue section of the SOI due to her support for the parcel of land previously belonging to Skyline Park. Does not feel that this land is suitable for the public housing project that it is currently slated for.

Jim Wallen: Vice President of PEP Housing shared information about the company's 50 years in business.

Wasia Song: Developer of Imola 501C3 along with PEP Housing, expressed that the project has the support of the state, County of Napa, and City of Napa. Wanting to support the SOI.

Chair Painter closed the public comments at 3:10pm.

Commissioners discussed the changes to the recommended SOI updates since they were last presented at the June 2, 2025 meeting. After considering various factors for each of the four proposed areas, the Commission elected to move forward with the SOI without the amendments, concluding that there is no policy case to support the adoption of the four areas.

Upon motion by Commissioner Cottrell and second by Commissioner Gallagher, the Commission unanimously agreed by the following vote:

VOTE:

AYES: **PAINTER, COTTRELL, DOHRING, LEARY, GALLAGHER**
NOES: **NONE**
ABSENT: **RAMOS**
ABSTAIN: **NONE**

b) Consider Proposed Budget for Fiscal Year 2026-27

The Commission considered adopting a resolution to approve a proposed budget for the 2026-27 fiscal year. The recommended actions were for the Commission to do the following: (1) adopt the proposed budget by resolution; (2) direct staff to circulate the proposed budget for public review and comment; and (3) direct the Budget Committee to return with recommendations for a final budget for adoption at a noticed public hearing on June 2, 2025. The Commission received a draft work program for fiscal year 2026-27 and provided direction to staff with respect to any desired changes.

Chair Painter opened the public hearing and reviewed the rules for orderly comments. No comments were received. Chair Painter closed the public hearing.

The Commission discussed the draft budget and agreed to approve it to the next step with added detail and scope concerning consulting services.

Upon motion by Commissioner Cottrell and second by Commissioner Leary, the Commission unanimously approved the item by the following vote:

VOTE:

AYES: **PAINTER, COTTRELL, DOHRING, LEARY, GALLAGHER**
NOES: **NONE**
ABSENT: **RAMOS**
ABSTAIN: **NONE**

c) Appointment of Public Member for Term: 2026-2030

The Commission provided direction to staff with respect to appointment procedures for the Public Member. The term of the Public Member expires on May 2, 2026. The applicants were Kenneth Leary, Jeffrey Crosswhite, Dalton Goo, and Alex Russ. The Commission conducted brief interviews with three of the candidates, as Alex Russ exited the meeting prior to the interviews.

The Commissioners were given ballots and ranked their choice of candidates. The numbers were tallied and resulted in Jeffrey Crosswhite being appointed as the new Public Member.

Upon motion by Commissioner Dohring and second by Commissioner Cottrell, the Commission unanimously approved the item by the following vote:

VOTE:

AYES: **PAINTER, COTTRELL, DOHRING, LEARY, GALLAGHER**
NOES: **NONE**
ABSENT: **RAMOS**
ABSTAIN: **NONE**

9. EXECUTIVE OFFICER REPORT

Executive Officer Freeman delivered a summary at the start of the meeting regarding recent events with Napa LAFCO, with most topics covered during the meeting. Bullet point summaries were offered to anyone interested.

10. COMMISSIONER COMMENTS/REQUESTS FOR FUTURE AGENDA ITEMS

Commissioner Gallagher offered thanks to all of the applicants and their interest in being community servants. She also expressed her gratitude to Commissioner Leary for his contributions and time with LAFCO. This sentiment was echoed by Commissioner Cottrell and Chair Painter.

11. ADJOURNMENT at 4:48 PM TO NEXT SCHEDULED MEETING

Monday, June 1, 2026, at 2:00 P.M. at the Napa County Board of Supervisors Chambers, located at 1195 Third Street, 3rd floor, Napa, CA 94559.

Beth Painter, LAFCO Chair

ATTEST:

Brendon Freeman, Executive Officer

Prepared by:

Charlie Livingston, Clerk/Jr. Analyst



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Agenda Item 7b (Consent/Action)

TO: Local Agency Formation Commission

PREPARED BY: Brendon Freeman, Executive Officer *B F*

MEETING DATE: June 1, 2026

SUBJECT: Approval of Contract with Clifton Larson Allen for Audit Services

SUMMARY AND RECOMMENDATION

This is a consent item for formal action. Accordingly, if interested, the Commission is invited to pull this item for additional discussion with the concurrence of the Chair.

It is recommended the Commission approve the audit contract with Clifton Larson Allen and authorize the Executive Officer to sign the contract, included as Attachment 1.

The County of Napa conducted a Request for Proposals process for audit services on behalf of the County, as well as several other joint powers agencies, special districts, and other designated units, including the Commission. The County determined that it was most advantageous to enter into a contract with Clifton Larson Allen for audit services covering fiscal years ending 2026, 2027 and 2028 with an optional two-year extension. The contract between the County of Napa and Clifton Larson Allen provides an option for the Commission to enter into a contract with Clifton Larson Allen for its own annual audits.

Given that the County serves as LAFCO's treasurer and LAFCO has been well served by the County over many years for this purpose, staff recommends the Commission follow the County's procurement effort and enter into a contract with Clifton Larson Allen for audit services. It has been the Commission's practice to select this option in years past, and it appears appropriate to continue with this practice at this time.

Annual audit fees for the Commission throughout the term of the contract would remain consistent at \$4,310. Previous audits were prepared by Brown Armstrong with recent annual costs of \$4,200. The terms of the attached contract have been reviewed by legal counsel and accepted by Clifton Larson Allen, pending approval by the Commission.

ATTACHMENT

- 1) Draft Professional Services Agreement with Clifton Larson Allen

Beth Painter, Chair
Councilmember, City of Napa

Paul Dohring, Commissioner
Councilmember, City of St. Helena

David Oro, Alternate Commissioner
Councilmember, City of American Canyon

Belia Ramos, Vice Chair
County of Napa Supervisor, 5th District

Anne Cottrell, Commissioner
County of Napa Supervisor, 3rd District

Joelle Gallagher, Alternate Commissioner
County of Napa Supervisor, 1st District

Jeffrey Crosswhite, Commissioner
Representative of the General Public

Eve Kahn, Alternate Commissioner
Representative of the General Public

Brendon Freeman
Executive Officer

COMMISSION AGREEMENT NO. [REDACTED]

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, this 1st day of June, 2026, (“Effective Date”) by and between Napa County Local Agency Formation Commission, a political subdivision of the State of California, hereinafter referred to as “Commission”, and CliftonLarsonAllen LLP whose address is 915 Highland Pointe Drive, Suite 300, Roseville, CA 95678, hereinafter referred to as “Consultant”.

RECITALS

- A. Commission wishes to obtain professional services, as authorized by Government Code section 31000, in the form of specialized audit services.
- B. Consultant was selected to provide professional services after a competitive process conducted pursuant to Napa County’s (“County”) Request for Proposal number ACO022601.
- C. For good and valuable consideration, the sufficiency of which is acknowledged, Commission and Consultant agree as follows:

AGREEMENT

ARTICLE I – SCOPE OF SERVICES

1.1 Scope of Services. Consultant shall provide professional services to Commission as described in Exhibit A to this Agreement, and in accordance with the Contract Documents. The Contract Documents consist of this Agreement and its Exhibits, the Request for Proposal issued by County, and Consultant’s proposal or statement of qualifications.

1.2 Schedule. Consultant shall perform and complete the scope of services in accordance with the schedule set forth in Exhibit A. Consultant shall further perform the scope of services in compliance with any interim milestones or deadlines, as may be set forth in Exhibit A. Time is of the essence in the performance of the scope of services.

1.3 Standard of Care. Consultant represents that the professional services rendered under this Agreement shall be performed in accordance with applicable professional standards. Consultant shall correct any professional services falling below this standard at its sole cost and expense, if notified by Commission within one year after completion of such services. This remedy is in addition to any other remedies that may be available to Commission in law or equity.

1.4 Correction of Deficient Services. Consultant shall take reasonable steps to commence correction of any services that fail to meet the standard of care within seven days of receipt of written notice from Commission unless otherwise agreed by the parties. If Consultant fails to commence such steps within the seven day or other agreed-upon period, Commission may, in addition to any other remedies provided under the Contract Documents, commence correction of such services without further written notice to Consultant. If Commission takes such corrective action, Consultant shall be responsible for all reasonable costs incurred by Commission in performing such correction, including but not limited

to the cost of Commission staff time and the amount paid to another consultant to correct the deficient services.

1.5 Other Remedies. This Article applies only to Consultant's obligation to correct services that do not meet the standard of care and is not intended to constitute a period of limitations or waiver of any other rights or remedies Commission may have regarding the Consultant's other obligations under the Contract Documents or federal or state law.

1.6 Key Personnel. Key personnel identified in Consultant's proposal or statement of qualifications shall be the individuals who will actually perform the services. Changes in key personnel must be reported by Consultant in writing and approved by Commission.

1.7 Government Code Section 7550. Every document or report prepared by Consultant for or under the direction of Commission pursuant to this Agreement shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the document or written report if the total cost for the work performed by nonemployees of Commission exceeds five thousand dollars (\$5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject or product of this Agreement, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

ARTICLE II – DURATION OF AGREEMENT

2.1 Term of the Agreement. The term of this Agreement shall begin on the Effective Date entered on page 1 of this Agreement. This Agreement shall expire on December 31, 2028 unless extended or terminated earlier in accordance with this Article.

At the conclusion of the initial term, this Agreement may be extended at Commission's option on or before May 31, 2028, for up to two additional years by providing written notice to Consultant.

2.2 Suspension for Convenience. Commission may suspend all or any portion of Consultant's performance under this Agreement at its sole option and for its convenience at no cost for a period of time not to exceed 60 days. Commission must give 10 days prior written notice to Consultant of such suspension. Commission may rescind the suspension prior to or at 60 days by providing Consultant with written notice of the rescission, at which time Consultant will be required to resume performance in compliance with the terms and provisions of this Agreement.

2.3 Termination for Convenience. Commission may terminate all or any portion of this Agreement at its sole option and for its convenience, by giving 30 days prior written notice of such termination to Consultant. The termination of the Agreement shall be effective 30 days after receipt of the notice by Consultant. After receipt of notice of termination of all or any portion of the Agreement, Consultant shall immediately discontinue all affected performance (unless the notice directs otherwise) and complete any additional work necessary for the orderly filing of documents and closing of Consultant's affected performance under the Agreement. Consultant shall deliver to Commission all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Consultant in performing this Agreement, whether completed or unfinished. Consultant may keep copies for its own records. Commission shall pay Consultant for services satisfactorily provided before the effective date of termination, and reasonable costs incurred by Consultant in providing

Commission with the data and documents required by this paragraph. Consultant shall not be compensated for lost or anticipated profit or overhead on the terminated portion of this Agreement.

2.4 Termination for Cause. Commission may terminate this Agreement for default if Consultant fails to satisfactorily perform any material obligation required by this Agreement. Default includes Consultant's failure to timely provide services in accordance with the schedule. If Consultant fails to satisfactorily cure a default within 10 days of receiving written notice from Commission specifying the nature of the default, Commission may immediately terminate this Agreement, and terminate each and every right of Consultant, and any person claiming any rights by or through Consultant under this Agreement. The rights and remedies of Commission enumerated in this paragraph are in addition to and independent of Commission's rights under any other provision of this Agreement and any right or remedy available to Commission at law or in equity.

2.4.1 Absence of Default. If after Commission gives notice of termination for cause, it is determined that Consultant was not in default of a material obligation of this Agreement, the termination shall be deemed to be a termination for the convenience of Commission under paragraph 2.3.

2.5 Purchasing Agent's Authority. The Napa County Purchasing Agent or their designee is hereby authorized to make all decisions and take all actions required under this Article to suspend or terminate this Agreement on behalf of Commission.

ARTICLE III – COMPENSATION

3.1 Amount of Compensation. Commission shall pay Consultant for satisfactory performance of the scope of services, as follows:

3.1.1 Rates. Commission shall pay Consultant those fixed amounts set forth in Exhibit B attached hereto and incorporated herein by reference.

3.1.2 Expenses. No travel or other expenses will be reimbursed by Commission.

3.1.3 Maximum Amount. Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall be a total of four thousand three hundred ten dollars (\$4,310) per contract year, including any optional year, as further detailed in Exhibit B; however, such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually provided.

3.2 Payment Process. Consultant may submit one invoice per calendar month, in arrears for services provided, to the Auditor-Controller who will review the invoice to confirm its contents match the services provided during the period covered by the invoice.

3.2.1 Content of Invoices. Invoices shall be in a form acceptable to the Napa County Auditor and include Consultant's name, address, Social Security or Taxpayer Identification Number, and the Commission Agreement number. If this Agreement provides for payment based on unit prices or tasks completed, invoices shall include itemization of the hours worked, descriptions of the tasks completed during the billing period, the names and positions of person(s) performing the services, and the hourly or task rates. If the Agreement or Exhibit B provides for a fixed or lump sum price and Consultant presents monthly invoices, each invoice must indicate the

percentage of work completed (e.g., 50% of design or draft report) or the milestone(s) achieved in Exhibit B, which will allow Consultant to be paid the equivalent percentage of the fixed price.

3.3 Annual Appropriation of Funds. Consultant acknowledges that the term of this Agreement may extend over multiple Commission fiscal years, and that compensation under this Agreement is contingent on the Commission appropriating funding for this Agreement for those fiscal years. This Agreement may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. Commission is not obligated to pay Consultant, nor is Consultant obligated to provide further services if sufficient funds have not been appropriated and authorized by the Commission.

ARTICLE IV – INSURANCE

4.1 Insurance. Prior to commencing the scope of services, Consultant 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 insurance coverage set forth in Exhibit C.

4.2 Inclusion in Subcontracts. Consultant shall require its subconsultants and any other entity or person providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in Exhibit C.

ARTICLE V – INDEMNIFICATION

5.1 Indemnification and Hold Harmless. To the fullest extent permitted by law, Consultant shall defend at its own expense, indemnify, and hold harmless Commission and its officers, agents, employees, volunteers, and representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney’s fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising from all acts or omissions of Consultant or its officers, agents, employees, volunteers, consultants and subconsultants in providing services under this Agreement, excluding, however, such liability, claims, actions, losses, injuries, damages or expenses to the extent arising from the active or sole negligence or willful misconduct of Commission. 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.

5.2 Design Professionals. To the extent Consultant is providing the services of a “design professional” as defined in California Civil Code section 2782, Commission acknowledges that Consultant’s obligations under paragraph 5.1 may be limited under Civil Code Section 2782.8.

5.3 Effect of Insurance. The provisions of this Article are not limited by the requirements of Article IV related to insurance.

5.4 Enforcement Costs. Consultant shall reimburse any and all costs Commission incurs enforcing the indemnity, hold harmless, and defense provisions set forth in this Article.

5.5 Survival. This Article shall survive termination or expiration of this Agreement and continue in effect so long as a viable claim may exist.

ARTICLE VI – MANDATORY COUNTY PROVISIONS

6.1 Compliance with County Policies. Consultant shall comply, and require its employees and subconsultants to comply, with the following policies, copies of which are available on County’s website at [Napa County Purchasing Policies \(link\)](#) and are hereby incorporated by reference.

6.1.1 Napa County “Waste Source Reduction and Recycled Product Content Procurement Policy,” which is found in the Napa County Policy Manual Part I, Section 8D.

6.1.2 Napa County “Discrimination, Harassment and Retaliation Prevention Policy,” which is found in the Napa County Policy Manual Part I, Section 37K.

6.1.3 Napa County “Drug and Alcohol Policy,” which is found in the Napa County Policy Manual Part I, Section 37O.

6.1.4 “Napa County Information Technology Use and Security Policy” which is found in the Napa County Policy Manual Part I, Section 31A.

6.1.5 Napa County “Workplace Violence Policy,” which is found in the Napa County Policy Manual Part I, Section 37U.

6.2 Inducement of County Employees. Consultant shall not permit its officers, agents, or employees to engage in any activities during the performance of any of services under this Agreement that would interfere with compliance or induce violation of these policies by County employees or consultants.

ARTICLE VII – COMPLIANCE WITH LAWS

7.1 Compliance with Controlling Law. Consultant shall comply with all laws, ordinances, regulations, and policies of federal, California, and local governments applicable to this Agreement. Consultant shall comply immediately with all directives issued by Commission or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations.

7.2 Conflict of Interest. Consultant acknowledges that they are aware of the provisions of Government Code sections 1090, et seq., and sections 87100, et seq., relating to conflict of interest of public officers and employees. Consultant hereby covenants that it presently has no interest not disclosed to Commission and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of the scope of services under this Agreement. Consultant further warrants that it is unaware of any financial or economic interest of any public officer or employee of Commission relating to this Agreement. Violation of this paragraph by Consultant is a material breach of this Agreement which may result in termination of the Agreement for cause.

7.3 Taxes. Consultant shall file federal and state tax returns or applicable withholding documents and pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement. Consultant shall be solely liable and responsible to make such withholdings and pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. Consultant shall indemnify and hold Commission harmless from any liability it may incur to the United States or the State of California if Consultant fails to pay or withhold, when due, all such taxes and obligations. If Commission is audited for compliance regarding any withholding or other applicable

taxes or amounts, Consultant shall furnish Commission with proof of payment of taxes or withholdings on those earnings within 10 business days after notice from Commission.

ARTICLE VIII – DISPUTE RESOLUTION

8.1 Mandatory Non-binding Mediation. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, the parties agree to attempt to settle the dispute in an amicable manner, using mandatory mediation through Judicial Arbitration and Mediation Services (JAMS) or any other neutral organization agreed to by the parties. To initiate mediation, the initiating party shall send written notice of its request for mediation to the opposing party. Mediation is mandatory before either party may initiate litigation or have recourse in a court of law.

8.2 Mediation Costs. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

8.3 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator may be selected from lists furnished by JAMS or any other agreed upon mediator. The parties shall endeavor to agree on a mediator within 10 business days, unless a longer period is mutually agreed to in writing by Consultant and Commission. If the parties cannot agree on a mediator, JAMS or other neutral organization shall select the mediator.

8.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, or admissions will be confidential to the proceedings and will be subject to Evidence Code section 1152. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though Commission's recommendation of settlement may be subject to the approval of the Commission. Either party may have attorney(s), witnesses, or expert(s) present. Either party may request a list of witnesses and notification whether attorney(s) will be present.

8.5 Mediation Results. Any resultant agreements from mediation shall be documented in writing. Mediation results and documentation, by themselves, shall be "non-binding" and inadmissible for any purpose in any legal proceeding, unless such admission into evidence is otherwise agreed to in writing by both parties. Mediators shall not be subject to any subpoena or liability, and their files and actions shall not be subject to discovery.

ARTICLE IX – GENERAL PROVISIONS

9.1 Access to Records/Retention. Consultant shall provide Commission with access to Consultant's records which are reasonably necessary for Commission to review or audit Consultant's compliance with the provisions of this Agreement. Consultant shall provide such access within 10 business days after written request by Commission, either by providing copies of the requested records to Commission or allowing Commission to inspect and photocopy the records at Consultant's place of business where the records are kept. Consultant shall maintain all records related to this Agreement for at least four years after expiration or termination of this Agreement. For the avoidance of doubt, records as identified in this Section do not include Contractor's workpapers which are proprietary information and access is restricted.

9.2 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.

COUNTY

Tracy A. Schulze
Napa County
1195 Third Street, Suite B-10
Napa, CA 94559

CONSULTANT

Richard Gonzalez
CliftonLarsonAllen LLP
915 Highland Pointe Drive, Suite 300
Roseville, CA 95678

9.3 Independent Contractors. Consultant and its subconsultants, if any, are independent contractors and not agents of Commission. Any provisions of this Agreement that may appear to give Commission any right to direct Consultant concerning the details of performing the scope of services, or to exercise any control over such performance, shall mean only that Consultant shall follow the direction of Commission concerning the end results of the performance.

9.4 Contract Interpretation. This Agreement and all Contract Documents shall be deemed to be made under, and shall be construed in accordance with and governed by, the laws of the State of California without regard to the conflicts or choice of law provisions thereof. It is the intent of the Contract Documents to completely describe the goods and services to be provided. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be supplied whether or not specifically called for or identified in the Contract Documents. When words or phrases which have a well-known technical or industry or trade meaning are used to describe work, materials, equipment, goods, or services such words or phrases shall be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be in descending order as set forth below (the document in paragraph 9.4.1 having the highest precedence). Provisions of the Contract Documents addressing the same subject which are consistent but have different degrees of specificity shall not be considered to be in conflict, and the more specific language shall control. Order of Precedence:

- 9.4.1 This Agreement.
- 9.4.2 The Exhibits to this Agreement.
- 9.4.3 The RFP issued by County.
- 9.4.4 Consultant's proposal or statement of qualifications.

9.5 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms, and conditions of this Agreement, and the decision of whether to seek advice of legal counsel with respect to this Agreement is the sole responsibility of each party. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement.

9.6 Third Party Beneficiaries. Unless expressly set forth in this Agreement, none of the provisions of this Agreement are intended to benefit any third party not specifically referenced herein. No person other than Commission and Consultant shall have the right to enforce any of the provisions of this Agreement.

9.7 Force Majeure. In the event either party's performance is delayed due to causes which are outside the control of both parties and their subconsultants, contractors and employees, and could not be avoided by the exercise of due care, which may include, but is not limited to, delays by regulating agencies, wars, floods, adverse weather conditions, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, fires, terrorism, incidence of disease or other illness that reaches outbreak, epidemic and/or pandemic proportions, unusual delay in deliveries, riots, civil commotion or other unavoidable casualties, and other acts of God, both parties will be entitled to an extension in their time for performance equivalent to the length of delay. Neither party will be entitled to compensation from the other for force majeure events. The party claiming its performance is delayed must demonstrate to the reasonable satisfaction of the other party that a force majeure event is causing the delay; the mere occurrence of a force majeure event is insufficient to extend the time for performance.

9.8 Confidentiality of Services. All services performed by Consultant and any subconsultants, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Consultant, are for the sole use of Commission. Neither the documents nor their contents shall be released by Consultant or any subconsultant to any third party without the prior written consent of Commission. Contractor shall not disclose records or other information provided by Commission under this Agreement to any third party, except as necessary to perform the scope of services, unless the records or information: (1) were publicly known, or otherwise known to Consultant, at the time it was disclosed to Consultant by Commission; (2) subsequently become publicly known through no act or omission of Consultant; (3) otherwise become known to Consultant other than through disclosure by Commission; or (4) disclosure is required by law, regulation or professional standard. This confidentiality provision does not prohibit Consultant from disclosing Commission's information to one or more of Consultant's affiliated companies in order to provide services that Commission has requested from Consultant or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of Commission's information as apply to Consultant. Commission also consents to Consultant's disclosure of information regarding the nature of services Consultant provides to Commission to another independent network member of CLA Global, for the limited purpose of complying with professional obligations regarding independence and conflicts of interest. Consultant may, at times, use third-party software applications to perform services under this Agreement. Commission acknowledges the software vendor may have access to its data.

9.9 Insolvency. Consultant shall notify Commission if Consultant enters into bankruptcy proceedings. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Commission contract numbers and contracting offices for all Commission contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Agreement.

9.10 Attorney's Fees. If 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. This paragraph does not apply to attorney's fees or costs incurred during mediation.

9.11 Venue. This Agreement is made and entered into in Napa County, California. 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, County of Napa. 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 shall be in the Northern District of California.

9.12 Exhibits Incorporated. All Exhibits referenced in this Agreement are hereby incorporated into the Agreement by this reference.

9.13 Commission Powers. Nothing contained in this Agreement shall be construed as a limitation upon the powers of Commission as a subdivision of the State of California. Nothing in this Agreement shall be interpreted as limiting the rights and obligations of Commission in its governmental or regulatory capacity.

9.14 Survival of Obligations. All indemnifications, warranties, guarantees and other obligations that by their nature involve performance after the early termination or expiration of this Agreement or after completion and acceptance of the scope of services, shall survive the early termination or expiration of this Agreement. Such obligations include, but are not limited to, paragraphs 1.4 (Correction of Deficient Services), 9.1 (Access to Records/Retention), 9.8 (Confidentiality of Services), and Article VIII (Dispute Resolution). Obligations related to insurance or indemnity shall continue in full force and effect after the date of early termination or expiration, but only with regard to acts or omissions that occurred during the term of the Agreement.

9.15 Severability. Should any provision of this Agreement be held invalid or illegal by a court of competent jurisdiction, such invalidity or illegality shall not invalidate the whole of this Agreement, but rather, the Agreement shall be construed as if it did not contain the invalid or illegal provision, and the rights and obligations of the parties shall be construed and enforced accordingly, except to the extent that enforcement of this Agreement without the invalidated provision would materially and adversely impact either or both parties' consideration for entering into this Agreement.

9.16 Amendment/Modification. This Agreement may be modified or amended only in writing and with the prior written consent of both parties. Failure of Consultant to secure such authorization in writing in advance of performing any extra or changed work shall constitute a waiver of any and all rights to adjustment in compensation or contract time.

9.17 No Waivers. Any failure by either party to insist upon the strict performance by the other of any obligation of this Agreement, or any failure to exercise any right or remedy for a breach of any term or condition of this Agreement, shall not constitute a waiver of any such failure to perform or breach of any term or condition. A waiver must be express and in writing. 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.

9.18 No Assignments. Consultant may not assign the obligations under this Agreement, nor any monies due or to become due under this Agreement, without Commission's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this

Agreement at Commission's sole discretion. In no event shall any putative assignment create a contractual relationship between Commission and any putative assignee.

9.19 Successors in Interest. All rights and obligations created by this Agreement shall be in force and effect whether or not any parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any party's successor in interest.

9.20 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.

9.21 Electronic Signatures and Counterparts. By executing this Agreement, all parties consent and agree that any electronic signature, as defined by Civil Code section 1633.2(h), affixed hereto shall have the full force and effect as a wet or manual signature. This Agreement may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

9.22 Ownership of Consultant's Workpapers. The workpapers and files supporting the services Consultant performs are the sole and exclusive property of Consultant and constitute confidential and proprietary information. Consultant does not provide access to its workpapers and files to Commission or anyone else in the normal course of business. Unless required by law or regulation to the contrary, Consultant retains its workpapers and files in accordance with its record retention policy that typically provides for a retention period of seven years. After this period expires, Consultant's workpapers and files will be destroyed. Furthermore, physical deterioration or catastrophic events may shorten the time Consultant's records are available. The workpapers and files of Consultant are not a substitute for Commission's records. Pursuant to authority given by law, regulation or professional standards Consultant may be requested to make certain workpapers and files available to a regulator for its regulatory oversight purposes. Consultant will notify Commission of any such request, if permitted by law. Access to the requested workpapers and files will be provided to the regulator under the supervision of Consultant personnel and at a location designated by Consultant. Furthermore, upon request, Consultant may provide copies of selected workpapers and files to such regulator. The regulator may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

9.23 Data Aggregation. Consultant regularly aggregates anonymized client data and perform a variety of analyses using that aggregated data. Some of these analyses are published to clients or released publicly. However, Consultant is always careful to preserve the confidentiality of the separate information that Consultant obtains from each client, as required by the AICPA Code of Professional Conduct and various laws. Commission's acceptance of this Agreement will serve as its consent to Consultant's use of anonymized data in performing and reporting on these cost comparison, performance indicator and/or benchmarking analyses.

IN WITNESS WHEREOF, this Agreement is executed by Commission, acting by and through the Executive Officer of the Commission, and by Consultant through its duly authorized officer(s).

CliftonLarsonAllen LLP

By _____
Richard Gonzalez, CPA, Principal

NAPA COUNTY LOCAL AGENCY FORMATION
COMMISSION, a political subdivision of the State of California

By _____
Brendon Freeman, Executive Officer

APPROVED AS TO FORM
Office of County Counsel

APPROVED BY THE
EXECUTIVE OFFICER OF THE
NAPA COUNTY LOCAL AGENCY
FORMATION COMMISSION

ATTEST: _____
Clerk of the Commission

By: _____
Deputy County Counsel

Date: _____
Processed By:

By: _____

Date: _____

Deputy Clerk of the Commission

**EXHIBIT A
SCOPE OF SERVICES**

I. Description of Services

Consultant shall provide the following services in accordance with the terms of this Agreement:

- **Financial Statement Audit**

Audit and report on the financial statements for the Commission.

Final Deliverables Due: October 15, 2026

- **Audit Opinion**

Express an opinion on the fair presentation of the Commission's basic financial statements in accordance with generally accepted accounting principles.

Final Deliverables Due: October 15, 2026

**EXHIBIT B
COMPENSATION AND FEE SCHEDULE**

Scope/Entity	Contract Years			Optional Years	
	FY25-26	FY26-27	FY27-28	FY28-29	FY29-30
Commission Auditing Services*	\$4,310	\$4,310	\$4,310	\$4,310	\$4,310

* The above fees exclude Single Audit services, should a Single Audit be required in any contract year. If applicable, an additional fee of \$5,000 shall apply per major program requiring testing.

EXHIBIT C INSURANCE REQUIREMENTS

C.1 Workers Compensation Insurance. To the extent required by law during the term of this Agreement, Consultant shall provide workers compensation insurance for the performance of any of Consultant's duties under this Agreement as required by the State of California with statutory limits, and employer's liability insurance with a limit of no less than ONE MILLION DOLLARS (\$1,000,000) per accident for bodily injury or disease, all with a waiver of subrogation. Consultant shall provide Commission with certification of all such coverages upon request by Commission's Risk Manager.

C.2 Liability Insurance. Consultant shall obtain and maintain in full force and effect during the term of this Agreement the following occurrence-based 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:

C.2.1 General Liability. Commercial general liability (CGL) insurance coverage (personal injury and property damage) of not less than TWO MILLION DOLLARS (\$2,000,000) 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 Consultant or any officer, agent, or employee of Consultant under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

C.2.2 Professional Liability/Errors and Omissions. Professional liability (or errors and omissions) insurance for all activities of Consultant arising out of or in connection with this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000) per claim. If the coverage includes an aggregate limit the aggregate limit shall be no less than twice the per occurrence limit.

C.2.3 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 Consultant's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in paragraph C.2.1, above. If Consultant or Consultant's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, Consultant shall provide evidence of personal auto liability coverage for each such person upon request.

C.3 Certificates of Coverage. All insurance coverages referenced in paragraph C.2, above, shall be evidenced by one or more certificates of coverage or, with the consent of Commission's Risk Manager, demonstrated by other evidence of coverage acceptable to Commission's Risk Manager, which shall be filed by Consultant with the Commission Department administering this Agreement prior to commencement of the Scope of Services.

C.3.1 Notice of Cancellation. The certificate(s) or other evidence of coverage shall reference this Agreement by its Commission number or title and department; shall be kept current during the term of this Agreement; shall provide that Commission 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.

C.3.2 Multiple Insureds. The certificate(s) 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.

C.3.3 Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in subparagraph C.2.1 and, for the comprehensive automobile liability insurance coverage referenced in subparagraph C.2.3 where the vehicles are covered by a commercial policy rather than a personal policy, Consultant shall also file with the evidence of coverage an endorsement from the insurance provider naming Commission, its officers, employees, agents, and volunteers as additional insureds via a blanket endorsement as required by written contract and waiving subrogation. For the Workers Compensation insurance coverage, Consultant shall file an endorsement waiving subrogation with the evidence of coverage.

C.3.4 Additional Requirements. The certificate or other evidence of coverage shall provide that if the same policy applies to activities of Consultant not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of Commission shall pertain only to liability for activities of Consultant under this Agreement, and that the insurance provided is primary coverage to Commission with respect to any insurance or self-insurance programs maintained by Commission. The additional insured endorsements for the general liability coverage shall use Insurance Services 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.

C.4 Self-Insured Retention. In the event of a claim, suit, or action, Commission reserves the right to request relevant sections of any applicable insurance policy and endorsements. Any self-insured retentions (SIR) shall not reduce the limits of liability. The failure to exercise this right shall not constitute a waiver of such right.



Local Agency Formation Commission of Napa County
Subdivision of the State of California

1754 Second Street, Suite C
Napa, California 94559
Phone: (707) 259-8645
www.napa.lafco.ca.gov

We Manage Local Government Boundaries, Evaluate Municipal Services, and Protect Agriculture

Agenda Item 7c (Consent/Action)

TO: Local Agency Formation Commission

FROM: Brendon Freeman, Executive Office *B F*

MEETING DATE: June 1, 2026

SUBJECT: Approval of Legal Services Agreement with Renne Public Law Group

SUMMARY AND RECOMMENDATION

This is a consent item for formal action. Accordingly, if interested, the Commission is invited to pull this item for additional discussion with the concurrence of the Chair.

It is recommended that the Commission approve an extension of the Legal Services Agreement with Renne Public Law Group ("RPLG") for special counsel services, included as Attachment 1, authorizing an increase in the total maximum compensation beyond the initial \$5,000 limit.

BACKGROUND AND SUMMARY

On May 4, 2026, the Executive Officer utilized authorized purchasing authority, local policy included as Attachment 2, to execute a Legal Services Agreement with RPLG. The agreement establishes an attorney-client relationship to secure specialized legal advice and representation regarding two pending applications involving the City of American Canyon annexation/organization projects.

The core terms of the executed agreement include:

- **Personnel:** Rubin E. Cruse, Jr. serves as the designated attorney in charge.
- **Rate Structure:** A blended rate of \$350 per hour for all attorneys. Time is tracked and billed in standard 1/10th-of-an-hour increments.
- **Administrative Expenses:** In-house costs (duplicating, postage, mileage) are built directly into standard line-item invoicing, while third-party disbursements are charged separately .
- **Liability Coverage:** RPLG maintains professional liability insurance covering the services up to a minimum of \$2 million.
- **Indemnification:** RPLG holds a comprehensive mutual clause protecting Napa LAFCO from liabilities arising directly out of negligent acts, omissions, or willful misconduct.

Beth Painter, Chair
Councilmember, City of Napa

Paul Dohring, Commissioner
Councilmember, City of St. Helena

David Oro, Alternate Commissioner
Councilmember, City of American Canyon

Belia Ramos, Vice Chair
County of Napa Supervisor, 5th District

Anne Cottrell, Commissioner
County of Napa Supervisor, 3rd District

Joelle Gallagher, Alternate Commissioner
County of Napa Supervisor, 1st District

Jeffrey Crosswhite, Commissioner
Representative of the General Public

Eve Kahn, Alternate Commissioner
Representative of the General Public

Brendon Freeman
Executive Officer

DISCUSSION

Under current local policy limits, the Executive Officer possesses the administrative authority to execute independent service contracts up to an encumbrance of \$5,000. The original contract explicitly limits maximum compensation to this amount unless formal, subsequent approval is granted directly by the Napa LAFCO Commission.

Given the complexity of the two pending City of American Canyon applications, staff anticipates that the total billable hours required to shepherd these projects through complete review will exceed the \$5,000 threshold. To prevent disruptions in necessary legal coverage, an extension and corresponding budget authorization from the Commission is proposed.

RPLG has agreed to maintain the current blended rate structure of \$350 per hour. Escalations remain bound to the contract's standard annual adjustment rules (the greater of 5% or the 12-month local Consumer Price Index increase, applied every January 1st). Staff believe extending this agreement is the most efficient and fiscally responsible mechanism to guarantee uninterrupted specialized counsel.

ATTACHMENTS

- 1) Legal Services Agreement with Renne Public Law Group
- 2) Policy on Executive Officer Purchasing Authority

Rubin E. Cruse, Jr.
Partner
O: 415-848-7200
rcruse@publiclawgroup.com

May 4, 2026

*Via Email: bfreeman@napa.lafco.ca.gov*Brendon Freeman
Executive Officer
Napa Local Agency Formation Commission
1754 2nd St Unit C
Napa, CA 94559**Re: Legal Services Agreement – Local Agency Formation Commission of Napa County**

Dear Mr. Freeman:

Thank you for providing Renne Public Law Group ("RPLG") with the opportunity to provide legal services on behalf of the Local Agency Formation Commission of Napa County ("Napa LAFCO"). We appreciate the opportunity to serve as Napa LAFCO's lawyers and look forward to working with you on this matter.

This letter sets forth our agreement concerning the legal services we will provide and our fee and expense reimbursement arrangements for those services. This agreement creates an attorney-client relationship between Napa LAFCO and RPLG. Please read this entire agreement before signing and returning it to us.

1. **Scope of Engagement.** RPLG will provide legal advice and representation to Napa LAFCO in connection with two pending applications involving the City of American Canyon. Our work is limited to such services. If we agree to provide legal services in additional discrete matters, we will confirm the engagement and bill separately for such services.
2. **Fees and Personnel.** As compensation for our services, our fees will be based on a blended rate of \$350.00 for all attorneys. Rates will generally be increased annually on January 1 by the greater of 5% or the relevant local CPI increase over the prior 12-month period, rounded to the nearest \$5.

I will be the attorney in charge of your matter. However, this agreement retains the legal services of our law firm and not of a particular attorney. If other attorneys are assigned to work on your matter, their time will be billed at the blended rate. In the unlikely event of a dispute over fees, the parties agree that the dispute will be submitted to arbitration pursuant to the California State Bar's Mandatory Fee Arbitration Program. Compensation for the services described in this agreement, inclusive of expenses, is not to exceed \$5,000.00 unless this agreement is approved by the Napa LAFCO Commission.

May 4, 2026

Page 2

3. **Billing and Payment Responsibilities.** RPLG will send monthly statements, which are due within 30 days of receipt. If Napa LAFCO has any questions about an invoice, please promptly telephone or write to me so that we may discuss these matters. Billing is done in 1/10ths of an hour increments.

Billing and payment procedures are outlined in Attachment A

4. **Termination of Services.** Napa LAFCO may terminate RPLG's services at any time by written notice. After receiving such notice, we will cease providing services. RPLG will cooperate with Napa LAFCO in the orderly transfer of all related files and records to Napa LAFCO's new counsel.

RPLG may terminate its services for any reason upon reasonable written notice, consistent with the Rules of Professional Conduct. If we terminate our services, you agree to execute a substitution of attorneys promptly and otherwise cooperate in effecting that termination.

Termination of our services, whether by you or by us, will not relieve the obligation to pay for services rendered and costs incurred before our services formally ceased.

5. **No Guarantee of Outcome.** Any comments made by us about the potential outcome of this matter are expressions of opinion only and are not guarantees or promises about any outcome or results.
6. **Governing Law.** This agreement shall be governed by and construed in accordance with the laws of the State of California.
7. **Entire Agreement; Full Understanding; Modifications in Writing.** This letter contains our entire agreement about our representation. Any modifications or additions to this letter agreement must be made in writing.
8. **Joint Representation.** Our firm maintains Of Counsel agreements with certain legal specialists. Because these individuals are deemed independent contractors under the applicable provisions of the tax laws and not employees of the firm, it is necessary that you consent to dual representation by the firm and the specialist in the event the matter that you have engaged us to handle requires the use of that specialist. This arrangement has no effect whatsoever on the cost of your legal services; rather it is an ethical requirement that we disclose this fact and that you consent. You are consenting by signing this letter.
9. **Conflicts.** As you know, RPLG represents numerous public agencies, nonprofits and private clients throughout California. It is inevitable that certain clients might have certain objectives and policies that are not shared by other clients. For example, a city may support proposed legislation, while another city may be opposed to it.

May 4, 2026

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Napa LAFCO recognizes this reality, acknowledges that this sort of policy disagreement may occur, and agrees that it will not assert a legal conflict of interest based on these types of policy or legislative disagreements. Nothing in this paragraph shall be construed to diminish or override RPLG's duty to adhere to the Rules of Professional Responsibility, including the rules governing legal conflicts of interest.

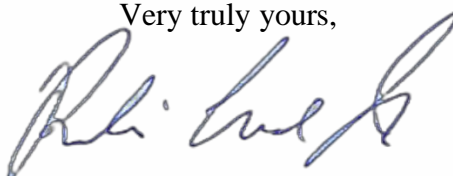
10. **Indemnification.** To the fullest extent permitted by law, RPLG shall indemnify, defend, and save harmless Napa LAFCO, its agents, officers, and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages resulting from RPLG's willful misconduct or negligent acts or omissions, arising from or connected with services performed under this Agreement. RPLG's obligations under this paragraph apply unless it is finally adjudicated that the liability was caused by the negligence or sole willful misconduct of Napa LAFCO. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of Napa LAFCO, then RPLG's obligation under this paragraph shall be reduced in proportion to the established comparative liability.

[Continued on Next Page]

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11. **Insurance.** RPLG shall maintain Professional Liability Insurance that covers the service to be performed in connection with the Agreement in an amount not less than \$2 million.

Very truly yours,



Rubin E. Cruse, Jr.
Partner

Approved:



Jonathan V. Holtzman
Managing Partner

cc: RPLG Billing Department

These terms are accepted and agreed to as of the date of this letter.

Napa Local Agency Formation Commission

Signature: 

Print Name: Brendon Freeman
Title: Executive Officer

May 4, 2026

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ATTACHMENT A

RENNE PUBLIC LAW GROUP STATEMENT OF FEE AND BILLING INFORMATION

The following is a general description of our fee and billing policies. These general policies may be modified by the specific engagement letter or agreement to which this summary is attached.

Professional Fees. Our fees for professional services are based on the fair value of the services rendered. To help us determine the value of our services, our attorneys and paralegals maintain time records for each client and matter. Our attorneys and paralegals are assigned hourly rates which are based on years of experience, specialization, training and level of professional attainment. We adjust our rates periodically (usually at the beginning of each year) to take into account inflation and the increased experience of our professional personnel.

To keep professional fees at a minimum, legal work that does not require more experienced attorneys will be performed, where feasible, by attorneys with lower billing rates. Of course, the quality of the work is paramount, and we do not sacrifice quality to economy.

Before undertaking a particular assignment, we will, if requested, provide you with a fee estimate to the extent possible. Estimates are not possible for some matters, however, and cannot be relied on in many others because the scope of our work will not be clear at the outset. When a fee estimate is given, it is only an estimate; it is not a maximum or minimum fee quotation. The actual fee may be more or less than the quoted estimate.

Billing and Payment Procedures. Unless other arrangements are made at the time of the engagement, invoices will be sent monthly. Invoices for outside services exceeding \$100 may be billed separately. Occasionally, however, we may defer billing for a given month or months if the accrued fees and costs do not warrant current billing or if other circumstances would make it appropriate to defer billing.

Our invoices contain a brief narrative description of the work performed; if requested, the initials of the attorney who performed the work will appear on the statement. The invoice will include a line item reflecting in-house administrative costs. The firm's in-house administrative costs include duplicating, facsimile charges, telephone charges, e-mail, postage, mileage and other administrative expenses.

The Firm charges separately for disbursements to third parties made on the client's behalf. Such costs and disbursements include, for example, the following: travel-related expenses, transcription, overnight delivery, production and messenger services.

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If you have any questions regarding an invoice, the Billing Coordinator or Accounting Manager is available to answer your questions. For any unresolved matters, the Bar Association has an arbitration mechanism that can be used to resolve such matters.



LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY

Budget Policy

(Adopted: August 9, 2001; Last Amended: February 3, 2025)

I. Background

The Cortese-Knox-Hertzberg Local Government Reorganization (CKH) Act of 2000 includes provisions for establishing a budget and for the receipt of funds. [Government Code \(G.C.\) §56381](#) establishes that the Commission shall annually adopt a budget for the purpose of fulfilling its duties under CKH.

II. Purpose

It is the intent of the Commission to adopt a policy for budget purposes which establishes procedures for compiling, adopting and administering the budget. The Commission is committed to providing transparency of its operations including its fiscal activities. The Commission follows recognized accounting principles and best practices in recognition of its responsibility to the public.

III. Preparation of Annual Budget

- A) An annual budget shall be prepared, adopted and administered in accordance with [\(G.C.\) §56381](#).
- B) The Commission should annually consider the Fee Schedule, including any anticipated changes, and Work Program in conjunction with the budget process.
- C) The Commission is committed to ensuring the agency is appropriately funded each fiscal year to effectively meet its prescribed regulatory and planning responsibilities. The Commission is also committed to controlling operating expenses to reduce the financial obligations on the County of Napa, the cities and town, hereafter referred to as the “funding agencies,” whenever possible and appropriate.
- D) The budget shall include an undesignated/unreserved fund balance equal to 10% of annually budgeted operating expenses.
- E) The Commission shall establish an ad-hoc budget committee at the last meeting of each calendar year comprising of two Commissioners which will terminate with the adoption of the final budget. Commissioners appointed to a budget committee shall receive a regular per diem payment for each meeting attended.
- F) The adopted final budget should be posted on the Commission’s website for public viewing for a minimum of five years.
- G) The Executive Officer shall provide quarterly budget reports to the Commission for informational purposes.

IV. Budget Contributions and Collection of Funds

[G.C. §56381](#) establishes that the Commission shall adopt annually a budget for the purpose of fulfilling its duties under CKH. It further establishes that the County Auditor shall apportion the operating expenses from this budget in the manner prescribed by [G.C. §56381\(b\)](#), or in a manner mutually agreed upon by the agencies responsible for the funding of the Commission's budget [G.C. §56381\(c\)](#) states that:

After apportioning the costs as required in subdivision (b), the auditor shall request payment from the Board of Supervisors and from each city no later than July 1 of each year for the amount that entity owes and the actual administrative costs incurred by the auditor in apportioning costs and requesting payment from each entity. If the County or a city does not remit its required payment within 60 days, the Commission may determine an appropriate method of collecting the required payment, including a request to the auditor to collect an equivalent amount from the property tax, or any fee or eligible revenue owed to the County or city. The auditor shall provide written notice to the County or city prior to appropriating a share of the property tax or other revenue to the Commission for the payment due the Commission pursuant to this section.

It is the intent of the Commission that all agencies provide the costs apportioned to them from the LAFCO budget. Pursuant to [G.C. §56381\(c\)](#), the policy of the Commission is:

- A) If the County or a city or a town does not remit its required payment within 45 days of the July 1 deadline, the County Auditor shall send written notice to the agency in question that pursuant to [G.C. §56381\(c\)](#) and this policy, the Auditor has the authority to collect the amount of the Commission's operating expenses apportioned to that agency after 60 days from the July 1 deadline.
- B) If the County or a city or a town does not remit its required payment within 60 days of the July 1 deadline, the County Auditor shall collect an amount equivalent to the cost apportioned to that agency from the property tax owed to that agency, or some other eligible revenue deemed appropriate or necessary by the County Auditor. The County Auditor shall send written notice of the action taken to the agency and to the Commission.

V. Executive Officer Purchasing and Budget Adjustment Authority

Pursuant to [G.C. §56380](#), the Commission shall make its own provision for necessary quarters, equipment, supplies, and services. The associated operating costs are provided for through the Commission's adoption of its annual budget in the manner prescribed in [G.C. §56381](#).

It is the intent of the Commission to charge the LAFCO Executive Officer with the responsibility and authority for coordinating and managing the procurement of necessary quarters, equipment, supplies, and services, and to adjust the annual budget as necessary under certain circumstances. The policy of the Commission is:

- A) The Executive Officer is charged with the responsibility and authority for coordinating and managing the procurement of necessary quarters, equipment, supplies, and services in accordance with applicable laws, regulations and policies.
- B) The Executive Officer is authorized to act as the agent for LAFCO in procuring necessary quarters, equipment, supplies, and services.
- C) Only the Commission itself or the Executive Officer may commit LAFCO funds for the purchase of any necessary quarters, equipment, supplies, or services for LAFCO use.
- D) The Executive Officer is delegated purchasing authority on behalf of LAFCO for necessary quarters, equipment, supplies, and services not to exceed \$5,000 per transaction. The Commission must approve any purchase of necessary quarters, equipment, supplies, and services that exceed the monetary limits set forth in this policy.
- E) Following review and approval by the Chair, the Executive Officer is authorized to make adjustments and administrative corrections to the budget without Commission action provided the adjustments and corrections are within the total budget allocations adopted by the Commission and within the same budget category pursuant to [Revenue and Taxation Code §29125](#).
- F) Following review and approval by the Chair, the Executive Officer is authorized to adjust the budget for purposes of carrying over to the new fiscal year any encumbered funds that have been approved by the Commission in a prior fiscal year and involve unspent balances. Said funds include committed contracts for services that were not completed in the prior fiscal year and must be re-encumbered by way of a budget adjustment in the new fiscal year.



Local Agency Formation Commission of Napa County
Subdivision of the State of California

1754 Second Street, Suite C
Napa, California 94559
Phone: (707) 259-8645
www.napa.lafco.ca.gov

We Manage Local Government Boundaries, Evaluate Municipal Services, and Protect Agriculture

Agenda Item 7d (Consent/Action)

TO: Local Agency Formation Commission

FROM: Brendon Freeman, Executive Officer *BF*

MEETING DATE: June 1, 2026

SUBJECT: Approval of Contract Amendment with AP Triton for the Countywide Fire and Emergency Medical Services Municipal Service Review

SUMMARY AND RECOMMENDATION

This is a consent item for formal action. Accordingly, if interested, the Commission is invited to pull this item for additional discussion with the concurrence of the Chair.

It is recommended that the Commission authorize the Chair to sign an amendment to the professional services agreement for consultant services with AP Triton LLC to increase the maximum compensation amount from \$143,718 to \$158,090, representing a difference of \$14,372.

The Commission contracted with AP Triton LLC on December 7, 2023 to complete a comprehensive Countywide Fire and Emergency Medical Services Municipal Service Review (MSR). The existing contract is included as Attachment 1.

As the administrative draft MSR nears completion, the County of Napa formally submitted a request on February 26, 2026, included as Attachment 2, to expand the evaluation window. The County's request is for the study incorporate updated operational, technological, and financial data up to December 31, 2025. Currently, the study relies on baseline datasets from 2022 and 2023 for the local fire agencies throughout Napa County. More recent data will serve all subject agencies with respect to the Commission capturing a more accurate, real-time overview of how local fire agencies are addressing evolving challenges related to fire prevention and protection as well as emergency medical response. Other subject agencies were contacted and concur with the request.

The Commission's fiscal year 2025-26 budget already includes adequate undesignated funds within the consulting services expenditure account to cover the recommended maximum compensation increase of \$14,372 without requiring a budget adjustment. Staff believes this is an appropriate allocation of the Commission's budgeted, but unspent, financial resources. Staff therefore recommends authorizing the Chair to sign a contract amendment with AP Triton.

ATTACHMENTS

- 1) Professional Services Agreement with AP Triton LLC
- 2) Request Letter from County of Napa

Beth Painter, Chair
Councilmember, City of Napa

Paul Dohring, Commissioner
Councilmember, City of St. Helena

David Oro, Alternate Commissioner
Councilmember, City of American Canyon

Belia Ramos, Vice Chair
County of Napa Supervisor, 5th District

Anne Cottrell, Commissioner
County of Napa Supervisor, 3rd District

Joelle Gallagher, Alternate Commissioner
County of Napa Supervisor, 1st District

Jeffrey Crosswhite, Commissioner
Representative of the General Public

Eve Kahn, Alternate Commissioner
Representative of the General Public

Brendon Freeman
Executive Officer

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES**

(LAFCO of Napa County /AP Triton, LLC)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the Local Agency Formation Commission of Napa County, a subdivision of the State of California (“LAFCO”), and AP Triton, a Wyoming Limited Liability Company registered to do business in the State of California, (“Consultant”) (collectively, “parties”).

2. RECITALS

- 2.1. LAFCO has determined that it requires the following professional services from a consultant: Countywide Fire and Emergency Medical Services (EMS) Municipal Service Review (MSR) and Sphere of Influence (SOI) Reviews.
- 2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3. Consultant represents that it has no known relationships with third parties, LAFCO Commission members, or employees of LAFCO which would (1) present a conflict of interest with the rendering of services under this Agreement under California Government Code section 1090, the Political Reform Act (Government Code section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.
- 2.4. LAFCO has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant shall perform in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant’s work by LAFCO shall not operate as a waiver or release. Consultant represents and warrants to LAFCO that (a) it has all licenses, permits, qualifications, insurance and approvals of whatever nature which are legally required for Consultant to practice its profession, and (b) it shall, at its sole cost, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for Consultant to practice its profession. Consultant shall

indemnify and hold harmless LAFCO, its officers, agents, employees and volunteers from and against any and all claims or expenses caused or occasioned directly or indirectly by Consultant's failure to so perform.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, LAFCO and Consultant agree as follows:

3. DEFINITIONS

- 3.1. "Scope of Services": Such professional services as are set forth in Consultant's September 8, 2023 proposal to LAFCO attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. "Agreement Administrator": The Agreement Administrator for this project is Brendon Freeman, Executive Officer. The Agreement Administrator shall be the principal point of contact at the LAFCO for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. LAFCO reserves the right to change this designation upon written notice to Consultant.
- 3.3. "Approved Fee Schedule": Consultant's compensation rates are set forth in the fee schedule attached hereto as Exhibit A and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. "Maximum Amount": The highest total compensation and costs payable to Consultant by LAFCO under this Agreement. The Maximum Amount under this Agreement is One Hundred Forty Three Thousand Seven Hundred and Eighteen Dollars (\$143,718.00).
- 3.5. "Commencement Date": Upon execution of Agreement.
- 3.6. "Termination Date": Upon approval and adoption of Final Municipal Service Review & Sphere of Influence Study, by LAFCO Commission.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 16 ("Termination") below. Consultant may request extensions

of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by LAFCO in writing and incorporated in written amendments to this Agreement.

5. CONSULTANT'S DUTIES

- 5.1. **Services.** Consultant shall perform the services identified in the Scope of Services. LAFCO shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.2. **Coordination with LAFCO.** In performing services under this Agreement, Consultant shall coordinate all contact with LAFCO through its Agreement Administrator. All changes and/or extra work shall be performed and paid for in accordance with the following:
 - 5.2.1. Only the LAFCO Executive Officer or Commission may authorize extra and/or changed work. Consultant expressly recognizes that other LAFCO personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Consultant to secure the Commission's or LAFCO Executive Officer's authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Consultant thereafter shall be entitled to no compensation whatsoever for performance of such work.
 - 5.2.2. If Consultant is of the opinion that any work s/he has been directed to perform is beyond the scope of this Agreement and constitutes extra work, s/he shall promptly notify LAFCO of the fact. LAFCO shall make a determination as to whether or not such work is, in fact, beyond the scope of this Agreement and constitutes extra work. In the event that LAFCO determines that such work does constitute extra work, it shall provide extra compensation to Consultant on a fair and equitable basis. A Supplemental Agreement providing for such compensation for extra work shall be negotiated between LAFCO and Consultant. Such Supplemental Agreement shall be executed by Consultant and be approved by the LAFCO Executive Director.
 - 5.2.3. In the event LAFCO determines that such work does not constitute extra work, Consultant shall not be paid extra compensation above that provided herein and if such determination is made by LAFCO staff, said determination may be appealed to the LAFCO Commission as long as a

written appeal is submitted to the LAFCO Executive Director within five (5) days after the staff's determination is received by Consultant. Said written appeal shall include a description of each and every ground upon which Consultant challenges the staff's determination. The LAFCO Executive Director's or Commission's decision shall be final.

- 5.3. **Budgetary Notification.** Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.
- 5.4. **Business License.** Consultant shall obtain and maintain in force a LAFCO business license for the duration of this Agreement.
- 5.5. **Professional Standards.** Consultant shall perform all work to the highest standards of Consultant's profession and in a manner reasonably satisfactory to LAFCO. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict-of-interest provisions of California Government Code section 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 5.6. **Campaign Contributions.** This Agreement is subject to Government Code section 84308, as amended by Senate Bill 1439. Consultant shall disclose any contribution to an elected or appointed LAFCO official's campaign or committee in an amount of more than two hundred fifty dollars (\$250) made within 12 months preceding the Commencement Date, by Consultant, its, her, or his agent, or another party affiliated with Consultant. Consultant shall provide a signed copy of the attached Campaign Contribution Disclosure Form to LAFCO prior to, or concurrent with, Consultant's execution of this Agreement and no later than the Commencement Date.
- 5.7. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, LAFCO may consent in writing to Consultant's performance of such work.
- 5.8. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such

- services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Kurt Latipow shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without LAFCO's prior written consent.
- 5.9. **Prevailing Wages.** This Agreement is subject to the Prevailing Wage Laws, as more fully set forth in Section 8 (Prevailing Wages), for all work performed under this Agreement for which the payment of prevailing wages is required under state law. In particular, Consultant acknowledges that prevailing wage determinations are available for work performed under this Agreement.
- 5.10. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to LAFCO that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of LAFCO. If LAFCO and Consultant cannot agree as to the substitution of key personnel, LAFCO may terminate this Agreement for cause.
- 5.11. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary, if any, for Consultant's performance of this Agreement including, but not limited to, professional licenses and permits.
- 5.12. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subconsultant. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.13. **Inspection Services.** In the event Consultant will perform inspection services, LAFCO or authorized representatives of LAFCO shall have the right to inspect the work of such services whenever such representatives may deem such inspection to be desirable or necessary. Inspections by LAFCO do not in any way relieve or minimize the responsibility of Consultant to conduct the inspections Consultant has expressly agreed to perform pursuant to this agreement. Consultant shall be solely liable for said inspections performed by Consultant. Consultant shall certify in writing to LAFCO as to the completeness and acceptability of each inspection of improvement or construction which Consultant agrees to inspect hereunder.
- 5.14. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to

charges for services or expenditures and disbursements charged to LAFCO under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of LAFCO. In addition, pursuant to California Government Code section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of LAFCO or as part of any audit of LAFCO, for a period of three (3) years after final payment under this Agreement.

6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to LAFCO for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subconsultants shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit A. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.
- 6.4. **Compensation for Subconsultants.** LAFCO shall pay Consultant for work performed by its subconsultants, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit A. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subconsultants performing services under this Agreement. LAFCO shall not be liable for any payment, compensation, or federal and state taxes for any subconsultants.

7. COMPENSATION

- 7.1. **General.** LAFCO agrees to compensate Consultant for the services provided under this Agreement and Consultant agrees to accept payment in accordance with the Approved Fee Schedule, Exhibit A in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by LAFCO in advance.

- 7.2. **Invoices.** Consultant shall submit to LAFCO an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. Invoice detail requirements are more particularly described in Exhibit A.
- 7.3. **Taxes.** LAFCO shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by LAFCO through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of LAFCO.
- 7.6. **LAFCO Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until LAFCO is satisfied that the services are satisfactory.
- 7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, LAFCO shall have the right to withhold payments under this Agreement to offset that amount.

8. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects including, but not limited to, the design and preconstruction phases of a covered public works project. Consultant shall defend, indemnify, and hold LAFCO, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

9. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material, including without limitation copies thereof, digital originals, and digital copies (“written products” herein) developed by Consultant in the performance of this Agreement shall be and remain the property of LAFCO without restriction or limitation upon its use or dissemination by LAFCO except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

10. RELATIONSHIP OF PARTIES

- 10.1. **General.** Consultant is, and shall at all times remain as to LAFCO, a wholly independent contractor.
- 10.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of LAFCO or otherwise to act on behalf of LAFCO as an agent. Consultant, its officers, employees and agents shall not have any power to bind or commit LAFCO to any decision or course of action, and Consultant, its officers, employees and agents shall not represent to any person or party that it or they are acting as agents of LAFCO or that it or they have the power to bind or commit LAFCO. Neither LAFCO nor any of its agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of LAFCO.
- 10.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to LAFCO as an employer. Consultant shall not be entitled to any benefits. LAFCO makes no representation as to the effect of this independent contractor relationship on Consultant’s previously earned California Public Employees Retirement System (“CalPERS”) retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation, and other applicable federal and state taxes.
- 10.4. **Indemnification of CalPERS Determination.** In the event that Consultant or any employee, agent, or subconsultant of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of LAFCO, Consultant shall indemnify, defend, and hold harmless LAFCO for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of LAFCO.

11. INDEMNIFICATION

- 11.1. **Definitions.** For purposes of this Section 11, “Consultant” shall include Consultant, its officers, employees, servants, agents, or subconsultants, or anyone directly or indirectly employed by either Consultant or its subconsultants, in the performance of this Agreement. “LAFCO” shall include LAFCO, its officers, agents, employees and volunteers.
- 11.2. **Consultant to Indemnify LAFCO.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend LAFCO from and against any and all claims, losses, costs, liability or expenses for any personal injury or property damage where the same arise out of, are in connection with, are a consequence of, or are in any way attributable to, in whole or in part, (i) Consultant’s alleged negligence, recklessness or willful misconduct, (ii) other wrongful acts, errors or omissions of Consultant, or (iii) Consultant’s performance under this Agreement or failure to comply with any provision in this Agreement. LAFCO’s right to indemnity under this Agreement shall arise immediately upon the occurrence of the event giving rise to the indemnified liability. LAFCO shall be entitled to a defense under this Agreement immediately upon the institution of a claim or action that is covered by this indemnity, even though liability for said claim or action has not yet been determined at the time the duty to defend LAFCO hereunder has arisen.
- 11.3. **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person. Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify LAFCO for such loss or damage as is caused by the active negligence, sole negligence, or willful misconduct of LAFCO.
- 11.4. **Attorneys’ Fees.** Such costs and expenses shall include reasonable attorneys’ fees for counsel of LAFCO’s choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys’ fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 11.4.1. Attorneys’ Fees in Enforcing Indemnity.** Attorneys’ fees and litigation expenses incurred in any action brought to enforce the indemnification provision set forth herein shall be recoverable by the prevailing party.
- 11.5. **Defense Deposit.** LAFCO may request a deposit for defense costs from Consultant with respect to a claim. If LAFCO requests a defense deposit, Consultant shall provide it within 15 days of the request.

- 11.6. **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to LAFCO.
- 11.7. **Indemnification by Subconsultants.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subconsultant or any other person or entity involved in the performance of this Agreement on Consultant's behalf.
- 11.8. **Insurance Not a Substitute.** LAFCO does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

12. INSURANCE

- 12.1. **Insurance Required.** Consultant shall maintain insurance as described in this Section and shall require all of its subconsultants, consultants, and other agents to do the same. Approval of the insurance by LAFCO shall not relieve or decrease any liability of Consultant. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 12.2. **Documentation of Insurance.** LAFCO will not execute this Agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive Consultant's obligation to provide them. Consultant shall file with LAFCO:
- Certificate of Insurance, indicating companies acceptable to LAFCO, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference Countywide Fire and Emergency Medical Services (EMS) Municipal Service Review (MSR) and Sphere of Influence (SOI) Reviews.
 - Documentation of Best's rating acceptable to the LAFCO.
 - Original endorsements effecting coverage for all policies required by this Agreement.
- 12.3. **Coverage Amounts.** Insurance coverage shall be at least in the following minimum amounts:

- Professional Liability Insurance: \$3,000,000 per occurrence,
\$3,000,000 aggregate
- General Liability:
 - General Aggregate: \$4,000,000
 - Products Comp/Op Aggregate \$1,000,000
 - Personal & Advertising Injury \$1,000,000
 - Each Occurrence \$2,000,000
 - Fire Damage (any one fire) \$ 50,000
 - Medical Expense (any 1 person) \$ 5,000
- Excess Liability: \$2,000,000 per occurrence
and aggregate
- Workers' Compensation:
 - Workers' Compensation Statutory Limits
 - EL Each Accident \$1,000,000
 - EL Disease - Policy Limit \$1,000,000
 - EL Disease - Each Employee \$1,000,000

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.

12.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than Insurance Services Office (ISO) Form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.

12.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of section 3700 of the California Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.

- 12.6. **Liability Insurance.** Covered vehicles shall include all vehicles used in connection with the performance of this Agreement, including owned, non-owned, and hired automobiles and trucks using ISO Business Auto Coverage form CA 00 01 (or equivalent).
- 12.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement. In the event Consultant's policy is a "claims made" policy only covering those claims made during the policy period, then Consultant agrees to maintain the professional liability insurance required hereunder and with respect to this project in effect for at least three (3) years after acceptance of the work.
- 12.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 12.9. **Additional Insured Endorsements.** LAFCO, its Commissioners, officials, officers, and employees must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker's Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. The LAFCO must be named as an additional insured for Auto Insurance policies for ongoing operations. Consultant's insurance policies shall be primary as respects any claims related to or as the result of Consultant's work. Any insurance, pooled coverage or self-insurance maintained by LAFCO, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.

- 12.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and Consultant does not furnish a new certificate of insurance prior to cancellation, LAFCO has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due Consultant under this Agreement. Failure of Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this Section, shall constitute a material breach of this Agreement.
- 12.11. **Notices.** Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: LAFCO of Napa County, Attn: Brendon Freeman, 1754 Second Street, Suite C, Napa, CA 94559.
- 12.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to LAFCO. Any insurance or self-insurance maintained by LAFCO and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against LAFCO. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 12.14. **Report of Claims to LAFCO.** Consultant shall report to LAFCO, in addition to Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to LAFCO. LAFCO may require Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, LAFCO must approve all such amounts prior to execution of this Agreement.

LAFCO has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and

deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein are subject to LAFCO's approval.

- 12.16. **Duty to Defend and Indemnify.** Consultant's duties to defend and indemnify LAFCO under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration or termination of this Agreement.

13. MUTUAL COOPERATION

- 13.1. **LAFCO Cooperation in Performance.** LAFCO shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 13.2. **Consultant Cooperation in Defense of Claims.** If any claim or action is brought against LAFCO relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that LAFCO may require in the defense of that claim or action.

14. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and LAFCO's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing); or (iii) the day of delivery if emailed to the email address listed below and simultaneously deposited in the U.S. mail, postage prepaid, to the address(es) listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to LAFCO

Brendon Freeman, Executive Officer
LAFCO of Napa County
1754 Second Street, Suite C
Napa, CA 94559
Telephone: 707-259-8645

Email: bfreeman@napa.lafco.ca.gov

If to Consultant:

Kurt Henke
AP Triton, LLC
1309 Coffeen Avenue, Suite 3178
Telephone: 833-251-5834
Email: khenke@aptriton.com

With courtesy copy to:

Gary B. Bell
LAFCO Counsel
Colantuono, Highsmith & Whatley, PC
333 University Avenue, Suite 200
Sacramento, CA 95825
Phone (916) 400-0370
Email: gbell@chwlaw.us

15. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 5.14 (Records), Section 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnification), Section 12.8 (Claims-Made Policies), Section 13.2 (Consultant Cooperation in Defense of Claims), and Section 18.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

16. TERMINATION

- 16.1. **LAFCO Termination.** LAFCO may, in its sole and unfettered discretion and without cause, terminate this Agreement at any time prior to completion by Consultant of the services required. Notice of Termination of this Agreement shall be given in writing to Consultant and shall be sufficient and complete when same is emailed to Consultant and simultaneously deposited in the United States mail postage prepaid and certified, addressed as set forth in Section 14 of this Agreement. The Agreement shall be terminated upon receipt of the Notice of Termination by Consultant. If LAFCO should terminate this Agreement, Consultant shall be compensated for all work satisfactorily performed prior to time of receipt of termination notice, and shall be compensated for materials ordered by Consultant or his/her employees, or services of others ordered by Consultant or his/her employees prior to receipt of Notice of Termination whether or not such materials or final instruments of services of others have actually been delivered, provided that Consultant or its employees are not able to cancel such orders for materials or services of others. Compensation for Consultant in the event of termination by LAFCO shall be determined by the Executive Officer in accordance with the percentage of project completed. In the event that this Agreement is terminated pursuant to this Section 16.1, Consultant shall not be entitled to any additional compensation over that provided herein; nor shall Consultant be entitled to payment for any alleged damages or injuries (including lost opportunity damages) purportedly caused by the termination of this Agreement by LAFCO pursuant hereto.

- 16.2. **Consultant Termination.** Consultant may terminate this Agreement upon thirty (30) days written notice to LAFCO only for good cause. Consultant's written notice of termination shall contain a full explanation of the facts and circumstances constituting good cause. In the event of termination, all notes, sketches, computations, drawings and specifications, or other data, whether complete or not, produced through the time of LAFCO's last payment shall be relinquished to LAFCO. LAFCO may, at its own expense, make copies or extract information from any such notes, sketches, computations, drawings, and specifications, or other data whether complete or not.
- 16.3. **Consultant Failure to Perform.** Should Consultant fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, LAFCO may terminate this Agreement by giving written notice of such termination, stating the reasons for such termination in such event. Consultant shall be compensated as above, provided, however, there shall be deducted from such amount the amount of damage if any, sustained by LAFCO by virtue of Consultant's breach of this Agreement.
- 16.4. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. LAFCO shall have the benefit of such work as may have been completed up to the time of such termination.
- 16.5. **Remedies.** LAFCO retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between LAFCO and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations here from shall be effective and binding only if made in writing and executed on by LAFCO and Consultant.

- 17.3. **Headings.** The headings and captions appearing at the commencement of the Sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the Section or Subsection thereof at the head of which it appears, the language of the Section or Subsection shall control and govern in the construction of this Agreement.
- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting.

18. GENERAL PROVISIONS

- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by LAFCO. LAFCO shall grant such consent if disclosure is legally required. All LAFCO data shall be returned to LAFCO upon the termination or expiration of this Agreement except as noted in Sections 5 and 9, above.
- 18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultant to file, a Statement of Economic Interest with LAFCO's Filing Officer if required under state law in the performance of the services. For breach or violation

- of this warranty, LAFCO shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of LAFCO, during the term of his or her service with LAFCO, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without LAFCO's prior written consent, and any attempt to do so shall be void and of no effect. LAFCO shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.
- 18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by LAFCO or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by LAFCO or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in LAFCO's sole judgment, that such

- failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 18.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, each party shall pay its own costs, including any accountants' and attorneys' fees expended in the action.
- 18.12. **Venue.** The venue for any litigation shall be in the Superior Court of California for the County of Napa. Consultant hereby consents to jurisdiction in that court for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 18.13. **Counterparts; Electronic Signatures.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.

[Signatures on following page]

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“LAFCO”
Local Agency Formation Commission of
Napa County

By: _____
Signature

Printed: _____

Title: _____

Date: _____

“Consultant”
AP Triton, LLC

By: _____
Signature

Printed: _____

Title: _____

Date: _____

Approved as to form:

By: _____
Gary B. Bell, LAFCO Counsel

CAMPAIGN CONTRIBUTION DISCLOSURE PROVISIONS

LAFCOs are subject to the campaign disclosure provisions detailed in Government Code section 84308.

Please carefully read the following information to determine if the provisions apply to you. If you determine that the provisions are applicable, this Campaign Disclosure Form must be completed and returned to the LAFCO with your application.

1. No LAFCO Commissioner shall accept, solicit, or direct a contribution of more than \$250 from any party¹ or party's agent² during the pendency of your application and for 12 months after the date a final decision is rendered by the LAFCO. This prohibition commences when your application has been filed or the proceeding is otherwise initiated.
2. A party to a LAFCO proceeding shall disclose on the record of the proceeding any contribution of more than \$250 made to any Commissioner by the party or party's agent during the 12 months preceding the proceeding. No party or party's agent to a LAFCO proceeding shall make a contribution to a Commissioner while the application is pending, during the proceeding, and for 12 months following the date a final decision is rendered by the LAFCO.
3. Prior to considering your application, any Commissioner who received a contribution of more than \$250 within the 12 months preceding the commencement of the proceedings on your application from any party or party's agent, shall disclose that fact on the record of the proceeding and shall be disqualified from participating in the proceeding. However, if any Commissioner receives a contribution that otherwise would require disqualification and returns the contribution within 30 days of knowing about the contribution and the relevant proceeding, that Commissioner shall be permitted to participate in the proceeding.

To determine whether a campaign contribution of more than \$250 has been made by you or your agent to a Commissioner within the preceding 12 months, all contributions made by you or your agent during that period must be aggregated.

¹ "Party" is defined as any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.

² "Agent" is defined as a person who represents a party in connection with a proceeding. If an individual acting as an agent also is acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar entity or corporation, both the individual and the entity or corporation are agents. When a closed corporation is a party to a proceeding, the majority shareholder is subject to these provisions.

Names of current LAFCO Commissioners are available on the LAFCO’s website. If you have questions about Government Code section 84308, FPPC regulations, or the Campaign Disclosure Form, please contact the LAFCO Clerk.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

(a) Application for:

- License
- Permit
- Franchise
- Mills Act or Development Agreement
- Contract (Professional Services, Construction Services, Maintenance, Public Works, etc.)
- Lease
- Other Entitlement³

Name and address of any party or party’s agent who has contributed more than \$250 to any Commissioner within the preceding 12 months. If none, write in “none:”

1. _____
2. _____
3. _____

(b) Date and amount of Contribution:

Date: _____ Amount: \$ _____

Date: _____ Amount: \$ _____

Date: _____ Amount: \$ _____

(c) Name of Commissioner to whom contribution was made:

1. _____
2. _____

³ “License, permit or other entitlement for use” means all business, professional, trade, and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts) and all franchises.

3. _____

(d) I certify that the above information is true and correct to the best of my knowledge.

Name: _____

Signature: _____

Date: _____ Phone: _____

To be completed by LAFCO:

Application No.: _____

WORKER’S COMPENSATION INSURANCE ACKNOWLEDGEMENT

I am aware of the provisions of section 3700 of the California Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. If any class of employees engaged in work under this contract at the site of the Project is not protected under any Worker’s Compensation law, Consultant shall provide and shall cause each subconsultant to provide adequate insurance for the protection of employees not otherwise protected. Consultant shall indemnify and hold harmless LAFCO for any damage resulting from failure of either Consultant or any subconsultant to take out or maintain such insurance.

Date: _____

Signature

Printed Name

Title

EXHIBIT A
(Scope of Services)
AP Triton Proposal



1309 Coffeen Avenue, Suite 3178 • Sheridan, WY 82801 • 833.251.5824 • www.aptriton.com

September 8, 2023

Brendon Freeman, Executive Officer
Napa LAFCO
1754 Second Street, Suite C
Napa, California 94559-2450

RE: Proposal for Municipal Service Review and Sphere of Influence Update for Napa County's Fire and Emergency Medical Services

Dear Mr. Freeman:

I am pleased to submit AP Triton's comprehensive proposal for the Municipal Service Review (MSR) and Sphere of Influence (SOI) Update of Napa County's Fire and Emergency Medical Services. We recognize the multifaceted nature of this significant project and are committed to delivering an exceptional report outfitted with actionable recommendations.

We understand the project entails extensive data collection and stakeholder involvement, including Fire Protection Agencies like Napa County Fire, American Canyon Fire Protection District, and others, along with EMS Provider, American Medical Response (AMR).

Having previously completed three Master Plans for other Napa County agencies, including Napa City Fire Department, Napa County Fire Department, and American Canyon Fire Protection District, our team already has a significant background in and contribution to the County's fire and emergency medical services. Therefore, we are uniquely positioned to offer a comprehensive, timely, and insightful MSR and SOI study.

We are excited about the prospect of working with you to improve Napa County's Fire and Emergency Medical Services through this MSR and SOI study. We firmly believe that our expertise, commitment to excellence, and collaborative approach make us the ideal partner for this important undertaking. If awarded this project, we will assign Kurt Latipow, Vice President of Operations, as the project manager. If you have any questions at all, please do not hesitate to contact Mr. Latipow at klatipow@aptriton.com or 530.306.1382.



1309 Coffeen Avenue, Suite 3178 • Sheridan, WY 82801 • 833.251.5824 • www.aptriton.com

We sincerely appreciate your consideration of our proposal and look forward to the opportunity to contribute to the success of this vital project.

Respectfully,

A handwritten signature in black ink, appearing to read "Kurt P. Henke", is written over a light blue horizontal line.

Kurt P. Henke
Principal/Managing Partner

Attachment
cc: Kurt Latipow



Napa LAFCO
California

Proposal to conduct a

FIRE & EMS

Municipal Service Review & Sphere of Influence Update

September 2023



AP TRITON
VISION · INNOVATION · SOLUTIONS

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PROJECT UNDERSTANDING

AP Triton recognizes the imperative need for a thorough, impartial, and actionable Municipal Service Review (MSR) and Sphere of Influence (SOI) study for Napa County's Fire and Emergency Medical Services. We understand that Napa LAFCO aims to evaluate the current capabilities, service levels, and governance structures in order to provide a framework for the sustainable, efficient, and effective delivery of critical public safety services.

Our team is keenly aware of the multifaceted nature of this project, which requires extensive data collection from multiple local agencies and stakeholders. From collecting financial documents to soliciting community and stakeholder input, each step is crucial in constructing a comprehensive picture of existing services and future needs. We also understand the need for careful and ongoing communication with Napa LAFCO staff and other affected agencies throughout the project.

These agencies and key stakeholders include:

Fire Service Providers:

- Fire Protection Agencies:
 - County of Napa Fire
 - American Canyon Fire Protection District
 - City of Calistoga Fire Department
 - City of Napa Fire Department
 - City of St. Helena Fire Department
- Fire Protection Provided by County of Napa Fire Contract:
 - Town of Yountville
 - Volunteer Fire Stations:
 - Carneros Station 10
 - Soda Canyon Fire Station 13
 - Capell Valley Fire Station 14
 - Rutherford Fire Station 15
 - Dry Creek/Lokoya Fire Station 16
 - Angwin Fire Station 18

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- Pope Valley Fire Station 20
- Deer Park Fire Station 21
- Gordon Valley Station 22

- Fire Prevention Organizations

- Napa Communities Firewise Foundation
- Napa Fire Safe Councils: 33 Fire Safe Councils

Fire Based Emergency Medical Service (EMS) Provider

- American Medical Response (AMR) contract

Moreover, we recognize the significance of compliance with national standards and state laws, as well as alignment with local Napa LAFCO policies. We know that a successful MSR/SOI process is one that not only meets but exceeds the guidelines and standards set forth by governing bodies, leveraging best practices to achieve superior outcomes.

AP Triton is committed to delivering a report that is not just a tick-box exercise, but a strategic document outfitted with actionable recommendations. Our goal is to provide a framework that paves the way for continuous improvement in public safety services, grounded in innovative thinking and data-driven decision-making.

We believe our approach resonates strongly with Napa LAFCO's objectives. By integrating our broad expertise in fire service, EMS, and public safety consulting, we are uniquely positioned to offer a comprehensive, timely, and insightful MSR and SOI study.

QUALIFICATIONS, BUDGET COMPLIANCE, & TIMELINESS

At AP Triton, we provide an unparalleled level of expertise and a proven track record in delivering comprehensive solutions in the public safety sector. Established in 2014, our team has successfully executed numerous projects directly aligned with the scope and complexities of the MSR and SOI studies. This includes Municipal Service Reviews and Sphere of Influence Updates, Master and Strategic Plans, and Community Risk Assessments, among other initiatives. We pride ourselves on our commitment to innovative thinking and creative problem-solving.

QUALIFICATIONS TO PERFORM THE WORK

Expertise: Our consultants have specialized competencies in fire protection and emergency medical services, underpinned by an in-depth understanding of California state laws and national standards like NFPA 1710 and NFPA 1720.

Multidisciplinary Team: Our consultants offer a rich blend of skills including governmental organization analysis, budget projections, stakeholder facilitation, and public information dissemination.

Custom Solutions: We prioritize tailored strategies that promote long-term success, which is achieved by taking the time to understand our client's specific issues and needs.

BUDGET COMPLIANCE

Cost-Efficiency: Over the years, we have consistently delivered high-quality results within the budget constraints of our clients. We employ a stringent internal budget monitoring process to ensure fiscal discipline throughout the project life cycle.

MEETING DEADLINES

Timely Deliveries: AP Triton estimates a 12-month timeline for the successful completion of the MSR and SOI studies for Napa LAFCO, contingent upon receiving all required information for a comprehensive analysis.

Regular Updates: We are committed to delivering high-quality, actionable insights within the timeframe while maintaining open communication and collaboration with involved agencies.

AP Triton stands committed to providing an efficient, cost-effective, and high-quality MSR and SOI study for Napa LAFCO, executed within the agreed-upon timeframe and budget.

ESTIMATED PROJECT TIMELINE

Given our extensive background in delivering complex projects in the public safety domain, we project a timeline of 11–12 months for the successful completion of the MSR and SOI studies for Napa LAFCO. This timeline takes into account the scope of data collection, stakeholder outreach, analysis, and report drafting, among other tasks.

It is essential to emphasize that **the official timeline will commence only upon AP Triton's receipt of all necessary information and data. This ensures that our analysis is both thorough and accurate.**

While we propose an 11–12-month timeframe, our commitment to timeliness is unwavering. We will make every effort to expedite our processes without compromising the quality of the studies. Our team of experienced consultants is dedicated to delivering valuable insights that meet and exceed the objectives set forth by Napa LAFCO.

The successful delivery of this project is a collaborative endeavor between AP Triton and the involved agencies charged with delivering Fire and life safety services within Napa County. We hold open communication in high regard and will offer regular updates on project progress, including any potential adjustments to the timeline.

Our ultimate aim is to provide Napa LAFCO with a meticulous and insightful MSR and SOI study, supplemented with actionable and sustainable findings and recommendations. If any opportunities arise to fast-track specific tasks or processes, we will actively engage those options to deliver the final report in the most efficient manner possible.

Estimated Time to Complete the Project: 11–12 months

Project Schedule

The following table details the tentative project schedule and associated hours allocated to each section of our proposed Scope of Work.

Section & Tasks	Hours	Due Date
Section 1: Project Initiation	173	
Execution of Contract		October 2023
Project Kickoff		November 2023
Development of Criteria Determinations		November 2023
Development of Report Outline and Template		November 2023
Data Acquisition Complete		December 2023
Stakeholder Input & Fieldwork		February 2024
Section 2: Baseline Evaluations of the Agencies	423	
Agency Profiles		March 2024
Section 3: Additional Fire & EMS Service Issues	39	
Section 4: Exploration of Future Reorg./Alf. Gov. Structures	80	
Section 5: Review & Delivery of Report	276	
Review of the Administrative Draft Report		July 2024
LAFCO Commission, Public Review, & Public Hearing		August 2024
Revised Draft Report & LAFCO Public Hearing		September 2024
Final Presentation/Project Conclusion		If requested.

The above schedule aligns with the Scope of Work (SOW) we prepared specifically for this project, and it reflects our commitment to delivering high-quality results on time and within budget.

By adhering to this timeline, we aim to meet Napa LAFCO's objectives in a thorough and efficient manner, upholding our commitment to quality, timeliness, and effective stakeholder engagement. The following represents the proposed Scope of Work (SOW) prepared by Triton based on the requirements of the LAFCO to successfully complete the Municipal Service Review & Sphere of Influence Study. The various sections and tasks have been developed specifically for this project.

SCOPE OF WORK

The following represents the Scope of Work (SOW) prepared by Triton based on the requirements of your organization's request for proposal. The various sections and tasks have been developed specifically for this project. Each task is assigned to specific subject matter experts or to the project team.

SECTION ONE—PROJECT INITIATION & INFORMATION ACQUISITION

Task 1-A: Project Initiation & Development of a Work Plan

Triton will meet virtually with the LAFCO's Project Team and/or liaisons. The purpose will be to develop a complete understanding of the organization's background, goals, and expectations for the project and solicit input on engagement and outreach. Triton's Senior Project Manager will develop and refine a proposed work plan that will guide the Project Team. This work plan will be developed identifying:

- Project team members responsible for each task
- Major tasks to be performed
- Stakeholder engagement and outreach plan
- Resources to be utilized
- Methods for evaluating study results
- Agreement on the standards to be utilized
- Any potential constraints or issues related to accomplishing specific tasks

The benefits of this process will be to develop working relationships between the Triton Project Team and client representative, determine communications processes, and identify logistical needs for the project.

Task 1-B: Procurement of Information & Data

Triton will request pertinent information and data from LAFCO staff and any other agencies as necessary. This information is critical and will be used extensively in the various analyses and development of MSR and SOI Update. Thoroughly researched and relevant studies will be included during Triton's review. **For the affected fire agencies**, the documents and information relevant to this project will include, but not be limited to, the following:

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- Any previous relevant studies involving the agencies and organizations
- Napa County and City/Town census and demographic data and population growth projections, where available
- LAFCO policies and procedures
- Any current interagency or intergovernmental agreements (IGA)
- Organizational charts from each of the agencies and organizations
- Historical financial data, budgets, revenue sources, including debt information, long-range financial plans, and projections
 - Current assessed values of each jurisdiction and property tax rates
- Standard Operating Guidelines (SOGs) and service-delivery and deployment practices
- Fire and EMS Mutual Aid agreements
- Inventories of fire stations and other relevant facilities (e.g., training centers)
- Inventories of apparatus, special operations vehicles, and other vehicles
- Current performance standards and service delivery objectives
- Historical records management data, including National Fire Incident Reporting System (NFIRS) incident data (3–5 calendar years in an Excel spreadsheet format)
 - Computer-Aided Dispatch (CAD) incident records (3–5 calendar years in an Excel spreadsheet format)
- Workload and call volume data will be requested from the primary and secondary Public Safety Answering points
- List of all career, part-time, and volunteer operations personnel and administrative support staff (without names)
 - To include ranks, EMS and other certifications, salaries, benefits, and volunteer compensation (if applicable)
 - Two to three years of historical leave usage
- Most recent Insurance Services Office (ISO) Public Protection Classification (PPC®) ratings and reports for each participating agency
- Geographic Information Systems (GIS) data, to include the service-area boundaries of each fire district and their respective fire station locations
- Any other documents and records necessary for the successful completion of the project

Task 1-C: Development of Criteria Determinations

AP Triton will work with the LAFCO's Project Manager to prepare relevant written MSR determinations for each of the following considerations. The statute sets forth the form and content of the MSR, which will inform the Commission on the following seven issues (California Government Code §56430):

- Growth and population projections for the affected area.
- The location and characteristics of any disadvantaged unincorporated communities within or contiguous to the sphere of influence.
- Present and planned capacity of public facilities, adequacy of public services, and infrastructure needs or deficiencies, including needs or deficiencies related to sewers, municipal and industrial water, and structural fire protection in any disadvantaged, unincorporated communities within or contiguous to the sphere of influence.
- Financial ability of agencies to provide services.
- Status of, and opportunities for, shared facilities.
- Accountability for community service needs, including governmental structure and operational efficiencies.
- Any other matter related to effective or efficient service delivery, as required by commission policy.

For SOI, Triton will work with the LAFCO's Project Manager to prepare written determinations for each subject agency with respect to each of the following (California Government Code §56425):

- The present and planned land uses in the area, including agricultural and open space lands.
- The present and probable need for public facilities and services in the area.
- The present capacity of public facilities and adequacy of public services that the agency provides or is authorized to provide.
- The existence of any social or economic communities of interest in the area if the commission determines that they are relevant to the agency.
- For an update of a sphere of influence of a city or special district that provides public facilities or services related to sewers, municipal and industrial water, or structural fire protection. The present and probable need for those facilities of any disadvantaged unincorporated communities within the existing sphere of influence.

Task 1-D: Development of Report Outline and Template

The Triton Project Team will work with the LAFCO's Project Manager to prepare a relevant and functional report outline for the MSR and SOI Study.

Task 1-E: Stakeholder Input & Field Work

The Triton Project Team will provide the option to conduct onsite or virtual interviews with LAFCO staff and other key personnel and stakeholders identified as being critical to the success of the project. From these interviews, Triton will obtain additional information and perspective on the operational, economic, and policy issues related to the development of the study. Triton will place special emphasis on understanding the needs, opportunities, and concerns regarding future reorganizations of the affected fire agencies.

SECTION TWO—BASELINE EVALUATIONS OF THE AGENCIES

For each of the LAFCO's affected fire agencies, Triton will complete a baseline assessment of the current organizational conditions, their respective communities, and their current service performance. Triton will conduct an organizational review of these agencies and organizations based on the elements included in the following tasks.

The purpose of this evaluation is to assess each agency's operations in comparison to industry standards and best practices, as well as to create a benchmark to determine the options for future service delivery and regarding future reorganizations of the affected fire agencies.

Task 2-A: Overview of Each Affected Fire Agency

Triton will conduct an overview of each affected fire agency and their respective communities to include, but not be limited to:

- Service area population and demographics, including the location and characteristics of any disadvantaged unincorporated communities within or contiguous to the sphere of influence
- History, formation, and general description of each agency
- Description of the current service delivery infrastructure
- Risks Protected
- Governance and lines of authority
- Organizational structure
- Management components

- Review of current policies, procedures, and any SOGs and their alignment with mission and strategic goals
- Internal and external communications processes
- Records management and information technology systems
- Document control and security

Task 2-B: Services & Operations

For each affected fire agency, Triton will review:

- **Services Provided**

- Triton will review the services provided by each agency and organization, placing special attention on the needs, opportunities, and concerns regarding future reorganizations of the affected fire agencies.

- **Staffing & Personnel**

- Triton will review each agency's career, volunteer, and part-time staffing levels.

- **Capital Facilities & Apparatus**

Triton will review the status of current major capital assets (facilities and apparatus) and analyze needs relative to the existing conditions of capital assets and their viability for continued use in future service delivery and regarding future reorganizations of the affected fire agencies.

Fire Station Facilities—Tour and make observations in areas critical of the current fire station location. This will entail a cursory review of the facility and not a detailed, comprehensive engineering analysis. Items to be contained in the report include:

- Design
- Code compliance
- Future viability
- Construction
- Staff facilities
- Safety
- Efficiency

Apparatus/Vehicles—Review and make recommendations regarding inventory of apparatus and other vehicles and equipment. Items to be reviewed include:

- Age, condition, and serviceability
- Distribution and deployment

Task 2-C: Review of Fire and EMS Historical System Performance

Utilizing Computer Aided Dispatch and National Fire Incident Reporting data, Triton will review and make observations in areas specifically involved in, or affecting, service levels and performance of the agencies. These will include, but not necessarily be limited to:

- ▼ **Distribution Study**
 - Overview of the current facility and apparatus deployment strategy, analyzed through geographical information systems (GIS) software, with identification of service gaps and redundancies. This distribution study will be conducted for the study area as a whole, with all existing facilities included in the analysis.
- ▲ **Reliability Study**
 - Analysis of current workload, including unit hour utilization (UHU) and time on task (TOT) of individual companies (to the extent data is complete and relevant)
- ▶ **Ambulance Performance**
 - Detailed analysis of ambulance response time performance
- **Mutual and automatic aid systems**

Task 2-D: Community Risk Assessment

For those areas that have not undergone a community risk assessment within the last 36 months, Triton will conduct an all-hazards analysis of the communities. The purpose of this evaluation is to assess the community's hazards, threats, vulnerabilities, and risks in comparison to recognized standards and best practices, as well as to create benchmarks against which to compare future improvement.

Task 2-E: Population Growth & Service Demand Projections

Utilizing available census data from each agency and organization and the historical service demand (call volumes) of each, Triton will project the following:

- Location and characteristics of any disadvantaged unincorporated communities within or contiguous to the sphere of influence
- Population growth projections among each of the agencies and organizations for the next 5–10 years
- Service demand projections among each of the agencies and organizations for the next 5–10 years

Task 2-F: Financial Review

Triton will review the existing financial status of each affected fire agency. This task will be a basic overview of fiscal status of each agency and the financial ability of agencies to provide services. This task will include, but not be limited to:

- ▶ Review and analyze agency budgets, revenues, expenditures, employment costs, compression analysis, audit reports, and long-range financial plans
- ▶ Comparative analysis demonstrating cost, funding, and efficiency in relation to neighboring and similar jurisdictions
- ▶ Any other issues related to revenue, expenditures, and annual budgets

Task 2-G: Opportunities & Challenges

Using the interviews and research completed from Section One as a baseline, Triton will identify:

- ▶ Strengths of each affected fire agency
- ▶ Weaknesses of each affected fire agency
- ▶ Opportunities facing each affected fire agency
- ▶ Threats challenging each affected fire agency

Analyzing and updating the strengths, weaknesses, opportunities for, and threats to the agencies and organizations is a critical step in identifying options regarding future reorganizations of the affected fire agencies.

Task 2-H: Service Adequacy

Triton will analyze the present and planned capacity of public facilities, adequacy of public services, and infrastructure needs or deficiencies, including needs or deficiencies including needs or deficiencies related to sewers, municipal and industrial water, and structural fire protection in any disadvantaged, unincorporated communities within or contiguous to the sphere of influence.

Task 2-I: Community Accountability

Triton will review the accountability for community service needs, including operational efficiencies that may be impacted by future reorganizations of the affected fire agencies.

Task 2-J: Municipal Service Review Determinations

Based on the elements above and previously determined criteria, Triton will draft proposed municipal service review determinations for each agency that meet the legal requirements as identified in Government Code §56430.

Task 2-K: Sphere of Influence Review Determinations

Triton will review the sphere of influence for each of the affected fire agencies and determine the impacts of future reorganizations based on previously determined criteria.

Task 2-L: Dispatch System & Related Technology Evaluation

Napa County has three public safety answering points (PSAPs)—the City of Napa Central Dispatch, which is an element of the Napa Police Department; the City of Calistoga Dispatch and the City of St. Helena Dispatch, which are each elements of their respective Police Departments. In addition, CAL FIRE St. Helena ECC is a secondary PSAP. Triton will evaluate the PSAPs performing fire and EMS dispatching in Napa County in the following areas:

- Governance
- Organizational Structure
- Facilities
- Workload/Call Volumes
- Staffing
- Efficiency & Productivity
- Funding, financial obligations, & expenditures
- Training
- Operational Policies/SOPs/SOGs
- Performance Standards
- Coordination
- Technology
- Capital (buildings/equipment) needs of the Dispatch Centers
- The evaluation will include recommendations for improving communications, interoperability, and response based on industry best practices and national standards. Triton will review authorized staffing versus actual staffing levels and their application to minimum staffing. Policies and compliance with performance standards will be reviewed, such as call answer and call processing times. Triton will evaluate the PSAPs' adoption of Emergency Medical Dispatch (EMD) and efforts to gain accreditation.

Triton will review current technology in the PSAP, such as the Computer-Aided Dispatch system and its interfaces, such as fire station alerting, mobile data, records management, CAD to CAD, etc. The use of Automatic Vehicle Location (AVL) systems to enable the dispatch of the closest, most appropriate resources will also be evaluated. The various radio systems in use by Napa County agencies will also be evaluated for interoperability.

SECTION THREE—ADDITIONAL FIRE & EMS SERVICE ISSUES

In addition to including the required analysis and written statement of service review determinations and sphere of influence updates, Triton will also consider the following issues, many of which are interconnected or overlap, and identify potential options or opportunities for addressing these issues in Napa County, as necessary.

Task 3-A: Joint Powers Agreements

AP Triton will assess current Joint Powers Agreements (JPAs), to understand how multiple agencies collaborate for the direct provision of public services. The evaluation will review and identify all relevant JPAs, then evaluate operational efficiencies and potential bottlenecks. Financial analyses will be conducted to assess the economic feasibility and benefits of these collaborations. AP Triton will identify findings and actionable recommendations for Napa LAFCO and the involved agencies. The objective is to provide Napa LAFCO with a comprehensive, data-backed understanding of how JPAs affect service delivery, cost-effectiveness, and long-term planning.

Task 3-B: Fire Prevention, Protection, & Community Resiliency

Triton will review and analyze the fire prevention, protection, and community resiliency programs that the agencies are providing throughout Napa County, including programs intended to strengthen local community resiliency to withstand and recover from wildland fires. This review will identify and use appropriate benchmarks to analyze options for providing these programs/services. This will include:

- Identification of applicable best practices for:
 - Safe evacuation of residents
 - Hazardous vegetation removal and mitigation
 - Creation of fuel and fire breaks
 - Better alignment of programs with plans
 - Increased community understanding of and participation in these programs

Task 3-C: Climate Change, Wildfires, & Wildland Urban Interface (WUI)

Triton will review the risks and impact of climate change on fire service provision in Napa County, including:

- ▶ Specific communities considered at higher risk due to their geography and topography
- ▶ Review the actions of the agencies to mitigate the increased associated risks of wildfires
- ▶ Analyze the pros and cons of various alternative options for better addressing these risks

The review will analyze how each applicable agency is addressing fire concerns in the wildland-urban interface (WUI) and how the combined presence of certain environmental factors (e.g., high winds and high fuel levels) and human-caused factors (e.g., more development) can significantly increase fire danger in the WUI.

The review will also consider whether current and/or new plans and guiding documents (e.g., Napa County Community Wildfire Protection Plan, etc.) could enable affected agencies to better prioritize and provide consistency in the delivery of fire prevention and protection services countywide, including in high fire risk areas.

Task 3-D: Mutual & Automatic Aid, and Interagency Communication & Coordination

Triton will review and analyze interagency relationships, communication efforts, coordination, and mutual and automatic aid systems. This will include:

- ▶ Regional benefits offered by each agency pertaining to fire protection, EMS and prevention
- ▶ Mutual aid benefits and/or burdens on the Countywide fire and EMS system
- ▶ Interagency communication and coordination responsibilities in fire prevention planning/programming and during fire events, including:
 - In the WUI
 - Along shared borders
 - On public and private lands and public rights-of-ways

SECTION FOUR—EXPLORATION OF FUTURE REORGANIZATIONS AND/OR ALTERNATIVE GOVERNANCE STRUCTURES

Triton will use the completed baseline assessment of each agency and organization to identify opportunities, efficiencies, cost-effectiveness, and feasibility for potential annexation or other shared services options. The Project Team will identify areas of duplication that can be reduced through shared resources, as well as potential service improvements that can be accomplished. Experience has shown that this frequently becomes the overriding influence for public fire service cooperative efforts.

Items in this phase of the report include but are not limited to the following areas. The detailed information will provide the LAFCO and its agencies and organizations with the information necessary to make important decisions.

Task 4-A: General Partnering Strategies & Consolidation Options

Triton will review the various shared services options for the agencies and organizations. The following options will be evaluated, discussed, and recommendations for the best option provided:

- Status quo (each agency remains autonomous, and existing agreements continue)
- Modifications and amendments to existing IGAs
- Operational Collaboration (contract for services)
- Legal integration/annexation options
- Any other valid options identified during the study

Task 4-B: Options for Shared Services or Reorganization

The task takes into account the many shared issues that face each affected fire agency, and how such matters affect efficient services. Triton will identify and analyze any of these issues. For each of the presented options for reorganization, Triton will evaluate and discuss the following:

- | | |
|--|---|
| • Objective of strategy | • Guidance |
| • Level of cooperation required | • Fiscal considerations |
| • New organizational structure, if applicable | • Economic considerations |
| • Estimated timeline for completion | • Political considerations |
| • Affected section, e.g., Administration, Operations, Support Services | • Social considerations |
| • Affected stakeholders | • Policy actions |
| | • Any other issues related to the recommended option(s) |

SECTION FIVE—REVIEW & DELIVERY OF FINAL REPORT

Task 5-A: Development & Review of the Administrative Draft Report

Triton will develop and produce an electronic version of the draft written report for technical review by representatives of LAFCO (and any others as directed). This feedback is a very important aspect of this project and Triton will provide adequate opportunities for review and discussion of the draft report prior to finalization. The report will include:

- Clearly designated findings, recommendations, and benefits of implementation
- Detailed narrative analysis of each report element clearly written and presented in sections with explanatory support to ensure an understanding by all readers
- Charts, graphs, GIS maps and analyses, and diagrams, where appropriate

Task 5-B: LAFCO Commission, Public Review, & Public Hearing

Triton will address LAFCO staff's comments and prepare a Draft Municipal Service Review & Sphere of Influence Study Report:

- LAFCO staff will distribute the Draft Report for a 21-day public review and comment period
- Provide written responses to comments received during the public review period
- Present the Draft Report at the LAFCO Public Hearing (with an option to be in-person or fully virtual)

Task 5-C: Revised Draft Report & LAFCO Public Hearing

Following the Draft Municipal Service Review & Sphere of Influence Study Review and Public Hearing, Triton will revise the Draft Report to address comments and submit the Revised Draft Report to LAFCO staff.

- LAFCO staff will distribute the Revised Draft Report for a 21-day public review and comment period
- Provide written responses to comments received during the public review period
- Present the Revised Draft Report at the LAFCO Public Hearing (with an option to be in-person or fully virtual)

Task 5-D: Implementation Plan for MSR-SOI Study Recommendations

AP Triton will create an implementation plan that outlines the steps, responsibilities, and timelines for executing the recommendations that will arise from the Municipal Service Review and Sphere of Influence (MSR-SOI) Study. By accomplishing this task, we aim to ensure a streamlined and effective implementation process for the MSR-SOI Study's recommendations, ultimately resulting in improved public services.

Task 5-E: Final Municipal Service Review & Sphere of Influence Study Report

Following LAFCO adoption of the Municipal Service Review & Sphere of Influence Study, Triton will prepare the final clean and complete report copy (PDF and Word versions) for distribution and filing.

PROJECT FEE PROPOSAL

AP Triton Meeting & Sitework Information

AP Triton has designed a multi-faceted approach to ensure comprehensive stakeholder engagement, effective project execution, and optimal cost efficiency for Napa LAFCO. Here are the key components of our process:

- **Stakeholder Engagement:** Two of our associates will be on location for an intensive three-day period, during which stakeholder interviews and site visits will be conducted. Subsequent interviews will be completed via virtual communication platforms.
- **Dispatch Expertise:** A Subject Matter Expert (SME) specializing in Dispatch will be present on site for a two-day engagement.
- **Commission Meetings:** Two representatives from AP Triton will participate in two scheduled Commission meetings via virtual platforms. Should the need arise for onsite presence or additional team members, these will be accommodated on a time and expenses basis.
- **Final Presentation:** This optional deliverable can be conducted either virtually or in person. In-person presentations will be calculated based on a time and expenses model.

AP Triton, LLC presents the following formal cost proposal for the project outlined in the Scope of Work. The fee is inclusive of expenses:

Project Section	Fees & Expenses
Section 1: Project Initiation & Information Acquisition	\$27,647
Section 2: Baseline Evaluations of The Agencies	\$61,796
Section 3: Additional Fire & EMS Service Issues	\$4,875
Section 4: Exploration of Future Reorganizations	\$10,133
Section 5: Review & Delivery of Final Report	\$39,267
Proposed Project Fee (will not exceed):	\$143,718

PAYMENT INFORMATION

Payment Schedule & Invoicing

- **Initial Payment:** A deposit of 10% of the total project cost is due upon the signing of the contract, to initiate the work.
- **Progress Payments:** Monthly invoicing will be processed as work progresses, continuing until 95% of the project has been completed.
- **Final Payment:** The remaining 5% of the project cost is due upon successful completion and acceptance of the project.

Data Engineering Costs

- **Included Services:** Data engineering for up to three specific data sets (i.e., CAD, NFIRS, ePCR) is included in our all-inclusive pricing. This encompasses gathering and assisting the agency with straightforward data pull requests.
- **Additional Incident Data:** Any extra incident data needed (i.e., previous RMS or CAD database records) will incur a charge of \$1,000 per database.
- **Substantial Assistance:** Should AP Triton consultants provide substantial assistance or direct data pulls from the client's records, this service will be billed at \$1,000 per database.

Additional Hours and Expenses

- **Project Manager Rate:** Extra hours for the Project Manager will be billed at \$175 per hour.
- **Consultants' Rate:** Additional hours for consultants will be billed at \$125 per hour.
- **Travel Expenses:** Any extra travel expenses will be billed separately, in addition to the hourly rate.

Cost Quotation Information

- The bid quotation is valid for 180 days
- Triton Federal Employer Identification Number: 47-2170685

ABOUT AP TRITON

Contact Information

The headquarters of AP Triton, LLC is located in Sheridan, Wyoming. Consultants and other subject matter experts (SME) are located throughout the United States.



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About AP Triton

Established in 2014, AP Triton is a leading provider in the public safety industry with a proven track record in the fire service, emergency medical services, law enforcement, fire prevention, and life-safety programs. Our extensive experience spans a wide range of disciplines, enabling us to offer comprehensive solutions tailored to the unique needs of our clients.

Our team of consultants brings a wealth of expertise and has successfully executed numerous projects, including Master Plans, Strategic Plans, Emergency Operations Plans, Community Risk Assessments/Standards of Cover, Consolidation Feasibility Studies, EMS System Analyses, Staffing Studies, Agency Evaluations, Cost Recovery and Valuation Studies, and Fire Station Location Studies. We pride ourselves on our ability to deliver high-quality and actionable recommendations that drive positive change.

At AP Triton, we understand that traditional approaches to public safety may not always yield optimal results. That's why we prioritize innovative thinking and creative problem-solving. We believe that sustainable solutions require a forward-thinking mindset, and we bring our experience and expertise to help our clients overcome challenges and seize opportunities.

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With our deep understanding of public safety departments of all sizes, AP Triton is uniquely positioned to address the specific needs of Napa LAFCO. Our consultants have decades of experience working with diverse organizations, and we leverage this knowledge to provide customized, practical, and effective solutions. We take the time to listen to our clients, understand their local issues, and develop strategies that promote long-term success.

By choosing AP Triton as your consulting partner, you gain access to a dedicated team that is committed to delivering exceptional results. We prioritize your goals, remain responsive to your needs throughout the engagement, and provide ongoing support even after project completion. Our dedication to client satisfaction sets us apart and makes us the ideal choice for Napa LAFCO's consulting needs.

When it comes to innovative solutions, unparalleled expertise, and a commitment to your success, AP Triton is the partner you can rely on. Let us help you transform your public safety operations and achieve your goals in the most efficient and sustainable way possible.

Triton's Approach to Projects

Triton's approach to projects demonstrates our deep understanding of your expectations. With our extensive experience working with fire departments, fire districts, EMS organizations, and various emergency services agencies across diverse communities in the United States, we bring a wealth of knowledge and expertise to every engagement. Key elements of Triton's methodology include:

- **Thorough Understanding:** We ensure a complete understanding of the project background, goals, objectives, and the complex issues that need to be addressed. This allows us to develop tailored solutions that align with your specific needs.
- **Comprehensive Scope of Work:** We develop a well-designed and practical scope of work (SOW) and workplan that actively involve key stakeholders, leadership, and other relevant individuals. This collaborative approach ensures that all perspectives are considered and results in a robust project plan.
- **Advanced Tools and Technologies:** Triton leverages state-of-the-art GIS mapping, computer modeling, data analysis tools, and web-based communication technologies to enhance project outcomes. These sophisticated tools enable us to provide accurate analyses, insightful recommendations, and efficient collaboration.

- **Web-based Communication Platform:** To facilitate seamless communication and collaboration throughout the project, we utilize secure cloud-based data-sharing applications to create an online project site. This platform allows the client and project team members to collaborate effectively. Additionally, we employ virtual conferencing software for client communications and presentations.
- **Subject Matter Experts:** We engage experienced subject matter experts (SMEs) with in-depth knowledge of the fire service, EMS, and other related emergency services disciplines. Our team also includes experts in GIS and data analysis, ensuring comprehensive expertise is applied to your project.
- **Commitment to Timeliness:** We are committed to delivering projects and deliverables within the requested timeline while maintaining high standards of quality. Our dedicated team works diligently to meet or exceed your expectations, ensuring timely completion.
- **Clear and Accessible Reports:** We provide high-quality printed and bound reports that present clear contents and actionable recommendations. Our reports are designed to enable easy comprehension for clients, key stakeholders, and community members alike.

At Triton, we combine our extensive experience, advanced tools, collaborative approach, and commitment to excellence to deliver successful projects that meet your expectations.

Best Practices & National Standards

Based on the type of project and study requirements, Triton will refer to and utilize current industry best practices, along with relevant national standards promulgated by a wide variety of associations and organizations that develop consensus standards for the fire service, EMS, communications, and other related services. These may include the *National Fire Protection Association (NFPA)*, *Center for Public Safety Excellence (CPSE)*, *Commission on Accreditation of Ambulance Services (CAAS)*, and other organizations.

AP Triton utilizes a multi-faceted approach to providing recommendations for our clients. The following encompasses our best practices:

- **Understand client needs:** Triton begins by thoroughly understanding the specific needs and goals of your agency. This allows us to tailor our recommendations accordingly.
- **Develop a work plan:** Triton collaborates with the client to develop a work plan that outlines the goals, objectives, and action steps required to achieve desired outcomes of the project. This ensures the plan is realistic, measurable, and aligned with industry standards and best practices.

- ▶ **Engage stakeholders:** Triton involves key stakeholders, including elected officials, personnel, and management representatives, throughout the consulting process. Stakeholder input and buy-in are crucial for the successful implementation and sustainability of any recommended changes.
- ▶ **Conduct a comprehensive assessment:** Triton conducts a thorough assessment of the existing organization(s). We identify areas for improvement and prioritize them based on their impact and feasibility.
- ▶ **Enhance operational efficiency:** Triton identifies opportunities to optimize operational processes.
- ▶ **Focus on continuous training and education:** Triton emphasizes the importance of ongoing training and education. We promote a culture of continuous learning, keeping up with the latest industry advancements, protocols, and technologies.
- ▶ **Incorporate data-driven decision-making:** Triton utilizes data and analytics to drive decision-making recommendations.
- ▶ **Foster collaboration and partnerships:** Triton encourages collaboration between agencies when possible. These relationships facilitate information sharing, coordination, and mutual support to enhance services and outcomes.
- ▶ **Ensure compliance with regulations:** Triton strives to stay current with local, state, and federal industry regulations.
- ▶ **Monitor and evaluate progress:** Triton assists our clients in establishing systems for monitoring and evaluating the implementation of our recommendations and the overall performance of your organization.

Every organization is unique; therefore, AP Triton adapts these best practices to fit the specific context and needs of your agency.

Conflict of Interest Statement

Triton has neither directly nor indirectly entered into any agreement, participated in any collusion or collusion activity, or otherwise taken any action which in any way restricts or restrains the competitive nature of this solicitation including, but not limited to, the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.

Triton is not presently suspended or otherwise prohibited by any government from participating in this solicitation or any other contract to follow thereafter. Neither Triton nor anyone associated with Triton has any potential conflict of interest because of or due to any other clients, contracts, or property interests in this solicitation or the resulting project. If a conflict of interest is identified in the provision of services, Triton will immediately notify the client in writing.

PROJECT TEAM QUALIFICATIONS

AP Triton is dedicated to partnering with highly experienced and qualified public safety consultants. We have a diverse pool of individuals with extensive knowledge and expertise to meet a wide range of client needs. At Triton, we approach each project with unwavering commitment, treating it as our top priority. We are confident that AP Triton is the ideal choice to provide you with the most reliable Fire & EMS Municipal Service Review & Sphere of Influence Update.

Our Project Team boasts a wealth of experience across various locations throughout the United States. Our approach to assembling Project Teams is meticulous, considering each associate's background, education, experience, and expertise. This ensures that we match the right individuals to the specific tasks required to successfully address your agency's unique needs. As you will discover in the following biographies and resumes, each team member brings a distinct set of skills and valuable past experiences that will greatly benefit the Napa LAFCO's MSR-SOI Update.

By choosing AP Triton, you gain access to our exceptional talent pool and a customized team equipped to deliver optimal solutions tailored to your specific requirements. We are committed to exceeding your expectations and providing you with unparalleled expertise and support throughout the project.

Our potential project team is contingent upon the timing of the project and availability of the consultant. This talented group of individuals possesses the skills and expertise needed to successfully execute the project. However, their involvement is subject to alignment with the project timeline and their current commitments. We are excited about the possibility of collaborating with this team, and we will work diligently to ensure their participation aligns with the project's requirements and timing.

Project Management Structure

AP Triton's project teams have developed strong organizational skills and adaptability to effectively balance their workload and ensure successful outcomes across various engagements. Triton manages multiple projects simultaneously while ensuring high-quality work and meeting client expectations with the following strategies:

- **Team:** Triton customizes each team, matching our associates' skills and expertise to each client's specific needs. We delegate specific tasks or engage a team to assist with certain aspects of the project. By leveraging the expertise and skills of others, we can distribute the workload and maintain productivity.
- **Time Management & Task Prioritization:** Effective time management is crucial for consultants. They prioritize tasks, set deadlines, and allocate dedicated time blocks for each project. This helps them stay organized and focused on delivering results.
- **Project Planning:** Triton creates work plans that outline key deliverables, milestones, and timelines for each project. This provides us with a clear roadmap and ensures we remain on track with our commitments.
- **Effective Communication:** Clear and proactive communication with clients is essential. Triton keeps our clients informed about project timelines, progress, and any potential challenges. This transparency fosters trust and helps us manage client expectations.
- **Leveraging Technology:** Consultants utilize various tools and technologies to enhance their productivity and efficiency. Project management software, communication platforms, and collaborative tools enable seamless coordination, document sharing, and real-time updates.
- **Efficient Work Processes:** Triton is constantly evaluating quality assurance and quality improvement. We develop efficient work processes and methodologies based on our experience and industry best practices. We strive to streamline repetitive tasks, leverage templates and frameworks, and adopt standardized approaches to optimize our workflow.
- **Prioritization & Focus:** Triton's designated Project Manager is available for the duration of the assigned project. They lead the team and assist our associates and subject matter experts in prioritizing their tasks based on project urgency, client needs, and strategic importance.
- **Collaboration:** Our project teams do not operate in a silo. We possess a pool of expertise and resources. Our project teams collaborate to share insights, seek advice, and leverage collective knowledge to deliver high-quality results.

Kurt Latipow EFO**Project Manager/Vice President Emeritus****Summary of Qualifications**

Mr. Latipow has enjoyed 40 years in Public Safety with over 27 years of Public Administration in Fire Chief and Chief Officer positions. He has developed and implemented numerous comprehensive fire and emergency services related plans. Mr. Latipow has facilitated the adoption of those plans via a variety of governing bodies. Mr. Latipow offers extensive experience in developing and implementing emergency, strategic, master plans, and succession plans/management processes as well as developing and implementing Standards of Cover Analysis, Fees for Service Cost Recovery Programs, and ALS Program Development and Implementation for both transport and engine company-based organizations.

Work Experience

- City of Lompoc, CA—Fire Chief
- Washoe County, NV—County Fire Services Coordinator
- City of Ukiah, CA—Fire Chief
- State of California, Governor's Office of Emergency Services—Deputy Chief, Fire and Rescue Branch
- Stanislaus Consolidated Fire Protection District, CA—Fire Chief/Chief Executive Officer
- Hesperia Fire Protection District, CA—Fire Chief
- City of Arroyo Grande, CA—Fire Chief/Director of Building and Fire
- City of Monterey Park Fire Department, CA—Battalion Chief/Fire Marshal

Education

- National Fire Academy—Accredited Executive Fire Officer
- California Fire Marshal Training and Education System

Publications and Instructor Experience

- IAFC/Volunteer Combination Officers 2017 Symposium in the West—Building Leaders from Within
- IAFC and League of California Cities 2016—"The Achilles Heel of Local Government"
- California Fire Chiefs 2016—"The Why and How of Succession Planning and Implementation"
- League of California Cities 2015—"Contracting for Fire Services; the Trials, Tribulations, Landmines and Political Challenges"
- League of California Cities 2014—"Leading Change in the New Reality"
- California Fire Chiefs Association 2012—"Re-engineering Fire Service-Based Service Delivery"

Professional Affiliations

- California Fire Chiefs Association
- League of California Cities Fire Department—Past President
- League of California Cities Public Safety Policy—Past Committee Chair
- International Association of Fire Chiefs—Life Member

Projects Completed

- Montecito/Carpinteria Summerland FPDs (CA)—Station location study
- Templeton CSD FD (CA)—Master Plan
- Coalinga FD (CA)—CRA-SOC
- Golden CO FD, Fairmont FPD, Pleasant View FD—Cooperative Services Study
- City of La Verne FD (CA)—CRA-SOC
- Placer County LAFCO N Tahoe/Meeks Bay FPD—Annexation Fiscal Analysis Update
- Fairfield FD (CA)—Master Plan
- American Canyon FPD (CA)—Master Plan
- Central Santa Cruz PFD (CA)—Master Plan
- Napa City FD (CA)—First Responder Fee Study
- Napa City FD (CA)—Master Plan
- Napa County FD (CA)—Master Plan
- Santa Barbara City FD (CA)—CRA-SOC

Projects In Process

- Santa Cruz LAFCO (CA) MSR-SOI Focused Study
- Placer LAFCO (CA)—Western Slope MSR-SOI Update
- Nevada LAFCO (CA)—MSR-SOI Update
- Santa Maria FD (CA)—Master Plan
- Salinas FD (CA)—Master Plan

Brian Helmick MS, BS**Assistant Project Manager/Senior Associate****Summary of Qualifications**

Brian Helmick is a seasoned public safety executive with 27 years of multifaceted experience in fire protection and emergency response. Currently a Deputy Fire Chief for the Contra Costa County Fire Protection District (CCCFFPD), he has held a diverse array of roles, ranging from Fire Chief to Battalion Chief and Firefighter Engineer. His leadership portfolio extends to educational initiatives; founding two training and certification organizations for future firefighters, and establishing groundbreaking crisis management programs that have been adopted nationally. Known for strategic planning, innovative initiatives, and excellent fiscal oversight, Helmick is a proven leader committed to enhancing community public safety.

In every role, Deputy Chief Helmick demonstrates strong leadership and effective management. His dedication to public service is evident in his community involvement and professional accomplishments. He is an inspiring figure in public safety, continually striving to improve organizational performance and community well-being.

Professional Development & Education

- Master's in Organizational Leadership
- Numerous certifications in operations, incident command, instruction, counseling, crisis intervention, and special district leadership

Experience

- Deputy Fire Chief, Contra Costa County Fire Protection District (CCCFFPD)
- Strategic leadership in one of California's most densely populated regions
- Roles have included Fire Chief, Battalion Chief, and various other executive and operational positions
- Established the county's first CISM (Critical Incident Stress Management) Peer Support Chaplain Program
- Founded two training/mentoring organizations for future firefighter recruits

Key Achievements

- Developed a countywide CISM model adopted and implemented nationwide
- Established a pipeline for professional development for future firefighters through training organizations
- Recognized with multiple leadership awards and commendations

Professional Affiliations

- Brentwood Rotarian
- Fire Department Chaplain, California Fire Chaplains
- Past-President, Contra Costa County Public Safety Support Services
- Four-year Zone 3 Director, Fire District Association of California
- Director of Fire & EMS, 10-33 Foundation

Jennifer Stephenson MPP Policy Consulting Associates/Principal

Jennifer Stephenson will provide management of the PCA Team contributions to the project. She will be the team's subject matter expert on LAFCo law and requirements, provide policy analysis of the agencies, and review internal drafts. Ms. Stephenson will coordinate closely with project management staff and ensure that the project adheres to established timelines.

Ms. Stephenson is a co-founder and principal of PCA, where she is responsible for regional and municipal research analysis. She has technical expertise in benchmarking, performance evaluation, municipal budgeting, survey design, statistics, and economic modeling. As part of PCA, Jennifer has been involved in review studies for countless LAFCOs, including but not limited to Orange, Santa Clara, Alameda, Placer, and Fresno. She has co-authored incorporation studies, annexation studies, and infrastructure needs assessments. She earned her Master's degree in Public Policy from Pepperdine University, where she was a Forstmann Scholar.

Relevant Experience

- Co-manager and co-author for Napa Countywide Water and Wastewater MSR and MSR and SOI Updates for the Cities of Agoura Hills, Calabasas, Hidden Hills, and Westlake Village for Los Angeles LAFCO.
- Serving as an Executive Officer of Plumas LAFCO.
- Serving as Deputy Executive Officer of Sutter, Lassen, and Modoc LAFCOs, and providing staff support services at eight LAFCOs.
- Author and/or project manager of over 250 municipal service reviews and other studies, all completed punctually, within budget, and with complete client satisfaction.
- Operating a successful business with an outstanding reputation for 12 years, overcoming a period of recession in business start-up phase.
- Served as project manager for the Plumas, Santa Clara, Yolo, Amador, Mendocino, Lassen, Calaveras, and Alameda County special district and city MSRs, and other projects.
- Recipient of the 'CALAFCO Outstanding Associate Member of the Year' award
- CALAFCO University and Conference instructor of *Understanding Health Care Districts and the Role of LAFCO*, *Fiscal Health of Fire Protection Districts*, *Getting to the Nitty Gritty of Consolidation Options*, and *The New Normal- How the Economy is Affecting Service Provision*.
- Primary contributor and project manager of the CALAFCO award-winning Santa Clara Water Municipal Service Review.
- Stephenson assisted with fiscal analysis and analysis of service levels for governance studies conducted of annexation and cityhood in north Los Angeles County and in East Los Angeles.
- Contributed to multi-billion-dollar transportation financial plans for rail systems and goods movement.
- For a regional infrastructure needs assessment for the Southern California Association of Governments, Stephenson analyzed transportation, air quality, water quality, open space, and parks in the 187-city Southern California Association of Governments (SCAG) region.
- Assisted with fiscal analysis and budget projections for economic and fiscal studies for the City of Beverly Hills.

Don Jarvis MS, BS, AS**Senior Associate****Summary of Qualifications**

Don is a senior fire service manager and leader with over 40 years of experience from volunteer firefighter to Interim Fire Chief. As a Firefighters Union Executive Board Member, Don helped lead the effort that resulted in the City of Campbell contracting for service with Santa Clara County Fire Department in 1993. As an officer at County Fire, Don was active in the development and implementation of subsequent contracts with two more cities and two Fire Districts, eventually taking the lead on the renegotiation of service contracts and the non-renewal of one contract. Don served as the Emergency Medical Services Officer; Accreditation Manager; Operations Chief; Support Services (Logistics) Chief; and Assistant Chief. Don has also been the Agency lead on negotiation of labor contracts, has managed apparatus acquisition and facility construction projects, and represented the department on a variety of interagency projects. Most recently, Don served as the Interim Fire Chief at the Aptos/La Selva Fire District as they completed a long-awaited consolidation with the Central Fire District of Santa Cruz County. This led directly to Don's work with Santa Cruz LAFCO, consulting with the Executive Director on several pending fire related projects.

Professional Development & Education

- California State University, Long Beach, CA, M.S. Emergency Services Administration, 2010
- Cogswell Polytechnical College, Sunnyvale, CA, B.S. Fire Prevention Technology, 2001
- Cogswell Polytechnical College, Sunnyvale, CA, B.S. Fire Administration, 1998
- Cabrillo College, Aptos, CA, A.S. Fire Science 1979

Licensure & Certifications

- California Chief Officer Certification
- California Fire Officer Certification
- Qualified in several ICS positions
- Agency Accreditation Manager

Experience

- Former Interim Fire Chief, Aptos/La Selva Fire District
- Assistant Fire Chief (Retired), Santa Clara County Fire Department
- Over 40 years of Fire Service Experience
- Experience working with LAFCO on annexation, reorganization, and fire project consulting
- Negotiated contracts for fire service with Cities and Fire Districts; Negotiate labor agreements

Associated Professional Accomplishments

- Former Board Member, Santa Clara City Redevelopment Successor Agency
- Former Working Group Member, Silicon Valley Regional Interoperability Authority
- Founding Member, Santa Clara County Incident Support Team

Lisa Driscoll MBA, BA**Senior Associate****Summary of Qualifications**

Lisa Driscoll brings a variety of experience in municipal administrative services. She retired in 2022 as the County Finance Director for Contra Costa County, California. She started her career in public service in 1984 with the County of Contra Costa. During her 38-year career, Lisa worked in the County Administrator's Office and the Private Industry Council, and had administrative responsibility primarily for County Finance, Budget, and Labor Relations.

Lisa is extremely well versed in Finance, with extensive experience in operations, budget preparation/management, long-range finance planning, revenue generation, funding strategy, and expenditure evaluation and reduction strategies. Lisa has specific experience in allocating budget resources, maximizing revenue resources, and establishing fiscal policies.

Lisa has a keen understanding of financial management, with a precision and thoroughness in financial calculations, and an extensive knowledge of public sector budgeting.

Professional Development & Education

- Master's Degree in Business Administration (MBA) with a concentration in Computer Information Systems, California State University Hayward
- Bachelor's Degree in Business Administration with a concentration in Marketing, California State University Hayward
- Associate in Arts degree from Diablo Valley College, Pleasant Hill
- Training in municipal finance, debt management, workplace investigations, and general management
- Credentialed California County Senior Executive

Experience

- County Finance Director, County of Contra Costa, California
- Senior Deputy County Administrator, County of Contra Costa, California
- Budget System Administrator, County of Contra Costa, California
- Voting Member: Deferred Compensation Committee, Debt Affordability Advisory Committee, Other Post Employment Benefit Committee
- Staffed the Finance/Capital Committee and Measure X Community Advisory Board

Associated Professional Accomplishments

- Established Contra Costa County's financing policies, including the Budget Policy, Debt Management Policy, and Workers Compensation Confidence Level Policy
- Led team that improved the Contra Costa County's credit rating from Standard & Poor's from "AA" to "AAA" and the credit rating from Moody's from "Aa3" to "Aa1"
- Led staff on successful debt issuance, eleven Distinguished Budget Presentation awards, and 50+ labor contract negotiations

Laura Blaul MPA, BA

Senior Associate



Summary of Qualifications

Dedicated and accomplished executive, manager, mentor, teacher, student and servant leader with career and life experiences centered around purpose, service, and results. Over 28 years of fire service experience, progressing from Paid Call Firefighter to Assistant Chief/Fire Marshal. Experienced in establishment of evaluation criteria and performance indicators/metrics to determine impact. Thought leader and forward-thinking change agent excelling in the use of analytical results to plan and execute new directions. Expertise in in problem solving and related efforts to build stronger and more resilient local communities. Excited about influencing and understanding results and impacts.

Professional Development & Education

- University of California, Irvine, Hazardous Materials Program Certificate
- California State University, Long Beach – Public Administration MA
- California State University, Chico – Chemistry and Biology BA

Professional Experience

- Board Member/Policy & Board Development Committees, California Fire Safe Council, 2017–present
- Board/Code Development Member, International Fire Chiefs, Fire & Life Safety Section, 2013–2016
- Wildland Policy Committee Member, International Fire Chiefs Association, 2012–2016
- State Workgroup Leader, Automatic Extinguishing Systems Certification Program, CA OSFM, 2015
- Assistant Chief/Fire Marshal, Orange County Fire Authority, 1987–2013
- Paid Call Firefighter, Orange County Fire Authority, 1985–1987
- Fire Service Member on Advisory Committee, California Building Standards Commission, 2010–2013
- Advisory Committee (founding member) CA Fire Chiefs/CA Building Officials, 2005–2013
- Code Development Chair, International Code Council, Southern California Chapter, 1998–2011
- President/Board Member, California Fire Chiefs Association, Fire Prevention Officers, 2000–2005
- Instructor for Building Design for Hazardous Materials Course, Hazardous Materials Certificate Program, University of California, Irvine, 1995–1998
- Instructor for Regulatory Framework, Environmental Compliance Program, CSU, Fullerton, 1997–1999

Associated Professional Accomplishments

- Transformed Risk Management Department to one focused on results.
- Created a methodology and processes to identify and define risks; revised data collection and analysis practices to support new system. Accurate and reliable data now used to drive decisions.
- Evaluated every program and either modified to target prioritized risks or decommissioned.
- Prepared & monitored annual budgets & revenues for public and fee-funded programs; managed contract services and purchased needed resources. Developed first program-based budget.
- Developed new fee program supported by the development community and unanimously approved by 24-member Board of Directors despite a 100% overall increase in fees. New program eliminated General Fund subsidy of 48% and recovered 100% of costs for services.
- Reconstituted the Hazardous Materials Program, reducing customer fees by 80%.
- Expanded budget by 20% through grants and program sponsors; increased workforce by 30% through program partnerships.
- Co-Created (w/Ventura County Fire) and piloted the Ready, Set, go! wildfire mitigation program, which was adopted by the USFS and I-Chiefs as a national program to reduce wildfire losses.

Frank Blackley MPA, EFO, BS
Senior Associate



Summary of Qualifications

Chief Blackley has more than 35 years of experience in the fire service and has served with several departments in southeastern North Carolina. His service began at the Wilmington Fire Department before spending nearly 10 years at the Wrightsville Beach Fire Department. In 1996, he began working with New Hanover County Fire Rescue as a fire inspector/investigator. In 1999, he returned to the Wilmington Fire Department as an inspector and was promoted to Assistant Chief and Fire Marshal in 2001. He served in this role until 2009, then transferred to Assistant Chief of Operations. In 2012, he assumed his last role as Assistant Chief of Support Services.

Chief Blackley brings a long list of education, experience, and technical expertise to AP Triton. With experience in both combination and career departments, he possesses a demonstrated record of professionalism and a commitment to excellence. In addition to fire administration and management accomplishments, Chief Blackley has contributed to Vision 20/20 as a technical advisor for several states and developed a new Outcome Measures Guide. He has spoken nationally on Community Risk Reduction and how to use data in decision-making. He is familiar with the Center for Public Safety Excellence accreditation process and wrote several categories for his previous department.

Educational Background

- University of North Carolina Wilmington, Master's Public Administration, Urban and Regional Policy and Planning, 2011
- Executive Fire Officer Program, Emmitsburg, MD, 2009
- University of Maryland University College, Bachelor of Science in Fire Science, 1996
- Guilford Technical Community College, Associate of Science in Fire Science
- Commission on Professional Credentialing, Chief Fire Officer

Professional Experience

- Consultant, Emergency Services Consulting International (ESCI), 2019–2020
- Technical Advisor, Vision 20/20
- Assistant Fire Chief, City of Wilmington, NC
- Deputy Fire Marshal, New Hanover County, NC

Relevant Experience

- President, North Carolina Fire Marshal's Association
- Chair, New Hanover County Public Safety Communication Center Policy Board
- Member, North Carolina Fire Code Revision Committee

Associated Professional Accomplishments

- Assisted in the development of the Community Risk Reduction course for National Fire Academy
- Developed the Outcome Measures Guide for Vision 20/20
- Published author, Crisis Response Journal, Hurricane Florence: Response and Recovery

Laura Beth Schmidt, MS, GISP
Data Analyst



Summary of Qualifications

Laura has been working with geospatial technologies since 2001. Her twenty-year career has provided her with experience in a broad array of utilization of GIS. A creative problem solver, Laura has a diverse and creative set of organization and communication skills. She applies these skills and experiences to envisioning the creation of GIS programs, roles, and structures. She has worked with private, federal, state, and local stakeholders and has extensive experience with enterprise GIS, asset management implementation, databases, and Web GIS solutions. She has solid and practical experience in providing insightful spatial analysis into the problem of site selection, resource allocation, incident densities, and network analysis. Laura brings a hard-won confidence and a calming persona to challenging projects and naturally and seamlessly builds siloed individuals into teams. She is a natural leader.

Professional Development & Education

- Master of Science, University of South Carolina, Columbia, SC, 2001
- Bachelor of Science, University of South Carolina, Columbia, SC, 1998, Magna Cum Laude

Licensure & Certifications

- Geographic Information Systems Professional (GISP), GIS Certification Institute, 2021–Present
- GIS Surveyor License, South Carolina Board of Professional Engineers & Land Surveyors (*inactive*)

Experience

- Deputy Emergency Management Coordinator, Roanoke Fire & EMS Department, 2023–Present
- Co-Owner, EMgis Partners, LLC, Highland, FL, (*Remote*), 2015–Present
- GIS Specialist, City of Roanoke Department of Transportation, Roanoke, VA, 2018–2023
- State Coordinator, OHV Program, Great Basin Institute, Carson City, NV 2018
- Site Inspector & Data Technician, CG Celio & Sons Co., Woodfords, CA, 2010–2018
- Resource Manager, North Inlet–Winyah Bay National Estuarine Research Reserve, Georgetown, SC, 2001–2005

Associated Professional Accomplishments

- Southwest Virginia (Region VI) All Hazards Incident Management Team (Type III), 2019–Present
- Virginia Maps & Land Information Society (VAMLIS), 2020–Present
- Co-Author of multiple peer-reviewed professional journal articles.

Eric A. Schmidt MA, GISP
Technical Specialist (GIS)



Summary of Qualifications

Mr. Schmidt has over thirty years of professional experience in mapping and geospatial technologies in both the private and public sectors. Over the last eleven years, he has been engaged full-time in local government, where he has gained substantial experience in enterprise GIS in support of Fire & EMS, Law Enforcement, and Emergency Management. In addition, he is experienced in supporting unified command and incident management teams for large-scale wildland fires and other regional events. Over the past two decades, he has participated in numerous standards of cover studies, ISO ratings, hazard mitigation studies, and community risk assessments. Mr. Schmidt has a strong vision for integrating GIS technologies into daily workflows and building a GIS-centric approach to large and small organizations.

Professional Development & Education

- Master of Arts, Appalachian State University, Boone, NC, 2001
- Bachelor of Arts, University of Tennessee, Knoxville, TN, 1991
- Public Leadership Certificate, University of Nevada, Reno, NV, 2013

Licensure & Certifications

- Geographic Information Systems Professional (GISP), GIS Certification Institute, 2007–Present
- FAA Remote Aircraft Pilot (UAS), 2021–Present
- GIS Surveyor License, South Carolina Board of Professional Engineers & Land Surveyors (*inactive*)

Experience

- Managing Partner, EM GIS Partners, LLC, Highland, FL, (*Remote*), 2015–Present
- GIS Coordinator, County of Franklin, VA, Rocky Mount, VA, 2018–Present
- GIS Supervisor, Douglas County, NV, Minden, NV, 2010–2018
- Director of Technology, Site Tech Systems, LLC, Murrells Inlet, SC, 2002–2009
- GIS Analyst, Sky Aviation, Georgetown, SC, 2000–2002
- Departmental Supervisor, University of Tennessee, Knoxville, TN, 1992–1997

Associated Professional Accomplishments

- Virginia Maps & Land Information Society (VAMLIS), President Elect, 2020–Present
- Southwest Virginia (Region VI) All Hazards Incident Management Team (Type III), 2019–Present
- Nevada Geographic Information Society, Board of Directors 2012–2018, Vice President, 2013–2016
- Support Services Volunteer, Midway Fire-Rescue, Pawleys Island, SC, 2005–2010

Jaime Villa

Senior Associate/EMS SME

Summary of Qualifications

Jaime Villa is an experienced EMS professional with a remarkable 18-year career in both private and public prehospital settings. As the EMS Coordinator at the Oxnard Fire Department, Jaime has been responsible for overseeing all EMS programs, conducting research, developing and implementing EMS initiatives, managing budgets, ensuring regulatory compliance, and providing clinical education. In addition to administrative tasks, Jaime has been actively involved in operational duties, conducting multifactorial retrospective system analysis to aid command staff in making informed decisions during disaster responses. Jaime also has a strong teaching background, having served as a Lead Emergency Medical Technician (EMT) Instructor, preparing students for national registry EMT certification. Furthermore, Jaime has an impressive list of professional achievements, including being a founding member of Ventura County Hospice and TB direct observed therapy programs, as well as leading various initiatives during the COVID-19 pandemic. With an extensive list of certifications and awards, Jaime's qualifications are evidence of their dedication and expertise in the EMS field.

Educational Background

- Daniel Freedman/UCLA—Community Paramedic, Moorpark, CA (January 2015–March 2015)
- Bakersfield College—Paramedic School, Bakersfield, CA (January 2009–December 2009)
- Simi Valley Adult School—EMT School, Simi Valley, CA
- Moorpark College—EMT School, General Education, Moorpark, CA
- Oxnard College—Regional Fire Academy, Oxnard, CA (August 1999–December 1999)

Professional Experience

- EMS Coordinator—Oxnard Fire Department (May 2017–Present)
- Supervisor—Oxnard Fire Department (February 2012–May 2018)
- Community Paramedic—Oxnard Fire Department (August 2015–November 2018)
- Paramedic—Oxnard Fire Department (January 2010–April 2010)
- Emergency Medical Technician—Oxnard Fire Department (September 2000–January 2004)

Relevant Qualifications

- EMS program development and oversight.
- Budget management and regulatory compliance.
- Clinical education and EMS policy implementation.
- Agency representation to allied and governmental organizations.
- Research and purchasing of EMS-related equipment.
- Multifactorial retrospective system analysis for informed decision-making.
- Emergency response as a field paramedic and ICS overhead responsibilities.

Certifications & Professional Certificates

- Community Paramedic-Certified
- NAEMSE Level 1 Instructor
- S-359 Medical Unit Leader
- L380 Fire Leadership
- I100-300
- NIMS 700-800
- Ca State Paramedic License
- ACLS, PALS
- BLS
- AHA BLS Instructor
- Tactical EMS Technician (40 hour POST) CA EMSA
- Handtevy Pediatric Instructor
- Ambulance Services Managers Course
- Designated Infection Control Officers Course
- Paramedic Preceptor/FTO
- NBC Decontamination Team Leader (USMC)

Denise Pangelinan, CMCP**Senior Associate/Dispatch SME****Summary of Qualifications**

Denise Pangelinan is an experienced 911 Communications professional, devoting over 30 years to the public safety profession. Denise is currently the Director of Emergency Communications for San Ramon Valley 911, which is a multi-discipline (Police/Fire/EMS) communications center in Contra Costa County, California. Denise has experience at all levels of an organization from frontline, supervisory, management and executive leadership. Denise has dispatched and managed specialty assignment teams such as SWAT Tactical and Fire Incident Dispatch, health and wellness committee and peer support. She has an extensive project management background with technical projects such as station alerting, CAD, radio and phone equipment. She is currently on the CA State 9-1-1 Advisory Committee.

Professional Development & Educational Background

- Bachelor of Arts, Business Administration, St. Mary's College of California
- Center Manager Certification Program, National Emergency Number Association
- Emergency Management Certification, California Specialized Training Institute
- Basic, Advanced and Supervisory Certification, Peace Officers Standards and Training
- Emergency Medical Dispatch, International Academy of Emergency Dispatch
- Emergency Fire Dispatch, International Academy of Emergency Dispatch
- Leadership San Ramon Valley

Professional Experience

- Director of Emergency Communications, San Ramon Valley 911, 2016–present
- Communications Center Manager, San Ramon Valley Fire Protection District, 2009–2016
- Public Safety Supervisor, City of Milpitas, 1989–2009
- Public Safety Dispatcher, City of Milpitas, 1985–1989
- Records Clerk, Santa Clara County Sheriff's Office, 1984–1985

Relevant Qualifications & Project Management

- Implemented consolidation of Primary PSAP (Police/Fire and EMS Services)
- Accredited Emergency Fire and Medical Communications Center
- Developed pilot program for Mental Health, 988 response procedures
- Increased Insurance Services Office (ISO) rating to 100 percent within Communications Center
- New construction of 911 Communications Center/Emergency Operations Center
- Project oversight of remodeled Public Safety Complex
- Implementation of Quality Assurance process
- Design and implementation of a Mobile Communications response unit for Police and Fire
- Operations manual development
- Procurement of CAD, radio and phone equipment utilizing grants and state funding
- Hiring, recruitment and retention
- Scheduling and staffing

Professional Affiliations

- National Emergency Number Professional (NENA)
- Association of Public Communications Officers (APCO)
- International Academy of Emergency Dispatch (IAED)

Melissa Vazquez Swank MA, BA

Senior Associate/Director of Project Operations

**Summary of Qualifications**

With a demonstrated professional journey spanning over a decade, Melissa Vazquez Swank has become a venerated figure in project management and administration. Her specialization lies in handling the multifaceted administrative aspects of project-related assignments. This includes the meticulous planning, precise tracking, and robust documentation of numerous projects from inception at the Request for Proposal (RFP) phase through to a successful closeout.

As Director of Project Operations with over 10 years of experience, Melissa's contribution to business transcends conventional roles. She is dedicated to ensuring that all products not only meet but often exceed professional standards. Her proactive approach in enhancing project efficiency, through the reduction of time and elimination of product waste, stands as a testimony to her commitment to excellence.

Melissa's professional acumen, attention to detail, and comprehensive training equip her to provide unmatched project management support. Her passion for accuracy, fact-checking, and optimal performance permeates every facet of her professional endeavors, aligning with AP Triton's commitment to innovative and high-quality solutions.

Professional Development & Education

- Portland State University: MA, Public History/Native American History, 2010–2013
- Portland State University: BA, History, 2007–2009

Professional Experience

- AP Triton: Director of Project Operations, November 2022–Present
- AP Triton: Professional Services Manager, September 2021–October 2022
- 3:17 Associates: Owner, Principal Consultant, 2021–Present
- Emergency Services Consulting International (ESCI): Various roles including Quality Assurance & Recruitment Specialist, January 2020–August 2021; Recruitment Specialist, July 2017–January 2020; Technical Proofer and Quality Assurance Specialist, March 2015–January 2020
- Portland State University: Adjunct Research Assistant, December 2015–2018
- Freelance: Virtual Assistant, December 2014–Present
- Emergency Services Consulting International (ESCI): Project Administrator, Sept. 2013–June 2014

Project Experience

- Alameda City FD, CA: CRA-SOC
- Central FD (Santa Cruz County, CA): Master Plan & Strategic Plan
- Napa County FD, CA: Master Plan
- Pasco FD, WA: Master Plan & Strategic Plan
- Redmond FD, OR: Master & Strategic Plan
- Santa Barbara FD: CRA-SOC
- Santa Clara LAFCO, CA: MSR-SOI Update
- Yamhill County Fire Departments, OR: Consolidation Feasibility Strategic Plan

PROJECTS & EXPERIENCE

The following is a *partial* list of Triton's current and former clients. An expanded list can be provided upon request.

- Aberdeen Fire Department (WA)
- City of Alameda Fire Department (CA)
- Alameda County FPD (CA)
- Alameda County Fire Chiefs Association (CA)
- Alaska Fire Chiefs Association (AK)
- Albany Fire Department (OR)
- Anaheim Fire and Rescue (CA)
- Berkeley Fire Department (CA)
- Bethel Fire Department (AK)
- Blaine County (ID)
- Brattleboro Fire Department (VT)
- Brea Fire Department (CA)
- Brigham City Fire Department (UT)
- Fremont Fire Department (CA)
- California Fire Chiefs Association (CA)
- California Metro Chiefs Association (CA)
- Carlsbad Fire Department (CA)
- Carroll County Ambulance District (MO)
- Carson City Fire Department (NV)
- Central Jackson County FPD (MO)
- Central Fire District of Santa Cruz County (CA)
- Central Kitsap Fire & Rescue (WA)
- Central Pierce Fire Protection (WA)
- Chariton County Ambulance District (MO)
- Chica Fire Department (CA)
- Chula Vista Fire Department (CA)
- City of Costa Mesa Fire Department (CA)
- Coalinga Fire Department (CA)
- Contra Costa County FPD (CA)
- Cowlitz 2 Fire & Rescue (WA)
- DeKalb County Fire Rescue (GA)
- City of Downey Fire Department (CA)
- Douglas Okanogan County FD 15 (WA)
- El Dorado Hills Fire Department (CA)
- Fort Myers Fire Department (FL)
- Eureka Fire Protection District (MO)
- Fairfield Fire Department (CA)
- Fort Myers Fire Department (FL)
- City of Fresno Fire Department (CA)
- Fullerton Fire Department (CA)
- Gig Harbor/Pierce FD #5 (WA)
- Golden Fire Department (CO)
- Grand River Regional Ambulance (MO)
- Gray's Harbor Fire District #5 (WA)
- Hawaii Fire Chiefs Association (HI)
- Hermosa Beach Fire Department (CA)
- Huntington Beach Fire Department (CA)
- Idaho Fire Chiefs Association (ID)
- Kennewick Fire & Ambulance (WA)
- Kern County Fire Department (CA)
- Lake Ozark FPD (MO)
- La Verne Fire Department (CA)
- Lincoln Fire & Rescue (NE)
- City of Long Beach (CA)
- Milwaukee Fire Department (WI)
- City of Napa Fire Department (CA)
- City of Pflugerville (TX)
- Placer LAFCO (CA)
- San Bernardino County JPA (CA)
- City of San Diego Fire Department (CA)
- Santa Barbara County Fire Chiefs Association (CA)
- Santa Clara LAFCO (CA)
- Santa Cruz County Fire Department (CA)
- Santa Cruz LAFCO (CA)
- Seattle Fire Department (WA)
- Solano County Fire Chiefs Association (CA)
- Sonoma County Fire District (CA)
- Sonoma Valley Fire Department (CA)
- Stockton Fire Department (CA)
- Sunnyside Fire Department (WA)
- Tacoma Fire Department (WA)
- Tualatin Valley Fire & Rescue (OR)
- Ukiah Valley Fire Authority (CA)
- Utah Fire Chiefs Association (UT)
- Vacaville Fire Department (CA)
- Valley Center Fire Protection District (CA)
- Ventura County Fire Department (CA)
- Washington Fire Chiefs Association (WA)
- Watsonville Fire Department (CA)
- Webster Fire Department (TX)
- Whitefish Fire Department (MT)
- Williston Fire Department (VT)

Project Types

The following is a *partial* list of projects in which the members of the Project Team for this study have either served as the Project Manager or participated in. Our team has participated in dozens of studies throughout the United States.

Project Description

- Ambulance Services Optimization Study:
- Ambulance Services Optimization Study:
- Ambulance Services Study:
- Ambulance Services RFP:
- Annexation Study (three districts):
- BLS Ambulance System Valuation:
- Community Risk Assessment/SOC:
- Community Risk Assessment/SOC:
- Community Risk Assessment/SOC:
- Community Risk Assessment/SOC:
- Community Risk Assessment/SOC:
- Community Risk Assessment/SOC:
- Community Risk Assessment/SOC:
- Community Risk Assessment/SOC:
- Community Risk/Service Delivery Analysis:
- Consolidation Feasibility Study:
- Cooperative Services Study:
- Countywide Fire Service Review:
- Emergency Operations Plan:
- EMS Feasibility & Optimization Study:
- EMS Feasibility Study:
- EMS Optimization Study:
- EMS Optimization Study & Transition Plan:
- EMS Strategic Assessment & Analysis:
- EMS Sub-Contractor RFP Response:
- EMS Sub-Contractor RFP Response:
- EMS Optimization and Feasibility Study:
- EMS System Evaluation:
- Financial Analysis:
- EMS System Valuation:
- EMS Transportation & Optimization Study:

Organization

Alameda County Fire Chiefs Association (CA)
 Santa Barbara County Fire Department (CA)
 Modesto FD/Stanslaus County OES (CA)
 Sonoma County Fire District (CA)
 Contra Costa County FPD (CA)
 Seattle Fire Department (WA)
 Coalinga Fire Department (CA)
 Davidson Fire Department (NC)
 La Verne Fire Department (CA)
 Medford Fire Department (OR)
 San Ramon Valley Fire Protection District (CA)
 Santa Barbara (City) Fire Department (CA)
 Santee Fire Department (CA)
 Elk Creek Fire Protection District (CO)
 Clifton FPD/Grand Junction FD (CO)
 Santa Clara LAFCO (CA)
 Carolina Panthers, Bank of America Stadium
 Webster Fire Department (TX)
 Brattleboro Fire Department (VT)
 Burbank Fire Department (CA)
 Carson City Fire Department (NV)
 City of Ontario/San Bernardino County (CA)
 CONFIRE JPA (CA)
 Santa Barbara County Fire Department (CA)
 San Diego Fire Department (CA)
 Truckee Meadows Fire Protection District (NV)
 Long Beach Fire Department (CA)
 San Luis Obispo Fire Chiefs Association (CA)
 Alameda County Fire Chiefs Association (CA)

Project Description

- EMS Transportation & Optimization Study:
- Facilities Master Plan:
- Fire Department Cooperative Services Study:
- Fire District Consolidation Study:
- Fire Services Analysis:
- Fire Services Special Study:
- Fire Station Location Study:
- Fire Station & CRA/SOC Study:
- Fire/EMS Assessment:
- First Responder Fee Study:
- First Responder Fee Study:
- First Responder Fee Study:
- Long-Range Fire Department Master Plan:
- Long-Range Master Plan:
- Management Audit:
- Master Plan:
- Master Plan:
- Master Plan:
- Master Plan & Community Risk Assessment:
- Master Plan & CRA-SOC:
- Master Plan & Strategic Plan:
- Organizational & Operational Analysis:
- Municipal Service Review & SOI Study:
- Municipal Service Review & SOI Study:
- Optimization Study:
- Organizational Analysis:
- Prevention Fee Study:
- Regional Ambulance Study:
- Staffing Study & Operational Analysis:
- Strategic Plan:
- Strategic Plan:
- Strategic Plan:
- Strategic Plan:
- Valuation Study:

Organization

Solano County Fire Chiefs Association (CA)
 Redmond Fire Department (OR)
 Golden/Fairmount/Pleasant View FDs (CO)
 Clackamas Fire District 1 (OR)
 Williston Fire Department (VT)
 Santa Cruz LAFCO (CA)
 Portland Fire Department (TX)
 Montecito FPD (CA)
 Pflugerville Fire Department (TX)
 Merced Fire Department (CA)
 Napa Fire Department (CA)
 Truckee Meadows Fire Protection District (NV)
 Templeton Fire & Emergency Services (CA)
 Fairfield Fire Department (CA)
 Menlo Park Fire Protection District (CA)
 American Canyon Fire Protection District (CA)
 Orting Valley Fire-Rescue (WA)
 Whitefish Fire Department (MT)
 Brigham City Fire Department (UT)
 Central Fire District of Santa Cruz County (CA)
 Redmond Fire & Rescue (OR)
 City of Napa Fire Department (CA)
 Placer LAFCO (CA)
 Nevada LAFCO (CA)
 Alameda County Fire Chiefs Association (CA)
 Grand Junction Fire Department (CO)
 Suisun City Fire Department (CA)
 Eastern Placer County JPA (CA)
 Derby Fire Department (KS)
 Aspen Fire Department (CO)
 Blaine County Ambulance Service District (ID)
 Davidson Fire Department (NC)
 Central Fire District of Santa Cruz County (CA)
 Pflugerville Fire Department (TX)

CLIENT REFERENCES

The following are several references and projects out of the hundreds of projects and studies previously completed by Triton. Additional references and example studies can be provided upon request. Sample studies are hyperlinked in the references.

Placer Local Agency Formation Commission (California)			
Project Title & Description: Municipal Service Review & Sphere of Influence Study			
Placer LAFCO retained AP Triton to prepare a municipal service review (MSR) and sphere of influence (SOI) study covering six special districts, five fire departments, and one county service area. AP Triton is preparing the study to satisfy the outlined MSR and SOI requirements, and to provide a well-researched study that creates a platform to facilitate dialogue among the stakeholders. Triton's study will drive discussions involving enhancing service efficiencies, governance efficiencies, funding opportunities, and where necessary, to pursue sphere, boundary, and governance changes.			
Contact Name/Title:	Michelle McIntyre, Executive Officer	Year:	2022-
Client Phone:	530-889-4097	Client E-Mail:	mmcintyre@placer.ca.gov
Project Manager:	Kurt Latipow	Status:	In progress

Santa Clara Local Agency Formation Commission (California)			
Project Title & Description: Countywide Fire Service Review			
Santa Clara LAFCO retained AP Triton to prepare a Countywide Fire Service Review. Triton is performing the study in compliance with applicable California Government Code section, local LAFCO policies, and the latest available LAFCO Municipal Service Review Guidelines prepared by the Governor's Office of Planning and Research (OPR). The municipal service reviews (MSRs) will be used to inform the update of sphere of influences (SOIs) along with possible reorganizations such as annexations, dissolutions, or mergers of local public agencies that provide fire protection in Santa Clara County.			
Contact Name/Title:	Neelima Palacherla, Executive Officer	Year:	2022-
Client E-Mail:	Neelima.Palacherla@ceo.sccgov.org		
Project Manager:	Kurt Latipow	Status:	In progress
Public Review Draft:	Countywide Fire Service Review		

FIRE & EMS MSR-SOI UPDATE | NAPA LAFCO

Santa Cruz Local Agency Formation Commission (California)			
Project Title & Description: Fire Study			
Santa Cruz LAFCO retained AP Triton to prepare a special study on the impacts of the potential detachments of territory from County Service Areas 4 ("Pajaro Dunes") and 48 ("County Fire") and the concurrent annexation of the detached territory to the neighboring independent fire protection districts (7 in total). This special Fire Study will evaluate the impacts of the potential reorganizations, including a detailed analysis of the cost savings and fiscal impacts.			
Contact Name/Title:	Joe Serrano, Executive Officer	Year:	2022-
Client Phone:	(831) 454-2055	Client E-Mail:	joe@santacruzafco.org
Project Manager:	Kurt Latipow	Status:	In progress

Contra Costa County FPD/East Contra Costa FPD (California)			
Project Title & Description: Phase One: Annexation Financial Feasibility Study			
Triton was retained by the fire districts to conduct an analysis and determine the financial efficacy of CCCFPD annexing ECCFPD, and to make recommendations accordingly. Triton's analysis demonstrated that annexation was fiscally possible and made recommendations to move forward with Phase Two: Annexation Feasibility Study, which was recently completed.			
Contact Name/Title:	Lewis Broschard, Fire Chief	Year:	2020
Client Phone:	925.941.3300	Client E-Mail:	Lewis.broschard@cccfd.org
Project Manager:	Kurt Latipow	Status:	Completed
Completed Report:	Contra Costa County Fire District Annexation Feasibility Study, Vol. One Contra Costa County Fire District Annexation Feasibility Study, Vol. Two		

Placer Local Agency Formation Commission (California)			
Project Title & Description: Financial Update for North Tahoe FPD and Meeks Bay FPD			
Placer LAFCO retained AP Triton to research and update the contents of the financial analysis section of the previous (2018) Performance Review and Examination of Alternative Governance Models conducted on behalf of the North Tahoe and Meeks Bay Fire Protection Districts (NTFPD and MBFPD). The purpose of the update was to provide the applicant with necessary and updated financial analyses and projections as required to complete all components of the MBFPD and NTFPD Application for Reorganization.			
Contact Name/Title:	Michelle McIntyre, Executive Officer	Year:	2022
Client Phone:	530-889-4097	Client E-Mail:	mmcintyre@placer.ca.gov
Project Manager:	Kurt Latipow	Status:	Complete
Completed Report:	Financial Update for Placer LAFCO		

CLIENT TESTIMONIALS

- The AP Triton team provided well-researched information that I believe will help my Commission make informed decisions. My Commission was pleased with the outcome of the financial analysis and recently contracted AP Triton for a much more comprehensive study.
—*Placer LAFCO, California*
- Exceptional product and process! Very pleased with the experience with AP Triton. The Project Manager and Project Team were extremely knowledgeable, professional, and exceptional to work with. I would like to bring them back for more projects in the future.
—*Blaine County, Idaho*
- It was a pleasure working with your staff. [Our Project Manager] did a fantastic job, and the others on the team were very good to work with. All were knowledgeable and experienced in their fields. The well-rounded team ensured a complete and accurate report. We hope to work with your team again in the future.
—*Brigham City Fire Department, Utah*
- I highly recommend them to any fire department or EMS agency looking to get perspective from consultants that use data and many years of experience and wisdom to make informed determinations. It is obvious that they know their stuff. We are very pleased with the results.
—*North View Fire District, Utah*
- [AP Triton] communicated clear timelines from the outset and provided multiple opportunities for us to clarify and adjust the scope of our project. Most impressively, the AP Triton team remained responsive and assisted the Seattle Fire Department well beyond the completion of our evaluation. AP Triton's reputation as a leader in the industry is well earned.
—*Seattle Fire Department, Washington*

FIRE & EMS MSR-SOI UPDATE | NAPA LAFCO

Client#: 1626412 APTRI

ACORD CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY)
3/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 2375 E. Camelback Road, Suite 250 Phoenix, AZ 85016 877 468-6516	CONTACT NAME: Tracy Bennett PHONE (A/C No. Ext): 818 251 3045 FAX (A/C No.): E-MAIL ADDRESS: Tracy.Bennett@usi.com
INSURED AP Triton, LLC 1309 COFFEEN AVE STE 3178 Sheridan, WY 82801	INSURER(S) AFFORDING COVERAGE NAID # INSURER A: StarStone National Insurance Company 25496 INSURER B: Continental Casualty Company 20443 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NEP LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROTECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ OTHER \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: \$ RETENTION \$		78295D221ALJ	03/27/2023	03/27/2024	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 PER STATUTE <input type="checkbox"/> OTH \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYED \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liab		596516681	03/27/2023	03/27/2024	\$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101). Additional Remarks Schedule, may be attached if more space is required

CERTIFICATE HOLDER Evidence Of Insurance	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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FIRE & EMS MSR-SOI UPDATE | NAPA LAFCO



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/18/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<p>PRODUCER  Ann Gardner 851 Coffeen Avenue Sheridan WY 82801</p>	<p>CONTACT NAME: Ann Gardner PHONE (A/C, Mo, Ext): 307-872-5615 FAX (A/C, No): EMAIL: ann.g.gardner.hdr@statefarm.com ADDRESS: ann.g.gardner.hdr@statefarm.com</p>														
<p>INSURED AP TRITON LLC 1309 COFFEEN AVE STE 3178 SHERIDAN WY 828015777</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: State Farm Mutual Automobile Insurance Company</td> <td>25178</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: State Farm Mutual Automobile Insurance Company	25178	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: State Farm Mutual Automobile Insurance Company	25178														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

MSR LTR	TYPE OF INSURANCE	ADD BUD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<p>COMMERCIAL GENERAL LIABILITY</p> <p>CLAIMSMADE <input type="checkbox"/> OCCUR</p> <p>GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> SCHED <input type="checkbox"/> LOC <input type="checkbox"/> OTHER</p>					<p>EACH OCCURRENCE - DAMAGE TO RENTED PREMISES (EX-ACCIDENT)</p> <p>MED EXP (Any one person)</p> <p>PERSONAL & ADY INJURY</p> <p>GENERAL AGGREGATE PRODUCTS - COMP/OP AGG</p>
A	<p>AUTOMOBILE LIABILITY</p> <p>ANY AUTO OWNED <input type="checkbox"/> AUTO ONLY <input checked="" type="checkbox"/> SCHEDULED AUTO NON-OWNED <input checked="" type="checkbox"/> AUTO ONLY</p>	Y Y	080 1204 C01 50E	09/01/2023	03/01/2024	<p>COMBINED SINGLE LIMIT (Ex-accident) \$ 2,000,000</p> <p>BODILY INJURY (Per person)</p> <p>BODILY INJURY (Per accident)</p> <p>PROPERTY DAMAGE (Per accident)</p>
	<p>UMBRELLA LIAB</p> <p>EXCESS LIMIT <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/></p> <p>DED <input type="checkbox"/> RETENTION \$</p>					<p>EACH OCCURRENCE</p> <p>AGGREGATE</p>
	<p>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</p> <p>ANY PROFESSIONAL SERVICE/REGULATIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in HI) <input type="checkbox"/> Yes, describe under DESCRIPTION OF OPERATIONS below</p>	N/A				<p>PER STATE/EX</p> <p>E.L. EACH ACCIDENT</p> <p>E.L. DISEASE - EA EMPLOYEE</p> <p>E.L. DISEASE - POLICY LIMIT</p>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 181, Additional Remarks, Schedules, may be attached if more space is required)

CERTIFICATE HOLDER

AP Triton LLC
1309 Coffeen Ave Ste 3178
Sheridan WY 82801
INFORMATIONAL COPY ONLY

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE


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A Commitment to Service

ATTACHMENT 2
County Executive Office

1195 Third St.
Suite 310
Napa, CA 94559
www.NapaCounty.gov

Main: (707) 253-4421
Fax: (707) 253-4176

Ryan J. Alsop
Chief Executive Officer

County of Napa

Office of the County Executive
1195 Third Street, Suite 310
Napa, CA 94559

February 26, 2026

Napa County Local Agency Formation Commission
c/o Executive Officer
1030 Seminary Street, Suite B
Napa, CA 94559

Subject: Request to Extend Municipal Service Review and Sphere of Influence Study on Fire Services through December 31, 2025

Dear Chair and Commissioners:

On behalf of the County of Napa, we respectfully request that the ongoing Municipal Service Review (MSR) and Sphere of Influence (SOI) study on Fire Services incorporate service, operational, and financial data through December 31, 2025.

As part of the current review, the Cities of Calistoga and St. Helena received updated Community Risk Assessments and Standards of Cover analyses. However, the County of Napa, the City of Napa, and the City of American Canyon are presently represented in the study by assessments and master planning documents that date back to 2023 and in the case of Napa County data utilized through the end of 2022. Since that time, significant operational, organizational, technological, and financial changes have occurred that materially affect service delivery, response performance, and long-term planning assumptions of these fire departments.

For example, the County has implemented changes in dispatch practices, including the integration of Tablet Command for apparatus response. This technology has streamlined notification processes, improved situational awareness, and measurably reduced turnout and responses times across the Napa County Fire Department.

These improvements directly impact performance metrics, deployment modeling, and risk analysis assumptions that are foundational to the MSR. A current review of the 2023 Long Range Master Plan shows over 70% of recommendations completed, highlighting the significant work performed by fire department personnel.

In addition to dispatch modernization, the County has advanced wildfire mitigation investments, restructured elements of fire operations, strengthened mutual and automatic aid coordination, and continued to align service delivery with fire standards. These changes collectively alter both baseline performance data and forward-looking planning assumptions.

An MSR and SOI study must serve as a durable planning document that informs governance, boundary determinations, and service expectations for years to come. A report relying on a varied date range of data risks becoming irrelevant and inactionable at the time of adoption. Incorporating data through the end of 2025 will ensure the Commission's findings and determinations accurately reflect current service realities, operational capacity, and regional coordination practices.

We recognize the importance of timely completion of the study and stand ready to assist staff in providing updated documentation, performance metrics, financial data, and narrative context necessary to efficiently integrate 2025 information. Our goal is to ensure that LAFCO's final product is comprehensive, accurate, and positioned to guide thoughtful policy decisions.

Thank you for your consideration of this request and for your continued partnership in supporting effective and sustainable local government services throughout Napa County.

Respectfully submitted,



Ryan J. Alsop
Chief Executive Officer
County of Napa

CC:

- Jason Holley - American Canyon City Manager
- Geoff Beleya - American Canyon Fire Protection District Chief
- Mitchell Celaya - Calistoga City Manager
- Jed Matcham - Calistoga City Fire Chief
- Matt Ryan – Napa County Fire Chief
- Steve Potter – Napa City Manager
- Zach Currens – Napa City Fire Chief
- Anil Comelo - St. Helena City Manager
- Jon Sorenson – St. Helena City Fire Chief



Local Agency Formation Commission of Napa County
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We Manage Local Government Boundaries, Evaluate Municipal Services, and Protect Agriculture

Agenda Item 7e (Consent/Information)

TO: Local Agency Formation Commission

PREPARED BY: Stephanie Pratt, Staff Analyst *SP*

MEETING DATE: June 1, 2026

SUBJECT: Third Quarter Budget Report for Fiscal Year 2025-26

SUMMARY

This is a consent item for information purposes only. Accordingly, if interested, the Commission is invited to pull this item for additional discussion with the concurrence of the Chair. No formal action will be taken as part of this item.

Consistent with local policy, the Commission will receive a third quarter budget report that shows all budgeted and actual operating revenue and expenditure accounts for the 2025-26 fiscal year through March 31, 2026, included as Attachment 1.

When the year is closed, all year-end numbers will be finalized and presented to the Commission at its December 7, 2026 regular meeting as part of the annual audit report.

ATTACHMENT

- 1) FY 2025-26 Revenue & Expense Report through March 31, 2026

Beth Painter, Chair
Councilmember, City of Napa

Paul Dohring, Commissioner
Councilmember, City of St. Helena

David Oro, Alternate Commissioner
Councilmember, City of American Canyon

Belia Ramos, Vice Chair
County of Napa Supervisor, 5th District

Anne Cottrell, Commissioner
County of Napa Supervisor, 3rd District

Joelle Gallagher, Alternate Commissioner
County of Napa Supervisor, 1st District

Jeffrey Crosswhite, Commissioner
Representative of the General Public

Eve Kahn, Alternate Commissioner
Representative of the General Public

Brendon Freeman
Executive Officer



Statement of Revenues and Expenses Budget vs. Actual

Fiscal Year: 2026 Through Period: 09

Fund: 8400 - Local Agency Formation Comm

Division: 84000 - LAFCO - Administration

Org: 8400000 - LAFCO - Administration

Object	Budget			Encumbrances	Actuals	Available Budget	% of Budget
	Adopted	Adjustments	Revised				
License, Permits and Franchises							
42690 - Permits Other/Application Fees	25,000.00	-	25,000.00	-	6,317.84	18,682.16	25.27 %
Total License, Permits and Franchises	25,000.00	-	25,000.00	-	6,317.84	18,682.16	25.27%
Intergovernmental Revenues							
43910 - County of Napa	368,975.00	-	368,975.00	-	368,975.00	-	100.00 %
43950 - Other - Governmental Agencies	368,975.00	-	368,975.00	-	368,976.00	(1.00)	100.00 %
Total Intergovernmental Revenues	737,950.00	-	737,950.00	-	737,951.00	(1.00)	100.00%
Revenue from Use of Money and Property							
45100 - Interest	10,000.00	-	10,000.00	-	25,219.39	(15,219.39)	252.19 %
Total Revenue from Use of Money and Property	10,000.00	-	10,000.00	-	25,219.39	(15,219.39)	252.19%
Charges for Services							
46800 - Charges for Services	1,000.00	-	1,000.00	-	-	1,000.00	0.00 %
Total Charges for Services	1,000.00	-	1,000.00	-	-	1,000.00	0.00%

Fund: 8400 - Local Agency Formation Comm
Division: 84000 - LAFCO - Administration
Org: 8400000 - LAFCO - Administration

Object	Budget			Encumbrances	Actuals	Available Budget	% of Budget
	Adopted	Adjustments	Revised				
Salaries and Employee Benefits							
51210 - Director/Commissioner Pay	7,200.00	-	7,200.00	-	2,400.00	4,800.00	33.33 %
51300 - Medicare	250.00	-	250.00	-	34.82	215.18	13.93 %
51305 - FICA	700.00	-	700.00	-	148.80	551.20	21.26 %
Total Salaries and Employee Benefits	8,150.00	-	8,150.00	-	2,583.62	5,566.38	31.70%
Services and Supplies							
52100 - Administration Services	630,571.00	-	630,571.00	-	366,821.04	263,749.96	58.17 %
52125 - Accounting/Auditing Services	7,500.00	-	7,500.00	-	7,346.00	154.00	97.95 %
52130 - Information Technology Svcs	31,635.00	-	31,635.00	-	22,794.00	8,841.00	72.05 %
52131 - ITS Communication Charges	2,908.00	-	2,908.00	-	1,881.00	1,027.00	64.68 %
52140 - Legal Services	35,000.00	-	35,000.00	20,613.72	18,151.28	(3,765.00)	110.76 %
52310 - Consulting Services	75,000.00	-	75,000.00	11,525.00	34,375.00	29,100.00	61.20 %
52345 - Janitorial Services	300.00	-	300.00	195.72	140.28	(36.00)	112.00 %
52515 - Maint - Software	2,892.00	-	2,892.00	-	1,797.60	1,094.40	62.16 %
52600 - Rents/Leases - Equipment	3,000.00	-	3,000.00	505.65	1,595.10	899.25	70.03 %
52605 - Rents/Leases - Buildings/Land	28,200.00	-	28,200.00	9,400.00	23,500.00	(4,700.00)	116.67 %
52700 - Insurance - Liability	12,157.00	-	12,157.00	-	-	12,157.00	0.00 %
52800 - Communications/Telephone	3,000.00	-	3,000.00	2,662.50	1,277.30	(939.80)	131.33 %
52830 - Publications and Legal Notices	1,000.00	-	1,000.00	-	422.00	578.00	42.20 %
52835 - Filing Fees	200.00	-	200.00	-	10.75	189.25	5.38 %
52900 - Training/Conference Expenses	10,000.00	-	10,000.00	-	13,562.65	(3,562.65)	135.63 %
52905 - Business Travel/Mileage	500.00	-	500.00	-	-	500.00	0.00 %
53100 - Office Supplies	1,000.00	-	1,000.00	-	382.79	617.21	38.28 %
53110 - Freight/Postage	100.00	-	100.00	-	-	100.00	0.00 %
53115 - Books/Media/Subscriptions	119.00	-	119.00	-	240.00	(121.00)	201.68 %

Fund: 8400 - Local Agency Formation Comm
Division: 84000 - LAFCO - Administration
Org: 8400000 - LAFCO - Administration

Object	Budget			Encumbrances	Actuals	Available Budget	% of Budget
	Adopted	Adjustments	Revised				
Services and Supplies							
53120 - Memberships/Certifications	3,523.00	-	3,523.00	-	2,383.00	1,140.00	67.64 %
53205 - Utilities - Electric	2,500.00	-	2,500.00	-	1,099.20	1,400.80	43.97 %
53650 - Business Related Meals/Supply	400.00	-	400.00	-	65.00	335.00	16.25 %
Total Services and Supplies	851,505.00	-	851,505.00	44,902.59	497,843.99	308,758.42	63.74%

33100 - Beginning Available Fund Balance					472,629.50		
Total Revenues	773,950.00		773,950.00		769,488.23	4,461.77	99.42 %
Total Expenditures	859,655.00		859,655.00	44,902.59	500,427.61	314,324.80	63.44 %
Net Surplus / (Deficit)	(85,705.00)	-	(85,705.00)		269,060.62		
33100 - Current Available Fund Balance					741,690.12		



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We Manage Local Government Boundaries, Evaluate Municipal Services, and Protect Agriculture

Agenda Item 7f (Consent/Information)

TO: Local Agency Formation Commission

PREPARED BY: Brendon Freeman, Executive Officer B F

MEETING DATE: June 1, 2026

SUBJECT: Work Program Update

BACKGROUND AND SUMMARY

This is a consent item for information purposes only. Accordingly, if interested, the Commission is invited to pull this item for additional discussion with the concurrence of the Chair. No formal action will be taken as part of this item.

The Commission's Work Program for Fiscal Year 2025-26 with comments on recent updates is included as Attachment 1. In addition, a recent Letter to the Editor in the Napa Valley Register about LAFCO that highlights some of the Commission's current work activities is included as Attachment 2. A brief summary of recent and ongoing studies in the Work Program follows.

Napa Sanitation District Sphere of Influence (SOI) Update

This activity was completed by Commission action on April 6, 2026.

Countywide Fire & Emergency Medical Services Municipal Service Review (MSR)

An administrative draft MSR prepared by a consultant, AP Triton, has been undergoing review. The County of Napa requested changes to the report, which would result in an additional delay if granted. See item 7d on today's agenda for an item related to this project.

City of St. Helena MSR/SOI

An administrative draft MSR and SOI review was prepared by a consultant, RSG. The City of St. Helena was provided a copy of the administrative draft and given approximately six weeks to review and provide comments. It is anticipated a public draft report will be presented to the Commission on August 3, 2026.

Beth Painter, Chair
Councilmember, City of Napa

Paul Dohring, Commissioner
Councilmember, City of St. Helena

David Oro, Alternate Commissioner
Councilmember, City of American Canyon

Belia Ramos, Vice Chair
County of Napa Supervisor, 5th District

Anne Cottrell, Commissioner
County of Napa Supervisor, 3rd District

Joelle Gallagher, Alternate Commissioner
County of Napa Supervisor, 1st District

Jeffrey Crosswhite Commissioner
Representative of the General Public

Eve Kahn, Alternate Commissioner
Representative of the General Public

Brendon Freeman
Executive Officer

Strategic Planning and Future Work Program

Staff believes it would be appropriate for the Commission to schedule a strategic planning workshop prior to adoption of the next annual Work Program. Typically, the Commission relies on an active strategic plan to inform its annual work programs. The Commission presently does not have an active strategic plan to refer to. Staff will return with options.

ATTACHMENTS

- 1) Work Program Update for Fiscal Year 2025-26
- 2) Letter to the Editor on LAFCO

Napa LAFCO Work Program for Fiscal Year 2025-26

		Timeline	Comments
STUDIES	Napa Sanitation District SOI (In-House)	Revised Draft in April 2026	Completed on 4/6/26.
	Countywide Fire & EMS MSR (Consultant)	Draft report TBD	Previous Countywide Fire MSR completed in 2006. Contracting with AP Triton to prepare the report. Currently reviewing a request from the County for substantial updates.
	City of St. Helena MSR & SOI (Consultant)	Draft report in August 2026	Previous MSR & SOI completed in 2008. Contracting with RSG to prepare the report. Administrative draft currently undergoing review by St. Helena. Draft on schedule for 8/3/26.
ADMINISTRATION	Audit	Annual	Presented by the County Auditor-Controller on 2/2/26.
	Budget	Annual	Proposed budget adopted on 4/6/26. Final budget on 6/1/26 agenda for adoption.
	Legislation	Annual	Ad hoc Legislative Committee comprised of Commissioners Kahn and Oro. Will advise the Commission in taking positions on bills affecting LAFCOs. Lack of CALAFCO membership resulted in a loss of regular legislative updates from the Capitol.
	New Commissioner Orientation	Ongoing	New Commissioner Jeffrey Crosswhite recently completed orientation with staff.
	Policies	Ongoing	Ad hoc Policy Committee comprised of Commissioners Gallagher and Ramos. Reviewing all local policies and recommending amendments as needed.
	Proposals	Ongoing	See "Current and Future Proposals" staff report on each meeting agenda for a status update.
	Staff Training	Ongoing	Staff Analyst and Clerk require ongoing training on LAFCO's administrative functions and application processing.
	Website/Document Management	Ongoing	Staff continuously updates information on website including agendas, minutes, meeting recordings, audits, budgets, etc.
OTHER	Special Projects & Studies	TBD	To be determined in budget cycle and strategic planning. Typically involves a contract with a consultant to be funded with reserves. See Countywide Fire & EMS MSR in "Studies".
	Education & Outreach to Stakeholders & Public	Ongoing	Proactive engagement with local agencies. Conduct regular presentations for miscellaneous groups and organizations. Leverage website whenever possible. EO recently completed a video recorded introduction to LAFCO.
	Climate Resiliency in LAFCO's Work	Ongoing	Research policies & best practices of other LAFCOs. Consider adopting additional local policies.
	Coordination & Provision of Broadband Services	Ongoing	Participate in the North Bay Broadband Consortium. Coordinate with other LAFCOs. Little progress made to date. Not generally a LAFCO issue throughout California.
	2025 CALAFCO Annual Conference	October 22-24, 2025	Two staff and one commissioner attended. Conference report presented on 2/2/26.
	2026 CALAFCO Staff Workshop	May 6-8, 2026	One staff member attended. Workshop report on today's agenda.

https://napavalleyregister.com/opinion/letters/letter-the-countys-other-watchdog/article_3b19bddb-f87b-47f3-96d0-27fb957f39ba.html

Letter: The county's other watchdog

Brendon Freeman

Apr 24, 2026

The recent commentary from Tammy Smith and Robert Van Der Velde, "Watchdogs wanted" (published on April 12), provided a compelling look at the vital role the Civil Grand Jury plays in Napa County. While I agree that their work is essential, it is important to note that they are not the only independent watchdog ensuring our local government remains efficient and transparent.

As the Executive Officer of the Local Agency Formation Commission (LAFCO) of Napa County (napa.lafco.ca.gov), I believe it is crucial for residents to understand that our agency serves as a parallel pillar of oversight. While the Civil Grand Jury investigates operations, LAFCO is tasked with the long-term sustainability and logical boundaries of our cities and special districts.

LAFCOs were established in 1963 and are political subdivisions of the State of California responsible for providing regional growth management services in all 58 counties. LAFCO's creation was engendered by Gov. Pat Brown to more

effectively address the needs of California’s growing and diversifying population with an emphasis on promoting governmental efficiencies. Toward this end, LAFCOs are commonly referred to as the Legislature’s “watchdog” for local governance issues.

A primary tool in our watchdog arsenal is the Municipal Service Review (MSR). These MSRs are not just bureaucratic exercises; they are deep dives into how services are delivered to our communities. MSRs also explore how service delivery models could evolve in the future through changes in boundaries or governance for cities and special districts.

A prime example of this impact was our comprehensive **Napa Countywide Water and Wastewater MSR**. This report didn't just sit on a shelf; it provided the evidence-based roadmap needed to address critical infrastructure and governance challenges, proving that proactive oversight makes a tangible difference.

For years, dedicated leaders like Commissioner Kenneth Leary have championed the importance of MSRs, recognizing that clear-eyed analysis is the first step toward meaningful reform. Commissioner Leary advocated for MSRs as a tool that can support the most vulnerable members of our local communities and even the playing field.

However, a watchdog is only as good as its last look. While past reviews have served us well, it is time to turn a fresh eye toward our county’s evolving needs with a new cycle of MSRs. Moving forward, LAFCO is committed to ensuring our oversight remains current and proactive with a clearly defined process.

In terms of opportunities for public engagement, LAFCO is nearing the completion of two MSR's that will be circulated for review and comment prior to LAFCO taking any final actions: (1) Comprehensive City of St. Helena MSR; and (2) Countywide Fire and Emergency Medical Services MSR.

Democracy thrives when multiple eyes are watching. Whether it is through the volunteer service of the Civil Grand Jury or the statutory oversight of LAFCO, our shared goal remains the same: local government that is accountable, efficient, transparent and ready for the future.

Brendon Freeman

Napa



Mail Bag: Find out what your neighbors have on their minds



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We Manage Local Government Boundaries, Evaluate Municipal Services, and Protect Agriculture

Agenda Item 7g (Consent/Information)

TO: Local Agency Formation Commission

PREPARED BY: Charlie Livingston, Commission Clerk *CL*

MEETING DATE: June 1, 2026

SUBJECT: 2026 CALAFCO Staff Workshop Summary

SUMMARY

This is a consent item for information purposes only. Accordingly, if interested, the Commission is invited to pull this item for additional discussion with the concurrence of the Chair. No formal action will be taken as part of this item.

The Clerk/Jr. Analyst served as LAFCO of Napa County's representative at the 2026 CALAFCO Staff Workshop held May 5-8 in Pismo Beach. The session topics related to the needs of LAFCO staff. Workshop sessions included discussions related to climate change and LAFCO's role, effectively engaging the public, AI, clerking resources and connections, mentorship amongst staff and counties, and how to better understand CEQA documents.

Climate Change and LAFCO – This session featured speaker Michael Boswell, a Professor of City and Regional Planning from Cal Poly. Boswell discussed ongoing climate action planning within California and how LAFCO can incorporate these plans into MSRs, SOIs, and more.

Public Engagement – One session discussed how to achieve meaningful public engagement by planning ahead, cultivating community connections, partnering with trusted messengers, and focusing on quality and not the quantity of messaging.

CEQA Documents – The final session centered on understanding CEQA documents and when to use them. Executive Officer Rob Fitzroy of San Luis Obispo County used examples of recent cases and practical examples to demonstrate engagement with the CEQA process, writing comment letters, the NOP scoping process, and more.

Registration for the 2026 CALAFCO Conference (October 21-23) will begin July 1st. Commissioners and staff are encouraged to register as soon as it opens.

<https://calafco.starchapter.com/meetinginfo.php?id=6&ts=1771894850>

Beth Painter, Chair
Councilmember, City of Napa

Paul Dohring, Commissioner
Councilmember, City of St. Helena

David Oro, Alternate Commissioner
Councilmember, City of American Canyon

Belia Ramos, Vice Chair
County of Napa Supervisor, 5th District

Anne Cottrell, Commissioner
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Joelle Gallagher, Alternate Commissioner
County of Napa Supervisor, 1st District

Jeffrey Crosswhite, Commissioner
Representative of the General Public

Eve Kahn, Alternate Commissioner
Representative of the General Public

Brendon Freeman
Executive Officer



Agenda Item 7h (Consent/Information)

TO: Local Agency Formation Commission

PREPARED BY: Stephanie Pratt, Staff Analyst *SP*

MEETING DATE: June 1, 2026

SUBJECT: Current and Future Proposals

SUMMARY

This is a consent item for information purposes only. Accordingly, if interested, the Commission is invited to pull this item for additional discussion with the concurrence of the Chair. No formal action will be taken as part of this item.

This report summarizes all current and future boundary change proposals. There is currently one active proposal on file and two anticipated new proposals that are expected to be submitted in the future. A summary follows.

Active Proposals

Paoli Loop/Watson Lane Annexation to the City of American Canyon

The City of American Canyon submitted an application to annex 16 parcels and a portion of railroad totaling approximately 86.9 acres of unincorporated territory. Concurrent detachment from County Service Area (CSA) No. 4 is also included in the application. The area is located within the City’s SOI near Watson Lane and Paoli Loop and identified as APNs 057-120-014, -015, -017, -028, -034, -036, -041, -045, -047, -048, -049, -050, & -051, 057-180-014 & -015, and 059-020-036. The purpose of annexation is to allow development of the area for industrial and residential purposes as well as help facilitate the extension of Newell Drive to South Kelly Road. This item is on today’s agenda as item 9c.



Beth Painter, Chair
Councilmember, City of Napa

Paul Dohring, Commissioner
Councilmember, City of St. Helena

David Oro, Alternate Commissioner
Councilmember, City of American Canyon

Belia Ramos, Vice Chair
County of Napa Supervisor, 5th District

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County of Napa Supervisor, 3rd District

Joelle Gallagher, Alternate Commissioner
County of Napa Supervisor, 1st District

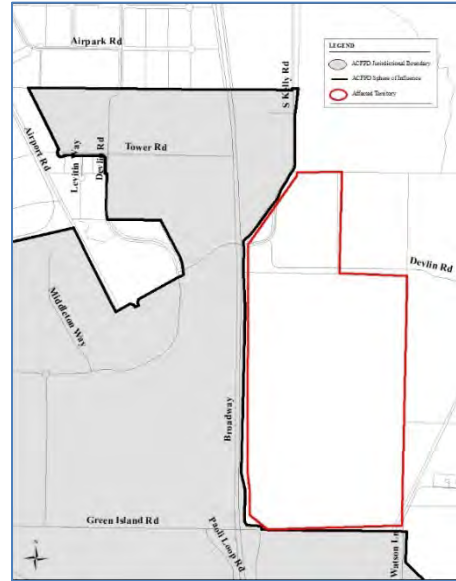
Jeffrey Crosswhite, Commissioner
Representative of the General Public

Eve Kahn, Alternate Commissioner
Representative of the General Public

Brendon Freeman
Executive Officer

Hess-Laird Sphere of Influence (SOI) Amendments and Annexations to the City of American Canyon and the American Canyon Fire Protection District (ACFPD)

The landowners of two unincorporated parcels have submitted an application for concurrent SOI amendments and annexations involving the City of American Canyon and ACFPD. Concurrent detachment from CSA No. 4 is also included in the application. The parcels total approximately 282 acres in size and are identified as APNs 057-090-065 and 057-090-066. Action on the application is pending completion of environmental review consistent with the requirements of CEQA.



Anticipated Proposals

Materials Diversion Facility Annexation to the City of Napa

Staff from the City of Napa has inquired about annexation of approximately 2.9 acres of unincorporated territory comprising a portion of a parcel owned identified as APN 057-090-060. The purpose of annexation is to expand the City’s existing materials diversion facility operations. The property is located outside the City of Napa’s SOI and in proximity to the City of American Canyon’s boundary. Annexation to the City of Napa is allowed given the property is owned by the City and will be used by the City for municipal purposes.¹ It is anticipated a proposal for annexation will be submitted in the future, but there is no immediate timetable.



¹ See [California Government Code §56742](#).



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We Manage Local Government Boundaries, Evaluate Municipal Services, and Protect Agriculture

Agenda Item 9a (Public Hearing)

TO: Local Agency Formation Commission

PREPARED BY: Brendon Freeman, Executive Officer *BF*

MEETING DATE: June 1, 2026

SUBJECT: Final Budget for Fiscal Year 2026-27 and Amendment to the Schedule of Fees and Deposits

RECOMMENDATION

It is recommended the Commission take the following actions:

- 1) Open the public hearing and take testimony;
- 2) Close the public hearing;
- 3) Adopt the Resolution of the Local Agency Formation Commission of Napa County Adopting a Final Budget for Fiscal Year 2026-27 (Attachment 1); and
- 4) Adopt the Resolution of the Local Agency Formation Commission of Napa County Amendment to Adopted Schedule of Fees and Deposits (Attachment 2).

BACKGROUND AND SUMMARY

LAFCOs are responsible for annually adopting a proposed budget by May 1st and a final budget by June 15th pursuant to California Government Code section 56381.

On April 6, 2026, staff presented a proposed budget to the Commission. The Commission adopted the proposed budget, which was circulated to each local government agency and the general public for review and comment for 30 days. No comments were received.

Beth Painter, Chair
Councilmember, City of Napa

Paul Dohring, Commissioner
Councilmember, City of St. Helena

David Oro, Alternate Commissioner
Councilmember, City of American Canyon

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Jeffrey Crosswhite, Commissioner
Representative of the General Public

Eve Kahn, Alternate Commissioner
Representative of the General Public

Brendon Freeman
Executive Officer

Prescriptive Funding Sources

The Commission's annual operating expenses are primarily funded by the County of Napa and the Cities of American Canyon, Calistoga, Napa, St. Helena, and Town of Yountville.

State law specifies the County is responsible for one-half of the Commission's operating expenses while the remaining amount is to be apportioned among the cities and town.

The current formula for allocating the cities' and town's shares of the Commission's budget was adopted by the municipalities in 2003 and is based on a weighted calculation of population (60%) and general tax revenues (40%). Additional funding – typically less than 10% of total revenues – is budgeted from anticipated application fees and interest earnings.

Budgeting Policies

Consistent with the Commission's *Budget Policy* ("the Policy"), included as Attachment 3, the Commission established an ad hoc Budget Committee ("the Committee") and appointed Commissioner Dohring and former Commissioner Leary to inform the Commission's decision-making process in adopting an annual operating budget.

The Commission is directed to control operating expenses by utilizing its available undesignated/unreserved fund balance ("reserves") whenever possible and appropriate. Local policy directs the Commission to retain reserves equal to 10% of budgeted expenses. The Commission's reserves totaled \$452,218 on July 1, 2025, and are projected to total \$479,327 on July 1, 2026.

Final Budget Overview

The Commission will consider approving a final budget for fiscal year 2026-27 with operating expenses totaling \$836,487 and operating revenues totaling \$783,950. This results in an intentional deficit/shortfall of \$52,537 and positions the Commission to finish the fiscal year with reserves totaling \$426,790 or 51% of operating expenses. A budget narrative is provided with the final budget, included as part of Attachment 1. A summary of significant operating expenses and revenues follows.

Operating Expenses

The Committee proposes a decrease in budgeted operating expenses from \$859,655 to \$836,487; a difference of \$19,448 compared to fiscal year 2025-26. This amount is also \$3,720 lower than total expenses in the proposed budget adopted by the Commission on April 6, and represents a reduction in membership certifications. The primary cause of the decrease in budgeted expenses relates to staff salaries and benefits, which were budgeted at a higher amount during fiscal year 2025-26 due to the Assistant Executive Officer position that was filled at that time. The Commission's staff currently consists of one full-time Executive Office, one full-time Analyst, and one full-time Clerk.

Operating Revenues

The Committee proposes an increase in operating revenues from \$773,950 to \$783,950; a difference of \$10,000 compared to fiscal year 2025-26 and attributed entirely to projected interest earned on the Commission's reserves. Agency contributions are proposed to remain equal to the current fiscal year and total \$737,950 in an effort to minimize the burden on the six local funding agencies.

Fee Schedule Amendment

A proposed amendment to the Commission's fee schedule is included as Exhibit A to Attachment 2. The amendment would be effective July 1, 2026, and is limited to updating the Commission's fully burdened hourly rate to \$203.17 based on a calculation that incorporates all of the Commission's operational expenses and is based on the proportional amount of time that each staff member is expected to dedicate to a typical project.

Assembly Bill (AB) 2561 Requirements

AB 2561 took effect January 1, 2025, and requires public agencies – including LAFCO – to present the status of job vacancies and recruitment and retention efforts at a public meeting at least once per fiscal year before the budget is adopted. The Commission has contracted with Napa County for necessary personnel to carry out and effect its functions and responsibilities. LAFCO does not perform recruitment and retention activities because it does not recruit personnel or have control over the retention of specific personnel. LAFCO personnel are paid by and receive benefits from Napa County. LAFCO does not have hiring processes since it contracts with Napa County for personnel, so there are no changes to policies, procedures, and recruitment activities that may lead to obstacles in LAFCO's hiring process. LAFCO does not have recognized bargaining units. Currently the County provides LAFCO with three positions: Executive Officer, Staff Analyst I, and Office Assistant II (serves as Commission Clerk).

ATTACHMENTS

- 1) Draft Resolution Adopting a Final Budget for Fiscal Year 2026-27
- 2) Draft Resolution Amending the Schedule of Fees and Deposits Effective July 1, 2026
- 3) Budget Policy

RESOLUTION NO. ____

**RESOLUTION OF
THE LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY
ADOPTING A FINAL BUDGET FOR FISCAL YEAR 2026-27**

WHEREAS, the Local Agency Formation Commission of Napa County (hereinafter referred to as “Commission”) is required by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code Sections 56000 et seq.) to annually adopt a budget for the next fiscal year; and

WHEREAS, Government Code Section 56381 requires the Commission to adopt a proposed budget by May 1 and a final budget by June 15; and

WHEREAS, the Commission appoints and utilizes an ad hoc subcommittee (“Budget Committee”) to help inform and make decisions regarding the agency’s funding requirements; and

WHEREAS, the Commission adopted a proposed budget prepared by the Budget Committee at a noticed public hearing on April 6, 2026; and

WHEREAS, at the direction of the Commission, the Budget Committee circulated the adopted proposed budget for review and comment to the administrative and financial officers of each of the six local agencies that contribute to the Commission budget as well as to all local special districts; and

WHEREAS, no comments were received concerning the adopted proposed budget; and

WHEREAS, the Executive Officer prepared a report concerning the Budget Committee’s recommended final budget; and

WHEREAS, the Executive Officer’s report on a final budget has been presented to the Commission in the manner provided by law; and

WHEREAS, the Commission heard and fully considered all the evidence presented at its public hearing on the final budget held on June 1, 2026; and

WHEREAS, the Commission determined the final budget projects the staffing and program costs of the Commission as accurately and appropriately as is possible.

NOW, THEREFORE, THE COMMISSION DOES HEREBY RESOLVE, DETERMINE, AND ORDER as follows:

1. The final budget as outlined in Exhibit "A" is adopted.
2. The final budget provides the Commission sufficient resources to fulfill its regulatory and planning responsibilities in accordance with Government Code Section 56381(a).

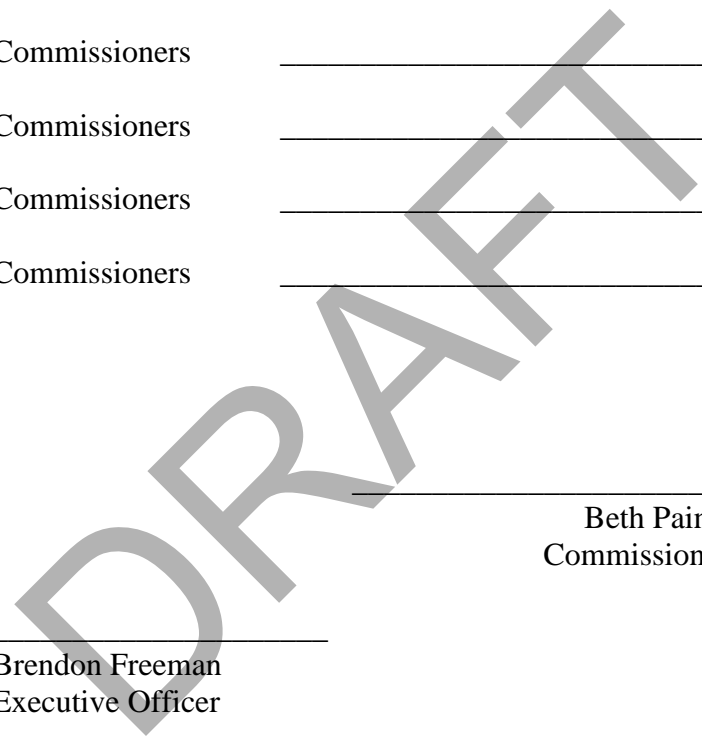
The foregoing resolution was duly and regularly adopted by the Commission at a public meeting held on June 1, 2026, after a motion by Commissioner _____, seconded by Commissioner _____, by the following vote:

AYES: Commissioners _____

NOES: Commissioners _____

ABSENT: Commissioners _____

ABSTAIN: Commissioners _____



Beth Painter
Commission Chair

ATTEST: _____
Brendon Freeman
Executive Officer

Recorded by: Charlie Livingston
Commission Clerk

Napa LAFCO Fiscal Year 2026-27 Final Budget

Adopted on June 1, 2026

Expenses

Salaries and Benefits

<u>Account</u>	<u>Description</u>	FY 2023-24		FY 2024-25		FY 2025-26		FY 2026-27
		Final Budget	Actual	Final Budget	Actual	Final Budget	Estimate	Final Budget
51210	Commissioner Per Diems	16,000	15,750	18,000	9,450	7,200	5,100	7,200
51300	Medicare - Commissioners	250	228	300	250	250	200	250
51305	FICA - Commissioners	1,100	967	700	650	700	600	650
Total Salaries & Benefits		17,350	16,946	19,000	10,350	8,150	5,900	8,100

Services and Supplies

<u>Account</u>	<u>Description</u>	FY 2023-24		FY 2024-25		FY 2025-26		FY 2026-27
		Final Budget	Actual	Final Budget	Actual	Final Budget	Estimate	Final Budget
52100	Administration Services	559,015	572,978	508,787	508,787	630,571	554,596	585,347
	<i>Salaries and Wages</i>	391,561	391,561	342,500	342,500	440,306	385,000	400,432
	<i>401A Employer Contribution</i>	1,590	1,590	2,850	2,850	3,600	-	1,800
	<i>Cell Phone Allowance</i>	420	420	1,680	1,680	1,680	1,500	1,560
	<i>Medicare - Staff</i>	5,483	5,483	4,870	4,870	6,145	5,500	5,806
	<i>Employee Insurance-Premiums</i>	64,567	64,567	60,500	60,500	55,538	50,000	57,267
	<i>Worker's Compensation</i>	692	692	876	876	889	889	1,000
	<i>PERs Retirement</i>	101,254	101,254	83,660	83,660	110,706	100,000	102,911
	<i>OPEB</i>	7,411	7,411	11,851	11,851	11,707	11,707	14,571
52125	Accounting/Auditing Services	7,500	8,039	7,500	7,387	7,500	7,400	7,500
52130	Information Technology Services	34,309	30,875	27,746	27,746	31,635	31,635	22,560
52131	ITS Communication Charges	2,000	2,000	2,757	2,757	2,908	2,908	2,482
52140	Legal Services	35,000	36,195	35,000	50,000	35,000	31,000	35,000
52310	Consulting Services	105,000	20,662	127,754	127,754	75,000	55,000	100,000
52345	Janitorial Services	300	-	300	225	300	300	400
52515	Maintenance-Software	3,062	1,762	1,512	1,512	2,892	2,892	3,500
52600	Rents and Leases: Equipment	3,500	2,994	3,000	2,700	3,000	2,500	3,000
52605	Rents and Leases: Building/Land	26,775	26,775	27,570	27,570	28,200	28,200	29,025
52700	Insurance: Liability	716	-	922	922	12,157	12,157	9,693
52800	Communications/Telephone	5,000	4,397	3,000	2,750	3,000	2,900	3,000
52830	Publications and Notices	750	1,133	1,000	950	1,000	1,700	1,000
52835	Filing Fees	150	100	200	200	200	50	200
52900	Training/Conference	12,500	11,183	20,000	10,500	10,000	15,000	15,000
52905	Business Travel/Mileage	2,000	201	1,000	250	500	-	-
53100	Office Supplies	2,000	1,192	2,500	600	1,000	750	1,000
53110	Freight/Postage	100	-	100	-	100	-	-
53115	Books/Media/Subscriptions	119	-	119	119	119	240	3,600
53120	Memberships/Certifications	3,332	3,332	3,411	3,411	3,523	2,383	3,280
53205	Utilities: Electric	2,400	1,837	2,500	1,800	2,500	1,600	2,500
53410	Computer Equipment/Accessories	571	1,140	-	-	-	-	-
53415	Computer Software/License	225	-	225	-	-	-	-
53650	Business Related Meal/Supplies	760	594	1,000	260	400	130	300
Total Services & Supplies		821,047	727,389	777,903	778,200	851,505	753,341	828,387
EXPENSE TOTALS		838,397	744,335	796,903	788,550	859,655	759,241	836,487

Revenues

		FY 2023-24		FY 2024-25		FY 2025-26		FY 2026-27
		Final Budget	Actual	Final Budget	Actual	Final Budget	Estimate	Final Budget
Intergovernmental								
<u>Account</u>	<u>Description</u>							
43910	County of Napa	339,738	339,738	368,975	368,975	368,975	368,975	368,975
43950	Other Governmental Agencies	339,738	339,738	368,975	368,975	368,975	368,975	368,975
----	<i>City of Napa</i>	222,680	222,680	241,028	241,028	243,896	243,896	244,917
----	<i>City of American Canyon</i>	61,235	61,235	64,258	64,258	65,730	65,730	65,941
----	<i>City of St. Helena</i>	22,609	22,609	25,171	25,171	22,090	22,090	22,013
----	<i>City of Calistoga</i>	20,342	20,342	22,963	22,963	22,971	22,971	22,111
----	<i>Town of Yountville</i>	12,872	12,872	15,554	15,554	14,289	14,289	13,993
	Total Intergovernmental	679,476	679,476	737,950	737,950	737,950	737,950	737,950
Service Charges								
<u>Account</u>	<u>Description</u>							
42690	Application/Permit Fees	22,950	40,170	25,000	32,615	25,000	18,000	25,000
46800	Charges for Services	510	4,150	1,000	4,000	1,000	400	1,000
47900	Miscellaneous	-	-	4,000	-	-	-	-
	Total Service Charges	23,460	44,320	30,000	36,615	26,000	18,400	26,000
Investments								
<u>Account</u>	<u>Description</u>							
45100	Interest	6,500	18,168	6,500	22,277	10,000	30,000	20,000
	Total Investments	6,500	18,168	6,500	22,277	10,000	30,000	20,000
	REVENUE TOTALS	709,436	741,964	774,450	796,842	773,950	786,350	783,950
OPERATING DIFFERENCE		(128,961)	(2,371)	(22,453)	8,292	(85,705)	27,109	(52,537)
Reserves			2023-24	2024-25	2025-26	2026-27		
Undesignated/Unreserved Fund Balance ("Reserves")								
	Beginning:		407,163	424,359	452,218	479,327		
	Ending:		404,792	432,651	479,327	426,790		

Introduction

The Fiscal Year 2026–27 Budget for the Local Agency Formation Commission of Napa County reflects the Commission's continued commitment to responsible stewardship of public resources and the effective fulfillment of its statutory mandate under the Cortese-Knox-Hertzberg Local Government Reorganization Act. LAFCO of Napa County serves a unique and essential role in the region — guiding orderly growth, protecting agricultural and open space lands, and promoting efficient and accountable local governance across the County of Napa and its five cities/town: Napa, American Canyon, Calistoga, St. Helena, and Yountville.

This budget was developed with guidance and feedback from the budget subcommittee and careful attention to the Commission's operational needs, ongoing and anticipated work plan obligations, and the fiscal responsibilities owed to the contributing agencies that fund LAFCO'S operations. As required by state law, the County of Napa funds one-half of LAFCO's annual operating costs, with the remaining share apportioned among the cities based on a weighted calculation of population and general tax revenues.

Budget Highlights

The total expenditure budget for FY 2026-27 is \$836,487. This represents a modest decrease from FY 2025-26 Final Budget of \$859,655, reflecting a commitment to minimizing fiscal impact on LAFCO's funding agencies while maintaining core operations.

The budget is categorized into two primary sections: Salaries & Benefits and Services & Supplies. Salaries & Benefits: Totals \$8,100. This covers Commissioner per diems for meetings attended and associated payroll taxes (Medicare/FICA). Services & Supplies: Totals \$828,387. This is the primary operational engine of the Commission.

- Administrative Services: Includes \$585,347 for staff salaries, retirement (PERS), medical and dental benefits, and employee insurance.
- Consulting Services: \$100,000 is allocated for professional consulting, specifically to support the Commission's "watchdog" role through the next cycle of Municipal Service Reviews (MSRs).
- Training & Conferences: Includes \$15,000 for professional development to ensure staff and commissioners stay current on legislative changes and innovative policy tools.

The primary funding source is \$737,950 in intergovernmental revenue apportionments. This is split evenly between the County of Napa (\$368,975) and the five cities/town (\$368,975 total). The City of Napa contributes the largest municipal share (\$244,917), followed by American Canyon (\$65,941), Calistoga (\$22,111), St. Helena (\$22,013), and Yountville (\$13,993). The Commission expects \$26,000 from application fees and \$20,000 in interest earnings on its reserves.

The budget reflects an operating difference of (\$52,537), which is intentionally offset by the agency's healthy fund balance to minimize the increase in costs to the six local funding agencies. Reserves are projected to start the year at \$479,327 and finish at \$426,790. This provides a safety net for unforeseen legal or consulting needs.

Conclusion

The FY 2026–27 Budget positions LAFCO of Napa County to carry out its core responsibilities with transparency, efficiency, and fiscal discipline. The Commission remains focused on delivering high-quality municipal service reviews, processing boundary change proposals in a timely manner, and engaging meaningfully with local agencies and the public. This budget sustains LAFCO's capacity to serve the region while maintaining the prudent reserves and sound financial practices that contributing agencies and the public expect. The Commission thanks its partner agencies for their continued support and looks forward to another productive year of service to the communities of Napa County. Page 5 of 5

RESOLUTION NO. ____

**RESOLUTION OF
THE LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY
AMENDMENT TO ADOPTED SCHEDULE OF FEES AND DEPOSITS**

WHEREAS, the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code Sections 56000 et seq.) authorizes the Local Agency Formation Commission of Napa County (hereinafter referred to as “Commission”) to adopt a fee schedule; and

WHEREAS, the Commission established and adopted by resolution a “Schedule of Fees and Deposits” on December 1, 2001, in a manner provided by law; and

WHEREAS, the Commission has amended the adopted Schedule of Fees and Deposits as appropriate since its establishment on several occasions; and

WHEREAS, the Commission appoints and utilizes an ad hoc subcommittee (“Budget Committee”) to help inform and make decisions regarding the agency’s funding requirements including the adopted Schedule of Fees and Deposits; and

WHEREAS, the Commission considered a proposed amendment to the adopted Schedule of Fees and Deposits prepared by the Budget Committee at a noticed public hearing on June 1, 2026.

NOW, THEREFORE, THE COMMISSION DOES HEREBY RESOLVE, DETERMINE, AND ORDER the Schedule of Fees and Deposits shall be amended in the manner set forth in Exhibit “A” and become effective July 1, 2026.

The foregoing resolution was duly and regularly adopted by the Commission at a public meeting held on June 1, 2026, after a motion by Commissioner _____, seconded by Commissioner _____, by the following vote:

AYES:	Commissioners	_____
NOES:	Commissioners	_____
ABSENT:	Commissioners	_____
ABSTAIN:	Commissioners	_____

Beth Painter
Commission Chair

ATTEST: _____
Brendon Freeman
Executive Officer

Recorded by: Charlie Livingston
Commission Clerk



Local Agency Formation Commission of Napa County

Subdivision of the State of California

We Manage Local Government Boundaries, Evaluate Municipal Services, and Protect Agriculture

Schedule of Fees and Deposits

Effective Date: July 1, 2026

These are the policies of the Local Agency Formation Commission (LAFCO) of Napa County with respect to setting fees and deposits in fulfilling LAFCO's regulatory and planning duties prescribed under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000.

1. This schedule shall be administered in accordance with the provisions of [Government Code \(G.C.\) §56383](#).
2. This schedule includes both "fixed" and "at-cost" fees. Fixed fees represent reasonable cost estimates for processing routine applications and based on a number of predetermined staff hours. At-cost fees apply to less routine applications and based on the number of actual staff hours. Staff time is charged at a fully burdened hourly rate of \$203.17.
3. Applications submitted to LAFCO shall be accompanied by the appropriate fees as detailed in this schedule. Staff shall identify which fees are due at the time the application is submitted and the timing when other fees are required. Any required fees that have not been received at the time LAFCO action on an application shall be made a condition of approval.
4. Staff may stop work on any application until the applicant submits a requested deposit or fee.
5. All deposit amounts for at-cost applications shall be determined by the Executive Officer. The Executive Officer shall provide a written accounting of all staff time and related expenses billed against the deposit. If the cost in processing an application begins to approach or exceed the deposited amount, the Executive Officer shall request additional monies from the applicant.
6. Upon completion of an at-cost application, staff shall issue to the applicant a statement detailing all billable expenditures from a deposit. Staff shall refund the applicant for any monies remaining from the deposit less one-half hour of staff time to process the return as provided in this schedule.
7. In the course of processing applications, staff is required to collect fees on behalf of other government agencies such as the State Board of Equalization. LAFCO recognizes these are "pass through" fees that are not within LAFCO's discretion and therefore no formal action is required to update those fees in this schedule.

8. All fees payable to LAFCO shall be submitted by check and made payable to “LAFCO”. All fees payable to other government agencies as identified in this schedule shall be submitted by check and made payable to the applicable agency.
9. Applicants are responsible for any fees or charges incurred by LAFCO and/or required by other governmental agencies in the course of the processing of an application.
10. Applicants are responsible for any extraordinary administrative costs as determined by the Executive Officer and detailed for the applicant in a written statement.
11. Initial application fees shall not be charged by LAFCO for city annexations involving unincorporated islands subject to [G.C. §56375.3](#) and LAFCO’s [Policy on Unincorporated Islands](#), unless otherwise determined by the Executive Officer based on extraordinary circumstances.
12. If the processing of an application requires LAFCO to contract with another agency, firm, or individual for services beyond the normal scope of staff work, such as preparing an Environmental Impact Report or Comprehensive Fiscal Analysis, the applicant shall be responsible for all costs associated with that contract. The applicant will provide LAFCO with a deposit sufficient to cover the cost of the contract.
13. With respect to instances where LAFCO approves an outside service agreement under [G.C. §56133\(b\)](#), the fee for a subsequent annexation involving the affected territory and affected agency will be reduced by 50% if the annexation application is filed within one calendar year of LAFCO approval.
14. Requests for research on any particular subject will be provided at no cost for the first two hours. This includes, but is not limited to, archival retrieval, identifying properties relative to agency boundaries, and discussing potential applications. Any additional research time will be billed at the fully burdened hourly rate provided in this schedule.
15. Annexation and/or detachment applications involving concurrent boundary changes for two or more agencies qualify as reorganizations and will incur an additional fee of \$1,015.85. Annexation applications involving cities that require concurrent detachment from County Service Area No. 4, and no other boundary changes are proposed, will only incur an additional fee of \$203.17.
16. LAFCO’s ad hoc Budget Committee shall annually review this schedule and recommend updates to help LAFCO maintain an appropriate level of cost-recovery.

INITIAL APPLICATION FEES

The following fees must be submitted to LAFCO as part of the application filing. The Executive Officer will identify the specific deposits, fees, and amounts that apply to the application.

Change of Organization or Reorganization: Annexations and Detachments	
<ul style="list-style-type: none"> Exempt from California Environmental Quality Act 	
100% Consent from Landowners and Agencies where LAFCO is Responsible or Lead Agency	\$60.95.10
Without 100% Consent from Landowners and Agencies where LAFCO is Responsible or Lead Agency	\$8,126.80
<ul style="list-style-type: none"> Not Exempt from California Environmental Quality Act / Negative Declaration 	
100% Consent from Landowners and Agencies where LAFCO is Responsible Agency	\$7,110.95
100% Consent from Landowners and Agencies where LAFCO is Lead Agency	\$10,158.50 plus consultant contract
Without 100% Consent from Landowners and Agencies where LAFCO is Responsible Agency	\$9,142.65
Without 100% Consent from Landowners and Agencies where LAFCO is Lead Agency	\$12,190.20 plus consultant contract
<ul style="list-style-type: none"> Not Exempt from California Environmental Quality / Environmental Impact Report 	
100% Consent from Landowners and Agencies where LAFCO is Responsible Agency	\$8,126.80
100% Consent from Landowners and Agencies where LAFCO is Lead Agency	\$10,158.50 plus consultant contract
Without 100% Consent from Landowners and Agencies where LAFCO is Responsible Agency	\$10,158.50
Without 100% Consent from Landowners and Agencies where LAFCO is Lead Agency	\$12,190.20 plus consultant contract
Change of Organization or Reorganization: Other	
<ul style="list-style-type: none"> City Incorporations and Disincorporations Special District Formations, Consolidations, Mergers, and Dissolutions Special District Requests to Activate or Deactivate Powers 	at-cost
Other Applications	
<ul style="list-style-type: none"> Request for Outside Service Agreement Request for Reconsideration Request for Time Extension to Complete Proceedings Request for Municipal Service Review Request for Sphere of Influence Amendment 	\$4,063.30 \$4,063.30 \$1,015.85 at-cost at-cost
Miscellaneous	
<ul style="list-style-type: none"> Special Meeting Alternate Legal Counsel 	\$1,200 at-cost

OTHER APPLICATION FEES

The following fees may apply to applications and records requests. The Executive Officer will identify all applicable fee amounts and the timing for payment submittal.

Fees Made Payable to the County of Napa	
• Assessor’s Annexation Mapping Fee	\$112
• County Surveyor’s Review Fee	\$342.93
• Clerk-Recorder’s Environmental Filing Fee	\$50
• Elections’ Registered Voter List Fee	\$75 hourly
• Elections’ Signature Verification Fee	\$75 hourly
• Clerk-Recorder’s Environmental Document Fee	
.....Environmental Impact Report	\$4,227.50
.....Mitigated Negative Declaration	\$3,043.75
.....Negative Declaration	\$3,043.75

Fees Made Payable to LAFCO	
• Geographic Information System Update	\$203.17
• Public Hearing Notice Newspaper Publishing	at-cost
• Photocopying	\$0.10 (black) / \$0.40 (color)
• Mailing	at-cost
• Audio Recording of Meeting	at-cost
• Research/Archive Retrieval	\$203.17 hourly

Fees Made Payable to the State Board of Equalization to Record Boundary Changes			
Acre	Fee	Acre	Fee
0.00-0.99	\$300	51.00-100.99	\$1,500
1.00-5.99	\$350	101.00-500.99	\$2,000
6.00-10.99	\$500	501.00-1,000.99	\$2,500
11.00-20.99	\$800	1,001.00-2,000.99	\$3,000
21.00-50.99	\$1,200	2,001.00+	\$3,500



LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY

Budget Policy

(Adopted: August 9, 2001; Last Amended: February 3, 2025)

I. Background

The Cortese-Knox-Hertzberg Local Government Reorganization (CKH) Act of 2000 includes provisions for establishing a budget and for the receipt of funds. [Government Code \(G.C.\) §56381](#) establishes that the Commission shall annually adopt a budget for the purpose of fulfilling its duties under CKH.

II. Purpose

It is the intent of the Commission to adopt a policy for budget purposes which establishes procedures for compiling, adopting and administering the budget. The Commission is committed to providing transparency of its operations including its fiscal activities. The Commission follows recognized accounting principles and best practices in recognition of its responsibility to the public.

III. Preparation of Annual Budget

- A) An annual budget shall be prepared, adopted and administered in accordance with [\(G.C.\) §56381](#).
- B) The Commission should annually consider the Fee Schedule, including any anticipated changes, and Work Program in conjunction with the budget process.
- C) The Commission is committed to ensuring the agency is appropriately funded each fiscal year to effectively meet its prescribed regulatory and planning responsibilities. The Commission is also committed to controlling operating expenses to reduce the financial obligations on the County of Napa, the cities and town, hereafter referred to as the “funding agencies,” whenever possible and appropriate.
- D) The budget shall include an undesignated/unreserved fund balance equal to 10% of annually budgeted operating expenses.
- E) The Commission shall establish an ad-hoc budget committee at the last meeting of each calendar year comprising of two Commissioners which will terminate with the adoption of the final budget. Commissioners appointed to a budget committee shall receive a regular per diem payment for each meeting attended.
- F) The adopted final budget should be posted on the Commission’s website for public viewing for a minimum of five years.
- G) The Executive Officer shall provide quarterly budget reports to the Commission for informational purposes.

IV. Budget Contributions and Collection of Funds

[G.C. §56381](#) establishes that the Commission shall adopt annually a budget for the purpose of fulfilling its duties under CKH. It further establishes that the County Auditor shall apportion the operating expenses from this budget in the manner prescribed by [G.C. §56381\(b\)](#), or in a manner mutually agreed upon by the agencies responsible for the funding of the Commission's budget [G.C. §56381\(c\)](#) states that:

After apportioning the costs as required in subdivision (b), the auditor shall request payment from the Board of Supervisors and from each city no later than July 1 of each year for the amount that entity owes and the actual administrative costs incurred by the auditor in apportioning costs and requesting payment from each entity. If the County or a city does not remit its required payment within 60 days, the Commission may determine an appropriate method of collecting the required payment, including a request to the auditor to collect an equivalent amount from the property tax, or any fee or eligible revenue owed to the County or city. The auditor shall provide written notice to the County or city prior to appropriating a share of the property tax or other revenue to the Commission for the payment due the Commission pursuant to this section.

It is the intent of the Commission that all agencies provide the costs apportioned to them from the LAFCO budget. Pursuant to [G.C. §56381\(c\)](#), the policy of the Commission is:

- A) If the County or a city or a town does not remit its required payment within 45 days of the July 1 deadline, the County Auditor shall send written notice to the agency in question that pursuant to [G.C. §56381\(c\)](#) and this policy, the Auditor has the authority to collect the amount of the Commission's operating expenses apportioned to that agency after 60 days from the July 1 deadline.
- B) If the County or a city or a town does not remit its required payment within 60 days of the July 1 deadline, the County Auditor shall collect an amount equivalent to the cost apportioned to that agency from the property tax owed to that agency, or some other eligible revenue deemed appropriate or necessary by the County Auditor. The County Auditor shall send written notice of the action taken to the agency and to the Commission.

V. Executive Officer Purchasing and Budget Adjustment Authority

Pursuant to [G.C. §56380](#), the Commission shall make its own provision for necessary quarters, equipment, supplies, and services. The associated operating costs are provided for through the Commission's adoption of its annual budget in the manner prescribed in [G.C. §56381](#).

It is the intent of the Commission to charge the LAFCO Executive Officer with the responsibility and authority for coordinating and managing the procurement of necessary quarters, equipment, supplies, and services, and to adjust the annual budget as necessary under certain circumstances. The policy of the Commission is:

- A) The Executive Officer is charged with the responsibility and authority for coordinating and managing the procurement of necessary quarters, equipment, supplies, and services in accordance with applicable laws, regulations and policies.
- B) The Executive Officer is authorized to act as the agent for LAFCO in procuring necessary quarters, equipment, supplies, and services.
- C) Only the Commission itself or the Executive Officer may commit LAFCO funds for the purchase of any necessary quarters, equipment, supplies, or services for LAFCO use.
- D) The Executive Officer is delegated purchasing authority on behalf of LAFCO for necessary quarters, equipment, supplies, and services not to exceed \$5,000 per transaction. The Commission must approve any purchase of necessary quarters, equipment, supplies, and services that exceed the monetary limits set forth in this policy.
- E) Following review and approval by the Chair, the Executive Officer is authorized to make adjustments and administrative corrections to the budget without Commission action provided the adjustments and corrections are within the total budget allocations adopted by the Commission and within the same budget category pursuant to [Revenue and Taxation Code §29125](#).
- F) Following review and approval by the Chair, the Executive Officer is authorized to adjust the budget for purposes of carrying over to the new fiscal year any encumbered funds that have been approved by the Commission in a prior fiscal year and involve unspent balances. Said funds include committed contracts for services that were not completed in the prior fiscal year and must be re-encumbered by way of a budget adjustment in the new fiscal year.



Local Agency Formation Commission of Napa County
Subdivision of the State of California

1754 Second Street, Suite C
Napa, California 94559
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www.napa.lafco.ca.gov

We Manage Local Government Boundaries, Evaluate Municipal Services, and Protect Agriculture

Agenda Item 9b (Public Hearing)

TO: Local Agency Formation Commission

PREPARED BY: Brendon Freeman, Executive Officer *BF*

MEETING DATE: June 1, 2026

SUBJECT: Sphere of Influence Amendment Request Involving the Napa Sanitation District and 1089 El Centro Avenue, Proposed El Centro Avenue No. 8 Annexation to the Napa Sanitation District, and Associated CEQA Findings

RECOMMENDATION

It is recommended the Commission take the following actions:

- 1) Open the public hearing and take testimony;
- 2) Close the public hearing;
- 3) Adopt the Resolution of the Local Agency Formation Commission of Napa County Making Determinations – Sphere of Influence (SOI) Amendment Involving the Napa Sanitation District (NSD) and 1089 El Centro Avenue making California Environmental Quality Act (CEQA) findings and approving the SOI amendment request with standard conditions (Attachment 1); and
- 4) Adopt the Resolution of the Local Agency Formation Commission of Napa County Making Determinations – El Centro Avenue No. 8 Annexation to the Napa Sanitation District making CEQA findings and approving the proposed annexation with standard conditions (Attachment 2).

Beth Painter, Chair
Councilmember, City of Napa

Paul Dohring, Commissioner
Councilmember, City of Napa

David Oro, Alternate Commissioner
Councilmember, City of American Canyon

Belia Ramos, Vice Chair
County of Napa Supervisor, 5th District

Anne Cottrell, Commissioner
County of Napa Supervisor, 3rd District

Joelle Gallagher, Alternate Commissioner
County of Napa Supervisor, 1st District

Jeffrey Crosswhite, Commissioner
Representative of the General Public

Eve Kahn, Alternate Commissioner
Representative of the General Public

Brendon Freeman
Executive Officer

BACKGROUND AND SUMMARY

Applicant: Landowner (application for SOI amendment & petition for annexation)

Proposed Actions: SOI amendment and annexation to NSD

Assessor Parcel Number: 038-110-050

Location: 1089 El Centro Avenue

Area Size: 3.1 acres

Jurisdiction: Unincorporated Napa County

Outside Service Agreement: Yes – grandfathered sewer service outside NSD’s SOI and boundary consistent with California Government Code section 56133(e)(4)

Sphere of Influence Consistency: No – SOI amendment is requested by landowner

Policy Consistency: Yes – see discussion beginning on page 7

Tax Sharing Agreement: Yes – master tax exchange agreement

Landowner Consent: 100%

Protest Proceedings: Waived

CEQA: Exempt – see page 10

Current Land Uses: Two single-family residences

Purpose: Formalize existing outside sewer service agreement and allow any future residences within the affected territory to connect to public sewer service

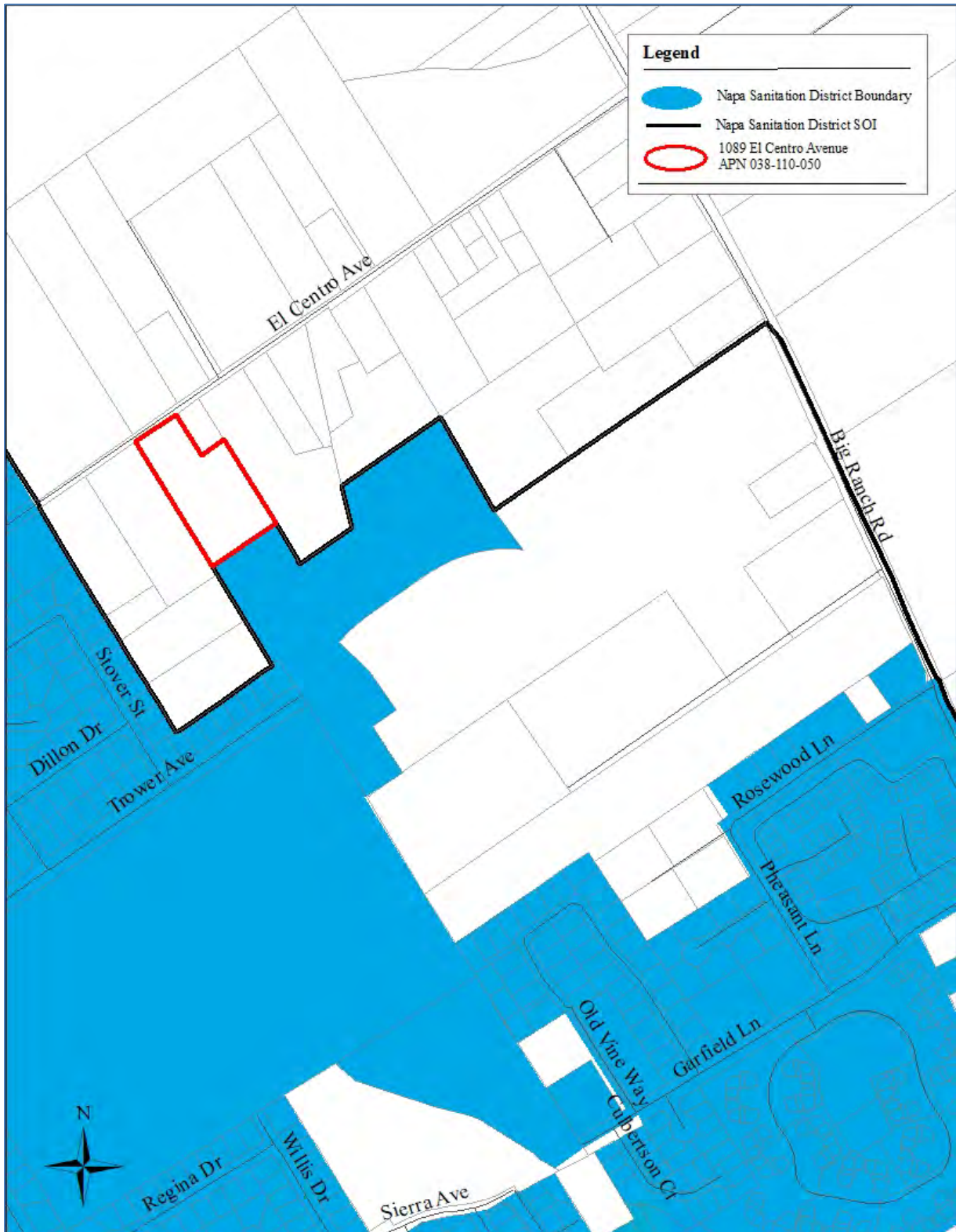
Development Plans: An urban lot split to create a second parcel in the future

Development Potential: County General Plan and zoning allow one single-family dwelling unit per parcel as well as accessory dwelling units and one guest cottage

Application Materials: Attachment 3

Maps of Affected Territory: Following pages

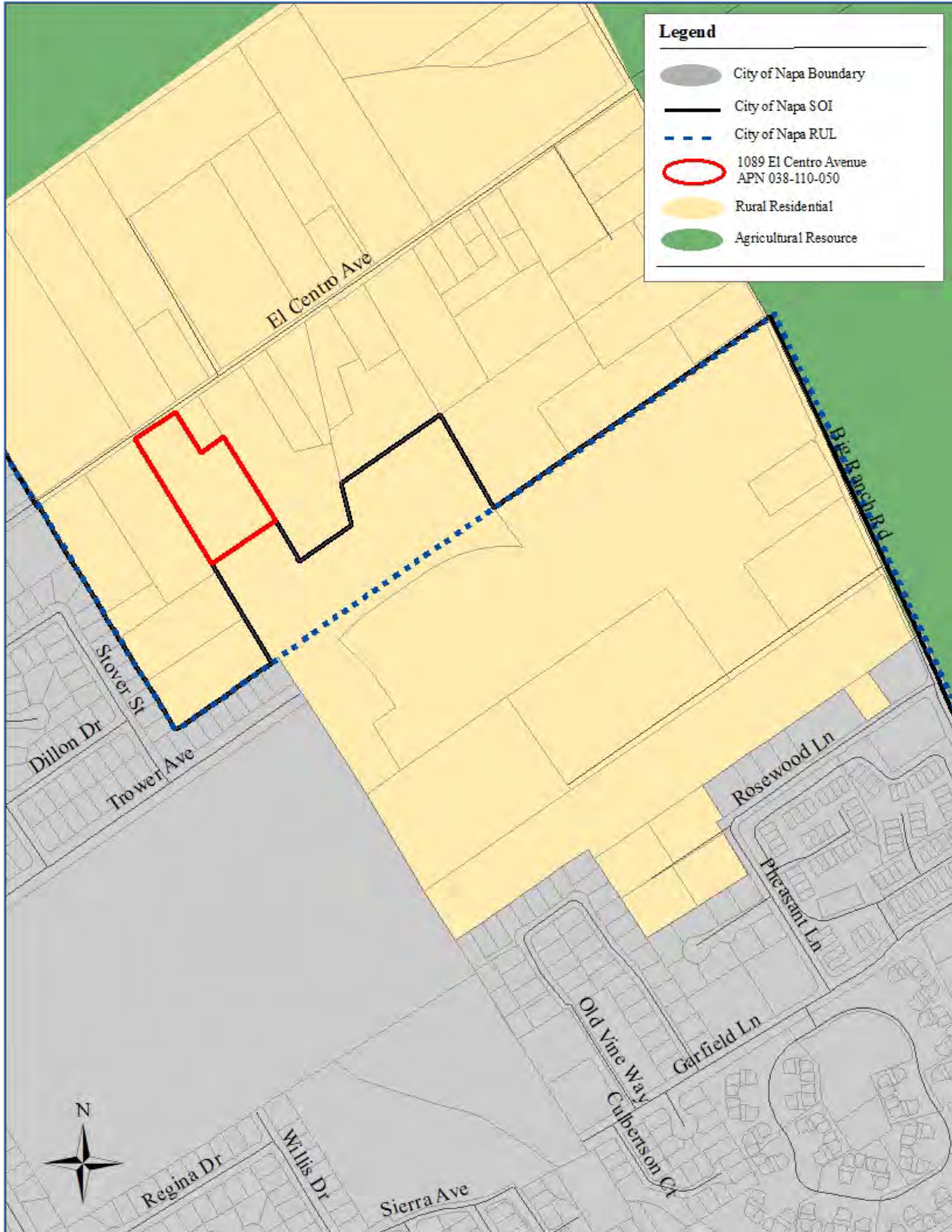
Map showing affected territory, NSD boundary, and NSD SOI:



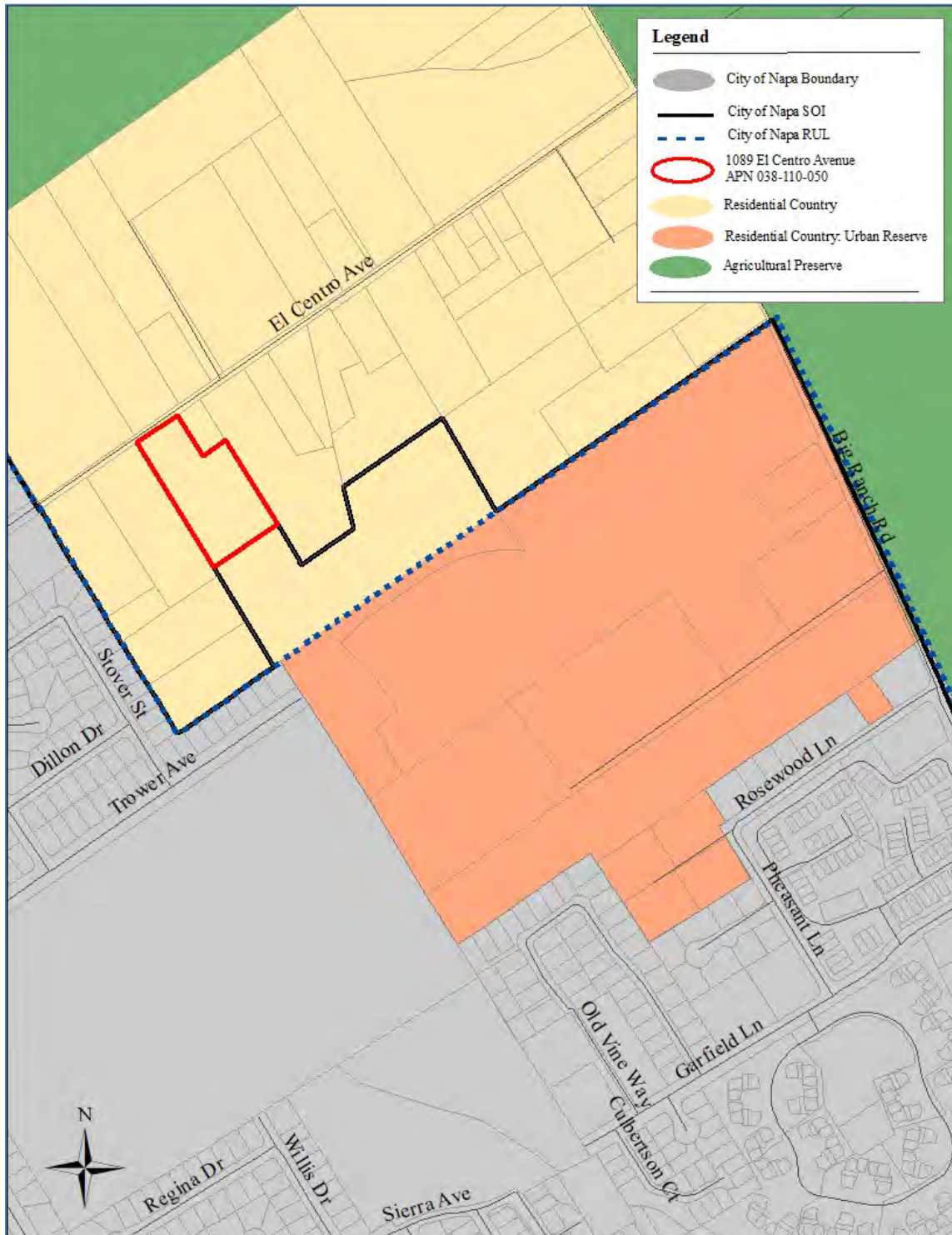
Aerial map showing affected territory, NSD boundary, and NSD SOI:



Map showing affected territory, City boundary, City SOI, City rural urban limit (RUL), and County General Plan land use designations:



Map showing affected territory, City boundary, City SOI, City RUL, and County zoning assignments¹:



¹ The Urban Reserve classification is intended to identify those properties inside the SOI of a city as adopted by LAFCO and a city-adopted urban limit, such as the City of Napa's RUL, whose continued or future urbanization is contingent upon annexation to the city, as indicated in Napa County general plan policies.

DISCUSSION

SOI Amendment Request

The landowner submitted a formal request to include the affected territory within NSD's SOI, included as part of Attachment 3. Staff recommends approval based on the following.

In determining the SOI of each agency, the Commission is required to consider five specific factors pursuant to California Government Code section 56425. These factors are included as Exhibit Two in the draft resolution amending NSD's SOI, included as Attachment 1.

The Commission's *Policy on SOIs* is included as Attachment 5. The following is a summary of key considerations related to the *Policy on SOIs*.

- Section V(A)(5): In the course of an SOI review for any local agency as part of an MSR, the Commission shall identify all existing outside services provided by the affected agency. For any services provided outside the affected agency's jurisdictional boundary but within its SOI, the Commission shall request the affected agency submit an annexation plan or explanation for not annexing the territory that is receiving outside services.
 - Staff response: The affected territory currently receives grandfathered outside sewer service from NSD. There is no formal agreement documenting the outside service. Concurrent SOI amendment and annexation are being proposed by the landowner, which would eliminate any confusion or inefficiency associated with the existing outside service arrangement.

- Section V(A)(8): When an annexation is proposed outside a local agency's SOI, the Commission may consider both the proposed annexation and SOI amendment at the same meeting. The SOI amendment to include the affected territory, however, shall be considered and resolved prior to Commission action on the annexation.
 - Staff response: The requested SOI amendment shall be considered and resolved as a separate action prior to consideration of the proposed annexation.

- Section V(A)(9): A local agency's SOI should reflect existing and planned service capacities based on information collected by, or submitted to, the Commission. This includes information contained in current MSRs.
 - The Commission's *Napa Countywide Water and Wastewater MSR* adopted in 2020 indicates NSD has established sufficient capacities and controls to reasonably accommodate current and future sewer service needs within its existing SOI and the affected territory.

- Section V(A)(10): The Commission shall consider, at a minimum, the following land use criteria in determining SOIs:
 - a) The present and planned land uses in the area, including lands designated for agriculture and open-space.
 - Staff response: Present and planned land uses within the affected territory are residential.
 - b) The present and probable need for public facilities and services in the area.
 - Staff response: The probable need for services is limited to any future additional residential development consistent with the County General Plan designation and zoning.
 - c) The present capacity of public facilities and adequacy of public services that the local agency provides or is authorized to provide.
 - Staff response: NSD has established adequate capacity of facilities and services to serve current and planned uses within the affected territory.
 - d) The existence of any social or economic communities of interest in the area if the commission determines that they are relevant to the local agency.
 - Staff response: There are no social or economic communities of interest within the affected territory.
 - e) Consistency with the County General Plan and the general plan of any affected city or town.
 - Staff response: The SOI amendment relates to residential territory and appears consistent with the County General Plan.
 - f) Adopted general plan policies of the County and of any affected city or town that guide future development away from lands designated for agriculture or open-space.
 - Staff response: Irrelevant to the SOI amendment request.
 - g) Adopted policies of affected local agencies that promote infill development of existing vacant or underdeveloped land.
 - Staff response: Irrelevant to the SOI amendment request.
 - h) Amount of existing vacant or underdeveloped land located within any affected local agency's jurisdiction and current SOI.
 - Staff response: Irrelevant to the SOI amendment request.
 - i) Adopted urban growth boundaries by the affected local agency.
 - Staff response: Irrelevant to the SOI amendment request.

Proposed El Centro Avenue No. 8 Annexation to NSD

The landowner of the affected territory submitted a proposal to annex the parcel to NSD, included as part of Attachment 3. Staff recommends approval of the annexation.

Protest proceedings are waived pursuant to G.C. section 56662(a) given the affected territory is legally uninhabited (i.e., fewer than 12 registered voters) and 100% property owners and affected located agencies consent to annexation.

The affected territory is subject to a master property tax exchange. NSD will receive no additional property tax allocation following annexation.

In the evaluation of any annexation proposal involving a special district, the Commission is required to consider the factors under G.C. sections 56668 and 56668.3. These factors are addressed in Attachment 4.

The Commission's *Policy on Proposals* is included as Attachment 6. The following is a summary of key considerations related to the *Policy on Proposals*.

- Section V(A)(1): The affected territory shall be included, or the applicant has concurrently requested the affected territory be included, within the affected agency's SOI prior to issuance of the Executive Officer's certificate of filing for the subject annexation proposal. The Executive Officer may agendaize both an SOI amendment and annexation application for Commission consideration and action at the same meeting.
 - Staff response: The applicant has complied by requesting a concurrent SOI amendment involving NSD.

- Section V(D)(1)(a): All annexation proposals to NSD involving territory located outside of the City of Napa should include annexation to the City if the affected territory is located within the City's SOI, is located within the City's Rural Urban Limit (RUL), and annexation is legally possible.
 - Staff response: The affected territory is located outside the City's RUL and SOI, and therefore annexation is not legally possible at this time.

ENVIRONMENTAL REVIEW

Exemptions:

1. Annexations of individual small parcels of the minimum size for facilities exempted by Section 15303.²
2. Annexations where the boundary changes do not change the geographical area in which previously existing powers are exercised (as NSD has already been providing service in this geographical area pursuant to an existing Outside Service Agreement).³

ATTACHMENTS

- 1) Draft Resolution Approving the Amendment to NSD's SOI
- 2) Draft Resolution Approving the Annexation to NSD
- 3) Application Materials
- 4) G.C. §56668 & §56668.3 Factors for Commission Determinations
- 5) Policy on SOIs
- 6) Policy on Proposals

² CEQA Guidelines section 15319(b)

³ CEQA Guidelines section 15320

RESOLUTION NO. ____

**RESOLUTION OF
THE LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY
MAKING DETERMINATIONS**

**SPHERE OF INFLUENCE AMENDMENT INVOLVING
THE NAPA SANITATION DISTRICT AND 1089 EL CENTRO AVENUE**

WHEREAS, a landowner (the “Applicant”) seeking a sphere of influence (SOI) amendment involving the Napa Sanitation District and unincorporated territory located at 1089 El Centro Avenue has filed an application (the “Application”) with the Local Agency Formation Commission of Napa County, hereinafter referred to as “Commission,” pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000; and

WHEREAS, the Application seeks Commission approval to amend the sphere of influence of the City to include approximately 3.1 acres of territory comprising one entire parcel identified by the County of Napa Assessor’s Office as APN 038-110-050; and

WHEREAS, the Executive Officer prepared a written report on the Application in accordance with Government Code Section 56428; and

WHEREAS, said Executive Officer’s report has been presented to the Commission in the manner provided by law; and

WHEREAS, the Commission heard and fully considered all evidence related to the Application, including oral and written testimony presented at a duly noticed public hearing held on June 1, 2026; and

WHEREAS, the Commission considered all the factors required by law under California Government Code Section 56425.

NOW, THEREFORE, THE COMMISSION DOES HEREBY RESOLVE, DETERMINE, AND ORDER as follows:

1. The Recitals above are true and correct and are fully incorporated herein.
2. The SOI of the Napa Sanitation District is hereby amended to include all areas within the current SOI of the Napa Sanitation District plus the area shown in Exhibit One.
3. The underlying activity, annexation of the affected territory, is categorically exempt from further review pursuant to CEQA Guidelines section 15319(b), which exempts annexations of individual small parcels of the minimum size for facilities exempted by CEQA Guidelines section 15303. The annexation also qualifies for an exemption pursuant to CEQA Guidelines section 15320, which exempts changes in organization of local governmental agencies where the changes do not change the geographical area in which previously existing powers are exercised. The records upon which these findings are made are located at the Commission’s administrative office located at 1754 Second Street, Suite C, Napa, California 94559.

4. Pursuant to California Government Code Section 56425, the Commission adopts the statement of determinations as set forth in Exhibit Two, attached hereto and incorporated herein by reference.
5. The Commission hereby directs staff to file a Notice of Exemption in compliance with CEQA.
6. The effective date of this SOI amendment shall be the date upon which the Executive Officer is in receipt of all outstanding Commission fees.
7. The Executive Officer shall revise the official records of the Commission to reflect the SOI amendment upon the effective date.

The foregoing resolution was duly and regularly adopted by the Commission at a public meeting held on June 1, 2026, after a motion by Commissioner _____, seconded by Commissioner _____, by the following vote:

AYES: Commissioners _____

NOES: Commissioners _____

ABSENT: Commissioners _____

ABSTAIN: Commissioners _____

Beth Painter
Commission Chair

ATTEST: _____
Brendon Freeman
Executive Officer

Recorded by: Charlie Livingston
Commission Clerk

EXHIBIT ONE

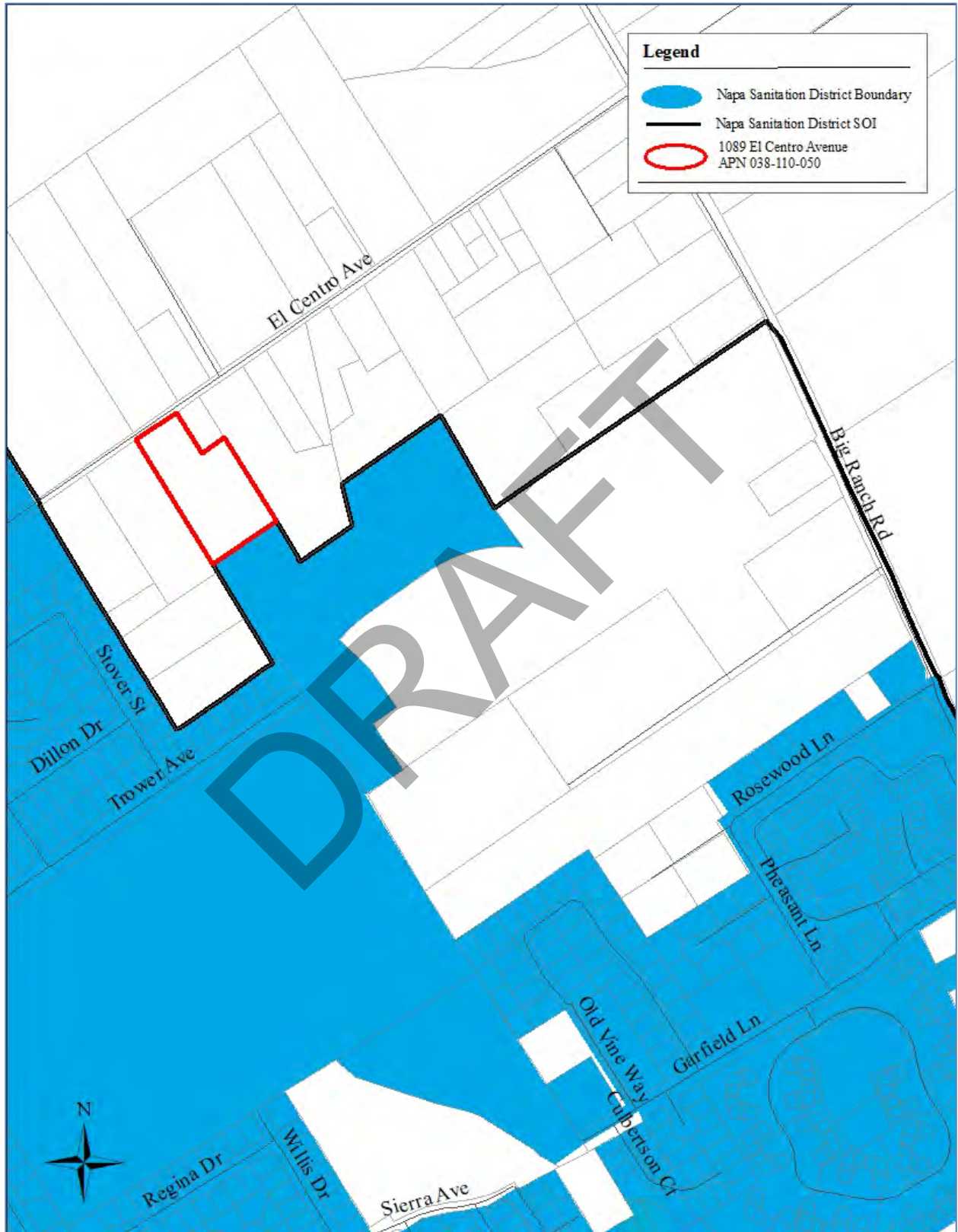


EXHIBIT TWO

STATEMENT OF DETERMINATIONS

SPHERE OF INFLUENCE AMENDMENT INVOLVING THE NAPA SANITATION DISTRICT AND 1130 TROWER AVENUE

1. Present and planned land uses, including agricultural and open-space lands (Government Code §56425(e)(1)):

The County of Napa General Plan assigns the affected territory a land use designation of *Rural Residential* and zoning standard of *Residential Country*. These land use characteristics prescribe a minimum lot size of one acre. The affected territory is developed with two single-family residences.

2. The present and probable need for public facilities and services (Government Code §56425(e)(2)):

The affected territory presently receives outside sewer service from the Napa Sanitation District through a grandfathered agreement consistent with G.C. Section 56133. Other public services available to the affected territory include fire protection, law enforcement, flood control, resource conservation, and mosquito abatement. If further development requiring public sewer service becomes possible within the affected territory, any new development would need to be within the Napa Sanitation District's SOI and jurisdictional boundary prior to connecting to public sewer infrastructure.

3. The present capacity of public facilities and adequacy of public services that the agency provides or is authorized to provide (Government Code §56425(e)(3)):

The Napa Sanitation District has established sufficient capacities and controls to reasonably accommodate future sewer service needs within the District's existing sphere of influence as well as to properties with existing outside service agreements, which includes the affected territory. This statement is predicated on information collected and analyzed in the Commission's *Napa Countywide Water and Wastewater Municipal Service Review* adopted in 2020 and updated in 2021. No service deficiencies for the area were identified in the Municipal Service Review.

4. The existence of any social or economic communities of interest if the Commission determines that they are relevant to the agency (Government Code §56425(e)(4)):

There are no social or economic communities of interest in the affected territory.

5. Present and probable need for public services for disadvantaged unincorporated communities (Government Code §56425(e)(5)):

Inclusion of the affected territory within the Napa Sanitation District's sphere of influence is not related to the need for public services for disadvantaged unincorporated communities.

RESOLUTION NO. ____

**RESOLUTION OF
THE LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY
MAKING DETERMINATIONS**

**EL CENTRO AVENUE NO. 8
ANNEXATION TO THE NAPA SANITATION DISTRICT**

WHEREAS, an application for a proposed change of organization has been filed with the Local Agency Formation Commission of Napa County, hereinafter referred to as “Commission,” pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000; and

WHEREAS, the proposal seeks Commission approval to annex approximately 3.1 acres of unincorporated land to the Napa Sanitation District and represents one entire parcel located at 1089 El Centro Avenue and identified by the County of Napa Assessor’s Office as Assessor’s Parcel Number (APN) 038-110-050; and

WHEREAS, the Commission’s Executive Officer has reviewed the proposal and prepared a report with recommendations in accordance with Government Code section 56665; and

WHEREAS, the Executive Officer’s report and recommendations have been presented to the Commission in the manner provided by law; and

WHEREAS, the Commission heard and fully considered all the evidence presented at a noticed public meeting held on the proposal on June 1, 2026; and

WHEREAS, the Commission considered all the factors required by law under Government Code sections 56668 and 56668.3 as well as adopted local policies and procedures; and

WHEREAS, the Commission finds the proposal consistent with the sphere of influence established for the Napa Sanitation District; and

WHEREAS, the Commission finds that all owners of land affected by the proposal consent to the subject annexation; and

NOW, THEREFORE, THE COMMISSION DOES HEREBY RESOLVE, DETERMINE, AND ORDER as follows:

1. The Factors for Commission Determinations provided in the Executive Officer's written report are hereby incorporated herein by this reference and are adequate.
2. The underlying activity, annexation of the affected territory, is categorically exempt from further review pursuant to CEQA Guidelines section 15319(b), which exempts annexations of individual small parcels of the minimum size for facilities exempted by CEQA Guidelines section 15303. The annexation also qualifies for an exemption pursuant to CEQA Guidelines section 15320, which exempts changes in organization of local governmental agencies where the changes do not change the geographical area in which previously existing powers are exercised. The records upon which these findings are made are located at the Commission's administrative office located at 1754 Second Street, Suite C, Napa, California 94559.
3. The proposal is APPROVED subject to completion of item number 11 below.
4. This proposal is assigned the following distinctive short-term designation:

**EL CENTRO AVENUE NO. 8
ANNEXATION TO THE NAPA SANITATION DISTRICT**

5. The affected territory is shown on the map in the attached Exhibit "A".
6. The affected territory so described is uninhabited as defined in California Government Code section 56046.
7. The Napa Sanitation District utilizes the regular assessment roll of the County of Napa.
8. The affected territory will be taxed for existing general bonded indebtedness of the Napa Sanitation District.
9. The proposal shall be subject to the terms and conditions of the Napa Sanitation District.
10. The Commission waives conducting authority proceedings in accordance with California Government Code section 56662(a).
11. Recordation is contingent upon receipt by the Executive Officer of the following:
 - (a) A final map and geographic description of the affected territory determined by the County Surveyor to conform to the requirements of the State Board of Equalization.
 - (b) All outstanding Commission fees.
 - (c) Written confirmation from the Napa Sanitation District that it is acceptable to record a Certificate of Completion.
12. The effective date shall be the date of recordation of the Certificate of Completion. The Certificate of Completion must be recorded within one calendar year unless an extension is requested and approved by the Commission.

13. The Commission hereby directs staff to file a Notice of Exemption in compliance with CEQA.

14. The Commission hereby directs staff to mail a copy of this resolution as required by Government Code section 56882.

The foregoing resolution was duly and regularly adopted by the Commission at a public meeting held on June 1, 2026, after a motion by Commissioner _____, seconded by Commissioner _____, by the following vote:

AYES: Commissioners _____

NOES: Commissioners _____

ABSENT: Commissioners _____

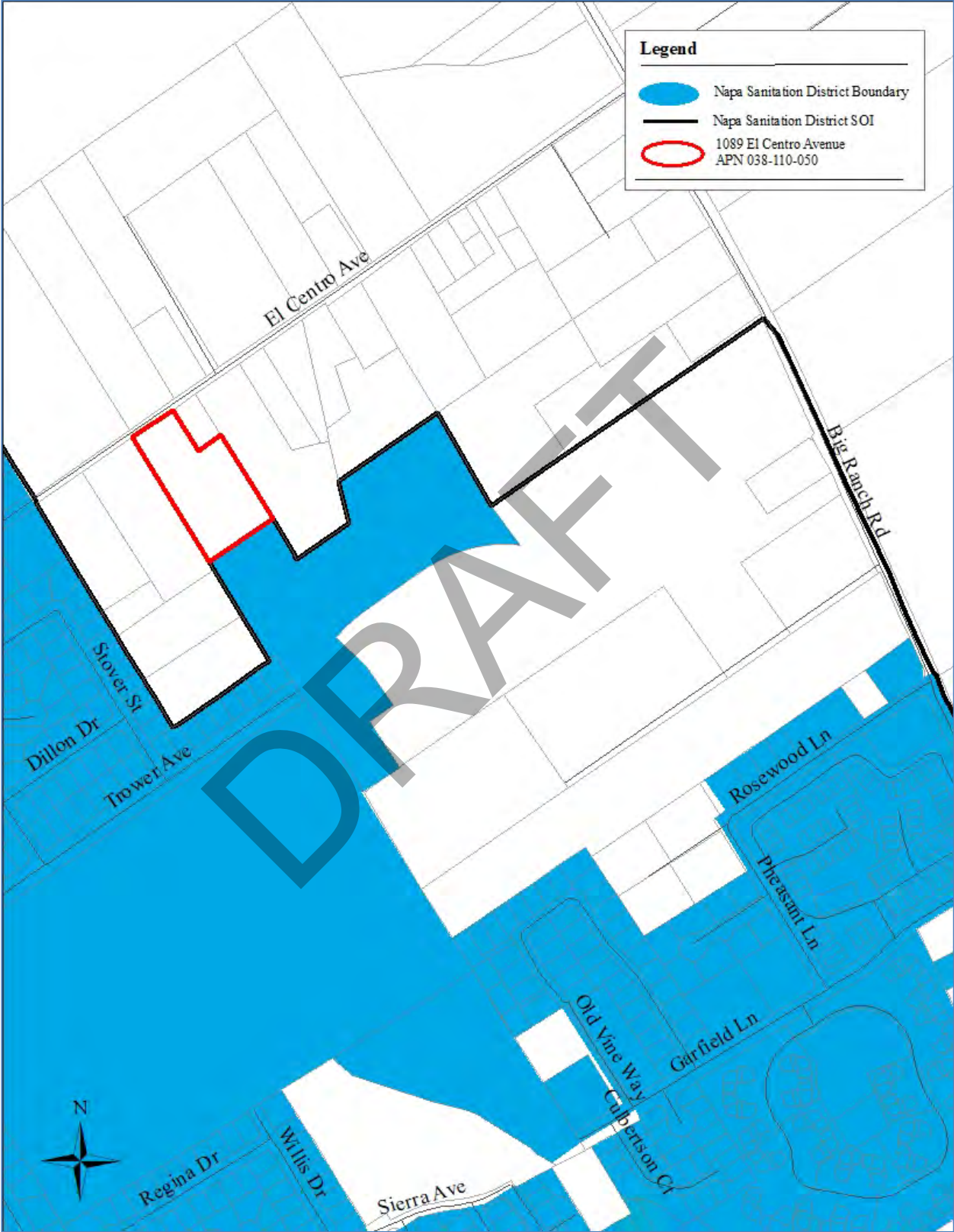
ABSTAIN: Commissioners _____

Beth Painter
Commission Chair

ATTEST: _____
Brendon Freeman
Executive Officer

Recorded by: Charlie Livingston
Commission Clerk

EXHIBIT A



QUESTIONNAIRE

The information provided in this application will be used to evaluate this proposal. Please complete this form to facilitate our review. Please respond to all items in this form, indicating "NA" when an item does not apply. It is important to note that while a SOI amendment may be initiated by any person or local agency, ultimately, the affected agency must consent to the change and all parties may be required to provide information, conduct studies, and may be subject to conditions of approval.

Subject Agency(ies)
(City or Special District): Napa Sanitation District

Describe Proposed SOI Change(s): Add 1089 El Centro Avenue (APN 038-110-050)

Applicant/ Agents

	Name	Email	Telephone	Mailing
1.	Jesse Van Coutren	jessejvc@gmail.com	707-337-1890	1089 El Centro Ave, Napa, CA
2.				
3.				
4.				
5.				

Interested Parties

	Name	Email	Telephone	Mailing
1.	Jesse Van Coutren	jessejvc@gmail.com	707-337-1890	1089 El Centro Ave Napa, CA 94558
2.	Megan Van Coutren	meganvc02@gmail.com	707-337-1303	same as above
3.				
4.				

A. General Information

1. This application was initiated by:

Jesse Van Centren

2. State reason(s) for requesting the proposed action at this time.

to attach to existing sewer line on the property

3. Describe the use of developed property within the proposal territory, including details about existing structures, if applicable. Describe anticipated development of vacant property, including types of buildings, number of units, supporting facilities, etc., and when development is scheduled to occur, if applicable.

Submitting SB9 application to split 1089 El Centro Ave into 2 lots. We plan on building a home on the second lot and wish to attach that home to the existing sewer line going through the property.

4. State the location of the property and its general location in relation to communities, freeways/highways, roads, etc.:

1089 El Centro Ave.

5. Describe the present and planned uses in the area, including agricultural and open space lands.

Horse ranch, single family houses/adu

6. Describe the present and probable need for public facilities and services in the area.

Existing home has an outside service agreement to tie into 10" sewage line running through the property. If SB9 lot split is approved, we wish to build a home ~~on~~ on the second lot and tie into the sewage line too.

7. Describe the present capacity of public facilities and adequacy of public services which the agency provides or is authorized to provide.

Defer to Napa Sanitation District on the extent of upstream properties connected to the existing 10" main and present capacity.

8. Describe the existence of any social or economic communities of interest in the area that the Commission may determine are relevant to the agency.

Adjacent neighboring properties may also benefit from being added to the SOI.

B. Land Use Information

1. Total acreage: 3.1
2. Assessor Parcel Number(s): 038-110-050-000
 - a. If multiple parcels are involved in the sphere request, will any be consolidated?
3. Indicate the current zoning:
 - a. County: RC
 - b. City: N/A
4. What community plan or General Plan is the territory in:

Napa County General Plan
5. The County/City General Plan land use designation:

Rural Residential

6. Describe any special land use concerns found in General Plans:

N/A

7. What is the proposed land use?

Residential

8. Has the affected territory been rezoned? No Yes

If yes, what is the rezoning use and densities (if applicable) permitted?

County of Napa zoning is RC (Residential Country) which allows one single-family dwelling per legal lot as well as accessory dwelling units and one guest cottage.

9. Indicate below all permits or approvals that will be needed, or have been granted by, the County or any city or town to complete the project.

Type of Approval	File No.	Approval Date	Resolution attached?
Tentative Parcel Map	PL26-00042	Pending	<input checked="" type="checkbox"/> No / <input type="checkbox"/> Yes / <input type="checkbox"/> N/A
Use Permit			<input type="checkbox"/> No / <input type="checkbox"/> Yes / <input type="checkbox"/> N/A
City/Town/County General Plan Amendment			<input type="checkbox"/> No / <input type="checkbox"/> Yes / <input type="checkbox"/> N/A
City/Town Rezoning			<input type="checkbox"/> No / <input type="checkbox"/> Yes / <input type="checkbox"/> N/A
County Rezone			<input type="checkbox"/> No / <input type="checkbox"/> Yes / <input type="checkbox"/> N/A
Other			<input type="checkbox"/> No / <input type="checkbox"/> Yes / <input type="checkbox"/> N/A

10. Have any of the above-mentioned approvals been appealed? No Yes

If yes, please state when the project was appealed, who appealed it, and when it was or will be reconsidered.

11. Is the affected territory subject to a Williamson Act Contract or Farmland Security Zone Contract?

No Yes

If yes, please attach the following (if applicable)

- Copy of contract
- Board of Supervisor's resolution upholding contract
- City resolution protesting contract
- City resolution succeeding to contract

12. How will the proposal assist a city, town, or the County to achieve its fair share of regional housing needs as determined by its current General Plan Housing Element, and are any RHNA transfer agreements applicable?

The proposed addition to Napa Sanitation District's SOI will facilitate economical sewer connections and promote additional housing.

C. Environmental Information

1. Has an environmental determination (Notice of Exemption, Negative Declaration, Mitigated Negative Declaration, or Environmental Impact Report) been adopted and/or certified by a legislative body?

No Yes (If yes, please attach a copy)

a. Is the certified environmental documentation currently being challenged? No Yes

2. Is the site presently zoned for or engaged in agricultural use? Yes

If yes, please explain:

The property has previously been used as a horse ranch.

3. Does the site contain prime agricultural land as defined in Gov. Code §56064? No Yes

4. Will extension of services requested for this proposal induce growth on affected property? No Yes

a. On adjacent properties? No Yes only if also added to SOI

b. Unincorporated? No Yes

c. Vacant? No Yes

5. Please provide a detailed description of the environmental setting of the site, including any information related to potential environmental impacts associated with an SOI amendment:

The subject property and surrounding properties are rural residences with generally flat topography covered with landscaping, grassy fields or vineyards.

6. Terrain:

- Level to gently rolling (0-10%)
- Slopes (10-30%)
- Steep slopes (over 30%)

7. Hydrology:

- Streams, lakes, or marshes on site? No Yes

If yes, please explain:

- Is there irrigation on site? No Yes
- Is the site within a GSA managed subbasin? No Yes

- 8. Has the natural vegetation already been removed or altered? No Yes

- 9. Are there any endangered plant species on site? No Yes

- 10. Have any endangered or threatened species been identified? No Yes

If yes, please explain:

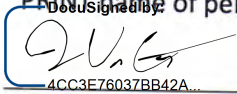
I hereby certify that the statements made in this entire Sphere of Influence Amendment Application are to the best of my knowledge accurate.

Jesse Van Coutren

2/26/2026

PRINT name of person completing this application

Date



jessejvc@gmail.com

Signature

email

3084 Encanto Drive, Napa, CA 94558

707-337-1890

Address

Phone Number

III. GENERAL INFORMATION

A. Location:	1089 El Centro Ave	038-110-050	3.1
	Street Address	Assessor Parcel Number	Acres
	Street Address	Assessor Parcel Number	Acres
	Street Address	Assessor Parcel Number	Acres
	Street Address	Assessor Parcel Number	Acres

Total Location Size (Including Right-of-Ways) 3.1 acres

B. Landowners:

- (1) Assessor Parcel Number : 038-110-050 Name: Jesse Van Coutren
 Mailing Address: 1089 El Centro Ave, Napa, CA 94558
 Phone Number: 707-337-1890 E-mail: jessejvc@gmail.com
- (2) Assessor Parcel Number : _____ Name: _____
 Mailing Address: _____
 Phone Number: _____ E-mail: _____
- (3) Assessor Parcel Number : _____ Name: _____
 Mailing Address: _____
 Phone Number: _____ E-mail: _____
- (4) Assessor Parcel Number : _____ Name: _____
 Mailing Address: _____
 Phone Number: _____ E-mail: _____

Use Additional Sheets As Needed

C. Population:

- (1) Total Number of Residents: 4
- (2) Total Number of Registered Voters: 2

D. Land Use Factors:

- (1a) County General Plan Designation: Rural Residential
- (1b) County Zoning Standard: RC
- (2a) Applicable City General Plan Designation: N/A
- (2b) Applicable City Pre-zoning Standard: N/A
(Required for City Annexations)

E. Existing Land Uses: Residential homesite
(Specific)

F. Development Plans:

- (1a) Territory Subject to a Development Project? Yes No
- (1b) If Yes, Describe Project: An urban lot split as allowed by senate bill 9 to create a second parcel on the County lot
- (1c) If No, When Is Development Anticipated? _____

G. Physical Characteristics:

- (1) Describe Topography: Flat valley floor property with drainage running north to south very gradually
- (2) Describe Any Natural Boundaries: none
- (3) Describe Soil Composition and Any Drainage Basins: Clayey soils consistent with valley floor soil types. Drainage to the south (Salvador channel).
- (4) Describe Vegetation: Limited vegetation consisting of ornamentals and various shrubs/scrub trees.

H. Williamson Act Contracts
(Check One)

Yes

No

IV. GOVERNMENTAL SERVICES AND CONTROLS

A. Plan For Providing Services:

- (1) Enumerate and Describe Services to Be Provided to the Affected Territory:

**Connect an additional sewer service to new lot created
by the SB9 urban lot split.**

- (2) Level and Range of Services to Be Provided to the Affected Territory:

Single new sewer service.

- (3) Indication of When Services Can Feasibly Be Extended to the Affected Territory:

As soon as available.

- (4) Indication of Any Infrastructure Improvements Necessary to Extend Services to the Affected Territory:

None

- (5) Information On How Services to the Affected Territory Will Be Financed:

Privately by landowner.

V. ENVIRONMENTAL INFORMATION

A. Environmental Analysis (City annexations require pre-zoning.)

(1) **Lead Agency for Proposal:** Napa Sanitation
 Name

(2) **Type of Environmental Document Previously Prepared for Proposal:**

- Environmental Impact Report
- Negative Declaration/Mitigated Negative Declaration
- Categorical/Statutory Exemption: _____
 Type
- None

Provide Copies of Associated Environmental Documents

VI. ADDITIONAL INFORMATION

A. Approval Terms and Conditions Requested For Commission Consideration:

None

Use Additional Sheets As Needed

B. Identify Up to Three Agencies or Persons to Receive Proposal Correspondence:

(Does not include affected landowners or residents)

(1) Recipient Name: Jeremy Sill
 Mailing Address: 1515 Fourth Street, Napa, CA 94559
 E-Mail: jsill@rsacivil.com

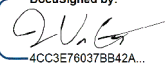
(2) Recipient Name: _____
 Mailing Address: _____
 E-Mail: _____

(3) Recipient Name: _____
 Mailing Address: _____
 E-Mail: _____

VII. CERTIFICATION

I certify the information contained in this application is correct. I acknowledge and agree the Local Agency Formation Commission of Napa County is relying on the accuracy of the information provided in my representations in order to process this application proposal.

Signature:

DocuSigned by:

4CC3E76037BB42A...

Printed Name:

Jesse Van Coutren

Title:

Owner

Date:

5/4/2026

FACTORS FOR COMMISSION CONSIDERATION

Government Code §56668 & §56668.3 require a review of the following factors:

FACTOR TO CONSIDER	COMMENT
1. Population and density [§56668(a)]	Population 4
2. Land area and land use [§56668(a)]	3.1 acres, 2 single-family residences presently
3. Assessed valuation [§56668(a)]	Land: \$1,249,500 Structural improvements: \$1,096,500 Total: \$2,346,000
4. Topography, natural boundaries and drainage basins [§56668(a)]	Relatively flat, drainage basin is <i>Napa River – Salvador Channel</i>
5. Proximity to other populated areas [§56668(a)]	Affected territory is in proximity to City of Napa residential area and Garfield Park.
6. Likelihood of significant growth in the area, adjacent areas during next 10 years [§56668(a)]	No immediate plans for significant growth in the area in the next 10 years.
7. Need for government services [§56668(b)]	Existing County services provided at adequate levels: Fire and emergency protection, law enforcement. Water provided via private onsite well. Sewer provided by NSD via outside service agreement. Annexation to NSD sought for future further development.
8. Government services present cost, adequacy and controls in area [§56668(b)]	NSD provides adequate cost control measures and controls in the area. Analysis: Napa Countywide Water Wastewater MSR Updated 10-4-21
9. Government services effect of proposal on cost, adequacy and controls in area and adjacent areas [§56668(b)]	No effect – applicant will pay own way.

<p>10. Effects on adjacent areas, on mutual social and economic interests, and on local governmental structure in the County</p> <p>[§56668(c)]</p>	<p>Adjacent to existing NSD boundary and SOI, no effect on governmental structure in the County.</p>
<p>11. Effects on planned efficient patterns of urban development</p> <p>[§56668(d)]</p>	<p>No effect</p> <p>County General Plan: <i>Rural Residential</i></p> <p>County Zoning: <i>Residential Country</i></p>
<p>12. Effects on maintaining physical and economic integrity of agricultural lands</p> <p>[§56668(e)]</p>	<p>No effect</p>
<p>13. Boundaries: logical, contiguous, not difficult to serve, definite and certain</p> <p>[§56668(f)]</p>	<p>One entire parcel contiguous to existing NSD boundary and SOI.</p>
<p>14. Conformance to lines of assessment, ownership</p> <p>[§56668(f)]</p>	<p>One parcel: APNs 038-110-050</p>
<p>15. Creation of islands, corridors, irregular boundaries</p> <p>[§56668(f)]</p>	<p>No effect</p>
<p>16. Consistency with regional transportation plan</p> <p>[§56668(g)]</p>	<p>No specific projects in regional transportation plan (RTP), <i>Plan Bay Area 2050</i></p>
<p>17. Consistency with city or county general and specific plans</p> <p>[§56668(h)]</p>	<p>County General Plan: <i>Rural Residential</i></p> <p>County Zoning: <i>Residential Country</i></p>
<p>18. Consistency with spheres of influence</p> <p>[§56668(i)]</p>	<p>Proposal includes amendment to NSD SOI, annexation is contingent upon SOI amendment approval.</p>
<p>19. Comments from affected agencies and other public agencies</p> <p>[§56668(j)]</p>	<p>No comments received</p>

<p>20. Ability of agency to provide service including sufficiency of revenues [§56668(k)]</p>	<p>NSD has established adequate ability to provide service and maintain sufficient revenues. Analysis: Central County Region Municipal Service Review adopted in 2014 and Napa Countywide Water Wastewater MSR Updated 10-4-21</p>
<p>21. Timely availability of adequate water supply [§56668(l)]</p>	<p>No effect</p>
<p>22. Fair share of regional housing needs [§56668(m)]</p>	<p>Possible contribution to regional housing needs if further developed in the future.</p>
<p>23. Information or comments from landowners, voters, or residents in proposal area [§56668(n)]</p>	<p>100% consent of landowners</p>
<p>24. Existing land use designations [§56668(o)]</p>	<p>County General Plan: <i>Rural Residential</i> County Zoning: <i>Residential Country</i></p>
<p>25. Effect on environmental justice [§56668(p)]</p>	<p>No documentation or evidence suggesting the proposal will have any implication</p>
<p>26. Safety Element of GP concerns; identified as very high fire hazard zone [§56668(q)]</p>	<p>Not located in a high fire hazard zone or a state responsibility area</p>
<p>27. Special district annexations: for the interest of landowners or inhabitants within the district and affected territory [§56668.3(a)(1)]</p>	<p>Annexation to NSD would allow for an urban lot split as allowed by Senate Bill 9 to create a second parcel on the County lot, connect an additional sewer service to new lot created by the SB9 urban lot split.</p>

NAPA LAFCO POLICY ON SPHERES OF INFLUENCE

I. BACKGROUND

The Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, beginning with [California Government Code \(G.C.\) §56425](#), requires the Local Agency Formation Commission (LAFCO or “Commission”) to establish and maintain spheres of influence for all local agencies within its jurisdiction. A sphere of influence (SOI) is defined by statute as a “plan for the probable physical boundary and service area of a local government agency as determined by the commission” ([G.C. §56076](#)). Every determination made by LAFCO shall be consistent with the SOIs of the local agencies affected by that determination ([G.C. §56375.5](#)). The Commission encourages cities, towns, and the County of Napa (“County”) to meet and agree to SOI changes. The Commission shall give “great weight” to these agreements to the extent they are consistent with its policies ([G.C. §56425\(b\) and \(c\)](#)). Local agency SOIs are established and changed in part based on information in municipal service reviews, including adopted determinative statements and recommendations ([G.C. §56430](#)).

II. PURPOSE

The purpose of these policies is to guide the Commission in its consideration of SOI amendment requests as well as SOI reviews and updates initiated by LAFCO. This includes establishing consistency with respect to the Commission’s approach in the scheduling, preparation, and adoption of SOI reviews and updates. Requests to amend an SOI may be made by any person or local agency as described in Section VI of this policy. Requests to amend an SOI are encouraged to be filed with LAFCO’s Executive Officer as part of the Commission’s municipal service review (MSR) and SOI review process.

III. OBJECTIVE

It is the intent of the Commission to determine appropriate SOIs that promote the orderly expansion of cities, towns, and special districts in a manner that ensures the protection of the environment and agricultural and open space lands while also ensuring the effective, efficient,

and economic provision of essential public services, including public water, wastewater, fire protection and emergency response, and law enforcement. The Commission recognizes the importance of considering local conditions and circumstances in implementing these policies. An SOI is primarily a planning tool that will:

- Serve as a master plan for the future organization of local government within the County by providing long range guidelines for the efficient provision of services to the public;
- Discourage duplication of services by two or more local governmental agencies;
- Guide the Commission when considering individual proposals for changes of organization;
- Identify the need for specific reorganization studies, and provide the basis for recommendations to particular agencies for government reorganizations.

IV. DEFINITIONS

Recognizing that an SOI is a plan for the probable physical boundary and service area of a local government agency as determined by LAFCO, the Commission incorporates the following definitions:

- A. “Agricultural lands” are defined as set forth in [G.C. §56016](#).
- B. “Open space” are defined as set forth in [G.C. §56059](#).
- C. “Prime agricultural land” is defined as set forth in [G.C. §56064](#).
- D. “Infill” is defined as set forth in [Public Resources Code §21061.3](#).
- E. “Underdeveloped land” is defined as land that lacks components of urban development such as utilities or structure(s).
- F. “Vacant land” is defined as land that has no structure(s) on it and is not being used. Agricultural and open space uses are considered a land use and therefore the underlying land is not considered vacant land.

- G. “SOI establishment” refers to the initial adoption of a city or special district SOI by the Commission.
- H. “SOI amendment” refers to a single change to an established SOI, typically involving one specific geographic area and initiated by a landowner, resident, or local agency.
- I. “SOI review” refers to a comprehensive review of an established SOI conducted as part of an MSR. Based on information collected in the SOI review component of an MSR, the Commission shall determine if an SOI update is needed.
- J. “SOI update” refers to a single change or multiple changes to an established SOI, typically initiated by the Commission and based on information collected in the SOI review.
- K. “Zero SOI” when determined by the Commission, indicates a local agency should be dissolved and its service area and service responsibilities assigned to one or more other local agencies.
- L. “Study area” refers to territory evaluated as part of an SOI update for possible addition to, or removal from, an established SOI. The study areas shall be identified by the Commission in consultation with all affected agencies.

V. LOCAL CONSIDERATIONS

A. General Guidelines for Determining Spheres of Influence

The following factors are intended to provide a framework for the Commission to balance competing interests in making determinations related to SOIs. No single factor is determinative. The Commission retains discretion to exercise its independent judgment as appropriate:

- 1) Land defined or designated in the County of Napa General Plan land use map as agricultural or open space shall not be approved for inclusion within any local agency’s SOI for purposes of new urban development unless the action is consistent with the objectives listed in Section III of this policy.
- 2) Land that is within the Napa County Airport Land Use Commission (ALUC) Planning Area shall not be approved for inclusion within any local agency’s SOI prior to LAFCO conferring with the ALUC.

- 3) The Commission encourages residents, landowners, and local agencies to submit requests for changes to SOIs to the LAFCO Executive Officer as part of the LAFCO-initiated MSR and SOI review process.
- 4) The first Agricultural Preserve in the United States was created in 1968 by the Napa County Board of Supervisors. The Agricultural Preserve protects lands in the fertile valley and foothill areas of Napa County in which agriculture is and should continue to be the predominant land use. Measure J was passed by voters in 1990 and Measure P was passed by voters in 2008 and requires voter approval for any changes that would re-designate unincorporated agricultural and open-space lands. The Commission will consider the Agricultural Preserve and intent of voters in passing Measure J and Measure P in its decision making processes to the extent they apply, prior to taking formal actions relating to SOIs.
- 5) In the course of an SOI review for any local agency as part of an MSR, the Commission shall identify all existing outside services provided by the affected agency. For any services provided outside the affected agency's jurisdictional boundary but within its SOI, the Commission shall request the affected agency submit an annexation plan or explanation for not annexing the territory that is receiving outside services. For any services provided outside an agency's jurisdictional boundary and SOI, the Commission encourages a dialogue between the County and the affected agency relating to mutually beneficial provisions.
- 6) In the course of reviewing a city or town's SOI, the Commission will consider the amount of vacant land within the affected city or town's SOI. The Commission discourages SOI amendment requests involving vacant or underdeveloped land that requires the extension of urban facilities, utilities, and services where infill development is more appropriate.
- 7) A local agency's SOI shall generally be used to guide annexations within a five-year planning period. Inclusion of land within an SOI shall not be construed to indicate automatic approval of an annexation proposal.
- 8) When an annexation is proposed outside a local agency's SOI, the Commission may consider both the proposed annexation and SOI amendment at the same meeting. The SOI amendment to include the affected territory, however, shall be considered and resolved prior to Commission action on the annexation.

- 9) A local agency's SOI should reflect existing and planned service capacities based on information collected by, or submitted to, the Commission. This includes information contained in current MSRs. The Commission shall consider the following municipal service criteria in determining SOIs:
 - a) The present capacity of public facilities and adequacy of public services provided by affected local agencies within the current jurisdiction, and the adopted plans of these local agencies to address any municipal service deficiency, including adopted capital improvement plans.
 - b) The present and probable need for public facilities and services within the area proposed or recommended for inclusion within the SOI, and the plans for the delivery of services to the area.
- 10) The Commission shall consider, at a minimum, the following land use criteria in determining SOIs:
 - a) The present and planned land uses in the area, including lands designated for agriculture and open-space.
 - b) The present and probable need for public facilities and services in the area.
 - c) The present capacity of public facilities and adequacy of public services that the local agency provides or is authorized to provide.
 - d) The existence of any social or economic communities of interest in the area if the commission determines that they are relevant to the local agency.
 - e) Consistency with the County General Plan and the general plan of any affected city or town.
 - f) Adopted general plan policies of the County and of any affected city or town that guide future development away from lands designated for agriculture or open-space.
 - g) Adopted policies of affected local agencies that promote infill development of existing vacant or underdeveloped land.
 - h) Amount of existing vacant or underdeveloped land located within any affected local agency's jurisdiction and current SOI.
 - i) Adopted urban growth boundaries by the affected local agency.

B. Scheduling Sphere of Influence Reviews and Updates

[G.C. §56425\(g\)](#) directs the Commission to review and update each SOI every five years, as necessary. Each year, the Commission shall adopt a Work Program with a schedule for initiating and completing MSRs and SOI reviews based on communication with local agencies. This includes appropriate timing with consideration of city, town, and County general plan updates. The Commission shall schedule SOI updates, as necessary, based on determinations contained in MSRs.

C. Environmental Review

SOI establishments, amendments, and updates will be subject to the review procedures defined in the California Environmental Quality Act (CEQA) and the Napa LAFCO CEQA Guidelines. If an environmental assessment or analysis is prepared by an agency for a project associated with an SOI establishment, amendment, or update, and LAFCO is afforded the opportunity to evaluate and comment during the Lead Agency's environmental review process, then LAFCO can act as a Responsible Agency under CEQA for its environmental review process. All adopted environmental documents prepared for the project, a copy of the filed Notice of Determination/Notice of Exemption, and a copy of the Department of Fish and Wildlife fee receipt must be submitted as part of the application. Completion of the CEQA review process will be required prior to action by the Commission.

VI. REQUESTS FOR SPHERE OF INFLUENCE AMENDMENTS

A. Form of Request

Any person or local agency may file a written request with the Executive Officer requesting amendments to an SOI pursuant to [G.C. §56428\(a\)](#). Requests shall be made using the form provided in this packet. Requests shall include an initial

deposit as prescribed under the Commission's adopted Schedule of Fees and Deposits. The Executive Officer may require additional data and information to be included with the request. Requests by cities, towns, and special districts shall be made by resolution of application.

B. Review of Request

The Executive Officer shall review and determine within 30 days of receipt whether the request to amend an agency's SOI 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.

C. 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 meeting of the Commission for which adequate notice can be given. The Commission may approve, approve with conditions, or deny the request for an SOI amendment. The Commission's determination and any required findings will be set out in a resolution that specifies the area added to, or removed from, the affected agency's SOI. While the Commission encourages the participation and cooperation of the subject agencies, the determination of an SOI is a LAFCO responsibility and the Commission is the sole authority as to the sufficiency of the documentation and consistency with law and LAFCO policy.



LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY

Policy on Proposals

(Adopted: August 9, 1972; Last Amended: December 5, 2022)

I. Background

The Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (CKH) specifies the Local Agency Formation Commission (LAFCO) of Napa County's principal objectives are discouraging urban sprawl, preserving open space and agricultural resources, and encouraging the orderly formation and development of cities, towns, and special districts and their municipal services based on local conditions.¹ Regulatory duties include approving or disapproving proposals involving the formation, reorganization, expansion, and dissolution of cities, towns, and special districts. The Commission's regulatory actions must be consistent with its adopted written policies and procedures. The Commission must also inform its regulatory duties through a series of planning activities, which includes establishing and updating spheres of influence (SOIs).²

II. Purpose

The purpose of this policy is to guide the Commission in considering proposals for changes of organization as defined under [California Government Code \(G.C.\) §56021](#) and reorganizations as defined under [G.C. §56073](#).

III. Objective

It is the objective of the Commission to acknowledge and incorporate the policies of the Legislature regarding the promotion of orderly, well-planned development patterns that avoid the premature conversion of agricultural and open space lands and ensure effective, efficient, and economic provision of essential public services. The Commission reserves discretion in administering these policies to address special conditions and circumstances as needed.

IV. Commission Declarations

The Commission declares its intent not to permit the premature conversion of agricultural or open space lands to urban uses. The Commission shall adhere to the following policies in the pursuit of this intent, and all proposals shall be reviewed with these policies as guidelines.

A) Use of Municipal Service Reviews:

In evaluating a proposal, the Commission will use information contained within the most recently completed Municipal Service Review (MSR) for any affected agencies. The Commission retains discretion to determine if the most recent MSR is adequate for making decisions related to proposals.

¹ CKH is codified under [G.C. §56000](#) et seq.

² The Commission's *Policy on Spheres of Influence* is available online at: <https://www.napa.lafco.ca.gov>.

- B) Use of County General Plan Designations:
In evaluating a proposal, the Commission will give great weight to the Napa County General Plan to determine designated agricultural and open space lands. The Commission recognizes that inconsistencies may occur between the County General Plan and city or town general plans with respect to agricultural and open space designations. Notwithstanding these potential inconsistencies, the Commission will give great weight to the County General Plan in recognition of the public support expressed in both the incorporated and unincorporated areas of Napa County for the County's designated agricultural and open space lands through enactment of Measure P in 2008.³
- C) Recognition of the Napa County Agricultural Preserve:
The first Agricultural Preserve in the United States was created in 1968 by the Napa County Board of Supervisors. The Agricultural Preserve protects lands in the fertile valley and foothill areas of Napa County in which agriculture is, and should continue to be, the predominant land use. The Commission will consider the Agricultural Preserve in the processing of proposals.
- D) Location of Urban Development:
The Commission will give great weight to urban growth boundaries and guide urban development away from agricultural or open space lands until such times as urban development becomes an overriding consideration as determined by the Commission. The Commission encourages urban development be located within areas designated for urban use in the County General Plan and in close proximity to a city, town, or special district that can provide any needed public services. Urban development should be discouraged if it is apparent that any needed public services necessary for the proposed development cannot readily be provided by a city, town, or special district.
- E) Timing of Urban Development:
The Commission discourages proposals involving the premature annexation of undeveloped or underdeveloped lands to cities, towns, and special districts that provide potable water, sewer, fire protection and emergency response, or police protection services. This policy does not apply to proposals in which the affected lands are subject to a specific development plan or agreement under consideration by a land use authority. This policy does not apply to city or town annexation proposals in which the affected lands are part of an unincorporated island.⁴
- F) Encouragement of Reorganizations:
The Commission encourages reorganization proposals when appropriate and feasible to facilitate boundary changes involving two or more local governmental agencies. The Commission recognizes the efficiency of reorganizations to simplify and expedite logical and orderly concurrent boundary changes.

³ Measure P is an extension of Measure J, which was enacted in 1990 and requires voter approval for any changes that would re-designate unincorporated agricultural and open space lands.

⁴ The Commission's *Policy on Unincorporated Islands* is available online at: <https://www.napa.lafco.ca.gov>.

- G) Factors for Evaluating Proposals Involving Agricultural or Open Space Lands:
The Commission recognizes there are distinct and varying attributes and classifications associated with agricultural and open space designated lands. A proposal which includes agricultural or open space land shall be evaluated considering the following factors:
- (1) "Agricultural land", as defined by [G.C. §56016](#).
 - (2) "Prime agricultural land", as defined by [G.C. §56064](#).
 - (3) "Open space", as defined by [G.C. §56059](#).
 - (4) Land that is under contract to remain in agricultural or open space use, such as a Williamson Act Contract or Open Space Easement.
 - (5) Land with a County General Plan agricultural or open space designation (*Agricultural Resource* or *Agriculture, Watershed and Open Space*).
 - (6) The adopted general plan policies of the County and any affected city or town.
- H) Activating Latent Services and Deactivating Existing Services:
Commission approval is required for a special district to establish new services (i.e., activate latent service powers that were not previously authorized) or divestiture of existing services (i.e., deactivate service powers that were previously authorized) within all or parts of its jurisdictional boundary. Requests by a special district shall be made by adoption of a resolution of application and include all the information required and referenced under [G.C. §56824.12](#).

V. Policies Concerning Annexations

- A) General Policies Concerning All Annexations:
- (1) Inclusion in SOI:
The affected territory shall be included, or the applicant has concurrently requested the affected territory be included, within the affected agency's SOI prior to issuance of the Executive Officer's certificate of filing for the subject annexation proposal. The Executive Officer may amend both an SOI amendment and annexation application for Commission consideration and action at the same meeting.
 - (2) Property Tax Exchange Agreement:
A property tax exchange agreement between all affected agencies should be in place prior to submittal of an annexation proposal.

- (3) Inclusion of Public Rights-of-Way:
When a proposal for annexation involves territory located adjacent to a public right-of-way, the proposal should also include the adjacent portion of right-of-way to facilitate logical and orderly boundaries for any affected agencies.
 - (4) Boundary Modifications:
The Commission encourages modifications to proposed annexation boundaries when appropriate and feasible in order to facilitate logical and orderly boundaries for any affected local agencies. During the preliminary consultation phase, staff will encourage applicants to contact landowners of nearby properties to solicit interest in joining the annexation.
- B) Policies Concerning Annexations to a City or Town:
- (1) General Plan Designation and Rezoning:
The territory proposed for annexation shall be included in the city or town general plan and rezoned prior to submittal of an annexation proposal.
 - (2) Urban Growth Boundaries:
To the extent that a city or town maintains an urban growth boundary, the affected territory proposed for annexation should be included in the urban growth boundary prior to submittal of an annexation proposal. This does not apply to proposals consistent with [G.C. §56742](#).
 - (3) Proposals Within Unincorporated Islands:
When a proposal for annexation involves territory within an unincorporated island, staff will encourage the affected city or town to apply for the annexation of the entire island.
- C) Policies Concerning Annexation of Municipally-Owned Land:
- (1) Land Owned and Used by a City or Town Located Outside Their SOI:
Land that is owned by a city or town, used by the city or town for a municipal purpose, and located outside their SOI may be annexed pursuant to [G.C. §56742](#).
 - (2) Restricted Use Lands Owned by Public Agencies:
The Commission discourages annexation of municipally-owned land designated agricultural or open space in the County General Plan or subject to a Williamson Act contract unless the land will be used for a municipal purpose and no suitable alternative site reasonably exists within the affected agency's SOI.
 - (3) Municipal Purpose Defined:
Municipal purpose means a public service facility, but does not include agricultural or open space land.

D) Concurrent Annexation Policies:

The Commission encourages concurrent annexations to cities, towns, and special districts whenever appropriate and feasible.

(1) City of Napa and Napa Sanitation District (NSD):

a) Annexations to NSD:

All annexation proposals to NSD involving territory located outside of the City should include annexation to the City if the affected territory is located within the City's SOI, is located within the City's Rural Urban Limit, and annexation is legally possible.

b) Annexations to the City:

All annexation proposals to the City involving territory located outside of NSD should annex to NSD if the affected territory is located within NSD's SOI and if service is available.

(2) City of American Canyon and American Canyon Fire Protection District (ACFPD):

a) Annexations to ACFPD:

All annexation proposals to ACFPD involving territory located outside of the City should annex to the City if the affected territory is located within the City's SOI, is located within the City's Urban Limit Line, and annexation is legally possible.

b) Annexations to the City:

All annexation proposals to the City involving territory located outside of ACFPD should annex to ACFPD if the affected territory is located within ACFPD's SOI and if service is available.

(3) County Service Area (CSA) No. 4:

a) Annexations to Cities or Towns:

All annexations to a city or town should include concurrent detachment from CSA No. 4 unless the affected territory has been, or is expected to be, developed to include planted vineyards totaling one acre or more.

VI. Policies Concerning City or Town Incorporations

A) The Commission discourages proposals to incorporate communities unless substantial evidence suggests the County and any affected special districts are not effectively meeting the needs of the community.

B) The Commission discourages proposals to incorporate communities involving land that is not already receiving essential public services from special districts.



Local Agency Formation Commission of Napa County
Subdivision of the State of California

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We Manage Local Government Boundaries, Evaluate Municipal Services, and Protect Agriculture

Agenda Item 9c (Public Hearing)

TO: Local Agency Formation Commission

PREPARED BY: Brendon Freeman, Executive Officer *BF*

MEETING DATE: June 1, 2026

SUBJECT: Proposed Paoli Loop/Watson Lane Reorganization and Associated CEQA Findings

RECOMMENDATION

It is recommended the Commission take the following actions:

- 1) Open the continued public hearing and take testimony;
- 2) Close the public hearing;
- 3) Adopt the Resolution of the Local Agency Formation Commission of Napa County Making Determinations – Paoli Loop/Watson Lane Reorganization making California Environmental Quality Act (CEQA) findings and approving the proposed reorganization for annexation to the City of American Canyon (“City”) and detachment from County Service Area (CSA) No. 4, included as Attachment 1. Standard conditions are also recommended; and
- 4) Direct the Executive Officer to schedule a separate conducting authority hearing to receive written objections from the affected landowners between 21 and 60 days following today’s meeting.

Beth Painter, Chair
Councilmember, City of Napa

Paul Dohring, Commissioner
Councilmember, City of St. Helena

David Oro, Alternate Commissioner
Councilmember, City of American Canyon

Belia Ramos, Vice Chair
County of Napa Supervisor, 3rd District

Anne Cottrell, Commissioner
County of Napa Supervisor, 3rd District

Joelle Gallagher, Alternate Commissioner
County of Napa Supervisor, 1st District

Jeffrey Crosswhite, Commissioner
Representative of the General Public

Eve Kahn, Alternate Commissioner
Representative of the General Public

Brendon Freeman
Executive Officer

BACKGROUND AND SUMMARY

Applicant: City of American Canyon (resolution of application)

Proposed Actions: Annexation to the City and detachment from CSA No. 4

Assessor Parcel Numbers:

057-120-014, 057-120-015, 057-120-017, 057-120-028, 057-120-034, 057-120-036, 057-120-041, 057-120-045, 057-120-047, 057-120-048, 057-120-049, 057-120-050, 057-120-051, 057-180-014, and 057-180-015

Location: 157, 165, 193, 205, 210, 220, 225, 245, 254, 260, 265 & 280 Watson Lane, and 4000 & 4400 Paoli Loop

Area Size: Approximately 89 acres

Jurisdiction: Unincorporated

Sphere of Influence Consistency: Yes

Policy Consistency: Yes

Urban Growth Boundary Consistency: Yes – consistent with City urban limit line (ULL)

Tax Sharing Agreement: Yes – tax exchange agreement between City and County

Landowner Consent: Less than 100% - triggers protest proceedings

Protest Proceedings: Yes

CEQA: Final EIR and MMRP – see page 8

Current Land Uses: 13 residential lots, accessory outbuildings, outdoor storage

Purpose: Facilitate planned industrial development and Newell Drive extension

Development Plans: See “Purpose” above

Fire Service: American Canyon Fire Protection District (ACFPD)

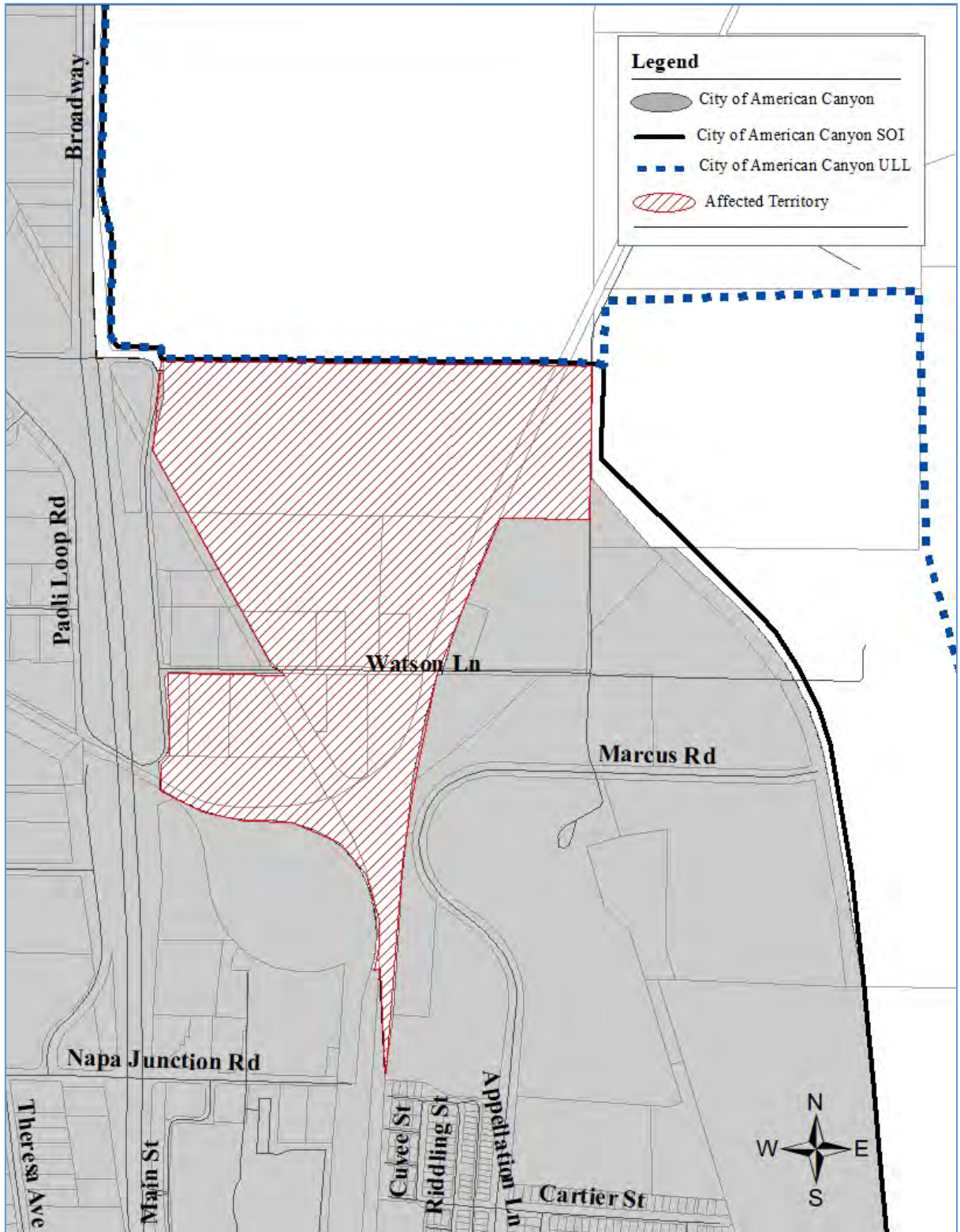
Water Service: American Canyon Extraterritorial Water Service Area

Sewer Service: American Canyon Extraterritorial Sewer Service Area

Application: Attachment 2

Maps of Affected Territory: Following pages

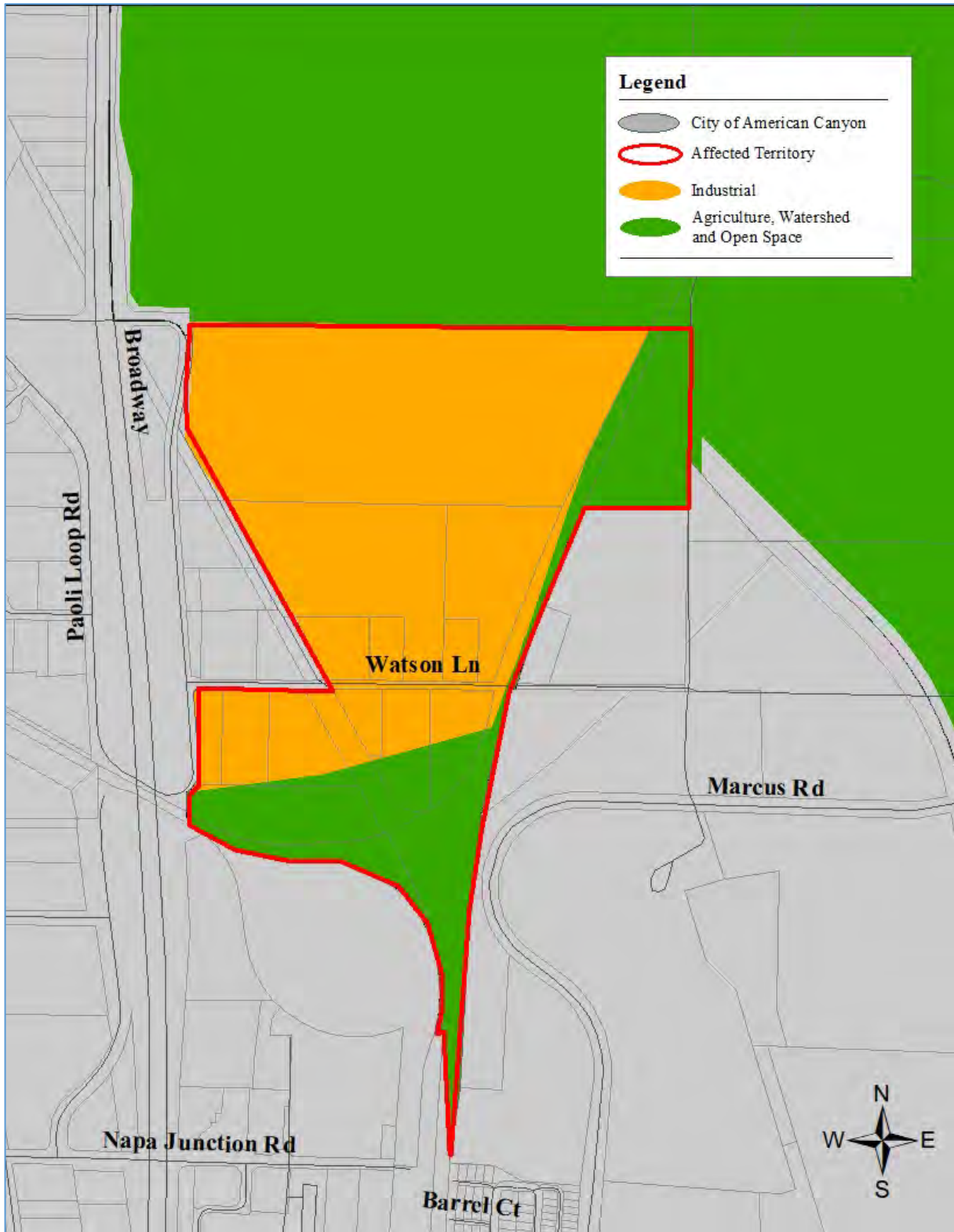
Map showing affected territory, City boundary, City SOI, and City ULL:



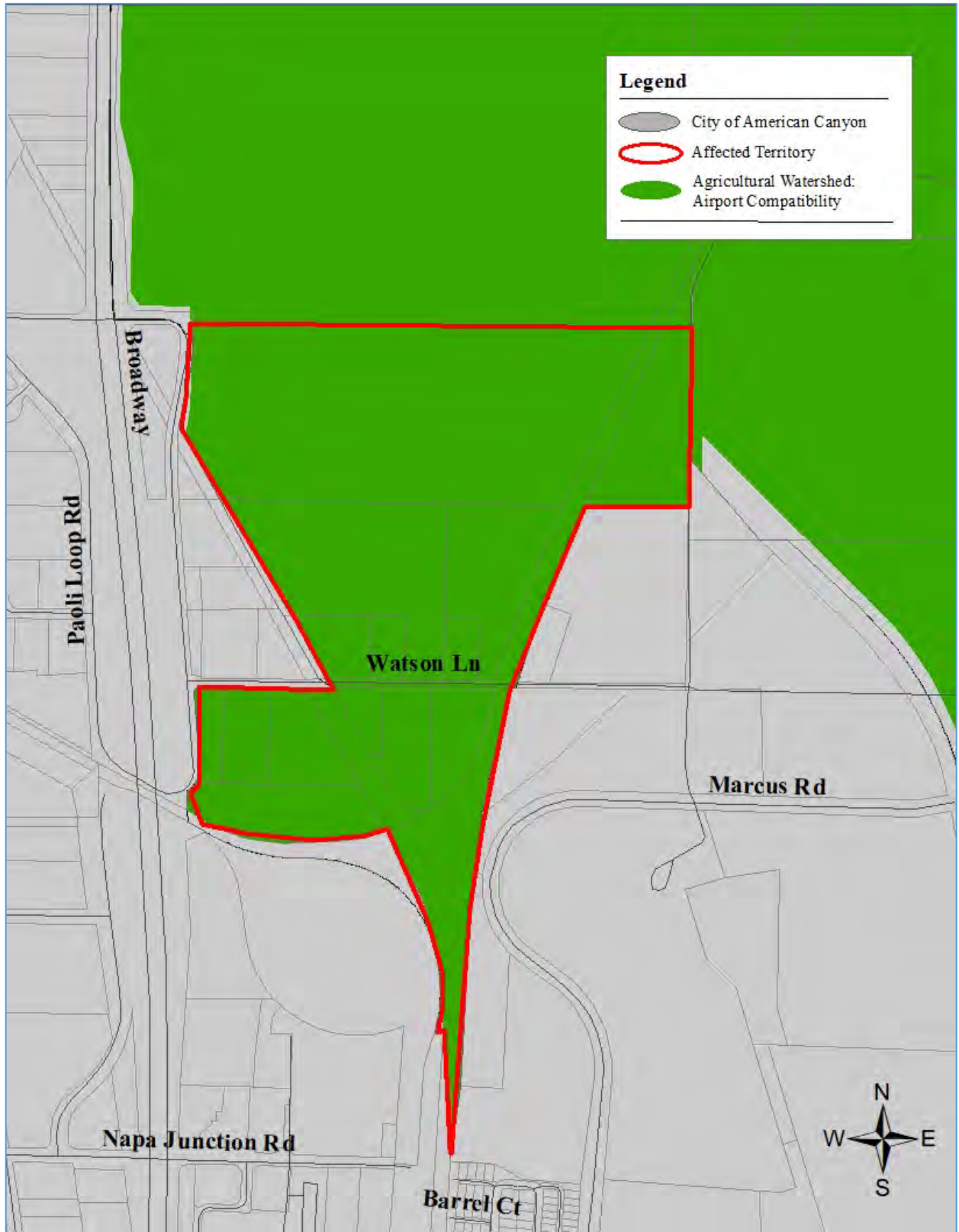
Aerial map showing affected territory, City boundary, and City SOI:



Map showing affected territory, City boundary, and County General Plan land use designations:



Map showing affected territory, City boundary, City SOI, and County zoning assignments:



DISCUSSION

Factors for Commission Determinations

See Attachment 3 for a review of the mandatory factors pursuant to California Government Code (G.C.) section 56668.

Policy Considerations

The Commission's *Policy on Proposals* is included as Attachment 4. The following is a summary of key considerations related to the *Policy on Proposals*.

- Section V(A)(1): The affected territory shall be included, or the applicant has concurrently requested the affected territory be included, within the affected agency's SOI prior to issuance of the Executive Officer's certificate of filing for the subject annexation proposal.
 - Staff response: The entire affected territory is within the City's SOI.
- Section V(A)(2): A property tax exchange agreement between all affected agencies should be in place prior to submittal of an annexation proposal.
 - Staff response: Pursuant to a mutually adopted property tax agreement, the City shall receive 47.5% of the County's portion of property tax revenues generated from the affected territory, with 5% of the County's portion also going to ACFPD. CSA No. 4 was formed after Proposition 13 and therefore not eligible for property tax revenues.
- Section V(B)(1): The territory proposed for annexation shall be included in the city or town general plan and rezoned prior to submittal of an annexation proposal.
 - Staff response: The City has rezoned the entire affected territory.
- Section V(B)(2): To the extent that a city or town maintains an urban growth boundary, the affected territory proposed for annexation should be included in the urban growth boundary prior to submittal of an annexation proposal.
 - Staff response: The entire affected territory is within the City's ULL.
- Section V(D)(3)(a): All annexations to a city or town should include concurrent detachment from CSA No. 4 unless the affected territory has been, or is expected to be, developed to include planted vineyards totaling one acre or more.
 - Staff response: The intent and function of CSA No. 4 is to sponsor a voter-approved special assessment on all parcels in its jurisdiction containing one acre or more of vineyards to fund farmworker housing services. Detachment from CSA No. 4 is appropriate given that present and planned land uses do not include planted vineyards.

Protest Proceedings

All change of organizations and reorganizations approved by the Commission are subject to protest proceedings unless waived in accordance with criteria outlined under G.C. section 56662 or 56663. This reorganization proposal does not include written consent from all landowners within the affected territory and thus will be subject to separate conducting authority proceedings pursuant to G.C. section 57000. The Executive Officer will hold a separate hearing to receive written objections from the affected landowners between 21 and 60 days following Commission approval. Conducting authority proceedings for this proposal would be based on percentage assessed value of land.¹

ENVIRONMENTAL REVIEW

By City Resolution 2023-85, adopted on November 7, 2023, the City of American Canyon, as lead agency, certified the Paoli/Watson Lane Annexation Project Final EIR, Adopted CEQA Findings and Fact, and Adopted a Mitigation Monitoring and Report Program.

The Commission, as responsible agency, shall certify that it has reviewed and considered the environmental effects and information set forth in the City's Certified Paoli/Watson Lane Annexation Project Final EIR, certified by the City on November 7, 2023 (City Resolution 2023-85).

The Commission shall also approve and adopt the City's Findings of Fact and Mitigation Monitoring and Reporting Program, as set forth in City Resolution 2023-85.

All of the aforementioned CEQA documents prepared and certified by the City are available to view by clicking the following link:

<https://portal.laserfiche.com/Portal/DocView.aspx?id=169350&repo=r-f53bdda4>

ATTACHMENTS

- 1) Draft Resolution Approving the Proposal and Making CEQA Findings
- 2) Application Materials
- 3) G.C. §56668 Factors for Commission Determinations
- 4) Policy on Proposals

¹ If landowners owning 50% or more of the total assessed value of land within the annexation territory submit written protests, annexation proceedings are automatically terminated. If landowners owning less than 50% of the total assessed value of land submit written protests, the annexation is ordered without an election.

RESOLUTION NO. ____

**RESOLUTION OF
THE LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY
MAKING DETERMINATIONS**

PAOLI LOOP/WATSON LANE REORGANIZATION

WHEREAS, the City of American Canyon, hereafter referred to as “City”, has filed a proposal by resolution of application (City Resolution 2025-04) with the Local Agency Formation Commission of Napa County, hereinafter referred to as “Commission,” pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000; and

WHEREAS, the City Resolution 2025-04 seeks Commission approval to annex approximately 89 acres of unincorporated land to the City of American Canyon along with concurrent detachment from County Service Area No. 4 and represents 15 parcels located at East of SR-29 and Paoli Loop Road and identified by the County Assessor’s Office as 057-120-014, 057-120-015, 057-120-017, 057-120-028, 057-120-034, 057-120-036, 057-120-041, 057-120-045, 057-120-047, 057-120-048, 057-120-049, 057-120-050, 057-120-051, 057-180-014, and 057-180-015 (hereinafter referred to as the “Paoli Loop/Watson Lane Reorganization Proposal” or “Proposal”); and

WHEREAS, the Commission’s Executive Officer has reviewed the Proposal and prepared a report with recommendations; and

WHEREAS, the Executive Officer’s report and recommendations on the Proposal have been presented to the Commission in the manner provided by law; and

WHEREAS, the Commission heard and fully considered all the evidence presented at a public meeting held on the Proposal on June 1, 2026; and

WHEREAS, the Commission considered all the factors required by law under Government Code section 56668 and all other applicable law and adopted local policies and procedures; and

WHEREAS, in accordance with applicable provisions of the California Environmental Quality Act (hereinafter “CEQA”), the Commission serves as responsible agency for the Paoli Loop/Watson Lane Reorganization Proposal.

NOW, THEREFORE, THE COMMISSION DOES HEREBY RESOLVE, DETERMINE, FIND, AND ORDER as follows:

1. The foregoing recitals are adopted as true and correct and incorporated herein by reference.
2. By City Resolution 2023-85, adopted on November 7, 2023, the City of American Canyon, as lead agency, certified the Paoli/Watson Lane Annexation Project Final EIR, Adopted CEQA Findings and Fact, and Adopted a Mitigation Monitoring and Report Program.
3. Pursuant to CEQA Guideline 15231, a final EIR prepared by a lead agency shall be conclusively presumed to comply with CEQA for purposes of use by a responsible agency, such as the Commission, unless one of the following conditions occurs:
 - a. The EIR is finally adjudged in a legal proceeding not to comply with the requirements of the CEQA; or
 - b. A subsequent EIR is made necessary by CEQA Guideline 15162.
4. The Commission confirms that the Paoli/Watson Lane Annexation Project Final EIR has not been finally adjudged in a legal proceeding to be out of compliance with the requirements of CEQA and no such legal proceeding has been filed or pending.
5. The Commission further finds that there have been no substantial changes in the project or in the environment since the preparation of the Paoli/Watson Lane Annexation Project Final EIR, and that none of the conditions described in CEQA Guideline 15162 calling for the preparation of a subsequent or supplemental EIR are present.
6. The Commission finds that, pursuant to CEQA Guideline 15231, the Paoli/Watson Lane Annexation Project Final EIR is conclusively presumed to comply with CEQA for purposes of use by the Commission, and the Commission can rely on the Paoli/Watson Lane Annexation Project Final EIR to support the Commission's actions.
7. The Commission, as responsible agency, certifies that it has reviewed and considered the environmental effects and information set forth in the City's Certified Paoli/Watson Lane Annexation Project Final EIR, certified by the City on November 7, 2023 (City Resolution 2023-85), prior to making its determinations on the Paoli Loop/Watson Lane Reorganization Proposal. The Commission has determined that the City's Certified Paoli/Watson Lane Annexation Project Final EIR was completed in compliance with CEQA and is adequate for its use in approving the Proposal.
8. The Commission approves and adopts the City's Findings of Fact and Mitigation Monitoring and Reporting Program, as set forth in City Resolution 2023-85, which resolution is incorporated herein by this reference.

9. The Commission hereby adopts the applicable mitigation measures contained within the City's "Mitigation Monitoring and Reporting Program" (MMRP), and the MMRP itself, incorporated herein by this reference as though wholly set forth herein. The City shall be responsible for implementing all mitigation identified in the MMRP and for overall administration of the MMRP. Consistent with CEQA, the Commission shall only have responsibility for mitigating or avoiding the direct or indirect environmental effects of those parts of the project which it approves. The City will report to LAFCO on the implementation of the MMRP and all monitoring reports prepared by the City shall be provided to the Commission.
10. The Factors for Commission Determinations provided in the Executive Officer's written report are hereby incorporated herein by this reference and are adequate.
11. The Commission finds the Paoli Loop/Watson Lane Reorganization Proposal to be consistent with the sphere of influence established for the City of American Canyon.
12. The records upon which these findings are made are located at the Commission's administrative office located at 1754 Second Street, Suite C, Napa, California 94559.
13. The proposal is APPROVED subject to completion of item number 20 below.
14. The proposal is assigned the following distinctive short-term designation:

PAOLI LOOP/WATSON LANE REORGANIZATION
15. The affected territory is depicted and described in the attached vicinity map and geographic description included as "Exhibit "A".
16. The affected territory is inhabited as defined in Government Code section 56046.
17. The City of American Canyon utilizes the regular assessment roll of the County of Napa.
18. Upon effective date of the proposal, the affected territory will be subject to all previously authorized charges, fees, assessments, and taxes that were lawfully enacted by the City of American Canyon. The affected territory will also be subject to all of the rates, rules, regulations, and ordinances of the City of American Canyon.
19. The Commission is designated as the Conducting Authority for further proceedings and the Executive Officer is directed to initiate proceedings. The Commission delegates to the Executive Officer the authority to perform all responsibilities and functions of the Commission to carry out these conducting authority proceedings in accordance with this resolution, the Commission's Policy for Conducting Authority Proceedings, and the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code Section 57000 et seq.).

- 20. Recordation of a Certificate of Completion is contingent upon the satisfaction of the following conditions as determined by the Executive Officer:
 - (a) A final map and geographic description of the affected territory conforming to the requirements of the State Board of Equalization.
 - (b) Payment of any outstanding fees owed to other agencies involved in the processing of this proposal.
 - (c) Successful completion of Conducting Authority Proceedings.
- 21. The effective date shall be the date of recordation of the Certificate of Completion. The Certificate of Completion must be filed within one calendar year from the date of approval unless a time extension is approved by the Commission.
- 22. The Commission hereby directs staff to file a Notice of Determination in compliance with CEQA.

The foregoing resolution was duly and regularly adopted by the Commission at a public meeting held on June 1, 2026, after a motion by Commissioner _____, seconded by Commissioner _____, by the following vote:

AYES: Commissioners _____

NOES: Commissioners _____

ABSENT: Commissioners _____

ABSTAIN: Commissioners _____

 Beth Painter
 Commission Chair

ATTEST: _____
 Brendon Freeman
 Executive Officer

Recorded by: Charlie Livingston
 Commission Clerk

EXHIBIT 'A'
PAOLI LOOP/WATSON LANE REORGANIZATION
ANNEXATION TO THE CITY OF AMERICAN CANYON AND
DETACHMENT FROM COUNTY SERVICE AREA NO. 4
GEOGRAPHIC DESCRIPTION

All that certain real property, situate in the County of Napa, State of California, being a portion of Section 13, Township 4 North, Range 4 West, Mount Diablo Base & Meridian, more particularly described as follows:

BEGINNING at the intersection of the northerly line of the parcel of land described in the grant deed to Albert Paoli recorded February 17, 1969 in Volume 802 at Page 536, Official Records of Napa County with the northeasterly line of the parcel of land described as Parcel 1 in the Grant Deed to the State of California recorded November 2, 1978 in Volume 1102 at Page 402, Official Records of Napa County, said point of intersection being on the general easterly line of the American Canyon Incorporation Boundary per Local Agency Formation Commission of Napa County Resolution No. 91-18 dated May 15, 1991;

Thence (1) leaving said general easterly line of said American Canyon Incorporation Boundary and along said northerly line of said Lands of Paoli, East 2534.75 feet, more or less, to the most northeasterly corner thereof, said corner also being the northeasterly corner of the parcel of land described in the grant deed to Joseph A. Gonsalves and Denise Gonsalves recorded October 16, 2020 under Document Number 2020-0026881, Official Records of Napa County;

Thence (2) along the easterly line of said Lands of Gonsalves, South 466.22 feet, more or less, to an angle point in the general westerly boundary of the Town Center Reorganization Annexation to the City of American Canyon per Local Agency Formation Commission of Napa County Resolution No. 10-21 dated December 6, 2010; thence along said general westerly boundary the following eight courses and distances:

(3) South $0^{\circ}06'57''$ West 325.78 feet;

(4) North $89^{\circ}09'37''$ West 456.02 feet to a non-tangent curve concave southeasterly, the radius point of which bears South $64^{\circ}57'55''$ East 5629.58 feet,

(5) southwesterly along said non-tangent curve, through a central angle of $8^{\circ}55'45''$ an arc distance of 877.33 feet,

(6) North $89^{\circ}09'37''$ West 23.61 feet,

(7) South $12^{\circ}35'23''$ West 612.48 feet,

1804 Soscol Avenue, Suite 202, Napa, CA 94559
 Tel: (707) 690-9025 Fax: (707) 542-2106
 www.cinquinipassarino.com
 CPI No.: 10997-25

(8) South 9°35'23" West 132.00 feet,

(9) South 8°20'23" West 132.00 feet, and

(10) South 6°05'23" West 264 feet, more or less, to said general easterly line of the American Canyon Incorporation Boundary; thence along said American Canyon Incorporation Boundary the following eleven courses and distances:

(11) North 28°57' West 640 feet, more or less, to the southeasterly corner of the parcel of land described in the Grant Deed to Thomas Conatser and Marsha D. Conatser recorded August 30, 1990 in Volume 1764 at Page 343, Official Records of Napa County, said southeasterly corner being on a non-tangent curve concave northerly,

(12) along the southerly line of said Lands of Conatser and said non-tangent curve, westerly 828 feet to the southwesterly corner thereof,

(13) along the westerly line of said Lands of Conatser, northerly and northeasterly 151 feet to the northwesterly corner thereof, said northwesterly corner being on the easterly line of Paoli Loop Road,

(14) along said easterly line of Paoli Loop Road, northeasterly and northerly 492 feet to the southerly line of Watson Lane,

(15) along said southerly line of Watson Lane, northeasterly and easterly 640 feet to the southeasterly extension of the westerly line of the parcel of land described in the Trust Transfer Deed to Florence Louise Clerici, Trustee of the Florence Louise Clerici Living Trust recorded October 12, 1990 in Volume 1773 at Page 639, Official Records of Napa County,

(16) along said southeasterly extension and the westerly line of said Lands of Clerici, northwesterly 363 feet to the southwesterly corner of the parcel of land described in the Individual Grant Deed to Thomas J. Dunlap and Hannah R. Dunlap recorded August 15, 1979 in Volume 1136 at Page 50, Official Records of Napa County,

(17) along the westerly line of said Lands of Dunlap, northwesterly 590 feet to the southeasterly corner of the parcel of land described in the Director's Deed to Albert Paoli recorded May 10, 1979 in Volume 1124 at Page 523, Official Records of Napa County,

(18) along the northeasterly line of said Director's Deed to Paoli, North 28°54'24" West 377.16 feet to the easterly line of Relinquishment Parcel 3 as described in the Relinquishment of Highway Right of Way in the County of Napa, Road 04-NAP-29-2.1/2.8, Request No. 40359 recorded October 5, 1979 in Volume 1142 at Page 53, Official Records of Napa County,

(19) leaving said easterly line of said Relinquishment Parcel 3, North 28°54'24" West 91.53 feet to the most easterly corner of the parcel of land described in the Director's Deed to Albert Paoli recorded May 10, 1979 in Volume 1124 at Page 526, Official Records of Napa County, said most easterly corner being on the westerly line of said Relinquishment Parcel 3,

(20) along the northeasterly line of said last mentioned Director's Deed to Paoli, North 28°54'24" West 363.26 feet to the most northerly corner thereof, said corner also being on the easterly line said parcel of land described as Parcel 1 in the Grant Deed to the State of California recorded November 2, 1978 in Volume 1102 at Page 402, Official Records of Napa County, and

(21) along the northeasterly line of said Parcel 1, North 28°54'24" West 78.35 feet to the POINT OF BEGINNING.

Containing 89 acres of land, more or less.

For assessment purposes only. This description of land is not a legal property description as defined in the Subdivision Map Act and may not be used as the basis for an offer for sale of the land described.

Prepared by Cinquini & Passarino, Inc.



Mark P. Andrilla, PLS 8985

12.31.'25

Date



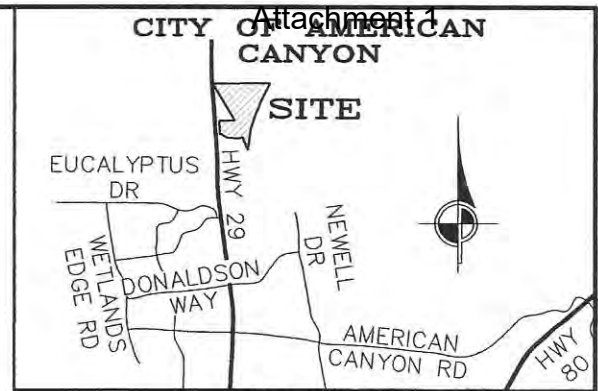
EXHIBIT 'A'

PAOLI LOOP/WATSON LANE REORGANIZATION ANNEXATION CITY OF AMERICAN CANYON

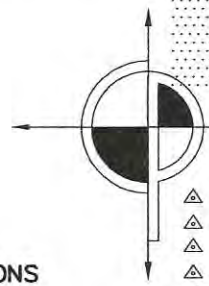
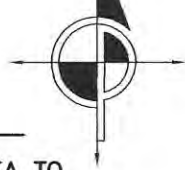
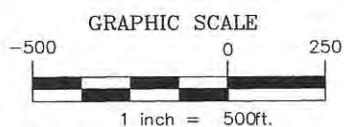
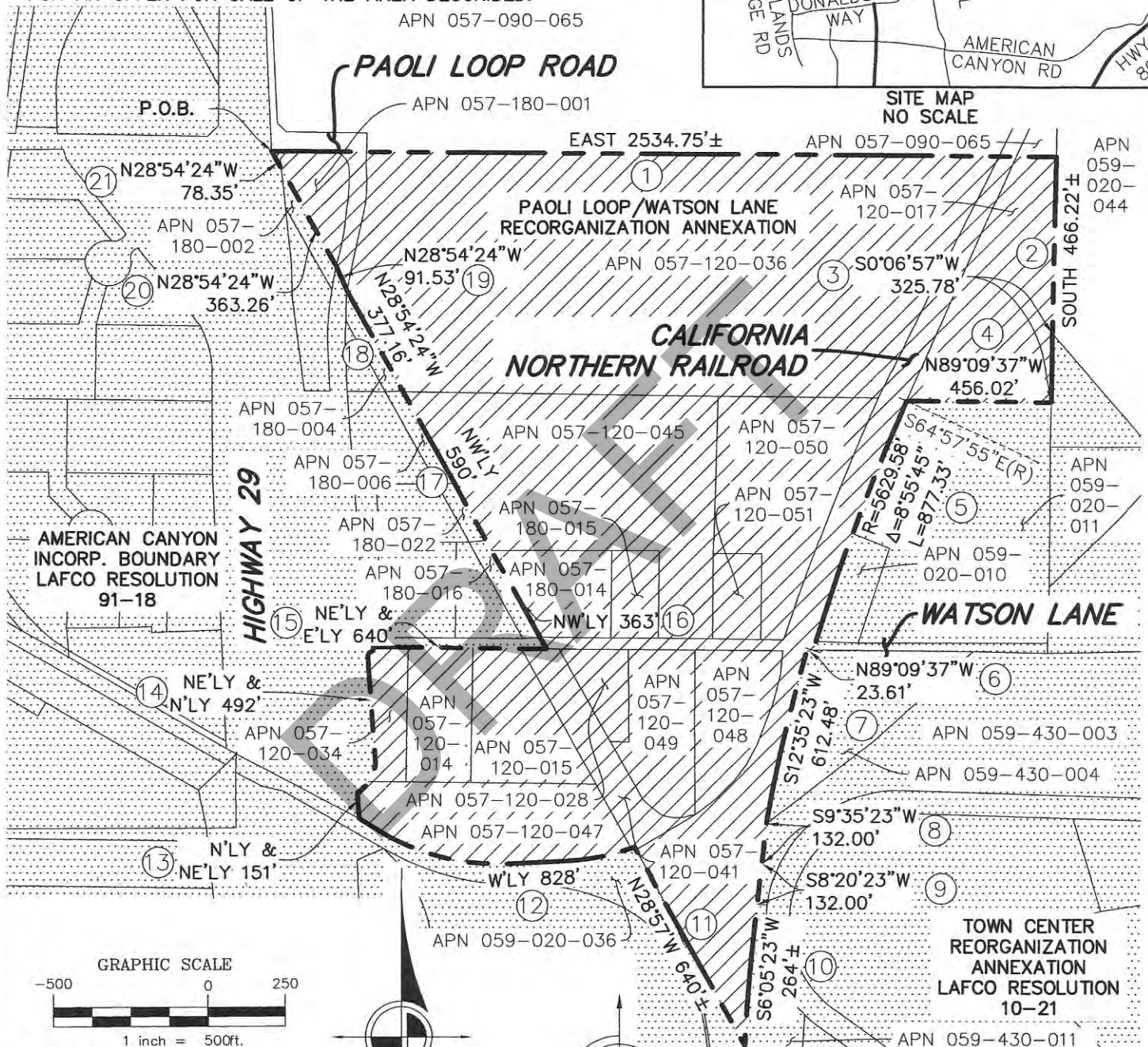
DISCLAIMER:

"FOR ASSESSMENT PURPOSES ONLY. THIS DESCRIPTION OF LAND IS NOT A LEGAL PROPERTY DESCRIPTION AS DEFINED IN THE SUBDIVISION MAP ACT AND MAY NOT BE USED AS THE BASIS FOR AN OFFER FOR SALE OF THE AREA DESCRIBED."

APN 057-090-065



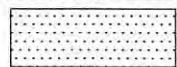
SITE MAP
NO SCALE



LEGEND



PROPOSED AREA TO BE ANNEXED (89 AC±)



EXISTING CITY OF AMERICAN CANYON BOUNDARY & ANNEXATIONS

P.O.B.

POINT OF BEGINNING



COURSE NUMBER



RADIAL BEARING

Resolution for Paoli Loop/Watson Lane Reorganization

THE AFFECTED AREA IS SHOWN ON THIS MAP AND DESCRIBED IN THE ATTACHED GEOGRAPHIC DESCRIPTION.

CINQUINI & PASSARINO, INC. LAND SURVEYING

1804 Soscol Avenue, STE 202
Napa, CA. 94559
Phone: (707) 690-9025
Fax: (707) 542-2106

WWW.CINQUINIPASSARINO.COM

DRAWN BY: CBS	CHECKED BY: MPA
SCALE: 1" = 500'	DATE: 12/31/25
JOB #: 10997-25	PAGE: 4 OF 4
Page 8 of 8	



August 15, 2025

Brendon Freeman
Napa County LAFCO
1754 Second Street, Suite C
Napa, California 94559

Subject: Paoli/Watson Annexation

Dear Brendon,

We are pleased to submit an application to annex the Paoli/Watson property into the City of American Canyon. The property, located northeast of American Canyon in the City's Sphere of Influence and Urban Limit Line (County RUL), has been under study since 2017, with ongoing stakeholder engagement.

A key component of this annexation is to entitle a 35-acre industrial park on the northern portion of the project area. This development will enable the City to construct a final segment of the Newell Drive "Eastside Connector," a parallel roadway to Highway 29. This long-anticipated infrastructure will help relieve traffic congestion on Highway 29 and generate economic benefits to the broader Napa County Region.

To comply with the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, the annexation includes the unincorporated Watson Lane properties to avoid creating an isolated "Island" of County territory fully surrounded by the City.

On November 7, 2023, the City Council certified the Final Environmental Impact Report. In February 2024, the Napa County Airport Land Use Commission staff determined that the Paoli/Watson General Plan Amendment and Pre-Zoning are in conformance with the Napa County Airport Land Use Compatibility Plan.

The following attachments are included in this application:

1. Form C - Notice of Intention to adopt a Resolution of Application
2. Form D - Proposal Application
3. Form E - Political Contributions Disclosure
4. Standard Indemnification Agreement
5. List of Landowners, APNs, and Addresses subject to the Annexation (sent under separate cover for privacy considerations)

Paoli/Watson Annexation
August 15, 2025
Page 2

We look forward to working with you on this important initiative. If you have any questions, I may be contacted at (707) 647-4336 or at bcooper@americancanyon.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Brent Cooper". The signature is fluid and cursive, with a long horizontal stroke at the end.

Brent Cooper, AICP
Community Development Director

cc: Jason B. Holley, City Manager

ATTACHMENT 1

FORM C

For Staff Use

Attachment 2

Date Filed: _____

Proposal Name: _____

NOTICE OF INTENTION TO ADOPT RESOLUTION OF APPLICATION

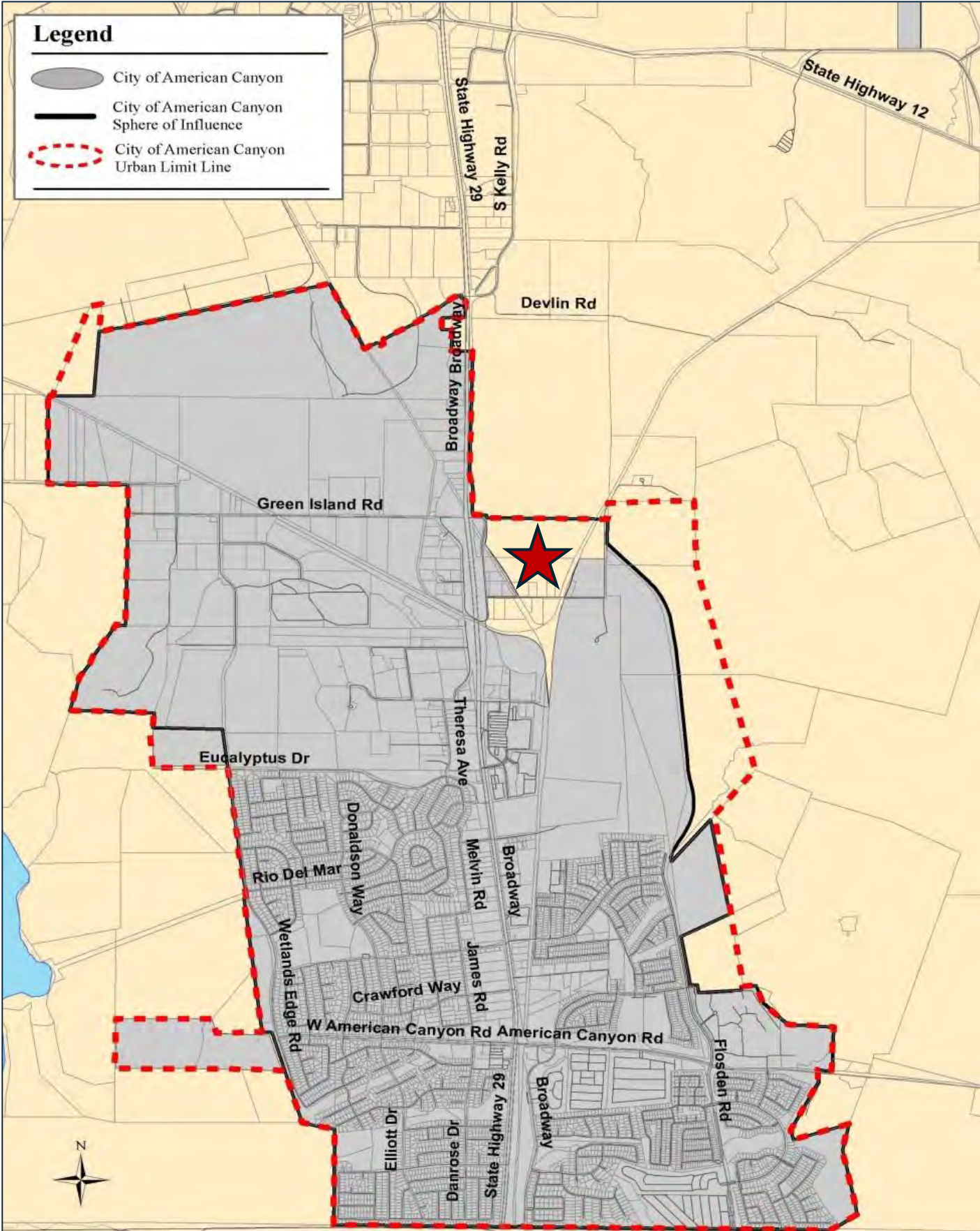
For Filing with the Local Agency Formation Commission of Napa County

A proposal for a change of organization made by a local agency shall be initiated by an adopted resolution of application in accordance with Government Code Section 56654. Mailed notice of a local agency's intention to adopt a resolution of application must be provided no less than 21 days in advance to the Commission and all affected agencies. The notice shall describe the proposal and the affected territory. Applicants are encouraged to use this form.

Nature of Proposal and All Associated Changes of Organization:

Description of Boundaries of Affected Territory Accompanied by Map:

Reason for Proposal and Any Proposed Conditions:



RESOLUTION NO. 2025-64

A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE NAPA COUNTY LOCAL AGENCY FORMATION COMMISSION (LAFCO) TO INITIATE REORGANIZATION PROCEEDINGS FOR THE PAOLI WATSON TERRITORY

WHEREAS, the Paoli, Watson, Gonsalves, and Union Pacific Property (“Paoli Watson territory”) is located in the City of American Sphere of Influence; and

WHEREAS, on September 5, 2017, the City Council gave staff direction to prepare a Napa County Local Agency Formation Commission (LAFCO) annexation application for nearly 87 acres off Paoli Loop Road within the City’s “Sphere of Influence”; and

WHEREAS, The Paoli Loop/Watson Lane area (hereafter the “Affected Territory”) is comprised of approximately 86.9 acres currently in the unincorporated County of Napa (“County”), located East of SR-29 and Paoli Loop Road, and is comprised of the following APNs and parcels:

- a. 059-020-036
- b. 057-120-014
- c. 057-120-015
- d. 057-120-017
- e. 057-120-028
- f. 057-120-034
- g. 057-120-036
- h. 057-120-041
- i. 057-120-045
- j. 057-120-047
- k. 057-120-048
- l. 057-120-049
- m. 057-120-050
- n. 057-120-051
- o. 057-180-001
- p. 057-180-002
- q. 057-180-003
- r. 057-180-004
- s. 057-180-005
- t. 057-180-014
- u. 057-180-015
- v. A portion of the Union Pacific Railroad right-of-way running approximately North East by South West at the eastern boundary of the Affected Territory; and

WHEREAS, the Affected Territory is already located in the City’s Fire Protection District, Sewer and Water Service Area and the proposed annexation is consistent with the voter-initiated “Urban Limit Line” and 2008 Urban Limit Line Memorandum of Understanding with Napa County. Furthermore, in December 2018, the Napa County LAFCO approved a Municipal Services Review that affirmed the City’s SOI boundary; and

WHEREAS, on March 19, 2019, the City approved a Preannexation Agreement to serve as the basis for formulating land use planning designations and necessary entitlement, transaction, and environmental documents (“Project Documents”) for the Paoli Property and the other properties included in the annexation application (Resolution No. 2019-22 and Agreement No. 2019-28); and

WHEREAS, on June 18, 2019, the City approved an amendment to the Preannexation Agreement to address a previously-undisclosed property ownership transfer to the Cecil Augusto Paoli Revocable Family Trust (the “Trust”) that had occurred on November 14, 2017 (Resolution 2019-44 and Agreement 2019-A105); and

WHEREAS, on November 7, 2023, the City Council certified an Environmental Impact Report (Resolution 2023-85), General Plan Amendment (Resolution 2023-86) and Prezoning first reading for Affected Territory; and

WHEREAS, on February 2, 2024, Napa County Airport Land Use Commission deemed the Paoli/Watson AX GPA/Pre-Zoning consistent with Napa County Airport Land Use Compatibility Plan Policy 1.4.4 (ALUC File #P23-00331); and

WHEREAS, on February 20, 2024, the City Council approved the Prezoning final reading for Affected Territory (Ordinance 2024-01); and

WHEREAS, on June 20, 2025, city staff submitted a Notice of Intention to Adopt a Resolution for the Paoli/Watson Lane area annexation to the Napa County Local Agency Formation Commission; and

WHEREAS, on June 23, 2025, Napa County Local Agency Formation Commission staff submitted the Notice of Intention to Adopt a Resolution for the Paoli Watson Lane area annexation to Napa County; and

WHEREAS, the City of American Canyon desires to initiate proceedings pursuant to the Cortese/Knox/Hertzberg Local Government Reorganization Act of 2000, commencing with section 56000 of the California Government Code, for a reorganization which would annex the Paoli Watson territory to the City of American Canyon; and

WHEREAS, the following agencies would be affected by the proposed jurisdictional changes:

<u>Agency</u>	<u>Nature of Change</u>
City of American Canyon	Annex territory into the City of American Canyon
Napa County	Detach territory from unincorporated Napa County

WHEREAS, a map of the boundaries of the territory proposed to be annexed into the City of American Canyon is attached as Exhibit A and incorporated by this reference herein; and

WHEREAS, the principal reasons for the proposed reorganization are as follows:

- a) The Affected Territory is a logical extension to the City of American Canyon. The territory is located in the City's Sphere of Influence, which serves as a benchmark for future annexation decisions.
- b) The Affected Territory is already located in the City's Fire Protection District, Sewer and Water Service Area.
- c) Reorganization of the territory is consistent with a voter-approved Urban Limit Line consistent with a 2008 Urban Limit Line and Water Service Agreement between the City and the County. This agreement identifies properties that the City and County agree may be annexed into the City before the year 2030. The City and County will further meet to discuss a property tax sharing agreement before the LAFCO Board takes action on this application.
- d) The Affected Territory was recently updated with a certified Environmental Impact Report, General Plan Amendment, and Rezoning Regulations specifically designed to ensure a high-quality industrial district on approximately 35-acres and maintain the rural residential character that residents on and near Watson Lane have enjoyed for generations.
- e) As described in the certified Environmental Impact Report (SCH#2022090097), the Reorganized territory Impact AG-1: The project would not convert Farmland, as shown on maps prepared pursuant to the California Department of Conservation Farmland Mapping and Monitoring Program, to non-agricultural use. No impact would occur (See Impact AG-1). Furthermore, there are no Williamson Act contracts currently in place on any portion of the project site.
- f) Approval of the Reorganization would facilitate the Newell Drive "Eastside Connector" roadway parallel to Highway 29 by entitling a 35-acre industrial park which will provide economic and traffic congestion relief benefits to the Napa County Region; and

WHEREAS, to the best of our knowledge, the City of American Canyon reorganization application complies with the applicable Napa County LAFCO policies; and

NOW, THEREFORE, the City Council of the City of American Canyon does hereby adopt and approve this Resolution of Application, and the Napa Local Agency Formation Commission is hereby requested to take proceedings for the annexation of territory as authorized and in the manner provided by the Cortese/Knox/Hertzberg Local Government Reorganization Act of 2000.

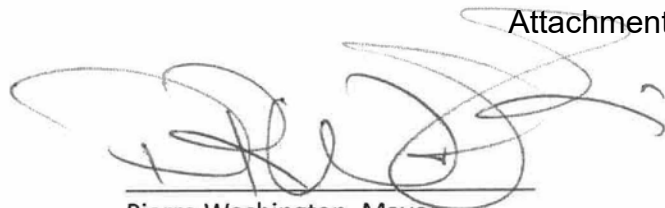
PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 15th day of July 2025, by the following vote:

AYES: Councilmember Melissa Lamattina, Councilmember David Oro, Vice Mayor Mark Joseph, Mayor Pierre Washington

NOES: None

ABSTAIN: None


ABSENT: Councilmember Brando Cruz



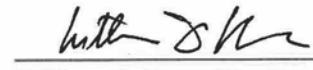
Pierre Washington, Mayor

ATTEST:

APPROVED AS TO FORM:



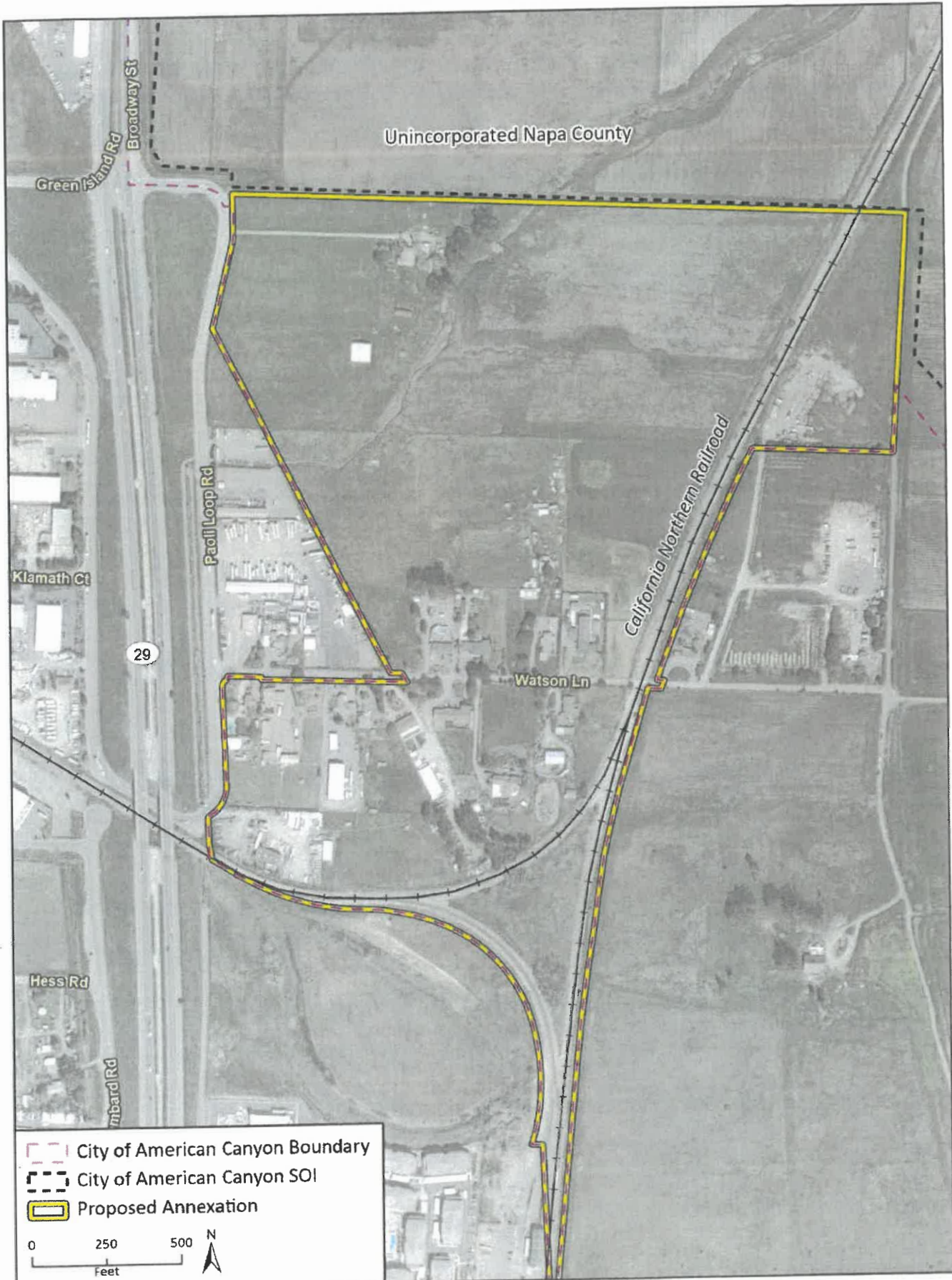
Taresa Geilfuss, CMC, City Clerk



William D. Ross, City Attorney

EXHIBIT A – Territorial Boundary Map

LOCATION MAP



ATTACHMENT 2

For Staff Use

Attachment 2

Date Filed: _____

Proposal Name: _____

FORM D

PROPOSAL APPLICATION Change of Organization/Reorganization

I. APPLICANT INFORMATION

A. Name: _____
Contact Person Agency/Business (If Applicable)

Address: _____
Street Number Street Name City Zip Code

Contact: _____
Phone Number Facsimile Number E-Mail Address

B. Applicant Type: (Check One) Local Agency Registered Voter Landowner

II. PROPOSAL DESCRIPTION

A. Affected Agencies: _____
Name Address

Name Address

Name Address

Use Additional Sheets as Needed

B. Proposal Type: (Check as Needed) Annexation Detachment City Incorporation District Formation
 City/District Dissolution City/District Merger Service Activation (District Only) Service Divestiture (District Only)

C. Purpose Statement: (Specific) _____

Also proposing concurrent detachment from County Service Area No. 4.

III. GENERAL INFORMATION

A. Location:

Street Address	Assessor Parcel Number	Acres
Street Address	Assessor Parcel Number	Acres
Street Address	Assessor Parcel Number	Acres
Street Address	Assessor Parcel Number	Acres
Total Location Size (Including Right-of-Ways) _____		

B. Landowners:

(1) Assessor Parcel Number : _____ Name: _____
Mailing Address: _____
Phone Number: _____ E-mail: _____

(2) Assessor Parcel Number : _____ Name: _____
Mailing Address: _____
Phone Number: _____ E-mail: _____

(3) Assessor Parcel Number : _____ Name: _____
Mailing Address: _____
Phone Number: _____ E-mail: _____

(4) Assessor Parcel Number : _____ Name: _____
Mailing Address: _____
Phone Number: _____ E-mail: _____

Use Additional Sheets As Needed

C. Population:

(1) Total Number of Residents: _____

(2) Total Number of Registered Voters: In Process

D. Land Use Factors:

(1a) County General Plan Designation: _____

(1b) County Zoning Standard: _____

(2a) Applicable City General Plan Designation: _____

(2b) Applicable City Pre-zoning Standard:
(Required for City Annexations) _____

E. Existing Land Uses:

(Specific) _____

F. Development Plans:

(1a) Territory Subject to a Development Project? Yes No

(1b) If Yes, Describe Project: _____

(1c) If No, When Is Development Anticipated? _____

G. Physical Characteristics:

(1) Describe Topography: _____

(2) Describe Any Natural Boundaries: _____

(3) Describe Soil Composition and Any Drainage Basins: _____

(4) Describe Vegetation: _____

H. Williamson Act Contracts
(Check One)

Yes

No

IV. GOVERNMENTAL SERVICES AND CONTROLS

A. Plan For Providing Services:

(1) Enumerate and Describe Services to Be Provided to the Affected Territory:

(2) Level and Range of Services to Be Provided to the Affected Territory:

(3) Indication of When Services Can Feasibly Be Extended to the Affected Territory:

(4) Indication of Any Infrastructure Improvements Necessary to Extend Services to the Affected Territory:

(5) Information On How Services to the Affected Territory Will Be Financed:

V. ENVIRONMENTAL INFORMATION

A. Environmental Analysis (City annexations require pre-zoning.)

(1) **Lead Agency for Proposal:** _____
Name

(2) **Type of Environmental Document Previously Prepared for Proposal:**

Environmental Impact Report

Negative Declaration/Mitigated Negative Declaration

Categorical/Statutory Exemption: _____
Type

None

Provide Copies of Associated Environmental Documents

VI. ADDITIONAL INFORMATION

A. Approval Terms and Conditions Requested For Commission Consideration:

Use Additional Sheets As Needed

B. Identify Up to Three Agencies or Persons to Receive Proposal Correspondence:

(Does not include affected landowners or residents)

(1) Recipient Name: _____

Mailing Address: _____

E-Mail: _____

(2) Recipient Name: _____

Mailing Address: _____

E-Mail: _____

(3) Recipient Name: _____

Mailing Address: _____

E-Mail: _____

VII. CERTIFICATION

I certify the information contained in this application is correct. I acknowledge and agree the Local Agency Formation Commission of Napa County is relying on the accuracy of the information provided in my representations in order to process this application proposal.

Signature: Brent Cooper

Printed Name: _____

Title: _____

Date: 8/15/25

FACTORS FOR COMMISSION CONSIDERATION

Government Code §56668 requires a review of the following factors:

FACTOR TO CONSIDER	COMMENT
1. Population and density [§56668(a)]	Population approximately 30 (legally inhabited)
2. Land area and land use [§56668(a)]	Approximately 89 acres, northern 31-acre portion largely undeveloped, central and southern portions include 12 residential lots, southwest corner parcel used for storage. Located in the Napa County Airport Planning Area.
3. Assessed valuation [§56668(a)]	Total: \$10,567,947
4. Topography, natural boundaries and drainage basins [§56668(a)]	0 to 9 percent slopes Clear Lake clay, Haire clay loam, and Haire loam soils present Drainage basin: <i>North Slough</i>
5. Proximity to other populated areas [§56668(a)]	Surrounded by City of American Canyon's existing boundary
6. Likelihood of significant growth in the area, adjacent areas during next 10 years [§56668(a)]	The affected territory is expected to be developed with industrial uses and serve as a corridor for the extension of Newell Drive, thereby limiting the likelihood of significant growth in the area in the next 10 years. Adjacent areas are either already in the City and built out or outside the City's SOI and therefore unlikely to experience significant growth.
7. Need for government services [§56668(b)]	The affected territory is already within the American Canyon Fire Protection District and receives fire service from the District. Law enforcement is provided by the County Sheriff. Water and sewer service are provided by the City of American Canyon given the affected territory is located within the City's extraterritorial service areas.
8. Government services present cost, adequacy and controls in area [§56668(b)]	The City provides a full range of government services at an adequate level with cost controls. Analysis: South County Region Municipal Service Review and Sphere of Influence Updates adopted in 2018
9. Government services probable future needs and controls in area [§56668(b)]	The City has established adequate service capacities and controls to serve the planned uses within the affected territory. Analysis: South County Region Municipal Service Review and Sphere of Influence Updates adopted in 2018

<p>10. Government services effect of proposal on cost, adequacy and controls in area and adjacent areas [§56668(b)]</p>	<p>Proposal approval and future development as planned would not have any measurable effect on cost, adequacy and controls in the area or adjacent areas.</p>
<p>11. Effects on adjacent areas, on mutual social and economic interests, and on local governmental structure in the County [§56668(c)]</p>	<p>Extension of Newell Drive would benefit adjacent areas by improving traffic circulation, which has an outsized impact on industry service workers throughout Napa County who rely on commuting through American Canyon.</p>
<p>12. Effects on planned efficient patterns of urban development [§56668(d)]</p>	<p>Annexation would facilitate the City's planned extension of Newell Drive as well as an industrial warehouse project.</p>
<p>13. Effects on maintaining physical and economic integrity of agricultural lands [§56668(e)]</p>	<p>No effect</p>
<p>14. Boundaries: logical, contiguous, not difficult to serve, definite and certain [§56668(f)]</p>	<p>Affected territory represents one entire contiguous area within the City's SOI and surrounded by the City's existing boundary.</p>
<p>15. Conformance to lines of assessment, ownership [§56668(f)]</p>	<p>APNs 057-120-014, 057-120-015, 057-120-017, 057-120-028, 057-120-034, 057-120-036, 057-120-041, 057-120-045, 057-120-047, 057-120-048, 057-120-049, 057-120-050, 057-120-051, 057-180-014, and 057-180-015</p>
<p>16. Creation of islands, corridors, irregular boundaries [§56668(f)]</p>	<p>No effect</p>
<p>17. Consistency with regional transportation plan [§56668(g)]</p>	<p>No specific projects in regional transportation plan (RTP), <i>Plan Bay Area 2050</i></p>
<p>18. Consistency with city or county general and specific plans [§56668(h)]</p>	<p>County General Plan: <i>Industrial and Agriculture, Watershed and Open Space</i> County Zoning: <i>AW:AC (Agricultural Watershed : Airport Compatibility) 160-acre minimum parcel size</i> City Prezoning: <i>Paoli Light Industrial with a Paoli Commercial Overlay District, Residential Estate</i></p>
<p>19. Consistency with spheres of influence [§56668(i)]</p>	<p>Entire affected territory is within the City's SOI</p>

<p>20. Comments from affected agencies and other public agencies [§56668(j)]</p>	<p>No comments received</p>
<p>21. Ability of agency to provide service including sufficiency of revenues [§56668(k)]</p>	<p>City has established adequate ability to provide a full range of services and generate sufficient revenues to accommodate the proposed annexation and planned development of the affected territory. Analysis: South County Region Municipal Service Review and Sphere of Influence Updates adopted in 2018</p>
<p>22. Timely availability of adequate water supply [§56668(l)]</p>	<p>Overall water demand projections for the affected territory are minimal given the planned industrial land uses for much of the area. The City can reasonably accommodate projected demands within the foreseeable future. Analysis: South County Region Municipal Service Review and Sphere of Influence Updates adopted in 2018 and Napa Countywide Water Wastewater MSR Updated 10-4-21</p>
<p>23. Fair share of regional housing needs [§56668(m)]</p>	<p>Minimal positive impact when estate housing is developed in the future.</p>
<p>24. Information or comments from landowners, voters, or residents in proposal area [§56668(n)]</p>	<p>No information provided</p>
<p>25. Existing land use designations [§56668(o)]</p>	<p>County General Plan: <i>Industrial and Agriculture, Watershed and Open Space</i> County Zoning: <i>AW:AC (Agricultural Watershed : Airport Compatibility) 160-acre minimum parcel size</i> City Prezoning: <i>Paoli Light Industrial with a Paoli Commercial Overlay District, Residential Estate</i></p>
<p>26. Effect on environmental justice [§56668(p)]</p>	<p>No documentation or evidence suggesting the proposal will have any implication</p>
<p>27. Safety Element of GP concerns; identified as very high fire hazard zone [§56668(q)]</p>	<p>Not located in a high fire hazard zone</p>



LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY

Policy on Proposals

(Adopted: August 9, 1972; Last Amended: December 5, 2022)

I. Background

The Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (CKH) specifies the Local Agency Formation Commission (LAFCO) of Napa County's principal objectives are discouraging urban sprawl, preserving open space and agricultural resources, and encouraging the orderly formation and development of cities, towns, and special districts and their municipal services based on local conditions.¹ Regulatory duties include approving or disapproving proposals involving the formation, reorganization, expansion, and dissolution of cities, towns, and special districts. The Commission's regulatory actions must be consistent with its adopted written policies and procedures. The Commission must also inform its regulatory duties through a series of planning activities, which includes establishing and updating spheres of influence (SOIs).²

II. Purpose

The purpose of this policy is to guide the Commission in considering proposals for changes of organization as defined under [California Government Code \(G.C.\) §56021](#) and reorganizations as defined under [G.C. §56073](#).

III. Objective

It is the objective of the Commission to acknowledge and incorporate the policies of the Legislature regarding the promotion of orderly, well-planned development patterns that avoid the premature conversion of agricultural and open space lands and ensure effective, efficient, and economic provision of essential public services. The Commission reserves discretion in administering these policies to address special conditions and circumstances as needed.

IV. Commission Declarations

The Commission declares its intent not to permit the premature conversion of agricultural or open space lands to urban uses. The Commission shall adhere to the following policies in the pursuit of this intent, and all proposals shall be reviewed with these policies as guidelines.

A) Use of Municipal Service Reviews:

In evaluating a proposal, the Commission will use information contained within the most recently completed Municipal Service Review (MSR) for any affected agencies. The Commission retains discretion to determine if the most recent MSR is adequate for making decisions related to proposals.

¹ CKH is codified under [G.C. §56000](#) et seq.

² The Commission's *Policy on Spheres of Influence* is available online at: <https://www.napa.lafco.ca.gov>.

- B) Use of County General Plan Designations:
In evaluating a proposal, the Commission will give great weight to the Napa County General Plan to determine designated agricultural and open space lands. The Commission recognizes that inconsistencies may occur between the County General Plan and city or town general plans with respect to agricultural and open space designations. Notwithstanding these potential inconsistencies, the Commission will give great weight to the County General Plan in recognition of the public support expressed in both the incorporated and unincorporated areas of Napa County for the County's designated agricultural and open space lands through enactment of Measure P in 2008.³
- C) Recognition of the Napa County Agricultural Preserve:
The first Agricultural Preserve in the United States was created in 1968 by the Napa County Board of Supervisors. The Agricultural Preserve protects lands in the fertile valley and foothill areas of Napa County in which agriculture is, and should continue to be, the predominant land use. The Commission will consider the Agricultural Preserve in the processing of proposals.
- D) Location of Urban Development:
The Commission will give great weight to urban growth boundaries and guide urban development away from agricultural or open space lands until such times as urban development becomes an overriding consideration as determined by the Commission. The Commission encourages urban development be located within areas designated for urban use in the County General Plan and in close proximity to a city, town, or special district that can provide any needed public services. Urban development should be discouraged if it is apparent that any needed public services necessary for the proposed development cannot readily be provided by a city, town, or special district.
- E) Timing of Urban Development:
The Commission discourages proposals involving the premature annexation of undeveloped or underdeveloped lands to cities, towns, and special districts that provide potable water, sewer, fire protection and emergency response, or police protection services. This policy does not apply to proposals in which the affected lands are subject to a specific development plan or agreement under consideration by a land use authority. This policy does not apply to city or town annexation proposals in which the affected lands are part of an unincorporated island.⁴
- F) Encouragement of Reorganizations:
The Commission encourages reorganization proposals when appropriate and feasible to facilitate boundary changes involving two or more local governmental agencies. The Commission recognizes the efficiency of reorganizations to simplify and expedite logical and orderly concurrent boundary changes.

³ Measure P is an extension of Measure J, which was enacted in 1990 and requires voter approval for any changes that would re-designate unincorporated agricultural and open space lands.

⁴ The Commission's *Policy on Unincorporated Islands* is available online at: <https://www.napa.lafco.ca.gov>.

- G) Factors for Evaluating Proposals Involving Agricultural or Open Space Lands:
The Commission recognizes there are distinct and varying attributes and classifications associated with agricultural and open space designated lands. A proposal which includes agricultural or open space land shall be evaluated considering the following factors:
- (1) "Agricultural land", as defined by [G.C. §56016](#).
 - (2) "Prime agricultural land", as defined by [G.C. §56064](#).
 - (3) "Open space", as defined by [G.C. §56059](#).
 - (4) Land that is under contract to remain in agricultural or open space use, such as a Williamson Act Contract or Open Space Easement.
 - (5) Land with a County General Plan agricultural or open space designation (*Agricultural Resource* or *Agriculture, Watershed and Open Space*).
 - (6) The adopted general plan policies of the County and any affected city or town.
- H) Activating Latent Services and Deactivating Existing Services:
Commission approval is required for a special district to establish new services (i.e., activate latent service powers that were not previously authorized) or divestiture of existing services (i.e., deactivate service powers that were previously authorized) within all or parts of its jurisdictional boundary. Requests by a special district shall be made by adoption of a resolution of application and include all the information required and referenced under [G.C. §56824.12](#).

V. Policies Concerning Annexations

- A) General Policies Concerning All Annexations:
- (1) Inclusion in SOI:
The affected territory shall be included, or the applicant has concurrently requested the affected territory be included, within the affected agency's SOI prior to issuance of the Executive Officer's certificate of filing for the subject annexation proposal. The Executive Officer may amend both an SOI amendment and annexation application for Commission consideration and action at the same meeting.
 - (2) Property Tax Exchange Agreement:
A property tax exchange agreement between all affected agencies should be in place prior to submittal of an annexation proposal.

- (3) Inclusion of Public Rights-of-Way:
When a proposal for annexation involves territory located adjacent to a public right-of-way, the proposal should also include the adjacent portion of right-of-way to facilitate logical and orderly boundaries for any affected agencies.
 - (4) Boundary Modifications:
The Commission encourages modifications to proposed annexation boundaries when appropriate and feasible in order to facilitate logical and orderly boundaries for any affected local agencies. During the preliminary consultation phase, staff will encourage applicants to contact landowners of nearby properties to solicit interest in joining the annexation.
- B) Policies Concerning Annexations to a City or Town:
- (1) General Plan Designation and Rezoning:
The territory proposed for annexation shall be included in the city or town general plan and rezoned prior to submittal of an annexation proposal.
 - (2) Urban Growth Boundaries:
To the extent that a city or town maintains an urban growth boundary, the affected territory proposed for annexation should be included in the urban growth boundary prior to submittal of an annexation proposal. This does not apply to proposals consistent with [G.C. §56742](#).
 - (3) Proposals Within Unincorporated Islands:
When a proposal for annexation involves territory within an unincorporated island, staff will encourage the affected city or town to apply for the annexation of the entire island.
- C) Policies Concerning Annexation of Municipally-Owned Land:
- (1) Land Owned and Used by a City or Town Located Outside Their SOI:
Land that is owned by a city or town, used by the city or town for a municipal purpose, and located outside their SOI may be annexed pursuant to [G.C. §56742](#).
 - (2) Restricted Use Lands Owned by Public Agencies:
The Commission discourages annexation of municipally-owned land designated agricultural or open space in the County General Plan or subject to a Williamson Act contract unless the land will be used for a municipal purpose and no suitable alternative site reasonably exists within the affected agency's SOI.
 - (3) Municipal Purpose Defined:
Municipal purpose means a public service facility, but does not include agricultural or open space land.

D) Concurrent Annexation Policies:

The Commission encourages concurrent annexations to cities, towns, and special districts whenever appropriate and feasible.

(1) City of Napa and Napa Sanitation District (NSD):

a) Annexations to NSD:

All annexation proposals to NSD involving territory located outside of the City should include annexation to the City if the affected territory is located within the City's SOI, is located within the City's Rural Urban Limit, and annexation is legally possible.

b) Annexations to the City:

All annexation proposals to the City involving territory located outside of NSD should annex to NSD if the affected territory is located within NSD's SOI and if service is available.

(2) City of American Canyon and American Canyon Fire Protection District (ACFPD):

a) Annexations to ACFPD:

All annexation proposals to ACFPD involving territory located outside of the City should annex to the City if the affected territory is located within the City's SOI, is located within the City's Urban Limit Line, and annexation is legally possible.

b) Annexations to the City:

All annexation proposals to the City involving territory located outside of ACFPD should annex to ACFPD if the affected territory is located within ACFPD's SOI and if service is available.

(3) County Service Area (CSA) No. 4:

a) Annexations to Cities or Towns:

All annexations to a city or town should include concurrent detachment from CSA No. 4 unless the affected territory has been, or is expected to be, developed to include planted vineyards totaling one acre or more.

VI. Policies Concerning City or Town Incorporations

A) The Commission discourages proposals to incorporate communities unless substantial evidence suggests the County and any affected special districts are not effectively meeting the needs of the community.

B) The Commission discourages proposals to incorporate communities involving land that is not already receiving essential public services from special districts.

RESOLUTION NO. ____

**RESOLUTION OF
THE LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY
MAKING DETERMINATIONS**

PAOLI LOOP/WATSON LANE REORGANIZATION

WHEREAS, the City of American Canyon, hereafter referred to as “City”, has filed a proposal by resolution of application (City Resolution 2025-04) with the Local Agency Formation Commission of Napa County, hereinafter referred to as “Commission,” pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000; and

WHEREAS, the City Resolution 2025-04 seeks Commission approval to annex approximately 89 acres of unincorporated land to the City of American Canyon along with concurrent detachment from County Service Area No. 4 and represents 15 parcels located at East of SR-29 and Paoli Loop Road and identified by the County Assessor’s Office as 057-120-014, 057-120-015, 057-120-017, 057-120-028, 057-120-034, 057-120-036, 057-120-041, 057-120-045, 057-120-047, 057-120-048, 057-120-049, 057-120-050, 057-120-051, 057-180-014, and 057-180-015 (hereinafter referred to as the “Paoli Loop/Watson Lane Reorganization Proposal” or “Proposal”); and

WHEREAS, the Commission’s Executive Officer has reviewed the Proposal and prepared a report with recommendations; and

WHEREAS, the Executive Officer’s report and recommendations on the Proposal have been presented to the Commission in the manner provided by law; and

WHEREAS, the Commission heard and fully considered all the evidence presented at a public meeting held on the Proposal on June 1, 2026; and

WHEREAS, the Commission considered all the factors required by law under Government Code section 56668 and all other applicable law and adopted local policies and procedures; and

WHEREAS, in accordance with applicable provisions of the California Environmental Quality Act (hereinafter “CEQA”), the Commission serves as responsible agency for the Paoli Loop/Watson Lane Reorganization Proposal.

NOW, THEREFORE, THE COMMISSION DOES HEREBY RESOLVE, DETERMINE, FIND, AND ORDER as follows:

1. The foregoing recitals are adopted as true and correct and incorporated herein by reference.
2. By City Resolution 2023-85, adopted on November 7, 2023, the City of American Canyon, as lead agency, certified the Paoli/Watson Lane Annexation Project Final EIR, Adopted CEQA Findings and Fact, and Adopted a Mitigation Monitoring and Report Program.
3. Pursuant to CEQA Guideline 15231, a final EIR prepared by a lead agency shall be conclusively presumed to comply with CEQA for purposes of use by a responsible agency, such as the Commission, unless one of the following conditions occurs:
 - a. The EIR is finally adjudged in a legal proceeding not to comply with the requirements of the CEQA; or
 - b. A subsequent EIR is made necessary by CEQA Guideline 15162.
4. The Commission confirms that the Paoli/Watson Lane Annexation Project Final EIR has not been finally adjudged in a legal proceeding to be out of compliance with the requirements of CEQA and no such legal proceeding has been filed or pending.
5. The Commission further finds that there have been no substantial changes in the project or in the environment since the preparation of the Paoli/Watson Lane Annexation Project Final EIR, and that none of the conditions described in CEQA Guideline 15162 calling for the preparation of a subsequent or supplemental EIR are present.
6. The Commission finds that, pursuant to CEQA Guideline 15231, the Paoli/Watson Lane Annexation Project Final EIR is conclusively presumed to comply with CEQA for purposes of use by the Commission, and the Commission can rely on the Paoli/Watson Lane Annexation Project Final EIR to support the Commission's actions.
7. The Commission, as responsible agency, certifies that it has reviewed and considered the environmental effects and information set forth in the City's Certified Paoli/Watson Lane Annexation Project Final EIR, certified by the City on November 7, 2023 (City Resolution 2023-85), prior to making its determinations on the Paoli Loop/Watson Lane Reorganization Proposal. The Commission has determined that the City's Certified Paoli/Watson Lane Annexation Project Final EIR was completed in compliance with CEQA and is adequate for its use in approving the Proposal.
8. The Commission approves and adopts the City's Findings of Fact and Mitigation Monitoring and Reporting Program, as set forth in City Resolution 2023-85, which resolution is incorporated herein by this reference.

9. The Commission hereby adopts the applicable mitigation measures contained within the City's "Mitigation Monitoring and Reporting Program" (MMRP), and the MMRP itself, incorporated herein by this reference as though wholly set forth herein. The City shall be responsible for implementing all mitigation identified in the MMRP and for overall administration of the MMRP. Consistent with CEQA, the Commission shall only have responsibility for mitigating or avoiding the direct or indirect environmental effects of those parts of the project which it approves. The City will report to LAFCO on the implementation of the MMRP and all monitoring reports prepared by the City shall be provided to the Commission.
10. The Factors for Commission Determinations provided in the Executive Officer's written report are hereby incorporated herein by this reference and are adequate.
11. The Commission finds the Paoli Loop/Watson Lane Reorganization Proposal to be consistent with the sphere of influence established for the City of American Canyon.
12. The records upon which these findings are made are located at the Commission's administrative office located at 1754 Second Street, Suite C, Napa, California 94559.
13. The proposal is APPROVED subject to completion of item number 20 below.
14. The proposal is assigned the following distinctive short-term designation:

PAOLI LOOP/WATSON LANE REORGANIZATION
15. The affected territory is depicted and described in the attached vicinity map and geographic description included as "Exhibit "A".
16. The affected territory is inhabited as defined in Government Code section 56046.
17. The City of American Canyon utilizes the regular assessment roll of the County of Napa.
18. Upon effective date of the proposal, the affected territory will be subject to all previously authorized charges, fees, assessments, and taxes that were lawfully enacted by the City of American Canyon. The affected territory will also be subject to all of the rates, rules, regulations, and ordinances of the City of American Canyon.
19. The Commission is designated as the Conducting Authority for further proceedings and the Executive Officer is directed to initiate proceedings. The Commission delegates to the Executive Officer the authority to perform all responsibilities and functions of the Commission to carry out these conducting authority proceedings in accordance with this resolution, the Commission's Policy for Conducting Authority Proceedings, and the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code Section 57000 et seq.).

- 20. Recordation of a Certificate of Completion is contingent upon the satisfaction of the following conditions as determined by the Executive Officer:
 - (a) A final map and geographic description of the affected territory conforming to the requirements of the State Board of Equalization.
 - (b) Payment of any outstanding fees owed to other agencies involved in the processing of this proposal.
 - (c) Successful completion of Conducting Authority Proceedings.
- 21. The effective date shall be the date of recordation of the Certificate of Completion. The Certificate of Completion must be filed within one calendar year from the date of approval unless a time extension is approved by the Commission.
- 22. The Commission hereby directs staff to file a Notice of Determination in compliance with CEQA.

The foregoing resolution was duly and regularly adopted by the Commission at a public meeting held on June 1, 2026, after a motion by Commissioner _____, seconded by Commissioner _____, by the following vote:

AYES: Commissioners _____

NOES: Commissioners _____

ABSENT: Commissioners _____

ABSTAIN: Commissioners _____

 Beth Painter
 Commission Chair

ATTEST: _____
 Brendon Freeman
 Executive Officer

Recorded by: Charlie Livingston
 Commission Clerk

EXHIBIT 'A'
PAOLI LOOP/WATSON LANE REORGANIZATION
ANNEXATION TO THE CITY OF AMERICAN CANYON AND
DETACHMENT FROM COUNTY SERVICE AREA NO. 4
GEOGRAPHIC DESCRIPTION

All that certain real property, situate in the County of Napa, State of California, being a portion of Section 13, Township 4 North, Range 4 West, Mount Diablo Base & Meridian, more particularly described as follows:

BEGINNING at the intersection of the northerly line of the parcel of land described in the grant deed to Albert Paoli recorded February 17, 1969 in Volume 802 at Page 536, Official Records of Napa County with the northeasterly line of the parcel of land described as Parcel 1 in the Grant Deed to the State of California recorded November 2, 1978 in Volume 1102 at Page 402, Official Records of Napa County, said point of intersection being on the general easterly line of the American Canyon Incorporation Boundary per Local Agency Formation Commission of Napa County Resolution No. 91-18 dated May 15, 1991;

Thence (1) leaving said general easterly line of said American Canyon Incorporation Boundary and along said northerly line of said Lands of Paoli, East 2534.75 feet, more or less, to the most northeasterly corner thereof, said corner also being the northeasterly corner of the parcel of land described in the grant deed to Joseph A. Gonsalves and Denise Gonsalves recorded October 16, 2020 under Document Number 2020-0026881, Official Records of Napa County;

Thence (2) along the easterly line of said Lands of Gonsalves, South 466.22 feet, more or less, to an angle point in the general westerly boundary of the Town Center Reorganization Annexation to the City of American Canyon per Local Agency Formation Commission of Napa County Resolution No. 10-21 dated December 6, 2010; thence along said general westerly boundary the following eight courses and distances:

(3) South $0^{\circ}06'57''$ West 325.78 feet;

(4) North $89^{\circ}09'37''$ West 456.02 feet to a non-tangent curve concave southeasterly, the radius point of which bears South $64^{\circ}57'55''$ East 5629.58 feet,

(5) southwesterly along said non-tangent curve, through a central angle of $8^{\circ}55'45''$ an arc distance of 877.33 feet,

(6) North $89^{\circ}09'37''$ West 23.61 feet,

(7) South $12^{\circ}35'23''$ West 612.48 feet,

1804 Soscol Avenue, Suite 202, Napa, CA 94559
 Tel: (707) 690-9025 Fax: (707) 542-2106
 www.cinquinipassarino.com
 CPI No.: 10997-25

(8) South 9°35'23" West 132.00 feet,

(9) South 8°20'23" West 132.00 feet, and

(10) South 6°05'23" West 264 feet, more or less, to said general easterly line of the American Canyon Incorporation Boundary; thence along said American Canyon Incorporation Boundary the following eleven courses and distances:

(11) North 28°57' West 640 feet, more or less, to the southeasterly corner of the parcel of land described in the Grant Deed to Thomas Conatser and Marsha D. Conatser recorded August 30, 1990 in Volume 1764 at Page 343, Official Records of Napa County, said southeasterly corner being on a non-tangent curve concave northerly,

(12) along the southerly line of said Lands of Conatser and said non-tangent curve, westerly 828 feet to the southwesterly corner thereof,

(13) along the westerly line of said Lands of Conatser, northerly and northeasterly 151 feet to the northwesterly corner thereof, said northwesterly corner being on the easterly line of Paoli Loop Road,

(14) along said easterly line of Paoli Loop Road, northeasterly and northerly 492 feet to the southerly line of Watson Lane,

(15) along said southerly line of Watson Lane, northeasterly and easterly 640 feet to the southeasterly extension of the westerly line of the parcel of land described in the Trust Transfer Deed to Florence Louise Clerici, Trustee of the Florence Louise Clerici Living Trust recorded October 12, 1990 in Volume 1773 at Page 639, Official Records of Napa County,

(16) along said southeasterly extension and the westerly line of said Lands of Clerici, northwesterly 363 feet to the southwesterly corner of the parcel of land described in the Individual Grant Deed to Thomas J. Dunlap and Hannah R. Dunlap recorded August 15, 1979 in Volume 1136 at Page 50, Official Records of Napa County,

(17) along the westerly line of said Lands of Dunlap, northwesterly 590 feet to the southeasterly corner of the parcel of land described in the Director's Deed to Albert Paoli recorded May 10, 1979 in Volume 1124 at Page 523, Official Records of Napa County,

(18) along the northeasterly line of said Director's Deed to Paoli, North 28°54'24" West 377.16 feet to the easterly line of Relinquishment Parcel 3 as described in the Relinquishment of Highway Right of Way in the County of Napa, Road 04-NAP-29-2.1/2.8, Request No. 40359 recorded October 5, 1979 in Volume 1142 at Page 53, Official Records of Napa County,

(19) leaving said easterly line of said Relinquishment Parcel 3, North 28°54'24" West 91.53 feet to the most easterly corner of the parcel of land described in the Director's Deed to Albert Paoli recorded May 10, 1979 in Volume 1124 at Page 526, Official Records of Napa County, said most easterly corner being on the westerly line of said Relinquishment Parcel 3,

(20) along the northeasterly line of said last mentioned Director's Deed to Paoli, North 28°54'24" West 363.26 feet to the most northerly corner thereof, said corner also being on the easterly line said parcel of land described as Parcel 1 in the Grant Deed to the State of California recorded November 2, 1978 in Volume 1102 at Page 402, Official Records of Napa County, and

(21) along the northeasterly line of said Parcel 1, North 28°54'24" West 78.35 feet to the POINT OF BEGINNING.

Containing 89 acres of land, more or less.

For assessment purposes only. This description of land is not a legal property description as defined in the Subdivision Map Act and may not be used as the basis for an offer for sale of the land described.

Prepared by Cinquini & Passarino, Inc.



Mark P. Andrilla, PLS 8985

12.31.'25

Date

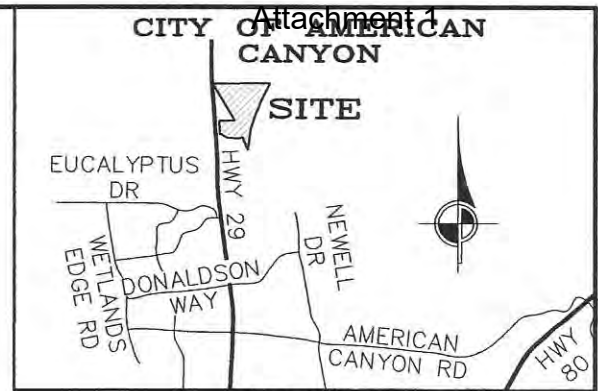


EXHIBIT 'A' PAOLI LOOP/WATSON LANE REORGANIZATION ANNEXATION CITY OF AMERICAN CANYON

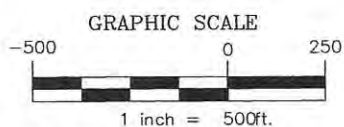
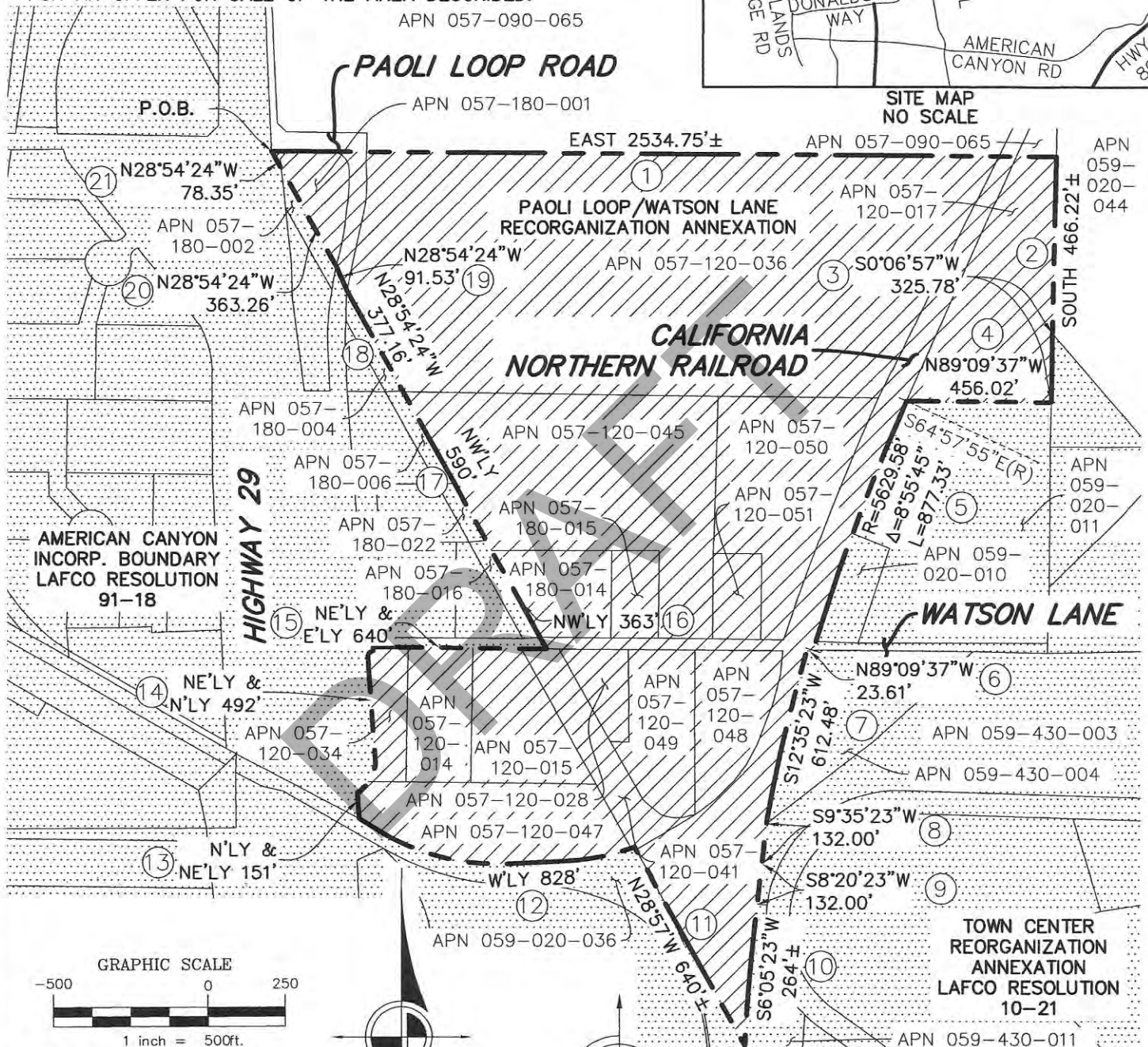
DISCLAIMER:

"FOR ASSESSMENT PURPOSES ONLY. THIS DESCRIPTION OF LAND IS NOT A LEGAL PROPERTY DESCRIPTION AS DEFINED IN THE SUBDIVISION MAP ACT AND MAY NOT BE USED AS THE BASIS FOR AN OFFER FOR SALE OF THE AREA DESCRIBED."


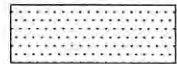


APN 057-090-065



**SITE MAP
NO SCALE**



LEGEND

-  PROPOSED AREA TO BE ANNEXED (89 AC±)
-  EXISTING CITY OF AMERICAN CANYON BOUNDARY & ANNEXATIONS
- P.O.B.** POINT OF BEGINNING
-  COURSE NUMBER
-  RADIAL BEARING

**CINQUINI & PASSARINO, INC.
LAND SURVEYING**

1804 Soscol Avenue, STE 202
Napa, CA. 94559
Phone: (707) 690-9025
Fax: (707) 542-2106
WWW.CINQUINIPASSARINO.COM

THE AFFECTED AREA IS SHOWN ON THIS MAP AND DESCRIBED IN THE ATTACHED GEOGRAPHIC DESCRIPTION.

DRAWN BY: CBS	CHECKED BY: MPA
SCALE: 1" = 500'	DATE: 12/31/25
JOB #: 10997-25	PAGE: 4 OF 4
Page 8 of 8	

Y:\10997\Cad\10997EXHT.dwg
Dec 31, 2025 - 12:19pm



August 15, 2025

Brendon Freeman
Napa County LAFCO
1754 Second Street, Suite C
Napa, California 94559

Subject: Paoli/Watson Annexation

Dear Brendon,

We are pleased to submit an application to annex the Paoli/Watson property into the City of American Canyon. The property, located northeast of American Canyon in the City's Sphere of Influence and Urban Limit Line (County RUL), has been under study since 2017, with ongoing stakeholder engagement.

A key component of this annexation is to entitle a 35-acre industrial park on the northern portion of the project area. This development will enable the City to construct a final segment of the Newell Drive "Eastside Connector," a parallel roadway to Highway 29. This long-anticipated infrastructure will help relieve traffic congestion on Highway 29 and generate economic benefits to the broader Napa County Region.

To comply with the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, the annexation includes the unincorporated Watson Lane properties to avoid creating an isolated "Island" of County territory fully surrounded by the City.

On November 7, 2023, the City Council certified the Final Environmental Impact Report. In February 2024, the Napa County Airport Land Use Commission staff determined that the Paoli/Watson General Plan Amendment and Pre-Zoning are in conformance with the Napa County Airport Land Use Compatibility Plan.

The following attachments are included in this application:

1. Form C - Notice of Intention to adopt a Resolution of Application
2. Form D - Proposal Application
3. Form E - Political Contributions Disclosure
4. Standard Indemnification Agreement
5. List of Landowners, APNs, and Addresses subject to the Annexation (sent under separate cover for privacy considerations)

Paoli/Watson Annexation
August 15, 2025
Page 2

We look forward to working with you on this important initiative. If you have any questions, I may be contacted at (707) 647-4336 or at bcooper@americancanyon.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Brent Cooper". The signature is fluid and cursive, with a long horizontal stroke at the end.

Brent Cooper, AICP
Community Development Director

cc: Jason B. Holley, City Manager

ATTACHMENT 1

FORM C

For Staff Use

Attachment 2

Date Filed: _____

Proposal Name: _____

NOTICE OF INTENTION TO ADOPT RESOLUTION OF APPLICATION

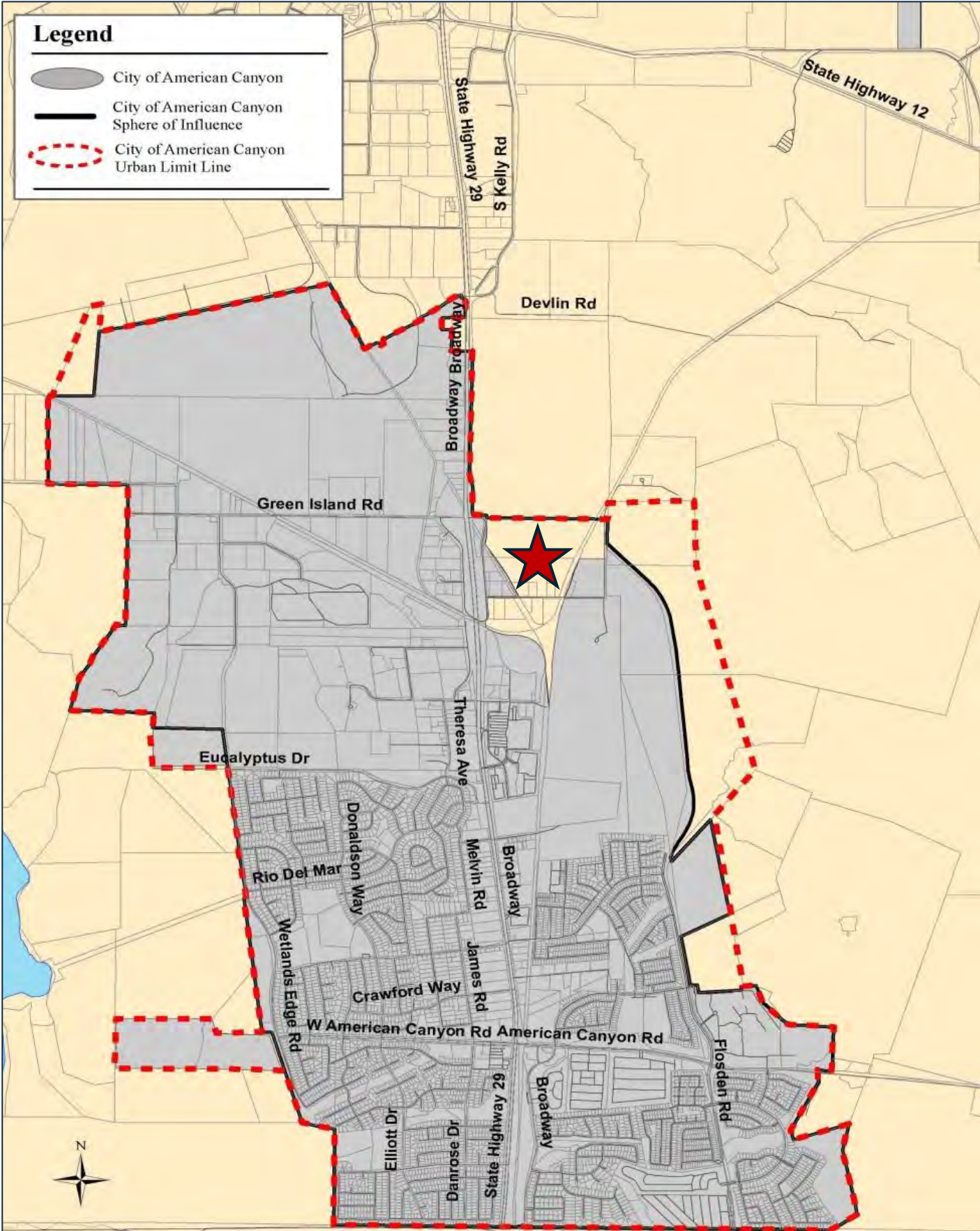
For Filing with the Local Agency Formation Commission of Napa County

A proposal for a change of organization made by a local agency shall be initiated by an adopted resolution of application in accordance with Government Code Section 56654. Mailed notice of a local agency's intention to adopt a resolution of application must be provided no less than 21 days in advance to the Commission and all affected agencies. The notice shall describe the proposal and the affected territory. Applicants are encouraged to use this form.

Nature of Proposal and All Associated Changes of Organization:

Description of Boundaries of Affected Territory Accompanied by Map:

Reason for Proposal and Any Proposed Conditions:



RESOLUTION NO. 2025-64

A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE NAPA COUNTY LOCAL AGENCY FORMATION COMMISSION (LAFCO) TO INITIATE REORGANIZATION PROCEEDINGS FOR THE PAOLI WATSON TERRITORY

WHEREAS, the Paoli, Watson, Gonsalves, and Union Pacific Property (“Paoli Watson territory”) is located in the City of American Sphere of Influence; and

WHEREAS, on September 5, 2017, the City Council gave staff direction to prepare a Napa County Local Agency Formation Commission (LAFCO) annexation application for nearly 87 acres off Paoli Loop Road within the City’s “Sphere of Influence”; and

WHEREAS, The Paoli Loop/Watson Lane area (hereafter the “Affected Territory”) is comprised of approximately 86.9 acres currently in the unincorporated County of Napa (“County”), located East of SR-29 and Paoli Loop Road, and is comprised of the following APNs and parcels:

- a. 059-020-036
- b. 057-120-014
- c. 057-120-015
- d. 057-120-017
- e. 057-120-028
- f. 057-120-034
- g. 057-120-036
- h. 057-120-041
- i. 057-120-045
- j. 057-120-047
- k. 057-120-048
- l. 057-120-049
- m. 057-120-050
- n. 057-120-051
- o. 057-180-001
- p. 057-180-002
- q. 057-180-003
- r. 057-180-004
- s. 057-180-005
- t. 057-180-014
- u. 057-180-015
- v. A portion of the Union Pacific Railroad right-of-way running approximately North East by South West at the eastern boundary of the Affected Territory; and

WHEREAS, the Affected Territory is already located in the City’s Fire Protection District, Sewer and Water Service Area and the proposed annexation is consistent with the voter-initiated “Urban Limit Line” and 2008 Urban Limit Line Memorandum of Understanding with Napa County. Furthermore, in December 2018, the Napa County LAFCO approved a Municipal Services Review that affirmed the City’s SOI boundary; and

WHEREAS, on March 19, 2019, the City approved a Preannexation Agreement to serve as the basis for formulating land use planning designations and necessary entitlement, transaction, and environmental documents (“Project Documents”) for the Paoli Property and the other properties included in the annexation application (Resolution No. 2019-22 and Agreement No. 2019-28); and

WHEREAS, on June 18, 2019, the City approved an amendment to the Preannexation Agreement to address a previously-undisclosed property ownership transfer to the Cecil Augusto Paoli Revocable Family Trust (the “Trust”) that had occurred on November 14, 2017 (Resolution 2019-44 and Agreement 2019-A105); and

WHEREAS, on November 7, 2023, the City Council certified an Environmental Impact Report (Resolution 2023-85), General Plan Amendment (Resolution 2023-86) and Prezoning first reading for Affected Territory; and

WHEREAS, on February 2, 2024, Napa County Airport Land Use Commission deemed the Paoli/Watson AX GPA/Pre-Zoning consistent with Napa County Airport Land Use Compatibility Plan Policy 1.4.4 (ALUC File #P23-00331); and

WHEREAS, on February 20, 2024, the City Council approved the Prezoning final reading for Affected Territory (Ordinance 2024-01); and

WHEREAS, on June 20, 2025, city staff submitted a Notice of Intention to Adopt a Resolution for the Paoli/Watson Lane area annexation to the Napa County Local Agency Formation Commission; and

WHEREAS, on June 23, 2025, Napa County Local Agency Formation Commission staff submitted the Notice of Intention to Adopt a Resolution for the Paoli Watson Lane area annexation to Napa County; and

WHEREAS, the City of American Canyon desires to initiate proceedings pursuant to the Cortese/Knox/Hertzberg Local Government Reorganization Act of 2000, commencing with section 56000 of the California Government Code, for a reorganization which would annex the Paoli Watson territory to the City of American Canyon; and

WHEREAS, the following agencies would be affected by the proposed jurisdictional changes:

<u>Agency</u>	<u>Nature of Change</u>
City of American Canyon	Annex territory into the City of American Canyon
Napa County	Detach territory from unincorporated Napa County

WHEREAS, a map of the boundaries of the territory proposed to be annexed into the City of American Canyon is attached as Exhibit A and incorporated by this reference herein; and

WHEREAS, the principal reasons for the proposed reorganization are as follows:

- a) The Affected Territory is a logical extension to the City of American Canyon. The territory is located in the City's Sphere of Influence, which serves as a benchmark for future annexation decisions.
- b) The Affected Territory is already located in the City's Fire Protection District, Sewer and Water Service Area.
- c) Reorganization of the territory is consistent with a voter-approved Urban Limit Line consistent with a 2008 Urban Limit Line and Water Service Agreement between the City and the County. This agreement identifies properties that the City and County agree may be annexed into the City before the year 2030. The City and County will further meet to discuss a property tax sharing agreement before the LAFCO Board takes action on this application.
- d) The Affected Territory was recently updated with a certified Environmental Impact Report, General Plan Amendment, and Rezoning Regulations specifically designed to ensure a high-quality industrial district on approximately 35-acres and maintain the rural residential character that residents on and near Watson Lane have enjoyed for generations.
- e) As described in the certified Environmental Impact Report (SCH#2022090097), the Reorganized territory Impact AG-1: The project would not convert Farmland, as shown on maps prepared pursuant to the California Department of Conservation Farmland Mapping and Monitoring Program, to non-agricultural use. No impact would occur (See Impact AG-1). Furthermore, there are no Williamson Act contracts currently in place on any portion of the project site.
- f) Approval of the Reorganization would facilitate the Newell Drive "Eastside Connector" roadway parallel to Highway 29 by entitling a 35-acre industrial park which will provide economic and traffic congestion relief benefits to the Napa County Region; and

WHEREAS, to the best of our knowledge, the City of American Canyon reorganization application complies with the applicable Napa County LAFCO policies; and

NOW, THEREFORE, the City Council of the City of American Canyon does hereby adopt and approve this Resolution of Application, and the Napa Local Agency Formation Commission is hereby requested to take proceedings for the annexation of territory as authorized and in the manner provided by the Cortese/Knox/Hertzberg Local Government Reorganization Act of 2000.

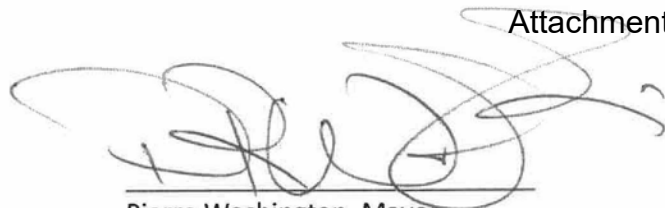
PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 15th day of July 2025, by the following vote:

AYES: Councilmember Melissa Lamattina, Councilmember David Oro, Vice Mayor Mark Joseph, Mayor Pierre Washington

NOES: None

ABSTAIN: None


ABSENT: Councilmember Brando Cruz



Pierre Washington, Mayor

ATTEST:

APPROVED AS TO FORM:



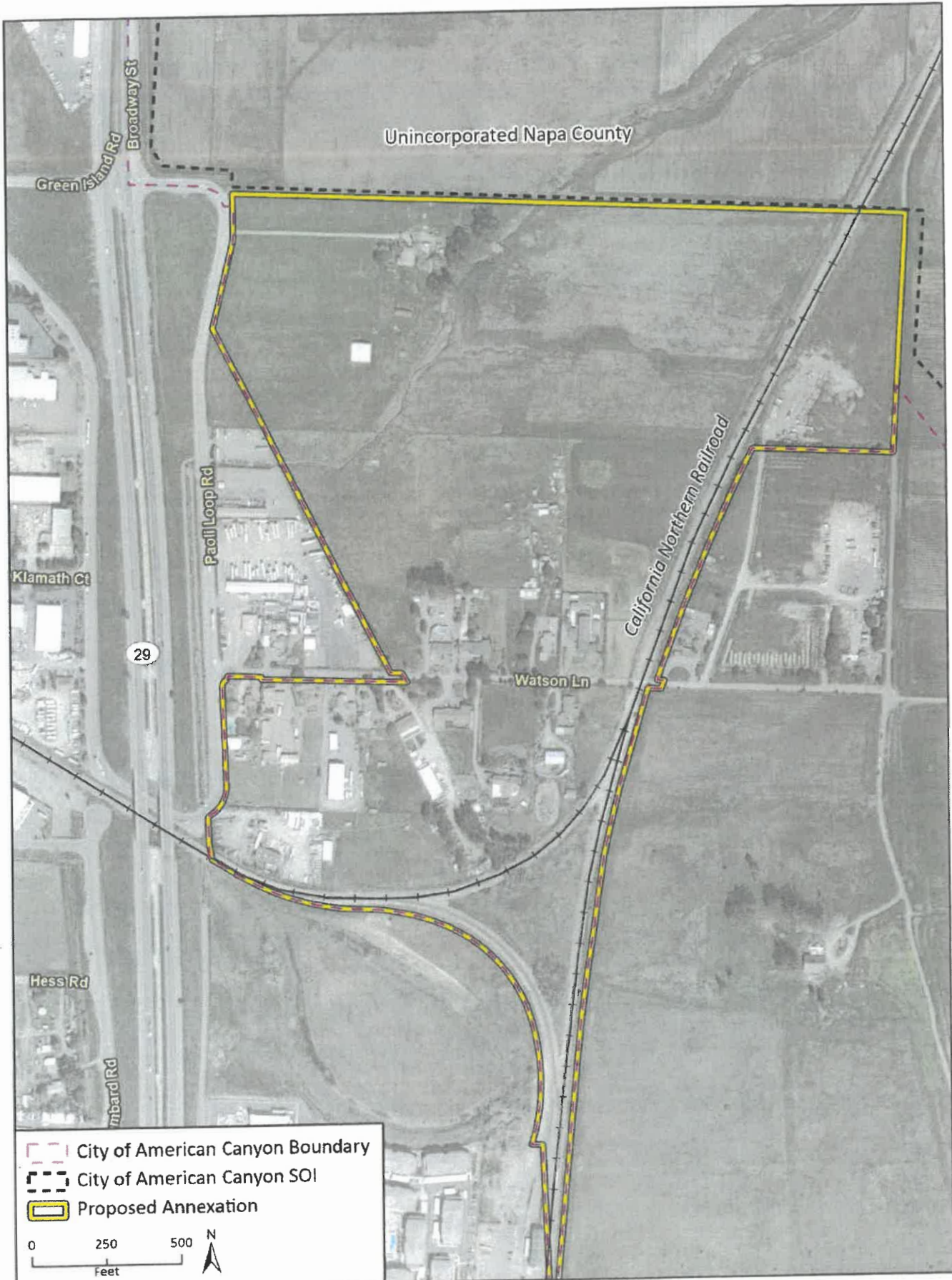
Taresa Geilfuss, CMC, City Clerk



William D. Ross, City Attorney

EXHIBIT A – Territorial Boundary Map

LOCATION MAP



ATTACHMENT 2

For Staff Use

Attachment 2

Date Filed: _____

Proposal Name: _____

FORM D

PROPOSAL APPLICATION Change of Organization/Reorganization

I. APPLICANT INFORMATION

A. Name: _____
Contact Person Agency/Business (If Applicable)

Address: _____
Street Number Street Name City Zip Code

Contact: _____
Phone Number Facsimile Number E-Mail Address

B. Applicant Type: (Check One) Local Agency Registered Voter Landowner

II. PROPOSAL DESCRIPTION

A. Affected Agencies: _____
Name Address

Name Address

Name Address

Use Additional Sheets as Needed

B. Proposal Type: (Check as Needed) Annexation Detachment City Incorporation District Formation
 City/District Dissolution City/District Merger Service Activation (District Only) Service Divestiture (District Only)

C. Purpose Statement: (Specific) _____

Also proposing concurrent detachment from County Service Area No. 4.

III. GENERAL INFORMATION

A. Location:

Street Address	Assessor Parcel Number	Acres
Street Address	Assessor Parcel Number	Acres
Street Address	Assessor Parcel Number	Acres
Street Address	Assessor Parcel Number	Acres
Total Location Size (Including Right-of-Ways)		

B. Landowners:

(1) Assessor Parcel Number : _____ Name: _____
Mailing Address: _____
Phone Number: _____ E-mail: _____

(2) Assessor Parcel Number : _____ Name: _____
Mailing Address: _____
Phone Number: _____ E-mail: _____

(3) Assessor Parcel Number : _____ Name: _____
Mailing Address: _____
Phone Number: _____ E-mail: _____

(4) Assessor Parcel Number : _____ Name: _____
Mailing Address: _____
Phone Number: _____ E-mail: _____

Use Additional Sheets As Needed

C. Population:

(1) Total Number of Residents: _____

(2) Total Number of Registered Voters: In Process

D. Land Use Factors:

(1a) County General Plan Designation: _____

(1b) County Zoning Standard: _____

(2a) Applicable City General Plan Designation: _____

(2b) Applicable City Pre-zoning Standard:
(Required for City Annexations) _____

E. Existing Land Uses:

(Specific) _____

F. Development Plans:

(1a) Territory Subject to a Development Project? Yes No

(1b) If Yes, Describe Project: _____

(1c) If No, When Is Development Anticipated? _____

G. Physical Characteristics:

(1) Describe Topography: _____

(2) Describe Any Natural Boundaries: _____

(3) Describe Soil Composition and Any Drainage Basins: _____

(4) Describe Vegetation: _____

H. Williamson Act Contracts
(Check One)

Yes

No

IV. GOVERNMENTAL SERVICES AND CONTROLS

A. Plan For Providing Services:

(1) Enumerate and Describe Services to Be Provided to the Affected Territory:

(2) Level and Range of Services to Be Provided to the Affected Territory:

(3) Indication of When Services Can Feasibly Be Extended to the Affected Territory:

(4) Indication of Any Infrastructure Improvements Necessary to Extend Services to the Affected Territory:

(5) Information On How Services to the Affected Territory Will Be Financed:

V. ENVIRONMENTAL INFORMATION

A. Environmental Analysis (City annexations require pre-zoning.)

(1) **Lead Agency for Proposal:** _____
Name

(2) **Type of Environmental Document Previously Prepared for Proposal:**

- Environmental Impact Report
- Negative Declaration/Mitigated Negative Declaration
- Categorical/Statutory Exemption: _____
Type
- None

Provide Copies of Associated Environmental Documents

VI. ADDITIONAL INFORMATION

A. Approval Terms and Conditions Requested For Commission Consideration:

Use Additional Sheets As Needed

B. Identify Up to Three Agencies or Persons to Receive Proposal Correspondence:

(Does not include affected landowners or residents)

(1) Recipient Name: _____

Mailing Address: _____

E-Mail: _____

(2) Recipient Name: _____

Mailing Address: _____

E-Mail: _____

(3) Recipient Name: _____

Mailing Address: _____

E-Mail: _____

VII. CERTIFICATION

I certify the information contained in this application is correct. I acknowledge and agree the Local Agency Formation Commission of Napa County is relying on the accuracy of the information provided in my representations in order to process this application proposal.

Signature: Brent Cooper

Printed Name: _____

Title: _____

Date: 8/15/25

FACTORS FOR COMMISSION CONSIDERATION

Government Code §56668 requires a review of the following factors:

FACTOR TO CONSIDER	COMMENT
1. Population and density [§56668(a)]	Population approximately 30 (legally inhabited)
2. Land area and land use [§56668(a)]	Approximately 89 acres, northern 31-acre portion largely undeveloped, central and southern portions include 12 residential lots, southwest corner parcel used for storage. Located in the Napa County Airport Planning Area.
3. Assessed valuation [§56668(a)]	Total: \$10,567,947
4. Topography, natural boundaries and drainage basins [§56668(a)]	0 to 9 percent slopes Clear Lake clay, Haire clay loam, and Haire loam soils present Drainage basin: <i>North Slough</i>
5. Proximity to other populated areas [§56668(a)]	Surrounded by City of American Canyon's existing boundary
6. Likelihood of significant growth in the area, adjacent areas during next 10 years [§56668(a)]	The affected territory is expected to be developed with industrial uses and serve as a corridor for the extension of Newell Drive, thereby limiting the likelihood of significant growth in the area in the next 10 years. Adjacent areas are either already in the City and built out or outside the City's SOI and therefore unlikely to experience significant growth.
7. Need for government services [§56668(b)]	The affected territory is already within the American Canyon Fire Protection District and receives fire service from the District. Law enforcement is provided by the County Sheriff. Water and sewer service are provided by the City of American Canyon given the affected territory is located within the City's extraterritorial service areas.
8. Government services present cost, adequacy and controls in area [§56668(b)]	The City provides a full range of government services at an adequate level with cost controls. Analysis: South County Region Municipal Service Review and Sphere of Influence Updates adopted in 2018
9. Government services probable future needs and controls in area [§56668(b)]	The City has established adequate service capacities and controls to serve the planned uses within the affected territory. Analysis: South County Region Municipal Service Review and Sphere of Influence Updates adopted in 2018

<p>10. Government services effect of proposal on cost, adequacy and controls in area and adjacent areas [§56668(b)]</p>	<p>Proposal approval and future development as planned would not have any measurable effect on cost, adequacy and controls in the area or adjacent areas.</p>
<p>11. Effects on adjacent areas, on mutual social and economic interests, and on local governmental structure in the County [§56668(c)]</p>	<p>Extension of Newell Drive would benefit adjacent areas by improving traffic circulation, which has an outsized impact on industry service workers throughout Napa County who rely on commuting through American Canyon.</p>
<p>12. Effects on planned efficient patterns of urban development [§56668(d)]</p>	<p>Annexation would facilitate the City's planned extension of Newell Drive as well as an industrial warehouse project.</p>
<p>13. Effects on maintaining physical and economic integrity of agricultural lands [§56668(e)]</p>	<p>No effect</p>
<p>14. Boundaries: logical, contiguous, not difficult to serve, definite and certain [§56668(f)]</p>	<p>Affected territory represents one entire contiguous area within the City's SOI and surrounded by the City's existing boundary.</p>
<p>15. Conformance to lines of assessment, ownership [§56668(f)]</p>	<p>APNs 057-120-014, 057-120-015, 057-120-017, 057-120-028, 057-120-034, 057-120-036, 057-120-041, 057-120-045, 057-120-047, 057-120-048, 057-120-049, 057-120-050, 057-120-051, 057-180-014, and 057-180-015</p>
<p>16. Creation of islands, corridors, irregular boundaries [§56668(f)]</p>	<p>No effect</p>
<p>17. Consistency with regional transportation plan [§56668(g)]</p>	<p>No specific projects in regional transportation plan (RTP), <i>Plan Bay Area 2050</i></p>
<p>18. Consistency with city or county general and specific plans [§56668(h)]</p>	<p>County General Plan: <i>Industrial and Agriculture, Watershed and Open Space</i> County Zoning: <i>AW:AC (Agricultural Watershed : Airport Compatibility) 160-acre minimum parcel size</i> City Prezoning: <i>Paoli Light Industrial with a Paoli Commercial Overlay District, Residential Estate</i></p>
<p>19. Consistency with spheres of influence [§56668(i)]</p>	<p>Entire affected territory is within the City's SOI</p>

<p>20. Comments from affected agencies and other public agencies [§56668(j)]</p>	<p>No comments received</p>
<p>21. Ability of agency to provide service including sufficiency of revenues [§56668(k)]</p>	<p>City has established adequate ability to provide a full range of services and generate sufficient revenues to accommodate the proposed annexation and planned development of the affected territory. Analysis: South County Region Municipal Service Review and Sphere of Influence Updates adopted in 2018</p>
<p>22. Timely availability of adequate water supply [§56668(l)]</p>	<p>Overall water demand projections for the affected territory are minimal given the planned industrial land uses for much of the area. The City can reasonably accommodate projected demands within the foreseeable future. Analysis: South County Region Municipal Service Review and Sphere of Influence Updates adopted in 2018 and Napa Countywide Water Wastewater MSR Updated 10-4-21</p>
<p>23. Fair share of regional housing needs [§56668(m)]</p>	<p>Minimal positive impact when estate housing is developed in the future.</p>
<p>24. Information or comments from landowners, voters, or residents in proposal area [§56668(n)]</p>	<p>No information provided</p>
<p>25. Existing land use designations [§56668(o)]</p>	<p>County General Plan: <i>Industrial and Agriculture, Watershed and Open Space</i> County Zoning: <i>AW:AC (Agricultural Watershed : Airport Compatibility) 160-acre minimum parcel size</i> City Prezoning: <i>Paoli Light Industrial with a Paoli Commercial Overlay District, Residential Estate</i></p>
<p>26. Effect on environmental justice [§56668(p)]</p>	<p>No documentation or evidence suggesting the proposal will have any implication</p>
<p>27. Safety Element of GP concerns; identified as very high fire hazard zone [§56668(q)]</p>	<p>Not located in a high fire hazard zone</p>



LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY

Policy on Proposals

(Adopted: August 9, 1972; Last Amended: December 5, 2022)

I. Background

The Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (CKH) specifies the Local Agency Formation Commission (LAFCO) of Napa County's principal objectives are discouraging urban sprawl, preserving open space and agricultural resources, and encouraging the orderly formation and development of cities, towns, and special districts and their municipal services based on local conditions.¹ Regulatory duties include approving or disapproving proposals involving the formation, reorganization, expansion, and dissolution of cities, towns, and special districts. The Commission's regulatory actions must be consistent with its adopted written policies and procedures. The Commission must also inform its regulatory duties through a series of planning activities, which includes establishing and updating spheres of influence (SOIs).²

II. Purpose

The purpose of this policy is to guide the Commission in considering proposals for changes of organization as defined under [California Government Code \(G.C.\) §56021](#) and reorganizations as defined under [G.C. §56073](#).

III. Objective

It is the objective of the Commission to acknowledge and incorporate the policies of the Legislature regarding the promotion of orderly, well-planned development patterns that avoid the premature conversion of agricultural and open space lands and ensure effective, efficient, and economic provision of essential public services. The Commission reserves discretion in administering these policies to address special conditions and circumstances as needed.

IV. Commission Declarations

The Commission declares its intent not to permit the premature conversion of agricultural or open space lands to urban uses. The Commission shall adhere to the following policies in the pursuit of this intent, and all proposals shall be reviewed with these policies as guidelines.

A) Use of Municipal Service Reviews:

In evaluating a proposal, the Commission will use information contained within the most recently completed Municipal Service Review (MSR) for any affected agencies. The Commission retains discretion to determine if the most recent MSR is adequate for making decisions related to proposals.

¹ CKH is codified under [G.C. §56000](#) et seq.

² The Commission's *Policy on Spheres of Influence* is available online at: <https://www.napa.lafco.ca.gov>.

- B) Use of County General Plan Designations:
In evaluating a proposal, the Commission will give great weight to the Napa County General Plan to determine designated agricultural and open space lands. The Commission recognizes that inconsistencies may occur between the County General Plan and city or town general plans with respect to agricultural and open space designations. Notwithstanding these potential inconsistencies, the Commission will give great weight to the County General Plan in recognition of the public support expressed in both the incorporated and unincorporated areas of Napa County for the County's designated agricultural and open space lands through enactment of Measure P in 2008.³
- C) Recognition of the Napa County Agricultural Preserve:
The first Agricultural Preserve in the United States was created in 1968 by the Napa County Board of Supervisors. The Agricultural Preserve protects lands in the fertile valley and foothill areas of Napa County in which agriculture is, and should continue to be, the predominant land use. The Commission will consider the Agricultural Preserve in the processing of proposals.
- D) Location of Urban Development:
The Commission will give great weight to urban growth boundaries and guide urban development away from agricultural or open space lands until such times as urban development becomes an overriding consideration as determined by the Commission. The Commission encourages urban development be located within areas designated for urban use in the County General Plan and in close proximity to a city, town, or special district that can provide any needed public services. Urban development should be discouraged if it is apparent that any needed public services necessary for the proposed development cannot readily be provided by a city, town, or special district.
- E) Timing of Urban Development:
The Commission discourages proposals involving the premature annexation of undeveloped or underdeveloped lands to cities, towns, and special districts that provide potable water, sewer, fire protection and emergency response, or police protection services. This policy does not apply to proposals in which the affected lands are subject to a specific development plan or agreement under consideration by a land use authority. This policy does not apply to city or town annexation proposals in which the affected lands are part of an unincorporated island.⁴
- F) Encouragement of Reorganizations:
The Commission encourages reorganization proposals when appropriate and feasible to facilitate boundary changes involving two or more local governmental agencies. The Commission recognizes the efficiency of reorganizations to simplify and expedite logical and orderly concurrent boundary changes.

³ Measure P is an extension of Measure J, which was enacted in 1990 and requires voter approval for any changes that would re-designate unincorporated agricultural and open space lands.

⁴ The Commission's *Policy on Unincorporated Islands* is available online at: <https://www.napa.lafco.ca.gov>.

- G) Factors for Evaluating Proposals Involving Agricultural or Open Space Lands:
The Commission recognizes there are distinct and varying attributes and classifications associated with agricultural and open space designated lands. A proposal which includes agricultural or open space land shall be evaluated considering the following factors:
- (1) "Agricultural land", as defined by [G.C. §56016](#).
 - (2) "Prime agricultural land", as defined by [G.C. §56064](#).
 - (3) "Open space", as defined by [G.C. §56059](#).
 - (4) Land that is under contract to remain in agricultural or open space use, such as a Williamson Act Contract or Open Space Easement.
 - (5) Land with a County General Plan agricultural or open space designation (*Agricultural Resource* or *Agriculture, Watershed and Open Space*).
 - (6) The adopted general plan policies of the County and any affected city or town.
- H) Activating Latent Services and Deactivating Existing Services:
Commission approval is required for a special district to establish new services (i.e., activate latent service powers that were not previously authorized) or divestiture of existing services (i.e., deactivate service powers that were previously authorized) within all or parts of its jurisdictional boundary. Requests by a special district shall be made by adoption of a resolution of application and include all the information required and referenced under [G.C. §56824.12](#).

V. Policies Concerning Annexations

- A) General Policies Concerning All Annexations:
- (1) Inclusion in SOI:
The affected territory shall be included, or the applicant has concurrently requested the affected territory be included, within the affected agency's SOI prior to issuance of the Executive Officer's certificate of filing for the subject annexation proposal. The Executive Officer may amend both an SOI amendment and annexation application for Commission consideration and action at the same meeting.
 - (2) Property Tax Exchange Agreement:
A property tax exchange agreement between all affected agencies should be in place prior to submittal of an annexation proposal.

- (3) Inclusion of Public Rights-of-Way:
When a proposal for annexation involves territory located adjacent to a public right-of-way, the proposal should also include the adjacent portion of right-of-way to facilitate logical and orderly boundaries for any affected agencies.
 - (4) Boundary Modifications:
The Commission encourages modifications to proposed annexation boundaries when appropriate and feasible in order to facilitate logical and orderly boundaries for any affected local agencies. During the preliminary consultation phase, staff will encourage applicants to contact landowners of nearby properties to solicit interest in joining the annexation.
- B) Policies Concerning Annexations to a City or Town:
- (1) General Plan Designation and Rezoning:
The territory proposed for annexation shall be included in the city or town general plan and rezoned prior to submittal of an annexation proposal.
 - (2) Urban Growth Boundaries:
To the extent that a city or town maintains an urban growth boundary, the affected territory proposed for annexation should be included in the urban growth boundary prior to submittal of an annexation proposal. This does not apply to proposals consistent with [G.C. §56742](#).
 - (3) Proposals Within Unincorporated Islands:
When a proposal for annexation involves territory within an unincorporated island, staff will encourage the affected city or town to apply for the annexation of the entire island.
- C) Policies Concerning Annexation of Municipally-Owned Land:
- (1) Land Owned and Used by a City or Town Located Outside Their SOI:
Land that is owned by a city or town, used by the city or town for a municipal purpose, and located outside their SOI may be annexed pursuant to [G.C. §56742](#).
 - (2) Restricted Use Lands Owned by Public Agencies:
The Commission discourages annexation of municipally-owned land designated agricultural or open space in the County General Plan or subject to a Williamson Act contract unless the land will be used for a municipal purpose and no suitable alternative site reasonably exists within the affected agency's SOI.
 - (3) Municipal Purpose Defined:
Municipal purpose means a public service facility, but does not include agricultural or open space land.

D) Concurrent Annexation Policies:

The Commission encourages concurrent annexations to cities, towns, and special districts whenever appropriate and feasible.

(1) City of Napa and Napa Sanitation District (NSD):

a) Annexations to NSD:

All annexation proposals to NSD involving territory located outside of the City should include annexation to the City if the affected territory is located within the City's SOI, is located within the City's Rural Urban Limit, and annexation is legally possible.

b) Annexations to the City:

All annexation proposals to the City involving territory located outside of NSD should annex to NSD if the affected territory is located within NSD's SOI and if service is available.

(2) City of American Canyon and American Canyon Fire Protection District (ACFPD):

a) Annexations to ACFPD:

All annexation proposals to ACFPD involving territory located outside of the City should annex to the City if the affected territory is located within the City's SOI, is located within the City's Urban Limit Line, and annexation is legally possible.

b) Annexations to the City:

All annexation proposals to the City involving territory located outside of ACFPD should annex to ACFPD if the affected territory is located within ACFPD's SOI and if service is available.

(3) County Service Area (CSA) No. 4:

a) Annexations to Cities or Towns:

All annexations to a city or town should include concurrent detachment from CSA No. 4 unless the affected territory has been, or is expected to be, developed to include planted vineyards totaling one acre or more.

VI. Policies Concerning City or Town Incorporations

A) The Commission discourages proposals to incorporate communities unless substantial evidence suggests the County and any affected special districts are not effectively meeting the needs of the community.

B) The Commission discourages proposals to incorporate communities involving land that is not already receiving essential public services from special districts.



Local Agency Formation Commission of Napa County
Subdivision of the State of California

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We Manage Local Government Boundaries, Evaluate Municipal Services, and Protect Agriculture

Agenda Item 10a (Action)

TO: Local Agency Formation Commission

PREPARED BY: Brendon Freeman, Executive Officer *B F*

MEETING DATE: June 1, 2026

SUBJECT: Appointment to the Ad Hoc Subcommittee on Municipal Service Reviews and Spheres of Influence

RECOMMENDATION

It is recommended the Commission appoint a member to fill the vacancy on the ad hoc Municipal Service Review (MSR) and Sphere of Influence (SOI) Committee.

BACKGROUND AND SUMMARY

On April 6, 2026, the Commission established an ad hoc subcommittee to advise staff on matters related to MSRs and SOIs. The Commission appointed Chair Painter and then-Commissioner Leary to the Committee. Commissioner Leary subsequently vacated the seat. Staff recommends the Commission appoint a member to fill the vacancy.

The Committee will return with information and possible recommendations for the full Commission with respect to current and future MSRs and SOI studies as early as the August 3, 2026 meeting.

Beth Painter, Chair
Councilmember, City of Napa

Paul Dohring, Commissioner
Councilmember, City of St. Helena

David Oro, Alternate Commissioner
Councilmember, City of American Canyon

Belia Ramos, Vice Chair
County of Napa Supervisor, 5th District

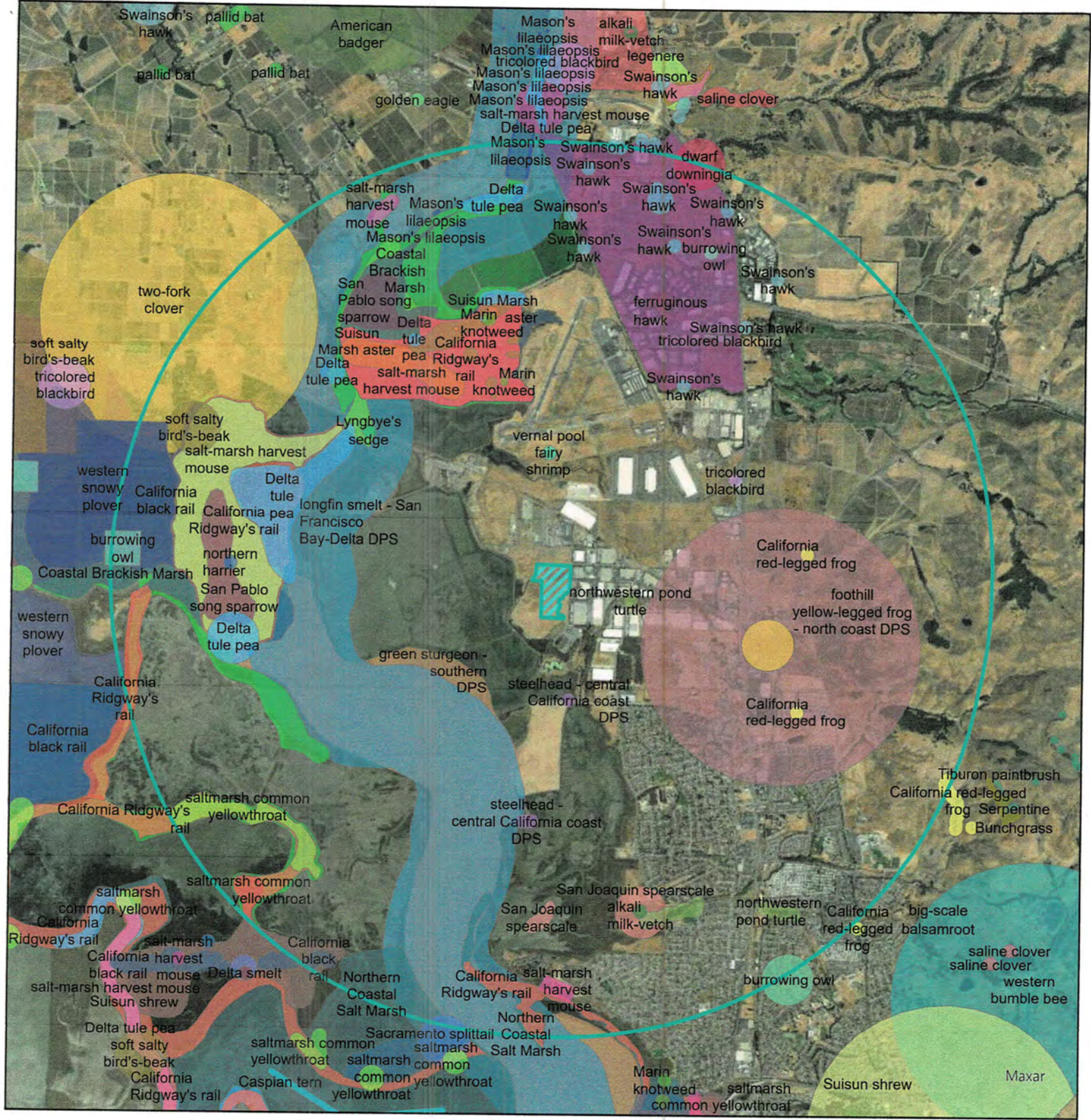
Anne Cottrell, Commissioner
County of Napa Supervisor, 3rd District

Joelle Gallagher, Alternate Commissioner
County of Napa Supervisor, 1st District

Jeffrey Crosswhite, Commissioner
Representative of the General Public

Eve Kahn, Alternate Commissioner
Representative of the General Public

Brendon Freeman
Executive Officer



Legend

- | | | | | |
|--|-----------------------------|------------------------|---|--|
| Green Island Vineyard Property | Coastal Brackish Marsh | San Pablo song sparrow | foothill yellow-legged frog - north coast DPS | salt-marsh harvest mouse |
| 3 mile buffer around Green Island Vineyard | Contra Costa goldfields | Serpentine Bunchgrass | golden eagle | saltmarsh common yellowthroat |
| CNDDB_GreenIslan | Delta smelt | Suisun Marsh aster | green sturgeon - southern DPS | soft salty bird's-beak |
| CNAME | Delta tule pea | Suisun shrew | legenera | steelhead - central California coast DPS |
| American badger | Lyngbye's sedge | Swainson's hawk | longfin smelt - San Francisco Bay-Delta DPS | tricolored blackbird |
| California Ridgway's rail | Marin knotweed | Tiburon paintbrush | northern harrier | two-fork clover |
| California black rail | Mason's lilaepsis | alkali milk-vetch | northwestern pond turtle | vernal pool fairy shrimp |
| California red-legged frog | Northern Coastal Salt Marsh | big-scale balsamroot | burrowing owl | western bumble bee |
| Caspian tern | Northern Vernal Pool | dwarf downingia | pallid bat | western snowy plover |
| | Sacramento splittail | ferruginous hawk | saline clover | |
| | San Joaquin spearscale | | | |

