



**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](http://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, 5<sup>th</sup> District

Anne Cottrell, Commissioner  
County of Napa Supervisor, 3<sup>rd</sup> District

Joelle Gallagher, Alternate Commissioner  
County of Napa Supervisor, 1<sup>st</sup> 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](mailto: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

Page 3

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.

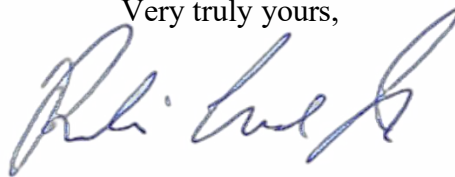
10. **Indemnification.** To the fullest extent permitted by law, RPLG shall indemnify, defend, and save harmless Napa LAFCO, its agents, officers, and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages resulting from RPLG's willful 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]

May 4, 2026  
Page 4

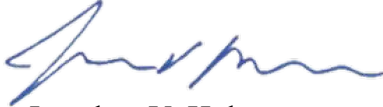
11. **Insurance.** RPLG shall maintain Professional Liability Insurance that covers the service to be performed in connection with the Agreement in an amount not less than \$2 million.

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

Page 5

## 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.

May 4, 2026

Page 6

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.