



Local Agency Formation Commission of Napa County

Subdivision of the State of California

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

■ Margie Mohler, Chair ■ Anne Cottrell, Vice Chair ■ Kenneth Leary ■ Beth Painter ■ Belia Ramos
■ Mariam Aboudamous, Alternate ■ Joelle Gallagher, Alternate ■ Eve Kahn, Alternate

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

REGULAR MEETING AGENDA

Monday, October 2, 2023, 2:00 PM

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. **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.

4. **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.

5. **CONSENT ITEMS**

Action Items:

- a) **Approval of Meeting Minutes:** August 7, 2023 Regular Meeting and September 11, 2023 Special Meeting
- b) **Budget Adjustments for Fiscal Year 2023-24 and Release of Restricted Fund Balance into Reserves**

Receive Report for Information Only:

- c) **Current and Future Proposals**
- d) **Legislative Report**

6. **PUBLIC HEARING ITEMS**

A member of the public may receive permission to provide comments on any item calendared for information at the discretion of the Chair.

a) **Final Municipal Service Review and Sphere of Influence Review for the Napa County Resource Conservation District**

The Commission will receive and discuss the final Municipal Service Review and Sphere of Influence Review for the Napa County Resource Conservation District. The Commission will consider adopting a resolution confirming the determinative statements and making no changes to the District's sphere.

7. **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) **Proposed Green Island Road No. 3 Annexation to the American Canyon Fire Protection District and Associated CEQA Findings**

The Commission will consider a proposal for the annexation of one parcel totaling approximately 157 acres in size to the American Canyon Fire Protection District. The affected territory is at 1661 Green Island Road and identified as Assessor Parcel Number 058-030-041. The annexation is exempt from the California Environmental Quality Act.

7. ACTION ITEMS (CONTINUED)

b) Adoption of Strategic Plan 2023-2025

The Commission will consider adopting a draft Strategic Plan 2023-2025 by resolution. The Strategic Plan outlines core agency priorities and objectives over the next two years.

c) Consider Authorizing Selection of Consultant for Countywide Fire and Emergency Medical Services Municipal Service Review and Sphere of Influence Reviews

The Commission will receive a status update on proposals received in response to a Request for Proposals (RFP) for a consultant to prepare the Countywide Fire and Emergency Medical Services Municipal Service Review and Sphere of Influence Reviews. The Commission will consider two actions as part of this item: (1) authorize the ad hoc RFP Committee to select a preferred consultant and negotiate a contract; and (2) authorize the Commission Chair to sign the contract.

d) Consider Options to Amend the Agreement for the Provision of Support Services

The Commission will consider providing formal direction to staff with respect to pursuing any amendments to the Agreement for the Provision of Support Services with representatives of the County of Napa. The Commission will consider establishing an ad hoc subcommittee with two appointed members to assist staff in this process.

e) Consider Adjustment to Executive Officer's Compensation

The Commission will consider approving a resolution adjusting the Executive Officer's compensation based on the performance evaluation initiated during the Commission's August 7, 2023 regular meeting. The recommended new annual salary of \$176,890 would be effective October 14, 2023.

8. COMMISSIONER COMMENTS/REQUESTS FOR FUTURE AGENDA ITEMS

This is an opportunity for Commissioners to comment on issues not listed on the Agenda, provided that the subject matter is within the jurisdiction of the Commission. No discussion or action may occur or be taken, except to place the item on a future Agenda if approved by a majority of the Commission.

9. ADJOURNMENT TO NEXT SCHEDULED MEETING

Monday, December 4, 2023, 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 **October 2, 2023, at 10:00 A.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 \$250 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 \$250 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 www.napa.lafco.ca.gov/staff-reports-2023 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/2023-agendas-and-minutes>. 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 5a (Consent/Action)

TO: Local Agency Formation Commission

PREPARED BY: Stephanie Pratt, Clerk/Jr. Analyst *SP*

MEETING DATE: October 2, 2023

SUBJECT: Approval of Meeting Minutes: August 7, 2023 Regular Meeting and September 11, 2023 Special 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 August 7, 2023 regular meeting, included as Attachment One, and the September 11, 2023 special meeting, included as Attachment Two.

Staff recommends approval of both sets of draft meeting minutes.

ATTACHMENTS

- 1) Draft Minutes for August 7, 2023 Regular Meeting
- 2) Draft Minutes for September 11, 2023 Special Meeting

Margie Mohler, Chair
Councilmember, Town of Yountville

Beth Painter, Commissioner
Councilmember, City of Napa

Mariam Aboudamous, Alternate Commissioner
Councilmember, City of American Canyon

Anne Cottrell, Vice Chair
County of Napa Supervisor, 3rd District

Belia Ramos, Commissioner
County of Napa Supervisor, 5th District

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

Kenneth Leary, 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
MEETING MINUTES OF MONDAY, AUGUST 7, 2023**

1. WELCOME AND CALL TO ORDER; ROLL CALL

Chair Mohler called the regular meeting of August 7, 2023 to order at 2:01 PM.

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

Regular Commissioners	Alternate Commissioners	Staff
Margie Mohler, Chair	Joelle Gallagher	Brendon Freeman, Executive Officer
Anne Cottrell, Vice Chair	Eve Kahn (<i>Voting</i>)	Dawn Mittleman Longoria, Assistant Executive Officer (<i>Absent</i>)
Beth Painter	Mariam Aboudamous	Stephanie Pratt Clerk/Jr. Analyst
Kenneth Leary (<i>Absent</i>)		Gary Bell, Commission Counsel
Belia Ramos		

2. PLEDGE OF ALLEGIANCE

Chair Mohler led the Pledge of Allegiance.

3. APPROVAL OF AGENDA

Chair Mohler asked if there were any requests to rearrange the agenda. There were no requests.

Upon motion by Vice-Chair Cottrell and second by Commissioner Painter, the Commission unanimously adopted the agenda as submitted:

VOTE:

AYES: MOHLER, COTTRELL, PAINTER, RAMOS, AND KAHN

NOES: NONE

ABSENT: LEARY

ABSTAIN: NONE

4. PUBLIC COMMENTS

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

5. CONSENT ITEMS

Action Items:

a) **Approval of Meeting Minutes:** June 5, 2023 Regular Meeting and July 10, 2023 Special Meeting

Receive Report for Information Only:

b) **Current and Future Proposals**

c) **Draft Fiscal Year 2022-23 Budget to Actual Report**

d) **CALAFCO 2023 Annual Conference Updates (Monterey)**

Upon motion by Vice-Chair Cottrell and second by Commissioner Kahn, the consent items were unanimously approved.

VOTE:

AYES: MOHLER, COTTRELL, PAINTER, RAMOS, AND KAHN

NOES: NONE

ABSENT: LEARY

ABSTAIN: NONE

6. ACTION ITEMS**a) Adoption of Strategic Plan 2023-2025**

On July 10, 2023, Pamela Miller led the Commission in a workshop in The Town of Yountville to determine Napa LAFCO's mission, purpose, goals, objectives, challenges, and opportunities and presented the outcome in the draft of Strategic Plan 2023-2025.

The overall consensus is that as it stands, the plan is too much to accomplish in two years. A suggestion was made to compare each goal of the draft one by one.

- GOAL 1: Revisit 2020 Water and Wastewater Municipal Service Review (MSR) recommendations. Decision was made to relook at the recommendations and see how they benefit the region followed by engaging public agencies. All agreed that holding a workshop is the best way to engage these partners. Staff agreed to conduct a poll to find a date that works to revisit, assess and prioritize how and when to prioritize this goal.
- GOAL 2: Prioritize completion of the countywide Fire & EMS MSR. The Commission discussed changing the wording for this goal.
- GOAL 3: Become a more independent LAFCO. A decision was made that the only action item for this goal should be moving toward greater independence. Work towards empowering Staff with some direction and possibly to assign an ad hoc committee.
- GOAL 4: Increase education and outreach to all Napa LAFCO stakeholders and the public. A decision was made to remove this from the Strategic Plan as this is an ongoing administrative activity for Staff.
- GOAL 5: Develop comprehensive new commissioner orientation. Decision made to remove as a two-year goal, continue to empower Staff and work to move administrative goals to them.
- GOAL 6: Look at the coordination and provision of broadband services. Decision made to remove from Strategic Plan.
- GOAL 7: Enhance our understanding of how Napa LAFCO can effectively consider climate resiliency factors in our work. Decision made to remove from Strategic Plan and rely on Staff to lead a roundtable discussion on this topic at the CALAFCO annual conference.

These decisions leave three goals out of the original seven in the Strategic Plan. Further revision remains needed. Action on this item is continued to the Commission's October 2, 2023 regular meeting. Chair Mohler and Vice-Chair Cottrell will be advising Staff in this process prior to the October meeting.

b) Partrick Road No. 6 Annexation to the Napa Sanitation District

Staff corrected the Public Record to reflect a GIS mapping error that had no affect on the recommended action.

Upon motion by Commissioner Painter and second by Commissioner Ramos, this Action Item was unanimously approved.

VOTE:

AYES: MOHLER, COTTRELL, PAINTER, RAMOS, AND KAHN
NOES: NONE
ABSENT: LEARY
ABSTAIN: NONE

c) Legislative Report

Assembly Bill (AB) 399 could upend the LAFCO process with changes to the protest process thereby circumventing LAFCO.

Upon motion by Vice-Chair Cottrell and second by Commissioner Ramos, Assembly Bill (AB) 399 was unanimously opposed.

VOTE:

AYES: **MOHLER, COTTRELL, PAINTER, RAMOS, AND KAHN**
NOES: **NONE**
ABSENT: **LEARY**
ABSTAIN: **NONE**

d) Request for Proposals for Countywide Fire and Emergency Medical Services Municipal Service Review

Upon motion by Commissioner Kahn and second by Vice-Chair Cottrell, the Commission unanimously authorized Staff to release the Draft RFP.

VOTE:

AYES: **MOHLER, COTTRELL, PAINTER, RAMOS, AND KAHN**
NOES: **NONE**
ABSENT: **LEARY**
ABSTAIN: **NONE**

7. DISCUSSION ITEMS**a) Draft Municipal Service Review and Sphere of Influence Review for the Napa County Resource Conservation District**

The draft report was discussed and the Commission directed Staff to return with a final report for formal adoption at the October 2, 2023 regular meeting.

8. COMMISSIONER COMMENTS/REQUESTS FOR FUTURE AGENDA ITEMS

Chair Mohler and the Commission agreed this was a great discussion related to the Strategic Plan.

9. CLOSED SESSIONS:**a) Public Employee Performance Evaluation – (Government Code Section 54957(b)(1))**

Employee: Executive Officer

b) Conference with Labor Negotiators – (Government Code Section 54957.6)

Agency Designated Representative: Commission Chair

Unrepresented Employee: Executive Officer

There was no reportable action following the closed sessions.

10. ADJOURNMENT TO NEXT REGULAR SCHEDULED MEETING

The meeting was adjourned at 4:35 PM. The next regular LAFCO meeting is scheduled for Monday, October 2, 2023, at 2:00 PM.

Margie Mohler, LAFCO Chair

ATTEST:

Brendon Freeman, Executive Officer

Prepared by:

Stephanie Pratt, Clerk/Jr. Analyst



**LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY
SPECIAL MEETING MINUTES OF MONDAY, SEPTEMBER 11, 2023**

1. WELCOME AND CALL TO ORDER; ROLL CALL

Chair Mohler called the special meeting of September 11, 2023 to order at 9:30 AM.

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

Regular Commissioners	Alternate Commissioners	Staff
Margie Mohler, Chair	Joelle Gallagher (<i>arrived 9:37am</i>)	Brendon Freeman, Executive Officer
Anne Cottrell, Vice Chair	Eve Kahn (<i>Voting</i>)	Dawn Mittleman Longoria, Assistant Executive Officer
Beth Painter	Mariam Aboudamous	Stephanie Pratt Clerk/Jr. Analyst
Kenneth Leary (<i>Absent</i>)		Gary Bell, Commission Counsel
Belia Ramos		

2. PLEDGE OF ALLEGIANCE

Chair Mohler led the Pledge of Allegiance.

3. APPROVAL OF AGENDA

Chair Mohler asked if there were any requests to rearrange the agenda. There were no requests. Upon motion by Commissioner Painter and second by Commissioner Ramos, the Commission unanimously adopted the agenda as submitted:

VOTE:

AYES: MOHLER, COTTRELL, PAINTER, RAMOS, AND KAHN

NOES: NONE

ABSENT: LEARY

ABSTAIN: NONE

4. PUBLIC COMMENTS

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

5. DISCUSSION ITEMS

a) Commission Workshop on Napa Countywide Water and Wastewater Municipal Service Review Recommendations

Chair Mohler opened the workshop. Executive Officer Freeman presented a PowerPoint reviewing the recommendations contained within the Napa Countywide Water and Wastewater Municipal Service Review that was adopted in 2020.

Chair Mohler invited members of the audience to provide public comment.

John Ferons, Public Works Director for The Town of Yountville comments: Water Optimization Group formed among water provider staff. Focus on engineer and infrastructure and hope to work with City Managers Group with their results. Working to identify capital improvement projects and how to implement them.

Phil Brun, Utilities Director from City of Napa comments: The MSR is accurate and robust, and the effort and teamwork is appreciated. Collaboration is currently happening and working well. Water systems in Napa County are tied together. The recent drought warranted other discussions. All parties participated in forming a Drought Contingency Plan in an effort to leverage water supplies valley wide. The top three recommendations were all collaborative:

- 1) Looking at Sites Reservoir: American Canyon is already participating. City of Napa is on a waiting list.
- 2) Purified water from wastewater: Feasibility study has begun.
- 3) Valley wide optimization Study: Consider JPAs and countywide options. There are five water treatment plants running in January. Ultimately should be one or two. Engineering questions and cost considerations are needed to understand how to move the water. An engineering consultant is needed to do the modeling and the projected cost is likely \$200,000 to \$300,000 to understand the path to optimization. Recommendations have to make sense to the rate payers.

Lester Hardy, St. Helena City Council member (speaking as an individual); he will also present his statements to the City Council.

- Elected officials need to be able to explain how constituents will be affected.
- The governance structure should come after technical and cost analysis.
- It is important to consider groundwater recharging.
- Happy that LAFCO initiated the study and has sited the urgent need to work collaboratively.

Chair Mohler stated the importance of looking at this issue with a regional approach. LAFCO has a foothold, and she thanked all the public works staff. Water infrastructure is expensive but necessary going forward. Grant funding is possible. She advises starting small and non-controversial and lean on City of Napa and Napa Sanitation District due to their existing developed infrastructure.

Vice Chair Cottrell stated that collaboration and regionalization for municipal water systems are core goals of this study. This MSR is not about groundwater in particular.

Commissioner Painter stressed that the need is to work collaboratively and move forward similar to the Napa County Climate Action Committee (NCCAC).

Commissioner Ramos suggested that perhaps LAFCO may be able to get added to NCCAC to introduce these issues as well as Napa County League of Governments (NCLOG) meetings.

Commissioner Kahn commented that the smaller districts may not have the infrastructure or leadership capability and need encouragement to participate. Perhaps there are ways to encourage them to get together as there is currently no connectivity in place. Lack of services affects property values in the area.

Commissioner Gallagher asked Executive Officer Freeman if it is possible for him to attend jurisdictional meetings to share these recommendations, and also what the cost differences for different communities might be in the future. Executive Officer Freeman concurred he can attend and look at the cost differences and examples from other counties to prepare a basic analysis.

Commissioner Ramos said that Federal appropriation requests begin in February/March and suggested to request a meeting with congressional staff since a multijurisdictional request is more likely to get funded.

Chair Mohler would like a working name for this group as there is more clout with a formally named group. A grass roots approach is working and appears to be the best way forward. LAFCO should keep this on the agenda for quarterly review.

6. COMMISSIONER COMMENTS/REQUESTS FOR FUTURE AGENDA ITEMS

There was no discussion of this item.

7. CLOSED SESSIONS:

a) Public Employee Performance Evaluation – (Government Code Section 54957(b)(1))

Employee: Executive Officer

b) Conference with Labor Negotiators – (Government Code Section 54957.6)

Agency Designated Representative: Commission Chair

Unrepresented Employee: Executive Officer

There was no reportable action following the closed sessions.

8. ADJOURNMENT TO NEXT REGULAR SCHEDULED MEETING

The meeting was adjourned at 11:00 AM. The next regular LAFCO meeting is scheduled for Monday, October 2, 2023, at 2:00 PM.

Margie Mohler, LAFCO Chair

ATTEST:

Brendon Freeman, Executive Officer

Prepared by:

Stephanie Pratt, Clerk/Jr. Analyst



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Agenda Item 5b (Consent/Action)

TO: Local Agency Formation Commission

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

MEETING DATE: October 2, 2023

SUBJECT: Budget Adjustments for Fiscal Year 2023-24 and Release of Restricted Fund Balance into Reserves

RECOMMENDATION

It is recommended the Commission take the following actions:

- 1) Approve the budget adjustments for fiscal year 2023-24 as reflected in Attachment One; and
- 2) Approve the release of the equipment replacement restricted fund balance into the undesignated/unreserved fund balance (“general reserves”).

BACKGROUND AND SUMMARY

On June 5, 2023, the Commission adopted a final budget for fiscal year 2023-24, included as Attachment Two.

Budget Adjustments

Staff recommends the Commission approve the following budget adjustments as reflected in Attachment One:

- 1) Increase the Administration Services expense account (52100) by \$10,417:
 - a) \$9,217 for the Executive Officer’s anticipated salary adjustment as part of item 7e on today’s agenda
 - b) \$1,200 for the 401(a) Retirement Savings Plan established by Napa County
- 2) Increase the Computer Equipment/Accessories expense account (53410) by \$571 for a one-time charge from County ITS associated with a laptop upgrade request
- 3) Increase the Business Related Meal/Supplies expense account by \$500 for more frequent business meal purposes

The recommended budget adjustments would result in a total of \$11,488 in expenditure increases. This amount will be offset by drawing down the Commission’s reserves.

Margie Mohler, Chair
Councilmember, Town of Yountville

Beth Painter, Commissioner
Councilmember, City of Napa

Mariam Aboudamous, Alternate Commissioner
Councilmember, City of American Canyon

Anne Cottrell, Vice Chair
County of Napa Supervisor, 3rd District

Belia Ramos, Commissioner
County of Napa Supervisor, 5th District

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

Kenneth Leary, Commissioner
Representative of the General Public

Eve Kahn, Alternate Commissioner
Representative of the General Public

Brendon Freeman
Executive Officer

Release of Restricted Fund Balance into General Reserves

Staff recently terminated the Commission's contract with ECS Imaging, which involved maintenance and support for the Commission's Laserfiche electronic document management system. The Laserfiche system is no longer needed, primarily due to recent increases in network storage capacity.

The Commission previously set aside \$19,657 to fully depreciate the Laserfiche system in an equipment replacement restricted fund. Staff recommends the Commission approve the release of the \$19,657 restricted fund balance into general reserves. This would more than offset the recommended budget adjustments described in the previous section of this report.

Adjusted Budget

If the two staff recommendations are approved, the Commission's adjusted budget will be as reflected in Attachment Three.

ATTACHMENTS

- 1) Budget Adjustments for FY 2023-24
- 2) Final Budget for FY 2023-24 (Adopted on June 5, 2023)
- 3) Adjusted Budget for FY 2023-24



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

FY 2023-24 FINAL BUDGET
 Adopted on June 5, 2023

Expenses	FY 2020-21		FY 2021-22		FY 2022-23		FY 2023-24
	Final Budget	Actual	Final Budget	Actual	Final Budget	Estimate	Final Budget
Salaries and Benefits							
<u>Account</u>	<u>Description</u>						
51210	14,500	12,720	12,500	12,300	15,200	13,200	15,000
51300	250	181	250	205	250	250	250
51305	500	512	500	525	500	600	600
	Total Salaries & Benefits	13,413	13,250	13,030	15,950	14,050	15,850
Services and Supplies							
<u>Account</u>	<u>Description</u>						
52100	415,869	421,287	439,901	408,954	509,844	475,000	548,598
52125	7,500	6,593	7,500	6,847	7,500	7,300	7,500
52130	24,323	24,323	24,489	24,489	23,974	23,974	34,309
52131	-	-	1,837	1,837	1,685	1,692	2,000
52140	25,500	24,286	25,000	22,000	35,000	37,500	35,000
52310	25,551	25,550	-	-	10,000	-	105,000
52345	300	225	300	150	300	150	300
52515	1,930	1,929	1,930	1,930	1,930	1,930	3,062
52600	5,500	3,220	4,000	2,784	4,000	3,500	3,500
52605	30,409	30,408	31,322	28,234	25,995	25,995	26,775
52700	813	-	578	578	638	638	716
52800	3,500	1,428	2,000	1,485	3,000	2,200	3,000
52830	1,500	814	1,000	1,100	1,000	800	750
52835	50	100	200	150	200	100	150
52900	989	200	10,000	-	15,000	9,000	15,000
52905	1,000	-	500	-	1,000	1,000	3,000
53100	1,250	1,179	1,000	400	1,000	1,000	2,000
53110	350	100	500	100	150	50	100
53115	-	-	-	119	119	119	119
53120	3,060	3,060	2,934	2,934	3,078	3,078	3,332
53205	1,500	1,389	1,500	1,950	2,000	1,400	2,400
53415	-	150	225	225	225	225	225
53650	500	122	250	33	-	195	260
	Total Services & Supplies	546,363	556,966	506,337	647,638	596,846	797,096
EXPENSE TOTALS							
	566,644	559,776	570,216	519,367	663,588	610,896	812,946



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

FY 2023-24 ADJUSTED BUDGET
 Presented on October 2, 2023

Expenses		FY 2020-21		FY 2021-22		FY 2022-23		FY 2023-24
		Final Budget	Actual	Final Budget	Actual	Final Budget	Estimate	Adjusted Budget
Salaries and Benefits								
<u>Account</u>	<u>Description</u>							
51210	Commissioner Per Diems	14,500	12,720	12,500	12,300	15,200	13,200	15,000
51300	Medicare - Commissioners	250	181	250	205	250	250	250
51305	FICA - Commissioners	500	512	500	525	500	600	600
	Total Salaries & Benefits	15,250	13,413	13,250	13,030	15,950	14,050	15,850
Services and Supplies								
<u>Account</u>	<u>Description</u>							
52100	Administration Services	415,869	421,287	439,901	408,954	509,844	475,000	559,015
52125	Accounting/Auditing Services	7,500	6,593	7,500	6,847	7,500	7,300	7,500
52130	Information Technology Services	24,323	24,323	24,489	24,489	23,974	23,974	34,309
52131	ITS Communication Charges	-	-	1,837	1,837	1,685	1,692	2,000
52140	Legal Services	25,500	24,286	25,000	22,000	35,000	37,500	35,000
52310	Consulting Services	25,551	25,550	-	-	10,000	-	105,000
52345	Janitorial Services	300	225	300	150	300	150	300
52515	Maintenance-Software	1,930	1,929	1,930	1,930	1,930	1,930	3,062
52600	Rents and Leases: Equipment	5,500	3,220	4,000	2,784	4,000	3,500	3,500
52605	Rents and Leases: Building/Land	30,409	30,408	31,322	28,234	25,995	25,995	26,775
52700	Insurance: Liability	813	-	578	578	638	638	716
52800	Communications/Telephone	3,500	1,428	2,000	1,485	3,000	2,200	3,000
52830	Publications and Notices	1,500	814	1,000	1,100	1,000	800	750
52835	Filing Fees	50	100	200	150	200	100	150
52900	Training/Conference	989	200	10,000	-	15,000	9,000	15,000
52905	Business Travel/Mileage	1,000	-	500	-	1,000	1,000	3,000
53100	Office Supplies	1,250	1,179	1,000	400	1,000	1,000	2,000
53110	Freight/Postage	350	100	500	100	150	50	100
53115	Books/Media/Subscriptions	-	-	-	119	119	119	119
53120	Memberships/Certifications	3,060	3,060	2,934	2,934	3,078	3,078	3,332
53205	Utilities: Electric	1,500	1,389	1,500	1,950	2,000	1,400	2,400
53410	Computer Equipment/Accessories	-	-	-	38	-	-	571
53415	Computer Software/License	-	150	225	225	225	225	225
53650	Business Related Meal/Supplies	500	122	250	33	-	195	760
	Total Services & Supplies	551,394	546,363	556,966	506,337	647,638	596,846	808,584
EXPENSE TOTALS		566,644	559,776	570,216	519,367	663,588	610,896	824,434

Revenues

		FY 2020-21		FY 2021-22		FY 2022-23		FY 2023-24
		Final Budget	Actual	Final Budget	Actual	Final Budget	Estimate	Adjusted Budget
Intergovernmental								
<u>Account</u>	<u>Description</u>							
43910	County of Napa	242,700	242,700	254,835	254,835	313,794	313,794	339,738
43950	Other Governmental Agencies	242,700	242,700	254,835	254,835	313,794	313,794	339,738
----	<i>City of Napa</i>	162,800	162,800	166,432	166,432	207,969	207,969	222,680
----	<i>City of American Canyon</i>	41,166	41,166	45,843	45,843	56,307	56,307	61,235
----	<i>City of St. Helena</i>	15,159	15,159	18,608	18,608	20,381	20,381	22,609
----	<i>City of Calistoga</i>	14,515	14,515	13,976	13,976	16,885	16,885	20,342
----	<i>Town of Yountville</i>	9,060	9,060	9,976	9,976	12,252	12,252	12,872
	Total Intergovernmental	485,400	485,400	509,670	509,670	627,588	627,588	679,476
Service Charges								
<u>Account</u>	<u>Description</u>							
42690	Application/Permit Fees	21,060	37,356	20,000	25,450	25,000	30,110	22,950
46800	Charges for Services	624	593	600	1,074	1,000	-	510
47900	Miscellaneous	-	-	-	2,845	4,000	4,000	-
	Total Service Charges	21,684	37,949	20,600	29,369	30,000	34,110	23,460
Investments								
<u>Account</u>	<u>Description</u>							
45100	Interest	12,000	6,817	10,000	5,700	6,000	7,000	6,500
	Total Investments	12,000	6,817	10,000	5,700	6,000	7,000	6,500
	REVENUE TOTALS	519,084	530,166	540,270	544,739	663,588	668,698	709,436

OPERATING DIFFERENCE (47,560) (29,610) (29,946) 25,372 0 57,802 (114,998)

Reserves

	2020-21	2021-22	2022-23	2023-24
Undesignated/Unreserved Fund Balance ("Reserves")				
Beginning:	329,616	300,006	325,378	402,837
Ending:	300,006	325,378	383,180	287,839
MINIMUM FOUR MONTH RESERVE GOAL	188,881	190,072	221,196	274,811



Agenda Item 5c (Consent/Information)

TO: Local Agency Formation Commission

PREPARED BY: Stephanie Pratt, Clerk/Jr. Analyst *SP*

MEETING DATE: October 2, 2023

SUBJECT: Current and Future Proposals

SUMMARY

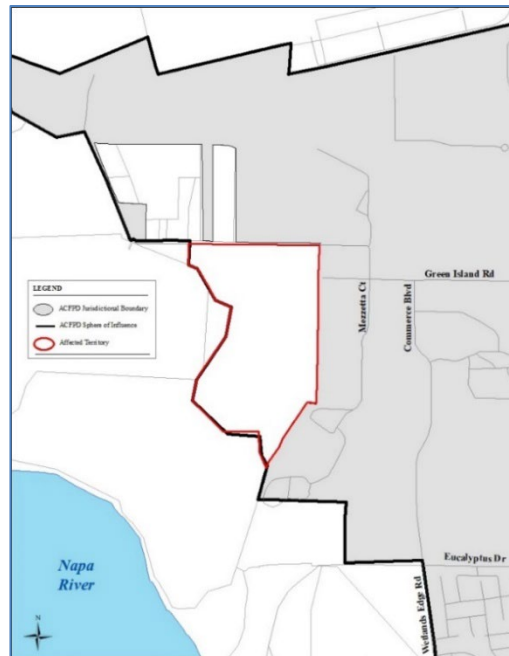
This is a consent item for information purposes only. Accordingly, if interested, the Commission is invited to pull this item for additional discussion with the concurrence of the Chair. No formal action will be taken as part of this item.

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

Active Proposals

Green Island Road No. 3 Annexation to ACFPD

The American Canyon Fire Protection District (ACFPD) has adopted a resolution initiating annexation proceedings involving one unincorporated parcel located at 1661 Green Island Road (west of the City of American Canyon's boundary), approximately 157.1 acres in size, and identified as APN 058-030-041. Current land uses within the parcel are limited to a commercial vineyard. Annexation would formally recognize ACFPD's longstanding status as the primary fire service provider for the parcel. Annexation to ACFPD would grant no new land use potential. The annexation proposal is on today's agenda as item 7a.



Margie Mohler, Chair
Councilmember, Town of Yountville

Beth Painter, Commissioner
Councilmember, City of Napa

Mariam Aboudamous, Alternate Commissioner
Councilmember, City of American Canyon

Anne Cottrell, Vice Chair
County of Napa Supervisor, 3rd District

Belia Ramos, Commissioner
County of Napa Supervisor, 5th District

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

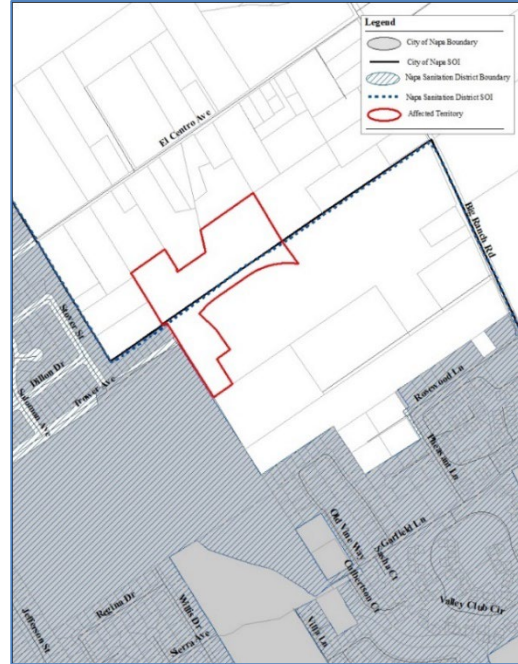
Kenneth Leary, Commissioner
Representative of the General Public

Eve Kahn, Alternate Commissioner
Representative of the General Public

Brendon Freeman
Executive Officer

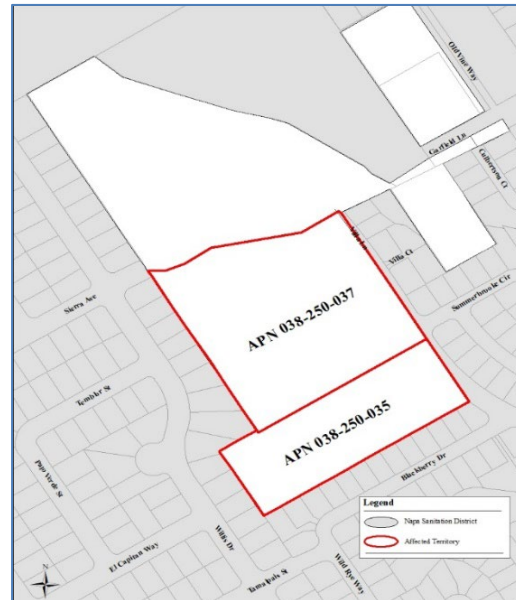
Trower Avenue No. 5 Annexation to NSD

The Napa Valley Unified School District (NVUSD) has submitted an application to annex approximately 12.8 acres of unincorporated territory to the Napa Sanitation District (NSD). The territory is located at 1130 Trower Avenue and identified as APN 038-240-020. The parcel is currently undeveloped and designated for residential land use under the County of Napa General Plan. The purpose of the annexation is to facilitate the NVUSD's planned agricultural innovation center near Vintage High School. The project will also involve sphere of influence (SOI) amendments for the City of Napa and NSD, as well as an outside water service agreement with the City. The application is considered incomplete until the necessary California Environmental Quality Act (CEQA) documents are completed.



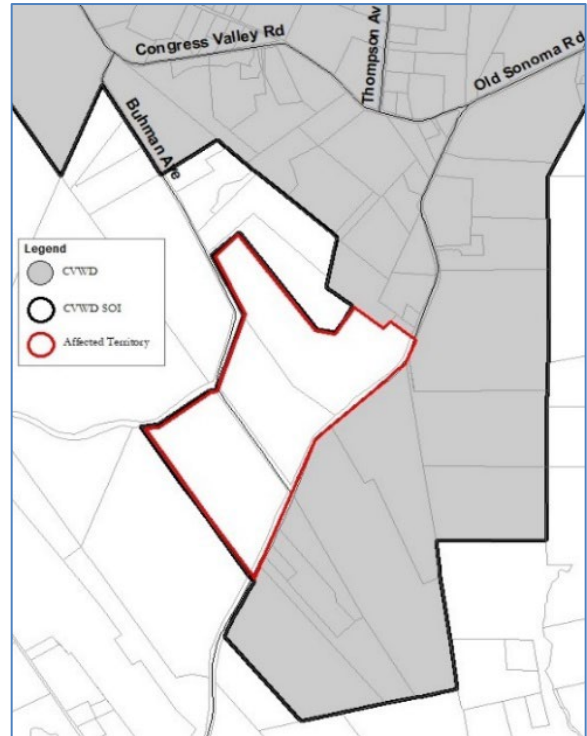
Sierra Avenue/Villa Lane Annexation to NSD

A representative for the landowner of two parcels located at 1185 Sierra Avenue in the City of Napa submitted an application to annex the parcels to NSD. The parcels are identified as APNs 038-250-035 & -037 and total approximately 10.5 acres in size. The parcels were previously used as the Vintage High School's former farm site. The purpose of the annexation is to facilitate the planned Vintage Ranch Subdivision residential project. The submitted application is considered incomplete until the necessary CEQA documents are completed.



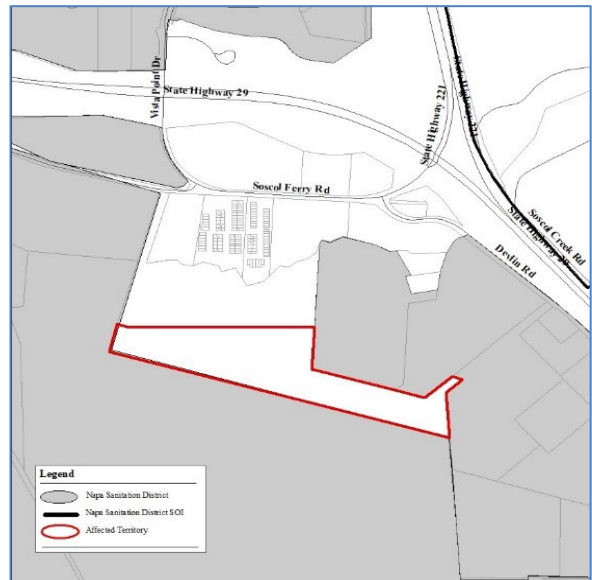
Old Sonoma Road/Buhman Avenue Annexation to CVWD

A landowner previously submitted a proposal to annex three unincorporated parcels totaling approximately 141.5 acres in size to the Congress Valley Water District (CVWD). The parcels are located along the northwestern side of Old Sonoma Road at its intersection with Buhman Avenue and identified as APNs 047-030-005, 047-030-020, and 047-080-001. Current land uses include two single-family residences and commercial vineyards with auxiliary structures and facilities. Two of the parcels already receive water service through grandfathered outside service agreements. Annexation would establish permanent water service to all three parcels. CVWD has requested, and the landowners have agreed, to postpone LAFCO action. There is no current timetable.



Devlin Road No. 6 Annexation to NSD

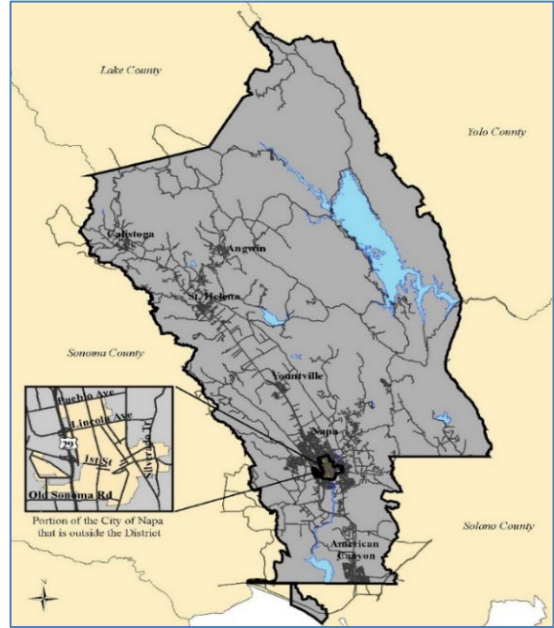
A representative for the landowner of one unincorporated parcel submitted an application to annex the parcel to NSD. The parcel is undeveloped, identified as APN 057-170-024, has no situs address, and is approximately 27.5 acres in size. Annexation to NSD would facilitate the Nova Business Park North project, which will include industrial land uses. The proposal is on hold until CEQA requirements related to the proposed annexation have been satisfied.



Anticipated Proposals

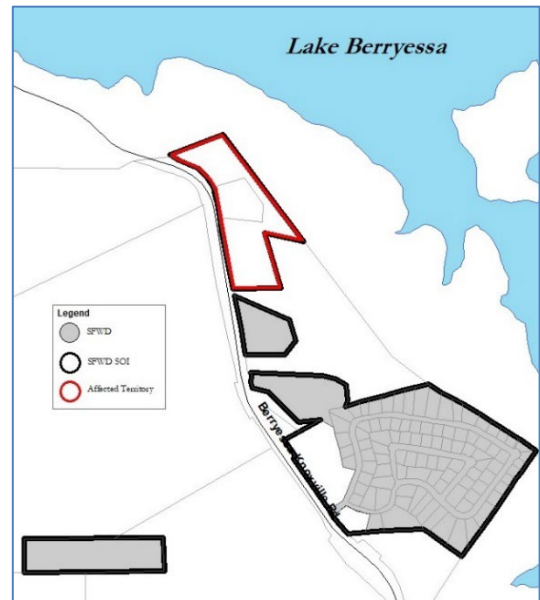
NCRCD Donut Hole Annexation

Staff from the Napa County Resource Conservation District (NCRCD) has inquired about annexation of approximately 1,300 acres of incorporated territory located in the City of Napa. This area comprises the only remaining territory located within NCRCD’s SOI but outside its jurisdictional boundary and is commonly referred to as a “donut hole”. The purpose of annexation would be to allow NCRCD to expand its service programs and hold public meetings within the affected territory; activities that are currently prohibited within the area. In February 2020, the Commission approved a request for a waiver of LAFCO’s proposal processing fees. It is anticipated a proposal for annexation will be submitted in the foreseeable future following the completion of the Commission’s Municipal Service Review for the District.



7140 & 7150 Berryessa-Knoxville Road Annexation to SFWD

A landowner has inquired about annexation of one entire unincorporated parcel and a portion of a second unincorporated parcel totaling approximately 7.9 acres in size to the Spanish Flat Water District (SFWD). The parcels were recently added to SFWD’s sphere of influence (SOI), are located at 7140 and 7150 Berryessa-Knoxville Road, and identified as APNs 019-280-004 (entire) and 019-280-006 (portion). Current land uses within the parcels include a commercial boat and recreational vehicle storage facility (Lakeview Boat Storage), approximately 6,000 square feet of enclosed storage structures, an administrative office, and a detached single-family residence. The parcels are currently dependent on private water and septic systems to support existing uses. Annexation would facilitate the connection of existing uses to SFWD’s water and sewer services. It is anticipated a proposal for annexation will be submitted in the future, but there is no current timetable.



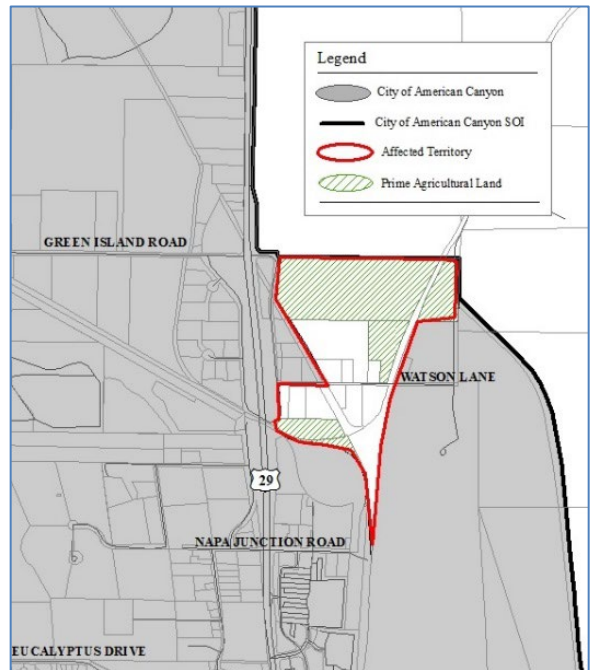
Materials Diversion Facility Annexation to the City of Napa

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 by the Napa-Vallejo Waste Management Authority. The APN of the entire parcel is 057-090-060. A property sale and a lot line adjustment are planned to create new parcels. The purpose of the property acquisition and future annexation is to expand the City’s existing materials diversion facility operations. The property is located outside the City of Napa’s SOI near the City of American Canyon. Annexation to the City of Napa is allowed given the property is owned by the City and soon 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 current timetable.



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

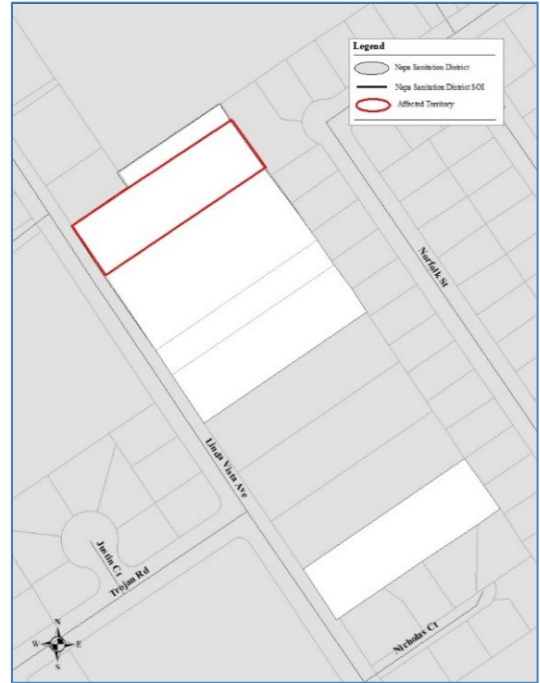
The City of American Canyon is expected to submit an application to annex 16 parcels and a portion of railroad totaling approximately 77.7 acres of unincorporated territory. The area is located within the City’s SOI near Watson Lane and Paoli Loop and identified as APNs 057-120-014, -015, -017, -028, -034, -036, -041, -045, -047, -048, -049, -050, & -051, 057-180-014 & -015, and 059-020-036. The area is within the American Canyon Fire Protection District’s boundary. 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. It is anticipated a proposal for annexation will be submitted in the future, but there is no current timetable.



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

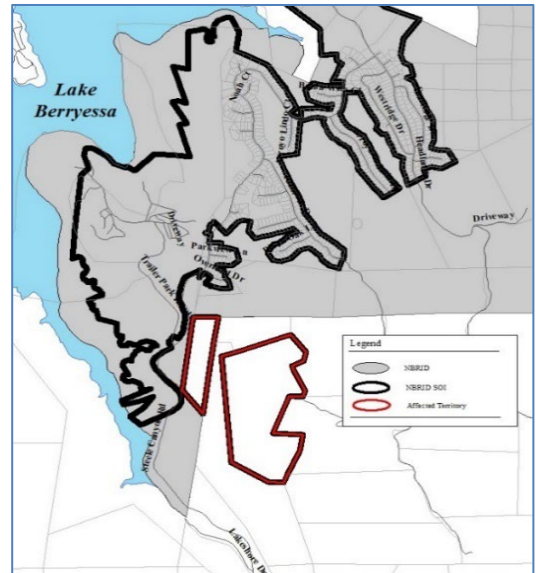
3776 Linda Vista Avenue Annexation to NSD

A landowner has inquired about annexation of one incorporated parcel to NSD. The parcel is located at 3776 Linda Vista Avenue in the City of Napa, approximately 0.8 acres in size, and identified as APN 007-231-007. Current land uses within the parcel are limited to one single-family residence that currently depends on a private onsite septic system for sewage disposal. Annexation would facilitate the connection of the existing residence to NSD's public sewer infrastructure. Staff will pursue expanding the annexation boundary to include additional parcels that are contiguous and also outside NSD's boundary. It is anticipated a proposal for annexation will be submitted in the future, but there is no current timetable.



Wastewater Treatment Plant Annexation to NBRID

Staff from the Napa Berryessa Resort Improvement District (NBRID) has inquired about annexation of two unincorporated parcels totaling approximately 101 acres in size that serve as the location of the District's wastewater treatment plant facilities. The parcels were recently added to NBRID's SOI, are owned by NBRID, and are identified as APNs 019-220-028 & -038. Annexation would be for purposes of reducing NBRID's annual property tax burden. It is anticipated a proposal for annexation will be submitted in the future, but there is no current timetable.



ATTACHMENTS

None



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 5d (Consent/Information)

TO: Local Agency Formation Commission

PREPARED BY: Brendon Freeman, Executive Officer *BF*

MEETING DATE: October 2, 2023

SUBJECT: Legislative Report

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.

On August 7, 2023, the Commission directed staff to submit a letter to the Legislature opposing Assembly Bill (AB) 399.

AB 399 eventually entered engrossing, prompting the California Association of LAFCOs (CALAFCO) to request each individual LAFCO submit a letter to the Governor requesting the bill be vetoed.

On September 15, 2023, staff submitted a letter to the Governor.

Consistent with local policy, the two letters related to AB 399 are included on today's agenda for information purposes as Attachments One and Two.

ATTACHMENTS

- 1) AB 399 Oppose Letter to Legislature
- 2) AB 399 Letter Requesting Governor Veto

Margie Mohler, Chair
Councilmember, Town of Yountville

Beth Painter, Commissioner
Councilmember, City of Napa

Mariam Aboudamous, Alternate Commissioner
Councilmember, City of American Canyon

Anne Cottrell, Vice Chair
County of Napa Supervisor, 3rd District

Belia Ramos, Commissioner
County of Napa Supervisor, 5th District

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

Kenneth Leary, Commissioner
Representative of the General Public

Eve Kahn, Alternate Commissioner
Representative of the General Public

Brendon Freeman
Executive Officer



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 Subdivision of the State of California

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 Phone: (707) 259-8645
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We Manage Local Government Boundaries, Evaluate Municipal Services, and Protect Agriculture

August 8, 2023

DELIVERED BY ELECTRONIC MAIL

Assemblymember Tasha Boerner
 State of California
 77th Assembly District
 c/o Robert Charles, Chief of Staff
robert.charles@asm.ca.gov

SUBJECT: Opposition to Assembly Bill (AB) 399

Honorable Assemblymember Boerner:

On behalf of the Local Agency Formation Commission (LAFCO) of Napa County, I respectfully write to communicate our opposition this session to AB 399 as amended on June 14th. The proposed legislation seeks an affirmative vote of the entire San Diego County Water Authority electorate via its principal act as a statutory condition to any member agency receiving San Diego LAFCO's approval to detach. The proposed legislation also includes an urgency clause to enact the provisions immediately.

The amended bill – which had been initially placed in AB 530 through its own comprehensive amendment process on May 15th – generates substantive concerns with respect to timing and content. These concerns are collectively marked by disenfranchising Fallbrook Public Utility District and Rainbow Municipal Water District given their current proposal filings with San Diego LAFCO by establishing new and inconsistent thresholds in statute for special district detachments.

Notably, the amended bill could set a dangerous precedent for similar legislative actions to occur in the future that could undermine the authority of LAFCOs throughout the state.

Should you or your staff have any questions, please contact LAFCO Executive Officer Brendon Freeman by telephone at 707-259-8645 or e-mail at bfreeman@napa.lafco.ca.gov.

Respectfully,

Brendon Freeman
 Executive Officer

cc: Members, Senate Governance and Finance Committee
 Anton Favorini-Csorba, Consultant, Senate Governance & Finance Committee
 Ryan Eisberg, Consultant, Senate Republican Caucus
 René LaRoche, Executive Director, CALAFCO
 Keene Simonds, Executive Officer, San Diego LAFCO

Margie Mohler, Chair
 Councilmember, Town of Yountville

Beth Painter, Commissioner
 Councilmember, City of Napa

Mariam Aboudamous, Alternate Commissioner
 Councilmember, City of American Canyon

Anne Cottrell, Vice Chair
 County of Napa Supervisor, 3rd District

Belia Ramos, Commissioner
 County of Napa Supervisor, 5th District

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

Kenneth Leary, 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
Subdivision of the State of California

Attachment Two

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

September 15, 2023

The Honorable Gavin Newsom
Governor, State of California
1021 O Street, Suite 9000
Sacramento, CA 95814

Re: AB 399 Veto Request

Dear Governor Newsom,

The Local Agency Formation Commission (LAFCO) of Napa County respectfully requests your **VETO** of **AB 399**, also known as the Water Ratepayers Protections Act of 2023. This bill seeks to amend the County Water Authority Act of 1945 (CWAA) by introducing a dual election requirement for member agencies seeking to detach from a county water authority.

Currently, CWAA mandates a vote of approval from the residents of a detaching agency, aligning with the principles governing how LAFCOs operate. However, AB 399 introduces an additional election among the residents of the larger county water authority, deviating from established LAFCO law.

Proponents of AB 399 have erroneously drawn parallels to the San Fernando Rule in LAFCO law, which necessitates city-wide approval when a part of a city is detached. This procedure makes sense in the context of city incorporation, where the same voting base approves the city's formation. In contrast, AB 399 treats the collective of public entities forming a county water authority as a single entity, granting residents of partner entities a say in detachment decisions, a departure from LAFCO law.

AB 399, a gut and amend bill, lacks comprehensive vetting in its legislative process. Consequently, it deviates from established LAFCO laws, which prioritize self-determination. The bill's requirement for a second election not only imposes an undue burden on detaching residents by necessitating two votes on the same issue but also disenfranchises them, directly contradicting LAFCO intent. Notably, the amended bill could set a dangerous precedent for similar legislative actions to occur in the future that could undermine the authority of LAFCOs throughout the state.

For the above reasons and more, LAFCO of Napa County respectfully requests that you **VETO 399**. Should you or your staff have any questions, please contact LAFCO Executive Officer Brendon Freeman by telephone at 707-259-8645 or e-mail at bfreeman@napa.lafco.ca.gov.

Respectfully,

Brendon Freeman, Executive Officer

cc: Rob Charles, Chief of Staff, Assemblymember Tasha Boerner

René LaRoche, Executive Director, California Assn. of Local Agency Formation Commissions

Margie Mohler, Chair
Councilmember, Town of Yountville

Anne Cottrell, Vice Chair
County of Napa Supervisor, 3rd District

Kenneth Leary, Commissioner
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Beth Painter, Commissioner
Councilmember, City of Napa

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County of Napa Supervisor, 5th District

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

Brendon Freeman
Executive Officer



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 6a (Public Hearing)

TO: Local Agency Formation Commission

PREPARED BY: Brendon Freeman, Executive Officer *B F*
Dawn Mittleman Longoria, Assistant Executive Officer

MEETING DATE: October 2, 2023

SUBJECT: Final Municipal Service Review and Sphere of Influence Review
for the Napa County Resource Conservation District

RECOMMENDATION

It is recommended the Commission take the following actions:

- 1) Open the public hearing and take testimony;
- 2) Close the public hearing;
- 3) Receive and file the Municipal Service Review (MSR) and Sphere of Influence (SOI) Review for the Napa County Resource Conservation District (NCRCD), included as Attachment One; and
- 4) Adopt the Resolution of the Local Agency Formation Commission of Napa County Making Determinations – SOI Review for NCRCD and making California Environmental Quality Act (CEQA) findings, included as Attachment Two.

SUMMARY

Staff has prepared a final report representing the scheduled MSR and SOI review for NCRCD, included as Attachment One. The final report follows the Commission's last MSR and SOI review for NCRCD, completed in April 2016. The final report provides a review of NCRCD's existing boundaries, organizational structure, municipal service provision, and financial standing. The final report recommends affirming NCRCD's SOI with no changes.

Margie Mohler, Chair
Councilmember, Town of Yountville

Beth Painter, Commissioner
Councilmember, City of Napa

Mariam Aboudamous, Alternate Commissioner
Councilmember, City of American Canyon

Anne Cottrell, Vice Chair
County of Napa Supervisor, 3rd District

Belia Ramos, Commissioner
County of Napa Supervisor, 5th District

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

Kenneth Leary, Commissioner
Representative of the General Public

Eve Kahn, Alternate Commissioner
Representative of the General Public

Brendon Freeman
Executive Officer

Public Comment Period

The public was invited to review and comment on the draft report through September 8, 2023. This involved posting a notice of the public review and comment period to the Commission's website along with sending the notice to the appropriate email distribution list. No comments were received.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

The MSR and SOI Review are exempt from further review under CEQA (California Code of Regulations sections 15306 and 15061(b)(3), respectively).

PROCEDURES FOR CONSIDERATION

This item has been agendized as a noticed public hearing. The following procedures are recommended with respect to the Commission's consideration of this item:

- 1) Receive verbal report from staff;
- 2) Open the public hearing (mandatory) and take testimony;
- 3) Close the public hearing; and
- 4) Discuss item and consider action on recommendation.

ATTACHMENTS

- 1) Final MSR/SOI for NCRCD
- 2) Draft Resolution Adopting Determinations, Affirming NCRCD's SOI, and Making CEQA Findings



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

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

Napa County Resource Conservation District
Municipal Service Review and Sphere of Influence Review

Prepared in accordance with Government Code §56425 and §56430

Final Report October 2023



LAFCO of Napa County
Overseeing the
logical formation and development
of cities and special districts.

Commissioners

Margie Mohler, Chair, City Member
Anne Cottrell, Vice Chair, County Member
Kenneth Leary, Commissioner, Public Member
Beth Painter, Commissioner, City Member
Belia Ramos, Commissioner, County Member
Mariam Aboudamous, Alternate Commissioner,
City Member
Joelle Gallagher, Alternate Commissioner,
County Member
Eve Kahn, Alternate Commissioner, Public Member

Staff / Administrative Office

Brendon Freeman, Executive Officer
Dawn Mittleman Longoria,
Assistant Executive Officer
Gary Bell, Commission Counsel
Stephanie Pratt, Clerk/Jr. Analyst

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

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We wish to express appreciation to the following Napa RCD staff for their assistance:

Lucas Patzek, Executive Director

Frances Knapczyk, Program Director



I. EXECUTIVE SUMMARY

The purpose of a municipal service review (MSR) is to provide an inventory and analysis for improving efficiency, cost-effectiveness, accountability, and reliability of public services provided by cities and special districts. An MSR evaluates the structure and operation of these agencies, highlights agency accomplishments, and discusses possible areas for improvement and coordination. MSRs are used by the Local Agency Formation Commission (LAFCO) when reviewing and, as appropriate, updating a sphere of influence (SOI), and can be used by subject agencies when considering changes in their operations.¹

This report comprehensively reviews municipal services provided by, and the sphere of influence of, the Napa County Resource Conservation District (Napa RCD), an independent special district. The Commission most recently prepared an MSR for Napa RCD in 2016. Napa RCD's SOI was originally established by the Commission in 1985 and most recently reviewed in 2016. This report includes determinative statements based on factors required to be considered as part of the MSR component and also includes a recommendation to affirm the District's SOI with no changes. A map depicting Napa RCD's current jurisdictional boundary and SOI is included in this report as Figure 1.

II. AGENCY OVERVIEW



Napa RCD is charged with protecting and restoring natural resources within a jurisdictional boundary that includes most of Napa County and a small portion of Solano County. The origins of conservation districts date back to the national "Dust Bowl" crisis of the 1930s as drought and attendant soil losses destroyed millions of acres of cropland. On April 27, 1935, in response to the Dust Bowl, Congress established the Soil Conservation Service as part of the United States Department of Agriculture (USDA) for the purpose of conserving natural resources on agricultural lands. To deliver these services locally, state governments began adopting legislation to allow for the formation of conservation districts to provide assistance and leadership in the management of soil and water resources.

In 1945, Napa RCD was formed under California's Soil Conservation District Act to provide non-regulatory soil and water conservation services to farmers and ranchers in Napa County.² Over the years the range of services provided by Napa RCD has expanded to include soil, water, forest, and habitat conservation services for non-agricultural lands, general watershed conservation services for all residents, and public education related to conservation. **Table 1**³ provides an agency profile for Napa RCD. Napa RCD enjoys a special partnership with the U.S. Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) which spans the history of the organization. The agencies share an office, and frequently work together to provide locally led technical and funding assistance to land managers to implement conservation practices on private lands.

¹ This report is presented as part of a process mandated by §56425 and §56430 of the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000.

² This legislation was reorganized in 1975 as part of the Resource Conservation District Act.

³ Range of services and programs are listed in greater detail in "Services and Programs."

Today, Napa RCD’s jurisdictional boundary includes most of Napa County with the exception of those portions of the City of Napa that were incorporated as of 1945. Napa RCD’s jurisdictional boundary also encompasses a small portion of Solano County known as “Cullinan Ranch.” This approximate 2,070-acre area is located in southwestern Solano County and was annexed to Napa RCD in 1952. Cullinan Ranch is owned by the United States Fish and Wildlife Service and is comprised of tidal wetlands providing habitat for a number of native fish, plants, and wildlife species. **Figure 1** provides a map depicting Napa RCD’s current SOI and jurisdictional boundary.

Table 1
NCRCD: Agency Profile

District Formation:	1945
Enabling Legislation:	Public Resources Code, Division 9
District Type:	Independent
District Boundary:	506,200 acres
District Sphere:	507,500 acres
Staff:	14 FTE
FY 22/23 Budget:	\$4.166 million
Services Provided:	Conservation



Boundary and Population

Napa County covers approximately 505,850 acres, of which 94% are unincorporated lands. Although Napa RCD has jurisdiction throughout Napa County (except where noted in the City of Napa), the District’s priority is the conservation, protection, and restoration of agricultural, rural, grazing, farming, parks, and open space land – which constitutes the majority of land in Napa County.

Figure 1

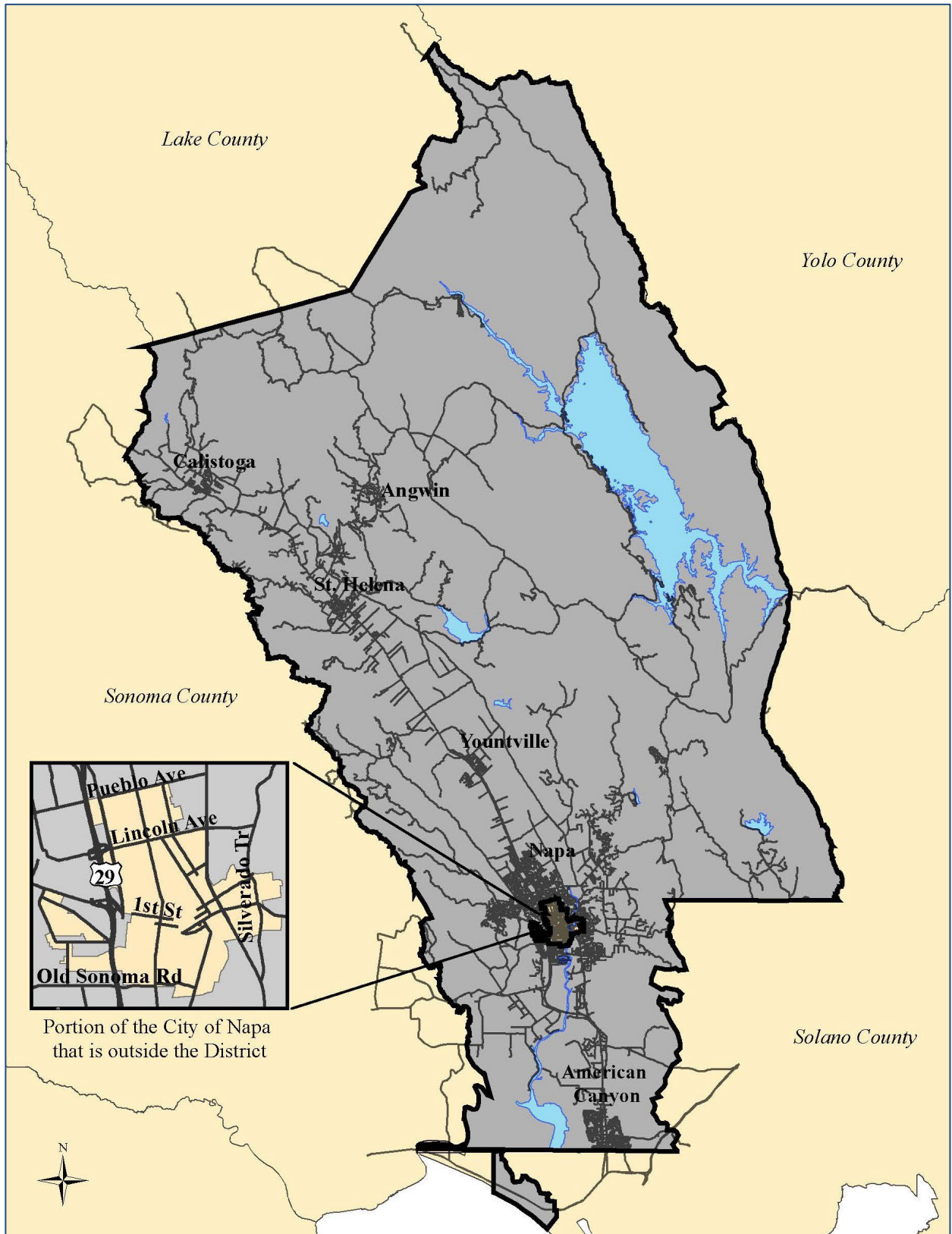


Table 3
Population Projections

Jurisdiction	2015	2025	2040
American Canyon	20,500	22,600	25,280
Calistoga	5,200	5,400	5,600
Napa	78,800	82,800	86,715
St. Helena	5,900	6,100	6,800
Yountville	3,000	3,300	3,535
Unincorporated	26,900	28,400	30,120
Total	140,300	148,600	158,050

Source: ABAG-MTC 2040 Projections

According to the California Department of Conservation, urban growth resulted in the conversion of 696 acres of agricultural lands in Napa County between 2010 and 2016.⁴ More recent statistics show an increase in agricultural land of 353 acres between 2016 and 2018. In this same period urban land increased by 103 acres. These trends are expected to marginally decrease over the next 15 years as population growth in Napa County is projected to increase 0.9 percent as shown in **Table 3**.

Napa County, like many other regions in California, is subject to residential and commercial development to accommodate demands of a growing population. Although local policies have slowed the premature encroachment of urban uses onto open space and agricultural lands, the gradual expansion of urban boundaries and intensification of development underscores the need for Napa RCD to contend with population growth and urban encroachment in a conscientious method that addresses watershed conservation and agricultural needs. In spite of controls on urban encroachment, the Napa County environment has been affected by rural development, such as wineries. This form of development can disrupt habitat corridors and increase the need for fuels management and firefighting to reduce fire risks.

Service Boundary Issues



Napa RCD desires to annex portions of the City of Napa that were incorporated as of 1945, which have been excluded from its boundary since its formation as an independent special district in 1945. This gap area is included in Napa RCD’s SOI and is wholly within the City of Napa. Other than this gap area, Napa RCD’s service area includes all of Napa County. Napa RCD has a long history of programming throughout the City of Napa, including providing technical assistance, educational programs, and monitoring programs. Annexation of this area would allow for Napa RCD’s boundary to accurately reflect the geographic scope of current programming and would provide the following community benefits: the ability for any City of Napa resident to serve on Napa RCD’s governing board; the ability for Napa RCD to locate its office anywhere within the City of Napa; and the ability for Napa RCD Board of Directors to convene a meeting anywhere within the City of Napa.

⁴ This includes lands classified by the California Department of Conservation as grazing land, prime farmland, farmland of statewide importance, unique farmland, and farmland of local importance.

III. MISSION AND GOALS

Mission

Napa RCD has adopted the following mission statement: “To support and empower everyone in Napa County to conserve, protect, and restore natural resources and sustainably manage working lands.”



Strategic Plan

Napa RCD has prepared a Strategic Plan that identifies and promotes service objectives from 2020 through 2024, and it is preparing to complete a new Strategic Plan in the current fiscal year. According to Napa RCD’s 2020-2024 Strategic Plan, the primary focus in the next two years will be on the following actions:

- “Creating ongoing opportunities for all community members to learn from and inspire each other as we actively participate in stewarding our shared resources.
- Providing education, technical assistance, and financial support to help landowners steward their agricultural land, forest land, open spaces, and urban properties.
- Collecting information about the health of our watersheds and sharing that information with community leaders and land managers to help them make sound management decisions for working lands and natural resources.
- Restoring rivers and streams, supporting native vegetation and wildlife habitat, and implementing state-of-the-art agricultural and rangeland practices as well as sustainable wildfire management projects.
- Partnering with other organizations — in Napa County, regionally, and statewide — on large-scale approaches to the most pressing natural resource challenges of our time, including climate change.
- Reflecting Napa RCD’s full commitment to community and conservation through our operations at every level.”



Goals

Napa RCD’s 2020-2024 Strategic Plan is organized in terms of the following specific goals and focus areas:

Goal 1: The communities of Napa County effectively plan for and monitor the health of our watersheds so they provide safe drinking water, sustainable irrigation, and intact natural habitat for native fish, wildlife, and plants.

- Collect, assess, and communicate data and information on the health of Napa County’s watersheds.
- Proactively share watershed health information with partner organizations, community leaders, and residents to inform decision-making.
- Develop a plan to most beneficially use Napa RCD’s Huichica Creek Sustainable Demonstration Farm property in pursuit of the vision, mission, and goals expressed above.
- Increase Napa RCD’s leadership in climate change response and resilience.
- Collaborate with other local organizations to explore the creation of a “Conservation Blueprint” guiding restoration activities for Napa County.
- Provide technical guidance to the Napa County Groundwater Sustainability Agency.
- Collaborate with community partners to plan for increased availability and access to locally produced food in Napa County.



Goal 2: The wild and working lands of Napa County provide environmental and community benefit and are managed in ways that prepare us and build resiliency for climate change.



- Assist private and public landowners and managers in implementing best management practices in erosion control, water management and conservation, soil health, invasive species management, forest health, and climate-smart agriculture. Proactively share watershed health information with partner organizations, community leaders, and residents to inform decision-making.
- Implement in-stream and riparian restoration projects in local watersheds.
- Implement programs to restore native terrestrial habitats in Napa County.
- Work with local and regional partners to implement best landscape management practices to minimize wildfire impacts on human life and property in the urban-wildlands interface and restore natural fire regime patterns in undeveloped areas consistent with a changing climate.
- Expand programs to assist urban residents of Napa County in implementing conservation measures with a focus on climate change mitigation and resilience.

Goal 3: Napa County develops a shared culture of conservation that includes all community members.

- Partner with a diverse array of organizations, including new community partners, to assess community interest, needs, and assets related to natural resources.
- Engage all segments of the Napa County community in the work of Napa RCD.
- Expand youth education programming and youth volunteer programs.
- Expand adult education and volunteer programs to reach throughout the county.



Goal 4: Diverse revenue streams allow Napa RCD to advance its mission and vision.

- Revisit indirect cost rate to be able to incorporate appropriate expenditures into grant and contract cost accounting.
- Cultivate increased support from local governments for restoration and watershed monitoring.
- Become a truly county-wide district by annexing portions of the City of Napa that were incorporated as of 1945.
- Seek additional private funding for Napa RCD programs.
- Increase connections, coordination, collaboration, and partnerships with higher education and science institutions.
- Develop and implement fee-for-service programs for activities such as irrigation evaluations, tree planting, and climate change mitigation.
- Develop a strategic marketing and communications plan to support Napa RCD’s revenue goals.

Goal 5: The Napa RCD Board of Directors and staff have the capacity and tools to implement the strategic plan goals.

- Develop and support a diverse, skilled, and engaged Board of Directors.
- Continue to hire and retain a highly skilled professional staff.
- Sustain Napa RCD’s excellent organizational culture.
- Ensure Napa RCD has the space and equipment needed to reach its goals.



In addition to its Strategic Plan, Napa RCD's Board of Directors unanimously passed a Climate Emergency Resolution in 2022 to acknowledge climate change as one of the greatest challenges of our time and commit the District to the reduction in countywide greenhouse gas emissions to net-zero no later than 2030. The resolution describes key actions which Napa RCD will support and undertake in response to the climate emergency, including:

- It will supply technical expertise, research-based best practices, and collaboration for a regional climate action plan coordinated among public and private entities.
- It will design and deliver objective, science-based programs and advisory services that encourage climate change mitigation in areas such as forest health, watershed sustainability, and regenerative agriculture.
- It will make its outreach, community engagement, and education efforts more effective and efficient.
- It will reduce climate pollutants associated with its internal operations.

IV. DISTRICT OPERATIONS

Public Accountability

Napa RCD coordinates a public education program consisting of newsletters, website, demonstration projects, tours, workshops, presentations to schools and community groups, field trips, development of fact sheets and guides, and other activities. In addition, Napa RCD pursues interest from local news media and invites media representatives to workshops and events.



Napa RCD maintains a primary website, <https://naparcd.org>, as a resource for a broad range of service information. Board meetings are conducted on the second Thursday of each month at the Napa Valley Transit Authority's (NVTA's) Board Room and are open to the public. Napa RCD provides an annual summary of projects, initiatives, and financial standing in its Annual Report.

Governance and Staffing

Napa RCD is governed by an independent board of directors that includes seven Directors appointed in-lieu of election by the Napa County Board of Supervisors. The roles of Napa RCD's Board of Directors are to establish priorities, set policies and guidelines, and oversee general operations. Additionally, Associate Directors serve the organization in an advisory capacity. The Board of Directors meets on the second Thursday of every month. Meetings are posted on-site at NVRTA and Napa RCD's office, on Napa RCD's website, and distributed virtually via email notification.

The Board of Directors appoints an Executive Director who is responsible for managing services and overseeing staff. Napa RCD's staff is comprised of thirteen conservation scientists and outreach and administrative professionals. Staff for Napa RCD is currently comprised of the following positions:

- Coordinator, Youth Education & Forestry
- Environmental Scientist II
- Environmental Scientist III
- Executive Director
- Forestry Program Manager II
- Principal Program Manager, Forestry
- Program Director
- Program Manager, Conservation
- Project Manager, Community Engagement
- Project Manager, Conservation
- Project Manager, Education
- Project Manager, Forestry
- Sustainable Agriculture Program Manager II

Services and Programs

Pursuant to Division 9 of the State of California Public Resources Code, Napa RCD is authorized to operate "for the purposes of soil and water conservation, the control of runoff, the prevention and control of soil erosion, and erosion stabilization, including, but not limited to, these purposes in open areas, agricultural areas, urban development, wildlife areas, recreational developments, watershed management, the protection of water quality and water reclamation, the development of storage and distribution of water, and the treatment of each acre of land according to its needs." Napa RCD provides services in conjunction with the USDA's local NRCS office. This includes sharing an office space, vehicles, equipment, and staff resources. The two agencies work together in their outreach efforts to introduce emerging conservation methods, technologies and science to land managers and residents in Napa County. These agencies also work together in providing leadership in facilitating community and land management forums to encourage the formulation of effective and practical conservational policies and practices. Napa RCD services emphasize public education and information and therefore the District does not have the typical physical infrastructure associated with other special districts.



The services that Napa RCD provides help our community achieve conservation goals by providing technical assistance, educational programs, monitoring programs, and funding sources on issues ranging from fisheries to forest health, soil management, water conservation and quality, and more. We work directly with landowners, land managers, government agencies, non-profits, local schools, and individual or groups of community members. Services and programs provided by Napa RCD include the following:

- Community Engagement
 - School Programs – offering K-12 classes opportunities to get outdoors, improve environmental literacy, and take stewardship action
 - Internships & Scholarships – enhancing local conservation workforce
 - Events – responding to community needs to build stewardship skills and create community
 - Garden Programming – advancing climate-smart landscaping
 - Volunteer Programs – connecting community to action via trash cleanups, habitat restoration, and community science
- Forest Health
 - Forest Planning – providing technical assistance and planning at a variety of geographic scales to facilitate stewardship and access to cost-share funding
 - Tree Planting & Maintenance – taking a science-based approach to planting, maintaining, and monitoring trees for long term success
 - Wildfire Recovery & Resiliency – creating connections to funding for recovery, and building resiliency at the property- and watershed-scale through project planning and implementation
- Sustainable Agriculture
 - Irrigation Efficiency – providing technical assistance, assessments, and cost-share related to drip irrigation efficiency and water security
 - Soil Health & Carbon Farming - providing technical assistance, assessments, and cost-share related to carbon sequestration
 - Habitat Projects - providing technical assistance, assessments, and cost-share related to enhancing pollinator and other habitat on farms
 - LandSmart – providing farmers with pathway to compliance for local water quality regulations
- Watershed Enhancement
 - Environmental Monitoring – monitoring critical indicators of watershed health and project impact, including fish, and wildlife, vegetation, water quality, streamflow, and stream channel characteristics
 - Fish Passage remediating artificial barriers to fish migration and restoring in-stream habitat and riparian corridors
 - Habitat Projects – assessing potential of all properties to provide essential habitat
 - Road Storm-Proofing – reducing sediment deliver from dirt roads, a key pollutant in waterways



Cooperative Efforts

Napa RCD provides individual services to land managers primarily in conjunction with NRCS as well as other organizations. Special demonstration projects, applied conservation research, and general community outreach are used to introduce emerging conservation approaches and technologies to landowners and community leaders. Napa RCD participates in a number of cooperative efforts with public, private, and volunteer organizations with respect to protecting and restoring natural resources in Napa County. An existing memorandum of understanding (MOU) with Sonoma RCD, Gold Ridge RCD, and Mendocino RCD allows Napa RCD to implement the LandSmart conservation program, which encompasses much of its work related to planning and implementation of sustainable agriculture projects. This MOU involves staff from each RCD working closely together along with shared grants, information, and documents. Additionally, Napa RCD is an active member of several regional partnerships and programs, including the North Coast Soil Hub, North Bay Forest Improvement Program, Inner Coast Collaborative under the Regional Forest and Fire Capacity (RFFC) Program, and North Coast RCD Durable Collaboration. At the state level, Napa RCD is a member of the California Association of Resource Conservation Districts and the California Special Districts Association.

Other organizations Napa RCD regularly works with include the following:

- American Canyon Community and Parks Foundation
- California Coastal Commission
- California Department of Conservation
- California Department of Fish and Wildlife
- California Department of Food and Agriculture
- California Department of Forestry and Fire Protection (CAL FIRE)
- California State Coastal Conservancy
- California State Parks
- California State Regional Water Quality Control Boards
- Calistoga Joint Unified School District
- City of American Canyon
- City of Napa
- City of St Helena
- County of Napa*
- Friends of the Napa River
- Land Trust of Napa County
- Napa Communities Firewise Foundation
- Napa County Farm Bureau
- Napa County Farmworker Foundation
- Napa County Flood Control and Water Conservation District**
- Napa County Park and Open Space District
- Napa Green
- Napa Valley Grapegrowers
- Napa Valley Unified School District
- Napa Valley Vintners
- UC Cooperative Extension
- United States Department of Agriculture Natural Resources Conservation Service
- And many more



*Since 1991, Napa RCD has had a contractual agreement with the County of Napa. Initially, the contract covered technical reviews of agricultural erosion control plans. Over time, the agreement has evolved to include assisting the County with watershed education, trainings and workshops, specific watershed assessment and monitoring studies, and forestry and fire resiliency planning and project implementation.

**Napa RCD has had a contractual relationship with the Napa County Flood Control and Water Conservation District since the early 2000's to assist with implementation of the Napa Countywide Stormwater Pollution Prevention Program, stream monitoring, and stream maintenance.

V. FINANCES

Budget Preparation

Napa RCD's Executive Director works with staff in March and April of each fiscal year to draft a budget based upon anticipated revenues and expenses in accordance with the District's budget preparation policy. Napa RCD maintains a Standing Finance Committee that reviews the draft budget prior to it being presented to the Board of Directors as part of a public hearing that generally occurs in May each year. A final budget is presented to Napa RCD's Board of Directors for adoption in June.

Financial Policies

Napa RCD has 11 financial policies:

- Budget Preparation
- Fixed Asset
- Fund Balance
- Revenue Recognition
- Fee for Service
- Petty Cash
- Reimbursement
- Cal-Card Usage
- Purchasing
- Procurement of Professional Services
- Procurement of Construction Services

Napa RCD regularly reviews policies to identify gaps, and adopts new policies as needed. A schedule for periodic policy review and update is tracked and monitored.

Revenues and Expenses

Napa RCD's major source of revenue is fee-for-service contracts and grants. In current and past few years, Napa RCD holds approximately 15 fee-for-service contracts and 25 grants at any given time.

Typically, Napa RCD holds fee-for-service contracts with the following organizations:

- CAL FIRE
- City of Napa
- City of St Helena
- County of Napa
- Napa County Flood Control and Water Conservation District

Typical grantors include the following:

- CAL FIRE
- California Coastal Commission
- California Coastal Conservancy
- California Department of Conservation
- California Department of Fish and Wildlife
- California Department of Food and Agriculture
- California Department of Water Resources
- California Water Resources Control Board
- California Wildlife Conservation Board
- United States Environmental Protection Agency
- United States National Oceanic and Atmospheric Administration
- United States Natural Resources Conservation Service

Additional revenue sources for Napa RCD include donations and property taxes. Although revenue sources are typically short-term, they have consistently increased over the past several years. Major expense categories are:

- Personnel
- Professional Services
- Supplies related to operating natural resource programs.

Napa RCD’s adopted budgets have averaged \$2.75 million over the past five fiscal years. Its adopted budget for the 2022-2023 fiscal year totals \$4.167 million. This amount represents Napa RCD’s total approved expenses or appropriations for the fiscal year. Revenues are budgeted at \$4.585 million and primarily expected to be drawn from contracts, grants, donations, and property tax proceeds. Napa RCD’s adopted revenues and expenses for the last five fiscal years are provided below.

Category	2018-19	2019-20	2020-21	2021-22	2022-23
Adopted Revenues	\$1,705,514	\$2,229,329	\$2,406,662	\$3,363,582	\$4,585,298
Adopted Expenses	\$1,795,870	\$2,029,941	\$2,032,987	\$2,948,479	\$4,166,992
Difference	(\$90,356)	\$199,388	\$373,675	\$415,103	\$418,306

Current Agreements

Napa RCD currently holds the following grant agreements, contracts, joint powers agreements (JPAs), and professional services agreements to implement services and programs. When funding for the contract comes from a source other than the contracting entity, the funding source is noted in parentheses.

- CAL FIRE: Implement North Bay Forest Improvement Program
- CAL FIRE: Professional Services Agreement
- California Coastal Commission: Stream Watch
- California Coastal Conservancy: Wildfire Resiliency Enhancement
- California Department of Conservation: Regional Forest and Fire Capacity Program
- California Department of Food & Agriculture: HSP & SWEEP Technical Assistance
- California Trout: Sulphur Creek Fish Passage Barrier Restoration (CDFW and SCC)
- California Wildlife Conservation Board: Carbon Farm Planning

- CARCD: Monarch education for youth (USFS)
- Carneros/Huichica Streamgages
- City of Napa: Parks & Recreation Support
- City of Napa: Water Division Support
- City of St Helena: York Creek Monitoring
- County of Napa Groundwater Sustainability Agency: Technical Advisory Group
- County of Napa: JPA with Planning, Building and Environmental Services for support of Conservation Regulations, Forestry, Watershed Education, and Watershed Monitoring
- County of Napa Public Works: Napa River Restoration Monitoring (USEPA)
- County of Napa Wildlife Conservation Commission: Monarch Habitat Enhancement
- Gasser Foundation: Fish Passage Barrier Prioritization & Planning
- Land Trust of Napa County: Technical Assistance
- Napa County Ag Commissioner: Weed Management Area (CDFA)
- Napa County Flood Control and Water Conservation District: Fisheries and River Restoration Monitoring (SCC)
- Napa County Flood Control and Water Conservation District: Watershed Maintenance Support, Napa River Monitoring Support, Outfall Monitoring, Napa Countywide Stormwater Support
- Napa County Farm Bureau: Monitoring for Napa River and Sonoma Creek Waste Discharge Requirements
- National Association of Conservation Districts: Forestry and Ag Technical Assistance (USDA NRCS)
- Napa Communities Firewise Foundation: On-call Technical Assistance
- Napa Green: Technical Assistance
- Private Foundation: General Support & Communications Capacity Building
- Treasury Wine Estates: Soil Health (USDA WSARE)
- Tuleyome: Knoxville OHV Road Improvements (Napa County Measure A)
- UC ANR: Cover Crop Research (USDA WSARE)
- USDA Farm Services Agency: Emergency Fire Restoration Program
- USDA Natural Resources Conservation Service: Contribution Agreement for irrigation Technical Assistance
- USDA Natural Resources Conservation Service: Conservation Innovation Grant for North Coast Soil Health Hub

Audited Financial Statements

Napa RCD has annual independent audits and periodically changes auditors as required by law. Larry Bain, CPA, completed Napa RCD's 2016-2017, 2017-2018, and 2018-2019 audits. Beginning with its fiscal year 2019-2020 audit, Napa RCD contracted with Napa County for auditing services through Brown Armstrong Accountancy Corporation. Napa RCD engages the Napa County Auditor-Controller in preparing for its annual audit and presenting results to its Board of Directors.

Recent audits reveal that revenues have exceeded expenditures in four of the past five fiscal years. Actual revenues and expenses for Napa RCD over the last five fiscal years are provided below.

Category	2016-17	2017-18	2018-19	2019-20	2020-21
Actual Revenues	\$1,494,384	\$1,381,042	\$1,487,718	\$2,198,450	\$1,958,532
Actual Expenses	\$1,486,348	\$1,289,881	\$1,502,637	\$2,111,693	\$1,886,867
Difference	\$8,036	\$91,161	(\$14,919)	\$86,757	\$71,665

Napa RCD’s 2020-2021 audit identifies that the District received revenues totaling \$1.959 million and incurred expenses totaling \$1.887 million, resulting in a total operating income of \$71,665 during the fiscal year. Napa RCD received approximately 80% of its revenue from federal, state, and local grants and contracts. The remaining portion of Napa RCD’s revenue is drawn from its proportional share of property tax assessments, and interest on investment funds. Total grants and contributions increased by about 33% after 2018-19. Audited revenue amounts by sources are summarized below.

Revenue Sources	2016-17	2017-18	2018-19	2019-20	2020-21
Taxes	\$312,649	\$341,639	\$365,276	\$392,623	\$402,920
Intergovernmental	\$967,114	\$811,190	\$784,683	\$1,453,163	\$1,209,479
Other: Charges for Services, Other Grants, Sales, and Donations/Contributions	\$214,621	\$228,213	\$337,759	\$161,629	\$346,133
Total	\$1,494,384	\$1,381,042	\$1,487,718	\$2,198,450	\$1,958,532

Approximately 67% of Napa RCD’s expenditures relate to staff salaries and benefits. The remaining 33% of Napa RCD’s expenses relate to grant services and supplies.



As shown in **Table 4**, Napa RCD had \$2.045 million in total assets and \$0.921 million in total liabilities as of June 30, 2021. Napa RCD had \$1.383 million in current assets including cash, accounts receivable, and short-term investments. Long-term assets totaled \$0.662 million. Napa RCD maintains a fund balance that is reasonable to cover anticipated operating expenses for approximately three months. Napa RCD has sufficient current assets to meet current liabilities with a ratio of 8.7:1. Long-term debt is in the form of compensated absences.

Napa RCD has established \$475,000 of its fund balance for budget stabilization. Napa RCD’s unassigned general fund balance as of June 30, 2021 totaled \$584,906, which is available for any purpose. Napa RCD’s fund balance policy ensures the District maintains an adequate total fund balance equivalent to a minimum of two months operating expenses. While not technically categorized as reserves, this fund balance amount serves a similar purpose to ensure Napa RCD is protected against significant economic downturns and unforeseen emergencies. Napa RCD’s unassigned fund balance at the end of each of the last five fiscal years is provided below.

Table 4
Balance Sheet Ending June 30, 2021

Assets	Amount
Current Assets	\$1,382,986
Capital assets, net of depreciation	\$472,555
Deferred outflows - pensions	\$189,682
Total Assets	\$2,045,223
Current Liabilities	\$158,233
Non-Current Liabilities	\$762,961
Total Liabilities	\$921,194
Deferred inflows of resources-pensions	\$84,532
Total Deferred Inflows of Resources	\$84,532
Invested in Capital Assets, net of related debt	\$472,555
Unrestricted equity	\$566,942
Total Net Assets	\$1,039,497

Source: NCRCD Audited Financial Statements, 2020-2021 (Brown Armstrong, CPAs)

	2016-17	2017-18	2018-19	2019-20	2020-21
Committed Fund Balance	\$475,000	\$475,000	\$475,000	\$475,000	\$475,000
Unassigned Fund Balance	\$235,035	\$326,319	\$334,707	\$422,062	\$584,906
Total	\$710,035	\$801,319	\$809,707	\$897,062	\$1,059,906

Financial Issues

A key financial issue for Napa RCD is that its revenue stream is heavily dependent on competitive grant funding. The dependency on grants to fund its service operations requires extensive work by Napa RCD to continually apply and maintain due to increasing competition. Additionally, many grant programs limit indirect cost rates which make it difficult for the agency to recoup its costs. The result is that Napa RCD is financially reliant on a revenue stream that is subject to fluctuations and imposes burdensome cost restrictions. Its other main revenue source is property tax-based assessments that increase slowly and may be subject to fluctuations in the economy. Napa RCD completed a fund development strategy in 2014 which focused on diversification of funding sources through pursuing private foundations and donors. Since then, Napa RCD has made several strides towards acquiring general support and project funding from local and regional foundations, and has increased its donations from individuals steadily each year through participation in the Napa Valley Give! Guide. This year Napa RCD launched the Million Trees

Program to support forest stewardship projects and has raised more funding from individual private donors than it ever has before. Another key component to financial security is regional partnership development, such as LandSmart, North Coast Soil Hub, North Bay Forest Improvement Program, and Inner Coast Regional Fire and Forestry Collaborative, and development of direct funding relationships between state agencies and these collaborations.



VI. MUNICIPAL SERVICE REVIEW DETERMINATIONS

The following determinations address the service and governance factors enumerated for consideration by the Commission under G.C. §56430 as well as required by local policy. These factors range in scope from considering infrastructure needs and deficiencies to relationships with growth management policies. The determinations serve as independent conclusions of the Commission on the key issues underlying growth and development within the affected community and are based on information collected, analyzed, and presented in this report and are specific only to Napa RCD.

Growth and Population Projections

- a) Napa RCD’s jurisdictional boundary includes most of Napa County with the exception of an approximate 1,300-acre inhabited portion of the City of Napa. While specific population projections are not available, all 140,300 people currently residing in Napa County (as estimated by the Association of Bay Area Governments) benefit from Napa RCD’s conservation services.
- b) The Association of Bay Area Governments projects an annual population growth rate for Napa County of 0.6 percent over the next 10 years. Although limited, this projected growth rate will contribute to the intensification of land uses and result in the continued demand for conservation services in Napa County.
- c) It is the policy of the County of Napa to direct urban development to the incorporated areas and to preserve surrounding lands for agricultural and open-space uses through restrictive zoning standards. This policy is reflected in the land use policies of the five incorporated cities and town and helps to ensure that agriculture and open-space remain predominant land uses within Napa RCD’s jurisdictional boundary.



Present and Planned Capacity of Public Facilities, Adequacy of Public Services, and Infrastructure Needs or Deficiencies



- a) Napa RCD does not own or maintain substantial infrastructure or equipment. Napa RCD relies on staff resources to deliver information and technical assistance to private landowners, organizations, and local jurisdictions involving its conservation services.
- b) Napa RCD has made a measurable investment in staff over the last 20 years. The increase in staff corresponds with Napa RCD’s decision to expand the scope of its conservation services to address watershed and urban resource management issues.

Financial Ability to Provide Services

- a) Napa RCD is primarily funded by intergovernmental revenues, including contracts and grants. The dependency on contracts and grants to fund its conservation services makes Napa RCD financially reliant on a revenue stream that is subject to fluctuations. Napa RCD would benefit from securing a more stable source of revenues.
- b) Napa RCD serves as an instrument in securing federal and state grants that would not be otherwise available to fund conservation services in Napa County.

Status and Opportunities for Shared Facilities

- a) Napa RCD maintains a long-standing partnership with the United States Department of Agriculture's Natural Resources Conservation Service. This partnership, which includes the sharing of office space, equipment, and staff resources, is formalized through a memorandum of understanding, and helps to coordinate and enhance local conservation activities.
- b) Napa RCD works with local agencies, citizens, and organizations on a variety of watershed protection and flood prevention projects in Napa County. These projects range from monitoring stream flows to organizing volunteer stewardship groups and help to connect private and public interests to serve common conservation goals.

Accountability for Community Service Needs, Including Government Structure and Operational Efficiencies

- a) Napa RCD is the only public agency authorized to provide a full range of soil and water conservation services within its jurisdictional boundary. The conservation services provided by Napa RCD are important in restoring and protecting the community's natural resources.

Location and Characteristics of Any Disadvantaged Unincorporated Communities within or Contiguous to the Existing Sphere of Influence

- a) No disadvantaged unincorporated communities meeting the definition under State law and local policy have been identified anywhere in Napa County. Furthermore, there are no disadvantaged unincorporated communities located within the immediate vicinity of the portion of Napa RCD that extends into Solano County.

Other Local Policy Issues

- a) Do agency operations affect the Agricultural Preserve and the voter approved Measure P?

Napa RCD provides a positive impact on these established land use ordinances by providing needed technical assistance for the long-term viability of agriculture in the County. Napa RCD does not have any land use planning function.



- b) Does the agency have any existing outside service agreements?

No.

- c) Are there joint power agreements (JPA) involving the direct provision of public services?

Napa RCD is a participant in a variety of JPAs as noted in the report section “Current Agreements”. As noted, Napa RCD has a variety of cooperative agreements with relevant service providers.

- d) Does the agency affect the growth goals and policies of the land use authorities in Napa County?

Special districts, such as Napa RCD, have no authority over land use and hence no direct participation on the policy level that would connect the activities of the District with regional growth. However, Napa RCD’s services support the preservation of agricultural and open space lands consistent with the growth goals and policies of the County of Napa.

- e) Do agency operations affect climate change?

Napa RCD’s programs focus on conserving, protecting, and restoring natural resources and sustainably managing working lands. Napa County, its residents, economy, and environment have experienced adverse and severe effects associated with climate change, including more severe wildfire seasons, rising temperatures, and severe droughts. This has motivated a shift both in the demand for Napa RCD’s programs and their design.

For instance, the agricultural sector has been demanding more financial and technical assistance related to water conservation and climate-friendly practices. Napa RCD has responded by securing additional state and federal grant funding to provide this support. For instance, Napa RCD was awarded funding to provide technical assistance to prospective applicants and awardees of CDFA's Climate Smart



Agriculture programs, as well as funding under a CA Wildlife Conversation Board block grant to support carbon farm plan implementation across the county. To date, Napa RCD has utilized grant funding to complete 78 carbon farm plans covering 4,900 acres in Napa County using a methodology it pioneered for vineyards in partnership with neighboring resource conservation districts, UC

Cooperative Extension, and USDA. It has also conducted 179 irrigation evaluations and helped many growers implement new irrigation management methods and technologies to improve on-farm water use efficiency. Napa RCD is co-located and has a unique relationship with the USDA NRCS and has been increasingly supporting the federal agency in deploying its assistance programs, primarily the Environmental Quality Incentives Program (EQIP) and Conservation Stewardship Program (CSP), as demand for them has grown.

Motivated by more frequent and severe wildfires and significant tree die-offs resulting from climate stressors, Napa RCD has significantly expanded its forest health program over the last five years. Its primary focus is on providing technical and financial assistance to private and public forestland owners, educating community members, and supporting collaboration and capacity-building in this area. Napa RCD partnered with resource conservation districts and non-profits in neighboring counties to develop the North Bay Forest Improvement Program to support planning and implementation of forest management projects on private properties. Napa RCD also helped secure a Regional Conservation Partnership Program to increase USDA funded technical and financial assistance related to vegetative fuels management in the region. Napa RCD was awarded a block grant from the CA Department of Conservation to administer Regional Forest and Fire Capacity Program to support technical capacity building, peer networking to advance the dissemination of best practices, and coordination. Following the 2020 wildfires, Napa RCD became the technical assistance provider to the USDA for its Emergency Forest Restoration Program deployment in Napa County.



Is climate change expected to affect agency operations in the future?

In 2022, Napa RCD adopted a resolution committing to action on the global climate emergency with the goal of achieving net zero climate pollution by or before 2030. Napa RCD acknowledges that climate change is one of the greatest challenges of our time and is expected to impact our entire society and biological support systems, and through its resolution describes key actions it will support and undertake in response in the coming years.

These actions are anticipated to include:

- Supplying technical expertise, research-based best practices, and collaboration for a regional climate action plan coordinated among public and private entities.
- Designing and delivering objective, science-based programs and advisory services that encourage climate change mitigation in areas such as forest health, watershed sustainability, and regenerative agriculture.
- Making outreach, community engagement, and education efforts more effective and efficient.
- Reducing climate pollutants associated with internal operations.



- f) Does the agency enhance or hinder housing goals, including affordable housing and workforce housing?

Special districts, such as Napa RCD, have no authority over land use and hence no direct participation on the policy level that would connect the activities of the District with housing goals.

- g) Is the agency identified in regional transportation plans?

No.

- h) Are there cumulative service impacts related to current and planned development?

No. Napa RCD has no land use authority.

VII. SPHERE OF INFLUENCE REVIEW

The analysis conducted as part of the municipal service review portion of this study identifies that Napa RCD is providing an adequate and effective level of conservation services within its jurisdictional boundary. These conservation services have been instrumental in enhancing and restoring natural resources for the benefit of both rural and urban areas and have contributed to the preservation of local agricultural and open space lands. Napa RCD has developed sufficient capacities and service programs to continue to provide an effective level of conservation services within its existing SOI. Based on outreach to resource conservation districts in neighboring counties, no additional areas beyond Napa RCD's existing SOI appear to require services that could be provided by the District within the timeframe of this SOI review.

Adoption of Sphere of Influence and Subsequent Reviews

Napa RCD's SOI was originally adopted by the Commission in 1985. The SOI was designated to include all incorporated and unincorporated lands in Napa County as well as approximately 2,070 acres in Solano County, the latter of which was annexed into Napa RCD in 1952. The Commission affirmed Napa RCD's SOI with no changes in 2007 and 2016 as part of comprehensive reviews.

Jurisdictional Boundary and Land Use Authorities

Napa RCD's SOI encompasses approximately 507,500 total acres. Of this amount, approximately 1,300 contiguous acres are located outside Napa RCD's jurisdictional boundary. This portion of the SOI represents the City of Napa's incorporated boundary as of 1945, which was excluded from Napa RCD at the time of its formation. Annexation of these 1,300 acres would require Napa RCD to submit an application to the Commission, including associated application fees along with a final map and geographic description consistent with the requirements of the State Board of Equalization. A map depicting Napa RCD's current SOI and jurisdictional boundary is provided in this report as Figure 1.

Napa RCD operates under the land use authorities of seven local jurisdictions. These jurisdictions include the Counties of Napa and Solano, Cities of American Canyon, Calistoga, Napa, St. Helena, and the Town of Yountville. In addition, the Federal Government owns a substantial portion of unincorporated land in northeast Napa County, including the shoreline of Lake Berryessa. The State of California also owns a substantial portion of unincorporated wetlands in south Napa County. These lands are not subject to local land use policies.

VIII. SPHERE OF INFLUENCE RECOMMENDATION

It is recommended that the Commission affirm Napa RCD's existing SOI, which includes all lands in Napa County as well as the Cullinan Ranch area in Solano County. Pursuant to California Government Code §56425(e), the following statements have been prepared in support of the recommendation:

Present and Planned Land Use

The present and future land uses in the area are planned for in the general plans prepared by the seven land use authorities whose jurisdictions overlap the jurisdictional boundary of Napa RCD. The exercise of Napa RCD's conservation services, which benefit both urban and non-urban areas, will not affect the level or type of development identified in the general plans of the land use authorities.

Present and Probable Need for Public Facilities and Services

Napa RCD's provision of conservation services helps to ensure the protection and restoration of natural resources, which are essential to the social and economic health of the area.

Present Capacity and Adequacy of Public Services

Napa RCD has developed policies, service plans, and programs to provide adequate and effective conservation services for the area.

Social and Economic Communities of Interest

The social and economic health of the area is measurably enhanced by the conservation services provided by Napa RCD.

Present and Probable Need for Public Services for Disadvantaged Unincorporated Communities

No disadvantaged unincorporated communities meeting the definition under State law and local policy have been identified anywhere in Napa County. Furthermore, there are no disadvantaged unincorporated communities located within the immediate vicinity of the portion of Napa RCD that extends into Solano County.

RESOLUTION NO. _____

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

**MUNICIPAL SERVICE REVIEW AND SPHERE OF INFLUENCE REVIEW FOR
NAPA COUNTY RESOURCE CONSERVATION DISTRICT**

WHEREAS, the Local Agency Formation Commission of Napa County, hereinafter referred to as the “Commission”, adopted a schedule to conduct studies of the provision of municipal services within Napa County and studies of spheres of influence of the local governmental agencies whose jurisdictions are within Napa County; and

WHEREAS, a “Municipal Service Review and Sphere of Influence Review” has been prepared for Napa County Resource Conservation District (NCRCD or “Napa RCD”) pursuant to said schedule and the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, commencing with section 56000 of the California Government Code; and

WHEREAS, a written report on the municipal service review has been prepared considering the adequacy of governmental services provided by NCRCD and the Executive Officer recommends affirming the existing sphere of influence of NCRCD with no changes; and

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

WHEREAS, on August 7, 2023, the Commission considered a draft Municipal Service Review and Sphere of Influence Review for NCRCD and invited public comment thereon;

WHEREAS, the Commission heard and fully considered all the evidence presented at its public meetings concerning the Municipal Service Review and Sphere of Influence Review for NCRCD on August 7, 2023 and October 2, 2023;

WHEREAS, as part of the Municipal Service Review, the Commission is required pursuant to California Government Code section 56430 to make a statement of written determinations with regards to certain factors; and

WHEREAS, in considering the review of NCRCD’s sphere of influence, the Commission also 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 Commission finds and determines the Municipal Service Review is exempt from further environmental review under the California Environmental Quality Act (hereinafter “CEQA”) pursuant to California Code of Regulations Section, Title 14, 15306. This finding is based on the Commission determining with certainty that the Municipal Service Review is limited to basic data collection, research, and resource evaluation activities which do not result in a serious or major disturbance to any environmental resource.
2. Having reviewed the municipal services provided by NCRCD, pursuant to California Government Code section 56430, the Commission adopts the statement of determinations prepared as part of the municipal service review as set forth in Exhibit One, which is attached hereto and hereby incorporated by reference.
3. In determining the sphere of influence for NCRCD, pursuant to California Government Code section 56425, the Commission adopts the statement of determinations set forth in Exhibit Two, which is attached hereto and hereby incorporated by reference.
4. The Commission finds and determines the affirmation of NCRCD’s existing sphere of influence with no changes is exempt from further review under the California Environmental Quality Act pursuant to California Code of Regulations Section 15061(b)(3). This finding is based on the Commission determining with certainty that the affirmation of the existing sphere will have no possibility of significantly effecting the environment given no new land use or municipal service authority is granted.
5. The Commission hereby affirms the sphere of influence of NCRCD without modification, as shown in Exhibit Three.
6. The effective date of this sphere of influence review shall be the date of adoption set forth below.
7. The Commission hereby directs staff to file a Notice of Exemption for the Municipal Service Review and Sphere of Influence Review for NCRCD in compliance with CEQA.

The foregoing resolution was duly and regularly adopted by the Commission at a public meeting held on October 2, 2023, after a motion by Commissioner _____, seconded by Commissioner _____, by the following vote:

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

Margie Mohler
Commission Chair

ATTEST: _____
Brendon Freeman
Executive Officer

Recorded by: Stephanie Pratt
Clerk/Jr. Analyst

DRAFT

EXHIBIT ONE**STATEMENT OF DETERMINATIONS****NAPA COUNTY RESOURCE CONSERVATION DISTRICT
MUNICIPAL SERVICE REVIEW**

1. Growth and population projections for the affected area (Government Code 56430(a)(1)):
 - a) Napa RCD's jurisdictional boundary includes most of Napa County with the exception of an approximate 1,300-acre inhabited portion of the City of Napa. While specific population projections are not available, all 140,300 people currently residing in Napa County (as estimated by the Association of Bay Area Governments) benefit from Napa RCD's conservation services.
 - b) The Association of Bay Area Governments projects an annual population growth rate for Napa County of 0.6 percent over the next 10 years. Although limited, this projected growth rate will contribute to the intensification of land uses and result in the continued demand for conservation services in Napa County.
 - c) It is the policy of the County of Napa to direct urban development to the incorporated areas and to preserve surrounding lands for agricultural and open-space uses through restrictive zoning standards. This policy is reflected in the land use policies of the five incorporated cities and town and helps to ensure that agriculture and open-space remain predominant land uses within Napa RCD's jurisdictional boundary.
2. The location and characteristics of any disadvantaged unincorporated communities within or contiguous to spheres of influence (Government Code 56430(a)(2)):
 - a) No disadvantaged unincorporated communities meeting the definition under State law and local policy have been identified anywhere in Napa County. Furthermore, there are no disadvantaged unincorporated communities located within the immediate vicinity of the portion of Napa RCD that extends into Solano County.
3. Present and planned capacity of public facilities and adequacy of public services, including infrastructure needs or deficiencies (Government Code 56430(a)(3)):
 - a) Napa RCD does not own or maintain substantial infrastructure or equipment. Napa RCD relies on staff resources to deliver information and technical assistance to private landowners, organizations, and local jurisdictions involving its conservation services.
 - b) Napa RCD has made a measurable investment in staff over the last 20 years. The increase in staff corresponds with Napa RCD's decision to expand the scope of its conservation services to address watershed and urban resource management issues.

4. Financial ability of agencies to provide services (Government Code 56430(a)(4)):
 - a) Napa RCD is primarily funded by intergovernmental revenues, including contracts and grants. The dependency on contracts and grants to fund its conservation services makes Napa RCD financially reliant on a revenue stream that is subject to fluctuations. Napa RCD would benefit from securing a more stable source of revenues.
 - b) Napa RCD serves as an instrument in securing federal and state grants that would not be otherwise available to fund conservation services in Napa County.
5. Status of, and opportunities for, shared facilities (Government Code 56430(a)(5)):
 - a) Napa RCD maintains a long-standing partnership with the United States Department of Agriculture's Natural Resources Conservation Service. This partnership, which includes the sharing of office space, equipment, and staff resources, is formalized through a memorandum of understanding and helps to coordinate and enhance local conservation activities.
 - b) Napa RCD works with local agencies, citizens, and organizations on a variety of watershed protection and flood prevention projects in Napa County. These projects range from monitoring stream flows to organizing volunteer stewardship groups and help to connect private and public interests to serve common conservation goals.
6. Accountability for community service needs, including governmental structure and operational efficiencies (Government Code 56430(a)(6)):
 - a) Napa RCD is the only public agency authorized to provide a full range of soil and water conservation services within its jurisdictional boundary. The conservation services provided by Napa RCD are important in restoring and protecting the community's natural resources.
7. Any other matter related to effective or efficient service delivery, as required by commission policy (Government Code 56430(a)(7)):
 - a) Do agency operations affect the Agricultural Preserve and the voter approved Measure P?

Napa RCD provides a positive impact on these established land use ordinances by providing needed technical assistance for the long-term viability of agriculture in the County. Napa RCD does not have any land use planning function.
 - b) Does the agency have any existing outside service agreements?

No.

- c) Are there joint power agreements (JPA) involving the direct provision of public services?

Napa RCD is a participant in a variety of JPAs as noted in the report section “Current Agreements”. As noted, Napa RCD has a variety of cooperative agreements with relevant service providers.

- d) Does the agency affect the growth goals and policies of the land use authorities in Napa County?

Special districts, such as Napa RCD, have no authority over land use and hence no direct participation on the policy level that would connect the activities of the District with regional growth. However, Napa RCD’s services support the preservation of agricultural and open space lands consistent with the growth goals and policies of the County of Napa.

- e) Do agency operations affect climate change?

Napa RCD’s programs focus on conserving, protecting, and restoring natural resources and sustainably managing working lands. Napa County, its residents, economy, and environment have experienced adverse and severe effects associated with climate change, including more severe wildfire seasons, rising temperatures, and severe droughts. This has motivated a shift both in the demand for Napa RCD’s programs and their design.

For instance, the agricultural sector has been demanding more financial and technical assistance related to water conservation and climate-friendly practices. Napa RCD has responded by securing additional state and federal grant funding to provide this support. For instance, Napa RCD was awarded funding to provide technical assistance to prospective applicants and awardees of CDFG’s Climate Smart Agriculture programs, as well as funding under a CA Wildlife Conservation Board block grant to support carbon farm plan implementation across the county. To date, Napa RCD has utilized grant funding to complete 78 carbon farm plans covering 4,900 acres in Napa County using a methodology it pioneered for vineyards in partnership with neighboring resource conservation districts, UC Cooperative Extension, and USDA. It has also conducted 179 irrigation evaluations and helped many growers implement new irrigation management methods and technologies to improve on-farm water use efficiency. Napa RCD is co-located and has a unique relationship with the USDA NRCS and has been increasingly supporting the federal agency in deploying its assistance programs, primarily the Environmental Quality Incentives Program (EQIP) and Conservation Stewardship Program (CSP), as demand for them has grown.

Motivated by more frequent and severe wildfires and significant tree die-offs resulting from climate stressors, Napa RCD has significantly expanded its forest health program over the last five years. Its primary focus is on providing technical and financial assistance to private and public forestland owners, educating community members, and supporting collaboration and capacity-building in this area. Napa RCD partnered with resource conservation districts and non-profits in neighboring counties to develop the North Bay Forest Improvement Program to support planning and implementation of forest management projects on private properties. Napa RCD also helped secure a Regional Conservation Partnership Program to increase USDA funded technical and financial assistance related to vegetative fuels management in the region. Napa RCD was awarded a block grant from the CA Department of Conservation to administer Regional Forest and Fire Capacity Program to support technical capacity building, peer networking to advance the dissemination of best practices, and coordination. Following the 2020 wildfires, Napa RCD became the technical assistance provider to the USDA for its Emergency Forest Restoration Program deployment in Napa County.

Is climate change expected to affect agency operations in the future?

In 2022, Napa RCD adopted a resolution committing to action on the global climate emergency with the goal of achieving net zero climate pollution by or before 2030. Napa RCD acknowledges that climate change is one of the greatest challenges of our time and is expected to impact our entire society and biological support systems, and through its resolution describes key actions it will support and undertake in response in the coming years. These actions are anticipated to include:

- Supplying technical expertise, research-based best practices, and collaboration for a regional climate action plan coordinated among public and private entities.
- Designing and delivering objective, science-based programs and advisory services that encourage climate change mitigation in areas such as forest health, watershed sustainability, and regenerative agriculture.
- Making outreach, community engagement, and education efforts more effective and efficient.
- Reducing climate pollutants associated with internal operations.

f) Does the agency enhance or hinder housing goals, including affordable housing and workforce housing?

Special districts, such as Napa RCD, have no authority over land use and hence no direct participation on the policy level that would connect the activities of the District with housing goals.

g) Is the agency identified in regional transportation plans?

No.

h) Are there cumulative service impacts related to current and planned development?

No. Napa RCD has no land use authority.

DRAFT

EXHIBIT TWO

STATEMENT OF DETERMINATIONS

**NAPA COUNTY RESOURCE CONSERVATION DISTRICT
SPHERE OF INFLUENCE REVIEW**

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

The present and future land uses in the area are planned for in the general plans prepared by the seven land use authorities whose jurisdictions overlap the jurisdictional boundary of Napa RCD. The exercise of Napa RCD's conservation services, which benefit both urban and non-urban areas, will not affect the level or type of development identified in the general plans of the land use authorities.

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

Napa RCD's provision of conservation services helps to ensure the protection and restoration of natural resources, which are essential to the social and economic health of the area.

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)):

Napa RCD has developed policies, service plans, and programs to provide adequate and effective conservation services for the area.

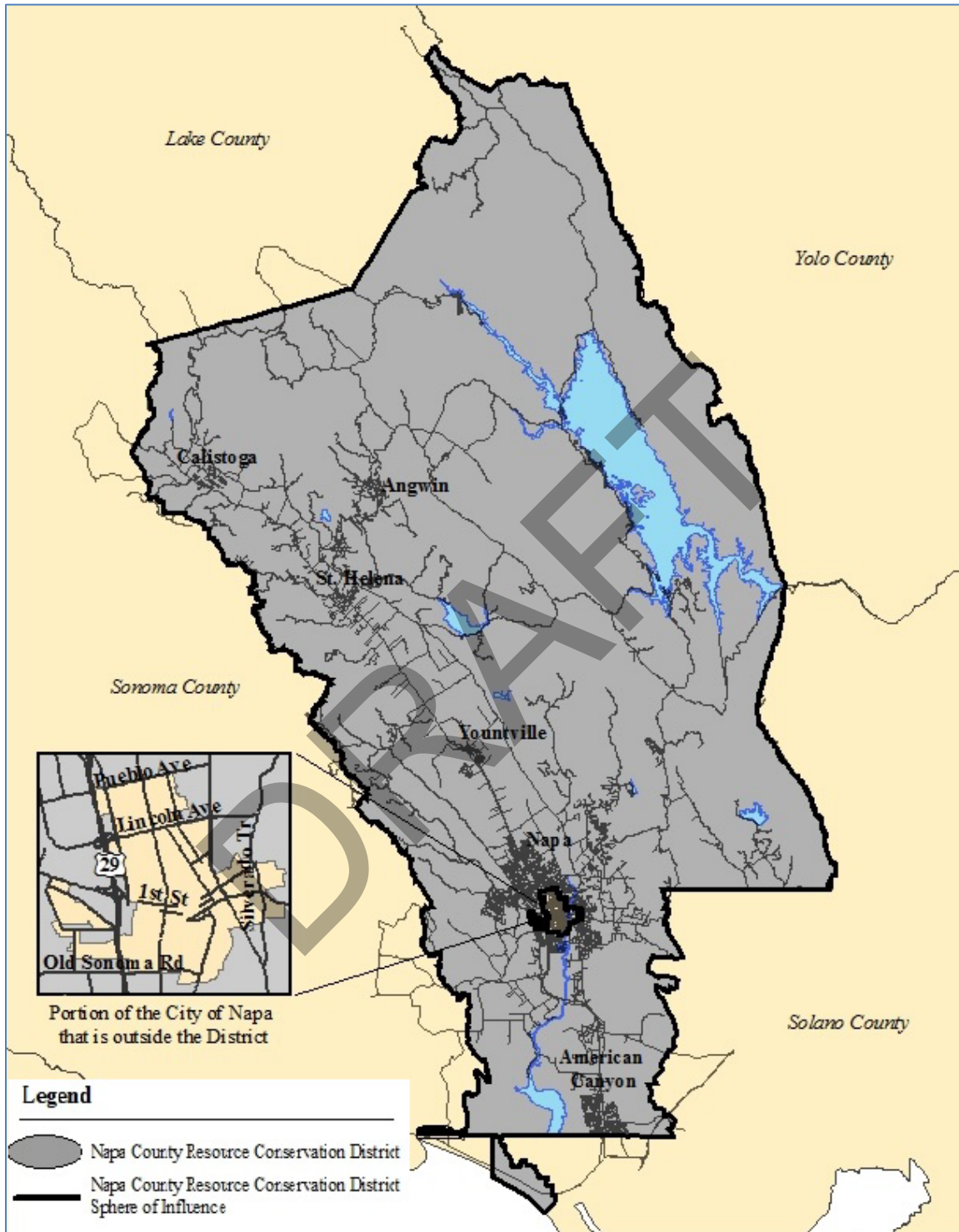
4. The existence of any social or economic communities of interest in the sphere if the Commission determines that they are relevant to the agency (Government Code 56425(e)(4)):

The social and economic health of the area is measurably enhanced by the conservation services provided by Napa RCD.

5. 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 public facilities and services of any disadvantaged unincorporated communities within the existing sphere of influence. (Government Code 56425(e)(5)):

No disadvantaged unincorporated communities meeting the definition under State law and local policy have been identified anywhere in Napa County. Furthermore, there are no disadvantaged unincorporated communities located within the immediate vicinity of the portion of Napa RCD that extends into Solano County.

EXHIBIT THREE





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 7a (Action)

TO: Local Agency Formation Commission
PREPARED BY: Dawn Mittleman Longoria, Assistant Executive Officer DML
Stephanie Pratt, Clerk/Jr. Analyst SP
MEETING DATE: October 2, 2023
SUBJECT: Proposed Green Island Road No. 3 Annexation to the American Canyon Fire Protection District and Associated CEQA Findings

RECOMMENDATION

Adopt the Resolution of the Local Agency Formation Commission of Napa County Making Determinations – Green Island Road No. 3 Annexation to the American Canyon Fire Protection District (ACFPD) making California Environmental Quality Act (CEQA) findings and approving the proposed annexation (Attachment One). Standard conditions are also recommended.

BACKGROUND AND SUMMARY

Applicant: ACFPD (resolution)
Proposed Action: Annexation to ACFPD
Assessor Parcel Numbers: 058-030-041
Location: 1661 Green Island Road
Area Size: 157 acres
Jurisdiction: County of Napa ("County")
Sphere of Influence Consistency: Yes
Policy Consistency: Yes
Tax Sharing Agreement: Yes
Landowner Consent: 100%
Protest Proceedings: Waived
CEQA: Exempt
Current Land Uses: commercial vineyard operations

Purpose: Annexation would confirm the historic practice of ACFPD providing service to the affected territory since at least 1992.
Development Plans: None
Development Potential: County General Plan would not allow subdivision (minimum lot size 160 acres).
Application: Attachment Two
Maps of Affected Territory: Following pages

Margie Mohler, Chair
Councilmember, Town of Yountville

Anne Cottrell, Vice Chair
County of Napa Supervisor, 3rd District

Kenneth Leary, Commissioner
Representative of the General Public

Beth Painter, Commissioner
Councilmember, City of Napa

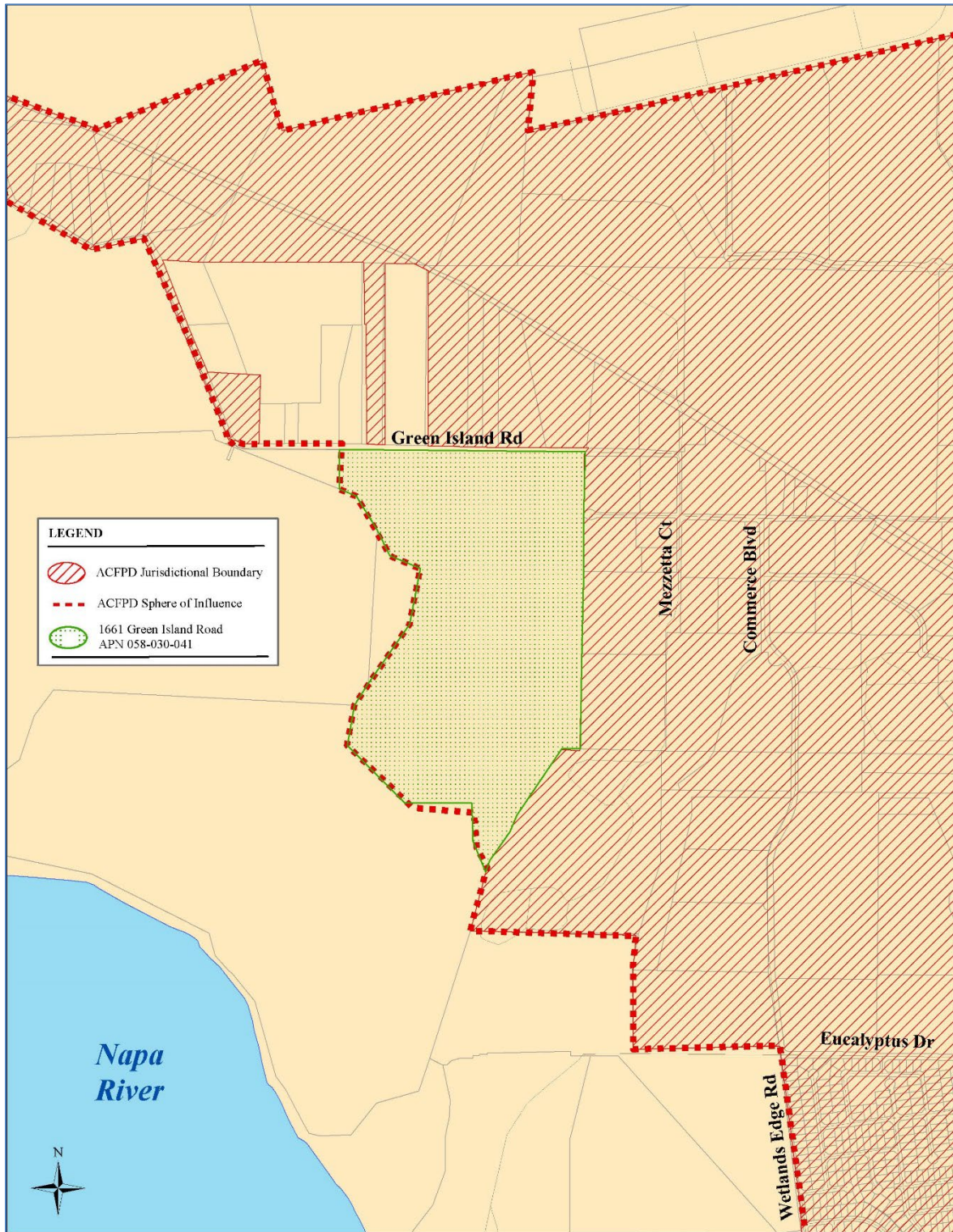
Belia Ramos, Commissioner
County of Napa Supervisor, 5th District

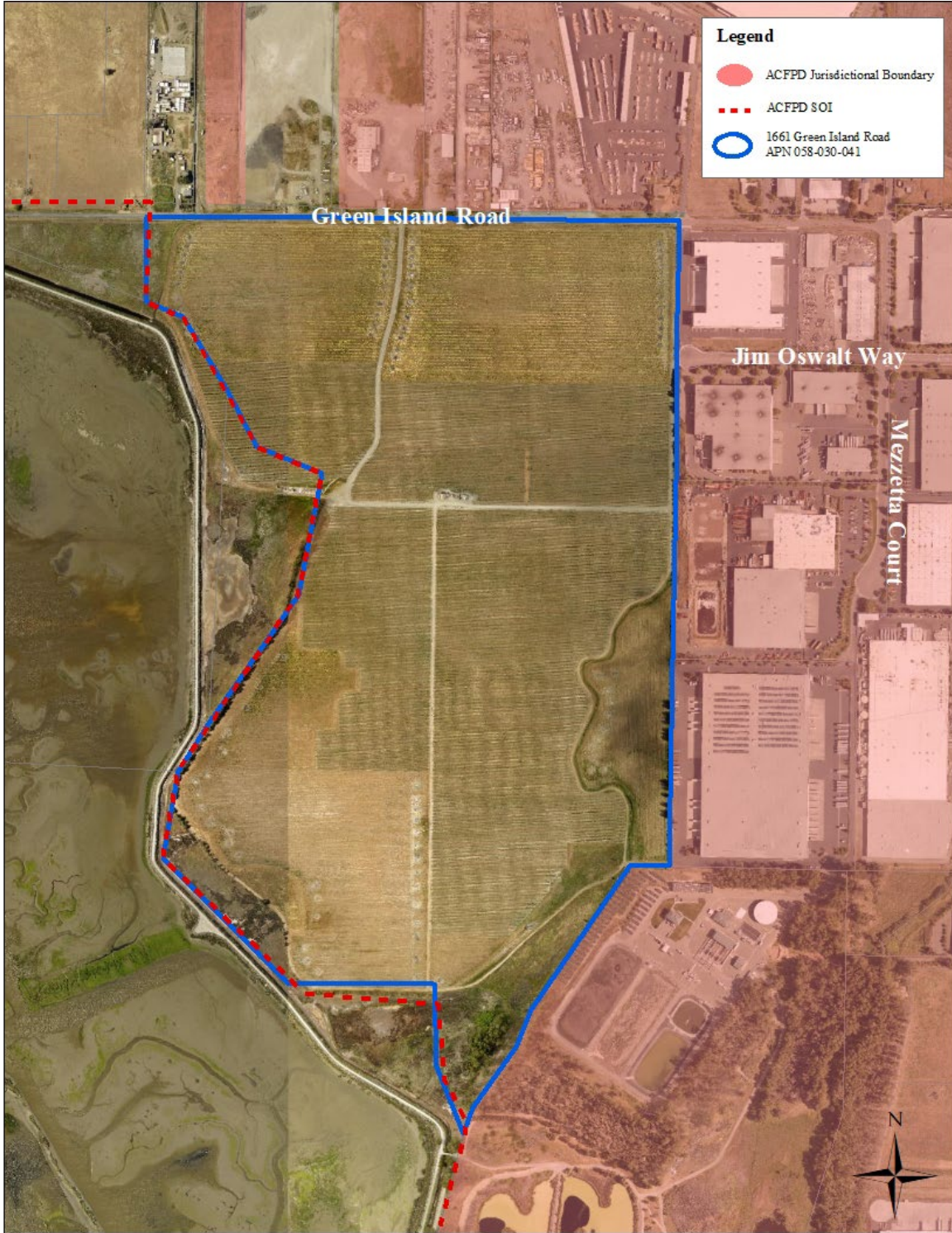
Eve Kahn, Alternate Commissioner
Representative of the General Public

Mariam Aboudamous, Alternate Commissioner
Councilmember, City of American Canyon

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

Brendon Freeman
Executive Officer





DISCUSSION

Factors for Commission Determinations

Mandated Factors: Attachment Three¹

Property Tax Agreement

Property Tax Agreement: Property Tax exchange agreement is in place between County and ACFPD

Protest Proceedings

Waived: Legally uninhabited (fewer than 12 registered voters) and 100% consent of property owners²

ENVIRONMENTAL REVIEW³

Lead Agency: ACFPD (CEQA Guidelines section 15051(c))

Exemption: *Changes in organization of local agencies* (CEQA Guidelines section 15320)

This CEQA exemptions applies to special district annexations involving the continuation of existing conditions, and no new land use or municipal service authority is granted.

ATTACHMENTS

- 1) Draft Resolution Approving the Proposal and Making CEQA Findings
- 2) Application Materials
- 3) Factors for Commission Determinations

¹ California Government Code sections 56668 & 56668.3

² California Government Code section 56662(a): fewer than 12 registered voters

³ Reviewed by Napa LAFCO Legal Counsel

RESOLUTION NO. ____

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

**GREEN ISLAND ROAD NO. 3 ANNEXATION TO THE
AMERICAN CANYON FIRE PROTECTION DISTRICT**

WHEREAS, an application for a proposed reorganization 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 157 acres of unincorporated land to the American Canyon Fire Protection District and represents one entire parcel located at 1661 Green Island Road and identified by the County of Napa Assessor’s Office as 058-030-041; 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 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 October 2, 2023; 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 American Canyon Fire Protection District; and

WHEREAS, the Commission finds that all owners of land included in said proposal consent to the subject annexation; and

WHEREAS, in accordance with applicable provisions of the California Environmental Quality Act (hereinafter “CEQA”), the Commission considered available exemptions under CEQA, in accordance with Title 14 of the California Code of Regulations (hereinafter “CEQA Guidelines”); 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 Commission serves as Responsible Agency for the proposal pursuant to CEQA Guidelines Section 15051(c). ACFPD, as lead agency, has determined that the underlying activity, annexation of the affected territory, is statutorily exempt from further review pursuant to CEQA Guidelines section 15320: Special district annexations where changes in organization of local governmental agencies do not change the geographical area in which the 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 10 below.

4. This proposal is assigned the following distinctive short-term designation:

**GREEN ISLAND ROAD NO. 3 ANNEXATION TO THE
AMERICAN CANYON FIRE PROTECTION 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 American Canyon Fire Protection 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 American Canyon Fire Protection District.

9. The Commission waives conducting authority proceedings in accordance with California Government Code section 56662(a).

10. Recordation is contingent upon receipt by the Executive Officer 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.

11. 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.

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

The foregoing resolution was duly and regularly adopted by the Commission at a public meeting held on October 2, 2023, after a motion by Commissioner _____, seconded by Commissioner _____, by the following vote:

AYES: Commissioners _____

NOES: Commissioners _____

ABSENT: Commissioners _____

ABSTAIN: Commissioners _____

Margie Mohler
Commission Chair

ATTEST: _____
Brendon Freeman
Executive Officer

Recorded by: Stephanie Pratt
Clerk/Jr. Analyst

DRAFT

Exhibit A

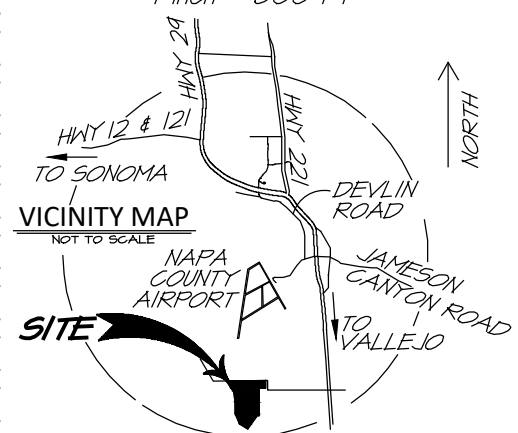
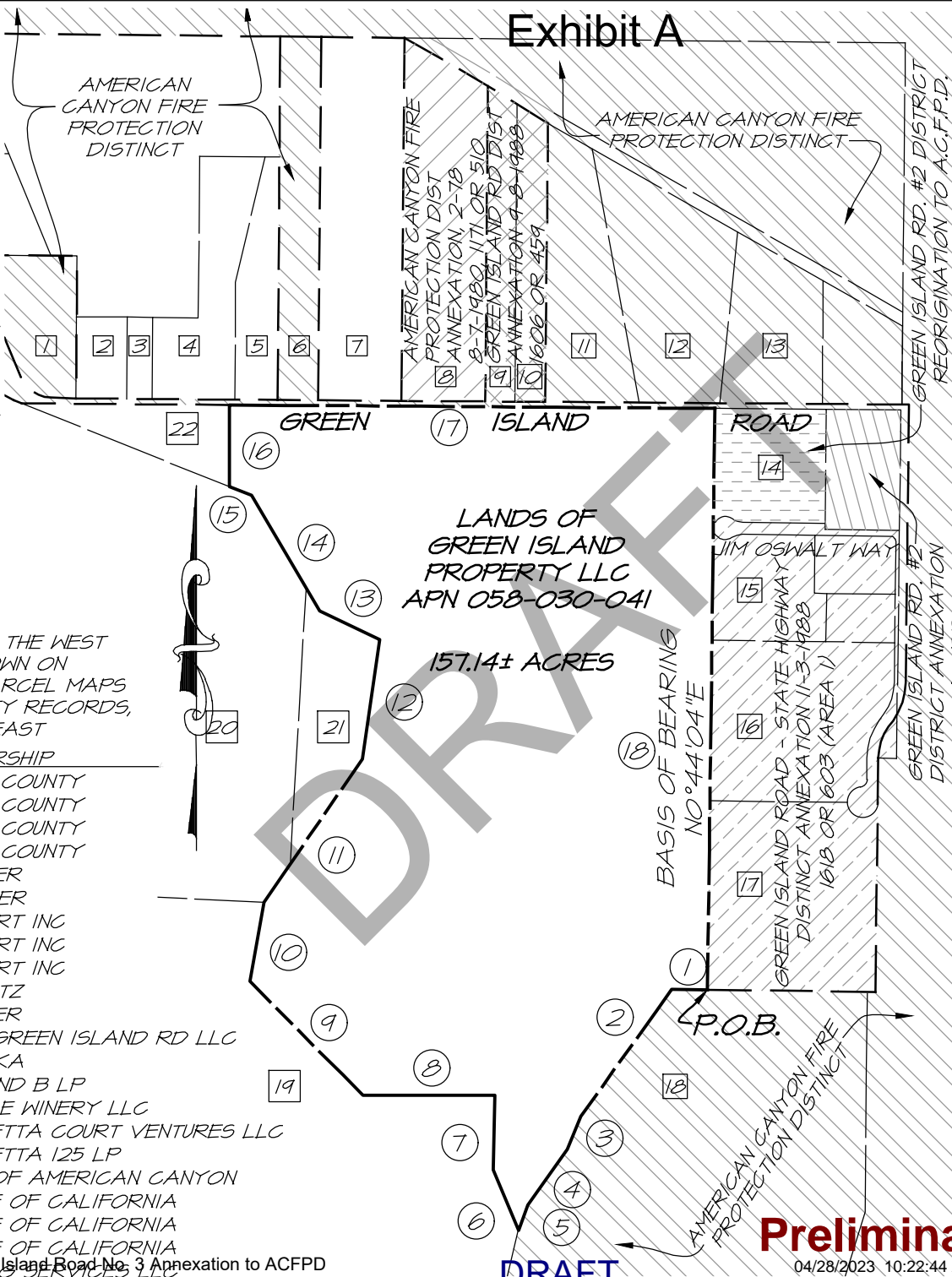
MAP DELINEATING THE BOUNDARY OF GREEN ISLAND ROAD NO. 4 REORGANIZATION ANNEXATION TO AMERICAN CANYON FIRE PROTECTION DISTRICT

No. BEARING & DISTANCE

- 1 N88°58'55"W 175.97'
- 2 S35°31'00"W 110.53'
- 3 S22°26'00"W 175.72'
- 4 S35°27'40"W 339.11'
- 5 S20°08'40"W 132.35'
- 6 N22°31'00"W 323.00'
- 7 N1°22'00"E 367.65'
- 8 N90°00'00"W 651.23'
- 9 N44°45'00"W 792.00'
- 10 N10°00'00"E 396.00'
- 11 N34°30'00"E 858.00'
- 12 N8°15'00"E 594.00'
- 13 N64°15'00"W 330.00'
- 14 N30°30'00"W 660.00'
- 15 N68°08'30"W 117.50'
- 16 N0°02'09"E 403.39'
- 17 S89°35'00"E 2393.99'
- 18 S0°44'05"W 2869.22'

BASIS OF BEARING BEING THE WEST LINE OF PARCEL 1 AS SHOWN ON SHOWN ON BOOK 15 OF PARCEL MAPS AT PAGE 20, NAPA COUNTY RECORDS, BEING NORTH 0° 44' 05" EAST

No.	APN	OWNERSHIP
1	058-070-013	NAPA COUNTY
2	058-070-014	NAPA COUNTY
3	058-070-015	NAPA COUNTY
4	058-070-026	NAPA COUNTY
5	058-070-027	HACKER
6	058-070-005	FRAZIER
7	058-070-006	COPART INC
8	058-070-019	COPART INC
9	058-070-020	COPART INC
10	058-070-021	SCHMITZ
11	058-070-022	PFISTER
12	058-070-023	1386 GREEN ISLAND RD LLC
13	058-070-024	KOLKKA
14	058-330-018	PW FUND B LP
15	058-030-053	PURPLE WINERY LLC
16	058-030-049	MEZZETTA COURT VENTURES LLC
17	058-030-050	MEZZETTA 125 LP
18	058-030-055	CITY OF AMERICAN CANYON
19	058-020-003	STATE OF CALIFORNIA
20	058-020-001	STATE OF CALIFORNIA
21	058-020-002	STATE OF CALIFORNIA
22	058-030-030	GIS AB SERVICES LLC



LICENSED LAND SURVEYOR
 Christopher M. Tibbitts
 LS8585
 STATE OF CALIFORNIA
Christopher M. Tibbitts
 4/28/23

BEING A PORTION OF SECTIONS 14, 15, 22, 23, TOWNSHIP 4 NORTH, RANGE 4 WEST, M.D.B. & M.,

RSA+ 1515 FOURTH STREET
 NAPA, CALIF. 94559
 OFFICE | 707 | 252.3301
 + www.RSAcivil.com +

Preliminary
 04/28/2023 10:22:44 AM

DRAFT

Resolution for Green Island Road No. 3 Annexation to ACFPD

EXHIBIT B
GREEN ISLAND ROAD NO. 4 REORGANIZATION
ANNEXATION TO AMERICAN CANYON FIRE PROTECTION DISTRICT
GEOGRAPHICAL DESCRIPTION

All that certain property, situated in a portion of Sections 14, 15, 22, 23, Township 4 North, Range 4 West, M.D.B.&M., in the County of Napa, State of California, described as follows:

Beginning at the southwest corner of Green Island Road - State Highway Distinct Annexation as described in a Certificate of Completion recorded November 3, 1988 Book 1618 at Page 603, Official Records of Napa County, State of California

- (1) thence along the boundary of American Canyon Fire District North 88° 58' 55" West 175.95 feet;
- (2) thence South 35° 31' 00" West 770.53 feet;
- (3) thence South 22° 26' 00" West 175.72 feet;
- (4) thence South 35° 27' 40" West 338.11 feet;
- (5) thence South 20° 08' 40" West 132.35 feet;
- (6) thence leaving said Fire District Boundary North 22° 31' 00" West 323.00 feet;
- (7) thence North 1° 22' 00" East 367.65 feet;
- (8) thence North 90° 00' 00" West 651.23 feet;
- (9) thence North 44° 45' 00" West 792.00 feet;
- (10) thence North 10° 00' 00" East 396.00 feet;
- (11) thence North 34° 30' 00" East 858.00 feet;
- (12) thence North 8° 15' 00" East 594.00 feet;
- (13) thence North 64° 15' 00" West 330.00 feet;
- (14) thence North 30° 30' 00" West 660.00 feet;
- (15) thence North 68° 08' 30" West 117.50 feet;
- (16) thence North 0° 02' 09" East 403.39 feet to the southern boundary of Green Island Road being the boundary of American Canyon Fire District;
- (17) thence along the Fire District Boundary South 89° 35' 00" East 2393.99 feet to the northwest corner of Green Island Road #2 District reorigination recorded July 6, 2004 as Series Number 2004-0028396, Napa County Records, State of California;
- (18) thence along the western line of said Green Island Road #2 District reorigination and Green Island Road - State Highway Distinct Annexation South 0° 44' 05" West 2869.22 feet to the **Point of Beginning**.

Containing 157.14 Acres, more or less.

Basis of Bearing being the West line of Parcel 1 as shown on shown on Book 15 of Parcel Maps at Page 20, Napa County Records, being North 0° 44' 05" East.

For assessment purposes only. This legal description of land is Not a legal property description as defined in the Subdivision Map Act and may not be used as a basis for an offer for sale of the land described.



Preliminary

5522
Annex clos
04-25-2023

North: 4996.9316' East: 17647.2494'

Segment #1 : Line
Course: N88°58'55"W Length: 175.97'
North: 5000.0581' East: 17471.3072'

Segment #2 : Line
Course: S35°31'00"W Length: 770.53'
North: 4372.8879' East: 17023.6757'

Segment #3 : Line
Course: S22°26'00"W Length: 175.72'
North: 4210.4656' East: 16956.6195'

Segment #4 : Line
Course: S35°27'40"W Length: 338.11'
North: 3935.0718' East: 16760.4649'

Segment #5 : Line
Course: S20°08'40"W Length: 132.35'
North: 3810.8180' East: 16714.8851'

Segment #6 : Line
Course: N22°31'00"W Length: 323.00'
North: 4109.1951' East: 16591.1916'

Segment #7 : Line
Course: N1°22'00"E Length: 367.65'
North: 4476.7405' East: 16599.9602'

Segment #8 : Line
Course: N90°00'00"W Length: 651.23'
North: 4476.7405' East: 15948.7302'

Segment #9 : Line
Course: N44°45'00"W Length: 792.00'
North: 5039.2074' East: 15391.1506'

Segment #10 : Line
Course: N10°00'00"E Length: 396.00'
North: 5429.1912' East: 15459.9153'

Segment #11 : Line
Course: N34°30'00"E Length: 858.00'
North: 6136.2915' East: 15945.8918'

Segment #12 : Line
Course: N8°15'00"E Length: 594.00'
North: 6724.1444' East: 16031.1264'

Segment #13 : Line
Course: N64°15'00"W Length: 330.00'
North: 6867.5114' East: 15733.8960'

Segment #14 : Line
Course: N30°30'00"W Length: 660.00'
North: 7436.1866' East: 15398.9207'

Segment #15 : Line
Course: N68°08'30"W Length: 117.50'
North: 7479.9334' East: 15289.8681'

Segment #16 : Line
Course: N0°02'09"E Length: 403.39'
North: 7883.3233' East: 15290.1204'

Segment #17 : Line
Course: S89°35'00"E Length: 2393.99'
North: 7865.9139' East: 17684.0471'

Segment #18 : Line
Course: S0°44'05"W Length: 2869.22'
North: 4996.9298' East: 17647.2551'

Perimeter: 12348.66' Area: 6844893.22 Sq. Ft.
Error Closure: 0.0060 Course: S72°39'28"E
Error North: -0.00179 East: 0.00574
Precision 1: 2058110.00

FORM D

**PROPOSAL APPLICATION
Change of Organization/Reorganization**

I. APPLICANT INFORMATION

A. Name: Geoff Belyea American Canyon Fire Protection District
Contact Person Agency/Business (If Applicable)

Address: 911 Donaldson Way East American Canyon, CA 94503
Street Number Street Name City Zip Code

Contact: (707) 551-5650 707.638.3511 gbelyea@amcanfire.com
Phone Number Facsimile Number E-Mail Address

B. Applicant Type: (Check One) Local Agency Registered Voter Landowner

II. PROPOSAL DESCRIPTION

A. Affected Agencies: City of American Canyon 4381 Broadway St. Suite 201, American Canyon CA 94503

Name	Address
County of Napa	1195 Third St., 2nd Floor, Napa CA 94559

Use Additional Sheets as Needed

B. Proposal Type: (Check as Needed)

<input checked="" type="checkbox"/> Annexation	<input type="checkbox"/> Detachment	<input type="checkbox"/> City Incorporation	<input type="checkbox"/> District Formation
<input type="checkbox"/> City/District Dissolution	<input type="checkbox"/> City/District Merger	<input type="checkbox"/> Service Activation (District Only)	<input type="checkbox"/> Service Divestiture (District Only)

C. Purpose Statement: (Specific)

Annexation would confirm the historic practice of the District of providing service to the affected area since on or before 1992, the date on which the District became a Subsidiary Special District of the newly incorporated City of American Canyon.

See enclosed form for further statement.

III. GENERAL INFORMATION

A. Location:	1661 Green Island Road American Canyon	058-030-041	157
	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) 157

B. Landowners:

- (1) Assessor Parcel Number : 058-030-041 Name: Green Island Property, LLC
Mailing Address: 1661 Green Island Road American Canyon, CA
Phone Number: 707-337-6412 E-mail: davidgnapa@icloud.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: N/A
- (2) Total Number of Registered Voters: N/A

D. Land Use Factors:

- (1a) County General Plan Designation: Agriculture, Watershed, and Open Space
- (1b) County Zoning Standard: Agriculture, Watershed, and Open Space
- (2a) Applicable City General Plan Designation: _____
- (2b) Applicable City Pre-zoning Standard: _____
(Required for City Annexations)

E. Existing Land Uses:
(Specific)

Actual land uses within the affected territory are
currently limited to a commercial vineyard.
Discontinuation of existing vineyard operations
is planned.

F. Development Plans:

- (1a) Territory Subject to a Development Project? Yes No
- (1b) If Yes, Describe Project: _____

- (1c) If No, When Is Development Anticipated? There are currently no other planned
land uses for the affected territory.

G. Physical Characteristics:

- (1) Describe Topography: fallow land and partially failing vineyard land owner
has removed several acres of vineyard

- (2) Describe Any Natural Boundaries: Napa River on west side of property

- (3) Describe Soil Composition and Any Drainage Basins: A soil analysis was completed showing the subject
property soil is experiencing increased salinity that is toxic to agricultural use.

- (4) Describe Vegetation: 65 acres of vineyard has been removed, other acres
of vineyard remain

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:

All Fire District services as set forth in the Fire Protection District Law of 1987 Health and Safety Code section 13800 et seq., See, Section 13862, as have provided services since before 1992; see also LAFCO SOI

- (2) Level and Range of Services to Be Provided to the Affected Territory:

The affected territory receives fire protection and emergency medical services through an automatic aid agreement between ACFPD and the County. Based on the Commission's South County Region Municipal Service Review and SOI Updates adopted in 2018, ACFPD have established adequate capacity to provide a full range of fire services to the affected territory

- (3) Indication of When Services Can Feasibly Be Extended to the Affected Territory:

Services have been historically provided to the Property since on and before 1992

- (4) Indication of Any Infrastructure Improvements Necessary to Extend Services to the Affected Territory:

N/A

- (5) Information On How Services to the Affected Territory Will Be Financed:

References made to the Commission's action of June 22, 2022 wherein the the affected territory was included within the District SOI of the new sources to provide service to the area are those that are used for the balance of the District, with the exception that a property tax allocation agreement with the County of Napa, must be negotiated.

V. ENVIRONMENTAL INFORMATION

A. Environmental Analysis (City annexations require pre-zoning.)

(1) **Lead Agency for Proposal:** American Canyon Fire Protection District
Name

(2) **Type of Environmental Document Previously Prepared for Proposal:**

Environmental Impact Report

Negative Declaration/Mitigated Negative Declaration

Categorical/Statutory Exemption: CEQA Guideline Section 15320
Type

None

Provide Copies of Associated Environmental Documents

VI. ADDITIONAL INFORMATION

A. Approval Terms and Conditions Requested For Commission Consideration:

Property tax allocation agreement with the County of Napa

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: Geoff Belyea
Mailing Address: 911 Donaldson Way East American Canyon, CA 94503
E-Mail: gbelyea@amcanfire.com

(2) Recipient Name: William Ross
Mailing Address: 400 Lambert Ave. Palo Alto, CA 94306
E-Mail: wross@lawross.com

(3) Recipient Name: David Gilbreth
Mailing Address: 1661 Green Island Road American Canyon, CA 94503
E-Mail: davidgnapa@icloud.com or dbgilbreth@gmail.com

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:
9D0340876776553

Printed Name: **Geoff Belyea** _____

Title: **Fire District Chief** _____

Date: **8/28/2023** _____

FACTORS FOR COMMISSION CONSIDERATION

Government Code §56668 & §56668.3 require the review of a proposal to include the following factors:

FACTOR TO CONSIDER	COMMENT
1. Population and density [§56668(a)]	Consistent: Population zero (legally uninhabited)
2. Land area and land use [§56668(a)]	Consistent: 157 acres, Vineyard County of Napa, Airport Planning Area
3. Assessed valuation [§56668(a)]	Consistent: Total: \$3,226,509
4. Topography, natural boundaries and drainage basins [§56668(a)]	Consistent: Relatively flat: 0 to 9 percent slopes Drainage basin: <i>Napa River Marshes</i>
5. Proximity to other populated areas [§56668(a)]	Consistent: Surrounded by industrial area on two sides, San Francisco Bay Trail, and Napa River on two sides.
6. Likelihood of significant growth in the area, adjacent areas during next 10 years [§56668(a)]	Consistent: County General Plan designation would not allow further development of parcel. Surrounding area within <i>Airport Industrial Planning Area</i> .
7. Need for government services [§56668(b)]	Consistent: No additional government services required
8. Government services present cost, adequacy and controls in area [§56668(b)]	Consistent: 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)]	Consistent: 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</p> <p>[§56668(b)]</p>	<p>Consistent: Analysis: <u>South County Region Municipal Service Review and Sphere of Influence Updates adopted in 2018</u></p>
<p>11. Effects on adjacent areas, on mutual social and economic interests, and on local governmental structure in the County</p> <p>[§56668(c)]</p>	<p>Consistent: Area has received fire protection services from ACFPD since at least 1992</p>
<p>12. Effects on planned efficient patterns of urban development</p> <p>[§56668(d)]</p>	<p>Consistent: County General Plan designation: <i>Agriculture, Watershed and Open Space</i> County Zoning: <i>AW-AC (Agricultural Watershed – Airport Compatibility) 160-acre minimum parcel size</i></p>
<p>13. Effects on maintaining physical and economic integrity of agricultural lands</p> <p>[§56668(e)]</p>	<p>Consistent: County General Plan designation: <i>Agriculture, Watershed and Open Space</i> County Zoning: <i>AW-AC (Agricultural Watershed – Airport Compatibility) 160-acre minimum parcel size</i></p>
<p>14. Boundaries: logical, contiguous, not difficult to serve, definite and certain</p> <p>[§56668(f)]</p>	<p>Consistent: One existing parcel, service has been provided by County and ACFPD</p>
<p>15. Conformance to lines of assessment, ownership</p> <p>[§56668(f)]</p>	<p>Consistent: One parcel: APN 058-030-041</p>
<p>16. Creation of islands, corridors, irregular boundaries</p> <p>[§56668(f)]</p>	<p>Consistent: Annexation to ACFPD would recognize District's existing service area</p>
<p>17. Consistency with regional transportation plan</p> <p>[§56668(g)]</p>	<p>Consistent: 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</p> <p>[§56668(h)]</p>	<p>Consistent: County General Plan designation: <i>Agriculture, Watershed and Open Space</i> County Zoning: <i>AW-AC (Agricultural Watershed – Airport Compatibility) 160-acre minimum parcel size</i></p>
<p>19. Consistency with spheres of influence</p> <p>[§56668(i)]</p>	<p>Consistent: Within ACFPD SOI</p>

<p>20. Comments from affected agencies and other public agencies [§56668(j)]</p>	<p>Consistent: No comments received</p>
<p>21. Ability of agency to provide service including sufficiency of revenues [§56668(k)]</p>	<p>Consistent: 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>Consistent: 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>Consistent: No impact on regional housing needs</p>
<p>24. Information or comments from landowners, voters, or residents in proposal area [§56668(n)]</p>	<p>Consistent: 100% consent of landowners</p>
<p>25. Existing land use designations [§56668(o)]</p>	<p>Consistent: County General Plan designation: <i>Agriculture, Watershed and Open Space</i> County Zoning: <i>AW-AC (Agricultural Watershed – Airport Compatibility) 160-acre minimum parcel size</i></p>
<p>26. Effect on environmental justice [§56668(p)]</p>	<p>Consistent: 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>Consistent: Not located in a high fire hazard zone</p>
<p>28. Special district annexations: for the interest of landowners or inhabitants within the district and affected territory [§56668.3(a)(1)]</p>	<p>Consistent: Proposal approval would benefit by recognizing fire protection service provision by ACFPD since at least 1992 and relevant property tax exchange</p>



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 7b (Action)

TO: Local Agency Formation Commission

PREPARED BY: Brendon Freeman, Executive Officer B F

MEETING DATE: October 2, 2023

SUBJECT: Adoption of Strategic Plan 2023-2025

RECOMMENDATION

It is recommended the Commission adopt the Resolution of the Local Agency Formation Commission of Napa County Adopting the Strategic Plan 2023-2025, included as Attachment One.

BACKGROUND AND SUMMARY

On July 10, 2023, the Commission conducted a strategic planning workshop with facilitation services provided by Pamela Miller with Miller Management & Consulting Group. The Commission discussed goals, priorities, opportunities, and constraints.

On August 7, 2023, the Commission considered adopting a preliminary draft Strategic Plan 2023-2025 outlining core agency priorities and objectives over the next two years. The Commission shared many comments indicating a desire for significant changes to several goals and action items. The Commission continued the item and directed Chair Mohler and Vice Chair Cottrell to advise staff in the revision process.

A revised draft Strategic Plan 2023-2025 is attached as an exhibit to the draft resolution, included as Attachment One. Staff recommends the Commission adopt the draft resolution adopting the Strategic Plan 2023-2025.

ATTACHMENT

- 1) Draft Resolution Adopting the Strategic Plan 2023-2025

Margie Mohler, Chair
Councilmember, Town of Yountville

Beth Painter, Commissioner
Councilmember, City of Napa

Mariam Aboudamous, Alternate Commissioner
Councilmember, City of American Canyon

Anne Cottrell, Vice Chair
County of Napa Supervisor, 3rd District

Belia Ramos, Commissioner
County of Napa Supervisor, 5th District

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

Kenneth Leary, Commissioner
Representative of the General Public

Eve Kahn, Alternate Commissioner
Representative of the General Public

Brendon Freeman
Executive Officer

RESOLUTION NO. _____

**RESOLUTION OF
THE LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY
ADOPTING THE STRATEGIC PLAN 2023-2025**

BE IT RESOLVED that after considering the draft Strategic Plan 2023-2025 at its meetings on August 7, 2023 and October 2, 2023, the Local Agency Formation Commission of Napa County hereby adopts the Strategic Plan 2023-2025, included as Exhibit "A" to this resolution.

This Resolution shall take effect immediately.

The foregoing resolution was duly and regularly adopted by the Commission at a public meeting held on October 2, 2023, after a motion by Commissioner _____, seconded by Commissioner _____, by the following vote:

AYES: Commissioners _____

NOES: Commissioners _____

ABSENT: Commissioners _____

ABSTAIN: Commissioners _____

DRAFT

Margie Mohler
Commission Chair

ATTEST: _____
Brendon Freeman
Executive Officer

Recorded by: Stephanie Pratt
Clerk/Jr. Analyst



**LOCAL AGENCY FORMATION COMMISSION
OF NAPA COUNTY**

TWO YEAR STRATEGIC PLAN

JULY 1, 2023 – JUNE 30, 2025

DRAFT REVISION AS PRESENTED TO THE COMMISSION

OCTOBER 2, 2023



MISSION STATEMENT OF THE LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY

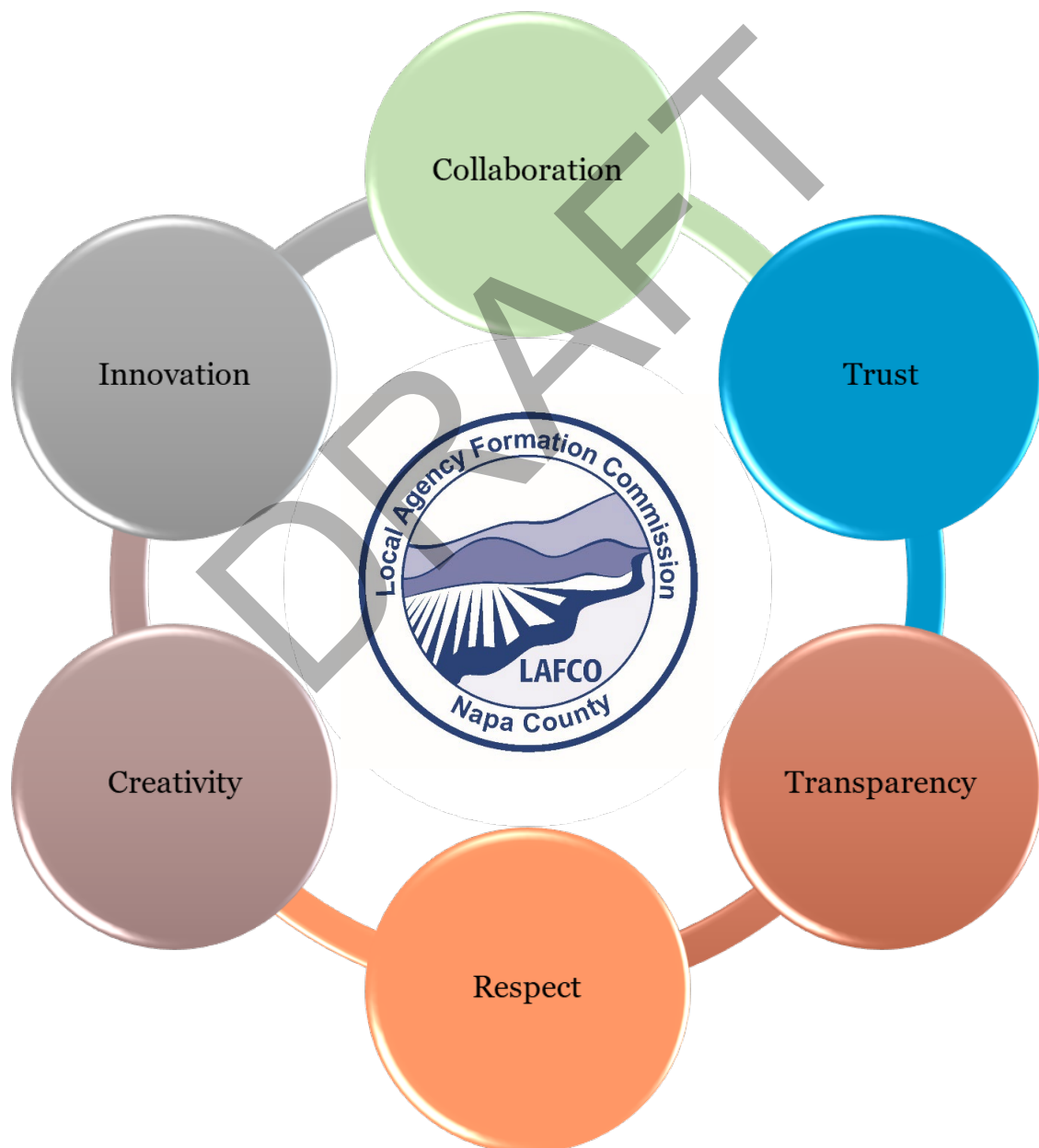
The **Local Agency Formation Commission of Napa County** is committed to serving the citizens and government agencies of its jurisdiction by encouraging the preservation of agricultural lands and open-space and coordinating the efficient delivery of municipal services.





VALUES OF THE LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY

The *Local Agency Formation Commission of Napa County* is deeply invested in the communities we serve. We are committed to the mission of LAFCO and place high value in that which allows us to successfully partner with all stakeholders in service to the communities of Napa County.





FY 2023-24 / 2024-25 Napa LAFCO Goals

Goal: Understand how the 2020 Water-Wastewater Municipal Service Review may benefit the region



Assess & prioritize
recommendations



Engage stakeholder
partners

Goal: Initiate & complete the countywide Fire-EMS Municipal Service Review



Initiate & complete the
Municipal Service Review



Goal: Continue gaining greater LAFCO independence
(Pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000)



Amend the agreement between
LAFCO & County to create greater
independence

DRAFT



The Commission

Margie Mohler, Chair
City Member (Town of Yountville)

Anne Cottrell, Vice Chair
County Member (Third Supervisorial District)

Kenneth Leary, Commissioner
Public Member

Beth Painter, Commissioner
City Member (City of Napa)

Belia Ramos
County Member (Fifth Supervisorial District)

Mariam Aboudamous, Alternate Commissioner
City Member (City of American Canyon)

Joelle Gallagher, Alternate Commissioner
County Member (First Supervisorial District)

Eve Kahn, Alternate Commissioner
Public Member

The Commission Staff

Brendon Freeman, Executive Officer
Dawn Mittleman Longoria, Assistant Executive Officer
Stephanie Pratt, Clerk/Jr. Analyst
Gary Bell, Legal Counsel (Colantuono, Highsmith & Whatley)





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

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

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

Agenda Item 7c (Action)

TO: Local Agency Formation Commission

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

MEETING DATE: October 2, 2023

SUBJECT: Consider Authorizing Selection of Consultant for Countywide Fire and Emergency Medical Services Municipal Service Review and Sphere of Influence Reviews

RECOMMENDATION

It is recommended the Commission take the following actions:

- 1) Authorize the ad hoc Request for Proposals (RFP) Committee to select a preferred consultant and negotiate a contract to prepare the Countywide Fire and Emergency Medical Services (EMS) Municipal Service Review (MSR) and Sphere of Influence (SOI) Reviews; and
- 2) Authorize the Commission Chair to sign a contract with the preferred consultant.

BACKGROUND AND SUMMARY

On August 7, 2023, the Commission considered a draft RFP seeking qualified consultants to prepare the Countywide Fire and EMS MSR and SOI reviews. The RFP, included as Attachment One, was prepared by staff with assistance from an ad hoc subcommittee ("RFP Committee") comprised of Vice Chair Cottrell and Commissioner Painter.

The RFP was circulated on August 9, 2023. The deadline for proposals was September 8, 2023. Staff received two proposals by the deadline. The proposals were submitted by the following consulting firms:

- 1) AP Triton
- 2) Planwest Partners

Margie Mohler, Chair
Councilmember, Town of Yountville

Beth Painter, Commissioner
Councilmember, City of Napa

Mariam Aboudamous, Alternate Commissioner
Councilmember, City of American Canyon

Anne Cottrell, Vice Chair
County of Napa Supervisor, 3rd District

Belia Ramos, Commissioner
County of Napa Supervisor, 5th District

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

Kenneth Leary, Commissioner
Representative of the General Public

Eve Kahn, Alternate Commissioner
Representative of the General Public

Brendon Freeman
Executive Officer

On October 16, 2023, the two consultants will be interviewed by a panel consisting of staff, the RFP Committee, the Calistoga City Manager, the Napa County Fire Chief, the City of Napa Fire Chief, and the American Canyon Fire Protection District Chief. Following the conclusion of interviews, the panel will discuss its preference and make a recommendation for a preferred consultant. Commission Counsel will assist with finalizing a professional services agreement (“contract”).

Staff recommends the Commission consider two interrelated actions as part of this item:

- 1) Authorize the RFP Committee to select a preferred consultant and negotiate a contract; and
- 2) Authorize the Commission Chair to sign the contract.

Alternative options to select a consultant, negotiate a contract, and sign a contract include:

- 1) Direct staff to schedule a special meeting to consider selecting a consultant, negotiating a contract, and authorizing the Chair to sign the contract; or
- 2) Direct staff to return at the Commission’s December 4, 2023, regular meeting to consider these actions.

ATTACHMENT

- 1) RFP for Countywide Fire & EMS MSR/SOI (Circulated on August 9, 2023)

Local Agency Formation Commission of Napa County

Request for Proposals

To Provide:

Municipal Service Review (MSR) and Sphere of
Influence (SOI) Reviews

for:

The Provision of Fire and Emergency Medical Services Countywide

Response due by **September 8, 2023, at 5:00pm**

Issued August 9, 2023

LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY
REQUEST FOR PROPOSALS

The Local Agency Formation Commission of Napa County (“Napa LAFCO”) is seeking qualified candidates to prepare a Municipal Service Review (MSR) and Sphere of Influence (SOI) Reviews for the Provision of Fire and Emergency Medical Services (EMS) Countywide.

Objectives:

Napa LAFCO’s intent is to complete an objective and accurate study to support dialogue among the stakeholders. The overall objectives of these discussions are to enhance service efficiencies, governance efficiencies, and funding opportunities.

Background:

- [Previous MSR: Comprehensive Fire Protection Service MSR 2006](#)
- Study area: Napa Countywide
- 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
 - 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

Scope of the Project

A draft report is expected to be completed by the selected consultant by two weeks prior to LAFCO's regularly scheduled meeting June 3, 2023. However, adjustments to the schedule are acceptable when justified. The MSR will include all Fire and EMS agencies within Napa County in a regional study format. The SOI reviews will be agency specific.

Napa LAFCO is looking for an MSR and SOI study that provides well-founded and achievable recommendations. The MSR and SOI study will include:

1. Relevant determinations listed in the following sections regarding MSRs and SOIs as required in CKH.
2. The analysis should include the full picture of Fire and EMS services throughout Napa County.
3. Fire agencies in California rely on auto-aid and mutual aid. The analysis should include reliance and response capabilities with neighboring counties. This should include the ability of neighboring counties to provide aid to Napa and Napa's capabilities to reciprocate.
4. Dispatch services are a crucial element for emergency services. This element should be included in the analysis.
5. Analyze current fire prevention efforts as a baseline. Recommend maintenance needs and possible funding sources.
6. Conduct risk assessment.
7. Analyze and provide recommendations to enhance services, efficiencies, and funding opportunities.
8. Analyze and provide recommendations for alternative governance structures.
9. Provide an implementation plan for recommendations, including tasks and timelines.

Municipal Service Review (MSR) Guidelines

The Cortese-Knox-Hertzberg Act (CKH) requires LAFCOs to complete MSRs to develop baseline information for reviewing and updating SOIs. Under local policy, MSRs must be done in conjunction with SOI reviews, which are used by LAFCO to inform the need for any SOI updates. The statute sets forth the form and content of the MSR, which must inform the Commission on the following seven issues (California Government Code §56430):

1. Growth and population projections for the area.
2. Location and characteristics of any disadvantaged unincorporated communities.
3. Capacity of public facilities, adequacy of public services, and infrastructure needs or deficiencies.
4. Financial ability of agencies to provide services.
5. Status of, and opportunities for, shared services.
6. Accountability for community service needs, including governmental structure and operation efficiencies.
7. Any other matter related to effective or efficient service delivery, under local policy.

Local policy requires an evaluation the following additional issues in MSRs, if relevant:

1. Agricultural Preserve and Measure P.
2. Location and characteristics of existing outside service agreements.
3. Joint powers agreements involving the direct provision of public services.
4. Growth goals and policies of the land use authorities in Napa County.
5. Climate change.
6. Housing, including affordable housing and workforce housing.
7. Transportation.
8. Cumulative service impacts related to current and planned development.

Sphere of Influence (SOI) Guidelines

The SOI reviews should include written statements of determinations for each subject agency with respect to each of the following (California Government Code §56425):

1. Present and planned land uses in the area, including agricultural and open space.
2. Present and probable need for public facilities and services in the area.
3. Present capacity of public facilities and adequacy of public services.
4. Existence of any social or economic communities of interest in the area.
5. Present and probable need for public facilities and services of any disadvantaged unincorporated communities within the existing SOI.

MSR/SOI Process and Deliverables

Preparation of the report will include the following steps:

1. Data collection: including distribution of a request for information, as well as soliciting the subject local agencies for additional information, interviews, research of existing information and documents available to prepare the report.
2. Conduct outreach to the agencies and relevant stakeholders to ensure that all parties have an opportunity to voice their opinions throughout the process.
3. Review and impartial analysis of all the information collected, including industry standards and financial data.
4. Produce an administrative draft of the report for review and comment by Napa LAFCO staff and the subject agencies, which shall include maps, appropriate findings, determinations, and recommendations (PDF and Word versions). Copies of all reference materials should also be provided.
5. Incorporate comments, edits, and corrections into a draft report for distribution to the Commission, affected agencies, and the public (PDF and Word versions).
6. Preparation of a final report addressing comments from the Commission, Napa LAFCO staff, affected agencies, and the public (PDF and Word versions).
7. Attendance is required at all Commission meetings when the agendas include discussion of the draft report or approval of the final report.
8. Napa LAFCO will be responsible for determining the appropriate level of environmental review and preparing all CEQA documentation for the MSR and SOIs. CEQA analysis should not be included in the proposal.

9. Napa LAFCO staff will be responsible for obtaining information from the volunteer agencies as needed.
10. Following Commission approval of the final report, provide Napa LAFCO with a clean and complete copy (PDF and Word versions) for distribution and filing.

Expectations of the Consultant

The successful firm or individual will accomplish the following:

1. The report should use any and all available information relevant to both the MSR and SOIs including interviews, surveys, previous research, adopted budgets, audit reports, state department reports, general plans, previous MSR and SOI studies, authorities under the law, etc. Sufficient data and information should be collected to construct a clear, concise, and comprehensive report.
2. Information provided in the report should be presented using graphs and charts where appropriate. The report should be written in a manner accessible to the general public.
3. The report should reflect local Napa LAFCO policies where applicable. Specific information can be found on the Napa LAFCO website. (<https://napa.lafco.ca.gov/general-policy-determinations>).
4. Provide a baseline of existing services and provide metric of service needs.
5. Development of the report should involve regular and effective communication with the subject agencies and LAFCO staff.
6. Development of the report should be conducted in a fair, accurate, and objective manner. The intent is to provide valuable and practical conclusions for improvements to service provision where possible.
7. Development of the report should provide effective and meaningful opportunities for public participation in the review process.

Proposal Requirement and Consultant Qualifications

The proposal shall be specifically responsive to this request and shall include, but not necessarily be limited to, the following:

1. General statement by the firm or individual about the proposal, including an understanding and general approach to accomplishing the work as outlined. The statement should demonstrate the experience and qualifications to perform the required duties.
2. Specifically substantiated statement of the firm or individual's qualifications to perform the work, ability to stay within budget, and meet deadlines.
3. Identification and designation of the individual(s) who would perform the work, including resumes documenting their experience and competence to perform that work. Note that any subsequent changes in staff performing the work will require prior approval by Napa LAFCO. The principal and professionals assigned to the project team include the following competencies:
 - a. Expertise with fire protection and emergency medical service provision in California.

- b. Expertise with national fire and emergency medical services standards such as NFPA 1710, NFPA 1720, Center for Public Safety Excellence 6th Edition Community Risk Assessment: Standards of Cover, and other related national standards.
 - c. Expertise with laws governing California local government agencies.
 - d. Experience with the CKH Act, the role, and functions of LAFCO, and the MSR and SOI process.
 - e. Understanding of how local government services are financed and delivered.
 - f. Experience working with local government agencies; counties, cities, towns, special districts, and LAFCO.
 - g. Experience in governmental organization analysis, including performance measurement and evaluation.
 - h. Ability to analyze and present information in an organized and concise format.
 - i. Ability to interpret varied budget and planning documents.
 - j. Ability to conduct budget projections.
 - k. Ability to facilitate and synthesize input from stakeholders.
 - l. Familiarity with public input processes and experience presenting and disseminating public information for review and comment in a public setting.
 - m. Experience fostering multi-agency partnerships and cooperative problem-solving.
 - n. Ability to provide flexible and creative alternatives where necessary to resolve service and policy issues.
4. Provide a schedule and scope of work required to complete the report in the most efficient and timely manner. The schedule should identify check-in meetings with Napa LAFCO staff as appropriate.
 5. Estimate of hours the firm or individual consultant is proposing to perform and identification of basic work tasks, including a detailed cost proposal listing the hourly rates for each individual who will perform the work, the estimated number of hours each individual will contribute, and any additional costs or expenses required for completing the scope of work. The proposal should specify deliverables and the number of meetings and presentations included in the costs.
 6. List of relevant references.
 7. Three samples of comparable studies or reports prepared by your firm within the last five years.

Proposal deadline is September 8, 2023, at 5:00pm.

Evaluation Process

Napa LAFCO staff will review each proposal and evaluate the ability of each individual or firm to meet the expectations defined herein. References will be contacted. The proposals will be ranked and the top firms will be invited to an interview with a panel that may include Napa LAFCO staff and Commissioners, other LAFCO staff, and potentially representatives from subject agencies. A consultant will then be selected and the contract approval process will begin. Napa LAFCO may modify this evaluation process as appropriate or needed.

Interviews with top ranked consultants will be held in Napa County during the week of September 18-22, 2023.

Consultant Selection

The following attributes will be considered in determining the award of the contract:

1. Understanding of the project and commitment to meet the expectations outlined in this RFP.
2. Ability to build and maintain effective relationships with Napa LAFCO and subject agency staff.
3. Expertise with writing MSRs and SOI reviews.
4. Ability to produce a clear, well-researched, and definitive product.
5. Provide clear and reasonable outline of cost estimates and past performance with staying within budget.
6. Communication approach with staff, Commissioners, and the subject agencies.

Additional Information

Agreement:

No prior, current, or post award verbal conversations or agreement with any officer, agent, or employee of Napa LAFCO shall affect or modify any terms or obligations of the RFP, or any contract resulting from this RFP. The selected consultant's proposal will become part of the agreement. Price quotations and other time-dependent information contained in any proposal shall remain firm for a minimum of 90 days from the proposal submission deadline.

Non-Conforming Terms and Conditions:

Any proposal that includes terms and conditions that do not conform to this RFP is subject to rejection as non-responsive. Napa LAFCO reserves the right to waive any informalities or minor irregularities in connection with proposals received. Napa LAFCO reserves the right to permit a consultant to withdraw non-conforming terms and conditions from their proposal prior to the Commission taking action.

Collusion Among Respondents:

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

Conflict of Interest:

Consultants submitting proposals in response to this RFP must disclose to Napa LAFCO any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this RFP. If the consultant or firm has no conflict of interest, a statement to that effect shall be included in the proposal.

Expenses Incurred:

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

Late Submissions:

Any proposal received after **5:00pm PST on September 8, 2023**, will not be considered.

Public Records:

Until award of a contract, the proposals shall be held in confidence and shall not be available for public review. No proposal shall be returned after the date and time set for the opening thereof. All proposals shall become the property of Napa LAFCO, and upon award of a contract to the successful proposer, all proposals shall be public records.

About Us

Napa LAFCO is staffed with one Executive Officer, one Assistant Executive Officer, and one Clerk/Jr. Analyst. The Commission is represented by two county members, two city members, and one member of the general public. Napa LAFCO's annual budget is approximately \$0.8 million. Napa LAFCO oversees four incorporated cities, one incorporated town, and 18 special districts in Napa County.

Submittal

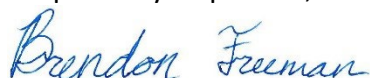
Any questions regarding this proposal shall be submitted electronically to BFreeman@napa.lafco.ca.gov.

Proposals shall be submitted electronically to BFreeman@napa.lafco.ca.gov or mailed to:

Napa LAFCO
1754 Second Street, Suite C
Napa, California 94559-2450

Proposal deadline: **September 8, 2023, 5:00pm**

Respectfully requested,



Brendon Freeman
Executive Officer



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 (Action)

TO: Local Agency Formation Commission

FROM: Dawn Mittleman Longoria, Assistant Executive Officer *DML*

MEETING DATE: October 2, 2023

SUBJECT: Consider Options to Amend the Agreement for the Provision of Support Services

RECOMMENDATION

It is recommended the Commission provide formal direction to staff with respect to pursuing any amendments to the Agreement for the Provision of Support Services (“the Agreement”) with representatives of the County of Napa. It is also recommended the Commission consider establishing an ad hoc subcommittee with two appointed members to assist staff in this process.

BACKGROUND AND SUMMARY

Why Neutral and Independent?

The original formation of LAFCOs in 1963 envisioned a State agency serving as the Commission. State organizations such as the California State Association of Counties (CSAC) and the League of California Cities (“the League”) objected. The concern was a lack of local control if a state agency made boundary decisions for local government. It was determined that counties would fund LAFCOs, including the provision of staffing and legal counsel. Notably, this all occurred prior to Proposition 13.

Over the years, a variety of organizations such as the League, Grand Juries, and local activist groups complained that this arrangement created a conflict of interest. In many cases it was apparent that county staff and county legal counsel were unable to provide neutral/independent analysis and recommendations given their jobs depended on the county. In some counties, LAFCOs became “independent”, while others remained “dependent” upon the county. In the 1990s, changes occurred to the law governing LAFCOs (Cortese-Knox-Hertzberg Local Government Reorganization Act). Provisions in this law included the “independence” of LAFCOs from counties with respect to staffing, legal counsel, and office arrangements.

Margie Mohler, Chair
Councilmember, Town of Yountville

Anne Cottrell, Vice Chair
County of Napa Supervisor, 3rd District

Kenneth Leary, Commissioner
Representative of the General Public

Beth Painter, Commissioner
Councilmember, City of Napa

Belia Ramos, Commissioner
County of Napa Supervisor, 5th District

Eve Kahn, Alternate Commissioner
Representative of the General Public

Mariam Aboudamous, Alternate Commissioner
Councilmember, City of American Canyon

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

Brendon Freeman
Executive Officer

In 2003, Napa LAFCO transitioned from “dependent” to “independent” as an agency. The Commission entered into a formal agreement for the provision of various administrative services by the County of Napa. The Agreement clearly anticipates regular review, but review has not occurred with the exception of regular amendments for adjusting the rates charged by County Information Technology Services.

Previous Commission Discussion

On January 12, 2015, the Commission held a workshop for discussion of the Commission’s view of its role and potential effectiveness in Napa County’s network of local governments. The “independence” of staff and the Commission from the County’s administration was a general theme within the workshop, including the provision of independent legal services.

On February 2, 2015, the Commission appointed then-Commissioner Wagenknecht and then-Commissioner Joan Bennett to an ad hoc subcommittee (“the Committee”) work with staff on reviewing the Agreement and drafting updates. The Committee and staff, including legal counsel, met to identify issues and discuss changes to the text of the Agreement.

On April 6, 2015, the Committee presented draft amendments to the Commission and it was determined that the best course of action was to continue development of a revised agreement with representatives of the County, including updated job descriptions for LAFCO staff. Shortly thereafter, LAFCO staff transition occurred, and other activities took higher priority. Amendments to the Agreement have since been on hold.

Current Status

Following the workshop in 2015, the Commission entered into a contract for independent private legal counsel. However, several issues with the Agreement persist, including the “dependent” status of staff. The issue of independent staff became a significant issue over the past year. In June 2022, the Commission approved the budget to include new staff positions (Assistant Executive Officer and Clerk/Junior Analyst). These positions were necessary for LAFCO’s operations after the retirement of the part-time Secretary. LAFCO’s legal counsel advised that the contract included provisions that the County is obligated to provide the staff determined by the Commission and with the approved budget. However, it took over nine months and numerous meetings with County staff to fill these positions. It was very difficult to convince County staff that LAFCO is an independent agency from the County. LAFCO’s work program suffered due to staffing shortages during this time.

Another matter is the amount of LAFCO staff time to comply with the County’s bookkeeping system. The system is designed for the needs of a large organization with dedicated staff. LAFCO has minimal bookkeeping needs and staff time for this function.

The current contract includes 10 amendments to the Agreement, which are cumbersome and can cause confusion and frustration for representatives of both LAFCO and the County. Staff recommends incorporating all the amendments into a new amended and restated agreement.

Further, it is LAFCO's responsibility to provide independent analysis and decision-making. The Agreement should clearly state LAFCO is an independent agency, and it should be clear that the Commission alone has the authority to adopt its budget, determine staffing and office operations, to rely on independent legal counsel, and whether to contract for services with the County.

The Commission recently conducted a Strategic Planning workshop as part of a special meeting on July 10, 2023. One of the goals of that plan is LAFCO's independence from the County. The plan is on today's agenda for formal adoption as item 7b.

LAFCO staff has researched the approach used by various LAFCOs to address the functions that allow them to be independent.

With all of this in mind, staff recommends the Commission discuss the Agreement and consider providing direction to staff to work with County representatives on amendments. The Commission may wish to consider establishing an ad hoc subcommittee to assist staff in this endeavor.

ATTACHMENTS

- 1) Agreement for the Provision of Support Services with County of Napa and 10 Amendments
- 2) LAFCO Staff Report Dated April 6, 2015

NAPA COUNTY AGREEMENT NO. 4433

LAFCO OF NAPA COUNTY AGREEMENT NO. 03-02

**AGREEMENT FOR THE PROVISION OF SUPPORT SERVICES
BY THE COUNTY OF NAPA TO THE NAPA COUNTY
LOCAL AGENCY FORMATION COMMISSION**

THIS AGREEMENT is entered into as of this 1st day of July, 2003, by and between the COUNTY OF NAPA (hereinafter "County"), a political subdivision of the State of California, and the LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY (hereinafter "LAFCO"), a local public agency formed pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act (Government Code Section 56000 et. seq.);

RECITALS

WHEREAS, pursuant to Government Code Section 56380 of the Cortese-Knox-Hertzberg Local Government Reorganization Act (enacted effective January 1, 2001 and hereinafter referred to as "Act"), LAFCO is authorized to contract with any public agency for necessary personnel, facilities, and equipment to carry out and effect its functions and responsibilities; and

WHEREAS, pursuant to Government Code Section 56380, LAFCO must make its own provisions for independent staffing and operations; and

WHEREAS, LAFCO has need of specified personnel, accounting and legal services for its independent operations which County is willing and able to provide under the terms and conditions set forth herein below; and

WHEREAS, the County and LAFCO have entered into agreements for the provision of support services for fiscal years 2001-2002 and fiscal year 2002-2003;

TERMS

NOW THEREFORE, in consideration of the foregoing and the mutual promises hereinafter expressed, the parties mutually agree as follows:

- 1. TERM.** The term of this Agreement shall become effective upon the date first written above and shall expire on June 30, 2004, unless terminated earlier in accordance with Paragraph 14 (Termination); except that the obligations of the parties under Paragraph 8 (Indemnification) and 10 (Confidentiality) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement. The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the same terms and conditions, unless terminated pursuant to Paragraph 14. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.

2. SERVICES TO BE PROVIDED BY COUNTY. County shall provide the following services subject to LAFCO abiding by County policies and procedures governing such services, except that whenever such policies and procedures provide for the Board of Supervisors to approve the appropriation of funds, or to approve the acquisition of services, goods or assets, or to make any other legislative decisions to carry out such services, the LAFCO Commission shall act in lieu of the Board of Supervisors:

(a) **Executive Officer.** County shall designate its at-will employee Daniel Schwarz to serve as LAFCO Executive Officer (hereinafter "Executive Officer"). The Executive Officer shall perform the duties as specified in the Act and other applicable laws and such other duties as specified by LAFCO. County agrees that the LAFCO Commission, as the appointing authority of the LAFCO Executive Officer, shall have the responsibility for evaluating the performance and setting compensation for the Executive Officer, so long as these actions are implemented in a manner consistent with County personnel policies, rules and regulations. The duties to be provided by the Executive Officer shall include, but not be limited to:

- Preparing staff analyses, reports, proposed findings and other agenda materials for LAFCO relating to boundary proposals, contracts for provision of new and extended services outside city and district jurisdictional boundaries, sphere of influence amendments, periodic review of sphere of influence designations and any other matters that are within LAFCO's authority under the Act.
- Calling and noticing LAFCO meetings in accordance with the Act and LAFCO policies and procedures.
- Preparing, mailing, filing, publishing and keeping records of agendas, notices and other required official documents on behalf of LAFCO.
- Responding to inquiries and providing information and technical assistance to interested public agencies and individuals.
- Providing supporting fiscal services such as the development of the annual LAFCO budget, management of LAFCO financial accounts, including the processing of LAFCO fees and charges, the processing of payment of LAFCO charges and expenses, and the preparation of required fiscal reports.
- Informing LAFCO Commissioners of new legislation, correspondence to LAFCO, CALAFCO activities, current events and matters of interest relating to LAFCO.

(b) **Support Staff.** County shall provide part-time clerical staff (.5 F.T.E.) and one full-time analyst to assist the Executive Officer in carrying out the day-to-day operations of

LAFCO and such other staff as the LAFCO Commission deems necessary, appropriates funds for, and directs County to provide, as set forth in (c).

(c) **Additional Services.** County, through its departments and divisions, shall further provide LAFCO those services set forth in Attachments "A" through "G", attached hereto and incorporated by reference as if set forth herein. It is the intention of both parties that the level of service provided shall be at least equal to that provided in County fiscal year 2002-2003 unless otherwise specifically agreed to by LAFCO and County.

3. **OFFICE SPACE.** It is the understanding of the parties that LAFCO has made direct arrangements with third parties to secure and maintain office space and such services are therefore not included within this Agreement.

4. **REIMBURSEMENT.**

(a) **Rates.** In consideration of County's fulfillment of the promised services and personnel, LAFCO shall reimburse County for the actual costs (including the costs of labor, equipment, supplies, materials, and incidental travel/transportation) incurred by County and its departments and divisions in providing these services. The rates shall be determined and mutually agreed to by the parties as follows:

(1) **FY 2003-2004.** The rates for fiscal year 2003-2004 are set forth in Attachment "AA" and hereby attached and incorporated by reference.

(2) **Procedure for Subsequent Annual Determination of Rates.** During the fourth quarter of each fiscal year of this Agreement the County Executive Officer, or his designee, and the Executive Officer of LAFCO shall meet prior to adoption of the respective annual County and LAFCO budgets to determine and calculate the proposed rates for County staff and services to be furnished during the succeeding fiscal year which will be necessary to achieve the cost reimbursement provided for in (a), subject to the additional factors set forth in (b) through (f), below. The annual adjustment of these reimbursement rates so determined shall be approved in writing by the County Executive Officer and the Executive Officer of LAFCO and when so approved shall become effective for the subsequent fiscal year unless this Agreement is not renewed or otherwise terminated by the County and/or LAFCO.

(b) **LAFCO Staffing Reimbursement.** LAFCO shall reimburse County for the salary and benefits of County staff primarily assigned to serve LAFCO, including any increases in salary and benefits that County provides such staff during the term of this Agreement.

(c) **LAFCO-Requested Travel Expense Reimbursement.** LAFCO shall reimburse County for expenses incurred by County departments and divisions for travel by their assigned personnel when such travel has been requested by LAFCO in writing. Such reimbursement shall be in accordance with the travel expense policy approved by County's Board of Supervisors in effect on the date of the travel. Notwithstanding the foregoing, travel costs incurred through use of a County vehicle shall be reimbursed in accordance with the County Equipment Pool rates in effect at the time of the travel.

(d) **Bank Analysis Pass-through Charge.** LAFCO shall reimburse County on a pass-through basis for the costs incurred by County for bank charges relating to LAFCO activities.

(e) **General Liability Coverage/Workers' Compensation Coverage:** LAFCO shall reimburse County for general liability coverage and workers' compensation coverage at the rates established by County each fiscal year.

(f) **Adjustment for Additional LAFCO-Requested Services.** LAFCO shall reimburse County for the actual costs (including the costs of labor, equipment, supplies, materials, and incidental travel/transportation) incurred by County in providing any new or increased services requested by LAFCO. Such additions or increases in services shall be permitted only if approved in writing by the County Executive Officer and LAFCO Executive Officer, including approval of the applicable reimbursement rates.

5. METHOD OF REIMBURSEMENT. Reimbursement for the costs of services, related supplies, and authorized travel incurred by County under this Agreement shall be made only upon presentation by the performing County department or division to LAFCO of an itemized billing invoice in a form acceptable to the Executive Officer of LAFCO and to the Napa County Auditor which indicates, at a minimum, an itemization of the services provided, the costs of any LAFCO-requested travel, and any documentation relating to adjustments in maximum compensation authorized in the manner provided in Paragraph 4 above. If the Executive Officer of LAFCO requires further information regarding the invoice, County shall make a good faith effort to provide such information, including documentation that the Executive Officer requests to justify the invoice charges. County shall submit such invoices quarterly to the Executive Officer of LAFCO who shall review each invoice for compliance with the requirements of this Agreement and shall, within ten working days of receipt, either approve or disapprove the invoice in light of such requirements. If the invoice is approved, the Executive Officer of LAFCO shall direct reimbursement be made by journal entry from the LAFCO Operations Fund to the account designated by the submitting County department or division as of the first day of the County fiscal year quarter immediately succeeding the quarter in which the services were rendered. Notwithstanding the foregoing, the final quarterly invoices for the fourth quarter reimbursement shall be submitted no later than the first working day following the close of the County fiscal year (June 30) and, if approved, shall be paid on or before July 15 of the next County fiscal year.

6. ADMINISTRATION OF SERVICES. The provision of services under this Agreement shall be under the administrative supervision and direction of the Executive Officer of LAFCO on behalf of LAFCO, and the County Executive Officer on behalf of County.

7. APPROPRIATIONS. LAFCO shall be responsible for operating within the appropriations budgeted for the current fiscal year. The process for reimbursement of expenses that exceed the given appropriation shall involve review and approval by LAFCO prior to County approval by the Board of Supervisors of a contingency transfer. Any County appropriations in

excess of LAFCO's budget for the current fiscal year shall be charged as an expense in LAFCO's current fiscal budget and shall be reimbursed to County in the following fiscal year.

8. TAXES. As between LAFCO and County, County agrees to be solely liable and responsible for all required tax withholdings and other obligations including, without limitation, those for state and federal income and FICA taxes relating to employees or subcontractors retained by County to provide the services provided to LAFCO under this Agreement. County agrees to indemnify and hold LAFCO harmless from any liability either may incur to the United States or the State of California as a consequence of County's failure to withhold or pay such amounts when due. In the event that LAFCO is audited for compliance regarding any such withholding or payment of taxes, County agrees to furnish LAFCO with proof of the withholding or payment action by County.

9. ACCESS TO RECORDS/RETENTION. LAFCO shall have access to any books, documents, papers and records of County which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, County shall maintain all required records for seven (7) years after LAFCO makes final reimbursement for any of the services provided hereunder and all pending matters are closed, whichever is later. County shall cooperate with LAFCO in providing all necessary data in a timely and responsive manner to comply with all LAFCO reporting requirements.

10. CONFLICT OF INTEREST. The parties to the Agreement acknowledge that they are aware of the provisions of the Government Code Section 1090 et seq., and Section 87100 et seq., relating to conflict of interest of public officers and employees. During the term of this Agreement, the Executive Officer of LAFCO and all other LAFCO staff shall not perform any work under this Agreement that might reasonably be considered detrimental to LAFCO's interests. LAFCO staff shall take such measures as are deemed necessary in the performance of this Agreement to prevent actual conflicts of interest. County hereby covenants that it presently has no interest not disclosed to LAFCO and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services or confidentiality obligation hereunder, except such as LAFCO may consent to in writing.

11. COMPLIANCE WITH LAWS. In providing the services required by this Agreement, County shall observe and comply with all applicable federal, state and local laws, ordinances, codes, and regulations. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) **Non-Discrimination.** During the performance of this Agreement, County and its subcontractors shall not deny the benefits thereof to any person on the basis of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), nor shall they discriminate unlawfully against any employee or applicant for employment because of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over

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

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

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

12. INDEPENDENT CONTRACTOR. County shall perform this Agreement as an independent contractor. While the County employee assigned to serve as the Executive Officer of LAFCO shall operate as an officer of LAFCO, County and its officers, agents and employees are not, and shall not be deemed, LAFCO employees for any purpose, including workers' compensation and employee benefits. County shall determine, at its own risk and expense, the method and manner by which duties imposed on County in general and its officers, agents and employees in particular by this Agreement shall be performed, provided, however, that LAFCO may monitor the work performed, and LAFCO rather than County shall be responsible for directing the actions of the Executive Officer of LAFCO when such person is acting on behalf of LAFCO. LAFCO shall not deduct or withhold any amounts whatsoever from the reimbursement paid to County, including, but not limited to amounts required to be withheld for state and federal taxes or employee benefits. County alone shall be responsible for all such payments.

13. INDEMNIFICATION. County and LAFCO shall each defend, indemnify and hold harmless each other as well as those of their respective officers, agents and employees who

perform any services or duties under this Agreement from any claims, loss or liability, including without limitation, those for personal injury (including death) or damage to property, arising out of or connected with any aspect of the performance by that party or its officers, agents, or employees, of the services or obligations required of that party under this Agreement.

Notwithstanding the foregoing, LAFCO shall defend, indemnify and hold harmless County from any claims, loss or liability, including those for personal injury (including death) or damage to property, arising out of or connected with any act or omission of the Executive Officer of LAFCO when such act or omission is the pursuant to specific direction by LAFCO.

14. TERMINATION. This Agreement may be terminated prior to the expiration date only with the mutual written consent of both County and LAFCO. The sole remedy for default by County relating to provision of the services required under this Agreement shall be through the equitable remedy of specific performance and the sole remedy for default by LAFCO relating to reimbursement for the cost of the services provided shall be through legal action for damages.

15. WAIVER. 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.

16. 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, first class postage, prepaid; or by deposit in a sealed envelope in County's internal mail system, when available; or by fax transmission; or by electronic mail. Such notices shall be addressed as noted below, in accordance with the mode of communication selected or, where desired to be sent to a specific County department or division, at the address noted in the applicable Attachment. Either party may change its addresses by notifying the other party of the change. Any notice delivered in person shall be effective as of the date of delivery. Any notice sent by fax transmission or electronic mail shall be deemed received as of the recipient's next working day. Any notice sent by U.S. mail or County internal mail shall be deemed to have been received as of the date of actual receipt or five days following the date of deposit, which ever is earlier.

LAFCO

County

Mail: LAFCO Executive Officer
1804 Soscol Ave., Suite 205A
Napa CA. 94559-1346

Napa County Executive Officer
1195 Third Street, Suite 310
Napa CA. 94559

Fax: (707) 251-1053

(707) 253-4176

E-Mail: dschwarz@napa.lafco.ca.gov

bchiat@co.napa.ca.us

17. CONFIDENTIALITY. Confidential information is defined as all information disclosed to either party by the other in the course of County's performance of services under this Agreement, where such information relates to that party's past, present, and future activities, as well as activities under this Agreement. Each party and its officers, agents and employees

providing services or performing activities under this Agreement shall use their best efforts to hold all such information as they may receive, if any, in trust and confidence, except with the prior written approval of each party's Executive Officer. Notwithstanding the foregoing, nothing in this Paragraph or Agreement shall be construed to abrogate the independent authority and responsibilities of the County, any of its elected or appointed officers and the members of their respective County departments or divisions.

18. ASSIGNMENTS AND DELEGATION. Neither party may delegate its obligations hereunder, either in whole or in part, without the prior written consent of the other party; provided, however, that obligations undertaken by County pursuant to this Agreement may be carried out by means of subcontract, provided such subcontracts are approved in writing by LAFCO, meet the requirements of this Agreement as they relate to the service or activity under subcontract, and include any other provision that LAFCO may require. No subcontract shall terminate or alter the responsibilities of either party pursuant to this Agreement. LAFCO may not assign its rights hereunder, either in whole or in part, without prior written consent of the County.

19. AUTHORITY TO CONTRACT. LAFCO and County each warrant hereby that they are respectively legally permitted and otherwise have the authority to enter into and perform this Agreement.

20. THIRD PARTY BENEFICIARIES. Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

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

22. AMENDMENT/MODIFICATION. Except as otherwise provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. Except where otherwise provided in this Agreement only LAFCO, through its Chair or, where permitted by law and LAFCO policy, through its Executive Officer, in the form of an amendment of this Agreement, may authorize extra or changed work if beyond the scope of services prescribed by this Agreement. Failure of County to secure such authorization in writing in advance of performing any such extra or changed work shall constitute a waiver of any and all rights to a corresponding adjustment in the reimbursement maximum or rates and no reimbursement shall be due and payable for such extra work.

23. INTERPRETATION. The headings used herein are for reference. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California. The venue for any legal action filed by either party in state Court to enforce any provision of this Agreement shall be Napa County, California. The venue for any legal action filed by either side in federal court to enforce any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The

appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

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

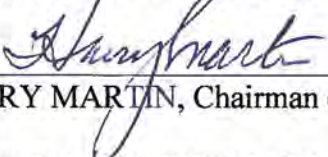
25. DUAL REPRESENTATION. LAFCO consents to the Napa County Counsel's dual representation of both the County and LAFCO with regards to the preparation of this Agreement.

26. ENTIRE AGREEMENT. This Agreement contains the entire and complete understanding of the parties and supersedes any and all other agreements, oral or written, with respect to the provision of administrative services under this Agreement.

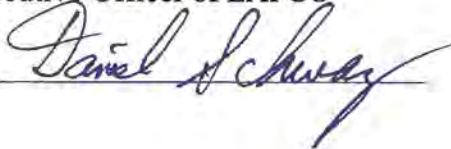
IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

"LAFCO":


LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY

By 
HARRY MARTIN, Chairman of the Local Agency Formation Commission

ATTEST: DANIEL SCHWARZ,
Executive Officer of LAFCO

By 

APPROVED AS TO FORM:
LAFCO Legal Counsel

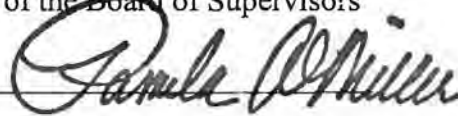
By 

"County":

COUNTY OF NAPA, a political subdivision of the State of California

By 
Mark Luce, Chair of the Board of ~~Supervisors~~

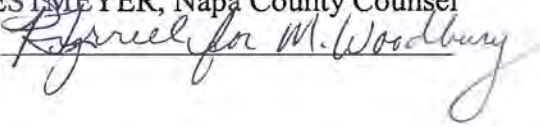
ATTEST: PAMELA A. MILLER,
Clerk of the Board of Supervisors


By 

APPROVED BY THE BOARD
OF SUPERVISORS:

Date 1-27-04

APPROVED AS TO FORM: ROBERT
WESTMEYER, Napa County Counsel

By  for M. Woodbury

Processed by: 
Deputy Clerk of the Board

ATTACHMENT A

PROVISION OF STAFFING, INSURANCE, PURCHASING, ADMINISTRATION, SUPERVISION, COORDINATION AND MANAGEMENT ASSISTANCE SERVICES TO LAFCO BY THE NAPA COUNTY EXECUTIVE OFFICER

1. SCOPE OF SERVICES

The Napa County Executive Officer (NCEO) shall provide, at a minimum, the following services to LAFCO under this Attachment:

(a) **Administration and Supervision:** NCEO shall administer and supervise all County departments or divisions providing services to LAFCO.

(b) **Purchasing:** Upon request by the LAFCO Executive Officer or his duly-authorized representatives, NCEO shall provide purchasing services for LAFCO, including solicitation and evaluation of proposals for goods and services, issuance of purchase orders and/or development of purchase agreements, and processing of payment upon receipt of the purchased good/services. LAFCO will abide by County purchasing policies and procedures when using such services, except that LAFCO, in lieu of the County Board of Supervisors, shall appropriate funds for and approve the acquisition of goods and services, including fixed assets. County shall purchase and provide LAFCO at cost with copier paper in the same manner as such material is purchased and supplied to County departments and divisions. Nothing in this section shall preclude LAFCO from purchasing goods or services without utilizing the services of NCEO or County.

(c) **Insurance:** NCEO shall obtain for LAFCO, its Commissioners, staff and operations the same type and level of insurance coverage provided by County for its own boards, commissions, staff and operations, and shall provide claims/litigation administration. General liability coverage shall be provided for LAFCO and its employees under County's currently existing self insurance and liability insurance program with LAFCO allocated and obligated to reimburse County for the portion of the total net premium as determined by County for the then current Fiscal Year . Workers' compensation coverage shall be obtained through County's carrier and program, with the cost thereof payable each pay period at the rate/\$100 of covered payroll for LAFCO Budget Unit employees as established by County's Board of Supervisors for the County workers' compensation program generally, including the costs of self-insurance, excess insurance coverage premiums, and claims management.

2. STAFFING

In providing the above services, County shall provide LAFCO with the services of the following specific County staff or positions:

- **Administration and Supervision:** County Executive Officer and Assistant County Executive Officer

- **Coordination/Management:** Principal Management Analyst
- **Purchasing:** Purchasing Agent and/or Assistant Purchasing Agent.

3. **NCEO CONTACT:**

Mail: Napa County Executive Office
Suite 310, Co. Admin. Bldg.
1195 Third Street
Napa, California 94559

Fax: (707) 253-4176

Email: mstoltz@co.napa.ca.us

ATTACHMENT B

PROVISION OF SERVICES TO LAFCO BY THE NAPA COUNTY AUDITOR-CONTROLLER

1. SCOPE OF SERVICE

Under the financial and policy direction of LAFCO, County (through the Napa County Auditor-Controller, hereinafter referred to as "Auditor") shall provide LAFCO with the following services relating to LAFCO financial operations:

- Accounts payable, purchasing and contract payment processing services
- Accounts receivable (deposit) services
- Services relating to preparation, adoption and administration of LAFCO's budget
- Accounting services
- Payroll services
- Audit services upon request by LAFCO
- Assistance in determining the apportionment of costs and collection of payments in support of LAFCO pursuant to Government Code Section 56831.
- Audit services requested by LAFCO

2. LEVEL AND MANNER OF SERVICE

The foregoing services shall be provided in accordance with the following provisions:

(a) The LAFCO Operations Fund shall be administered in accordance with all applicable provisions of the Government Code.

(b) All expenditures made from this Fund shall be made only at the direction of LAFCO's Executive Officer or designee with no requirement for approval by County's Board of Supervisors.

(c) At LAFCO's request, Auditor shall make diligent efforts to assist in the development of accounting policies and procedures that increase the efficiency and effectiveness of the administration of LAFCO, including policies and procedures including the electronic interchange of data and efforts to minimize reliance on County services.

(d) Auditor shall provide LAFCO with all requested revenue and expenditure information necessary to effectively manage LAFCO's fiscal affairs and perform all financial reporting to LAFCO and other applicable agencies. Such information shall be provided in a responsive and timely manner and include clear and concise cash flow reporting.

(e) All needed corrections to financial reports shall be completed within two working days of notification of Auditor. Auditor shall correct all payroll errors within one working day. For purposes of this Attachment B, "working days" shall mean Monday through Friday, 8:00 a.m. to 5:00 p.m., County holidays excluded.

(f) Auditor shall provide all necessary equipment and electronic interface to fully utilize Auditor's financial systems, including electronic access to view and print all requested financial reports.

3. **AUDITOR CONTACT:**

Mail: Pamela Kindig
Napa County Auditor-Controller
1195 Third Street, Suite B-10
Napa, California 94559

Fax: (707) 226-9065

E-mail: pkindig@co.napa.ca.us

ATTACHMENT C

PROVISION OF LEGAL SERVICES TO LAFCO BY THE NAPA COUNTY COUNSEL

1. SERVICES TO BE PROVIDED BY COUNTY COUNSEL

County, through the Napa County Counsel ("County Counsel"), shall provide legal services to LAFCO including, but not necessarily limited to, legal advice, document drafting, and representation of LAFCO in its operations pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act (Government Code Section 56000 et. seq.). County Counsel hereby designates Jacqueline M. Gong to serve as LAFCO Counsel for fiscal year 2003-2004. Upon written notification to and assent by the governing board of LAFCO, County Counsel may designate other attorney members of his office to serve as LAFCO Counsel.

2. LEGAL SERVICES COUNTY COUNSEL SHALL NOT PROVIDE

County Counsel shall not provide legal services to LAFCO in the following situations, County and LAFCO understanding that in such situations LAFCO will obtain the necessary legal assistance at LAFCO's own expense from other legal counsel retained directly by LAFCO:

- Legal services to LAFCO regarding contracts to which LAFCO and County are both parties unless LAFCO's Executive Officer and Chair have given express written consent to dual representation of County and LAFCO by County Counsel.
- Legal services determined by LAFCO to present a conflict of interest for its LAFCO Counsel (in accordance with LAFCO Policy for the Appointment of Counsel).

3. COUNTY COUNSEL CONTACT:

Mail: Napa County Counsel
Suite 301, Co. Admin. Bldg.
1195 Third Street
Napa, California 94559

Fax: (707) 259-8245

Email: rwestmey@co.napa.ca.us

ATTACHMENT D

PROVISION OF TELECOMMUNICATIONS, MAIL, INFORMATION TECHNOLOGY SERVICES AND RECORD MANAGEMENT SERVICES TO LAFCO BY THE NAPA COUNTY EXECUTIVE OFFICER

1. TELECOMMUNICATION SERVICES

The Napa County Executive Officer, through the Communications Division shall provide LAFCO with installation, maintenance and repair of, and maintenance of service records and inventory for, all telecommunications equipment involved in any of the following systems used by LAFCO:

- telephone systems, including voice mail
- data cabling and terminations
- CCTV monitors and cameras
- intercom and PA systems
- all wireless communications, i.e. pagers, cellular phones, two way radios, security alarm systems

2. MAIL SERVICES

The Napa County Executive Officer shall provide the following mail services to LAFCO:

- Pickup, delivery of all interdepartmental (LAFCO) and County/LAFCO internal mail
- Pickup, metering and delivery to the Post Office of all LAFCO outgoing USPS mail

3. RECORDS MANAGEMENT SERVICES FOR LAFCO RECORDS

The Napa County Executive Officer, through the records management division, shall provide LAFCO with records management services for LAFCO records, including storage, retrieval and interfiling of LAFCO records at the Napa County Records Center; destruction of LAFCO records stored at the Napa County Records Center when such destruction is authorized by LAFCO; and shall assist LAFCO in developing policies and procedures that increase the efficiency and effectiveness by which LAFCO records are archived, retrieved and disposed.

4. INFORMATION TECHNOLOGY SERVICES

The Napa County Executive Officer, through the Information Technology Services (ITS) division, shall provide LAFCO with information technology services at a level at least equivalent to that by provided by County on February 15, 2001. The services shall include installation, maintenance, upgrades and repair of hardware and software provided by County to LAFCO, including, but not limited to: Geographic Information Systems, Financial Information Systems, Personnel Systems and the electronic mail service, calendaring, and task manager systems

maintained by the County. LAFCO shall have access to County's Helpdesk for information technology assistance and to computer training offered by County. Special projects outside the scope of routine information technology services shall be provided only upon request by LAFCO and prior approval by the Director of the Information Technology Services Division. Use of the systems, hardware, and software provided by County to LAFCO under this Attachment shall be subject to compliance by LAFCO and its officers, agents, employees and consultants with the Napa County Information Technology Use and Security Policy in effect at the time of the use.

5. SUPPLIES AND EQUIPMENT TO BE DIRECTLY PURCHASED

There shall be no separate reimbursement for supplies and equipment provided under this Attachment because LAFCO shall be responsible for directly purchasing any systems and equipment to be installed by the foregoing departments and divisions (other than fixtures which shall remain owned by County).

6. NCEO/DIVISION CONTACT:

Mail: Napa County Executive Officer
Suite 310, Co. Admin. Bldg.
1195 Third Street
Napa, California 94559

Fax: (707) 253-4176

Email: mstoltz@co.napa.ca.us

ATTACHMENT E

PROVISION OF PERSONNEL SERVICES TO LAFCO BY THE HUMAN RESOURCES DIVISION OF THE NAPA COUNTY EXECUTIVE OFFICE

1. SCOPE OF SERVICES

The Human Resources division ("HR") of the Napa County Executive Office shall provide the following services to LAFCO within the financial, personnel and policy guidelines established by the LAFCO Commission, so long as such guidelines are not in conflict with County personnel policies, rules and regulations. The HR Director shall act to oversee and carry out the following services upon direction by the LAFCO Commission:

- ***Recruitment and selection:*** shall include consultation regarding hiring procedures, advertising (costs of certain advertisements will be the responsibility of LAFCO), screening of applications, and development of a hiring list.
- ***Personnel transactions:*** shall include implementation of PARs (hires, releases, promotions, salary increases, etc.), benefit sign-ups and coordination (health, wellness program, dental, etc.); as authorized and directed by the LAFCO Commission, HR shall implement salary surveys and adjustments, job allocations, reclassifications, performance review processes, and changes (including increases) in personnel staffing appointed to serve LAFCO, so long as such implementation is consistent with and not in conflict with County policies and regulations. County agrees that the LAFCO Commission, as the appointing authority of the LAFCO Executive Officer, shall have the responsibility for evaluating the performance and setting compensation for the LAFCO Executive Officer.
- ***Labor Relations:*** shall include implementing salaries and other terms and conditions of compensation and performance established for LAFCO staff by the LAFCO Commission, so long as such implementation is consistent with and not in conflict with County policies and regulations; negotiations with employee union representatives regarding wages, hours, terms and conditions of employment; consultation and assistance with disciplinary and grievance issues; administration and coordination of worker's compensation cases.
- ***Training:*** shall include County workshops for employees and supervisors when attended at LAFCO direction by LAFCO employees or by County employees whose primary responsibilities involve providing services to LAFCO.
- ***Staffing:*** HR shall provide staffing as requested by LAFCO and agreed to by County, including staff as described in Paragraph 2 of the Agreement.

2. **HR CONTACT:**

Mail: Human Resources Director
Suite 110, Co. Admin.Bldg.
1195 Third Street
Napa, California 94559

Fax: (707) 259-8189

Email: dmorris@co.napa.ca.us

ATTACHMENT F

PROVISION OF CLERKING SERVICES TO LAFCO BY THE CLERK OF THE NAPA COUNTY BOARD OF SUPERVISORS

1. SCOPE OF SERVICES

As requested by the LAFCO Executive Officer, the Clerk of the Napa County Board of Supervisors ("COTB"), or her designee, shall serve as Clerk to the LAFCO Commission. Services shall include, but not be limited to, maintaining records of all LAFCO meetings, hearings and other proceedings and minutes for such proceedings as directed by LAFCO.

2. COTB CONTACT:

Mail: Pamela Miller
Napa County Clerk of the Board of Supervisors/
Rm. 310, Co. Admin. Bldg.
1195 Third Street
Napa, California 94559

Fax: (707) 253-4176

Email: pmiller @co.napa.ca.us

ATTACHMENT G

PROVISION OF SERVICES TO LAFCO BY THE NAPA COUNTY TREASURER-TAX COLLECTOR

1. SERVICES TO BE PROVIDED

(a) The Napa County Treasurer-Tax Collector ("Treasurer") shall provide LAFCO with banking and investment services at a level of service at least equivalent to that provided to LAFCO during County fiscal year 2001-2002, except that bank processing services shall be provided by County's banking provider on a cost pass-through basis. The scope of services shall include:

- Banking services for LAFCO funds, including warrant processing and bank reconciliation.
- Portfolio Management for all LAFCO accounts, including receipt, safeguarding, investment and disbursement.

(b) The services shall be provided in accordance with the following provisions:

(1) Treasurer shall notify LAFCO within three (3) working days of receipt of all funds received and deposited into the LAFCO Operations Fund. For purposes of this Attachment, "working days" shall mean Monday through Friday, 8 a.m. to 5 p.m., County holidays excluded.

(2) LAFCO shall be permitted electronic access through County's PeopleSoft computerized systems to all reports detailing deposits received and interest earned. These reports shall specify amount and source of revenue, as well as the date of deposit.

2. STAFFING TO BE PROVIDED

Treasurer the staffing in order to provide the foregoing services:

<u>Service</u>	<u>Position</u>
Banking Services	Account Clerk I-II
Portfolio Mgmt	Treas/Tax Collector Treasury Supervisor Senior Account Clerk Account Clerk II

3. TREASURER CONTACT:

Mail: Marcia Humphrey Hull
Napa County Treasurer-Tax Collector
1195 Third Street, Room 108
Napa, California 94559

Fax: (707) 253-4337

Email: mhumphre@co.napa.ca.us

ATTACHMENT AA

SERVICES REIMBURSEMENT RATES FOR FISCAL YEAR 2003-2004

Services of the Napa County Executive Office:

- Executive Officer's hourly rate: \$159.50
- Assistant Executive Officer's hourly rate: \$126.10
- Principal Management Analyst's hourly rate: \$ 81.12
- Assistant Purchasing Agent's hourly rate: \$ 55.70
- Telecommunications staff:
 - Hourly rate: \$ 58.73
 - Plus actual cost of materials
- Mail Service staff:
 - Hourly rate: \$ 49.39
 - Postage shall be recovered at cost.
- Records Management staff:
 - Hourly rate: \$ 49.39
 - Document Shredding is \$1.75 per box (1 cubic foot) plus \$0.10 per pound.
- Personnel (Human Resources) staff:
 - Human Resource Director: \$ 97.37
 - Human Resource Principal Analyst: \$ 75.81
 - Benefits Administrator: \$ 62.30
 - Other Human Resource Services;
 - Recruitment Advertisement shall be recovered at cost
 - Training services shall be prorated by the ratio of the attendees who are LAFCO employees or County employees primarily providing LAFCO services to the total number of attendees during each training hour for which reimbursement is sought.]
- Deputy Clerk of the Board's hourly rate: \$ 64.42

Services of the County Auditor-Controller:

1. Hourly labor rates, by position:
 - Auditor-Controller: \$ 96.00
 - Assistant Auditor-Controller (Step 5) \$ 91.00
 - Assistant Auditor-Controller (Step 1) \$ 74.00
 - Supervising Accountant-Auditor (Step 5 – CPA) Audits \$ 65.00
 - Supervising Accountant-Auditor (Step 5) Acctg. \$ 62.00
 - Accountant-Auditor III (Step 5) Acctg. \$ 56.00
 - Accountant-Auditor III (Step 4) Acctg. \$ 54.00
 - Accountant-Auditor II (Step 5) Acctg. \$ 54.00
 - Accountant-Auditor II (Step 3) Audits \$ 48.00
 - Accountant-Auditor I (Step 2) Acctg \$ 40.00

• Accounting Technician (Step 5) Acctg.	\$ 46.00
• Administrative Secretary I (Step 4) Adm.	\$ 35.00
2. <u>Weighted hourly labor rates by service:</u>	
• Administration	\$74.00
• Audits	\$53.00
• Accounting	\$52.00
3. <u>Unit Rates:</u>	
• Per Voucher	\$0.83
• Per Payroll Warrant	\$5.15
<u>Services of the County Counsel:</u>	
• Deputy County Counsel – Jacqueline Gong’s hourly rate:	\$107.15
<u>Services of the Treasurer-Tax Collector:</u>	
• Account Clerk II’s hourly rate:	\$ 37.55
• Treasurer/Tax Collector’s hourly rate:	\$114.87
• Treasury Manager’s hourly rate:	\$ 68.59
• Senior Account Clerk’s hourly rate:	\$ 40.91
<u>Services of Information Technology (annual rate):</u>	\$12,900.00

AMENDMENT NO. 1 OF

**NAPA COUNTY AGREEMENT NO. 4433
LAFCO OF NAPA COUNTY AGREEMENT NO. 03-02**

**SUPPORT SERVICES BY THE COUNTY OF NAPA TO THE
LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY**

THIS AMENDMENT NO. 1 OF NAPA COUNTY AGREEMENT NO. 4433 is made and entered into as of this 1st day of September, 2007, by and between the COUNTY OF NAPA, a political subdivision of the State of California, hereinafter referred to as "County", and the LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY (hereinafter "LAFCO"), a local public agency formed pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act (Government Code Section 56000 et. seq.);

RECITALS

WHEREAS, on or about July 1, 2003, County and LAFCO entered into Napa County Agreement No. 4433 (hereinafter referred to as "MA") for the provision by County of support services needed for LAFCO's performance of its functions and responsibilities, including information technology services; and

WHEREAS, the parties now desire to amend the MA to modify the scope of the information technology services provided under the MA and make corresponding changes in the compensation for such services, and to make technical corrections to the provisions relating to term and executive officer;

TERMS

NOW, THEREFORE, County and LAFCO hereby amend the Agreement as follows:

1. Paragraph 1 of the Agreement is hereby amended to read in full as follows:

1. **TERM.** The term of this Agreement shall become effective on July 1, 2003 and shall expire on June 30, 2004, unless terminated earlier in accordance with Paragraph 14 (Termination); except that the obligations of the parties under Paragraph 8 (Indemnification) and 10 (Confidentiality) shall continue in full force and effect after the date of expiration or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement or any extension thereof. The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, unless either party gives written notice to the other, no less than thirty (30) days prior to the end of the fiscal year, of that party's intention not to renew the Agreement. For purposes of this Agreement, "fiscal year" shall mean the year beginning on July 1 and ending on the succeeding June 30.

2. The first sentence of subparagraph (a) of Paragraph 2 of the Agreement is hereby amended to read in full as follows:

(a) Executive Officer. County shall designate and make available to LAFCO the services of an at-will employee of County for appointment by LAFCO as its LAFCO Executive Officer (hereinafter "Executive Officer").

3. Section 4 of Attachment D is hereby amended to read in full as follows for information technology services provided by County to LAFCO on and after September 1, 2007:

4. INFORMATION TECHNOLOGY SERVICES

County shall provide LAFCO with County personnel to perform the following information technology services and functions for LAFCO:

a. **In general.** County's ITS Department ("ITS") shall provide LAFCO with a total information technology support package. This includes technical support, development, technology evaluation, RFPs, project management and consulting services on an as needed basis during the term of this Agreement in order to provide a reliable, cost effective as well as innovative technology infrastructure. All service requests for existing products and services shall be managed through SRMS (Service Request Management Systems). Any requests for new products and services shall be handled through in ITS' normal project architecture for County ITS projects, but ITS shall create a requirements document for LAFCO approval prior to ITS performing any significant work on such new projects.

b. **Description of Specific Services:**

Countywide network connectivity: high-speed local area networking and wide area network digital access to each major County and LAFCO location.

Infrastructure support: data and phone wiring/cabling, full copper and fiber warranty/ troubleshooting, and repair/replacement service.

Network & Server Administration and Monitoring: 24/7 automated network monitoring with on call emergency technician to respond to critical service outages.

File Services: File system server storage space and management. IE, H: etc drives. Daily tape backup, fault tolerance, and data recovery services.

Desktop and Server Virus scanning: automated virus updates will be enabled to the desktop and servers. Monitoring of services for reliability, performance, and updates.

Print Services: Printer and print queue management.

Email/Scheduling Service: Includes Countywide (including LAFCO) Exchange/Outlook email and scheduling system, Remote WEB access, resource scheduling, Internet email connectivity, and countywide address book.

Security/Firewall Services: Firewall, proxy services, intrusion detection system, reporting system, and monitoring software on Windows 2000/2003 Servers.

Internet Access: High speed Internet access from all County and LAFCO facilities.

Enterprise Resource Planning (ERP): Access to PeopleSoft Financial and HRMS (Human Resource Management Systems), including time and labor, project costing, purchasing, etc.

Enterprise Content Management: Access to document management systems to manage digital content. This includes eform solutions to automate internal and external forms.

Remote Access: Remote modem dial-in, and Internet VPN (Virtual Private Network) access for mobile/remote workers and third party vendor support.

Helpdesk: Provide a dedicated full time person on Helpdesk phone from 7:00 a.m. to 5:00 p.m., Monday thru Friday. On call emergency technician available 24/7 via after-hours voice mail/pager. Expanded IS Helpdesk Intranet site for problem reporting, system status, product purchasing, training class registration and self-help resources.

Training Center: Dedicated 12 seat plus instructor PC training room. Fully multimedia with overhead projector, DVD and VCR for multimedia training/presentations. AGENCY can schedule and use the facility for any type of training/meetings/etc.

Internet site hosting and development: Hosting Services for Internet and Intranet Web Sites. Access to Chardonay for enterprise intranet, Sharepoint "My Site" for personalized information. Full backup and recover services, security, virus/phishing, and firewall services. WEB monitoring, filtering, reporting and statistics.

User Account administration: End user account setup and administration. Security and all core services accounts.

Access to Enterprise Systems and data: Property, permitting, recorded documents, code compliance, etc.

Server management and hosting services: Physical Server management, HW (Hardware) management, Operating System management, virus protection, version maintenance, patches, service packs, tape backup, disaster recovery, third party vendor coordination, uninterruptible battery backups, 24/7 SNMP (Simple Network Managed Protocol) monitoring and pager alarms.

Geographical Information Systems (GIS): Turn key GIS services including training, user support, and access to the enterprise spatial data warehouse and web applications. Limited map production services. Large-format plotters. Data hosting, management and distribution.

4. "Services of the Information Technology (annual rate)" of Attachment AA is hereby amended to read in full as follows:

Services of Information Technology (annual rate):

- a. Calculation of Annual Fee and Method of Payment. The parties acknowledge that compensation of County by LAFCO for the information technology services provided by County under Section 4 of Attachment D of this Agreement are calculated utilizing the ITS Cost Allocation Method for County's own departments and agencies which was approved by the Napa County Board of Supervisors on June 19, 2001, a copy of which is attached to Amendment No. 1 of the Agreement as Attachment "BB". At the option of LAFCO, the Annual Fee shall be payable either in advance in a single payment due on or before July 1 of the applicable fiscal year or in monthly payments in arrears, each payment due on or before the first of the month succeeding the month of service, with the payable monthly rate being 1/12 of the Annual Fee then in effect.
- b. Amount of Annual Fee. The Annual Fee shall be as follows:

<u>Fiscal Year</u>	<u>Annual Rate (payable in advance on July 1)</u>
2003-2004	\$12,900.00
2004-2005	\$12,999.96
2005-2006	\$13,377.96
2006-2007	\$17,799.00
Beginning 2007-2008*	\$16,387.00

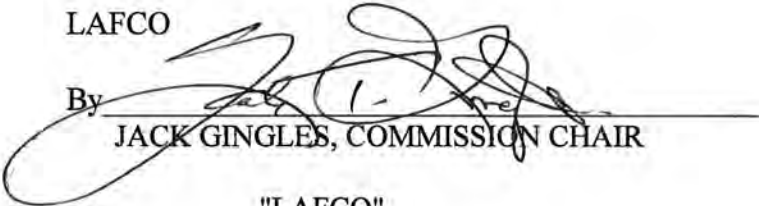
- * Future Modifications. Notwithstanding the foregoing, it is anticipated that County and LAFCO may need to amend this Agreement to conform subsequent fiscal year compensation amounts beginning with Fiscal Year 2008-2009 to the above-referenced Cost Allocation Method or such other Method as the parties may have agreed to by amendment, or may amend this Agreement within Fiscal Year 2007-2008 or any subsequent fiscal year during the term of this Agreement or extension thereof to reflect additional services requested by LAFCO.

5. This Amendment No. 1 of the MA shall be effective as of September 1, 2007.

6. Except as provided in (1) through (5), above, the terms and provisions of the MA shall remain in full force and effect as originally approved.

IN WITNESS WHEREOF, the parties hereto have approved this Amendment No. 1 of Napa County Agreement No. 4433 through their duly authorized representatives as of the date first above written.

LAFCO

By  _____
JACK GINGLES, COMMISSION CHAIR

ATTEST:

"LAFCO"

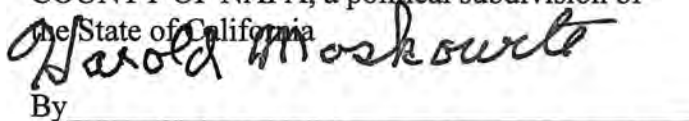
By _____

APPROVED AS TO FORM:

LAFCO Legal Counsel

By: Jaqueline M. Dong
Date: 11/19/07

COUNTY OF NAPA, a political subdivision of
the State of California


By _____

HAROLD MOSKOWITE, Chair of the Board of
Supervisors

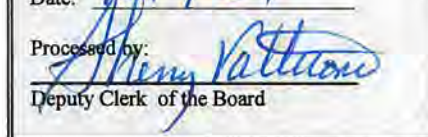
"County"

ATTEST: GLADYS I. COIL
Clerk of the Board of Supervisors

By: 

APPROVED AS TO FORM
Office of County Counsel

By: Margaret L. Woodbury,
Chief Deputy County Counsel
(by e-signature)
Date: August 31, 2007

**APPROVED BY THE NAPA COUNTY
BOARD OF SUPERVISORS**
Date: 12-4-07
Processed by: 
Deputy Clerk of the Board

ATTACHMENT BB**ITS COST ALLOCATION METHOD**

In 2001, the Napa County Board of Supervisors approved a comprehensive cost allocation method prepared by an independent auditing agency, Bartig, Basler & Ray, for the calculation of ITS charges. This method, used for all departments, is based on a formula that incorporates ten ITS functional categories and the client usage associated with them. These categories include: Network Services, Financials, Human Resources, CJIMS, Helpdesk, Departmental Services, Overhead, Administrative Services, Assigned Staff and Training. Usage charges are reviewed annually for the purpose of determining appropriate cost allocation.

ITS uses four factors in its cost allocation plan used to determine an Agency's share of the ITS budget:

- Number of agency personnel (# of Napa County payroll checks)
- Size of agency's last fiscal years expenditure
- Number of ITS managed agency personal computers
- Number of hours enhanced support for last fiscal year (usually application development of an agency specific program)

ITS collects and distributes its costs in the following service areas:

Service Area	Distribute Cost to	Cost Factor
Network Services-Communication lines and equipment, remote access, internet access, email, etc. and staff	All agencies	Number of personal computers
Financials-including PS intranet, budget module, etc. HW/SW and staff	All agencies who utilize financial services	Percentage of total budget
HR-HW/SW and staff	All agencies receiving Napa County payroll checks	Number of staff
CJIMS-HW/SW and staff	Criminal justice agencies	Number of PCs and staff
Help Desk-staff and supplies	All agencies	Number of PCs
Departmental Services-HW/SW and staff for non-Enterprise applications (Megabyte, HMS, etc.)	Individual agencies utilizing the application	Actual expenditures: material, services and labor
Overhead-non project/service related expenses (vacation, training, expenses, etc.)	All agencies	Number of PCs

Administrative Services-IT support activities: contracts, asset mgmt, policies, etc.	All agencies	Number of PCs
Assigned Staff-ITS staff assigned reporting to departmental locations	Agency where staff is assigned	Actual personnel cost
Training-Training room and instruction	All agencies	Number of staff

Sample Cost Drivers and Calculations

Cost Drivers	County	Sample Agency
Number of PCs	1050	20
Staff	1400	25
Actual Expenditures	\$175,000,000	\$500,000
Departmental Services	n/a	40 hours
ITS Budget	\$6,000,000	n/a
Application Maintenance	\$250,000	n/a
Assigned Staff	\$250,000	0

ITS Service Spread (Sample) in Hours (65,000 total)

Network Services	15,000
Financials	5,000
Human Resources	4,300
Criminal Justice Applications	4,500
Help Desk	10,000
Departmental Services	8,900
Training	1,800
Overhead	8,000
Administrative Services	7,500

Total dollars to spread = 6,000,000 - 250,000 (maintenance) - 250,000 (assigned) = \$5,500,000

Sample Agencies ITS Charges

Service Area	Cost	Calculation
Network Services	\$24,175	15000hrs/65000hrs*20pc/1050pc15,500,000
Financials	\$12,088	5000hrs/65000hrs*\$500000/\$17500000015500000
HR	\$6,497	4300hrs/65000hrs*25fte/1400fte*\$5500000
Criminal Justice	\$0	
Help Desk	\$16,117	10000hrs/65000hrs*20pc/1050pc*\$5500000
Dept Services	\$3,385	40hrs/8900hrs*8900hrs/65000hrs15500000
Overhead	\$12,894	8000hrs/65000hrs*20pc/1050pc*\$5500000
Admin Services	\$12,088	7500hrs/65000hrs*20pc/1050pc15500000
Assigned Staff	0	
Training	\$2,720	1800hrs/65000hrs*25fte/1400fte15500000

Total ITS Charges=\$89,964

AMENDMENT NO. 2 OF

**NAPA COUNTY AGREEMENT NO. 4433
LOCAL AGENCY FORMATION COMMISSION OF
NAPA COUNTY AGREEMENT NO. 03-02**

**SUPPORT SERVICES BY THE COUNTY OF NAPA TO THE LOCAL AGENCY
FORMATION COMMISSION OF NAPA COUNTY**

THIS AMENDMENT NO. 2 OF NAPA COUNTY AGREEMENT NO. 4433 is made and entered into as of this 1st day of July, 2008 by and between the COUNTY OF NAPA, a political subdivision of the State of California, hereinafter referred to as "County", and the LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY (hereinafter "LAFCO"), a local public agency formed pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act (Government Code Section 56000 et. seq.);

RECITALS

WHEREAS, on or about July 1, 2003, County and LAFCO entered into Napa County Agreement No. 4433 (hereinafter referred to as "MA"), subsequently amended on or about September 1, 2007, for the provision by County of support services needed for LAFCO's performance of its functions and responsibilities, including information technology services; and

WHEREAS, the parties now desire to amend the MA to modify the annual rates of compensation to County for services provided by its Information Technology Services Department ("ITS") to reflect changes in the costs to County to provide such services;

TERMS

NOW, THEREFORE, County and LAFCO hereby amend the Agreement as follows:

1. The portion entitled "Services of Information Technology (annual rate)" of Attachment AA of the Agreement is hereby amended to read in full as follows:

1. **Services of Information Technology (annual rate):**

- a. **Calculation of Annual Fee and Method of Payment.** The parties acknowledge that reimbursement of County by LAFCO for the costs of providing the information technology services required of County under Section 4 of Attachment D of this Agreement are calculated utilizing the ITS Cost Allocation Method for County's own departments and agencies which was approved by the Napa County Board of Supervisors on June 19, 2001, a copy of which is attached to Amendment No. 1 of the Agreement as Attachment "BB". At the option of LAFCO, the Annual Fee shall be payable either in advance in a single payment due on or before July 1 of the applicable fiscal year or in monthly payments in arrears, each payment due on

or before the first of the month succeeding the month of service, with the payable monthly rate being 1/12 of the Annual Fee then in effect.

- b. Amount of Annual Fee. The Annual Fee shall be as follows:

<u>Fiscal Year</u>	<u>Annual Rate</u>
2003-2004	\$12,900.00
2004-2005	\$12,999.96
2005-2006	\$13,377.96
2006-2007	\$17,799.00
2007-2008	\$16,387.00
Beginning 2008-2009*	\$17,768.00

* Future Modifications. Notwithstanding the foregoing, it is anticipated that County and LAFCO may amend this Agreement, beginning with Fiscal Year 2009-2010, to conform subsequent fiscal year compensation amounts to the above-referenced Cost Allocation Method or such other Method as the parties may subsequently agree to by amendment, or may amend this Agreement within Fiscal Year 2008-2009 or any subsequent fiscal year during the term of this Agreement or extension thereof to reflect additional services requested by LAFCO.

2. This Amendment No. 2 of the MA shall be effective as of July 1, 2008.
3. Except as provided in (1) through (2), above, the terms and provisions of the MA shall remain in full force and effect as originally approved.

IN WITNESS WHEREOF, this Amendment No. 2 of Napa County Agreement No.

////

4433 as of the date first above written.

LOCAL AGENCY FORMATION COMMISSION OF
NAPA COUNTY

By *Brad Wagenknecht*
BRAD WAGENKNECHT, Chair of the Local Agency
Formation Commission of Napa County

ATTEST: KEENE SIMONDS,
Executive Director/Clerk of LAFCO

"LAFCO"

By: *Keene Simonds*

APPROVED AS TO FORM:
Commission Counsel
By: Jacqueline M. Gong
(By e-signature)
Date: 5/23//08

COUNTY OF NAPA, a political subdivision of
the State of California

By *Brad Wagenknecht*
BRAD WAGENKNECHT, Chair of the Board of
Supervisors

"COUNTY"

ATTEST: GLADYS I. COIL
Clerk of the Board of Supervisors

By: *Gladys I. Coil*

APPROVED AS TO FORM
Office of County Counsel
By: *Margaret L. Woodbury*,
Chief Deputy
(by e-signature)
Date: May 23, 2008

**APPROVED BY THE NAPA COUNTY
BOARD OF SUPERVISORS**
Date: *6-17-08*
Processed by: *Shen Vattione*
Deputy Clerk of the Board

**AMENDMENT NO. 3 OF
NAPA COUNTY AGREEMENT NO. 4433
LOCAL AGENCY FORMATION COMMISSION OF
NAPA COUNTY AGREEMENT NO. 03-02**

**SUPPORT SERVICES BY THE COUNTY OF NAPA TO THE LOCAL AGENCY
FORMATION COMMISSION OF NAPA COUNTY**

THIS AMENDMENT NO. 3 OF NAPA COUNTY AGREEMENT NO. 4433 is made and entered into as of this 1st day of July, 2009 by and between the COUNTY OF NAPA, a political subdivision of the State of California, hereinafter referred to as "County", and the LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY (hereinafter "LAFCO"), a local public agency formed pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act (Government Code Section 56000 et. seq.);

RECITALS

WHEREAS, on or about July 1, 2003, County and LAFCO entered into Napa County Agreement No. 4433 (hereinafter referred to as "MA"), amended on or about September 1, 2007, and amended on June 17, 2008, for the provision by County of support services needed for LAFCO's performance of its functions and responsibilities, including information technology services; and

WHEREAS, the parties now desire to amend the MA to modify the annual rates of compensation to County for services provided by its Information Technology Services Department ("ITS") to reflect changes in the costs to County to provide such services;

TERMS

NOW, THEREFORE, County and LAFCO hereby amend the Agreement as follows:

1. The portion entitled "Services of Information Technology (annual rate)" of Attachment AA of the Agreement is hereby amended to read in full as follows:

1. **Services of Information Technology (annual rate):**

- a. **Calculation of Annual Fee and Method of Payment.** The parties acknowledge that reimbursement of County by LAFCO for the costs of providing the information technology services required of County under Section 4 of Attachment D of this Agreement are calculated utilizing the ITS Cost Allocation Method for County's own departments and agencies which was approved by the Napa County Board of Supervisors on June 19, 2001, a copy of which is attached to Amendment No. 1 of the Agreement as Attachment "BB". At the option of LAFCO, the Annual Fee shall be payable either in advance in a single payment due on or before July 1 of

the applicable fiscal year or in monthly payments in arrears, each payment due on or before the first of the month succeeding the month of service, with the payable monthly rate being 1/12 of the Annual Fee then in effect.

- b. Amount of Annual Fee. The Annual Fee shall be as follows:

<u>Fiscal Year</u>	<u>Annual Rate</u>
2003-2004	\$12,900.00
2004-2005	\$12,999.96
2005-2006	\$13,377.96
2006-2007	\$17,799.00
2007-2008	\$16,387.00
2008-2009	\$17,768.00
Beginning 2009-2010*	\$18,705.00

* Future Modifications. Notwithstanding the foregoing, it is anticipated that County and LAFCO may amend this Agreement, beginning with Fiscal Year 2010-2011, to conform subsequent fiscal year compensation amounts to the above-referenced Cost Allocation Method or such other Method as the parties may subsequently agree to by amendment, or may amend this Agreement within Fiscal Year 2009-2010 or any subsequent fiscal year during the term of this Agreement or extension thereof to reflect additional services requested by LAFCO.

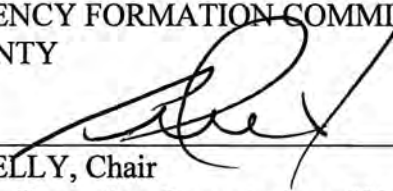
2. This Amendment No. 3 of the MA shall be effective as of July 1, 2009.
3. Except as provided in (1) through (2), above, the terms and provisions of the MA shall remain in full force and effect as originally approved.

IN WITNESS WHEREOF, this Amendment No.3 of Napa County Agreement No.

/////

4433 as of the date first above written.

LOCAL AGENCY FORMATION COMMISSION OF
NAPA COUNTY

By 
BRIAN J. KELLY, Chair
Local Agency Formation Commission of Napa County

ATTEST: KEENE SIMONDS,
Executive Director/Clerk of LAFCO

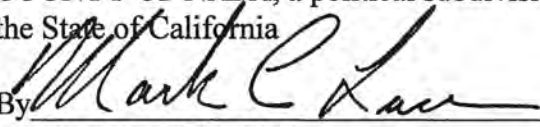
"LAFCO"

By: 

APPROVED AS TO FORM:
Commission Counsel
By: E-Signature Jackie Gong

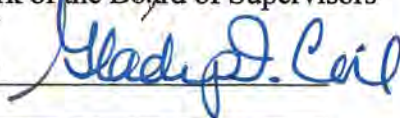
Date: 6/17/09

COUNTY OF NAPA, a political subdivision of
the State of California


By 
MARK LUCE, Chair
Napa County Board of Supervisors

"COUNTY"

ATTEST: GLADYS I. COIL
Clerk of the Board of Supervisors

By: 

APPROVED AS TO FORM
Office of County Counsel
By: P. Tyrrell (by e-signature)
Date: June 11, 2009

**APPROVED BY THE NAPA COUNTY
BOARD OF SUPERVISORS**
Date: 8-11-09
Processed by: 
Deputy Clerk of the Board

**AMENDMENT NO. 4 OF
NAPA COUNTY AGREEMENT NO. 4433
LOCAL AGENCY FORMATION COMMISSION OF
NAPA COUNTY AGREEMENT NO. 03-02**

**SUPPORT SERVICES BY THE COUNTY OF NAPA TO THE LOCAL AGENCY
FORMATION COMMISSION OF NAPA COUNTY**

THIS AMENDMENT NO. 3 OF NAPA COUNTY AGREEMENT NO. 4433 is made and entered into as of this 1st day of July, 2010 by and between the COUNTY OF NAPA, a political subdivision of the State of California, hereinafter referred to as "County", and the LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY (hereinafter "LAFCO"), a local public agency formed pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act (Government Code Section 56000 et. seq.);

RECITALS

WHEREAS, on or about July 1, 2003, County and LAFCO entered into Napa County Agreement No. 4433 (hereinafter referred to as "MA"), amended on or about September 1, 2007, June 17, 2008, and amended on July 1, 2009 for the provision by County of support services needed for LAFCO's performance of its functions and responsibilities, including information technology services; and

WHEREAS, the parties now desire to amend the MA to modify the annual rates of compensation to County for services provided by its Information Technology Services Department ("ITS") to reflect changes in the costs to County to provide such services;

TERMS

NOW, THEREFORE, County and LAFCO hereby amend the Agreement as follows:

1. The portion entitled "Services of Information Technology (annual rate)" of Attachment AA of the Agreement is hereby amended to read in full as follows:

1. **Services of Information Technology (annual rate):**
 - a. Calculation of Annual Fee and Method of Payment. The parties acknowledge that reimbursement of County by LAFCO for the costs of providing the information technology services required of County under Section 4 of Attachment D of this Agreement are calculated utilizing the ITS Cost Allocation Method for County's own departments and agencies which was approved by the Napa County Board of Supervisors on June 19, 2001, a copy of which is attached to Amendment No. 1 of the Agreement as Attachment "BB". At the option of LAFCO, the Annual Fee shall be payable either in advance in a single payment due on or before July 1 of

the applicable fiscal year or in monthly payments in arrears, each payment due on or before the first of the month succeeding the month of service, with the payable monthly rate being 1/12 of the Annual Fee then in effect.

- b. Amount of Annual Fee. The Annual Fee shall be as follows:

<u>Fiscal Year</u>	<u>Annual Rate</u>
2003-2004	\$12,900.00
2004-2005	\$12,999.96
2005-2006	\$13,377.96
2006-2007	\$17,799.00
2007-2008	\$16,387.00
2008-2009	\$17,768.00
2009-2010	\$18,705.00
2010-2011*	\$14,945.00

* Future Modifications. Notwithstanding the foregoing, it is anticipated that County and LAFCO may amend this Agreement, beginning with Fiscal Year 2010-2011, to conform subsequent fiscal year compensation amounts to the above-referenced Cost Allocation Method or such other Method as the parties may subsequently agree to by amendment, or may amend this Agreement within Fiscal Year 2009-2010 or any subsequent fiscal year during the term of this Agreement or extension thereof to reflect additional services requested by LAFCO.


2. This Amendment No. 4 of the MA shall be effective as of July 1, 2010.
3. Except as provided in (1) through (2), above, the terms and provisions of the MA shall remain in full force and effect as originally approved.

IN WITNESS WHEREOF, this Amendment No.4 of Napa County Agreement No.

//////

4433 as of the date first above written.

LOCAL AGENCY FORMATION COMMISSION OF
NAPA COUNTY

By 
JULIANA INMAN, Chair of the Local Agency
Formation Commission of Napa County

ATTEST: KEENE SIMONDS,
Executive Director/Clerk of LAFCO

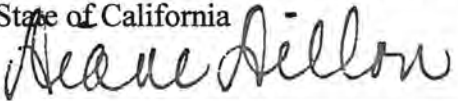
"LAFCO"

By: Jackie Gong (E-Signature)
Date: 6/3/10

APPROVED AS TO FORM:
Commission Counsel
By:


Date:

COUNTY OF NAPA, a political subdivision of
the State of California

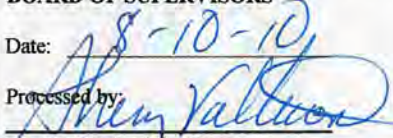
By 
DIANE DILLON, Chair
Napa County Board of Supervisors

"COUNTY"

ATTEST: GLADYS I. COIL
Clerk of the Board of Supervisors

By: 

APPROVED AS TO FORM
Office of County Counsel
By: 
Date: 8/9/10

**APPROVED BY THE NAPA COUNTY
BOARD OF SUPERVISORS**
Date: 8-10-10
Processed by: 
Deputy Clerk of the Board

AMENDMENT NO. 5 OF

**NAPA COUNTY AGREEMENT NO. 4433
LOCAL AGENCY FORMATION COMMISSION OF
NAPA COUNTY AGREEMENT NO. 03-02**

**SUPPORT SERVICES BY THE COUNTY OF NAPA TO THE LOCAL AGENCY
FORMATION COMMISSION OF NAPA COUNTY**

THIS AMENDMENT NO. 5 OF NAPA COUNTY AGREEMENT NO. 4433 is made and entered into as of this 1st day of July, 2011 by and between the COUNTY OF NAPA, a political subdivision of the State of California, hereinafter referred to as "County", and the LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY (hereinafter "LAFCO"), a local public agency formed pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act (Government Code Section 56000 et. seq.);

RECITALS

WHEREAS, on or about July 1, 2003, County and LAFCO entered into Napa County Agreement No. 4433 (hereinafter referred to as "MA"), amended on or about September 1, 2007, June 17, 2008, July 1, 2009, and amended on July 1, 2010 for the provision by County of support services needed for LAFCO's performance of its functions and responsibilities, including information technology services; and

WHEREAS, the parties now desire to amend the MA to modify the annual rates of compensation to County for services provided by its Information Technology Services Department ("ITS") to reflect changes in the costs to County to provide such services;

TERMS

NOW, THEREFORE, County and LAFCO hereby amend the Agreement as follows:

1. The portion entitled "Services of Information Technology (annual rate)" of Attachment AA of the Agreement is hereby amended to read in full as follows:

1. **Services of Information Technology (annual rate):**

a. Calculation of Annual Fee and Method of Payment. The parties acknowledge that reimbursement of County by LAFCO for the costs of providing the information technology services required of County under Section 4 of Attachment D of this Agreement are calculated utilizing the ITS Cost Allocation Method for County's own departments and agencies which was approved by the Napa County Board of Supervisors on June 19, 2001, a copy of which is attached to Amendment No. 1 of the Agreement as Attachment "BB". At the option of LAFCO, the Annual Fee shall be payable either in advance in a single payment due on or before July 1 of

the applicable fiscal year or in monthly payments in arrears, each payment due on or before the first of the month succeeding the month of service, with the payable monthly rate being 1/12 of the Annual Fee then in effect.

- b. Amount of Annual Fee. The Annual Fee shall be as follows:

<u>Fiscal Year</u>	<u>Annual Rate</u>
2003-2004	\$12,900.00
2004-2005	\$12,999.96
2005-2006	\$13,377.96
2006-2007	\$17,799.00
2007-2008	\$16,387.00
2008-2009	\$17,768.00
2009-2010	\$18,705.00
2010-2011	\$14,945.00
2011-2012	\$20,261.00

* Future Modifications. Notwithstanding the foregoing, it is anticipated that County and LAFCO may amend this Agreement, beginning with Fiscal Year 2011-2012, to conform subsequent fiscal year compensation amounts to the above-referenced Cost Allocation Method or such other Method as the parties may subsequently agree to by amendment, or may amend this Agreement within Fiscal Year 2010-2011 or any subsequent fiscal year during the term of this Agreement or extension thereof to reflect additional services requested by LAFCO.

2. This Amendment No. 5 of the MA shall be effective as of July 1, 2011.
3. Except as provided in (1) through (2), above, the terms and provisions of the MA shall remain in full force and effect as originally approved.

IN WITNESS WHEREOF, this Amendment No.5 of Napa County Agreement No.

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4433 as of the date first above written.

LOCAL AGENCY FORMATION COMMISSION OF
NAPA COUNTY

By *Bill Dodd*
BILL DODD, Chairman of the Local Agency
Formation Commission of Napa County

ATTEST: KEENE SIMONDS,
Executive Director/Clerk of LAFCO

"LAFCO"

By: *Keene Simonds*

APPROVED AS TO FORM:
Commission Counsel
By: Jackie Gong (E-Signature)

Date: 3/28/11

COUNTY OF NAPA, a political subdivision of
the State of California

By *Bill Dodd*
BILL DODD, Chairman
Napa County Board of Supervisors

"COUNTY"

ATTEST: GLADYS I. COIL
Clerk of the Board of Supervisors

By: *Gladys I. Coil*

APPROVED AS TO FORM
Office of County Counsel
By: *Thomas S. Capriola*
(by e-signature)
Date: *March 28, 2011*

**APPROVED BY THE NAPA COUNTY
BOARD OF SUPERVISORS**
Date: *6-21-11*
Processed by *Sherry Valtierra*
Deputy Clerk of the Board

AMENDMENT NO. 6
NAPA COUNTY AGREEMENT NO. 4433
LOCAL AGENCY FORMATION COMMISSION OF
NAPA COUNTY AGREEMENT NO. 03-02

**SUPPORT SERVICES BY THE COUNTY OF NAPA TO THE LOCAL AGENCY FORMATION
COMMISSION OF NAPA COUNTY**

THIS AMENDMENT NO. 6 OF NAPA COUNTY AGREEMENT NO. 4433 is made and entered into as of this 1st day of July, 2012, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY (hereinafter "LAFCO"), a local public agency formed pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act (Government Code Section 56000et.seq.);

RECITALS

WHEREAS, on or about July 1, 2003, COUNTY and LAFCO entered into Napa County Agreement No. 4433 (hereinafter referred to as "MA"), amended on or about September 1, 2007, June 17, 2008, July 1, 2009, July 1, 2010 and amended on July 1, 2011 for the provision by COUNTY of support services needed for LAFCO's performance of its functions and responsibilities, including information technology services; and

WHEREAS, the parties now desire to amend the MA to modify the scope of the Information Technology Services provided under the MA and to modify annual rates of compensation to COUNTY for services provided by its Information Technology Services Department ("ITS") to reflect changes in the costs to COUNTY to provide such services;

TERMS

NOW, THEREFORE, COUNTY and LAFCO hereby amend the Agreement as follows:

1. Section 4 of Attachment D is hereby amended to read in full as follows for those Information Technology Services and functions to be provided to LAFCO on and after July 1, 2012:

4. INFORMATION TECHNOLOGY SERVICES

COUNTY shall provide LAFCO with COUNTY personnel to perform the following services and functions for LAFCO, including access to the products and product licenses noted:

Napa County ITS shall provide a total information technology support package. This includes technical support, development, technology evaluation, RFPs, project management and consulting services on an as needed basis during the term of this Agreement in order to provide a reliable, cost effective as well as innovative technology infrastructure. All service requests for existing products and services shall be managed through SRMS (Service Request Management Systems) and request for new products and services in ITS project architecture. ITS shall create a requirements document for customer approval prior to ITS performing any significant work. Purchases of products or licenses for applications not noted in this Exhibit shall be made by LAFCO by separate agreement with COUNTY or third parties unless this Agreement is expressly amended to add such items to this Scope of Services.

Included services:

Countywide network connectivity: existing County local area networking and wide area network digital access to appropriate County location. COUNTY reserves the right to restrict internet access to appropriate uses. Examples of inappropriate uses included, but are not limited to, activities that would weaken the COUNTY's security or increases in the use of COUNTY bandwidth that results in impacts to COUNTY's services, including additional costs, slower

access to users of the COUNTY system, or impacts of similar magnitude. LAFCO is responsible for any cost associated with connection from LAFCO to COUNTY infrastructure (LAN/WAN).

Infrastructure Support: Troubleshooting and support of LAFCO access and use of COUNTY LAN/WAN.

COUNTY Network & Server Administration and Monitoring: 24/7 automated network monitoring with on call emergency technician to respond to critical service outages of COUNTY LAN/WAN.

File Services: File system server storage space and management. IE, H: etc drives. Daily tape backup of supported data and systems, fault tolerance, and data recovery services of all servers located at COUNTY Data Center(s).

Desktop and Server Virus scanning: Automated virus updates will be enabled to the COUNTY supported desktop and servers. Monitoring of services for reliability, performance, and updates.

Print Services: Printer and print queue management of COUNTY supported printers.

Email/Scheduling Service: Includes Countywide Exchange/Outlook email and scheduling system, Remote WEB access, resource scheduling, Internet email connectivity, and countywide address book.

Security/Firewall Services: Firewall, proxy services, intrusion detection system, reporting system, and monitoring software on COUNTY supported Servers.

Internet Access: Minimum 10/100 Internet access from appropriate COUNTY facilities (County Data Center to ISP). Access to the Internet will be restricted to business use only. Non business sites and activity including access to sites that may possibly contain improper content, deemed a security or privacy risk, or other such designations will be restricted.

Enterprise Resource Planning (ERP): Access to PeopleSoft Financial and HRMS (Human Resource Management Systems), including time and labor, project costing, purchasing, etc.

Enterprise Content Management: Access to document management systems to manage digital content. This includes eform solutions to automate internal and external forms.

Remote Access: Internet VPN (Virtual Private Network or other COUNTY ITS approved method) access for mobile/remote workers and limited access of third party vendor support. Remote access user must meet all COUNTY security and privacy policies and agreements and abide by its user defined processes and practices.

Helpdesk: Provide Helpdesk phone access from 7:00 a.m. to 5:00 p.m., Monday thru Friday. Limited on call phone access will be available 24/7 via after-hours via voice mail. COUNTY will provide a (non-emergency) IS Helpdesk Intranet site for problem reporting, system status, product purchasing, training class registration and self-help resources.

Training Center: Dedicated 16 seat plus instructor PC training room. Multimedia room with overhead projector for training/presentations. LAFCO can schedule and use the facility for any type of training/meetings/etc. Training courses and associated costs are not included in this agreement.

Internet Site Hosting and Development: Hosting Services for Napa 'ITS developed' Internet and Intranet Web Sites. Access to Chardonnay for enterprise intranet, SharePoint "My Site" for

personalized information. Full backup and recovery services, security, virus/phishing, and firewall services of Hosted Web Sites. WEB monitoring, filtering, reporting and statistics.

User Account Administration: End user account setup and administration within County Active Directory system. Security and all core services accounts.

Access to Enterprise Systems and Data: Property, permitting, recorded documents, code compliance, etc.

Server management and hosting services for servers hosted at COUNTY Data Center(s): Physical Server management, HW (Hardware) management, Operating System management, virus protection, version maintenance, patches, service packs, tape backup, disaster recovery, third party vendor coordination, uninterruptible battery backups, 24/7 SNMP (Simple Network Managed Protocol) monitoring.

Geographical Information Systems (GIS): Turnkey GIS services including training, user support, and access to the enterprise spatial data warehouse and web applications. Limited map production services. Large-format plotters. Data hosting, management and distribution.

Pre-approval of Technology Purchases: All LAFCO technology systems intended to be installed within COUNTY technology assets and supported by COUNTY must be reviewed and pre-approved by COUNTY prior to LAFCO purchase.

Limitations to this agreement: Services provided by COUNTY are limited to only those technologies that COUNTY is deemed capable and trained to provide and that is residing on or connected to the COUNTY network infrastructure. Any LAFCO technology assets not deemed to be sufficiently secure and not placed on COUNTY network will be excluded from this agreement. Additionally, any services, hardware, process, or system implemented by LAFCO that does not meet and/or comply with any 'in effect' standards and/or COUNTY prescribed best practices will be excluded from this agreement. COUNTY will, unilaterally, have final authority on any discussions regarding the meaning of any terms contained within this agreement.

What is not included in the services contracted unless specifically addressed in the agreement and the cost allocation method:

Because physical location is not at the discretion of the County Board of Supervisors, connectivity installation costs such as T-1 connection will be solely the responsibility of LAFCO.

COUNTY will not support nor install any non-COUNTY standard technology deployed by LAFCO independent from COUNTY ITS approval and acceptance.

LAFCO will not deploy non-COUNTY approved and/or non-COUNTY standard technology, software, database, peripheral devices, mobile device, wireless devices, or any other technology asset on COUNTY owned equipment without approval of COUNTY ITS. Any deviation from this requirement will be considered a material breach of this agreement.

Servers hosted at LAFCO or LAFCO servers that are non-COUNTY standard operating systems and applications will not be supported by COUNTY ITS nor will they be physically connected to COUNTY infrastructure without written approval from COUNTY ITS.

COUNTY ITS will disconnect and/or make any LAFCO device, software, or device/software configurations that attached to or communicate through the COUNTY network unusable if COUNTY ITS deems such action necessary to protect the security and/or integrity of COUNTY operational assets including any device or software that impact the operational status of COUNTY users, as a whole. This is at the sole discretion of COUNTY ITS.

COUNTY ITS does not service any non-COUNTY asset including non-COUNTY PC's and printers nor allow non-COUNTY assets to be physically connected to COUNTY infrastructure. ITS may supply LAFCO with software such as VPN or Terminal software that allows secure connection through the Internet to COUNTY network in support of the agreement.

Web sites developed and supported by outside vendors will not be allowed to be hosted on COUNTY Web servers.

LAFCO must provide their own DSL (or other type connection) outside of COUNTY network traffic for any bandwidth intensive processes or applications such as video conferencing.

Training course costs and other associated training costs are not included in this agreement.

LAFCO is responsible for all data and telecom wiring at their location. If COUNTY ITS is available to provide such services then materials and labor will be billed to LAFCO outside of this agreement.

2. The portion entitled "Services of Information Technology (annual rate)" of Attachment AA of the Agreement is hereby amended to read in full as follows:

1. Services of Information Technology (annual rate):

a. Background. County allocates Internet Technology Service (ITS) costs to all of the County's internal departments each year as part of its budgeting process. The County performs this task by breaking out all ITS costs – into subdivisions, which align with the major services being provided: Administration, Land Use Application, Network Operations, Development, Help Desk, Enterprise Resource Planning, Customer Management and Enterprise Architecture. County then allocates ITS costs throughout the County's departments based on either the number of personal computers ("PCs") or full-time equivalent employees ("FTE"). It is the intent and understanding of the parties that County shall calculate LAFCO's Annual Fee by multiplying the total costs per PC or FTE County utilized for setting the County's own departmental budgets by the number of LAFCO's PCs or FTE.

b. Payment. The Annual Fee shall be payable in arrears on or before the first of the month succeeding the month of service, with the payable monthly rate being 1/12 of the annual rate in effect on the first date of the month of service.

c. Amount of Annual Fee. The Annual Fee shall be as follows:

<u>Fiscal Year</u>	<u>Annual Rate</u>
2003-2004	\$12,900.00
2004-2005	\$12,999.96
2005-2006	\$13,377.96
2006-2007	\$17,799.00
2007-2008	\$16,387.00
2008-2009	\$17,768.00
2009-2010	\$18,705.00
2010-2011	\$14,945.00
2011-2012	\$20,261.00
2012-2013	\$22,009.00


The Annual Fee for Fiscal Year 2013-2014 and thereafter shall remain \$22,009.00 until this Agreement is amended.

3. This Amendment No. 6 of the MA shall be effective as of July 1, 2012.

4. Except as set forth in (1) through (2), above, the terms and provisions of the MA shall remain in full force and effect as previously approved.


IN WITNESS WHEREOF, this Amendment No. 6 of Napa County Agreement No. 4433 was executed by the parties hereto as of the date first above written.

**LOCAL AGENCY FORMATION COMMISSION OF
NAPA COUNTY**

By 
LEWIS CHILTON, Chair of the Agency Board

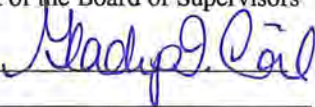
"LAFCO"

**COUNTY OF NAPA, a political subdivision of
the State of California**


By 
KEITH CALDWELL, Chairman of the Board of
Supervisors

"COUNTY"

ATTEST: GLADYS I. COIL,
Clerk of the Board of Supervisors

By: 

<p>APPROVED AS TO FORM Office of County Counsel By: <u>Thomas S. Capriola</u> Date: <u>May 25, 2012</u></p>
<p>APPROVED AS TO FORM Commission Counsel By: <u>Jackie Gong</u> Date: <u>May 29, 2012</u></p>

<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: <u>June 26, 2012</u> Processed by: <u></u> Deputy Clerk of the Board</p>

**AMENDMENT NO. 7
NAPA COUNTY AGREEMENT NO. 4433
LOCAL AGENCY FORMATION COMMISSION OF
NAPA COUNTY AGREEMENT NO. 03-02**

**SUPPORT SERVICES BY THE COUNTY OF NAPA TO THE LOCAL AGENCY
FORMATION COMMISSION OF NAPA COUNTY**

THIS AMENDMENT NO. 7 OF NAPA COUNTY AGREEMENT NO. 4433 is made and entered into as of this 1st day of July, 2013, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY (hereinafter "LAFCO"), a local public agency formed pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act (Government Code Section 56000et.seq.);

RECITALS

WHEREAS, on or about July 1, 2003, COUNTY and LAFCO entered into Napa County Agreement No. 4433 (hereinafter referred to as "MA"), amended on or about September 1, 2007, June 17, 2008, July 1, 2009, July 1, 2010, July 1, 2011 and amended on July 1, 2012 for the provision by COUNTY of support services needed for LAFCO's performance of its functions and responsibilities, including information technology services; and

WHEREAS, the parties now desire to amend the MA to modify the annual rates of compensation to COUNTY for services provided by its Information Technology Services Department ("ITS") to reflect changes in the costs to COUNTY to provide such services;

TERMS

NOW, THEREFORE, COUNTY and LAFCO hereby amend the Agreement as follows:

1. The portion entitled "Services of Information Technology (annual rate)" of Attachment AA of the Agreement is hereby amended to read in full as follows:

1. **Services of Information Technology (annual rate):**

- a. **Background.** County allocates Internet Technology Service (ITS) costs to all of the County's internal departments each year as part of its budgeting process. The County performs this task by breaking out all ITS costs – into subdivisions, which align with the major services being provided: Administration, Land Use Application, Network Operations, Development, Help Desk, Enterprise Resource Planning and Customer Management. County then allocates ITS costs throughout the County's departments based on either the number of personal computers ("PCs") or full-time equivalent employees ("FTE"). It is the intent and understanding of the parties that County shall calculate LAFCO's Annual Fee by multiplying the total costs per PC or FTE County utilized for setting the County's own departmental budgets by the number of LAFCO's

PCs or FTE.

b. Payment.

The Annual Fee shall be payable in arrears on or before the first of the month succeeding the month of service, with the payable monthly rate being 1/12 of the annual rate in effect on the first date of the month of service.

c. Amount of Annual Fee. The Annual Fee shall be as follows:

<u>Fiscal Year</u>	<u>Annual Rate</u>
2003-2004	\$12,900.00
2004-2005	\$12,999.96
2005-2006	\$13,377.96
2006-2007	\$17,799.00
2007-2008	\$16,387.00
2008-2009	\$17,768.00
2009-2010	\$18,705.00
2010-2011	\$14,945.00
2011-2012	\$20,261.00
2012-2013	\$22,009.00
2013-2014	\$22,374.00

The Annual Fee for Fiscal Year 2014-2015 and thereafter shall remain \$22,374.00 until this Agreement is amended.

2. This Amendment No. 7 of the MA shall be effective as of July 1, 2013.

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3. Except as set forth in (1) through (2), above, the terms and provisions of the MA shall remain in full force and effect as previously approved.

IN WITNESS WHEREOF, this Amendment No. 7 of Napa County Agreement No. 4433 was executed by the parties hereto as of the date first above written.

**LOCAL AGENCY FORMATION COMMISSION OF
NAPA COUNTY**

By *Brad Wagenknecht*
BRAD WAGENKNECHT, Chair of the Agency Board

"LAFCO"

**NAPA COUNTY, a political subdivision of
the State of California**

By *Brad Wagenknecht*
BRAD WAGENKNECHT, Chairman of the Board of
Supervisors

"COUNTY"

ATTEST: GLADYS I. COIL,
Clerk of the Board of Supervisors

By: *Gladys I. Coil*

APPROVED AS TO FORM
Office of County Counsel
By: *Thomas S. Capriola*
Date: *March 4, 2013*

**APPROVED BY THE NAPA
COUNTY
BOARD OF SUPERVISORS**
Date: *6/13/2013*
Processed by: *[Signature]*
Deputy Clerk of the Board

APPROVED AS TO FORM
Commission Counsel
By: *Yuhui Song*
Date: *6/3/13*

**AMENDMENT NO. 8
NAPA COUNTY AGREEMENT NO. 4433
LOCAL AGENCY FORMATION COMMISSION OF
NAPA COUNTY AGREEMENT NO. 03-02**

**SUPPORT SERVICES BY THE COUNTY OF NAPA TO THE LOCAL AGENCY
FORMATION COMMISSION OF NAPA COUNTY**

THIS AMENDMENT NO. 8 OF NAPA COUNTY AGREEMENT NO. 4433 is made and entered into as of this 1st day of July, 2014, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY (hereinafter "LAFCO"), a local public agency formed pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act (Government Code Section 56000et.seq.);

RECITALS

WHEREAS, on or about July 1, 2003, COUNTY and LAFCO entered into Napa County Agreement No. 4433 (hereinafter referred to as "MA"), amended on or about September 1, 2007, June 17, 2008, July 1, 2009, July 1, 2010, July 1, 2011, July 1, 2012 and amended on July 1, 2013 for the provision by COUNTY of support services needed for LAFCO's performance of its functions and responsibilities, including information technology services; and

WHEREAS, the parties now desire to amend the MA to modify the annual rates of compensation to COUNTY for services provided by its Information Technology Services Department ("ITS") to reflect changes in the costs to COUNTY to provide such services;

TERMS

NOW, THEREFORE, COUNTY and LAFCO hereby amend the Agreement as follows:

1. The portion entitled "Services of Information Technology (annual rate)" of Attachment AA of the Agreement is hereby amended to read in full as follows:

1. **Services of Information Technology (annual rate):**

- a. **Background.** County allocates Internet Technology Service (ITS) costs to all of the County's internal departments each year as part of its budgeting process. The County performs this task by breaking out all ITS costs – into subdivisions, which align with the major services being provided: Administration, Land Use Application, Network Operations, Development, Help Desk, Enterprise Resource Planning and Customer Management. County then allocates ITS costs throughout the County's departments based on either the number of personal computers ("PCs") or full-time equivalent employees ("FTE"). It is the intent and understanding of the parties that County shall calculate LAFCO's Annual Fee by multiplying the total costs per PC or FTE County utilized for setting the County's own departmental budgets by the number of LAFCO's

PCs or FTE.

b. Payment.

The Annual Fee shall be payable in arrears on or before the first of the month succeeding the month of service, with the payable monthly rate being 1/12 of the annual rate in effect on the first date of the month of service.

c. Amount of Annual Fee. The Annual Fee shall be as follows:

<u>Fiscal Year</u>	<u>Annual Rate</u>
2003-2004	\$12,900.00
2004-2005	\$12,999.96
2005-2006	\$13,377.96
2006-2007	\$17,799.00
2007-2008	\$16,387.00
2008-2009	\$17,768.00
2009-2010	\$18,705.00
2010-2011	\$14,945.00
2011-2012	\$20,261.00
2012-2013	\$22,009.00
2013-2014	\$22,374.00
2014-2015	\$23,663.00

The Annual Fee for Fiscal Year 2015-2016 and thereafter shall remain \$23,663.00 until this Agreement is amended.

2. This Amendment No. 8 of the MA shall be effective as of July 1, 2014.

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3. Except as set forth in (1) through (2), above, the terms and provisions of the MA shall remain in full force and effect as previously approved.

IN WITNESS WHEREOF, this Amendment No. 8 of Napa County Agreement No. 4433 was executed by the parties hereto as of the date first above written.

LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY


By 
BRIAN J. KELLY, Chair of the Agency Board
"LAFCO"

NAPA COUNTY, a political subdivision of the State of California

By 
MARK LUCE, Chairman of the Board of Supervisors

"COUNTY"

ATTEST: GLADYS I. COIL,
Clerk of the Board of Supervisors

By: 

APPROVED AS TO FORM
Office of County Counsel
By: Thomas S. Capriola
Date: March 17, 2014

APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS
Date: 6/10/14
Processed by: 
Deputy Clerk of the Board

APPROVED AS TO FORM
Commission Counsel
By: Jackie Gong
(E-Signature)
Date: 3/18/14

**AMENDMENT NO. 9
NAPA COUNTY AGREEMENT NO. 4433
LOCAL AGENCY FORMATION COMMISSION OF
NAPA COUNTY AGREEMENT NO. 03-02**

**SUPPORT SERVICES BY NAPA COUNTY TO THE LOCAL AGENCY FORMATION
COMMISSION OF NAPA COUNTY**

THIS AMENDMENT NO. 9 OF NAPA COUNTY AGREEMENT NO. 4433 is made and entered into as of this 1st day of July, 2015, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY,, and the LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY (hereinafter "LAFCO"), a local public agency formed pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act (Government Code Section 56000et.seq.).

RECITALS

WHEREAS, on or about July 1, 2003, COUNTY and LAFCO entered into Napa County Agreement No. 4433 (hereinafter referred to as "MA"), amended on or about September 1, 2007, June 17, 2008, July 1, 2009, July 1, 2010, July 1, 2011, July 1, 2012, July 1, 2013 and amended on July 1, 2014 for the provision by COUNTY of support services needed for LAFCO's performance of its functions and responsibilities, including information technology services; and

WHEREAS, the parties now desire to amend the MA to modify the annual rates of compensation to COUNTY for services provided by its Information Technology Services Department ("ITS") to reflect changes in the costs to COUNTY to provide such services;

TERMS

NOW, THEREFORE, COUNTY and LAFCO hereby amend the Agreement as follows:

1. The portion entitled "Services of Information Technology (annual rate)" of Attachment AA of the Agreement is hereby amended to read in full as follows:

1. **Services of Information Technology (annual rate):**

- a. **Background.** County allocates Internet Technology Service (ITS) costs to all of the County's internal departments each year as part of it budgeting process. The County performs this task by breaking out all ITS costs – into subdivisions, which align with the major services being provided: Administration, Land Use Application, Network Operations, Development, Help Desk, Enterprise Resource Planning and Customer Management. County then allocates ITS costs throughout the County's departments based on either the number of personal computers ("PCs") or full-time equivalent employees ("FTE"). It is the intent and understanding of the parties that County shall

calculate LAFCO's Annual Fee by multiplying the total costs per PC or FTE County utilized for setting the County's own departmental budgets by the number of LAFCO's PCs or FTE.

b. Payment.

The Annual Fee shall be payable in arrears on or before the first of the month succeeding the month of service, with the payable monthly rate being 1/12 of the annual rate in effect on the first date of the month of service.

c. Amount of Annual Fee. The Annual Fee shall be as follows:

<u>Fiscal Year</u>	<u>Annual Rate</u>
2003-2004	\$12,900.00
2004-2005	\$12,999.96
2005-2006	\$13,377.96
2006-2007	\$17,799.00
2007-2008	\$16,387.00
2008-2009	\$17,768.00
2009-2010	\$18,705.00
2010-2011	\$14,945.00
2011-2012	\$20,261.00
2012-2013	\$22,009.00
2013-2014	\$22,374.00
2014-2015	\$23,663.00
2015-2016	\$24,052.00

The Annual Fee for Fiscal Year 2016-2017 and thereafter shall remain \$24,052.00 until this Agreement is amended.

2. This Amendment No. 9 of the MA shall be effective as of July 1, 2015.
3. Except as set forth in (1) through (2), above, the terms and provisions of the MA shall remain in full force and effect as previously approved.

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IN WITNESS WHEREOF, this Amendment No. 9 of Napa County Agreement No. 4433 was executed by the parties hereto as of the date first above written.

LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY

By *Joan Bennett*
JOAN BENNETT, Chair of the Agency Board

"LAFCO"

NAPA COUNTY, a political subdivision of the State of California

By *Diane Dillon*
DIANE DILLON, Chair of the Board of Supervisors

"COUNTY"

ATTEST: GLADYS I. COIL,
Clerk of the Board of Supervisors

By: *Gladys I. Coil, Deputy*

APPROVED AS TO FORM
Office of County Counsel
By: *Janice Killion (e-sign)*
Date: March 10, 2015

APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS
Date: *6/9/15*
Processed by: *[Signature]*
Deputy Clerk of the Board

APPROVED AS TO FORM
Commission Counsel
By: *Silva Darbinian (e-sign)*
Date: *March 26, 2015*

Napa County Agreement No. 190289B

AMENDMENT NO. 10
NAPA COUNTY AGREEMENT NO. 4433
LOCAL AGENCY FORMATION COMMISSION OF
NAPA COUNTY AGREEMENT NO. 03-02

**SUPPORT SERVICES BY NAPA COUNTY TO THE LOCAL AGENCY FORMATION
COMMISSION OF NAPA COUNTY**

THIS AMENDMENT NO. 10 OF NAPA COUNTY AGREEMENT NO. 4433 is made and entered into as of this 1st day of July, 2018, by and between NAPA COUNTY, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and the LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY (hereinafter referred to as "LAFCO"), a local public agency formed pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act (Government Code Section 56000, *et seq.*).

RECITALS

WHEREAS, COUNTY and LAFCO entered in an agreement on or about July 1, 2003 – Napa County Agreement No. 4433 (hereinafter referred to as "MA") which has subsequently been amended on nine occasions – for COUNTY to provide support services needed for LAFCO's performance of its functions and responsibilities, including information technology services; and

WHEREAS, the parties now desire to amend the MA to modify the annual rate of compensation to COUNTY for services provided by its Information Technology Services Division ("ITS") to reflect changes in the costs to COUNTY to provide such services.

TERMS

NOW, THEREFORE, COUNTY and LAFCO hereby amend the MA as follows:

1. Section 4 of the MA is hereby amended to read in full as follows:

4. REIMBURSEMENT

(a) **Rates**. In consideration of County's fulfillment of the promised services and personnel, LAFCO shall reimburse County for the actual costs (including the costs of labor, equipment, supplies, materials, and incidental travel/transportation) incurred by County and its departments and divisions in providing these services. The rates shall be determined and mutually agreed to by the parties in accordance with Attachment "AA" of the Agreement, including any and all amendments.

(b) **LAFCO Staffing Reimbursement**. LAFCO shall reimburse County for the salary and benefits of County staff primarily assigned to serve LAFCO, including any

increases in salary and benefits that County provides such staff during the term of this Agreement.

(c) **LAFCO-Requested Travel Expense Reimbursement.** LAFCO shall reimburse County for expenses incurred by County departments and divisions for travel by their assigned personnel when such travel has been requested by LAFCO in writing. Such reimbursement shall be in accordance with the travel expense policy approved by County's Board of Supervisors in effect on the date of the travel. Notwithstanding the foregoing, travel costs incurred through use of a County vehicle shall be reimbursed in accordance with the County Equipment Pool rates in effect at the time of the travel.

(d) **Bank Analysis Pass-through Charge.** LAFCO shall reimburse County on a pass-through basis for the costs incurred by County for bank charges relating to LAFCO activities.

(e) **General Liability Coverage/Workers' Compensation Coverage.** LAFCO shall reimburse County for general liability coverage and workers' compensation coverage at the rates established by County each fiscal year.

(f) **Adjustment for Additional LAFCO-Requested Services.** LAFCO shall reimburse County for the actual costs (including the costs of labor, equipment, supplies, materials, and incidental travel/transportation) incurred by County in providing any new or increased services requested by LAFCO. Such additions or increases in services shall be permitted only if approved in writing by the County Executive Officer and LAFCO Executive Officer, including approval of the applicable reimbursement rates.

2. The portion entitled "Services of Information Technology (annual rate)" of Attachment "AA" of the MA is hereby amended to read in full as follows:

1. Services of Information Technology (annual rate):

a. **Annual Fee.** The Parties acknowledge that compensation of COUNTY under this Agreement is calculated utilizing the ITS Cost Allocation Method for COUNTY's own departments and agencies. On or before April 1 of each year during which the MA is in effect, COUNTY shall provide to LAFCO an invoice setting forth the Annual Fee for the following fiscal year. COUNTY allocates Internet Technology Service ("ITS") costs to all of COUNTY's internal departments each year as part of its budgeting process. COUNTY performs this task by breaking out all ITS costs – into subdivisions, which align with the major services being provided: Administration, Land Use Application, Network Operations, Development, Help Desk, Enterprise Resource Planning and Customer Management. COUNTY then allocates ITS costs throughout COUNTY's departments based on either the number of personal computers ("PCs") or full-time equivalent employees ("FTE"). It is the intent and understanding of the parties that COUNTY shall calculate LAFCO's Annual Fee by multiplying the total costs per PC or FTE COUNTY utilized for setting COUNTY's own departmental budgets by the number

of LAFCO's PCs or FTE.

b. Payment.

The Annual Fee shall be payable on or before the first of the month preceding the quarter of service, with the payable quarterly rate being 1/4 of the annual rate in effect on the first date of the quarter of service.

c. Future Modifications

(1) Procedure for Subsequent Annual Determination of Rates. During the fourth quarter of each fiscal year of this Agreement, the County Executive Officer, or designee, and the Executive Officer of LAFCO shall meet prior to adoption of the respective annual County and LAFCO budgets to determine and calculate the proposed rates for County staff and services to be furnished during the succeeding fiscal year. The rates shall be those necessary to achieve the cost reimbursement provided for in Paragraph 4(a) of the Agreement, subject to the additional factors set forth in Paragraph 4(b) through 4(f) of the Agreement. The annual adjustment of these reimbursement rates so determined shall be approved in writing by the County's Chief Information Officer and the Executive Officer of LAFCO. When so approved, these rates shall become effective for the subsequent fiscal year unless this Agreement is not renewed or otherwise terminated by the County and/or LAFCO.

(2) Modification of Annual Fee Only. The Parties agree and understand that the Annual Fee may fluctuate from fiscal year to fiscal. Based on this understanding, the Parties agree that the Annual Fee each fiscal year shall be determined by the formula specified in Paragraph (c)(1) of this Attachment. This annual fluctuation of the Annual Fee shall not alter, amend, negate, or otherwise affect any other provision or term of the MA, amendments to the MA, or any of the exhibits attached to the MA. Any amendment or alteration to any other provision or term of the MA, its amendments, and/or its exhibits must be done pursuant to Section 22 of the MA.

3. This Amendment No. 10 of the MA shall be effective as of July 1, 2018.

4. Except as set forth in (1) through (3), above, the terms and provisions of the MA shall remain in full force and effect as previously approved.

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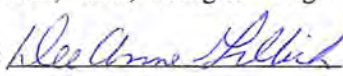
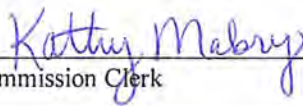

SIGNATURE PAGE FOLLOWS

^(new) **IN WITNESS WHEREOF**, this Amendment No. 10 of Napa County Agreement No. 4433 was executed by the parties hereto as of the date first above written.

LOCAL AGENCY FORMATION COMMISSION OF
NAPA COUNTY

By 
MARGIE MOHLER, Chair of LAFCO

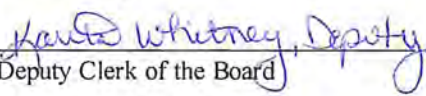
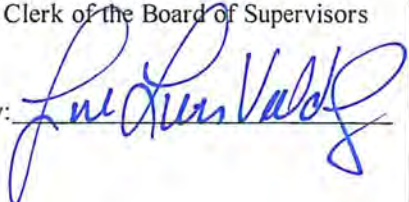
“LAFCO”

<p>APPROVED AS TO FORM Sloan, Sakai, Yeung & Wong</p> <p>By: <u></u></p> <p>Date: <u>8/21/18</u></p>	<p>APPROVED BY LAFCO</p> <p>Date: <u>8/8/18</u></p> <p><u></u> Commission Clerk</p>	<p>ATTEST: BRENDON FREEMAN LAFCO Executive Officer</p> <p>By: <u></u></p>
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NAPA COUNTY, a political subdivision of
the State of California

By 
~~BRAD WAGENKNECHT, Chair~~ Ryan Gregory,
Board of Supervisors Vice Chair

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>John L. Myers (e-sign)</u> County Counsel</p> <p>Date: <u>7/13/18</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: <u>9/11/18</u></p> <p>Processed By: <u></u> Deputy Clerk of the Board</p>	<p>ATTEST: JOSE LUIS VALDEZ Clerk of the Board of Supervisors</p> <p>By: <u></u></p>
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Local Agency Formation Commission of Napa County
Subdivision of the State of California

Attachment Two

1030 Seminary Street, Suite B
Napa, California 94559
Phone: (707) 259-8645
Fax: (707) 251-1053
www.napa.lafco.ca.gov

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

Agenda Item 9b

TO: Local Agency Formation Commission

FROM: Peter Banning, Interim Executive Officer
Jennifer Gore, Counsel to the Commission
Joan Bennett, Chair & City Member
Brad Wagenknecht, County Member

MEETING DATE: April 6, 2015

SUBJECT: Review of Agreement for Provision of Support Services

Background

Napa LAFCO entered into a formal agreement for the provision of various administrative services by the County of Napa in 2003, entitled Agreement for the Provision of Support Services by the County of Napa to the Napa County Local Agency Formation Commission (Agreement No. 03-02). The adopted agreement clearly anticipates regular review, but review apparently has not occurred with the exception of annual amendment for adjusting the rates charged by the County's Information Technology Services Department. In staff's opinion, the agreement provides an adequate framework for both efficient administrative services and for independent operations provided that it is understood by the Commission and revised for clarity and for several changes to services since 2003.

At the Commission's February 2, 2015, meeting, Commissioners Bennett and Wagenknecht were assigned to work with staff on reviewing the agreement and drafting updates. The sub-committee and staff, including Counsel to the Commission, Jennifer Gore, met on March 27 to identify issues and discuss changes to the text of the Agreement. That discussion is reflected in the summary of proposed revisions provided below, and in the draft amendments to the Agreement as shown in the strike-out version attached to this staff report.

The sub-committee determined that the best course of action is to seek comment from the Commission as a whole on the draft amendments and to continue development of a revised agreement, including updated job-descriptions for LAFCO personnel, with representatives of the County. Following negotiations with the County, the Committee will bring back a final version of the revised agreement for consideration by the Commission.

Joan Bennett, Chair
Councilmember, City of American Canyon

Greg Pitts, Commissioner
Councilmember, City of St. Helena

Juliana Inman, Alternate Commissioner
Councilmember, City of Napa

Diane Dillon, Vice Chair
County of Napa Supervisor, 3rd District

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

Keith Caldwell, Alternate Commissioner
County of Napa Supervisor, 5th District

Brian J. Kelly, Commissioner
Representative of the General Public

Gregory Rodeno, Alternate Commissioner
Representative of the General Public

Peter Banning
Interim Executive Officer

Summary of Proposed Revisions

The attached draft MOU includes a number of proposed revisions for discussion with the Commission and the County, including:

- **Section 1** has been simplified to make the agreement effective until terminated, rather than effective for automatically recurring one year terms.
- **Sections 2 (a)-(c)** have been revised to clarify that, while the County is employing LAFCO staff on behalf of LAFCO, LAFCO is *exclusively* responsible for establishing the duties, salary and benefits, schedule, and other terms of employment for LAFCO staff. We have created Exhibits A, B, and C to the MOU to govern the terms of each employee's employment. This will allow the Exhibits to be revised by LAFCO and transmitted to the County for implementation, as needed; no additional approval from the County should be required to prior to implementation of any changes.

The Committee has also proposed to attach the full job description for the Executive Officer's position to Exhibit A, rather than including the brief summary of job duties currently listed in the MOU. The Committee suggests that the Commission take this opportunity to review the job description for the Executive Officer and make any changes needed.

- **Section 2 (e)** has been revised to include a provision allowing the County to provide LAFCO with credit card services, at LAFCO's request. Authorized credit card expenditures should be consistent with LAFCO's adopted policies.
- **Section 4** has been modified to make changes clarifying LAFCO's responsibility to reimburse the County for its services, and also to clarify that staff from each agency can agree to annual adjustments in the rates of reimbursement to the County without formal amendments to the MOU.
- **Section 25** has been deleted as LAFCO has selected independent counsel that will assist in negotiating changes to the MOU.
- **Exhibits A-C** have been included, as discussed above, to provide LAFCO with additional flexibility to change the terms and conditions of employment for its employees without requiring the Commission and the County to amend the MOU. One issue the Committee would like to address with the Commission is whether the Exhibits should include a provision stating that each employee will receive the COLAs awarded to other County staff automatically, or whether it should be an issue decided annually by the Commission in conjunction with performance evaluations or other personnel actions.

- The Committee has also proposed to provide LAFCO with flexibility regarding whether its Analyst should be an Analyst I, II, or III. The current LAFCO Analyst has been an Analyst I for many years, limiting LAFCO's ability to approve salary adjustments.
- **Attachments A-G** have been revised to clarify that certain services from the County are optional (such as clerk services and legal services) and can be provided at the request of LAFCO. The County contact information in each of these Attachments will also be updated.
 - **Attachment B** has been updated to specify that travel expense reimbursement services provided by the Auditor-Controller should be consistent with LAFCO's adopted policies. Staff hopes this will avoid problems in the future regarding which expenses can be reimbursed.
 - **Attachment AA** will require further updates to include the current County reimbursement rates. In addition, if the Commission and the County approve Amendment No. 9 to the MOU, the additional text related to Information Technology Services will be added to this Attachment.

Recommendation

Staff and members of the sub-committee recommend that the Commission review and comment on the attached revised Agreement for the Provision of Support Services and direct staff to discuss the amendments with representatives of the County.

Respectfully submitted,

Peter Banning
Interim Executive Officer

Attachments:

Draft revised Agreement for the Provision of Support Services

NAPA COUNTY AGREEMENT NO. 4433

LAFCO OF NAPA COUNTY AGREEMENT NO. 03-02

AMENDED AND RESTATED AGREEMENT FOR THE PROVISION OF SUPPORT SERVICES BY THE COUNTY OF NAPA TO THE NAPA COUNTY LOCAL AGENCY FORMATION COMMISSION

THIS AGREEMENT is entered into as of this 1st day of July, 2003, by and between the COUNTY OF NAPA (hereinafter "County"), a political subdivision of the State of California, and the LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY (hereinafter "LAFCO"), a local public agency formed pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act (Government Code Section 56000 et. seq.);

RECITALS

WHEREAS, pursuant to Government Code Section 56380 of the Cortese-Knox-Hertzberg Local Government Reorganization Act (enacted effective January 1, 2001 and hereinafter referred to as "Act"), LAFCO is authorized to contract with any public agency for necessary personnel, facilities, and equipment to carry out and effect its functions and responsibilities; and

WHEREAS, pursuant to Government Code Section 56380, LAFCO must make its own provisions for independent staffing and operations; and

WHEREAS, LAFCO has need of specified personnel, ~~and accounting and legal~~ services for its independent operations which County is willing and able to provide under the terms and conditions set forth herein below; and

WHEREAS, the County ~~and LAFCO have entered into agreements for the provision~~ such of support services ~~for since~~ fiscal years 2001-2002 ~~and fiscal year 2002-2003~~;

TERMS

NOW THEREFORE, in consideration of the foregoing and the mutual promises hereinafter expressed, the parties mutually agree as follows:

- 1. TERM.** The term of this Agreement shall become effective upon the date first written above and shall continue until such time as it is expire on June 30, 2004, unless terminated ~~earlier~~ in accordance with Paragraph 14 (Termination); ~~except that t~~ The obligations of the parties under Paragraph 8 (Indemnification) and 10 (Confidentiality) shall continue in full force and effect after ~~said expiration date or early~~ termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement. ~~The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the same terms and conditions, unless terminated pursuant to Paragraph 14. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.~~

2. **PERSONNEL AND SERVICES TO BE PROVIDED BY COUNTY.** County shall provide the following personnel and services subject to LAFCO abiding by County policies and procedures governing such services, except that whenever such policies and procedures provide for the Board of Supervisors to approve the appropriation of funds, or to approve the acquisition of services, goods or assets, or to make any other legislative decisions to carry out such services, the LAFCO Commission shall act in lieu of the Board of Supervisors:

(a) **Executive Officer.** ~~The~~ County shall ~~employ an designate its at will employee Daniel Schwarz to serve as LAFCO~~ Executive Officer ~~(hereinafter "Executive Officer")~~ on behalf of LAFCO, as follows:-

- (1) ~~The County shall employ an~~The Executive Officer ~~selected by LAFCO~~ and shall pay him/her those benefits, other than salary, as established for a [insert position title] and additional compensation and benefits as may be established by LAFCO, which compensation and benefits shall be set forth in Exhibit A, attached hereto, as it may be revised by LAFCO from time to time. County agrees that LAFCO, as the appointing authority of the LAFCO Executive Officer, shall have the responsibility for evaluating the performance and setting compensation for the Executive Officer.
- (i) Updates to Exhibit A, as approved by LAFCO, will be transmitted to [insert County position] for implementation, and attached to Exhibit A and incorporated herein by this reference. Updates to Exhibit A shall not require County approval prior to implementation.
- (2) The County shall allocate the Executive Officer services exclusively to LAFCO, as set forth in Exhibit A. The Executive Officer shall perform the duties as specified in the Act and other applicable laws and such other duties as ~~specified~~assigned to the Executive Officer by LAFCO. All direction with the Executive Officer receives in performing services as the Executive Officer shall be issued exclusively by LAFCO.
- ~~(4)~~(3) (3) LAFCO shall have the exclusive right and responsibility to establish the hours and other terms and conditions of work for the Executive Director, including, but not limited to, furloughs, reductions in force, total compensated hours worked, and the costs of the Executive Officer's employment. ~~County agrees that the LAFCO Commission, as the appointing authority of the LAFCO Executive Officer, shall have the responsibility for evaluating the performance and setting compensation for the Executive Officer, so long as these actions are implemented in a manner consistent with County personnel policies, rules and regulations. The duties to be provided by the Executive Officer shall include, but not~~

~~be limited to:~~

~~(2)(4)~~

~~(3)(5) Preparing staff analyses, reports, proposed findings and other agenda materials for LAFCO relating to boundary proposals, contracts for provision of new and extended services outside city and district jurisdictional boundaries, sphere of influence amendments, periodic review of sphere of influence designations and any other matters that are within LAFCO's authority under the Act.~~

~~(4)(6)~~

~~(5)(7) Calling and noticing LAFCO meetings in accordance with the Act and LAFCO policies and procedures.~~

~~(6)(8)~~

~~(7)(9) Preparing, mailing, filing, publishing and keeping records of agendas, notices and other required official documents on behalf of LAFCO.~~

~~(8)(10)~~

~~(9)(11) Responding to inquiries and providing information and technical assistance to interested public agencies and individuals.~~

~~(10)(12)~~

~~(11)(13) Providing supporting fiscal services such as the development of the annual LAFCO budget, management of LAFCO financial accounts, including the processing of LAFCO fees and charges, the processing of payment of LAFCO charges and expenses, and the preparation of required fiscal reports.~~

~~(12)(14)~~

~~(13)(15) Informing LAFCO Commissioners of new legislation, correspondence to LAFCO, CALAFCO activities, current events and matters of interest relating to LAFCO.~~

(b) **Analyst.** The County shall employ one Analyst on behalf of LAFCO as follows:

(1) The County shall employ an Analyst, selected by LAFCO, and shall pay him/her the salary and benefits established for a County [position title, I, II, or III] which compensation and benefits shall be set forth in Exhibit B, attached hereto, as it may be revised by LAFCO from time to time. County agrees that the LAFCO Executive Officer, shall have the responsibility for evaluating the performance of the Analyst and determining adjustments in the Analyst's compensation. LAFCO will notify the County's [insert position title] of any adjustments made to the Analyst's salary, within the established range for [County position title, I, II, or III].

(i) Updates to Exhibit B, as approved by LAFCO or its Executive Officer, will be transmitted to [insert County position] for implementation, and attached to Exhibit B and incorporated

herein by this reference. Updates to Exhibit B shall not require County approval prior to implementation.

- (2) The County shall allocate the Analyst's services exclusively to LAFCO, as set forth in Exhibit B. The Analyst shall perform the duties assigned to the Analyst by LAFCO. All direction the Analyst receives in performing services as the Analyst shall be issued exclusively by LAFCO.
- (3) LAFCO shall have the exclusive right and responsibility to establish the hours and other terms and conditions of work for the Analyst, including, but not limited to, furloughs, reductions in force, total compensated hours worked, and the costs of the Analyst's employment.

(c) Support Staff. County shall provide part time ~~e~~Clerical ~~s~~Staff. The County shall employ one Clerical Staff on behalf of LAFCO as follows:

- (1) The County shall employ Clerical Staff selected by LAFCO and shall pay him/her the salary and benefits established for a County [position title, I, II, or III], which compensation and benefits shall be set forth in Exhibit C, attached hereto, as it may be revised by LAFCO or its Executive Officer from time to time. County agrees that the LAFCO Executive Officer shall have the responsibility for evaluating the performance of the Clerical Staff and determining adjustments in such Clerical Staff's compensation. LAFCO will notify the County's [insert position title] of any adjustments made to the Clerical Staff's salary, within the established range for [County position title].
 - (i) Updates to Exhibit C, as approved by LAFCO or its Executive Officer, will be transmitted to [insert County position] for implementation, and attached to Exhibit C and incorporated herein by this reference. Updates to Exhibit C shall not require County approval prior to implementation.
- (2) The County shall allocate the Clerical Staff's services exclusively to LAFCO, unless otherwise agreed upon, as set forth in Exhibit C. The Clerical Staff shall perform the duties assigned to the Clerical Staff by LAFCO. All direction the Clerical receives in performing services as the Clerical Staff to LAFCO shall be issued exclusively by LAFCO.
- (3) LAFCO shall have the exclusive right and responsibility to establish the hours and other terms and conditions of work for the Clerical Staff, including, but not limited to, furloughs, reductions in force, total compensated hours worked, and the costs of the Clerical Staff's employment, unless otherwise agreed upon in Exhibit C.

~~(d) **Additional Staff.** (-5 F.T.E.) and one full time analyst to assist The County shall provide the Executive Officer in carrying out the day to day operations of LAFCO and such other staff as the LAFCO Commission deems necessary to carry out the day to day operations of LAFCO, and appropriates funds for; and directs County to provide, as set forth in (c) below.~~

~~(-ee) **Additional Services.** County, through its departments and divisions, shall may further provide LAFCO those services set forth in Attachments "A" through "G", attached hereto and incorporated by reference as if set forth herein, as needed; provided, however, that LAFCO shall not be required to utilize any specific services or supplies available through the County. LAFCO shall utilize its own procedures and/or protocols and shall not be required to follow the procedures and/or protocols adopted by the County for the provision of any specific services or supplies. It is the intention of both parties that the level of service provided shall be at least equal to that provided in County fiscal year 2002-2003 unless otherwise specifically agreed to by LAFCO and County.~~

- ~~(1) **Credit Card.** Upon the request of LAFCO, the County shall provide LAFCO with a credit card for use by LAFCO staff for travel expenses, office supplies, and other expenses authorized pursuant to LAFCO's adopted policies.~~

3. ~~**OFFICE SPACE.** It is the understanding of the parties that~~ LAFCO has made direct arrangements with third parties to secure and maintain office space and such services are therefore not included within this Agreement.

4. **REIMBURSEMENT.**

(a) **Personnel.**

~~(1) LAFCO shall pay all salary, fringe benefits, and other compensation costs which the County incurs in the employment of the Executive Officer, Analyst, Clerical Staff and additional staff (collectively, "Personnel") during the term of this Agreement. Reimbursement shall include, but is not limited to employer costs associated with benefits provided to the Personnel.~~

~~(2) LAFCO shall notify the County of any changes to the compensation and benefits to be provided to the Personnel, as set forth in Section 2, above.~~

(b) ~~**Services Rates.** In consideration of County's fulfillment of the promised services and personnel,~~ LAFCO shall reimburse County for the actual costs (including the costs of labor, equipment, supplies, materials, and incidental travel/transportation) incurred by County and its departments and divisions in providing ~~these~~ services. The rates shall be determined and mutually agreed to by the parties as follows:

- ~~(1) FY 200315-201604.~~ The rates for reimbursement for the County's services during fiscal year 201503-201604 are set forth in Attachment "AA" and hereby ~~attached and~~ incorporated by this reference.

(2) Procedure for Subsequent Annual Determination of Rates. During the fourth quarter of each fiscal year of this Agreement the County Executive Officer, or his designee, and the Executive Officer of LAFCO shall meet prior to adoption of the respective annual County and LAFCO budgets to determine and calculate the proposed rates for County staff and services to be furnished during the succeeding fiscal year which will be necessary to achieve the cost reimbursement provided for in this section(a), subject to the additional factors set forth in (bc) through (f), below. The County Executive Officer and the Executive Officer of LAFCO are authorized to agree to an annual adjustment of these reimbursement rates, so determined shall be approved in writing by the County Executive Officer and the Executive Officer of LAFCO and when so approved Any agreed upon adjustment shall become effective for the subsequent fiscal year and attached to Exhibit AA and incorporated herein by this reference, unless this Agreement is not renewed or otherwise terminated by the County and/or LAFCO prior to the effective date of the adjusted rates.

~~(b) LAFCO Staffing Reimbursement. LAFCO shall reimburse County for the salary and benefits of County staff primarily assigned to serve LAFCO, including any increases in salary and benefits that County provides such staff during the term of this Agreement.~~

(c) LAFCO-Requested County Travel Expense Reimbursement. LAFCO shall reimburse County for expenses incurred by County departments and divisions for travel by ~~their~~ County assigned personnel when such travel has been requested by LAFCO in writing, consistent with section [redacted], below. Such reimbursement for County staff travel expenses shall be in accordance with the applicable travel expense policy approved by County's Board of Supervisors in effect on the date of the travel. Notwithstanding the foregoing, travel costs incurred through use of a County vehicle shall be reimbursed in accordance with the County Equipment Pool rates in effect at the time of the travel.

(d) Bank Analysis Pass-through Charge. LAFCO shall reimburse County on a pass-through basis for the costs incurred by County for bank charges relating to LAFCO activities.

(e) General Liability Coverage/Workers' Compensation Coverage: LAFCO shall reimburse County for pro-rata premium costs associated with any insurance or self-insurance by which the County provides general liability coverage, and workers' compensation, or unemployment benefits coverage at the rates established by County each fiscal year, as well as any workers' compensation or unemployment benefits actually paid to or on behalf of the Personnel.

(f) Adjustment for Additional LAFCO-Requested Services. LAFCO shall reimburse County for the actual costs (including the costs of labor, equipment, supplies, materials, and incidental travel/transportation) incurred by County in providing any new or increased services requested by LAFCO beyond those set forth above. Such additions or increases in services shall be permitted only if approved in writing by the County Executive Officer and LAFCO Executive Officer, including approval of the applicable reimbursement

rates.

(g) ~~**METHOD OF REIMBURSEMENT**~~ **Invoicing.** Reimbursement for the costs of services, related supplies, and authorized travel incurred by County under this Agreement shall be made only upon presentation by the performing County department or division to LAFCO of an itemized billing invoice in a form acceptable to the Executive Officer of LAFCO and to the Napa County Auditor which indicates, at a minimum, an itemization of the services provided, the costs of any LAFCO-~~approved~~~~requested~~ travel, and any documentation relating to adjustments in maximum compensation ~~authorized in the manner provided in Paragraph 4 above~~. If the Executive Officer of LAFCO requires further information regarding ~~the~~any invoice, County shall make a good faith effort to provide such information, including documentation that the Executive Officer requests to justify the invoice charges. County shall submit such invoices quarterly to the Executive Officer of LAFCO who shall review each invoice for compliance with the requirements of this Agreement and shall, within ten working days of receipt, either approve or disapprove the invoice in light of such requirements. If the invoice is approved, the Executive Officer of LAFCO shall direct reimbursement be made ~~by journal entry from the LAFCO-Operations Fund to the account designated by the submitting County department or division~~ as of the first day of the County fiscal year quarter immediately succeeding the quarter in which the services were rendered. Notwithstanding the foregoing, the final quarterly invoices for the fourth quarter reimbursement shall be submitted no later than the first working day following the close of the County fiscal year (June 30) and, if approved, shall be paid on or before July 15 of the next County fiscal year.

5. **ADMINISTRATION OF SERVICES.** The provision of services under this Agreement shall be under the administrative supervision and direction of the Executive Officer of LAFCO on behalf of LAFCO, and the County Executive Officer on behalf of County.

6. **APPROPRIATIONS.** LAFCO shall be responsible for operating within the ~~-~~appropriations budgeted for the current fiscal year. The process for reimbursement of expenses that exceed the given appropriation shall involve review and approval by LAFCO prior to County approval by the Board of Supervisors of a contingency transfer. Any County appropriations in excess of LAFCO's budget for the current fiscal year shall be charged as an expense in LAFCO's current fiscal budget and shall be reimbursed to County in the following fiscal year.

7. **TAXES.** As between LAFCO and County, County agrees to be solely liable and responsible for all required tax withholdings and other obligations including, without limitation, those for state and federal income and FICA taxes relating to employees or subcontractors retained by County to provide the services provided to LAFCO under this Agreement. County agrees to indemnify and hold LAFCO harmless from any liability either may incur to the United States or the State of California as a consequence of County's failure to withhold or pay such amounts when due. In the event that LAFCO is audited for compliance regarding any such withholding or payment of taxes, County agrees to furnish LAFCO with proof of the withholding or payment action by County.

8. **ACCESS TO RECORDS/RETENTION.** LAFCO shall have access to any books, documents, papers and records of County which are directly pertinent to the subject matter of

this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, County shall maintain all required records for seven (7) years after LAFCO makes final reimbursement for any of the services provided hereunder and all pending matters are closed, whichever is later. County shall cooperate with LAFCO in providing all necessary data in a timely and responsive manner to comply with all LAFCO reporting requirements.

9. **CONFLICT OF INTEREST.** The parties to the Agreement acknowledge that they are aware of the provisions of the Government Code Section 1090 et seq., and Section 87100 et seq., relating to conflict of interest of public officers and employees. During the term of this Agreement, the Executive Officer of LAFCO and all other LAFCO staff shall not perform any work under this Agreement that might ~~reasonably be considered detrimental to~~ be in conflict with or create the perception of a conflict with LAFCO's interests. LAFCO staff shall take such measures as are deemed necessary in the performance of this Agreement to prevent actual conflicts of interest. County hereby covenants that it presently has no interest not disclosed to LAFCO and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services or confidentiality obligation hereunder, except such as LAFCO may consent to in writing.

10. **COMPLIANCE WITH LAWS.** In providing the services required by this Agreement, County shall observe and comply with all applicable federal, state and local laws, ordinances, codes, and regulations. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) **Non-Discrimination.** During the performance of this Agreement, County and its subcontractors shall not deny the benefits thereof to any person on the basis of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), nor shall they discriminate unlawfully against any employee or applicant for employment because of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), or use of family care leave. County shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, County shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to County services or works required of LAFCO by the State of California pursuant to agreement, state or federal regulations or statutes, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and County and any of its subcontractors providing services under this Agreement shall give written notice of their obligations thereunder to labor

organizations with which they have collective bargaining or other MOUs.

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

(c) **Inclusion in Subcontracts.** To the extent any of the services required of County under this Agreement are subcontracted to a third party, County shall include the provisions of

(a) and (b), above, in all such subcontracts as obligations of the subcontractor.

12. INDEPENDENT CONTRACTOR. County shall perform this Agreement as an independent contractor. While the County employee assigned to serve as the Executive Officer of LAFCO shall operate as an officer of LAFCO, County and its officers, agents and employees are not, and shall not be deemed, LAFCO employees for any purpose, including workers' compensation and employee benefits. County shall determine, at its own risk and expense, the method and manner by which duties imposed on County in general and its officers, agents and employees in particular by this Agreement shall be performed, provided, however, that LAFCO may monitor the work performed, and LAFCO rather than County shall be responsible for directing the actions of the Executive Officer of LAFCO when such person is acting on behalf of LAFCO. LAFCO shall not deduct or withhold any amounts whatsoever from the reimbursement paid to County, including, but not limited to amounts required to be withheld for state and federal taxes or employee benefits. County alone shall be responsible for all such payments.

13. INDEMNIFICATION. County and LAFCO shall each defend, indemnify and hold harmless each other as well as those of their respective officers, agents and employees who perform any services or duties under this Agreement from any claims, loss or liability, including without limitation, those for personal injury (including death) or damage to property, arising out of or connected with any aspect of the performance by that party or its officers, agents, or employees, of the services or obligations required of that party under this Agreement. Notwithstanding the foregoing, LAFCO shall defend, indemnify and hold harmless County from any claims, loss or liability, including those for personal injury (including death) or damage to property, arising out of or connected with any act or omission of the Executive Officer of LAFCO when such act or omission is the pursuant to specific direction by LAFCO.

14. TERMINATION. This Agreement may be terminated ~~prior to the expiration date~~ only with the mutual written consent of both County and LAFCO. The sole remedy for default by County relating to provision of the services required under this Agreement shall be through the equitable remedy of specific performance and the sole remedy for default by LAFCO relating to reimbursement for the cost of the services provided shall be through legal action for damages.

15. WAIVER. 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.

16. NOTICES. All notices required or authorized by this Agreement shall be in writing and shall be delivered in person² or by deposit in the United States mail, first class postage, prepaid² or by deposit in a sealed envelope in County's internal mail system, when available² or by fax transmission; or by electronic mail. Such notices shall be addressed as noted below, in accordance with the mode of communication selected or, where desired to be sent to a specific County department or division, at the address noted in the applicable Attachment. Either party may change its addresses by notifying the other party of the change. Any notice delivered in person shall be effective as of the date of delivery. Any notice sent by fax transmission or electronic mail shall be deemed received as of the recipient's next working day. Any notice sent by U.S. mail or County internal mail shall be deemed to have been received as of the date of actual receipt or five days following the date of deposit, whichever is earlier.

LAFCO

County

Mail: LAFCO Executive Officer
1804 Soscol Ave., Suite 205A
Napa CA. 94559-1346

Napa County Executive Officer
1195 Third Street, Suite 310
Napa CA. 94559

Fax: ~~(707) 251-1053~~

~~(707) 253-4176~~

E-Mail: ~~dschwarz@napa.lafco.ca.gov~~

~~bchiat@co.napa.ca.us~~

17. CONFIDENTIALITY. Confidential information is defined as all information disclosed to either party by the other in the course of County's performance of services under this Agreement, where such information relates to that party's past, present, and future activities, as well as activities under this Agreement. Each party and its officers, agents, and employees providing services or performing activities under this Agreement shall use their best efforts to hold all such information as they may receive, if any, in trust and confidence, except with the prior written approval of each party's Executive Officer. Notwithstanding the foregoing, nothing in this Paragraph or Agreement shall be construed to abrogate the independent authority and responsibilities of the County, any of its elected or appointed officers and the members of their respective County departments or divisions, or the independent authority and responsibilities of LAFCO, any of its Commissioners, officers, or employees.

18. ASSIGNMENTS AND DELEGATION. Neither party may delegate its obligations hereunder, either in whole or in part, without the prior written consent of the other party; provided, however, that obligations undertaken by County pursuant to this Agreement may be carried out by means of subcontract, provided such subcontracts are approved in writing by LAFCO, meet the requirements of this Agreement as they relate to the service or activity under subcontract, and include any other provision that LAFCO may require. No subcontract shall terminate or alter the responsibilities of either party pursuant to this Agreement. LAFCO may not assign its rights hereunder, either in whole or in part, without prior written consent of the County.

19. AUTHORITY TO CONTRACT. LAFCO and County each warrant hereby that

they are respectively legally permitted and otherwise have the authority to enter into and perform this Agreement.

20. **THIRD PARTY BENEFICIARIES.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

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

22. **AMENDMENT/MODIFICATION.** Except as otherwise provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. Except where otherwise provided in this Agreement only LAFCO, through its Chair or, where permitted by law and LAFCO policy, through its Executive Officer, in the form of an amendment of this Agreement, may authorize extra or changed work if beyond the scope of services prescribed by this Agreement. Failure of County to secure such authorization in writing in advance of performing any such extra or changed work shall constitute a waiver of any and all rights to a corresponding adjustment in the reimbursement maximum or rates and no reimbursement shall be due and payable for such extra work.

23. **INTERPRETATION.** The headings used herein are for reference. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California. The venue for any legal action filed by either party in state Court to enforce any provision of this Agreement shall be Napa County, California. The venue for any legal action filed by either side in federal court to enforce any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

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

~~25. **DUAL REPRESENTATION.** LAFCO consents to the Napa County Counsel's dual representation of both the County and LAFCO with regards to the preparation of this Agreement.~~

26.25. **ENTIRE AGREEMENT.** This Agreement contains the entire and complete understanding of the parties and supersedes any and all other agreements, oral or written, with respect to the provision of administrative services under this Agreement.

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

EXHIBIT A

Salary and Benefits Established for the Executive Officer of Napa County LAFCO

(Approved by LAFCO Resolution No. _____)

1. SALARY

A. The Executive Officer of the Napa County Local Agency Formation Commission (“LAFCO”), [insert name], shall be appointed to serve on a [part-time/full-time basis].

B. The Executive Officer shall receive a base salary of \$[insert] per year, payable in [insert] installments, at the same time as other employees of Napa County are paid, and subject to customary withholding requirements. **The Executive Officer shall also receive any cost of living increase awarded to Napa County department heads, provided that LAFCO has budgeted adequate funds for such an increase.**

B. In addition to base salary, the Executive Officer may receive an annual, merit-based salary increase, as determined by LAFCO. LAFCO shall notify the County of the terms and conditions of such additional salary when and if granted by LAFCO.

C. From the Executive Officer’s compensation, Napa County shall withhold all sums required to be deducted under applicable State and Federal law and implementing regulations on account of an employer-employee relationship, including but not limited to federal income tax, state income tax, Federal Insurance Contributions Act, state unemployment insurance, and state disability insurance.

2. DUTIES

The duties to be provided by the Executive Officer, as determined by LAFCO, ~~shall include, but not~~ are set forth in the Job Description for the LAFCO Executive Officer attached hereto and incorporated herein by this reference. ~~be limited to:~~

- ~~● Preparing staff analyses, reports, proposed findings and other agenda materials for LAFCO relating to boundary proposals.~~

contracts for provision of new and extended services outside city and district jurisdictional boundaries, sphere of influence amendments, periodic review of sphere of influence designations and any other matters that are within LAFCO's authority under the Act.

- Calling and noticing LAFCO meetings in accordance with the Act and LAFCO policies and procedures.
- Preparing, mailing, filing, publishing and keeping records of agendas, notices and other required official documents on behalf of LAFCO.
- Responding to inquiries and providing information and technical assistance to interested public agencies and individuals.
- Providing supporting fiscal services such as the development of the annual LAFCO budget, management of LAFCO financial accounts, including the processing of LAFCO fees and charges, the processing of payment of LAFCO charges and expenses, and the preparation of required fiscal reports.
- Informing LAFCO Commissioners of new legislation, correspondence to LAFCO, CALAFCO activities, current events and matters of interest relating to LAFCO.

3. SUPPLEMENTAL BENEFITS

A. The Executive Officer shall be entitled to participate in all standard benefits generally offered to Napa County employees.

B. A used herein, "benefits" include, but are not limited to: holidays, sick leave, vacation, retirement benefits and payments, deferred compensation plans, health insurance, vision insurance, dental insurance, and life insurance.

C. The Executive Officer shall receive an automobile transportation allowance in the amount of \$ [insert] per month.

4. SEVERANCE PAY

A. Upon termination of the Executive Officer's employment, LAFCO shall notify the County of any severance payment due to the Executive Officer, if any.

EXHIBIT B

Salary and Benefits Established for the Napa County LAFCO Analyst

1. SALARY

A. [Insert name] shall serve as an Analyst [I, II, or III] for the Napa County Local Agency Formation Commission (“LAFCO”) on a [part-time/full-time basis].

B. The Analyst shall receive a base salary of \$[insert] per year, payable in [insert] installments, at the same time as other employees of Napa County are paid, and subject to customary withholding requirements. The Analyst shall also receive any cost of living increase awarded to Napa County employees in the same classification, provided that LAFCO has budgeted adequate funds for such an increase.

C. From the Analyst’s compensation, Napa County shall withhold all sums required to be deducted under applicable State and Federal law and implementing regulations on account of an employer-employee relationship, including but not limited to federal income tax, state income tax, Federal Insurance Contributions Act, state unemployment insurance, and state disability insurance.

2. SUPPLEMENTAL BENEFITS

A. The Analyst shall be entitled to participate in all standard benefits generally offered to Napa County employees.

B. A used herein, “benefits” include, but are not limited to: holidays, sick leave, vacation, retirement benefits and payments, deferred compensation plans, health insurance, vision insurance, dental insurance, and life insurance.

EXHIBIT C

Salary and Benefits Established for the Clerical Staff of Napa County LAFCO

1. SALARY

A. [Insert name] shall serve as the Clerical Staff [I, II, or III] for the Napa County Local Agency Formation Commission (“LAFCO”) on a [part-time/full-time basis].

B. The Clerical Staff shall receive a base salary of \$[insert] per year, payable in [insert] installments, at the same time as other employees of Napa County are paid, and subject to customary withholding requirements. The Clerical Staff shall also receive any cost of living increase awarded to Napa County employees in the same classification, provided that LAFCO has budgeted adequate funds for such an increase.

C. From the Clerical Staff’s compensation, Napa County shall withhold all sums required to be deducted under applicable State and Federal law and implementing regulations on account of an employer-employee relationship, including but not limited to federal income tax, state income tax, Federal Insurance Contributions Act, state unemployment insurance, and state disability insurance.

3. SUPPLEMENTAL BENEFITS

C. The Clerical Staff shall be entitled to participate in all standard benefits generally offered to Napa County employees.

D. A used herein, “benefits” include, but are not limited to: holidays, sick leave, vacation, retirement benefits and payments, deferred compensation plans, health insurance, vision insurance, dental insurance, and life insurance.

ATTACHMENT A

PROVISION OF STAFFING, INSURANCE, PURCHASING, ADMINISTRATION, SUPERVISION, COORDINATION AND MANAGEMENT ASSISTANCE SERVICES TO LAFCO BY THE NAPA COUNTY EXECUTIVE OFFICER

1. SCOPE OF SERVICES

The Napa County Executive Officer (NCEO) shall provide, at a minimum, the following services to LAFCO under this Attachment:

(a) **Administration and Supervision:** NCEO shall administer and supervise all County departments or divisions providing services to LAFCO.

(b) **Purchasing:** Upon request by the LAFCO Executive Officer or his duly-authorized representatives, NCEO shall provide purchasing services for LAFCO, including solicitation and evaluation of proposals for goods and services, issuance of purchase orders and/or development of purchase agreements, and processing of payment upon receipt of the purchased good/services. LAFCO will abide by County purchasing policies and procedures when using such services, except that LAFCO, in lieu of the County Board of Supervisors, shall appropriate funds for and approve the acquisition of goods and services, including fixed assets. County shall purchase and provide LAFCO at cost with copier paper in the same manner as such material is purchased and supplied to County departments and divisions. Nothing in this section shall preclude LAFCO from purchasing goods or services without utilizing the services of NCEO or County.

(c) **Insurance:** NCEO shall obtain for LAFCO, its Commissioners, staff and operations the same type and level of insurance coverage provided by County for its own boards, commissions, staff and operations, and shall provide claims/litigation administration. General liability coverage shall be provided for LAFCO and its employees under County's currently existing self insurance and liability insurance program with LAFCO allocated and obligated to reimburse County for the portion of the total net premium as determined by County for the then current Fiscal Year. Workers' compensation coverage shall be obtained through County's carrier and program, with the cost thereof payable each pay period at the rate/\$100 of covered payroll for LAFCO Budget Unit employees as established by County's Board of Supervisors for the County workers' compensation program generally, including the costs of self-insurance, excess insurance coverage premiums, and claims management.

~~2. STAFFING~~

~~In providing the above services, County shall provide LAFCO with the services of the following specific County staff or positions:~~

~~• Administration and Supervision: County Executive Officer and Assistant County Executive Officer~~

~~Coordination/Management: Principal Management Analyst~~
~~Purchasing: Purchasing Agent and/or Assistant Purchasing Agent.~~

3. NCEO CONTACT:

Napa County Executive Office
~~Suite 310, Co. Admin. Bldg.~~
~~1195 Third Street~~
~~Napa, California 94559~~

~~(707)253-4176~~

Email: ~~mstoltz@co.napa.ca.us~~

ATTACHMENT B

PROVISION OF SERVICES TO LAFCO BY THE NAPA COUNTY -AUDITOR-CONTROLLER

1. SCOPE OF SERVICE

Under the financial and policy direction of LAFCO, County (through the Napa County Auditor-Controller, hereinafter referred to as "Auditor") shall provide LAFCO with the following services relating to LAFCO financial operations:

- Accounts payable, purchasing, and contract payment processing services
- Travel expense reimbursement, consistent with LAFCO's adopted travel policie
- Accounts receivable (deposit) services
- Services relating to preparation, adoption and administration of LAFCO's budget
- Accounting services
- Payroll services
- Audit services upon request by LAFCO
- Assistance in determining the apportionment of costs and collection of payments in support of LAFCO pursuant to Government Code Section 56831.
- Audit services requested by LAFCO

2. LEVEL AND MANNER OF SERVICE

The foregoing services shall be provided in accordance with the following provisions:

(a) The LAFCO Operations Fund shall be administered in accordance with all applicable provisions of the Government Code.

(b) All expenditures made from this Fund shall be made only at the direction of LAFCO's Executive Officer or designee with no requirement for approval by County's Board of Supervisors.

(c) At LAFCO's request, Auditor shall make diligent efforts to assist in the development of accounting policies and procedures that increase the efficiency and effectiveness of the administration of LAFCO, including policies and procedures ~~including the electronic interchange of data and efforts~~ to minimize reliance on County services.

(d) Auditor shall provide LAFCO with all requested revenue and expenditure information necessary to effectively manage LAFCO's fiscal affairs and perform all financial reporting to LAFCO and other applicable agencies. Such information shall be provided in a responsive and timely manner and include clear and concise cash flow reporting.

(e) All needed corrections to financial reports shall be completed within two working days of notification of Auditor. Auditor shall correct all payroll errors within one working day. For purposes of this Attachment B, "working days" shall mean Monday through Friday, 8:00 a.m. to 5:00 p.m., County holidays excluded.

(f) Auditor shall provide all necessary equipment and electronic interface to fully utilize Auditor's financial systems, including electronic access to view and print all requested financial reports.

3. **AUDITOR CONTACT:**

~~Pamela Kindig~~
Napa County Auditor-Controller
~~1195 Third Street, Suite B-10~~
~~Napa, California 94559~~

~~(707)226-9065~~

E-mail: ~~pkindig@co.napa.ca.us~~

ATTACHMENT C

PROVISION OF LEGAL SERVICES TO LAFCO BY THE NAPA COUNTY COUNSEL

1. SERVICES TO BE PROVIDED BY COUNTY COUNSEL

County, through the Napa County Counsel ("County Counsel"), ~~shall~~may provide legal services to LAFCO, as needed, including, but not necessarily limited to, legal advice, document drafting, and representation of LAFCO in its operations pursuant to the Cortese-Knox-~~Hertzberg Local Government Reorganization Act (Government Code Section 56000 et. seq.)~~. ~~County Counsel hereby designates Jacqueline M. Gong to serve as LAFCO Counsel for fiscal year 2003-2004.~~ Upon written notification to and assent by the governing board of LAFCO, County Counsel may designate ~~other~~specific attorney members of his/her office to serve as LAFCO Counsel.

2. LEGAL SERVICES COUNTY COUNSEL SHALL NOT PROVIDE

County Counsel shall not provide legal services to LAFCO in the following situations, County and LAFCO understanding that in such situations LAFCO will obtain the necessary legal assistance at LAFCO's own expense from ~~other~~ legal counsel retained directly by LAFCO:

- Legal services to LAFCO regarding contracts to which LAFCO and County are both parties unless LAFCO's Executive Officer and Chair have given express written consent to dual representation of County and LAFCO by County Counsel.
- Legal services determined by LAFCO to present a conflict of interest for its LAFCO Counsel (in accordance with LAFCO Policy for the Appointment of Counsel).

3. COUNTY COUNSEL CONTACT:

Napa County Counsel
~~Suite 301, Co. Admin. Bldg.~~
~~1195 Third Street~~
~~Napa, California 94559~~

~~(707) 259-8245~~

Email: rwestmey@co.napa.ca.us

ATTACHMENT D

PROVISION OF TELECOMMUNICATIONS, MAIL, INFORMATION TECHNOLOGY SERVICES AND RECORD MANAGEMENT SERVICES TO LAFCO BY THE NAPA COUNTY EXECUTIVE OFFICER

1. TELECOMMUNICATION SERVICES

The Napa County Executive Officer, through the Communications Division shall provide LAFCO with installation, maintenance and repair of, and maintenance of service records and inventory for; all telecommunications equipment involved in any of the following systems used by LAFCO:

- telephone systems, including voice mail
- data cabling and terminations
- CCTV monitors and cameras
- intercom and PA systems
- all wireless communications, i.e. pagers, cellular phones, two way radios, security alarm systems

2. MAIL SERVICES

The Napa County Executive Officer shall provide the following mail services to LAFCO:

- Pickup, delivery of all interdepartmental (LAFCO) and County/LAFCO internal mail
- Pickup, metering and delivery to the Post Office of all LAFCO outgoing USPS mail

3. RECORDS MANAGEMENT SERVICES FOR LAFCO RECORDS

The Napa County Executive Officer, through the records management division, shall provide LAFCO with records management services for LAFCO records, including storage, retrieval and interfiling of LAFCO records at the Napa County Records Center; destruction of LAFCO records stored at the Napa County Records Center when such destruction is authorized by LAFCO; and shall assist LAFCO in developing policies and procedures that increase the efficiency and effectiveness by which LAFCO records are archived, retrieved and disposed.

4. INFORMATION TECHNOLOGY SERVICES

The Napa County Executive Officer, through the Information Technology Services (ITS) division, shall provide LAFCO with information technology services at a level at least equivalent to that by provided by County on February 15, 2001. The services shall include installation, maintenance, upgrades and repair of hardware and software provided by County to LAFCO, including, but not limited to: Geographic Information Systems, Financial Information Systems, Personnel Systems and the electronic mail service, calendaring, and task manager systems

maintained by the County. LAFCO shall have access to ~~County's~~ Helpdesk for information technology assistance and to computer training offered by ~~County~~. Special projects outside the scope of routine information technology services shall be provided only upon request by LAFCO and prior approval by the Director of the Information Technology Services Division. Use of the systems, ~~hardware~~, and software provided by County to LAFCO under this Attachment shall be subject to compliance by LAFCO and its officers, agents, employees and consultants with the Napa County Information Technology Use and Security Policy in effect at the time of the use.

5. SUPPLIES AND EQUIPMENT TO BE DIRECTLY PURCHASED

There shall be no separate reimbursement for supplies and equipment provided under this Attachment because LAFCO shall be responsible for directly purchasing any systems and equipment to be installed by the foregoing departments and divisions (other than fixtures which shall remain owned by County).

6. NCEO/DIVISION CONTACT:

Mail: Napa County Executive Officer
~~Suite 310, Co. Admin. Bldg.~~
~~1195 Third Street~~
~~Napa, California 94559~~

~~(707) 253-4176~~

Email: ~~mstoltz@co.napa.ca.us~~

ATTACHMENT E

PROVISION OF PERSONNEL SERVICES TO LAFCO
BY THE HUMAN RESOURCES DIVISION OF THE
NAPA COUNTY EXECUTIVE OFFICE

1. SCOPE OF SERVICES

The Human Resources division ("HR") of the Napa County Executive Office ~~shall~~may provide the following services to LAFCO, upon request, within consistent the financial, personnel and policy guidelines established by ~~the LAFCO Commission~~, so long as such guidelines are not in conflict with County personnel policies, rules and regulations. The County's HR Director shall act to oversee and carry out the following services upon direction as directed by ~~the LAFCO Commission~~:

- *Recruitment and selection*: ~~shall include~~ing consultation regarding hiring procedures, advertising (costs of certain advertisements will be the responsibility of LAFCO), screening of applications, and development of a hiring list. All hiring decisions shall be made solely by LAFCO.
- *Personnel transactions*: ~~shall include~~ing implementation of PARs (hires, releases, promotions, salary increases, etc.), and benefit sign-ups and coordination (health, wellness program, dental, etc.); As authorized and directed by the LAFCO Commission, HR shall implement salary surveys and adjustments, job allocations, reclassifications, performance review processes, and changes (including increases) in personnel staffing appointed to serve LAFCO, so long as such implementation is consistent with and not in conflict with County policies and regulations. County agrees that ~~the LAFCO Commission~~, as the appointing authority of ~~the LAFCO Personnel Executive Officer~~, shall have the sole responsibility for evaluating ~~the performance~~, implementing discipline, if necessary, and setting compensation for ~~the LAFCO Executive Officer Personnel~~.
- *Labor Relations*: ~~shall include~~ing implementing salaries and other terms and conditions of compensation and performance established for LAFCO staff by ~~the LAFCO Commission, so long as such implementation is consistent with and not in conflict with County policies and regulations~~; The County shall also handle: negotiations with employee union representatives regarding wages, hours, terms and conditions of employment; consultation and assistance with disciplinary and grievance issues; administration and coordination of worker's compensation cases.
- *Training*: ~~shall include~~ County workshops for LAFCO Personnel may be provided employees and supervisors when attended at LAFCO direction by LAFCO employees or by County employees whose primary responsibilities involve providing services to LAFCO.
- ~~Staffing~~: HR shall provide staffing as requested by LAFCO and agreed to by County, ~~including staff as described in Paragraph 2 of the Agreement.~~

2. **HR CONTACT:**

Mail: Human Resources Director
~~Suite 110, Co. Admin. Bldg.~~
~~1195 Third Street~~
~~Napa, California 94559~~

~~(707) 259-8189~~

Email: ~~dmorris@co.napa.ca.us~~

ATTACHMENT F

PROVISION OF CLERKING SERVICES TO LAFCO BY THE CLERK OF THE NAPA COUNTY BOARD OF SUPERVISORS

1. SCOPE OF SERVICES

While Clerking services are typically provided by LAFCO's Clerical Staff, As requested at the request of -by the LAFCO Executive Officer, the Clerk of the Napa County Board of Supervisors ("COTB"), or her designee, ~~shall~~may serve as Clerk to the LAFCO Commission. Services shall include, but not be limited to, maintaining records of all LAFCO meetings, hearings and other proceedings and minutes for such proceedings as directed by LAFCO.

2. COTB CONTACT:

Mail: ~~Pamela Miller~~
Napa County Clerk of the Board of Supervisors/
~~Rm. 310, Co. Admin. Bldg.~~
~~1195 Third Street~~
~~Napa, California 94559~~

~~(707) 253-4176~~

Email: ~~pmiller@co.napa.ca.us~~

ATTACHMENT G

PROVISION OF SERVICES TO LAFCO BY THE NAPA
COUNTY TREASURER-TAX COLLECTOR1. SERVICES TO BE PROVIDED

(a) The Napa County Treasurer-Tax Collector ("Treasurer") shall provide LAFCO with banking and investment services at a level of service at least equivalent to that provided to LAFCO during County fiscal year 2001-2002, except that bank processing services shall be provided by County's banking provider on a cost pass-through basis. The scope of services shall include:

- Banking services for LAFCO funds, including warrant processing and bank reconciliation.
- Portfolio Management for all LAFCO accounts, including receipt, safeguarding, investment and disbursement.

(b) The services shall be provided in accordance with the following provisions:

(1) Treasurer shall notify LAFCO within three (3) working days of receipt of all funds received and deposited into the LAFCO Operations Fund. For purposes of this Attachment, "working days" shall mean Monday through Friday, 8 a.m. to 5 p.m., County holidays excluded.

(2) LAFCO shall be permitted electronic access through County's PeopleSoft computerized systems to all reports detailing deposits received and interest earned. These reports shall specify amount and source of revenue, as well as the date of deposit.

2. STAFFING TO BE PROVIDED

Treasurer the staffing in order to provide the foregoing services:

Service	Position
Banking Services	Account Clerk I-11
Portfolio Mgmt	Treas/Tax Collector Treasury Supervisor Senior Account Clerk Account Clerk II

3. TREASURER CONTACT:

Mail: ~~Marcia Humphrey Hull~~
Napa County Treasurer-Tax Collector
~~1195 Third Street, Room 108~~
~~Napa, California 94559~~

ATTACHMENT AA

**SERVICES REIMBURSEMENT RATES FOR FISCAL YEAR ~~200315~~-
200416**

Services of the Napa County Executive Office:

- Executive Officer's hourly rate: \$159.50
- Assistant Executive Officer's hourly rate: \$126.10
- Principal Management Analyst's hourly rate: \$ 81.12
- Assistant Purchasing Agent's hourly rate: \$ 55.70
- Telecommunications staff:
 - o Hourly rate: \$ 58.73
 - o Plus actual cost of materials
- Mail Service staff:
 - o Hourly rate: \$ 49.39
 - o Postage shall be recovered at cost.
- Records Management staff:
 - o Hourly rate: \$ 49.39
 - o Document Shredding is \$1.75 per box (1 cubic foot) plus \$0.10 per pound.
- Personnel (Human Resources) staff:
 - o Human Resource Director: \$ 97.37
 - o Human Resource Principal Analyst: \$ 75.81
 - o Benefits Administrator: \$ 62.30
 - o Other Human Resource Services;
 - Recruitment Advertisement shall be recovered at cost
 - Training services shall be prorated by the ratio of the attendees who are LAFCO employees or County employees primarily providing LAFCO services to the total number of attendees during each training hour for which reimbursement is sought.]
- Deputy Clerk of the Board's hourly rate: \$ 64.42

Services of the County Auditor-Controller:1. Hourly labor rates, by position:

- Auditor-Controller: \$ 96.00
- Assistant Auditor-Controller (Step 5) \$ 91.00
- Assistant Auditor-Controller (Step 1) \$ 74.00
- Supervising Accountant-Auditor (Step 5 - CPA)Audits \$ 65.00
- Supervising Accountant-Auditor (Step 5)Acctg. \$ 62.00
- Accountant-Auditor III (Step 5) Acctg. \$ 56.00
- Accountant-Auditor III (Step 4) Acctg. \$ 54.00
- Accountant-Auditor II (Step 5) Acctg. \$ 54.00
- Accountant-Auditor II (Step 3) Audits \$ 48.00
- Accountant-Auditor I (Step 2) Acctg \$ 40.00

• Accounting Technician (Step 5) Acctg.	\$ 46.00
• Administrative Secretary I (Step 4) Adm.	\$ 35.00
2. <u>Weighted hourly labor rates by service</u>	
÷	
• Administration	\$74.00
• Audits	\$53.00
• Accounting	\$52.00
3. <u>Unit Rates:</u>	
• Per Voucher	\$0.83
• Per Payroll Warrant	\$5.15
<u>Services of the County Counsel:</u>	
• Deputy County Counsel - Jacqueline Gong's hourly rate:	\$107.15
<u>Services of the Treasurer-Tax Collector:</u>	
• Account Clerk II's hourly rate:	\$ 37.55
• Treasurer/Tax Collector's hourly rate:	\$114.87
• Treasury Manager's hourly rate:	\$ 68.59
• Senior Account Clerk's hourly rate:	\$ 40.91
<u>Services of Information Technology (annual rate):</u>	\$12,900.00



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 7e (Action)

TO: Local Agency Formation Commission
PREPARED BY: Brendon Freeman, Executive Officer B F
MEETING DATE: October 2, 2023
SUBJECT: Consider Adjustment to Executive Officer's Compensation

RECOMMENDATION

It is recommended the Commission adopt the Resolution of the Local Agency Formation Commission of Napa County approving a salary adjustment to the Executive Officer's compensation to establish an annual salary of \$176,890 effective October 14, 2023, included as Attachment One.

BACKGROUND

Mr. Freeman has served as the Executive Officer to Napa County LAFCO since July 2015. The Commission started this year's performance evaluation process of the Executive Officer in July 2023, which included noticed closed session evaluations on August 7, 2023, and September 11, 2023. The Commission Policy on Executive Officer Performance Review provides that, "at the completion of the performance review, the Commission will consider any appropriate action with respect to the compensation of the Executive Officer." The Commission directed Chair Mohler and Commissioner Ramos to negotiate the Executive Officer's compensation and return with a recommendation for the full Commission's consideration.

SUMMARY

Under Government Code section 54956(b), prior to taking action, the Commission must orally report the recommended action to increase the Executive Officer's salary in a duly noticed Regular Meeting of the Commission. Having completed the review of the Executive Officer's performance, it is recommended that the Executive Officer receive a performance-based increase of 3.5% and an additional cost-of-living adjustment of 3.5% to his current salary of \$165,359, effective October 14, 2023, which would establish an annual salary of \$176,890. All other benefits shall remain the same consistent with the benefits provided by the County of Napa.

ATTACHMENT

- 1) Resolution of the Local Agency Formation Commission of Napa County Approving a Salary Adjustment to the Executive Officer's Compensation Effective October 14, 2023

Margie Mohler, Chair
Councilmember, Town of Yountville

Anne Cottrell, Vice Chair
County of Napa Supervisor, 3rd District

Kenneth Leary, Commissioner
Representative of the General Public

Beth Painter, Commissioner
Councilmember, City of Napa

Belia Ramos, Commissioner
County of Napa Supervisor, 5th District

Eve Kahn, Alternate Commissioner
Representative of the General Public

Mariam Aboudamous, Alternate Commissioner
Councilmember, City of American Canyon

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

Brendon Freeman
Executive Officer

RESOLUTION NO. _____

**RESOLUTION OF
THE LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY
APPROVING A SALARY ADJUSTMENT TO THE EXECUTIVE OFFICER'S
COMPENSATION EFFECTIVE OCTOBER 14, 2023**

WHEREAS, the Local Agency Formation Commission of Napa County (“Commission”) hires an Executive Officer to serve at the Commission’s pleasure;

WHEREAS, the Commission hired Brendon Freeman to be the Commission’s Executive Officer effective July 4, 2015, with a salary of \$102,419 per year consistent with step 1 of the salary schedule along with the standard benefits provided to the County of Napa’s “Management Non-Classified (Other)” employees;

WHEREAS, on August 3, 2015, the Commission approved an increase to the Executive Officer’s salary based on the results of a duly noticed performance evaluation to \$103,000 per year effective July 18, 2015;

WHEREAS, on July 1, 2016, the Executive Officer’s salary increased to \$106,246 per year as a result of a cost of living adjustment;

WHEREAS, on August 1, 2016, the Commission approved an increase to the Executive Officer’s salary based on the results of a duly noticed performance evaluation to \$111,571 per year consistent with step 2 of the salary schedule and effective July 2, 2016;

WHEREAS, on July 1, 2017, the Executive Officer’s salary increased to \$116,043 per year as a result of a cost of living adjustment;

WHEREAS, on July 1, 2018, the Executive Officer’s salary increased to \$120,682 per year as a result of a cost of living adjustment;

WHEREAS, on October 1, 2018, the Commission approved an increase to the Executive Officer’s salary based on the results of a duly noticed performance evaluation to \$126,693 per year consistent with step 3 of the salary schedule and effective July 1, 2018;

WHEREAS, on July 1, 2019, the Executive Officer’s salary increased to \$129,230 per year as a result of a cost of living adjustment;

WHEREAS, on October 7, 2019, the Commission approved an increase to the Executive Officer’s salary based on the results of a duly noticed performance evaluation to \$135,720 per year consistent with step 4 of the salary schedule and effective July 1, 2019;

WHEREAS, on July 1, 2021, the Executive Officer’s salary increased to \$142,480 per year as a result of a cost of living adjustment;

WHEREAS, on October 4, 2021, the Commission approved an increase to the Executive Officer’s salary based on the results of a duly noticed performance evaluation to \$148,179 per year consistent with step 5 of the salary schedule and effective July 1, 2021;

WHEREAS, on July 1, 2022, the Executive Officer’s salary increased to \$160,359 per year as a result of an equity adjustment and a cost of living adjustment;

WHEREAS, on July 1, 2023, the Executive Officer’s salary increased to \$165,318 per year as a result of a cost of living adjustment;

WHEREAS, the Commission has conducted a duly noticed performance evaluation of the Executive Officer which commenced in July of 2023, and was noticed for closed session consideration by the Commission at its August 7, 2023 regular meeting and September 11, 2023 special meeting;

NOW, THEREFORE, BE IT RESOLVED that the Commission **DOES HEREBY RESOLVE, DETERMINE AND ORDER**, the Executive Officer shall receive a performance-based increase of 3.5% and an additional cost-of-living adjustment of 3.5% to his current salary of \$165,359 effective October 14, 2023, which shall establish an annual salary of \$176,890.

The foregoing resolution was duly and regularly adopted by the Commission at a public meeting held on October 2, 2023, after a motion by Commissioner _____, seconded by Commissioner _____, by the following vote:

AYES: Commissioners _____

NOES: Commissioners _____

ABSENT: Commissioners _____

ABSTAIN: Commissioners _____

 Margie Mohler
 Commission Chair

ATTEST: _____
 Brendon Freeman
 Executive Officer

Recorded by: Stephanie Pratt
 Clerk/Jr. Analyst