



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 5a (Action)

TO: Local Agency Formation Commission

FROM: Brendon Freeman, Executive Officer B F

MEETING DATE: August 27, 2026

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

RECOMMENDATION

It is recommended that the Commission approve an amendment of the Legal Services Agreement with Renne Public Law Group ("RPLG") for special counsel services, included as Attachment 1, authorizing an increase in the total maximum compensation from \$20,000 to a not to exceed amount of \$40,000.

BACKGROUND AND SUMMARY

On May 4, 2026, the Executive Officer utilized authorized purchasing authority to execute a Legal Services Agreement with RPLG with a total maximum compensation amount of \$5,000, included as Attachment 2. The agreement establishes an attorney-client relationship to secure specialized legal advice and representation regarding two pending applications involving the City of American Canyon annexation/organization projects.

The core terms of the executed agreement include:

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

On June 1, 2026, the Commission approved an amendment to the agreement, included as Attachment 3, increasing the not to exceed amount to \$20,000.

Beth Painter, Chair
Councilmember, City of Napa

Paul Dohring, Commissioner
Councilmember, City of St. Helena

David Oro, Alternate Commissioner
Councilmember, City of American Canyon

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

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

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

Jeffrey Crosswhite, Commissioner
Representative of the General Public

Eve Kahn, Alternate Commissioner
Representative of the General Public

Brendon Freeman
Executive Officer

DISCUSSION

Given the complexity of the two pending City of American Canyon applications, the total billable hours required to review and process these projects has reached the \$20,000 maximum threshold. To prevent disruptions in necessary legal coverage, an amendment to the existing contract is proposed that would increase the not to exceed amount from \$20,000 to \$40,000, representing a \$20,000 increase. Expenditures associated with the RPLG agreement shall be passed onto applicants consistent with Paragraph 12 of the Commission's adopted *Schedule of Fees and Deposits*, included as Attachment 4.

The Commission's fiscal year 2026-27 budget already includes adequate undesignated funds within the consulting services expenditure account to cover the recommended increase of \$20,000 without requiring a budget adjustment. Staff believes this is an appropriate allocation of the Commission's budgeted, but unspent, financial resources. Staff therefore recommends authorizing the Executive Officer to sign a contract amendment with Renne Public Law Group.

ATTACHMENTS

- 1) Proposed Amendment No. 2 to Legal Services Agreement with RPLG
- 2) Legal Services Agreement with RPLG
- 3) Approved Amendment No. 1 to Legal Services Agreement with RPLG
- 4) Schedule of Fees and Deposits

RPLG Renne Public Law Group®
350 Sansome Street | Suite 300
San Francisco, CA 94104

Rubin E. Cruse, Jr.
Partner and Head of Government Practice
415-848-7200
rcruse@publiclawgroup.com

August 24, 2026

Via Email: bfreeman@napa.lafco.ca.gov

Brendon Freeman
Executive Officer
Napa Local Agency Formation Commission
1754 2nd St Unit C
Napa, CA 94559

**Re: Legal Services Agreement Second Amendment- Not to Exceed
Increase**

Dear Mr. Freeman:

Upon approval from the Local Agency Formation Commission of Napa County (“Napa LAFCO”), the last sentence of Section 2 of the May 4, 2026, Legal Services Agreement between Napa LAFCO and Renne Public Law Group (RPLG), as previously amended by a June 3, 2026, Legal Service Agreement Amendment, is further amended to provide that compensation for the services described in the May 4, 2026, Legal Services Agreement, inclusive of expenses, is not to exceed \$40,000.

This Legal Services Agreement Second Amendment shall serve to supersede the June 3, 2026, Legal Services Agreement Amendment.

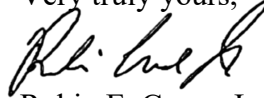
Except as amended herein, all other terms and conditions of the May 4, 2026, Legal Services Agreement shall remain in full force and effect.

Please sign below and return to my attention.

Rubin Cruse Jr.
August 24, 2026
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Please let me know if you have any questions. We look forward to continuing to work with you on this matter.

Very truly yours,



Rubin E. Cruse, Jr.
Partner and Head of Government Practice

Approved:



Jonathan V. Holtzman
Managing Partner

cc: RPLG Billing Department

These items are accepted and agreed to retroactive to August 1, 2026

Local Agency Formation Commission of Napa County

Signature:

Print Name: Brendon Freeman
Title: Executive Officer



350 Sansome Street | Suite 300
San Francisco, CA 94104

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

May 4, 2026

Via Email: bfreeman@napa.lafco.ca.gov

Brendon Freeman
Executive Officer
Napa Local Agency Formation Commission
1754 2nd St Unit C
Napa, CA 94559

Re: Legal Services Agreement – Local Agency Formation Commission of Napa County

Dear Mr. Freeman:

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

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

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

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

May 4, 2026

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

Billing and payment procedures are outlined in Attachment A

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

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

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

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

May 4, 2026

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

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

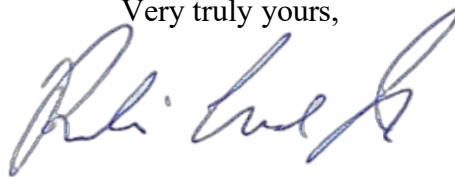
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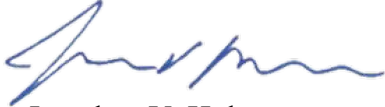
11. **Insurance.** RPLG shall maintain Professional Liability Insurance that covers the service to be performed in connection with the Agreement in an amount not less than \$2 million.

Very truly yours,



Rubin E. Cruse, Jr.
Partner

Approved:



Jonathan V. Holtzman
Managing Partner

cc: RPLG Billing Department

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

Napa Local Agency Formation Commission

Signature: 

Print Name: Brendon Freeman
Title: Executive Officer

May 4, 2026

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ATTACHMENT A**RENNE PUBLIC LAW GROUP
STATEMENT OF FEE AND BILLING INFORMATION**

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

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

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

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

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

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

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

May 4, 2026

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



350 Sansome Street | Suite 300
San Francisco, CA 94104

Rubin E. Cruse, Jr.
Partner and Head of Government Practice
415-848-7200
rcruse@publiclawgroup.com

June 3, 2026

Via Email: bfreeman@napa.lafco.ca.gov

Brendon Freeman
Executive Officer
Napa Local Agency Formation Commission
1754 2nd St Unit C
Napa, CA 94559

Re: Legal Services Agreement Amendment- Not to Exceed Increase

Dear Mr. Freeman:

Pursuant to approval provided by the Local Agency Formation Commission of Napa County ("Napa LAFCO") on June 1, 2026, the last sentence of Section 2 of the May 4, 2026 Legal Services Agreement between Napa LAFCO and Renne Public Law Group (RPLG) is amended to provide that compensation for the services described in the May 4, 2026 Legal Services Agreement, inclusive of expenses, is not to exceed \$20,000 unless this agreement is approved by the Napa LAFCO Commission.

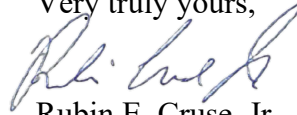
Except as amended herein, all other terms and conditions of the May 4, 2026 Legal Services Agreement shall remain in full force and effect.

Please sign below and return to my attention.

Rubin Cruse
June 3, 2026
Page 2

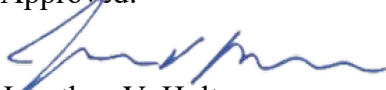
Please let me know if you have any questions. We look forward to continuing to work with you on this matter.

Very truly yours,



Rubin E. Cruse, Jr.
Partner and Head of Government Practice

Approved:



Jonathan V. Holtzman
Managing Partner

cc: RPLG Billing Department

These items are accepted and agreed to as of June 3, 2026

Napa Local Agency Formation Commission

Signature:



Print Name: Brendon Freeman
Title: Executive Officer



Local Agency Formation Commission of Napa County

Subdivision of the State of California

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

Schedule of Fees and Deposits

Effective Date: July 1, 2026

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

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

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

INITIAL APPLICATION FEES

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

Change of Organization or Reorganization: Annexations and Detachments	
Exempt from California Environmental Quality Act	
100% Consent from Landowners and Agencies where LAFCO is Responsible or Lead Agency	\$6,095.10
Without 100% Consent from Landowners and Agencies where LAFCO is Responsible or Lead Agency	\$8,126.80
Not Exempt from California Environmental Quality Act / Negative Declaration	
100% Consent from Landowners and Agencies where LAFCO is Responsible Agency	\$7,110.95
100% Consent from Landowners and Agencies where LAFCO is Lead Agency	\$10,158.50 plus consultant contract
Without 100% Consent from Landowners and Agencies where LAFCO is Responsible Agency	\$9,142.65
Without 100% Consent from Landowners and Agencies where LAFCO is Lead Agency	\$12,190.20 plus consultant contract
Not Exempt from California Environmental Quality / Environmental Impact Report	
100% Consent from Landowners and Agencies where LAFCO is Responsible Agency	\$8,126.80
100% Consent from Landowners and Agencies where LAFCO is Lead Agency	\$10,158.50 plus consultant contract
Without 100% Consent from Landowners and Agencies where LAFCO is Responsible Agency	\$10,158.50
Without 100% Consent from Landowners and Agencies where LAFCO is Lead Agency	\$12,190.20 plus consultant contract
Change of Organization or Reorganization: Other	
City Incorporations and Disincorporations	at-cost
Special District Formations, Consolidations, Mergers, and Dissolutions	at-cost
Special District Requests to Activate or Deactivate Powers	at-cost
Other Applications	
Request for Outside Service Agreement	\$4,063.30
Request for Reconsideration	\$4,063.30
Request for Time Extension to Complete Proceedings	\$1,015.85
Request for Municipal Service Review	at-cost
Request for Sphere of Influence Amendment	at-cost
Miscellaneous	
Special Meeting	\$1,200
Alternate Legal Counsel	at-cost

OTHER APPLICATION FEES

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

Fees Made Payable to the County of Napa	
• Assessor's Annexation Mapping Fee	\$112
• County Surveyor's Review Fee	\$354.75
• Clerk-Recorder's Environmental Filing Fee	\$50
• Elections' Registered Voter List Fee	\$75 hourly
• Elections' Signature Verification Fee	\$75 hourly
• Clerk-Recorder's Environmental Document Fee	
.....Environmental Impact Report	\$4,227.50
.....Mitigated Negative Declaration	\$3,043.75
.....Negative Declaration	\$3,043.75

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

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