

MENDOCINO

Local Agency Formation Commission

Ukiah Valley Conference Center | 200 South School Street | Ukiah, California 95482

Telephone: (707) 463-4470 | Fax: (707) 462-2088 | E-mail: eo@mendolafco.org | Web: www.mendolafco.org

COMMISSIONERS

Jerry Ward, Chair & Treasurer
Public Member

Carre Brown, Vice Chair
County Board of Supervisors

Kevin Doble
Ukiah City Council

Gerardo Gonzalez
Willits City Council

John McCowen
County Board of Supervisors

Theresa McNerlin
Ukiah Valley Sanitation District

Tony Orth
Brooktrails Township CSD

Scott Ignacio, Alternate
Point Arena City Council

Dan Hamburg, Alternate
County Board of Supervisors

Carol Rosenberg, Alternate
Public Member

Jenifer Bazzani, Alternate
Ukiah Valley Fire District

STAFF

Executive Officer
Uma Hinman

Analyst
Larkyn Feiler

Commission Clerk
Elizabeth Salomone

Counsel
Scott Browne

Regular Meetings

First Monday
of each month
at 9:00 AM
in the Mendocino
County Board
of Supervisors Chambers
501 Low Gap Road

Executive Committee Meeting

A G E N D A

Monday, November 5, 2018

Directly after the Regular Commission Meeting and no sooner than 10:00am

County Board of Supervisors Chamber
Mendocino County Administrative Building
501 Low Gap Road, Ukiah, CA 95482

1. CALL TO ORDER & ROLL CALL

Chair Jerry Ward, Vice Chair Carre Brown, and Kevin Doble

2. MATTERS FOR DISCUSSION & POSSIBLE ACTION

2a) Approval of the September 24, 2018 Executive Committee Minutes

2b) Fire Service Out of Area Service Agreements

Executive Officer to provide update.

2d) Mendocino Coast Healthcare District Report

Committee to discuss any direction given by full Commission.

3e) Items for Future Meetings

3. INFORMATION AND REPORT ITEMS

3a) Executive Officer Report

ADJOURNMENT

The next Regular Commission Meeting is scheduled for
Monday, December 3, 2018
in the County Board of Supervisors Chambers,
501 Low Gap Road, Ukiah, California

MENDOCINO

Local Agency Formation Commission

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Agenda Item No. 2a

COMMISSIONERS

Gerald Ward, Chair & Treasurer
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Regular Meetings

First Monday
of each month
at 9:00 AM
in the Mendocino
County Board
of Supervisors Chambers
501 Low Gap Road

Executive Committee Minutes

Monday, September 24, 2018

Ukiah Valley Conference Center, Chardonnay Room
200 S School Street, Ukiah, CA 95482

1. CALL TO ORDER & ROLL CALL

Chair Ward called the meeting to order at 10:00am

Members Present: Commissioners Carre Brown, Kevin Doble, and Gerald Ward

Staff Present: Uma Hinman

2. MATTERS FOR DISCUSSION & POSSIBLE ACTION

2a) Approval of the September 10, 2018 Executive Committee Minutes

Upon motion by Commissioner Doble and second by Commissioner Brown, the Executive Committee meeting minutes of September 10, 2018 were unanimously approved:

Ayes: Commissioners Brown, Doble, and Ward

2b) Fire Services Out of Area Service Agreements

EO Hinman presented research on the history of the out of area fire service contracts, which dates back to 2007. The Committee directed staff to work with Legal Counsel to identify a process for Commission consideration of existing and proposed out of area fire service contracts.

2c) Mendocino Coast Hospital District MSR/SOI Update

The intent and limitations of doing an MSR/SOI Update was discussed. Committee directed staff to continue researching the issues brought forward at the September 10, 2018 Commission meeting and present to the full Commission in November.

2d) Items for Future Meetings

After discussing the light agenda for the October 1, 2018 Regular Commission meeting, the Executive Committee directed staff to cancel the meeting. The Executive Committee will meet on October 1, 2018 at 9am to hear an update from staff on the subjects noted above.

3. INFORMATION AND REPORT ITEMS

3a) Executive Officer Report

The EO reported that one nomination was received for each of the Special District seats: John Huff will hold the Regular seat and Jenifer Bazzani will continue as the Alternate. No ballot process was necessary.

ADJOURNMENT

There being no further business, the meeting was adjourned at 10:48am.

MENDOCINO Local Agency Formation Commission

Staff Report

DATE: November 5, 2018
TO: Mendocino Local Agency Formation Commission - Executive Committee
FROM: Uma Hinman, Executive Officer
SUBJECT: Anderson Valley Community Services District Out of Area Fire Service Agreements

Background

The Anderson Valley (CSD) provides fire protection and ambulance services to the Anderson Valley/Boonville area along US Highway 128. In May 2018, LAFCo received 34 service agreements (via USPS mail) between property owners and AVCSD for the provision of fire protection services: 17 new agreements and 17 agreement renewals. The agreement renewals were for properties that were recognized and mapped in the 2015 SOI Update for the District. The service agreements consist of adopted contracts and notation of a payment of fee from the property owners to the District. The service agreements state that properties are located within the District's SOI and that they are not valid until approved by LAFCo.

History

During its March 3, 2008 regular meeting, the Commission approved a test process specific to AVCSD for administratively approving out of area fire service agreements with direction to the Executive Officer to provide annual reports to the Commission. Research of LAFCo's files discovered one of these agreements signed by EO McMichael in August 2010; however, the total number is unknown.

The out of district services began in approximately 2008 as a way to charge for service outside the district boundary and avoid exposing the District to additional liability (MSR, 2014). The 2014 MSR reported 29 contracts for out of district service. The AVCSD reports that they have 30 properties that were offered contract renewal as of July 1st, 2015 (District Manager, August, 2015). (SOI, 2015)

While each contract does not contain a specified contract expiration date, the agreements may be renewed annually upon payment of the annual fee until annexation occurs, and shall terminate upon annexation or upon written notice of cancellation by the owner, the District or LAFCo (District Manager, August, 2015). The contracts include a clause stating that both the District and resident anticipate eventual annexation into the District. Each individual contract has a clause that an out-of-area service agreement becomes effective upon LAFCo approval (MSR, 2014).

All of the proposed contracts are within the District's SOI, which coincides with its recognized response area.

EO Hinman consulted Legal Counsel regarding the OASA fire contracts; Counsel confirmed that the OASA contracts are subject to 56133 and require LAFCo approval in accordance with CKH and

Mendocino LAFCo policies. Mendocino LAFCo policies (Chapter 11, Sec. 2) set forth the procedure to be followed. The policies specifically require consideration by the Commission regarding the allowance of contracting rather than annexing to the district.

The Executive Committee requested legal opinion on whether or not the Commission would be held liable by approving such contracts. Current legal counsel response was consistent with the 2007 Legal Opinion by Houston (attached) that LAFCo should not incur any liability for approving such contracts.

Application Process

Out of area service agreements require application to LAFCo, including submission of an application form, the proposed contracts, a statement from the District as to their capacity to provide the proposed OASA service without detracting from current service levels, and a fee deposit. The Fee Schedule requires a minimum deposit of 50% of the cost of an Agreement: annexation, plus agency costs plus CEQA. It is anticipated that the applications would be exempt from CEQA.

Review of Request. Once a request is deemed complete, the Executive Officer will prepare a written report with a recommendation. The Executive Officer will present the report and recommendation at a public hearing for Commission consideration. The public hearing will be scheduled for the next regular meeting of the Commission for which adequate notice can be given but no later than 90 days. The Executive Officer's written report will be made available to the public for review prior to the scheduled hearing.

The Commission may approve or deny the request, and if approved, such approval may be with or without conditions. The conditions may include a requirement that the affected agency submit an application for annexation by a specific date and that the owner bind the property to consent to annex as set forth in Mendocino LAFCo policies and the CKH. If denied, the affected agency can ask for reconsideration within 30 days of Commission action. Out of area services agreements are not subject to the protest hearing process.

Steps Forward

Despite past approaches to approving AVCS D out area fire service agreements, the appropriate path forward is application and consideration by the Commission in accordance with 56133(d).

Staff recommends the attached letter to AVCS D notifying them of the correct procedures for considering the agreements and the process for making application. Further, to address the OASAs sent to LAFCo earlier this year, the following steps are recommended:

1. Request District document all OASA fire service contracts (map and list of parcels)
2. Consider them retroactively with appropriate fees to cover LAFCo costs
3. If appropriate, require annexation of affected parcels to clean up boundaries

Attachments: Draft Letter to AVCS D
2007 Counsel Opinion re: fire service OASAs
CKH Section 56133
Mendocino LAFCo Policies RE: OASAs

DATE

Joy Andrews, General Manager
Anderson Valley CSD
P.O. Box 398
Booneville, CA 95415

RE: Out of Area Fire Services Agreements

Dear Ms Andrews:

This letter is written to advise the District of the appropriate process for submitting out of area service agreements to the Mendocino Local Agency Formation Commission (LAFCo) for consideration. Under Government Code §56133, out of area service agreements (OASAs) require LAFCo approval before any extensions of service are provided. LAFCo is requesting the District provide a complete list and map of all fire services agreements provided to parcels outside its boundaries in order to determine a path toward compliance with the law.

Please understand that LAFCo is supportive of the significant efforts made to provide fire service to residences within its response area. However we are concerned that providing fire service without LAFCo consideration or annexation not only violates state law, but also will result in reduced capacity to provide services within District boundaries as well as governance concerns. These are important LAFCo considerations when reviewing boundary and service delivery issues. Additionally, because these properties will have already been provided with the critical fire protection services, they will have little reason to ever seek or support annexation to the District. The result would be fragmented District service areas which would be inconsistent with LAFCo's core objectives of encouraging orderly, logical boundaries and the efficient delivery of municipal services.

The Executive Officer would like to meet with the District to develop a plan for documenting all of the OASAs and making application to LAFCo for consideration. We look forward to hearing from the District with regards to this matter. In the meantime, it is important that the District comply with the law and not enter into fire service agreements with properties outside the District boundaries until they have received LAFCo approval.

Sincerely,

Uma Hinman
Executive Officer

cc:

To: Frank McMichael, LAFCO CEO
Honorable LAFCO members

From: Gladys Houston, attorney for Mendocino County LAFCO

Date: September 21, 2007

Re: Draft Proposal Agreement Regarding Fire District Out of Area Services

You have asked the following questions:

1. Is the DRAFT PROPOSAL AGREEMENT (as amended, entitled Out-of-Area Service Agreement for Provision of Services Allowed Under Fire Protection District Law re Real Property in Mendocino County) a legal document?
2. Would LAFCO incur legal liability if said contract were entered into between a fire district and a landowner?
3. Is a CEQA review required before said contract can be entered into between a fire district and a landowner?

Legal Opinion

1. Yes, the draft proposed agreement is a legal document. Health and Safety Code section 13878 provides that:

a district may contract with a person or public agency to provide district services in territory which is outside the district. The contract shall provide for payment in advance.

Government Code section 56133(a) provides that LAFCO must give written approval for a district to provide new or extended services outside its jurisdictional boundaries but within sphere of influence in anticipation of an annexation. If the services are outside the district's boundaries and sphere of influence LAFCO may authorize contractual services in response to an existing or impending threat to public health or safety of the residents of the affected territory, if both:

- (1) The district provides LAFCO with documentation for the said threat, and
- (2) LAFCO has notified an alternative service provider as set forth in the code.

This code section further specifies procedure and timelines which LAFCO shall follow.

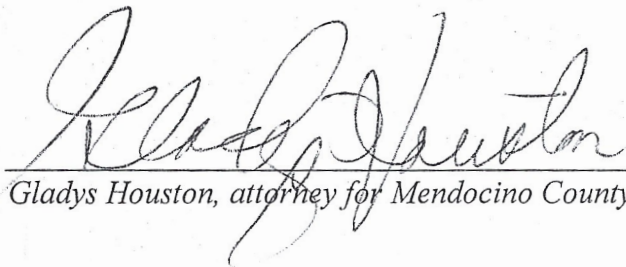
2. No. LAFCO should incur no legal liability for approving said contract. There is no law prohibiting such a contract or the provision agreeing not to oppose annexation. Further, the landowner may refuse to enter into such an agreement.

3. No CEQA review would be required under the proposed contract under the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. That element does not appear to exist under the circumstances of the proposed contract.

Summary

Further detailed code provisions and information were provided to you as an attachment to your September 10, 2007 agenda packet. Therefore, my answers are abbreviated, but hopefully directly answer your legal concerns. The district and the individual landowners may wish to consult their attorneys.

The draft proposal agreement is legal and subjects LAFCO to no particular liability. This includes the provision 2(j) regarding landowner's agreement not to oppose annexation. No CEQA review is required. The contract is between the landowner and the fire district. It needs LAFCO approval. Procedural detail is covered in Government Code section 56133(d).



Gladys Houston, attorney for Mendocino County LAFCO

DRAFT PROPOSED AGREEMENT

OUT-OF-AREA SERVICE AGREEMENT FOR PROVISION OF SERVICES ALLOWED UNDER FIRE PROTECTION DISTRICT LAW CONCERNING REAL PROPERTY IDENTIFIED AS APN _____ IN MENDOCINO COUNTY

This AGREEMENT is entered into the _____ day of _____, 200____ by and between (name of district) _____, a California Fire Protection District organized under the Fire Protection District Law of 1987, Sections 13800-13970 of the California Health and Safety Code, hereinafter referred to as "DISTRICT" and (names of all owners) _____

_____ hereinafter referred to as "OWNER" for PROPERTY known as (provide address of property) _____

_____ with reference to following facts: *(Note: Wording would be adjusted for community service districts or other types of districts that provide fire services.)*

RECITALS

- (1) The State of California has responsibility for fire suppression and prevention on timbered, brush and grass covered lands in state responsibility areas but does not assume responsibility for structures on such lands and does not provide year round staffing for such protection or emergency response.
- (2) The DISTRICT has the authority and responsibility for providing public safety services as allowed under fire protection district law within the DISTRICT and receives taxes from taxpayers within the DISTRICT for the provision of services within the DISTRICT.
- (3) Except for Paragraph 4 below, the DISTRICT has no authority, responsibility or funding to provide public safety services as allowed under fire protection district law outside the jurisdictional boundaries of the DISTRICT; legally, it cannot use DISTRICT taxes for providing services outside the DISTRICT.
- (4) The DISTRICT is allowed by fire protection district law to enter into contracts which could include joint powers agreements, mutual aid agreements and with LAFCO approval, out-of-area service agreements with landowners for providing services outside the DISTRICT's jurisdictional boundaries.
- (5) The PROPERTY, located within the unincorporated area of Mendocino County, is not within any fire protection district and is without year round fire protection services.
- (6) The PROPERTY is within the DISTRICT'S sphere of influence but outside its current jurisdictional boundaries
- (7) The PROPERTY is zoned _____ and is not being proposed for subdivision or other changes in the current zoning or use. Structures located on the PROPERTY are allowed under the current zoning and use. *(The first part of this requirement is in here because of CEQA issues and the ability to use exemptions for this agreement. See summary of CEQA law.)* *(Also "allowed structures" gives some idea of potential fire response issues and/or conditions (e.g. haz mat). It is not meant to require the fire department to verify whether the building is permitted or not by the County.)*
- (8) OWNER is desirous of receiving fire protection services as allowed under fire protection district law and in the same manner as provided to landowners within the DISTRICT and is willing to enter into a contract for those services.

(9) In the interest of public safety and as allowed by fire protection district law, the DISTRICT is willing through an out-of-area service agreement to provide public safety services to the PROPERTY in the same manner as that provided to lands within the jurisdictional boundaries of the DISTRICT in anticipation of future annexation of PROPERTY.

(10) Government Code Section 56133 provides that LAFCO may authorize the DISTRICT to provide services outside its jurisdictional boundaries but within its sphere of influence in anticipation of a later annexation.

NOW, THEREFORE, based on the above recitals and the mutual promises contained herein, the Parties agree as follows:

1. The parties acknowledge that the above recitals are part of the AGREEMENT and accurately set forth the matters therein.

2. DISTRICT will provide services in the same manner as provided within the jurisdictional boundaries of the DISTRICT to the PROPERTY under the following conditions:

(a) OWNER will comply with all present and future standards and requirements of the DISTRICT to include safety standards for fire breaks, defensible space, road standards for fire equipment access, minimum water supply reserves for emergency fire use, location access and signage and all other rules, regulations and requirements that apply to the DISTRICT via its policies and state law (reference Public Resources Code Sections 4290 & 4291 and others). *(It can be said that these requirements are inherent in the law and would apply to the location anyway without stating this. This is true but if the district does not have a contract the district cannot enforce these requirements outside its boundaries and if it does have a contract it is best that the owner is put on notice as to those requirements, if future actions are required. Additionally, this paragraph supports the ability of the district take any appropriate action as indicated in (b) below.)*

(b) OWNER understands that the DISTRICT may refuse to respond or take other limiting actions if the above noted standards and requirements are not met.

(c) DISTRICT shall cause the Fire Chief to inspect the Property for compliance to the above noted standards and requirements at the discretion of the DISTRICT.

(d) OWNER agrees that the Fire Chief or his or her authorized representative may enter PROPERTY for purpose of inspection at any time during normal business hours or with appointment, if after hours.

(e) OWNER understands and agrees that failure of OWNER to comply with the requirements in 2(a) or any other lawful order of the Fire Chief shall subject OWNER to the same remedies and sanctions, as would apply to an owner of property who receives fire protection services within the DISTRICT'S boundaries. *(This statement provides some guidelines as to the rights of the owner should there be a dispute with the district. It also modifies and supports (a) above.)*

(f) OWNER hereby agrees to pay in advance on an annual basis an amount at least equal to _____ for the first year and an each year thereafter, upon approval of this AGREEMENT by LAFCO. Note: Because of the changing costs of fuel, insurance, and other inflationary costs said amount is subject to change on an annual basis for following years and may increase at a rate equal to those changing costs as determined by the DISTRICT. The change in the amount of the contract does not require LAFCO review.

(g) OWNER understands and agrees that the DISTRICT may place a lien against PROPERTY for non-payment of annual fees.

(h) Notwithstanding the annual fee, OWNER agrees to pay the full cost of an emergency response if found to be in violation of State fire law or if the need for response is caused by the operation of a motor vehicle, boat or airplane while under the influence of drugs or alcohol. *(Owner has been put on notice in (a) above as to state requirements.)*

- (i) DISTRICT and OWNER agree that they are entering into this AGREEMENT and are seeking LAFCO approval in anticipation of future annexation of the PROPERTY to the DISTRICT.
- (j) OWNER agrees not to oppose future annexation when initiated by the DISTRICT or LAFCO.
- (k) OWNER agrees to pay a proportionate share of the cost of future annexation not to exceed \$1,500.00. Note: State Board of Equalization fees and LAFCO fees are based on acreage in the proposed annexation territory thus calculation of proportionate share of fees will include this understanding.
- (l) DISTRICT AND OWNER agree that the duration of this contract shall extend until annexation occurs and shall terminate upon annexation or upon mutual written agreement of the OWNER, DISTRICT and LAFCO to terminate this AGREEMENT.

In consideration of receiving DISTRICT services, the DISTRICT and OWNER THEREFORE AGREE AS FOLLOWS:

- (1) The terms and conditions shall be binding upon the parties, their heirs, assigns and successors in interest. OWNER will pay the cost of recordation of this AGREEMENT. *(This agreement is meant to begin the one way trip to annexation. Without this requirement there is no forcing agent for annexation which one of the underlying reasons for entering into this process.)*
- (2) If there is a future mutual agreement to terminate this AGREEMENT as indicated in 2(1) above, that agreement shall be recorded so as to release the property from this AGREEMENT.
- (3) This AGREEMENT is for the PROPERTY'S present use and zoning. Any parcel split, change in use or change in zoning of the PROPERTY shall necessitate an amendment in writing executed by both parties and shall be subject to LAFCO approval. *(This requirement is partly here to address the ability to use an exemption in CEQA and to address the Commission's concerns about later development on a parcel.)*
- (4) This document contains the entire AGREEMENT between the parties concerning its subject matter. Any and all existing statements or agreements, whether oral or written, or renewals thereof, between the parties hereto, covering the same subject matter are hereby canceled and superseded by this AGREEMENT, and such prior statement or agreement shall have no further force or effect.
- (5) Any notice or other communication permitted or required by this Agreement shall be deemed received when actually delivered by overnight courier, personal service or fax, or 48 hours after deposit in the U.S. Mail with proper first class postage affixed thereto, when mailed or delivered as follows:

LANDOWNER(S) NAME

St. Address

City—zip

FAX:

DISTRICT NAME

St. Address

City—zip

FAX:

- (6) Either party may change the address to which notice must be given under this AGREEMENT by providing notice of the change of address to the location as provided in paragraph 4 above.
- (8) This AGREEMENT shall be governed by the laws of the State of California. Any legal action arising out of this AGREEMENT must be filed in Mendocino County. The parties waive any objections they may have to jurisdiction or venue in Mendocino County.
- (9) This AGREEMENT is for the sole and exclusive benefit of the parties who do not intend to create any rights in third parties or to create third party beneficiaries.
- (10) No waiver by either party of any of the provisions of this AGREEMENT or failure of either party to object to a breach thereof shall constitute a waiver of any other provisions of this AGREEMENT or of the parties' right to enforce a subsequent breach of the same or a different provision of the AGREEMENT. No waiver shall be deemed a continuing one or bind either party in any way, unless confirmed in writing signed by that party.

(11) The signatories of this AGREEMENT have been duly and properly authorized by the party they represent to sign this AGREEMENT on its behalf and their signature on this AGREEMENT is binding upon the party they represent.

(12) This AGREEMENT may be executed in one or more duplicate originals bearing the original signature of all parties and when so executed any such duplicate original shall be admissible as proof of the existence and terms of the AGREEMENT between the parties.

(13) This AGREEMENT shall terminate when and if the required approval by LAFCO is determined by the DISTRICT as being unobtainable.

This AGREEMENT was executed and delivered as of (date) _____ in (location) _____, California and shall become effective upon LAFCO approval.

OWNERS:

By: (print name) _____ Signature _____

By: (print name) _____ Signature _____

By: (print name) _____ Signature _____

By: (print name) _____ Signature _____

DISTRICT

Name of District

By: _____
President of the Board of Directors

Attest: _____
Secretary to the Board

Approved by LAFCO on _____, 200__

By: _____
LAFCO Chair or Executive Officer

Attest:

LAFCO Executive Officer

CORTESE-KNOX-HERTZBERG ACT

56133.

Services by Contract Outside City and District Boundaries

- (a) A city or district may provide new or extended services by contract or agreement outside its jurisdictional boundary only if it first requests and receives written approval from the commission.
- (b) The commission may authorize a city or district to provide new or extended services outside its jurisdictional boundary but within its sphere of influence in anticipation of a later change of organization.

Threat to Health and Safety

- (c) If consistent with adopted policy, the commission may authorize a city or district to provide new or extended services outside its jurisdictional boundary and outside its sphere of influence to respond to an existing or impending threat to the health or safety of the public or the residents of the affected territory, if both of the following requirements are met:
 - (1) The entity applying for approval has provided the commission with documentation of a threat to the health and safety of the public or the affected residents.

Notice for Alternate Service Provider

- (2) The commission has notified any alternate service provider, including any water corporation as defined in Section 241 of the Public Utilities Code, that has filed a map and a statement of its service capabilities with the commission.

Proceedings for Review

- (d) The executive officer, within 30 days of receipt of a request for approval by a city or district to extend services outside its jurisdictional boundary, shall determine whether the request is complete and acceptable for filing or whether the request is incomplete. If a request is determined not to be complete, the executive officer shall immediately transmit that determination to the requester, specifying those parts of the request that are incomplete and the manner in which they can be made complete. When the request is deemed complete, the executive officer shall place the request on the agenda of the next commission meeting for which adequate notice can be given but not more than 90 days from the date that the request is deemed complete, unless the commission has delegated approval of requests made pursuant to this section to the executive officer. The commission or executive officer shall approve, disapprove, or approve with conditions the extended services. If the new or extended services are disapproved or approved with conditions, the applicant may request reconsideration, citing the reasons for reconsideration.

MENDOCINO LAFCO POLICIES

Section 2. Extension of Services by Contract

1. Commission Approval Required. Except for the specific situations exempted by G.C. §56133(e), a city or district shall not provide new or extended services to any party or property outside its jurisdictional boundaries unless it has obtained written approval from LAFCo, consistent with the CKH Act and the policies described herein.

2. Extension of Services within Sphere. Annexation to cities and special districts involving territory located within the affected agency's sphere of influence is generally preferred to extending services by contract or agreement. The Commission recognizes, however, there may be local circumstances that justify approval of extended services by contract or agreement within the affected agency's sphere of influence. Such local circumstances most frequently involve extension of service to meet an existing health and safety need, where annexation is not practical or deemed undesirable for other policy reasons. The Commission will give great weight to properly documented existing health and safety needs when considering justification of such extensions. The Commission discourages use of contract service extensions for the purpose of extending services to new development. The Commission will approve such extensions only under extraordinary circumstance and may apply strict limitations on such services.

3. Extension of Services Outside Sphere. The Commission shall authorize a city or special district's request to provide new or extended services outside their jurisdictional boundary and sphere of influence only in response to an existing or future threat to public health or safety in accordance with G.C. §56133(c).

4. Administrative Approval Under Urgent Circumstances. The Commission authorizes the Executive Officer, in accordance with G.C. §56133(d), to administratively approve a city or special district's request for extended services by contract or agreement if there is an existing and urgent public health or safety emergency as identified in writing from the local public health officer. The Commission shall ratify the Executive Officer's determination at the next regularly scheduled meeting.

5. Exemptions to LAFCo Approval Requirement. Commission approval may not be required for cities or special districts to provide new or extended services outside their jurisdictional boundaries in accordance with the provisions of G.C. §56133(e). The Executive Officer shall consult with cities and districts to determine whether extended services agreements are subject to Commission review.

6. Anticipation of Later Annexation. G.C. §56133(b) authorizes the Commission to approve contracts for extension of services "in anticipation of a later change of organization". The Commission defines the term "anticipation of a later change of organization" as follows:

- a) The inclusion of the area to be served within the sphere of influence of the serving agency shall be sufficient to comply with this provision.

7. Agreements Consenting to Annex. Whenever the Commission determines to condition the approval upon a later annexation of the affected property, the condition shall normally include a requirement that the owner record an agreement consenting to annex the territory, which agreement shall bind future owners of the property. The agreement shall be prepared by LAFCo legal counsel and provided to the landowners for execution and recording. Proof of recordation will be required before the LAFCo contract approval becomes final and effective.