



# VENTURA LOCAL AGENCY FORMATION COMMISSION

801 S. VICTORIA AVENUE, SUITE 301 • VENTURA, CA 93003

TEL (805) 654-2576 • FAX (805) 477-7101

WWW.VENTURA.LAFCO.CA.GOV

## OUT OF AGENCY SERVICE AGREEMENT

Please complete the application *in its entirety*. All questions within the sections pertinent to the proposal must be answered.

### APPLICANT *(must be the public agency that is to provide service)*

Agency Name \_\_\_\_\_

Contact Person/Title \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone Number \_\_\_\_\_

E-mail Address \_\_\_\_\_

### For LAFCo Use Only

File# \_\_\_\_\_

## SECTION 1: PARCEL AND PROPERTY OWNER INFORMATION

### 1. Parcel and property owner information.

*Provide the following information for each parcel to receive service. Attach additional sheets if necessary.*

Assessor's Parcel Number(s) \_\_\_\_\_

Site address, if applicable \_\_\_\_\_

Name of Property Owner(s) \_\_\_\_\_

Contact Person \_\_\_\_\_

Contact Person Mailing Address \_\_\_\_\_

Contact Person Phone Number \_\_\_\_\_

Contact Person E-mail Address \_\_\_\_\_

## SECTION 2: PROPOSAL INFORMATION

### 2. Is the proposed service new or extended?

☐ New

☐ Extended (an increase in the size or level of service)

### 3. What type of service is proposed to be provided? (check all that apply)

☐ Water

☐ Sewer

☐ Other (explain): \_\_\_\_\_

**4. Agency's ability to provide the proposed service(s).**

A. Does the agency proposing to provide service(s) have the necessary contractual and design capacity to provide the service(s)?

☐ Yes

☐ No

B. Describe how the new service(s) is(are) proposed to be provided:

\_\_\_\_\_

C. What is the distance of the existing infrastructure to the site?

\_\_\_\_\_

D. How will the improvements be financed?

\_\_\_\_\_

**5. Services currently provided to the site.**

A. Does the site to be served currently receive water?

☐ Yes (by a private on-site water well).

☐ Yes (by a public or private provider). Provider: \_\_\_\_\_

☐ No

B. Is sewage disposal currently provided to the site?

☐ Yes (by means of a private disposal system (septic system))

☐ Yes (by a public or private provider). Provider: \_\_\_\_\_

☐ No

**6. If a water well or septic system exists on site, would it be abandoned upon approval of the requested OASA?**

Water well: ☐ Yes ☐ No ☐ N/A (no well exists)

Septic system: ☐ Yes ☐ No ☐ N/A (no septic system exists)

### SECTION 3: LAND USE

#### 7. Land Use.

A. Describe the current land use of the property:

\_\_\_\_\_

B. Are there any proposed or approved (but not yet built) development projects on the property to be served?

☐ No

☐ Yes. Describe the proposed projects or the approved permits/land use entitlements, and specify permit/entitlement numbers and approval dates: \_\_\_\_\_

\_\_\_\_\_

Permit/Entitlement and Permit Number: \_\_\_\_\_ Approval date: \_\_\_\_\_

Permit/Entitlement and Permit Number: \_\_\_\_\_ Approval date: \_\_\_\_\_

8. Do any public easements/oil well operations/cellular site leases, etc. currently exist on the site to be served?

☐ Yes. Describe: \_\_\_\_\_

☐ No

### SECTION 4: CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) ANALYSIS

9. LAFCo's action regarding this application is subject to the requirements of CEQA. Has the agency proposing to provide service, or any other agency, conducted CEQA review for any projects to be served as a result of this application?

☐ No

☐ Yes.

A. Identify the CEQA lead agency for the project: \_\_\_\_\_

B. What type of CEQA document was prepared for the project?

☐ Notice of Exemption (CEQA Guidelines § \_\_\_\_\_ Class Title : \_\_\_\_\_)

☐ Negative Declaration

☐ Mitigated Negative Declaration

☐ Environmental Impact Report

If an EIR was prepared, were Statements of Overriding Considerations adopted?

☐ Yes – For which specific impacts? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

☐ No

C. Please provide two copies of the environmental documentation, including the Notice of Exemption or Notice of Determination, and proof of payment of applicable California Department of Fish and Wildlife fees.

**SECTION 5: GOVERNMENT CODE § 56133 STANDARDS**

**10. Is any portion of the area to be served contiguous (as defined in Government Code § 56031) to the boundary of the agency that is proposing to provide service(s)?**

☐ Yes

☐ No

**11. Is the area to be served within the current sphere of influence of the agency that is proposing to provide service(s)?**

☐ Yes (respond to Question No. 12 and skip Question No. 13)

☐ No (skip Question No. 12 and respond to Question No. 13)

**12. If the response to Question No. 11 is YES, does the agency proposing to provide service(s) have a projected timeframe within which it anticipates filing an application for annexation of territory that would include the area to be served?**

☐ Yes. Specify anticipated application filing date: \_\_\_\_\_

☐ No

**13. If the response to Question No. 11 is NO, is the reason for the service to respond to an existing or impending threat to public health or safety?**

☐ Yes. Provide documentation confirming a public health and/or safety threat.

☐ No. Identify all other alternative service providers that have jurisdiction over the area proposed to be served, including water corporations as defined in Public Utilities Code § 241 and sewer system corporations defined in Public Utilities Code § 230.6.

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**14. Are there any other service contracts/agreements currently in effect to serve the site?**

☐ Yes. Describe the service: \_\_\_\_\_

☐ No

**15. Are there any other service contracts/agreements currently in effect to serve any parcels immediately adjoining the site proposed for service?**

☐ Yes. Specify the Assessor's Parcel Number(s): \_\_\_\_\_

☐ No

**16. Have all property owners signed an agreement, agreeing to allow annexation of the site to the appropriate agency at such time as requested by the agency?**

☐ Yes

☐ No

## CERTIFICATION

I certify under penalty of perjury, under the laws of the State of California, that the information contained in this application is true and correct. I acknowledge and agree that the Ventura Local Agency Formation Commission is relying on the accuracy of the information provided and my representations in order to process this application proposal.

I further certify that I am authorized by \_\_\_\_\_ to sign this application on the agency's behalf. *Agency Name*

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



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### INDEMNITY AGREEMENT

As part of this application, the applicant agrees to defend, indemnify, hold harmless and release the Ventura Local Agency Formation Commission (LAFCo), its officers, employees, attorneys, or agents from any claim, action or proceeding brought against any of them, the purpose of which is to attack, set aside, void, or annul, in whole or in part, LAFCo's action on the proposal or on the environmental documents submitted to support it. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorney fees, and expert witness fees that may be asserted by any person or entity, including the applicant, arising out of or in connection with the application.

LAFCo Case Name and No. \_\_\_\_\_ (LAFCO USE ONLY)

Date: \_\_\_\_\_

Applicant or Applicant's Representative:  
(Proof of authority to sign must be provided)

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Agency: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_



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### AGREEMENT FOR PAYMENT OF LAFco FEES

Applicant: \_\_\_\_\_

LAFco Case Name and No. \_\_\_\_\_ (LAFco USE ONLY)

**For an Administrative Action (pursuant to the current Ventura LAFco Fee Schedule), the Applicant understands and agrees as follows:**

1. LAFco has established a fee schedule pursuant to Government Code § 56383 to recover a portion of the estimated reasonable costs of LAFco proceedings. Applicant has submitted a request for action to LAFco that requires a flat fee in accordance with the fee schedule. Applicant hereby pays the flat fee of \$450 to reimburse LAFco for costs associated with the request.

**For a Commission Action (pursuant to the current Ventura LAFco Fee Schedule), the Applicant understands and agrees as follows:**

1. LAFco has established a fee schedule pursuant to Government Code § 56383 to recover a portion of the estimated reasonable costs of LAFco proceedings. Applicant has submitted a request for action to LAFco that requires a flat fee and an initial deposit of funds, in accordance with the fee schedule. Applicant hereby pays the flat fee of \$1,850 and the initial deposit fee of \$1,800 to reimburse LAFco for costs associated with the request.
2. LAFco's costs of processing the request, consisting of LAFco staff time at hourly rates based on the most recent LAFco fee schedule, and all direct LAFco costs associated with Applicant's request, will be charged to Applicant and deducted from the initial deposit fee. LAFco's costs include but are not limited to: (a) Staff time spent reviewing application materials, responding by phone or correspondence to all inquiries relating to the request, preparing reports, attendance and participation at meetings, and making filings necessary to complete proceedings, and; (b) Direct costs for public notices, legal counsel, County, state and federal agency review and information, and consultants hired by LAFco to assist in the review and processing of the request.

3. If the LAFCo Executive Officer determines the initial deposit fee is insufficient to reimburse all of LAFCo's costs incurred and to be incurred to complete the requested action, LAFCo will bill Applicant for, and Applicant must pay, an additional deposit equal to the additional fee estimated by the Executive Officer as necessary to fully reimburse LAFCo.
4. After all requested actions are complete the LAFCo Executive Officer will compute the actual final costs and will refund any unused portion of the deposit, or will bill Applicant for any unreimbursed costs. Any refunds will be solely for the unused portion of the deposit and will not include any interest.
5. If Applicant fails to pay in full any sums billed by LAFCo within 15 days of the billing, the LAFCo Executive Officer may stop processing Applicant's request and/or set the request for hearing by LAFCo with a recommendation for denial due to failure to pay fees. The Executive Officer shall not be required to record a certificate of completion or otherwise complete any requested action until and unless all fees are paid in full.
6. Applicant may make a written request to LAFCo for an accounting of billed sums, and LAFCo will respond within a reasonable period. Applicant's obligations to pay the required fees shall not be delayed or deferred by such a request.
7. The undersigned is (check one):
  - ☐ The individual applicant or petitioner who agrees to be bound by the terms of this agreement and to pay the sums due LAFCo.
  - ☐ The authorized representative of the Applicant who is empowered to execute this agreement and who agrees the Applicant shall be bound by its terms and shall pay the sums due LAFCo.
  - ☐ The property owner or real party in interest for an application or petition filed or to be filed with LAFCo by a City or Special District. I agree to be bound by the terms of this agreement as they are applicable to Applicant and to pay to LAFCo all sums due from Applicant. I agree that notice to Applicant of any obligation arising hereunder shall be construed to be notice to me.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_