



# Plumas LAFCo

*The Local Agency Formation  
Commission Serving Plumas County*

## OUT OF AGENCY SERVICE EXTENSION AUTHORIZATION APPLICATION

(to be filled out by the agency providing the service(s))

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### **AGENCY TO EXTEND SERVICE:**

AGENCY NAME: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

### **CONTRACTING PARTY:**

**NAME OF PROPERTY OWNER:** \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

PROPERTY ADDRESS: \_\_\_\_\_

CONTRACT NUMBER/IDENTIFICATION: \_\_\_\_\_

ASSESSOR PARCEL NUMBER(S): \_\_\_\_\_

ACREAGE: \_\_\_\_\_

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The following questions are designed to obtain enough data about the proposed contract to allow the Commission and staff to adequately assess the service extension. By taking the time to fully respond to the questions below, you can reduce the processing time for this application. You may include any additional information that you believe is pertinent. Use additional sheet where necessary.

1. (a) List type of service(s) to be provided by this contact:

\_\_\_\_\_  
\_\_\_\_\_

- (b) Are any of the services identified above "new" services to be offered by the agency? If yes, please provide explanation.

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2. Please provide a description of the service agreement/contract. (Included in this description should be an explanation as to why a jurisdictional change is not possible at this time and if this extension is an emergency health and safety situation.)

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3. Is annexation of the territory by your agency anticipated at some future time? Please provide an explanation.

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4. Is the property to be served within the Agency's sphere of influence?

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5. If the service extension is for development purposes, please provide a complete description of the project to be served.

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6. Has an environmental determination been made for this contact? If yes, provide a copy. If no, please provide an explanation.

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7. Are there any land use entitlements involved in the project or contract? If yes, please provide a copy of the documentation for this entitlement. Please check those documents attached:

- Tentative Map and Conditions
- Subdivision Map or Parcel Map
- Specific Plan
- General Plan Amendment
- Rezoning

\_\_\_\_\_ Other - (provide explanation) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. Please provide a map clearly showing existing facilities and proposed extensions and a detailed description of how services are to be extended to the property. Your response should include, but not be limited to, an explanation of distance for connection to existing infrastructure to the site; and cost of improvements, how financing is to occur, and any special financing arrangement for later repayment.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Processing Charges and Deposits**

LAFCo charges are based upon actual staff time and other expenses attributable to processing applications, reviewing project proposals and researching matters as requested. Such charges may be incurred prior to or without the filing of an application with LAFCo. Individuals and agencies who request services, research, or review must provide a deposit toward project expenses, as listed on the attached current fee schedule, along with a signed copy of this agreement. All deposits are subject to increase, should the Executive Officer determine that the magnitude of the project justifies the increase.

The amount of staff time necessary to process any individual application cannot be easily predicted in advance. Therefore, applicants should be aware that LAFCo charges may exceed the applicable deposit. (Unexpended deposits will be refunded.)

**Staff Assignments**

The Executive Officer shall assign LAFCo staff members to projects as appropriate. Should the scope of a project require that outside consulting or other needed services be obtained, applicants will be responsible for the entire cost of recruitment, source selection, and payment for such outside services. Applicants are responsible for paying actual costs for any services obtained through contract, even if such costs exceed the charge-out rate of a regular staff member providing similar services.

**Billing Procedure**

LAFCo invoices will detail tasks, hours, staff charge-out rates, staff members responsible for work, and/or costs of contracted services. Invoices will also reflect the remaining balance of the initial deposit. Should the deposit be depleted, all staff work will cease until the deposit on file has been replenished. Projects with delinquent balances will not be finalized, and the Commission will consider applicants to have waived any and all statutory deadlines.

This form must be signed by the person responsible for payment and must be filed with LAFCo along with the applicable deposit when an application is filed or a request for staff services is submitted.

Questions regarding specific billing procedures should be directed to the LAFCo Executive Officer at (530) 283-7069.

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**Agreement**

I certify that I have reviewed the above information, the attached LAFCo fee schedule. I agree, as project applicant or authorized representative, to pay Plumas LAFCo for all staff services, materials, and other charges attributable to my application or request for services. I understand that services may be required before LAFCo receives a formal application, and I agree to pay for such services whenever incurred and regardless of whether a formal application is submitted to LAFCo. I also understand and agree that LAFCo's charges are payable regardless of whether the application is withdrawn, denied, or otherwise terminated prior to completion.

I understand that if the cost of services exceeds the deposit on file, staff work on my project will cease, and my project will not be scheduled for hearing until additional funds are provided. I agree to pay all charges within 30 days of receipt of invoice or in any case prior to consideration of the Out of Area Service Authorization.

Indemnity

Applicant agrees to indemnify, defend, hold harmless, and reimburse Plumas LAFCo, its Commission and its Staff, for all reasonable expenses and attorney fees in connection with the defense of LAFCo and for any damages, penalties, fines or other costs imposed upon or incurred by LAFCo should LAFCo or its representatives be named as a party in any litigation or administrative proceeding in connection with his/her/its application. Applicant agrees that LAFCo shall have the right to appoint its own counsel to defend it and conduct its own defense in the manner it deems in its best interest, and that LAFCo's taking such actions shall not limit Applicant's obligations to indemnify defend and reimburse defense costs or relieve Applicant of such obligations. Applicant may request modification of the terms of this agreement in writing, with supporting reasons. Such modification can be approved only by the full Commission.

I hereby certify that the statement furnished above and in the attached exhibits present the data and information required for this evaluation of service extension to the best of my ability, that the facts, statement, and information presented herein are true and correct to the best of my knowledge and belief, and agree to the Agreement as stated above.

SIGNED BY Applicant, Property Owner or Authorized Representative (designated by resolution of the requesting agency):

\_\_\_\_\_ DATED: \_\_\_\_\_  
(signature) (printed name)

**REQUIRED SUBMITTALS:**

1. Copy of the proposed or adopted agreement (if available).
2. Map clearly showing the property to be served, existing agency boundary, and the location of infrastructure to be extended.
3. Resolution of Agency providing the services including a Plan for providing services, and designating an authorized representative and person responsible for payments to sign this application.
4. LAFCO Fee Deposit

If you have any questions, please call (530) 283-7069 or email [johnbenoit@surewest.net](mailto:johnbenoit@surewest.net) . **Please forward the completed form and related information to:**

Plumas Local Agency Formation Commission  
Attn: Executive Officer  
P.O. Box 2694  
Granite Bay, CA 95746