

Memorandum of Understanding between the  
Sacramento Local Agency Formation Commission and the City of Isleton  
Relating to the Preparation of an Environmental Impact Report  
for the Taggart Project and Establishment of LAFCo role as CEQA Lead Agency  
for the purpose thereto

Recitals

1. The City of Isleton (City) has initiated proceedings for an annexation and a Sphere of Influence Amendment in anticipation of an application for development of a portion of Assessors Parcel Number 157-0100-065-0000, approximately 44 acres abutting the corporate limit at the southeast quadrant of the intersection of Jackson Boulevard Extension and SP RR. Under separate action, the City of Isleton will consider the City required entitlements including a General Plan Amendment, prezone, and Tentative Map for the proposed low and medium density residential development. The site is located in the unincorporated portion of Sacramento County and outside of the current City of Isleton Sphere of Influence. In addition, the proposed development requires the City to apply to the Sacramento Local Agency Formation Commission (LAFCo) for a Sphere of Influence Boundary Amendment (including a related Municipal Services Review.) Taken together these comprise a “project” within the meaning of and subject to the California Environmental Quality Act (Pub. Res. Code §21000 *et seq.*) (CEQA) for which an environmental impact report will be prepared and which are referred to collectively in this Memorandum of Understanding as the Taggart Project.

2. LAFCo is the appropriate Lead Agency for the proposed Sphere of Influence Boundary Amendment (Gov. Code § 56425 subd. (a); Pub. Res. Code § 21067; LAFCo Policies, IV.F.1, p. IV-7), and will require that the EIR adequately address the environmental issues associated with this Sphere of Influence boundary amendment..

3. It is well established in the law that a Lead Agency may comply with CEQA by adopting EIR materials provided by an applicant or an applicant’s consultant as long as the Lead Agency independently reviews, evaluates, and exercises its independent judgment over the documents and the issues they raise and address. (14 CCR §15084 subd. (d) and (e); *Friends of La Vina v. County of Los Angeles* (1991) 232 Cal App 3<sup>rd</sup> 1446 (disapproved on other grounds in *Western States Petroleum v Superior Court* (1991) 9 Cal.4<sup>th</sup> 559, 570 fn. 2, 576 fn. 6); *San Franciscans Upholding the Downtown Plan v. City and County of San Francisco* (2002) 102 Cal App4<sup>th</sup> 656).

5. City and LAFCo enter into this Memorandum of Understanding to establish their respective roles and responsibilities relating to the oversight and management of the preparation of the project EIR. The purpose of this Memorandum of Understanding is to ensure that the resulting Taggart EIR adequately addresses the environmental issues of the Project as a whole and provides both LAFCo and the City with the information each needs to review, consider, and take action on the Taggart Project in full compliance with the law.

#### Determinations

The Sacramento Local Agency Formation Commission and the City of Isleton agree to the following:

6. City may select and contract directly with a consultant to prepare the EIR on the Project, which EIR shall include the environmental review of the Sphere of Influence Boundary Amendment.

7. City and LAFCo shall cooperate and work collaboratively to insure that the EIR fully satisfies LAFCo's requirements for conducting a legally adequate environmental review of the Sphere of Influence Boundary Amendment in accordance with CEQA, the CEQA Guidelines, the Cortese-Knox-Hertzberg Local Governmental Reorganization Act of 2000 (Gov. Code §56000 *et seq.*), and LAFCo's locally adopted Policies, Standards and Procedures. The parties agree to the following protocols for preparation of the EIR:

A. City, through its staff, shall be the primary contact point for the proponents EIR consultant for purposes of generally directing the work of preparing the EIR; transmitting, receiving and disseminating reports, studies, drafts, and other documents related to the EIR; transmitting, receiving and responding to questions, comments, requests for clarification or additional information; scheduling meetings; and the like.

B. LAFCo, through its Commission staff, and independent consultants, shall have final oversight, review, and approval authority over the content of the administrative draft EIR (ADEIR), the draft EIR (DEIR), and the final EIR (FEIR) as they each relate to the Sphere of Influence Boundary Amendment. City, through its staff, shall coordinate and work cooperatively and collaboratively with LAFCo to ensure that LAFCo has sufficient and meaningful opportunity to review, evaluate, and exercise its independent judgment over the content of the EIR as it relates to the Sphere of Influence Boundary Amendment. To this end, LAFCo shall have the right to approve all studies, reports, drafts, and other documents prepared for or in connection with the EIR before public release, to edit or request changes to the ADEIR, DEIR, and FEIR, and request additional work as LAFCo, in the exercise of reasonable judgment and discretion, determines to be necessary to ensure the adequacy and objectivity of the EIR as needed for LAFCo's action as lead agency for the Sphere of Influence Boundary

Amendment. At a minimum, City shall notify reasonably in advance (minimum 72 hours) and give LAFCo the opportunity to attend all meetings with the EIR consultant and shall copy LAFCo of all correspondence between the City and its consultant(s), except those related solely to contract and billing issues.

C. City and LAFCo shall each identify and notify the other of their respective staff contacts responsible for implementing this MOU.

D. City and LAFCo staffs shall hold regular status meetings to discuss the progress of the work in conformance with the agreed schedule.

E. LAFCo shall schedule and hold at least one public hearing during the DEIR comment period to receive comments on and proposed revisions to the DEIR.

8. City and LAFCO understand that the City shall be fully and solely responsible for the costs of its EIR consultant and for the costs incurred by LAFCO for retaining its independent environmental consultant as well as its normal processing fees, including, but not limited to, consultant fees, staff time, and legal review."

9. City and LAFCo agree to use all reasonable effort and due diligence to process the Project through to the final hearings in a timely fashion to meet the requirement of having LAFCo set for public hearing and approval the SOIA prior to City Council consideration of related entitlements. City and LAFCo agree to work cooperatively with each other, and the project applicant and/or EIR consultants as necessary to develop a project schedule listing key steps and dates to aid in achieving City's objectives, which schedule shall be attached to and become a part of this Memorandum of Understanding.

11. City and LAFCo agree to the following sequence of actions to be taken to complete processing of Taggart Project

A. Completion of FEIR and submittal to LAFCo;

B. LAFCo public hearing and exercise of discretionary action on certification of the FEIR and Sphere of Influence Boundary Amendment.

Nothing contained in this Memorandum of Understanding is intended, nor shall it be construed, to commit, control, or influence in any manner whatsoever the authority, judgment, or discretion of the LAFCo Commission or the City Council of Isleton, in their future hearings on all or any aspect of the Taggart Project and the ultimate decision of each to approve, approve with conditions, or disapprove the Taggart Project, in whole or in part, or to require or impose mitigation measures as a result of the environmental review of the Taggart Project.

This Memorandum of Understanding is entered into as of November 30, 2005.

Sacramento Local Agency  
Formation Commission

By \_\_\_\_\_  
Peter Brundage, Executive Officer

City of Isleton

By \_\_\_\_\_  
--- ---, City Manager