



# Marin Local Agency Formation Commission

Regional Service Planning | Subdivision of the State of California

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## NOTICE OF REGULAR MEETING AND AGENDA

### Marin Local Agency Formation Commission

Thursday, April 11, 2019

#### PLEASE NOTE THE EARLIER START TIME

Marin Clean Energy | Charles McGlashan Room | 1125 Tamalpais Avenue, San Rafael, California

#### **6:30 PM – CALL TO ORDER BY CHAIR**

#### **ROLL CALL BY COMMISSION CLERK**

#### **ADJOURN TO CLOSED SESSION**

The Commission will adjourn to closed session regarding the following items:

- a. Public Employee Performance Evaluation  
Pursuant to Government Code Section 54957  
Title: Executive Officer
- b. Conference with Labor Negotiators  
Pursuant to Government Code Section 54957.6  
Agency Designated Representative: Chair McEntee and Commissioner Connolly  
Unrepresented Employee: Executive Officer

#### **RETURN TO OPEN SESSION (Estimated Time at 7:00 PM)**

The Chair or designee will report out of closed session.

#### **AGENDA REVIEW**

The Chair or designee will consider any requests to remove or rearrange items by members.

#### **PUBLIC OPEN TIME**

This portion of the meeting is reserved for persons desiring to address the Commission on any matter not on the current agenda. All statements that require a response will be referred to staff for reply in writing or will be placed on the Commission's agenda for consideration at a later meeting. Speakers are limited to three minutes.

#### **CONSENT CALENDAR ITEMS (discussion and possible action)**

All items calendared as consent are considered ministerial or non-substantive and subject to a single motion approval. The Chair or designee will also consider requests from the Commission to pull an item for discussion.

1. Approval of Minutes for February 14, 2019 Regular Meeting
2. Commission Ratification of Payments from February 1, 2019 to March 31, 2019

**BUSINESS ITEMS (discussion and possible action)**

Business Items involve administrative, budgetary, legislative or personnel matters and may or may not be subjected to public hearings.

3. Interviews for Public Member and Possible Appointment
4. Approval of Marin MacTech Contract
5. Adoption of Proposed Operating Draft Budget for FY 2019-2020
  - a. The Commission will consider adopting a proposed budget for Fiscal Year 2019-2020 in anticipation of adoption of the final budget in June.
6. Legislative Committee Report
  - a. The Commission will receive a report regarding bill proposals that directly or indirectly affect LAFCOs for discussion and consideration on position recommendations.
7. Public/Technical Information Committee Report
  - a. Approval of a contract with new vendor for website services.
8. Approval of Newly Revised Policy Handbook and the Separation of Personnel Section
9. Approval of Updated Retention Policy

**EXECUTIVE OFFICER REPORT (discussion and possible action)**

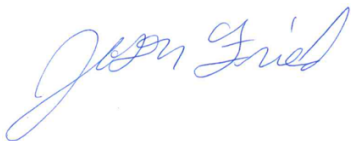
- a) Budget Update FY 2018-2019
- b) Current and Pending Proposals
- c) Update on MSR(s) [Verbal Report Only]
- d) Special Districts Election to LAFCo Seats Update [Verbal Report Only]

**COMMISSIONER ANNOUNCEMENTS AND REQUESTS**

**ADJOURNMENT TO NEXT MEETING**

Thursday, June 13, 2019 | 7:00 pm

Marin Clean Energy | Charles McGlashan Room | 1125 Tamalpais Avenue, San Rafael, CA



Attest: Jason Fried  
Executive Officer

Any writings or documents pertaining to an open session item provided to a majority of the Commission less than 72 hours prior to a regular meeting shall be made available for public inspection at Marin LAFCo Administrative Office, 1401 Los Gamos Drive, Suite 220, San Rafael, CA 94903, during normal business hours.

Pursuant to GC Section 84308, if you wish to participate in the above proceedings, you or your agent are prohibited from making a campaign contribution of \$250 or more to any Commissioner. This prohibition begins on the date you begin to actively support or oppose an application before LAFCo and continues until 3 months after a final decision is rendered by LAFCo. If you or your agent have made a contribution of \$250 or more to any Commissioner during the 12 months preceding the decision, in the proceeding that Commissioner must disqualify himself or herself from the decision. However, disqualification is not required if the Commissioner returns that campaign contribution within 30 days of learning both about the contribution and the fact that you are a participant in the proceedings. Separately, any person with a disability under the Americans with Disabilities Act (ADA) may receive a copy of the agenda or a copy of all the documents constituting the agenda packet for a meeting upon request. Any person with a disability covered under the ADA may also request a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in a public meeting. Please contact the LAFCo office at least three (3) working days prior to the meeting for any requested arraignments or accommodations.

**Marin LAFCo**

Administrative Office  
1401 Los Gamos Drive, Suite 220  
San Rafael California 94903

T: 415-448-5877  
E: [staff@marinlafco.org](mailto:staff@marinlafco.org)  
W: [marinlafco.org](http://marinlafco.org)

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# Marin Local Agency Formation Commission

## Regional Service Planning | Subdivision of the State of California

### AGENDA REPORT

April 11, 2019

Item No. 1 (Consent)

**TO:** Local Agency Formation Commission

**FROM:** Candice Bozzard, Clerk to the Commission

**SUBJECT:** **Approval of Minutes for February 14, 2019 Regular Meeting**

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### Background

The Ralph M. Brown Act was enacted by the State Legislature in 1953 and establishes standards and processes therein for the public to attend and participate in meetings of local government bodies as well as those local legislative bodies created by State law; the latter category applying to LAFCOs. The “Brown Act” requires – and among other items – public agencies to maintain minutes for all meetings.

### Discussion

The action minutes for the February 14<sup>th</sup> regular meeting accurately reflect the Commission’s actions as recorded by staff. A video recording of the meetings are also available online for viewing at <http://marinlafco.org/AgendaCenter>

### Staff Recommendation for Action

- 1) Staff recommendation – Approve the draft minutes prepared for the February 14, 2019 meeting with any desired corrections or clarifications.
- 2) Alternative option – Continue consideration of the item to the next regular meeting and provide direction to staff, as needed.

### Procedures for Consideration

This item has been placed on the agenda as part of the consent calendar. Accordingly, a successful motion to approve the consent calendar will include taking affirmative action on the staff recommendation as provided unless otherwise specified by the Commission.

### Attachment:

- 1) Draft Minutes for February 14, 2019

**Administrative Office**  
Jason Fried, Executive Officer  
1401 Los Gamos Drive, Suite 220  
San Rafael, California 94903  
T: 415-448-5877 E: [staff@marinlafco.org](mailto:staff@marinlafco.org)  
[www.marinlafco.org](http://www.marinlafco.org)

**Damon Connolly, Regular**  
County of Marin

**Dennis J. Rodoni, Regular**  
County of Marin

**Judy Arnold, Alternate**  
County of Marin

**Sashi McEntee, Chair**  
City of Mill Valley

**Sloan Bailey, Regular**  
Town of Corte Madera

**Matthew Brown, Alternate**  
Town of San Anselmo

**Craig K. Murray, Vice Chair**  
Las Gallinas Valley Sanitary

**Jack Baker, Regular**  
North Marin Water District

**Lew Kiou, Alternate**  
Almonte Sanitary District

**Vacant, Regular**  
Public Member

**Chris Skelton, Alternate**  
Public Member





# Marin Local Agency Formation Commission

Regional Service Planning | Subdivision of the State of California

## DRAFT

### NOTICE OF REGULAR MEETING MINUTES

#### Marin Local Agency Formation Commission

Thursday, February 14, 2019

Marin Clean Energy | Charles McGlashan Room | 1125 Tamalpais Avenue, San Rafael, California

#### CALL TO ORDER

Chair McEntee called the meeting order at 7:11 pm.

#### ROLL CALL BY COMMISSION CLERK

Roll call was taken and the quorum was met. The following were in attendance.

Regular Members Present: Sashi McEntee, Chair  
Craig K. Murray, Vice Chair  
Jack Baker  
Matt Brown (seated for Bailey)  
Damon Connolly  
Dennis Rodoni  
Chris Skelton (seated due to vacant seat)

Alternate(s) Present: Lew Kious

Regular Members Absent: Sloan Bailey

Staff Present: Jason Fried, Executive Officer  
Candice Bozzard, Commission Clerk

Counsel Present: Mala Subramanian

#### AGENDA REVIEW

Chair McEntee asked for any changes to the agenda.

Approved: M/S by Commissioners Murray and Baker to accept the agenda as is.

Ayes: Commissioners McEntee, Murray, Baker, Brown, Connolly, Rodoni, Skelton

Nays: None

Abstain: None

Motion approved unanimously.

#### PUBLIC OPEN TIME

Chair McEntee opened the public comment and, hearing none, closed the public comment.

## CONSENT CALENDAR ITEMS

1. Approval of Minutes for October 11, 2018 and December 13, 2018 Regular Meeting Minutes
2. Commission Ratification of Payments from December 1, 2018 through January 31, 2019.

Commissioner Murray requested the minutes be pulled from the consent calendar for corrections.

Approved; M/S by Commissioners Brown and Skelton to accept Item #2 on the consent calendar.

Ayes: Commissioners McEntee, Murray, Baker, Brown, Connolly, Rodoni, Skelton

Nays: None

Abstain: None

Motion approved unanimously.

Commissioner Murray noted there were a few clerical errors on the October minutes. Commissioner Skelton also pointed out that on the October 11, 2018 minutes he had recused himself on agenda item #5, however, he was marked as a voting member.

Approved; M/S by Commissioners Skelton and Baker to accept consent calendar Item #1 – the meeting minutes of October 11 and December 13, 2018 - including the modifications previously noted.

Ayes: Commissioners McEntee, Murray, Baker, Brown, Connolly, Rodoni, Skelton

Nays: None

Abstain: None

Motion approved unanimously.

## BUSINESS ITEMS

3. Public Hearing on Application Approval 1339 – Annexation of Hamilton Hospital to Novato Sanitary District

Executive Officer Fried presented an overview of LAFCo file #1339 for consideration of approval.

Commissioner Skelton inquired whether the Novato Sanitary District had been contacted with regards to capacity in annexing the property. The applicant's representative, James Svanda of Robertson Engineering, responded that the District offered no issue with capacity.

Chair McEntee opened public comment and, hearing none, closed the public comment.

Approved; M/S by Commissioners Brown and Murray to follow staff's recommendation to approve Resolution 18-06, annexing 516 E. Hospital Drive to the Novato Sanitary District (LAFCo File #1339).

Ayes: Commissioners McEntee, Murray, Baker, Brown, Connolly, Rodoni, Skelton

Nays: None

Abstain: None

Motion passed unanimously.

4. Public Hearing on Application #1340 - 28 Teaberry Lane Annexation into Sanitary District #5

Executive Officer Fried informed the Commission that Marin LAFCo received an application for annexation of 28 Teaberry Lane to the Sanitary District #5 and supported approval.

Chair McEntee opened public comment.

Commissioners inquired about different aspects of the annexation such as location of parcel, CEQA determinations, capacity of the District, and the Dual Annexation policy.

Hearing no additional comments, the chair closed the public hearing.

Approved; M/S by Commissioners Skelton and Rodoni to follow staff's recommendation to approve Resolution 18-07, including the added condition of agreement to not protest future annexation to the Town of Tiburon.

Ayes: Commissioners McEntee, Murray, Baker, Brown, Connolly, Rodoni, Skelton

Nays: None:

Abstain: None

Motion passed unanimously.

5. Interview for Public Member and Possible Appointment

Commissioner Skelton recused himself to participate in the process.

The Commission interviewed three (3) candidates – Lawrence Loder, Chris Skelton, and Cliff Waldeck - for the regular public member position with a four-year term ending in May 2023.

Chair McEntee opened public comment, and hearing none, closed the public comment period.

Failed; M/S by Commissioners Connolly and McEntee to appoint Cliff Waldeck as the regular public member for the continuation of the current term and the ensuing term ending May 2023.

Ayes: Commissioners McEntee, Connolly, Rodoni

Nays: Commissioners Murray, Baker, Brown

Abstain: None

Failed; M/S by Commissioners Brown and Murray to appoint Chris Skelton as the regular public member for the continuation of the current term and the ensuing term ending May 2023.

Ayes: Commissioners Murray, Brown, Baker

Nays: Commissioners McEntee, Connolly, Rodoni

Abstain: None

Failed; M/S by Commissioners Rodoni and Murray to appoint Larry Loder as the regular public member for the continuation of the current term and the ensuing term ending May 2023.

Ayes: Commissioners Murray, Baker, Rodoni, Connolly,

Nays: Commissioners McEntee, Brown

Abstain: None

Failed; Moved by Commissioner Rodoni, but was not seconded, to appoint Chris Skelton as the regular public member for the continuation of the current term and postpone the appointment of the ensuing term until the April 2019 meeting.

After much discussion the Commission agreed to continue the interviews of the regular public member seat to the April 11, 2019 meeting, allowing more people to apply.

#### 6. Budget and Work Plan Committee Report

Chair Rodoni remarked that the Committee met and discussed the budget, including condensing line item classifications. Executive Officer Fried presented information on the budget and the new process being used for the budget starting with FY 19-20. Executive Officer Fried reminded the Commission this was an informational only item.

#### 7. Legislative Committee Report

- a) Vice Chair Kious reported that the Committee reviewed and discussed the proposed new legislative policy. Executive Officer Fried expanded on the terms used for the different positions Marin LAFCo may take on each bill.

Approved; M/S by Commissioners Skelton and Rodoni to approve the new legislative policy to be included in the revised Policy Handbook.

Ayes: Commissioners McEntee, Murray, Baker, Brown, Connolly, Rodoni

Nays: None

Abstain: None

Motion approved unanimously.

- b) Executive Officer explained the reasoning behind Marin LAFCo's stance on AB 213 and SB 99.

Approved; M/S by Commissioners Baker and Murray to align with CALAFCO, taking a Priority 3, on both bills.

Ayes: Commissioners McEntee, Murray, Baker, Brown, Connolly, Rodoni

Nays: None

Abstain: None

Motion approved unanimously.

8. Policy and Personnel Committee Report

Chair McEntee reported that the Committee cleaned up and condensed the Policy Handbook, including the separation of the personnel policy, and removal of reiterated sections of government codes.

9. Public/Technical Information Committee Report [Verbal Report Only]

The Committee worked on and sent out an RFQ for a new vendor to host the Marin LAFCo website. Executive Officer Fried noted that the bidders conference was held earlier in the day and the Committee should be returning at the April meeting with suggested plans for the future of the website.

**EXECUTIVE OFFICER REPORT** (discussion and possible action)

A. Budget Update FY 2018-2019

Budget appears to be on track.

B. Current and Pending Proposals

In addition to the proposals noted in the staff report, the Executive Officer stated that Murray Park Sewer District and Ross Valley Sanitary District will be meeting with LAFCo staff to discuss possible consolidation. Also, staff is working with San Rafael Sanitation District in regards to the unresponsive property owner(s) at 255 Margarita Drive who have failed to comply with LAFCo conditions (LAFCo File #1328). The Executive Officer added that earlier in the day Marin LAFCo received notice that a septic system in San Rafael had failed. This health and safety issue required an emergency Outside Service Agreement (OSA) for the property to connect to the San Rafael Sanitation District. As per protocol, this OSA was authorized by the Commission Chair. Application for permanent annexation is forthcoming.

C. Update on MSR(s) [Verbal Report Only]

Planwest is slightly behind schedule, however, should be on track for draft release.

D. New Staff Hire Update [Verbal Report Only]

Announcement has been published. Position is open until filled, however the first-round deadline is scheduled for February 20, 2019, with interviews being conducted the week of February 25, 2019.

E. Special Districts Election to LAFCo Seats Update [Verbal Report Only]

Received three (3) nominations – Lew Kious, Jack Baker, and Tod Moody for the regular seat and only Tod Moody accepted a nomination for the alternate seat. Ballot forms will be sent certified mail to all the special districts on February 20, 2019.

F. Correspondence and Marin LAFCo News

An article in the Marin IJ newspaper that referenced Marin LAFCo was included in the agenda packet. No other correspondences were received.

**COMMISSIONER ANNOUNCEMENTS AND REQUESTS**

Hearing no announcements or requests, the Chair called for adjournment.

Approved; M/S by Commissioners Brown and Rodoni to adjourn the meeting.

Ayes: Commissioners McEntee, Murray, Baker, Brown, Connolly, Rodoni, Skelton

Nays: None

Abstain: None

Motion passed unanimously.

Chair McEntee adjourned the meeting at 9:25 pm.

**ADJOURNMENT TO NEXT MEETING**

Thursday, April 11, 2019 | 7:00 pm

Marin Clean Energy | Charles McGlashan Room | 1125 Tamalpais Avenue, San Rafael, CA

Attest: Candice Bozzard  
Commission Clerk

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# Marin Local Agency Formation Commission

## Regional Service Planning | Subdivision of the State of California

### AGENDA REPORT

April 11, 2019

Item No. 2 (Consent)

**TO:** Local Agency Formation Commission

**FROM:** Jason Fried, Executive Officer

**SUBJECT:** Commission Ratification of Payments from February 1, 2019 to March 31, 2019

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### Background

Marin LAFCo adopted a Policy Handbook delegating the Executive Officer to make purchases and related procurements necessary in overseeing the day-to-day business of the agency. The Policy Handbook also directs all payments made by the Executive Officer to be reconciled by LAFCo's contracted bookkeeper. Further, all payments are to be reported to the Commission at the next available Commission meeting for formal ratification.

This following item is presented for the Commission to consider the ratification of all payments made by the Executive Officer between February 1, 2019, and March 31, 2019, totaling \$85,101.40. The payments are detailed in the attachment.

### Staff Recommendation for Action

1. Staff Recommendation - Ratify the payments made by the Executive Officer between February 1, 2019, and March 31, 2019, as shown in attachment.
2. Alternative Option - Continue consideration of the item to the next regular meeting and provide direction to staff as needed.

### Procedures for Consideration

This item has been placed on the agenda as part of the consent calendar. Accordingly, a successful motion to approve the consent calendar will include taking affirmative action on the staff recommendation unless otherwise specified by the Commission.

#### Attachment:

- 1) Payments from February 1, 2019, to March 31, 2019

**Administrative Office**  
Jason Fried, Executive Officer  
1401 Los Gamos Drive, Suite 220  
San Rafael, California 94903  
T: 415-448-5877 E: staff@marinlafco.org  
www.marinlafco.org

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**Sloan Bailey, Regular**  
Town of Corte Madera

**Matthew Brown, Alternate**  
Town of San Anselmo

**Craig K. Murray, Vice Chair**  
Las Gallinas Valley Sanitary

**Jack Baker, Regular**  
North Marin Water District

**Lew Kiou, Alternate**  
Almonte Sanitary District

**Vacant, Regular**  
Public Member

**Chris Skelton, Alternate**  
Public Member

## Marin Local Agency Formation Commission

## Expenses by Vendor Detail

04/05/19

February through March 2019

Accrual Basis

Type	Date	Num	Memo	Account	Clr	Split	Amount	Balance
<b>ALHAMBRA &amp; SIERRA SPRINGS</b>								
Check	02/25/2019	20128	Invoice # 159...	5220110 · Office Su...		1111300 · 403...	47.00	47.00
Check	03/20/2019	20147	Invoice # 159...	5220110 · Office Su...		1111300 · 403...	46.90	93.90
Total ALHAMBRA & SIERRA SPRINGS							93.90	93.90
<b>Bailey, Sloan</b>								
Check	02/25/2019	20136	Jan/Feb - 3 P...	5211533 · Commiss...		1111300 · 403...	375.00	375.00
Total Bailey, Sloan							375.00	375.00
<b>BAKER, JOHN M</b>								
Check	02/25/2019	20137	Feb. Full Co...	5211533 · Commiss...		1111300 · 403...	125.00	125.00
Total BAKER, JOHN M							125.00	125.00
<b>BARBIER SECURITY GROUP</b>								
Check	03/20/2019	20149	Invoice #15443	5210110 · Professio...		1111300 · 403...	160.00	160.00
Total BARBIER SECURITY GROUP							160.00	160.00
<b>BEST BEST &amp; KRIEGER LLP</b>								
Check	02/14/2019	20124	Invoice # 841...	5210131 · Legal Se...		1111300 · 403...	1,739.08	1,739.08
Check	03/20/2019	10011	Invoice - #84...	5210131 · Legal Se...		1111200 · 401...	3,390.00	5,129.08
Total BEST BEST & KRIEGER LLP							5,129.08	5,129.08
<b>COMCAST</b>								
Check	02/25/2019	20132	Bill Date Feb ...	5210710 · Communi...		1111300 · 403...	219.80	219.80
Check	03/20/2019	20148	Bill Date Mar ...	5210710 · Communi...		1111300 · 403...	219.80	439.60
Total COMCAST							439.60	439.60
<b>CONNOLLY, DAMON</b>								
Check	02/25/2019	20139	Jan/Feb - 3 P...	5211533 · Commiss...		1111300 · 403...	500.00	500.00
Total CONNOLLY, DAMON							500.00	500.00
<b>COUNTY OF MARIN - DOF PAYROLL</b>								
Check	02/14/2019	20125	Dec 18 invoice	5130525 · Retiree H...		1111300 · 403...	449.02	449.02
Total COUNTY OF MARIN - DOF PAYROLL							449.02	449.02
<b>CSAC</b>								
Check	02/25/2019	20133	Invoice # 36016	5211520 · Publicati...		1111300 · 403...	75.00	75.00
Total CSAC							75.00	75.00
<b>Deluxe</b>								
Check	03/20/2019	20150	Invoice # 020...	5220110 · Office Su...		1111300 · 403...	248.46	248.46
Total Deluxe							248.46	248.46
<b>GRAF VAN &amp; STORAGE INC</b>								
Check	02/01/2019	20118	Invoice # 021...	5211215 · Rent - St...		1111300 · 403...	35.19	35.19
Check	03/08/2019	20144	Invoice # 041...	5211215 · Rent - St...		1111300 · 403...	62.44	97.63
Total GRAF VAN & STORAGE INC							97.63	97.63
<b>Indoff Incorporated</b>								
Check	02/14/2019	20127	Invoice #3208...	5220110 · Office Su...		1111300 · 403...	83.34	83.34
Check	02/25/2019	20130	Invoice #3155...	5220110 · Office Su...		1111300 · 403...	185.34	268.68
Total Indoff Incorporated							268.68	268.68
<b>Jason Fried</b>								
Check	02/01/2019	20121	Jan 2019 mile...	5211440 · Travel - ...		1111300 · 403...	52.78	52.78
Total Jason Fried							52.78	52.78
<b>KIOUS, LEWIS</b>								
Check	02/25/2019	20135	Jan/Feb - Tec...	5211533 · Commiss...		1111300 · 403...	375.00	375.00
Total KIOUS, LEWIS							375.00	375.00
<b>MARIN INDEPENDENT JOURNAL</b>								
Check	03/08/2019	20145	Invoice # 000...	5211520 · Publicati...		1111300 · 403...	47.20	47.20
Total MARIN INDEPENDENT JOURNAL							47.20	47.20



**Marin Local Agency Formation Commission  
Expenses by Vendor Detail  
February through March 2019**

Type	Date	Num	Memo	Account	Clr	Split	Amount	Balance
<b>MARIN MAC TECH</b>								
Check	02/01/2019	20119	Invoice # 661	5210710 · Communi...		1111300 · 403...	56.00	56.00
Check	02/14/2019	20123	Invoice # 713	5210710 · Communi...		1111300 · 403...	28.00	84.00
Check	02/25/2019	20131	Invoice # 716	5210710 · Communi...		1111300 · 403...	595.00	679.00
Check	03/20/2019	20146	Invoice # 764 ...	5210710 · Communi...		1111300 · 403...	623.00	1,302.00
Total MARIN MAC TECH							1,302.00	1,302.00
<b>Matt Brown</b>								
Check	02/25/2019	20138	Feb - Leg and...	5211533 · Commiss...		1111300 · 403...	250.00	250.00
Total Matt Brown							250.00	250.00
<b>McENTEE, SASHI</b>								
Check	02/25/2019	20141	Jan/Feb - 3 P...	5211533 · Commiss...		1111300 · 403...	750.00	750.00
Total McENTEE, SASHI							750.00	750.00
<b>MELO MAR</b>								
Check	02/25/2019	20129	Invoice #12241	5220110 · Office Su...		1111300 · 403...	124.13	124.13
Total MELO MAR							124.13	124.13
<b>MURRAY, CRAIG K</b>								
Check	02/25/2019	20140	Jan/Feb - 2 b...	5211533 · Commiss...		1111300 · 403...	375.00	375.00
Total MURRAY, CRAIG K							375.00	375.00
<b>PAYROLL</b>								
Check	02/08/2019	685		5110110 · Sal - Reg...		1110110 · Equ...	8,488.07	8,488.07
Check	02/08/2019	685		5110210 · Salaries -...		1110110 · Equ...	0.00	8,488.07
Check	02/08/2019	685		5110323 · Sick Leave		1110110 · Equ...	0.00	8,488.07
Check	02/08/2019	685		5110328 · Personal ...		1110110 · Equ...	0.00	8,488.07
Check	02/08/2019	685		5110324 · Vacation ...		1110110 · Equ...	0.00	8,488.07
Check	02/08/2019	685		5110313 · Holiday P...		1110110 · Equ...	821.75	9,309.82
Check	02/08/2019	685		5110335 · Vacation...		1110110 · Equ...	0.00	9,309.82
Check	02/08/2019	685		5130520 · Co Ret C...		1110110 · Equ...	504.88	9,814.70
Check	02/08/2019	685		5130521 · Co Ret C...		1110110 · Equ...	497.45	10,312.15
Check	02/08/2019	685		5130110 · Ben-Med...		1110110 · Equ...	57.51	10,369.66
Check	02/08/2019	685		5130120 · County of...		1110110 · Equ...	401.28	10,770.94
Check	02/08/2019	685		5130210 · Dental In...		1110110 · Equ...	117.17	10,888.11
Check	02/08/2019	685		5130310 · Vision Se...		1110110 · Equ...	12.16	10,900.27
Check	02/08/2019	685		5130410 · Benefits -...		1110110 · Equ...	10.16	10,910.43
Check	02/08/2019	685		5140140 · Payroll Tax		1110110 · Equ...	138.26	11,048.69
Check	02/08/2019	685		5130524 · Benefits -...		1110110 · Equ...	181.99	11,230.68
Check	02/08/2019	685	county error c...	5140115 · Workers ...		1110110 · Equ...	-344.08	10,886.60
Check	02/08/2019	685		5130640 · Unused ...		1110110 · Equ...	110.09	10,996.69
Check	02/22/2019	2134		5110110 · Sal - Reg...		1110110 · Equ...	8,217.50	19,214.19
Check	02/22/2019	2134		5110323 · Sick Leave		1110110 · Equ...	0.00	19,214.19
Check	02/22/2019	2134		5110328 · Personal ...		1110110 · Equ...	0.00	19,214.19
Check	02/22/2019	2134		5110324 · Vacation ...		1110110 · Equ...	0.00	19,214.19
Check	02/22/2019	2134		5110313 · Holiday P...		1110110 · Equ...	0.00	19,214.19
Check	02/22/2019	2134		5110335 · Vacation...		1110110 · Equ...	0.00	19,214.19
Check	02/22/2019	2134		5130520 · Co Ret C...		1110110 · Equ...	504.88	19,719.07
Check	02/22/2019	2134		5130521 · Co Ret C...		1110110 · Equ...	414.54	20,133.61
Check	02/22/2019	2134		5130110 · Ben-Med...		1110110 · Equ...	49.56	20,183.17
Check	02/22/2019	2134		5130120 · County of...		1110110 · Equ...	344.41	20,527.58
Check	02/22/2019	2134		5130210 · Dental In...		1110110 · Equ...	93.56	20,621.14
Check	02/22/2019	2134		5130310 · Vision Se...		1110110 · Equ...	9.82	20,630.96
Check	02/22/2019	2134		5130410 · Benefits -...		1110110 · Equ...	5.08	20,636.04
Check	02/22/2019	2134		5140140 · Payroll Tax		1110110 · Equ...	121.02	20,757.06
Check	02/22/2019	2134		5130524 · Benefits -...		1110110 · Equ...	181.99	20,939.05
Check	02/22/2019	2134		5130640 · Unused ...		1110110 · Equ...	110.09	21,049.14
Check	03/08/2019	790		5110110 · Sal - Reg...		1110110 · Equ...	7,395.75	28,444.89
Check	03/08/2019	790		5110323 · Sick Leave		1110110 · Equ...	0.00	28,444.89
Check	03/08/2019	790		5110328 · Personal ...		1110110 · Equ...	0.00	28,444.89
Check	03/08/2019	790		5110324 · Vacation ...		1110110 · Equ...	0.00	28,444.89
Check	03/08/2019	790		5110313 · Holiday P...		1110110 · Equ...	821.75	29,266.64
Check	03/08/2019	790		5110335 · Vacation...		1110110 · Equ...	0.00	29,266.64
Check	03/08/2019	790		5130520 · Co Ret C...		1110110 · Equ...	504.88	29,771.52
Check	03/08/2019	790		5130521 · Co Ret C...		1110110 · Equ...	414.54	30,186.06
Check	03/08/2019	790		5130110 · Ben-Med...		1110110 · Equ...	49.56	30,235.62
Check	03/08/2019	790		5130120 · County of...		1110110 · Equ...	344.41	30,580.03
Check	03/08/2019	790		5130210 · Dental In...		1110110 · Equ...	93.56	30,673.59
Check	03/08/2019	790		5130310 · Vision Se...		1110110 · Equ...	9.82	30,683.41
Check	03/08/2019	790		5130410 · Benefits -...		1110110 · Equ...	5.08	30,688.49
Check	03/08/2019	790		5140140 · Payroll Tax		1110110 · Equ...	121.03	30,809.52
Check	03/08/2019	790		5130524 · Benefits -...		1110110 · Equ...	181.99	30,991.51
Check	03/08/2019	790		5130640 · Unused ...		1110110 · Equ...	110.09	31,101.60
Check	03/22/2019	2257		5110110 · Sal - Reg...		1110110 · Equ...	8,217.50	39,319.10
Check	03/22/2019	2257		5110323 · Sick Leave		1110110 · Equ...	0.00	39,319.10

## Marin Local Agency Formation Commission

## Expenses by Vendor Detail

04/05/19

February through March 2019

Accrual Basis

Type	Date	Num	Memo	Account	Clr	Split	Amount	Balance
Check	03/22/2019	2257		5110328 · Personal ...		1110110 · Equ...	0.00	39,319.10
Check	03/22/2019	2257		5110324 · Vacation ...		1110110 · Equ...	0.00	39,319.10
Check	03/22/2019	2257		5110313 · Holiday P...		1110110 · Equ...	0.00	39,319.10
Check	03/22/2019	2257		5110335 · Vacation...		1110110 · Equ...	0.00	39,319.10
Check	03/22/2019	2257		5130520 · Co Ret C...		1110110 · Equ...	504.88	39,823.98
Check	03/22/2019	2257		5130521 · Co Ret C...		1110110 · Equ...	414.54	40,238.52
Check	03/22/2019	2257		5130110 · Ben-Med...		1110110 · Equ...	49.56	40,288.08
Check	03/22/2019	2257		5130120 · County of...		1110110 · Equ...	344.41	40,632.49
Check	03/22/2019	2257		5130210 · Dental In...		1110110 · Equ...	93.56	40,726.05
Check	03/22/2019	2257		5130310 · Vision Se...		1110110 · Equ...	9.82	40,735.87
Check	03/22/2019	2257		5130410 · Benefits -...		1110110 · Equ...	5.08	40,740.95
Check	03/22/2019	2257		5140140 · Payroll Tax		1110110 · Equ...	121.03	40,861.98
Check	03/22/2019	2257		5130524 · Benefits -...		1110110 · Equ...	181.99	41,043.97
Check	03/22/2019	2257		5130640 · Unused ...		1110110 · Equ...	110.09	41,154.06
Total PAYROLL							41,154.06	41,154.06
<b>Planwest Partners, Inc.</b>								
Check	02/14/2019	10010	Invoice #19-2...	5210110 · Professio...		1111200 · 401...	24,720.00	24,720.00
Total Planwest Partners, Inc.							24,720.00	24,720.00
<b>RICOH USA INC</b>								
Check	02/14/2019	20126	Invoice # 505...	5211520 · Publicati...		1111300 · 403...	864.42	864.42
Total RICOH USA INC							864.42	864.42
<b>RODONI, DENNIS JAMES</b>								
Check	02/25/2019	20142	Jan/Feb - 2 b...	5211533 · Commiss...		1111300 · 403...	375.00	375.00
Total RODONI, DENNIS JAMES							375.00	375.00
<b>SCHIFFMANN, ALYSSA</b>								
Check	02/01/2019	20120	Invoice # 67	5210110 · Professio...		1111300 · 403...	1,097.80	1,097.80
Total SCHIFFMANN, ALYSSA							1,097.80	1,097.80
<b>SECURITY MORTGAGE GROUP 2</b>								
Check	02/01/2019	20122	Feb. Rent	5211270 · Office Le...		1111300 · 403...	2,638.82	2,638.82
Check	03/01/2019	20143	March Rent	5211270 · Office Le...		1111300 · 403...	2,638.82	5,277.64
Total SECURITY MORTGAGE GROUP 2							5,277.64	5,277.64
<b>SKELTON, CHRIS</b>								
Check	02/25/2019	20134	Jan/Feb - Tec...	5211533 · Commiss...		1111300 · 403...	375.00	375.00
Total SKELTON, CHRIS							375.00	375.00
<b>TOTAL</b>							<b>85,101.40</b>	<b>85,101.40</b>



# Marin Local Agency Formation Commission

Regional Service Planning | Subdivision of the State of California

## AGENDA REPORT

April 11, 2019

Item No. 3 (Business Item)

**TO:** Local Agency Formation Commission

**FROM:** Jason Fried, Executive Officer

**SUBJECT:** Interviews for Public Member and Possible Appointment

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### Background

On September 12, 2018, Commissioner Jeffry Blanchfield stepped down from the Public Seat that he had held for over 20 years. On October 11, 2018, the Commission began the application process to fill both the remainder of Commissioner Blanchfield's current term as well as the four-year term commencing in May 2019.

On February 14, 2019, Marin LAFCo conducted interviews with the three (3) applicants – Larry Loder, Chris Skelton, and Cliff Waldeck. The Commission was unable to come to an agreement on the appointment of the new Public Member, therefore the selection process was continued to the April 11, 2019 meeting for conclusion.

State government code section 56325(d) indicates that in order for a person to be appointed they must receive a majority of the Commission's approval. In addition, the approval must consist of at least one Commissioner from each of the three governing groups (County, City/Town, and Special District) must vote in the affirmative for any candidate to get the appointment.

**Possible Action** – Staff does not assist in the decision of the appointment for the Public Member seat, as it is strictly at the discretion of the Commission. Here are possible outcomes the Commission may choose to take.

1. Appoint one candidate for the full four-year term that begins in May 2019.
2. Make no decision today, and make a determination at a future meeting.

### Attachment:

1. Application from each candidate

#### Administrative Office

Jason Fried, Executive Officer  
1401 Los Gatos Drive, Suite 220  
San Rafael, California 94903  
T: 415-448-5877 E: staff@marinlafco.org  
www.marinlafco.org

Damon Connolly, Regular  
County of Marin

Dennis J. Rodoni, Regular  
County of Marin

Judy Arnold, Alternate  
County of Marin

Sashi McEntee, Chair  
City of Mill Valley

Sloan Bailey, Regular  
Town of Corte Madera

Matthew Brown, Alternate  
City of San Anselmo

Craig K. Murray, Vice Chair  
Las Gallinas Valley Sanitary

Jack Baker, Regular  
North Marin Water District

Lew Kiouss, Alternate  
Almonte Sanitary District

Vacant, Regular  
Public Member

Chris Skelton, Alternate  
Public Member



**Marin Local Agency Formation Commission**  
Regional Service Planning | Subdivision of the State of California

**APPLICATION FOR APPOINTMENT**

Regular Public Member Seat

Name: Christopher A. Skelton

Telephone: (Home/Cell) \_\_\_\_\_ Work: \_\_\_\_\_

Do you reside in Marin County? Yes  No \_\_\_\_\_ Email: \_\_\_\_\_

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

Employers Name and Address:  
Self Employed/independent contractor for Rifkind Law Group

Present Occupation: Attorney

Summary of Qualification: See Supplemental Letter

Reason For Applying: See Supplemental Letter

Please list organizations of which you are an officer or employee: See Supplemental Letter

Please return to: Marin LAFCO  
1401 Los Gamos Drive, Suite 220  
San Rafael, CA 94903  
Fax: 415-785-7897  
[staff@marinlafco.org](mailto:staff@marinlafco.org)

Additional information may be attached.

<b>Administrative Office</b> Jason Fried, Interim Executive Officer 1401 Los Gamos Drive, Suite 220 San Rafael, California 94903 T: 415-448-5877 E: <a href="mailto:staff@marinlafco.org">staff@marinlafco.org</a> <a href="http://www.marinlafco.org">www.marinlafco.org</a>	<b>Damon Connolly, Regular</b> County of Marin	<b>Sashi McEntee, Chair</b> City of Mill Valley	<b>Craig K. Murray, Vice Chair</b> Las Gallinas Valley Sanitary	<b>Vacant, Public</b> Public Member
<b>Dennis J. Rodoni, Regular</b> County of Marin	<b>Sloan Bailey, Regular</b> Town of Corte Madera	<b>Jack Baker, Regular</b> North Marin Water District	<b>Chris Skelton, Alternate</b> Public Member	
<b>Judy Arnold, Alternate</b> County of Marin	<b>Matthew Brown, Alternate</b> City of San Anselmo	<b>Lew Kiou, Alternate</b> Almonte Sanitary District		

December 3, 2018

**Sent Via E-Mail Only**  
([jfried@marinlafco.org](mailto:jfried@marinlafco.org))

Jason Fried, Executive Officer  
1401 Los Gamos Drive, Suite 220  
San Rafael, CA 94903

**RE:** Marin LAFCo Public Member Application Supplement

Executive Officer Fried,

It is with great interest that I submit my application for consideration of appointment to Marin LAFCo. Both my personal experiences living in Marin County as well as my professional experiences as a land use and real estate attorney in Marin County make me well suited for appointment. I have had the pleasure of serving as the alternate public member for Marin LAFCo since April 2017 and believe this experience makes me well-suited to step into the public member role to encourage continuity with the Commission's prospective work plan.

My reason for applying is my continued commitment to community service, which is evidenced in many forms. I am serving or have served as a youth sports coach (lacrosse, baseball, and football), a planning and facilities committee member for my children's school, and a planning commissioner in Mill Valley (prior to moving to Fairfax). I appreciate all these different outlets as opportunities to give back to the community. As a former planning commissioner, as well as the alternative public member for LAFCo, I gained invaluable experience where I learned first-hand the challenges of making informed decisions to contentious issues.

My legal practice is exclusively in land use and real estate matters with a focus on planning. I have had the pleasure of appearing before almost every board or commission in Marin County on planning related matters. These experiences make me uniquely attune to understanding both the physical and political landscape in Marin. During my term as the alternative public member on Marin LAFCo, I have openly shared my opinions and encouraged open dialogue on both individual applications as well as broader policy issues. If selected as the public member to the commission, I would continue to engage with the materials as well as staff and the other commissioners in making informed decisions.

Important to my consideration for appointment is the fact that I understand what LAFCo does and have demonstrated a commitment to both the policies and goals of Marin LAFCo as well as the state laws under the Cortese-Knox-Hertzberg Act. Despite my short-term experience as an alternative member on Marin LAFCo, I attended the state LAFCo meeting in October 2017 where I nearly won the appointment to the state board in hopes of giving Marin and other Bay Area LAFCos a direct voice on that body.

I have demonstrated my passion and enthusiasm for Marin LAFCo and appreciate the opportunity for consideration of the public member position.

Sincerely,



Chris Skelton





Marin Local Agency Formation Commission
Regional Service Planning | Subdivision of the State of California

APPLICATION FOR APPOINTMENT

Regular Public Member Seat

Name: Lawrence Loder

Telephone: (Home/Cell) Work:

Do you reside in Marin County? Yes X No Email:

Home Address: see attached

Employers Name and Address:

Present Occupation:

Summary of Qualification:

Reason For Applying:

Please list organizations of which you are an officer or employee:

Please return to: Marin LAFCO
1401 Los Gamos Drive, Suite 220
San Rafael, CA 94903
Fax: 415-785-7897
staff@marinlafco.org

Additional information may be attached.

Administrative Office
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County of Marin
Dennis J. Rodoni, Regular
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Judy Arnold, Alternate
County of Marin

Sashi McEntee, Chair
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Sloan Bailey, Regular
Town of Corte Madera
Matthew Brown, Alternate
City of San Anselmo

Craig K. Murray, Vice Chair
Las Gallinas Valley Sanitary
Jack Baker, Regular
North Marin Water District
Lew Kiou, Alternate
Almonte Sanitary District

Vacant, Public
Public Member
Chris Skelton, Alternate
Public Member

Marin Local Agency Formation Commission

APPLICATION FOR APPOINTMENT  
Regular Public Member Seat

Name: Lawrence H. Loder

Telephone: Cell

Address: ---

Email: --

Occupation: Retired

Summary of Qualification: see attachment 1

Reason for Applying: see attachment 2

Member of any organizations that I am a officer or employee: None





**Summary of Qualifications**

#1

<b><u>Employer</u></b>	<b><u>Position Title</u></b>	<b><u>Dates Held</u></b>	<b><u>Job Description</u></b>
<b>California Department of Transportation</b>	Senior Engineering Aide	1956-1958	Worked as a trainee for Caltrans in District 6, Fresno
	Junior Civil Engineer	1958-1959	Completed Caltrans civil engineering program
<b>California Division of Forestry</b>	Assistant Civil Engineer	1959-1960	Responsible for engineering for fire facilities and fire breaks in Fresno and Madera Counties
<b>County of Fresno</b>	Assistant Civil Engineer	1960-1964	Supervised the construction of county bridges including the implementation of prestress and post tension concrete structures
	Associate Civil Engineer	1964-1968	Assistant Design Engineer for county roads and bridges
	Senior Civil Engineer	1968-1970	County Design Engineer for bridge and road design. Implemented the first computers into the design process (IBM 1620 and IBM 1130)
<b>County of Marin</b>	Assistant Director of Public Works	1970-1980	Supervised all engineering projects and engineers working on them. Developed yearly budgets for the Public Works Department
<b>City of Richmond</b>	Director of Public Works	1980-1994	Oversaw the maintenance and construction of sewer treatment plants, city streets, city parks, and highways
	Acting City Manager	1982 ( <i>ten months</i> )	City Management
	Engineering Consultant	1992-2000	Project manager for the completion of the Richmond Parkway
<b>City of Hercules</b>	Director of Public Works ( <i>on a consultant basis</i> )	1995-1998	Oversaw the maintenance and construction of city facilities
<b>Las Gallinas Sanitary District</b>	Elected Board Member	2001-2012	Served two and a half terms prior to moving out of district

#2

Reasons for Applying :

I have resided in Marin county for over forty-eight years. During that period and the fourteen Years prior to that I was employed by each of three major levels of California government. They are the cities Richmond and Hercules; the counties of Marin and Fresno; the state of California Divisions of Highways and Forestry and an elected member of the Las Gallinas Valley Sanitary District in Marin County. Several of these positions required not only the technical expertise of a licensed civil engineer, but the political astuteness to serve two five member boards of supervisors and a nine member and a five member city council.

Since the majority of the LAFco board consists of elected officials it is necessary for the public member to be cognizant of their own importance and role in decision making. This is also a factor in their part of the preparation of the municipal service reviews and recommendations.

I have furnished my professional experience in detail to illustrate that I will bring a positive influence to both the board and to the public.



**Marin Local Agency Formation Commission**  
Regional Service Planning | Subdivision of the State of California

**APPLICATION FOR APPOINTMENT**

Regular Public Member Seat

Name: Clifford Waldeck

Telephone: (Home/Cell) \_\_\_\_\_ Work: \_\_\_\_\_

Do you reside in Marin County? Yes  No  Email: \_\_\_\_\_

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

Employers Name and Address: \_\_\_\_\_

Indoff Inc.  
11816 Lackland Rd. St. Louis MO 63146

Present Occupation: Business development \ Sales

Summary of Qualification: Former LAFCO alternate representing MCCMC, Former City Councilmember and Mayor, Mill Valley. Former Boardmember and chair, SF Bay Regional Water Board. Former BCDC

Reason For Applying: I care deeply about the future of Marin County and I will bring an experienced, reasoned and collaborative voice to LAFCO. I enjoy working on policy and planning issues.

Please list organizations of which you are an officer or employee: none except for Indoff Inc.

Please return to: Marin LAFCO  
1401 Los Gamos Drive, Suite 220  
San Rafael, CA 94903  
Fax: 415-785-7897  
[staff@marinlafco.org](mailto:staff@marinlafco.org)

Additional information may be attached.

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- |   |  |  |  |
|---|--|--|--|
| Damon Connolly, Regular County of Marin   | Sashi McEntee, Chair City of Mill Valley     | Craig K. Murray, Vice Chair Las Gallinas Valley Sanitary | Vacant, Public Public Member           |
| Dennis J. Rodoni, Regular County of Marin | Sloan Bailey, Regular Town of Corte Madera   | Jack Baker, Regular North Marin Water District           | Chris Skelton, Alternate Public Member |
| Judy Arnold, Alternate County of Marin    | Matthew Brown, Alternate City of San Anselmo | Lew Klous, Alternate Almonte Sanitary District           |  |



# Marin Local Agency Formation Commission

Regional Service Planning | Subdivision of the State of California

## AGENDA REPORT

April 11, 2019

Item No. 4 (Business Item)

**TO:** Local Agency Formation Commission

**FROM:** Jason Fried, Executive Officer

**SUBJECT:** Approval of Marin Mac Tech Contract

---

### Background

Marin Mac Tech (MMT) currently provides all of our IT services. The current contract, which was approved by the Commission June 2018, is set to expire on June 30, 2019. This contract would extend their services for 3 years, better defines what services we pay for, and adds a Voice Over IP (VOIP) service to what they would be providing.

MMT also, for the first time, will be using the standard contract Best, Best, and Krieger created for us with 2 needed changes, both of which BBK is fine with. All changes to standard contract are redlines in the attachment. The first change is the standard contract requires MMT to include us on their auto insurance. MMT, however, does not have auto insurance but rather uses a general liability policy to cover its auto insurance needs so the contract was changed to reflect that. The second change is to deal with the type of service MMT provides. They provide as needed service to fix issues we are having with our IT systems so there are no real assigned tasks at any given time. As such, the contract has been modified to better reflect the type of service they provide.

MMT's current contract did not fully reflect all the services they provide or the costs we have historically paid to them for services. The current contract only had the monthly fee we pay for services but did not include the costs we pay them for Email, Anti-Virus, and server back-up services. This contract remedies this issue so we know in advance what services we should be paying and when. In addition, the contract with MMT contains an optional item for Email archiving. This addition will allow for LAFCo to best achieve the needs being presented in Item 9 (Retention Policy) later in this meeting's agenda.

Currently, LAFCo uses Comcast for its internet and phone services. As staff has mentioned in the past the current phone system is one that is more like what would be set-up for a home rather than an office. Staff has spent the last few months researching cost-effective phone systems that are better for an office set-up. Currently, we pay Comcast \$219.90 for our bundled package and that would increase to about \$360 if we wanted to use them for office style phone system. With MMT doing our phone we would still need Comcast for internet service which, depending on internet speed, would mean a cost of between \$100-\$150 per month depending on needed bandwidth. Even if we needed the higher bandwidth for internet, at the \$150 per month price, MMT still would be cheaper in price than Comcast.

#### Administrative Office

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1401 Los Gatos Drive, Suite 220  
San Rafael, California 94903  
T: 415-448-5877 E: [staff@marinlafco.org](mailto:staff@marinlafco.org)  
[www.marinlafco.org](http://www.marinlafco.org)

Damon Connolly, Regular  
County of Marin

Dennis J. Rodoni, Regular  
County of Marin

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North Marin Water District

Lew Kiou, Alternate  
Almonte Sanitary District

Vacant, Regular  
Public Member

Chris Skelton, Alternate  
Public Member

We also reviewed 8x8 which provides phone systems and their price was just about \$110 per month but did not include fax. If we had an issue they charged an hourly rate to assist us. Since MMT includes fax and service MMT is about the same, or possibly better, in overall price.

Here is the price breakdown for all the services and prices MMT is offering under this contract.

Service / Product	Supported User Qty	1x cost	Monthly	Total Annual	Total Monthly
Managed IT Service - Network, Workstations, Server, Wireless	3		\$595.00		<b>\$595.00</b>
Office 365 Email + Apps	3		\$37.50		<b>\$37.50</b>
Email Archive**	3		\$18.00		<b>\$18.00</b>
Anti-virus	3			\$144.00	
Cloud Backup for Server				\$100.00	
Elevate Unified Comm. (Phone, Webmeeting, Conference, File Share)*	4	\$59.09	\$152.02		<b>\$152.02</b>
		<b>\$59.09</b>		<b>\$244.00</b>	<b>\$802.52</b>

*\*Elevate monthly price expected to change by 4-5% based on use taxes and telco fees*

*\*\* Archive is cost \$6/ user / month (Optional Service)*

One final note for phone systems is that we are currently under contract with Comcast for our bundled service until August 2019. Even though we are under contract with Comcast, it is staff's desire to switch over phone services to MMT and double pay for the 4 months remaining in the Comcast contract so we can have a phone system that fits the needs of our office.

### Staff Recommendation for Action

1. Staff Recommendation – Authorize the Executive Officer to execute the attached contract with Marin Mac Tech for website and phone services.
2. Alternate Option – Authorize the Executive Officer to execute the attached contract but only for IT services and to leave phone system in its current state.
3. Alternate Option – Decide not to take action and give instructions to staff on how the Commission would like to proceed.

Attachment:

1. Contract with Marin Mac Tech

**MARIN LOCAL AGENCY FORMATION COMMISSION  
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of June 30, 2019 by and between the Marin Local Agency Formation Commission, a public agency organized and operating under the laws of the State of California with its principal place of business at 1401 Los Gamos Drive, San Rafael, CA 94903 ("Commission"), and Marin Mac Tech, Inc., a California corporation with its principal place of business at 926A Diablo Ave. #402, Novato, CA 94947 (hereinafter referred to as "Consultant"). Commission and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

**RECITALS**

A. Commission is a public agency of the State of California and is in need of professional services for the following project:

On going IT support for desktops, networks, communication services such as email and phones (hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for Commission to retain Consultant to provide the services described herein.

**AGREEMENT**

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Services.

Consultant shall provide the Commission with the services described in the Scope of Services attached hereto as Exhibit "A."

2. Compensation.

a. Subject to paragraph 2(b) below, the Commission shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B."

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$10,000. This amount is to cover all printing and related costs, and the Commission will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the Commission, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the Commission by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this

Agreement shall be prepared by the Commission and executed by both Parties before performance of such services, or the Commission will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by Commission.

5. Time of Performance Term.

~~The term of this Agreement shall be from April 11<sup>th</sup>, 2019 to June 30<sup>th</sup>, 2022, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed. Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the Commission to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder within [Insert number of calendar days for performance of the services — if more detail is required attach "Activity Schedule" as Exhibit C, otherwise delete Exhibit C.] The Notice to Proceed shall set forth the date of commencement of work.~~

6. Delays in Performance.

a. Neither Commission nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the Commission, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the Commission, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of Commission. No employee or agent of Consultant shall become an employee of Commission. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from Commission as herein provided.

11. Insurance. Consultant shall not commence work for the Commission until it has provided evidence satisfactory to the Commission it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the Commission.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage



(9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give Commission, its officials, officers, employees, agents and Commission designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the Commission, and provided that such deductibles shall not apply to the Commission as an additional insured.

b. Automobile Liability

Coverage provided by naming Marin LAFCo in general liability policy.

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the Commission.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto OR if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned)).

(iii) The policy shall give Commission, its officials, officers, employees, agents and Commission designated volunteers additional insured status.

(iv) Subject to written approval by the Commission, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the Commission as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of

California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the Commission and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

	<u>Combined Single Limit</u>
Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
<del>Automobile Liability</del>	<del>\$1,000,000 per occurrence for bodily injury and property damage</del>
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the Commission evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the Commission at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the Commission at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the Commission or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the Commission, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Commission, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the Commission and shall not preclude the Commission from taking such other actions available to the Commission under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the Commission, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the Commission, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Commission has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Commission will be promptly reimbursed by Consultant or Commission will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Commission may cancel this Agreement.

(iii) The Commission may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the Commission nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the Commission that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the Commission as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, Commission may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

## 12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of Commission's choosing), indemnify and hold the Commission, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the Commission, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects (“Prevailing Wage Laws”). If the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the Commission, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the Commission. Consultant shall defend, indemnify and hold the Commission, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

~~[Delete the following provision and renumber all further provisions, if not applicable.]~~

~~15. Commission Material Requirements.~~

~~Consultant is hereby made aware of the Commission's requirements regarding materials, as set forth in [Insert the name of the document that contains the Commission's standard material requirements], which are deemed to be a part of this Agreement.~~

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Marin, State of California.

17 Termination or Abandonment

a. Commission has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, Commission shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. Commission shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by Commission and Consultant of the portion of such task completed but not paid prior to said termination. Commission shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to Commission only in the event of substantial failure by Commission to perform in accordance with the terms of this Agreement through no fault of Consultant.

18 Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the Commission.

19. Organization

Consultant shall assign [REDACTED] Travis Woods as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the Commission.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

COMMISSION:  
Marin Local Agency Formation Commission  
1401 Los Gamos Drive  
San Rafael, CA 94903  
Attn: Jason Fried

CONSULTANT:  
Marin Mac Tech, Inc.  
926A Diablo Ave. #402  
Novato, CA 94947  
Attn: Travis Woods

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of Commission and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of Commission. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. Commission's Right to Employ Other Consultants

Commission reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Commission shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of Commission, during the term of his or her service with Commission, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

~~31. Federal Requirements~~

~~When funding for the services is provided, in whole or in part, by an agency of the federal government, Consultant shall also fully and adequately comply with the provisions included in Exhibit "D" (Federal Requirements) attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.~~

**[SIGNATURES ON FOLLOWING PAGE]**



**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE MARIN LOCAL AGENCY FORMATION COMMISSION  
AND MARIN MAC TECH, INC.**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

MARIN LOCAL AGENCY FORMATION  
COMMISSION

{MARIN MAC TECH, INC.}

By: \_\_\_\_\_  
Jason Fried  
Interim Executive Officer

By: \_\_\_\_\_  
Its: President

Printed Name: Travis Woods

ATTEST:

By: \_\_\_\_\_  
Board Clerk

## EXHIBIT A

### Scope of Services

Marin Mac Tech, Inc., a managed IT services provider, will provide and support the following services:

- Ongoing IT support for computers, network, phones.
- Maintain onsite and cloud-based backup service for key data.
- Email hosting services, including optional email security, retention, and continuity.
- Hosted Voice services.
- Maintain and renew business productivity software.
- Maintain and renew IT security services, such as anti-virus.
- Manage and track domain renewals.

EXHIBIT B

Schedule of Charges/Payments

Consultant will invoice Commission on a monthly cycle. Consultant will ~~include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant~~ make available an online portal by which the Commission can track, view and submit issues tickets containing detailed logs as to work performed. Consultant will inform Commission regarding any out-of-scope work being performed by Consultant. ~~This is a time and materials contract.~~

Service / Product	Supported		Monthly	Total Annual	Total Monthly
	User Qty	1x cost			
Managed IT Service - Network, Workstations, Server, Wireless	3		\$595.00		\$595.00
Office 365 Email + Apps	3		\$37.50		\$37.50
Email Archive**	3		\$18.00		\$18.00
Antivirus	3			\$144.00	
Cloud Backup for Server				\$100.00	
Elevate Unified Comm. (Phone, Webmeeting, Conference, File Share)*	4	\$59.09	\$152.02		\$152.02
		<b>\$59.09</b>		<b>\$244.00</b>	<b>\$802.52</b>

\*Elevate monthly price expected to change by 4-5% based on use taxes and telco fees

\*\* Archive is cost \$6/ user / month (Optional Service)



# Marin Local Agency Formation Commission

Regional Service Planning | Subdivision of the State of California

## AGENDA REPORT

April 11, 2019  
Item No. 5 (Business)

**TO:** Local Agency Formation Commission

**FROM:** Jason Fried, Executive Officer  
(On behalf of the Budget and Workplan Committee – Chair Rodoni, Vice Chair McEntee, and Member Bailey)

**SUBJECT:** Adoption of Proposed Operating Draft Budget for FY 2019-2020

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### Background

The Cortese-Knox-Hertzberg Act, Government Code Section 56381, requires that Local Agency Formation Commissions adopt a proposed budget by May 1 and a final budget by June 15. Today the Commission has in front of it the proposed budget and should the Commission take action today it would fulfill the first step in this process. Once the Commission has approved a proposed budget staff will then distribute it to all jurisdictions that make up LAFCo and bring back any comments to the June meeting to review prior to final approval.

As discussed at previous LAFCo meetings this Fiscal Year 2019-2020 budget and budget line items have been reworked to better reflect the current state of Marin LAFCo. This system should allow for easier budgeting and tracking of projects that are not fully completed in one fiscal year. Attached is the proposed budget that staff presented to the Budget and Work Plan committee. Color line items are the line items where in the past multiple line items would have normally occurred and have now been merged together.

The main source of income is the agency contribution. For the last several years LAFCo has been increasing the agency contribution line item to meet LAFCo needs. This year staff has worked hard to present a budget that keeps the agency contribution at exactly the same level for next year as was requested for this year. This is being done even given the fact that for the first time since 2015 LAFCo will be back to its full staffing level.

A balanced budget is achieved with some lines getting increased and a few other seeing decreases. The main increases are in the benefits and pension line item. Both of these line items are were geared for only two staff so with the addition of a third staff they needed to be increased. In addition, MCERA has a larger than normal increase where for Tier 4 members LAFCo is seeing an increase from 7.59% to 17.36%.

In addition, an increase is seen in the Communications Services. This increase is needed for two reasons. First, based on current bills for this line, LAFCo will spend more than was budgeted for this year. Second, as you will note in another agenda item, LAFCo will be requesting that we get a new

#### Administrative Office

Jason Fried, Executive Officer  
1401 Los Gatos Drive, Suite 220  
San Rafael, California 94903  
T: 415-448-5877 E: staff@marinlafco.org  
www.marinlafco.org

Damon Connolly, Regular  
County of Marin

Dennis J. Rodoni, Regular  
County of Marin

Judy Arnold, Alternate  
County of Marin

Sashi McEntee, Chair  
City of Mill Valley

Sloan Bailey, Regular  
Town of Corte Madera

Matthew Brown, Alternate  
City of San Anselmo

Craig K. Murray, Vice Chair  
Las Gallinas Valley Sanitary

Jack Baker, Regular  
North Marin Water District

Lew Kiious, Alternate  
Almonte Sanitary District

Vacant, Regular  
Public Member

Chris Skelton, Alternate  
Public Member

phone system that will allow us to better function as a three-person office. This new phone system will have a slight increase in what we pay per month.

In order to offset the increases, the Salary, Legal Services, Travel-Mileage, and Publication/Notices line items have decreases. The decrease in Salary line item is due to the fact we now know the salary levels for all three staff positions and this budget line item was geared to pay the high end for each position in case it was needed. The other line items are adjusted to meet expected work load for next year and ensure we do not need to ask for an increase from our member jurisdictions.

This budget is geared to deal with our current and future work needs. As a reminder as part of the restructuring that LAFCo has been going through, in October of 2018, the Commission approved a work plan that was both Fiscal Year 2018-2019 and 2019-2020. See attachment for approved workplan with current status on each item. This impacts next year's budget in the fact that the overall expenditures are slightly higher than last year's due to some of the work budgeted for our current year will be completed during fiscal year 2019-2020. The main project being the compellation of the San Rafael and Novato MSR's. This is also why you see what is larger than normal Carry Forward Balance line item in the Income section of the budget since not all funds will be spent in the current fiscal year but will go towards work that will be completed next fiscal year.

#### **Staff Recommendation for Action**

1. Staff Recommendation – Approved the attached proposed budget and instruct staff to make any needed adjustments based on other actions the Commission makes tonight.
2. Alternate Option – Postpone any action tonight, give staff instructions on changes needed and call a special meeting prior to the May 1 deadline to approve a proposed budget.

#### Attachment:

1. Budget for FY 2019-2020
2. Workplan for FY 2018-2020

Line Items	Proposed FY 19-20	Budget 18-19	Budget 17-18	Budget FY 16-17
Expense		(unadjusted)		
5110110 · Sal - Regular Staff	\$305,553.00	328,449.00	265,913.14	234,111.02
5130120 · Benefits	\$61,110.60	41,122.00	41,549.32	38,137.90
5130500 · Pension	\$56,911.23	23,901.00	37,561.07	57,852.41
5130525 · Retiree Health	\$16,000.00	15,615.00	15,615.00	15,615.00
5210110 · Professional Services	\$50,000.00	48,731.00	42,293.00	30,520.00
5210131 · Legal Services	\$35,000.00	40,500.00	35,880.00	58,578.75
5210525 · General Insurance	\$4,000.00	3,993.00	3,993.39	2,677.02
5210710 · Communications Services	\$14,000.00	8,608.00	8,236.00	6,567.60
5210935 · Office Equipment Purchases	\$4,500.00	4,620.00	23,066.00	5,137.16
5211215 · Rent - Storage	\$500.00	401.00	400.94	400.94
5211270 · Office Lease/Rent	\$32,652.95	34,652.00	31,252.75	24,938.30
5211325 · Conferences	\$4,000.00	2,965.00	2,965.00	2,450.00
5211330 · Memberships & Dues	\$15,000.00	14,734.00	14,556.00	14,368.68
5211340 · Training	\$1,700.00	1,500.00	1,250.00	1,800.00
5211440 · Travel - Mileage	\$4,000.00	7,239.00	4,538.50	4,117.50
5211510 · Misc Services	\$2,000.00	2,045.00	1,961.00	0.00
5211520 · Publications/Notices	\$3,500.00	5,000.00	5,000.00	5,000.00
5211533 · Commissioner Per Diems	\$13,500.00	13,500.00	11,000.00	10,875.00
5220110 · Office Supplies and Postage	\$4,000.00	4,300.00	4,200.00	7,590.00
<b>Total Expense</b>	<b>\$627,927.78</b>	<b>\$601,875.00</b>	<b>\$551,231.11</b>	<b>\$520,737.28</b>
Income				
Carry Forward Balance	\$68,405.27			
4410125 · Interest Earnings	(starting in FY 19/20 carry forward shall replace these 2 line items)	2,000.00	2,000.00	1,500.00
4640333 · Application Fees		30,000.00	30,000.00	30,000.00
4710510 · Agency Contributions	\$559,522.51	559,875.00	514,781.10	470,362.28
<b>Total Income</b>	<b>\$627,927.78</b>	<b>591,875.00</b>	<b>546,781.10</b>	<b>501,862.28</b>

Project	Responsible for work	Basic Description	Latest Update
General MSR on San Rafael Area	Staff/consultant	MSR for Region (FY 18-19)	Currently in Progress
General MSR on Novato Area	Staff/consultant	MSR for Region (FY 18-19)	Currently in Progress
General MSR on East Peninsula Area	Staff	MSR for Region (FY 19-20)	To be started in FY19/20
General MSR on Ross Valley Area	Staff	MSR for Region (FY 19-20)	To be started in FY19/20
General MSR on Countywide Fire Services	Staff	MSR for Fire Services across Marin County	Chair McEntee may want to change this to Emergency planning moving forward
General MSR on Countywide Police Services	Staff	MSR for Police Services across Marin County	Chair McEntee may want to change this to Emergency planning moving forward
Sphere of Influence Updates	Staff	Update, as needed, and approval of current SOI is for all Cities and Districts in Marin County.	All jurisdictions are looking to do changes with MSR process, no special requests received
MPSMD Consolidation with RVSD	Staff	Based on the Central Marin Wastewater MSR work with district staff on the possibility of consolidating services with RVSD.	Currently in progress with goal of completion in FY 19-20
SQVSMD Consolidation with RVSD	Staff	Based on the Central Marin Wastewater MSR work with district staff on the possibility of consolidating services with RVSD.	On hold while issues around merger are reviewed by RVSD

Project	Responsible for work	Basic Description	Latest Update
County of Marin transferring of support services to LAFCo	Staff/Policy & Personnel Committee	County has been the provider of some back office services, such as HR and payroll, for LAFCo for many years. In 2016 the County started a process to stop providing those services and now LAFCo must create alternate ways to have those services provided.	Next service to be transferred is HR services. County is still in internal set-up and will update LAFCo when ready to move forward.
Policy Review: Reorganization (Dual Annexation) Policy	Policy & Personnel Committee	Follows San Rafael and Novato Region MSRs; Define Substantially Surrounded	Policy Committee has reviewed "Substantially Surrounded" and is not suggesting changes at this time.
Disadvantaged Unincorporated Communities	Staff/ad hoc committee	Work with County Planning to ID any DUCs and possibly create a LAFCo policy	Ad Hoc committee created, first meeting needs to be set-up.
Update Application Packet	Staff	Current Application Dated; Need to Address New Requirements; Make User-Friendly	Staff has started to draft new packet. Will present at a future Commission meeting.
Review GIS Needs and Options	Staff	Existing Benefit of MarinMap Relative to Cost Merits Review; Address Data Limitations	To be worked on in 2019.
General Update to Policy Handbook	Policy & Personnel Committee	Various updates to Handbook, including, update Chapter 6 (Personnel Policies).	New Policy Handbook being presented at April meeting, more updates to occur over 2019.



Project	Responsible for work	Basic Description	Latest Update
Fee Schedule	Staff/Policy & Personnel Committee	Policy Handbook page 31 - "amend therein no less than every two years." Last done Oct 2016. (May want to do after staffing positions are filled).	Staff will be updating and bringing to the next meeting an updated fee schedule
PERS Transition	Staff/Policy & Personnel Committee	Work with CalPERS to transition new staff to that retirement system.	Staff believes at this time best to stay within MCERA
Review of Current Website	Public/Technical Information Committee	Currently LAFCo is in year 3 of a 3 year contract. When the contract expires Aug. 2019 we can renew with a 5% increase that also comes with a "redesign."	Committee recommending new website provider at April meeting



# Marin Local Agency Formation Commission

## Regional Service Planning | Subdivision of the State of California

### AGENDA REPORT

April 11, 2019

Item No.6 (Business)

**TO:** Local Agency Formation Commission

**FROM:** Jason Fried, Executive Officer  
(On behalf of the Legislative Committee – Chair Baker, Vice Chair Kious, and Member Skelton)

**SUBJECT:** Legislative Committee Report

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### Background

On March 27<sup>th</sup>, the Legislative Committee met to consider new legislation that CALAFCO has taken a position on. Attached, you will find a summary of those 20 bills the Committee is looking to take action on. Staff will update the Commission at our April 11<sup>th</sup> meeting with any changes based on decisions made by the CALAFCO Legislative Committee. Two of the bills, AB 213 and SB 99, Marin LAFCo has already taken an “Alignment with CALFCO” position.

As an update, AB 213 was originally on the “Watch” list, however, CALAFCO has now changed their position to “Support”. Therefore, based on Marin LAFCo policy, our position has also changed to “Support”. No action is needed for this matter.

Of the 18 bills that Marin LAFCo has not taken a position, two of the bills, AB 1253 and AB 1822, are sponsored by CALAFCO. AB 1822 is an Omnibus bill which contains edits and modifications to CKH that are considered non-controversial and are generally administrative or clerical in nature. AB 1253 is a repeat of a bill that made it all the way through the legislature, but was vetoed down by Gov. Brown. This bill would create a grant program for LAFCos to use when dealing with districts that serve disadvantaged communities. AB 1253 would assist where a LAFCo needs to perform a study for a possible reorganization, dissolution, or other action when the fees for the study would be a hardship on the district to cover the expense.

The other 16 bills relate to different items, 10 are on the “Watch” list since they are generally spot bills so what the bill will do is not known yet. When the Committee met SB 99 was on the “Watch” but has since been removed from CALAFCO list of bills so is not included in the bills to be considered today.

The Committee went with the “Alignment with CALAFCO” for all bills except for AB 1253 and AB 1822 where we went with a “Support” instead of “Sponsor” position. Since we are not the sponsor of either bill, a “Support” position makes more sense.

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**Damon Connolly, Regular**  
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**Dennis J. Rodoni, Regular**  
County of Marin

**Judy Arnold, Alternate**  
County of Marin

**Sashi McEntee, Chair**  
City of Mill Valley

**Sloan Bailey, Regular**  
Town of Corte Madera

**Matthew Brown, Alternate**  
Town of San Anselmo

**Craig K. Murray, Vice Chair**  
Las Gallinas Valley Sanitary

**Jack Baker, Regular**  
North Marin Water District

**Lew Kious, Alternate**  
Almonte Sanitary District

**Vacant, Regular**  
Public Member

**Chris Skelton, Alternate**  
Public Member

**Staff Recommendation for Action**

1. **Staff recommendation** – Choose the “Alignment with CALAFCO” position as a Priority 3 on all 18 of the bills itemized on the CALAFCO list, where Marin LAFCo has not already taken a position, except for AB 1253 and AB 1822 where Marin LAFCo will use a “Support” instead of “Sponsor” position.
  
2. Alternative Option - Continue consideration of the item to the next committee meeting and provide direction to staff, as needed.

Attachment:

- 1) CALAFCO Legislative Report.

**CALAFCO Daily Legislative Report  
as of Tuesday, April 02, 2019**

**AB 508 (Chu D) Drinking water: consolidation and extension of service: domestic wells.**

**Current Text:** Amended: 3/25/2019 [html](#) [pdf](#)

**Introduced:** 2/13/2019

**Last Amended:** 3/25/2019

**Status:** 3/26/2019-Re-referred to Com. on E.S. & T.M.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Calendar:**

4/9/2019 1:30 p.m. - State Capitol, Room 444 ASSEMBLY ENVIRONMENTAL SAFETY AND TOXIC MATERIALS, QUIRK, Chair

**Summary:**

The California Safe Drinking Water Act requires the State Water Resources Control Board, before ordering consolidation or extension of service, to, among other things, obtain written consent from any domestic well owner for consolidation or extension of service and make a finding that consolidation of the receiving water system and subsumed water system or extension of service to the subsumed water system is appropriate and technically and economically feasible. The act makes any domestic well owner within the consolidation or extended service area who does not provide written consent ineligible, until consent is provided, for any future water-related grant funding from the state, except as provided. This bill would modify the provision that authorizes consolidation or extension of service if a disadvantaged community is reliant on a domestic well described above to instead authorize consolidation or extension of service if a disadvantaged community has one or more residences that are reliant on a domestic well described above.

**Position:** Watch

**Subject:** Disadvantaged Communities, Water

**AB 600 (Chu D) Local government: organization: disadvantaged unincorporated communities.**

**Current Text:** Amended: 3/25/2019 [html](#) [pdf](#)

**Introduced:** 2/14/2019

**Last Amended:** 3/25/2019

**Status:** 3/26/2019-Re-referred to Com. on L. GOV.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:**

The Planning and Zoning Law requires a city or county, on or before the due date for the next adoption of its housing element, to review and update the land use element of its general plan based on available data, including, but not limited to, the data and analysis of unincorporated island, fringe, or legacy communities inside or near its boundaries, as provided. That law requires the updated land use element to include, among other things, an analysis of water, wastewater, stormwater drainage, and structural fire protection needs or deficiencies for each identified community. This bill would define the term "needs or deficiencies" for these purposes to mean both deficient services and lack of services, as specified.

**Position:** Watch

**Subject:** Disadvantaged Communities, Water

**AB 1253 (Rivas, Robert D) Local agency formation commissions: grant program.**

**Current Text:** Introduced: 2/21/2019 [html](#) [pdf](#)

**Introduced:** 2/21/2019

**Status:** 3/28/2019-From committee: Do pass and re-refer to Com. on APPR. (Ayes 6. Noes 2.) (March 27). Re-referred to Com. on APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Calendar:**

4/3/2019 9 a.m. - State Capitol, Room 4202 ASSEMBLY APPROPRIATIONS, GONZALEZ, Chair



**Summary:**

This bill would require the Strategic Growth Council, until July 31, 2025, to establish and administer a local agency formation commissions grant program for the payment of costs associated with initiating and completing the dissolution of districts listed as inactive, the payment of costs associated with a study of the services provided within a county by a public agency to a disadvantaged community, as defined, and for other specified purposes, including the initiation of an action, as defined, that is limited to service providers serving a disadvantaged community and is based on determinations found in the study, as approved by the commission. The bill would specify application submission, reimbursement, and reporting requirements for a local agency formation commission to receive grants pursuant to the bill. The bill would require the council, after consulting with the California Association of Local Agency Formation Commissions, to develop and adopt guidelines, timelines, and application and reporting criteria for development and implementation of the program, as specified, and would exempt these guidelines, timelines, and criteria from the rulemaking provisions of the Administrative Procedure Act. The bill would make the grant program subject to an appropriation for the program in the annual Budget Act, and would repeal these provisions on January 1, 2026. This bill contains other existing laws.

**Attachments:**

[CALAFCO Support letter Feb 2016](#)

**Position:** Sponsor

**Subject:** Disadvantaged Communities, LAFCo Administration, Municipal Services, Special District Consolidations

**CALAFCO Comments:** This is a CALAFCO sponsored bill following up on the recommendation of the Little Hoover Commission report of 2017 for the Legislature to provide LAFCos one-time grant funding for in-depth studies of potential reorganization of local service providers. Last year, the Governor vetoed AB 2258 - this is the same bill. The Strategic Growth Council (SGC) will administer the grant program. Grant funds will be used specifically for conducting special studies to identify and support opportunities to create greater efficiencies in the provision of municipal services; to potentially initiate actions based on those studies that remove or reduce local costs thus incentivizing local agencies to work with the LAFCo in developing and implementing reorganization plans; and the dissolution of inactive districts (pursuant to SB 448, Wieckowski, 2017). The grant program would sunset on July 31, 2024.

The bill also changes the protest threshold for LAFCo initiated actions, solely for the purposes of actions funded pursuant to this new section. It allows LAFCo to order the dissolution of a district (outside of the ones identified by the SCO) pursuant to Section 11221 of the Elections code, which is a tiered approach based on registered voters in the affected territory (from 30% down to 10% depending).

The focus is on service providers serving disadvantaged communities. The bill also requires LAFCo pay back grant funds in their entirety if the study is not completed within two years and requires the SGC to give preference to LAFCos whose decisions have been aligned with the goals of sustainable communities strategies.

The fiscal request is \$1.5 million over 5 years. CALAFCO is attempting to get this in the May revise budget so there is no General Fund appropriation (the reason Gov. Brown vetoed the bill).

**AB 1389 (Eggman D) Special districts: change of organization: mitigation of revenue loss.**

**Current Text:** Introduced: 2/22/2019 [html](#) [pdf](#)

**Introduced:** 2/22/2019

**Status:** 3/14/2019-Referred to Com. on L. GOV.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chapters
1st House				2nd House							

**Summary:**

Would authorize the commission to propose, as part of the review and approval of a proposal for the establishment of new or different functions or class of services, or the divestiture of the power to provide particular functions or class of services, within all or part of the jurisdictional boundaries of a special district, that the special district, to mitigate any loss of property taxes, franchise fees, and other revenues to any other affected local agency, provide payments to the affected local agency from the revenue derived from the proposed exercise of new or different functions or classes of service.

**Position:** Watch

**Subject:** CKH General Procedures



**CALAFCO Comments:** This bill allows LAFCo, when approving a proposal for new or different functions or class of service for a special district, to propose the district provide payments to any affected local agency for taxes, fees or any other revenue that may have been lost as a result of the new service being provided.

**AB 1751 (Chiu D) Water and sewer system corporations: consolidation of service.**

**Current Text:** Amended: 3/21/2019 [html](#) [pdf](#)

**Introduced:** 2/22/2019

**Last Amended:** 3/21/2019

**Status:** 3/25/2019-Re-referred to Com. on E.S. & T.M.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Calendar:**

4/9/2019 1:30 p.m. - State Capitol, Room 444 ASSEMBLY ENVIRONMENTAL SAFETY AND TOXIC MATERIALS, QUIRK, Chair

**Summary:**

Current law authorizes the State Water Resources Control Board to order consolidation of public water systems where a public water system or state small water system serving a disadvantaged community consistently fails to provide an adequate supply of safe drinking water, as provided. This bill, the Consolidation for Safe Drinking Water Act of 2019, would authorize a water or sewer system corporation to file an application and obtain approval from the commission through an order authorizing consolidation with a public water system or state small water system, or to implement rates for the subsumed water system.

**Position:** Watch

**Subject:** Water

**CALAFCO Comments:** This bill allows for water (public or state small) or sewer systems corps to file an application for consolidation with the SWRCB.

**AB 1822 (Committee on Local Government) Local Government: omnibus.**

**Current Text:** Introduced: 3/11/2019 [html](#) [pdf](#)

**Introduced:** 3/11/2019

**Status:** 3/28/2019-Referred to Com. on L. GOV.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:**

Current law requires a commission to develop and determine the sphere of influence of each city and each special district within the county and enact policies designed to promote the logical and orderly development of areas within each sphere. Current law requires the commission, in order to prepare and update spheres of influence in accordance with this requirement, to conduct a service review of the municipal services provided in the county or other appropriate area designated by the commission, as specified. Current law defines "sphere of influence" to mean a plan for the probable physical boundaries and service area of a local agency. Current law defines the term "service" for purposes of the act to mean a specific governmental activity established within, and as a part of, a general function of the special district, as specified. This bill would revise the definition of the term "service" for these purposes to mean a specific governmental activity established within, and as a part of, a general function of the local agency.

**Position:** Sponsor

**Subject:** LAFCo Administration

**CALAFCO Comments:** This is the annual Omnibus bill.

**SB 272 (Morrell R) Fire Protection District Law of 1987.**

**Current Text:** Introduced: 2/13/2019 [html](#) [pdf](#)

**Introduced:** 2/13/2019

**Status:** 2/21/2019-Referred to Com. on GOV. & F.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:**

The Fire Protection District Law of 1987 provides that whenever a district board determines that it is in the public interest to provide different services, to provide different levels of service, or to raise additional revenues within specific areas of the district, it may form one or more service zones by adopting a resolution that includes specified information, fixing the date, time, and place for



public hearing on the formation of the zone, publishing notice, as specified, hearing and considering any protests to the formation of the zone at the hearing, and, at the conclusion of the hearing, adopting a resolution ordering the formation of the zone. If a resolution adopted after the public hearing would extend services outside of an existing service zone and the extension of service would result in those persons in the expanded area paying charges for the expansion of services, this bill would provide that the resolution does not become effective unless approved by a majority of the voters within the expanded service area.

**Position:** Watch

**CALAFCO Comments:** This bill requires a fire protection district to hold an election to (at their expense) approve an extension of service regardless of the level of protest.

**SB 414 (Caballero D) Small System Water Authority Act of 2019.**

**Current Text:** Introduced: 2/20/2019 [html](#) [pdf](#)

**Introduced:** 2/20/2019

**Status:** 3/28/2019-Set for hearing April 3.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chapters
1st House				2nd House							

**Calendar:**

4/3/2019 9:30 a.m. - Room 3191 SENATE ENVIRONMENTAL QUALITY, ALLEN, Chair

**Summary:**

Would create the Small System Water Authority Act of 2019 and state legislative findings and declarations relating to authorizing the creation of small system water authorities that will have powers to absorb, improve, and competently operate noncompliant public water systems. The bill, no later than March 1, 2020, would require the state board to provide written notice to cure to all public agencies, private water companies, or mutual water companies that operate a public water system that has either less than 3,000 service connections or that serves less than 10,000 people, and are not in compliance, for the period from July 1, 2018, through December 31, 2019, with one or more state or federal primary drinking water standard maximum contaminant levels, as specified.

**Position:** Watch

**Subject:** Water

**CALAFCO Comments:** This bill is very similar to AB 2050 (Caballero) from 2018. Several changes have been made. This bill is sponsored by Eastern Municipal Water District and the CA Municipal Utilities Assoc. The intent is to give the State Water Resources Control Board (SWRCB) authority to mandate the dissolution of existing drinking water systems (public, mutual and private) and authorize the formation of a new public water authority. The focus is on non contiguous systems. The SWRCB already has the authority to mandate consolidation of these systems, this will add the authority to mandate dissolution and formation of a new public agency.

LAFCo will be responsible for dissolving any state mandated public agency dissolution, and the formation of the new water authority. The SWRCB's appointed Administrator will act as the applicant on behalf of the state. LAFCo will have ability to approve with modifications the application, and the new agency will have to report to the LAFCo annually for the first 3 years.

**SB 646 (Morrell R) Local agency utility services: extension of utility services.**

**Current Text:** Introduced: 2/22/2019 [html](#) [pdf](#)

**Introduced:** 2/22/2019

**Status:** 3/14/2019-Referred to Com. on GOV. & F.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chapters
1st House				2nd House							

**Summary:**

Would prohibit a city or district providing the extended service from denying the extension of a utility service to a property owner located within the extended service area based upon a property owner's election not to participate in an annexation or preannexation proceeding.

**Position:** Oppose

**Subject:** CKH General Procedures

**CALAFCO Comments:** This bill does 3 things. (1) Seeks to add a provision to 56133 that requires LAFCo to approve an extension of service regardless of whether a future annexation is anticipated or not. It further requires the service provider to extend the provision of service to a property owner regardless of a whether there is a pending annexation or pre-annexation agreement. The newly proposed subsection directly contradicts subsection (b). (2) Changes the definition of "fee"



by requiring the new fee "is of proportional benefit to the person or property being charged." There is no reasonable definition or application of "proportional benefit". (3) Narrows the scope of application of Section 56133 to water or sewer service; and prohibits the service provider to charge higher fees and charges to those outside the jurisdictional boundaries.

**AB 213 (Reyes D) Local government finance: property tax revenue allocations: vehicle license fee adjustments.**

**Current Text:** Introduced: 1/15/2019 [html](#) [pdf](#)

**Introduced:** 1/15/2019

**Status:** 3/18/2019-In committee: Set, first hearing. Hearing canceled at the request of author.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chapters
1st House				2nd House							

**Calendar:**

4/3/2019 1:30 p.m. - State Capitol, Room 127 ASSEMBLY LOCAL GOVERNMENT, AGUIAR-CURRY, Chair

**Summary:**

Would, for the 2019–20 fiscal year, require the vehicle license fee adjustment amount to be the sum of the vehicle license fee adjustment amount in the 2018–19 fiscal year, the product of that sum and the percentage change in gross taxable assessed valuation within the jurisdiction of that entity between the 2018–19 fiscal year to the 2018–19 fiscal year, and the product of the amount of specified motor vehicle license fee revenues that the Controller allocated to the applicable city in July 2010 and 1.17.

**Attachments:**

[CALAFCO Support Letter](#)

**Position:** Support

**Subject:** Tax Allocation

**CALAFCO Comments:** Sponsored by the League, this bill will reinstate ERAF funding for inhabited annexations. This bill is the same as AB 2268 (Reyes) from last year.

**AB 818 (Cooley D) Local government finance: vehicle license fee adjustment amounts.**

**Current Text:** Introduced: 2/20/2019 [html](#) [pdf](#)

**Introduced:** 2/20/2019

**Status:** 3/28/2019-From committee: Do pass and re-refer to Com. on APPR. (Ayes 8. Noes 0.) (March 27). Re-referred to Com. on APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chapters
1st House				2nd House							

**Calendar:**

4/3/2019 9 a.m. - State Capitol, Room 4202 ASSEMBLY APPROPRIATIONS, GONZALEZ, Chair

**Summary:**

Current property tax law, for the 2006–07 fiscal year, and for each fiscal year thereafter, requires the vehicle license fee adjustment amount to be the sum of the vehicle license fee adjustment amount for the prior fiscal year, if specified provisions did not apply, and the product of the amount as so described and the percentage change from the prior fiscal year in the gross taxable valuation within the jurisdiction of the entity. Current law establishes a separate vehicle license fee adjustment amount for a city that was incorporated after January 1, 2004, and on or before January 1, 2012. This bill would establish a separate vehicle license fee adjustment amount for a city incorporating after January 1, 2012, including an additional separate vehicle license fee adjustment amount for the first fiscal year of incorporation and for the next 4 fiscal years thereafter.

**Attachments:**

[CALAFCO Support March 2019](#)

**Position:** Support

**Subject:** Financial Viability of Agencies

**CALAFCO Comments:** Sponsored by the League, this bill will reinstate ERAF funding for cities incorporating after 2018. This is the same bill as AB 2491 from 2018.

**AB 1304 (Waldron R) Water supply contract: Native American tribes.**

**Current Text:** Introduced: 2/22/2019 [html](#) [pdf](#)



**Introduced:** 2/22/2019

**Status:** 3/11/2019-Referred to Com. on L. GOV.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:**

Current law provides for the establishment and operations of various water districts. This bill would specifically authorize a water district, as defined, that supplies potable water to enter into a contract with a Native American tribe to receive water deliveries from an infrastructure project on tribal lands.

**Position:** Watch

**Subject:** Municipal Services, Water

**CALAFCO Comments:** This bill amends the water code to allow a Native American tribe to sell/deliver water to a water district (as defined in the water code section 20200).

**SB 379 (Committee on Governance and Finance) Validations.**

**Current Text:** Introduced: 2/20/2019 [html](#) [pdf](#)

**Introduced:** 2/20/2019

**Status:** 3/28/2019-Read second time. Ordered to consent calendar.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Calendar:**

4/4/2019 #26 SENATE CONSENT CALENDAR SECOND LEGISLATIVE DAY

**Summary:**

This bill would enact the First Validating Act of 2019, which would validate the organization, boundaries, acts, proceedings, and bonds of the state and counties, cities, and specified districts, agencies, and entities.

**Attachments:**

[CALAFCO Support March 2019](#)

**Position:** Support

**Subject:** LAFCo Administration

**CALAFCO Comments:** This is one of three annual validating acts.

**SB 380 (Committee on Governance and Finance) Validations.**

**Current Text:** Introduced: 2/20/2019 [html](#) [pdf](#)

**Introduced:** 2/20/2019

**Status:** 3/28/2019-Read second time. Ordered to consent calendar.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Calendar:**

4/4/2019 #27 SENATE CONSENT CALENDAR SECOND LEGISLATIVE DAY

**Summary:**

This bill would enact the Second Validating Act of 2019, which would validate the organization, boundaries, acts, proceedings, and bonds of the state and counties, cities, and specified districts, agencies, and entities.

**Attachments:**

[CALAFCO Support March 2019](#)

**Position:** Support

**Subject:** LAFCo Administration

**CALAFCO Comments:** This is one of three annual validating acts.

**SB 381 (Committee on Governance and Finance) Validations.**

**Current Text:** Introduced: 2/20/2019 [html](#) [pdf](#)

**Introduced:** 2/20/2019

**Status:** 3/28/2019-Read second time. Ordered to consent calendar.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Calendar:**

4/4/2019 #28 SENATE CONSENT CALENDAR SECOND LEGISLATIVE DAY

**Summary:**

This bill would enact the Third Validating Act of 2019, which would validate the organization,

boundaries, acts, proceedings, and bonds of the state and counties, cities, and specified districts, agencies, and entities.

**Attachments:**

[CALAFCO Support March 2019](#)

**Position:** Support

**Subject:** LAFCo Administration

**CALAFCO Comments:** This is one of three annual validating acts.

**AB 530 (Aguiar-Curry D) The Fairfield-Suisun Sewer District.**

**Current Text:** Amended: 3/20/2019 [html](#) [pdf](#)

**Introduced:** 2/13/2019

**Last Amended:** 3/20/2019

**Status:** 3/21/2019-Re-referred to Com. on L. GOV.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Calendar:**

4/10/2019 1:30 p.m. - State Capitol, Room 447 ASSEMBLY LOCAL GOVERNMENT, AGUIAR-CURRY, Chair

**Summary:**

The Fairfield-Suisun Sewer District Act creates the Fairfield-Suisun Sewer District and grants to the district various powers relating to the treatment and disposal of sewage. The act provides for the election of a board of directors for the district and administrative procedures for the operation of the district. This bill would make various administrative changes to the act, including removing the requirement that the district appoint a clerk and changing the posting requirements for regulations.

**Position:** Watch

**Subject:** Special District Powers, Special Districts Governance

**CALAFCO Comments:** This bill makes administrative changes to this special act district. It also allows for an extension of service pursuant to 56133 (keeping that LAFCo process intact).

**AB 1053 (Dahle R) Fallen Leaf Lake Community Service District.**

**Current Text:** Amended: 3/25/2019 [html](#) [pdf](#)

**Introduced:** 2/21/2019

**Last Amended:** 3/25/2019

**Status:** 3/26/2019-Re-referred to Com. on L. GOV.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:**

Would prohibit, on and after January 1, 2020, the Fallen Leaf Lake Community Services District from providing any services or facilities except fire protection, including medical response and emergency services, and parks and recreation services or facilities.

**Position:** Watch

**CALAFCO Comments:** CALAFCO will watch this bill to determine if the outcome of the State Audit on this district will have an impact on all CSDs.

**AB 1457 (Reyes D) Omnitrans Transit District.**

**Current Text:** Introduced: 2/22/2019 [html](#) [pdf](#)

**Introduced:** 2/22/2019

**Status:** 3/14/2019-Referred to Coms. on L. GOV. and TRANS.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Calendar:**

4/10/2019 1:30 p.m. - State Capitol, Room 447 ASSEMBLY LOCAL GOVERNMENT, AGUIAR-CURRY, Chair

**Summary:**

Would create the Omnitrans Transit District in the County of San Bernardino. The bill would provide that the jurisdiction of the district would initially include the Cities of Chino, Chino Hills, Colton, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands,



Rialto, San Bernardino, Upland, and Yucaipa, and specified portions of the unincorporated areas of the County of San Bernardino. The bill would authorize other cities in the County of San Bernardino to subsequently join the district. The bill would require the district to succeed to the rights and obligations of the existing Omnitrans Joint Powers Authority and would dissolve that authority. The bill would require the transfer of assets from the authority to the district. The bill would provide for a governing board composed of representatives of governing bodies within the county and would specify voting procedures for the taking of certain actions by the board. The bill would specify the powers and duties of the board and the district to operate transit services, and would authorize the district to seek voter approval of retail transactions and use tax measures and to issue revenue bonds. The bill would enact other related provisions. By imposing requirements on the district and affected local agencies, the bill would impose a state-mandated local program. This bill contains other existing laws.

**Position:** Oppose unless amended

**CALAFCO Comments:** This is a special act district formation. The bill takes what is currently a JPA and transforms it into a special district. The bill specifically addresses annexations and detachments and dissolution processes that do not include LAFCo. Also of concern is the lack of specificity in the process for adding new board members when a territory is annexed.

**SB 654 (Moorlach R) Local government: planning.**

**Current Text:** Introduced: 2/22/2019 [html](#) [pdf](#)

**Introduced:** 2/22/2019

**Status:** 3/14/2019-Referred to Com. on RLS.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chapters
1st House				2nd House							

**Summary:**

Current law, the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, makes certain findings and declarations relating to local government organizations, including, among other things, the encouragement of orderly growth and development, and the logical formation and modification of the boundaries of local agencies, as specified. This bill would make nonsubstantive changes to these findings and declarations.

**Position:** Watch

**CALAFCO Comments:** This is a spot bill. The author indicates he has no plans to use this for LAFCo law.

**SB 780 (Committee on Governance and Finance) Local Government Omnibus Act of 2019.**

**Current Text:** Introduced: 2/28/2019 [html](#) [pdf](#)

**Introduced:** 2/28/2019

**Status:** 3/14/2019-Referred to Com. on GOV. & F.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chapters
1st House				2nd House							

**Summary:**

Current law requires the governing body of a public agency, within 70 days after the commencement of the agency's legal existence, to file with the Secretary of State, on a form prescribed by the secretary, and also with the county clerk of each county in which the public agency maintains an office, a specified statement of facts about the agency. Current law requires this information to be updated within 10 days of a change in it. Current law requires the Secretary of State and each county clerk to establish and maintain an indexed Roster of Public Agencies that contains this information. This bill would instead require the Secretary of State and each county clerk to establish and maintain an indexed Registry of Public Agencies containing the above-described information.

**Position:** Watch

**CALAFCO Comments:** This is the Senate Governance & Finance Committee's annual Omnibus bill.

Total Measures: 20

Total Tracking Forms: 20



# Marin Local Agency Formation Commission

Regional Service Planning | Subdivision of the State of California

## AGENDA REPORT

April 11, 2019

Item No. 7 (Business Item)

**TO:** Local Agency Formation Commission

**FROM:** Jason Fried, Executive Officer  
(On behalf of the Public/Technical Information Com. – Chair Kious, Vice Chair Brown, and Member Skelton)

**SUBJECT:** Approval of a Contract with New Vendor for Website Services

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### Background

The Commission at the December 13, 2018 meeting authorized the Public/Technical Committee to issue a Request for Qualifications (RFQ). The purpose of the RFQ was to determine what options may be available to LAFCo for its website services since the current contract with Civic Plus is set to expire in August 2019. The committee issued the RFQ on January 25, 2019. A bidders conference was held on February 14, 2019, where 5 firms attended. March 15, 2019, at 4pm all bids needed to be submitted. Six were submitted and then committee reviewed all bids and invited four of them to an interview to ask more questions about what they were proposing. After the interview stage was completed the Committee unanimously selected Streamline as the best choice for Marin LAFCo moving forward.

Streamline was selected because they are a provider who focuses on small government agencies in California, along with other states. The Streamline platform has checks built into it so we can easily tell by looking at a dashboard if the website is up to current government code and should regulations change they will make needed changes to the platform without us needing to ask. One can find more general background at [www.getstreamline.com](http://www.getstreamline.com).

Streamline will charge us a \$3000 one-time fee to transfer needed content from our current website to the new website they create for us. In addition, for its annual fee Streamline has a price structure based on the annual budget of the organization plus they have a discount for groups that a member of California Special District Association (CSDA). For members of CSDA who have an annual budget between \$500,000 and \$1,000,000, like us, the fee is \$100 per month. In addition, they have a \$10 a month domain name system (DNS) management fee should we wish to have them do this for us. Staff is currently talking with Marin Mac Tech who may have another solution to deal with the DNS that might be cheaper. Staff will report on and make a final recommendation on this item at the meeting so the Commission can decide which is better for LAFCo to use. Streamline has agreed to LAFCo standard professional services contract, see attachment, with no amendments.

LAFCo is still under contract with Civic Plus for our current website until August of this year. Should the Commission wish not to take any action our contract with Civic Plus has an auto-renew clauses unless 60

#### Administrative Office

Jason Fried, Executive Officer  
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San Rafael, California 94903  
T: 415-448-5877 E: [staff@marinlafco.org](mailto:staff@marinlafco.org)  
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Damon Connolly, Regular  
County of Marin

Dennis J. Rodoni, Regular  
County of Marin

Judy Arnold, Alternate  
County of Marin

Sashi McEntee, Chair  
City of Mill Valley

Sloan Bailey, Regular  
Town of Corte Madera

Matthew Brown, Alternate  
City of San Anselmo

Craig K. Murray, Vice Chair  
Las Gallinas Valley Sanitary

Jack Baker, Regular  
North Marin Water District

Lew Kious, Alternate  
Almonte Sanitary District

Vacant, Regular  
Public Member

Chris Skelton, Alternate  
Public Member

days notice is given. Should no notice be given come August we would be responsible to pay Civic Plus \$5,239 for another year of service.

**Staff Recommendation for Action**

1. Staff Recommendation – Authorize the Executive Officer to execute the attached contract with Streamline for website services and once contract is signed by all parties to give notice to Civic Plus that Marin LAFCo will not be extending the current agreement past its current contract period.
2. Alternate Option 1 - Give instructions to the Public/Technical information Committee or staff to review the selection and return with more information as directed by the Commission.
3. Alternate Option 2 – Decide not to take any action and let the automatic renewal of the Civic Plus contract occur.

Attachment:

1. Streamline Contract

**MARIN LOCAL AGENCY FORMATION COMMISSION  
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of March 26, 2019 by and between the Marin Local Agency Formation Commission, a public agency organized and operating under the laws of the State of California with its principal place of business at 1401 Los Gamos Drive, San Rafael, CA 94903 (“Commission”), and Streamline, a DBA of Digital Deployment, Inc., a California Corporation with its principal place of business at 2321 P Street, Sacramento CA 95816 (hereinafter referred to as “Consultant”). Commission and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

**RECITALS**

A. Commission is a public agency of the State of California and is in need of professional services for the following project:

Website design, migration, and monthly subscription of web services (hereinafter referred to as “the Project”).

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for Commission to retain Consultant to provide the services described herein.

**AGREEMENT**

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Services.

Consultant shall provide the Commission with the services described in the Scope of Services attached hereto as Exhibit “A.”

2. Compensation.

a. Subject to paragraph 2(b) below, the Commission shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit “B.”

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of a one-time migration fee of \$3,000 and monthly website hosting and support of \$110 per month including domain services. This amount is to cover all **printing** and related costs, and the Commission will not pay any additional fees for **printing** expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the Commission, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the

following manner: a letter outlining the changes shall be forwarded to the Commission by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the Commission and executed by both Parties before performance of such services, or the Commission will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by Commission.

5. Time of Performance.

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the Commission to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder within **60 days or less**. The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither Commission nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the Commission, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the Commission, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of Commission. No employee or agent of Consultant shall become an employee of Commission. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from Commission as herein provided.

11. Insurance. Consultant shall not commence work for the Commission until it has provided evidence satisfactory to the Commission it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the Commission.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement



- (8) Property Damage
- (9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give Commission, its officials, officers, employees, agents and Commission designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the Commission, and provided that such deductibles shall not apply to the Commission as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the Commission.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give Commission, its officials, officers, employees, agents and Commission designated volunteers additional insured status.

(iv) Subject to written approval by the Commission, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the Commission as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to

obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the Commission and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the Commission evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the Commission at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the Commission at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the Commission or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the Commission, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Commission, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the Commission and shall not preclude the Commission from taking such other actions available to the Commission under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the Commission, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the Commission, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Commission has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Commission will be promptly reimbursed by Consultant or Commission will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Commission may cancel this Agreement.

(iii) The Commission may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the Commission nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the Commission that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the Commission as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, Commission may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of Commission's choosing), indemnify and hold the Commission, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the Commission, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent

jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the Commission, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the Commission. Consultant shall defend, indemnify and hold the Commission, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Marin, State of California.

16. Termination or Abandonment

a. Commission has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, Commission shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. Commission shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by Commission and Consultant of the portion of such task completed but not paid prior to said termination. Commission shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to Commission only in the event of substantial failure by Commission to perform in accordance with the terms of this Agreement through no fault of Consultant.

18 Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the Commission.

19. Organization

Consultant shall assign Maria Lara as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the Commission.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

COMMISSION:

Marin Local Agency Formation Commission  
1401 Los Gamos Drive  
San Rafael, CA 94903  
Attn: Jason Fried

CONSULTANT:

Sloane Dell'Orto, co-founder  
Streamline  
2321 P Street, Sacramento CA 95816

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of Commission and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights,

burdens, duties or obligations without the prior written consent of Commission. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. Commission's Right to Employ Other Consultants

Commission reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Commission shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of Commission, during the term of his or her service with Commission, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

**[SIGNATURES ON FOLLOWING PAGE]**



**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE MARIN LOCAL AGENCY FORMATION COMMISSION  
AND STREAMLINE**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

MARIN LOCAL AGENCY FORMATION      Streamline  
COMMISSION

By: \_\_\_\_\_  
Jason Fried  
Executive Officer

Its:

By: \_\_\_\_\_  
Co-founder

Printed Name: Sloane Dell'Orto

ATTEST:

By: \_\_\_\_\_  
Board Clerk

## EXHIBIT A

### Scope of Services

Streamline will hold an initial phone call with client to determine what existing content should be included in the new website, set up the site with custom information architecture / navigation, and move desired content from old website to the new Streamline Web platform.

Once that is complete Streamline will “handoff” the site to client, which includes a remote training for Marin LAFCo staff via Zoom to teach staff how to manage the site, update content, post agendas, and everything else they are able to do on their new site.

When ready to go live, if Marin LAFCo chooses the domain concierge service (\$10 per month), Streamline staff will make all changes necessary. (This typically happens a week or two after the migration handoff, but is up to client discretion.) If client opts out of this service, they are able to make those changes themselves with the information provided by Streamline.

After site handoff, client will receive unlimited hosting and support on all issues related to the use of Streamline Web, and will also have access to the support portal and ticketing, knowledge base, and community forums. This is all included in the regular monthly subscription fee.

## EXHIBIT B

### Schedule of Charges/Payments

Consultant will invoice Commission as following: one-time migration fee of \$3,000 to be invoiced at beginning of service and to be paid during regular LAFCo payment schedule. Monthly invoices for \$110 will begin 14 days after beginning of service and will continue until / unless cancelled by LAFCo.

#### **Pricing breakdown:**

- One time fee: \$3,000
- Recurring monthly website subscription fee: \$100 (Based upon [published pricing](#), operating revenue, and confirmed membership with CSDA. (CSDA membership reflects a \$100 per month discount from regular price of \$200 per month - to continue to receive the discount, customer must maintain CSDA membership.)
- Recurring monthly domain / DNS management fee: \$10

Total one time fees: \$3,000

Total monthly subscription: \$110



# Marin Local Agency Formation Commission

## Regional Service Planning | Subdivision of the State of California

### AGENDA REPORT

April 11, 2019  
Item No. 8 (Business)

**TO:** Local Agency Formation Commission

**FROM:** Jason Fried, Executive Officer  
(On behalf of the Policy and Personnel Committee -Chair McEntee, Vice Chair Connolly, and Member Bailey)

**SUBJECT:** Approval of Newly Revised Policy Handbook and the Separation of Personnel Section

---

### Background

At the February 2019 Commission meeting, a new version of our Policy Handbook was presented for review. The Handbook uses the following principles as a guideline:

1. The policy handbook should reflect Marin LAFCo's particular interpretation of the statutes as pertains to Marin County jurisdictions;
2. Any language that is included in the Government Code or other applicable statutes should not be duplicated in the policy handbook;
3. As much as possible, the handbook should be written in succinct language with references to applicable code sections, aggregated together by topic to facilitate use by the general public;
4. The policy handbook should be usable by the public, member agencies, and the Commission to understand the policy bent of the commission on a particular topic;
5. The Commission should do a comprehensive review of the handbook every five (5) years or as necessary to maintain the above standards.

While the Policy Committee has done a lot of work on the Policy Handbook, there are some parts that will be updated later this year. The two main areas that will be reviewed later are the Special District Election section and the selection of the public seats. Since LAFCo is currently in process on these sections, it was best not to change them until both finish the current process they are in and then do a best practices review to determine if any changes were needed.

Finally, based on legal counsel opinion, the Personnel Section in the Policy Handbook will be separated from the Policy Handbook. More work is needed to be done on the Personnel Handbook and the Committee will work to bring an updated version at a future meeting. For now, the Commission should simply approve the Personnel Section as its own handbook until such time as revisions can be made.

**Administrative Office**  
Jason Fried, Executive Officer  
1401 Los Gatos Drive, Suite 220  
San Rafael, California 94903  
T: 415-448-5877 E: staff@marinlafco.org  
www.marinlafco.org

**Damon Connolly, Regular**  
County of Marin

**Dennis J. Rodoni, Regular**  
County of Marin

**Judy Arnold, Alternate**  
County of Marin

**Sashi McEntee, Chair**  
City of Mill Valley

**Sloan Bailey, Regular**

**Matthew Brown, Alternate**  
Town of San Anselmo

**Craig K. Murray, Vice Chair**  
Las Gallinas Valley Sanitary

**Jack Baker, Regular**  
North Marin Water District

**Lew Kiou, Alternate**  
Almonte Sanitary District

**Vacant, Regular**  
Public Member

**Chris Skelton, Alternate**  
Public Member

**Staff Recommendation for Action**

1. Staff Recommendation – Approve the attached Policy Handbook and the creation of a Personnel Handbook which currently shall be the Personnel Section from the last version of Policy Handbook.
2. Alternate Option 1 - Give instructions to the Policy and Personnel Committee or staff to review and return with more information as directed by the Commission.

Attachment:

- 1) Revised Policy Handbook

**MARIN COUNTY  
LOCAL AGENCY FORMATION COMMISSION**



**POLICY HANDBOOK  
POLICIES, PROCEDURES, AND GUIDELINES**

**ADOPTED**

**APRIL 11, 2019 (WAITING FOR COMMISSION APPROVAL)**

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# CHAPTER 1 INTRODUCTION

## 1.1 INTRODUCTION AND PURPOSE

The California Legislature requires local agency formation commissions, or LAFCos, to adopt policies and procedures to govern the implementation of the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 in all 58 counties. This Policy Handbook serves as Marin LAFCo’s principal document in outlining its policies consistent with the collective preferences of the Commission to promote and produce orderly local government. Nonetheless, Marin LAFCo reserves discretion in administering the Policy Handbook to remain responsive to unique and changing circumstances.







## 1.2 CONTACT INFORMATION

Marin LAFCo  
1401 Los Gamos Drive, Suite 220, San Rafael, California 94903  
(415) 448-5877  
[staff@marinlafco.org](mailto:staff@marinlafco.org)  
<http://www.marinlafco.org>  
Business Hours: 9 am to 5 pm, Monday through Friday





Because Marin LAFCo is a small governmental agency the office is sometimes closed during normal business hours when staff is in the field. Appointments to discuss proposals or other matters are strongly encouraged.

## 1.3 CURRENT COMMISSION ROSTER

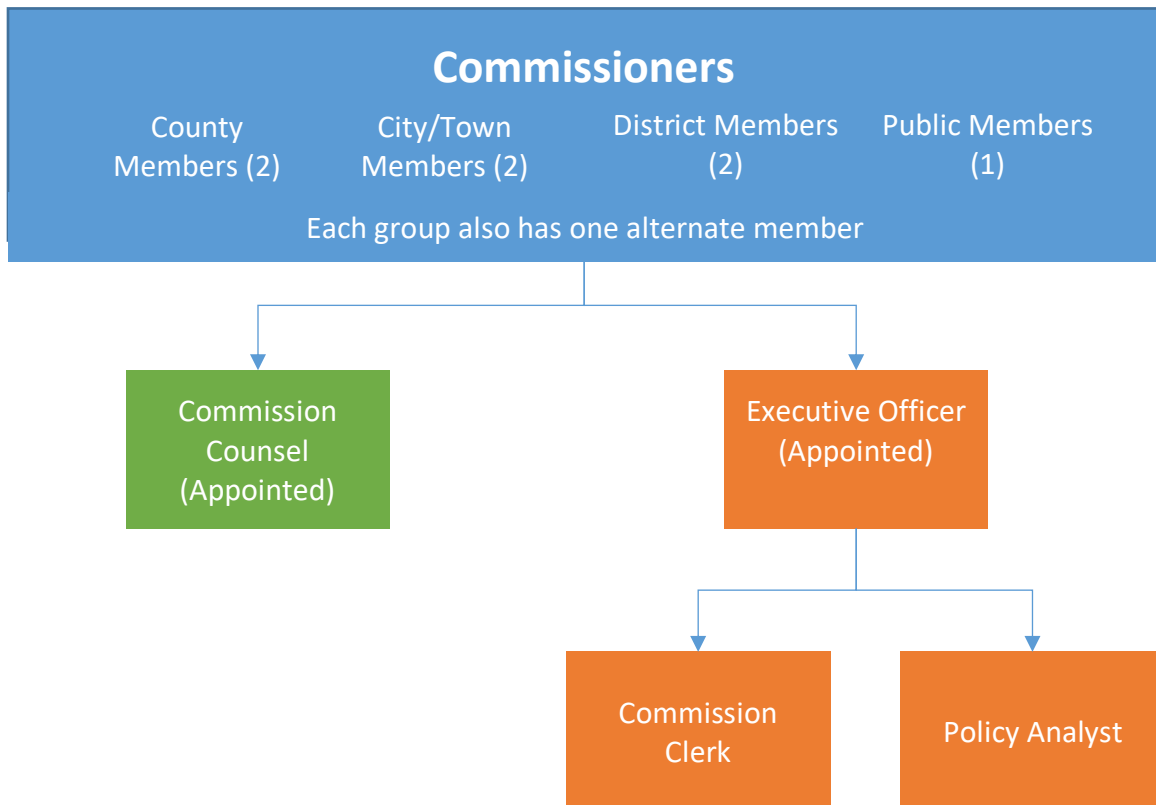
### Regular Members

						<b>(vacant)</b>
<b>Sashi McEntee</b> Chair City	<b>Craig Murray</b> Vice Chair Special Districts	<b>Sloan Bailey</b> City	<b>Jack Baker</b> Special Districts	<b>Damon Connolly</b> County	<b>Dennis Rodoni</b> County	<b>(Vacant)</b> Public

### Alternate Members

			
<b>Judy Arnold</b> County	<b>Matt Brown</b> City	<b>Lew Kious</b> Special Districts	<b>Chris Skelton</b> Public

## 1.4 ORGANIZATIONAL CHART



## 1.5 AUTHORIZED AMENDMENTS BY STAFF

Staff is authorized to make clerical changes to the Policy Handbook without needing Commission approval.

## CHAPTER 2 GENERAL AUTHORITY & MANDATE

### 2.1 MISSION STATEMENT

Marin LAFCo promotes and coordinates the efficient delivery of local governmental services and encourages the preservation of open space and agricultural lands.

### 2.2 LEGISLATIVE AUTHORITY AND DUTIES

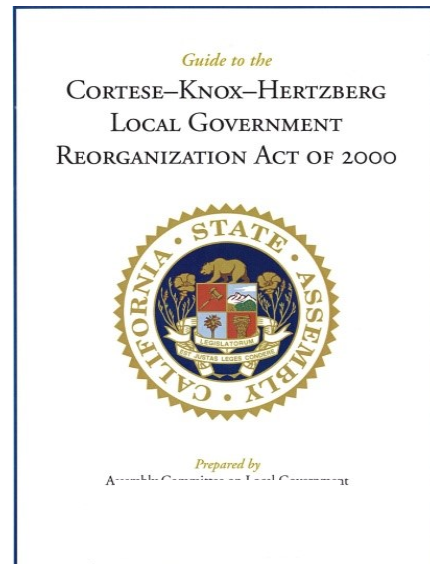
#### 2.2 (A) Responsibilities

Marin LAFCo is responsible for administering the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (CKH). This includes regulating and planning the orderly formation and expansion of local government agencies and their municipal service areas based on local conditions and circumstances. In carrying out its duties, LAFCo is required to balance orderly development with the competing state interests of discouraging urban sprawl, preserving open space and prime agricultural lands, efficiently extending government services, and providing housing for persons and families of all incomes (Government Code §56001).

Marin LAFCo is subject to a variety of State statutes aimed at accountable and open government. This includes, but is not limited to, the California Environmental Quality Act (CEQA), the Ralph M. Brown Act, and the Public Records Act.

#### 2.2 (B) Decision-Making

Decision-making at Marin LAFCo is directly vested with the 7-member Commission. State law specifies all Commission members shall exercise their independent judgment on behalf of the interests of the public as a whole and not on behalf of their appointing authorities (Government Code §56325.1).



## 2.3 LOCAL AGENCIES SUBJECT TO MARIN LAFCO JURISDICTION

Marin LAFCo has explicit jurisdiction over 65 local governmental agencies throughout Marin County. These agencies include 11 cities/towns, 30 independent special districts (directly elected board members), and 24 dependent special districts (board members appointed from other governmental agencies). A current listing of the local agencies subject to LAFCo’s regulatory and planning oversight follows.

Cities/Towns	Independent Special Districts	Dependent Special Districts
Belvedere Corte Madera Fairfax Larkspur Mill Valley Novato Ross San Anselmo San Rafael Sausalito Tiburon	Almonte Sanitary District Alto Sanitary District Bel Marin Key Community Services District Bolinas Fire Protection District Bolinas Community Public Utility District Homestead Valley Sanitary District Inverness Public Utility District Kentfield Fire Protection District Las Gallinas Valley Sanitary District Marin City Community Services District Marin County Resource Conservation District Marin Healthcare District Marin Municipal Water District Marinwood Community Services District Muir Beach Community Services District North Marin Water District Novato Fire Protection District Novato Sanitary District Richardson Bay Sanitary District Ross Valley Sanitary District (County Sanitary District 1) Sausalito-Marín City Sanitary District Sleepy Hollow Fire Protection District Southern Marin Fire Protection District Stinson Beach Fire Protection District Stinson Beach Water District Strawberry Recreation District Tamalpais Community Services District Tiburon Fire Protection District Tiburon County Sanitary District (County Sanitary District 5) Tomales Village Community Services District	Community Service Area 1 (Loma Verde) Community Service Area 6 (Santa Venetia) Community Service Area 9 (Northbridge) Community Service Area 13 (Upper Lucas Valley) Community Service Area 14 (Homestead Valley) Community Service Area 16 (Greenbrae) Community Service Area 17 (Kentfield) Community Service Area 18 (Gallinas Village) Community Service Area 19 (Unincorporated San Rafael Area) Community Service Area 20 (Indian Valley) Community Service Area 23 (Terra Linda) Community Service Area 25 (San Marin) Community Service Area 27 (Ross Valley) County Service Area 28 (West Marin) County Service Area 29 (Paradise Cay) Community Service Area 31 (Unincorporated Area) Community Service Area 33 (Stinson Beach) Corte Madera Sanitary District No. 2 Marin County Flood Control and Water Conservation District Marin County Parks Open Space District Murray Park Sewer Maintenance District San Quentin Village Sewer Maintenance District San Rafael Sanitation District

## 2.4 LOCAL AGENCIES NOT SUBJECT TO MARIN LAFCO JURISDICTION

State law exempts several types of local agencies from direct LAFCo oversight, including school districts, community college districts, assessment districts, improvement districts, community facilities districts (Mello Roos), air pollution control districts, bridge districts, highway districts, and transit districts.

Other types of local agencies that are indirectly overseen by LAFCOs include counties (typically through the operations and services of their surrogate dependent districts), as well as joint-powers authorities (JPAs) if their membership includes a city/town or district.

## CHAPTER 3 LAFCO BUSINESS AND OPERATIONS

### 3.1 SELECTION OF COMMISSIONERS

Marin LAFCo has seven regular voting Commissioners and four alternate members, consisting of:

- **2 City/Town Councilmembers**, selected as voting Commissioners by the Marin County Council of Mayors and Councilmembers (MCCMC), along with 1 alternate;
- **2 County Board of Supervisors**, selected as voting Commissioners by the Board of Supervisors, along with 1 alternate;
- **2 Special District Board Members**, selected by the special districts as prescribed below 3.1 (B), along with 1 alternate;
- **1 Public Member**, selected by the Commission as prescribed below, along with 1 alternate, for a four-year term.

Alternate members shall be automatically seated in the event of absence or disqualification of the regular member.

#### 3.1 (A) Procedures for Selection of Public Members

The public member and alternate public member shall be appointed by a majority vote of the regular LAFCo County, City, and Special District members.

- 3.1 (A)(i) Ninety (90) days prior to an appointment, the Executive Officer shall issue a news release announcing the pending vacancy on the Commission and solicitation of applications.
- 3.1 (A)(ii) The news release shall be mailed to the Marin Independent Journal and local newspapers within Marin County. Additionally, the news release shall be mailed to all current regular and alternate members of Marin LAFCo, the clerk or secretary of the Board of all local governments within Marin County and to community organizations including homeowners' associations and civic groups on file with the Marin LAFCo and shall be posted as provided by Government Code §56158.
- 3.1 (A)(iii) The application period shall be at least twenty-one (21) days and shall begin upon the date legal notice appears in the Independent Journal, a posting of the notice as provided by Government Code §56158, and notice sent to the clerk or secretary of the Board-.

Among other things, the notice/news release shall outline the function and purpose of the Commission, indicate the application filing period and invite interested persons to contact the Executive Officer for an application and information concerning the general duties and responsibilities of the public member.

- 3.1 (A)(iv) Interviews for pending vacancies for expiring terms should be held during the month of April prior to the May expiration date of the current member's term of office, if possible. A standard list of questions should be asked to each candidate as agreed to by the Commission. As required by the Ralph Brown Act, interviews shall be conducted in public sessions and formal selection shall be confirmed at a regular public meeting.
- 3.1 (A)(v) With respect to selection and eligibility criteria, and in addition to requirements under Government Code the public member shall be a resident-voter of Marin County and not currently an officer or employee of a local agency subject to Marin LAFCo jurisdiction. The public member shall also not concurrently hold any elected or appointed office with a local government agency that makes or informs land use or municipal service decisions while serving on the Commission. In selecting the public member, the Commission shall consider the candidate's qualifications as described in his or her letter of interest and the reasons listed for wanting to serve as a member of the Commission.
- 3.1 (A)(vi) In the event a vacancy occurs during the public member's term of office, a new appointment shall be made for the unexpired term in a timely manner. The Commission may: (a) Direct the Executive Officer to send out a news release announcing the vacancy and solicit applications for future consideration by the Commission; or (b) Appoint the alternate public member to serve as regular public member until the appointment and qualification of regular public member to fill the vacancy.

### **3.1 (B) Procedures for Selection of Special District Members**

Government Code §56332(c)(1) provides for selection of regular and alternate special district members by a mail ballot process when the Executive Officer determines that a meeting of the Special District Selection Committee is not feasible. Meetings of the Marin County Special District Selection Committee have previously failed to reach a quorum, indicating the infeasibility of Selection Committee meetings. Accordingly, it is the policy of Marin LAFCo to conduct selection proceedings of regular and alternate



---

special district members by a mail ballot process consistent with the procedures outlined below.

- 3.1 (B)(i) The Executive Officer shall initiate the mail ballot selection process for special district members 180 days prior to the pending expiration of the term of a special district member or immediately upon notification the eligibility of a special district member on Marin LAFCo will end prior to the expiration of his or her term.
- 3.1 (B)(ii) The Executive Officer shall initiate the mail ballot process by distributing to each independent special district a call for nominations, including a schedule of the selection process and a copy of this policy. Nominations must be submitted in writing by special district governing boards within 60 days of the date of the call for nominations. The submittal of a nomination must include a statement of the candidate's qualifications. With the prior concurrence of any special district, the Executive Officer may transmit these materials to and receive nominations from that special district by electronic mail.
- 3.1 (B)(iii) Within five working days of the close of the nomination period, the Executive Officer shall distribute by certified mail one ballot to each independent special district. The distribution of ballots shall include a statement of qualifications for each candidate on the ballot.
- 3.1 (B)(iv) Ballots may be submitted by mail or facsimile or electronic mail within 60 days of distribution of the ballots. A majority of independent special districts must cast ballots to select a special district member. Selection shall be made by majority of votes cast and a majority of independent special districts in Marin County.
- 3.1 (B)(v) Ballots cast by each special district must bear the signature of the district's presiding officer. If the presiding officer is unavailable, the district board may authorize another member of the board to cast the district's vote. Ballots may be returned to the Marin LAFCO office by mail or by facsimile or electronic mail.
- 3.1 (B)(vi) All ballots and other records of each selection process shall be retained in the Marin LAFCo office for at least four years and shall be available for public inspection.

- 
- 3.1 (B)(vii) When more than two candidates are nominated, the ballot form shall provide for selection by majority of votes cast through an "instant runoff" as follows:
- 3.1 (B)(vii)(1) Each district casting a vote shall rank the candidates in order of their preference. District boards would simply indicate a "1" next to their first choice, a "2" next to their second choice, a "3" next to their third choice etc.
  - 3.1 (B)(vii)(2) In counting the votes by the Executive Officer, all first choice votes are counted. If any candidate receives over 50 percent of the first choice votes, that candidate is selected as special district member.
  - 3.1 (B)(vii)(3) If no candidate receives a majority, then the candidate with the fewest "1" votes is eliminated. The ballots of the supporters of the eliminated candidate are then transferred to whichever of the remaining candidates they marked for their second choice. This process shall be continued until one candidate receives a majority and is selected as special district member.
- 3.1 (B)(viii) Should a vacancy occur during a special district member's term of office, a new appointment shall be made for the unexpired term of the special district member or alternate member according to the process above.

### **3.2 ROLE OF COMMISSIONERS**

Commissioners shall independently fulfill their responsibilities while serving on Marin LAFCo in the best interests of the general public, irrespective of interests of their appointing authorities. Alternate Commissioners are encouraged to take an active role in Marin LAFCo to help further inform all related discussions and actions and should attend all meetings if at all possible. Alternate members may not vote, however, unless a regular member, from the same representation category as the alternate, is absent or disqualified from participating in an open meeting of the Commission. An alternate member may participate in a closed session. However, alternate members may not vote or make a motion in closed session when the regular member(s) is (are) present.

### **3.3 DISQUALIFICATION AND CONFLICT OF INTEREST**

Pursuant to Government Code §56336, a commission member or alternate of a city/town or special district shall not be disqualified from acting on a proposal affecting that city, town, or the special district. A regular or alternate Commissioner shall only be disqualified from voting on matters in which the Commissioner has a financial interest, when it is reasonably

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foreseeable that such interest may be materially affected by the decision, as provided by the Political Reform Act.

### **3.4 COMMISSIONER COMPENSATION**

#### **3.4 (A) Stipends**

Commissioners shall receive a stipend of \$125 per regular or special meeting of Marin LAFCo and for each day of attendance at standing or ad hoc Commission committee meetings. Alternate commissioners shall receive an equal stipend for attending regular or special meetings irrespective of voting status. Commissioners shall not receive more than five stipends per month.

#### **3.4 (B) Expense Reimbursements**

Stipends shall be in lieu of claiming reimbursements for actual expenses related to meetings. Commissioners shall receive reimbursement for reasonable and necessary expenses incurred in performance of official Commission business, including attendance at CALAFCO conferences or training sessions. Reasonable and necessary expenses shall include the costs of transportation, lodging, food, communications, training or events related to service on the Commission.

Claims for expense reimbursement for Commissioners shall be submitted to Staff for processing. Claims for expense reimbursement for all staff members shall be submitted to the Chair for approval and returned to staff for processing. Disputes regarding reimbursable expenses shall be resolved by the Chair or his/her designee. All expense claims shall be submitted with the use of a standard expense claim form approved for use by the Commission.

### **3.5 ELECTION OF OFFICERS**

#### **3.5 (A) Selection and Duties of the Chair**

Annually at the first regular meeting in or immediately after May, Marin LAFCo shall elect a Chair from among its members by majority vote. The Chair shall serve until a successor is duly elected. The Chair shall preside at all meetings of the Commission and conduct the business of the Commission in the manner prescribed by law and by these rules. The Chair shall preserve order and decorum and shall decide all questions of order and procedure subject to the confirmation of a majority of the Commission. Other duties of the Chair include all of the following activities:

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- 3.5 (A)(i) Serve as the immediate supervisor for the Executive Officer on behalf of the entire Commission;
  - 3.5 (A)(ii) Make appointments to committees as needed;
  - 3.5 (A)(iii) Call special meetings of the Commission as needed;
  - 3.5 (A)(iv) Approve emergency outside service extensions consistent with the procedures outlined in this Policy Handbook; and
  - 3.5 (A)(v) Perform ceremonial duties on behalf of Marin LAFCo.

### **3.5 (B) Selection and Duties of the Vice Chair**

Annually at the first regular meeting in or immediately after May, Marin LAFCo shall elect a Chair from among its members by majority vote. The Vice-Chair shall have all of the powers and duties of the Chair during the absence of the Chair or the Chair's inability to act.

## **3.6 APPOINTMENT AND DUTIES OF EXECUTIVE OFFICER**

Marin LAFCo shall appoint its own Executive Officer to administer the day-to-day business of the agency and all other duties as prescribed in an employee contract and as directed under Government Code §56384(a). The Executive Officer is an at-will position. If the Executive Officer is subject to a conflict of interest, the Commission shall appoint an Alternate Executive Officer to advise Marin LAFCo for a specific project.

## **3.7 APPOINTMENT AND DUTIES OF COMMISSION COUNSEL**

Marin LAFCo shall appoint its own Commission Counsel to advise the agency on all related matters as directed under Government Code §56384(b). If the Commission Counsel is subject to a conflict of interest, the Commission shall appoint Alternate Counsel to advise Marin LAFCo for a specific project.

## **3.8 COMMISSION MEETINGS**

Regular meetings of Marin LAFCo shall be calendared every 12 months by the Commission at its December meeting. Regular meetings may be held either monthly or every other month on the second Thursday and based on anticipated workload. Whenever a legal holiday falls on a regular meeting date, an alternate meeting date will be selected. All regular meetings shall be called to order at 7:00 P.M. and held in Marin Clean Energy's Board Room at 1125 Tamalpais Avenue, San Rafael, unless advertised differently. Notice of all regular meetings shall be provided no less than 72 hours in advance.

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### 3.8 (A) Special Meetings

A special meeting may be called at any time by the Chair or by a majority of the members of the Commission. Notice of such meeting must be delivered to Commissioners personally or by mail at least twenty-four (24) hours before the time of such meeting. The call and notice shall specify the time and place of the special meeting and the business to be transacted. No other business shall be considered at such special meeting, unless permitted by the Brown Act.

### 3.8 (B) Conducting of Meetings

- 3.8 (B)(i) **Meeting Quorum:** A majority of the members of the Commission (four members) constitutes a quorum for the transaction of business. In absence of a quorum, the Executive Officer shall adjourn the meeting to a stated time and place.
- 3.8 (B)(ii) **Vote Requirements:** No act of the Commission shall be valid, legal or binding unless a majority of the Commission members present and voting concur therein.
- 3.8 (B)(iii) **Commission Actions:** The Commission may act by resolution or motion. All final determinations of the Commission on spheres of influence, change of organizations, outside service extensions, municipal service reviews, contracts, standards and procedures, and budget adoptions shall be made by resolution.
- 3.8 (B)(iv) **Voting Procedures:** The roll need not be called in voting upon a motion or adoption of a resolution except when requested by a member or if required under the Brown Act. Prior to calling the roll, the Commission Clerk or his/her designee shall repeat the motion for the record.
- 3.8 (B)(v) **Consent Calendar:** Routine proposals that do not require a public hearing may be placed on a Commission consent calendar at the discretion of the Executive Officer. Approval of the consent calendar shall be made in one action that includes two motions involving: (1) Commission acknowledgment of environmental consequences and analysis followed by; (2) Commission approval of the basic proposal. Matters placed on the consent calendar may be removed by any Commissioner or member of the public in order to allow general discussion and more detailed review of the proposal.

- 3.8 (B)(vi) **Parliamentary Procedure:** Except as herein otherwise provided or as provided in law, the parliamentary proceedings of the Commission shall be governed by the latest edition of "Rosenberg's Rules of Order." However, no resolution, proceedings, or other action of the Commission shall be invalid or the legality thereof otherwise affected by the failure of the Commission to observe or follow such rules.
- 3.8 (B)(vii) **Public Participation:** All meetings of the Commission shall be open to the public and adhere to the requirements of the Ralph Brown Act. The Chair may regulate the order of any public testimony and limit the time allowed to each person desiring to speak subject to the assent of a majority of Commissioners present.

### 3.8 (C) Off-Site Meetings and Workshops in Affected Communities

From time to time, Marin LAFCo initiates special studies or considers applications that generate substantial public interest. These issues usually have significant regional implications and have periodically prompted the Commission to hold meetings in the affected community. Meetings in the community foster public input and make the LAFCo process readily available to citizens. A majority of the Commission shall approve the scheduling of an off-site meeting of the Commission.

## 3.9 COMMISSION COMMITTEES

Marin LAFCo shall regularly utilize standing and ad hoc committees to help evaluate and inform the Commission on various matters pertinent to the agency in fulfilling its regional growth management responsibilities and duties. All work and recommendations shall be advisory and subject to formal approval by the Commission.

### 3.9 (A) Standing Committees

Marin LAFCo shall maintain the following four standing committees on an annual basis with appointments and/or reappointments made at the beginning of each calendar year. All meetings of the standing committees shall comply with the Brown Act and conduct business in noticed and open public meetings. The Executive Officer shall be responsible for scheduling and staffing these committee meetings as needed.

- 3.9 (A)(i) **Budget and Work Plan:** This Committee shall review and prepare recommendations on fiscal year work plans and operating budgets for formal presentation and adoption by the Commission in April (proposed) and June (final). The Committee shall include three members (regulars or alternates) that comprise appointments from each funding category on Marin LAFCo

(county, city/town, and special district). The term of the Budget Committee shall extend through the adoption of a final budget for the affected fiscal year.

- 3.9 (A)(ii) **Policy and Personnel:** This Committee shall review and prepare revisions for Commission consideration on Marin LAFCO's adopted Policy Handbook to address new statutes as well as help ensure appropriate implementation of LAFCo law in Marin County. The Committee shall also convene as necessary in open or closed session to address personnel issues as requested by the Chair. The Committee shall include three members (regulars or alternates) with one appointment reserved for either the Chair and/or Vice Chair.
- 3.9 (A)(iii) **Legislative:** This Committee shall review and provide possible position recommendations on current or pending legislation matters directly affecting LAFCo law or laws LAFCOs help to administer, with particular focus on items of specific interest in Marin County. The Committee shall include three members (regulars or alternates).
- 3.9 (A)(iv) **Public/Technical Information:** This Committee shall review and provide direction to staff on website design and improvements and other social media+ communications platforms. The Committee shall also review and provide recommendations to the Commission on recommended capital purchases involving computers and related programs. The Committee shall include three members (regulars or alternates). Termed tasks, including the selection of vendors for specific projects, may be overseen by the Committee on an ad hoc basis.

### 3.9 (B) Ad Hoc Committees

Marin LAFCo shall utilize ad hoc committees as needed and specific to defined and limited-term topics as assigned by the Commission at public meetings.

## 3.10 BUDGET PROCESS

It is the policy of Marin LAFCo to provide local agencies and the public full opportunity to participate in the development and adoption of its annual budget.



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### 3.10 (A) Budget Objectives

In the course of adopting and amending its annual budget, Marin LAFCo will strive to balance effectively and proactively fulfilling its regulatory and planning responsibilities while taking measures to limit new cost-impacts to the funding agencies.

### 3.10 (B) Procedures

- 3.10 (B)(i) The Budget Committee shall prepare and present a proposed budget and accompanying workplan for adoption by Marin LAFCo no later than May 1st at a noticed public hearing as provided under Government Code §56381.
- 3.10 (B)(ii) Following adoption, Marin LAFCo's proposed budget and workplan will be made available for review by the public, the Board of Supervisors, each city/town, and each independent special district for a minimum of 45 days.
- 3.10 (B)(iii) Staff will provide an opportunity for informal discussion of the adopted proposed budget by the Commission within the 45-day circulation period.
- 3.10 (B)(iv) Marin LAFCo will hold a public hearing for consideration and final action on the budget and accompanying workplan no later than June 15th as provided under Government Code §56381. Following adoption, a certified copy of the adopted final budget shall be transmitted to the Board of Supervisors, the County Auditor, each city/town, and to each independent special district.
- 3.10 (B)(v) The County Auditor shall apportion the net costs of Marin LAFCo's budget to the County, cities/towns, and independent special districts under the provisions of Government Code §56381.
- 3.10 (B)(vi) If the County, a city/town or an independent special district does not remit its required payment within 60 days of notice, the Executive Officer shall request that the County Auditor collect an equivalent amount from the property tax, or any fee or eligible revenue owed to that county, city/town or district pursuant to Government Code §56381(c).

- 3.10 (B)(vii) Marin LAFCo will strive to maintain an unrestricted reserve account balance of approximately 20% of budgeted expenses for purposes including, but not limited to, unanticipated legal fees, unrealized application fee revenue, special studies, and environmental review.

### 3.11 FEE SCHEDULE

Marin LAFCo will maintain a schedule of fees to reasonably recover the agency's costs in fulfilling its regulatory and planning responsibilities. Marin LAFCo shall periodically review the fee schedule and consider amendments therein no less than every two years.

### 3.12 PROCUREMENT

The Executive Officer is delegated purchasing authority on behalf of Marin LAFCo for goods and supplies not to exceed \$3,000 per transaction or \$5,000 per fiscal year for any one service provider or vendor. The Commission shall approve any purchase of goods, supplies, and/or services that exceed the monetary limits set forth in this section and may choose to utilize a competitive bid process (i.e., request for proposal) for these purchases at its discretion.

### 3.13 FINANCIAL ACCOUNTING AND INTERNAL CONTROLS

Marin LAFCo maintains and records all financial transactions and is guided by the following accounting controls and procedures.

#### 3.13 (A) Administration

- 3.13 (A)(i) Marin LAFCo shall be solely responsible for the financial management and accounting therein of the Commission's funds with day-to-day responsibility therein delegated to the Executive Officer.
- 3.13 (A)(ii) Marin LAFCo shall use the County of Marin and its Treasurer Division to serve as a central depository for all collected revenues from each ~~jurisdiction~~ jurisdiction within Marin LAFCo. This account ("County Account") shall maintain Marin LAFCo's fund balance (or reserves) and be used to process payroll through the County Auditor Division unless otherwise directed by the Commission. Transactions involving this account are subject to the authorization requirements specified in this Policy Handbook

3.13 (A)(iii) Marin LAFCo shall use one or more local commercial banks for the purpose of receiving transfers from the account maintained with the County of Marin and its Treasurer Division. These accounts (“Operating Accounts”) shall be used to make direct payments relating to the Commission’s operating costs. Marin LAFCo shall maintain and operate two checking accounts with a local commercial bank as designated by the Commission and termed Primary and Secondary Operating Accounts.

### 3.13 (B) Authorizations and Balance Limits

3.13 (B)(i) **County Account:** All deposits to this account shall be reviewed and approved by the Executive Officer or the Chair (in the absence of the Executive Officer). There shall be no balance limit on this account. Any transfers or related transactions of monies out of this account shall require majority approval by the Commission at a public meeting.

3.13 (B)(ii) **Primary Operating Account:** This account shall serve as the Commission’s main operating fund to make payments and related disbursements on budgeted operating costs that are more than \$3,000.00 per single occurrence. The balance limit on this account shall not exceed the adopted annual operating budget at any one time as set by the Commission. Any transfers or related transactions of monies out of this account shall require two signatures: the Chair and the Executive Officer unless it is for purposes stated in Policy Handbook Section 3.13 (B)(iii) state below.

3.13 (B)(iii) **Secondary Operating Account:** This account shall serve to expedite payments for budgeted operating costs that are less than \$3,000.00 per occurrence. When book-keeping indicates the fund balance for this account will go below zero the staff can transfer \$6,000.00 at any one time. Any transfers or related transactions of monies out of this account shall require only the signature of the Executive Officer or the Chair.

### 3.13 (C) Reconciliations and Reporting

Marin LAFCo shall reconcile account statements in QuickBooks on a monthly basis by someone other than the Executive Officer, such as a contract bookkeeper. All checks and payments authorized pursuant to this Policy Handbook shall be reported to the Commission at the next available meeting for formal ratification.

### 3.13 (D) Check Stock

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Check stock for Marin LAFCo's commercial checking accounts shall be maintained in a locked drawer in the Executive Officer's office. Access to the check stock shall be limited to the Executive Officer, and authorized bookkeeper.

### **3.13 (E) Expenditures and Disbursements**

- 3.13 (E)(i) Marin LAFCo shall process all invoices, claims, disbursements, and receipts utilizing its own financial accounting system through QuickBooks. The Executive Officer or authorized bookkeeper initiates the payment and the Executive Officer approves, as appropriate, within the confines of the adopted Marin LAFCo budget or by approval of the Commission.
- 3.13 (E)(ii) If a payment is a reimbursable expense to a staff member, prior authorization must be received by the Executive Officer or Chair before payment can be initiated. If a payment is a reimbursable expense to the Executive Officer, prior authorization must be received by the Commission Chair.
- 3.13 (E)(iii) Credit card and other lines of purchases shall not exceed parameters set by Marin LAFCo procurement policies and shall comply with all payment terms.
- 3.13 (E)(iv) The Chair, Vice Chair, and Executive Officer are authorized users of the Marin LAFCo credit card(s) and other lines of credit.
- 3.13 (E)(v) All disbursements must include original documentation.

### **3.13 (F) Revenues**

The Executive Officer shall be responsible for providing notice to the County of Marin Finance Department of the adopted operating budget total to be collected from the local agencies.

### **3.13 (G) Payroll and Benefits Administration**

Marin LAFCo determines pay and benefits for all employees with consideration given to pay and benefits for comparable positions with the County of Marin. At the present time, and at its sole discretion, Marin LAFCo utilizes the County of Marin and its contractors (including the Marin County Employee Retirement Association) to administer payroll and benefits.

### **3.13 (H) Capital Asset Management**

- 3.13 (H)(i) **Capitalization Policy:** Physical assets acquired through purchase or contribution with fair market value in excess of \$1,500.00 are capitalized as fixed assets on the financial statements and accounted for at their historical costs. All fixed assets, with the exception of land, are subject to depreciation over their estimated useful lives.
- 3.13 (H)(ii) **Fixed Assets Inventory:** All capitalized fixed assets shall be recorded in a property log, maintained by the Commission Clerk and including date of acquisition, acquisition type (purchase or contribution), description (color, model, serial number), location, depreciation method, and estimated useful life. The Commission Clerk shall perform a physical inventory of all capitalized assets on an annual basis. This physical inventory shall be reconciled to the property log and adjustments made as necessary with approval by the Executive Officer. If a fixed asset is sold, donated, stolen, or otherwise removed, the inventory will be duly updated.
- 3.13 (H)(iii) **Depreciation Policy:** Fixed assets shall be depreciated over their estimated useful lives as determined by the Executive Officer. Depreciation expense shall be calculated on an annual basis. The following depreciation schedule is suggested:

Fixed Asset	Estimated Useful Life
Furniture and fixtures	10 years
General office equipment	5 years
Computer hardware	5 years
Computer software	3 years
Leased assets	Life of lease

- 3.13 (H)(iv) **Repairs of Fixed Assets:** Expenses to repair capitalized assets shall be expensed as incurred if the repairs do not materially add to the value of the item or materially prolong the estimated useful life of the item.

### 3.13 (I) Financial Reporting & Annual Audit

The Executive Officer shall present financial reports to the Commission at all regular meetings identifying actual year-to-date expenses and revenues relative to adopted budgeted amounts.

Marin LAFCo shall utilize an independent auditor to prepare annual or biennial financial statements. The audit report, including the firm's opinion, shall be presented to the Commission for formal acceptance. Marin LAFCo shall select a different independent auditor no less than every five years. The Commission may waive this requirement upon a majority vote of the membership at a public meeting.

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### 3.13 (J) Fraud Prevention

It is the policy of Marin LAFCo to follow ethical, responsible, and reasonable procedures related to purchasing, claims, money management and other financial matters. For purposes of this section, fraud is defined as the intentional, false representation or concealment of a material fact for the purpose of personal gain or for the purpose of inducing another to act upon it to his or her injury.

Each Marin LAFCo employee and Commissioner should be familiar with the types of improprieties that might occur within his or her area of responsibility and be alert for any indication of irregularity. Any fraud that is suspected or detected shall be reported to the Chair and, alternatively, to the Executive Officer or LAFCo Legal Counsel. Examples may include, but are not limited, to any of the following:

- Any dishonest or fraudulent act.
- Forgery or alteration of any document or account belonging to Marin LAFCo.
- Forgery or alteration of a check, bank draft, or any other financial document.
- Misappropriation of funds, securities, supplies, equipment, or other assets of Marin LAFCo.
- Impropriety in the handling or reporting of money or financial transactions.
- Disclosing confidential or proprietary information to outside parties.
- Accepting or seeking anything of material value from contractors, vendors, or persons providing goods or services to Marin LAFCo.
- Destruction, removal or inappropriate use of records, furniture, fixtures and equipment belonging to Marin LAFCo.
- Any similar or related irregularity.
- Personal use of the Marin LAFCo credit card.

Responsibility for investigating suspected fraudulent acts may be conducted by the Executive Officer, Commission Chair, LAFCo Legal Counsel, and/or other internal or external party as necessary. If an investigation substantiates that fraudulent activity has occurred, the investigating authority will issue a report to the Commission for further action.

### 3.14 RECORDS RETENTION

The various forms of records created and received by Marin LAFCo shall be retained for minimum time periods as specified in adopted written procedures and maintained at the LAFCo office. Records extending beyond time periods specified in these written procedures will be subject to disposal.

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## 3.15 LEGISLATIVE MATTERS

### 3.15 (A) Process

Under ideal circumstances, newly introduced or identified legislation that may directly or indirectly impacting Marin LAFCo, is to be designated by Executive Officer for further review. Such applicable legislation shall then be presented to and reviewed by the Legislative Committee. Finally, the Legislative Committee shall then offer recommendations to the full Commission for approval. This ideal process may be altered or modified if the legislation is time sensitive situation (insert policy #).

### 3.15 (B) Formal Position on Legislation

LAFCo shall take one of the following positions:

- 3.15 (B)(i) **Support** - A position given to bills that the Commission believes are consistent with or would further Marin LAFCo policy positions or implementation of the Cortese-Knox-Hertzberg Act, would benefit Marin LAFCo, or reflects good governance principles as public policy.
- 3.15 (B)(ii) **Neutral** - A position given to bills that have no direct impact upon Marin LAFCo or have been sufficiently amended to remove Marin LAFCo support or opposition, but for which the sponsor and/or legislative author requests a position from Marin LAFCo.
- 3.15 (B)(iii) **Watch** - A position given to bills that are of interest to Marin LAFCo but do not directly affect Marin LAFCo at that time, including spot bills or two-year bills where the author has indicated that the bill will be amended or the subject area may change to impact Marin LAFCo (also known as gut and amend bills). These bills will be tracked but do not warrant taking a position at that time.
- 3.15 (B)(iv) **Oppose** - A position given to bills or propositions that the Commission believes would be detrimental to the policy position or implementation of the Cortese-Knox-Hertzberg Act, or Marin LAFCo, or to good governance principles as public policy.
- 3.15 (B)(v) **Support/Oppose Unless Amended** - A position given to bills for which a support or oppose position could be taken if amendments were made to address identified concerns of the Commission. This may include changing a previously stated Marin LAFCo position. This position can be changed by the Executive Director if identified amendments are presented and accepted by



the legislator. Timeliness is usually important in responding to requests on these types of bills.

- 3.15 (B)(vi) **No Position** - A position given to bills that either are of interest to or have an impact on Marin LAFCo and for which no adopted position is possible and for which there is a clear lack of consensus amongst the Commission on the appropriate position. This may include situations in which a substantive number of Commissioners have divergent positions or policy issues of concern with proposed legislation and no final consensus position is possible.
- 3.15 (B)(vii) **Alignment with CALAFCO** - A position for bills that have little to no impact on Marin LAFCo but where CALAFCO has taken a position and Marin LAFCo wishes to be supportive of other LAFCOs across the state. As the legislative process moves forward, the Executive Officer shall send in letters in support of the CALAFCO position as requested by CALAFCO. Should CALAFCO change positions, then Marin LAFCo shall automatically change position to mirror.

### 3.15 (C) Resource Priorities

Given the limited resources of Marin LAFCo, any bill that the Commission takes action on shall be given one of the following priorities:

- 3.15 (C)(i) **Priority 1** - Bills ~~which~~that have highest importance and a direct impact on Marin LAFCo. These bills receive primary attention and comprehensive advocacy by the Executive Officer and Commissioners. Such advocacy may include letters of position, testimony in policy committees, contact with legislators, and grassroots mobilization to members of the legislator. This level requires the greatest resource commitment.
- 3.15 (C)(ii) **Priority 2** - Bills ~~which~~that have a significant impact on or are of interest to Marin LAFCo, may set a policy precedent or have impact relevant to the mission of Marin LAFCo, or have a major importance to a CALAFCO member or group of members or constituents. These bills receive position letters and testimony to policy committees as time permits or upon request of the author or sponsor.
- 3.15 (C)(iii) **Priority 3** - Bills ~~which~~that have an interest to Marin LAFCo (or CALAFCO) but are deemed to be of a lower priority as to time and effort resources for advocacy. If requested by a member or stakeholder, Marin LAFCo will send a position letter but will not

testify unless unusual circumstances arise and if time allows. All bills where the Commission has taken an alignment with CALAFCO position, shall by default be a Priority 3 bill unless another priority level is designated.

### **3.15 (D) Time-Sensitive Situations**

In the absence of an opportunity for a timely meeting by the Committee or Commission, the Executive Officer may take a position, or change a previously taken position, on a bill with the concurrence of the Legislative Committee Chair or in the absence of the Chair the Vice Chair. The Committee and Board shall be informed of such an action as soon as practically possible to ensure the Committee and Board have up to date information on the legislative positions. Such decisions should be made only when deemed necessary due to urgent issues or circumstances, and when consideration and a vote of the Committee and/or Board is not possible due to the timeliness of the actions occurring as part of a fluid legislative process.

## **CHAPTER 4      EVALUATION OF CHANGE OF ORGANIZATION PROPOSALS & OTHER REGULATORY ACTIVITIES**

### **4.1      ANNEXATION TIMING POLICY**

Marin LAFCo discourages change of organization proposals that involve annexations of undeveloped or underdeveloped lands to urban service providers unless special circumstances warrant otherwise. This policy does not apply to proposals in which the affected lands are subject to a specific and or known development plan or agreement under consideration by a land use authority. This policy does not apply to city annexation proposals in which the affected lands are part of an unincorporated island as determined by Marin LAFCo.

### **4.2      CONSOLIDATION POLICY**

It is the intent of Marin LAFCo to encourage the efficiency of local government organization through the elimination or consolidation of small, single-purpose special districts. Accordingly, wherever the full range of urban services is required, general-purpose governments, such as cities and community service districts, are preferred to one or more limited-purpose special districts for the provision of services. Additionally, where provision of a service by a general-purpose local government is not practical, Marin LAFCo favors the consolidation or reorganization of small, single-purpose special districts when such consolidation can be shown to reduce aggregate costs of service and/or improve local government accountability.

### **4.3      URBAN-CENTERED POLICY**

It is the intent of Marin LAFCo to strengthen the role of city governments in the provision of urban services. It is also the intent of Marin LAFCo to direct and prioritize urban development and uses to the developed and developing areas along the Highway 101 corridor. In the Highway 101 corridor, general-purpose governments are preferred over limited-purpose special districts for the provision of services.

### **4.4      ESTABLISHMENT OF NEW LOCAL AGENCIES POLICY**

Marin LAFCo discourages the proliferation of local governmental agencies and the existence of overlapping public service responsibilities. Marin LAFCo discourages the formation of new special districts where service can be efficiently provided by existing local government agencies.

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## 4.5 AGRICULTURAL LANDS POLICIES

Marin LAFCo discourages the annexation of lands currently engaged in the substantial production of food, fiber, or livestock, or qualify as agricultural land to a city or a special district for the purpose of promoting urban development. Development of existing vacant or non-prime agricultural lands for urban uses within a city's and/or special district's jurisdiction or sphere of influence should be encouraged before any proposal is approved that would lead to the urban development of existing agricultural or open-space lands that are outside of the city's and/or special district's jurisdiction or sphere of influence.

## 4.6 PREZONING POLICY

As required by State law, applicants whose proposals include annexation to a city shall obtain pre-zoning approval from the city or present evidence the existing development entitlements on the territory are vested or already at build-out relative to the city's general plan. The city shall generally serve as lead agency for environmental review in such cases, and proof of environmental documentation and certification shall accompany the application (Government Code §56375(a)(7)).

## 4.7 COUNTY SERVICE AREA POLICY

A County Service Area (CSA) special district may be formed when unincorporated areas that are located outside municipal sphere of influence boundaries desire extended urban-type services, including police and fire protection from the County of Marin. Nonetheless, unincorporated lands located within a municipal sphere-of-influence boundary should not be eligible to receive extended urban-type services from the County in the form of a CSA except when: (a) evaluation on a case-by-case basis justifies creation and (b) the affected city or special district, by letter, expresses approval of such action. (Originally Adopted: July 13, 1977; Revised: January 13, 1983)

## 4.8 REORGANIZATION (DUAL ANNEXATION) POLICY

Annexations of unincorporated land to special districts that provide services necessary for urban development shall require concurrent or subsequent annexation to a city if the land is located within the city's sphere of influence. (As Approved by LAFCo on October 11, 2001)

### 4.8 (A) Policy Intent

The underlying intents of this policy are to allow Marin LAFCo to:

- 4.8 (A)(i) Encourage orderly growth and development by determining logical and timely boundary changes of local agencies.

- 4.8 (A)(ii) Make boundary decisions in the long-term best interests of the efficient delivery of local services and the assignment of appropriate local political responsibility for those services pursuant to Government Code §56001.
- 4.8 (A)(iii) Provide for the orderly implementation of adopted city and special district spheres of influence.
- 4.8 (A)(iv) Restrict extension of urban services to areas within cities or to unincorporated areas where County-adopted planning policies support provision of urban services for that area.

#### **4.8 (B) Policy Application**

This policy will be applied to annexations and reorganizations affecting property located within a city's sphere of influence. Implementation of this policy may be deferred at the discretion of Marin LAFCo through an agreement between the city and the property owner providing for future annexation by the city. Approval of such boundary changes will comply with this policy upon execution of such an agreement.

#### **4.8 (C) Written Notice To Affected Agencies**

Staff shall provide written notice to affected agencies of the applicability of this policy with a request for agency comment on the proposal. Additional time (within timeframes specified in CKH) will be extended for response by the affected city/town council if requested.

#### **4.8 (D) Applicant Compliance**

Applicants may comply with this policy either by filing application for a reorganization that includes annexation to both the special district and the city, or by filing application for district annexation only with a request for deferral of this policy. If the proposal is approved, Marin LAFCo may attach conditions providing for city annexation at a later date.

#### **4.8 (E) Request for Delayed Implementation**

Applicants seeking delayed implementation of the policy shall make the request in writing at the time of application and state the reasons in support of the request. The applicant's request for deferral will be circulated to all affected agencies for comment for a minimum of 60 days. LAFCo staff will extend the comment period for an additional 30 days at the request of an affected agency. Marin LAFCo will give great weight to the comments of any affected agency objecting to the action. Applicants will retain the option of amending their proposal up to the issuance of the Certificate of Filing (scheduling a hearing before LAFCo) for the proposal.

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#### 4.8 (F) Conditions for Deferral

Marin LAFCo may defer the requirement for annexation to the city if the Commission determines that three specific conditions have been met:

- 4.8 (F)(i) The County Board of Supervisors has adopted plans or policies specifically for the subject area that support the extension of urban services (e.g., community plan or designated urban service area).
- 4.8 (F)(ii) All affected agencies have been notified and given adequate time to review and comment on the proposed annexation.
- 4.8 (F)(iii) The application of the policy at the present time would result in illogical boundaries or inefficient provision of local services.

#### 4.8 (G) Unincorporated Island Annexation Policy

Marin LAFCo encourages annexations of unincorporated areas or “islands” to cities entirely or substantially surrounded by the affected corporate limits. Whenever applicable, Marin LAFCo shall consider making amendments to all city annexation proposals involving affected lands to further reduce and/or eliminate islands to provide more orderly local governmental boundaries and cost-efficiencies.

Marin LAFCo will disapprove any city annexation proposal that would create a new entirely surrounded island unless this policy is waived by as provided under Government Code §§56744 and 56375(m).

#### 4.9 OUTSIDE SERVICE AGREEMENT POLICY (NON-FIRE)

As specified in Government Code §56133, cities, towns, and special districts seeking to provide new or extended services other than fire protection to areas outside their jurisdictions by contracts or agreements after January 1, 2001 shall apply to Marin LAFCo for approval. Marin LAFCo may approve requests under this section for new or extended services by contract or agreement within the applying agency's sphere of influence only in anticipation of eventual annexation. Approval may also be granted for such requests involving areas outside the applying agency's sphere of influence to respond to an existing or impending threat to the public health or safety of the public or the affected residents of the territory. Specific exemptions to this requirement for Marin LAFCo approval are found under Government Code §56133(e).

#### 4.9 (A) Definitions

Marin LAFCo incorporates the following definitions in administering these policies concerning outside services under Government Code §56133:

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- 4.9 (A)(i) “Service” shall mean any municipal service supporting (directly or indirectly) urban type uses with the referenced exclusion of fire protection.
- 4.9 (A)(ii) “New” shall mean the actual extension of a municipal service to previously unserved non-jurisdictional land.
- 4.9 (A)(iii) “Extended” shall mean the intensification use of a municipal service provided by a city, town, or special district to non-jurisdictional land that is directly tied to a redesignation and/or rezoning of the affected territory by the appropriate land use authority.

#### **4.9 (B) Applicability Determination**

Agencies may request a no-cost written response from Marin LAFCo as to whether any potential new or extended outside service contract or agreement qualifies as an exempted action under Government Code §56133(e). The Commission delegates to the Executive Officer the responsibility to determine this applicability. If the inquiry is determined to be not exempt, the jurisdiction should proceed with submitting a formal approval request with the Commission consistent with these policies.

#### **4.9 (C) Submitting a Formal Approval Request**

Requests shall be made only by the affected agency and through their appointed director/manager and filed with the Executive Officer. Joint requests by two or more affected agencies are permitted. Requests shall be made in letter form and shall include all of the following information:

- 4.9 (C)(i) A list of all addresses and/or parcel numbers comprising the subject territory along with the accompanying zoning assignments made by the applicable land use authority;
- 4.9 (C)(ii) A description of how the applying agency would provide the proposed new or extend service to the subject territory. This includes any infrastructure or facility improvements and associated funding requirements necessary to provide service to the subject territory; and
- 4.9 (C)(iii) Any information or associated findings made pursuant to the California Environmental Quality Act.

#### **4.9 (D) Request Review**

The Executive Officer will provide the jurisdiction a written response within 30 days; if incomplete, the Executive Officer will identify the information needed to deem it complete. Once a request is deemed complete, the Executive Officer shall prepare a



written report with a recommendation for consideration by the Commission including the following three factors:

- 4.9 (D)(i) The ability of the applying agency to provide the requested service to the subject territory and potential impact on existing service levels;
- 4.9 (D)(ii) The effect on urban growth and development within and adjacent to the subject territory should the request be approved; and
- 4.9 (D)(iii) The consistency of the request with the Commission's adopted policies.

#### **4.9 (E) Public Hearing**

The Executive Officer shall present the written report at the next earliest regular meeting for which adequate notice can be provided, and no further than 90 days from the date the request has been deemed complete. Requests involving service extensions beyond the applying agency's sphere of influence shall be noticed under Government Code §56153 and 56154 and considered as part of public hearings.

#### **4.9 (F) Commission Action**

Marin LAFCo may approve requests to authorize cities, towns, or special districts to provide new or extended services outside their jurisdictional boundaries under this section with or without conditions.

#### **4.9 (G) Reconsideration**

Should Marin LAFCo disapprove requests to authorize cities, towns, or special districts to provide new or extended services outside their jurisdictional boundaries under this section the affected agency may ask for reconsideration within 30 days of the Commission action under Government Code §56895.

#### **4.9 (H) Health & Safety Emergency Approval**

Marin LAFCo authorizes the Chair to approve a city, town, or special district's request to provide new or extended services outside their jurisdictional boundaries under this section if there is an existing or impending public health or safety emergency. Marin LAFCo shall ratify the Chair's determination at the next regular scheduled meeting.

### **4.10 OUTSIDE SERVICE AGREEMENT POLICY (FIRE PROTECTION SERVICES)**

#### **4.10 (A) Applicability Conditions**

As specified in Government Code §56134, the County, cities, towns, special districts, and State agencies seeking to provide new or extended fire protection services to

areas outside their jurisdictions by contracts or agreements after December 31, 2015 shall apply to Marin LAFCo for approval should either of the following conditions apply:

- 4.10 (A)(i) Contracts that transfers responsibility for providing fire protection services in more than 25 percent of the area within the jurisdictional boundaries of any public agency affected by the contract or agreement, based on acreage differences calculated in MarinMap; or
- 4.10 (A)(ii) Contracts that changes the employment status of more than 25 percent of the employees of any public agency affected by the contract or agreement, based on actual and agency-wide staffing totals within the affected agencies as of the July 1<sup>st</sup> of the subject fiscal year.

#### **4.10 (B) Definitions**

Marin LAFCo incorporates the following definitions in administering these policies concerning outside services under Government Code §56134:

- 4.10 (B)(i) “Fire protection” shall mean the provision of said services by contract or agreement as permitted under Government Code §55600 et al unless exempted under this policy.
- 4.10 (B)(ii) “New” shall mean the provision of fire protection services to previously unserved non-jurisdictional land by the affected agency; i.e., the applying County, city, town, special district, or State agency.
- 4.10 (B)(iii) “Extended” shall mean the intensification and/or improvement of a fire protection service provided by the County, city, town, special district, or State agency to non-jurisdictional land.
- 4.10 (B)(iv) “Employment status” shall apply to any one of the affected agencies subject to the fire protection contract or agreement. Changes in employment status is specific to emergency or sworn personnel and does not apply cumulatively across all affected agencies. Changes in wages, benefits, hours worked, or working conditions does not affect employment status.
- 4.10 (B)(v) “Jurisdictional boundary” shall mean lands already being served under a fire protection contract entered into prior to December 31, 2015.

#### 4.10 (C) Exemptions

Marin LAFCo approval under this section is not required for the County, cities, towns, special districts, or State agencies to provide new or extended fire protection services outside their jurisdictional boundaries that involve any of the following:

- 4.10 (C)(i) Contracts or agreements for fire protection services entered into before December 31, 2015 or recipient of LAFCo approval after December 31, 2015 and renewals or renegotiated terms of same, so long as it does not constitute a new 25% change in service area or employment status.
- 4.10 (C)(ii) Renewals of existing contracts or agreements, unless the renewal includes amendments or inclusions that triggers the referenced 25% threshold with respect to changing the service area or employment status of the affected agencies.
- 4.10 (C)(iii) Mutual aid agreements in which there is no monetary reimbursement for fire protection services. Reimbursement costs associated with mutual aid contracts between the State and local agencies are also exempt.
- 4.10 (C)(iv) ~~Cooperative~~ Cooperative agreements for wildland fires under Public Resource Code §4143 or 4144.
- 4.10 (C)(v) Contracts or agreements that involve any of the following:
  - 4.10 (C)(v)(1) Ambulance services, including billing and related administrative support.
  - 4.10 (C)(v)(2) Pre-hospital emergency medical services.
  - 4.10 (C)(v)(3) Permit and inspection review.
  - 4.10 (C)(v)(4) Fire alarm system plan reviews and inspections.
  - 4.10 (C)(v)(5) Business and occupancy reviews and inspections.
  - 4.10 (C)(v)(6) Vehicle maintenance and repair.

4.10 (C)(v)(7) Sharing of management or other personnel between or among two or more agencies in which the contracts or agreements do not constitute a 25 percent change in employment status as defined.

4.10 (C)(v)(8) Sharing or loaning of equipment, facility, or property between or among two or more agencies

4.10 (C)(vi) Establishment of joint-power authorities to provide fire protection services in which all of the following criteria is satisfied as verified by the Commission's Executive Officer:

4.10 (C)(vi)(1) The boundaries of the proposed joint-powers authority are entirely coterminous with the member agency boundaries, and therefore services are not extended to previously unserved areas by the agencies.

4.10 (C)(vi)(2) The member agencies and the affected represented safety employees' organizations have ratified agreements in support of the proposed joint-powers authority and any changes therein to employment status.

4.10 (C)(vi)(3) The proposed joint-powers authority does not create any conflicts with adopted LAFCo policies or recommendations with respect to fire protection services in Marin County.

4.10 (C)(vi)(4) The proposed joint-powers authority does not create any conflicts with any active reorganization application on file with LAFCo.

4.10 (C)(vi)(5) The total service area for the proposed joint-powers authority does not exceed a resident service population of 50,000.

#### **4.10 (D) Applicability Determination**

The County, cities, towns, special districts, and State agencies may request at no-cost a written response from Marin LAFCo as to whether any potential new or extended contract or agreement for fire protection is subject or exempt to these proceedings. The Commission delegates to the Executive Officer the responsibility to determine this applicability. If the inquiry is determined to be not exempt, the jurisdiction should proceed with submitting a formal approval request with the Commission consistent with these policies. If a request is deemed incomplete, the Executive Officer shall immediately notify the applying agency and identify the information needed to deem it complete.

#### **4.10 (E) Submitting a Request**

Requests shall conform to the following procedures:

- 4.10 (E)(i) An affected agency will make a request by adopted resolution consistent Government Code §56134 (c) at a noticed public hearing.
- 4.10 (E)(ii) Requests shall be filed with the Executive Officer only after both of the conditions prescribed under Government Code §56134 (d) have been satisfied. Requests shall also include all the information prescribed under Government Code §56134 (e) in letter form.
- 4.10 (E)(iii) Joint requests by two or more affected agencies are permitted.

#### **4.10 (F) Request Review**

The Executive Officer will provide the jurisdiction a written response within 30 days; if incomplete, the Executive Officer will identify the information needed to deem it complete. Once a request is deemed complete, the Executive Officer shall prepare a written report with a recommendation for consideration by the Commission including the following three factors:

- 4.10 (F)(i) The ability of the applying agency to provide the requested service to the subject territory and potential impact on existing service levels;
- 4.10 (F)(ii) The effect on urban growth and development within and adjacent to the subject territory should the request be approved; and
- 4.10 (F)(iii) The consistency of the request with the Commission's adopted policies.

#### **4.10 (G) Public Hearing**

The Executive Officer shall present the written report at the next earliest regular meeting for which adequate notice can be provided, and no further than 90 days from the date the request has been deemed complete. Requests involving service extensions beyond the applying agency's sphere of influence shall be noticed under Government Code §56153 and 56154 and considered as part of public hearings.

#### **4.10 (H) Commission Action**

Marin LAFCo may approve requests to authorize cities, towns, or special districts to provide new or extended services outside their jurisdictional boundaries under this section with or without conditions. Marin LAFCo shall only approve requests under

this section when the Commission determines the applying agency will have sufficient revenues to provide the underlying service consistent with Government Code §56134 (i)-(j). Conditioning approval on the applying agency establishing a new or augmented revenue source is permissible.

#### 4.10 (I) Reconsideration

Should Marin LAFCo disapprove requests to authorize cities, towns, or special districts to provide new or extended services outside their jurisdictional boundaries under this section the affected agency may ask for reconsideration within 30 days of the Commission action under Government Code §56895.

#### 4.10 (J) Health & Safety Emergency Approval

Marin LAFCo authorizes the Chair to approve a city, town, or special district's request to provide new or extended services outside their jurisdictional boundaries under this section if there is an existing or impending public health or safety emergency. Marin LAFCo shall ratify the Chair's determination at the next regular scheduled meeting.

### 4.11 GENERAL PROCEDURES FOR THE EVALUATION OF CHANGE OF ORGANIZATION PROPOSALS

#### 4.11 (A) Processing Fees

4.11 (A)(i) **Fee Requirement:** All fees are due with application submittal. The application will not be deemed complete for processing until the application fee is submitted.

4.11 (A)(ii) **Application Fee Refund:** As provided in the adopted fee schedule, if an at-cost application is withdrawn by written request of the applicant before the item has been placed on the Marin LAFCo's agenda, the application fee will be refunded, less:

4.11 (A)(ii)(1) The estimated hourly cost for Marin LAFCo staff time spent on the application; and

4.11 (A)(ii)(2) The direct cost of processing the application (map and legal description review, notices, postage, copy service, etc.).

4.11 (A)(iii) **Fee Reduction and Waiver Policy:** Marin LAFCo, upon majority vote, may reduce or waive application fees, service charge, or deposit if it finds a payment would be detrimental to the public or if renewed applications with current information (not previously

denied) ~~has~~ have prior processing that remains relevant to the renewed application. Notwithstanding the preceding statements, fee reductions shall not be granted for applications conditioned, denied, or previously denied or due to misinformation provided in the application or by other public agencies, groups, or individuals. Prior to consideration by Marin LAFCo, a request for a fee reduction shall be submitted in writing using the Marin LAFCo Fee Reduction Request Form. The request will be considered at the next regular meeting of Marin LAFCo.

#### 4.11 (B) Indemnification Agreement

As a standard condition of approval, applicants shall indemnify Marin LAFCo against the costs of litigation arising from its actions on proposed change of organizations or other application requests by signing LAFCo's standard agreement.

### 4.12 PROPOSAL REVIEW INVOLVING CHANGE OF ORGANIZATIONS

#### 4.12 (A) Initial Procedures

When a proposal is submitted, staff takes the following steps within 30 days:

- 4.12 (A)(i) **Notice of Application - Proposals Submitted by Petition Only:** The proposal is placed on Marin LAFCo's agenda for information only. Sixty days must pass after the notice of application is on the Commission's agenda before the item can be presented to the Commission for a decision. (Government Code §56658) Affected agencies are sent referral information. The 60-day period after the notice of application allows time for cities losing territory and special districts gaining territory to adopt a resolution terminating proceedings if desired. (Government Codes §56751/56857)
- 4.12 (A)(ii) **Completeness of the Application:** Within 30 days of receipt, staff will provide the applicant a written status letter, which will include a Certificate of Filing if the application is deemed complete; if incomplete, staff will identify the information needed to deem it complete.
- 4.12 (A)(iii) **Certificate of Sufficiency:** Within 30 days of receipt, staff will review the petition or request evaluation of the petition signatures by the County elections official. If the petition is determined to be insufficient per the requirements of Government Codes §56704-56706, the Executive Officer will give notice by certified mail to the proponents. Within 15 days after the notice of insufficiency, a supplemental petition may be filed with the Executive Officer.



Within 10 days after the date of filing a supplemental petition, the Executive Officer will examine the supplemental petition and certify in writing the results of that examination per Government Code §56706.

- 4.12 (A)(iv) **Consent of Property Owners:** If all of the owners of land within the affected territory have given their written consent to the change or organization or reorganization, the application may proceed without public notice.
- 4.12 (A)(v) **Application Referral/Requests for Information:** The proposal shall be distributed to all affected agencies as a notice of filing as well as a request for information and comment. Affected agencies must respond to Marin LAFCo within 30 days with any comments the agency may have regarding the application. (Government Code §56663(b))

#### 4.12 (B) Proposal Filing

The Certificate of Filing will specify the date upon which the proposal will be heard by Marin LAFCo, which must be set within 90 days of the date the Certificate of Filing is issued or after the application is deemed to have been accepted, whichever is earlier.

#### 4.12 (C) Noticing

- 4.12 (C)(i) **Public Notice Without 100% Consent:** For proposals where there is not 100 percent written consent of the affected property owners, Marin LAFCo will publish notice of the public hearing no less than 21 days before the hearing in a newspaper of general circulation, on the bulletin board for legal notices at the County Civic Center, and on the Marin LAFCo website. Mailed notice shall be given to the County, all affected agencies, the subject agencies, all proponents in the petition, persons requesting special notice, and all landowners and registered voters in the subject area plus a buffer zone of 300 feet surrounding the subject area. To ensure adequate notice for proposals involving boundary amendments, the public hearing may be continued where necessary and the language of the published agenda may be modified.

- 4.12 (C)(ii) **Public Notice With 100% Consent:** Notice will not be published or posted for proposals for changes of organization wherein 100% of the affected property owners have consented in writing to the proposed change unless the Commission deems it appropriate relative to local conditions (Government Code §56664).

#### 4.12 (D) Staff Report and Recommendation

The Executive Officer shall review the application materials and prepare a written report and recommendation on the proposal, to be distributed consistent with Ralph M. Brown Act. Copies shall be furnished to the persons specified in the application and all affected agencies. The report will consider the factors to be considered as required by Government Code §56668.

### 4.13 WITHDRAWAL OF CHANGE OF ORGANIZATION PROPOSALS

Prior to issuance of a Certificate of Filing, applicants wishing to withdraw their applications from further processing or review by Marin LAFCo may do so with the written request of all persons signing the petition of application (proposals submitted by petition) or by the applicant agency submitting a resolution requesting withdrawal from the applicant agency (proposals submitted by resolution). After issuance of a Certificate of Filing, proposals for change of local government organization may only be withdrawn at the discretion of Marin LAFCo.

### 4.14 COMMISSION HEARING INVOLVING CHANGE OF ORGANIZATIONS

A Marin LAFCo hearing may be continued from time to time but shall not exceed 70 days from the date specified in the original notice.

### 4.15 RECONSIDERATION OF COMMISSION ACTION INVOLVING CHANGE OF ORGANIZATIONS

#### 4.15 (A) Allowance

When Marin LAFCo has adopted a resolution making determinations, any person or affected agency may file a written request with the Executive Officer requesting reconsideration of the resolution. The purpose of the reconsideration process is to provide a mechanism for Marin LAFCo to review new or different facts that could not have been presented previously that are claimed to warrant reconsideration. Therefore, it is the policy of Marin LAFCo to provide for reconsideration of Commission decisions in a manner that is consistent with State law and that does not unduly delay the processing of applications for changes of local government organization. Marin LAFCo shall include a charge for reconsideration in its schedule of processing fees. Marin LAFCo may waive the fee for reconsideration as specified by separate policy.

#### 4.15 (B) Procedure

- 4.15 (B)(i) A request for reconsideration may be filed by any interested person or agency within 30 days of the date of adoption of a resolution making determinations or prior to the adoption of a resolution by the conducting authority, whichever is earlier. Such requests must be made in writing, state the specific modification to the resolution being requested, identify new or different facts that could not have been presented to Marin LAFCo, and include required processing fees, as per Government Code §56895.
- 4.15 (B)(ii) Upon receipt of a timely request, the Executive Officer shall immediately suspend conducting authority proceedings until Marin LAFCo acts on the request and shall place the request on the agenda of the next meeting of Marin LAFCo for which any required notice can be given. At that meeting, Marin LAFCo shall consider the request and receive any oral or written testimony. Marin LAFCo may continue the hearing for a maximum of 35 days.
- 4.15 (B)(iii) At the conclusion of the public hearing, Marin LAFCo will act on the request by approving or disapproving or approving with conditions or modifications. If the Commission approves the request with or without modification, the Commission will adopt a new resolution making determinations superseding the resolution previously issued.

#### 4.16 PROTEST HEARINGS INVOLVING CHANGE OF ORGANIZATIONS

It is the policy of Marin LAFCo to delegate the responsibility for conducting protest hearings for approved change of organizations or reorganizations to its Executive Officer as provided under Government Code §57000. The purposes of delegating responsibility for holding protest hearings to staff are to increase Marin LAFCo's flexibility to expedite protest hearings and evaluate protest petitions without extending the length of regular Commission meetings to include non-discretionary matters.

#### 4.17 POLICIES & PROCEDURES FOR OTHER PROPOSAL TYPES

##### 4.17 (A) Latent Power Activations and Service Power Divestitures

- 4.17 (A)(i) **Determination of Latent Powers:** Marin LAFCo shall periodically review and update the inventory of functions and services established for each special district as part of its municipal service review study program under Government Code §56430. In conducting such a review, Marin LAFCo may require the special districts to provide current information concerning established

functions and services. Marin LAFCo may, after public hearing, remove from its inventory any function or service established for a special district, if the Commission determines that the function of service is not currently being provided by the district.

- 4.17 (A)(ii) **Request to Activate a Latent Power or Divestiture of a Service Power:** Any special district desiring to undertake the provision of any new or different function or class of service or divest an existing power within its boundaries shall adopt a resolution of application for filing with Marin LAFCo pursuant to Government Code §56824.12. Adoption of such resolution of application requires a noticed public hearing. Applications for provision of new or different functions or classes of service must be accompanied by a plan for providing service pursuant to Government Code §56824.12.
- 4.17 (A)(iii) **Procedures on Request:** All procedures tied to reviewing and acting on a request from a special district to activate a latent power or divest a service power shall follow the steps required change of organization proposals as provided in this Policy Handbook.
- 4.17 (A)(iv) **Public Hearing:** Marin LAFCo shall hear and act upon the proposal at a noticed public hearing according to the requirements of Government Code §56824.14.

#### 4.17 (B) Initiation of Proposals by Marin LAFCo

- 4.17 (B)(i) **Policy Preference:** It is the policy of Marin LAFCo to prefer, but not require, that proposals be submitted by petition of voters or landowners or by resolution of application by an affected local agency. Marin LAFCo will consider initiation of such proposals in instances in which the following conditions apply:
- 4.17 (B)(i)(1) A sphere of influence, municipal service review, or other governmental study has shown that a proposal may result in lower overall public service costs, greater local government access and accountability, or both.
- 4.17 (B)(i)(2) Marin LAFCo can complete the necessary review, analysis, and processing with its own staff resources, or funds are available to pay for additional assistance needed to complete the review and processing of the proposal.
- 4.17 (B)(ii) **Implementation Factors:** Marin LAFCo reserves its discretion to initiate such proceedings in exceptional circumstances in which there exists a level of public concern about a district's services or

governance that, in the Commission's view, warrants initiation of a proposal. The following factors will be considered by Marin LAFCo in determining and, if applicable, proceeding with a self-initiated proposal:

4.17 (B)(ii)(1) Marin LAFCo will consider whether to initiate a proposal at a regular public meeting. The Commission will consider a preliminary staff report, which estimates, to the extent possible without a full study, potential service cost savings and which summarizes any other factors which warrant consideration. After reviewing the preliminary report, if the Commission decides to proceed, it will adopt a resolution of application pursuant to Government Code §56650.

4.17 (B)(ii)(2) If Marin LAFCo initiates a proposal, staff will commence formal review, including provision for agency participation and comment, environmental review, property tax exchange (if applicable), and an Executive Officer's Report and Recommendation, as required for all proposals considered by the Commission.

4.17 (B)(iii) **Referral to Committee:** Marin LAFCo may refer the proposal to a reorganization committee as provided in Government Code §56827 or to an advisory committee composed of a representative from each affected district and any additional representatives the Commission deems appropriate.

#### **4.17 (C) Proposals Affecting More than One County**

State law provides that the county having all or the greater portion of the entire assessed value of all taxable property within a district for which a change of organization or reorganization is proposed is the principal county for changes in organization involving that district. The Act further provides that the LAFCo of the principal county shall have exclusive jurisdiction over all boundary changes affecting a district located in more than one county, unless the LAFCo of the principal county vests exclusive jurisdiction in the LAFCo of another affected county, and both LAFCos agree to the transfer of jurisdiction.

4.17 (C)(i) **Transfer of Jurisdiction:** When requested by the LAFCo of an affected county, Marin LAFCo will consider and determine, on a case-by-case basis, whether it is appropriate to transfer jurisdiction to the LAFCo of the affected county.

- 4.17 (C)(ii) **Processing Procedures:** The following procedures apply for processing of applications affecting more than one county when Marin LAFCo is principal LAFCo:
- 4.17 (C)(ii)(1) Applications affecting the boundaries of a special district for which Marin LAFCo is principal LAFCo shall be submitted to Marin LAFCo, including instances in which the subject territory is located in another county. Prior to application, applicants should meet with Marin LAFCo staff and the staff of the LAFCo in the other affected county regarding process and application requirements.
  - 4.17 (C)(ii)(2) Upon receipt of an application involving territory in another county, Marin LAFCo staff shall immediately forward a copy of the application to the LAFCo of the other affected county. Marin LAFCo staff shall also notify all affected local agencies of any proceedings, action, or reports on the proposed change of organization.
  - 4.17 (C)(ii)(3) Marin LAFCo staff shall consult with the staff of the LAFCo of the other affected county and the staff of affected agencies, to gather data for the Executive Officer's report and recommendation.
  - 4.17 (C)(ii)(4) Marin LAFCo shall schedule Commission consideration of the application so that the LAFCo of the other affected county has had time to review the application and submit a written recommendation to be included in the Executive Officer's report for Marin LAFCo consideration.
  - 4.17 (C)(ii)(5) During its consideration of the application, the Commission shall consider the Executive Officer's report, the recommendation of the LAFCo of the other affected county, and the comments of interested persons and affected local agencies in making its determination.
  - 4.17 (C)(ii)(6) Following the Commission's consideration of the application, the Executive Officer shall forward any resolutions and written report of Commission action to all affected local agencies and the LAFCo of the affected county.

- 4.17 (C)(iii) **Referrals from Other LAFCOs:** Upon receipt by Marin LAFCo of a referral from the LAFCo of another county of an application for a change of organization affecting territory in Marin County, Marin LAFCo staff shall place the application and report and recommendation on Marin LAFCo's next possible agenda so that the Commission may consider the application and forward a recommendation to the principal LAFCo. The application will be processed and a staff report will be prepared consistent with Marin LAFCo's Policy Handbook.



## CHAPTER 5 ESTABLISHMENT AND EVALUATION OF SPHERES OF INFLUENCE & OTHER PLANNING ACTIVITIES

### 5.1 GENERAL POLICIES AND STANDARDS FOR SPHERES OF INFLUENCE

Spheres of influence represent the Legislature’s version of urban growth boundary lines and mark the territory Marin LAFCo believes represents the appropriate current and probable future jurisdictional boundary and service area of the affected agency. All change of organizations and outside service extensions must be consistent with the affected agencies’ spheres of influence with limited exceptions (Government Code §56425).

State law directs Marin LAFCo to establish spheres of influence for all local agencies within one year of their formation (district) or incorporation (city/town). State law also directs Marin LAFCo to review and update, as necessary~~needed~~, spheres of influence for all local agencies every five years beginning January 1, 2008 (Government Code §56425).

#### 5.1 (A) Policy Intentions

Spheres of influence represent Marin LAFCo’s principal planning tool in facilitating orderly and responsive local government. The following statements reflect the collective policy intentions of Marin LAFCo in establishing, updating, and amending spheres.

- 5.1 (A)(i) Spheres of influence should promote orderly growth of communities whether or not services are provided by a city, dependent special district or independent special district.
- 5.1 (A)(ii) A sphere of influence represents the area to which a city/town or special district is expected to eventually provide services. Marin LAFCo will use spheres of influence to guide its consideration of proposals to change local government boundaries to meeting existing and future community needs.
- 5.1 (A)(iii) Designated spheres of influence are intended to resolve uncertainty concerning the availability and source of services for undeveloped land, promote orderly land use and service planning by public agencies, and provide direction to landowners and area residents when and if they seek additional or higher-level services.
- 5.1 (A)(iv) Marin LAFCo’s decisions on individual proposals for changes to local government boundaries and organization must be

consistent with the adopted or amended spheres of influence for the agencies affected by the proposal unless exempted under State law.

- 5.1 (A)(v) Boundary change proposals should ensure that extension of services is reasonable and feasible given local conditions and circumstances and to avoid duplication of services. Territory will be considered for inclusion within a sphere of influence if services can be efficiently extended and are shown to be needed within the next 10 years.
- 5.1 (A)(vi) Spheres of influence will be reviewed and updated every five years, as necessary, appropriate beginning January 1, 2008.
- 5.1 (A)(vii) In addition to the requirements of Government Code §56425(e), Marin LAFCo will consider natural features in its adoption of spheres of influence, including topography, bodies of water, ridgelines, and wetlands. Spheres of influence will preserve open space and agricultural resources in Marin County.

#### **5.1 (B) Designation Types and Anticipated Outcomes**

In acting to adopt spheres of influence for each local government agency under its jurisdiction, Marin LAFCo may take the following types of actions:

- 5.1 (B)(i) Adopt a sphere of influence that is larger or smaller than the present boundaries of the agency. Such a designation will be accompanied by a map showing the agency's present boundary and the sphere of influence or planned boundary. The areas between the present and planned boundaries define the territory in which Marin LAFCo anticipates territory to be annexed or detached.
- 5.1 (B)(ii) Adopt a "coterminous" or "status quo" sphere of influence that is equal to the current boundaries of the agency. This designation indicates that Marin LAFCo does not anticipate any change to the agency's boundary (annexations or detachments) or organization (consolidation, dissolution) in the next 5-10 years.
- 5.1 (B)(iii) Recommend that a city or district be reorganized by adopting a "zero" sphere of influence, encompassing no territory. This designation indicates Marin LAFCo's determination that, after consideration of all factors in Government Code §56425, that the agency should cease to exist and that its public service responsibilities should be re-allocated

to another unit of local government through consolidation, dissolution or establishment as a subsidiary district.

- 5.1 (B)(iv) Where two or more single-purpose special districts providing the same service are contiguous, those districts may be allocated sphere of influence "in common" to include the areas served by both districts. This designation may be assigned where Marin LAFCo believes that the particular service would be most efficiently provided to multiple communities by a single special district. This designation indicates Marin LAFCo's determination that two or more districts should be combined through consolidation or other reorganization process.

### 5.1 (C) Additional Guidelines

Marin LAFCo will generally apply the following policy guidelines in spheres of influence determinations while also taking into account local conditions and needs.

- 5.1 (C)(i) **Developed Unincorporated Communities:** Developed unincorporated lands that are located within the sphere of influence of a city/town or special district and which benefit from the jurisdiction's municipal services should be annexed to that jurisdiction when the timing is deemed appropriate relative to the change of organization factors outlined under Government Code §56668.
- 5.1 (C)(ii) **General Plan Conflicts:** In its regular review and update of adopted spheres of influence, Marin LAFCo will identify any instances in which city/town and County general plans are in conflict. This includes recognition of any urban growth boundaries and urban service areas designated by the County of Marin or cities/towns. Marin LAFCo will act to resolve such conflicts by facilitating direct negotiations between the affected city/town and the County prior to taking action to update the adopted sphere of influence. Marin LAFCo will delay action on (or deny "without prejudice") proposed boundary changes in unincorporated areas that would conflict with a city general plan until the identified conflict is addressed.
- 5.1 (C)(iii) **Timing of Amendments:** Marin LAFCo encourages local agencies and the general public to defer requests or applications for individual amendments to spheres of influence to coincide with the regular reviews and updates calendared by the Commission as part of its adopted study schedule.
- 5.1 (C)(iv) **Consultation with County:** In instances in which a city/town requests and/or applies for an amendment to its own sphere of influence in

advance of Marin LAFCo's regular review and update process, the city/town making the request shall seek consultation and agreement with the County on the planned boundaries and development standards for the area within the proposed sphere of influence as required by Government Code § 56425(b).

- 5.1 (C)(v) **Agricultural Lands and Open Space:** In reviewing a city/town or special district sphere of influence, Marin LAFCo will exclude lands in agricultural, open space, or serve as community separators, unless special considerations warrant otherwise.
- 5.1 (C)(vi) **Community Benefit:** In designating spheres of influence for local agencies, Marin LAFCo will avoid including territories that will not benefit from the services provided by those agencies. Areas designated for open space, recreation, preservation of wildlife habitat, aquatic life habitat, or other natural land resources in city/town or County general plans will generally be excluded from city/towns and special district spheres of influence and thereby will not be considered eligible for an extension of an urban level of services.
- 5.1 (C)(vii) **Municipal Service Delivery Preference:** Where possible, a single multi-purpose agency is preferable to a number of adjacent limited-purpose agencies providing the same service. Multi-purpose agencies are preferred to limited-purpose agencies. Wherever possible, provision of multiple services by cities/towns will be preferred because general purpose agencies are best equipped to weigh community service priorities and their relationship to growth management and land-use planning authority.

## 5.2 SPECIFIC POLICIES AND STANDARDS FOR SPHERES OF INFLUENCE

### 5.2 (A) Policies for the Review of City/Town Spheres of Influence

Marin LAFCo will incorporate into its review of city/town spheres of influence the following policy factors:

- 5.2 (A)(i) Sphere of influence lines shall act to preserve the community identity of physically distinct unincorporated communities where those communities receive adequate public services from the County of Marin and independent special districts.
- 5.2 (A)(ii) Sphere of influence lines adopted by Marin LAFCo will act to encourage the political and functional consolidation of local

government agencies where the boundaries of those agencies divide areas that are otherwise single communities.

- 5.2 (A)(iii) City/town spheres of influence should include unincorporated islands and corridors closely associated with the city/town's boundaries unless these areas are reserved for open space, agriculture or regional facilities.

### **5.2 (B) Policies for the Review of Special District Spheres of Influence**

Marin LAFCo will incorporate into its review of special district spheres of influence the following policy factors:

- 5.2 (B)(i) Where a limited-purpose special district is coterminous with, or lies substantially within, the boundary or sphere of influence of a multi-purpose government that is capable of assuming the public service responsibilities and functions of that limited-purpose special district, the limited-purpose special district may be allocated a designation of a zero influence.
- 5.2 (B)(ii) Where two or more limited-purpose special districts providing the same service are contiguous, those special districts may be allocated sphere of influence in common to include the areas served by both special districts. This designation may be assigned where Marin LAFCo determines that the particular service would be most efficiently provided to the entire area by a single special district and reorganization shall be pursued.

## **5.3 PROCEDURES FOR REVIEW, UPDATE, AND OR AMENDMENT OF SPHERES OF INFLUENCE**

### **5.3 (A) Procedures for Marin LAFCo Updates to Spheres of Influence**

Marin LAFCo will incorporate the following guidelines in preparing its own sphere of influence updates for local agencies:

- 5.3 (A)(i) Marin LAFCo shall adopt a study schedule every five years as needed to calendar sphere of influence updates and the associated municipal service reviews consistent with directives under Government Code §56425.

5.3 (A)(ii) The study schedule shall be adopted at a public hearing and only after a minimum 21-day notice has been provided by Marin LAFCo to local agencies and the general public for review and comment.

5.3 (A)(iii) The adopted study schedule may be amended by Marin LAFCo from time to time at public hearings to address changes in priorities and/or resources. In adopting or amending the study schedule, Marin LAFCo shall consider the following factors:

5.3 (A)(iii)(1) Dates of the last sphere of influence updates and municipal service reviews performed for the affected local agencies;

5.3 (A)(iii)(2) Evidence of significant changes in land uses, planning policies, public service demands, public service needs, or public service capabilities.

5.3 (A)(iii)(3) Communications and requests from local agencies and the general public.

5.3 (A)(iii)(4) A preliminary assessment and recommendations by the Executive Officer on the potential scope and content of studies, including sphere of influence updates and municipal service reviews, over the five-year period.

5.3 (A)(iv) Prior to initiating any work pursuant to the adopted study schedule, Marin LAFCo shall consider and approve, with or without changes, a scope of analysis prepared by the Executive Officer at a public hearing.

### **5.3 (B) Procedures for Applicant Requests for Sphere of Influence Amendments**

5.3 (B)(i) After receiving a written application for a sphere of influence amendment accompanied by an appropriate fee deposit, Marin LAFCo will schedule a public hearing to consider the application as required by Government Code §56428.

5.3 (B)(ii) The request or application shall state the nature of the proposed change, reasons for the request, include a map of the affected area, and contain any additional items and information as may be required by the Executive Officer, including an appropriate fee deposit.

- 5.3 (B)(iii) Minor amendments of adopted spheres of influence may be considered by Marin LAFCo concurrently with a proposal for a change of organization.
- 5.3 (B)(iv) Significant amendments of an adopted sphere of influence will be considered independently of and prior to any associated boundary change proposal and deferred for consideration to correspond with Marin LAFCo's adopted study schedule unless Marin LAFCo determines otherwise.

### **5.3 (C) Action on Sphere of Influence Establishments, Amendments, and Updates**

All approved changes to spheres of influence shall be made by adopted resolution of Marin LAFCo and include determinations addressing all of the factors required for consideration under Government Code §56425(e) and any terms and conditions as determined appropriate by Marin LAFCo.

## **5.4 GENERAL POLICIES AND STANDARDS FOR MUNICIPAL SERVICE REVIEWS**

### **5.4 (A) Legislative Authority**

In order to prepare and update spheres of influence, Marin LAFCo will conduct municipal service reviews to independently assess the availability, demand, capacity, and performance of governmental services necessary to support orderly growth in Marin County. A municipal service review is an analysis of the provision of each service provided by local agencies under Marin LAFCo's jurisdiction within a defined geographic area as defined by the Commission. Marin LAFCo will review all of the agencies that provide the identified service or services within the designated geographic area. (Government Code §56430)

### **5.4 (B) Policy Intentions**

- 5.4 (B)(i) Marin LAFCo will use municipal service reviews to proactively inform future planning and/or regulatory actions under the purview of the Commission as well as to contribute to the overall and logical development of Marin County.
- 5.4 (B)(ii) Marin LAFCo will orient the municipal service review to provide value to local agencies and the general public by soliciting and incorporating, as appropriate, requests to evaluate specific governance and or service alternatives.



- 5.4 (B)(iii) Municipal service reviews will be used by Marin LAFCo to expand public knowledge of how local services are provided and as data for its sphere of influence determinations.
- 5.4 (B)(iv) Marin LAFCo will generally schedule and prepare municipal service reviews in conjunction with sphere of influence updates, but may schedule municipal service reviews independent of sphere of influence updates.
- 5.4 (B)(v) Marin LAFCo will generally follow State Guidelines governing the conduct of municipal service reviews, exercising its discretion to fit local conditions and priorities.

#### **5.4 (C) Municipal Service Review Types**

Marin LAFCo may calendar and prepare one of three types of municipal service reviews as provided below:

- 5.4 (C)(i) A service-specific municipal service review will examine particular governmental services across multiple local agencies on a countywide basis.
- 5.4 (C)(ii) A region-specific municipal service review will examine the range of governmental services provided by local agencies and any other identified entities within a defined area within Marin County.
- 5.4 (C)(iii) An agency-specific municipal service review will examine the breadth of governmental services provided by a particular local agency.

#### **5.4 (D) Implementation Objectives**

The purposes of Marin LAFCo's policies and procedures in the conducting municipal service reviews include, but not limited to:

- 5.4 (D)(i) Provide an independent assessment of the ability of the affected agencies in meeting current and projected community needs as determined by Marin LAFCo.
- 5.4 (D)(ii) Generate civic engagement among the affected agencies and general public in addressing current and future challenges and opportunities in aligning municipal service provision with community needs.

- 5.4 (D)(iii) Serve as the source document for Marin LAFCo to consider subsequent changes in spheres of influence; to inform future boundary changes and or outside service extensions; and to pursue, as appropriate, changes in organization as authorized under Government Code §56375(a)(2).

#### **5.4 (E) Action on Municipal Service Reviews**

All municipal service reviews will be adopted by resolutions that include determinative statements addressing all of the factors required for consideration Government Code 56430(a).

### **5.5 GENERAL POLICIES AND STANDARDS FOR OTHER STUDIES**

#### **5.5 (A) Special Studies**

- 5.5 (A)(i) Marin LAFCo will conduct any study of local government services or structure it deems necessary as authorized by Government Code § 56378 to fulfill its legislative mandates. Such studies will be funded through Marin LAFCo's regular financial resources and reserves, supervised and controlled by Marin LAFCo with the advice of affected agencies as deemed appropriate and or necessary by the Commission.
- 5.5 (A)(ii) In the event that the County of Marin, cities/towns, special districts or civil organizations request Marin LAFCo to undertake intergovernmental or multi-jurisdictional study of municipal type services in addition to studies undertaken by the Commission for municipal service review or sphere of influence update purposes, Marin LAFCo will consider management and/or contributing to the cost of the study based on the proposed study's relevance to Marin LAFCo. Requesting agencies or other potential applicants will be required to pay study costs in excess of those costs to be incurred by Marin LAFCo in the regular fulfillment of its legislative mandates.
- 5.5 (A)(iii) Applications for changes of organization requiring extended study in order to provide adequate information to Marin LAFCo to support its determinations shall be undertaken by the Commission at the expense of the applicant.



# Marin Local Agency Formation Commission

Regional Service Planning | Subdivision of the State of California

## AGENDA REPORT

April 11, 2019

Item No. 9 (Business)

**TO:** Marin Local Agency Formation Commission

**FROM:** Candice Bozzard, Clerk to the Commission

**SUBJECT:** Approval of Revised Records Retention Schedule

---

### PURPOSE AND SCOPE

The purpose of this policy is to offer clear and concise direction of the requirements and responsibilities for the Marin LAFCo staff and Commission regarding records retention. In addition, the purpose of this policy is to comply with all applicable State, local, and federal laws.

### DISCUSSION

The attached revised records retention policy has been reformatted from the previous version. Additionally, the document subjects have been expanded, staff has offered a manner in which to preserve the documents, and all applicable government codes have been updated by LAFCo counsel for compliance.

The time periods listed on the schedule are only the minimum requirements by law. Marin LAFCo has the authority to extend the timeline for as long as the Commission believes is essential for conducting LAFCo business now and going forward. The Commission is also able to determine the “type of record” that is preferred, whether it be electronic or hard copy or both.

Several documents Marin LAFCo must save are mandatory to keep permanently, however, staff would like to draw attention to a few of the minimum requirements that staff feels should be enhanced. First being, the thirty days the retention of Commission meeting videos. Since LAFCo meetings are posted on the YouTube Channel, it is suggested those recordings be kept indefinitely or for as long as LAFCo is able to maintain the YouTube Channel. Staff would also like to point out the duration for the contract, leases, and agreements. Staff thinks it would be beneficial to increase that time period to 2 years past the vendor’s final contract expiration in order to have readily available past history with that service provider. In addition, staff feels that keeping the Special District Election files “In House” should be for 5 years, allowing staff a full cycle of elections to reference if need be.

As noted on the last page of the schedule, staff is conducting a long-term project of scanning all the minutes, resolutions, and application files to be preserved electronically on the network server. Once that undertaking has concluded, the original documents will then be destroyed. This is not currently a high priority; therefore, it may take some time to complete.

### Attachment:

- 1) Revised Draft Records Retention Schedule

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**Sashi McEntee, Chair**  
City of Mill Valley

**Sloan Bailey, Regular**  
Town of Corte Madera

**Matthew Brown, Alternate**  
Town of San Anselmo

**Craig K. Murray, Vice Chair**  
Las Gallinas Valley Sanitary

**Jack Baker, Regular**  
North Marin Water District

**Lew Kiou, Alternate**  
Almonte Sanitary District

**Vacant, Regular**  
Public Member

**Chris Skelton, Alternate**  
Public Member

## PURPOSE AND SCOPE

The purpose of this policy is to offer clear and concise direction of the requirements and responsibilities for the Marin LAFCo staff and Commission regarding records retention schedule. In addition, the purpose of this policy is to comply with all applicable State, local, and federal laws.

## DEFINITIONS

For the purposes of this policy, the following definitions apply:

“Marin LAFCo” means all staff and commission members.

“Official Record” follows the definitions provided in the California Public Records Act (Cal. Gov. Code § 6250 et seq.) for “public records” and “writing”.

“Archive” is defined as electronic or hard copy retention of all documentation for the duration outlined in the retention policy and within accordance with the State, federal and local laws.

“Financial and Administrative Records” encompasses the human resources and monetary actions conducted by Marin LAFCo.

“Accounts Payable/Accounts Receivable” includes invoices, ledgers, registers, and any other expenditure, and budgetary funds received from contributions, application fees or interest.

“Marin LAFCo Business” shall broadly mean information relating to the conduct of the public’s business or communications concerning materials within the subject matter of Marin LAFCo, including but not limited to, Municipal Service Reviews, Sphere of Influence reports, all application files, meeting agenda items, approved meeting minutes and resolutions.

“Application Files” indicates all applications, petitions, or other initiating documents, including but not limited to, application for annexation, detachment or reorganization, statement of property values, statement of tax rate area assignment, indemnification and agreements to pay, Certificate of Filing and Completion, public hearing notices, EIRs, CEQA reports, map and legal descriptions, staff reports, and other important documents pertaining to the applications that have been deemed complete, closed, or otherwise no longer subject to Marin LAFCo business.

“Subject files” contain binding contracts or agreements, leases, recruitments, special district elections, and other documentation not covered under the above definitions.

## E-MAIL COMMUNICATIONS POLICY

The Marin LAFCo uses e-mail communications as a business tool to promote the efficient exchange of information in the conduct of Marin LAFCo business.

The California Public Records Act states that a public record includes any writing containing information relating to the conduct of the public's business prepared, owned, used or retained by any state or local agency, regardless of physical form or characteristics. Use of the Marin LAFCo's e-mail system can generate communications and messages that may be classified as a public record.

Following are examples of e-mail messages that are generally considered as official Marin LAFCo records:

1. E-mails created or received in connection with official Marin LAFCo business.
2. E-mails that document the formulation and implementation of Marin LAFCo policies and decisions.
3. Messages that initiate, authorize or complete a transaction of official Marin LAFCo business.
4. E-mail that documents significant official decisions or commitments reached verbally (person-to-person, by phone or in conference) and not otherwise documented in Marin LAFCo files.

Examples of e-mail messages that are generally NOT considered as official Marin LAFCo records include:

1. Announcements not related to official Marin LAFCo business.
2. SPAM e-mails, advertisements, "junk" e-mail.
3. Newsletters or general information from vendors or other public agencies.

To ensure that the e-mail system operates at maximum efficiency, Marin LAFCo personnel are directed to delete e-mail messages that are not Official Records from their inboxes on a regular basis, preferably each day.

## RETENTION

The Marin LAFCo will retain e-mail communications (including attachments) that are official Marin LAFCo records for a minimum of five (5) years, or as otherwise required by law.

After that five (5) year retention, e-mail messages (including any attachments) that are Official Records regarding applications or subject files shall be reviewed. Those e-mails that include content that is relevant information shall be saved in the appropriate network folder. If the e-mail is deemed irrelevant, then staff will delete said e-mail as per policy and or legal requirements.

## E-MAIL ATTACHMENTS

Attachments to e-mail messages should be retained or disposed of according to the content of the attachment itself, not according to the e-mail transmitting the attachment. Many e-mail attachments are simply duplicating of existing documents, or are draft versions of documents that might not be retained by the Marin LAFCo after the final version of the document is complete.

## PRESERVING E-MAIL MESSAGES FOR PUBLIC RECORDS ACT REQUESTS, SUBPOENAS, AND CLAIMS

Periodically, the Marin LAFCo receives requests for records pursuant to the Public Records Act, as well as subpoenas or court orders for production of documents. The Marin LAFCo staff members may be aware of active disputes or controversies that could lead to claims being filed against the Marin LAFCo. In the event that a records request or a subpoena includes a demand for e-mails, Marin LAFCo personnel shall, once they become aware of the request or subpoena, use their best efforts, by reasonable means available, to temporarily preserve all relevant e-mails.

## ELECTRONIC COMMUNICATIONS AND PRIVACY

### No Expectation of Privacy

Marin LAFCo personnel have no right or expectation of privacy or confidentiality in any message created, sent, received, deleted, or stored using the Marin LAFCo e-mail system or on any Marin LAFCo-owned communication devices. All messages and any attachments on the Marin LAFCo's computer network or other Marin LAFCo-owned system or device are the property of Marin LAFCo and may be accessed by authorized personnel.

## DESTRUCTION AUTHORIZED FOLLOWING REQUIRED RETENTION PERIOD

At the conclusion of the applicable requirement periods, the Executive Officer is authorized to destroy records as needed, provided that a photographic or electronic copy of the original record is first made and preserved in the manner specified by Government Code section 56382. All reproductions must be made as accessible for public reference as the original records were.

**APPENDIX A****RECORDS RETENTION  
SCHEDULE****Marin Local Agency Formation Commission (LAFCo)**

Date

2019

Archive (Off-Site Storage):  
Graf Storage

Page 1 of 3

Item Number	TITLE AND DESCRIPTION OF RECORDS	RETENTION		Total Retention	REMARKS Includes all Applicable Statutory and Regulatory References
		In House (Minimum Legal Requirement)	Archive (Hard Copy Saved Off-Site)		
1	<b>FINANCIAL and ADMINISTRATIVE RECORDS</b>				
	Accounts Payable/Receivable	2 Years After Audit (Hard Copy)	2 Years (Electronic Copy)	4 Years After Audit	CCP 337 26 CFR 6001.1(e)(2)
	Audits	Current (Electronic Copy)	4 Years (Electronic Copy)	4 Years After Audit	CCP 337 CCP 343 GC 34090
	Budgets	5 Years (Electronic Copy)	5 Years (Electronic Copy)	10 Years	GC 34090
	Timesheets/Payroll	1 Year (Hard Copy)	3 Years (Electronic Copy)	4 Years	29 CFR 516.6, 1627.3; LC 1174
	Chronological Correspondence	1 Year (Electronic Copy)	1 Year (Electronic Copy)	2 Years	GC 34090
	Employee Records (Personnel Files)	Current (Hard Copy)	3 Years After Terminated (Hard Copy)	3 Years After Terminated	GC 12946; 29 CFR 1627.3
	Insurance Records (Liability/Property)	Current + 2 Years (Electronic Copy)	0	Current + 2 Years	GC 34090
	Workers' Compensation (work injury claims; claim files; reports, etc.)	Current + 2 Years* (Hard Copy)	3 Years* (Hard Copy)	5 Years*	8 CCR 10102
	Reimbursements (Mileage, Stipends, etc.)	3 Years (Hard Copy)	4 Years (Electronic Copy)	7 Years	GC 60201(d)(12)
	Litigation Files	Current (Hard Copy)	2 Years After Completion (Hard Copy)	2 Years After Completion	GC 56382; GC 60201(d)(4)
	Environmental Impact Reviews (EIRs) /California Environmental Quality Act (CEQA)	Current (Electronic Copy)	Permanent (Electronic Copy)	Permanent	GC 34090 CEQA Guidelines



APPENDIX A RECORDS RETENTION SCHEDULE	<b>Marin Local Agency Formation Commission (LAFCo)</b>	Date 2019
	Archive (Outside Storage): Graf Storage	Page 2 of 3

Item Number	TITLE AND DESCRIPTION OF RECORDS	RETENTION		Total Retention	REMARKS Includes all Applicable Statutory and Regulatory References
		In House (Minimum Legal Requirement)	Archive		
2	<b>MARIN LAFCO BUSINESS</b>				
	Marin Service Reviews and Sphere of Influence updates	6 Years (Electronic Copy)	Permanent (Electronic Copy)	Permanent	LAFCo Preference
	Application Files	2 Years*** (Hard Copy and Electronic Copy)	Permanent*** (Electronic Copy)	Permanent***	GC 56382
	Approved Resolutions	Permanent*** (Hard Copy and Electronic Copy)	0	Permanent***	GC 34090; GC 60201
	Approved Minutes	2 Years*** (Hard Copy)	Permanent*** (Electronic Copy)	Permanent***	GC 34090; GC 60201
	(Video) Recording of Meetings	<del>30-Days</del> Indefinitely** (Electronic Copy)	0	<del>30-Days</del> Indefinitely**	GC 54953.5(b)
	Agenda Materials (Commission and Committee Meetings)	2 Years*** (Hard Copy and Electronic Copy)	Permanent*** (Electronic Copy)	Permanent***	LAFCo Preference
3	<b>SUBJECT FILES</b>				
	Contracts, Agreements, Leases	2 Years Past Final Expiration (Hard Copy)	0	2 Years Past Final Expiration	GC 34090; GC 56382; GC 60201
	Employee Recruitment	2 Years (Hard Copy)	0	2 Years	GC 34090; GC 56382; GC 60201
	Special District Elections	<del>2-Years</del> 5 Years (Hard Copy)	0	<del>2-Years</del> 5 Years	GC 34090; GC 56382; GC 60201
	Request for Proposals and Request for Qualifications	2 Years (Hard Copy)	0	2 Years	GC 34090; GC 56382; GC 60201
	Marin LAFCo Policies and Procedures Handbook	Current (Hard Copy and Electronic Copy)	0	0	LAFCo Preference

APPENDIX A RECORDS RETENTION SCHEDULE	<b>Marin Local Agency Formation Commission (LAFCo)</b>	Date 2019
	Archive (Outside Storage): Graf Storage	Page 3 of 3

**The Commission may authorize destruction of any duplicate hard copy record if the original, or an electronic copy of the original, is retained. (Gov. Code § 56382). The Commission may authorize the destruction of any hard copy original record that is more than two (2) years old if an electronic copy of the original record is made and preserved, pursuant to the conditions in Government Code section 56282**

\*Workers Compensation files – Retain until the latest of the following dates: 5 years from date of injury; or 1 year from date compensation was last provided; or when all compensation due has been paid.

\*\* (Video) Recording of Meetings – Indefinitely or until Marin LAFCo no longer has access to the YouTube Channel.

\*\*\*These files are part of an on-going, long term project of scanning the hard copies to be saved on the computer network server. Once preserved electronically, the originals will be destroyed.

Legal Authority Abbreviations:

- CCP Code of Civil Procedure (California)
- CFR Code of Federal Regulations
- GC Government Code (California)
- LC Labor Code (California)

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# Marin Local Agency Formation Commission

Regional Service Planning | Subdivision of the State of California

## AGENDA REPORT

April 11, 2019

Executive Officer Report – Section A

**TO:** Local Agency Formation Commission

**FROM:** Jason Fried, Executive Officer

**SUBJECT:** Budget Update for FY 2018-2019

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### Background

Marin Local Agency Formation Commission (LAFCo) adopted a budget for FY 2018-2019 totaling \$601,875. This amount represents the total approved operating expenditures for the fiscal year divided between three (3) active expense units: salaries and benefits; administrative activities; and services and supplies. A purposeful operating deficit of (\$10,000) was budgeted leaving the annual revenues at \$591,875 in step with the phasing of corresponding contribution increases among the funding agencies in recent years. Budgeted revenues are divided between three (3) active units: intergovernmental contributions; service charges; and investments.

LAFCo budgeted and received \$559,875 from all the contributing agencies.

From July 1, 2018, through March 31, 2019, LAFCo has spent \$365,777.91 or about 62% of the FY 2018 - 2019 budget. At this point in the budget cycle, we should be at 75% spent. Now that we are fully staffed we should see the percent of the budget spent go up which is not reflected in this report. As a reminder, given line item adjustments to expenditure and the use of carry fund balance made earlier this fiscal year, the "Budget" column in the "Expense" section looks higher than what we are really budgeted to spend this year.

Attached is the budget report for FY 2018-2019.

#### Attachment:

- 1) FY 2018-2019 Budget Report as of 4/05/19

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Sashi McEntee, Chair  
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North Marin Water District

Lew Kiou, Alternate  
Almonte Sanitary District

Vacant, Regular  
Public Member

Chris Skelton, Alternate  
Public Member

## Marin Local Agency Formation Commission 2018/19 BUDGET REPORT July 2018 through March 2019

	Jul '18 - Mar 19	Budget	\$ Over Budget	% of Budget
<b>Income</b>				
4410125 · Interest Earnings	4,106.95	2,000.00	2,106.95	205.3%
4640333 · Fees for Services	21,276.20	30,000.00	-8,723.80	70.9%
4710510 · Agency Contributions	559,875.00	559,875.00	0.00	100.0%
<b>Total Income</b>	<b>585,258.15</b>	<b>591,875.00</b>	<b>-6,616.85</b>	<b>98.9%</b>
<b>Expense</b>				
5111000 · Salary and Benefit Costs				
5110110 · Sal - Regular Staff	37,800.50	197,737.00	-159,936.50	19.1%
5110313 · Holiday Pay	1,643.50	0.00	1,643.50	100.0%
5130120 · County of Marin - Group Health				
5130110 · Ben-Med-GrpLifelnshr	216.68	0.00	216.68	100.0%
5130121 · Health Insurance	0.00	28,524.00	-28,524.00	0.0%
5130210 · Dental Insurance	467.80	3,114.00	-2,646.20	15.0%
5130310 · Vision Service Plan	45.40	345.00	-299.60	13.2%
5130410 · Benefits - Disability Plan	25.40	330.00	-304.60	7.7%
5130524 · Benefits - Fringe Retirement	821.77	0.00	821.77	100.0%
5130640 · Unused Fringe Ben	550.45			
5130120 · County of Marin - Group Health - Other	1,722.05	0.00	1,722.05	100.0%
<b>Total 5130120 · County of Marin - Group Health</b>	<b>3,849.55</b>	<b>32,313.00</b>	<b>-28,463.45</b>	<b>11.9%</b>
5130500 · MCERA / Pension				
5130520 · Co Ret Cont Tier III	2,423.42	0.00	2,423.42	100.0%
5130521 · Co Ret Cont Tier IV	1,989.79	0.00	1,989.79	100.0%
5130522 · MCERA Pension	0.00	23,901.00	-23,901.00	0.0%
<b>Total 5130500 · MCERA / Pension</b>	<b>4,413.21</b>	<b>23,901.00</b>	<b>-19,487.79</b>	<b>18.5%</b>
5130525 · Retiree Health	3,216.76	15,615.00	-12,398.24	20.6%
5140115 · Workers Compensation	1,329.33	1,965.00	-635.67	67.7%
5140140 · Payroll Tax	481.68	3,131.00	-2,649.32	15.4%
5140145 · Unemployment Insurance	0.00	3,713.00	-3,713.00	0.0%
<b>Total 5111000 · Salary and Benefit Costs</b>	<b>52,734.53</b>	<b>278,375.00</b>	<b>-225,640.47</b>	<b>18.9%</b>
5210110 · Professional Services	201,840.86	237,000.00	-35,159.14	85.2%
5210129 · Graphic Design	0.00	11,613.00	-11,613.00	0.0%
5210131 · Legal Services	53,731.61	52,000.00	1,731.61	103.3%
5210230 · Support Services	0.00	6,438.00	-6,438.00	0.0%
5210525 · General Insurance	4,533.74	3,993.00	540.74	113.5%
5210710 · Communications Services	9,785.77	12,000.00	-2,214.23	81.5%
5210935 · Office Equipment Purchases	789.74	4,620.00	-3,830.26	17.1%
5211215 · Rent - Storage	343.96	401.00	-57.04	85.8%
5211270 · Office Lease/Rent	21,110.56	34,652.00	-13,541.44	60.9%
5211325 · Conferences	2,445.66	2,965.00	-519.34	82.5%
5211330 · Memberships & Dues	1,377.00	14,734.00	-13,357.00	9.3%
5211340 · Training	2,359.30	1,500.00	859.30	157.3%
5211440 · Travel - Mileage	55.53	7,239.00	-7,183.47	0.8%
5211510 · Misc Services	0.00	2,045.00	-2,045.00	0.0%
5211520 · Publications/Notices	1,723.39	5,000.00	-3,276.61	34.5%
5211533 · Commissioner Per Diems	9,125.00	13,500.00	-4,375.00	67.6%
5220110 · Office Supplies	3,821.26	4,300.00	-478.74	88.9%
<b>Total Expense</b>	<b>365,777.91</b>	<b>692,375.00</b>	<b>-326,597.09</b>	<b>52.8%</b>
<b>Net Income</b>	<b>219,480.24</b>	<b>-100,500.00</b>	<b>319,980.24</b>	<b>-218.4%</b>



# Marin Local Agency Formation Commission

Regional Service Planning | Subdivision of the State of California

## AGENDA REPORT

April 11, 2019

Executive Officer Report – Section B

**TO:** Local Agency Formation Commission

**FROM:** Jason Fried, Executive Officer

**SUBJECT:** Current and Pending Proposals

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### Background

The Commission is invited to discuss the item and provide direction to staff on any related matter as needed for future discussion and or action.

There is nothing new to report in the Current Proposals (Approved and Awaiting Term Completion), New Proposals, or Possible Future Item categories.

### Completed

File #1339 (516 E. Hospital Drive annexation to NSD) - This item was approved at the February meeting. Staff has submitted Certificate of Completion to County Recorder which has been returned to LAFCo and sent to the State Board of Equalization and all interested parties.

File #1340 (28 Teaberry Lane Annexation into Sanitary District #5) - This item was approved at the February meeting with the condition to agree not to oppose any future annexation of the island they live within should an application ever be presented in the future to LAFCo. The applicant submitted a letter to staff fulfilling this requirement. Staff has submitted Certificate of Completion to County Recorder which has been returned to LAFCo and sent to the State Board of Equalization and all interested parties.

### Current Proposals – Under Review and Awaiting Hearing

File #1335 (Reorganization of 400 Upper Toyon Road) – The San Rafael City Council postponed the hearing on this item at its February 19, 2019 meeting to April 15, 2019, to discuss the property tax exchange with the Town of Ross.

File #1341 (Emergency OSA for 32 Fairway Dr. into San Rafael Sanitation District) – As was verbally reported at the February meeting, due to a failed septic tank, 32 Fairway Drive in San Rafael needed to get an emergency OSA into SRSD. On March 28<sup>th</sup> SRSD signed off on the engineering plans to connect the property into the district. The property owners are currently in process of getting all necessary materials for an application for a permanent annexation into SRSD. This parcel is in an unincorporated island in San Rafael and the applicants are already aware of the Commission’s requirement to oppose future annexation of the whole island.

### Attachment:

1) Chart of Current and Pending Proposals

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Town of Corte Madera

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City of San Anselmo

Craig K. Murray, Vice Chair  
Las Gallinas Valley Sanitary

Jack Baker, Regular  
North Marin Water District

Lew Kious, Alternate  
Almonte Sanitary District

Vacant, Regular  
Public Member

Chris Skelton, Alternate  
Public Member

Current and Pending Proposals

LAFCo File #	Status	Proposal	Description	Government agency	Latest Update
1324	Approved by Commission and Awaiting Terms Completion	Annexation of 1501 Lucas Valley Road	Landowner (Andre Souang) requesting approval to annex approximately 61.3 acres of unincorporated/improved territory (164-280-35) located at 1501 Lucas Valley Road to Marin Municipal Water District (MMWD). The applicant requested annexation to MMWD to provide a reliable source of domestic water service given concerns regarding the continued use of an onsite well. The Commission approved the proposal without amendments and with additional terms at its December 14, 2017 meeting. Terms remain outstanding as of date and therefore the proposal remains active.	Marin Municipal Water District	Terms must be completed by 12/13/19
1337	Approved by Commission and Awaiting Terms Completion	Reorganization of Mesa Road	Landowner (Brad Drury) requesting annexation approval of 276 Mesa Road (188-170-54) in the unincorporated coastal community of Bolinas to the Bolinas Community Public Utility District. The affected territory is approximately 20.6 acres in size and is currently undeveloped. The stated purpose of the proposal is to provide water service to the affected territory in order for the development of a single-family residence. The Commission approved the proposal with amendments to include the entire public right-of-way extending to 276 Mesa Road on October 12, 2017, with additional terms. Terms remain outstanding as of date and therefore the proposal remains active.	Bolinas Community Public Utility District	Terms must be completed by 8/9/19.
1335	Under Review and Awaiting Hearing	Reorganization of 400 Upper Toyon Road	Landowner (Raphael de Balmann) requesting approval to reorganize one incorporated parcel totaling 2.5 acres located at 400 Upper Toyon Drive (012-121-28) in the City of San Rafael. The proposed reorganization involves the detachment of the affected territory and concurrent annexation therein to the Town of Ross. The affected territory is developed to date with a four-bedroom single family residence and accessible through a privately-owned and maintained road located atop a ridge at approximately 520 feet. The stated purpose of the proposal is to match the affected territory with the applicant's preferred municipality given the communities of interests with Ross. Concurrent sphere of influence amendments would be needed to accommodate the request. The application is currently under administrative review and is deemed incomplete at this time.	City of San Rafael and Town of Ross	San Rafael City Council postponed meeting on tax exchange on 2/19/19 to 4/15/19

Current and Pending Proposals

LAFCo File #	Status	Proposal	Description	Government agency	Latest Update
1341	Emergency OSA and Future application	Emergency OSA and awaiting application to annex into San Rafael Sanitation District	32 Fairway Dr, San Rafael had a failed septic tank which they reported to Marin County Environmental Health Services Division and needs an OSA to connect into SRSD. The applicant also plans to annex permanently into SRSD but first needs to get all needed materials, such as legal description and legal maps produced. They should be submitting application in the near future.	San Rafael Sanitation District	On 3/28/19 SRSD informed LAFCo the basic plans had been approved for OSA.
	Possible Future Item	San Quentin Village Sewer Maintenance District consolidation with Ross Valley Sanitary District	Based on past action of Marin LAFCo, discussion of possible consolidation between SQVSMD with RVSD has been deemed as seemingly in the best interest of the community of San Quentin Village customers.	SQVSMD and RVSD	Staff is currently reviewing outstanding issues with the staffs from both SQVSMD and RVSD.
	Possible Future Item	Murray Park Sewer Maintenance District consolidation with Ross Valley Sanitary District	Based on past action of Marin LAFCo, discussion of possible consolidation between MPSMD with RVSD has been deemed as seemingly in the best interest of the community of San Quentin Village customers.	MPSMD and RVSD	Met with staff and had first meeting with local community leaders in district
	Possible Future Item	Boundary Adjustment	The County Service Area No. 29, which provides dredging for properties located within the District, has conveyed interest on a potential proposal to detach at least six parcels that do not benefit from the municipal service and the addition of one parcel that is currently outside of CSA 29's jurisdictional boundary and does benefit from the dredging. The proposal would essentially match public services to the appropriate service area.	County Service Area No. 29 - Paradise Cay	This item will be looked at as part of its MSR

Current and Pending Proposals

LAFCo File #	Status	Proposal	Description	Government agency	Latest Update
1322	Completed	Annexation of 700 and 726 Sequoia Valley Road	Filed by the Homestead Valley Sanitary District requesting approval to annex approximately 1.1 acres of unincorporated territory. The stated purpose of the proposal is to align HVSD's existing jurisdictional boundary with its existing service area given the affected territory and its two developed residential parcels at 700 (046-231-07) and 726 (046-301-01) Sequoia Valley Road connected to the District through non-conforming connections in the early 1990s. The Commission approved the proposal with amendments to include adjacent portions of the public right-of-way along Sequoia Valley Road and Panoramic Highway on June 9, 2016, with standard terms. The Commission separately approved a one-year extension to complete the terms in June 2017.	Homestead Valley Sanitary District	File reported completed at 8/9/18 meeting
1336	Completed	Reorganization of 238 Summit Drive et al	This proposal was filed by Sanitary District No. 2 (Corte Madera) requesting approval to annex four incorporated parcels in the Town of Corte Madera totaling 4.5 acres to Sanitary District No. 2 and Ross Valley Sanitary District. The proposal's purpose is to formalize and rationalize current public wastewater services provided in the affected territory through earlier actions outside of Marin LAFCO. The Commission approved the proposal with amendments to include an adjacent public right-of-way along Summit Drive on June 8, 2017, with standard terms.	Corte Madera Sanitary District and Ross Valley Sanitary District	File reported completed at 8/9/18 meeting
1338	Completed	Detachment of 610 Calle de La Mesa	Proposal by the affected landowner, Janice Tate, requesting a boundary line adjustment for the lot located at 610 Calle de La Mesa (160-171-15) in the unincorporated island community of Loma Verde to the County of Marin. The affected territory is approximately 0.18 acres in size and currently developed with a single-family residence. The applicant wishes to de-annex 0.03 acres of land adjoining the affected territory from the City of Novato into the County of Marin. The applicant believed that the proposed annexation territory was included in her lot line, but after requiring to install a fence, was informed that the 0.03 acres of land contiguous to her parcel was in fact within the City of Novato. The application is currently under administrative review and is deemed incomplete at this time.	County of Marin and City of Novato	File reported completed at 2/14/19 meeting



Current and Pending Proposals

LAFCo File #	Status	Proposal	Description	Government agency	Latest Update
1339	Completed	516 E. Hospital Drive annexation to NSD	Application from Becky McCormick, LPAS, Inc. (“applicant”) requesting approval for annexing one of three lots totaling 14.55 acres to Novato Sanitary District (NSD). The affected territory is formerly known as the Hamilton Hospital site with a situs address of 516 E. Hospital Drive (157-690-52.) The proposal, as stated by the applicant, will turn the former Hamilton Hospital into an 80 bed assisted living facility. The parcel was part of a former military base.	Novato Sanitary District	File reported completed at 4/11/19 meeting
1340	Completed	28 Teaberry Lane Annexation into Sanitary District #5	Application from Peter Kiritchenko (“applicant”) requesting approval to annex one lot totaling 2.01 acres to Sanitary District Number 5 of Marin. The affected territory is a new residential unit in the incorporated part of Marin County near the Town of Tiburon with a situs address of 28 Teaberry Lane (058-071-01.) The proposal, as stated by the applicant, is to build one new single-family home that can include an accessory dwelling unit.	Sanitary District #5	File reported completed at 4/11/19 meeting
1328	Deemed Terminated	Annexation of 255 Margarita Drive	Landowner (Paul Thompson) requesting annexation approval of 255 Margarita Drive (016-011-29) in the unincorporated island community of Country Club to the San Rafael Sanitation District. The affected territory is approximately 1.1 acres in size and currently developed with a single-family residence. It has also established service with the SRSD as part of a LAFCo approved outside service extension due to evidence of a failing septic system. The outside service extension was conditioned – among other items – on the applicant applying to LAFCo to annex the affected territory to the San Rafael Sanitation District as a permanent means to public wastewater service. The application remains incomplete at this time and awaits consent determination by SRSD.	San Rafael Sanitation District	Application is now deemed terminated and staff is working to get SRSD to disconnect.