



Marin Local Agency Formation Commission

Regional Service Planning | Subdivision of the State of California

NOTICE OF REGULAR MEETING AND AGENDA

Marin Local Agency Formation Commission

Thursday, December 9, 2021 ▪ 7:00 PM

***** BY VIRTUAL TELECONFERENCE ONLY *****

Pursuant to the provisions of AB 361, this meeting will be held by teleconference only. No physical location will be available for this meeting. However, members of the public will be able to access and participate in the meeting.

PUBLIC ACCESS AND PUBLIC COMMENT INSTRUCTIONS

PUBLIC ACCESS

Members of the public may access and watch a live stream of the meeting on Zoom at <https://zoom.us/j/4350473750>. Alternately, the public may listen in to the meeting by dialing (669) 900-6833 and entering Meeting ID 4350473750# when prompted.

WRITTEN PUBLIC COMMENTS may be submitted by email to staff@marinlafco.org. Written comments will be distributed to the Commission as quickly as possible. Please note that documents may take up to 24 hours to be posted to the agenda on the LAFCo website.

SPOKEN PUBLIC COMMENTS will be accepted through the teleconference meeting. To address the Commission, click on the link <https://zoom.us/j/4350473750> to access the Zoom-based meeting.

1. You will be asked to enter an email address and name. We request that you identify yourself by name as this will be visible online and will be used to notify you that it is your turn to speak.
2. When the Commission calls for the item on which you wish to speak, click on “raise hand” icon. Staff will activate and unmute speakers in turn. Speakers will be notified shortly before they are called to speak.
3. When called, please limit your remarks to the time limit allotted (3 minutes).

CALL TO ORDER BY CHAIR

ROLL CALL BY CLERK

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 October 14, 2021, Regular Meeting
2. Commission Ratification of Payments from October 1, 2021, to November 30, 2021
3. Approval of Resolution 21-19 Allowing for Video and Teleconference Meetings During the COVID-19 State of Emergency Under AB 361

PUBLIC HEARING

4. Approval of Resolution 21-20, Reorganization of 4916 Ranch Road (APNs 038-053-17,038-061-14, 038-061-27, and 038-061-30) to the Town of Tiburon and (APNs 038-053-17,038-061-14, and 038-061-30) to Sanitary District #2 (LAFCo File #1360) or Alternatively, Approval of Resolution 21-20, Reorganization of 4916 Ranch Road (APNs 038-053-17,038-061-14, 038-061-27, and 038-061-30) to the Town of Tiburon and (APNs 038-053-17,038-061-14, and 038-061-30) to Sanitary District #2 (LAFCo File #1360), Including a Portion of Paradise Drive
5. Continue Hearing for the Reorganization of the Lands of Marin County Open Space District (A Portion of APN 033-200-01) Including Detachment from the City of Mill Valley and Annexation to the Town of Corte Madera and Sanitary District No. 2 (LAFCo File #1361) for Eventual Addition of APN Portion to 800 Corte Madera

BUSINESS ITEMS (discussion and possible action)

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

6. Discussion and Approval of Unspent FY 20-21 Funds and Transfer Funds to FY 21-22 Budget
7. Approval of Contract with Left Coast for Digitization of LAFCo Files
8. Approval of the 2022 Commission Calendar and Discussion of Returning to In-Person Meetings
9. Receive and File GASB 75 Report and Approve Contract with MacLeod Watts, Inc. for FYE 2021 GASB 75 Report
10. Authorization to Make Payment from County Fund Account to MCERA

EXECUTIVE OFFICER REPORT (verbal report only)

- a) Budget Update FY 2021-2022
- b) Current and Pending Proposals
- c) Applications Submitted for CALAFCO Awards
- d) Commission Correspondence
- e) LAFCo Internship (verbal report only)

CLOSED SESSION

Conference with Legal Counsel – Anticipated Litigation Initiation of Litigation per Government Code 54956.9(d)(4) – (1 case)

COMMISSIONER ANNOUNCEMENTS AND REQUESTS

ADJOURNMENT TO NEXT MEETING

(Anticipated) February 10, 2022| 7:00 P.M.



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

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San Rafael California 94903

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Marin Local Agency Formation Commission

Regional Service Planning | Subdivision of the State of California

AGENDA REPORT

December 9, 2021

Item No. 1 (Consent Item)

TO: Local Agency Formation Commission

FROM: Olivia Gingold, Clerk/Junior Analyst

SUBJECT: Approval of Minutes for October 14, 2021, Regular Meeting

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.

Discussion

The action minutes for the October 14 regular meeting accurately reflect the Commission's actions as recorded by staff. A video recording of the meeting is also available online for viewing at <https://www.marinlafco.org/meetings>

Staff Recommendation for Action

1. Staff recommendation – Approve the draft minutes prepared for the October 14, 2021 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 October 14, 2021

Administrative Office
Jason Fried, Executive Officer
1401 Los Gamos Drive, Suite 220
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www.marinlafco.org

Damon Connolly, Regular
County of Marin

Judy Arnold, Regular
County of Marin

Dennis Rodoni, Alternate
County of Marin

Sashi McEntee, Chair
City of Mill Valley

Barbara Coler, Regular
Town of Fairfax

James Campbell, Alternate
City of Belvedere

Lew Kiou, Vice Chair
Almonte Sanitary District

Craig K. Murray, Regular
Las Gallinas Valley Sanitary

Tod Moody, Alternate
Sanitary District #5

Larry Loder, Regular
Public Member

Richard Savel, Alternate
Public Member



DRAFT

NOTICE OF REGULAR MEETING MINUTES

Marin Local Agency Formation Commission

Thursday, October 14, 2021

CALL TO ORDER

Chair McEntee called the meeting to order at 7:06 P.M.

ROLL CALL BY COMMISSION CLERK

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

Commissioners Present: Sashi McEntee, Chair
Lew Kious, Vice-Chair
Craig K. Murray
Barbara Coler
Damon Connolly
Tod Moody

Alternate Commissioners Present: Tod Moody
Richard Savel (Seated as Regular)
James Campbell

Marin LAFCo Staff Present: Jason Fried, Executive Officer
Jeren Seibel, Deputy Executive Officer
Olivia Gingold, Clerk/Junior Analyst

Marin LAFCo Counsel Present: Mala Subramanian

Commissioners Absent: Larry Loder
Judy Arnold

Alternate Members Absent: Dennis Rodoni

AGENDA REVIEW

Approved: M/S by Commissioners Kious and Coler to move item 3 off of Consent and place it in Business Items before Item 7.

Ayes: Commissioners McEntee, Kious, Connolly, Murray, Coler, and Savel

Nays: None

Abstain: None

Absent:

Motion approved unanimously.

PUBLIC OPEN TIME

Chair McEntee opened the public open time period. Hearing no request to speak, Chair closed the public open time.

CONSENT CALENDAR ITEMS

1. Approval of Minutes for August 12, 2021, Regular Meeting
2. Commission Ratification of Payments from August 1, 2021, to September 30, 2021

Approved: M/S by Commissioners Murray and Kious to approve the Consent Calendar.

Ayes: Commissioners McEntee, Kious, Connolly, Murray, Coler, and Savel

Nays: None

Abstain: None

Absent: Arnold

Motion approved unanimously.

PUBLIC HEARING ITEMS

4. Approval of Resolution 21-17, Annexation of 1996 Novato Blvd (APN 141-061-20) to Novato Sanitary District (LAFCo File #1359)

Clerk/Jr. Analyst Gingold introduced this application, which requests to annex a lot of 1.10 acres to move off septic into Novato Sanitary District. The application is within the City of Novato's boundaries. The applicant has intention to split the parcel into 3 APNs in the future but at present, the single parcel will be annexed. The application went through 30-day review and all comments received were neutral or in support.

Commissioner Murray wanted to know if this application was subject to the Dual Annexation Policy, Clerk/Jr. Analyst Gingold reaffirmed that the parcel was in the City's boundary.

The applicant was offered the opportunity to make comment, but had no further comments to make.

Chairman McEntee opened public hearing. Hearing no public comment, she closed the hearing.

M/S Commissioners Coler and Murray to approve Resolution 21-17.

Approved: Commissioners McEntee, Kious, Connolly, Murray, Coler, and Savel

Ayes:

Nays: None

Abstain: None

Absent: Arnold

Motion approved unanimously.

BUSINESS ITEMS

3. Approval of Resolution 21-18 Allowing for Video and Teleconference Meetings During the COVID-19 State of Emergency under AB 361

Legal Counsel Subramanian introduced the item, noting that it had been pulled off of the Consent Calendar because some minor revisions were recommended for the resolution. The current resolution includes making findings for all of the sub-commissions and sub-committees that are subject to the Brown Act, but after consultation with the EO, it was agreed that the finding would be made by the Commission, and separately made by any sub-commissions or committees that meet.

Legal Counsel shared the recommended revisions, red-lined in a document, with the Commission via screen share, giving them time to consider the revisions.

Chairman McEntee asked a question confirming that these revisions were in compliance with AB 361 which Legal Counsel Subramanian confirmed.

Chairman McEntee asked why adopting the resolution for all bodies was less preferential than having each individual body adopt its own findings. Legal Counsel Subramanian explained that because

LAFCo's Commission meets every 60 days but the findings for AB 361 are required to be made every 30 days, that it made more sense to have each individual body adopt its own findings.

Vice-Chair Kious wanted to know what the source for language in the resolution was, and why there was so much variability between this resolution and others in the County. Legal Counsel Subramanian clarified that the only critical part is making findings and having information to support those findings. Any other information was added by Agency preference depending on how much additional supporting information the agencies and their legal counsels felt was apt to mention.

Commissioner Murray wanted to know if there was a boilerplate for ad hoc Committees/other Committees. Legal Counsel Subramanian clarified that this resolution would be the template for all LAFCo Brown-Act-subjected bodies. It would be a matter of changing dates and other information as needed in the resolution presented today.

Commissioner Murray also wanted to know if the ad hoc and sub-committee meetings needed to be available remotely to the public, and if there were any posting or noticing requirements unique to AB 361. Legal Counsel Subramanian clarified that ad hoc committees are not subject to the Brown Act so in theory there are no requirements. As for standing committees, there would be traditional noticing for regular meetings meaning posted online and in a physical location (LAFCo's Office). Public is permitted to participate via Zoom.

Chairman McEntee opened public hearing. Hearing no public comment, she closed the hearing.

M/S Commissioners Kious and Coler to approve Resolution 21-18 with presented amendments.

Ayes: Commissioners McEntee, Kious, Connolly, Murray, Coler, and Savel

Nays: None

Abstain: None

Absent: Arnold

Motion approved unanimously.

5. Approval of FY 19-20 Audit and Authorization for FY 20-21 Audit

Shannon Ayala from Davis Farr gave a report on the Audit Reports, including Basic Financial Statements with unmodified opinion, Communication to those in governance, and Government Auditing Standards Opinions. Ms. Ayala complimented that finance staff and LAFCo staff were prepared for the audit. 4 material journal entries were detected as a result of audit procedures, and one significant deficiency was reported as a result of material audit adjustments.

EO Fried added to the auditor's presentation, making comments on some of the material journal entries. He noted that a handful of these journal entries had to do with differing preferences from the previous auditor and this new auditor since this is Marin LAFCo's first time working with Davis Farr for audits. Ms. Ayala affirmed EO Fried's comment about the difference between how her firm prefers information compared to the previous auditor.

Commissioner Murray wanted to know if Ms. Ayala had any recommendations on improvements based on best practices other LAFCos and/or other government agencies were following. Ms. Ayala clarified that those recommendations had already been considered, especially since this was the first audit, and that if any other recommendations had made themselves clear to Davis Farr, the auditors would have included that in their recommendations. An element of unpredictability (unpredictability tests) will be included in future years, now that the first audit is done.

Commissioner Connolly had noticed the pension reporting issue and had wanted to know if that had resulted in recommendations on changes in internal control, but he felt Ms. Ayala had already more or less covered this item. Ms. Ayala commented this is a common area where issues arise which is why they

pay close attention to it. Ms. Ayala felt LAFCo's bookkeeper was open and willing to make changes recommended by Davis Farr. She did not have any other comments beyond that.

Chairman McEntee clarified where the error was occurring, to which EO Fried responded.

EO Fried requested approval of the current audit, and authorization to start the next audit with Davis Farr in order to get caught up to the current fiscal year.

Commissioner Murray wanted to know if there were auditing principles related to 2-year budgets, EO Fried clarified that Marin LAFCo does not use a 2-year budget.

M/S Commissioners Coler and Murray to accept and file the Audit and implement its recommendations, and to authorize EO Fried to enter into an agreement for FY 20-21 audit with a not-to-exceed amount of \$7,450.

Ayes: Commissioners McEntee, Kious, Connolly, Murray, Coler, and Savel

Nays: None

Abstain: None

Absent: Arnold

Motion approved unanimously.

6. Discussion and Update on 255 Margarita Drive, LAFCo File 1325 and 1328

EO Fried introduced the item. This is an application originally presented to LAFCo as an emergency OSA with a failing septic. In between the approvals and the parcel connecting to SRSD, the district made comments that the parcel being connected was going across another property. SRSD wanted to see an easement before finalizing this. The Commission conditioned the application approval on receiving an easement, an extension was also approved, but the application eventually lapsed and an easement was never received. Applicant has stated that the neighbor is okay with the lateral going across their property, but does not want to sign paperwork. This gives the EO cause for pause.

Vice-Chair Kious recommended moving this forward to the next Commission meeting in closed session based on past experience with a similar issue at his Sanitary District.

Chairman McEntee asked what the implications were if LAFCo chose not to enforce this item. EO Fried felt it would weaken LAFCo's legitimacy. Legal Counsel Subramanian echoed EO Fried's concern. This would not legally preclude LAFCo from enforcing in the future, but it could affect how LAFCo is viewed in the County.

Commissioner Coler wanted to know if LAFCo could be liable if some type of expense or damage were to occur on the property of the person whose property the lateral crosses. Commissioner Coler also recommended sending an additional letter since the last letter sent was dated December 2018. Legal Counsel Subramanian confirmed that LAFCo would probably be brought into a lawsuit if some sort of event like the one Commissioner Coler mentioned had occurred, which would incur financial costs for the litigation even if LAFCo were not found liable.

Commissioner Murray wanted to know what County Health's involvement should be given that they are the ones who made the determinations regarding the failing septic. Legal Counsel Subramanian did not feel that County Health was the enforcement arm anymore. Because LAFCo granted initial approvals for the Emergency OSA, she felt the onus was now on LAFCo.

Commissioner Savel wanted to know if the Commission should set a date to hear back from the district after the most recent 9/21 communication.

Vice-Chair Kious noted that there is an established policy in the County and State against septic. The concept of disconnecting from sewer and going back to septic cannot be considered.

Chairman McEntee clarified that was not a recommendation, rather, it was mentioned as the only alternative. There was some discussion of this established policy and the implications it may have for the Commission and its enforcement options.

Chairman McEntee wanted to know if any Commissioners were opposed to taking this item to closed session at the next meeting unless it is resolved in the interim.

Commissioner Coler wanted to know if an additional letter should be sent – in addition to or in lieu of closed session. EO Fried clarified that he has been in ongoing communication with the district so he is unsure how effective an additional letter would be.

There was more discussion of the benefits of taking the item to closed session, to which no opposition was raised.

No action was necessary on this item.

7. Report out from the Ad Hoc Committee on Post MSR Work

Commissioner Coler presented the item, noting that the Committee had determined there would be limited situations that a legislative body would need to be created. The Commission would be able to determine this topic by topic based on whether or not there would be significant public interest. The ad hoc Committee decided instead of situational prescriptions, that staff would present to the Commission its thoughts during the final approval of the MSR and the Commission would decide what action should be taken.

Commissioner Murray wanted to know if the ad hoc Committee had focused on any actionable items. Vice-Chair Kious clarified that the ad hoc Committee's discussions were more general, not prescriptive for any specific situation that may be on the horizon. Commissioner Coler concurred.

Chairman McEntee asked if the Commission had any objections to the ad hoc Committee's recommendations. There were no objections mentioned by any Commissioner.

No action was necessary on this item.

EXECUTIVE OFFICER REPORT (discussion and possible action)

- a) Budget Update FY 2021-2022
25% into the year, LAFCo has only spent 18% of its budget so LAFCo is overall in good shape. EO Fried did highlight some line items that were over, but clarified that for varying reasons none of these were to be of concern or alarm for the Commission. He also highlighted that agency contributions were under but that this had been resolved between the distribution of the agenda packet and the evening of the LAFCo meeting.
- b) Current and Pending Proposals
A handful of items are on their way to the Commission, one was approved at the meeting that evening.
- c) CALAFCO Update (verbal only)
EO Fried updated the Commission on the award recipients from CALAFCO.
- d) Discussion of Annual Workshop 2022
EO Fried introduced the item by describing past iterations of workshop topics and laying out a few different options for the next upcoming workshop. Staff's recommendation was for a review of the MSR schedule and the purpose of the MSRs for the next study schedule round. There was

discussion among the Commissioners about other possible topics, but the MSR study schedule was settled on. Logistics were also discussed, it was agreed they would be finalized in 2022.

COMMISSIONER ANNOUNCEMENTS AND REQUESTS

Chair McEntee adjourned the meeting at 8:28 P.M.

ADJOURNMENT TO NEXT MEETING

Thursday, December 9, 2021

Zoom

Attest: Olivia Gingold
Clerk/Junior Analyst

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Marin Local Agency Formation Commission

Regional Service Planning | Subdivision of the State of California

AGENDA REPORT
December 9, 2021
Item No. 2 (Consent Item)

TO: Local Agency Formation Commission
FROM: Jason Fried, Executive Officer
SUBJECT: Commission Ratification of Payments from October 1, 2021, to November 30, 2021

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. Additionally, all payments are to be reported to the Commission at the next available Commission meeting for formal ratification.

The following item is presented for the Commission to consider the ratification of all payments made by the Executive Officer between October 1, 2021, and November 30, 2021, totaling \$78,536.34. The payments are detailed in the attachment.

Staff Recommendation for Action

1. Staff Recommendation - Ratify the payments made by the Executive Officer between October 1, 2021, and November 30, 2021, as shown in attachment.
2. Alternate 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 October 1, 2021, to November 30, 2021

Administrative Office

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Damon Connolly, Regular
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Las Gallinas Valley Sanitary

Tod Moody, Alternate
Sanitary District #5

Larry Loder, Regular
Public Member

Richard Savel, Alternate
Public Member

Marin Local Agency Formation Commission

11/23/21

Expenses by Vendor Detail

Accrual Basis

October 1 through November 23, 2021

Type	Date	Num	Memo	Account	Amount	Balance
A and P Moving, Inc.						
Check	10/05/2021	20653	Invoice # 405...	65 · Rent - Storage	40.00	40.00
Check	11/09/2021	20671	Invoice # 405...	65 · Rent - Storage	40.00	80.00
Total A and P Moving, Inc.					80.00	80.00
BANK OF MARIN CC						
Credit Card Charge	10/19/2021		marin ij	35 · Misc Services	9.95	9.95
Credit Card Charge	10/19/2021		adobe	20 · IT & Communic...	65.96	75.91
Credit Card Charge	10/19/2021		getstreamline	20 · IT & Communic...	100.00	175.91
Credit Card Charge	10/19/2021		zoom	20 · IT & Communic...	14.99	190.90
Credit Card Charge	10/19/2021		verizon	20 · IT & Communic...	121.20	312.10
Credit Card Charge	10/19/2021		mayacamass ...	50 · Office Supplies ...	93.50	405.60
Total BANK OF MARIN CC					405.60	405.60
BEST BEST & KRIEGER LLP						
Check	10/13/2021	20656	Invoice #9170...	25 · Legal Services	1,337.70	1,337.70
Check	11/09/2021	20673	Invoice #9194...	25 · Legal Services	2,020.20	3,357.90
Total BEST BEST & KRIEGER LLP					3,357.90	3,357.90
CA SPECIAL DISTRICT ASSOCIATION						
Check	10/19/2021	20667	2022 Member...	30 · Memberships &...	1,556.00	1,556.00
Total CA SPECIAL DISTRICT ASSOCIATION					1,556.00	1,556.00
Coler, Barbara						
Check	10/19/2021	20663	Sept 2021 Ad ...	05 · Commissioner ...	250.00	250.00
Total Coler, Barbara					250.00	250.00
COMCAST						
Check	10/19/2021	20666	Bill Date Oct ...	20 · IT & Communic...	105.05	105.05
Check	11/23/2021	20679	Bill Date Nov ...	20 · IT & Communic...	105.05	210.10
Total COMCAST					210.10	210.10
CONNECT YOUR CARE						
Check	10/19/2021	eft	COBRA ADMIN	513215 · Health Ins...	1.11	1.11
Total CONNECT YOUR CARE					1.11	1.11
CONNOLLY, DAMON						
Check	10/19/2021	20661	Oct 2021 Co...	05 · Commissioner ...	125.00	125.00
Total CONNOLLY, DAMON					125.00	125.00
Davis Farr LLP						
Check	10/19/2021	20665	Invoice # 10639	55 · Professional Se...	1,250.00	1,250.00
Total Davis Farr LLP					1,250.00	1,250.00
Delta Dental of California						
Check	10/12/2021	eft		5130210 · Dental In...	0.01	0.01
Check	10/20/2021	eft		5130210 · Dental In...	72.93	72.94
Check	10/26/2021	eft		5130210 · Dental In...	72.93	145.87
Total Delta Dental of California					145.87	145.87
FortPoint IT, LLC						
Check	11/16/2021	20677	Invoice # 10021	20 · IT & Communic...	1,192.30	1,192.30
Total FortPoint IT, LLC					1,192.30	1,192.30
KIOUS, LEWIS						
Check	10/19/2021	20664	Sept 2021 Ad ...	05 · Commissioner ...	250.00	250.00
Total KIOUS, LEWIS					250.00	250.00

Marin Local Agency Formation Commission

11/23/21

Expenses by Vendor Detail

Accrual Basis

October 1 through November 23, 2021

Type	Date	Num	Memo	Account	Amount	Balance
MacLeod Watts, Inc						
Check	11/16/2021	20674	Invoice # 111...	55 · Professional Se...	1,900.00	1,900.00
Total MacLeod Watts, Inc					1,900.00	1,900.00
MARIN MAC TECH						
Check	11/09/2021	20669	Invoice # 243...	20 · IT & Communic...	517.52	517.52
Total MARIN MAC TECH					517.52	517.52
McENTEE, SASHI						
Check	10/19/2021	20658	Aug and Oct ...	05 · Commissioner ...	250.00	250.00
Total McENTEE, SASHI					250.00	250.00
MOODY, TOD						
Check	10/19/2021	20660	Oct 2021 Co...	05 · Commissioner ...	125.00	125.00
Total MOODY, TOD					125.00	125.00
MURRAY, CRAIG K						
Check	10/19/2021	20662	Oct 2021 Co...	05 · Commissioner ...	125.00	125.00
Total MURRAY, CRAIG K					125.00	125.00
PAYCHEX						
Check	10/01/2021	eft		35 · Misc Services	47.35	47.35
Check	10/15/2021	eft		35 · Misc Services	47.35	94.70
Check	10/29/2021	eft		35 · Misc Services	47.35	142.05
Check	11/12/2021	eft		35 · Misc Services	47.35	189.40
Total PAYCHEX					189.40	189.40
PAYROLL						
Check	10/01/2021	eft	9/5-9/18/21	5110110 · Sal - Reg...	12,144.21	12,144.21
Check	10/01/2021	eft	9/5-9/18/21	516150 · Auto Allow...	350.00	12,494.21
Check	10/01/2021	eft	9/5-9/18/21	5130640 · Unused F...	100.00	12,594.21
Check	10/01/2021	eft	9/5-9/18/21	512125 · Co Ret Co...	1,702.61	14,296.82
Check	10/15/2021	eft	9/19-10/2/21	5110110 · Sal - Reg...	12,144.21	26,441.03
Check	10/15/2021	eft	9/19-10/2/21	516150 · Auto Allow...	0.00	26,441.03
Check	10/15/2021	eft	9/19-10/2/21	5130640 · Unused F...	100.00	26,541.03
Check	10/15/2021	eft	9/19-10/2/21	512125 · Co Ret Co...	1,702.61	28,243.64
Check	10/29/2021	eft	10/3-10/16/21	5110110 · Sal - Reg...	12,144.21	40,387.85
Check	10/29/2021	eft	10/3-10/16/21	516150 · Auto Allow...	0.00	40,387.85
Check	10/29/2021	eft	10/3-10/16/21	5130640 · Unused F...	100.00	40,487.85
Check	10/29/2021	eft	10/3-10/16/21	512125 · Co Ret Co...	1,702.61	42,190.46
Check	11/12/2021	eft	10/17-10/30/21	5110110 · Sal - Reg...	12,144.21	54,334.67
Check	11/12/2021	eft	10/17-10/30/21	516150 · Auto Allow...	350.00	54,684.67
Check	11/12/2021	eft	10/17-10/30/21	5130640 · Unused F...	100.00	54,784.67
Check	11/12/2021	eft	10/17-10/30/21	512125 · Co Ret Co...	1,702.61	56,487.28
Total PAYROLL					56,487.28	56,487.28
PAYROLL TAXES						
Check	10/01/2021	eft	9/5-9/18/21	515115 · Medicare T...	183.26	183.26
Check	10/15/2021	eft	9/19-10/2/21	515115 · Medicare T...	178.19	361.45
Check	10/29/2021	eft	10/3-10/16/21	515115 · Medicare T...	178.19	539.64
Check	11/12/2021	eft	10/17-10/30/21	515115 · Medicare T...	183.26	722.90
Total PAYROLL TAXES					722.90	722.90
Richard Savel						
Check	10/19/2021	20659	Oct 2021 Co...	05 · Commissioner ...	125.00	125.00
Total Richard Savel					125.00	125.00
RICOH USA INC						
Check	11/16/2021	20676	Invoice # 506...	50 · Office Supplies ...	21.23	21.23
Total RICOH USA INC					21.23	21.23

10:11 AM

Marin Local Agency Formation Commission

11/23/21

Expenses by Vendor Detail

Accrual Basis

October 1 through November 23, 2021

Type	Date	Num	Memo	Account	Amount	Balance
Sam Clar						
Check	10/13/2021	20655		40 · Office Equipme...	1,496.64	1,496.64
Total Sam Clar					1,496.64	1,496.64
SCHIFFMANN, ALYSSA						
Check	11/16/2021	20675	Invoice # 144	55 · Professional Se...	1,518.00	1,518.00
Total SCHIFFMANN, ALYSSA					1,518.00	1,518.00
SECURITY MORTGAGE GROUP 2						
Check	10/01/2021	20652	Oct 2021 Rent	45 · Office Lease/Rent	2,873.03	2,873.03
Check	11/01/2021	20668	Nov 2021 Rent	45 · Office Lease/Rent	2,873.03	5,746.06
Total SECURITY MORTGAGE GROUP 2					5,746.06	5,746.06
The Hartford						
Check	10/13/2021	20657	Invoice #1889...	5130110 · Life Insur...	157.74	157.74
Check	11/09/2021	20670	Invoice #1889...	5130110 · Life Insur...	157.74	315.48
Check	11/23/2021	20678	Invoice #1889...	5130110 · Life Insur...	157.74	473.22
Total The Hartford					473.22	473.22
VSP						
Check	10/06/2021	eft		5130310 · Vision Se...	15.21	15.21
Total VSP					15.21	15.21
TOTAL					78,536.34	78,536.34



Marin Local Agency Formation Commission

Regional Service Planning | Subdivision of the State of California

AGENDA REPORT
December 9, 2021
Item No. 3 – (Consent Item)

TO: Local Agency Formation Commission

FROM: Jason Fried, Executive Officer
Mala Subramanian, Legal Counsel

SUBJECT: **Approval of Resolution 21-19 Allowing for Video and Teleconference Meetings During the COVID-19 State of Emergency Under AB 361**

Background and Discussion

AB 361 was passed by the State Legislature and signed by Governor Newsom. It went into effect immediately. AB 361 continues many of the provisions related to the Brown Act that were in place under Executive Orders, which expired September 30, 2021, that allowed for video and teleconferencing during the state of emergency. Since AB 361 has been signed into law, the Commission can continue to meet virtually until such time as the Governor declares the State of Emergency due to COVID-19 over and measures to promote social distancing are no longer recommended or could return to in-person meetings sooner if desired.

On September 22, 2021, the Marin County Director of Health & Human Services recommended social distancing to enhance safety at public meetings. On October 19, 2021, Marin County's Director of Health & Human Services reaffirmed this recommendation. See attachment 2.

The proposed resolution provides the Commission with the option to continue to hold video and teleconference meetings while the state of emergency is still in effect and social distancing is recommended.

In order to continue to hold video and teleconference meetings, the Commission will need to review and make findings every thirty days or thereafter that the state of emergency continues to directly impact the ability of the members to meet safely in person and that state or local officials continue to impose or recommend measures to promote social distancing.

Recommendation

1. Approval of Resolution 21-19 allowing for video and teleconference meetings during the COVID-19 state of emergency under AB 361.

Attachment:

1. Resolution 21-19 Allowing for Video and Teleconference Meetings during the COVID-19 State of Emergency Under AB 361
2. Decisions by Marin County Director of Health & Human Services

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

Judy Arnold, Regular
County of Marin

Dennis Rodoni, Alternate
County of Marin

Sashi McEntee, Chair
City of Mill Valley

Barbara Coler, Regular
Town of Fairfax

James Campbell, Alternate
City of Belvedere

Lew Kious, Vice Chair
Almonte Sanitary District

Craig K. Murray, Regular
Las Gallinas Valley Sanitary

Tod Moody, Alternate
Sanitary District #5

Larry Loder, Regular
Public Member

Richard Savel, Alternate
Public Member

MARIN LOCAL AGENCY FORMATION COMMISSION

RESOLUTION 21-19

RESOLUTION ALLOWING FOR VIDEO AND TELECONFERENCE MEETINGS DURING THE COVID-19 STATE OF EMERGENCY UNDER AB 361

WHEREAS, on March 4, 2020, the Governor of the State of California proclaimed a State of Emergency for COVID-19; and

WHEREAS, AB 361 was recently passed by the State Legislature and signed by Governor Newsom and went into effect immediately and allows the Commission to continue to meet virtually until such time as the Governor declares the State of Emergency due to COVID-19 over and measures to promote social distancing are no longer recommended; and

WHEREAS, the Marin County Director of Health & Human Services has recommended social distancing to enhance safety at public meetings; and

WHEREAS, in light of this recommendation, the Commission desires for itself and for all other Commission legislative bodies that are subject to the Brown Act to continue to meet via video and/or teleconference; and

WHEREAS, pursuant to AB 361 the Commission will review the findings required to be made every 30 days or thereafter and shall not meet without making those continued findings.

NOW THEREFORE, the Marin Local Agency Formation **DOES HEREBY RESOLVE** finds on behalf of itself and all other Commission legislative bodies: (1) a state of emergency has been proclaimed by the Governor; (2) the state of emergency continues to directly impact the ability of the Commission's legislative bodies to meet safely in person; and (3) local officials continue to recommend measures to promote social distancing.

PASSED AND ADOPTED by the Marin Local Agency Formation Commission on December 9, 2021 by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

Sashi McEntee, Chair

ATTEST:

APPROVED AS TO FORM:

Jason Fried, Executive Officer

Malathy Subramanian, LAFCo Counsel



DEPARTMENT OF
HEALTH AND HUMAN SERVICES

Promoting and protecting health, well-being, self-sufficiency, and safety of all in Marin County.



Benita McLarin, FACHE
DIRECTOR

20 North San Pedro Road
Suite 2002
San Rafael, CA 94903
415 473 6924 T
415 473 3344 TTY
www.marincounty.org/hhs

October 19, 2021

Dennis Rodoni
President, Board of Supervisors
3501 Civic Center Drive, 3rd Floor
San Rafael, CA 94903

Re: Public Meetings/Social Distancing

Dear President Rodoni:

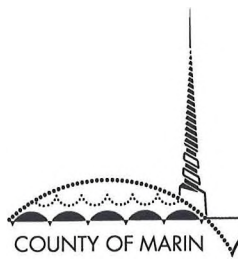
I am writing to confirm that my recommendations in the attached September 22, 2021 letter will remain in place.

Thank you for your consideration.

Respectfully,

Benita McLarin
Director, Health & Human Services

cc: Matthew H. Hymel, CAO
Brian E. Washington, County Counsel



DEPARTMENT OF
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Benita McLarin, FACHE
DIRECTOR

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Suite 2002
San Rafael, CA 94903
415 473 6924 T
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www.marincounty.org/hhs

September 22, 2021

Dennis Rodoni
President, Board of Supervisors
3501 Civic Center Drive, 3rd Floor
San Rafael, CA 94903

Re: Public Meetings/Social Distancing

Dear President Rodoni:

On September 20, 2021, Governor Newsom signed AB 361. The legislation provides that local agencies may continue to hold certain public meetings via video/tele-conference as they have done during the Covid-19 emergency. The legislation allows such meetings to continue during a proclaimed state of emergency if state or local officials have recommended measures to promote social distancing.

Local government meetings are indoor meetings that are sometimes crowded, involve many different and unfamiliar households, and can last many hours. Given those circumstances, I recommend a continued emphasis on social distancing measures as much as possible to make public meetings as safe as possible. These measures can include using video/tele-conferencing when it meets community needs and spacing at in-person meetings so that individuals from different households are not sitting next to each other. I will notify you if this recommendation changes while the Governor's state of emergency for COVID-19 remains in place.

Respectfully,

Benita McLarin
Director, Health & Human Services

cc: Matthew H. Hymel, CAO
Brian E. Washington, County Counsel



Marin Local Agency Formation Commission

Regional Service Planning | Subdivision of the State of California

AGENDA REPORT

December 9, 2021

Item No. 4 (Public Hearing)

TO: Local Agency Formation Commission

FROM: Jason Fried, Executive Officer
Olivia Gingold, Clerk/Jr. Analyst

SUBJECT: Approval of Resolution 21-20, Reorganization of 4916 Ranch Road (APNs 038-053-17,038-061-14, 038-061-27, and 038-061-30) to the Town of Tiburon and (APNs 038-053-17,038-061-14, and 038-061-30) to Sanitary District #2 (LAFCo File #1360) or Alternatively Approval of Resolution 21-20, Reorganization of 4916 Ranch Road (APNs 038-053-17,038-061-14, 038-061-27, and 038-061-30) to the Town of Tiburon and (APNs 038-053-17,038-061-14, and 038-061-30) to Sanitary District #2 (LAFCo File #1360), Including a Portion of Paradise Drive.

Background

Marin LAFCo has received an application from Jacqueline Bos and Eric McCratch (“applicants”) requesting approval to annex a set of APNs, approximately 10.45 acres including submerged land or 3.07 acres of dry land to both the Town of Tiburon and Sanitary District #2 (SD2). The affected territory is in an unincorporated area near Tiburon with a situs address of 4916 Ranch Road. All 4 APNs included in the application are associated with the situs address, 4916 Ranch Road. The proposal, as stated by the applicant, is for connection to Sanitary District #2 and annexation into the Town of Tiburon.

The applicants initially came to LAFCo interested in connecting to Sanitary District #2 to support construction of one new single-family home. Based on LAFCo’s dual annexation policy, the applicants were asked to annex into the Town of Tiburon’s boundaries as well. Prior to officially submitting to LAFCo, staff asked the applicant to first go through Tiburon Pre-zoning process. On 11/17, Tiburon City Counsel completed the pre-zoning process.

It is of note that only 3 of the APNs are being included for annexation to SD #2, while all 4 APNs are being included for annexation to the Town of Tiburon. This is because 1 of the 4 APNs is already in the sanitary district’s boundaries and doesn’t need to be annexed. The boundaries and jurisdictions of the 4 APNs will all be consistent with one another once LAFCo approvals are completed.

Staff has requested comments from SD2 and the Town of Tiburon, along with other interested agencies. After the official review period ended the County did raise the question to LAFCo staff about the fact that part of one of the parcels, APN 038-061-30, touches a part of Paradise Drive, and the parcel on the other side of the street is in Tiburon. The County would like to see the street along this section also annexed into Tiburon. Since neither side of Paradise Drive itself is in Tiburon the Town would prefer to not see this section of road annexed at this time. LAFCo staff has been working with both the County and Town staff to try and resolve the larger issue of Paradise Drive since it is so disorganized. That process has been slow in nature and is still ongoing. The question for the Commission to answer is should we annex this small section of road with this application or hold off on the road section with the hope of a future agreement that would look to fix the larger issue.

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

Judy Arnold, Regular
County of Marin

Dennis Rodoni, Alternate
County of Marin

Sashi McEntee, Chair
City of Mill Valley

Barbara Coler, Regular
Town of Fairfax

James Campbell, Alternate
City of Belvedere

Lew Kious, Vice Chair
Almonte Sanitary District

Craig K. Murray, Regular
Las Gallinas Valley Sanitary

Tod Moody, Alternate
Sanitary District #5

Larry Loder, Regular
Public Member

Richard Savel, Alternate
Public Member

All other agencies' comments were in support or neutral. Staff recommends approving this application with the Commission deciding on if the road should be part of this application or not. Staff has included two versions of this resolution for consideration. One version has the Commission approve the application as is where the road is not included. The other version adds a condition of approval that the applicant needs to submit a new map and legal to LAFCo that includes the road.

Staff Recommendation for Action

1. Staff recommendation – Approve the requested dual annexation of 4916 Ranch Road and approve one of the two attached versions of Resolution 21-20 depending on the decision of whether the relevant portion of Paradise Road should or should not be included with the annexation.
2. Alternate Option 1 – Deny the request.
3. Alternate Option 2 – Continue consideration of the item to the next regular meeting, and provide direction to staff, as needed.

Attachments:

- 1) Resolution #21-20 without Paradise Drive
- 2) Resolution #21-20 with Paradise Drive
- 3) Application Packet

MARIN LOCAL AGENCY FORMATION COMMISSION

RESOLUTION 21-20

RESOLUTION APPROVING A REORGANIZATION CONSISTING OF A DUAL ANNEXATION OF 4916 RANCH ROAD TO SANITARY DISTRICT #2 AND THE TOWN OF TIBURON WITH WAIVER OF NOTICE, HEARING AND PROTEST PROCEEDINGS

“Reorganization of 4916 Ranch Road to the Town of Tiburon (APNs 038-053-17,038-061-14, 038-061-27, and 038-061-30) and Sanitary District #2 (APNs 038-053-17,038-061-14, and 038-061-30) (LAFCo File #1360)”

WHEREAS Jacqueline Bos & Eric McCrath, hereinafter referred to as “Property Owners,” have filed a validated landowner petition with the Marin Local Agency Formation Commission, hereinafter referred to as “Commission,” pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000; and

WHEREAS the proposal seeks Commission approval to annex approximately 10.45 acres of unincorporated land to Sanitary District #2 and the Town of Tiburon; and

WHEREAS the affected territory represents an entire lot developed with an existing single-family residence located at 4916 Ranch Road and identified by the County of Marin Assessor’s Office as APNs 038-053-17, 038-061-14, 038-061-27, and 038-061-30 (“Property”); and

WHEREAS the petition seeks to annex the above referenced four parcels into the Town of Tiburon and only three parcels as noted below into Sanitary District #2, since one parcel is already within Sanitary District #2.

WHEREAS the Commission’s staff has reviewed the proposal and prepared a report with recommendations; and

WHEREAS the staff’s report and recommendations on the proposal have been presented to the Commission in the manner provided by law; and

WHEREAS the Commission considered all the factors required by law under Government Code Section 56668 and 56668.3 and adopted local policies and procedures.

WHEREAS the proposal is for an annexation of territory that is uninhabited, and no affected local agency has submitted a written demand for notice and hearing as provided for in Government Code section 56662(a).

NOW THEREFORE, the Marin Local Agency Formation **DOES HEREBY RESOLVE, DETERMINE AND ORDER** as follows:

Section 1. The boundaries, as set forth in the proposal, are hereby approved as submitted and are as described and depicted in Exhibits “A” and “B” attached hereto and by this reference incorporated herein.

1. Approve the proposed annexation of 4916 Ranch Road to the Town of Tiburon (APNs 038-053-17,038-061-14, 038-061-27, and 038-061-30) as shown and described in Exhibit “A” and Sanitary District #2 (APNs 038-053-17,038-061-14, and 038-061-30) as shown and described on Exhibit “B”.

Section 2. The territory includes 10.45 acres, is found to be uninhabited, and is assigned the following distinctive short form designation: “Reorganization of 4916 Ranch Road to the Town of Tiburon (APNs 038-053-17,038-061-14, 038-061-27, and 038-061-30) and Sanitary District #2 (APNs 038-053-17,038-061-14, and 038-061-30) (LAFCo File #1360)”

Section 3. The proposal is consistent with the adopted spheres of influence of the Town of Tiburon and Sanitary District #2.

Section 4. The Executive Officer is hereby authorized to waive notice and hearing, and protest proceedings, and complete reorganization proceedings.

Section 5. As Responsible Agency under CEQA for the proposed reorganization consisting of annexations of:

1. APNs 038-053-17, 038-061-14, 038-061-27, and 038-061-30 to the Town of Tiburon, and
2. APNs 038-053-17, 038-061-14, and 038-061-30 to Sanitary District #2

LAFCo finds that the reorganization is categorically exempt from the provisions of CEQA pursuant to State CEQA Guidelines Section 15319 (a).

PASSED AND ADOPTED by the Marin Local Agency Formation Commission on December 9, 2021, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

Sashi McEntee, Chair

ATTEST:

APPROVED AS TO FORM:

Jason Fried, Executive Officer

Malathy Subramanian, LAFCo Counsel

Attachments to Resolution No. 21-20

- a) Exhibit A – Legal Description & Map for annexation to the Town of Tiburon
- b) Exhibit B – Legal Description & Map for annexation to Sanitary District #2

Reorganization of APN 038-061-14, 27, 30 & APN 038-053-17
LAFCO # _____ - Legal description

Being a portion of the map of Paradise Cove Subd. No. Two filed n Book 5 Record Maps Page 90, Marin County Records, being the lands of Jacqueline Bos and Eric McCrath Trustees of the Jacqueline Bos and Eric McCrath Revocable Living Trust described in that deed recorded under Document No. 2020-0044107, Official Records of Marin County, described as follows;

BEGINNING at a point on the northerly line of Paradise Drive as shown on said map of Paradise Cove Subd. No. Two at the southwesterly most corner of Parcel Three of said lands of Jacqueline Bos and Eric McCrath, said point being on the City Limits line of the City of Tiburon;

Thence along said City Limits line and the westerly line of said Parcel Three of said lands of Jacqueline Bos and Eric McCrath the following courses, N04°24'13"W 58.00 feet, N13°48'38"E 67.42 feet, N34°34'30"W 102.00 feet and N55°52'50"E 70.00 feet to the common line of said Parcel Three and Parcel One of said lands of Bos and McCrath;

Thence along said the westerly and northerly lines of said Parcel One and said City Limits line the following courses, N34°30'00"W 50.00 feet, northwesterly along a curve to the left having radius of 40.00 feet through a central angle of 54°41'20" an arc length 38.18 feet, N89°16'00"W 45.67', westerly on a curve to the left having a radius of 40.00 feet through a central angle of 55°39'17" for an arc length of 38.85 feet to the south line of Ranch Road, along said south line N34°49'00"E 51.05 feet, leaving said south line S89°16'00"E 70.63 feet, southeasterly on a curve to the right having a radius of 75.00 feet through a central angle of 44°16'14" for an arc length of 57.95 feet, S45°00'00"E 43.74 feet, easterly on a curve to the left having a radius of 40.000 feet through a central angle of 89°59'05" for an arc length of 62.83 feet and N45°00'00"E 926.07 feet to the northeasterly corner of said Parcel One;

Thence along said City Limits line and the easterly line of said Parcel One and Parcel Three S00°00'00"E 313.87 feet to the northeasterly line of Parcel Two of said lands of Jacqueline Bos and Eric McCrath;

Thence along said City Limits lines and the northeasterly and easterly lines of said Parcel Two the following courses N90°00'00"E 665.27 feet, S18°15'00"E 20.14 feet;

Thence leaving said City Limits line along the southerly line of said Parcel Two the following courses, S65°01'40"W 1,031.07 feet, N30°30'00"W 10.08 feet, S57°06'50"W 105.85 feet, N32°53'10"W 10.00', S57°06'50"W 68.00 feet and S51°06'00"W 45.77 feet to the northerly line of Paradise Drive;

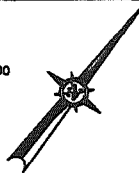
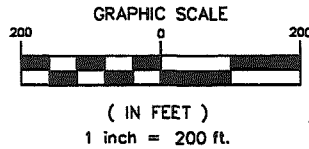
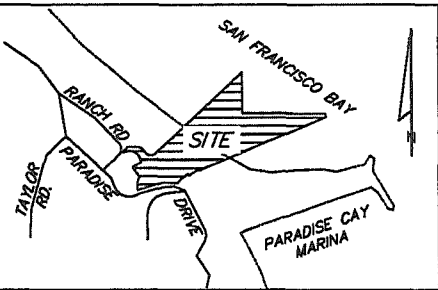
Thence along said northerly line the following courses, N84°35'00"W 101.85 feet and S72°18'00"W 220.02 feet the Point of Beginning.

Containing 10.45 acres more or less

Basis of Bearings: Record of Survey filed in Book 32 Official Surveys Page 05, Marin County Records

This description prepared by Michael E. Ford, PLS 7237 on May 5, 2021





LEGEND

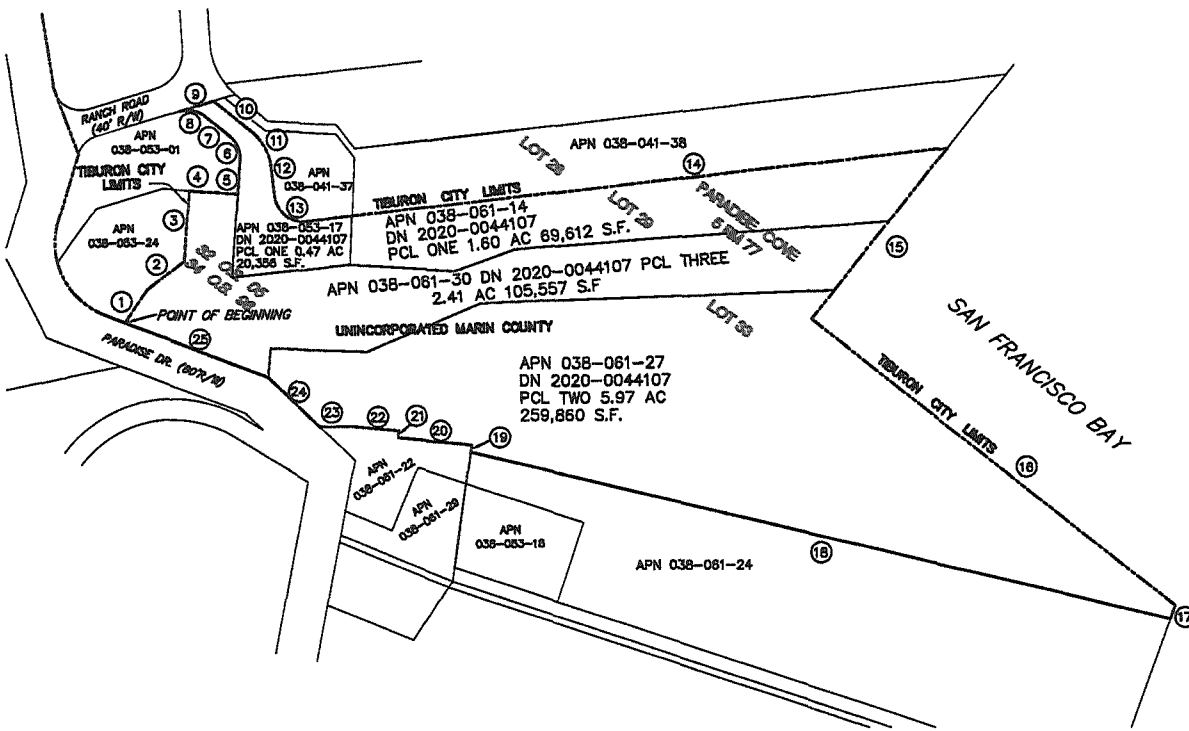
APN ASSESSOR PARCEL NO.
DN DOCUMENT NO.

TIBURON ANNEXATION
APN 038-061-14, 27, 30 & APN 038-053-37
DN 2020-0044107
10.45 ACRES

LINE & CURVE DATA

1	N04°24'13"W	58.00'
2	N13°48'38"E	67.42'
3	N34°34'30"W	102.00'
4	N55°52'50"E	70.00'
5	N34°30'00"W	50.00'
6	L=38.18' R=40.00' D=054°41'20"	
7	N89°16'00"W	45.67'
8	L=38.85' R=40.00' D=055°39'17"	
9	N34°49'00"E	51.05'
10	S89°16'00"E	70.63'
11	L=57.95' R=75.00' D=044°16'14"	
12	S45°00'00"E	43.74'
13	L=62.83' R=40.00' D=089°59'50"	
14	N45°00'00"E	926.07'
15	S00°00'00"E	313.87'
16	N90°00'00"E	665.27'
17	S18°15'00"E	20.14'
18	S65°01'40"W	1031.07'
19	N30°30'00"W	10.08'
20	S57°06'50"W	105.85'
21	N32°53'10"W	10.00'
22	S57°06'50"W	68.00'
23	S51°06'00"W	45.77'
24	N84°35'00"W	101.85'
25	S72°18'00"W	220.02'

AREA=455,385 S.F. 10.45 AC.±



2300 bathards drive, ste 1
sanic rose, california, 95409
p 707.542.0513 - f 707.542.1625
www.michaelfordinc.com

REORGANIZATION OF
APN 038-061-14, 27 & 30 & 038-053-17
LAFCO #
A PORTION OF PARADISE COVE SUBD.NO 2
SECT. 24, T1N, R5W



SCALE 1" = 200'

DATE: MAY 5, 2021

JOB # 203522

3522-TP.dwg

MARIN COUNTY SANITARY DIST. NO. 2 ANNEXATION
APN 038-053-17 & APN 038-061-14, 30
LAFCO # _____ - Legal description

Being a portion of the map of Paradise Cove Subd. No. Two filed n Book 5 Record Maps Page 90, Marin County Records, being the lands of Jacqueline Bos and Eric McCrath Trustees of the Jacqueline Bos and Eric McCrath Revocable Living Trust described in that deed recorded under Document No. 2020-0044107, Official Records of Marin County, described as follows;

BEGINNING at a point on the northerly line of Paradise Drive as shown on said map of Paradise Cove Subd. No. Two at the southwesterly most corner of Parcel Three of said lands of Jacqueline Bos and Eric McCrath, said point being on the City Limits line of the City of Tiburon and the Marin County Sanitary District No. 2 boundary;

Thence along said City Limits line and the Sanitary District Boundary, being the westerly line of said Parcel Three of said lands of Jacqueline Bos and Eric McCrath the following courses, N04°24'13"W 58.00 feet, N13°48'38"E 67.42 feet, N34°34'30"W 102.00 feet and N55°52'50"E 70.00 feet to the common line of said Parcel Three and Parcel One of said lands of Bos and McCrath;

Thence along said westerly and northerly lines of said Parcel One and said City Limits line and Sanitary District Boundary the following courses, N34°30'00"W 50.00 feet, northwesterly along a curve to the left having radius of 40.00 feet through a central angle of 54°41'20" an arc length 38.18 feet, N89°16'00"W 45.67', westerly on a curve to the left having a radius of 40.00 feet through a central angle of 55°39'17" for an arc length of 38.85 feet to the south line of Ranch Road, along said south line N34°49'00"E 51.05 feet, leaving said south line S89°16'00"E 70.63 feet, southeasterly on a curve to the right having a radius of 75.00 feet through a central angle of 44°16'14" for an arc length of 57.95 feet, S45°00'00"E 43.74 feet, easterly on a curve to the left having a radius of 40.000 feet through a central angle of 89°59'50" for an arc length of 62.83 feet and N45°00'00"E 926.07 feet to the northeasterly corner of said Parcel One;

Thence leaving said Sanitary District Boundary along said City Limits line and the easterly line of said Parcel One and Parcel Three S00°00'00"E 261.15 feet to the southeasterly line of Parcel Three of said lands of Jacqueline Bos and Eric McCrath, said point lying on said Sanitary District Boundary;

Thence along said Sanitary District Boundary and the southeasterly line of said Parcel Three the following courses S49°20'30"W 507.51 feet, S28°04'36"W 176.85 feet, S53°30'00"W 138.00 feet and S32°52'36"W 41.44 feet to the northerly line of Paradise Drive;

Thence along said northerly line S72°18'00"W 220.00 feet to the Point of Beginning.

Containing 4.49 acres more or less (195,507 Sq. Ft.)

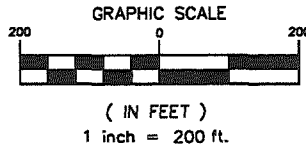
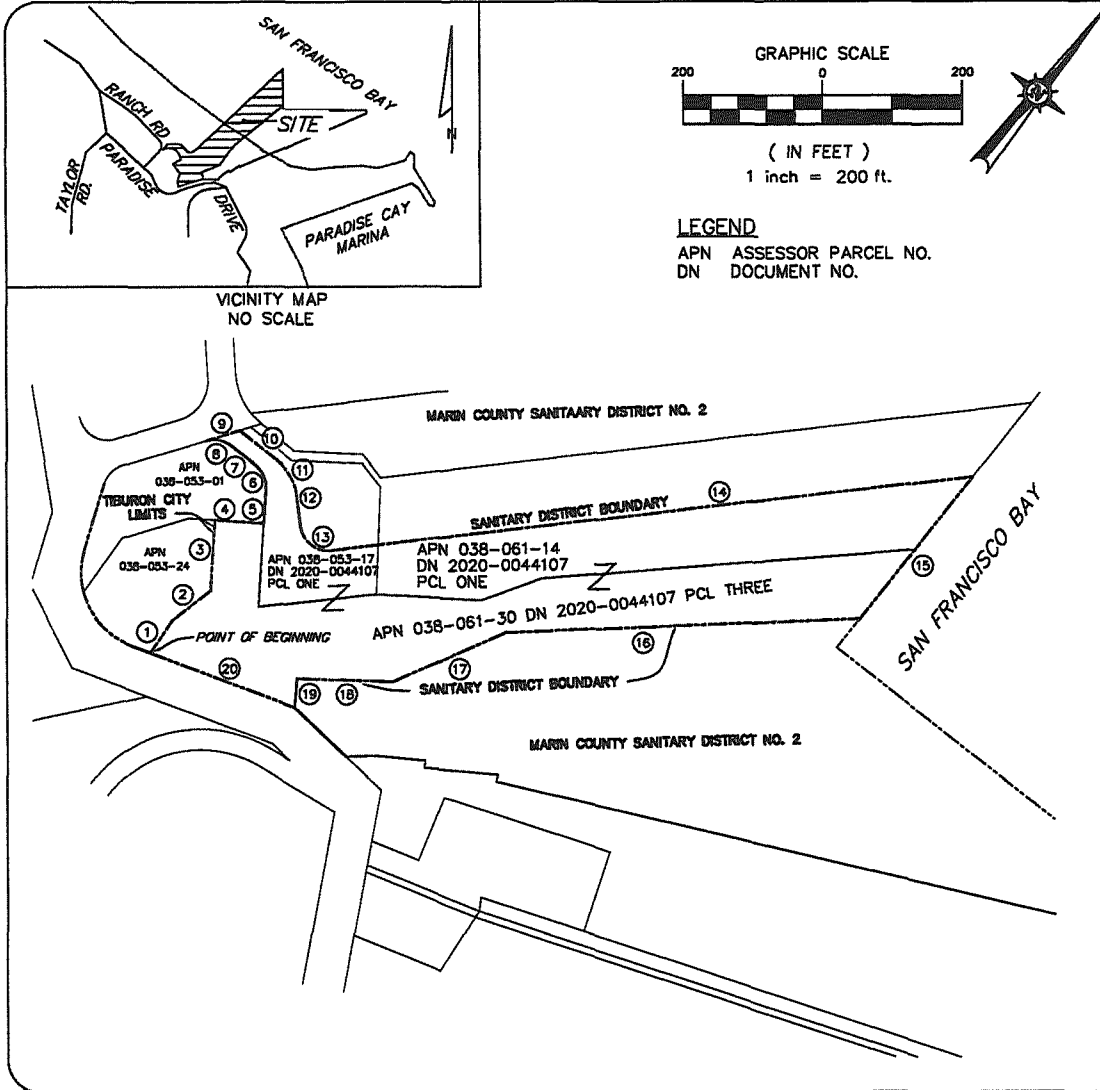
Basis of Bearings: Record of Survey filed in Book 32 Official Surveys Page 05, Marin County Records

End of Description

This description prepared by Michael E. Ford, PLS 7237 on July 2, 2021



EXHIBIT B p2



LEGEND
APN ASSESSOR PARCEL NO.
DN DOCUMENT NO.

MARIN COUNTY SANITARY DISTRICT NO. 2
ANNEXATION
APN 038-061-14 & 30, APN 038-053-17
DN 2020-0044107
4.49 ACRES

NOTE:
THE PARCELS WITHIN THIS ANNEXATION ARE
BEING MERGED AND ANNEXED INTO THE TOWN OF
TIBURON UNDER A SEPARATE, CONCURRENT LAFCD
APPLICATION TO THE TOWN OF TIBURON.

LINE & CURVE DATA

- 1 N04°24'13"W 58.00'
- 2 N13°48'38"E 67.42'
- 3 N34°34'30"W 102.00'
- 4 N55°52'50"E 70.00'
- 5 N34°30'00"W 50.00'
- 6 L=38.18' R=40.00' D=054°41'20'
- 7 N89°16'00"W 45.67'
- 8 L=38.85' R=40.00' D=055°39'17'
- 9 N34°49'00"E 51.05'
- 10 S89°16'00"E 70.63'
- 11 L=57.95' R=75.00' D=044°16'14'
- 12 S45°00'00"E 43.74'
- 13 L=62.83' R=40.00' D=089°59'50'
- 14 N45°00'00"E 926.07'
- 15 S00°00'00"E 261.15'
- 16 S49°20'30"W 507.51'
- 17 S28°04'36"W 176.85'
- 18 S53°30'00"W 138.00'
- 19 S32°52'36"W 41.44'
- 20 S72°18'00"W 220.00'

AREA=195,507 S.F. 4.49 AC.±



Michael Ford Land
2300 Bethards Drive, Ste 1
Santa Rosa, California, 95405
p 707.542.8513 - f 707.542.1825
www.michaelfordinc.com

ANNEXATION
MARIN COUNTY SANITARY DISTRICT NO. 2
APN 038-061-14 & 30, APN 038-053-17
PORTION OF PARADISE COVE SUBD. NO 2
SECT. 24, T1N, R5W

SCALE 1" = 200'

DATE: JULY 2, 2021

JOB # 203522

3522-TP.dwg

MARIN LOCAL AGENCY FORMATION COMMISSION

RESOLUTION 21-20

RESOLUTION APPROVING A REORGANIZATION CONSISTING OF A DUAL ANNEXATION OF 4916 RANCH ROAD, INCLUDING A PORTION OF PARADISE DRIVE TO THE TOWN OF TIBURON AND SANITARY DISTRICT #2 WITH WAIVER OF NOTICE, HEARING AND PROTEST PROCEEDINGS

“Reorganization of 4916 Ranch Road and a portion of Paradise Drive to the Town of Tiburon (APNs 038-053-17,038-061-14, 038-061-27, and 038-061-30) and Sanitary District #2 (APNs 038-053-17,038-061-14, and 038-061-30) (LAFCo File #1360)”

WHEREAS Jacqueline Bos & Eric McCrath, hereinafter referred to as “Property Owners,” have filed a validated landowner petition with the Marin Local Agency Formation Commission, hereinafter referred to as “Commission,” pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000; and

WHEREAS the proposal seeks Commission approval to annex approximately 10.45 acres of unincorporated land to Sanitary District #2 and the Town of Tiburon; and

WHEREAS the affected territory represents an entire lot developed with an existing single-family residence located at 4916 Ranch Road and identified by the County of Marin Assessor’s Office as APNs 038-053-17, 038-061-14, 038-061-27, and 038-061-30 (“Property”); and

WHEREAS the petition seeks to annex the above referenced four parcels into the Town of Tiburon and only three parcels as noted below into Sanitary District #2, since one parcel is already within Sanitary District #2.

WHEREAS the Commission’s staff has reviewed the proposal and prepared a report with recommendations; and

WHEREAS the staff’s report and recommendations on the proposal have been presented to the Commission in the manner provided by law; and

WHEREAS the Commission considered all the factors required by law under Government Code Section 56668 and 56668.3 and adopted local policies and procedures and desires to also include a portion of Paradise Drive to be annexed into the Town of Tiburon.

WHEREAS the proposal is for an annexation of territory that is uninhabited, and no affected local agency has submitted a written demand for notice and hearing as provided for in Government Code section 56662(a).

NOW THEREFORE, the Marin Local Agency Formation **DOES HEREBY RESOLVE, DETERMINE AND ORDER** as follows:

Section 1. The boundaries, as set forth in the proposal, are hereby approved as submitted and are as described and depicted in Exhibits “A” and “B” attached hereto and by this reference incorporated herein.

1. Approve the proposed annexation of 4916 Ranch Road (APNs 038-053-17,038-061-14, 038-061-27, and 038-061-30) including a portion of Paradise Drive to the Town of Tiburon, as shown and described in Exhibit “A” and Sanitary District #2 (APNs 038-053-17,038-061-14, and 038-061-30) (LAFCo File #1360) as shown and described on Exhibit “B”.

Section 2. The territory includes 4916 Ranch Road’s 10.45 acres and the additional area from a portion of Paradise Drive, is found to be uninhabited, and is assigned the following distinctive short form designation: “Reorganization of 4916 Ranch Road and a portion of Paradise Drive to the Town of Tiburon

(APNs 038-053-17,038-061-14, 038-061-27, and 038-061-30) and Sanitary District #2 (APNs 038-053-17,038-061-14, and 038-061-30) (LAFCo File #1360)”

Section 3. The proposal is consistent with the adopted spheres of influence for the Town of Tiburon and Sanitary District #2.

Section 4. The Executive Officer is hereby authorized to waive notice and hearing, and protest proceedings, and complete reorganization proceedings.

Section 5. As Responsible Agency under CEQA for the proposed reorganization consisting of annexations of:

1. APNs 038-053-17,038-061-14, 038-061-27, 038-061-30 and a portion of Paradise Drive as described in Exhibit “A” to the Town of Tiburon, and
2. APNs 038-053-17,038-061-14, and 038-061-30 to Sanitary District #2

LAFCo finds that the reorganization is categorically exempt from the provisions of CEQA pursuant to State CEQA Guidelines Section 15319 (a).

PASSED AND ADOPTED by the Marin Local Agency Formation Commission on December 9, 2021 by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

Sashi McEntee, Chair

ATTEST:

APPROVED AS TO FORM:

Jason Fried, Executive Officer

Malathy Subramanian, LAFCo Counsel

Attachments to Resolution No. 21-20

- a) Exhibit A – Legal Description & Map for annexation to the Town of Tiburon
- b) Exhibit B – Legal Description & Map for annexation to Sanitary District #2



MARIN LAFCO

I. PETITION FOR PROCEEDING PURSUANT TO THE CORTESE-KNOX-HERTZBERG ACT
LOCAL GOVERNMENT REORGANIZATION ACT OF 2000

The undersigned hereby petition(s) the Marin Local Agency Formation Commission for approval of a proposed change or organization or reorganization and stipulates as follows:

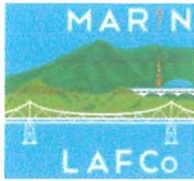
1. This proposal is made pursuant to Part 3, Division 3, and Title 5 of the California Government Code (commencing with Section 56000, Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000).
2. The specific change(s) of organization proposed (i.e. Annexation, Detachment, Reorganization, etc.) is/are Annexation to the Town of Tiburon and Annexation to Sanitary District #2 of Marin County.
3. The boundaries of the territory(ies) included in the proposal are as described in Exhibits "A" and "B" attached hereto and by this reference incorporated herein.
4. The territory(ies) included in the proposal is/are:
 - Inhabited (12 or more registered voters)
 - Uninhabited (11 or fewer registered voters)
5. This proposal is or is not consistent with the sphere(s) of influence of the affected city and/or district(s).
6. The reason(s) for the proposed Annexation (ie. Annexation, Detachment, Reorganization, etc.) is/are to connect to the Sanitary District #2 sewer system with dual annexation to the Town of Tiburon to provide more orderly local government boundaries and cost-efficiencies by reducing an unincorporated island in the Town of Tiburon.
7. The proposal is requested to be made subject to the following terms and conditions:

8. The persons signing this petition have signed as:
 - Registered voters
 - Owners of the land
 - On behalf of the Board, City, District, or Agency

Jacqueline Bos & Eric McCrath
Print Name

Signature

8/26/2021
Date



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

II. LANDOWNERS SIGNATURES
 (§56700, et seq.)

We the undersigned landowners hereby request proceedings be initiated pursuant to Government Code §56000, et seq. for the change(s) of organization described on the attached Proposal Application.

Name and Address of Applicant: Jacqueline Bos & Eric McCrath, Trustees for the
Jacqueline Bos and Eric McCrath Revocable Living Trust.

210 Francisco Street, San Francisco, CA 94133

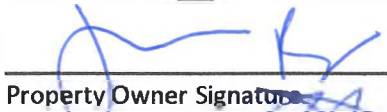
Contact Number: (415) 503 8174 Email: jacquibos@gmail.com

Agent Representative (optional)
 I/We hereby authorize _____ to act as my/our agent to process all phases of the LAFCo action relating to the parcels listed below.

Name and Address of Agent: _____

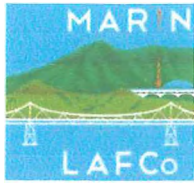
Contact Number: (_____) _____ Email: _____

All owners of each parcel **must** sign. Original signatures are required.

 8/26/2021
 Property Owner Signature Date

 8/26/2021
 Property Owner Signature Date

 Property Owner Signature Date



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

Additional Notification Approval (Optional)

I/We hereby authorize, that in addition to the application representative, the persons listed below are granted permission to receive copies of application notices, and reports.

Property Owner Signature

Please provide the names, email addresses, and phone numbers of any persons who are to be furnished copies of the Agenda, Executive Officer's Report, and Notice of Hearings. This includes name, title, email address, and phone number of key staff you've worked with/talked to. This allows LAFCo to send information directly to the key person in each agency who is relevant to the application:

Please Print Name

Email Address

Phone Number



MARIN LAFCO
III. APPLICATION QUESTIONNAIRE

In accordance with requirements set forth in the California Government Code, the Commission must review specific factors in its consideration of this proposal. In order to facilitate the Commission's review, please respond to the following questions:

GENERAL INFORMATION

1. Please check the method by which this application was initiated:
 Petition (Landowner)
 Resolution of Application (City/Town or District)

2. Does the application possess 100% written consent of each property owner in the subject territory? Yes No

3. A. This application is being submitted for the following boundary change:
(BE SPECIFIC: For example, "annexation," "reorganization")
Annexation

- B. The reason for the proposed action(s) being requested:
(BE SPECIFIC: For example, "Annexation to sewer district for construction of three homes")
Annexation to sewer district for construction of one home

4. State general location of proposal:
North of Paradise Cay between Tiburon and Corte Madera between the shoreline
and Paradise Drive.



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

5. Is the proposal within a city's boundaries?

Yes Which city? _____

No If the proposal is adjacent to a city, provide city name: Town of Tiburon

6. Is the subject territory located within an island of unincorporated territory?

Yes No If applicable, indicate city Town of Tiburon

7. Would this proposal create an island of unincorporated territory? Yes No

If yes, please justify proposed boundary change: _____

8. Provide the following information regarding the area proposed for annexation:

(Attach additional if needed)

A. Assessor's Parcel Number(s)	Site Address(es)
<u>038-053-17</u>) _____
<u>038-061-14</u>) <u>4916 Ranch Road Tiburon</u>
<u>038-061-72</u>) _____
<u>038-061-30</u>) _____
_____	_____

B. Total number of parcels included in this application: 4

9. Total land area in acres: 10.45 ac. (incl. submerged); approx. 3.07 ac. above MHW (dry land)



LAND USE AND DEVELOPMENT POTENTIAL

1. Describe any special land use concerns:

2. Indicate current land use: (such as: number of dwellings, permits currently held, etc.)
Currently this land has one single family residence. We have a will-serve letter from Sanitary District #2 of Marin County (attached as Exhibit D.) We have a permit to remove the septic system (attached as Exhibit E.).

3. Indicate the current zoning (either city/town or county) title and densities permitted:

4. Has the area been rezoned? No _____ N/A _____ Yes ^(in process) _____

What is the rezoning classification, title and densities permitted?

The Tiburon General Plan designates the parcel as M medium density residential -- typically zoned as RO-2, Residential Open (medium density housing up to 3.0 units/acre). The Tiburon Planning Comm'n will hear the matter on Sept. 8, 2021; if approved it will go to the Town Council.

5. Describe the specific development potential of the property: (Number of units allowed in zoning)
We plan to replace the current single family residence with another single family residence. See also response to Q4, above.



ENVIRONMENT

1. Is the site presently zoned, or designated for, or engaged in agricultural use?

Yes _____ No _____

If yes, explain: _____

2. Will the proposal result in a reduction of public or private open space?

Yes _____ No _____

If yes, explain: _____

3. Will service extension accomplished by this proposal induce growth in:

- A. This site? Yes _____ No _____ N/A _____
- B. Adjacent sites? Yes _____ No _____ N/A _____
- C. Unincorporated? Yes _____ No _____
- D. Incorporated? Yes _____ No _____

4. State general description of site topography: The four lots include approx. 7.3 ac. of water.
The land has gently sloping developed grassland/house/hardscape from the shore to around 20', then
transitions to an undeveloped oak knoll that increases steeply to 80' at Paradise Drive.

5. Indicated Lead Agency for this project: Town of Tiburon

6. Indicate Environmental Determination by Lead Agency: Categorical Exemption
with respect to (indicate project) Annexation to Town of Tiburon
Dated: May 25, 2021 (see Exhibit C)

(COPY OF ENVIRONMENTAL DOCUMENTS MUST BE SUBMITTED WITH APPLICATION.)

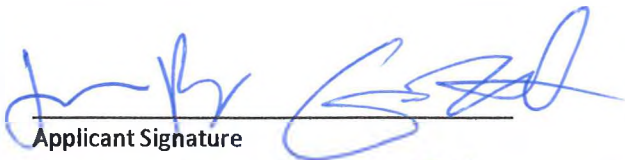


IV. INDEMNIFICATION AGREEMENT

As part of this Application, Applicant and its successors and assigns, shall indemnify, defend and hold harmless, LAFCo, its officials, officers, employees, agents, representatives, contractors and assigns from and against any and all claims, demands, liability, judgments, damages (including consequential damages), awards, interests, attorneys' fees, costs and expenses of whatsoever kind or nature, at any time arising out of, or in any way connected with any legal challenges to or appeals associated with LAFCo's review and/or approval of the Application (collectively, "Indemnification Costs"). Applicant's obligation to indemnify, defend and hold harmless LAFCo, its officials, officers, employees, agents, representatives, contractors and assigns under this Agreement shall apply regardless of fault, to any acts or omissions, or negligent conduct, whether active or passive, on the part of the Applicant, LAFCo, its officials, officers, employees, agents, representatives, contractor or assigns. Applicant's obligation to defend LAFCo, its officials, officers, employees, agents, representatives, contractor or assigns under this Agreement shall be at Applicant's sole expense and using counsel selected or approved by LAFCo in LAFCo's sole discretion.

In the event of a lawsuit, Applicant will be notified by LAFCo within three (3) business days of being served. An invoice will be submitted to the Applicant by LAFCo for an amount between \$10,000 and \$25,000 to cover a portion of the Indemnification Costs ("Reserve"), which shall depend upon the estimated cost to resolve the matter and shall be determined in LAFCo's sole discretion. Applicant shall pay the Reserve to LAFCo within seven (7) calendar days of LAFCo's request. The Reserve shall be applied against LAFCo's final bill for the Indemnification Costs, with any unused portion to be returned to Applicant. LAFCo shall bill Applicant month for the Indemnification Costs, which shall be paid to LAFCo no later than 15 calendar days after receipt of LAFCo's bill. LAFCo may stop defending the matter, if at any time LAFCo has not received timely payment of the Reserve and/or the Indemnification Costs. This will not relieve Applicant of any of its obligations pursuant to this Agreement.

As the Applicant I hereby attest with signature,



Applicant Signature

8/26/21

Date

Jacqueline Bos Eric McCrath

Print Name

Trustees

Title



V. PLAN FOR PROVIDING SERVICES
(For City/Town or District Only)

This section to be completed by a city/town or district representative for all **applications initiated by resolution or as required by Executive Officer.**

1. Enumerate and describe services to be extended to the affected territory:

- Police: _____
- Fire: _____
- Sewer: _____
- Water: _____
- Other: _____

2. Advise whether any of the affected agencies serving or expected to serve this site are current operating at or near capacity: _____

3. Describe the level and range of services: _____

4. Indicate when services can/will be extended to the affected territory:

5. Note any improvements or upgrading of structures, roads, sewer or water facilities, or other conditions required within the affected territory: _____



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

6. Describe financial arrangements for construction and operation of services extended to the affected territory. Will the territory be subject to any special taxes, charges or fees? (If so, please specify.)

This section completed by:

Signature

Title

Print Name

Agency

Contact Email

Contact Number



EXHIBIT C

Jacqui Bos <jacquibos@gmail.com>

4916 ranch rd pre-zoning CEQA exemption

Kris Bernard <kbemard@townoftiburon.org>
To: Sean Bailey <sean.bailey1014@gmail.com>
Cc: Jacqui Bos <jacquibos@gmail.com>

Tue, May 25, 2021 at 12:02 PM

Hi Sean and Jacqui,

I just confirmed with Dina that she can eliminate the \$2210 fee as she is able to categorically exempt this from CEQA.

Respectfully,

Kris Bernard

Community Development Aide

[Town of Tiburon](#)

[1505 Tiburon Blvd.](#)

[Tiburon, CA 94920](#)

[\(415\) 435-7390](#)

[\(415\) 910-0611 cell](#)

www.townoftiburon.org

All Town facilities are closed for walk-in service. Additional information about access to Town services during the shelter-in-place order is available on the Town's website. Most staff are available by email (Staff Directory). Please note that individual phone lines may not be monitored and email is the best method of communication.



From: Sean Bailey <sean.bailey1014@gmail.com>
Sent: Tuesday, May 25, 2021 9:51 AM
To: Dina Tasini <dtasini@townoftiburon.org>



THE TOWN OF
CORTE MADERA
MARIN COUNTY CALIFORNIA

300 TAMALPAIS DRIVE
CORTE MADERA, CA
94925-1418

www.ci.corte-madera.ca.us

TOWN MANAGER
TOWN COUNCIL
415-927-5055

TOWN CLERK
415-927-5086

FINANCE / BUS. LICENSE
415-927-5055

FIRE DEPARTMENT
415-927-5077

PLANNING / ZONING
415-927-5064

BUILDING INSPECTOR
415-927-5062

TOWN ENGINEER
PUBLIC WORKS
415-927-5057

RECREATION DEPARTMENT
415-927-5072

SANITARY DISTRICT NO. 2
415-927-5057

TWIN CITIES POLICE AUTHORITY
415-927-5150

SANITARY DISTRICT NO. 2 OF MARIN COUNTY
300 TAMALPAIS DRIVE
CORTE MADERA, CA 94925-1418
(415) 927-5057 FAX: (415) 927-6711
EMAIL: sewer_dept@ci.corte-madera.ca.us

October 7, 2020

Jacqueline Bos and Eric McCrath
210 Francisco Street
San Francisco, CA 94133

Re: Will Serve Letter
4916 Ranch Rd., Tiburon
APN. 038-061-30, 27, and 17
Sanitary District No. 2 Comments

Dear Jacqueline Bos:

This responds to your request for a "Will Serve Letter" from Sanitary District No. 2 of Marin County. The District can serve the above listed parcel(s) with sewer service upon completion of the following:

1. A new Sanitary Sewer Permit along with fees shall be obtained from Sanitary District No. 2 for the new connections to the sewer system. A sanitary sewer backflow device shall be installed at the foundation to the house.
2. The permit shall be accompanied with a plan showing the sewer lateral location, specifying the size, type of lateral pipe, and slopes on the pipe. The plans shall also address any anticipated differential settlement between the house and pipe lateral.
3. Plans shall comply with all district construction standards

If you have any questions regarding this letter, or if we can be of any further assistance, please contact the Sanitary District at (415) 927-5057.

Sincerely,

Fernanda Stefanick
Sanitary District 2

COUNTY OF MARIN
COMMUNITY DEVELOPMENT AGENCY
ENVIRONMENTAL HEALTH SERVICES
CIVIC CENTER, ROOM 236
SAN RAFAEL CA 94903
Ph. (415) 473-6907 FAX (415) 473-4120

DATE ISSUED: 10/12/20
PERMIT NUMBER: B23715
EXPIRATION DATE: 10/12/21
A.P. N: 038-061-130

TO: Jacqueline Bos
210 Francisco St
San Francisco, CA 94133

In compliance with your request of 9/29/20 and subject to all of the terms, conditions and restrictions specified in Marin County Code Chapter 18.06 and the adopted "Regulations for Design and Construction."

PERMISSION IS HEREBY GRANTED TO:

X	ABANDON A SEPTIC SYSTEM
septic tank gallon capacity	

AT: 4916 Ranch Rd., Tiburon

ALL WORK TO BE DONE IN ACCORDANCE WITH SITE PLAN SUBMITTED TO ENVIRONMENTAL HEALTH SERVICES (EHS) ON

All work to be done in accordance with attached general provisions and/or the following special condition(s):

1. Owner to show proof of Workers' Comp. or licensed contractor C-42, C-36, A-Engineer.
2. See conditions 1-6 listed below.

Procedures for abandonment:

1. A licensed septic tank pumper must pump the septic tank. A copy of the receipt for this pumping must be provided.
2. The tank must be abandoned in one of the following ways:
 - (a) Tank removed, then disposed of at a sanitary landfill (receipt must be provided).
 - (b) Tank top removed, tank crushed, then backfill excavation with sand to within 12 " of native surface.
 - (c) Tank top removed, tank bottom perforated, excavation filled with sand to within 12 " of native surface.
3. Contact EHS after backfilling excavation with sand and provide 48 hours notice to schedule a final inspection.
4. EHS needs to verify:
 - (a) Plumbing lines from house to septic tank are disconnected or removed.
 - (b) Verify that the structure is connected to the sanitary sewer, either by visual inspection or by confirmation from the sanitary district.
5. Backfill remaining 12 inches of excavation with native soil.
6. EHS will issue final Certificate of Inspection confirming the septic tank has been properly abandoned.

This permit is valid for 1 year from the date of issuance. If delayed beyond this period, this permit will become null and void and a new permit will be required.


Gwendolyn Baert, Senior R.E.H.S.

c: Consultant/Contractor
Sanitary District

DATE FIELD INSPECTION
1.



Marin Local Agency Formation Commission

Regional Service Planning | Subdivision of the State of California

AGENDA REPORT

December 9, 2021

Item No. 5 (Public Hearing)

TO: Local Agency Formation Commission

FROM: Jason Fried, Executive Officer
Olivia Gingold, Clerk/Jr. Analyst

SUBJECT: Continue Hearing for the Reorganization of the Lands of Marin County Open Space District (Portion of APN 033-200-01) Including Detachment From the City of Mill Valley and Annexation to the Town of Corte Madera and Sanitary District No. 2 (LAFCo File #1361) for Eventual Addition of APN Portion to 800 Corte Madera.

Background

Marin LAFCo has received an application from Craig Richardson, acting on behalf of Marin County Open Space District (“applicant”) requesting approval for the reorganization of a portion of the Alto Bowl Reserve, including detachment from the City of Mill Valley and annexation to the Town of Corte Madera and Sanitary District #2 (SD2). The portion of the APN in question (referred to as the “Transfer Area”) is approximately 22,934 square feet and is already improved and being utilized by 800 Corte Madera. This Transfer Area currently can only be accessed by 800 Corte Madera’s property as it has a fence that runs along it that goes with the rest of the 800 Corte Madera parcel.

The affected territory is part of the Alto Bowl Preserve, which is incorporated in Mill Valley (Portion of APN 033-200-01). The proposal, as stated by the applicant, is to resolve an encroachment of improvements by 800 Corte Madera on the proposal area.

Because this application involves detachment from the City of Mill Valley, this type of application falls under G.C. §56751 which states:

56751.

(a) Upon receipt by the commission of a proposed change of organization or reorganization, except a special reorganization, that includes the detachment of territory from any city, the executive officer shall place the proposal on the agenda for the next commission meeting for information purposes only and shall transmit a copy of the proposal to any city from which the detachment of territory is requested.

(b) No later than 60 days after the date that the proposal is on the commission’s meeting agenda in accordance with subdivision (a), a city from which the detachment of territory is proposed may adopt and transmit to the commission a resolution requesting termination of the proceedings.

(c) If the city from which the detachment of territory is proposed has adopted and transmitted to the commission a resolution requesting termination of proceedings within the time period prescribed by this section, then the commission shall terminate the proceedings upon receipt of the resolution from the city.

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

Judy Arnold, Regular
County of Marin

Dennis Rodoni, Alternate
County of Marin

Sashi McEntee, Chair
City of Mill Valley

Barbara Coler, Regular
Town of Fairfax

James Campbell, Alternate
City of Belvedere

Lew Kiou, Vice Chair
Almonte Sanitary District

Craig K. Murray, Regular
Las Gallinas Valley Sanitary

Tod Moody, Alternate
Sanitary District #5

Larry Loder, Regular
Public Member

Richard Savel, Alternate
Public Member

(d) This section shall not apply if the city from which the detachment of territory is proposed has adopted and transmitted to the commission a resolution supporting the proposed change of organization or reorganization.

Staff was mindful of and compliant with the provisions of G.C. §56751 and made sure to communicate their rights to the City of Mill Valley. Mill Valley took no action on this matter within the 60 days so is not opposing this detachment from its jurisdiction.

Staff has requested comments from Mill Valley, Corte Madera, and SD2, along with other interested agencies. All comments were in support or neutral.

As there is not a master tax exchange agreement between the two cities, Mill Valley and Corte Madera need to approve an agreement. LAFCo is waiting on both of their councils to meet. The councils will be meeting in between the release of this staff report and the night of the Commission meeting.

Pre-Zoning has also not been completed for this application yet. It is listed as a term and condition of approval on the first page of the application packet (Q-1 #7), but it would be preferential if pre-zoning were completed prior to action on this item, rather than conditioning the approval on completion of pre-zoning.

Finally, the affected territory is not consistent with the current sphere of influence for either Corte Madera or SD2. In addition, it will need to be removed from Mill Valley's SOI since no area should be in two cities'/towns' SOI. Concurrent SOI updates will be necessary with this application. The SOI update needs to be publicly noticed but has not been noticed yet.

For these reasons, Staff recommends continuing this application to the February meeting to leave time to:

- 1) publicly notice the SOI update,
- 2) complete the pre-zoning, and
- 3) reach a final determination regarding the negotiation of the tax exchange agreement.

Staff Recommendation for Action

1. Staff recommendation – Continue the requested reorganization of the portion of APN 033-200-01 identified as the “Transfer Area” in Exhibit “C.”
2. Alternate Option 1 – Deny the request.

Attachments:

- 1) Application Packet & Map and Legal



Marin Local Agency Formation Commission
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MARIN LAFCO
PETITION FOR PROCEEDING PURSUANT TO THE CORTESE-KNOX-HERTZBERG ACT
LOCAL GOVERNMENT REORGANIZATION ACT OF 2000

The undersigned hereby petition(s) the Marin Local Agency Formation Commission for approval of a proposed change or organization or reorganization and stipulates as follows:

1. This proposal is made pursuant to Part 3, Division 3, and Title 5 of the California Government Code (commencing with Section 56000, Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000).
2. The specific change(s) of organization proposed (i.e. Annexation, Detachment, Reorganization, etc.) is/are Reorganization: detachment of portion of property from the City of Mill Valley, annexation to the Town of Corte Madera and Sanitation District No. 2, and coterminus sphere of influence boundary amendments.
3. The boundaries of the territory(ies) included in the proposal are as described in Exhibits "A" and "B" attached hereto and by this reference incorporated herein.
4. The territory(ies) included in the proposal is/are:
 Inhabited (12 or more registered voters)
 Uninhabited
5. This proposal is or is not consistent with the sphere(s) of influence of the affected city and/or district(s).
6. The reason(s) for the proposed reorganization (ie. Annexation, Detachment, Reorganization, etc.) is/are to resolve an encroachment of improvements at 800 Corte Madera Ave. in the Town of Corte Madera on portion of adjacent property owned by the Marin County Open Space District (MCOSD) in the City of Mill Valley. Reorganization would detach the encroachment area from Mill Valley and annex it to Corte Madera. The MCOSD has agreed to convey the encroachment area to the owner of 800 Corte Madera Ave per the terms of a land sales agreement. The MCOSD has determined that this resolution in the best interest of the Public and is consistent with the MCOSD's Encroachment Policy.
7. The proposal is requested to be made subject to the following terms and conditions:
Pre-zoning of the reorganized property and tax revenue exchange negotiations.
8. The persons signing this petition have signed as:
 Registered voters
 Owners of the land

Marin County Open Space District	Craig Richardson <small>Digitally signed by Craig Richardson Date: 2021.11.16 12:04:20 -08'00'</small>	11/16/2021
Print Name	Signature	Date



Marin Local Agency Formation Commission

Regional Service Planning | Subdivision of the State of California

LANDOWNERS SIGNATURES (§56700, et seq.)

We the undersigned landowners hereby request proceedings be initiated pursuant to Government Code §56000, et seq. for the change(s) of organization described on the attached Proposal Application.

Name and Address of Applicant: Marin County Open Space District, ATTN: Craig Richardson
3501 Civic Center Drive, Room 260
San Rafael, CA 94904

Contact Number: (415) 473-7057 Email: crrichardson@marincounty.org

Agent Representative (optional)

I/We hereby authorize _____ to act as my/our agent to process all phases of the LAFCo action relating to the parcels listed below.

Name and Address of Agent: Although not an agent of MCOSD, 800 Corte Madera LLC, the former owner of the 800
Corte Madera property, will be paying all application and processing fees. The following is the contact information for
800 Corte Madera LLC's counsel, Robert Hodil of Coblenz, Patch, Duffy & Bass

Contact Number: (415) 772-5738 Email: rhodil@coblenzlaw.com

All owners of each parcel **must** sign. Original signatures are required.

<u>Craig Richardson</u>	<small>Digitally signed by Craig Richardson Date: 2021.11.16 12:05:52 -08'00'</small>	<u>11/16/2021</u>
Property Owner Signature		Date
_____		_____
Property Owner Signature		Date
_____		_____
Property Owner Signature		Date



Marin Local Agency Formation Commission

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Additional Notification Approval (Optional)

I/We hereby authorize, that in addition to the application representative, the persons listed below are granted permission to receive copies of application notices, and reports.

Craig Richardson

Digitally signed by Craig Richardson
Date: 2021.11.16 12:07:41 -08'00'

Property Owner Signature

Please provide the names, email addresses, and phone numbers of any persons who are to be furnished copies of the Agenda, Executive Officer's Report, and Notice of Hearings:

<u>Please Print Name</u>	<u>Email Address</u>	<u>Phone Number</u>
Craig Richardson	crrichardson@marincounty.org	(415) 473-7057
Robert Hodil	rhodil@coblentzlaw.com	(415) 772-5738
Scott Hochstrasser	slh3ipa@gmail.com	(415) 572-2777
Phil Boyle	pboyle@tcmmail.org	(415) 927-5067
Patrick Kelly	pkelly@cityofmillvalley.org	(415) 388-4039



Marin Local Agency Formation Commission

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MARIN LAFCO APPLICATION QUESTIONNAIRE

In accordance with requirements set forth in the California Government Code, the Commission must review specific factors in its consideration of this proposal. In order to facilitate the Commission's review, please respond to the following questions:

I. GENERAL INFORMATION

3. Please check the method by which this application was initiated:

- Petition (Landowner)
 Resolution of Application (City/Town or District)

4. Does the application possess 100% written consent of each property owner in the subject territory? Yes No

9. A. This application is being submitted for the following boundary change:

(BE SPECIFIC: For example, "annexation," "reorganization")

Reorganization consisting of detachment of territory from the City of Mill Valley, annexation into the Town of Corte Madera and Sanitation District No. 2, and coterminous sphere of influence boundary amendments.

B. The reason for the proposed action(s) being requested:

(BE SPECIFIC: For example, "Annexation to sewer district for construction of three homes")

To resolve an encroachment of improvements at 800 Corte Madera Ave. in the Town of Corte Madera on portion of adjacent property in the City of Mill Valley. Upon completion of the reorganization and a lot line adjustment, the encroachment area will become part of the 800 Corte Madera Ave property located entirely in Town of Corte Madera.

4. State general location of proposal:

A 22,934 square foot (under 0.5-acre) portion of the approximately 37-acre Alto Bowl Preserve in Mill Valley, adjacent to 800 Corte Madera Avenue in Corte Madera.



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5. Is the proposal within a city's boundaries?
Yes Which city? City of Mill Valley
No If the proposal is adjacent to a city, provide city name: _____

6. Is the subject territory located within an island of unincorporated territory?
Yes No If applicable, indicate city _____

7. Would this proposal create an island of unincorporated territory? Yes No
If yes, please justify proposed boundary change: _____

8. Provide the following information regarding the area proposed for annexation:
(Attach additional if needed)

A. Assessor's Parcel Number(s)

033-200-01 (portion)

Site Address(es)

None. Property is part of the Alto Bowl Preserve.
Currently, the portion of the Alto Bowl Preserve at issue is
only accessible through the property at 800 Corte Madera
Avenue adjacent to the Preserve.

B. Total number of parcels included in this application: Portion of 1

9. Total land area in acres: 22,934 sq. ft.



II. LAND USE AND DEVELOPMENT POTENTIAL

1. Describe any special land use concerns:

None, the property is currently improved with residential accessory uses, which are consistent with the O-A zoning district.
Reorganization of the property would be consistent with current and future anticipated uses and agreed upon conveyance of the property from the Marin County Open Space District (MCOSD) to the 800 Corte Madera Avenue property owner.

2. Indicate current land use: (such as: number of dwellings, permits currently held, etc.)

The current land use is residential, the land contains portions of a basketball court, elevated garden planter boxes, stairs, retaining walls, and gravel pathways, associated with a single family home located on a parcel within the Town of Corte Madera, outside of the encroachment area.

3. Indicate the current zoning (either city/town or county) title and densities permitted:

City of Mill Valley Open Area District (O-A), this zoning designation is limited to lands of a public agency such as a county, city, or district. Permitted uses are low density uses including public parks, crop farming, golf courses, country clubs wildlife reserves, and equestrian and hiking areas. No specific development densities are provided for the O-A district.

4. Has the area been rezoned? No N/A _____ Yes _____

What is the rezoning classification, title and densities permitted?

The 800 Corte Madera property owner is concurrently seeking rezoning to the Town of Corte Madera's Open Residential District (R-1-C).
Development densities are established through the design review process. Lot sizes must be a minimum of 5 acres and only one single-family dwelling is permitted per lot. As permitted by the zoning, the 800 Corte Madera property has one existing single-family unit.

5. Describe the specific development potential of the property: (Number of units allowed in zoning)

The reorganized territory has limited development potential as it is currently improved with a basketball court, garden planter boxes stairs, retaining walls, and gravel pathways, and pursuant to the transfer agreement between MCOSD and 800 Corte Madera LLC, deed restrictions will limit future development to substantially similar improvements with no additional dwellings or structures.



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III. ENVIRONMENT

1. Is the site presently zoned or, designated for, or engaged in agricultural use?

Yes X _____ No _____

If yes, explain: The property is zoned O-A which allows crop farming, truck gardening, and grazing, but no such uses are presently occurring on the property.

2. Will the proposal result in a reduction of public or private open space?

Yes X _____ No _____

If yes, explain: The 37-acre Alto Bowl Preserve would be reduced by approximately 22,934 sq. ft (1.35%). However, the subject area has been fenced and inaccessible as public open space for over 20 years. Further, the reorganization would enable funds to be provided to Marin County Open Space District for habitat restoration and fire-fuel reduction activities at Alto Bowl Preserve.

3. Will service extension accomplished by this proposal induce growth in:

- | | | | |
|--------------------|-----------|-------------------|-----------|
| A. This site? | Yes _____ | No <u>X</u> _____ | N/A _____ |
| B. Adjacent sites? | Yes _____ | No <u>X</u> _____ | N/A _____ |
| C. Unincorporated? | Yes _____ | No <u>X</u> _____ | |
| D. Incorporated? | Yes _____ | No <u>X</u> _____ | |

4. State general description of site topography: The site is located on a hillside that has been graded with a balanced cut and fill on site. The grading resulted in the placement of two 5 to 6 ft. high retaining walls approximately 100ft in length. The grading and retaining walls established two flattened areas, one for the planters and the other for the basketball court.

5. Indicated Lead Agency for this project: Town of Corte Madera

6. Indicate Environmental Determination by Lead Agency: Categorically exempt from CEQA
with respect to (indicate project) Rezoning and Lot Line Adjustment
Dated: Anticipated determination - pending with concurrent application to Town of Corte Madera

(COPY OF ENVIRONMENTAL DOCUMENTS MUST BE SUBMITTED WITH APPLICATION.)



III. INDEMNIFICATION AGREEMENT

As part of this Application, Applicant and its successors and assigns, shall indemnify, defend and hold harmless, LAFCo, its officials, officers, employees, agents, representatives, contractors and assigns from and against any and all claims, demands, liability, judgments, damages (including consequential damages), awards, interests, attorneys’ fees, costs and expenses of whatsoever kind or nature, at any time arising out of, or in any way connected with any legal challenges to or appeals associated with LAFCo’s review and/or approval of the Application (collectively, “Indemnification Costs”). Applicant’s obligation to indemnify, defend and hold harmless LAFCo, its officials, officers, employees, agents, representatives, contractors and assigns under this Agreement shall apply regardless of fault, to any acts or omissions, or negligent conduct, whether active or passive, on the part of the Applicant, LAFCo, its officials, officers, employees, agents, representatives, contractor or assigns. Applicant’s obligation to defend LAFCo, its officials, officers, employees, agents, representatives, contractor or assigns under this Agreement shall be at Applicant’s sole expense and using counsel selected or approved by LAFCo in LAFCo’s sole discretion.

In the event of a lawsuit, Applicant will be notified by LAFCo within three (3) business days of being served. An invoice will be submitted to the Applicant by LAFCo for an amount between \$10,000 and \$25,000 to cover a portion of the Indemnification Costs (“Reserve”), which shall depend upon the estimated cost to resolve the matter and shall be determined in LAFCo’s sole discretion. Applicant shall pay the Reserve to LAFCo within seven (7) calendar days of LAFCo’s request. The Reserve shall be applied against LAFCo’s final bill for the Indemnification Costs, with any unused portion to be returned to Applicant. LAFCo shall bill Applicant month for the Indemnification Costs, which shall be paid to LAFCo no later than 15 calendar days after receipt of LAFCo’s bill. LAFCo may stop defending the matter, if at any time LAFCo has not received timely payment of the Reserve and/or the Indemnification Costs. This will not relieve Applicant of any of its obligations pursuant to this Agreement.

As the Applicant I hereby attest with signature,

Craig Richardson

Digitally signed by Craig Richardson
Date: 2021.11.16 12:09:09 -08'00'

Applicant Signature

Craig Richardson

Print Name

11/16/2021

Date

Senior Planner

Title



Marin Local Agency Formation Commission

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PLAN FOR PROVIDING SERVICES (For City/Town or District Only)

This section to be completed by a city/town or district representative for all **applications initiated by resolution or as required by Executive Officer.**

1. Enumerate and describe services to be extended to the affected territory:

Police: _____

Fire: _____

Sewer: _____

Water: _____

Other: _____

2. Advise whether any of the affected agencies serving or expected to serve this site are current operating at or near capacity: _____

3. Describe the level and range of services: _____

4. Indicate when services can/will be extended to the affected territory:

5. Note any improvements or upgrading of structures, roads, sewer or water facilities, or other conditions required within the affected territory: _____



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6. Describe financial arrangements for construction and operation of services extended to the affected territory. Will the territory be subject to any special taxes, charges or fees? (If so, please specify.)

This section completed by:

Signature

Title

Print Name

Agency

Contact Email

Contact Number

EXHIBIT A
LEGAL DESCRIPTION
EXISTING PARCEL 1 (LANDS OF 800 CORTE MADERA HOLDINGS LLC)

Real property situate in the Town of Corte Madera, County of Marin, State of California, Being the Lands of 800 Corte Madera Holdings LLC, as described by that Grant Deed recorded under Document Number 2021-0017385, Official Records of Marin County, more particularly described as follows;

Parcel One:

Commencing at the intersection of the northeasterly line of the county road from Corte Madera to Alto with the southerly boundary line of the 63.29 acre tract of land described in deed to Edgar C. Chapman, recorded October 23, 1899 in Book 57 of Deeds, Page 355, Marin County Records; Thence along the last mentioned line North 78°45' East, 400 feet; and North 80°55' East, 321.7 feet, to the westerly boundary line of the property described in Deed from Edgar C. Chapman, et ux, to Henry G. Meyer recorded January 4, 1905 in Book 92 of Deeds at Page 12, Marin County Records; Thence along said Line North 18°35' West, 277.7 feet; Thence leaving said line North 66° 35' West, 225.7 feet; South 65°57' West, 102.7 feet; and North 61°19' West, 143.4 feet to the southeasterly line of a 40-foot road; Thence along the line of said road South 61° 16' West, 37.9 feet; South 89°58' West, 99.4 feet; South 58° 03' West, 41.6 feet; South 43° 10' West, 140 feet; South 11°44' East, 133.6 feet; South 5°14' West, 101.2 feet; and South 4°41' East, 54.3 feet, to the intersection with the northeasterly line of the aforesaid county road; Thence along said last mentioned line South 28° 25' East, 93.5 feet, to the place of beginning.

Excepting therefrom a small portion of the property above described as lies within the boundaries of the State Highway.

Parcel Two:

BEGINNING at an angle point common to the calls North 18°35' West, 277.7 feet; and North 66°35' West, 225.7 feet, as above described; running thence from said POINT OF BEGINNING North 66°35' West, 225.7 feet; South 65°57' West, 102.7 feet; and North 61°19' West, 143.4 feet, to the easterly line of a 40-foot road; Thence along said line of said road north, 50 feet, to a point in the southerly boundary line of the property described in Deed from Edgar C. Chapman, et ux, to Henry G. Meyer recorded January 4, 1905 in Book 92 of Deeds at Page 12, Marin County Records; Thence leaving said road line and running along said last mentioned line South 82°53' East, 209.6 feet; and south 57°15' east, 260 feet, to the place of beginning.

Parcel three:

Lots 23A, 23B, 24A, 24B, 25A, 25B, 26A, 26B, as the same are shown on that certain map entitled, "Map No. 2 Chapman Park, Corte Madera, Marin Co., Cal., 1906," filed November 12, 1906 in Book 2 of Maps at Page 73, Marin County Records.

Containing: 472,626 square feet, more or less.

END OF DESCRIPTION

DRAFT

Dated: _____

Jason Kirchmann, PE, PLS No. 8806

EXHIBIT B
LEGAL DESCRIPTION
(TRANSFER AREA FROM MARIN COUNTY OPEN SPACE DISTRICT TO 800 CORTE MADERA
HOLDINGS LLC)

Real property situate in the City of Mill Valley, County of Marin, State of California, Being a portion of the Lands of Marin County Open Space District, as described by that Grant Deed recorded in Book 2841 of Official Records of Marin County at Page 436, said portion being described as follows;

BEGINNING at a 2" aluminum disk stamped "MARIN COUNTY OPEN SPACE DISTRICT SURVEY MARKER PLS 8806", being the common southerly corner of Lots 22 and 23 as shown on that Map of Chapman Park #2 filed in Book 2 of Maps at Page 21, Marin County Records, said point lying South 82°36'00" West, 371.97 feet from a ¾" iron pipe at the southerly terminus of Sausalito Street as shown on that Record of Survey filed in Book 18 of Official Surveys at Page 61, Marin County Records;

Thence leaving the southerly line of said Chapman Park #2, South 7°24'00" East, 3.60 feet to a 2" aluminum disk stamped "MARIN COUNTY OPEN SPACE DISTRICT SURVEY MARKER PLS 8806";

Thence parallel to and 3.60 feet southerly of said southerly line, South 82°36'00" West, 159.23 feet to a 2" aluminum disk stamped "MARIN COUNTY OPEN SPACE DISTRICT SURVEY MARKER PLS 8806";

Thence South 52°57'33" West, 98.25 feet to a 2" aluminum disk stamped "MARIN COUNTY OPEN SPACE DISTRICT SURVEY MARKER PLS 8806";

Thence South 67°02'34" West, 96.82 feet to a 2" aluminum disk stamped "MARIN COUNTY OPEN SPACE DISTRICT SURVEY MARKER PLS 8806";

Thence North 74°43'51" West, 44.24 feet to a 2" aluminum disk stamped "MARIN COUNTY OPEN SPACE DISTRICT SURVEY MARKER PLS 8806";

Thence North 27°36'30" West, 22.47 feet to a 2" aluminum disk stamped "MARIN COUNTY OPEN SPACE DISTRICT SURVEY MARKER PLS 8806";

Thence South 81°59'46" West, 91.71 feet to a 2" aluminum disk stamped "MARIN COUNTY OPEN SPACE DISTRICT SURVEY MARKER PLS 8806";

Thence North 82°07'25" West, 25.28 feet to a 2" aluminum disk stamped "MARIN COUNTY OPEN SPACE DISTRICT SURVEY MARKER PLS 8806";

Thence North 59°47'53" West, 34.48 feet to a 2" aluminum disk stamped "MARIN COUNTY OPEN SPACE DISTRICT SURVEY MARKER PLS 8806";

Thence South $80^{\circ}10'31''$ West, 275.63 feet to a 2" aluminum disk stamped "MARIN COUNTY OPEN SPACE DISTRICT SURVEY MARKER PLS 8806";

Thence South $68^{\circ}20'41''$ West, 131.11 feet to a 2" aluminum disk stamped "MARIN COUNTY OPEN SPACE DISTRICT SURVEY MARKER PLS 8806";

Thence North $88^{\circ}41'52''$ West, 96.76 feet to a 2" aluminum disk stamped "MARIN COUNTY OPEN SPACE DISTRICT SURVEY MARKER PLS 8806";

Thence North $68^{\circ}22'27''$ West, 9.01 feet to a 2" aluminum disk stamped "MARIN COUNTY OPEN SPACE DISTRICT SURVEY MARKER PLS 8806" in the southerly line of Lot 32 shown on previously described Chapman Park #2.

Thence North $78^{\circ}18'37''$ East, 235.47 feet along southerly line of Lot 32 shown on previously described Chapman Park #2.

Thence North $78^{\circ}54'26''$ East, 320.03 feet along southerly line of Lot 32 to the common southerly corner of Lots 24 and 32 shown on previously described Chapman Park #2.

Thence North $82^{\circ}36'00''$ East, 481.70 feet along southerly line of Lots 24 and 23 as shown on previously described Chapman Park #2, to the POINT OF BEGINNING.

Containing: 22,934 square feet, more or less.

Basis of Bearings: Record of Survey filed in Book 18 of Official Surveys at Page 61, Marin County Records

END OF DESCRIPTION

DRAFT

Jason Kirchmann, PE, PLS No. 8806

Dated:_____

#2 filed in Book 2 of Maps at Page 21, Marin County Records, said point lying South 82°36'00" West, 371.97 feet from a ¾" iron pipe at the southerly terminus of Sausalito Street as shown on that Record of Survey filed in Book 18 of Official Surveys at Page 61, Marin County Records;

Thence leaving the southerly line of said Chapman Park #2, South 7°24'00" East, 3.60 feet to a 2" aluminum disk stamped "MARIN COUNTY OPEN SPACE DISTRICT SURVEY MARKER PLS 8806";

Thence parallel to and 3.60 feet southerly of said southerly line, South 82°36'00" West, 159.23 feet to a 2" aluminum disk stamped "MARIN COUNTY OPEN SPACE DISTRICT SURVEY MARKER PLS 8806";

Thence South 52°57'33" West, 98.25 feet to a 2" aluminum disk stamped "MARIN COUNTY OPEN SPACE DISTRICT SURVEY MARKER PLS 8806";

Thence South 67°02'34" West, 96.82 feet to a 2" aluminum disk stamped "MARIN COUNTY OPEN SPACE DISTRICT SURVEY MARKER PLS 8806";

Thence North 74°43'51" West, 44.24 feet to a 2" aluminum disk stamped "MARIN COUNTY OPEN SPACE DISTRICT SURVEY MARKER PLS 8806";

Thence North 27°36'30" West, 22.47 feet to a 2" aluminum disk stamped "MARIN COUNTY OPEN SPACE DISTRICT SURVEY MARKER PLS 8806";

Thence South 81°59'46" West, 91.71 feet to a 2" aluminum disk stamped "MARIN COUNTY OPEN SPACE DISTRICT SURVEY MARKER PLS 8806";

Thence North 82°07'25" West, 25.28 feet to a 2" aluminum disk stamped "MARIN COUNTY OPEN SPACE DISTRICT SURVEY MARKER PLS 8806";

Thence North 59°47'53" West, 34.48 feet to a 2" aluminum disk stamped "MARIN COUNTY OPEN SPACE DISTRICT SURVEY MARKER PLS 8806";

Thence South 80°10'31" West, 275.63 feet to a 2" aluminum disk stamped "MARIN COUNTY OPEN SPACE DISTRICT SURVEY MARKER PLS 8806";

Thence South 68°20'41" West, 131.11 feet to a 2" aluminum disk stamped "MARIN COUNTY OPEN SPACE DISTRICT SURVEY MARKER PLS 8806";

Thence North 88°41'52" West, 96.76 feet to a 2" aluminum disk stamped "MARIN COUNTY OPEN SPACE DISTRICT SURVEY MARKER PLS 8806";

Thence North $68^{\circ}22'27''$ West, 9.01 feet to a 2" aluminum disk stamped "MARIN COUNTY OPEN SPACE DISTRICT SURVEY MARKER PLS 8806" in the southerly line of Lot 32 shown on previously described Chapman Park #2.

Thence North $78^{\circ}18'37''$ East, 235.47 feet along southerly line of Lot 32 shown on previously described Chapman Park #2.

Thence North $78^{\circ}54'26''$ East, 320.03 feet along southerly line of Lot 32 to the common southerly corner of Lots 24 and 32 shown on previously described Chapman Park #2.

Thence North $82^{\circ}36'00''$ East, 481.70 feet along southerly line of Lots 24 and 23 as shown on previously described Chapman Park #2, to the POINT OF BEGINNING.

Containing: 22,934 square feet, more or less.

Basis of Bearings: Record of Survey filed in Book 18 of Official Surveys at Page 61, Marin County Records

Total Area: 495,560 square feet, more or less.

END OF DESCRIPTION

DRAFT

Jason Kirchmann, PE, PLS No. 8806

Dated: _____

EXHIBIT C
LEGAL DESCRIPTION
RESULTANT PARCEL 1 (LANDS OF 800 CORTE MADERA HOLDINGS LLC)

Real property situate in the Town of Corte Madera, County of Marin, State of California, Being the Lands of 800 Corte Madera Holdings LLC, as described by that Grant Deed recorded under Document Number 2021-0017385, Official Records of Marin County, more particularly described as follows;

Parcel One:

Commencing at the intersection of the northeasterly line of the county road from Corte Madera to Alto with the southerly boundary line of the 63.29 acre tract of land described in deed to Edgar C. Chapman, recorded October 23, 1899 in Book 57 of Deeds, Page 355, Marin County Records; Thence along the last mentioned line North 78°45' East, 400 feet; and North 80°55' East, 321.7 feet, to the westerly boundary line of the property described in Deed from Edgar C. Chapman, et ux, to Henry G. Meyer recorded January 4, 1905 in Book 92 of Deeds at Page 12, Marin County Records; Thence along said Line North 18°35' West, 277.7 feet; Thence leaving said line North 66° 35' West, 225.7 feet; South 65°57' West, 102.7 feet; and North 61°19' West, 143.4 feet to the southeasterly line of a 40-foot road; Thence along the line of said road South 61° 16' West, 37.9 feet; South 89°58' West, 99.4 feet; South 58° 03' West, 41.6 feet; South 43° 10' West, 140 feet; South 11°44' East, 133.6 feet; South 5°14' West, 101.2 feet; and South 4°41' East, 54.3 feet, to the intersection with the northeasterly line of the aforesaid county road; Thence along said last mentioned line South 28° 25' East, 93.5 feet, to the place of beginning.

Excepting therefrom a small portion of the property above described as lies within the boundaries of the State Highway.

Parcel Two:

BEGINNING at an angle point common to the calls North 18°35' West, 277.7 feet; and North 66°35' West, 225.7 feet, as above described; running thence from said POINT OF BEGINNING North 66°35' West, 225.7 feet; South 65°57' West, 102.7 feet; and North 61°19' West, 143.4 feet, to the easterly line of a 40-foot road; Thence along said line of said road north, 50 feet, to a point in the southerly boundary line of the property described in Deed from Edgar C. Chapman, et ux, to Henry G. Meyer recorded January 4, 1905 in Book 92 of Deeds at Page 12, Marin County Records; Thence leaving said road line and running along said last mentioned line South 82°53' East, 209.6 feet; and south 57°15' east, 260 feet, to the place of beginning.

Parcel three:

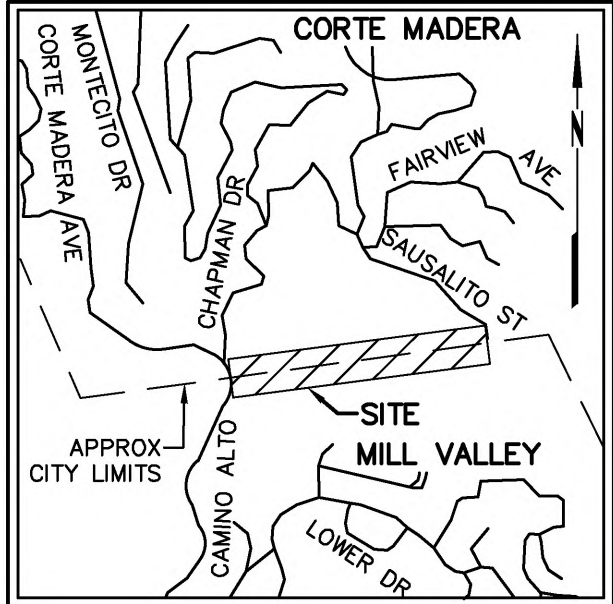
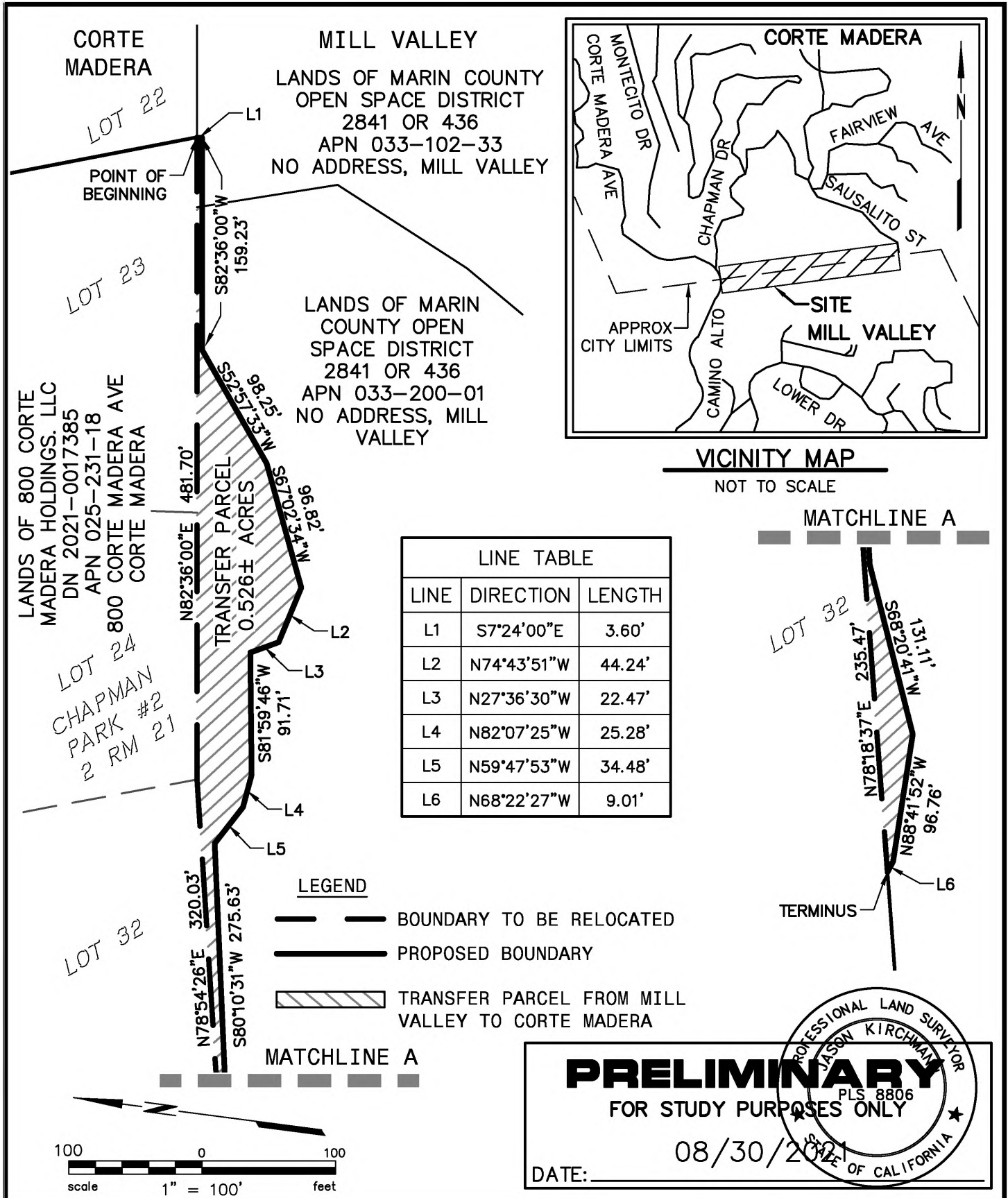
Lots 23A, 23B, 24A, 24B, 25A, 25B, 26A, 26B, as the same are shown on that certain map entitled, "Map No. 2 Chapman Park, Corte Madera, Marin Co., Cal., 1906," filed November 12, 1906 in Book 2 of Maps at Page 73, Marin County Records.

Containing: 472,626 square feet, more or less.

Together with a portion of the Lands of Marin County Open Space District, as described by that Grant Deed recorded in Book 2841 of Official Records of Marin County at Page 436, said portion being described as follows;

BEGINNING at a 2" aluminum disk stamped "MARIN COUNTY OPEN SPACE DISTRICT SURVEY MARKER PLS 8806", being the common southerly corner of Lots 22 and 23 as shown on that Map of Chapman Park

EXHIBIT D



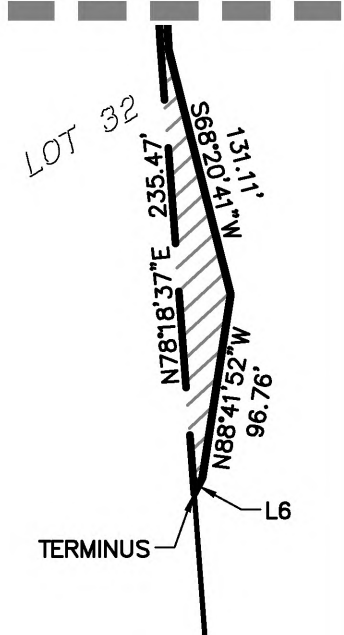
VICINITY MAP

NOT TO SCALE

LINE TABLE

LINE	DIRECTION	LENGTH
L1	S7°24'00"E	3.60'
L2	N74°43'51"W	44.24'
L3	N27°36'30"W	22.47'
L4	N82°07'25"W	25.28'
L5	N59°47'53"W	34.48'
L6	N68°22'27"W	9.01'

MATCHLINE A



LEGEND

- BOUNDARY TO BE RELOCATED
- PROPOSED BOUNDARY
- TRANSFER PARCEL FROM MILL VALLEY TO CORTE MADERA

MATCHLINE A

PRELIMINARY
FOR STUDY PURPOSES ONLY

DATE: 08/30/2021

PROFESSIONAL LAND SURVEYOR
JASON KIRCHMAN
PLS 8806
STATE OF CALIFORNIA

Plot Aug 30, 2021 at 8:54am

BKF
4040 CIVIC CENTER DR
STE 530
SAN RAFAEL CA 94903
PH: 415-930-7960
FAX: 415-930-7979

ANNEXATION OF A PORTION
OF APN 033-200-01 INTO
APN 025-231-18

JOB # 20181384-50
DATE AUG/2021
CHECKED. JAK
SHEET 7 OF 7



Marin Local Agency Formation Commission

Regional Service Planning | Subdivision of the State of California

AGENDA REPORT

December 9, 2021

Item No. 6 (Business)

TO: Local Agency Formation Commission

FROM: Jason Fried, Executive Officer

SUBJECT: Discussion and Approval of Unspent FY 20-21 Funds and Transfer Funds to FY 21-22 Budget

Background

Marin LAFCo Policy 3.10(B)(vii) which pertains to the 25% general reserve fund in part states “...Once accounting has been completed for the fiscal year, any unspent funds from that fiscal year will be transferred to this fund unless other actions have been taken by the Commission or another LAFCo policy determines the use of all or some apportionment of those unspent funds. Should funds in this account be higher than needed, the Budget Committee can make recommendations for its use to the full Commission as part of the budget process.”

Alyssa has completed our bookkeeping for FY 20-21 and LAFCo ended up with about \$32,000 in unspent funds for the year. Staff is requesting that we take \$15,500 and increase two-line items in this year’s, FY 21-22, budget. Staff would like to increase line item 55 (Professional Services) by \$15,000 making it \$39,000 and increase line item 65 (Rent – Storage) by \$500 making it \$1,150. The increase for line item 55 is to pay for the request that staff will be making in agenda Item 7. The increase in line item 65 will help cover costs based on work staff has been doing to help determine costs for Item 7 and additional costs in fees should Item 7 be approved. The remaining portion would be left in the reserve account and could then be used by the Budget Committee to help balance the FY 22-23 budget.

Staff Recommendation for Action

- 1. Staff Recommendation** – Per LAFCo policy 3.10(B)(vii) authorize the use of \$15,500 from unspent funds from FY 20-21 in FY 21-22 for line items 55 in the amount of \$15,000 and line item 65 in the amount of \$500.
- 2. Alternate Option** - Continue consideration of the item to the next Commission meeting and provide direction to staff, as needed.

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

Judy Arnold, Regular
County of Marin

Dennis Rodoni, Alternate
County of Marin

Sashi McEntee, Chair
City of Mill Valley

Barbara Coler, Regular
Town of Fairfax

James Campbell, Alternate
City of Belvedere

Lew Kiouss, Vice Chair
Almonte Sanitary District

Craig K. Murray, Regular
Las Gallinas Valley Sanitary

Tod Moody, Alternate
Sanitary District #5

Larry Loder, Regular
Public Member

Richard Savel, Alternate
Public Member



Marin Local Agency Formation Commission

Regional Service Planning | Subdivision of the State of California

AGENDA REPORT
December 9, 2021
Item No. 7 (Business Item)

TO: Local Agency Formation Commission

FROM: Jason Fried, Executive Officer

SUBJECT: Approval of Contract with Left Coast for Digitization of LAFCo Files

Background

Marin LAFCo has files dating back to its inception that are required (by LAFCo retention policy and state government code) to be retained indefinitely. Not only do these files cost money to store in an offsite storage unit, but they can also cause an inconvenience for both Staff and the general public when access to these off-site files is needed. In an effort to increase accessibility of information to the public and reduce time Staff must spend to yield questions or research information regarding this information, Marin LAFCo has begun to explore the idea of digitizing these historical files.

Clerk/Jr. Analyst Gingold did research on several companies, collected recommendations from other LAFCos on companies they have used, and requested proposals from all the companies. In total, 12 companies were contacted, of which we received proposals from 9. How these company charge for service varies widely so staff attempted to do a apples-to-apples comparison of these companies. There are however limitations posed by the different ways that the companies priced their items for a true apples-to-apples comparison. Ultimately, LAFCo Staff decided Left Coast was the best choice because the company was more cost effective than the other front runners and was endorsed by a Laserfiche subsidiary LAFCo is in contact with. The Laserfiche representative spoke highly of Left Coast's work and was able to cite multiple clients who had positive experiences, and not a single client who has had a negative experience. Left Coast staff has been engaged and responsive throughout the time LAFCo has corresponded with them.

The digitization that LAFCo staff is requesting today is mainly for LAFCo application files, as these seem to make up the majority of LAFCo's off-site files that must be retained per the retention policy. These are also the historical files we tend to get the most requests for information from the public or local agencies. Depending on how the project goes and funds left over LAFCo staff may propose scanning in other documents which require retention, such as agenda packets and meeting minutes, resolutions, or historical maps. This second part may be done with remaining funds from this year's project or could be part of a future project.

The first round of scanning for the digitization of LAFCo applications is projected to cost around \$11,000. The not to exceed is set at \$15,000 for two reasons. First, we wanted to make sure we had enough to cover the full scanning of the application files. Second this will also give us the ability to also do some other work for example scanning all old meeting packets or resolutions based on amount remaining. A more detailed cost breakdown is included in the proposal, which is part of the attached contract.

Administrative Office

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1401 Los Gatos Drive, Suite 220
San Rafael, California 94903
T: 415-448-5877 E: staff@marinlafco.org
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Damon Connolly, Regular
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Craig K. Murray, Regular
Las Gallinas Valley Sanitary

Tod Moody, Alternate
Sanitary District #5

Larry Loder, Regular
Public Member

Richard Savel, Alternate
Public Member

Staff Recommendation for Action

1. Staff Recommendation - Authorize the Executive Officer to enter into an agreement with Left Coast for a not to exceed of \$15,000.
2. Alternate Option 1 – Decide not to do this project.
3. Alternate Option 2 - Continue this item to another meeting giving staff any needed suggestions or questions to return to the Commission with.

Attachment:

- a) **BBK approved contract with Left Coast Scanning & Imaging Services**

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

This Agreement is made and entered into as of December 10, 2021, 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"), Left Coast Scanning, LLC with its principal place of business at 270 Boeing Avenue, Suite 1, Chico CA 95973 (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:

Back Filing Conversion (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." Left Coast Scanning will pick up all boxes/documents agreed upon and deliver to their secured facility, prepare and scan all documents in PDF/OCR format and at project completion deliver the digitized documents by the method of LAFCo's choice.

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 \$ 15,000 . 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.

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 **200 calendar days**. 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.

17. 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.

18. Organization

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

19. Limitation of Agreement.

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

20. 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:

Left Coast Scanning
270 Boeing Avenue, Suite 1
Chico, CA 95973
Attn: Jessica Gamble

and shall be effective upon receipt thereof.

21. 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.

22. 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.

23. 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.

24. Severability

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

25. 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.

26. Non-Waiver

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

27. Time of Essence

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

28. 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.

29. 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 **LEFT COAST SCANNING****

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

MARIN LOCAL AGENCY FORMATION
COMMISSION

Left Coast Scanning

By: _____
Jason Fried
Executive Officer

By: _____

Its: Owner

Printed Name: Jessica Gamble

ATTEST:

By: _____
Board Clerk

EXHIBIT A

Scope of Services

Please see attached Proposal for more details.

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 will inform Commission regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.

Please see attached Proposal for more details.

EXHIBIT C
Activity Schedule

Please see attached Proposal for more details.



OCTOBER 20, 2021

**Marin Local Agency Formation
Commission**

Document Imaging Project Proposal

Recommended Solutions

With Left Coast Scanning Digital Solutions you will have the resources needed to convert your hardcopy documents to digital format and make them readily available to users across your organization.

Solution Description

You will benefit most from a solution that includes the following elements:

- Back File Conversion

Backfile Conversion

If you have a backlog of paper records that are costly to store and manage, Left Coast Scanning can help you establish a fast, efficient process and perform a bulk conversion of those records into electronic form. Backfile conversion reduces or eliminates onsite physical records storage and makes records easier to search, access, and distribute. Proprietary Web-based tools provide an efficient way to identify unneeded records so they can be safely purged without requiring your staff to physically examine the contents of every carton.

Document Conversion Services Workflow

By building standards of high quality into our processes and by leveraging a core set of standard workflows, Left Coast Scanning ensures the accurate and complete document delivery and security for physical documents that are to be converted to electronic format.

Physical documents to be imaged can be delivered, picked up from a customer site, or requested from Left Coast Scanning storage. All documents are prepared, scanned, indexed, checked for quality, and delivered to the customer in electronic format.

Quality Control (QC) is carried out at all stages of the preparation, scanning and indexing, to ensure that the highest quality of image and data is maintained.



Unit Pricing

Item	Description	Unit Price
Base Fee	No Charge	N/A
Document Prep Fee	Document prep for all files not being returned – No Charge	N/A
Box or File Re-Assembly	Re-assembly of files/boxes back to their original state after scanning has been completed	\$20.00/hour
Unit Price – Standard Size	Standard size documents from the range of 8.5x11 to 11.7x70	\$.09/page
Unit Price – Large Format	Large format maps/plans	\$2.00/map
Hand Placements	Documents that require special handling, small papers, onion paper etc. – No Charge	N/A
Indexing/Metadata	All Indexing and Metadata is included for 3 fields, additional fields charge could apply on per job basis	Included for 3 fields – Additional fields TBD
Document Transportation	Pick up and return of Documents to Marin location	\$250.00/each way
Delivery Method of Digitized Documents	Hard drive or Thumb Drive depending on size/number of documents being delivered	\$100.00 - \$150.00
Certified Destruction of Documents	Shredding of Documents	\$10.00/box

Proposed Pricing for Application Files

File/Description	Quantity	Estimated Images	Unit Price	Line Total
Application Files	20 Oversized Boxes	90,000	\$.09	\$8,100.00
Large Format Maps	TBD	TBD	\$2.00	TBD
OCR/Indexing/Metadata	All Documents *Indexing is included for 3 fields, additional fields charge TBD	90,000	Included	N/A
Document Prep and Quality Check	Included	90,000	Included	N/A
Re-Assembly of Files/Documents	20 Boxes	20 hours	\$20/hour	* \$400.00
Pick up/Return of Documents	20 Oversized Boxes	90,000	\$250/each	\$500.00
Delivery Method of Documents	Thumb drive with digitized documents	90,000	\$100.00	\$100.00
			Total	\$9,100.00

* Re-assembly charge will only apply if applicable for these files

** Please note that this is just an estimate, quantity could change based on actual number of images at project completion **

THE LEFT COAST SCANNING DIFFERENCE

Left Coast Scanning's professional document imaging team has over 10 years experience in all facets of document management and imaging. Our experience includes working with School Districts, Counties, Cities, Medical Facilities, Regional Centers, and other various businesses.

Digital preservation is our focus. We believe in finding ways to improve your bottom line and making your documents more readily available and accessible. Natural disasters are a part of our life now, are you ready? If you are looking for the best way to transform your documents for ease of access, to reduce your warehousing expenses, or because you're required to by regulations – we've got the best Livescan certified and HIPPA-trained team for the job!



**FOR MORE INFORMATION ABOUT THE SOLUTIONS PROVIDED, CONTACT US AT
530-230-3486 OR VISIT US AT WWW.LEFTCOASTSCANNING.COM**



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

AGENDA REPORT
 December 9, 2021
 Item No. 8 (Business)

TO: Local Agency Formation Commission

FROM: Jason Fried, Executive Officer
 Olivia Gingold, Clerk/Jr. Analyst

SUBJECT: Approval of the 2022 Commission Calendar and Discussion of Returning to In-Person Meetings

Background

Annually, Marin LAFCo must approve the regular meeting schedule. LAFCo has held regular meetings on the second Thursday of even-numbered months at 7:00 P.M. Currently, LAFCo is meeting exclusively via Zoom due to the COVID-19 pandemic. With the adoption of AB 361, LAFCo now has options for how it can meet. Some local agencies are moving back to traditional pre-pandemic in-person meetings. Others are currently using a hybrid model where the Commission meets in person, but the public can either attend in person or can join via Zoom or another similar platform.

While staff, in consultation with the Chair, will continue to monitor best practices as we come out of COVID restrictions, a question for the Commission to answer is, for 2022 what approach does the Commission want to take? Should we go back to only in-person or do a hybrid model? It also may be possible to keep doing only virtual meetings but that would depend on specific local conditions.

Marin Clean Energy has confirmed that its space, which is what we had been using prior to COVID meetings, meets all state and local requirements for in-person meetings. Listed below is the schedule for the 2022 Commission meetings. Marin County schools appear to have Spring Break this year between April 4-8, so the April meeting date does not conflict with Marin County schools’ spring breaks.

Meeting Dates for 2022

The meeting dates for 2022 are as follows:

February 10th, 2022	April 14th, 2022	June 9th, 2022
August 11th, 2022	October 13th, 2022	December 8th, 2022

Staff Recommendation for Action

1. Staff Recommendation - Approve the attached meeting calendar and give staff any instructions on what should be done for in-person meetings.
2. Alternate Option – Make changes to the proposed schedule of meetings.

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

Judy Arnold, Regular
 County of Marin

Dennis J. Rodoni, Alternate
 County of Marin

Sashi McEntee, Chair
 City of Mill Valley

Barbara Coler, Regular
 Town of Fairfax

James Campbell, Alternate
 City of Belvedere

Lew Kious, Vice Chair
 Almonte Sanitary District

Craig K. Murray, Regular
 Las Gallinas Valley Sanitary

Tod Moody, Alternate
 Sanitary District #5

Larry Loder, Regular
 Public Member

Richard Savel, Alternate
 Public Member



Marin Local Agency Formation Commission

Regional Service Planning | Subdivision of the State of California

AGENDA REPORT

December 9, 2021

Item No. 9 (Business)

TO: Local Agency Formation Commission

FROM: Jason Fried, Executive Officer

SUBJECT: Receive and File GASB 75 Report and Approve Contract with MacLeod Watts, Inc for FYE 2021 GASB 75 Report

Background

LAFCo is required by CalPERS to have an independent Governmental Accounting Standards Board (GASB) 75 report done for our Other Post-Employment Benefits (OPEB) account. LAFCo has been using MacLeod Watts (MW) to do this work for us. MW has recently completed our 2021 report which is attached.

The high-level overview from the report is that LAFCo is currently over 100% funding for our OPEB funding with CalPERS. We are over 100% right now and do have the right to withdraw. Based on the report within a few years if nothing changes we will need to start contributing again. Given this and the fact we are not in dire need of funds, staff would suggest leaving this account as is for the upcoming year.

The way these reports are done is in two-year cycles. The first year is a compressive review and the second year is an update to the first year's review. The report included in today's packet is the 2nd year of this process. It is common to have the same person do both years. Our current agreement with MW expires with the current report. Staff has found the MW staff to do good work and be extremely helpful when needed so would like to continue to use them for future reports. Staff is requesting the Commission approve the attached BBK template agreement that MW has agreed to use. There is a not-to-exceed amount of \$5,900 which is roughly a 6.3% increase over the two years which is roughly a 3.1% increase a year.

Staff Recommendation for Action

- 1. Staff Recommendation** – Receive and File the attached GASB 75 report as presented by MacLeod Watts. In addition, authorize the Executive Officer to extend the current agreement with MacLeod Watts.
- 2. Alternate Option** - Continue consideration of the item to the next Commission meeting and provide direction to staff, as needed.

Attachment:

1. GASB 75 Report
2. BKK template agreement with MacLeod Watts

Administrative Office
Jason Fried, Executive Officer
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T: 415-448-5877 E: staff@marinlafco.org
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Damon Connolly, Regular
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Judy Arnold, Regular
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Dennis Rodoni, Alternate
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Sashi McEntee, Chair
City of Mill Valley

Barbara Coler, Regular
Town of Fairfax

James Campbell, Alternate
City of Belvedere

Lew Kiouss, Vice Chair
Almonte Sanitary District

Craig K. Murray, Regular
Las Gallinas Valley Sanitary

Tod Moody, Alternate
Sanitary District #5

Larry Loder, Regular
Public Member

Richard Savel, Alternate
Public Member

MacLeod Watts

November 10, 2021

Jason Fried
Executive Officer
Marin Local Agency Formation Commission
1401 Los Gamos, Suite 220
San Rafael, CA 94903

Re: Marin Local Agency Formation Commission Other Post-Employment Benefits
GASB 75 Actuarial Report for Fiscal Year Ending June 30, 2021

Dear Mr. Fried:

We are pleased to enclose our actuarial report providing financial information about the other post-employment benefit (OPEB) liabilities of the Marin Local Agency Formation Commission. The report's text describes our analysis and assumptions in detail.

The primary purpose of this report is to provide information required by GASB 75 ("Accounting and Financial Reporting for Postemployment Benefits Other Than Pension") to be reported in the Commission's financial statements for the fiscal year ending June 30, 2021. The information included in this report reflects our understanding that the Commission will continue to contribute 100% or more of the Actuarially Determined Contribution this year and for the foreseeable future.

The exhibits presented are based on the results of an actuarial valuation prepared as of June 30, 2019 and on the employee data and details on plan benefits provided to us by the Commission for that valuation. The Commission also provided information on retiree benefit payments as well as covered employee payroll for the current fiscal year. As with any analysis, the soundness of the report is dependent on the inputs. Please review the information shown in the report to be comfortable that it matches your records.

We appreciate the opportunity to work on this analysis and acknowledge your time and effort to provide the information needed for us to prepare this report. Please let us know if we can be of further assistance.

Sincerely,

Catherine L. MacLeod, FSA, FCA, EA, MAAA
Principal & Consulting Actuary

Enclosure



Marin Local Agency Formation Commission

GASB 75 Actuarial Report
Measured as of June 30, 2020
For Fiscal Year End June 30, 2021 Financial Reporting

Submitted November 2021

MacLeod Watts

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A. Executive Summary

This report presents actuarial information for financial reporting of the other post-employment benefit (OPEB) program of the Marin Local Agency Formation Commission (the Commission). The purpose of this valuation is to assess the OPEB liabilities and provide disclosure information required by Statement No. 75 of the Governmental Accounting Standards Board (GASB 75) for the fiscal year ending June 30, 2021.

Important background information regarding the valuation process can be found in Addendum 1. We recommend users of the report read this information to familiarize themselves with the process and context of actuarial valuations, including the requirements of GASB 75. The pages following this executive summary present various exhibits and other relevant information appropriate for disclosures under GASB 75. These exhibits were developed from a rollforward of the June 30, 2019 valuation.

A new biennial valuation should be prepared as of June 30, 2021. The results of this new valuation will first be applied for the Commission's financial reporting for its fiscal year ending June 30, 2022.

OPEB Obligations of the Commission

The Commission allows its qualifying retirees to continue the medical and dental coverage offered by the Commission to its employees. This coverage may create one or more of the following types of OPEB liabilities:

- **Explicit subsidy liabilities:** An "explicit subsidy" exists when the employer contributes directly toward the cost of retiree healthcare. In this program, the Commission pays a portion of medical premiums for qualifying retirees. Benefit levels differ based on the date hired by the Commission. Details are provided in Supporting Information Section 2.
- **Implicit subsidy liabilities:** An "implicit subsidy" exists when the premiums charged for retiree coverage are lower than the expected retiree claims for that coverage. Commission employees and retirees are offered coverage through Marin County. In this program, the same monthly premiums are charged for active employees and for pre-Medicare retirees.

As is the nature of group premium rate structures, at younger ages, retirees may be expected to experience higher claims than the premiums they pay, where at older ages, the reverse is likely to be true. We determine the implicit rate subsidy for pre-Medicare retirees as the projected difference between (a) retiree medical claim costs by age and (b) premiums charged for retiree coverage. For more information on this process see Section 3 and Addendum 2: MacLeod Watts Age Rating Methodology.

Different monthly premiums are charged for Medicare-eligible members based on the claims experience of these retirees only. As such, we assumed that the Medicare Supplement premium structure is adequate to cover their expected retiree claims. Given the benefit level, we expect any potential implicit subsidy between Medicare-covered retirees within the pool to be paid fully by these retirees and not by the Commission.

While dental premium rates are the same for active and retired employees, we assumed no implicit subsidy exists for retiree dental coverage.



Executive Summary

(Continued)

OPEB Funding Policy

The Commission's OPEB funding policy affects the calculation of liabilities by impacting the discount rate that is used to develop the plan liability and expense. "Prefunding" is the term used when an Agency consistently contributes an amount based on an actuarially determined contribution (ADC) each year. GASB 75 allows prefunded plans to use a discount rate based on the expected earnings on trust assets. Pay-as-you-go, or "PAYGO", is the term used when an Agency only contributes the required retiree benefits when due. When an Agency finances retiree benefits on a pay-as-you-go basis, GASB 75 requires the use of a discount rate equal to a 20-year high grade municipal bond rate.

The Commission has been and continues to prefund its OPEB liability, contributing 100% or more of the Actuarially Determined Contributions each year. With the Commission's approval, the assumed trust rate and discount rate used in this valuation is 5.75% reflecting the Commission's expectations as of the measurement date. For more information, see Expected Return on Trust Assets on page 6.

Actuarial Assumptions

The actuarial "demographic" assumptions (i.e. rates of retirement, death, disability or other termination of employment) used in this report were chosen, for the most part, to be the same as the actuarial demographic assumptions used for the most recent valuation of the retirement plan(s) covering Commission employees. Other assumptions, such as age-related healthcare claims, healthcare trend, retiree participation rates and spouse coverage, were selected based on demonstrated plan experience and/or our best estimate of expected future experience. All these assumptions, and more, impact expected future benefits. Please note that this valuation has been prepared on a closed group basis. This means that only employees and retirees present as of the valuation date are considered. We do not consider replacement employees for those we project to leave the current population of plan participants until the valuation date following their employment.

We emphasize that this actuarial valuation provides a projection of future results based on many assumptions. Actual results are likely to vary to some extent and we will continue to monitor these assumptions in future valuations. See Section 3 for a description of assumptions used in this valuation.

Important Dates for GASB 75 in this Report

GASB 75 allows reporting liabilities as of any fiscal year end based on: (1) a *valuation date* no more than 30 months plus 1 day prior to the close of the fiscal year end; and (2) a *measurement date* up to one year prior to the close of the fiscal year. The following dates were used for this report:

Fiscal Year End	June 30, 2021
Measurement Date	June 30, 2020
Measurement Period	June 30, 2019 to June 30, 2020
Valuation Date	June 30, 2019



Executive Summary

(Concluded)

Significant Results and Differences from the Prior Valuation

This report was prepared based on a roll forward of the June 30, 2019 actuarial valuation. No benefit changes and no material changes in plan members or premium rates were reported to MacLeod Watts since the 2019 valuation was prepared. Accordingly, no plan experience was analyzed, and no assumptions were changed. These will be reviewed when the next valuation is prepared. We did reflect the difference between the expected and actual return on trust assets. This difference will be recognized over a 5 year period.

Impact on Statement of Net Position and OPEB Expense for Fiscal Year Ending 2021

The plan's impact to Net Position will be the sum of difference between assets and liabilities as of the measurement date plus the unrecognized net outflows and inflows of resources. Different recognition periods apply to deferred resources depending on their origin. The plan's impact on Net Position on the measurement date can be summarized as follows:

Items	For Reporting At Fiscal Year Ending June 30, 2021
Total OPEB Liability	\$ 59,188
Fiduciary Net Position	66,781
Net OPEB Liability (Asset)	(7,593)
Deferred (Outflows) of Resources	(1,432)
Deferred Inflows of Resources	245
Impact on Statement of Net Position	<u>\$ (8,780)</u>
OPEB Expense, FYE 6/30/2021	<u><u>\$ 1,901</u></u>

Important Notices

This report is intended to be used only to present the actuarial information relating to other postemployment benefits for the Commission's financial statements. The results of this report may not be appropriate for other purposes, where other assumptions, methodology and/or actuarial standards of practice may be required or more suitable. We note that various issues in this report may involve legal analysis of applicable law or regulations. The Commission should consult counsel on these matters; MacLeod Watts does not practice law and does not intend anything in this report to constitute legal advice. In addition, we recommend the Commission consult with their internal accounting staff or external auditor or accounting firm about the accounting treatment of OPEB liabilities.



B. Accounting Information (GASB 75)

The following exhibits are designed to satisfy the reporting and disclosure requirements of GASB 75 for the fiscal year end June 30, 2021. The Commission is classified for GASB 75 purposes as a single employer.

Components of Net Position and Expense

The exhibit below shows the development of Net Position and Expense as of the Measurement Date.

Plan Summary Information for FYE June 30, 2021 <i>Measurement Date is June 30, 2020</i>	LAFCo
Items Impacting Net Position:	
Total OPEB Liability	\$ 59,188
Fiduciary Net Position	66,781
Net OPEB Liability (Asset)	(7,593)
<i>Deferred (Outflows) Inflows of Resources Due to:</i>	
Assumption Changes	(258)
Plan Experience	(276)
Investment Experience	245
Deferred Contributions	(898)
Net Deferred (Outflows) Inflows of Resources	(1,187)
Impact on Statement of Net Position, FYE 6/30/2021	\$ (8,780)
 Items Impacting OPEB Expense:	
Service Cost	\$ 2,161
Cost of Plan Changes	-
Interest Cost	3,365
Expected Earnings on Assets	(3,644)
Administrative Expenses	31
<i>Recognized Deferred Resource items:</i>	
Assumption Changes	45
Plan Experience	48
Investment Experience	(105)
OPEB Expense, FYE 6/30/2021	\$ 1,901



Accounting Information

(Continued)

Change in Net Position During the Fiscal Year

The exhibit below shows the year-to-year changes in the components of Net Position.

For Reporting at Fiscal Year End <i>Measurement Date</i>	6/30/2020 <i>6/30/2019</i>	6/30/2021 <i>6/30/2020</i>	Change During Period
Total OPEB Liability	\$ 59,062	\$ 59,188	\$ 126
Fiduciary Net Position	63,381	66,781	3,400
Net OPEB Liability (Asset)	(4,319)	(7,593)	(3,274)
<i>Deferred Resource (Outflows) Inflows Due to:</i>			
Assumption Changes	(303)	(258)	45
Plan Experience	(324)	(276)	48
Investment Experience	563	245	(318)
Deferred Contributions	(5,400)	(898)	4,502
Net Deferred (Outflows) Inflows	(5,464)	(1,187)	4,277
Impact on Statement of Net Position	\$ (9,783)	\$ (8,780)	\$ 1,003

Change in Net Position During the Fiscal Year

Impact on Statement of Net Position, FYE 6/30/2020	\$ (9,783)
OPEB Expense (Income)	1,901
Employer Contributions During Fiscal Year	(898)
Impact on Statement of Net Position, FYE 6/30/2021	<u>\$ (8,780)</u>

OPEB Expense

Employer Contributions During Fiscal Year	\$ 898
Deterioration (Improvement) in Net Position	1,003
OPEB Expense (Income), FYE 6/30/2021	<u>\$ 1,901</u>



Accounting Information

(Continued)

Change in Fiduciary Net Position During the Measurement Period

	LAFCo
Fiduciary Net Position at Fiscal Year Ending 6/30/2020	\$ 63,381
<i>Measurement Date 6/30/2019</i>	
Changes During the Period:	
Investment Income	3,431
Employer Contributions	5,400
Administrative Expenses	(31)
Benefit Payments	(5,400)
Net Changes During the Period	3,400
Fiduciary Net Position at Fiscal Year Ending 6/30/2021	\$ 66,781
<i>Measurement Date 6/30/2020</i>	

Expected Long-term Return on Trust Assets

The expected long-term return on trust assets was derived from information published by CalPERS for CERBT Strategy 2. CalPERS determined its returns using a building-block method and best-estimate ranges of expected future real rates of return for each major asset class (expected returns, net of OPEB plan investment expense and inflation). The target allocation and best estimates of geometric real rates of return published by CalPERS for each major class are summarized in the following table:

CERBT Strategy 2		Years 1-10			Years 11+		
Major Asset Classification	Target Allocation	General Inflation Rate Assumption	1-10 Year Expected Real Rate of Return*	Compound Return Yrs 1-10	General Inflation Rate Assumption	11+ Year Expected Real Rate of Return*	Compound Return Years 11+
Global Equity	40%	2.00%	4.80%	6.80%	2.92%	5.98%	8.90%
Fixed Income	43%	2.00%	1.10%	3.10%	2.92%	2.62%	5.54%
Global Real Estate(REITs)	8%	2.00%	3.20%	5.50%	2.92%	5.00%	7.92%
Treasury Inflation Protected Securities	5%	2.00%	0.25%	2.25%	2.92%	1.46%	4.38%
Commodities	4%	2.00%	1.50%	3.50%	2.92%	2.87%	5.79%
Volatility	9.24%		weighted	5.22%		weighted	7.49%

* rates of return come from a geometric representation of returns that assume a general inflation rate of 2.00%.

CalPERS' expected returns are split for years 1-10 and years 11 and thereafter. To derive the expected return specifically for the Commission, we projected plan benefits in each future year. Then applying the plan specific benefit payments to CalPERS' bifurcated return expectations, we determined the single equivalent long-term rate of return to be 6.15%. The Commission prefers to incorporate a margin for adverse deviation and approved 5.75% as the assumed asset return and the discount rate to determine the OPEB liability in the plan for both plan funding and financial reporting purposes.



Accounting Information

(Continued)

Recognition Period for Deferred Resources

Liability changes due to plan experience which differs from what was assumed in the prior measurement period and/or from assumption changes during the period are recognized over the plan's Expected Average Remaining Service Life ("EARSL"). The EARSL of 7.76 years is the period used to recognize such changes in the OPEB Liability arising during the current measurement period.

Changes in the Fiduciary Net Position due to investment performance different from the assumed earnings rate are always recognized over 5 years.

Liability changes attributable to benefit changes occurring during the period are recognized immediately.

Deferred Resources as of Fiscal Year End and Expected Future Recognition

The exhibit below shows deferred resources as of the fiscal year end June 30, 2021.

Marin Local Agency Formation Commission	Deferred Outflows of Resources	Deferred Inflows of Resources
Changes of Assumptions	\$ 258	\$ -
Differences Between Expected and Actual Experience	276	-
Net Difference Between Projected and Actual Earnings on Investments	-	245
Deferred Contributions	898	-
Total	\$ 1,432	\$ 245

The Commission will recognize the Deferred Contributions in the next fiscal year. In addition, future recognition of these deferred resources is shown below.

For the Fiscal Year Ending June 30	Recognized Net Deferred Outflows (Inflows) of Resources
2022	\$ (11)
2023	29
2024	(25)
2025	134
2026	93
Thereafter	69



Accounting Information
 (Continued)

Sensitivity of Liabilities to Changes in the Discount Rate and Healthcare Cost Trend Rate

The discount rate used for the fiscal year end 2021 is 5.75%. Healthcare Cost Trend Rate was assumed to start at 5.4% (effective January 2021) and grade down to 4.0% for years 2076 and thereafter. The impact of a 1% increase or decrease in these assumptions is shown in the chart below.

Sensitivity to:			
Change in Discount Rate	Current - 1% 4.75%	Current 5.75%	Current + 1% 6.75%
Total OPEB Liability	64,000	59,188	54,968
Increase (Decrease)	4,812		(4,220)
% Increase (Decrease)	8.1%		-7.1%
Net OPEB Liability (Asset)	(2,781)	(7,593)	(11,813)
Increase (Decrease)	4,812		(4,220)
% Increase (Decrease)	63.4%		-55.6%
Change in Healthcare Cost Trend Rate	Current Trend - 1%	Current Trend	Current Trend + 1%
Total OPEB Liability	59,133	59,188	59,237
Increase (Decrease)	(55)		49
% Increase (Decrease)	-0.1%		0.1%
Net OPEB Liability (Asset)	(7,648)	(7,593)	(7,544)
Increase (Decrease)	(55)		49
% Increase (Decrease)	-0.7%		0.6%



Accounting Information

(Continued)

Schedule of Changes in the Commission's Net OPEB Liability and Related Ratios

GASB 75 requires presentation of the 10-year history of changes in the Net OPEB Liability. Only results for years since GASB 75 was implemented (fiscal years 2018 through 2021) are shown in the table.

Fiscal Year Ending	2021	2020	2019	2018
<i>Measurement Date</i>	<i>6/30/2020</i>	<i>6/30/2019</i>	<i>6/30/2018</i>	<i>6/30/2017</i>
<i>Discount Rate on Measurement Date</i>	<i>5.75%</i>	<i>5.75%</i>	<i>5.75%</i>	<i>5.75%</i>
Total OPEB liability				
Service Cost	\$ 2,161	\$ -	\$ -	\$ -
Interest	3,365	3,309	3,413	3,529
Changes of benefit terms	-	-	-	-
Differences between expected and actual experience	-	372	-	-
Changes of assumptions	-	348	-	-
Benefit payments	(5,400)	(5,013)	(5,456)	(5,615)
Net change in total OPEB liability	126	(984)	(2,043)	(2,086)
Total OPEB liability - beginning	59,062	60,046	62,089	64,175
Total OPEB liability - ending (a)	\$ 59,188	\$ 59,062	\$ 60,046	\$ 62,089
Plan fiduciary net position				
Contributions - employer	\$ 5,400	\$ 5,013	\$ 21,071	\$ 25,102
Net investment income	3,431	4,208	2,544	1,894
Benefit payments	(5,400)	(5,013)	(5,456)	(5,615)
Administrative Expenses	(31)	(13)	(22)	(15)
Other Expenses	-	-	(54)	-
Net change in plan fiduciary net position	3,400	4,195	18,083	21,366
Plan fiduciary net position - beginning	63,381	59,186	41,103	19,737
Plan fiduciary net position - ending (b)	\$ 66,781	\$ 63,381	\$ 59,186	\$ 41,103
Net OPEB liability - ending (a) - (b)	\$ (7,593)	\$ (4,319)	\$ 860	\$ 20,986
Covered-employee payroll	\$ 251,193	\$ 127,930	\$ -	\$ 217,782
Net OPEB liability as a % of covered-employee payroll	-3.02%	-3.38%	N/A	9.64%



Accounting Information
 (Continued)

Schedule of Contributions

Since establishing the OPEB trust, the Commission has made regular contributions toward funding the Actuarially Determined Contribution (ADC) and confirmed its intention to continue doing so. This chart shows the contributions for the years since GASB 75 was implemented.

	FYE 2021	FYE 2020	FYE 2019	FYE 2018
Actuarially Determined Contribution	\$ 1,801	\$ 1,981	\$ 1,526	\$ 15,615
Contributions in relation to the actuarially determined contribution	898	5,400	5,013	21,071
Contribution deficiency (excess)	\$ 903	\$ (3,419)	\$ (3,487)	\$ (5,456)
Covered employee payroll	\$ 280,829	\$ 251,193	\$ 127,930	\$ 144,601
Contributions as a % of covered employee payroll	0.32%	2.15%	3.92%	14.57%

Notes to Schedule

Valuation Date	6/30/2019	6/30/2017	7/1/2015
Actuarial cost method	Entry Age Normal	Entry Age Normal	Entry Age Normal
Amortization method	Level Dollar Basis, Open 30 years*	Level Dollar Basis Closed 30 years	Level Dollar Basis Closed 30 years
Amortization period	30 years remain	27 years remain	30 years remain
Asset valuation method	Market Value	Market Value	Market Value
Inflation	2.50%	2.75%	2.75%
Healthcare cost trend rates	5.4% in 2021, fluctuates until ultimate rate of 4% in 2076	7.50% in 2019, step down .5% per year to 5% by 2024	Ultimate trend rate of 4%
Salary increases	3.00%	N/A	2.00%
Investment rate of return	5.75%	5.75%	6.37%
Retirement age	From 55 to 75	N/A; all members are retired	Age 64 (or 1st year following when member qualified for benefits)
Mortality	2017 CalPERS Experience Study	2014 CalPERS Experience Study	Based on mortality tables published by the National Center for Health Statistics
Mortality Improvement	Projected with MW Scale 2018	Projected with MW Scale 2017	N/A

* Plan is currently in a surplus position



Accounting Information
 (Continued)

Detail of Changes to Net Position

The chart below details changes to all components of Net Position.

Marin Local Agency Formation Commission	Total OPEB Liability (a)	Fiduciary Net Position (b)	Net OPEB Liability (c) = (a) - (b)	(d) Deferred Outflows (Inflows) Due to:				Impact on Statement of Net Position (e) = (c) - (d)
				Assumption Changes	Plan Experience	Investment Experience	Deferred Contributions	
Balance at Fiscal Year Ending 6/30/2020 <i>Measurement Date 6/30/2019</i>	\$ 59,062	\$ 63,381	\$ (4,319)	\$ 303	\$ 324	\$ (563)	\$ 5,400	\$ (9,783)
Changes During the Period:								
Service Cost	2,161		2,161					2,161
Interest Cost	3,365		3,365					3,365
Expected Investment Income		3,644	(3,644)					(3,644)
Employer Contributions		5,400	(5,400)					(5,400)
Changes of Benefit Terms	-		-					-
Administrative Expenses		(31)	31					31
Benefit Payments	(5,400)	(5,400)	-					-
Assumption Changes	-		-	-				-
Plan Experience	-		-		-			-
Investment Experience		(213)	213			213		-
Recognized Deferred Resources				(45)	(48)	105	(5,400)	5,388
Employer Contributions in Fiscal Year							898	(898)
Net Changes in Fiscal Year 2020-2021	126	3,400	(3,274)	(45)	(48)	318	(4,502)	1,003
Balance at Fiscal Year Ending 6/30/2021 <i>Measurement Date 6/30/2020</i>	\$ 59,188	\$ 66,781	\$ (7,593)	\$ 258	\$ 276	\$ (245)	\$ 898	\$ (8,780)



Accounting Information
 (Continued)

Schedule of Deferred Outflows and Inflows of Resources

A listing of all deferred resource bases used to develop the Net Position and OPEB Expense is shown below. Deferred Contributions are not shown.

Measurement Date: June 30, 2020

Deferred Resource					Balance as of Jun 30, 2020	Recognition of Deferred Outflow or Deferred (Inflow) in Measurement Period:						
Date Created	Cause	Initial Amount	Period (Yrs)	Annual Recognition		2019-20 (FYE 2021)	2020-21 (FYE 2022)	2021-22 (FYE 2023)	2022-23 (FYE 2024)	2023-24 (FYE 2025)	2024-25 (FYE 2026)	Thereafter
6/30/2017	Investment Earnings Greater than Expected	\$ (199)	5.00	\$ (40)	\$ (39)	\$ (40)	\$ (39)	\$ -	\$ -	\$ -	\$ -	\$ -
6/30/2018	Investment Earnings Less than Expected	266	5.00	53	107	53	53	54	-	-	-	-
6/30/2019	Loss Due To Plan Experience	372	7.76	48	276	48	48	48	48	48	48	36
6/30/2019	Loss Due To Assumption Changes	348	7.76	45	258	45	45	45	45	45	45	33
6/30/2019	Investment Earnings Greater than Expected	(805)	5.00	(161)	(483)	(161)	(161)	(161)	(161)	-	-	-
6/30/2020	Investment Earnings Less than Expected	213	5.00	43	170	43	43	43	43	41	-	-



Accounting Information

(Continued)

Commission Contributions to the Plan

Commission contributions to the Plan occur as benefits are paid to or on behalf of retirees. Benefit payments may occur in the form of direct payments for premiums (“explicit subsidies”) and/or indirect payments to retirees in the form of higher premiums for active employees (“implicit subsidies”).

Note that the implicit subsidy contribution does not represent cash payments to retirees, but the reclassification of a portion of active healthcare expense to be recognized as a retiree healthcare cost. In the current measurement period and current fiscal year, there is no implicit subsidy because the only retiree is over age 65 and covered by a separately rated program for Medicare retirees only. For details, see Addendum 1 – Important Background Information.

Benefits and contributions paid by the Commission during the measurement period are shown below.

Employer Contributions During the Measurement Period, Jul 1, 2019 thru Jun 30, 2020	LAFCo
Employer Contributions to the Trust	\$ -
Employer Contributions in the Form of Direct Benefit Payments (not reimbursed by trust)	5,400
Implicit contributions	-
<i>Total Employer Contributions During the Measurement Period</i>	<i>\$ 5,400</i>

This chart shows OPEB contributions paid after the measurement date but prior to this current fiscal year end.

Employer Contributions During the Fiscal Year, Jul 1, 2020 thru Jun 30, 2021	LAFCo
Employer Contributions to the Trust	\$ -
Employer Contributions in the Form of Direct Benefit Payments (not reimbursed by trust)	898
Implicit contributions	-
<i>Total Employer Contributions During the Fiscal Year</i>	<i>\$ 898</i>



Accounting Information

(Continued)

Projected Benefit Payments (15-year projection)

The following is an estimate of other post-employment benefits to be paid on behalf of current retirees and current employees expected to retire from the Commission. Expected annual benefits have been projected on the basis of the actuarial assumptions outlined in Section 3.

These projections do not include any benefits expected to be paid on behalf of current active employees *prior to* retirement, nor do they include any benefits for potential *future employees* (i.e., those who might be hired in future years).

Projected Annual Benefit Payments							
Fiscal Year Ending June 30	Explicit Subsidy			Implicit Subsidy			Total
	Current Retirees	Future Retirees	Total	Current Retirees	Future Retirees	Total	
2021	\$ 898	\$ -	\$ 898	\$ -	\$ -	\$ -	\$ 898
2022	5,576	-	5,576	-	-	-	5,576
2023	5,475	-	5,475	-	-	-	5,475
2024	5,364	-	5,364	-	-	-	5,364
2025	5,244	-	5,244	-	-	-	5,244
2026	5,113	3	5,116	-	(2)	(2)	5,114
2027	4,972	8	4,980	-	(2)	(2)	4,978
2028	4,821	14	4,835	-	5	5	4,840
2029	4,658	27	4,685	-	25	25	4,710
2030	4,485	49	4,534	-	71	71	4,605
2031	4,300	77	4,377	-	152	152	4,529
2032	4,103	114	4,217	-	286	286	4,503
2033	3,894	158	4,052	-	482	482	4,534
2034	3,673	224	3,897	-	800	800	4,697
2035	3,442	301	3,743	-	1,243	1,243	4,986

The amounts shown in the Explicit Subsidy table reflect the expected payment by the Commission toward retiree medical premiums in each of the years shown. The amounts are shown separately, and in total, for those retired on the valuation date (“current retirees”) and those expected to retire after the valuation date (“future retirees”).

The amounts shown in the Implicit Subsidy table reflect the expected excess of retiree medical and prescription drug claims over the premiums expected to be charged during the year for retirees’ coverage. There is no implicit subsidy in the current period since the only current retiree is covered by a plan with premiums determined based on the claims experience of Medicare-covered retirees only.



Accounting Information
 (Concluded)

Sample Journal Entries

Beginning Account Balances

As of the fiscal year beginning 7/1/2020

	Debit	Credit
Net OPEB Liability	4,319	
Deferred Resource -- Assumption Changes	303	
Deferred Resource -- Plan experience	324	
Deferred Resource -- Investment Experience		563
Deferred Resource -- Contributions	5,400	
Net Position		9,783

** The entries above assume nothing is on the books at the beginning of the year. So to the extent that values already exist in, for example, the Net OPEB Liability account, then only the difference should be adjusted. The entries above represent the values assumed to exist at the start of the fiscal year.*

Journal entry to recharacterize retiree benefit payments not reimbursed by a trust, and record cash contributions to the trust during the fiscal year

	Debit	Credit
OPEB Expense	898	
Premium Expense		898
OPEB Expense	-	
Cash		-

** This entry assumes a prior journal entry was made to record the payment for retiree premiums. This entry assumes the prior entry debited an account called "Premium Expense" and credited Cash. This entry reverses the prior debit to "Premium Expense" and recharacterizes that entry as an "OPEB Expense". Also, the entry for cash contributions to the trust is shown.*

Journal entries to record other account activity during the fiscal year

	Debit	Credit
Net OPEB Liability	3,274	
Deferred Resource -- Assumption Changes		45
Deferred Resource -- Plan experience		48
Deferred Resource -- Investment Experience	318	
Deferred Resource -- Contributions		4,502
OPEB Expense	1,003	



C. Funding Information

Prefunding (setting aside funds to accumulate in an irrevocable OPEB trust) has certain advantages, one of which is the ability to (potentially) use a higher discount rate in the determination of liabilities for GASB 75 reporting purposes. The Commission has been prefunding its OPEB liability by contributing 100% or more of the Actuarially Determined Contribution (ADC) each year.

Different terminology is sometimes used by actuaries and accountants when referring to key liability and expense components. Here are some of these terms which are often interchangeable:

Actuarial Funding Terminology

Present Value of Projected Benefits (PVPB)
 Actuarially Accrued Liability (AAL)
 Market Value of Assets
 Unfunded Actuarially Accrued Liability (UAAL)
 Normal Cost

GASB 75 Terminology

N/A; typically not reported for accounting purposes
 Total OPEB Liability (TOL)
 Fiduciary Net Position
 Net OPEB Liability
 Service Cost

The Commission approved development of Actuarially Determined Contributions (ADC) based on the following two components, which are then adjusted with interest to the Commission’s fiscal year end:

- The amounts attributed to service performed in the current fiscal year (the normal cost) and
- Amortization of the unfunded actuarial accrued liability (UAAL).

The ADC determined for the Commission’s fiscal year ending June 30, 2021 was developed based on the June 2019 actuarial valuation using a 5.75% discount rate. A summary is shown below:

Discount Rate	5.75%
Actuarial Accrued Liability (projected)	\$ 59,189
Actuarial Value of Assets (projected)	67,025
Unfunded Actuarial Accrued Liability (UAAL)	(7,836)
Amortization Factor*	14.9541
Actuarially Determined Contribution for FYE 2021	
Amortization of UAAL	\$ (524)
Normal Cost	2,227
Interest to Fiscal Year End	98
Total ADC	\$ 1,801

* Determined on a level dollar basis over an open 30 year period; 30 years remain for FYE 2021

In our professional judgement, the ADC determined on this basis should provide for trust sufficiency, based on the current plan provisions and employee data, if all assumptions are exactly realized *and providing that the Commission contribute 100% or more of the total ADC each year*. When an agency commits to funding the trust at or above the ADC, GASB 75 allows use of the expected long term trust return to be used as the discount rate in determining the plan liability. Even so, the ADC developed on this basis does not guarantee trust sufficiency due to the non-trivial risk that the assumptions used to determine plan contributions may not be realized.



D. Certification

The purpose of this report is to provide actuarial information of the other postemployment benefits (OPEB) provided by the Marin Local Agency Formation Commission (the Commission) in compliance with Statement 75 of the Governmental Accounting Standards Board (GASB 75). We summarized the benefits in this report and our calculations were based on our understanding of the benefits as described herein.

In preparing this report we relied without audit on information provided by the Commission. This information includes, but is not limited to, plan provisions, census data, and financial information. We performed a limited review of this data and found the information to be reasonably consistent. The accuracy of this report is dependent on this information and if any of the information we relied on is incomplete or inaccurate, then the results reported herein will be different from any report relying on more accurate information.

We consider the actuarial assumptions and methods used in this report to be individually reasonable under the requirements imposed by GASB 75 and taking into consideration reasonable expectations of plan experience. The results provide an estimate of the plan's financial condition at one point in time. Future actuarial results may be significantly different due to a variety of reasons including, but not limited to, demographic and economic assumptions differing from future plan experience, changes in plan provisions, changes in applicable law, or changes in the value of plan benefits relative to other alternatives available to plan members.

Alternative assumptions may also be reasonable; however, demonstrating the range of potential plan results based on alternative assumptions was beyond the scope of our assignment except to the limited extent required by GASB 75 and in accordance with the Commission's stated OPEB funding policy. Results for accounting purposes may be materially different than results obtained for other purposes such as plan termination, liability settlement, or underlying economic value of the promises made by the plan.

This report is prepared solely for the use and benefit of the Commission and may not be provided to third parties without prior written consent of MacLeod Watts. Exceptions are: The Commission may provide copies of this report to their professional accounting and legal advisors who are subject to a duty of confidentiality, and the Commission may provide this work to any party if required by law or court order. No part of this report should be used as the basis for any representations or warranties in any contract or agreement without the written consent of MacLeod Watts.

The undersigned actuaries are unaware of any relationship that might impair the objectivity of this work. Nothing within this report is intended to be a substitute for qualified legal or accounting counsel. Both actuaries are members of the American Academy of Actuaries and meet the qualification standards for rendering this opinion.

Signed: November 10, 2021

Catherine L. MacLeod, FSA, FCA, EA, MAAA

Cody J. Simrell, Actuarial Analyst



E. Supporting Information

Section 1 - Summary of Employee Data

Active employees: The Commission reported 2 active plan members for the June 2019 valuation¹. Both were hired in 2019. There were no eligible active employees in the prior (2017) valuation.

The average age of these employees is 40 and average Commission service is 0.4 on June 30, 2019.

Retirees: There is 1 retired employee receiving benefits under this program. This former employee retired about 7 years ago at age 63 with 13 years of service for the Commission.

Summary of Plan Member Counts: The numbers of those members currently or potentially eligible to receive benefits under the OPEB plan are required to be reported in the notes to the financial statements.

Summary of Plan Member Counts	
Number of active plan members	2
Number of inactive plan members currently receiving benefits	1
Number of inactive plan members entitled to but not receiving benefits	0*

* We are not aware of any retirees who are eligible but not currently enrolled.

OPEB Tiers: There are two levels of benefits provided under this program, which are described in the following section. The chart below summarizes the number of active and retired employees by benefit tier (as determined by hire date):

Status	Actives	Retirees	Total
Benefit Tier 3 <i>Hired before 1/1/2008</i>	0	1	1
Benefit Tier 4 <i>Hired after 12/31/2007</i>	2	0	2
Total	2	1	3

Please note that while the County retiree healthcare program provides for two earlier benefit Tiers (1 and 2), the Commission has no current active employees or retirees eligible for benefits under those other tiers.

¹ A 3rd employee previously on disability resumed employment prior to the valuation date but left the Commission prior to the date the valuation was completed.



Supporting Information

(Continued)

Section 2 - Summary of Retiree Benefit Provisions

OPEB provided: The Commission provides medical and dental plan coverage for qualifying retirees, with certain limits described further below. It is our understanding that medical and dental plan coverage and the portion of premiums paid by the Commission, if any, are the same as the coverage and benefits provided by Marin County.

Access to coverage: To be eligible for retiree health coverage through the Commission (other than any temporary coverage available through COBRA), an employee must retire from the Commission.

Benefits provided by the Commission: The Commission pays the single-coverage retiree medical and dental premiums up to but not exceeding an annual dollar maximum (cap). The cap is based tied to years of service for the Commission and varies based on the date of employment. Specifically,

- *For employees hired between October 1993 and December 31, 2007*, the dollar cap is currently \$442.65 per year of Commission service, up to a maximum 20 years or a \$8,853 maximum annual benefit.

While the County Board of Supervisors has the option to increase the benefit cap by up to 3% per year, no increases have been adopted since January 2009.

There is only one plan member (the current retiree), who will ever qualify for benefits at this level.

- *For employees hired on or after January 1, 2008*, the dollar cap is currently \$150 per year of Commission service, up to a maximum 20 years or a \$3,000 maximum annual benefit.

All current and future active plan members are expected to fall into this benefit category.

Current Health Plan Premiums: The Commission offers coverage to its employees and qualifying retirees through the plans offered by Marin County. The chart below summarizes the premium rates for calendar year 2019. We have shown only those plans selected by the Commission’s active and retired employees.

Marin LAFCo 2019 Health Care Premiums						
	Actives and Pre-Med Retirees			Medicare Eligible Retirees		
Plan	Ee Only	Ee & 1	Ee & 2+	Ee Only	Ee & 1	Ee & 2+
Kaiser Low HMO	\$ 789.21	\$ 1,578.44	\$ 2,099.31	\$ 397.86	\$ 795.72	\$ 1,303.59
Teamster Anthem PPO	746.22	1,490.21	2,084.96	<i>Not available</i>		
Delta Dental	51.16	96.46	151.56	<i>Same for Medicare Retirees</i>		



Supporting Information

(Continued)

Section 3 - Actuarial Methods and Assumptions

The ultimate real cost of an employee benefit plan is the value of all benefits and other expenses of the plan over its lifetime. These payments depend only on the terms of the plan and the administrative arrangements adopted. The actuarial assumptions are used to estimate the cost of these benefits; the funding method spreads the expected costs on a level basis over the life of the plan.

Important Dates

Fiscal Year End	June 30, 2021
GASB 75 Measurement Date	Last day of the prior fiscal year (June 30, 2020)
Valuation Date	June 30, 2019

Valuation Methods

Funding Method	Entry Age Normal Cost, level percent of pay
Asset Valuation Method	Market value of assets
Participants Valued	Only current active employees and retired participants and covered dependents are valued. No future entrants are considered in this valuation.

Development of Age-related Medical Premiums

Actual premium rates for retirees and their spouses were adjusted to an age-related basis by applying medical claim cost factors developed from the data presented in the report, "Health Care Costs – From Birth to Death", sponsored by the Society of Actuaries. A description of the use of claims cost curves can be found in MacLeod Watts's Age Rating Methodology provided in Addendum 2 to this report.

The monthly baseline premium costs were set equal to the active employee-only premiums shown in the chart at the bottom of Section 2. Representative claims costs by age in this program were developed for retirees not currently covered or not expected to be eligible for Medicare, as shown below.

Expected Monthly Claims by Medical Plan for Selected Ages					
Medical Plan	Male				
	52	55	57	60	63
Kaiser Low HMO	\$ 851	\$ 993	\$ 1,092	\$ 1,247	\$ 1,417
Teamsters Anthem PPO	693	808	889	1,015	1,153
Medical Plan	Female				
	52	55	57	60	63
Kaiser Low HMO	\$ 1,007	\$ 1,089	\$ 1,141	\$ 1,241	\$ 1,376
Teamsters Anthem PPO	819	886	929	1,010	1,120



Supporting Information
 (Continued)

Section 3 - Actuarial Methods and Assumptions

Development of Age-related
 Medical Premiums (continued)

All current and future retirees on Medicare are assumed to be covered by plans that are rated based solely on the experience of Medicare retirees. With one exception, the employer’s contribution is less than the lowest age adjusted premium and, as such, any implicit subsidy between retirees in this group is paid by the retirees and not the employer.

Economic Assumptions

Long Term Return on Assets

For accounting and funding: 5.75% as of June 30, 2020 and June 30, 2019, net of plan investment expenses

Discount Rate

5.75% as of June 30, 2020 and June 30, 2019

General Inflation Rate

2.5% per year

Salary Increase

3.0% per year; since benefits do not depend on salary, this is used to allocate the cost of benefits between service years.

Healthcare Trend

Medical plan premiums and claims costs by age are assumed to increase once each year. Increases over the prior year’s levels are assumed to be effective on the dates shown below:

Effective January 1	Premium Increase	Effective January 1	Premium Increase
2020	Actual	2060-66	4.80%
2021	6.50%	2067	4.70%
2022	6.00%	2068	4.60%
2023-24	5.50%	2069	4.50%
2025-27	5.40%	2070-71	4.40%
2027-46	5.30%	2072	4.30%
2047	5.20%	2073-74	4.20%
2048-49	5.10%	2075	4.10%
2050-53	5.00%	2076	4.00%
2054-59	4.90%	& later	4.00%

The healthcare trend shown above was developed using the Getzen Model 2019_b published by the Society of Actuaries using the following settings: short term rates from 2021-2022 6.5%, 6%; CPI 2.5%; Real GDP Growth 1.5%; Excess Medical Growth 1.2%; Expected Health Share of GDP in 2028 20.5%; Resistance Point 25%; Year after which medical growth is limited to growth in GDP 2075.

Commission Cost-sharing

We assumed the maximum benefit per year of service would remain level in all future years (0% increases).



Supporting Information

(Concluded)

Section 3 - Actuarial Methods and Assumptions

Participant Election Assumptions

Participation Rate	<i>Active employees:</i> 100% of those who qualify for retiree health benefits are assumed to continue their current plan election and receive these benefits in retirement. <i>Retired participants:</i> Existing medical plan elections are assumed to be continued until the retiree's death.
Spouse Coverage	<i>Active and retired members:</i> Existing elections for spouse coverage are assumed to be continued until the spouse's death. Actual spouse ages are used, where known; if not, husbands are assumed to be 3 years older than their wives.
Medicare Eligibility	Absent contrary data, all individuals are assumed to be eligible for Medicare Parts A and B at age 65.

Demographic Assumptions

Demographic actuarial assumptions used in this valuation are based on the 2017 experience study of the California Public Employees Retirement System using data from 1997 to 2015, except for a different basis used to project future mortality improvements.

Mortality Improvement	MacLeod Watts Scale 2018 applied generationally from 2015 (see Addendum 3)
Retirement Formulas	Miscellaneous Employees: 2% @ 60

For samples rates of assumed mortality, service retirement and other separation (termination) prior to retirement at selected ages, please refer to our June 30, 2019 valuation report and/or the CalPERS experience study referenced above.

Changes recognized in the current measurement period:

None



Addendum 1: Important Background Information

General Types of Other Post-Employment Benefits (OPEB)

Post-employment benefits other than pensions (OPEB) comprise a part of compensation that employers offer for services received. The most common OPEB are medical, prescription drug, dental, vision, and/or life insurance coverage. Other OPEB may include outside group legal, long-term care, or disability benefits outside of a pension plan. OPEB does not generally include COBRA, vacation, sick leave (unless converted to defined benefit OPEB), or other direct retiree payments.

A direct employer payment toward the cost of OPEB benefits is referred to as an “explicit subsidy”. In addition, if claims experience of employees and retirees are pooled when determining premiums, retiree premiums are based on a pool of members which, on average, are younger and healthier. For certain types of coverage such as medical insurance, this results in an “implicit subsidy” of retiree premiums by active employee premiums since the retiree premiums are lower than they would have been if retirees were insured separately. GASB 75 and Actuarial Standards of Practice generally require that an implicit subsidy of retiree premium rates be valued as an OPEB liability.

Expected retiree claims		
Premium charged for retiree coverage		Covered by higher active premiums
Retiree portion of premium	Agency portion of premium Explicit subsidy	Implicit subsidy

This chart shows the sources of funds needed to cover expected medical claims for pre-Medicare retirees. The portion of the premium paid by the Agency does not impact the amount of the implicit subsidy.

Valuation Process

The valuation was based on employee census data and benefits provided by the Commission. A summary of the employee data is provided in Section 1 and a summary of the benefits provided under the Plan is provided in Section 2. While individual employee records have been reviewed to verify that they are reasonable in various respects, the data has not been audited and we have otherwise relied on the Commission as to its accuracy. The valuation was also based on the actuarial methods and assumptions described in Section 3.

In developing the projected benefit values and liabilities, we first determine an expected premium or benefit stream over the employee’s future retirement. Benefits may include both direct employer payments (explicit subsidies) and/or an implicit subsidy, arising when retiree premiums are expected to be subsidized by active employee premiums. The projected benefit streams reflect assumed trends in the cost of those benefits and assumptions as to the expected date(s) when benefits will end. We then apply assumptions regarding:

- The probability that each individual employee will or will not continue in service to receive benefits.
- The probability of when such retirement will occur for each retiree, based on current age, service and employee type; and
- The likelihood that future retirees will or will not elect retiree coverage (and benefits) for themselves and/or their dependents.



Important Background Information

(Continued)

We then calculate a present value of these benefits by discounting the value of each future expected benefit payment, multiplied by the assumed expectation that it will be paid, back to the valuation date using the discount rate. These benefit projections and liabilities have a very long time horizon. The final payments for currently active employees may not be made for many decades.

The resulting present value for each employee is allocated as a level percent of payroll each year over the employee's career using the entry age normal cost method and the amounts for each individual are then summed to get the results for the entire plan. This creates a cost expected to increase each year as payroll increases. Amounts attributed to prior fiscal years form the "Total OPEB Liability". The OPEB cost allocated for active employees in the current year is referred to as "Service Cost".

Where contributions have been made to an irrevocable OPEB trust, the accumulated value of trust assets ("Fiduciary Net Position") is applied to offset the "Total OPEB Liability", resulting in the "Net OPEB Liability". If a plan is not being funded, then the Net OPEB Liability is equal to the Total OPEB Liability.

It is important to remember that an actuarial valuation is, by its nature, a projection of one possible future outcome based on many assumptions. To the extent that actual experience is not what we assumed, future results will differ. Some possible sources of future differences may include:

- A significant change in the number of covered or eligible plan members
- A significant increase or decrease in the future premium rates
- A change in the subsidy provided by the Agency toward retiree premiums
- Longer life expectancies of retirees
- Significant changes in expected retiree healthcare claims by age, relative to healthcare claims for active employees and their dependents
- Higher or lower returns on plan assets or contribution levels other than were assumed, and/or
- Changes in the discount rate used to value the OPEB liability



Important Background Information

(Continued)

Requirements of GASB 75

The Governmental Accounting Standards Board (GASB) issued GASB Statement No. 75, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions*. This Statement establishes standards for the measurement, recognition, and disclosure of OPEB expense and related liabilities (assets), note disclosures, and, required supplementary information (RSI) in the financial reports of state and local governmental employers.

Important Dates

GASB 75 requires that the information used for financial reporting falls within prescribed timeframes. Actuarial valuations of the total OPEB liability are generally required at least every two years. If a valuation is not performed as of the Measurement Date, then liabilities are required to be based on roll forward procedures from a prior valuation performed no more than 30 months and 1 day prior to the most recent year-end. In addition, the net OPEB liability is required to be measured as of a date no earlier than the end of the prior fiscal year (the "Measurement Date").

Recognition of Plan Changes and Gains and Losses

Under GASB 75, gains and losses related to changes in Total OPEB Liability and Fiduciary Net Position are recognized in OPEB expense systematically over time.

- *Timing of recognition:* Changes in the Total OPEB Liability relating to changes in plan benefits are recognized immediately (fully expensed) in the year in which the change occurs. Gains and Losses are amortized, with the applicable period based on the type of gain or loss. The first amortized amounts are recognized in OPEB expense for the year the gain or loss occurs. The remaining amounts are categorized as deferred outflows and deferred inflows of resources related to OPEB and are to be recognized in future OPEB expense.
- *Deferred recognition periods:* These periods differ depending on the source of the gain or loss.

Difference between projected
and actual trust earnings:

5 year straight-line recognition

All other amounts:

Straight-line recognition over the expected average remaining service lifetime (EARSL) of all members that are provided with benefits, determined as of the beginning of the Measurement Period. In determining the EARSL, all active, retired and inactive (vested) members are counted, with the latter two groups having 0 remaining service years.



Important Background Information

(Continued)

Implicit Subsidy Plan Contributions

An implicit subsidy occurs when expected retiree claims exceed the premiums charged for retiree coverage. When this occurs, we expect part of the premiums paid for active employees to cover a portion of retiree claims. This transfer represents the current year's "implicit subsidy". Because GASB 75 treats payments to an irrevocable trust *or directly to the insurer* as employer contributions, each year's implicit subsidy is treated as a contribution toward the payment of retiree benefits.

The following hypothetical example illustrates this treatment:

Hypothetical Illustration of Implicit Subsidy Recognition	For Active Employees	For Retired Employees
<i>Prior to Implicit Subsidy Adjustment</i>		
Premiums Paid by Agency During Fiscal Year	\$ 411,000	\$ 48,000
Accounting Treatment	Compensation Cost for Active Employees	Contribution to Plan & Benefits Paid from Plan
<i>After Implicit Subsidy Adjustment</i>		
Premiums Paid by Agency During Fiscal Year	\$ 411,000	\$ 48,000
Implicit Subsidy Adjustment	(23,000)	23,000
Accounting Cost of Premiums Paid	\$ 388,000	\$ 71,000
Accounting Treatment Impact	Reduces Compensation Cost for Active Employees	Increases Contributions to Plan & Benefits Paid from Plan

The example above shows that total payments toward active and retired employee healthcare premiums is the same, but for accounting purposes part of the total is shifted from actives to retirees. This shifted amount is recognized as an OPEB contribution and reduces the current year's premium expense for active employees.



Important Background Information

(Continued)

Discount Rate

When the financing of OPEB liabilities is on a pay-as-you-go basis, GASB 75 requires that the discount rate used for valuing liabilities be based on the yield or index rate for 20-year, tax-exempt general obligation municipal bonds with an average rating of AA/Aa or higher (or equivalent quality on another rating scale). When a plan sponsor makes regular, sufficient contributions to a trust in order to prefund the OPEB liabilities, GASB 75 allows use of a rate up to the expected rate of return of the trust. Therefore, prefunding has an advantage of potentially being able to report overall lower liabilities due to future expected benefits being discounted at a higher rate.

Actuarial Funding Method and Assumptions

The “ultimate real cost” of an employee benefit plan is the value of all benefits and other expenses of the plan over its lifetime. These expenditures are dependent only on the terms of the plan and the administrative arrangements adopted, and as such are not affected by the actuarial funding method.

The actuarial funding method attempts to spread recognition of these expected costs on a level basis over the life of the plan, and as such sets the “incidence of cost”. GASB 75 specifically requires that the actuarial present value of projected benefit payments be attributed to periods of employee service using the Entry Age Actuarial Cost Method, with each period’s service cost determined as a level percentage of pay.

The results of this report may not be appropriate for other purposes, where other assumptions, methodology and/or actuarial standards of practice may be required or more suitable.



Addendum 2: MacLeod Watts Age Rating Methodology

Both accounting standards (e.g. GASB 75) and actuarial standards (e.g. ASOP 6) require that expected retiree claims, not just premiums paid, be reflected in most situations where an actuary is calculating retiree healthcare liabilities. Unfortunately, the actuary is often required to perform these calculations without any underlying claims information. In most situations, the information is not available, but even when available, the information may not be credible due to the size of the group being considered.

Actuaries have developed methodologies to approximate healthcare claims from the premiums being paid by the plan sponsor. Any methodology requires adopting certain assumptions and using general studies of healthcare costs as substitutes when there is a lack of credible claims information for the specific plan being reviewed.

Premiums paid by sponsors are often uniform for all employee and retiree ages and genders, with a drop in premiums for those participants who are Medicare-eligible. While the total premiums are expected to pay for the total claims for the insured group, on average, the premiums charged would not be sufficient to pay for the claims of older insureds and would be expected to exceed the expected claims of younger insureds. An age-rating methodology takes the typically uniform premiums paid by plan sponsors and spreads the total premium dollars to each age and gender intended to better approximate what the insurer might be expecting in actual claims costs at each age and gender.

The process of translating premiums into expected claims by age and gender generally follows the steps below.

1. *Obtain or Develop Relative Medical Claims Costs by Age, Gender, or other categories that are deemed significant.* For example, a claims cost curve might show that, if a 50 year old male has \$1 in claims, then on average a 50 year old female has claims of \$1.25, a 30 year male has claims of \$0.40, and an 8 year old female has claims of \$0.20. The claims cost curve provides such relative costs for each age, gender, or any other significant factor the curve might have been developed to reflect. Section 3 provides the source of information used to develop such a curve and shows sample relative claims costs developed for the plan under consideration.
2. *Obtain a census of participants, their chosen medical coverage, and the premium charged for their coverage.* An attempt is made to find the group of participants that the insurer considered in setting the premiums they charge for coverage. That group includes the participant and any covered spouses and children. When information about dependents is unavailable, assumptions must be made about spouse age and the number and age of children represented in the population. These assumptions are provided in Section 3.
3. *Spread the total premium paid by the group to each covered participant or dependent based on expected claims.* The medical claims cost curve is used to spread the total premium dollars paid by the group to each participant reflecting their age, gender, or other relevant category. After this step, the actuary has a schedule of expected claims costs for each age and gender for the current premium year. It is these claims costs that are projected into the future by medical cost inflation assumptions when valuing expected future retiree claims.

The methodology described above is dependent on the data and methodologies used in whatever study might be used to develop claims cost curves for any given plan sponsor. These methodologies and assumptions can be found in the referenced paper cited as a source in the valuation report.



Addendum 3: MacLeod Watts Mortality Projection Methodology

Actuarial standards of practice (e.g., ASOP 35, Selection of Demographic and Other Noneconomic Assumptions for Measuring Pension Obligations, and ASOP 6, Measuring Retiree Group Benefits Obligations) indicate that the actuary should reflect the effect of mortality improvement (i.e., longer life expectancies in the future), both before and after the measurement date. The development of credible mortality improvement rates requires the analysis of large quantities of data over long periods of time. Because it would be extremely difficult for an individual actuary or firm to acquire and process such extensive amounts of data, actuaries typically rely on large studies published periodically by organizations such as the Society of Actuaries or Social Security Administration.

As noted in a recent actuarial study on mortality improvement, key principles in developing a credible mortality improvement model would include the following:

- (1) Short-term mortality improvement rates should be based on recent experience.
- (2) Long-term mortality improvement rates should be based on expert opinion.
- (3) Short-term mortality improvement rates should blend smoothly into the assumed long-term rates over an appropriate transition period.

The **MacLeod Watts Scale 2018** was developed from a blending of data and methodologies found in two published sources: (1) the Society of Actuaries Mortality Improvement Scale MP-2017 Report, published in October 2017 and (2) the demographic assumptions used in the 2017 Annual Report of the Board of Trustees of the Federal Old-Age and Survivors Insurance and Federal Disability Insurance Trust Funds, published July 2017.

MacLeod Watts Scale 2018 is a two-dimensional mortality improvement scale reflecting both age and year of mortality improvement. The underlying base scale is Scale MP-2017 which has two segments: (1) historical improvement rates for the period 1951-2013 and (2) an estimate of future mortality improvement for years 2014-2016 using the Scale MP-2017 methodology but utilizing the assumptions obtained from Scale MP-2015. The MacLeod Watts scale then transitions from the 2016 improvement rate to the Social Security Administration (SSA) Intermediate Scale linearly over the 10-year period 2017-2026. After this transition period, the MacLeod Watts Scale uses the constant mortality improvement rate from the SSA Intermediate Scale from 2026-2040. The SSA's Intermediate Scale has a final step down in 2041 which is reflected in the MacLeod Watts scale for years 2041 and thereafter. Over the ages 95 to 115, the SSA improvement rate is graded to zero.

Scale MP-2017 can be found at the SOA website and the projection scales used in the 2017 Social Security Administrations Trustees Report at the Social Security Administration website.



Glossary

Actuarial Funding Method – A procedure which calculates the actuarial present value of plan benefits and expenses, and allocates these expenses to time periods, typically as a normal cost and an actuarial accrued liability

Actuarial Present Value of Projected Benefits (APVPB) – The amount presently required to fund all projected plan benefits in the future. This value is determined by discounting the future payments by an appropriate interest rate and the probability of nonpayment.

CalPERS – Many state governments maintain a public employee retirement system; CalPERS is the California program, covering all eligible state government employees as well as other employees of other governments within California who have elected to join the system

Defined Benefit (DB) – A pension or OPEB plan which defines the monthly income or other benefit which the plan member receives at or after separation from employment

Deferred Contributions – When an employer makes contributions after the measurement date and prior to the fiscal year end, recognition of these contributions is deferred to a subsequent accounting period by creating a deferred resource. We refer to these contributions as Deferred Contributions.

Defined Contribution (DC) – A pension or OPEB plan which establishes an individual account for each member and specifies how contributions to each active member's account are determined and the terms of distribution of the account after separation from employment

Discount Rate - Interest rate used to discount future potential benefit payments to the valuation date. Under GASB 75, if a plan is prefunded, then the discount rate is equal to the expected trust return. If a plan is not prefunded (pay-as-you-go), then the rate of return is based on a yield or index rate for 20-year, tax-exempt general obligation municipal bonds with an average rating of AA/Aa or higher.

Expected Average Remaining Service Lifetime (EARSL) – Average of the expected remaining service lives of all employees that are provided with benefits through the OPEB plan (active employees and inactive employees), beginning in the current period

Entry Age Actuarial Cost Method – An actuarial funding method where, for each individual, the actuarial present value of benefits is levelly spread over the individual's projected earnings or service from entry age to the last age at which benefits can be paid

Explicit Subsidy – The projected dollar value of future retiree healthcare costs expected to be paid directly by the Employer, e.g., the Employer's payment of all or a portion of the monthly retiree premium billed by the insurer for the retiree's coverage

Fiduciary Net Position – The value of trust assets used to offset the Total OPEB Liability to determine the Net OPEB Liability.

Government Accounting Standards Board (GASB) – A private, not-for-profit organization which develops generally accepted accounting principles (GAAP) for U.S. state and local governments; like FASB, it is part of the Financial Accounting Foundation (FAF), which funds each organization and selects the members of each board

Health Care Trend – The assumed rate(s) of increase in future dollar values of premiums or healthcare claims, attributable to increases in the cost of healthcare; contributing factors include medical inflation, frequency or extent of utilization of services and technological developments.



Glossary

(Continued)

Implicit Subsidy – The projected difference between future retiree claims and the premiums to be charged for retiree coverage; this difference results when the claims experience of active and retired employees are pooled together and a ‘blended’ group premium rate is charged for both actives and retirees; a portion of the active employee premiums subsidizes the retiree premiums.

Net OPEB Liability (NOL) – The liability to employees for benefits provided through a defined benefit OPEB. Only assets administered through a trust that meet certain criteria may be used to reduce the Total OPEB Liability.

Net Position – The Impact on Statement of Net Position is the Net OPEB Liability adjusted for deferred resource items

OPEB Expense – The OPEB expense reported in the Agency’s financial statement. OPEB expense is the annual cost of the plan recognized in the financial statements.

Other Post-Employment Benefits (OPEB) – Post-employment benefits other than pension benefits, most commonly healthcare benefits but also including life insurance if provided separately from a pension plan

Pay-As-You-Go (PAYGO) – Contributions to the plan are made at about the same time and in about the same amount as benefit payments and expenses coming due

PEMHCA – The Public Employees’ Medical and Hospital Care Act, established by the California legislature in 1961, provides community-rated medical benefits to participating public employers. Among its extensive regulations are the requirements that a contracting Agency contribute toward medical insurance premiums for retired annuitants and that a contracting Agency file a resolution, adopted by its governing body, with the CalPERS Board establishing any new contribution.

Plan Assets – The value of cash and investments considered as ‘belonging’ to the plan and permitted to be used to offset the AAL for valuation purposes. To be considered a plan asset, GASB 75 requires (a) contributions to the OPEB plan be irrevocable, (b) OPEB assets to dedicated to providing OPEB benefit to plan members in accordance with the benefit terms of the plan, and (c) plan assets be legally protected from creditors, the OPEB plan administrator and the plan members.

Public Agency Miscellaneous (PAM) – Non-safety public employees.

Select and Ultimate – Actuarial assumptions which contemplate rates which differ by year initially (the select period) and then stabilize at a constant long-term rate (the ultimate rate)

Service Cost – Total dollar value of benefits expected to be earned by plan members in the current year, as assigned by the actuarial funding method; also called normal cost

Total OPEB Liability (TOL) – Total dollars required to fund all plan benefits attributable to service rendered as of the valuation date for current plan members and vested prior plan members; a subset of “Actuarial Present Value”

Vesting – As defined by the plan, requirements which when met make a plan benefit nonforfeitable on separation of service before retirement eligibility



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

This Agreement is made and entered into as of December **XX**, 2021 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 MACLEOD WATTS, a - CORPORATION with its principal place of business 5200 SW Macadam, Suite 310, Portland, OR 97239 (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:

2021 OPEB Actuarial valuation and related funding and GASB 75 reports for two years (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 described as follows:

- a. Prepare an actuarial valuation of OPEB liability as of June 30, 2021
- b. Develop Actuarially Determined Contributions for the Commissions FYEs 2022, 2023 and 2024
- c. Prepare actuarial forms required to be submitted to the OPEB trust (CERBT)
- d. Prepare GASB 75 report for the Commission’s fiscal year end June 30, 2022
- e. Prepare GASB 75 report for the Commission’s fiscal year end June 30, 2023

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 below:

For items 1.a., 1.b., 1.c. and 1.d. above:	\$4,400
For item 1.e. above:	\$1,500

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **\$5,900**. 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 [relating to items 1.a., 1.b., 1.c. and 1.d. within 60 days following the date all requested data is provided to MacLeod Watts. Item 1.e. will completed on or before September 30, 2023.](#) 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:

	<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
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.

17 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.

18. Organization

Consultant shall assign [Catherine MacLeod](#) as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the Commission.

19. Limitation of Agreement.

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

20. 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:
MacLeod Watts
11300 S.E. Main Street
Portland OR 97222
Attn: Cathernie MacLeod, Corporate Secretary

and shall be effective upon receipt thereof.

21. 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.

22. 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.

23. 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.

24. Severability

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

25. 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.

26. Non-Waiver

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

27. Time of Essence

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

28. 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.

29. 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 MACLEOD WATTS**

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

MARIN LOCAL AGENCY FORMATION
COMMISSION

MacLeod Watts

By: _____
Jason Fried
Executive Officer

By: _____
Its: President

Printed Name: Catherine MacLeod

ATTEST:

By: _____
Board Clerk

EXHIBIT A

Scope of Services

June 30, 2021 Biennial Actuarial Valuation, Development of ADCs, and FYE 2022 GASB 75 Report **\$4,400**
(Measurement Date 6/30/2021)

A new biennial valuation will be prepared to remeasure plan liabilities as of June 30, 2021 with results reconciled to the prior valuation. A single report will include the GASB 75 accounting information for fiscal year end June 30, 2022 and provide Actuarially Determined Contribution levels (ADCs) through the Commission’s fiscal year end June 30, 2024. This fee includes preparation of the CERBT actuarial forms and conference calls, as needed, to review valuation results with the Commission.

For this proposal, we assumed that there have been no changes to benefits provided since the prior actuarial report and that Commission intends to contribute 100% or more of each year’s ADC. If there have been changes to retiree benefits and/or OPEB funding, please let us know.

Invoice timing: This report is likely to be completed and billed during fiscal year 21/22.

FYE June 30, 2023 GASB 75 Report **\$1,500**
(Measurement Date: 6/30/2022; Val Date 6/30/2021)

The report will be issued after June 30, 2023 when all needed information will be available. If there are material changes in plan population, benefits, then a new valuation may be required in lieu of a roll forward of results from the 2021 valuation.

Invoice timing: A completed draft of this report is likely to be completed during fiscal year 22/23, but final information is usually not updated until early in FY 23/24. We can invoice the Commission for this report in either fiscal year. Please let us know your preference at that time.

Out-of-Scope Services: The following are examples of work beyond the actuarial valuation and GASB 75 reports that we would consider out-of-scope and may result in additional fees:

- 1) required data analysis in excess of 4 hours; 2) alternate illustrations for prefunding; 3) consulting on PEMHCA-related compliance in excess of 1 hour; 4) in person meetings; 5) auditor assistance in excess of 2 hours; 6) any crossover tests if the Commission contribution levels fall below the Actuarially Determined Contribution level; 7) consulting or actuarial projections relating to possible plan redesign, experience studies or long-term forecasting.

Our hourly rates for out-of-scope services are:

Consultant	2021 Rate per Hour
Senior Actuarial Consultants	\$370
Actuarial Consultants	290-340
Actuarial Analysts	155 - 260
Administrative Staff	105 - 130

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 will inform Commission regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.

EXHIBIT C
Activity Schedule

EXHIBIT D
Federal Requirements



Marin Local Agency Formation Commission

Regional Service Planning | Subdivision of the State of California

AGENDA REPORT

December 9, 2021

Item No. 10 (Business)

TO: Local Agency Formation Commission

FROM: Jason Fried, Executive Officer

SUBJECT: Authorization to Make Payment From County Fund Account to MCERA

Background

Marin LAFCo Policy 3.13 (B)(i) states “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. Staff is authorized to transfer out of the County Account and into the Primary Operating Account on a quarterly basis the anticipated needed amount to cover costs that are part of the Commission approved budget for the upcoming quarter. Any other transfers or related transactions of monies out of this account shall require majority approval by the Commission at a public meeting.”

Marin LAFCo has historically had the County make our MCERA payments from our County account. With the changeover from the County handling this to LAFCo we now need to pay this ourselves. Based on the approved policy, before we as staff can send the check to pay MCERA, the Commission needs to approve the action. Staff plans to come back to the Commission with a formal change to the above policy after working with the Policy and Personnel Committee to craft an update to this policy. In the meantime, staff is asking the Commission to approve staff making a payment to MCERA for \$27,983.62. This covers the first quarter of FY 21-22.

Staff Recommendation for Action

- 1. Staff Recommendation** – Authorize staff to make a payment of \$27,983.62 to MCERA from our County account per LAFCo Policy 3.13(B)(i).
- 2. Alternate Option** - Continue consideration of the item to the next Commission meeting and provide direction to staff, as needed.

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1401 Los Gatos Drive, Suite 220
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T: 415-448-5877 E: staff@marinlafco.org
www.marinlafco.org

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County of Marin

Judy Arnold, Regular
County of Marin

Dennis Rodoni, Alternate
County of Marin

Sashi McEntee, Chair
City of Mill Valley

Barbara Coler, Regular
Town of Fairfax

James Campbell, Alternate
City of Belvedere

Lew Kiouss, Vice Chair
Almonte Sanitary District

Craig K. Murray, Regular
Las Gallinas Valley Sanitary

Tod Moody, Alternate
Sanitary District #5

Larry Loder, Regular
Public Member

Richard Savel, Alternate
Public Member



Marin Local Agency Formation Commission

Regional Service Planning | Subdivision of the State of California

AGENDA REPORT

December 9, 2021

Executive Officer Report – Section A

TO: Local Agency Formation Commission
FROM: Jason Fried, Executive Officer
SUBJECT: Budget Update for FY 2021-2022

Background

Marin Local Agency Formation Commission (LAFCo) adopted a budget for FY 2021-2022 totaling \$561,548.17. From July 1, 2021, through September 30, 2021, LAFCo has spent \$182,474.18. This report covers 5 months, which is 42% of the year. Due to the Thanksgiving Holiday and when packet materials needed to be completed, it should be noted that this report was run before the final payroll of November was in the system so the salary and benefits cost section is slightly lower than what was truly expended in November. While the report shows us spending 32.5% of our budget this year that number is really between 35% and 36%.

You will note three line items are higher than the expected percent for this time of year. All three have previously been reported, General Insurance (15), Membership and Dues (30), and Rent Storage (65), with two being due to one-time payments already being made and the third due to extra work done with our storage system.

This report also shows that all our agency contributions have been made.

Attachment:

- 1) FY 2021-2022 Budget Reports

Administrative Office

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Marin Local Agency Formation Commission

21/22 BUDGET REPORT

11/23/21

July 2021 through June 2022

Accrual Basis

	Jul '21 - Jun 22	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
4700000 · Prior Year Carryover	0.00	55,000.00	-55,000.00	0.0%
4710510 · Agency Contributions	506,548.18	506,548.17	0.01	100.0%
Total Income	506,548.18	561,548.17	-54,999.99	90.2%
Expense				
Services and Supplies				
05 · Commissioner Per Diems	1,875.00	10,000.00	-8,125.00	18.8%
10 · Conferences	0.00	5,000.00	-5,000.00	0.0%
15 · General Insurance	5,452.65	6,500.00	-1,047.35	83.9%
20 · IT & Communications Services	5,969.73	17,000.00	-11,030.27	35.1%
25 · Legal Services	8,334.53	37,500.00	-29,165.47	22.2%
30 · Memberships & Dues	6,167.00	7,000.00	-833.00	88.1%
35 · Misc Services	503.35	2,000.00	-1,496.65	25.2%
40 · Office Equipment Purchases	1,774.46	4,139.00	-2,364.54	42.9%
45 · Office Lease/Rent	14,365.15	34,559.17	-20,194.02	41.6%
50 · Office Supplies & Postage	760.55	4,000.00	-3,239.45	19.0%
55 · Professional Services	7,263.00	24,000.00	-16,737.00	30.3%
60 · Publications/Notices	0.00	2,000.00	-2,000.00	0.0%
65 · Rent - Storage	469.00	650.00	-181.00	72.2%
70 · Training	29.00	1,700.00	-1,671.00	1.7%
75 · Travel - Mileage	21.88	3,500.00	-3,478.12	0.6%
Total Services and Supplies	52,985.30	159,548.17	-106,562.87	33.2%
Salary and Benefit Costs				
5110109 · Salaries	106,729.96	317,000.00	-210,270.04	33.7%
5130120 · County of Marin - Group Health	8,116.41	34,000.00	-25,883.59	23.9%
5130500 · MCERA / Pension	14,642.51	45,000.00	-30,357.49	32.5%
5130525 · Retiree Health	0.00	6,000.00	-6,000.00	0.0%
Total Salary and Benefit Costs	129,488.88	402,000.00	-272,511.12	32.2%
Total Expense	182,474.18	561,548.17	-379,073.99	32.5%
Net Ordinary Income	324,074.00	0.00	324,074.00	100.0%
Other Income/Expense				
Other Income				
4640333 · Fees for Services	13,142.09			
Total Other Income	13,142.09			
Net Other Income	13,142.09			
Net Income	337,216.09	0.00	337,216.09	100.0%



Marin Local Agency Formation Commission

Regional Service Planning | Subdivision of the State of California

AGENDA REPORT

December 9, 2021

Executive Officer Report – Section B

TO: Local Agency Formation Commission

FROM: Olivia Gingold, Clerk/Junior Analyst

SUBJECT: **Current and Pending Proposals**

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.

LAFCo has received one new application since the last Commission meeting in October for 11 Brighton Blvd. (File #1362). It is currently under agency review and should be heard at the February meeting. 4916 Ranch Road and 800 Corte Madera have completed 30-day reviews and are being presented at today's Commission meeting. More information on LAFCo Files #1360 and #1361 can be found as part of the packet for Agenda Items #4 and #5.

CSA 18 is also very close to submitting materials, although there are still a few items LAFCo is waiting on before accepting the application and beginning the procedural process.

Attachment:

1) Chart of Current and Pending Proposals

Administrative Office

Jason Fried, Executive Officer
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T: 415-448-5877 E: staff@marinlafco.org
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Richard Savel, Alternate
Public Member

Current and Pending Proposals

LAFCo File #	Status	Proposal	Description	Government Agency	Latest Update
1360	On Today's Agenda	Annexation of 4916 Ranch Road	Landowners Jacqui Bos and Eric McCrath request annexation approval of 4916 Ranch Road to Sanitary District 2 and the Town of Tiburon. The parcel is approx. 10.45 acres and is looking to move off of septic as the landowners remodel the existing single-family home. The annexation to Town of Tiburon was initiated because of the dual annexation policy.	Sanitary District 2, Town of Tiburon	Item is on today's agenda.
1361	On Today's Agenda	Annexation of portion of parcel for addition to 800 Corte Madera.	Marin County Open Space District requests that a portion of APN 033-200-01 measuring .50 acres in size be detached from the City of Mill Valley and annexed into Sanitary District #2 and the Town of Corte Madera. The intention is to include this .50 acre portion in the boundaries for the situs address 800 Corte Madera Ave. The land is currently being utilized by 800 Corte Madera Ave hence the reason for this application.	Sanitary District 2, Town of Corte Madera, City of Mill Valley.	Item is on today's agenda.
1362	In Review Period	Outside Service Agreement with City of Mill Valley	Landowner Jon Grabham requests an Outside Service Agreement with the City of Mill Valley's sewer district for 11 Brighton Blvd., a parcel in unincorporated area adjacent to the City of Mill Valley. The property has a failing septic, which County EHS has determined is a public safety hazard. The City of Mill Valley has taken board action in favor of this OSA, and	City of Mill Valley	In review process.
1346	Completed	Annexation of 4576 Paradise Drive	Sierra Pines Group LLC ("applicant") requests approval to annex one lot totaling 9.575 acres to the Town of Tiburon. The affected territory is near the Town of Tiburon with a situs address of 4576 Paradise Drive (038-142-02).	Town of Tiburon	Item has been completed
1354	Completed	Annexation of 345 Highland Ave.	Landowners Jennifer and Robert Andrews (applicants) submitted an application for the annexation of 345 Highland Avenue to SRSD. The parcel is approx. .98 acres and has a failing septic that necessitates their annexation to SRSD.	San Rafael Sanitation District	Item has been completed
1355	Completed	Annexation of 666 Sequoia Valley Road	Landowner Matthew Farnsworth requests annexation approval of 666 Sequoia Valley Road to Homestead Valley Sanitary District. The parcel is approx. .47 acres and has a failing septic that necessitates their annexation to HVSD.	Homestead Valley Sanitary District	Item has been completed

Current and Pending Proposals

LAFCo File #	Status	Proposal	Description	Government Agency	Latest Update
1356	Completed	Annexation of 105 Roblar Drive	Sonoma Marin Area Rail Transit (S.M.A.R.T.) requests annexation approval of 105 Roblar Drive to Novato Sanitary District. The parcel is approx. .82 acres, and annexing to the district may induce growth in the parcel in the form of industrial office buildings. Novato Sanitary District has submitted some terms for connection which S.M.A.R.T. has agreed to.	Novato Sanitary District	Item has been completed
1357	Completed	Annexation of 2090 Vineyard Road	Landowner requests annexation approval of 2090 Vineyard Road to Novato Sanitary District. The parcel is approx. .40 acres.	Novato Sanitary District	Item has been completed
1358	Completed	Annexation of 32 Fairway Drive	32 Fairway Dr, San Rafael, had a failed septic tank which needed an OSA to connect into San Rafael Sanitary District. This is the applicant's application to annex permanently into SRSD. The parcel is approx. 1.02 acres and has been receiving	San Rafael Sanitary District	Item has been completed
1359	Completed	Annexation of 1996 Novato Blvd.	Landowner Leonardo Del Toro requests annexation approval of 1996 Novato Blvd to Novato Sanitary District. The parcel is approx. 1.10 acres and is applied for annexation to connect to the sewer district and move off of septic as as they plan to construct two additional dwelling units on the existing parcel.	Novato Sanitary District	Item has been completed
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 or get the applicant to resubmit application.



Marin Local Agency Formation Commission

Regional Service Planning | Subdivision of the State of California

AGENDA REPORT

December 9, 2021

Executive Officer Report – Section C

TO: Local Agency Formation Commission

FROM: Jason Fried, Executive Officer

SUBJECT: Applications Submitted for CALAFCO Awards

Background

Chair McEntee wanted to make sure the Commission saw what the Ad-Hoc group submitted for our awards of Jason Fried as Professional of the Year and Sashi McEntee as LAFCo Commissioner of the Year. The application process was an electronic form so attached is the Executive Summary and Nomination Summary for each submittal in plain text format.

Attachment:

- 1) Submittals for CALAFCo Awards

Administrative Office

Jason Fried, Executive Officer
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Damon Connolly, Regular
County of Marin

Judy Arnold, Regular
County of Marin

Dennis Rodoni, Alternate
County of Marin

Sashi McEntee, Chair
City of Mill Valley

Barbara Coler, Regular
Town of Fairfax

James Campbell, Alternate
City of Belvedere

Lew Kious, Vice Chair
Almonte Sanitary District

Craig K. Murray, Regular
Las Gallinas Valley Sanitary

Tod Moody, Alternate
Sanitary District #5

Larry Loder, Regular
Public Member

Richard Savel, Alternate
Public Member

Jason Fried Executive Summary

In just two years, Jason took us from zero staff to fully staffed, re-established our 5-year study schedule, adjusted our fee schedule to reflect actual costs, and built relationships with agencies large and small. As impressive as it was to establish those basic elements in such a short time, Jason's work in this review period took our LAFCo to the next level by:

1. Presenting our first Shared Services public workshop;
2. Initiating a Special Study for countywide fire services;
3. Guiding the dissolution of two County Service Areas and the consolidation of a dependent sewer district with another independent district;
4. Completing MSRs covering 35 agencies, with another 11 underway;
5. Creating several working groups, including a potential incorporation requiring a pre-financial analysis;
6. Creating career development paths for his staff members;
7. Working with administrative staff of member agencies on advance planning;
8. Transitioning out of the county benefits system;
9. Managing Zoom commission and committee meetings; and
10. Creating the "Revitalizing our Communities" handouts as a CALAFCO working group member and hosting the last Bay Area LAFCo staff meeting.

Jason has not previously won this award, so it is time to recognize his leadership in the field, hard work, LAFCo experience, and balanced perspective. Jason has consistently gone above and beyond and outside the scope of his job responsibilities, with proven results that otherwise would not have occurred. His impact has benefitted the commission and the greater community, allowing us to provide far deeper value than previously.

Nomination Summary

Marin LAFCo is proud to nominate our Executive Officer Jason Fried for the Outstanding LAFCo Professional Award.

When Jason joined us as Interim Executive Officer, all our staff had left for other jobs, and we were falling behind on our study schedule. He had to create a functional organization in short order with little support. Jason took us from zero staff to fully staffed, re-established our 5-year study schedule, adjusted our fee schedule to reflect actual costs, and built relationships with all the agencies we cover.

However, this award is for LAFCo professionals who go above and beyond those basic elements, and Jason has certainly met that criteria in a very short time.

During this award review period, Jason took our LAFCo to the next level in several ways.

Shared services public workshop: Jason and our chair developed our first public-facing workshop around shared services and consolidation, putting together 2 panels of agency staff and electeds to share their lessons learned. Over 75 people attended the Zoom workshop, which was co-sponsored by the Marin County Council of Mayors and Councilmembers, the Marin Special Districts Association, and the Marin County Board of Education. The workshop received excellent reviews and opened up conversations with agencies about future shared services and consolidation.

Special studies and MSR 2.0: After getting back on track with our 5-year study schedule, Jason began adding what he calls “MSR 2.0” elements to our studies, including sustainability and other keen analysis. In addition, he began work on an ambitious countywide special study on fire services, focusing on prevention and administration as a start. From here, we expect to add other special studies.

Work plan highlights: In addition to the above, Jason completed MSRs for 35 agencies out of the 65 in our purview, with another 11 currently underway. He also guided the dissolution of two County Service Areas and the consolidation of a dependent sewer district with another independent district.

Working groups: After each MSR, Jason creates a punch list so the commission and public can see what has been added to the work plan and staff’s recommendations for agency next steps. Our commission has directed staff to make sure our reports are value-added and not relegated to a binder on a shelf. Jason has been diligent about bringing together the relevant parties in working groups, ensuring the results of our studies are tangible. This year, staff was approached by an activist group seeking information on a possible incorporation. Jason researched the possibilities and polled his fellow EOs, bringing a proposal to the commission to prepare an RFP for a pre-financial analysis. This would allow some preliminary analysis to be completed at a lower cost. Jason’s solution gave the group a way to guide their decisions in keeping with LAFCo requirements and navigated a politically sensitive situation with transparency, care, and a high service level. His creativity and diligence went above and beyond what would be expected.

Employee development: It is difficult to retain high-quality staff at a small agency. Jason hired two excellent staff members, and he has helped them to develop their skills and advance in their positions. He created the Commission Clerk/Junior Analyst and Deputy EO positions in order to give our staff room to grow in their positions. It is expected that we will have staff turnover as such a small agency, but Jason has shown he can develop and retain new staff and keep the commission work on track.

Agency relationships: Jason has maintained his relationships with county, city, and special district administration to the point that he is now proactively contacted in advance of general plan updates and strategic planning. He has become a resource for agencies, and he has maintained this reputation even through staff turnover with those agencies. His proactive work has greatly improved the workload of the commission by ensuring LAFCo is involved early and helps direct agencies productively.

Benefits system transition: The County asked LAFCo to transition out of its payroll system, and the process turned out to be long and complicated. This was an extra workload not anticipated in the work plan. However, Jason was able to navigate those changes without affecting staff.

Zoom meetings: Jason led staff to research the best way to conduct Zoom commission and committee meetings, taking into account cost, security, and transparency. They worked out how to time public comment, as well as preventing security breaches other agencies have experienced.

Best practices: Jason has maintained his network of the Bay Area and statewide EOs to ensure our work uses the best practices available. He has a strong awareness of his limited staff resources and tries not to reinvent the wheel if he doesn’t have to. Jason served on the CALAFCO working group that created the “Revitalizing Our Communities” handout to help all LAFCo across the state promote themselves during the start of COVID. Jason also helped organize and host the last Bay Area LAFCo staff meeting to help them talk about and learn from each other.

Overcoming adversity: Another way Jason has gone above and beyond is in his management of his learning disability. Jason has turned this into a strength by establishing a review process for written documents, ensuring a high-quality product. His integrity and transparency in informing the commission of his learning disability and then managing it so well earned him the respect of the commission. Jason has consistently works beyond the scope of his job responsibilities and with proven results that otherwise would not have occurred. He has not previously won the award, and Marin LAFCo feels now is the time to recognize his work due to all the achievements of this review period.

Jason is a leader in his field. Our commission has been grateful for his hard work, LAFCo experience, and neutral and balanced perspective. We ask that you award him this year's Outstanding LAFCo Professional Award.

Sashi McEntee

Executive Summary

Over the past two years Marin LAFCo's Chair, Sashi McEntee, has spent countless hours improving Marin LAFCo. Following a period of much transition in staff and Board members, she has focused on enhancing the internal processes and the external efficacy of Marin LAFCo.

Internally, Sashi has:

- Rewritten our Policy Handbook to ensure it was up to date.
- Worked to create Marin LAFCo's first Personnel Handbook.
- Assisted in getting Marin LAFCo fully staffed for the first time since 2017.

Externally Sashi has:

- Led Marin LAFCo's first planning workshop that focused on working with our local governments by holding a joint, shared services workshop with our cities, special districts, JPAs, and school districts. This workshop was well attended and received by those attending.
- Worked with various Marin LAFCo agencies to ensure that LAFCo was involved in discussions and activities which the agencies were planning. LAFCo has now been invited to many working groups that were in the early stages of projects.
- She has worked with staff to start a special study to look at how all 14 fire agencies in Marin County currently operate.

Additionally, in her role as Mayor of Mill Valley, Sashi initiated and chaired the Diversity, Equity, and Inclusion (DEI) working group. The DEI working group was formed in 2020 in response to concerns raised by the Black Lives Matter movement. Plus, as Mayor of Mill Valley, she oversaw the City's actions and response to the COVID pandemic.

Nomination Summary

Over the past three years, Chair Sashi McEntee has done a lot to get Marin LAFCo organized and moving forward again. Sashi became chair in June of 2018. At that time, Marin LAFCo was staffed entirely with consultants and temporary employment agency staff was doing all the work with no Marin LAFCo employees. Since then, she has assisted with getting the Executive Officer to get LAFCo back to a full and stable staff for the first time since 2017. Her work as Chair has helped improve Marin LAFCo both internally and externally and has directly benefitted the constituents which LAFCo is in place to support.

Internally, Sashi has advanced several items. She took a very large, cumbersome, circuitous Policy handbook, and cut it by almost 1/3 in size without losing any core information. She helped create the first Personnel Handbook for Marin LAFCo that covers all current and future needs of the agency in managing staff issues. Sashi has worked with staff to modernize how Marin LAFCo operates, which has allowed Marin LAFCo to become more-effective when dealing with staff, especially in light of staff needing to work from home during public safety power shutoffs and then COVID stay-at-home orders. In the past two years as Chair of LAFCo, Sashi has given staff the support they need to complete 35 agency Municipal Service Reviews (MSRs) with another 11 agencies currently under review out the 65 agencies

within Marin in July 2019. Those MSRs, along with previous work, have led to 2 County Service Areas (CSA) being dissolved and one dependent sewer district being combined with another independent district over the last two years.

Externally, Chair McEntee has led LAFCo organizationally to such an improved level that the Commission decided this year to forgo our regular annual workshop. Sashi developed this Commission approved workshop as she suggested to look at how our local agencies can better share services, and Sashi helped lead the delivery of the ½ day online workshop. It was attended by 78 people who overwhelmingly gave it positive reviews. The workshop was co-sponsored by the Marin County Council of Mayors and Councilmembers, Marin Chapter of the California Special Districts Association, and the Marin County Office of Education. This was the first time all four groups have worked together on a workshop. We are now looking at doing follow-up workshops to continue to share good governance. This workshop also led to LAFCo being invited to attend meetings with the City of Sausalito and its associated sewer district to further discuss that city's collection system moving to the sewer district. LAFCo was not previously aware of these discussions, but due to the workshop that Sashi helped organize, they realized that we should be in the room to be part of the discussion moving forward. LAFCo staff has since had the chance to sit down and talk with staff from both groups to help them as they move forward.

Sashi has also worked hard to create a reputation for LAFCo as a collaborative group. Due to this work LAFCo staff have been invited into the early stages of discussions around possible consolidation and mergers that are currently being discussed by our local cities and special districts. This has been helpful both for the agencies and for Marin LAFCo and has provided insight into possible future events so that we can provide direction to the agencies regarding what we will need to see before the consideration of approvals. For example, one of our independent fire districts and a city have been operating under a shared service agreement for fire chief and administrative services. Now both are looking to have the city formally transfer all fire services to the district. With Sashi's encouragement, the parties have included LAFCo in its review of what would be required so that we can help them to have all needed information to make a well-informed decision, should they decide to move forward.

Chair McEntee has spent time with staff creating a special county-wide study of all fire services. Many fire agencies have started sharing some services but how it is done is different from fire department to fire department. In several cases, this has occurred because of a known retirement in advance to work with another department to share those services. The goal is to review how all our fire agencies are currently functioning, how they are structured to provide services, and what wildfire services they currently operate. The expected outcome is to help agencies know how other agencies are formed and to help them have discussions about doing more with shared services. This can also help the agencies to better understand how they can provide shared services, and therefore be better able to respond when an opportunity for shared services occurs. Developing this report will provide advanced knowledge making it easier for agencies to know when shared services opportunities can occur. Additionally, this report will look at how agencies can better work together around the growing problem of wildland fires and how to better identify and protect Marin County's precious, natural resources.

Finally, as mentioned in the summary, during part of this time Chair McEntee was Mayor of the City of Mill Valley. During this period of community turmoil due to social unrest and the COVID pandemic, Sashi led her City through many City Council meetings, outreach gatherings, and community protest events. Through her leadership, Mill Valley did not experience the severe upheaval or major financial disruption of many other US cities.

For all these reasons the Marin Local Agency Formation Commission unanimously nominated Sashi McEntee to be the Outstanding Commissioner.



Marin Local Agency Formation Commission

Regional Service Planning | Subdivision of the State of California

AGENDA REPORT

December 9, 2021

Executive Officer Report – Section D

TO: Local Agency Formation Commission

FROM: Olivia Gingold, Clerk/Junior Analyst

SUBJECT: **Commission Correspondence**

Attached you will find a letter from Davis Farr regarding our FYE 20 Audit and an email from Commissioner Murray regarding a meeting with representatives from Sonoma County LAFCo, Sonoma County Special Districts, and CSDA Bay Area.

No other correspondence has been received.

Attachment:

- 1) Davis Farr Letter dated November 15, 2021
- 2) Communication from Commissioner Murray dated December 2, 2021

Administrative Office

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Tod Moody, Alternate
Sanitary District #5

Larry Loder, Regular
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Richard Savel, Alternate
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November 15, 2021

**The Commission
Marin Local Agency Formation Commission
San Rafael, California**

We are in the process of performing the audit of the Marin Local Agency Formation Commission (Marin LAFCo) for the year ending June 30, 2021. Professional Auditing standards recommend that, as a part of our audit, we inquire with those whose duties include oversight of the financial reporting process (review and acceptance of audit reports, etc.) to ascertain whether or not anyone on the Commission has knowledge of matters that might have a bearing on the auditor's risk assessment for the Marin LAFCo's annual audit.

Example of these matters are:

- Known or suspected instances of employee fraud
- Areas in which the internal controls of the Marin LAFCo are thought by the Marin LAFCo Commission to be weak
- Known or suspected misstatements in the accounting records of Marin LAFCo
- Known or suspected use of improper accounting practices by Marin LAFCo
- Any awareness of pressure upon the Marin LAFCo or Marin LAFCo management with respect to achieving certain financial results
- Matters that warrant particular attention during the audit
- Information about unusual transactions or other matters relevant to the audit

Generally, the scope of the audit is limited to matters involving amounts that would be significant to the financial statements of the Marin LAFCo taken as a whole. If additional time is required to respond to the concerns of the Marin LAFCo Commission, we will estimate for Marin LAFCo the costs involved.

Please respond within 45 days from the date of this letter if the Marin LAFCo Commission has any matters to report that meet the above criteria.

Statement on Auditing Standards No. 114 requires the auditors to communicate the planned scope and timing of the audit. Additionally, at the conclusion of the audit, we plan to communicate the auditor's responsibilities under generally accepted auditing standards and significant findings from the audit.

Timing of Audit

We began the audit examination of Marin LAFCo in November 2021. We plan to have the audit complete and finalize the Financial Statements by December 31, 2021.

Planned Scope of Audit

In addition to our standard audit approach, we have identified significant audit risk areas for Marin LAFCo and plan to modify our audit approach as follows:

- Risk of errors associated with recording pension and OPEB liabilities: we will review the new actuarial valuations supporting the net pension liability, the net OPEB liability and related accounts.
- Each year, we are required to include an element of unpredictability in our audit. This year we are planning to obtain a detail list of checks disbursed and compare the details to the information on the bank statements to ensure the Marin LAFCo's accounting system is complete and accurate.

If any member of the Commission has information relevant to our audit (matters involving amounts that would be significant to the financial statements of Marin LAFCo taken as a whole), please contact the undersigned at 760.298.5872 or sayala@davisfarr.com.

Sincerely,



Shannon Ayala
Partner

From: [Craig Murray](#)
To: [Jason Fried](#)
Subject: Report to LAFCo
Date: Thursday, December 2, 2021 12:53:53 PM

Hi Jason

Commissioner Report for next week's Marin County LAFCo meeting:

On September 29, I represented Marin County and our new Special Districts Association formation effort with group of attending Sonoma County Special Districts, Sonoma County LAFCo Executive Director Mark Bramfitt and CSDA Bay Area Representative Colleen Haley. Agenda goals were to have an initial meeting with Sonoma County Special District representatives to offer assistance and answer questions of Chapter formation and benefits. Marin County hosting Sonoma County as part of a combined Marin-Sonoma Chapter was offered as well. Sonoma County LAFCo ED expressed need for two regular members including Tier 1 and Tier 2 that were unfilled and providing difficulty at LAFCo level without Special District Representation. From this first initial formation meeting, Sonoma County had the following Volunteers step up to seek Sonoma Special Districts Chapter formation include Valerie Minton, from the Sonoma RCD, Jennifer Bechtold from the Rancho Adobe Fire Protection District and Jennifer Crayne from the Marin Sonoma Mosquito and Vector Control District.

Colleen Halley of CSDA indicated that since this initial formation meeting the Sonoma County Special Districts Formation Committee has met once to review sample documents and discuss the formation process. The formation committee members did discuss joining the Marin Chapter, but they felt that they could concentrate on more local issues (County and LAFCo specifically) by forming a Sonoma County Chapter. Once the Formation Committee has finished reviewing the formation documents and is ready to present them to the group as a whole, all of the districts will be brought back together again and also get to review the formation documents. This meeting won't be until sometime in the new year.

Craig K. Murray

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