



# Marin Local Agency Formation Commission

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

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### NOTICE OF REGULAR MEETING AND AGENDA

#### Marin Local Agency Formation Commission

**Thursday, October 8, 2020 ▪ 7:00 PM**

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

Pursuant to the provisions of California Governor's Executive Order N-29-20, issued on March 17, 2020, 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](mailto: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 EXECUTIVE OFFICER**

##### **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 August 13, 2020, Regular Meeting
2. Commission Ratification of Payments from August 1, 2020, to September 30, 2020

### PUBLIC HEARING

3. Approval of Final Draft – Upper Ross Valley Municipal Service Review
  - a) Approve Work Plan from Report
  - b) Adopt Resolution 20-23, Approving Final Draft of the Upper Ross Valley Municipal Service Review
  - c) Adopt Resolution 20-24, Reaffirming Town of San Anselmo Sphere of Influence
  - d) Adopt Resolution 20-25, Reaffirming Town of Fairfax Sphere of Influence
  - e) Adopt Resolution 20-26, Reaffirming Town of Ross Sphere of Influence
  - f) Adopt Resolution 20-27, Reaffirming Kentfield Fire Protection District Sphere of Influence
  - g) Adopt Resolution 20-28, Reaffirming Sleepy Hollow Fire Protection District Sphere of Influence
  - h) Adopt Resolution 20-29, Reaffirming Country Service Area 27 Sphere of Influence
4. Approval of Final Draft – San Rafael Region Supplemental Municipal Service Review for Marin County Flood Control and Water Conservation District Zones 6 & 7
  - a) Adopt Resolution 20-30, Approving Final Draft of the San Rafael Region Supplemental Municipal Service Review for Marin County Flood Control and Water Conservation District Zones 6 & 7

### 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.

5. Approval of Payroll Service System Agreement for LAFCo employees

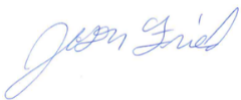
### EXECUTIVE OFFICER REPORT (discussion and possible action)

- a) Budget Update FY 2020-2021
- b) Current and Pending Proposals
- c) Update on MSR(s) [Verbal Report Only]
- d) Discussion of LAFCo Annual Workshop [Verbal Report Only]

### COMMISSIONER ANNOUNCEMENTS AND REQUESTS

### ADJOURNMENT TO NEXT MEETING

Thursday, December 10, 2020 | 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**

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

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

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# Marin Local Agency Formation Commission

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

### AGENDA REPORT

October 8, 2020

Item No. 1 (Consent Item)

**TO:** Local Agency Formation Commission

**FROM:** Olivia Gingold, Clerk/Junior Analyst

**SUBJECT:** Approval of Minutes for August 13, 2020 Regular Meeting

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### Background

The Ralph M. Brown Act was enacted by the State Legislature in 1953 and establishes standards and processes therein for the public to attend and participate in meetings of local government bodies as well as those local legislative bodies created by State law; the latter category applying to LAFCos.

### Discussion

The action minutes for the August 13 regular meeting accurately reflect the Commission's actions as recorded by staff. A video recording of the meetings are also available online for viewing at <http://marinlafco.org/AgendaCenter>.

### Staff Recommendation for Action

1. Staff recommendation – Approve the draft minutes prepared for the August 13, 2020 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 August 13, 2020

**Administrative Office**  
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San Rafael, California 94903  
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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

Craig K. Murray, Vice Chair  
Las Gallinas Valley Sanitary

Lew Kiious, Regular  
Almonte Sanitary District

Tod Moody, Alternate  
Sanitary District #5

Larry Loder, Regular  
Public Member

Chris Skelton, Alternate  
Public Member





# Marin Local Agency Formation Commission

Regional Service Planning | Subdivision of the State of California

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**DRAFT**

## NOTICE OF REGULAR MEETING MINUTES

### Marin Local Agency Formation Commission

**Thursday, August 13, 2020**

#### **CALL TO ORDER**

Chair McEntee called the meeting to order at 7:00 P.M.

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

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

Commissioners Present: Sashi McEntee, Chair  
Craig K. Murray, Vice-Chair  
Lew Kious  
Barbara Coler  
Damon Connolly  
Larry Loder  
Judy Arnold

Alternate Commissioners Present: Tod Moody  
Chris Skelton  
James Campbell

Marin LAFCo Staff Present: Jason Fried, Executive Officer  
Jeren Seibel, Policy Analyst

Marin LAFCo Counsel Present: Mala Subramanian

Alternate Member Absent: Dennis Rodoni

#### **AGENDA REVIEW**

Executive Officer Fried suggested that item 5 be moved to the front of the public hearing items as there was a public member in attendance to speak on that item.

Approved: M/S by Commissioners Arnold and Kious to accept the amended agenda.

Ayes: Commissioners McEntee, Murray, Connolly, Arnold, Kiours, Coler, and Loder

Nays: None

Abstain: None

Motion approved unanimously.

## PUBLIC OPEN TIME

Chair McEntee opened the public comment period. Hearing no request for comment, Chair closed the public open time.

## CONSENT CALENDAR ITEMS

1. Approval of Minutes for June 11, 2020, Regular Meeting
2. Commission Ratification of Payments from June 1, 2020, to July 31, 2020

Approved: M/S by Commissioners Arnold and Loder to accept the consent calendar.

Ayes: Commissioners McEntee, Murray, Connolly, Arnold, Coler, Kious, and Loder

Nays: None

Abstain: None

Motion approved unanimously.

## PUBLIC HEARING ITEMS

3. Presentation of the Ross Valley Region Municipal Service Review Public Draft [Information Only]

EO Fried gave opening comments on the Public Draft of the MSR for the Ross Valley Area. He noted it took slightly longer to conduct this because COVID came in the middle and slowed the process down.

Policy Analyst Seibel presented the Public Draft to the Commission. Policy Analyst Seibel highlighted that the study would be used to guide subsequent SOI updates, inform future boundary changes, and initiate government reorganization. Policy Analyst Seibel did not believe that any SOI updates would come out of this MSR. Determinations that would require additional efforts included a working group to explore a new fire district with RVFD, CMFD, and KFPD, and potential annexation of the unincorporated island outside of San Anselmo along San Francisco Boulevard. Irregularities when looking at the jurisdictional boundary between the towns of San Anselmo and Ross also need to be addressed and adjusted, the Town of Fairfax needs to address the format for posting public documents because they're presently not ADA compliant, and CSA 27 needs to address outdated public documentation on its website.

Policy Analyst Seibel noted that Public Comment would close on Sept. 14<sup>th</sup>, and that some comments from Oak Manor constituents had already been received. Any comments or edits would be tracked.

Commissioner Coler made several comments on the Ross Valley MSR, including issues with the name, the consolidation of Fire districts, and the Oak Manor annexation.

Vice-Chair Murray requested that, moving forward, a bit more context on any unincorporated islands be provided. He went on to request a look at the relationship between the police authorities of colleges/junior colleges and the police departments that are in their jurisdiction in future MSRs. He also requested mention of SHFPD's involvement, if any, in the renovation of the Sleepy Hollow Community Center.

Chair McEntee opened the public hearing. Hearing no public comments, Chair closed the public hearing.

4. Presentation of the San Rafael Region Supplemental Municipal Service Review for Marin County Flood Control and Water Conservation District Zones 6 & 7 Public Draft [Information Only]

EO Fried introduced the MSR, noting that Flood Zones 6 and 7 were included as supplementals to the already completed San Rafael Area MSR.

He also reminded the commission that LAFCo doesn't have jurisdiction over boundary changes to flood control zones, LAFCo simply looks at whether or not the districts are working efficiently and whether or not the zones are financially stable.

EO Fried mentioned that when Flood Zone 6 was created, it was in unincorporated Marin County. The City of San Rafael later incorporated that area into the city's limits. Most of the work is now done by San Rafael. LAFCo is suggesting taking the County out of the process entirely which would create administrative efficiencies.

EO Fried then mentioned an issue with Flood Zone 7. Although currently financially stable, the zone's funding is not increasing at the same level that the cost of services is increasing. The district will run into financial problems in the future when major projects are needed. LAFCo has recommended creating a more permanent long-term funding source to help meet the needs of the zone. It's good to note that the Flood Control Zone is in the process of discussing this issue and is close to putting a ballot measure on a ballot in the near future.

EO Fried mentioned that some comments had already been received and that Public Comment Period closes Monday, Sept. 14<sup>th</sup>. All comments/responses/edits are tracked and will be included in the Final Draft. Final approval of the edits will be addressed in the October Commission Meeting.

Some commissioners left comments on the MSRs, namely Vice-Chair Murray and Commissioners Connolly and Coler.

Hearing no public comment, Chair closed the public hearing.

5. Approval of Resolution 20-23, Annexation of 200 Pachecho Ave (APN 146-230-79) to Novato Sanitary District (LAFCo File #1349) and approval of CEQA Exemption

EO Fried summarized the application, which was for a single-family home with a septic tank nearing the end of its useful life. The applicant wanted to replace it before it failed, but county regulations stated that if a property is within 400 feet of a sewer line, it must connect to that sewer line. The parcel associated with the application was unusual because it falls in the unincorporated area of Indian Valley while the sewer line is within the City of Novato, and inside of the Novato Urban Growth Boundary. This has created issues with annexation of this property into the sanitary district because the City of Novato can not issue the permits needed to connect a sewer lateral to the sewer line unless the septic tank on the property to be connected to the Novato Sanitary District line has failed or is in imminent danger of failing.

EO Fried suggested approving the application to speed up the process when the septic tank does eventually fail in order to prevent extra emergency costs and administrative delays.

Chair McEntee opened the public hearing. Applicant Ian Murdock spoke.

EO Fried read a public comment email from Craig Knowlton from the Indian Valley Association.

Hearing no further public comment, Chair McEntee closed the public hearing and brought it back to the commission for deliberation.

Commissioner Arnold requested that the item be postponed until next meeting. Commissioner Kious concurred with Commissioner Arnold. Commissioner Coler concurred but with stipulations.

A discussion ensued where commissioners asked questions and considered different options that could be pursued going forward, as well as different stakeholders that would be relevant to communicate with in order to solve the current hold-up with the application and prevent hold-ups in the future.

Due to the discussion that occurred the applicant said he wanted to withdraw the application and asked if he could get his application fee back.

Commissioner Kious noted procedurally, that a refund of money is a separate issue from this filing, and asked legal counsel if a refund was something acceptable and allowable to do in the commission meeting, or if it needed to go through EO Fried for administrative action.

LAFCo Legal Counsel noted that separately there are two prongs for a refund to be allowable. One is that based on the requirements the commission can reduce or waive a fee, but the commission must find that the payment would be detrimental to the public interest under Gov.

Code 56383(d). Legal Counsel does think the Commission would be able to move at that night's meeting with accepting the withdrawal of the application as the applicant indicated. With the finding that the fee would be detrimental to the public interest, the Commission could waive or reduce the fee.

Vice-Chair Murray reminded the Commission that the septic system would fail in the future, forcing the applicant to go through the same process again with an added threat to public health. He countered that if the applicant could wait until October to complete this application, then that would be best.

Commissioner Skelton took issue with making the finding that Legal Counsel found in the government code for refunding because of the time and resources staff had already invested into this application.

Chair McEntee then yielded to EO Fried, based on the applicant's interest in withdrawing, on how to proceed.

EO Fried said that it is the Commission's decision to refund the applicant or not.

Applicant wanted to condition his withdrawal on receiving the application fee back.

Chair McEntee expressed sympathy for the position that the applicant was in. She asked, given the applicant's request to withdraw the application, if anyone would make a motion regarding the fees.

Approved: M/S by Commissioners Coler and Arnold

Ayes: McEntee, Connolly, Arnold, Coler, Kious

Nays: Murray, Loder

Abstain: None

Motion approved by a 5-2 vote.

## **BUSINESS ITEMS**

6. Approval of Voting Delegates to CALAFCO, Nomination of CALAFCO Board Members, and update on other CALAFCO related matters.

EO Fried explained that CALAFCO's conference had been canceled due to COVID-19, but that CALAFCO still had a few official items to address, and that Marin LAFCo needed to pick a voting delegate and an alternate. Voting for CALAFCO Board of Directors would be done by email only. He also discussed the issue surrounding how and if CALAFCO needed to do a business meeting. If the annual meeting is held, it will be held virtually, in which case a delegate will be necessary. The business meeting will be held at the same time it would have normally been held during the annual conference

Chair McEntee noted that the last couple of years, Vice-Chair Murray and Chair McEntee had attended, before that, Commissioner Skelton had attended. Chair McEntee inquired as to whether any other commissioners would be interested in attending. Hearing none, the vote was called.

Approved: M/S by Commissioners Connolly and Moody to approve Chair McEntee and Vice-Chair Murray as delegate and alternate delegate.

Ayes: Commissioners McEntee, Murray, Kious, Coler, Loder, Connolly, and Arnold

Nays: None

Abstain: None

Motion approved 7-0 .

EO Fried also noted that if any special districts or county members on the Commission wished to run for the CALAFCO Board, that night's Commission meeting would be the final night to ask for nomination.

Vice-Chair Murray noted that he was interested and believed he would work well with the staff, but that the current President of CALAFCO is a special district member in the Coastal region, as such Vice Chair Murray would not run this time. He urged Commissioners to run in the future.

Chair McEntee opened public comment. Hearing no public comment, Chair closed the public hearing.

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

a) Budget Update FY 2019-2020 and 2020-21

Staff stated FY2019-2020 came in slightly under budget and would be finalized soon. FY 2020-2021 was slightly over average for the first month but mostly due to annual big ticket items paid in the first month of the fiscal year, and because of a technology purchase.

b) Current and Pending Proposals

There are no current or pending proposals after the withdrawal of the application discussed in the current meeting. A few are outstanding.

c) Update on MSR(s) [Verbal Report Only]

2 MSR drafts in front of the Commissioners, research on the Twin Cities MSR had begun

d) Special District Election of LAFCo Members

Staff noted that in regards to the special district elections of LAFCo members, a chapter of the California Special Districts Association was now affiliated in Marin County. LAFCo is working on a process to hand over the LAFCo elections for special district seats so the Chapter instead of LAFCo would help make those elections happen.

#### **COMMISSIONER ANNOUNCEMENTS AND REQUESTS**

Chair McEntee asked for any commissioner announcements and requests. Hearing no additional requests or announcements, the Chair called for adjournment.

Chair McEntee adjourned the meeting at 9:19 P.M.

## ADJOURNMENT TO NEXT MEETING

Thursday, October 8<sup>th</sup>, 2020 | 7 PM

Attest: Olivia Gingold  
Jr. Analyst / Clerk

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# Marin Local Agency Formation Commission

Regional Service Planning | Subdivision of the State of California

## AGENDA REPORT

October 8, 2020

Item No. 2 (Consent Item)

**TO:** Local Agency Formation Commission

**FROM:** Jason Fried, Executive Officer

**SUBJECT:** Commission Ratification of Payments from August 1, 2020, to September 30, 2020

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### Background

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

This following item is presented for the Commission to consider the ratification of all payments made by the Executive Officer between August 1, 2020, and September 30, 2020, totaling \$40,578.06. The payments are detailed in the attachment.

### Staff Recommendation for Action

1. Staff Recommendation - Ratify the payments made by the Executive Officer between August 1, 2020, and September 30, 2020, 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 August 1, 2020, to September 30, 2020

#### Administrative Office

Jason Fried, Executive Officer  
1401 Los Gatos Drive, Suite 220  
San Rafael, California 94903  
T: 415-448-5877 E: staff@marinlafco.org  
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Lew Kious, Regular  
Almonte Sanitary District

Tod Moody, Alternate  
Sanitary District #5

Larry Loder, Regular  
Public Member

Chris Skelton, Alternate  
Public Member



**Marin Local Agency Formation Commission**  
**Expenses by Vendor Detail**  
**August through September 2020**

09/30/20

Accrual Basis

Type	Date	Num	Memo	Account	Clr	Split	Amount	Balance
<b>A and P Moving, Inc.</b>								
Check	08/14/2020	20438	Invoice # 4055886	65 · Rent - Storage		1111...	40.00	40.00
Check	09/10/2020	20455	Invoice # 4056104	65 · Rent - Storage		1111...	40.00	80.00
Total A and P Moving, Inc.							80.00	80.00
<b>ALHAMBRA &amp; SIERRA SPRINGS</b>								
Check	08/14/2020	20434	Invoice # 15964867 072...	50 · Office Supplie...		1111...	49.71	49.71
Check	09/10/2020	20454	Invoice # 15964867 082...	50 · Office Supplie...		1111...	61.71	111.42
Total ALHAMBRA & SIERRA SPRINGS							111.42	111.42
<b>ARNOLD, JUDY</b>								
Check	08/26/2020	20446	Aug 2020 Commission ...	05 · Commissioner ...		1111...	125.00	125.00
Total ARNOLD, JUDY							125.00	125.00
<b>BEST BEST &amp; KRIEGER LLP</b>								
Check	08/14/2020	20435	Invoice #883256 & 883...	25 · Legal Services		1111...	505.00	505.00
Total BEST BEST & KRIEGER LLP							505.00	505.00
<b>Coler, Barbara</b>								
Check	08/26/2020	20447	Aug 2020 Commission ...	05 · Commissioner ...		1111...	125.00	125.00
Total Coler, Barbara							125.00	125.00
<b>COMCAST</b>								
Check	08/26/2020	20441	Bill Date Aug 12, 2020	20 · IT & Communi...		1111...	140.01	140.01
Check	09/21/2020	20459	Bill Date Sept 12, 2020	20 · IT & Communi...		1111...	140.01	280.02
Total COMCAST							280.02	280.02
<b>CONNOLLY, DAMON</b>								
Check	08/26/2020	20445	Aug 2020 Commission ...	05 · Commissioner ...		1111...	250.00	250.00
Total CONNOLLY, DAMON							250.00	250.00
<b>FP MAILING SOLUTIONS</b>								
Check	09/21/2020	20461	Invoice # RI 104601919	50 · Office Supplie...		1111...	154.51	154.51
Total FP MAILING SOLUTIONS							154.51	154.51
<b>Indoff Incorporated</b>								
Check	09/10/2020	20458	Invoice #3399162 & 34...	50 · Office Supplie...		1111...	232.42	232.42
Total Indoff Incorporated							232.42	232.42
<b>KIOUS, LEWIS</b>								
Check	08/26/2020	20448	Aug 2020 Commission ...	05 · Commissioner ...		1111...	125.00	125.00
Total KIOUS, LEWIS							125.00	125.00
<b>LIEBERT CASSIDY WHITMORE</b>								
Check	08/26/2020	20440	Invoice #1503821 & 15...	25 · Legal Services		1111...	1,815.00	1,815.00
Check	09/21/2020	20462	Invoice #1506319	25 · Legal Services		1111...	378.00	2,193.00
Total LIEBERT CASSIDY WHITMORE							2,193.00	2,193.00
<b>LODER, LAWRENCE</b>								
Check	08/26/2020	20449	Aug 2020 Commission ...	05 · Commissioner ...		1111...	125.00	125.00
Total LODER, LAWRENCE							125.00	125.00
<b>MARIN INDEPENDENT JOURNAL</b>								
Check	08/14/2020	20439	Invoice # 0001260796	60 · Publications/N...		1111...	117.24	117.24
Total MARIN INDEPENDENT JOURNAL							117.24	117.24

## Marin Local Agency Formation Commission

## Expenses by Vendor Detail

09/30/20

Accrual Basis

August through September 2020

Type	Date	Num	Memo	Account	Clr	Split	Amount	Balance
<b>MARIN MAC TECH</b>								
Check	08/26/2020	20442	Invoice # 2527 & 2546	20 · IT & Communi...		1111...	736.91	736.91
Check	09/10/2020	20456	Invoice # 2619	20 · IT & Communi...		1111...	99.22	836.13
Check	09/21/2020	20463	Invoice # 2635	20 · IT & Communi...		1111...	632.50	1,468.63
Total MARIN MAC TECH							1,468.63	1,468.63
<b>McENTEE, SASHI</b>								
Check	08/26/2020	20443	Aug 2020 Commission ...	05 · Commissioner ...		1111...	250.00	250.00
Total McENTEE, SASHI							250.00	250.00
<b>MOODY, TOD</b>								
Check	08/26/2020	20450	Aug 2020 Commission ...	05 · Commissioner ...		1111...	125.00	125.00
Total MOODY, TOD							125.00	125.00
<b>MURRAY, CRAIG K</b>								
Check	08/26/2020	20444	Aug 2020 Commission ...	05 · Commissioner ...		1111...	125.00	125.00
Total MURRAY, CRAIG K							125.00	125.00
<b>PAYROLL</b>								
Check	08/07/2020		salaries & deductions - ...	5110110 · Sal - Re...		1110...	8,982.40	8,982.40
Check	08/07/2020		salaries & deductions - ...	5110323 · Sick Lea...		1110...	0.00	8,982.40
Check	08/07/2020		salaries & deductions - ...	5110324 · Vacation...		1110...	0.00	8,982.40
Check	08/07/2020		salaries & deductions - ...	5110313 · Holiday ...		1110...	0.00	8,982.40
Check	08/07/2020		salaries & deductions - ...	516115 · Benefits -...		1110...	51.41	9,033.81
Check	09/04/2020	9/4 PR	ESTIMATE	5110110 · Sal - Re...		1110...	3,846.40	12,880.21
Check	09/04/2020	9/4 PR	ESTIMATE	5110210 · Salaries ...		1110...	1,103.60	13,983.81
Check	09/04/2020	9/4 PR	ESTIMATE	5110323 · Sick Lea...		1110...	0.00	13,983.81
Check	09/04/2020	9/4 PR	ESTIMATE	5110328 · Personal...		1110...	0.00	13,983.81
Check	09/04/2020	9/4 PR	ESTIMATE	5110324 · Vacation...		1110...	0.00	13,983.81
Check	09/04/2020	9/4 PR	ESTIMATE	5110313 · Holiday ...		1110...	0.00	13,983.81
Check	09/04/2020	9/4 PR	ESTIMATE	512125 · Co Ret C...		1110...	326.56	14,310.37
Check	09/04/2020	9/4 PR	ESTIMATE	5130110 · Life Insu...		1110...	1.12	14,311.49
Check	09/04/2020	9/4 PR	ESTIMATE	5130120 · County ...		1110...	351.16	14,662.65
Check	09/04/2020	9/4 PR	ESTIMATE	5130210 · Dental I...		1110...	21.99	14,684.64
Check	09/04/2020	9/4 PR	ESTIMATE	5130310 · Vision S...		1110...	2.55	14,687.19
Check	09/04/2020	9/4 PR	ESTIMATE	5130410 · Long-Te...		1110...	12.97	14,700.16
Check	09/04/2020	9/4 PR	ESTIMATE	5140140 · Payroll T...		1110...	140.20	14,840.36
Check	09/04/2020	9/4 PR	ESTIMATE	516115 · Benefits -...		1110...	57.14	14,897.50
Check	09/18/2020	9/18 PR		5110110 · Sal - Re...		1110...	3,846.40	18,743.90
Check	09/18/2020	9/18 PR		5110210 · Salaries ...		1110...	1,103.60	19,847.50
Check	09/18/2020	9/18 PR		5110323 · Sick Lea...		1110...	0.00	19,847.50
Check	09/18/2020	9/18 PR		5110328 · Personal...		1110...	0.00	19,847.50
Check	09/18/2020	9/18 PR		5110324 · Vacation...		1110...	0.00	19,847.50
Check	09/18/2020	9/18 PR		5110313 · Holiday ...		1110...	0.00	19,847.50
Check	09/18/2020	9/18 PR		512125 · Co Ret C...		1110...	326.56	20,174.06
Check	09/18/2020	9/18 PR		5130110 · Life Insu...		1110...	1.12	20,175.18
Check	09/18/2020	9/18 PR		5130120 · County ...		1110...	351.16	20,526.34
Check	09/18/2020	9/18 PR		5130210 · Dental I...		1110...	21.99	20,548.33
Check	09/18/2020	9/18 PR		5130310 · Vision S...		1110...	2.55	20,550.88
Check	09/18/2020	9/18 PR		5130410 · Long-Te...		1110...	12.97	20,563.85
Check	09/18/2020	9/18 PR		5140140 · Payroll T...		1110...	140.20	20,704.05
Check	09/18/2020	9/18 PR		516115 · Benefits -...		1110...	57.14	20,761.19
Total PAYROLL							20,761.19	20,761.19
<b>PAYROLL TAXES</b>								
Check	08/07/2020		Medicare	5140140 · Payroll T...		1110...	127.78	127.78
Check	09/04/2020	9/4 PR	Medicare	5140140 · Payroll T...		1110...	127.78	255.56
Check	09/18/2020	9/18 PR	Medicare	5140140 · Payroll T...		1110...	127.78	383.34
Total PAYROLL TAXES							383.34	383.34

**Marin Local Agency Formation Commission**  
**Expenses by Vendor Detail**  
**August through September 2020**

09/30/20

Accrual Basis

Type	Date	Num	Memo	Account	Clr	Split	Amount	Balance
<b>RICCIARDI, R J</b>								
Check	08/14/2020	20436	Invoice # 11839	55 · Professional S...		1111...	2,375.00	2,375.00
Check	09/10/2020	20453	Invoice # 11869	55 · Professional S...		1111...	2,000.00	4,375.00
Total RICCIARDI, R J							4,375.00	4,375.00
<b>RICOH USA INC</b>								
Check	08/14/2020	20437	Invoice # 5060170274	50 · Office Supplie...		1111...	23.38	23.38
Total RICOH USA INC							23.38	23.38
<b>SCHIFFMANN, ALYSSA</b>								
Check	08/03/2020	20431	Invoice # 105	55 · Professional S...		1111...	2,211.00	2,211.00
Check	09/21/2020	20460	Invoice # 109	55 · Professional S...		1111...	703.50	2,914.50
Total SCHIFFMANN, ALYSSA							2,914.50	2,914.50
<b>SECURITY MORTGAGE GROUP 2</b>								
Check	08/03/2020	20432	Aug 2020 Rent	45 · Office Lease/R...		1111...	2,792.35	2,792.35
Check	09/01/2020	20452	Sept 2020 Rent	45 · Office Lease/R...		1111...	2,792.35	5,584.70
Total SECURITY MORTGAGE GROUP 2							5,584.70	5,584.70
<b>SKELTON, CHRIS</b>								
Check	08/26/2020	20451	Aug 2020 Commission ...	05 · Commissioner ...		1111...	125.00	125.00
Total SKELTON, CHRIS							125.00	125.00
<b>SPECIAL DISTRICT RISK MNGMT - ACH</b>								
Deposit	09/10/2020	024436	refund	15 · General Insura...		1111...	-181.29	-181.29
Total SPECIAL DISTRICT RISK MNGMT - ACH							-181.29	-181.29
<b>Streamline</b>								
Check	08/03/2020	20430	Invoice #106229	20 · IT & Communi...		1111...	100.00	100.00
Check	09/10/2020	20457	Invoice #106680	20 · IT & Communi...		1111...	100.00	200.00
Total Streamline							200.00	200.00
<b>TOTAL</b>							<b>40,578.06</b>	<b>40,578.06</b>



# Marin Local Agency Formation Commission

Regional Service Planning | Subdivision of the State of California

**AGENDA REPORT**  
October 8<sup>th</sup>, 2020  
Item No. 3 (Public Hearing)

**TO:** Local Agency Formation Commission

**FROM:** Jeren Seibel, Policy Analyst

**SUBJECT:** Approval of Municipal Service Review and Sphere of Influence for Upper Ross Valley Area

---

## Background

During the August 13<sup>th</sup> LAFCo meeting, staff presented to the Commission the draft Upper Ross Valley Area Municipal Service Review (MSR). The public comment period for the MSR closed on Monday, September 14<sup>th</sup>. LAFCo received official comments from 4 separate parties as well as input on suggested edits from 2 commissioners. A table of the comments and corresponding staff decisions on edits has been included in this packet. After completion of the public comment period, LAFCo staff reviewed comments and created a Final Draft (attachment 1). Staff has responded to all who submitted comments with what we were able to or unable to address in the MSR. This final draft has been shown with the impacted jurisdiction to ensure that we got all the detailed changes they requested correct. The final draft that is being presented to you today is the culmination of countless hours of hard work by Marin LAFCo staff and all the jurisdiction staffs being reviewed by the MSR. LAFCo staff would like to thank them for their time and efforts.

From this MSR staff has 2 items (attachment 2) that should be added to LAFCo's work plan moving forward. The first item is to create a working group between Marin LAFCo staff and the current agencies that comprise the Ross Valley Fire Department to explore the possibility of creating a new fire services district in the region. It is also recommended that Kentfield Fire Protection District and Central Marin Fire Department be included as possibilities within that discussion. The second item is to create a working group between Marin LAFCo staff, Town of Ross staff, Town of San Anselmo staff, and the property owners of the parcels along Crest Road that split both jurisdictions.

## Staff Recommendation for Action

1. Staff recommendation – Approve all the attached resolutions on Upper Ross Valley Area MSR, SOI approvals, and work plan with any amendments as desired by the Commission.
2. Alternate Option – Continue consideration of the item to the next regular meeting, and provide direction to staff, as needed.

### Attachment:

- 1) Final Draft of Upper Ross Valley Area MSR
- 2) Workplan from MSR
- 3) Resolution 20-23, Accepting Final Draft of the Upper Ross Valley Area Municipal Service Review
- 4) Resolution 20-24, Reaffirming Town of San Anselmo Sphere of Influence
- 5) Resolution 20-25, Reaffirming Town of Fairfax Sphere of Influence
- 6) Resolution 20-26, Reaffirming Town of Ross Sphere of Influence
- 7) Resolution 20-27, Reaffirming Kentfield Fire Protection District Sphere of Influence
- 8) Resolution 20-28, Reaffirming Sleepy Hollow Fire Protection District Sphere of Influence
- 9) Resolution 20-29, Reaffirming County Service Area 27 Sphere of Influence

---

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Dennis Rodoni, Alternate  
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Judy Arnold, Regular  
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Sashi McEntee, Chair  
City of Mill Valley

Barbara Coler, Regular  
Town of Fairfax

James Campbell, Alternate  
City of Belvedere

Craig K. Murray, Vice Chair  
Las Gallinas Valley Sanitary

Lew Kious, Regular  
Almonte Sanitary District

Tod Moody, Alternate  
Sanitary District #5

Larry Loder, Regular  
Public Member

Chris Skelton, Alternate  
Public Member



# Marin Local Agency Formation Commission

Municipal Service Review

**Upper Ross Valley Region**

FINAL DRAFT

October 2020

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## PREFACE

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This Municipal Services Review (MSR) documents and analyzes services provided by local governmental agencies in the Upper Ross Valley region. Specifically, it evaluates the adequacy and efficiency of local government structure and boundaries within the region and provides a basis for boundary planning decisions by the Marin Local Agency Formation Commission (LAFCo).

### Context

Marin LAFCo is required to prepare this MSR in accordance with the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code §56000, et seq.), which took effect on January 1, 2001. The MSR reviews services provided by public agencies—cities and special districts—whose boundaries and governance are subject to LAFCo. The analysis and recommendations included herein serve to promote and coordinate the efficient delivery of local government services and encourage the preservation of open space and agricultural lands.

### Commissioners, Staff, Municipal Services Review Preparers

#### Commissioners

Sashi McEntee, Chair	City	City of Mill Valley
Craig Murray, Vice Chair	Special District	Las Gallinas Valley Sanitary District
Damon Connolly	County	District 1 Supervisor
Judy Arnold	County	District 5 Supervisor
Barbara Coler	City	Town of Fairfax
Lew Kious	Special District	Almonte Sanitary District
Larry Loder	Public	Commission
Chris Skelton	Public Alternate	Commission
Tod Moody	Special District Alternate	Sanitary District #5
Dennis Rodoni	County Alternate	District 4 Supervisor
James Campbell	City Alternate	City of Belvedere

#### Staff

Jason Fried	Executive Director
Jeren Seibel	Policy Analyst

#### MSR Preparers

Jeren Seibel, Policy Analyst

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## 1.0 INTRODUCTION

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### 1.1 ROLE AND RESPONSIBILITY OF LAFCO

Local Agency Formation Commissions (LAFCOs) were established in 1963 and are political subdivisions of the State of California responsible for providing regional growth management oversight in all 58 counties. LAFCOs' authority is currently codified under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 ("CKH"), which specifies regulatory and planning powers delegated by the Legislature to coordinate and oversee the establishment, expansion, and organization of cities and special districts as well as their municipal service areas.

Guiding LAFCOs' regulatory and planning powers is to fulfill specific purposes and objectives that collectively construct the Legislature's regional growth management priorities under Government Code (G.C.) Section 56301. This statute reads:

*"Among the purposes of the commission are discouraging urban sprawl, preserving open space and prime agricultural lands, efficiently providing governmental services, and encouraging the orderly formation and development of local agencies based upon local conditions and circumstances. One of the objects of the commission is to make studies and to obtain and furnish information which will contribute to the logical and reasonable development of local agencies in each county and to shape the development of local agencies so as to advantageously provide for the present and future needs of each county and its communities."*

LAFCo decisions are legislative in nature and not subject to an outside appeal process. LAFCOs also have broad powers with respect to conditioning regulatory and planning approvals so long as not establishing terms that directly control land uses, densities, or subdivision requirements.

#### Regulatory Responsibilities

LAFCOs' principal regulatory responsibility involves approving or disapproving all jurisdictional changes involving the establishment, expansion, and reorganization of cities and most special districts.<sup>1</sup> More recently LAFCOs have been tasked with also overseeing the approval process for cities and districts to provide new or extended services beyond their jurisdictional boundaries by contract or agreement as well as district actions to either activate a new service or divest an existing service. LAFCOs generally exercise their regulatory authority in response to applications submitted by the affected agencies, landowners, or registered voters.

Recent CKH amendments, however, now authorize and encourage LAFCOs to initiate on their own jurisdictional changes to form, consolidate, and dissolve special districts consistent with current and future community needs. LAFCo regulatory powers are described in Table 1.1 below.

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<sup>1</sup> CKH defines "special district" to mean any agency of the State formed pursuant to general law or special act for the local performance of governmental or proprietary functions within limited boundaries. All special districts in California are subject to LAFCo with the following exceptions: school districts; community college districts; assessment districts; improvement districts; community facilities districts; and air pollution control districts.

**Table 1-1: LAFCo's Regulatory Powers**

Regulatory Powers Granted by Government Code (G.C.) Section 56301	
• City Incorporations / Disincorporations	• City and District Annexations
• District Formations / Dissolutions	• City and District Detachments
• City and District Consolidations	• Merge/Establish Subsidiary Districts
• City and District Outside Service Extensions	• District Service Activations / Divestitures

## Planning Responsibilities

LAFCos inform their regulatory actions through two central planning responsibilities: (a) making sphere of influence (“sphere”) determinations and (b) preparing municipal service reviews. Sphere determinations have been a core planning function of LAFCos since 1971 and effectively serve as the Legislature’s version of “urban growth boundaries” with regard to cumulatively delineating the appropriate interface between urban and non-urban uses within each county. Municipal service reviews, in contrast, are a relatively new planning responsibility enacted as part of CKH and are intended to inform – among other activities – sphere determinations. The Legislature mandates, notably, all sphere changes as of 2001 be accompanied by preceding municipal service reviews to help ensure LAFCos are effectively aligning governmental services with current and anticipated community needs.

### 1.2 MUNICIPAL SERVICE REVIEWS

Municipal service reviews were a centerpiece to CKH’s enactment in 2001 and are comprehensive studies of the availability, range, and performance of governmental services provided within a defined geographic area. LAFCos generally prepare municipal service reviews to explicitly inform subsequent sphere of influence (SOI) determinations. A sphere of influence is a planning boundary outside of an agency’s legal boundary (such as the city limit line) that designates the agency’s probable future possible future boundary and service area. Factors considered in a sphere of influence review focus on the current and future land use, the current and future need and capacity for service, and any relevant communities of interest. Any amending or reaffirming of an SOI within the region encompassed by a municipal service review will take place after the final adoption of that municipal service review. LAFCos also prepare municipal service reviews irrespective of making any specific sphere determinations in order to obtain and furnish information to contribute to the overall orderly development of local communities. Municipal service reviews vary in scope and can focus on a particular agency or governmental service. LAFCos may use the information generated from municipal service reviews to initiate other actions under their authority, such as forming, consolidating, or dissolving one or more local agencies.

All municipal service reviews – regardless of their intended purpose – culminate with LAFCos preparing written statements addressing seven specific service factors listed under G.C. Section 56430. This includes, most notably, infrastructure needs or deficiencies, growth and population trends, and financial standing. The seven mandated service factors are summarized in the following table.

**Table 1-2: Mandatory Determinations**

<b>Mandatory Determinations / Municipal Service Reviews (Government Code Section 56430)</b>
1. Growth and population projections for the affected area.
2. Location and characteristics of any disadvantaged unincorporated communities within or contiguous to affected spheres of influence.
3. Present and planned capacity of public facilities, adequacy of public services, and infrastructure needs or deficiencies.
4. Financial ability of agencies to provide services.
5. Status and opportunities for shared facilities.
6. Accountability for community service needs, including structure and operational efficiencies.
7. Matters relating to effective or efficient service delivery as required by LAFCo policy.

### **1.3 MARIN LAFCO COMPOSITION**

Marin LAFCo is governed by a 7-member board comprised of two county supervisors, two city councilmembers, two independent special district members, and one representative of the general public. Each group also gets to appoint one “alternate” member. Each member must exercise their independent judgment, separate from their appointing group, on behalf of the interests of all residents, landowners, and the public. Marin LAFCo is independent of local government and employs its own staff. Marin LAFCo’s current commission membership is provided below in Table 1-3.

**Table 1-3: Marin LAFCo Commission Membership**

<b>Name</b>	<b>Position</b>	<b>Agency Affiliation</b>
Sashi McEntee, Chair	City	<i>City of Mill Valley</i>
Craig Murray, Vice Chair	Special District	<i>Las Gallinas Valley Sanitary District</i>
Damon Connolly	County	<i>District 1 Supervisor</i>
Judy Arnold	County	<i>District 5 Supervisor</i>
Barbara Coler	City	<i>Town of Fairfax</i>
Lew Kious	Special District	<i>Almonte Sanitary District</i>
Larry Loder	Public	<i>Commission</i>
Chris Skelton	Public Alternate	<i>Commission</i>
Tod Moody	Special District Alternate	<i>Sanitary District #5</i>
James Campbell	City Alternate	<i>City of Belvedere</i>
Dennis Rodoni	County Alternate	<i>District 4 Supervisor</i>

Marin LAFCo offices are located at 1401 Los Gamos Drive, Suite 220 in San Rafael. Information on Marin LAFCo’s functions and activities, including reorganization applications, are available by calling (415) 448-5877 by e-mail to [staff@marinlafco.org](mailto:staff@marinlafco.org) or by visiting [www.marinlafco.org](http://www.marinlafco.org).

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## 2.0 EXECUTIVE SUMMARY

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This study represents Marin LAFCo’s scheduled regional municipal service review of local agencies in the Upper Ross Valley region of central Marin County. The underlying aim of the study is to produce an independent assessment of municipal services in the region over the next five to ten years relative to the Commission’s regional growth management duties and responsibilities. The information generated as part of the study will be directly used by the Commission in (a) guiding subsequent sphere of influence updates, (b) informing future boundary changes, and – if merited – (c) initiating government reorganizations, such as special district formations, consolidations, and/or dissolutions. Marin LAFCo would like to acknowledge the difficult circumstances that were presented during the course of this study due to the COVID-19 pandemic. The impacts of the pandemic upon each of the agencies, both financially and in the ability to administer services, is something that will take time to fully present itself. In the ever-changing environment in which this study was conducted, Marin LAFCo would like to commend the staff members of each of the agencies encompassed for their willing participation and their continued resilience in striving to provide a high level of service to the public.

### 2.1 AFFECTED PUBLIC AGENCIES

This report focuses on eight agencies operating in the Upper Ross Valley Region as listed below and shown in Table 2.1.

**Table 2-1: Marin LAFCo Commission Membership**

Upper Ross Valley Agency Names
Town of San Anselmo
Town of Fairfax
Town of Ross
Ross Valley Fire Department
Sleepy Hollow Fire Protection District
Kentfield Fire Protection District
Flood Control Zone 9
County Service Area (CSA) 27

Together, these agencies provide a range of municipal services to the communities in which they serve, including (but not limited to):

#### **Water**

Water services include access to, treatment of, and distribution of water for municipal purposes. An in-depth review of countywide water services was prepared by Marin LAFCo in 2016.

#### **Wastewater**

Wastewater services include the collection, transmission, and treatment of wastewater. An in-depth review of wastewater services in the central Marin County was prepared by Marin

LAFCo in 2017. The agencies included in this study were Central Marin Sanitation Agency, County Sanitary District No. 1 (now known as Ross Valley Sanitary District), County Sanitary District No. 2, Las Gallinas Valley Sanitary District, Murray Park Sewer Maintenance District, San Rafael Sanitation District, and San Quentin Village Sewer Maintenance District.

### **Fire Protection and Emergency Services**

Fire protection and emergency services consist of firefighting and fire prevention, emergency medical response, hospital service, ambulance, and rescue services. These services are somewhat interrelated in nature and overlap in functional application.

### **Parks and Recreation Services**

Parks and recreation services include the provision and maintenance of parks and recreation services.

### **Open Space Management**

Open Space land is commonly set aside for recreation and stormwater management purposes, as well as for natural resource protection, preservation of cultural and historic resources, preservation of scenic vistas, and many other reasons.

### **Channel Maintenance**

Channel maintenance includes periodic dredging of creek channels.

### **Roadway Services**

Roadway services include construction, maintenance, planning of roads, and roadway lighting.

## **2.2 PLANS, POLICIES, STUDIES**

Key references and information sources for this study were gathered for each district considered. The references utilized in this study include published reports; review of agency files and databases (agendas, minutes, budgets, contracts, audits, etc.); Master Plans; Capital Improvement Plans; engineering reports; EIRs; finance studies; general plans; and state and regional agency information (permits, reviews, communications, regulatory requirements, etc.). Additionally, the LAFCo Executive Officer and Policy Analyst contacted each agency with requests for information.

The study area for this MSR includes communities within the City/Town as well as unincorporated areas adjacent to the city. In the areas entirely outside of the City, Marin County has the primary authority over local land-use and development policies (and growth). The Town of Fairfax, Town of San Anselmo, and Town of Ross have authority over land use and development policies within the City/Town. City, County, and Community plans were vital for the collection of baseline and background data for each agency. The following is a list of documents used in the preparation of this MSR:

- City and County General Plans
- Specific Plans
- Community Plans
- Agency databases and online archives (agendas, meeting minutes, website information)



## 2.3 AGENCY AND PUBLIC PARTICIPATION

Within the approved scope of work, this study has been prepared with an emphasis in soliciting outside public review and comment as well as multiple opportunities for input from the affected agencies. This included an agency startup meeting with Marin LAFCo, information requests sent to individual agencies, draft agency profiles also sent to agencies, and review of the draft report prior to Commission action.

This MSR is posted on the Commission’s website ([www.marinlafco.org](http://www.marinlafco.org)). It may also be reviewed at the LAFCo office located at 1401 Los Gamos Drive, Suite 220 in San Rafael during open hours.

**Table 2-2: Ross Valley Regional Agencies’ Meeting Information**

Upper Ross Valley Municipal Service Review – Agency Transparency					
Agency	Governing Body	Meeting Date/Time	Meeting Location	Televised/St reaming	Website
Town of Fairfax	Town Council	1 <sup>st</sup> Wednesday at 7:00 p.m.	Women’s Club 46 Park Rd., Fairfax, CA 94930	<a href="https://www.townoffairfax.org/watrch-live-2/">https://www.townoffairfax.org/watrch-live-2/</a>	<a href="https://www.townoffairfax.org/departments/town-council/">https://www.townoffairfax.org/departments/town-council/</a>
Town of San Anselmo	Town Council	2 <sup>nd</sup> and 4 <sup>th</sup> Tuesday at 7:00 p.m.	Town Council Chambers 525 San Anselmo Avenue San Anselmo, CA 94960	<a href="https://sanansemo.ca.granicus.com/">https://sanansemo.ca.granicus.com/</a>	<a href="https://www.townofsananselmo.org/88/Town-Council">https://www.townofsananselmo.org/88/Town-Council</a>
Town of Ross	Town Council	2 <sup>nd</sup> Thursday at 6:00 p.m.	Town Council Chambers 31 Sir Francis Drake Blvd. Ross, CA 94957	N/A	<a href="https://www.townofross.org/towncouncil/page/town-council-meeting-161">https://www.townofross.org/towncouncil/page/town-council-meeting-161</a>
Ross Valley Fire Department	Board of Directors	2 <sup>nd</sup> Wednesday at 6:30 p.m.	Fire Station 19 777 San Anselmo Avenue San Anselmo, CA 94960	N/A	<a href="https://www.rossvalleyfire.org/about/board/board-meetings/50191-2020">https://www.rossvalleyfire.org/about/board/board-meetings/50191-2020</a>
Kentfield Fire Protection District	Board of Directors	3 <sup>rd</sup> Wednesday at 6:30 p.m.	Kentfield Fire Station 1004 Sir Francis Drake Blvd, Kentfield, CA 94904	N/A	<a href="https://www.kentfieldfire.org/board/meeting-agendas">https://www.kentfieldfire.org/board/meeting-agendas</a>
Sleepy Hollow Fire Protection District	Board of Directors	3 <sup>rd</sup> Thursday of Feb., May, Aug., Nov. at 5:00 p.m.	Varying Locations	N/A	<a href="https://www.shfpd.org/meetings">https://www.shfpd.org/meetings</a>
Flood Control Zone 9	Advisory Board	Once per year or more as needed	Varying Locations	N/A	<a href="https://www.marinwatersheds.org/creeks-watersheds/ross-valley-flood-protection-watershed-program/zone-9-advisory-board">https://www.marinwatersheds.org/creeks-watersheds/ross-valley-flood-protection-watershed-program/zone-9-advisory-board</a>
County Service Area (CSA) 27	Marin County Board of Supervisors	2 <sup>nd</sup> and 4 <sup>th</sup> Tuesday at 9:00 a.m.	3501 Civic Center Drive, Suite 329 San Rafael, CA 94903	<a href="https://cmcm.tv/livegov">https://cmcm.tv/livegov</a>	<a href="https://www.marincounty.org/depts/bs/meeting-archive">https://www.marincounty.org/depts/bs/meeting-archive</a>

## 2.4 WRITTEN DETERMINATIONS

The Commission is directed to prepare written determinations to address the multiple governance factors enumerated under G.C. Section 56430 anytime it prepares a municipal service review. These determinations are similar to findings and serve as independent statements based on information collected, analyzed, and presented in this study's subsequent sections. The underlying intent of the determinations is to identify all pertinent issues relating to the planning, delivery, and funding of municipal services as it relates to the Commission's role and responsibilities. An explanation of these seven determination categories is provided below.

### 1. Growth and Population

This determination evaluates existing and projected population estimates for the Towns of Ross, San Anselmo, Fairfax, and the adjacent unincorporated communities within the study area.

### 2. Location and Characteristics of any Disadvantaged Unincorporated Communities Within or Contiguous to the Sphere of Influence.

This determination was added by Senate Bill (SB) 244, which became effective in January 2012. A disadvantaged community is defined as an inhabited community of 12 or more registered voters having a median household income of 80 percent or less than the statewide median household income.

### 3. Capacity and Infrastructure

Present and planned capacity of public facilities, adequacy of public services, and infrastructure needs or deficiencies, including needs or deficiencies related to sewers, municipal and industrial water, and structural fire protection in any disadvantaged, unincorporated communities within or contiguous to the sphere of influence.

### 4. Financing

This determination provides an analysis of the financial structure and health of each service provider, including the consideration of rates and service operations, as well as other factors affecting the financial health and stability of each provider. Other factors considered include those that affect the financing of needed infrastructure improvements and compliance with existing requirements relative to financial reporting and management.

### 5. Shared Facilities

Opportunities for districts to share facilities are described throughout this MSR. Practices and opportunities that may help to reduce or eliminate unnecessary costs are examined, along with cost avoidance measures that are already being utilized. Occurrences of facilities sharing are listed and assessed for more efficient delivery of services.

### 6. Government Structure and Local Accountability

This subsection addresses the adequacy and appropriateness of existing boundaries and spheres of influence and evaluates the ability of each service provider to meet its demands under its existing government structure. Also included is an evaluation of compliance by each provider with public meeting and records laws (Brown Act).

**7. Other Matters Related to Effective or Efficient Service Delivery, as Required by Commission Policy**

Marin LAFCo has specified the sustainability of local agencies as a priority matter for consideration in this MSR. Sustainability is not simply about the environment but can consider the sustainability of an organization and its ability to continue to provide services efficiently for many years to come. Sustainable local governments that take practical steps to protect the environment and our natural resources through land conservations, water recycling and reuse, preservation of open space, and opting to use renewable energy are the key players in determining the sustainability of the region.

In addition, other matters for consideration could relate to the potential future SOI determination and/or additional effort to review potential advantages or disadvantages of consolidation or reorganization.

A summary of determinations regarding each of the above categories is provided in Chapter 3 of this document and will be considered by Marin LAFCo in assessing potential future changes to an SOI or other reorganization.

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## 3.0 DETERMINATIONS

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### **1. Growth and population projections for the affected area.**

a) Anticipated growth in the study area is projected to be minimal. All three of the municipalities in the study area are essentially built out at this time. The Town of Ross has been growing at an average annual rate of less than 1% over the past decade and is projected to have less than .5% annual growth rate in the coming decade. The Town of San Anselmo experienced a small regression in population totals between 2000 and 2010 and saw only a .2% annual growth rate between 2010 and 2020. The projected annual growth rate for the Town through 2040 is less than .3%. The Town of Fairfax has had an annual growth rate of less than .6% for the past 4 decades. The projected annual growth rate through 2030 is less than .4%.

b) The expected population and growth rate in unincorporated spaces around the study area is all fairly minimal. The community of Sleepy Hollow saw an 8% population decline between 2010 and 2018 and the community of Kentfield has seen an annual growth rate of less than 1% over the course of the past decade.

### **2. The location and characteristics of any disadvantaged unincorporated communities within or contiguous to the sphere of influence.**

a) There are no identified DUCs within the study area.

### **3. Present and planned capacity of public facilities, adequacy of public services, and infrastructure needs or deficiencies including needs or deficiencies related to sewers, municipal and industrial water, and structural fire protection in any disadvantaged unincorporated communities within or contiguous to the sphere of influence.**

a) As noted above, there are no unincorporated communities within the study area that have been identified as disadvantaged.

### **4. Financial ability of agencies to provide services.**

a) The Town of San Anselmo, Town of Ross, Town of Fairfax, Kentfield Fire Protection District, Sleepy Hollow Fire Protection District, Ross Valley Fire Department, County Service Area 27, and Flood Control Zone 9 all prepare annual budgets and prepare financial statements in accordance with established governmental accounting standards. The Town Councils, KFPD, SHFPD, RVFD Boards, and the County Board of Supervisors, acting as the Board for the Marin County Flood Control and Water Conservation District, may amend their budgets by resolution during the fiscal year in

order to respond to emerging needs, changes in resources, or shifting priorities. Expenditures may not exceed appropriations at the fund level, which is the legal level of control.

b) The Town Managers, Fire Chiefs, and County Administrative Officer are authorized to transfer budgeted amounts between accounts, departments or funds under certain circumstances, however; the Town Councils, Special District Boards, Joint Powers Authority Board, and County Board of Supervisors, acting as the Board for the Marin County Flood Control and Water Conservation District, must approve any increase in the operating expenditures, appropriations for capital projects, and transfers between major funds and reportable fund groups. Audited financial statements are also prepared for each agency by independent certified public accounting firms.

c) While additional revenues are needed to provide some services and maintain infrastructure covered in this MSR, the agencies meet their financial responsibilities to provide services. All of the agencies encompassed in this study have shown themselves to be financially solvent both currently and for the foreseeable future.

#### **5. Status of, and opportunities for, shared facilities.**

a) No specific opportunities for shared facilities that would prove advantageous to both participating parties were identified in the course of this study.

#### **6. Accountability for community service needs, including governmental structure and operational efficiencies.**

a) In the time allotted prior to the sunseting of the current Memorandum of Understanding between the Ross Valley Fire Department and the County of Marin in 2023, A working group should be formed between Marin LAFCo and each of the member agencies comprising the Ross Valley Fire Department to explore the possibility of creating a new independent or dependent single fire services district for the Upper Ross Valley region. In addition, representatives from Kentfield Fire Protection District as well as the Central Marin Fire Authority should be included in this working group in an effort to also explore the creation of a single fire district for the entirety of the Ross Valley. This new district would also assume responsibility for paramedic services. From a high level, the immediately apparent advantages to this action are as follows:

- **Service Level, Operations, or Efficiency:** Increased organizational scale may allow reductions in management costs, greater efficiency in overtime control, unified training, and reduction in equipment and procedural redundancies. Additionally, a reduced reliance on mutual aid.

- **Cost Savings:** Reduced personnel costs (chief officers); elimination of redundant purchases for apparatus, reduced maintenance of reserve equipment, building space, training facilities, and other supplies. Also the opportunity for unified information management services.

- **Political Accountability:** Direct representation, election of district members (independent district only). District board may be expanded to include board members of predecessor agencies. Consolidations would require voter approval unless there is unanimous consent of consolidating boards.

Some of the obstacles that present themselves from an initial analysis look include:

- **Cost Savings:** Requires permanent transfer of property tax revenues from cities to the new district. Financial equity may be difficult to attain for all involved agencies. It may require new special tax measures in some areas. Possible aggregate increases in cost of employee benefits.

- **Political Accountability:** Complex implementation likely to require a step-by-step consolidation process. Loss of ability to weigh competing service priorities in multi-purpose agencies (i.e. cities).

While a special study on this particular endeavor is warranted, if not necessitated, preliminary dialogue between the proposed agencies and Marin LAFCo to begin vetting some of the high-level issues is encouraged as soon as possible.

b) The Town of San Anselmo has a small pocket of inhabited unincorporated space (island) that is significantly surrounded by the Town and that is contiguous with its current jurisdictional boundary. Access to the unincorporated area can be gained only by way of going directly through the Town itself. Marin LAFCo's Unincorporated Island policy encourages annexations of islands to cities, where supported by the island community, to further reduce and/or eliminate islands to provide more orderly local governmental boundaries and cost-efficiencies. However, Marin LAFCo will not independently proceed with an entire island annexation to a municipality where local residents have voiced opposition. Marin LAFCo staff, in December 2019, met with a few key community leaders of the San Anselmo unincorporated island area along San Francisco Boulevard. While they understood the relationship between their area and the Town, they had a desire for additional information on the details of how annexation would impact them directly that only Town staff would be able to provide. At this time, Marin LAFCo recommends that Town staff members, with support from Marin LAFCo staff, explore the willingness of residents within this unincorporated space to consider annexation by way of meeting with community groups within the area, as well as examining their ability to extend services to these areas if they are not already doing so unofficially.

**7. Any other matter related to effective or efficient service delivery, as required by commission policy**

a) The Town of Fairfax should internally review its current practices for posting public documents on its website. At this time there are multiple documents, in particular, the entirety of the financial documents posted, that are simply scanned images of the documents themselves. This renders the document unrecognizable to screen readers or basic search functionality within the document which is a requirement for compliance under Title II of the Americans with Disabilities Act (ADA). Town staff is aware of the issue and is exploring options to address the formatting of its online documents.

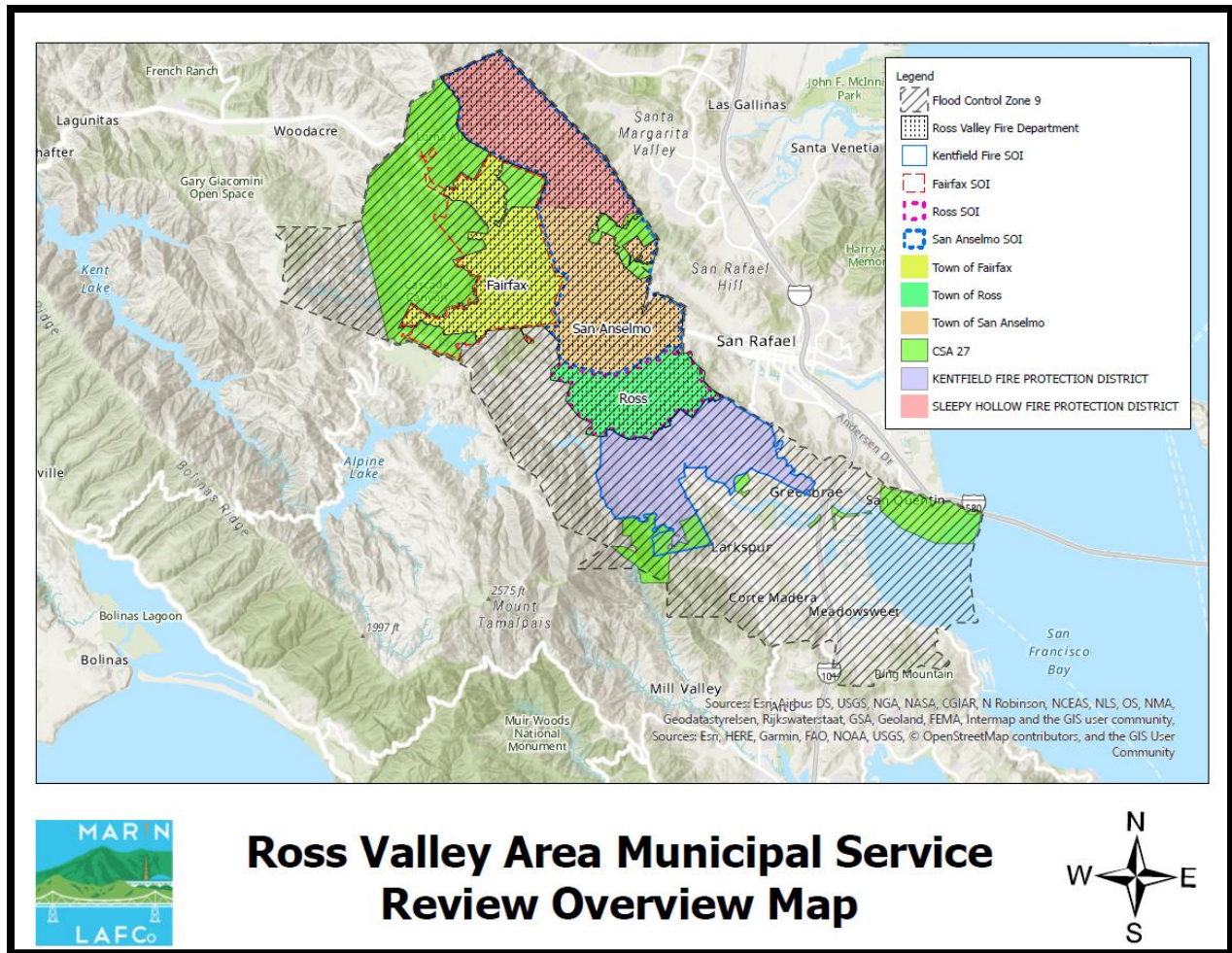
b) There are multiple parcels along the area of Crest Road on the boundary of the Town of Ross and the Town of San Anselmo that are either split by the jurisdictional boundary or, in one particular case, has a structure that sits on two separate parcels that are on either side of the boundary and the boundary splits the structure itself. A working group between the Town of Ross staff, Town of San Anselmo staff, parcel owners, and Marin LAFCo should be formed in order to address these boundary irregularities and ensure that the collection of any property or parcel tax is ending up with the correct jurisdiction.

c) CSA 27's membership in the Ross Valley Paramedic Authority led Marin LAFCo staff to discover that public documents available on the Authority's site, including budgets, audits, and meeting agendas/minutes, are outdated at this time. The most recent budget posted dates to FY 2015-16, the most recent audit from the year ended June 30, 2014, and the most recent meeting materials from May of 2017. While RVPA as a full entity is not being reviewed in this document, in light of CSA 27's membership in the Authority and with CSA 27 receiving a full review in this study, staff recommends that RVPA make efforts to update and maintain its website with current public documentation in order to allow for greater public transparency.



## 4.0 REGIONAL SETTING

Figure 4-1: Upper Ross Valley Municipal Service Review Overview Map



The Upper Ross Valley Municipal Service Review (MSR) study area consists of Marin County’s central valley serving the Fairfax, San Anselmo, Ross, Sleepy Hollow, and Kentfield communities. Sir Francis Drake Boulevard is the major tie that binds the communities together. Eight public agencies, including Flood Control Zones (FCZ), are included (See Figure 4.1). Additionally, there are a handful of agencies that serve within the region that are not reviewed in this document but are either scheduled to be reviewed in upcoming MSRs or have been recently reviewed by previous MSRs. These agencies include Marin Municipal Water District and Ross Valley Sanitary District.

Another agency in the region that is not reviewed in this document is the newly formed Marin Wildfire Prevention Authority (MWPA). In March of 2020, the voters of Marin County approved the funding mechanism to form this new Joint Powers Authority that includes 19 local



fire agencies throughout Marin County. The MWPA allows local fire agencies, municipalities, and the County of Marin to work collaboratively as a single coordinated JPA to develop and implement a comprehensive wildfire prevention and emergency preparedness initiative.

A few distinct communities lie within and adjacent to the Upper Ross Valley study area. These communities are served by a number of municipal service providers that have been established over time to meet local conditions and needs. While jurisdictional boundaries define the geographical extent of an agency's authority and responsibility to provide services, there are several instances of overlapping boundaries and service responsibilities in the study area. These service arrangements and relationships for providing fire protection, parks and recreation, open space management, and other municipal services within the study area are described in this report. In an urban area such as central Marin County, land use, transportation, and environmental problems transcend the boundaries of individual cities. Many of these issues can be solved only through a pooling of effort that cuts across jurisdictional and geographical boundaries.

Within the study area, all incorporated and unincorporated communities are within the current boundary or service area of fire protection and emergency medical service providers. The only developed areas not within the jurisdictional boundary of a sanitary sewer service provider are two parcels in the southwest edge of the Town of Ross. The Marin Municipal Water District provides water for domestic use and fire-flow to the entire Upper Ross Valley study area.

East of the study area is the City of San Rafael. To the north and west of the study area is the protected open space preserves. To the south of the study area lies the City of Larkspur and Town of Corte Madera.

## **4.1 UNINCORPORATED ISLANDS**

The State Legislature has recognized that pockets of unincorporated territory that are surrounded or substantially surrounded by incorporated cities, typically known as "islands", create governance and service delivery inefficiencies and deficiencies. Marin LAFCo's Unincorporated Island policy encourages annexations of islands to cities, where supported by the island community, to further reduce and/or eliminate islands to provide more orderly local governmental boundaries and cost-efficiencies. However, Marin LAFCo will not independently proceed with an entire island annexation to a municipality where local residents have voiced opposition.

There are two unincorporated islands in the Upper Ross Valley region: the Oak Manor Drive neighborhood in the northeast area of the Town of Fairfax, and the Sacramento Avenue/San Francisco Boulevard area in the northeast area of the Town of San Anselmo. The Oak Manor island is 179 acres in size and is made up of approximately 271, of which only a handful are not currently developed. The San Francisco Boulevard island is roughly 196 acres in size and is comprised of 92 parcels, of which all but eight are developed. In early 2020, Marin LAFCo staff met with a small group of homeowners association members from the Oak Manor neighborhood to discuss the general framework of annexation from a high level. LAFCo staff was approached by the president of the Oak Manor Home Owners Association who identified the position of the

community as being fully opposed to any proposals of annexation. Marin LAFCo staff, in December 2019, met with a few key community leaders of the San Anselmo unincorporated island area along San Francisco Boulevard. While they understood the relationship between their area and the Town, they did not think people in the area would be open to annexation at this time.

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## 5.0 TOWN OF SAN ANSELMO

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### 5.1 OVERVIEW

The Town of San Anselmo is centrally located in the heart of Ross Valley in central Marin County. Approximately 20 miles north of San Francisco, San Anselmo is bordered to the east by the City of San Rafael, to the west by the Town of Fairfax, and to the south by the Town of Ross. The oldest town in the Ross Valley area, with an estimated population<sup>2</sup> of 12,519, San Anselmo saw its greatest population increase (approximately 2,400 residents) in the 1950s. Today, with a jurisdictional boundary of 2.66 square miles, the Town is predominantly built out.

San Anselmo provides a range of municipal services, including police, parks and recreation, road maintenance and construction, street sweeping and lighting, and library. Other municipal services to the town are provided by various special districts and joint powers agreements.

**Table 5-1: Town of San Anselmo Overview**

Town of San Anselmo Overview	
<b>Town Manager:</b>	David Donery
<b>Main Office:</b>	525 San Anselmo Avenue, San Anselmo
<b>Council Chambers:</b>	525 San Anselmo Avenue, San Anselmo
<b>Formation Date:</b>	April 9, 1907
<b>Services Provided:</b>	Police, Parks & Recreation, Street Maintenance, Community Development, Library
<b>City Boundary:</b>	2.66 sq. mi. city limit; 5.54 sq. mi SOI
<b>Population Served:</b>	12,519

### 5.2 FORMATION AND DEVELOPMENT

During the late 1800s, the area of San Anselmo was primarily open, grassy, cattle grazing land. On July 25<sup>th</sup>, 1874, that all changed when the North Pacific Coast Railroad completed the Sausalito-San Rafael section of its line. At San Anselmo, the track branched east to San Rafael and also west to Fairfax and beyond to one of the largest towns in the county at the time, Tomales. The town spent years being referred to simply as Junction, but in 1883 it garnered the name San Anselmo. The first true population growth in the area came in 1892 when the San Francisco Theological Seminary was completed.

After the 1906 earthquake and fire, residents of San Francisco with summer homes in San Anselmo became permanent transplants to the town. With more and more people rooting their lives in San

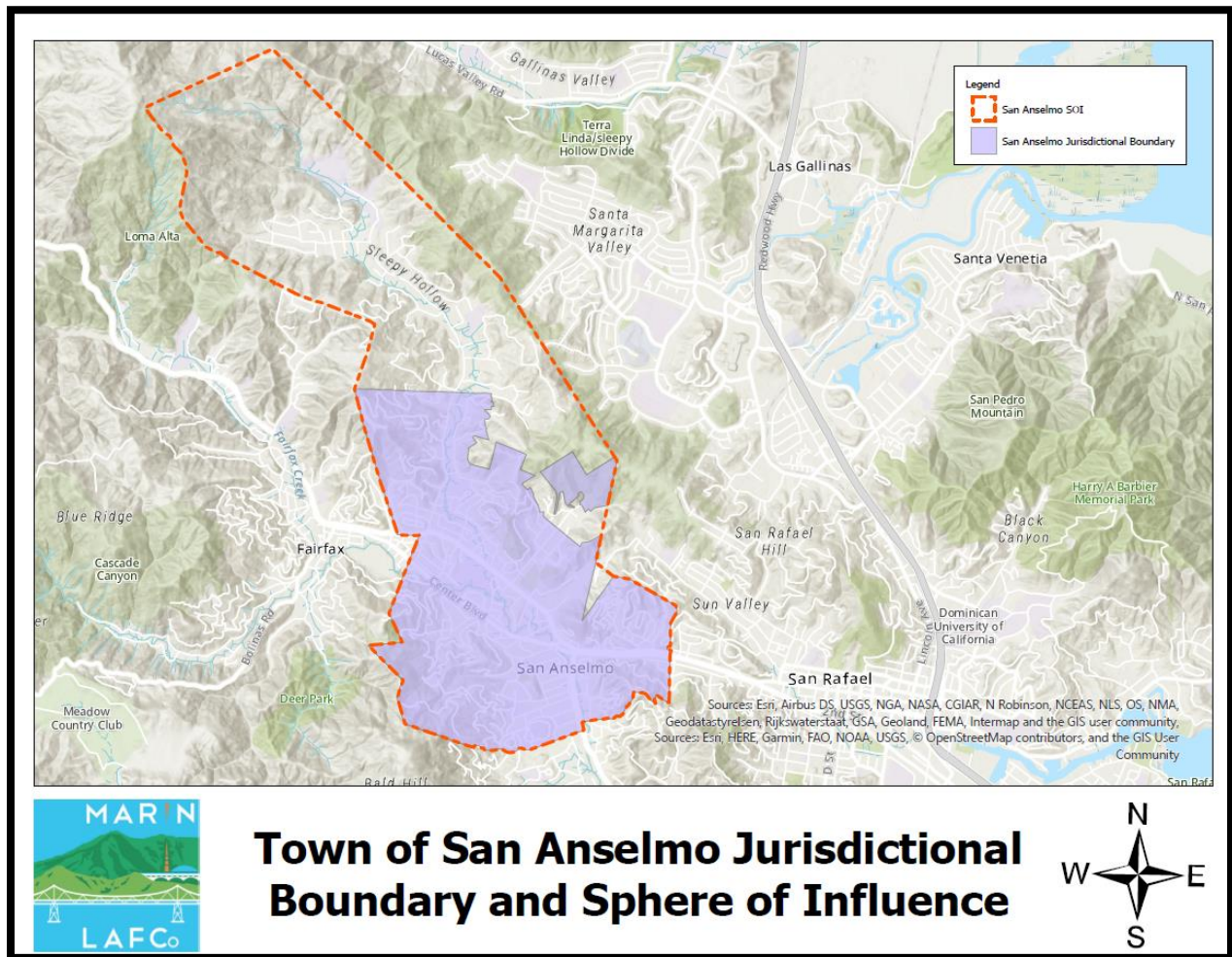
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<sup>2</sup> [Bay Area Census, Decennial Census Data](#)

Anselmo, in 1907 the vote to incorporate passed with a tally of 83-79<sup>3</sup>. Soon after, a volunteer fire department, town hall, and chamber of commerce were constructed. With the opening of the Golden Gate Bridge in 1937, San Anselmo began to see its largest population boom. The total number of residents ballooned throughout the '40s and '50s, eventually leveling off at close to 12,000 in the early '60s, where it continues to hover around today.

### 5.3 JURISDICTIONAL BOUNDARY AND SPHERE OF INFLUENCE

Figure 5-1: Town of San Anselmo Boundaries



The current Town of San Anselmo jurisdictional boundary is roughly 2.66 square miles<sup>4</sup> (1,706 acres). A majority of the western border is contiguous with that of the Town of Fairfax. The northern area of the Town is bordered by the unincorporated space of Sleepy Hollow. The City of

<sup>3</sup> [A Short History of San Anselmo](#)

<sup>4</sup> [Marin Map Viewer, Cities](#)

San Rafael flanks San Anselmo to the east and the Town of Ross extends along its boundary to the south.

Originally established in 1973 and most recently updated in 2007, San Anselmo’s Sphere of Influence (SOI) extends well beyond the jurisdictional boundary to the north, encompassing the census-designated place of Sleepy Hollow. In total, the SOI is 5.54 square miles (3,545 acres). Sleepy Hollow currently enjoys well-established service relationships with the Town. Despite sharing a large stretch of its boundary with the City of San Rafael, Sleepy Hollow is within the SOI of San Anselmo as the majority of the access points to the area flow through San Anselmo. Additionally, while Sleepy Hollow residents have some of their own recreational programs and facilities through a private community association, the Sleepy Hollow Homes Association, the Town’s recreational and library programs are also available to Sleepy Hollow residents.

## 5.4 POPULATION AND GROWTH

The Town of San Anselmo is essentially built out<sup>5</sup> at this time. The official count from the 2010 Census put the Town’s population<sup>6</sup> at 12,318. Since then, population estimates have held fairly steady, with the 2018 estimate of 12,580. With a majority of the Town’s current zoning being single-family residential and very low-density residential, the current projection is for the population number to remain fairly stagnant<sup>7</sup> into the foreseeable future. A map of the zoning for the Town can be seen below in figure 5-2.

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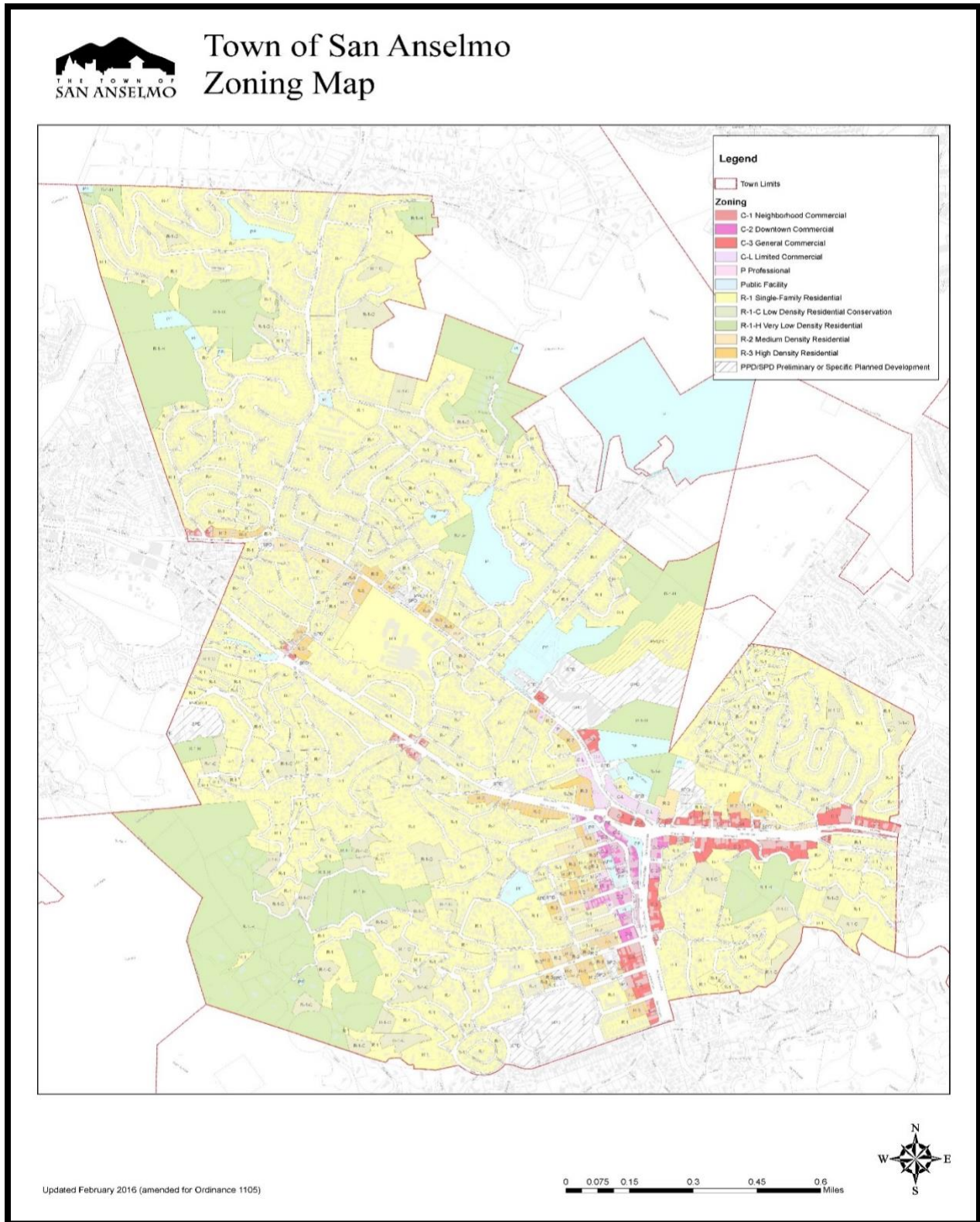
<sup>5</sup> The term “built out” is used based upon the current zoning mandates within the Town’s General Plan

<sup>6</sup> [Bay Area Census, Decennial Census Data](#)

<sup>7</sup> [Town of San Anselmo Housing Element – May 2015; Pg. 14](#)



Figure 5-2: Town of San Anselmo Zoning Map



## 5.5 ORGANIZATION STRUCTURE

### Governance

San Anselmo operates under a council-manager form of government, in which legislative and policy functions are vested in the Town Council while the Town Manager conducts the day to day town business. The Town Council is comprised of 5 members. Mayor and Vice-Mayor are chosen by a vote of the Council. All members are currently serving 3-year terms due to an ordinance adopted in March of 2017 that moved the Town’s municipal elections<sup>8</sup> from November of odd-numbered years to November of even-numbered years. The change was phased in by electing Town officers for 3-year terms during the following two election cycles and returning to the standard 4-year terms in the November 2020 election. As such, all Town Council members elected in 2017 and 2019 are operating under 3-year terms.

Town Council duties include establishing legislation and policies governing the Town; adopting all ordinances, resolutions and major contracts; approving and modifying annual budgets; making appointments to advisory boards, commissions, and committees; and appointing the Town Manager. Town Council meetings are regularly scheduled for the second and fourth Tuesday of each month at 7:00pm in the San Anselmo Town Council Chambers located at 525 San Anselmo Avenue.

**Table 5-2: Town of San Anselmo Town Council**

Member	Position	Term End
Ford Greene	Mayor	November, 2022
Brian Colbert	Vice Mayor	November, 2020
John Wright	Member	November, 2020
Alexis Fineman	Member	November, 2020
Steve Burdo	Member	November, 2022

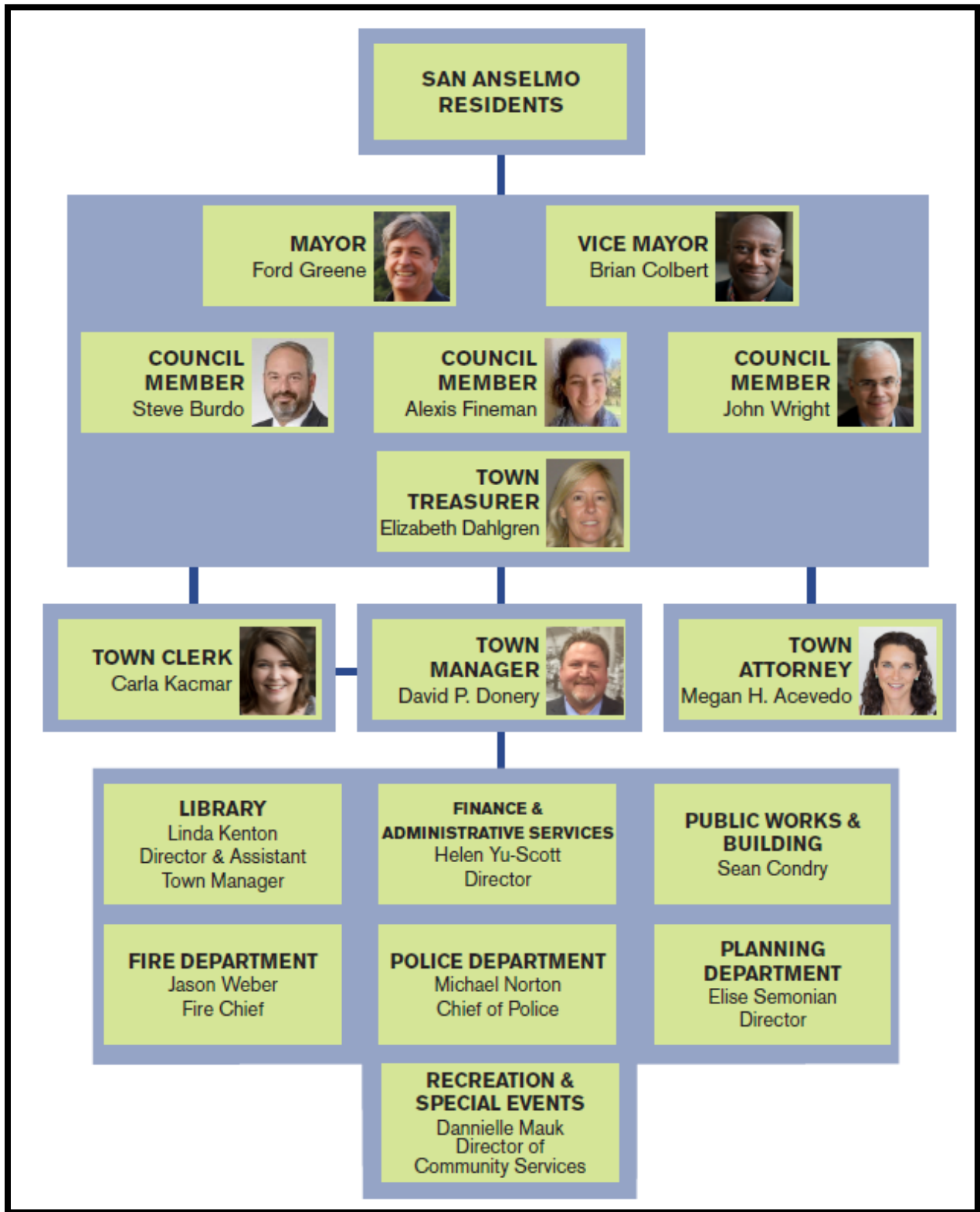
### Administration

The Town Manager is appointed by the Town Council and is responsible for Town operations management and policy implementation on behalf of the Town Council. The Town Manager is an at-will employee and administers the Town of San Anselmo’s departments. The current staffing level is 39.33 Full-Time Equivalent<sup>9</sup> (FTE) employees. The Town’s organization chart can be seen below in figure 5-3.

<sup>8</sup> [Town of San Anselmo- Town Council](#)

<sup>9</sup> [Town of San Anselmo: Budget and Work Plan 2020-2021](#)

Figure 5-3: Town of San Anselmo Organizational Chart





## 5.6 ACCOUNTABILITY AND TRANSPARENCY

When conducting service reviews and reviewing proposals, LAFCo considers an agency's accountability for community service needs, including governmental structure, operational efficiencies, financial resources, and promoting public access. The Town offers multiple ways to keep citizens informed about services, meetings, finances, and decision-making processes. Public notices are posted on the website. Past meeting agendas and meeting minutes can be found in the Public Meeting Information section of the Town's website. The public may also provide verbal comments or concerns by phone or in person at Town Hall during business hours and/or at Town Council meetings during the public comment period. At this time, all legal requirements for public agency transparency are being met or exceeded.

## 5.7 MUNICIPAL SERVICES

The Town of San Anselmo provides a range of municipal services such as parks and recreation, police, road maintenance, streets sweeping/lighting, and library services. The Town also receives services from outside agencies for the provision of certain municipal services including water treatment and distribution, wastewater collection, treatment and disposal, garbage collection, and fire protection and emergency response. A description of these services is provided below.

### Fire and Emergency Response

Fire-related services and emergency medical response for the Town of San Anselmo are provided by the Ross Valley Fire Department (RVFD), a joint powers authority encompassing the towns of San Anselmo, Fairfax, and Ross, as well as the unincorporated county area known as Sleepy Hollow. The percentages<sup>10</sup> of the Fire Department budget for the four members are San Anselmo 40.53%, Fairfax 23.30%, Ross 23.37%, and Sleepy Hollow 12.80%. For FY 2019-20, San Anselmo's projected expenditures for RVFD are \$4,310,657, 25.2% of projected General Fund expenditures for the Town, and an increase of \$222,882 (5.45%) from FY 2018-19. RVFD, and all of its correlating services to the Town of San Anselmo, receive a full review in Section 8 of this document.

### Law Enforcement

The Town of San Anselmo receives law enforcement and dispatch services by way of a joint powers authority originally known as the Twin Cities Police Authority and now named the Central Marin Police Authority (CMPA). The Authority provides services to San Anselmo, Corte Madera, and Larkspur. The agency is governed by the Police Council, which is comprised of two members from each of the City/Town Councils of San Anselmo, Corte Madera, and Larkspur.

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<sup>10</sup> [Town of San Anselmo: Budget and Work Plan 2019-2020; Pg. 57](#)

An annual budget is adopted by the CMPA Council and funded through assessments to the three members. The costs for administration, communications, and investigations are shared on an equal basis with each member paying one-third. The costs for field operations, juvenile/school resource officer, and traffic are allocated according to a funding formula based upon the number of calls for service, total crimes, citations, and accidents on a rolling three-year period. This method of cost allocation ensures that if one member has additional patrol field needs, the costs are fairly allocated to the town/city receiving the services.

The percentages of the Police Authority budget<sup>11</sup> for the three members are San Anselmo 38.43%, Larkspur 33.71%, and Corte Madera 27.86%. Projected expenditures for FY 2019-20 for police services are \$4,540,998, 26.6% of General Fund expenditures for the Town, an increase of \$167,790 (3.56%) from FY 18-19. A breakdown of the CMPA costs to the Town for the past three fiscal years can be seen in figure 5-4 below. The increase in the CMPA FY 2019-20 budget is attributed to increases in:

- Patrol overtime to offset staffing shortages.
- PERS lump sum payments to pay down the PERS unfunded liability for all current and retired employees.
- PERS employer rate payments for current employees.
- Salaries for current full-time employees and additional bargained for costs, pursuant to the Memorandum of Understanding agreed to in 2018.
- Marin County Sheriff's Office for contracting of dispatch services
- Bay Cities Joint Powers Insurance Authority for workers' compensation and liability coverage.
- Part-time employee costs
- Contract Services to offset rising technology costs.

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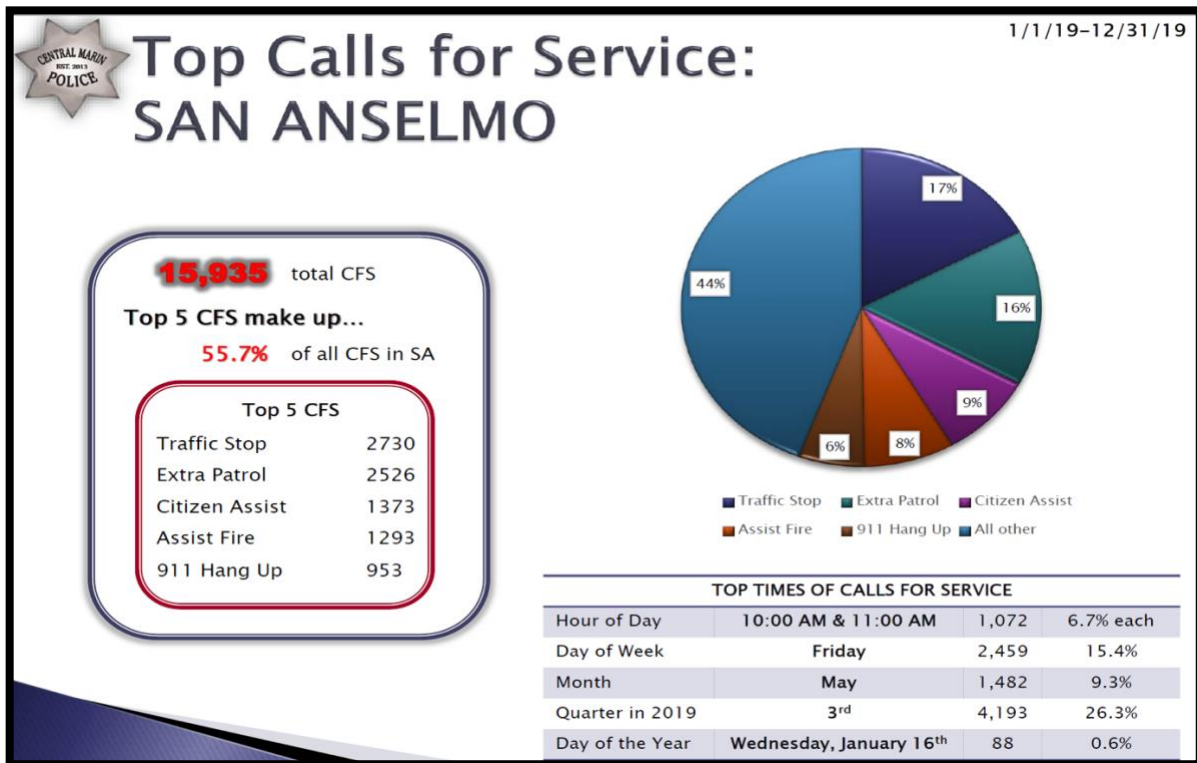
<sup>11</sup> [Town of San Anselmo: Budget and Work Plan 2019-2020; Pg. 61](#)

Figure 5-4: Town of San Anselmo Police Department General Fund Expenditures

GENERAL FUND PUBLIC SAFETY - POLICE									
		2017-2018		2018-2019		2018-2019		2019-2020	
		Actuals	% Total	Revised Budget	% Total	Estimated Actuals	% Total	Budget	% Total
Services and Supplies									
Police Services Contract		4,179,692	99.86%	4,384,691	100.00%	4,384,691	100.00%	4,540,998	100.00%
Building Maintenance		3,702	0.09%	-	0.00%	-	0.00%	-	0.00%
Supplies		2,043	0.05%	-	0.00%	-	0.00%	-	0.00%
<b>SERVICES &amp; SUPPLIES</b>		<b>4,185,437</b>	<b>100.00%</b>	<b>4,384,691</b>	<b>100.00%</b>	<b>4,384,691</b>	<b>100.00%</b>	<b>4,540,998</b>	<b>100.00%</b>
<b>TOTAL BUDGET</b>		<b>4,185,437</b>	<b>100.00%</b>	<b>4,384,691</b>	<b>100.00%</b>	<b>4,384,691</b>	<b>100.00%</b>	<b>4,540,998</b>	<b>100.00%</b>

In calendar year 2019, CMPA received 15,935 calls for service within the Town of San Anselmo. A more detailed illustration of those calls can be seen below in figure 5-4. CMPA will receive a full review by Marin LAFCo in FY 2020-2021.

Figure 5-5: Town of San Anselmo Police Department Calls for Service



## Public Works

The Public Works Department's municipal service responsibilities include maintenance of the Town's facilities, public works capital projects, routine maintenance of the Town's streets, median islands, parking lots, storm drains, and street sweeping, emergency preparedness and response to storms, and maintenance of the Town's parks. The Department is responsible for completing the work and/or overseeing contractors that are hired to complete work on the Town's infrastructure that is laid out in the Town's Capital Improvement Program (CIP). The Town's CIP is constructed on a 7-year planning cycle and is funded by way of a voter approved one-half cent sales tax as well as grant funding. The current CIP runs through 2021 and can be viewed by way of the footnoted link below.<sup>12</sup> The Department is comprised of two divisions: Streets and Parks Maintenance Division and Engineering Division.

The Streets and Parks Maintenance Division is responsible for the maintenance, repair, and upkeep of Town roads, drainage system, medians, signage, street and curb painting, as well as the maintenance of the Town's parks, open space, and the Town Hall plaza area. This division is also responsible for the development of improvements for most of the Town's parks and community gathering areas to further serve public needs and enhance existing landscapes. These efforts include reduction of fire fuel and improvement of accessibility for disabled persons in Town parks and public gathering areas. Some of the major accomplishments of the Streets and Parks Maintenance Division in FY 2018-19 are:

- Obtained a new program called Dude Solutions to track and more efficiently get routine work completed along with resident and other department requests.
- Storm and flood control preparedness and response by the Streets and Parks crew was streamlined and showed marked improvement.

In FY 2019-20, the major goals set for the Division include the following:

- Focus on internal operations and continue to improve productivity and efficiency through teamwork, cross training and accountability, and the implementation of scheduling software.
- Continue to be proactively working with residents, utilities, and contractors to abate traffic safety and other hazards in the public right of way.
- Continue training and work on storm water improvements as required by the State, while looking for ways to improve maintenance on the medians and parks, along with ADA improvements in the parks and buildings.
- Improve maintenance of medians and parks.

The Streets and Parks Maintenance division employs 6 full-time equivalent (FTE) workers. Appropriations from the Town's General Fund for the division for FY 2019-20 amount to \$1,287,629, which is a slight decrease from the actuals for FY 2018-19 of \$1,320,099. A full breakdown of the division's budget can be seen in figure 5-6 below.

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<sup>12</sup> [Town of San Anselmo Capital Improvement Program 2015-2021](#)

Figure 5-6: Town of San Anselmo Department of Public Works Street and Park Maintenance Budget

GENERAL FUND PUBLIC WORKS - STREET AND PARK MAINTENANCE									
	2017-2018		2018-2019		2018-2019		2019-2020		
	Actuals	% Total	Revised Budget	% Total	Estimated Actuals	% Total	Budget	% Total	
<b>Labor Costs</b>									
Salaries	378,711	30.50%	403,407	33.10%	403,407	30.56%	417,930	32.46%	
Temporary Help	36,542	2.94%	-	0.00%	17,285	1.31%	30,000	2.33%	
Overtime	4,221	0.34%	-	0.00%	4,717	0.36%	-	0.00%	
Retirement	33,855	2.73%	37,445	3.07%	37,445	2.84%	41,600	3.23%	
Benefits	118,052	9.51%	128,434	10.54%	128,434	9.73%	124,165	9.64%	
Payroll Taxes	32,606	2.63%	30,707	2.52%	30,707	2.33%	34,945	2.71%	
<b>LABOR COSTS</b>	<b>603,987</b>	<b>48.65%</b>	<b>599,993</b>	<b>49.22%</b>	<b>621,995</b>	<b>47.12%</b>	<b>648,640</b>	<b>50.37%</b>	
<b>Services and Supplies</b>									
Training	893	0.07%	2,500	0.21%	2,092	0.16%	2,500	0.19%	
Outside Services	304,952	24.56%	359,099	29.46%	463,804	35.13%	379,099	29.44%	
Equipment Maintenance	412	0.03%	2,400	0.20%	2,677	0.20%	2,500	0.19%	
Building Maintenance	21,946	1.77%	14,200	1.17%	13,588	1.03%	14,200	1.10%	
Vehicle Maintenance	84,870	6.84%	34,000	0.00%	26,000	1.97%	34,000	2.64%	
Utilities	138,636	11.17%	123,990	10.17%	135,590	10.27%	123,990	9.63%	
Supplies	85,790	6.91%	81,700	6.70%	53,353	4.04%	81,700	6.34%	
Equipment Rental	97	0.01%	1,000	0.08%	1,000	0.08%	1,000	0.08%	
<b>SERVICES &amp; SUPPLIES</b>	<b>637,596</b>	<b>51.35%</b>	<b>618,889</b>	<b>50.78%</b>	<b>698,104</b>	<b>52.88%</b>	<b>638,989</b>	<b>49.63%</b>	
<b>TOTAL BUDGET</b>	<b>1,241,583</b>	<b>100.00%</b>	<b>1,218,882</b>	<b>100.00%</b>	<b>1,320,099</b>	<b>100.00%</b>	<b>1,287,629</b>	<b>100.00%</b>	

The Engineering Division is responsible for administering public works projects, providing cost-effective engineering management of Town infrastructure within budget limits, delivery of accurate, reliable, and timely plan/permit review, and inspection services as required by the Building Code in accordance with the expectations of the Town Council and the Community. In FY 2019-20, the major goals for the division includes the following:

- The Complete the Bolinas Avenue Drainage Project and begin preparation for paving.
- Continue working on Flood Control including the San Anselmo Creek Restoration project along with bridge replacement designs.
- Continue improving Town roads and the trend for increasing Pavement Condition Index along with completing the design and construction of the Red Hill Median and incorporating stormwater projects into street repaving projects.

The Engineering Division employs 6.25 FTEs. One of the Assistant Public Works Directors is assigned to road projects at a half time rate; thus half the salary is reflected in the Road Maintenance fund. The other Assistant Public Works Director position is reflected full time in Road Maintenance. Additionally, the Building Supervisor is assigned primarily to Engineering and Inspection (80%) and spends a portion of his time on the Isabel Cook Complex (10%) and Robson House (10%). Appropriations from the Town’s General Fund for the Division for FY 2019-20 amount to \$1,342,015, which is a decrease from FY 2018-19 actuals of \$1,499,253. A full breakdown of the division’s budget can be seen in figure 5-7 below.



Figure 5-7: Town of San Anselmo Department of Public Works Engineering Budget

GENERAL FUND PUBLIC WORKS - ENGINEERING INSPECTION										
		2017-2018		2018-2019		2018-2019		2019-2020		
		Actuals	% Total	Revised Budget	% Total	Estimated Actuals	% Total	Budget	% Total	
<b>Labor Costs</b>										
Salaries		541,433	45.95%	736,941	50.21%	653,500	43.59%	683,150	50.90%	
Temporary Help		-	0.00%	-	0.00%	2,240	0.15%	-	0.00%	
Overtime		4,183	0.35%	-	0.00%	2,050	0.14%	-	0.00%	
Retirement		47,908	4.07%	68,214	4.65%	54,700	3.65%	61,950	4.62%	
Benefits		105,547	8.96%	140,405	9.57%	151,930	10.13%	147,200	10.97%	
Payroll Taxes		39,724	3.37%	53,546	3.65%	55,147	3.68%	51,115	3.81%	
<b>LABOR COSTS</b>		<b>738,795</b>	<b>62.70%</b>	<b>999,106</b>	<b>68.07%</b>	<b>919,567</b>	<b>61.34%</b>	<b>943,415</b>	<b>70.30%</b>	
<b>Services and Supplies</b>										
Training		13,541	1.15%	6,000	0.41%	6,000	0.40%	8,000	0.60%	
Outside Services		375,285	31.85%	396,200	26.99%	482,064	32.15%	320,000	21.34%	
Publications and Dues		558	0.05%	1,750	0.12%	1,750	0.12%	1,750	0.13%	
Equipment Maintenance		2,868	0.24%	3,500	0.24%	5,000	0.33%	5,000	0.37%	
Building Maintenance		15,881	1.35%	17,325	1.18%	39,022	2.60%	20,000	1.49%	
Vehicle Maintenance		-	0.00%	500	0.00%	-	0.00%	500	0.04%	
Utilities		18,400	1.56%	26,350	1.80%	26,350	1.76%	26,350	1.96%	
Supplies		13,018	1.10%	17,000	1.16%	19,500	1.30%	17,000	1.27%	
<b>SERVICES &amp; SUPPLIES</b>		<b>439,551</b>	<b>37.30%</b>	<b>468,625</b>	<b>31.93%</b>	<b>579,686</b>	<b>38.66%</b>	<b>398,600</b>	<b>29.70%</b>	
<b>TOTAL BUDGET</b>		<b>1,178,346</b>	<b>100.00%</b>	<b>1,467,731</b>	<b>100.00%</b>	<b>1,499,253</b>	<b>100.00%</b>	<b>1,342,015</b>	<b>100.00%</b>	

## Water

Water services to the Town of San Anselmo are provided by the Marin Municipal Water District (MMWD), an independent special district, which is a separate local agency from the Town of San Anselmo. The District’s services are reviewed separately in Marin LAFCo’s Countywide Water Service Study (2016). This study can be viewed at [marinlafco.org](http://marinlafco.org).

MMWD’s jurisdictional boundary spans 148 square miles. 61% of this area is unincorporated and the additional 39% lies in 10 cities/towns, including the entirety of San Anselmo and its surrounding unincorporated areas. MMWD is currently authorized to provide three specific services within its jurisdictional boundary: (1) domestic water; (2) non-potable water; (3) and recreation. The district’s governing board is comprised of 5 members who are elected by electoral divisions to staggered 4-year terms. The Town of San Anselmo is represented by electoral divisions 1 and 3. Jack Gibson is the elected official holding that seat for Division 1 and Larry Bragman is the elected official holding the seat for Division 3. MMWD currently meets on the first and third Tuesday of each month at 7:30 p.m. at the District’s Administrative Office at 220 Nellan Avenue in Corte Madera.

## **Wastewater**

Wastewater services to the Town of San Anselmo are provided by Ross Valley Sanitary District (RVSD). The District was established in 1899 and encompasses an approximate 19.7 square mile jurisdictional boundary within east-central Marin County. Governance is provided by an independent five-member Board of Directors whose members are elected at-large to staggered four-year terms.

RVSD is currently organized as a single-purpose agency with municipal operations limited to wastewater collection though it is empowered – subject to LAFCo approval – to provide solid waste (including collection), recycled water, and storm drainage services. RVSD maintains an approximate 202-mile collection system with its own personnel while contracting – and as a signatory – with the Central Marin Sanitation Agency (CSMA) for wastewater treatment and disposal services.

The District’s services are reviewed separately in full in Marin LAFCo’s Central Marin Wastewater Services Study (2017). This study can be viewed at [marinlafco.org](http://marinlafco.org).

## **Parks and Recreation**

The Town of San Anselmo offers its own Recreation Department that is responsible for developing and administering programs and services that help meet recreational, social, leisure, and cultural needs of the Town’s youth, families, and older adults through direct and contract programs. Town residents and the greater Upper Ross Valley community members are provided a variety of sports, leisure, arts, and recreational activities and classes for all ages and abilities throughout the year. Program highlights include sports programs, afterschool care, afterschool enrichment, and events. Summer day camps, specialty camps, and sports camps fill an important need in the Ross Valley for quality, affordable summer programming for children. The Department provides staff support to the Ross Valley Seniors program, which offers programming to senior citizens living in Upper Ross Valley. The Parkside Preschool program has been serving preschool-aged children for over 40 years.

The Recreation Department is paid for primarily out of the Recreation Fund, with the exception of general administrative functions such as payroll, finance, legal, and maintenance and the Community Services Director’s and Administrative Services Assistant’s compensation, which are provided through the General Fund. The Recreation Fund is self-supporting and recoups its expenditures through class and program fees, as well as through advertising sales and rental income. The department currently has 1.6 FTE staff members that it employs. The Recreation Department’s financials can be viewed below in figures 5-8 and 5-9.

Some of the department's notable accomplishments<sup>13</sup> from FY 2018-19 include:

- Completed the Memorial Park Master Planning process and received approval from Town Council.
- San Anselmo is now designated age-friendly and part of the Global Network of Age Friendly Cities and Towns. A Task Force has been formed and is beginning the community assessment through surveys and focus groups.
- Achieved high enrollment milestones in the youth basketball and soccer, Parkside Preschool, Robson After Care, break camps, and afterschool enrichment.
- Received a full sponsorship for Picnics on the Plaza and created a successful partnership with Cedars for Country Fair Day.
- Extended the outdoor space at Parkside by relocating the back gate. This created more space for children to play, and it also addressed a safety concern.

For FY 2019-20, the Recreation Department has designated the following priorities in its Work Plan:

- Upgrade and improve the facilities located at the Isabel Cook Community Center.
- Cultivate Age Friendly San Anselmo.
- Expand Connections to Youth and Teen Services.
- Develop and coordinate a funding plan for implementation of the Memorial Park Master Plan.
- Begin the Memorial Park Restoration Project

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<sup>13</sup> [Town of San Anselmo: Budget and Work Plan 2019-2020; Pg. 30](#)



Figure 5-8: Town of San Anselmo Recreation Fund

TOWN OF SAN ANSELMO RECREATION FUND FISCAL YEAR 2019-2020				
Description	2017-2018	2018-2019		2019-2020
	Actual	Rev Budget	Est. Actual	Budget
<b>BEGINNING BALANCE</b>	461,895	521,784	521,784	449,111
<b>REVENUE</b>				
Revenue	1,547,902	1,510,604	1,571,846	1,627,269
<b>TOTAL REVENUE</b>	1,547,902	1,510,604	1,571,846	1,627,269
<b>TOTAL RESOURCES</b>	2,009,797	2,032,388	2,093,630	2,076,380
<b>EXPENDITURES</b>				
Operating Expenditures	1,413,398	1,493,472	1,546,847	1,561,111
Capital Expenditures	36,371	50,000	50,000	50,000
Transfers Out	38,244	47,672	47,672	58,752
<b>TOTAL EXPENDITURES &amp; TRSF</b>	1,488,013	1,591,144	1,644,519	1,669,863
<b>Net Increase/(Decrease)</b>	59,889	(80,540)	(72,673)	(42,594)
<b>ENDING BALANCE</b>	521,784	441,244	449,111	406,517
<b>TOTAL BUDGET</b>	2,009,797	2,032,388	2,093,630	2,076,380

Figure 5-9: Town of San Anselmo General Fund Expenditures - Recreation

GENERAL FUND RECREATION									
		2017-2018		2018-2019		2018-2019		2019-2020	
		Actuals	% Total	Revised Budget	% Total	Estimated Actuals	% Total	Budget	% Total
<b>Labor Costs</b>									
Salaries		155,689	58.87%	174,661	65.35%	154,230	57.36%	191,460	68.05%
Retirement		13,580	5.13%	15,199	5.69%	13,810	5.14%	17,800	6.33%
Benefits		16,183	6.12%	20,165	7.54%	29,090	10.82%	34,400	12.23%
Payroll Taxes		12,055	4.56%	13,178	4.93%	11,740	4.37%	15,183	5.40%
<b>LABOR COSTS</b>		197,507	74.68%	223,203	83.51%	208,870	77.68%	258,843	92.00%
<b>Services and Supplies</b>									
Outside Services		37,661	14.24%	19,800	7.41%	41,115	15.29%	-	0.00%
Building Maintenance		18,737	7.08%	15,000	5.61%	15,700	5.84%	16,000	5.69%
Utilities		8,707	3.29%	8,282	3.10%	2,000	0.74%	5,000	1.78%
Supplies		1,872	0.71%	1,000	0.37%	1,200	0.45%	1,500	0.53%
<b>SERVICES &amp; SUPPLIES</b>		66,977	25.32%	44,082	16.49%	60,015	22.32%	22,500	8.00%
<b>TOTAL BUDGET</b>		264,484	100.00%	267,285	100.00%	268,885	100.00%	281,343	100.00%

## Library

The Town of San Anselmo provides its residents with a public library. Annually, the library accommodates approximately 90,000 patrons, circulates 154,000 items, and provides over 400 programs that are attended by participants of all ages. The library is open six days per week and provides four public internet stations.

The library receives funding from both the General Fund as well as a Library Tax Fund. The Library Tax Fund was initially approved by the voters of San Anselmo in 2010 at a rate of \$49 per parcel. In 2014, the tax was renewed for 9 years at a rate of \$54 per parcel<sup>14</sup> with an annual increase of 3% per year. A special Library Tax Oversight Committee was established with the parcel tax renewal and monitors expenditures from this fund. The San Anselmo Public Library employs 2.8 FTE workers. A breakdown of the library's financials can be seen in figures 5-10 and 5-11 below.

Some of the library's highlights from FY 2018-19 include:

- Reorganized Carnegie Reading Room to increase seating.
- Received state grant for technology upgrade in Carnegie Reading Room.
- New Programs for all ages included Marin Comics Fest, Bead Meet-up, Teen Library Council pumpkin party for younger children, and 1,000 Books before Kindergarten.

In FY 2019-20, some of the goals the library is targeting includes:

- Create programs and events designed to support and enrich the lives of older adults.
- Add media players such as Roku and ChromeCast to the library's circulating collection to facilitate patrons' ability to stream Kanopy and Hoopla content at home.
- Improve technology access within the library building by adding laptop computers and/or tablets for use in the building, a scanner, and Wi-Fi printing.

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<sup>14</sup> [Town of San Anselmo: Budget and Work Plan 2019-2020; Pg. 119](#)

Figure 5-10: Town of San Anselmo Library Tax Fund

TOWN OF SAN ANSELMO LIBRARY TAX FUND FISCAL YEAR 2019-2020				
Description	2017-2018	2018-2019		2019-2020
	Actual	Rev Budget	Est. Actual	Budget
<b>BEGINNING BALANCE</b>	93,213	49,674	49,674	25,340
<b>REVENUE</b>				
Revenue	258,623	266,770	266,770	274,773
<b>TOTAL REVENUE</b>	258,623	266,770	266,770	274,773
<b>TOTAL RESOURCES</b>	351,836	316,444	316,444	300,113
<b>EXPENDITURES</b>				
<b>TOTAL EXPENDITURES</b>	302,162	299,730	291,104	273,944
Net Increase/(Decrease)	(43,539)	(32,960)	(24,334)	829
<b>ENDING BALANCE</b>	49,674	16,714	25,340	26,169
<b>TOTAL BUDGET</b>	351,836	316,444	316,444	300,113

Figure 5-11: Town of San Anselmo Library General Fund Expenditures

GENERAL FUND LIBRARY									
	2017-2018		2018-2019		2018-2019		2019-2020		
	Actuals	% Total	Revised Budget	% Total	Estimated Actuals	% Total	Budget	% Total	
<b>Labor Costs</b>									
Salaries	300,880	48.20%	320,465	49.90%	320,465	48.67%	334,850	49.07%	
Temporary Help	33,744	19.79%	20,600	11.47%	36,350	20.18%	35,000	19.57%	
Retirement	28,111	4.50%	30,861	4.81%	30,861	4.69%	34,500	5.06%	
Benefits	65,169	10.44%	67,121	10.45%	67,121	10.19%	70,815	10.38%	
Payroll Taxes	25,825	15.15%	23,564	13.12%	23,564	13.08%	28,360	15.86%	
<b>LABOR COSTS</b>	453,729	72.69%	462,611	72.03%	478,361	72.65%	503,525	73.79%	
<b>Services and Supplies</b>									
Training	706	0.11%	1,100	0.17%	200	0.03%	1,100	0.16%	
Outside Services	23,546	3.77%	28,200	4.39%	28,200	4.28%	28,200	4.13%	
MARINet Database	66,030	10.58%	65,766	10.24%	67,133	10.20%	65,005	9.53%	
Publications and Dues	-	0.00%	500	0.08%	500	0.08%	500	0.07%	
Building Maintenance	30,960	4.96%	29,700	4.62%	29,700	4.51%	29,700	4.35%	
Equipment Maintenance	2,105	0.34%	1,400	0.22%	1,400	0.21%	1,400	0.21%	
Utilities	21,983	3.52%	13,500	2.10%	13,500	2.05%	13,500	1.98%	
Books, DVDs & Periodicals	17,907	2.87%	28,462	4.43%	28,462	4.32%	28,462	4.17%	
Supplies	7,247	1.16%	11,000	1.71%	11,000	1.67%	11,000	1.61%	
<b>SERVICES &amp; SUPPLIES</b>	170,484	27.31%	179,628	27.97%	180,095	27.35%	178,867	26.21%	
<b>TOTAL BUDGET</b>	624,213	100.00%	642,239	100.00%	658,456	100.00%	682,392	100.00%	

## 5.8 FINANCIAL OVERVIEW

The Town of San Anselmo prepares an annual report on the City's financial statements in accordance with established governmental accounting standards. The most recent audited financial statement was prepared by the independent certified accounting firm, Marcello & Company, which issued an unqualified, or "clean", opinion on the Town's financial statements for the fiscal year ending in June 30, 2019.

The town adopts an annual budget which is effective July 1<sup>st</sup> for the ensuing fiscal year. The budget reflects estimated revenues and expenditures. Appropriations and spending authorizations are approved by the Town Council. The Town Council may amend the budget by resolution during the fiscal year in order to respond to emerging needs, changes in resources, or shifting priorities. Expenditures may not exceed appropriations at the fund level, which is the legal level of control. The Town Manager is authorized to transfer budgeted amounts between accounts, departments, or funds. During the writing of this document, the Town adopted its budget for fiscal year 2020-21. While the financial data that was analyzed for this study was based on what was publicly available at the time (FY 2019-20 and prior), a link to the current budget is available in the footnoted link below.<sup>15</sup>

### Revenues and Expenditures

The FY 2019-20 expenditure budget<sup>16</sup> for the Town of San Anselmo is \$17,099,225. The expenditure budget is supported predominantly by a projected revenue of \$16,906,823, with the remaining difference coming from funds retained from previous periods for capital projects and prior year unallocated resources.

For the FY 2019-20, the Town reports that funds for general operations are projected to be \$356,259, or 2.2% higher than those of the previous year, while operating uses are projected to diminish by \$1,117,532, or 6.1% from the previous year. Under the current FY budget, expenses for the Town are expected to exceed revenues by \$192,402. This is projected to be the second consecutive year of expenses outpacing revenues, however, under the FY 2019-20 budget, funds are projected to continue to have a positive balance at fiscal year-end. Additionally, expenditures for FY 2018-19 outpaced revenues primarily due to multiple one-time General Fund transfers as well as an above-average appropriation<sup>17</sup> towards retirement funding.

The Town derives revenue from several sources. Primary revenue sources include property taxes (75.6%), other taxes (8.2%), permits and licenses (6.0%), and franchises taxes (4.3%). Other revenues include fees for services, state revenue, fines, and miscellaneous revenue. A full breakdown of both revenue and expenditure percentages for the Town for FY 2019-20 can be seen in figures 5-12 and 5-13 below, as well as the full General Fund summary for the past 3 years in figure 5-14

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<sup>15</sup> [Town of San Anselmo: Budget and Work Plan 2020-21](#)

<sup>16</sup> [Town of San Anselmo: Budget and Work Plan 2019-2020; Pg. 14](#)

<sup>17</sup> [Town of San Anselmo: Budget and Work Plan 2019-2020; Pg. 8](#)

Figure 5-12: Town of San Anselmo General Fund Summary

TOWN OF SAN ANSELMO GENERAL FUND FISCAL YEAR 2019-2020							
Description	2017-2018		2018-2019			2019-2020	
	Actual	%Total	Rev Budget	Est. Actual	%Total	Budget	%Total
<b>BEGINNING BALANCE</b>	<b>4,219,443</b>		<b>4,812,354</b>	<b>4,812,354</b>		<b>3,146,161</b>	
<b>REVENUE</b>							
Property Taxes	11,921,540	75.3%	12,325,578	12,425,238	76.5%	12,785,262	77.4%
Franchise Taxes	752,222	4.8%	743,000	739,837	4.6%	730,000	4.4%
Other Taxes	1,517,814	9.6%	1,332,093	1,429,979	8.8%	1,386,372	8.4%
Licenses, Permits, Fees, Fir	1,251,673	7.9%	1,177,500	1,245,863	7.7%	1,205,500	7.3%
Use of Money & Property	32,811	0.2%	10,000	38,000	0.2%	35,000	0.2%
Other Agency Revenue	137,340	0.9%	112,800	138,463	0.9%	124,800	0.8%
Fees for Services, Misc	216,437	1.4%	198,100	214,665	1.3%	246,025	1.5%
<b>SUB TOTAL</b>	<b>15,829,837</b>	<b>100.0%</b>	<b>15,899,071</b>	<b>16,232,045</b>	<b>100.0%</b>	<b>16,512,959</b>	<b>100.0%</b>
TRANSFERS IN	305,818		324,732	318,519		393,864	
<b>TOTAL REVENUE AND TRAN</b>	<b>16,135,655</b>		<b>16,223,803</b>	<b>16,550,564</b>		<b>16,906,823</b>	
<b>TOTAL RESOURCES</b>	<b>20,355,098</b>		<b>21,036,157</b>	<b>21,362,918</b>		<b>20,052,984</b>	
<b>EXPENDITURES</b>							
Salaries	2,304,402	16.1%	2,564,733	2,486,300	15.6%	2,607,658	16.4%
Retirement	539,705	3.8%	1,167,285	1,166,669	7.3%	767,184	4.8%
Other Benefits	708,729	5.0%	891,788	912,967	5.7%	836,632	5.3%
Office & Dept Sup, Lib Mat	177,178	1.2%	200,862	173,996	1.1%	202,362	1.3%
Training, Publications, Dues	50,294	0.4%	50,350	46,008	0.3%	52,350	0.3%
Outside Serv: Other	1,506,933	10.5%	1,656,598	1,789,802	11.2%	1,657,866	10.4%
Outside Serv: Ross Valley F	3,886,800	27.2%	4,087,775	4,087,775	25.6%	4,310,657	27.1%
Outside Serv: Central Marin	4,179,692	29.2%	4,384,691	4,384,691	27.5%	4,540,998	28.6%
Utilities	226,569	1.6%	214,022	219,340	1.4%	210,740	1.3%
Bldg, Veh, Equip Maint	220,225	1.5%	160,275	177,337	1.1%	165,550	1.0%
Debt Service Principal	437,000	3.1%	470,000	470,000	2.9%	504,000	3.2%
Debt Service Interest	66,700	0.5%	52,133	50,355	0.3%	34,711	0.2%
<b>SUB TOTAL</b>	<b>14,304,227</b>	<b>100.0%</b>	<b>15,900,512</b>	<b>15,965,240</b>	<b>100.0%</b>	<b>15,890,708</b>	<b>100.0%</b>
TRANSFERS OUT	1,238,517		2,251,517	2,251,517		1,208,517	
<b>TOTAL EXPENDITURES, TSI</b>	<b>15,542,744</b>		<b>18,152,029</b>	<b>18,216,757</b>		<b>17,099,225</b>	
Net Increase/(Decrease)	592,911		(1,928,226)	(1,666,193)		(192,402)	
<b>ENDING BALANCE</b>	<b>4,812,354</b>		<b>2,884,128</b>	<b>3,146,161</b>		<b>2,953,759</b>	
Committed	4,812,354		2,884,128	3,146,161		2,953,759	
Unassigned							
<b>TOTAL BUDGET</b>	<b>20,355,098</b>		<b>21,036,157</b>	<b>21,362,918</b>		<b>20,052,984</b>	

Figure 5-13: Town of San Anselmo General Fund Revenue Summary

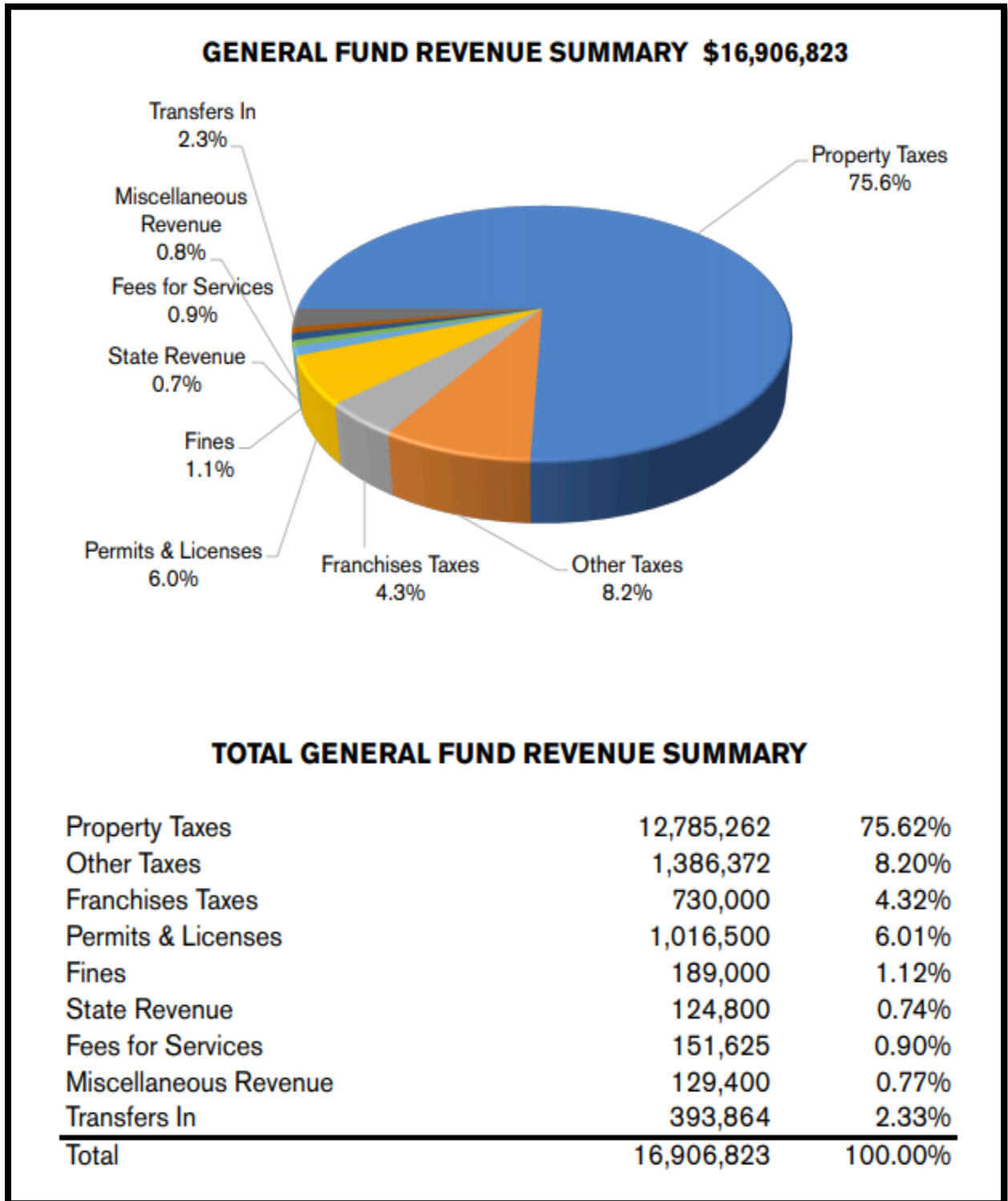
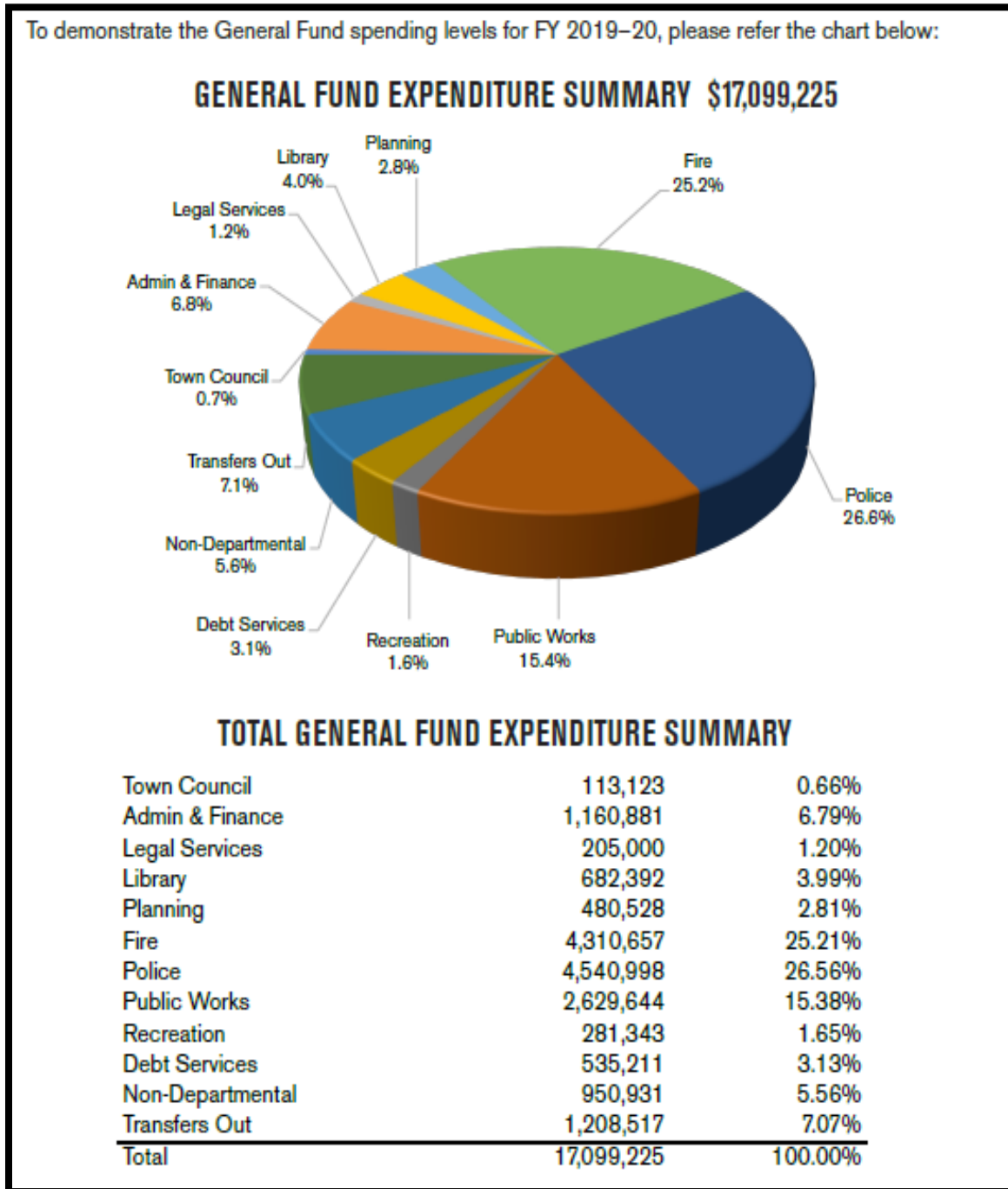




Figure 5-14: Town of San Anselmo General Fund Expenditure Summary



## Debt

The Town generally incurs long-term debt to finance projects or purchase assets which will have useful lives equal to or greater than the related debt. High debt levels can overburden a municipality, while low debt levels may indicate underutilized capital investment capacity. The

totality of the Town's debt obligations<sup>18</sup> for the fiscal year ended June 30, 2019, are \$17,192,417, a decrease of \$1,215,460 from the prior fiscal year. The decrease is mainly contributed from payments made to reduce the general obligation bonds, pension obligation bonds, and municipal lease. The Town's current long-term debt obligations are as follows:

- **Compensated Absences** – Town employees accumulate earned but unused vacation benefits which can be converted to cash at termination of employment. At year end (FY 18/19), \$189,582 was reported, of which \$47,396 (25%) is estimated to be paid within the next fiscal year.
- **2003 General Obligation Bonds** – In 2003, the Town issued \$2,565,000 of General Obligation Bonds to fund capital improvements to the Town's streets and storm drains. Total annual payments are approximately \$193,000 increasing annually. The total of this debt at year end (FY 18/19) was \$1,655,000. This debt matures in FY 2028-29.
- **2011 General Obligation Bonds** – In 2011, the Town issued \$5,955,000 of General Obligation Bonds for the purpose of refunding the \$5,894,928 of outstanding 1995, 1997, and 2000 General Obligation Bonds. Total annual payments are approximately \$660,000 increasing annually. The total of this debt at year end (FY 18/19) was \$2,705,000. This debt matures in FY 2025-26.
- **2012 Pension Obligation Bonds** – In 2012, the Town issued \$3,583,000 of Taxable Pension Obligation Bonds for the purpose of paying off the Town's outstanding "side fund" obligation due to the California's Public Retirement System. Total annual payments are approximately \$517,000 increasing annually. The total of this debt at year end (FY 18/19) was \$942,000. This debt matures in FY 2021-22.
- **Municipal Lease Fire Station** – In 2008, the Town entered into a 15 year site lease agreement with Municipal Asset Management, Inc., whereby the Town agrees to lease to the Corporation, the Town's Fire Station No. 19, and the Corporation agrees to make available to the Town \$1,700,000 through an advanced rental payment agreement, which will enable the Town to finance the restoration, remodeling, and expansion of the station. Total annual payments are approximately \$158,517. The total of this debt at year end (18/19) was \$572,743.
- **Due to Bay Cities Joint Powers Insurance Authority (BCJPIA)** – In 2003, the Town acquired a real estate parcel at a cost of \$500,000 in connection with a settlement agreement, with terms stipulating that the Town repair and stabilize the land parcel with a prior landslide history. During fiscal years 2005 and 2006, the Town incurred costs of \$168,626 and \$581,377, respectively, to stabilize the parcel. The Town's insurance carrier, BCJPIA, Paid \$500,000 of the costs for which they are to be reimbursed by the Town in the eventual sale of the land. The Town has no plans to sell the property within the next Fiscal Year.

The Town also provides a pension plan for employees and is part of the California Public Employees Retirement System (CalPERS). CalPERS provides retirement, disability, and death benefits based on the employee's years of service, age, and final compensation. As of June 30,

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<sup>18</sup> [Town of San Anselmo Annual Financial Report June 30, 2019; Pg. 15](#)



2019, the Town’s Net Pension Liability was \$7,672,274. As of the most recent CalPERS Actuarial Valuation on June 30, 2017, the Town’s pension funded ratio was 87.2%. In addition to the pension plan, the Town provides other post-employment benefits (OPEB) to its retirees. As of June 30, 2019, the Town carried a net OPEB liability of \$2,955,818. The Town currently has 74 employees<sup>19</sup>, both active and inactive, in its OPEB plan.

A full breakdown of the Town’s long-term debt obligations and recent appropriations towards said debts can be seen below in figure 5-15.

**Figure 5-15: Town of San Anselmo Long-Term Debt Obligations**

<u>Governmental Activities</u>	<u>Beginning Balance</u>	<u>Additions</u>	<u>Reductions</u>	<u>End of Year</u>	<u>Due Within One Year</u>
2003 General Obligation	\$ 1,765,000	\$ -	\$ (110,000)	\$ 1,655,000	\$ 110,000
2011 General Obligation	3,250,000	-	(545,000)	2,705,000	545,000
2012 Pension Obligation	1,412,000	-	(470,000)	942,000	470,000
Municipal Lease	700,264	-	(127,521)	572,743	127,521
Due to BCJPIA	500,000	-	-	500,000	-
Net pension liability	7,789,536	-	(117,262)	7,672,274	-
Net OPEB liability	2,833,554	122,264	-	2,955,818	-
Compensated absences	157,523	32,059	-	189,582	47,396
	<u>\$ 18,407,877</u>	<u>\$ 154,323</u>	<u>\$ (1,369,783)</u>	<u>\$17,192,417</u>	<u>\$ 1,299,917</u>

## 5.9 SUSTAINABILITY

In June 2011, the Town of San Anselmo adopted its Climate Action Plan 2030, assessing its greenhouse gas footprint and proposed policies and programs to reduce greenhouse gas emissions town-wide by 54% from a 2005 baseline emissions level by the year 2030 and a goal of carbon neutrality by 2045. The plan outlines specific programs for attaining sustainable lifestyles, building standards, environmental protection, and economic development within the Town. At the time of the adoption of this plan, the Town had already achieved its 2011 Climate Action Plan GHG reduction target to reduce measured emissions 15% below 2005 levels.

Over the course of the past 10 years, the Town has taken a myriad of steps to both hit its initial 15% goal, as well as lay the groundwork for continued emission reductions moving forward. Some of those efforts include:

- 2010 – Adopted green building requirements
- 2011 – Adopted first Climate Action Plan and provided free parking for electric vehicles in Town lots

<sup>19</sup> [Town of San Anselmo Annual Financial Report June 30, 2019](#)

- 2012 – Installed the Town’s first electric vehicle charging stations as well as LED street lighting
- 2014 – Secured 100% renewable energy with Marin Clean Energy Deep Green for Town facilities and adopted ban on single use carry out bags
- 2016 – Approved Bicycle and Pedestrian master plan.
- 2018 – Passed an ordinance banning single use plastics.
- 2019 – Passed Electric Vehicle policy and installed new electric vehicle chargers in Magnolia Parking Lot

Additionally, the Town has developed and implemented significant flood and fire risk adaption strategies in order to prepare for the growing impacts of climate change. The Town’s Local Hazard Mitigation Plan (LHMP), which was most recently updated in 2018, notes that climate change will likely increase the impacts of natural hazards. The LHMP also shines a light on the need for planning to minimize the potential for loss of life, injury, and property damage from these hazards, including strategies for improving community resiliency with trends such as increased air temperatures and extreme weather events over the long term. While the LHMP and the Climate action plan are stand-alone documents, they refer to and one another in an effort to show the symbiotic nature of the efforts of each.

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## 6.0 TOWN FAIRFAX

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### 6.1 OVERVIEW

The Town of Fairfax is the northernmost municipality in the Ross Valley area. Located approximately 22 miles north of San Francisco, Fairfax shares much of its western boundary and northern boundaries with multiple open space preserves such as the Cascade Canyon Open Space Preserve and the Loma Alta Preserve. To the east the town is bordered by the Town of San Anselmo, and to the northeast lies the census-designated place of Sleepy Hollow. With an official population count in 2010<sup>20</sup> of 7,441 and a 2018 estimate of 7,555, Fairfax is the 8<sup>th</sup> most populous municipality in Marin County. With a current jurisdictional boundary of 2.25 square miles, the Town’s remaining capacity for development is minimal.

Fairfax provides a range of municipal services including police, parks and recreation, street maintenance, and community development. Other municipal services to the Town are provided by various special districts and joint powers agreements.

**Table 6-1: Town of Fairfax Overview**

Town of Fairfax Overview	
<b>Town Manager:</b>	Garrett Toy
<b>Main Office:</b>	142 Bolinas Road, Fairfax
<b>Council Chambers:</b>	46 Park Road, Fairfax
<b>Formation Date:</b>	March 2, 1931
<b>Services Provided:</b>	Police, Parks & Recreation, Street Maintenance, Community Development
<b>City Boundary:</b>	2.25 sq. mi city limit; 3.16 sq. mi SOI
<b>Population Served:</b>	7,555

### 6.2 FORMATION AND DEVELOPMENT

The Town of Fairfax is named for Charles Snowden Fairfax. Charles came to California in the mid-1800s in search of gold but ended up getting involved in California politics in 1851. After marrying his wife Ada in 1855, a good friend, Alfred Taliaferro, gifted the couple the land that now constitutes the Town of Fairfax as a wedding present. After Fairfax died in 1869, the property came into the ownership of Carlo and Adele Pastori, who opened an Italian restaurant in the 1890s. The restaurant burned to the ground in 1911, but Adele rebuilt an even larger structure on the site, which still stands today on the current Marin Town and Country Club property.

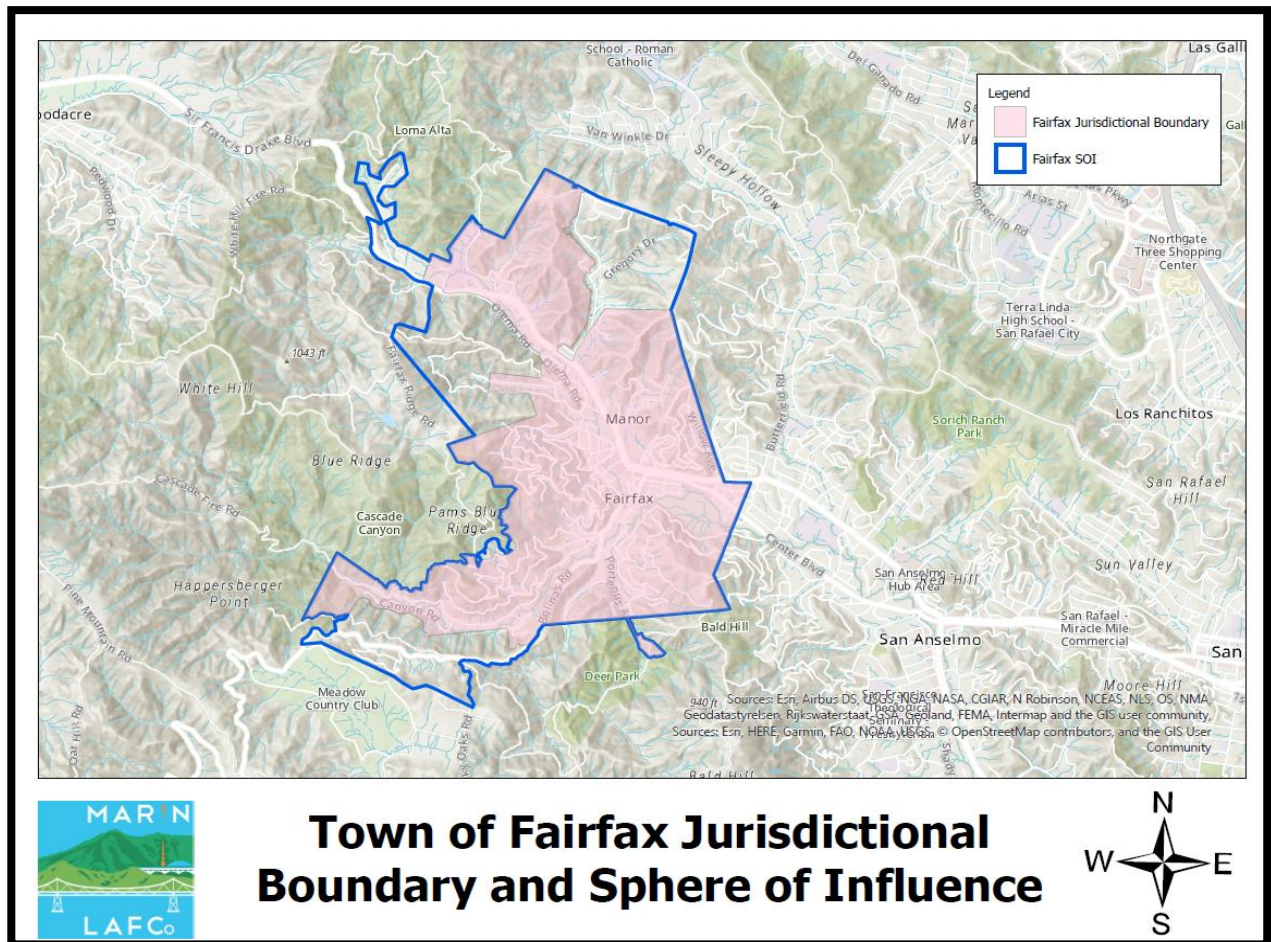
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<sup>20</sup> [Bay Area Census, Decennial Census Data](#)

In 1908, larger tracts of land were subdivided and lots went up for sale along Cascade Canyon, Fairfax Park, and Fairfax Manor. One of the plots was located at the top of Manor Hill which, while offering fantastic views, was nearly impossible to reach with the limited modes of transportation. To combat this issue, Edward Holt and his partner Prentis Gray built a funicular railroad up the hill, and in 1913 the Fairfax Incline Railway<sup>21</sup> opened to transport prospective buyers and tourists up to the top. The railroad was eventually deemed unsafe in 1929 and was abandoned in 1930, but not before multiple plots had been sold. The construction of the Alpine Dam jumpstarted the area's population boom, with hundreds of laborers coming in for the construction. In March of 1931, the Town was officially incorporated<sup>22</sup> and a 5-member council was formed. Between 1950 and 1970, the total population of the Town nearly doubled, leveling off at 7,661 in 1970 which is where the total population count continues to hover around today.

### 6.3 JURISDICTIONAL BOUNDARY AND SPHERE OF INFLUENCE

Figure 6-1: Town of Fairfax Boundaries



<sup>21</sup> [A Brief History of Fairfax](#)

<sup>22</sup> [Marin Direct](#)

The current Town of Fairfax jurisdictional boundary is approximately 2.25 square miles<sup>23</sup> (1,434 acres). A majority of the eastern border is contiguous with that of the Town of San Anselmo. The northern area of the Town is bordered by the unincorporated space of Sleepy Hollow as well as a small inhabited pocket of unincorporated space known as Oak Manor. The east and the south of the town is primarily open space preserve with a couple of small unincorporated subdivisions.

The Sphere of Influence (SOI) was originally established in 1973 and most recently updated by Marin LAFCo in 2007. The original SOI encompassed extensive unincorporated areas to the east, south, and west of the Town's boundary, with a majority of the area being publicly owned and zoned as Open Space. It was deemed in 2007 that the inclusion of these large tracts of open space in the SOI may stretch the definition of sphere of influence beyond the Town's probably boundary and service area. Publicly owned open space lands have little or no development potential, and therefore it would not be necessary to extend services to this area. Because it is unlikely that this area will ever be annexed to the Town, the open space areas that surround Fairfax were removed from the Town's SOI. The areas of Unincorporated Fairfax that remain in the SOI contain privately owned parcels with residential use and include the areas of Oak Manor and along Bolinas Road.

## 6.4 POPULATION AND GROWTH

The Town of Fairfax is essentially built out<sup>24</sup> at this time<sup>25</sup>. The official count from the 2010 Census put the Town's population at 7,441. Since then, population estimates have held fairly steady, with the 2019 estimate<sup>26</sup> of 7,522. With a majority of the Town's current remaining developable parcels being zoned as single-family residential, the current projection is for the population number to remain fairly stagnant into the foreseeable future. A map of the zoning for the Town can be seen below in figure 6-2.

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<sup>23</sup> [Marin Map Viewer, Cities](#)

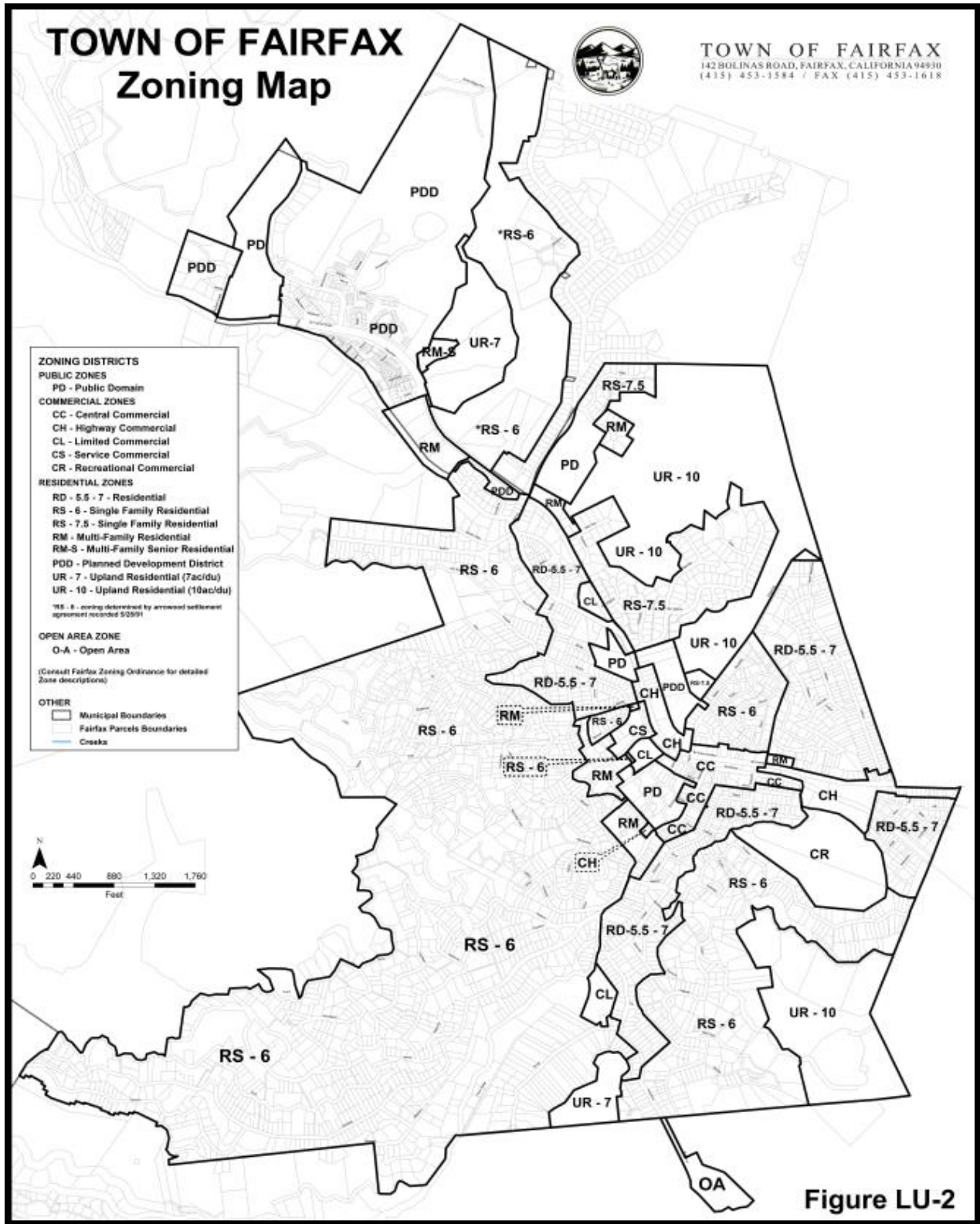
<sup>24</sup> [Town of Fairfax 2010-2030 General Plan; Pg. C-1](#)

<sup>25</sup> The term "built out" is used based upon the current zoning mandates outlined in the Town's General Plan

<sup>26</sup> [United States Census Bureau](#)



Figure 6-2: Town of Fairfax Zoning Map



## 6.5 ORGANIZATION STRUCTURE

### Governance

The Town of Fairfax operates under a council-manager form of government, in which legislative and policy functions are vested in the Town Council while the Town Manager conducts the day to day town business. The Town Council is comprised of 5 members. Mayor and Vice-Mayor are chosen by a vote of the Council. Members are elected to four-year terms, with elections held every two years with three council members elected in one cycle and two in the following cycle.

Town Council duties include establishing legislation and policies governing the Town; adopting all ordinances, resolutions, and major contracts; approving and modifying annual budgets; making appointments to advisory boards, commissions, and committees; and appointing the Town Manager and Town Attorney. Town Council meetings are regularly scheduled for the first Wednesday of each month, except for January and July, at 7:00pm at the Women’s Club located at 46 Park Road.

**Table 6-2: Town of Fairfax Town Council**

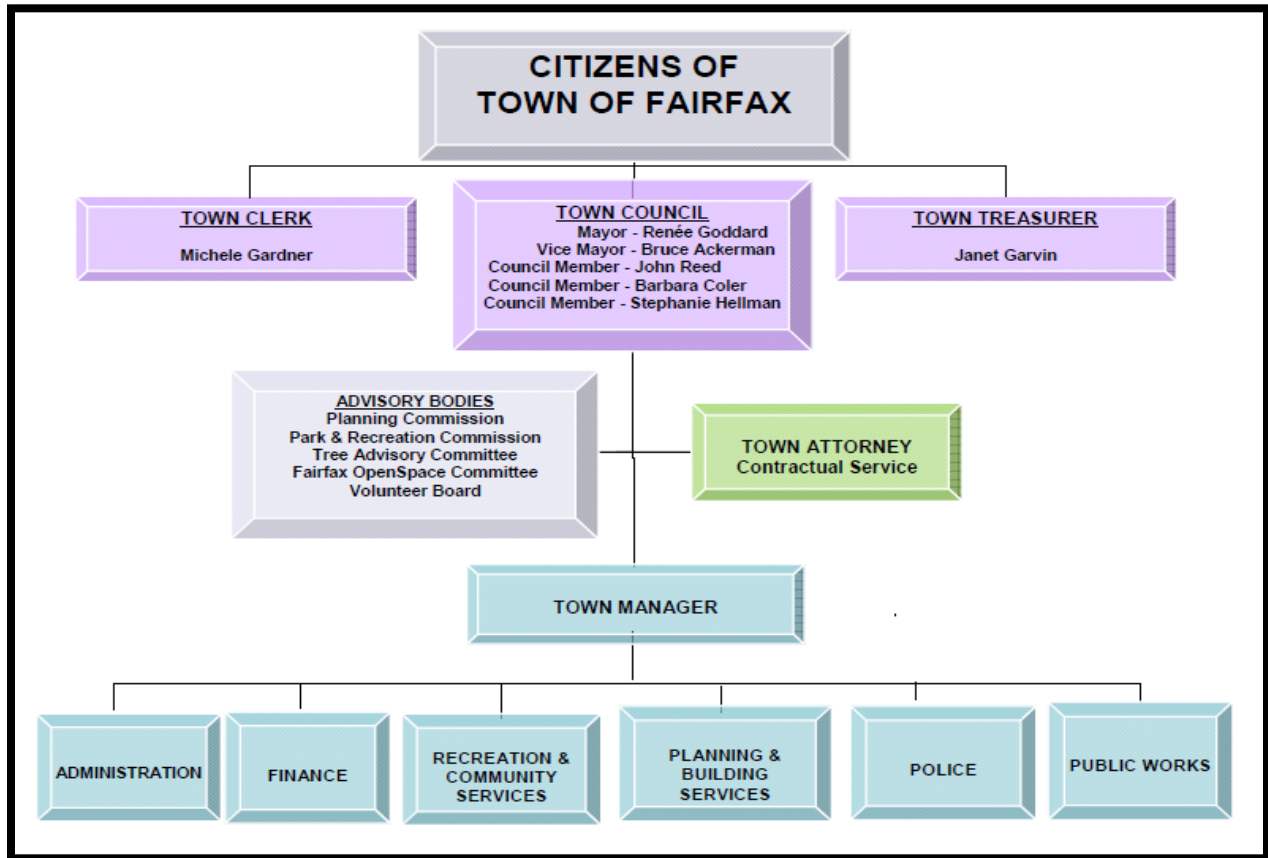
Member	Position	Term End
Renee Goddard	Mayor	November, 2022
Bruce Ackerman	Vice-Mayor	November 2020
Barbara Coler	Member	November 2020
Stephanie Hellman	Member	November 2022
John Reed	Member	November 2020

### Administration

The Town Manager is appointed by the Town Council and is responsible for Town operations management and policy implementation on behalf of the Town Council. The Town Manager is an at-will employee and administers the Town of Fairfax’s departments. The current staffing level is 32.71 Full-Time Equivalent (FTE)<sup>27</sup> employees. The Town’s organization chart can be seen below in figure 6-3.

<sup>27</sup> Town Staff Correspondence; July 8, 2020

Figure 6-3: Town of Fairfax Organizational Chart



## 6.6 ACCOUNTABILITY AND TRANSPARENCY

When conducting service reviews and reviewing proposals, LAFCo considers an agency’s accountability for community service needs, including governmental structure, operational efficiencies, financial resources, and promoting public access. The Town offers multiple ways to keep citizens informed about services, meetings, finances, and decision-making processes. Public notices are posted on the website. Past meeting agendas and meeting minutes can be found in the Public Meetings section of the Town’s website. The public may also provide verbal comments or concerns by phone or in person at Town Hall during business hours and/or at Town Council meetings during the public comment period.

While the Town currently has its most current (and archived) financial documents posted on its website, at this time the documents are in a format that is not recognizable by screen reader software, which is a requirement of all government agencies. Town staff is working on updating the posted documents to comply with the required regulations, but due to the Town having no dedicated information technology staff and being leanly staffed in the Finance department, the update is taking some time to be completed. Outside of this small issue, at this time, all legal requirements for public agency transparency are being met or exceeded



## 6.7 MUNICIPAL SERVICES

The Town of Fairfax provides its residents with the municipal services of police, parks and recreation, community development, and street maintenance. The Town also partners with outside agencies for the provision of certain municipal services including water treatment and distribution, wastewater collection, treatment and disposal, garbage collection, and fire protection and emergency response. A description of these services is provided below.

### Fire and Emergency Response

Fire-related services and emergency medical response for the Town of Fairfax are provided by the Ross Valley Fire Department (RVFD), a joint powers authority encompassing the towns of San Anselmo, Fairfax, and Ross, as well as the unincorporated county area known as Sleepy Hollow. The percentages of the Fire Department budget for the four members are San Anselmo 40.53%, Fairfax 23.30%, Ross 23.37%, and Sleepy Hollow 12.80%. For FY 2019-20, Fairfax's projected expenditures for RVFD<sup>28</sup> are \$2,544,210, 23.9% of projected General Fund expenditures for the Town, and an increase of \$105,000 (4.5%) from FY 2018-19. RVFD, and all of its correlating services to the Town of Fairfax, receive a full review in Section 8 of this document.

### Law Enforcement

The Town of Fairfax provides law enforcement and dispatch services to all areas within the jurisdictional boundary. Additionally, the department provides 911 call taking and police dispatching to the Town of Ross and the Marin Community College District. The Fairfax Police Department is located at 144 Bolinas Road and is open to the public 24 hours a day and 7 days a week staffed by a Dispatcher.

Projected department expenditures for FY 2019/20 are \$3,647,274, 38.6% of General Fund expenditures. This appropriation is an increase of 8.75% over the previous year's budgeted amount of \$3,302,559. The increase is attributed to a combination of factors. First, the FY 2018-19 budget understated the CalPERS contribution<sup>29</sup>. Town staff inadvertently used an older estimate for the budget leading to a miscalculation that must now be corrected. The remaining amount of the increase is attributed to increases in medical premiums, cost of living adjustments, and increases in retirement costs due to the CalPERS discount rate reduction. A complete breakdown of the department's FY 2019-20 budget can be seen below in figure 6-4. For FY 2020-21, the department has an adopted expenditure budget that is 4.4% higher than the previous year at \$3,849,423. This appropriation is 34.8% of the Town's General Fund expenditures. The increase is primarily due to contract and retirement costs<sup>30</sup>.

The Police Department employs 17.5 FTE employees, including 11 sworn officers, which equates to 1.46 officers per 1,000 residents. The national average in 2016 (the most recent data available)

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<sup>28</sup> [Town of Fairfax 2019-20 Operating Budget; Pg. 4](#)

<sup>29</sup> [Town of Fairfax 2019-20 Operating Budget; Pg X](#)

<sup>30</sup> [Town of Fairfax 2020-21 Operating Budget; Pg iv](#)

was 2.17 sworn officers per 1,000 residents. A graph of some of the department’s service indicators over the past 8 years can be seen below in Table 6-3.

A few of the notable accomplishments by the department in FY 2018-19 include:

- Implemented text functionality to 911 through state funding
- Implemented RAPID SOS, which allows dispatchers to pinpoint a cellular 911 caller’s location
- Negotiated Updated Body Worn Cameras program to latest technology at no additional cost
- Implemented a Lieutenant Classification into organization from within existing personnel allotment
- Participated in numerous enforcement projects, bicycle stings, pedestrian stings, and undercover operations to combat targeted crimes


Some of the goals that the department has set for FY 2019-20 include:

- Modify employee schedules to allow for carpooling to Fairfax in order to help reduce emissions and traffic
- Increased/targeted Traffic Operations
- Teen alcohol and tobacco enforcement operations
- Increase vehicle abatement program on public and private property
- Update the Town’s Emergency Operation Plan

**Table 6-3: Town of Fairfax Police Department Service Statistics**

	2013	2014	2015	2016	2017	2018	2019
<b>Calls for Service</b>	8,645	9,192	8,792	9,762	10,396	9,327	9,398
<b>Arrests</b>	216	249	320	217	183	216	222
<b>Parking Citations</b>	1,198	1,437	1,447	1,809	1,222	1,503	1,797
<b>Moving Citations</b>	245	250	473	262	285	352	618

Figure 6-4: Town of Fairfax Police Department Budget

 <b>Town of Fairfax</b> 2019-20 Operating Budget		<b>FUND 01 GENERAL FUND</b> <b>ACTIVITY 411 POLICE</b>				
		FY 2016-17 Actual	FY 2017-18 Actual	FY 2018-19 Adopted	FY 2018-19 Projected	FY 2019-20 Adopted
<b>DEPARTMENT SUMMARY</b>						
<b>OPERATING EXPENSES</b>						
631	COMM EQUIP REPLACE	-	142	7,000	-	7,000
711	OFFICE EQUIP MAINTENANCE	20	-	1,500	757	1,500
712	COMPUTER EQUIP MAINTENANCE	24,102	21,959	29,000	29,443	32,000
721	FIELD EQUIP MAINTENANCE	2,169	259	1,000	259	1,000
722	VEHICLE MAINTENANCE	20,553	24,280	20,000	19,923	24,000
723	COMMUNICATION EQUIP MAINT	3,142	2,499	3,000	2,475	3,000
725	MERA DEBT SERVICE	37,823	38,310	38,355	38,340	38,261
726	MERA MEMBERSHIP FEE	30,698	31,276	31,414	31,414	32,379
731	BLDG-GROUNDS MAINTENANCE	15,113	13,747	26,000	14,220	26,000
801	WATER	1,970	1,746	1,900	1,784	1,900
802	POWER	1,766	1,801	2,000	1,885	2,000
804	TELEPHONE	16,736	18,489	17,000	18,170	22,000
806	FUEL	16,470	18,112	18,000	17,149	18,000
811	POSTAGE	1,693	1,346	2,000	1,024	2,000
812	REPRODUCTION	1,802	2,936	2,500	3,918	4,000
813	OFFICE SUPPLIES	1,705	817	1,300	1,240	3,000
815	PRINTING	3,451	2,439	3,000	3,018	4,000
822	PROFESSIONAL SERVICES	38,082	44,571	55,461	38,716	55,461
841	SMALL TOOLS	211	219	500	351	500
842	SPECIAL DEPT SUPPLIES	9,679	12,295	12,500	20,809	12,500
851	UNIFORM	18,070	16,096	19,200	21,293	19,200
861	BUS.MEET/CONF.	1,606	929	500	802	1,000
862	DUES & SUBSCRIPTIONS	10,347	10,814	11,400	10,562	11,400
871	LIAB & PROP INSURANCE	-	-	-	-	-
883	P.O.S.T.	15,930	13,291	9,000	9,104	13,000
889	BOOKING FEES	630	1,519	3,000	359	3,000
<b>SUBTOTAL OPERATING</b>		<b>273,767</b>	<b>279,890</b>	<b>316,530</b>	<b>287,015</b>	<b>338,101</b>
<b>TOTAL DEPARTMENT APPROPRIATION</b>		<b>3,106,950</b>	<b>3,017,286</b>	<b>3,338,412</b>	<b>3,302,559</b>	<b>3,615,037</b>
<b>PERSONNEL</b>						
401	REGULAR SALARIES	350,478	350,268	369,987	332,376	382,175
402	SAFETY SALARIES	991,660	1,095,867	1,236,679	1,147,185	1,288,183
415	ACCRUED LEAVE PAYOUT	44,060	7,379	3,000	41,652	50,000
421	TEMP EMPLOYEES	94,641	66,654	65,000	85,479	73,000
461	OVERTIME	166,712	150,450	160,000	161,553	168,000
481	HOLIDAY PAY	70,489	76,697	84,165	78,203	83,779
491	HEALTH INSURANCE	214,417	215,899	236,393	206,375	225,221
492	WORKERS COMP.	28,111	68,089	73,598	73,598	73,598
493	RETIREMENT	180,298	201,802	231,681	228,451	268,967
494	MEDICARE	22,534	23,164	26,594	24,766	27,824
495	FICA/PTS	1,413	1,534	-	930	-
496	PERS UAL/SIDEFUND	667,136	475,584	546,185	629,666	645,188
497	OVERTIME REIMB	-	-	(15,000)	-	(15,000)
611	ALLOWANCES	1,235	4,010	3,600	5,310	6,000
<b>SUBTOTAL PERSONNEL</b>		<b>2,833,183</b>	<b>2,737,396</b>	<b>3,021,882</b>	<b>3,015,544</b>	<b>3,276,936</b>

## Public Works

The Public Works Department for the Town of Fairfax is composed of four distinct divisions: Administration, Street Maintenance, Park Maintenance, and Street Lighting. The department, in whole, is currently staffed with 4.98 FTE employees. Administration has the overarching task of the development and implementation of the Town's Capital Improvement Program as well as oversight of the street maintenance, park maintenance, and street lighting division. Administration also oversees the management of the Storm Water Pollution Prevention Program. The total General Fund appropriation for the Public Works Department's Administration for FY 2019-20 is \$270,665, which is a decrease of \$6,350 from the adopted amount for FY 2018-19.

The Street Maintenance Division oversees the preventative maintenance of streets, storm drain systems, traffic striping and signs, parking lot and street sweeping, sidewalks, and Town facility and equipment upkeep. This division also can be mobilized for response to Town-wide emergencies such as flooding. The total General Fund appropriation for the Street Maintenance Division for FY 2019-20 is \$422,605, which is an increase of \$23,027 from the adopted amount for FY 2018-19.

The Park Maintenance Division takes care of the maintenance of Town-owned facilities such as Bolinas Park, Contratti ballfield, and Peri Park. This division oversees irrigation management, Town weed abatement and landscaping, and general downtown maintenance. The total General Fund appropriation for the Parks Maintenance Division for FY 2019-20 is \$261,737, which is an increase of \$7,226 from the adopted amount for FY 2018-19.

Lastly, the Street Lighting Division is responsible for maintaining the Town's street lights and traffic signals. Street light maintenance is administered through a contractual agreement with the Marin General Services Authority (MGSA). Traffic signal maintenance is provided by contract with an outside vendor. The total General Fund appropriation for the Street Lighting Division for FY 2019-20 is \$110,000, which is an increase of \$12,000 from the adopted amount for FY 2018-19.

Some of the notable accomplishments for the Public Works Department in FY 2018-19 include:

- Completion of Parkade reconstruction project including ADA curb ramps, sidewalks, and bus shelter on Broadway
- Repaved Mono Avenue from Bolinas Rd. to Pacheco Avenue
- Installed LED light shields on street lights
- Began Preliminary design for the Pavilion Seismic Retrofit project
- Repaired retaining wall for ballfield trail

A few of the goals that have been identified for FY 2019-20 include:

- Replace play equipment in Peri Park
- Complete repairs to roads damaged by the 2017 winter storms
- Rebuild bus shelter in the Parkade
- Complete improvements to the Women’s Club regarding lighting and installation of lift to make the Women’s Club stage ADA accessible and available for recreational uses

## Water

Water services to the Town of Fairfax are provided by the Marin Municipal Water District (MMWD), an independent special district, which is a separate local agency from the Town of Fairfax. The District’s services are reviewed separately in Marin LAFCo’s Countywide Water Service Study (2016). This study can be viewed at [marinlafco.org](http://marinlafco.org).

MMWD’s jurisdictional boundary spans 148 square miles. 61% of this area is unincorporated and the additional 39% lies in 10 cities/towns, including the entirety of Fairfax and its surrounding unincorporated areas. MMWD is currently authorized to provide three specific services within its jurisdictional boundary: (1) domestic water; (2) non-potable water; (3) and recreation. The district’s governing board is comprised of 5 members who are elected by electoral divisions to staggered 4-year terms. The Town of Fairfax is represented by electoral division 3. Larry Bragman is the elected official holding the seat for Division 3. MMWD currently meets on the first and third Tuesday of each month at 7:30 p.m. at the District’s Administrative Office at 220 Nellan Avenue in Corte Madera.

## Wastewater

Wastewater services to the Town of Fairfax are provided by Ross Valley Sanitary District (RVSD). The District was established in 1899 and encompasses an approximate 19.7 square mile jurisdictional boundary within east-central Marin County. Governance is provided by an independent five-member Board of Directors whose members are elected at-large to staggered four-year terms.

RVSD is currently organized as a single-purpose agency with municipal operations limited to wastewater collection though it is empowered – subject to LAFCo approval – to provide solid waste (including collection), recycled water, and storm drainage services. RVSD maintains an approximate 202-mile collection system with its own personnel while contracting – and as a signatory – with the Central Marin Sanitation Agency (CSMA) for wastewater treatment and disposal services.

The District’s services are reviewed separately in full in Marin LAFCo’s Central Marin Wastewater Services Study (2017). This study can be viewed at [marinlafco.org](http://marinlafco.org).

## Parks and Recreation

The Town of Fairfax offers its residents recreation and leisure programming through its own Recreation and Community Services Department. Formerly having been partnered with the San Anselmo Recreation Department, the Fairfax Recreation and Community Services Department had its formal inception in 2011. The department provides year-round recreational, educational, and social programs, services, and events to the Town's residents. The department offers a myriad of program offerings including gymnastics for toddlers and school aged children, summer camps, futsal, basketball, teen events, as well as classes for adults and seniors. The department is also tasked with hosting some of the Town's large scale events such as the Fairfax Festival the Easter Egg Hunt, as well as some facility rentals.

The Town has also been designated by the World Health Organization (WHO) as an Age Friendly City. The Town received this designation on March 1, 2015. The Town formed an Age Friendly Task Force in late 2014 to engage community members and older adults, and from 2015 through 2016, the Task Force developed the Age Friendly Fairfax Community Assessment and Strategic Plan. The Town submitted the plan to the WHO in spring 2017 and components of the plan are scheduled to be implemented through mid-2020. At the end of the implementation period in 2020, the Town will submit a report to the WHO detailing Fairfax's progress in achieving the action plan's goals. At that time, as the Town has clearly progressed in implementing the action plan, it will enter an ongoing improvement phase. Fairfax may develop a new or updated action plan at that time. Additionally, on January 2, 2018, the Town was notified that it is officially a member of AARP's Age Friendly Network.

The department also houses the Town's Communications and Marketing Specialist. This position oversees the Town-wide communication and marketing efforts which includes website development and maintenance, the Town's social media pages, monthly Town newsletters, and the biannual Recreation brochure.

A few of the notable accomplishments for the department in FY 2018-19 include:

- Expanded and enhanced class offerings for all age groups
- Worked with Ross Valley Fire Department to provide chipper service to residents as part of wildfire safety prevention
- Sponsored and hosted a variety of events that benefit the citizens of Fairfax such as the town-wide picnic, spring egg hunt, and volunteer appreciation ceremony
- Created a new Town website to make a more modern and user-friendly, ADA compliant, and searchable resource

Some of the goals and objectives that have been identified for FY 2019-20 include:

- Continue Holiday Craft Fair fundraising event with Sustainable Fairfax
- Apply for \$100,000 in grant funding from the American Association of Retired People in order to improve sidewalks, provide more Age Friendly benches, purchase stationary outdoor fitness equipment, and install chess tables in the park
- Educate residents on disaster preparedness

- Implement Phase 2 of Peri Park renovations project

General fund appropriations for the Recreation and Community Services Department for FY 2019-20 totaled \$263,709<sup>31</sup>, which is an increase of \$33,563, or 12.73%, from FY 2018-19. A majority of the increase<sup>32</sup> can be attributed to approximately \$25,000 being moved from the Town Clerk’s budget to the Recreation and Community Services budget for the Communications and Marketing Specialist.

## 6.8 FINANCIAL OVERVIEW

The Town of Fairfax prepares an annual report on the Town’s financial statements in accordance with established governmental accounting standards. The most recent audited financial statement was prepared by the independent certified accounting firm, Maze and Associates, which issued an unqualified opinion on the Town’s financial statements for the fiscal year ending June 30, 2018 (the most recent available at the time of this study). An unqualified opinion is an independent auditor’s judgment that a company’s financial statements are fairly and appropriately presented, without any identified exceptions, and in compliance with generally accepted accounting principles.

The Town adopts an annual budget which is effective July 1<sup>st</sup> for the ensuing fiscal year. The budget reflects estimated revenues and expenditures. Appropriations and spending authorizations are approved by the Town Council. The Town Council may amend the budget by resolution during the fiscal year in order to respond to emerging needs, changes in resources, or shifting priorities. Expenditures may not exceed appropriations at the fund level, which is the legal level of control. The Town Manager is authorized to transfer budgeted amounts between accounts, departments, or funds. During the writing of this document, the Town adopted its budget for fiscal year 2020-21. While the financial data that was analyzed for this study was based on what was publicly available at the time (FY 2019-20 and prior), a link to the current budget is available in the footnoted link below.<sup>33</sup>

### Revenues and Expenditures

The FY 2019-20 expenditure budget for the Town of Fairfax is \$10,513,038<sup>34</sup>. The expenditure budget is supported predominantly by a projected General Fund revenue of \$7,345,300<sup>35</sup>, with the remaining difference coming from Special Funds such as the Police Fund, Measure J, and Gas Tax.

For FY 2019-20, the Town reports that funds for general operations are projected to be \$300,000, or 4.3% higher than those of the previous year, while operating uses are projected to grow by

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<sup>31</sup> [Town of Fairfax 2019-20 Operating Budget; Pg. 5](#)

<sup>32</sup> [Town of Fairfax 2019-20 Operating Budget; Pg. xi](#)

<sup>33</sup> [Town of Fairfax Budget 2020-21](#)

<sup>34</sup> [Town of Fairfax 2019-20 Operating Budget; Pg. 8](#)

<sup>35</sup> [Town of Fairfax 2019-20 Operating Budget; Pg. 7](#)



\$570,000, or 5.8% from the previous year. A few of the key contributing factors to the increase in expenditure projections include:

- Salaries and wages increased by 3.3% over FY 2018-19
- Benefits and payroll costs increased by 4.7% over FY 2018-19
- Retirement costs increased by 6.2% over FY 2018-19

Likewise, some of the main components of the increased revenue projections include:

- Approximately 2.4% or 100,000 increase to property tax revenue over FY 2018-19
- 3% increase in projected sales tax revenue over FY 2018-19
- Special revenue funds are projected to transfer in approximately \$50,000 more than FY 2018-19

The Town derives revenue from several sources. Primary revenue sources include property taxes (56.4%), charges for services (8%), and sales tax (7.1%). Other revenues include Measure J, Measure C, franchise fees, and utility/hotel tax. A full breakdown of both General Fund revenues and expenditures can be seen below in tables 6-4 and 6-5.

**Table 6-4: Town of Fairfax General Fund Revenue**

<b>GENERAL FUND REVENUES OVERVIEW</b>				
<b>Revenue Detail</b>	<b>FY 2018-19</b>	<b>FY 2019-20</b>	<b>Variance</b>	<b>Variance in %</b>
<b>Property Tax</b>	\$4,265,964	\$4,369,900	\$103,936	2.4%
<b>Sales Tax (1%)</b>	\$756,594	\$756,300	(\$294)	0.0%
<b>Measure D&amp;C Sales Tax (.75%)</b>	\$681,000	\$724,000	\$43,000	6.3%
<b>Utility</b>	\$360,000	\$361,000	\$1,000	.3%
<b>Other Revenues</b>	\$977,742	\$1,134,100	\$156,000	16%
<b>Total General Fund Revenue</b>	<b>\$7,041,300</b>	<b>\$7,345,300</b>	<b>\$304,000</b>	<b>4.3%</b>

**Table 6-5: Town of Fairfax General Fund Expenditures**

<b>GENERAL FUND EXPENDITURES OVERVIEW</b>				
<b>Department/Division</b>	<b>FY 2018-19</b>	<b>FY 2019-20</b>	<b>Variance</b>	<b>Variance in %</b>
<b>Town Council</b>	\$284,630	\$287,598	\$2,969	1%
<b>General Administration</b>	\$806,345	\$835,257	\$28,912	3.6%
<b>Development Services</b>	\$773,500	\$797,228	\$23,728	3.1%
<b>Public Safety</b>	\$5,780,028	\$6,175,947	\$395,919	6.8%
<b>Public Works</b>	\$774,593	\$803,269	\$28,676	3.7%
<b>Recreation &amp; Community Services</b>	\$226,761	\$263,709	\$36,948	16.3%
<b>Parks &amp; Facility</b>	\$330,015	\$339,550	\$9,535	2.9%
<b>Non-Departmental</b>	\$963,583	\$1,009,026	\$45,443	4.7%
<b>Total General Fund</b>	<b>\$9,939,456</b>	<b>\$10,513,038</b>	<b>\$572,128</b>	<b>5.8%</b>

## Debt

The Town of Fairfax generally incurs long-term debt to finance projects or purchase assets which will have useful lives equal to or greater than the related debt. High debt levels can overburden a municipality, while low debt levels may indicate underutilized capital investment capacity. The totality of the Town's debt obligations for the fiscal year ended June 30, 2018, totaled \$8,063,919<sup>36</sup>. The Town's current long-term debt obligations are as follows:

- **2008 General Obligation Revenue Bonds** – In August of 2008, the Town was issued General Obligation Revenue Bonds in the amount of \$2,231,000 by the Fairfax Financing Authority. The funds were used to refund the 2000 General Obligations Bonds as well as to fund specific capital projects within the Town. Appropriations made by the Town for FY 2019-20 for both principal and interest totaled \$200,419. As of June 30, 2019, the remaining balance was \$1,285,000. The bonds are set to mature on August 1, 2031.
- **Revenue Bonds, Series 2012** – In March of 2010, the Town was issued General Obligation Refunding Bonds in the amount of \$2,880,000 by the Fairfax Financing Authority. Proceeds from these Town Bonds were used to repay the 2002 General Obligations Bonds as well as to fund capital projects within the Town. Appropriations made by the Town for FY 2019-20 for both principal and interest totaled \$216,363. As of June 30, 2019, the remaining balance was \$1,990,000. The bonds are set to mature on August 1, 2022.
- **2016 General Obligation Refunding Bonds** – In 2016, the Town issued \$1,239,000 in General Obligation Refunding Bonds. The proceeds were used to advance refund \$1,330,000 of the Town's outstanding 2006 General Obligation Bonds. The Town advance refunded the 2006 General Obligation Bonds to reduce its total debt service payments over 11 years by \$316,667. Appropriations made by the Town for FY 2019-20 for both principal and interest totaled \$127,633. As of June 30, 2019, the remaining balance was \$1,036,000.
- **2017 PERS Refinancing Lease Agreement** – In 2017, the Town entered into a lease agreement with the Fairfax Financing Authority for a total amount of \$3,860,000 to finance a one-time payment to CalPERS for the Town's unfunded obligations. This agreement only covers the unfunded obligations pre-2013. In comparison to what the Town was projected to pay CalPERS, the Town is projecting to realize a Net Present Value savings<sup>37</sup> of 17.32% or \$653,340. Appropriations made by the Town for FY 2019-20 for the lease totaled \$481,182.

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<sup>36</sup> [Town of Fairfax Audit for the year ended June 30, 2018; Pg. 33](#)

<sup>37</sup> [Town of Fairfax Budget FY 2020-21; Pg 69](#)

- **Capital Improvement Notes** – In February of 2018 the Town entered into five promissory notes with the County of Marin totaling \$500,000, to finance infrastructure projects associated with the Town’s Capital Improvement Program.

A full overview of the Town’s debt service requirements can be seen below in table 6-6.

**Table 6-6: Town of Fairfax Debt Service Requirements**

<b>DEBT SERVICE REQUIREMENTS</b>			
<b>Year-End June 30</b>	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
<b>2019</b>	\$834,694	\$322,641	\$1,157,335
<b>2020</b>	\$895,821	\$293,068	\$1,188,889
<b>2021</b>	\$890,399	\$261,118	\$1,151,517
<b>2022</b>	\$654,600	\$213,052	\$886,652
<b>2023</b>	\$693,600	\$213,201	\$906,801
<b>2024-2028</b>	\$3,032,500	\$755,721	\$3,788,221
<b>2029-2033</b>	\$935,000	\$408,240	\$1,343,240
<b>2034-2038</b>	\$961,999	\$110,538	\$1,072,537
<b>Total</b>	\$8,898,613	\$2,596,579	\$11,495,192

The Town also provides a pension plan for employees and is part of the California Public Employees Retirement System (CalPERS). CalPERS provides retirement, disability, and death benefits based on the employee’s years of service, age, and final compensation. As of June 30, 2018, the Town’s Net Pension Liability was reported at \$5,318,211. In addition to the pension plan, the Town provides other post-employment benefits (OPEB) to its retirees. As of June 30, 2018, the Town carried a net OPEB liability of \$1,524,756 and had 55 employees<sup>38</sup>, both active and inactive, in its OPEB plan.

## 6.9 SUSTAINABILITY

On February 5<sup>th</sup>, 2014, the Town of Fairfax adopted its Climate Action Plan in order to set guidelines to try to mitigate the production of greenhouse gas and compile existing and potential strategies to address climate change. The plan outlines specific guidelines and programs for attaining sustainable lifestyles, building standards, environmental protection, and economic development within the Town. The Town’s greenhouse gas (GHG) reduction target is for emissions to be cut by 20% below 2005 levels by 2020, which exceeds the State’s direction to local governments to reduce emissions by 15%. The plan has outlined a myriad of local actions that the Town can work towards and, if fully implemented, projections show that local emissions would be cut by 27% based on 2005 levels by the year 2020.

<sup>38</sup> [Town of Fairfax Audit for the year ended June 30, 2018; Pg. 43](#)

Since the Climate Action Plan’s adoption, the Town has taken a host of steps to both hit its initial 20% goal, as well as lay the groundwork for continued emission reductions moving forward. Some of those efforts include:

- Installed energy-efficient lighting, double-paned windows, and a new door in Town Hall
- Installed a 25-kilowatt solar electric system on the Pavilion roof
- Installed electric car charging stations in the Parkade
- Joined the Marin Energy Authority and chose Marin Clean Energy deep green 100% renewable electricity for all Town operations
- Working with funding through the Non-Motorized Transportation Pilot Program, installed new sidewalks on Pastori Avenue and Sir Francis Drake Boulevard with the intention of increasing the mode share of cycling and walking for everyday transportation
- Adopted a Zero Waste resolution that commits the Town to reach a 94% diversion rate by 2020, and an ultimate goal of Zero Waste
- Purchased two hybrids and two fuel-efficient vehicles to optimize fuel utilization with plans for the Police Department to phase more fuel-efficient models into the police fleet as existing vehicles are replaced

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## 7.0 TOWN OF ROSS

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### 7.1 OVERVIEW

Nestled up against the southern border of the Town of San Anselmo and the western border of the City of San Rafael lies the Town of Ross. Originally incorporated in 1908, the Town encompasses an area of approximately 1.6 square miles<sup>39</sup> and has an estimated population of 2,550, making it the 10<sup>th</sup> largest incorporated space in Marin County. The census-designated place of Kentfield sits to the south and separates Ross and the City of Larkspur. Ross is a general law city with a low density of development.

Ross provides its residents with the municipal services of police, parks and recreation, public works, and street maintenance, and community development. Other municipal services to the town are provided by various special districts and joint powers agreements.

**Table 7-1: Town of Ross Overview**

Town of Ross Overview	
<b>Town Manager:</b>	Joe Chinn
<b>Main Office:</b>	31 Sir Francis Drake Boulevard, Ross
<b>Council Chambers:</b>	31 Sir Francis Drake Boulevard, Ross
<b>Formation Date:</b>	August 21, 1908
<b>Services Provided:</b>	Police, Parks & Recreation, Community Development, Street Maintenance, Public Works
<b>City Boundary:</b>	1.6 sq. mi. city limit; 1.6 sq. mi SOI
<b>Population Served:</b>	2,550

### 7.2 FORMATION AND DEVELOPMENT

The Town of Ross was named in remembrance of James Ross, a Scot from Inverness Shire, Scotland, who came to California to find gold in 1849. Seeing a continuous revenue stream to be capitalized in the lumber in the area, in 1857 James Ross purchased the 8,877-acre Rancho Punte de San Quentin y Canada de San Anselmo from Benjamin Buckelew for \$50,000 in gold coin. The sale also included a working steam sawmill at Point San Quentin. The area purchased comprised not only the San Quentin peninsula, but also modern-day Kentfield, Ross, and a part of San Anselmo. Ross passed away in 1862, leaving the land to his wife and three children.

Through the 1890s many estates were established in Ross by wealthy families from San Francisco looking for more rural property. This act increased dramatically in 1906 when the San Francisco earthquake brought many families who decided to reside permanently in Ross. In 1908, the first Ross Fire House was constructed, and the Town of Ross was incorporated. There were 750 homes at that time. Once the Town was incorporated, one of the first actions of the Town Council was

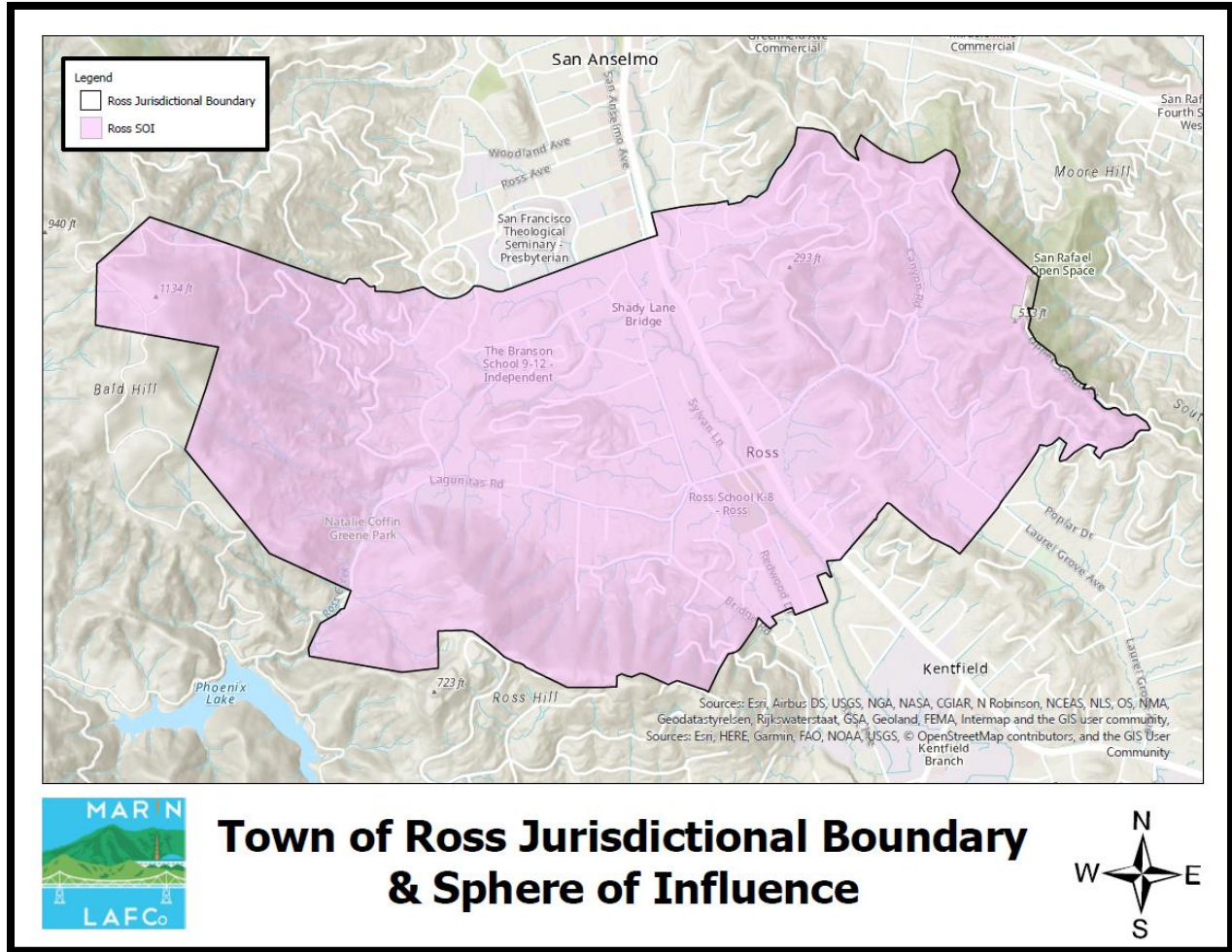
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<sup>39</sup> [Marin Map Viewer, Cities](#)

to outlaw the cutting of trees without Town approval, allowing the Town to reside under the canopy it now enjoys today.

### 7.3 JURISDICTIONAL BOUNDARY AND SPHERE OF INFLUENCE

Figure 7-1: Town of Ross Boundaries



The current Town of Ross jurisdictional boundary is roughly 1.6 square miles (984.8 acres). The entirety of the eastern border is contiguous with that of the City of San Rafael. To the north, the Town is bordered by the Town of San Anselmo, while the southern border is flanked by the unincorporated space of Kentfield.

Initially established in 1973, the Town’s original Sphere of Influence (SOI) extended well beyond its jurisdictional boundary. The SOI at that time included all of the incorporated area of Ross, as well as unincorporated open space areas to the west, and an unincorporated area just west of Wolfe Grade off of Laurel Grove Avenue known as Del Mesa. The sphere also overlapped with the Town of Fairfax’s sphere in the open space area to the south of unincorporated Fairfax and the north of unincorporated Ross. In 2007, Marin LAFCo updated the Town’s SOI in order to be more consistent with the definition of sphere of influence in the Cortese-Knox-Hertzberg Act, as much







## 7.5 ORGANIZATION STRUCTURE

### Governance

The Town of Ross is a general law city that operates under a council-manager form of government, in which legislative and policy functions are vested in the Town Council while the Town Manager conducts the day to day town business. The Town Council is comprised of 5 members. The position of Mayor is chosen by a vote of the Council and serves a one-year term. All members are elected to a four-year term. While Council elections have typically been held in June, as of March 3, 2020, the Council elections moved to March in order to coincide with the updated California State Primary Election date.

Town Council duties include establishing legislation and policies governing the Town; adopting all ordinances, resolutions, and major contracts; approving and modifying annual budgets; making appointments to advisory boards; commission and committees; and appointing the Town Manager and Town Attorney. Town Council meetings are regularly scheduled for the second Thursday of each month at 6:00 pm, in the Ross Town Council Chambers located at 31 Sir Francis Drake Boulevard.

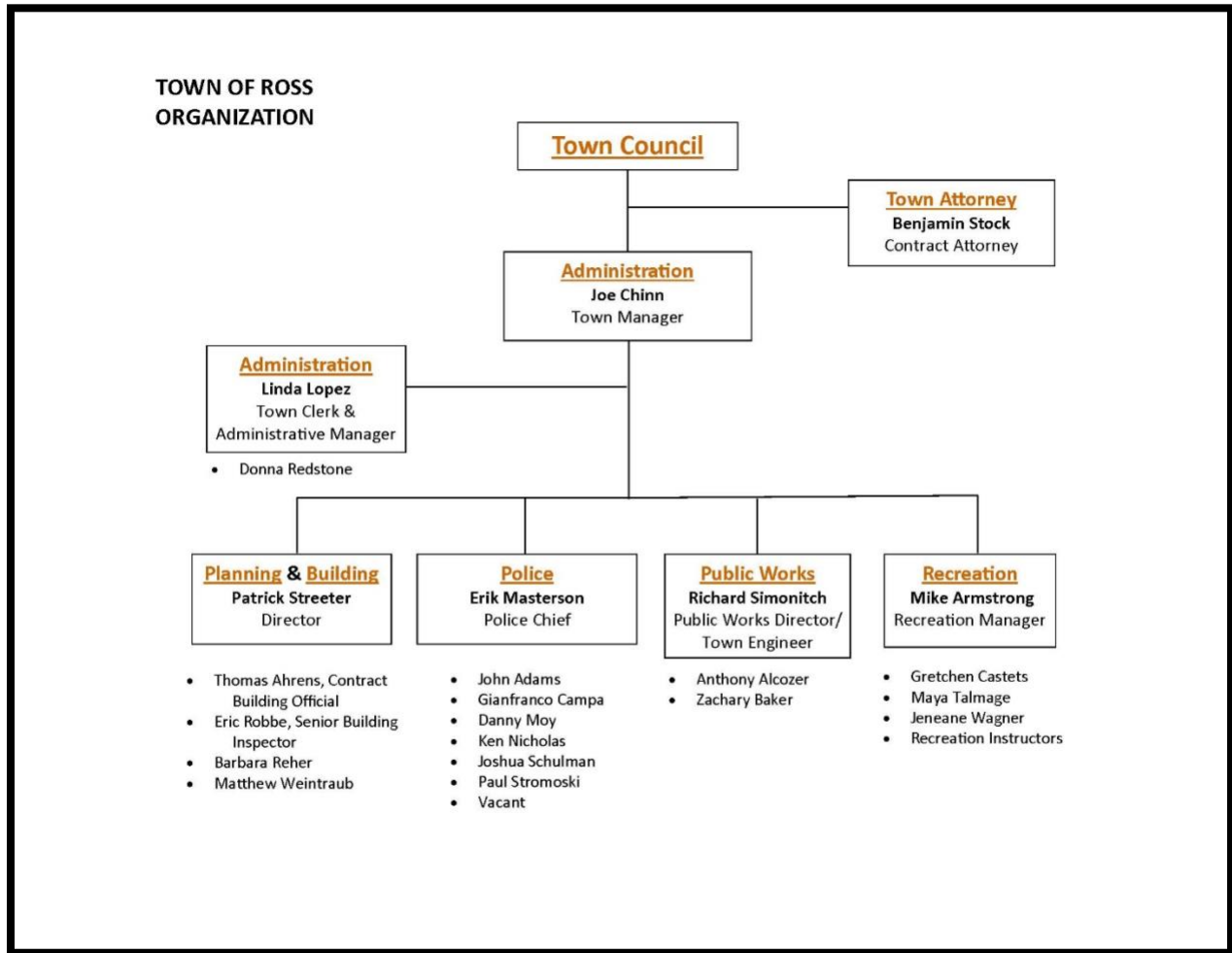
**Table 7-2: Town of Ross Town Council**

Member	Position	Term End
Julie McMillan	Mayor	2022
Elizabeth Robbins	Mayor Pro Tempore	2022
Elizabeth Brekhus	Member	2024
C. William Kircher, Jr.	Member	2024
P. Beach Kuhl	Member	2024

### Administration

The Town Manager is appointed by the Town Council and is responsible for Town operations management and policy implementation on behalf of the Town Council. The Town Manager is an at-will employee and administers the Town of Ross' departments. The current staffing level across all departments is 23.9 Full-Time Equivalent (FTE) employees. The Town's organization chart can be seen below.

**Figure 7-3: Town of Ross Organization Chart**



## 7.6 ACCOUNTABILITY AND TRANSPARENCY

When conducting service reviews and reviewing proposals, LAFCo considers an agency’s accountability for community service needs, including governmental structure, operational efficiencies, financial resources, and promoting public access. The Town offers multiple ways to keep citizens informed about services, meetings, finances, and decision-making processes. Public notices are posted on the website. Past meeting agendas and meeting minutes can be found in the Agendas/Minutes section of the Town’s website. Links to all Council meetings with the staff reports are emailed to approximately 1,170<sup>42</sup> email accounts of people subscribed to Town wide emails. The public may also provide verbal comments or concerns by phone or in person at Town Hall during business hours and/or at Town Council meetings during the public comment period. At this time, all legal requirements for public agency transparency are being met or exceeded.

<sup>42</sup> Town of Ross Staff Correspondence; July 1, 2020

## 7.7 MUNICIPAL SERVICES

The Town of Ross provides its residents with the municipal services of police, parks and recreation, public works, and street maintenance. The Town also partners with outside agencies for the provision of certain municipal services including water treatment and distribution, wastewater collection, treatment and disposal, garbage collection, and fire protection and emergency response. A description of these services is provided below.

### Fire and Emergency Response

Fire-related services and emergency medical response for the Town of Ross are provided by the Ross Valley Fire Department (RVFD), a joint powers authority encompassing the towns of San Anselmo, Fairfax, and Ross, as well as the unincorporated county area known as Sleepy Hollow. The percentages of the Fire Department budget for the four members are Ross 23.37% Fairfax 23.30%, San Anselmo 40.53%, and Sleepy Hollow 12.80%. For FY 2019-20, the Town's projected expenditures for RVFD are \$2,137,213, 25.2% of projected General Fund expenditures for the Town, and an increase of 5.3%<sup>43</sup> from FY 2018-19. RVFD, and all its correlating services to the Town of Ross, receive a full review in Section 8 of this document.

### Law Enforcement

The Town of Ross provides law enforcement services to all areas within the jurisdictional boundary. The Ross Police Department is located at 33 Sir Francis Drake Boulevard, adjacent to Town Hall. Projected expenditures for FY 2019/20 are \$1,802,918, 22% of General Fund expenditures. This appropriation is an increase of 8.6%<sup>44</sup> over the previous year's budgeted amount of \$1,691,251. Most of the increase can be attributed to an increase in wages and benefits of 8.2% over the prior year's budget. A complete breakdown of the department's budget can be seen below in figure 7-4.

The Police Department employs 8 sworn officers, which equates to 3.14 officers per 1,000 residents. The national average in 2016 (the most recent data available) was 2.17 sworn officers per 1,000 residents. A layout of some of the department's service indicators over the past 7 years can be seen below in Table 7-3.

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<sup>43</sup> [Town of Ross Budget FY 2019-20; Pg. 5](#)

<sup>44</sup> [Town of Ross Budget FY 2019-20; Pg. 5](#)

Figure 7-4: Town of Ross Police Department Budget

Town of Ross Operating Fund Police Department Expenditures Budget 2019 - 2020							
POLICE EXPENDITURES	Account	FY 16-17 Actual	FY 17-18 Actual	FY 18-19 Budget	FY 18-19 Est. Actual	FY 19-20 Budget	% change in Budget
<b>Wages</b>							
Police Chief	6033-20	\$ 136,088	\$ 141,751	\$ 144,420	\$ 144,859	\$ 152,784	5.8%
Police Sergeants	6034-20	212,577	220,045	228,120	228,120	234,984	3.0%
Police Officers	6035-20	367,514	379,329	390,464	395,000	409,758	4.9%
Overtime	6110-20	34,387	21,594	30,000	30,000	30,000	0.0%
EMT/Educational Incentive	6043-20	20,661	20,702	21,000	21,000	21,000	0.0%
Longevity Pay	6044-20	28,011	28,820	29,929	29,929	30,827	3.0%
Holiday Pay	6045-20	38,604	26,776	27,627	27,627	28,456	3.0%
Uniform Pay	6141-20	2,978	7,022	7,000	7,000	7,000	0.0%
Contingency for Comp Absences	6085-20	-	-	-	-	63,800	100.0%
<i>Subtotal</i>		840,820	846,039	878,561	883,535	978,608	11.4%
<b>Employee Benefits</b>							
PERS - Employer Share	6211-20	208,559	224,797	245,344	245,500	264,905	8.0%
Cafeteria Plan and Health Insurance	6231-20	148,393	150,683	161,093	153,000	164,317	2.0%
OPEB - retiree health care	6232-20	31,672	25,600	-	-	-	0.0%
Dental Insurance	6241-20	11,243	11,556	11,468	11,500	10,801	-5.8%
Life and Disability Insurance	6251-20	2,143	4,116	4,128	4,200	3,612	-12.5%
Payroll Taxes	6221-20	63,044	65,923	69,329	69,000	75,167	8.4%
Workers Comp	6261-20	62,637	64,212	73,640	65,632	65,077	-11.6%
<i>Subtotal</i>		527,691	546,887	565,002	548,832	583,879	3.3%
<b>Outside Services</b>							
Booking and Misc. Arrest Fees	6620-20	-	-	500	500	500	0.0%
Dispatching Services	6681-20	34,053	41,114	45,200	45,176	50,200	11.1%
J. Prandi Children's Center	6741-20	995	995	995	995	995	0.0%
Major Crimes Task Force	6700-20	850	15,480	16,800	16,749	17,062	1.6%
Marin County OES Service Contract	6760-20	3,676	-	3,700	3,716	3,800	2.7%
MERA	7101-20	20,454	20,650	20,709	20,709	21,024	1.5%
Payroll Processing Fees	6465-20	1,854	2,153	2,600	2,000	2,000	-23.1%
TRAK Wanted Persons System	6750-20	-	145	150	150	150	0.0%
<i>Subtotal</i>		61,882	80,537	90,654	89,995	95,731	5.6%
<b>Memberships and Organizations</b>							
Association Membership Dues	7961-20	962	300	700	700	700	0.0%
<i>Subtotal</i>		962	300	700	700	700	0.0%
<b>Maintenance and Repairs</b>							
Cleaning and Maintenance	6812-20	4,775	4,069	5,500	5,500	5,500	0.0%
Computer & Telecom Maintenance	8030-20	8,546	8,397	9,000	9,000	9,000	0.0%
Small Equipment and Repairs	7171-20	1,763	1,875	2,000	2,000	2,000	0.0%
Station Repairs	6810-20	5,778	18,019	10,000	50,000	25,000	150.0%
<i>Subtotal</i>		20,862	32,360	26,500	66,500	41,500	56.6%
<b>Vehicles</b>							
Vehicle Gas and Oil	7501-20	11,428	12,373	12,000	12,000	12,000	0.0%
Vehicle Repairs	7521-20	6,497	10,829	9,500	9,500	9,500	0.0%
<i>Subtotal</i>		17,925	23,202	21,500	21,500	21,500	0.0%
<b>Insurance</b>							
Insurance	8001-20	15,320	15,003	15,600	17,373	16,600	6.4%
Insurance Claims	8020-20	-	-	-	-	-	0.0%
<i>Subtotal</i>		15,320	15,003	15,600	17,373	16,600	6.4%

Town of Ross  
Operating Fund  
Police Department Expenditures  
Budget 2019 - 2020

POLICE EXPENDITURES	Account	FY 16-17 Actual	FY 17-18 Actual	FY 18-19 Budget	FY 18-19 Est. Actual	FY 19-20 Budget	% change in Budget
<b>Other</b>							
Cell Phones	7815-20	1,480	1,528	1,600	2,250	2,400	50.0%
Disaster Council	8089-20	-	-	-	-	4,000	100.0%
Duplication Costs	8091-20	1,540	1,680	1,700	1,700	2,600	52.9%
Email/Internet	7819-20	12,132	12,320	12,500	9,000	10,000	-20.0%
Emergency Generator Fuel Costs	8133-20	710	1,299	1,000	1,000	1,000	0.0%
Miscellaneous Expense	8041-20	359	398	500	500	500	0.0%
Mobile Data Terminal Fees	7818-20	2,510	2,516	2,600	2,600	2,600	0.0%
PG&E	7820-20	20,398	14,870	22,000	26,000	26,000	18.2%
Police Policy Maintenance	8081-20	3,983	4,182	4,200	4,266	4,300	2.4%
Publications	8082-20	155	108	300	300	300	0.0%
Supplies - Investigative	8120-20	194	244	350	350	350	0.0%
Supplies - Medical	8125-20	-	43	500	500	500	0.0%
Supplies - Office	8131-20	876	1,290	2,000	1,500	1,500	-25.0%
Supplies - Range	8100-20	1,444	1,235	1,700	1,700	1,700	0.0%
Telephones	7810-20	5,294	5,516	5,650	5,650	5,650	0.0%
Training and Classes	7922-20	2,461	4,507	4,500	4,500	-	-100.0%
Video Camera Grants	8134-20	-	-	1,000	1,000	1,000	0.0%
<b>Subtotal</b>		53,536	51,736	62,100	62,816	64,400	3.7%
Police Expenditures before CalPERS UAL		\$ 1,538,998	\$ 1,596,064	\$ 1,660,617	\$ 1,691,251	\$ 1,802,918	8.6%
Pension UAL pay down	6218-20	82,500	330,000	82,500	82,500	82,500	
<b>Total Police Expenditures</b>		\$ 1,621,498	\$ 1,926,064	\$ 1,743,117	\$ 1,773,751	\$ 1,885,418	

Table 7-3: Town of Ross Police Department Service Statistics

	2013	2014	2015	2016	2017	2018	2019
<b>Arrests</b>	11	31	24	7	7	11	8
<b>Parking Citations</b>	261	250	385	198	202	160	174
<b>Moving Citations</b>	123	169	139	62	111	142	69

### Public Works

The Public Works Department for the Town of Ross carries the municipal service responsibilities of management, maintenance, and construction of public facilities and infrastructure within the Town-maintained roads and public rights-of-way. Staff provides maintenance and complete minor repairs of the Town’s infrastructure including (but not limited to) curb striping, storm drainage system and repairs, streets and street signs, tree issues, catch basin cleaning, and minor slide cleanups. The Department also provides oversight and management of construction activities within the FEMA-designated floodplain and coordinates with other regulatory agencies on regional flood or traffic control projects that lie within the Town’s permitting jurisdiction.

The budgeted amount for the department for FY 2019-20 is \$884,117, 11% of the total General Fund expenditures. This amount is .4% less than the prior year’s budget. The decrease stems from



functions from this department related to building being transferred to the Planning and Building Department, causing a reduction in some expenses for the current fiscal year. The department is currently staffed with 3 full-time equivalent employees. A complete breakdown of the Public Works Department's recent budgets can be seen below in figure 7-5.

Figure 7-5: Town of Ross Department of Public Works Budget

Town of Ross Operating Fund Public Works Department Expenditures Budget 2019 - 2020							
PUBLIC WORKS	Account	FY 16-17 Actual	FY 17-18 Actual	FY 18-19 Budget	FY 18-19 Est. Actual	FY 19-20 Budget	% change in Budget
<b>Wages</b>							
Director Pub Works/Town Engineer	6090-30	\$ 75,516	\$ 138,343	\$ 149,321	\$ 149,321	\$ 156,923	5.1%
Director of PW - Other Pay	6091-30	2,067	3,610	3,600	3,600	3,600	0.0%
Public Works Superintendent	6100-30	64,951	101,779	104,516	104,516	107,656	3.0%
Public Works Supt - other pay	6101-30	-	1,662	2,400	2,400	2,400	100.0%
Public Works - Maint Worker	6112-30	50,653	54,768	59,051	59,051	63,258	7.1%
Building and PW Secretary	6150-30	55,492	44,087	-	-	-	0.0%
In Lieu Health	6173-30	2,256	1,595	-	-	-	0.0%
<b>Subtotal</b>		250,935	345,844	318,888	318,888	333,837	4.7%
<b>Employee Benefits</b>							
PERS - Employer Share	6210-30	32,763	45,314	55,684	49,000	53,099	-4.6%
Cafeteria Plan and Health Insurance	6230-30	49,884	60,012	89,260	61,600	63,125	-29.3%
OPEB - retiree health care	6232-30	11,036	8,000	-	-	-	0.0%
Dental Insurance	6240-30	3,514	4,333	5,734	4,800	4,629	-19.3%
Life & Disability Insurance	6250-30	2,164	2,541	2,915	2,160	2,215	-24.0%
Payroll Taxes	6220-30	19,928	27,092	29,011	23,200	24,540	-15.4%
Worker's Comp Insurance	6260-30	10,622	22,110	26,874	20,151	23,706	-11.8%
Uniform Reimb.	6140-30	817	398	-	-	-	0.0%
<b>Subtotal</b>		130,728	169,800	209,478	160,911	171,314	-18.2%
<b>Outside Services</b>							
Animal Services	6600-30	23,505	22,934	24,000	22,104	26,709	11.3%
Arborists	6410-30	6,133	6,161	7,000	11,000	9,000	28.6%
Engineering Services - Encroachments	6439-30	47,598	-	-	-	-	0.0%
Engineering Services - Other	6440-30	79,921	1,728	5,000	11,000	20,000	300.0%
Outside Services - maintenance work	6115-30	-	3,300	5,000	4,000	4,000	-20.0%
Payroll Processing Fees	6465-30	715	861	1,100	1,000	1,000	-9.1%
<b>Subtotal</b>		157,872	34,984	42,100	49,104	60,709	44.2%
<b>Memberships &amp; Organizations</b>							
Assoc/Organizations/Dues	7960-30	-	221	500	500	500	100.0%
Marin General Services Authority	6655-30	3,610	3,611	3,700	5,395	5,375	45.3%
Marin Map	6630-30	6,000	6,000	6,000	6,000	6,000	0.0%
MCSTOPPP - Marin Co Pollution Prevention	6650-30	8,260	10,175	9,269	9,269	9,623	3.8%
MTC - StreetSavers Subscription	6657-30	750	-	750	750	750	0.0%
Storm Water Fees-State and Nat'l	6651-30	6,556	7,192	7,200	7,330	7,300	1.4%
Transportation Authority of Marin-dues	6640-30	5,709	5,709	5,900	5,691	5,800	-1.7%
<b>Subtotal</b>		30,885	32,908	33,319	34,935	35,348	6.1%
<b>Building and Land Maintenance</b>							
Building Maintenance	6810-30	7,510	13,987	12,000	12,000	12,000	0.0%
Creek Maintenance	6900-30	7,998	7,261	10,000	10,000	10,000	0.0%
Drainage Maintenance	6910-30	4,073	8,624	9,000	9,000	9,000	0.0%
Park Maintenance - Coffin Greene	7010-30	8,070	7,362	8,500	8,500	8,500	0.0%
Park Maintenance - F.S. Allen	7000-30	13,796	11,290	13,500	13,500	13,500	0.0%
Park Maintenance - Ross Common County of Marin Measure A Parks	7020-30	22,751	22,164	19,000	25,000	25,000	31.6%
Pest Control	6841-30	3,395	4,065	4,000	4,000	4,000	0.0%
6 Redwood Parcel Maintenance	6840-30	-	47	1,000	1,000	1,000	0.0%
Sanitation	7840-30	3,347	3,595	3,800	3,818	3,900	2.6%
Town Hall/Post Office Landscaping	6809-30	530	-	6,000	6,000	6,000	0.0%
Water	7850-30	8,216	12,875	15,000	15,000	15,000	0.0%
<b>Subtotal</b>		79,686	91,270	101,800	107,818	107,900	6.0%

Town of Ross  
Operating Fund  
Public Works Department Expenditures  
Budget 2019 - 2020

PUBLIC WORKS	Account	FY 16-17 Actual	FY 17-18 Actual	FY 18-19 Budget	FY 18-19 Est. Actual	FY 19-20 Budget	% change in Budget
<b>Street Maintenance</b>							
Bridge Maintenance and Repair	6905-30	-	-	10,000	5,000	5,000	100.0%
PG&E - Street Lights	7830-30	33,613	32,741	37,000	35,000	33,000	-10.8%
Roadway Striping and Curb Painting	7200-30	326	317	2,000	2,000	2,000	0.0%
Median Island Maintenance	7215-30	102	186	1,000	1,000	1,000	0.0%
Street Signs	7240-30	510	653	1,500	3,500	2,000	33.3%
Street Sweeping	7210-30	52,000	52,000	52,000	52,000	52,000	0.0%
Street Maintenance - Other	7209-30	64	513	1,000	1,000	1,000	0.0%
Traffic Signal Maintenance	7250-30	4,033	3,009	6,000	7,000	5,000	-16.7%
<b>Subtotal</b>		90,648	89,419	110,500	106,500	101,000	-8.6%
<b>Tree Maintenance -</b>							
Tree Planting and Replacement	7440-30	1,696	1,329	2,000	2,000	4,000	100.0%
Tree Pruning & Maintenance	7400-30	7,245	7,481	7,500	11,000	9,000	20.0%
Tree Removal	7430-30	20,507	14,650	15,000	15,000	18,000	20.0%
<b>Subtotal</b>		29,448	23,460	24,500	28,000	31,000	26.5%
<b>Vehicles</b>							
Vehicles - Gas & Oil	7500-30	2,670	2,213	2,400	2,400	2,400	0.0%
Vehicles - Repairs	7520-30	3,850	4,921	4,000	4,000	4,000	0.0%
<b>Subtotal</b>		6,520	7,134	6,400	6,400	6,400	0.0%
<b>Insurance</b>							
Insurance	8000-30	15,320	15,003	15,600	17,372	16,600	6.4%
Insurance Claims/Costs	8020-30	-	-	-	-	-	0.0%
<b>Subtotal</b>		15,320	15,003	15,600	17,372	16,600	6.4%
<b>Rents</b>							
Portable Office Space	8033-30	7,885	9,851	-	-	-	0.0%
<b>Subtotal</b>		7,885	9,851	-	-	-	0.0%
<b>Other</b>							
Miscellaneous	8040-30	-	-	-	105	100	100.0%
PG&E - Buildings	7820-30	8,454	15,738	9,500	3,800	4,000	-57.9%
Permit Tracking License - annual fee 20%	8088-30	-	4,967	4,980	-	5,210	4.6%
Publications, Codes, etc.	8080-30	387	663	700	700	700	0.0%
Small Equipment	7170-30	1,851	2,104	2,000	2,600	2,000	0.0%
Supplies - Office	8130-30	7,688	2,984	4,000	4,000	4,000	0.0%
Telephones	7810-30	1,598	1,849	2,000	2,000	2,000	0.0%
Training & Classes	7920-30	135	1,670	2,000	2,000	2,000	0.0%
<b>Subtotal</b>		20,113	29,975	25,180	15,205	20,010	-20.5%
<b>Public Works Expend before CalPERS UAL</b>		<b>\$ 820,040</b>	<b>\$ 849,648</b>	<b>\$ 887,765</b>	<b>\$ 845,133</b>	<b>\$ 884,117</b>	<b>-0.4%</b>
Pension UAL pay down	6217-30	17,500	76,969	17,500	17,500	17,500	
<b>Total Public Works Expenditures</b>		<b>\$ 837,540</b>	<b>\$ 926,617</b>	<b>\$ 905,265</b>	<b>\$ 862,633</b>	<b>\$ 901,617</b>	

A few of the notable accomplishments by the department in FY 2018-19 include:

- Completed renovation of historic picnic area and picnic structure at Natalie Coffin Green Park
- Performed surface and subsurface restoration on 3 residential streets
- Continued processing of CEQA clearance for bridge replacement project
- Processed 94 encroachment permits for work in the Public Right of Way



Major projects that have been completed thus far in FY 2019-20 include:

- Replaced a major underground stormwater collection system in Bolinas Avenue (in partnership with the Town of San Anselmo)
- Restored part of Ross Common for park and open space purposes
- Performed surface and subsurface restoration on 5 residential streets
- Completed processing of CEQA clearance for bridge replacement project
- Processed 56 encroachment permits for work in the Public Right of Way

## Water

Water services to the Town of Ross are provided by the Marin Municipal Water District (MMWD), an independent special district, which is a separate local agency from the Town of Ross. The District's services are reviewed separately in Marin LAFCo's Countywide Water Service Study (2016). This study can be viewed at [marinlafco.org](http://marinlafco.org).

MMWD's jurisdictional boundary spans 148 square miles. 61% of this area is unincorporated and the additional 39% lies in 10 cities/towns, including the entirety of Ross and its surrounding unincorporated areas. MMWD is currently authorized to provide three specific services within its jurisdictional boundary: (1) domestic water; (2) non-potable water; (3) and recreation. The district's governing board is comprised of 5 members who are elected by electoral divisions to staggered 4-year terms. The Town of Ross is represented by electoral division 3. Larry Bragman is the elected official currently holding the seat for Division 3. MMWD currently meets on the first and third Tuesday of each month at 7:30 p.m. at the District's Administrative Office at 220 Nellan Avenue in Corte Madera.

## Wastewater

Wastewater services to the Town of Ross are provided by Ross Valley Sanitary District (RVSD). The District was established in 1899 and encompasses an approximate 19.7 square mile jurisdictional boundary within east-central Marin County. Governance is provided by an independent five-member Board of Directors whose members are elected at-large to staggered four-year terms.

RVSD is currently organized as a single-purpose agency with municipal operations limited to wastewater collection though it is empowered – subject to LAFCo approval – to provide solid waste (including collection), recycled water, and storm drainage services. RVSD maintains an approximate 202-mile collection system with its own personnel while contracting – and as a signatory – with the Central Marin Sanitation Agency (CSMA) for wastewater treatment and disposal services.

The District's services are reviewed separately in full in Marin LAFCo's Central Marin Wastewater Services Study (2017). This study can be viewed at [marinlafco.org](http://marinlafco.org).

## Parks and Recreation

The Town of Ross provides its residents recreation and leisure services by way of the Ross Recreation Department. The department was formed in 1972 in order to offer recreation and community service to the Town's residents as well as neighboring areas. Offering just a few basic classes in its infancy, the department now offers more than 100 classes annually for participants ranging from infants to seniors. The department's program offerings include youth and adult sports, after school enrichment, youth summer camps, special interest classes, and community events.

The recreation department is funded primarily by user fees. The vast majority of these user fees (97%) come from the department's youth program offerings. The department's outstanding engagement of local youths is highlighted by its after-school program called Kids Club, as well as its multiple summer camps and youth special interest classes. With 6.5 full-time equivalents (FTE) employees, the department offers a myriad of programs by way of staff and independent contractors. Facility access for many of the programs that the department offers is obtained through a long-term lease agreement with the Ross School District.

Prior to FY 2019-20, the Town used a stand-alone fund for budgeting purposes for the department. This Recreation Fund transferred out its remaining monies<sup>45</sup> (\$364,058) in FY 2019-20 to the Facilities and Equipment fund for the restoration of the Natalie Coffin Greene Park. Moving forward, the recreation department is incorporated into the Town's operating fund. For FY 2019-20, projected expenditures for the department are \$860,849, which is 2.3% less than the previous year's expenditures of \$907,923. Projected departmental revenues of \$783,100 are expected to be 6% less than FY 2018-19's revenues of \$854,320. The Ross Recreation Department's financials can be viewed below in figures 7-6 and 7-7.

**Figure 7-6: Town of Ross Recreation Department Revenue**

Recreation Revenue							
Adult Classes	5350-95	8,370	10,065	10,000	10,000	10,000	0.0%
Kids Classes	5352-95	726,049	758,476	800,000	765,000	780,000	-2.5%
Tennis Revenue	5361-95	3,220	6,040	3,500	5,000	3,500	0.0%
Rental Income - Field	5182-95	15,580	16,590	17,000	8,520	14,000	-17.6%
Contributions	5400-95	500	-	-	-	-	0.0%
Special Events - July 4th etc	5486-95	-	5,060	6,000	3,600	3,600	-40.0%
Miscellaneous Revenue	5487-95	342	-	-	200	-	100.0%
RV Sanitary Dist - reimbursements	5485-95	-	-	-	65,000	-	100.0%
Preschool related revenue	Various	219,383	310,034	25,000	25,000	-	-100.0%
Credit Card Fees	5362-95	(27,082)	(26,469)	(28,000)	(28,000)	(28,000)	0.0%
<b>Subtotal</b>		<b>946,362</b>	<b>1,079,796</b>	<b>833,500</b>	<b>854,320</b>	<b>783,100</b>	<b>-6.0%</b>

<sup>45</sup> [Town of Ross Budget FY 2019-20; Pg. 9](#)

Figure 7-7: Town of Ross Recreation Department Expenditures

RECREATION EXPENDITURES	Account	FY 16-17 Actual	FY 17-18 Actual	FY 18-19 Budget	FY 18-19 Est. Actual	FY 19-20 Budget	% change in Budget
<b>Wages</b>							
Recreation Manager (75% time)	6180-95	80,176	82,624	84,872	84,872	87,422	3.0%
Recreation Specialists	6182-95	64,535	51,023	76,338	76,338	80,150	5.0%
Recreation Instructors and Leaders	6192-95	188,427	199,195	205,000	195,000	200,000	-2.4%
Admin Assistant	6184-95	15,985	12,767	8,253	8,253	8,500	3.0%
Admin Clerk	6186-95	6,897	7,970	11,990	7,000	5,098	-57.5%
In Lieu Health	6173-95	2,256	3,364	5,250	5,850	5,850	11.4%
Office Asst to Town	6109-95	14,991	-	-	-	-	0.0%
Preschool Teachers	6190-95	110,903	141,899	-	-	-	0.0%
<i>Subtotal</i>		484,170	498,842	391,702	377,313	387,020	-1.2%
<b>Employee Benefits</b>							
PERS - Employer Share	6210-95	12,226	11,798	16,947	16,947	17,362	2.4%
Cafeteria Plan and Health Insurance	6230-95	-	-	-	-	-	0.0%
OPEB - retiree health care	6232-95	1,600	1,600	-	-	-	0.0%
Dental Insurance	6240-95	-	328	1,077	1,373	1,739	100.0%
Life & Disability Insurance	6250-95	639	954	1,602	1,602	1,602	0.0%
Payroll Taxes	6220-95	42,741	43,498	33,211	33,211	32,799	-1.2%
Worker's Comp Insurance	6260-95	14,246	14,824	11,346	11,346	9,827	-13.4%
<i>Subtotal</i>		71,452	73,002	64,184	64,479	63,329	-1.3%
<b>Outside Services</b>							
Accountant	6400-95	6,536	5,041	6,000	5,000	-	-100.0%
Attorneys	6420-95	78,449	10,716	6,000	3,000	5,000	-16.7%
Audit	6430-95	2,000	-	-	-	-	0.0%
Brochure	8206-95	7,235	5,743	2,000	2,000	2,000	0.0%
Custodial Services	6660-95	5,594	5,265	5,500	5,000	5,000	-9.1%
Consultants - Other	6448-95	3,956	58	1,000	1,000	1,000	0.0%
Contractors - Preschool	6451-95	5,130	4,640	-	1,850	-	-100.0%
Contractors - Program	6449-95	209,881	189,548	210,000	190,000	205,000	-2.4%
Consultants - Website	6450-95	15,156	7,978	10,000	10,000	10,000	0.0%
Payroll Processing Fees	6465-95	4,098	4,736	4,000	3,500	3,500	-12.5%
<i>Subtotal</i>		338,035	233,725	244,500	221,350	231,500	-5.3%
<b>Rent</b>							
Rent - Program	8036-95	6,526	9,291	8,000	10,000	10,000	25.0%
Rent - Ross School - summer program	8037-95	2,060	6,388	7,500	7,500	7,500	0.0%
Rent - Preschool at St. John's	8035-95	82,097	80,345	1,250	1,250	-	-100.0%
Lease Termination Fee - St. John's	8035-95	-	15,000	-	-	-	-
<i>Subtotal</i>		90,683	111,024	16,750	18,750	17,500	4.5%
<b>Maintenance and Repairs</b>							
Park Maintenance - Ross Common	7020-95	21,313	22,598	20,000	90,000	25,000	25.0%
Tennis/Paddle Court Maintenance	7032-95	3,921	7,992	4,000	4,000	4,000	0.0%
Maintenance - Other	6932-95	-	-	-	2,429	-	0.0%
<i>Subtotal</i>		25,234	30,590	24,000	96,429	29,000	20.8%
<b>Insurance</b>							
Insurance	8000-95	15,320	15,004	15,600	17,372	16,600	6.4%
Insurance Claims/Costs	8020-95	-	-	-	-	-	0.0%
<i>Subtotal</i>		15,320	15,004	15,600	17,372	16,600	6.4%
<b>Other - Preschool Expense</b>							
Other Preschool Expense	Various	14,040	30,038	-	-	-	0.0%
<i>Subtotal</i>		14,040	30,038	-	-	-	0.0%
<b>Program Expense</b>							
Program Expense for Classes	8250-95	75,786	56,814	85,000	75,000	80,000	-5.9%
<i>Subtotal</i>		75,786	56,814	85,000	75,000	80,000	-5.9%

RECREATION EXPENDITURES		FY 16-17	FY 17-18	FY 18-19	FY 18-19	FY 19-20	% change
Account	Actual	Actual	Budget	Est. Actual	Budget	in Budget	
<b>Other</b>							
Advertising	8204-95	6,275	8,660	4,500	4,500	4,500	0.0%
Bank Charges	6466-95	107	148	200	200	200	0.0%
Miscellaneous	8040-95	1,727	1,698	2,500	2,500	2,500	0.0%
Postage	8208-95	91	211	200	200	200	0.0%
Special Events and Activities	7940-95	1,802	10,119	12,000	13,000	12,000	0.0%
Supplies	8130-95	2,130	3,961	3,500	3,500	3,500	0.0%
Telephone	7810-95	5,190	6,078	6,500	2,700	3,000	-53.8%
<b>Subtotal</b>		17,322	30,875	29,400	26,600	25,900	-11.9%
<b>Debt Service</b>							
Ross School - Lease - interest	8525-95	9,465	9,438	9,410	9,410	9,380	-0.3%
Ross School - Lease - principal	8525-95	535	562	590	590	620	5.1%
<b>Subtotal</b>		10,000	10,000	10,000	10,000	10,000	0.0%
<b>Recreation Expend before CalPERS UAL &amp; Arrears</b>		\$ 1,142,042	\$ 1,089,914	\$ 881,136	\$ 907,293	\$ 860,849	-2.3%
Pension UAL pay down	6217-95	-	5,105	-	-	-	
<b>Total Recreation Expenditures</b>		\$ 1,142,042	\$ 1,095,019	\$ 881,136	\$ 907,293	\$ 860,849	-2.3%

## 7.8 FINANCIAL OVERVIEW

The Town of Ross prepares an annual report on the Town's financial statements in accordance with established governmental accounting standards. The most recent audited financial statement was prepared by the independent certified accounting firm, Eide Bailly LLP, which issued an unqualified, opinion on the Town's financial statements for the fiscal year ending on June 30, 2019. An unqualified opinion is an independent auditor's judgment that a company's financial statements are fairly and appropriately presented, without any identified exceptions, and in compliance with generally accepted accounting principles.

The town adopts an annual budget which is effective July 1<sup>st</sup> for the ensuing fiscal year. The budget reflects estimated revenues and expenditures. Appropriations and spending authorizations are approved by the Town Council. The Town Council may amend the budget by resolution during the fiscal year in order to respond to emerging needs, changes in resources, or shifting priorities. Expenditures may not exceed appropriations at the fund level, which is the legal level of control. The Town Manager is authorized to transfer budgeted amounts between accounts, departments, or funds. During the writing of this document, the Town adopted its budget for fiscal year 2020-21. While the financial data that was analyzed for this study was based on what was publicly available at the time (FY 2019-20 and prior), a link to the current budget is available in the footnoted link below.<sup>46</sup>

### Revenues and Expenditures

The FY 2019-20 expenditure budget for the Town of Ross is \$8,375,353. The expenditure budget is supported predominantly by a projected revenue of \$7,513,060, with the remaining difference coming from the Public Safety Tax (\$866,992) as well as funds retained from previous periods for capital projects and prior year unallocated resources.

For FY 2019-20, the Town reports that funds for general operations are projected to be \$324,260, or 4.5% higher than those of the previous year, while operating uses are projected to grow by

<sup>46</sup> [Town of Ross Budget FY 2020-21](#)

\$557,107, or 6% from the previous year. A few of the key contributing factors in the increase<sup>47</sup> in expenditure projections include:

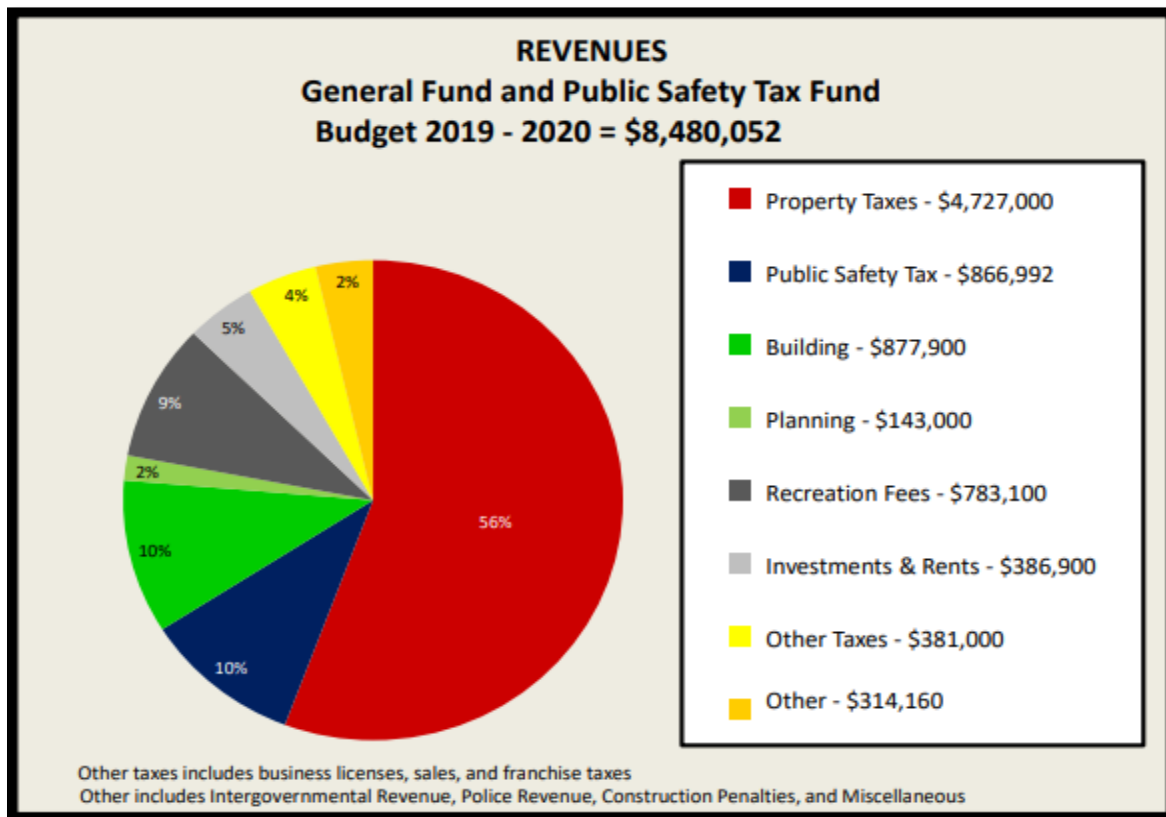
- 3.9% increase in wages and benefits over FY 2018-19
- 4.7% increase in General Government over FY 2018-19
- 20.5% increase in Planning and Building over FY 2018-19

Likewise, some of the main components of the increased revenue projections include:

- 5.7% increase in projected basic property tax revenue over FY 2018-19
- 29.5% increase in projected investment income and rents over FY 2018-19
- 13.6% increase in projected excess ERAF funds over FY 2018-19

The Town derives revenue from several sources. Primary revenue sources include property taxes (56%), Public Safety Tax (10%), building (10%), and recreation fees (10%). Other revenues include investments and rents, other taxes (such as sales and transient occupancy tax), and planning. A full breakdown of both revenue and expenditure percentages for the Town for FY 2019-20 can be seen in figures 7-8 and 7-9 below, as well as the General Fund summary for the past 4 years in figure 7-10.

**Figure 7-8: Town of Ross Revenues Chart**



<sup>47</sup> [Town of Ross Budget FY 2019-20; Pg. 5](#)

Figure 7-9: Town of Ross Expenditures Chart

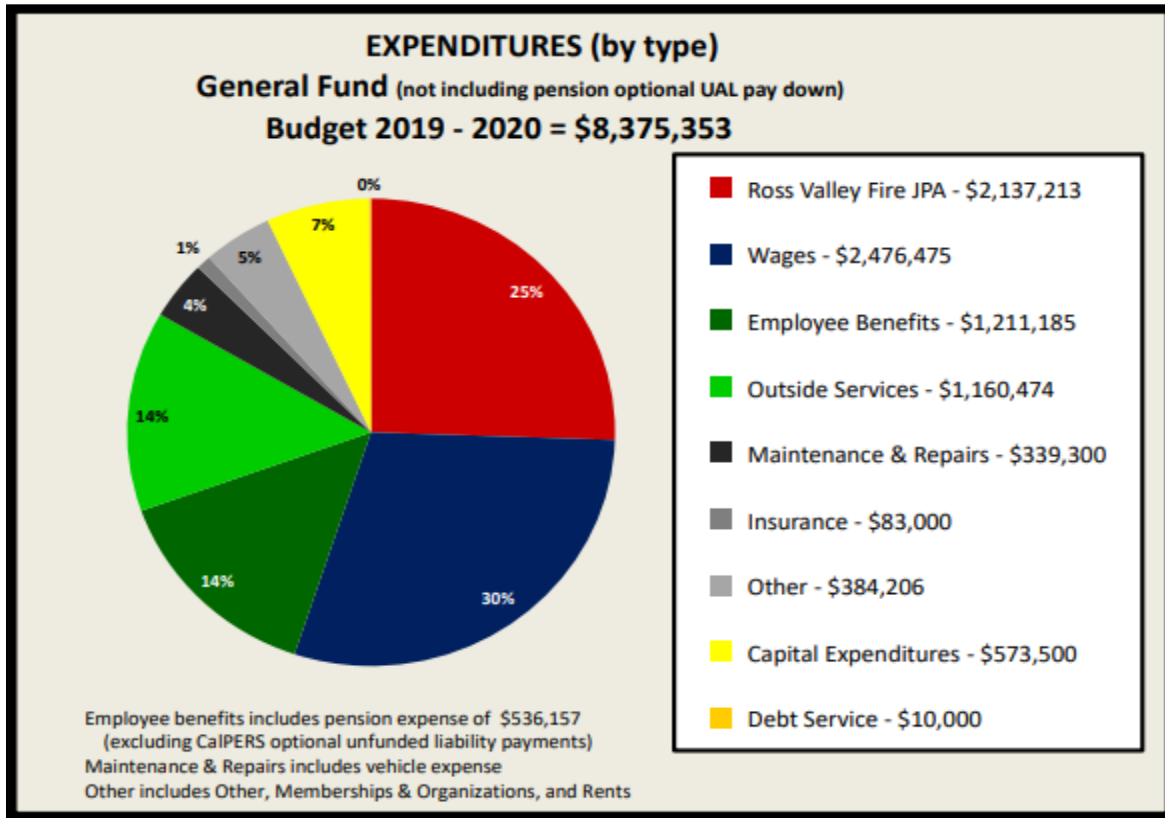


Figure 7-10: Town of Ross Expenditures by Department

Expenditures BY DEPARTMENT	FY 16-17 Actual	FY 17-18 Actual	FY 18-19 Budget	FY 18-19 Est. Actual	FY 19-20 Budget	% change in Budget
<b>General Fund</b>						
General Government	\$ 773,882	\$ 781,310	\$ 872,181	\$ 847,588	\$ 913,458	4.7%
Fire	1,872,273	2,043,525	2,168,518	2,188,868	2,297,045	5.9%
Police	1,538,998	1,596,064	1,660,617	1,691,251	1,802,918	8.6%
Planning and Building	194,724	884,486	866,129	812,188	1,043,466	20.5%
Public Works	1,201,316	849,648	887,765	845,133	884,117	-0.4%
Recreation	1,132,042	1,079,914	871,136	897,293	850,849	-2.3%
<b>Subtotal</b>	<b>6,713,235</b>	<b>7,234,947</b>	<b>7,326,346</b>	<b>7,282,321</b>	<b>7,791,853</b>	<b>6.4%</b>
Capital Expenditures	318,309	435,613	565,000	525,925	573,500	1.5%
Debt Service	20,938	10,000	10,000	10,000	10,000	0.0%
<b>Total General Fund Expenditures</b>	<b>7,052,482</b>	<b>7,680,560</b>	<b>7,901,346</b>	<b>7,818,246</b>	<b>8,375,353</b>	<b>6.0%</b>



## Debt

The Town of Ross generally incurs long-term debt to finance projects or purchase assets that will have useful lives equal to or greater than the related debt. High debt levels can overburden a municipality, while low debt levels may indicate underutilized capital investment capacity. The totality of the Town's debt obligations for the fiscal year ended June 30, 2019, is \$187,605. The Town's current long-term debt obligations are as follows:

- Capital Lease – In November of 2012, the Town signed a memorandum of understanding (MOU) with the Ross School District in order to lease a building on which the Town pays a minimum of \$10,000 per year to have access to a minimum of eight classes to conduct recreation classes. The present value of minimum lease payments for this obligation at year-end (FY 18/19) was \$187,605.
- Compensated Absences – Town employees accumulate earned but unused vacation, sick, and compensatory benefits, some of which can be converted to cash at the termination of employment. At year-end (FY 18/19), \$326,032 was reported, which is an increase of \$18,723 over the previous year.

The Town also provides a pension plan for employees and is part of the California Public Employees Retirement System (CalPERS). CalPERS provides retirement, disability, and death benefits based on the employee's years of service, age, and final compensation. As of June 30, 2019, the Town's Net Pension Liability was \$3,367,736. As of the most recent CalPERS Actuarial Valuation on June 30, 2018, the Town's pension funded ratio was 83.7%. In addition to the pension plan, the Town provides other post-employment benefits (OPEB) to its retirees. As of June 30, 2019, the Town carried a net OPEB asset of \$182,894. As of the June 30, 2017, actuarial valuation, the Town had 26 employees, both active and inactive, in its OPEB plan.

## 7.9 SUSTAINABILITY

In November 2010, the Town of Ross adopted its Climate Action Plan, assessing its greenhouse gas footprint and proposed policies and programs to reduce greenhouse gas emissions town-wide by 15% based on 2005 levels by the year 2020 and by 40% below 1990 levels by the year 2030. The plan outlines programs for attaining sustainable lifestyles, building standards, environmental protection, and economic development within the Town. In a study released in September 2018 of the Town's 2016 community emissions, the Town had already reduced its community emissions by 23% from the 2005 levels. In that time, the Town has reduced emissions from approximately 15,723 metric tons of carbon dioxide equivalents to 12,122. In order to meet the 2030 goal, the Town must reduce emissions by another 4,100. Emissions reductions in the seven tracked community sectors over the course of 2005-2016 can be seen below in figure 7-11



Figure 7-11: Town of Ross Community Emissions Reductions

Year	Residential	Commercial	Transportation	Waste	Off-Road	Water	Wastewater	Total	% Change from 2005
2005	8,217	995	5,442	737	161	84	85	15,723	
2006	8,029	959	4,797	740	168	77	83	14,852	-6%
2007	8,825	1,146	4,879	677	202	93	97	15,918	1%
2008	8,873	1,107	4,918	583	168	90	98	15,836	1%
2009	8,567	1,081	4,993	501	148	84	90	15,464	-2%
2010	8,039	1,010	4,916	497	139	50	81	14,732	-6%
2011	8,161	993	4,916	484	138	36	78	14,805	-6%
2012	8,010	876	4,847	502	136	38	81	14,490	-8%
2013	7,842	848	4,699	512	135	45	81	14,162	-10%
2014	6,497	718	4,542	516	132	37	75	12,517	-20%
2015	6,629	701	4,403	537	129	31	74	12,504	-20%
2016	6,428	638	4,212	625	125	22	72	12,122	-23%
Change from 2005	-1,789	-357	-1,230	-113	-36	-63	-13	-3,601	
% Change from 2005	-22%	-36%	-23%	-15%	-22%	-74%	-15%	-23%	

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## 8.0 ROSS VALLEY FIRE DEPARTMENT

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### 8.1 OVERVIEW

The Ross Valley Fire Department (RVFD) is a Joint Powers Authority (JPA) that is comprised of the fire departments from the towns of San Anselmo, Ross, and Fairfax, as well as the Sleepy Hollow Fire Protection District. The RVFD boundary surrounds approximately 9 square miles of the Upper Ross Valley area in the heart of Marin County. This area, along with the towns, includes the entirety of the Census Designated Place (CDP) of Sleepy Hollow as well as the unincorporated area west of the San Rafael City Limits, Baywood Canyon and east of Baywood Canyon in Fairfax, south of the Sleepy Hollow Fire Protection District and north of the Meadow Club. The department serves a population of approximately 25,000 in the Upper Ross Valley corridor. The last Municipal Service Review that included RVFD was conducted in April of 2007 as part of the Ross Valley Area Service Review and Sphere of Influence Update.

The primary function of RVFD is to provide structural fire and emergency medical response to the Town of San Anselmo, Town of Ross, Town of Fairfax, and the unincorporated area of Sleepy Hollow. The RVFD also participates in the Marin County and California Mutual Aid System with nearby fire districts and responds to wildland fires as needed.

**Table 8-1: Ross Valley Fire Department Overview**

Ross Valley Fire Department Overview			
<b>Primary Contact:</b>	Chief Jason Weber	<b>Phone</b>	(415)-435-7200
<b>Main Office:</b>	777 San Anselmo Avenue, San Anselmo		
<b>Formation Date:</b>	1982		
<b>Services Provided:</b>	Fire Protection and Emergency Response		
<b>Service Area:</b>	5,735 acres		
<b>Population Served:</b>	≈25,000		

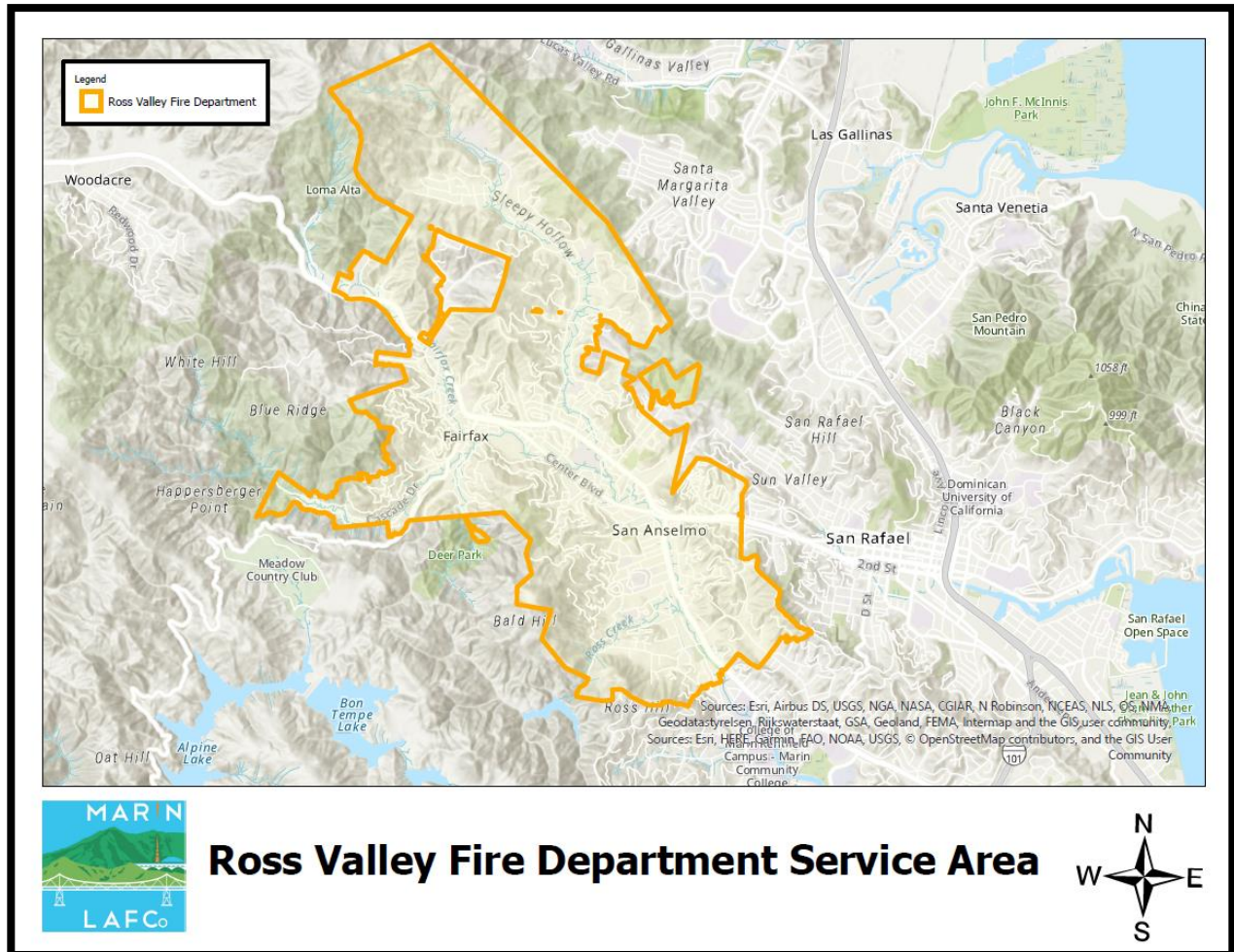
### 8.2 FORMATION AND DEVELOPMENT

The Ross Valley Fire Department's formation can be traced back to the early 1900s with the creation of the earliest volunteer fire departments that were created within the Towns of Ross, San Anselmo, and Fairfax at the time of their inceptions. San Anselmo was the earliest to spawn its department, with the San Anselmo Volunteer Fire Department forming in 1907. Not far behind, the Town of Ross erected the Ross Fire House in 1908, and the Ross Volunteer Fire Department was established in 1910. Also in 1910, the Town of Fairfax Volunteer Fire Department was established as a function of the Fairfax Improvement Club. The Sleepy Hollow Fire Protection District was established in 1949, with what is now Fire Station 20 being built in 1961.

In 1982, the Town of San Anselmo and the Town of Fairfax consolidated their two departments in order to form the Ross Valley Fire Department. The goal of the consolidation was to provide a

larger and more efficient fire service that could provide a higher level of fire protection and emergency response to the residents of San Anselmo, Fairfax, and Sleepy Hollow. Robert Beedle, the Fire Chief for San Anselmo at the time, became the first Ross Valley Fire Chief. In 2009, the Town of Ross contracted with the Ross Valley Fire Department for Battalion Chief staffing coverage, laying some of the groundwork for the relationship that would ultimately lead to the Town of Ross voting to consolidate fire services with the Ross Valley Fire Department.

**Figure 8-1: Ross Valley Fire Department Boundary**



### 8.3 MUNICIPAL SERVICES

#### Fire Protection and Emergency Response

The Ross Valley Fire Department provides fire suppression (structure, vegetation, and vehicle), emergency medical services, fire prevention and inspections, hazardous materials spills response, vehicle accident response, disaster response, and community education to the towns of San Anselmo, Ross, and Fairfax, as well as the CDP of Sleepy Hollow. Incident call types that RVFD respond to include building fires, grass and brush fires, vehicle fires, other fires, medical, vehicle accident, hazardous conditions, service calls, good intent, false alarms, and severe weather. The department has 4 stations located in Ross, San Anselmo, Fairfax, and Sleepy Hollow respectively.

The department currently has 33 full-time equivalent<sup>48</sup> (FTE) employees made up of 3 Battalion Chiefs, 12 Captains, 15 Engineers, 2 Fire Inspectors, and 1 Admin Assistant. Daily on duty staffing consists of eight personnel staffing four Type-1 fire engines as well as one Duty Battalion Chief. In addition, Medic 18 with two paramedic/firefighters from the Ross Valley Paramedic Authority (RVPA) is located at Station 18 in the Town of Ross. The Department has devised a specific response plan by incident type that dictates the exact resources to be dispatched to a given incident. This response plan can be seen below in Table 8-2. The Fire Chief oversees the general operations of the department in accordance with the policy direction of the Board of Directors. The Fire Chief is supported by a Deputy Fire Chief and a Deputy Director of Fire.

Ross Valley Fire Department has been classified as a Class 2 Public Protection Classification rating by the Insurance Services Office (ISO), an organization that independently evaluates municipal fire-protection efforts throughout the United States. An ISO rating of 1 is the highest possible that can be given to any fire department using this metric, with both Class 1 and Class 2 being considered “excellent”. Insurance companies often use ISO information combined with other factors to establish local property insurance rates – generally offering lower fire policy premiums in communities with better protection. The department remains determined to achieve a Class 1 ISO classification with continued improvements and increased staffing levels.

In 2018 (most recent available data), RVFD responded to 2,685 incidents, 1,424 (53%) of which being for emergency medical services. Station 21 had the highest number of responses, followed closely by Station 19, each with just over 900 responses. Station 20 had the next highest response number with just under 500, followed by Station 18 with 330. A breakdown of the responses in 2018 by incident type can be seen below in Table 8-3.

The Department also has created a Defensible Space Inspection program, and in May of 2019, they began the process of sending inspectors to approximately 3,800 residences throughout the jurisdiction of RVFD. The Department’s goal in this program is to take an educational approach to assist residents in understanding what they can do to protect homes and communities from wildfires. All visits from the inspectors are documented utilizing the Ross Valley Fire Department Notice of Defensible Space Inspection forms and include other fire preparedness information.

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<sup>48</sup> RVFD Staff Correspondence; June 10, 2020

**Table 8-2: Ross Valley Fire Department Response Plan**

Incident Type	Resources Dispatched	Total Personnel
Single-Patient EMS	1 Engine + 1 Paramedic Ambulance	4
Vehicle Fire	1 Engine	2
Building Fire, Initial Response	3 Engines, 1 Ladder Truck, 1 Paramedic Ambulance, 1 Battalion Chief	12
Wildland Fire	4 Engines or Wildland Engines, 1 Paramedic Ambulance, 1 Battalion Chief	12
Rescue	3 Engines, 1 Ladder Truck, 1 Paramedic Ambulance, 1 Battalion Chief	12
Hazardous Material	3 Engines, 1 Paramedic Ambulance, 1 Battalion Chief	12

**Table 8-3: Ross Valley Fire Department Incidents by Type**

Incident Type	2018
EMS call, excluding vehicle accident with injury	1,343
Dispatched and canceled en route	232
Public Service	197
Assist invalid	135
Smoke Scare, odor of smoke	126
Public service assistance, other	75
Vehicle accident with injuries	51
Smoke detector activation, no fire – unintentional	49
False alarm or false call, other	41
Alarm system sounded, no fire – unintentional	35
Gas leak (natural gas or LPG)	32
Power line down	31
Good intent call, other	30
No incident found on arrival of incident address	22
Smoke detector activation due to malfunction	20
Unintentional transmission of alarm, other	17
Motor vehicle accident no injuries	16
Service call, other	16
Building fire	16
Alarm system sounded due to malfunction	16
CO detector activation due to malfunction	15

## Facilities and Apparatuses

RVFD operates and maintains 4 fire stations with 1 concurrently used as its administrative building (Station 19). The stations are:

- Station 18 – 33 Sir Francis Drake Boulevard, Ross, CA 94957
- Station 19 – 777 San Anselmo Avenue, San Anselmo, CA 94960
- Station 20 (Sleepy Hollow) – 150 Butterfield Road, San Anselmo, CA 94960
- Station 21 – 10 Park Road, Fairfax, CA 94930

RVFD also has a variety of apparatus that serve the community ranging from support vehicles to paramedic trucks. The department also has a handful of support vehicles that include the Fire Chief Command Vehicle, Battalion Chief Command Vehicle, Utility Vehicles, Inspector Vehicle, and a sedan. RVFD's apparatus listed by station is provided below.

*Station 18:* 1 First Due Type 1 Fire Engine, 1 Reserve Type 1 Fire Engine, 1 Transport Ambulance

*Station 19:* 1 First Due Type 1 Fire Engine, 1 Reserve Type 1 Fire Engine

*Station 20:* 1 First Due Type 1 Fire Engine, 1 Reserve Type 1 Fire Engine

*Station 21:* 1 First Due Type 1 Fire Engine, 1 Reserve Type 3 Fire Engine

## 8.4 ORGANIZATION STRUCTURE

### Board of Directors

The Ross Valley Fire Department is governed by an eight-member board that is comprised of two designees from each of the four participating agencies. The Town Councils of Fairfax, San Anselmo, and Ross, as well as the Board of Directors of the Sleepy Hollow Fire Protection District, annually designates two voting members to sit on the RVFD Board. With these internal appointments being the status quo, there are no term limits levied upon any of the board members. Additionally, each member appoints an alternate to serve in his/her place in the event of a scheduling conflict.

The RVFD Board of Directors oversees policy adoption, adopting an annual budget, and setting fees for services, among other things. Any change in the member agency's cost-sharing percentage, any revision of the adopted budget that results in an increase in the annual member's contribution, any change to fire station service levels, or approval of any single expenditure in excess of three percent of the adopted operating budget requires a unanimous vote of the full board.

The Board of Directors regularly meets on the second Wednesday of each month at 6:30 pm at Station 19, located at 777 San Anselmo Avenue in San Anselmo. Board meeting packets can be downloaded from the RVFD website or viewed at Station 19. There are no regularly scheduled meetings in August or December. A list of the current RVFD board members and their agency affiliations can be seen below in Table 8-4.



**Table 8-4: Ross Valley Fire Department Board Members**

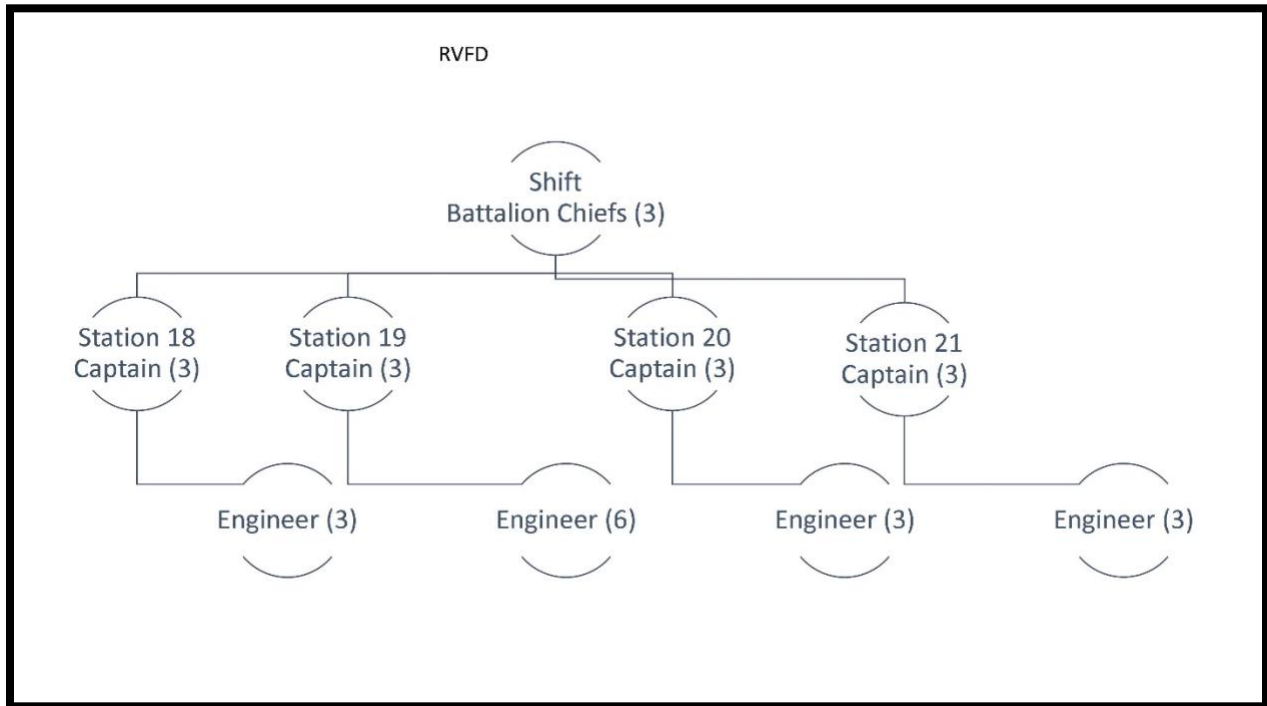
<b>Member</b>	<b>Agency</b>
<b>Elizabeth Brekhus</b>	Town of Ross
<b>Beach Kuhl</b>	Town of Ross
<b>Ford Greene</b>	Town of San Anselmo
<b>Steve Burdo</b>	Town of San Anselmo
<b>Thomas Finn</b>	Sleepy Hollow FPD
<b>Richard Shortall</b>	Sleepy Hollow FPD
<b>John Reed</b>	Town of Fairfax
<b>Renee Goddard</b>	Town of Fairfax

### **Administration**

RVFD receives administrative oversight from an Executive Officer. The position of Executive Officer rotates between the Town managers of Fairfax, San Anselmo, and Ross for two-year terms. A Fire Chief is appointed by the Board of Directors for operational oversight. The Fire Chief reports to the Board through the Executive Officer. The current Fire Chief is Jason Weber, whose services are currently rendered through a memorandum of understanding (MOU) with Marin County Fire Department (MCFD). The MOU also provides the department with the services (when necessary) of the Deputy Chief-Operations, Deputy Director of Fire, Fire Marshal, Battalion Chief-Wildfire Protection, Battalion Chief-Training, Battalion Chief-EMS, Administrative Services Manager, Administrative Services Associate, and other MCFD staff as determined necessary by the MCFD. RVFD pays 30% of the total cost of the Fire Chief’s services to the MCFD, as well as varying lesser percentages for the other previously mentioned positions of service.

Other services provided to RVFD by MCFD include providing management and oversight for financial services and administration, managing human resource functions, providing management and general oversight of the Department’s community risk reduction programs, providing management and general oversight of the Department’s Emergency Medical Services (EMS) program, and providing general coordination of the Department’s training program. The current staffing level is 33 Full-Time Equivalent (FTE) employees. The department’s organization chart can be seen below in figure 8-2.

**Figure 8-2: Ross Valley Fire Department Organization Chart**



## 8.5 ACCOUNTABILITY AND TRANSPARENCY

The RVFD has consistently made it a priority to maintain high accountability and transparency with all its activities. The RVFD website ([www.rossvalleyfire.org](http://www.rossvalleyfire.org)) provides information on Board meetings, financial reports, stations, history, apparatus, and more. At this time, all legal requirements for public agency transparency are being met or exceeded.

### Meeting and Agendas

The RVFD Board of Directors meets regularly on the second Wednesday of each month at 6:30 p.m. at the Ross Valley Fire Department Administrative Headquarters Station 19, 777 San Anselmo Avenue in San Anselmo. Special meetings are held as needed to go over specific topics such as the annual budget. Meeting agendas and minutes can be found on the RVFD website ([www.rossvalleyfire.org/about/board/board-meetings](http://www.rossvalleyfire.org/about/board/board-meetings)).

### Annual Budget Review

The RVFD maintains extensive budgetary controls. The budget, adopted no later than the June Board meeting each year, provides overall control of revenue and expenditures, including appropriations on a line item basis and the means of financing them. Monthly reports on expense activity are produced to assist Battalion Chiefs in monitoring activities and programs. These reports are also reviewed by the Fire Chief and the Executive Officer to assure budgetary compliance. At the time of this document's writing, the most recent adopted budget and audit for

the Department were not posted on the RVFD website. Staff has been notified and is in the process of updating the site with the most up to date financial information.

## 8.6 FINANCIAL OVERVIEW

### Revenue

Approximately 80% of RVFD’s annual operating revenues<sup>49</sup> come by way of contributions from its four member agencies. The agency contribution percentages are as follows: Town of San Anselmo – 40.53%; Town of Fairfax – 23.30%; Town of Ross – 23.37%; Sleepy Hollow Fire Protection District – 12.80%. For fiscal year (FY) 2019-20, each agency’s General Fund contribution was as follows: Town of San Anselmo - \$3,559,251 (25% of Town’s General Fund expenditures); Town of Fairfax - \$2,046,152 (24% of Town’s General Fund expenditures); Town of Ross - \$2,046,152 (25% of Town’s General Fund expenditures); Sleepy Hollow Fire Protection District - \$1,124,067 (84% of District’s General expenditures). Each agency saw an increase their contributions to the RVFD General Fund of approximately 5.14% in comparison to their FY 2018-19 contribution. Additional revenue for the Department comes by way of the County of Marin, Ross Valley Paramedic Authority reimbursement, plan checking fees, and other miscellaneous. A breakdown of the Department’s revenues for the fiscal years ended June 30, 2019, and 2018 can be seen below in Figure 8-3.

Figure 8-3: Ross Valley Fire Department Revenues

	<u>2019</u>	<u>2018</u>
<b>Revenues:</b>		
Intergovernmental:		
Town of San Anselmo (Contract)	\$ 3,376,047	\$ 3,246,346
Town of Fairfax (Contract)	1,940,832	1,865,806
Sleepy Hollow (Contract)	1,066,208	1,024,992
County of Marin (Contract)	201,094	159,920
Town of Ross (Contract)	1,949,787	1,859,101
Ross Apprentice Program		
Prior Authority		
Side fund payment	-	50,451
Retiree health	394,757	473,007
MERA Bond	38,288	38,250
Retirement Contribution	646,332	495,709
Other sources	1,108,158	856,937
Fire Prevention Fees	339,951	331,938
Investment earnings	17,554	5,649
Miscellaneous	62,693	49,084
<b>Total revenue</b>	<u>11,141,701</u>	<u>10,457,190</u>

<sup>49</sup> [RVFD 2019-20 Budget; Pg. 5](#)

## Financial Audit

The Ross Valley Fire Department prepares an annual report on the Department’s financial statements in accordance with established governmental accounting standards. The most recent audited financial statement was prepared by the independent certified accounting firm, Maze and Associates Accountancy Corporation, which issued an unqualified or “clean” opinion of the Department’s financial statements for the fiscal year ending June 30, 2019. An analysis of the Department’s changes in net position for the fiscal years ended June 30, 2019 and June 30, 2018 can be seen below in Figure 8-4.

**Figure 8-4: Ross Valley Fire Department Net Position**

	Activities		Percent Change
	2019	2018	
<b>Revenues:</b>			
Program revenues:			
Charges for services	\$ 11,061,454	\$ 10,402,457	6%
General revenues:			
Investment earnings	17,554	5,649	211%
Miscellaneous	62,693	49,084	28%
<b>Total revenues</b>	<b>11,141,701</b>	<b>10,457,190</b>	<b>7%</b>
<b>Expenses:</b>			
Fire services	10,994,083	9,780,016	12%
<b>Total expenses</b>	<b>10,994,083</b>	<b>9,780,016</b>	<b>12%</b>
<b>Change</b>	<b>\$ 147,618</b>	<b>\$ 677,174</b>	<b>-78%</b>

## Debt

The RVFD, as of June 30, 2019, is carrying long-term debt<sup>50</sup> totaling \$20,750,612. This is an increase of \$757,973 compared to the prior fiscal year. The increase is primarily due to the department entering into a loan agreement with the Sleepy Hollow Fire Protection District in the amount of \$708,535 to finance a portion of the purchase of two fire engines. The remainder of the outstanding debt is attributed to pension, other post-employment benefits (OPEB), and compensated absences liabilities.

The RVFD provides a pension plan for employees and is part of the California Public Employees Retirement System (CalPERS). CalPERS provides retirement, disability, and death benefits based on the employee’s years of service, age, and final compensation. As of June 30, 2019, the RVFD Net Pension Liability was \$12,520,916. As of June 30, 2018, the Department had a pension funded ratio of 75.71%. In addition to the pension plan, the TFPD provides post-retirement healthcare benefits to its retirees. As of June 30, 2019, the Department carried a Net OPEB liability total of \$6,801,240, with 63 total employees both active and inactive in the Department’s OPEB plan. Lastly, the Department also offers its employees paid time off, of which certain amounts are paid out to the employee upon their departure from the Department. As of June 30, 2019, the RVFD had \$853,377 in compensated absences on the books.

<sup>50</sup> [RVFD Audit Year Ended June 30, 2019; Pg. 3](#)

## 8.7 WILDLAND FIRE PREPAREDNESS

Local agencies such as the Ross Valley Fire Department play a critical role in protecting natural resources and the environment. Extended periods of drought, changing climate patterns, wind, and low humidity has the potential to increase the occurrence and severity of wildland fires which could threaten structures and lives in the wildland-urban interface.

The RVFD participated in the Community Wildfire Protection Plan that was released in 2016. This was a collaborative effort among fire agencies in the county, local fire organizations including FIRESafe Marin, land management agencies, and community stakeholders. Through this effort, areas of concern throughout the county were identified based on population, fire behavior, vegetation, and other factors. Additionally, several goals were stated and associated action items were created to better prepare Marin County for wildland fires. One such goal is to “Increase awareness, knowledge, and actions implemented by individuals and communities to reduce human loss and property damage from wildland fires, such as defensible space and fuels reduction activities, and fire prevention through fire safe building standards.” The RVFD is working towards providing more education to the community about this topic. Additionally, RVFD provides an illustration on their website of how to create the necessary defensible space around a resident’s home to help protect homeowners in the event of a wildland fire incident. The illustration can be seen below in figure 8-5. The site outlines different “zones” that range in size to help create the required 100 feet of defensible space. The Department also offers a downloadable guide to living in a wildfire-prone environment titled “Living With Fire in the Ross Valley”.

Figure 8-5: Ross Valley Fire Department Defensible Space Illustration



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## 9.0 KENTFIELD FIRE PROTECTION DISTRICT

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### 9.1 OVERVIEW

The Kentfield Fire Protection District (KFPD) is an independent special district formed in 1922 and is responsible for fire protection, emergency medical services, hazardous materials first responder, fire inspection, code enforcement, and fire investigation and rescue in the Census Designated Place (CDP) of Kentfield. The District is approximately 2.7 square miles<sup>51</sup> and sits to the north of the City of Larkspur and borders the City of San Rafael to the District's east and the Town of Ross to the District's north. The District is governed by a five-member Board of Directors. The last Municipal Service Review that included KFPD was conducted in April of 2007 as part of the Ross Valley Area Service Review and Sphere of Influence Update.

**Table 9-1: Kentfield Fire Protection District Overview**

Kentfield Fire Protection District Overview			
<b>Primary Contact:</b>	Chief Mark Pomi	<b>Phone</b>	(415)-453-7464
<b>Main Office:</b>	1004 Sir Francis Drake Blvd, Kentfield, CA 94904		
<b>Formation Date:</b>	1922		
<b>Services Provided:</b>	Fire Protection and Emergency Response		
<b>Service Area:</b>	1,751 acres		
<b>Population Served:</b>	≈6,500		

### 9.2 FORMATION AND DEVELOPMENT

The Kentfield Fire Protection District's formation dates back to October of 1920 when fifty Kentfield citizens petitioned the Marin County Board of Supervisors to form a new fire district and appoint a Board of Fire Commissioners. In November of 1920, John Heckler, Chas Ackerman, and Jos Neal were appointed. In March of 1921, Kentfield residents passed a vote<sup>52</sup> to levy a tax to support establishing and supplying the District with equipment. The total startup cost was approved at \$4,500. In 1922, the District started service and adopted its first ordinance. The Kentfield Association of Firefighters was formed and A.W Rampe was appointed as the first Fire Chief.

In 1934, the District, a founding member of the Marin County Association of Fire Departments, entered into an agreement with the fire departments of San Anselmo, Fairfax, Corte Madera, Larkspur, Mill Valley, Sausalito, Belvedere, and Tiburon to provide and accept mutual aid in the event of a fire. This agreement would eventually evolve into the resolution outlining a County-wide mutual aid agreement that was passed by the Board of Fire Commissioners in 1957. In 1951, a contract was approved to provide fire service to the Greenbrae School. At that same time, despite

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<sup>51</sup> [Marin Map Viewer; Fire Districts](#)

<sup>52</sup> KFPD Staff Correspondence; June 22, 2020

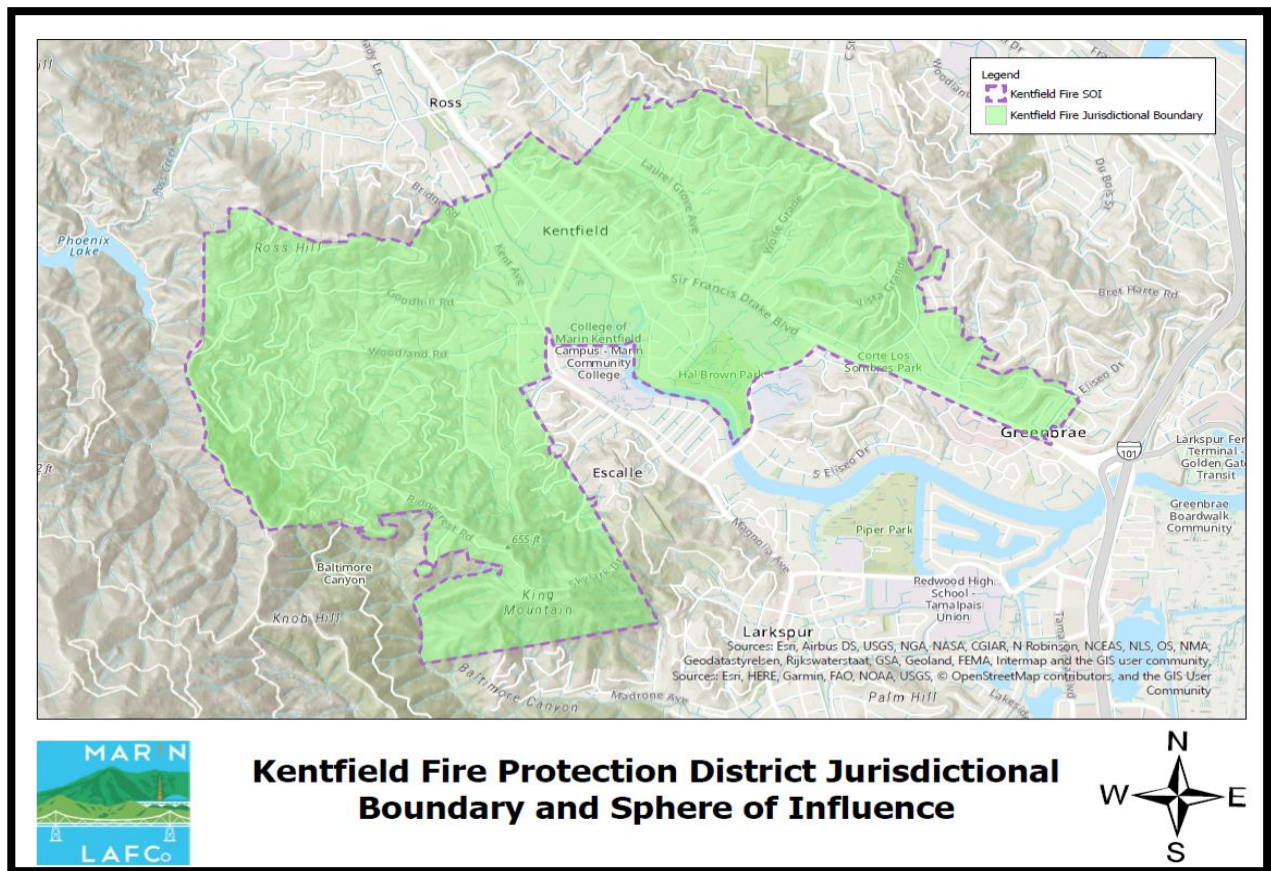


ongoing negotiations and an assurance from the State Board of Fire Underwriters for no impact on fire insurance rate, the proposed annexation of the community of Greenbrae to the District was unsuccessful.

In the 1960’s, as a product of the rapid growth of the Kentfield population and therefore the District’s responsibilities, the District moved from a 3-member governing board to a 5-member governing board. In September of 1968, the construction of a new fire station was completed. The facility was featured in national fire service magazines as an example of efficiency and design.

### 9.3 DISTRICT BOUNDARY AND SPHERE OF INFLUENCE

Figure 9-1: Kentfield Fire Protection District Boundaries



Kentfield Fire Protection District’s jurisdictional boundary, which currently encompasses just over 2.7 square miles, covers the entire Census Designated Place of Kentfield, with a population of 6,485 as of the 2010 census<sup>53</sup>. The Sphere of Influence (SOI) is coterminous with the jurisdictional boundary. The last SOI update for the District was in 2007, at which time Marin LAFCo amended the District’s SOI to designate an interim SOI coterminous with existing district boundaries to indicate continued support of consolidation efforts.

<sup>53</sup> [U.S. Census Bureau](https://www.census.gov)

## 9.4 MUNICIPAL SERVICES

### Fire Protection and Emergency Response

The Kentfield Fire Protection District provides fire protection, emergency medical services, hazardous materials first responder, fire inspection, code enforcement, and fire investigation and rescue in the Census Designated Place (CDP) of Kentfield. In addition, the District has a contractual agreement to provide service outside of its district to Marin General Hospital, as well as a shared services agreement with the Central Marin Fire Authority. The shared services agreement allows KFPD and CMFA to share personnel to jointly provide fire and emergency services within their operational areas, thus improving the delivery of services in each agency's jurisdiction while achieving greater efficiency and economic benefits.

The District employs twelve full-time Firefighters, one full-time Deputy Fire Marshal, five Volunteer Firefighters, and three Seasonal Firefighters. The daily on-duty staffing levels consist of 3 firefighters. All of the District's personnel are State certified to their classification and rank. All of the emergency response personnel are Emergency Medical Technician (EMT) certified and are trained to provide basic life support medical care. The District is a member of the Ross Valley Paramedic Authority who responds along with the KFPD personnel to provide advanced life support whenever a medical emergency is reported via 911 or a request for an ambulance is made.

Approximately 65%<sup>54</sup> of the District's calls for service are for medical emergencies. Other incident call types that KFPD responds to include building fires, grass and brush fires, vehicle fires, vehicle accidents, hazardous conditions, service calls, good intent, false alarms, and severe weather. The District responded to a total of 1,286 incidents in the 2019 calendar year.

KFPD has been classified as a Class 1 Public Protection Classification rating by the Insurance Services Office (ISO), an organization that independently evaluates municipal fire-protection efforts throughout the United States. An ISO rating of 1 is the highest possible that can be given to any fire department using this metric, with both Class 1 and Class 2 being considered "excellent". Insurance companies often use ISO information combined with other factors to establish local property insurance rates – generally offering lower fire policy premiums in communities with better protection.

### Facilities and Apparatuses

Kentfield Fire Protection District operates out of Fire Station 17, located at 1004 Sir Francis Drake Boulevard in Kentfield. Daily on-duty personnel at Station 17 consists of a Captain, Engineer, Firefighter, and one Volunteer/Seasonal Firefighter. The station houses 2 Type 1 Fire Engines, 1 75 foot ladder truck, and an additional Type 1 Fire Engine that was supplied by the State of California Emergency Management Agency (EMA). The EMA Fire Engine, as agreed upon with the State, can be dispatched to any area in the State. KFPD provides personnel for this engine and is reimbursed by EMA for personnel costs.

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<sup>54</sup> KFPD Staff Correspondence; June 23, 2020

The District's apparatus and some specifications on each are as follows:

- **Engine 17** – Engine 17 is a 2018 Pierce Enforcer with a 500-gallon booster tank and a pump capacity of 1,500 gallons per minute. The engine is equipped with multiple sizes of supply hose including 700 feet of 2"-2.5" hose, 30 feet of 3"-3.5" hose, and 1,050 feet of 4" hose. Other equipment of note includes 1,880 feet of smaller diameter attack hose, an electric generator with a 2,200-kilowatt capacity, and a 24-foot extension ladder.
- **Engine 17-A** – Engine 17-A is a 2006 Pierce Dash with a 500-gallon booster tank and a pump capacity of 1,500 gallons per minute. The engine is equipped with multiple sizes of supply hose including 700 feet of 2"-2.5" hose, 30 feet of 3"-3.5" hose, and 1,050 feet of 4" hose. Other equipment of note includes 1,850 feet of smaller diameter attack hose, an electric generator with a 4,500-kilowatt capacity, and a 24-foot extension ladder.
- **Truck 17** – Truck 17 is a 2002 Pierce Dash with a 500-gallon booster tank and a pump capacity of 1,500 gallons per minute. The engine is equipped with multiple sizes of supply hose including 730 feet of 2"-2.5" hose, 30 feet of 3"-3.5" hose, and 550 feet of 4" hose. Other equipment of note includes an electric generator with a 5,000-kilowatt capacity, three 24-foot extension ladders, one 30-foot extension ladder, one 35-foot extension ladder, a 75-foot aerial ladder, extrication equipment, stabilization equipment, and low angle/high angle rope rescue equipment.
- **OES 325** – The District's Office of Emergency Services engine is a 2005 Westates HME with an 800-gallon booster tank and a pump capacity of 1,250 gallons per minute. The engine is equipped with multiple sizes of supply hose including 400 feet of 2"-2.5" hose and 1,230 feet of 3"-3.5" hose. Other equipment of note includes 2,200 feet of smaller diameter attack hose, an electric generator with a 1,000-kilowatt capacity, and a 24-foot extension ladder.

## 9.5 ORGANIZATION STRUCTURE

### Board of Directors

The Kentfield Fire Protection District is governed by a five-member Board of Directors who are publicly elected and serve four-year terms. The KFPD Board of Directors oversees policy adoption, oversight of district expenses, adopting an annual budget, and hiring the Fire Chief, among other things. The Board is also charged with representing interests of District residents, defining critical issues, monitoring progress towards reaching established goals, and ensuring that District business is conducted in accordance with all applicable laws, statutes, regulations, and codes.

The Board of Directors regularly meets on the third Wednesday of each month at 6:30 p.m., as well as other special meetings as necessary. Meetings are held at the Kentfield Fire District Station 17 at 1004 Sir Francis Drake Boulevard, in Kentfield. A list of the current KFPD Board members and their term expirations can be seen below in Table 9-2.

**Table 9-2: Kentfield Fire Protection District Board Members**

<b>Member</b>	<b>Current Term Expiration</b>
<b>Barry Evergettis</b>	December 2022
<b>Steven Gerbsman</b>	December 2022
<b>Ron Naso</b>	December 2022
<b>Bruce Corbet</b>	December 2020
<b>Michael Murray</b>	December 2020

## 9.6 ACCOUNTABILITY AND TRANSPARENCY

The KFPD maintains a high level of public accountability and transparency with all its activities. The KFPD website ([www.kentfieldfire.org](http://www.kentfieldfire.org)) provides information on Board meetings, financial reports, preparedness, public education, and more.

### Meeting and Agendas

The KFPD Board of Directors meets regularly on the third Wednesday of each month at 6:30 p.m., as well as other special meetings, as necessary. In addition to noticing on the District website ([kentfieldfire.org/board/meeting-agendas](http://kentfieldfire.org/board/meeting-agendas)), meeting agendas are posted at the District’s main office at Station 17 located at 1004 Sir Francis Drake Boulevard.

### Annual Budget Review

The KFPD adopts a preliminary budget no later than June 30 each year, and a final budget by no later than August. The annual budget provides overall control of revenue and expenditures, including appropriations on a line item basis and the means of financing them. The District’s administrative team produces reports on expense activity that assist the Board in monitoring activities and any necessary adjustments. The District publicly promotes the following standard for themselves within their own budget, “We will provide evidence to justify the community benefit of its adopted budgets, expenditures, and reserves.”<sup>55</sup>

## 9.7 FINANCIAL OVERVIEW

### Revenue

Approximately 76% of KFPD’s annual revenues come by way of property taxes from land within the District’s jurisdictional boundary. Projected property tax revenue<sup>56</sup> for the District for Fiscal Year (FY) 2019-20 is \$4,869,656. Additional sources of revenue for the District comes by way of the Measure G Special Assessment, the Educational Revenue Augmentation Fund (ERAF), lease agreements with both AT&T and T-Mobile, and a contractual agreement for services with Marin General Hospital. Total revenues for the District for FY 2019-20 are projected at \$6,359,603.

<sup>55</sup> [KFPD Final Budget FY 2019-20](#)

<sup>56</sup> [KFPD Final Budget FY 2019-20](#)

## Financial Audit

The Kentfield Fire Protection District prepares an annual report on the District’s financial statements in accordance with established governmental accounting standards. The most recent audited financial statement was prepared by the independent certified accounting firm, Maze and Associates Accountancy Corporation, which issued an unqualified or “clean” opinion of the District’s financial statements for the fiscal year ending June 30, 2019. The District’s net position increased by \$1,154,000 during 2019. District-wide revenues increased by \$57,000 and total expenses decreased by \$925,000 due to the implementation of Governmental Accounting Standards Board Statement 75 in 2018. A breakdown of revenues, expenditures, and changes in fund balances for the District’s General Fund for the year ended June 30, 2019, can be seen below in Figure 9-2.

**Figure 9-2: Kentfield Fire Protection District Financials**

<b>REVENUES:</b>	
Property taxes	\$5,722,104
Intergovernmental	479,382
Use of money and property	230,645
Charges for services	101,657
Miscellaneous	100
<b>Total revenues</b>	<b>6,533,888</b>
<b>EXPENDITURES:</b>	
Current:	
Public Safety:	
Salaries and benefits	4,450,891
Material and services	518,342
Capital outlay	95,599
Debt Service:	
Principal	265,837
Interest	50,192
<b>Total expenditures</b>	<b>5,380,861</b>
<b>NET CHANGE IN FUND BALANCE</b>	<b>1,153,027</b>
<b>FUND BALANCE</b>	
Beginning of year	5,053,481
End of year	\$6,206,508

## Debt

The District, as of June 30, 2019, is carrying \$1,822,045 in long-term debt. The following outlines the three sources of debt:

- **Compensated Absences Payable** – The District offers its employees the opportunity to accrue paid leave that can be cashed out upon the end of employment at the current rate of pay at the time of separation. The government-wide statement of net position reports the liability, segregating the amount expected to be paid within one year as a current liability. As of June 30, 2019, the District had a balance of \$527,685 in accrued compensated absences.



- **Solar Equipment Capital Lease** – In December 2008, the District entered into a capital lease arrangement with Municipal Finance Corporation for the issuance of Clean Renewable Energy Bonds in the amount of \$153,845 for the purpose of obtaining zero interest financing to purchase solar equipment. As of June 30, 2019, the District had \$13,135 in remaining lease payments.
- **Fire Station Modernization Capital Lease** – In January, 2009, the District entered into a similar lease financing arrangement with Municipal Finance Corporation for the purpose of obtaining financing for the modernization of its fire station. The capital lease<sup>57</sup> was for \$4,030,000. In June 2014, the District amended the fire station lease agreement with a bank in the amount of \$2,494,425. The current remaining balance as of June 30, 2019, is \$1,281,225. The final payment is due December 30, 2023.

The KFPD also provides a pension plan for employees and is part of the California Public Employees Retirement System (CalPERS). CalPERS provides retirement, disability, and death benefits based on the employee’s years of service, age, and final compensation. As of June 30, 2019, the KFPD Net Pension Liability was \$5,964,411. The KFPD pension funded ratio is 87% which is well above average for fire districts. In addition to the pension plan the KFPD provides post-retirement benefits (OPEB) to its retirees. As of June 30, 2018, the District carried a Net OPEB liability total of \$2,044,012. The District currently has 34 total employees, both active and inactive, in their OPEB plan.

## 9.8 WILDLAND FIRE PREPAREDNESS

Local agencies such as the Kentfield Fire Protection District play a critical role in protecting natural resources and the environment. Extended periods of drought, changing climate patterns, wind, and low humidity has the potential to increase the occurrence and severity of wildland fires which could threaten structures and lives in the wildland urban interface.

The KFPD participated in the Community Wildfire Protection Plan that was released in 2016. This was a collaborative effort among fire agencies in the county, local fire organizations including FIRESafe Marin, land management agencies, and community stakeholders. Through this effort, areas of concern throughout the county were identified based on population, fire behavior, vegetation, and other factors. Additionally, several goals were stated and associated action items were created to better prepare Marin County for wildland fires. One such goal is to “Increase awareness, knowledge, and actions implemented by individuals and communities to reduce human loss and property damage from wildland fires, such as defensible space and fuels reduction activities, and fire prevention through fire safe building standards.” Provided on the District’s website is a thorough guide to defensible space inspections and the requirements of each inspected item in order to assist home-owners have the necessary knowledge to create a buffer around their homes to help protect from heat, flames, and embers during a wildfire. In addition, the District

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<sup>57</sup> [KFPD Basic Financial Statements, FY Ended June 30, 2019; Pg. 23](#)



mails a full four-page brochure to homeowners prior to annual inspections by the District in order to ensure the necessary time to prepare for any upcoming inspection.

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## 10.0 SLEEPY HOLLOW FIRE PROTECTION DISTRICT

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### 10.1 OVERVIEW

The Sleepy Hollow Fire Protection District (SHFPD) is an independent special district formed in 1949 and is responsible for fire protection and emergency services in the Census Designated Place of Sleepy Hollow. The District is approximately 2.5 square miles<sup>58</sup> and sits to the north of the Towns of San Anselmo and Fairfax and borders the City of San Rafael to the District's east. While initially included as a non-voting member, in 2010, SHFPD was added to the Ross Valley Fire Department as a full participating member of the Joint Powers Authority and continues as such today. The last Municipal Service Review that included SHFPD was conducted in April of 2007 as part of the Ross Valley Area Service Review and Sphere of Influence Update.

The primary function of SHFPD is to provide structural fire and emergency response services to the Census Designated Place of Sleepy Hollow. The SHFPD also participates in the Marin County and California Mutual Aid System with nearby fire districts and responds to wildland fires as needed.

**Table 10-1: Sleepy Hollow Fire Protection District Overview**

Sleepy Hollow Fire Protection District Overview			
<b>Primary Contact:</b>	Chief Jason Weber	<b>Phone</b>	(415)-258-4686
<b>Main Office:</b>	777 San Anselmo Avenue, San Anselmo		
<b>Formation Date:</b>	February 28, 1949		
<b>Services Provided:</b>	Fire Protection and Emergency Response		
<b>Service Area:</b>	1,610 acres		
<b>Population Served:</b>	≈2,500		

### 10.2 FORMATION AND DEVELOPMENT

The Sleepy Hollow Fire Protection District's official formation was on February 28, 1949, in an effort to provide organized fire protection for the unincorporated area. In 1956, SHFPD signed a service agreement with the Town of San Anselmo for fire protection based on assessed values and on mutually shared expenses. This agreement lasted until 1976, at which time the voters of Sleepy Hollow approved a special tax to re-establish independent fire protection service and to end the contract with San Anselmo. 3 years later, in 1979, SHFPD and the Town of San Anselmo signed a 25-year contract based on percentage of total labor cost.

With the San Anselmo Fire Department consolidating with the Town of Fairfax Fire Department in 1982 to form the Ross Valley Fire Service Joint Powers Authority (JPA), the contract with and payments for service to San Anselmo remained the same, however the administration of services simply came through the JPA. In 2002, SHFPD proposed to become a voting member of the Ross

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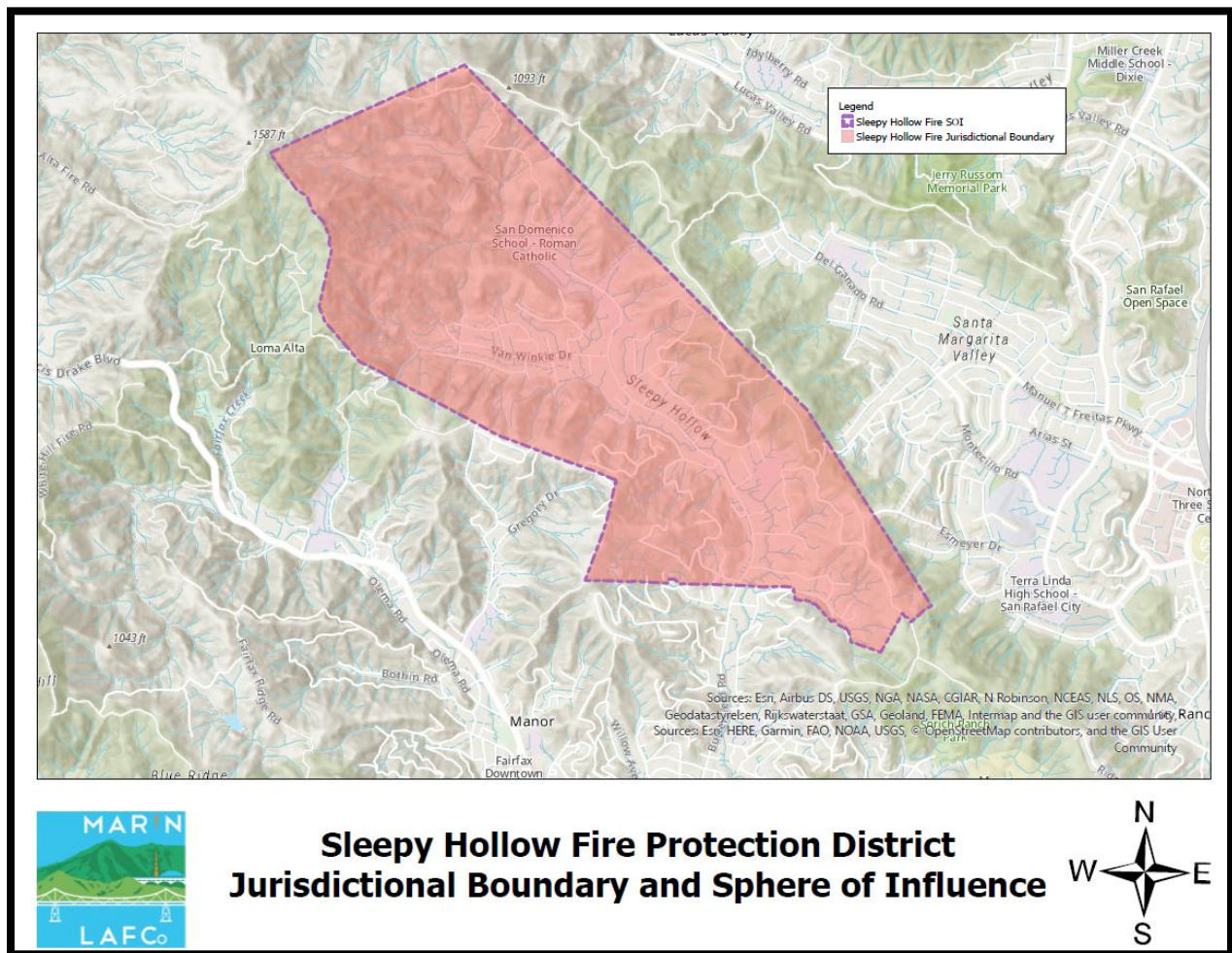
<sup>58</sup> [Marin Map Viewer; Fire Districts](#)

Valley Fire Service (RVFS) and to increase its share of fire protection costs, however, a revised joint powers agreement was not approved by the RVFS board. In 2004, SHFPD signed a 5-year “evergreen” contract (automatically renewing upon expiration) with San Anselmo based on the former 23% of labor cost agreement, with SHFPD agreeing to pay 25% for two years in order to assist with the Town’s budget shortfall.

In July of 2010, SHFPD achieved the full voting-member status within RVFS, and as such, no longer required the service agreement with the Town of San Anselmo. Today, SHFPD remains a member of the JPA that is now known as the Ross Valley Fire Department (RVFD) along with the towns of San Anselmo, Fairfax, and Ross.

### 10.3 DISTRICT BOUNDARY AND SPHERE OF INFLUENCE

Figure 10-1: Sleepy Hollow Fire Protection District Boundaries



Sleepy Hollow Fire Protection District’s jurisdictional boundary, which currently encompasses just over 2.5 square miles, covers the entire Census Designated Place of Sleepy Hollow, with a population of 2,384 as of the 2010 census<sup>59</sup>. The Sphere of Influence (SOI) is coterminous with the jurisdictional boundary. The last SOI update for the District was in 2007, at which time Marin LAFCo amended the District’s SOI to designate an interim SOI coterminous with existing district boundaries to indicate continued support of consolidation efforts.

## 10.4 MUNICIPAL SERVICES

### Fire Protection and Emergency Response

The Sleepy Hollow Fire Protection District provides fire suppression (structure, vegetation, and vehicle), emergency medical services, fire prevention and inspections, hazardous materials spills response, vehicle accident response, disaster response, and community education to the unincorporated CDP of Sleepy Hollow by way of a joint powers agreement with the Ross Valley Fire Department (RVFD). Incident call types that SHFPD responds to include building fires, grass and brush fires, vehicle fires, other fires, medical, vehicle accident, hazardous conditions, service calls, good intent, false alarms, and severe weather. For a full scope of the services offered by the District by way of RVFD, please refer to RVFD’s Municipal Services section in Chapter 8.

### Facilities and Apparatuses

Sleepy Hollow Fire Protection District, while having no direct ownership of any fire-related facility, operates out of Station 20 of the Ross Valley Fire Department. The station itself is owned by the Town of San Anselmo. The Town appropriates \$10,000 annually for property maintenance. The District makes annual payments of \$10,000 to RVFD<sup>60</sup> for maintenance of Station 20. Station 20 is located at 150 Butterfield Road. Daily on-duty personnel at Station 20 consists of a Captain and an Engineer/Firefighter, one of which may be a paramedic. The station houses one first due Type 1 Fire Engine and an additional Type 1 Fire Engine that was supplied by the State of California Emergency Management Agency (EMA). The EMA Fire Engine, as agreed upon with the State, can be dispatched to any area in the State. RVFD provides personnel for this engine and is reimbursed by EMA for personnel costs.

The District’s owned apparatuses consist of thirty-two portable fire pumps, hoses and related equipment<sup>61</sup> located at various residences in the District, and fire hydrants located throughout the District. All other apparatuses used by the District (i.e. support vehicles, emergency medical response equipment, etc.) are property of the RVFD. RVFD apparatuses can be viewed in greater detail in RVFD’s Municipal Services section in Chapter 8.

SHFPD currently has an agreement in principle (though not yet a fully executed contract) with the Sleepy Hollow Homes Association (SHHA) to lease space in the Sleepy Hollow Community Center once a renovation of the space is completed in 2021. The lease agreement is the culmination of over five years of negotiations and public meetings. The agreement, if/when formally executed,

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<sup>59</sup> [U.S. Census Bureau](#)

<sup>60</sup> [SHFPD Final Budget FY 2019-20](#)

<sup>61</sup> [SHFPD Independent Auditors’ Report Year Ended June 30, 2018; Pg. 6](#)

will be a 15-year lease at a fixed rate of \$7,500 per month for the life of the lease. The lease would entitle the District to use of the entire 7,326 square foot building as follows:

- Shared use of the entire first and second floors of the building for emergency planning and shelter purposes in the event of a declared emergency or practice session;
- Shared use of the 565 square foot first-floor meeting room for all public or closed session meetings;
- Shared use of the 1,180 square foot first-floor gathering room for District events;
- Exclusive use of the 703 square foot office space and storage spaces;
- Posting of District signage and required legal notices in an area of the building facing Butterfield Road readily visible from the outside 24 hours per day.

The District plans to use the leased space for a dedicated office space, as well as for community education, training, public assembly, emergency, and other uses consistent with District operations such as emergency wildfire planning, training, regular and special public meetings, evacuation services, and the storage, maintenance, and repair of District equipment. The District has gone to great lengths toward transparency in this matter throughout the process and has posted a myriad of documentation chronicling the process on its website. A link to the page that contains a good deal of this documentation can be found in the footnote below.<sup>62</sup>

## 10.5 ORGANIZATION STRUCTURE

### Board of Directors

The Sleepy Hollow Fire Protection District is governed by three Directors who are publicly elected and serve four-year terms. The Directors are given the appointments of President, Secretary, and Treasurer of the District. These Directors also serve as the District's representatives for the two seats on the Board of Directors of the RVFD, as well as the one seat on the Ross Valley Paramedic Authority (RVPA) Board of Directors.

The RVFD Board of Directors oversees policy adoption, adopting an annual budget, and setting fees for services, among other things. Any change in the member agency's cost-sharing percentage, any revision of the adopted budget that results in an increase in the annual member's contribution, any change to fire station service levels, or approval of any single expenditure in excess of three percent of the adopted operating budget requires a unanimous vote of the full board.

The Board of Directors regularly meets on the third Thursday of February, May, August, and November, as well as other special meetings as necessary. Meeting times and locations vary based on facility availability, but regular meetings are typically held at the Sleepy Hollow Homes Association Clubhouse at 1317 Butterfield Road, San Anselmo. A list of the current SHFPD Board members and their positions can be seen below in Table 10-2.

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<sup>62</sup> [SHFPD District Documents](#)



**Table 10-2: Sleepy Hollow Fire Protection District Board Members**

<b>Member</b>	<b>Position</b>
<b>Richard C. Shortall</b>	President
<b>Thomas J. Finn</b>	Secretary
<b>Sharon Adams</b>	Treasurer

## **10.6 ACCOUNTABILITY AND TRANSPARENCY**

The SHFPD maintains a high level of public accountability and transparency with all its activities. The SHFPD website ([www.shfpd.org](http://www.shfpd.org)) provides information on Board meetings, financial reports, plans, public education, and more. At this time, all legal requirements for public agency transparency are being met or exceeded.

### **Meeting and Agendas**

The SHFPD Board of Directors meets regularly on the third Thursday of February, May, August, and November, as well as other special meetings, as necessary. In addition to noticing on the District website, meeting agendas are posted at the Sleepy Hollow Community Center at 1317 Butterfield Road, San Anselmo. Meeting times and locations vary based on facility availability, but regular meetings are typically held at the Sleepy Hollow Homes Association Clubhouse at 1317 Butterfield Road, San Anselmo. ([shfpd.org/meetings](http://shfpd.org/meetings)).

### **Annual Budget Review**

The SHFPD adopts a budget no later than the end of June each year. The annual budget provides overall control of revenue and expenditures, including appropriations on a line item basis and the means of financing them. The Treasurer produces reports on expense activity that assist the Board in monitoring activities and any necessary adjustments. During the writing of this document, the District adopted its budget for fiscal year 2020-21. While the financial data that was analyzed for this study was based on what was publicly available at the time (FY 2019-20 and prior), a link to the current budget is available in the footnoted link below.<sup>63</sup>

## **10.7 FINANCIAL OVERVIEW**

### **Revenue**

Approximately 92% of SHFPD’s annual revenues come by way of property taxes from land within the District’s jurisdictional boundary. Projected property tax revenue for the District for Fiscal Year (FY) 2019-20 is \$1,560,000. Additional revenue for the District comes by way of the Educational Revenue Augmentation Fund (ERAF), Home Owners Property Tax Reimbursement (HOPTR), grant funding, and services to San Domenico School. A breakdown of the Department’s revenues and expenses for the fiscal years 2017-18, 2018-19, and 2019-20 can be seen below in Table 10-3.

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<sup>63</sup> [SHFPD Budget 2020-21](#)



**Table 10-3: Sleepy Hollow Fire Protection District Financials**

	FY 2017-18	FY 2018-19	FY 2019-20
<b>Revenue</b>			
Property Tax	\$1,400,000	\$1,470,000	\$1,560,000
ERAF	\$93,502	\$75,000	\$75,000
HOPTR	\$3,412	\$10,000	\$10,000
Interest	\$26,142	\$35,000	\$3,500
Services to San Domenico	\$48,142	\$50,380	\$52,658
Grants	\$28,492	\$5,000	\$2,500
<b>Total Revenue</b>	<b>\$1,559,690</b>	<b>\$1,645,380</b>	<b>\$1,703,568</b>
<b>Expenses</b>			
Fire Contract	\$1,227,180	\$1,284,864	\$1,335,565
Other	\$261,945	\$267,800	\$256,700
<b>Expense Total</b>	<b>\$1,489,125</b>	<b>\$1,552,664</b>	<b>\$1,592,265</b>
<b>Net Revenue</b>	<b>\$110,565</b>	<b>\$92,716</b>	<b>\$111,303</b>

### Financial Audit

The Sleepy Hollow Fire Protection District prepares an annual report on the District’s financial statements in accordance with established governmental accounting standards. The most recent audited financial statement was prepared by the independent certified accounting firm, Maher Accountancy, which issued an unqualified or “clean” opinion of the District’s financial statements for the fiscal year ending June 30, 2018. At the time of this document’s writing, the District was still official approval of its audit for the fiscal year ending June 30, 2019.

### Debt

The District, at this time, is carrying no long-term debt of its own. Additionally, as it has no employees, there are no pension or other post-employment benefits (OPEB) liabilities being carried by the District. Despite this, SHFPD does have a specific fund for Underfunded Pension Liability with an account balance of \$1,000,000.

## 10.8 WILDLAND FIRE PREPAREDNESS

Local agencies such as the Sleepy Hollow Fire Protection District play a critical role in protecting natural resources and the environment. Extended periods of drought, changing climate patterns, wind, and low humidity has the potential to increase the occurrence and severity of wildland fires which could threaten structures and lives in the wildland-urban interface.

As a member of the Ross Valley Fire Department, the SHFPD participated in the Community Wildfire Protection Plan that was released in 2016. This was a collaborative effort among fire agencies in the county, local fire organizations including FIRESafe Marin, land management agencies, and community stakeholders. Through this effort, areas of concern throughout the

county were identified based on population, fire behavior, vegetation, and other factors. Additionally, several goals were stated and associated action items were created to better prepare Marin County for wildland fires. One such goal is to “Increase awareness, knowledge, and actions implemented by individuals and communities to reduce human loss and property damage from wildland fires, such as defensible space and fuel reduction activities, and fire prevention through fire safe building standards.” The SHFPD is working towards providing more education to the community about this topic by way of classroom training, educational mailings, and hosting safety fairs. The District offers a wildfire evacuation plan on its website with information ranging from planning for the evacuation of large animals and livestock to planning an escape route within one’s own home.

In 2016, the District underwent a Wildfire Hazard and Wildland Urban Interface (WUI) Area Assessment. Within the document, a myriad of areas are identified for community actions that can be taken to increase the defensible space for property owners within the District, as well as firesafe building techniques. Other highlights within the document include evacuation preparation, vegetation management, and wildfire preparedness and planning. The document also did a geographic information system (GIS) analysis of the parcels in the District that are most at in the event of a wildfire. The map of the parcels can be seen below in Figure 10-2. High-risk parcels are denoted with red shading.

The District has also created a 40-page booklet titled “Living With Fire In Sleepy Hollow” that is available for download on the District’s website. The booklet provides information specific to Sleepy Hollow that outlines wildfire preparedness, defensible space, plants and landscaping, powerline safety, and a multitude of other topical information to help residents be proactive in defending their property from the perils of wildfires.

**Figure 10-2: Sleepy Hollow Fire Protection District High-Risk Parcels**



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## 11.0 FLOOD CONTROL ZONE NO. 9

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### 11.1 OVERVIEW

Flood Control Zone No. 9 (FCZ9) encompasses approximately 29 square miles<sup>64</sup> and includes the towns of Fairfax, San Anselmo, Ross, and Corte Madera, the City of Larkspur, the Census Designated Places (CDP) of Kentfield and Sleepy Hollow, as well as the unincorporated communities of Greenbrae and Oak Manor. The boundaries of FCZ9 were formed by the Marin County Flood Control and Water Conservation District and approved by the Board of Supervisors. FCZ9 is also referred to as the Ross Valley Flood Protection and Watershed Program. The Zone was established in 1966 as a funding arm for a major U.S. Army Corps of Engineers flood control project on Corte Madera Creek. The Boundary was amended in January of 2007 to include the incorporated areas of San Anselmo and Fairfax.

**Table 11-1: Flood Control Zone No. 9 Overview**

Flood Control Zone No. 9 Overview			
<b>Primary Contact:</b>	Hannah Lee, Senior Civil Engineer	<b>Phone</b>	(415)-473-2671
<b>Main Office:</b>	3501 Civic Center Drive, San Rafael		
<b>Formation Date:</b>	1966		
<b>Services Provided:</b>	Reduce frequency and severity of flooding in the watershed		
<b>Service Area:</b>	18,651 acres		
<b>Population Served:</b>	≈55,000		

### 11.2 FORMATION AND DEVELOPMENT

Flood Control Zone 9 was originally established by the Marin County Board of Supervisors in 1966. The Zone was created as a sponsoring agency for a major flood control project on the Corte Madera Creek by the U.S Army Corps of Engineers. In January of 2007, the Zone was amended to include the towns of San Anselmo and Fairfax following the devastating flooding that took place throughout the region in December of 2005. The damage from that weather event caused approximately \$95 million in damages to the communities of Fairfax, San Anselmo, Ross, Kentfield, and Larkspur.

In 2006, a regional partnership between the Marin County Flood Control and Water Conservation District, the Towns of Fairfax, Ross, San Anselmo, City of Larkspur, and unincorporated communities of Greenbrae, Kentfield, Sleepy Hollow, and Oak Manor called the Ross Valley Flood Protection and Watershed Program was launched. The goal of the Program is to substantially reduce the frequency and severity of flooding by utilizing a community-based planning and design process that incorporates input from residents and stakeholders to design and implement solutions that balance public safety, environmental stewardship, and land-use priorities. The Program is funded through a combination of stormwater fees paid through local

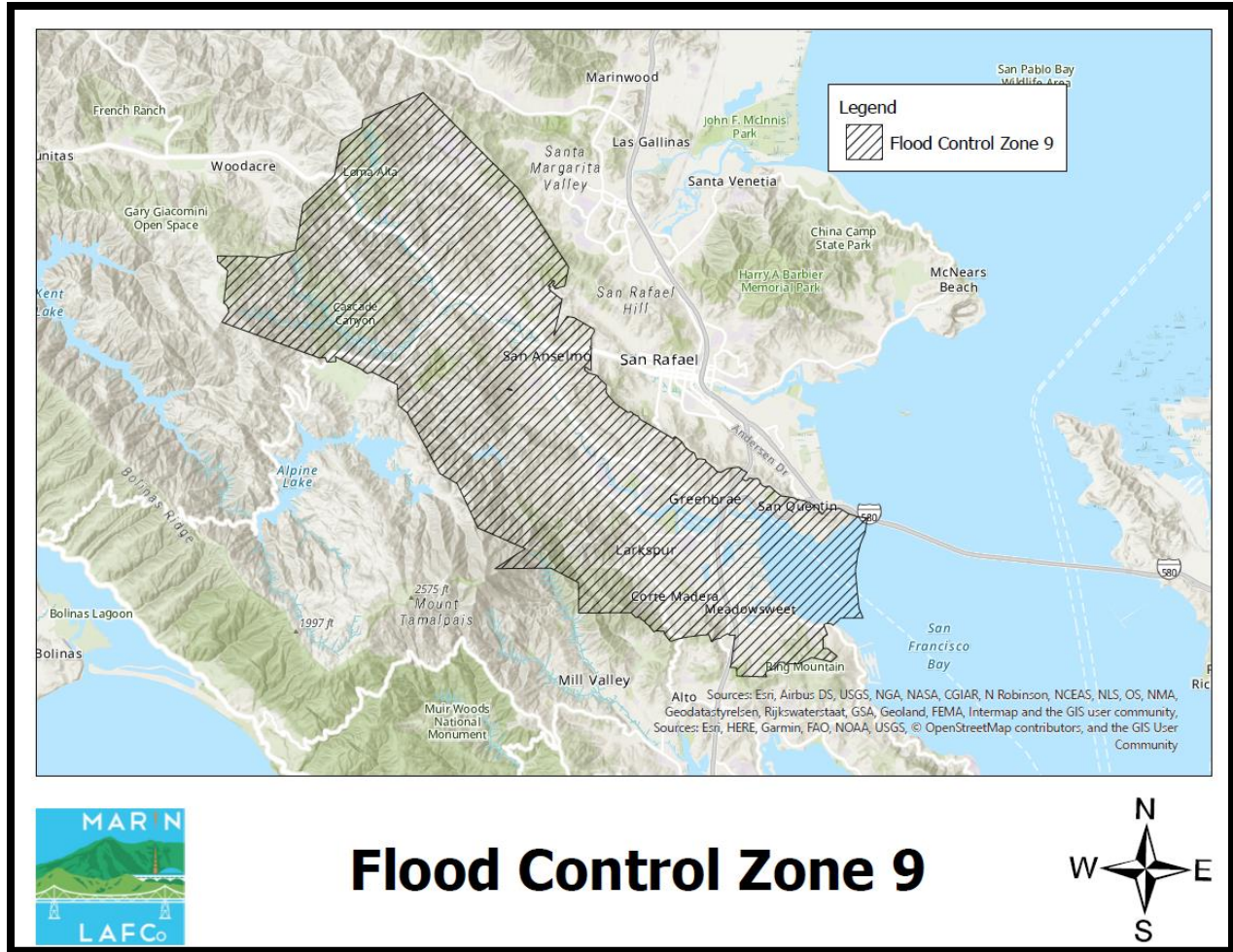
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<sup>64</sup> [Marin Map Viewer; Flood Control District](#)

parcel and ad valorem taxes, state and federal grants, federal appropriations through the U.S. Army Corps of Engineers, and local agency partners.

### 11.3 DISTRICT BOUNDARY AND SPHERE OF INFLUENCE

Figure 11-1: Flood Control Zone No. 9 Boundary



FCZ9’s jurisdictional boundary encompasses approximately 18,651 acres (29 square miles) and contains 21,095 parcels in total. The Zone encompasses a number of municipalities and unincorporated communities including the Towns of Fairfax, Ross, San Anselmo, City of Larkspur, Greenbrae, Kentfield, Sleepy Hollow, and Oak Manor. The boundaries of the Zone and the Corte Madera Creek Watershed closely align. Tributaries within the boundary that join the mainstem before it flows into San Francisco Bay include Fairfax, San Anselmo, Ross, Sleepy Hollow, Kittle, and Larkspur Creeks. FCZ9’s sphere of influence is coterminous with its jurisdictional boundary.



## 11.4 MUNICIPAL SERVICES

FCZ9 provides regular inspection and maintenance to approximately 1 mile of flood channel and protection levees, maintenance of the U.S. Army Corps of Engineers (USACE) concrete channel, maintenance of tide gates and trash racks, and provides funding to the Town’s annual creek vegetation maintenance efforts.

In conjunction with FCZ9, the Ross Valley Flood Protection and Watershed Program has developed a work plan that helps define targeted major projects in the Zone over the period of the stormwater fee. The 2018 work plan includes eight flood risk reduction projects, three feasibility and evaluation studies, and completion of annual creek maintenance throughout the Ross Valley Watershed.

## 11.5 ORGANIZATION STRUCTURE

### Board of Supervisors

Flood Control Zone 9 was formed as a part of the dependent special district of the Marin County Flood Control and Water Conservation District with the Marin County Board of Supervisors as its governing body. County Supervisors are elected to four-year terms of office, with no term limits. The members are elected by district and they are required to live in the district they represent. The Board serves as the legislative and executive body of Marin County.

Table 11-2: Marin County Supervisors

Member	Position	Term
Damon Connolly	Supervisor	Expires January 2023
Katie Rice	President	Expires January 2021
Kate Sears	Supervisor	Expires January 2022
Dennis Rodoni	Vice-President	Expires January 2021
Judy Arnold	2nd Vice President	Expires January 2023

### Advisory Board

The FCZ9 Advisory Board consists of 7 members. One member is appointed by each the Town of Ross, Town of San Anselmo, Town of Fairfax, and the City of Larkspur. The three additional members are appointed by the Board of Supervisors as At-Large members from the unincorporated areas of FCZ 9. All members are residents of FCZ9. Members serve 4-year terms. The Advisory Board meets annually during the second week of May at various locations throughout Ross Valley to review budgeted items and planned projects.

**Table 11-3: Flood Control Zone No. 9 Advisory Board**

<b>Member</b>	<b>Area of Representation</b>
<b>Bruce Ackerman</b>	<b>Town of Fairfax</b>
<b>Sandra Guldman</b>	<b>At-Large</b>
<b>Richard Gumbiner</b>	<b>At-Large</b>
<b>Dan Hillmer</b>	<b>City of Larkspur</b>
<b>Peter Hogg</b>	<b>At-Large</b>
<b>Chris Martin</b>	<b>Town of Ross</b>
<b>John Wright</b>	<b>Town of San Anselmo</b>

### **Staffing and District Operations**

As a dependent district of the County, all administrative services are provided by County departments, including legal counsel and compilation of financial transaction reports for the State Controller’s Office required under Government Code Section 53891.

## **11.6 ACCOUNTABILITY AND TRANSPARENCY**

### **Meeting and Agendas**

Advisory Board meetings are held once per year and more often as needed. Advisory Board meeting notices are posted in three public places. Meeting notices and meeting documents are posted on the District’s website (marinwatersheds.org). Members of the public who have requested to be notified of Advisory Board meetings are notified via email. The meeting date, time, and location are posted on the Marin Watershed Program website. Also posted on the website are agendas, staff reports, and prior meeting minutes. The most recent meeting was December 9<sup>th</sup>, 2019. At this time, all legal requirements for public agency transparency are being met or exceeded.

### **Annual Budget Review**

FCZ9 posts draft budgets on the Marin Watershed Program website as part of the advisory board meeting packet materials. In recent years draft budgets typically included actuals for the prior year, a proposed budget for the upcoming year, and an estimated budget for the following year. Starting in FY 2020-2021 the County Administrator, consistent with other funds they oversee, is requesting a baseline budget to start out the fiscal year and for the budget to be adjusted throughout the year for major project expenses as contracts are approved by the District Board of Supervisors. This means the advisory board will review an expenditure plan for the upcoming fiscal year and that the baseline budget submitted to the District Board will be adjusted as contracts are awarded for design and construction. The FCZ is included in the County of Marin Comprehensive Annual Financial Report as a line item under Public Protection of the Budgetary Comparison Schedule.



## 11.7 FINANCIAL OVERVIEW

FCZ9 is funded primarily by storm drainage fees and ad valorem taxes, with a goal of matching local funds with state or federal grants/appropriations. Every year staff prepares a proposed expenditure plan for Advisory Board recommendation and District Board of Supervisors approves a baseline program budget and budget adjustments for major project expenses up to the amount in the expenditure plan. A breakdown for the past three fiscal years of revenues, expenses, and expenses by specific projects can be seen below in figures 11-2 and 11-3.

Figure 11-2: Flood Control Zone No. 9 Financials

County of Marin Department of Public Works Flood Control Zone #9							
Description	FY08/09	FY09/10	FY10/11	FY11/12	FY12/13	FY13/14	FY14/15
<b>Total Fund Balance</b>	<b>2,586,636.37</b>	<b>4,650,475.75</b>	<b>6,034,654.86</b>	<b>7,323,847.75</b>	<b>9,010,531.64</b>	<b>8,515,840.04</b>	<b>9,904,501.83</b>
<b>Unrestricted Fund Balance</b>	<b>2,506,383.40</b>	<b>3,920,071.34</b>	<b>5,502,350.08</b>	<b>7,306,563.70</b>	<b>8,912,251.56</b>	<b>8,149,821.20</b>	<b>9,632,157.19</b>
Taxes & Interest	2,432,528.01	2,428,054.88	2,370,150.57	2,358,077.68	2,351,649.68	2,377,385.15	2,471,191.57
Intergovernmental Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Misc Revenue	500.00	500.00	500.00	1,000.00	1,000.00	1,000.00	5,757.11
Transfers In	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Revenue</b>	<b>2,433,028.01</b>	<b>2,428,554.88</b>	<b>2,370,650.57</b>	<b>2,359,077.68</b>	<b>2,352,649.68</b>	<b>2,378,385.15</b>	<b>2,476,948.68</b>
Salaries & Benefits	162,074.55	74,406.52	255,512.27	428,720.66	565,044.73	685,191.75	1,079,271.48
Services & Supplies	207,114.08	969,969.25	825,945.41	243,673.13	2,282,296.55	304,531.61	1,371,330.90
Land	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Expense</b>	<b>369,188.63</b>	<b>1,044,375.77</b>	<b>1,081,457.68</b>	<b>672,393.79</b>	<b>2,847,341.28</b>	<b>989,723.36</b>	<b>2,450,602.38</b>
Prior Year Encumbrance	\$80,252.97	730,404.41	532,304.78	17,284.05	98,280.08	366,018.84	272,344.64
Current Year Encumbrance	-\$730,404.41	-532,304.78	-17,284.05	-98,280.08	-366,018.84	-272,344.64	-540,536.29
<b>Ending Fund Balance</b>	<b>4,650,475.75</b>	<b>6,034,654.86</b>	<b>7,323,847.75</b>	<b>9,010,531.64</b>	<b>8,515,840.04</b>	<b>9,904,501.83</b>	<b>9,930,848.13</b>
<b>Ending Unrestricted Fund Balance</b>	<b>3,920,071.34</b>	<b>5,502,350.08</b>	<b>7,306,563.70</b>	<b>8,912,251.56</b>	<b>8,149,821.20</b>	<b>9,632,157.19</b>	<b>9,390,311.84</b>

Figure 11-3: Flood Control Zone No. 9 Financials

FY15/16	FY16/17	FY17/18	FY18/19	FY19/20 06/16/20	*as of
<b>9,930,848.13</b>	<b>11,190,737.06</b>	<b>7,614,798.79</b>	<b>8,395,474.85</b>	<b>6,740,795.96</b>	
<b>9,390,311.84</b>	<b>10,027,918.27</b>	<b>5,391,947.40</b>	<b>6,115,479.57</b>	<b>4,823,754.20</b>	
2,556,556.42	2,704,853.72	2,800,314.22	3,013,228.53	2,903,620.95	
0.00	1,019.66	1,049,922.30	189,741.42	316,738.22	
1,500.00	40.00	7,999.00	1,499.00	564.00	
0.00	0.00	891,320.00	0.00	0.00	
<b>2,558,056.42</b>	<b>2,705,913.38</b>	<b>4,749,555.52</b>	<b>3,204,468.95</b>	<b>3,220,923.17</b>	
895,099.74	1,416,033.41	1,600,031.39	1,263,348.92	692,772.42	
403,067.75	1,065,818.24	2,285,518.07	1,878,694.62	1,367,963.90	
0.00	3,800,000.00	83,330.00	1,717,104.30	164,894.50	
<b>1,298,167.49</b>	<b>6,281,851.65</b>	<b>3,968,879.46</b>	<b>4,859,147.84</b>	<b>2,225,630.82</b>	
540,536.29	1,162,818.79	2,222,851.39	2,279,995.28	1,917,041.76	
<b>-1,162,818.79</b>	<b>-2,222,851.39</b>	<b>-2,279,995.28</b>	<b>-1,917,041.76</b>	<b>-3,451,055.23</b>	
<b>11,190,737.06</b>	<b>7,614,798.79</b>	<b>8,395,474.85</b>	<b>6,740,795.96</b>	<b>7,736,088.31</b>	
<b>10,027,918.27</b>	<b>5,391,947.40</b>	<b>6,115,479.57</b>	<b>4,823,754.20</b>	<b>4,285,033.08</b>	

## 11.8 SUSTAINABILITY

Local agencies play a critical role in protecting natural resources and the environment through land conservation, water recycling, preserving open space, and renewable energy projects. FCZ9's mission is to reduce the risk of flooding for the protection of life and property while utilizing sustainable practices. This mission is implemented through effective, transparent, and responsive planning, design, construction, operation, and maintenance of District-owned facilities such as stormwater pump stations, detention basins, bypass drains, creeks, ditches, and levees. FCZ9's efforts to reduce the frequency and extent of major flooding events have a major impact on water quality. Floods can overwhelm sewage treatment facilities and wash untreated sewage into creeks, storm drains, and the San Francisco Bay. Through their continued preventative measures, FCZ9 protects not just people and property, but the local environment as well.

District-led projects focus on integrating multiple benefits including flood risk mitigation, ecosystem restoration, improved fish passage, and recreational enhancements. The District's maintenance practices pay special attention to limiting any negative impact on wildlife, particularly threatened and endangered species. To achieve both flow conveyance and habitat protection, lower branches of trees are often pruned while higher ones are left to shade the creek, keeping water cool and preventing algae growth. In places where creek banks are in danger of eroding, deep-rooted native vegetation, such as willows, are encouraged to help stabilize the soil.

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## 12.0 COUNTY SERVICE AREA 27

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### 12.1 OVERVIEW

County Service Area 27 is a dependent special district that provides paramedic service through the Ross Valley Paramedic Joint Powers Authority for the unincorporated pockets outside of the boundaries of the cities and fire districts of the Upper Ross Valley area (e.g. unincorporated Fairfax, Greenbrae, San Quentin, etc.). The CSA has been funded by a special assessment approved by the voters since 1982. The November 2018 elections raised the cap on the annual parcel tax from \$75 to \$91.50.

**Table 12-1: County Service Area 27 Overview**

County Service Area 27 Overview			
<b>Primary Contact:</b>	Dan Eilerman, Assistant County Administrator		
<b>Administrative Contact:</b>	Chief Jason Weber	<b>Phone</b>	(415)-435-7200
<b>Main Office:</b>	3501 Civic Center Drive, Suite 325, San Rafael, CA 94903		
<b>Formation Date:</b>	1982		
<b>Services Provided:</b>	Paramedic Services to Unincorporated Upper Ross Valley Area		
<b>Service Area:</b>	3,556 acres		
<b>Population Served:</b>	≈8,000		

### 12.2 FORMATION AND DEVELOPMENT

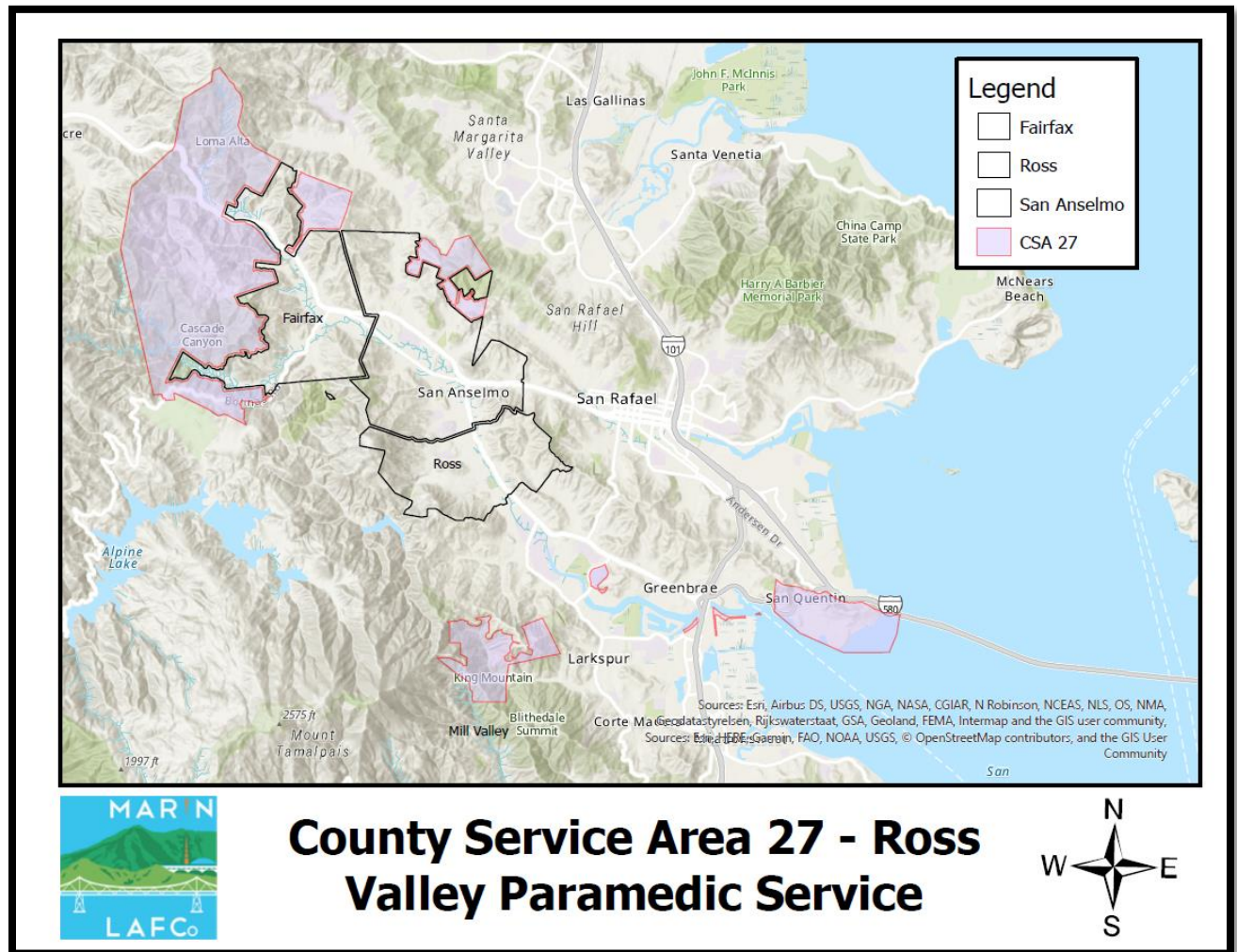
In 1982, the voters of Ross Valley overwhelmingly approved a special tax to help fund the fire department-based paramedic service known as the Ross Valley Paramedic Authority (RVPA). The Joint Powers Authority (JPA) was established with eight member agencies. At that time, with San Rafael, Novato, Southern Marin, and Marin County Fire Department all having started fire department based advanced life support systems, Ross Valley was the last pocket needing service. The initial Ross Valley Paramedic Authority tax was \$25 per parcel and provided for a single ambulance, originally stationed in the Town of Ross due to its central location. The RVPA was formed to provide free paramedic service and ambulance transportation to the nearest hospital for advanced life support patients. A private ambulance provider, United Ambulance, was contracted to transport basic life support (non life-threatening situations) patients for a fee. Since that time, service levels have continued to expand and evolve with paramedic care now being provided through a system that includes fire department paramedic ambulance units with trained paramedics aboard fire engines so that advanced emergency care can arrive as quickly as possible.

The ballot measure requires a two-thirds majority in order to be approved and, once passed, the agreed-upon amount, as well as the maximum cap, are in place for four years before returning to the voters for an extension. The current tax, Measure R, was adopted in November of 2018 and initially increased the amount from the previously capped amount of \$75 per parcel to the updated

amount of \$79.50 per parcel in the first year, with an increase of \$4 annually<sup>65</sup> to a maximum of \$91.50. This tax helps to cover the cost not only for paramedic services in unincorporated Ross Valley areas, but it also assists in offsetting the costs of supplies and equipment as well as covering continued paramedic training.

### 12.3 DISTRICT BOUNDARY AND SPHERE OF INFLUENCE

Figure 12-1: County Service Area 27 Boundary



The service area of CSA 27 is comprised of seven separate pockets of unincorporated lands west of Highway 101. These pockets include a large area to the west of the Town of Fairfax, the Oak Manor neighborhood between Fairfax and the Census Designated Place of Sleepy Hollow, the San Francisco Boulevard area to the northwest of San Anselmo, the San Quentin area, Greenbrae, a small area to the north of Mill Valley and West of Larkspur, and a small pocket between Larkspur and the Census Designated Place of Kentfield. In total, the service area of the CSA is

<sup>65</sup> [County of Marin; Past Elections – Measure R](#)

approximately 5.5 square miles. The existing sphere of influence is coterminous with the current boundaries and was originally established in 1984 and most recently reaffirmed in 2007.

## 12.4 MUNICIPAL SERVICES

CSA 27 provides paramedic services to the seven previously mentioned unincorporated pockets of land by way of the Ross Valley Paramedic Authority (RVPA). The CSA provides funding to the Authority by way of a voter-approved parcel tax. The Authority provides paramedic services throughout the Upper Ross Valley region by way of a single ambulance stationed in the Town of Ross in combination with fire engine-based paramedic certified firefighters through the member agencies. The member agencies of the RVPA consist of the Town of Ross, Town of San Anselmo, City of Larkspur, the Town of Fairfax, the Sleepy Hollow Fire Protection District, the Kentfield Fire Protection District, and the Town of Corte Madera<sup>66</sup> as a sub-contractor of the RVPA that sets tax rates that are separate from the other member agencies.

## 12.5 ORGANIZATION STRUCTURE

### Board of Supervisors

As a dependent special district, the Marin County Board of Supervisors serves as the CSA’s governing body. The five-member Board of Supervisors meets the second and fourth Tuesday every month at 9:00 a.m. in the County of Marin Civic Building located at 3501 Civic Center Drive, Suite 260 in San Rafael. The Board of Supervisors determines policy, adopts annual budgets, fixes salaries, and is responsible for overseeing mandated district functions as carried out by various county departments.

**Table 12-2: Marin County Board of Supervisors**

Member	Position	Term
Damon Connolly	Supervisor	Expires January 2023
Katie Rice	President	Expires January 2021
Kate Sears	Supervisor	Expires January 2021
Dennis Rodoni	Vice-President	Expires January 2021
Judy Arnold	2 <sup>nd</sup> Vice-President	Expires January 2023

### Staffing and District Operations

As a dependent district of the County, all administrative services are provided by County departments, including legal counsel and compilation of financial transaction reports for the State Controller’s Office required under Government Code Section 53891.

<sup>66</sup> [City of Larkspur City Council Meeting Staff Report](#)



## 12.6 ACCOUNTABILITY AND TRANSPARENCY

### Meeting and Agendas

CSA 27, as a funding mechanism for the Ross Valley Paramedic Authority, is included in the scope of the Board of Directors meetings for the Ross Valley Paramedic Authority despite the oversight and ultimate decision making power falling to the Marin County Board of Supervisors. Meetings take place on the first Thursday of each month at 6:30 p.m. at the Kentfield Fire Protection District headquarters at 1004 Sir Francis Drake Boulevard, Kentfield. Agendas and minutes for these meetings can be found on the RVPA website at <http://rossvalleypa.org/governance/meetings>. At the time of this writing, the posted meeting materials on the site are outdated, with the most recent board packet available being dated May 4, 2017. RVPA staff has been made aware of this and are working to update.

### Annual Budget Review

CSA 27 posts its financial information by way of the Ross Valley Paramedic Authority's annual budget and audit. RVPA adopts an annual budget in June of each year. As the CSA has no expenditures to be reported, the only information provided by the District is the parcel tax revenue that it projects to receive in the coming fiscal year. The CSA is included in the County of Marin Comprehensive Annual Financial Report as a line item under Health and Sanitation of the Budgetary Comparison Schedule.

## 12.7 FINANCIAL OVERVIEW

CSA 27 provides funding to the Ross Valley Paramedic Authority by way of a parcel tax that was first adopted in 1982. The most recently adopted update of the tax measure, Measure R<sup>67</sup>, was adopted on June 19<sup>th</sup>, 2018, and will continue until June 30, 2023. The adopted tax, in its first year, levied a charge in the amount of \$79.50 per taxable living unit or per 1,500 square feet of structure on a developed parcel in nonresidential use. The tax increases \$4 annually and has a cap of \$91.50. The projected revenue for the CSA for FY 2020-21 is \$60,716, as part of the total revenue for RVPA which is \$2,793,533.33. A full break down of the revenues and percentage of revenues for the Ross Valley Paramedic Authority can be seen below in figures 12-2 and 12-3.

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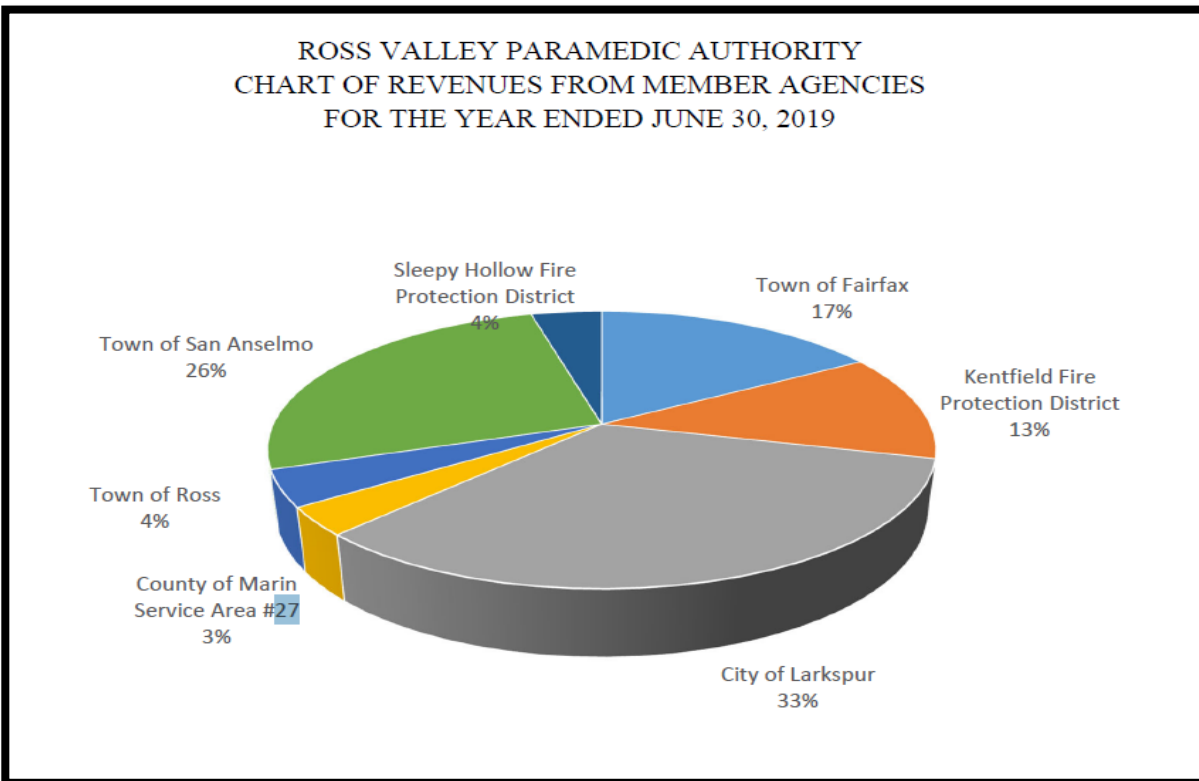
<sup>67</sup> [County of Marin; Past Elections – Measure R](#)



Figure 12-2: Ross Valley Paramedic Authority Projected Revenues FY 2020-21

Fund	Account Number	Account Name	2020-2021 Total Budget Bud 2020-2021
705	705-1204-101004	INVESTMENT EARNINGS	(2,200)
705	705-1205-200002	KENTFIELD FIRE DIST	(234,660)
705	705-1205-200003	CITY OF LARKSPUR	(629,291)
705	705-1205-200004	COUNTY SER AREA 27	(60,716)
705	705-1205-200007	TOWN OF FAIRFAX	(311,099)
705	705-1205-200009	TOWN OF ROSS	(79,600)
705	705-1205-200010	SLEEPY HOLLOW FIRE DIST	(75,670)
705	705-1205-200013	SAN ANSELMO	(495,297)
705	705-1207-103000	OTHER REVENUE	(5,000)
705	705-1207-103005	TRANSPORT BILLING	(900,000)
705	705-1308-109006	DISPOSITION OF PROPERTY	-
705	705-9999-359001	TRANSFER FROM RESERVES	-
<b>Total Revenue</b>			<b>(2,793,533.33)</b>

Figure 12-3: Ross Valley Paramedic Authority Member Agency Revenues



# MARIN LAFCO CHECKLIST FOR UPPER ROSS VALLEY AREA MSR

These following items will be added to the Marin LAFCo work plan.

- Working group to explore possible creation of new fire services district from the existing agencies comprising the Ross Valley Fire Department with the inclusion of the Kentfield Fire Protection District and Central Marin Fire Department as other possible additions.
  
- Working group to review boundary irregularities along Crest Road between the Town of San Anselmo and the Town of Ross

## MARIN LOCAL AGENCY FORMATION COMMISSION

RESOLUTION NO. 20-23

### ADOPTION OF THE UPPER ROSS VALLEY MUNICIPAL SERVICE REVIEW

**WHEREAS** the Marin Local Agency Formation Commission, hereinafter referred to as the “Commission”, is a political subdivision of the State of California with regulatory and planning responsibilities to produce orderly growth and development under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000; and

**WHEREAS** the Commission is responsible under Government Code Section 56430 to regularly prepare studies to independently assess the availability, performance, and need of governmental services to inform its regulatory and other planning activities; and

**WHEREAS** part of such reviews, LAFCo must compile and evaluate service-related information and make written determinations regarding infrastructure needs or deficiencies, growth and population projections for the affected area, financing constraints and opportunities for shared facilities, government structure options, including advantages and disadvantages of consolidation or reorganization of service providers, evaluation of management efficiencies, and local accountability and governance; and

**WHEREAS** a written report on the municipal service review was presented to the Commission in a manner provided by law; and

**WHEREAS** Marin LAFCo issued a Draft Service Review on Wednesday, July 22, 2020; and

**WHEREAS** as part of the municipal service review, the Commission is required pursuant to Government Code Section 56430(a) to make a statement of written determinations with regards to certain factors.

**NOW, THEREFORE**, the Marin Local Agency Formation Commission **DOES HEREBY RESOLVE, DETERMINE AND ORDER**, based upon the information contained in the written report, correspondence from affected agencies and information received during the public hearings, as follows:

1. The Commission determines this municipal service review is a project under the California Environmental Quality Act but qualifies for an exemption from further action as an informational document consistent with Code of Regulations Section 15306.
2. The Commission adopts the statement of written determinations generated from the information presented in the written report on the municipal service review as set forth in Exhibit “A”.

- 3. The Commission refers the public to the report on the municipal service review for additional details and important context, including – but not limited to – documenting each agency’s active and latent service powers.

**PASSED AND ADOPTED** by the Marin Local Agency Formation Commission, on October 8, 2020, by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
 Sashi McEntee, Chair  
 Marin LAFCo

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
 Jason Fried, LAFCO Executive Officer

\_\_\_\_\_  
 Malathy Subramanian, LAFCo Counsel

Attachments to Resolution No. 20-23

- 1) Exhibit “A”

**EXHIBIT A****UPPER ROSS VALLEY REGIONAL STUDY****MUNICIPAL SERVICE REVIEW DETERMINATIONS  
GOVERNMENT CODE SECTION 56430****1. Growth and population projections for the affected area.**

a) Projected growth in the study area is expected to be minimal. The Town of Ross population is expected to increase to a total population of XYZ by 2030, a .5% annual growth rate. The Town of San Anselmo population is expected to increase to a total population of 2,200 by 2030, less than a .3% annual growth rate. The Town of Fairfax is expected to increase to a total population of XYZ by 2030, less than a .4% annual growth rate.

b) The expected population and growth rate in unincorporated spaces around the study area is all fairly minimal. The community of Sleepy Hollow saw an 8% population decline between 2010 and 2018 and the community of Kentfield has seen an annual growth rate of less than 1% over the course of the past decade.

**2. The location and characteristics of any disadvantaged unincorporated communities within or contiguous to the sphere of influence.**

a) There are no identified DUCs within the study area.

**3. Present and planned capacity of public facilities, adequacy of public services, and infrastructure needs or deficiencies including needs or deficiencies related to sewers, municipal and industrial water, and structural fire protection in any disadvantaged unincorporated communities within or contiguous to the sphere of influence.**

a) As noted above, there are no unincorporated communities within the study area that have been identified as disadvantaged.

**4. Financial ability of agencies to provide services.**

a) The Town of San Anselmo, Town of Ross, Town of Fairfax, Kentfield Fire

Protection District, Sleepy Hollow Fire Protection District, Ross Valley Fire Department, County Service Area 27, and Flood Control Zone 9 all prepare annual budgets and prepare financial statements in accordance with established governmental accounting standards. The Town Councils, KFPD, SHFPD, RVFD Boards, and the County Board of Supervisors, acting as the Board for the Marin County Flood Control and Water Conservation District, may amend their budgets by resolution during the fiscal year in order to respond to emerging needs, changes in resources, or shifting priorities. Expenditures may not exceed appropriations at the fund level, which is the legal level of control.

b) The Town Managers, Fire Chiefs, and County Administrative Officer are authorized to transfer budgeted amounts between accounts, departments or funds under certain circumstances, however; the Town Councils, Special District Boards, Joint Powers Authority Board, and County Board of Supervisors, acting as the Board for the Marin County Flood Control and Water Conservation District, must approve any increase in the operating expenditures, appropriations for capital projects, and transfers between major funds and reportable fund groups. Audited financial statements are also prepared for each agency by independent certified public accounting firms.

c) While additional revenues are needed to provide some services and maintain infrastructure covered in this MSR, the agencies meet their financial responsibilities to provide services. All of the agencies encompassed in this study have shown themselves to be financially solvent both currently and for the foreseeable future.

## **5. Status of, and opportunities for, shared facilities.**

a) No specific opportunities for shared facilities that would prove advantageous to both participating parties were identified in the course of this study.

## **6. Accountability for community service needs, including governmental structure and operational efficiencies.**

a) In the time allotted prior to the sunset of the current Memorandum of Understanding between the Ross Valley Fire Department and the County of Marin in 2023, A working group should be formed between Marin LAFCo and each of the member agencies comprising the Ross Valley Fire Department to explore the possibility of creating a new independent or dependent single fire services district for the Upper Ross Valley region. In addition, representatives



from Kentfield Fire Protection District as well as the Central Marin Fire Authority should be included in this working group in an effort to also explore the creation of a single fire district for the entirety of the Ross Valley. This new district would also assume responsibility for paramedic services. From a high level, the immediately apparent advantages to this action are as follows:

- **Service Level, Operations, or Efficiency:** Increased organizational scale may allow reductions in management costs, greater efficiency in overtime control, unified training, and reduction in equipment and procedural redundancies. Additionally, a reduced reliance on mutual aid.
- **Cost Savings:** Reduced personnel costs (chief officers); elimination of redundant purchases for apparatus, reduced maintenance of reserve equipment, building space, training facilities, and other supplies. Also the opportunity for unified information management services.
- **Political Accountability:** Direct representation, election of district members (independent district only). District board may be expanded to include board members of predecessor agencies. Consolidations would require voter approval unless there is unanimous consent of consolidating boards.

Some of the obstacles that present themselves from an initial analysis look include:

- **Cost Savings:** Requires permanent transfer of property tax revenues from cities to the new district. Financial equity may be difficult to attain for all involved agencies. It may require new special tax measures in some areas. Possible aggregate increases in cost of employee benefits.
- **Political Accountability:** Complex implementation likely to require a step-by-step consolidation process. Loss of ability to weigh competing service priorities in multi-purpose agencies (i.e. cities).

While a special study on this particular endeavor is warranted, if not necessitated, preliminary dialogue between the proposed agencies and Marin LAFCo to begin vetting some of the high-level issues is encouraged as soon as possible.

b) The Town of San Anselmo has a small pocket of inhabited unincorporated space (island) that is significantly surrounded by the Town and that is contiguous with its current jurisdictional boundary. Access to the unincorporated area can

be gained only by way of going directly through the Town itself. Marin LAFCo's Unincorporated Island policy encourages annexations of islands to cities, where supported by the island community, to further reduce and/or eliminate islands to provide more orderly local governmental boundaries and cost-efficiencies. However, Marin LAFCo will not independently proceed with an entire island annexation to a municipality where local residents have voiced opposition. Marin LAFCo staff, in December 2019, met with a few key community leaders of the San Anselmo unincorporated island area along San Francisco Boulevard. While they understood the relationship between their area and the Town, they had a desire for additional information on the details of how annexation would impact them directly that only Town staff would be able to provide. At this time, Marin LAFCo recommends that Town staff members, with support from Marin LAFCo staff, explore the willingness of residents within this unincorporated space to consider annexation by way of meeting with community groups within the area, as well as examining their ability to extend services to these areas if they are not already doing so unofficially.

**7. Any other matter related to effective or efficient service delivery, as required by commission policy**

a) The Town of Fairfax should internally review its current practices for posting public documents on its website. At this time there are multiple documents, in particular, the entirety of the financial documents posted, that are simply scanned images of the documents themselves. This renders the document unrecognizable to screen readers or basic search functionality within the document which is a requirement for compliance under Title II of the Americans with Disabilities Act (ADA). Town staff is aware of the issue and is exploring options to address the formatting of its online documents.

b) There are multiple parcels along the area of Crest Road on the boundary of the Town of Ross and the Town of San Anselmo that are either split by the jurisdictional boundary or, in one particular case, has a structure that sits on two separate parcels that are on either side of the boundary and the boundary splits the structure itself. A working group between the Town of Ross staff, Town of San Anselmo staff, parcel owners, and Marin LAFCo should be formed in order to address these boundary irregularities and ensure that the collection of any property or parcel tax is ending up with the correct jurisdiction.

c) CSA 27's membership in the Ross Valley Paramedic Authority led Marin LAFCo staff to discover that public documents available on the Authority's site, including budgets, audits, and meeting agendas/minutes, are outdated at this time. The most recent budget posted dates to FY 2015-16, the most recent audit

from the year ended June 30, 2014, and the most recent meeting materials from May of 2017. While RVPA as a full entity is not being reviewed in this document, in light of CSA 27's membership in the Authority and with CSA 27 receiving a full review in this study, staff recommends that RVPA make efforts to update and maintain its website with current public documentation in order to allow for greater public transparency.

**MARIN LOCAL AGENCY FORMATION COMMISSION**

RESOLUTION NO. 20-24

**RESOLUTION REAFFIRMING THE SPHERE OF INFLUENCE OF  
THE TOWN OF SAN ANSELMO**

**WHEREAS** upon determination and adoption of a sphere of influence, the Marin Local Agency Formation Commission is required to periodically review and update adopted spheres of influence for each city and special district not less than once every five years within Marin County under Government Code Section 56425 (g); and

**WHEREAS** the Executive Officer has conducted a review of the adopted sphere of influence of local government agencies in the Upper Ross Valley area, prepared a summary, *Upper Ross Valley Municipal Service Review*, including his recommendations thereon, the summary having been presented to and considered by this Commission; and

**WHEREAS** a public hearing by this Commission was held on the *Upper Ross Valley Municipal Service Review* and staff's recommendations contained in that report on the date and at the time noticed thereof, and at the hearing, this Commission heard and received all oral and written testimony, objections and evidence which were made, presented or filed, and all persons present were given an opportunity to hear and be heard with respect to the proposal and the Executive Officer's report.

**NOW, THEREFORE**, based upon the information contained in the Executive Officer's report, correspondence from affected agencies and information received during the public hearings, the Marin Local Agency Formation Commission **DOES HEREBY RESOLVE, DETERMINE AND ORDER** as follows:

Section 1. The sphere of influence of the Town of San Anselmo is hereby reaffirmed without change as shown on Exhibit B attached hereto and incorporated herein by reference and the Commission makes the written determinations pursuant to Government Code section 56425(e) as provided for in Exhibit A attached hereto and incorporated herein by reference.

Section 2. Pursuant to Section 15061(b)(3) of the State CEQA Guidelines, the Commission finds that this review and reaffirmation of the sphere of influence of the Town of San Anselmo is exempt from the provisions of the California Environmental Quality Act because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

Section 3. The Executive Officer is hereby directed to mail copies of this resolution to affected local government agencies in the Upper Ross Valley area.

**PASSED AND ADOPTED** by the Marin Local Agency Formation Commission, on October 8, 2020 by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Sashi McEntee, Chair  
Marin LAFCo

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Jason Fried, LAFCo Executive Officer

\_\_\_\_\_  
Malathy Subramanian, LAFCo Counsel

Attachments to Resolution No. 20-24

- a) Exhibit A - Determinations
- b) Exhibit B - Map

## EXHIBIT A

## TOWN OF SAN ANSELMO SPHERE OF INFLUENCE DETERMINATIONS

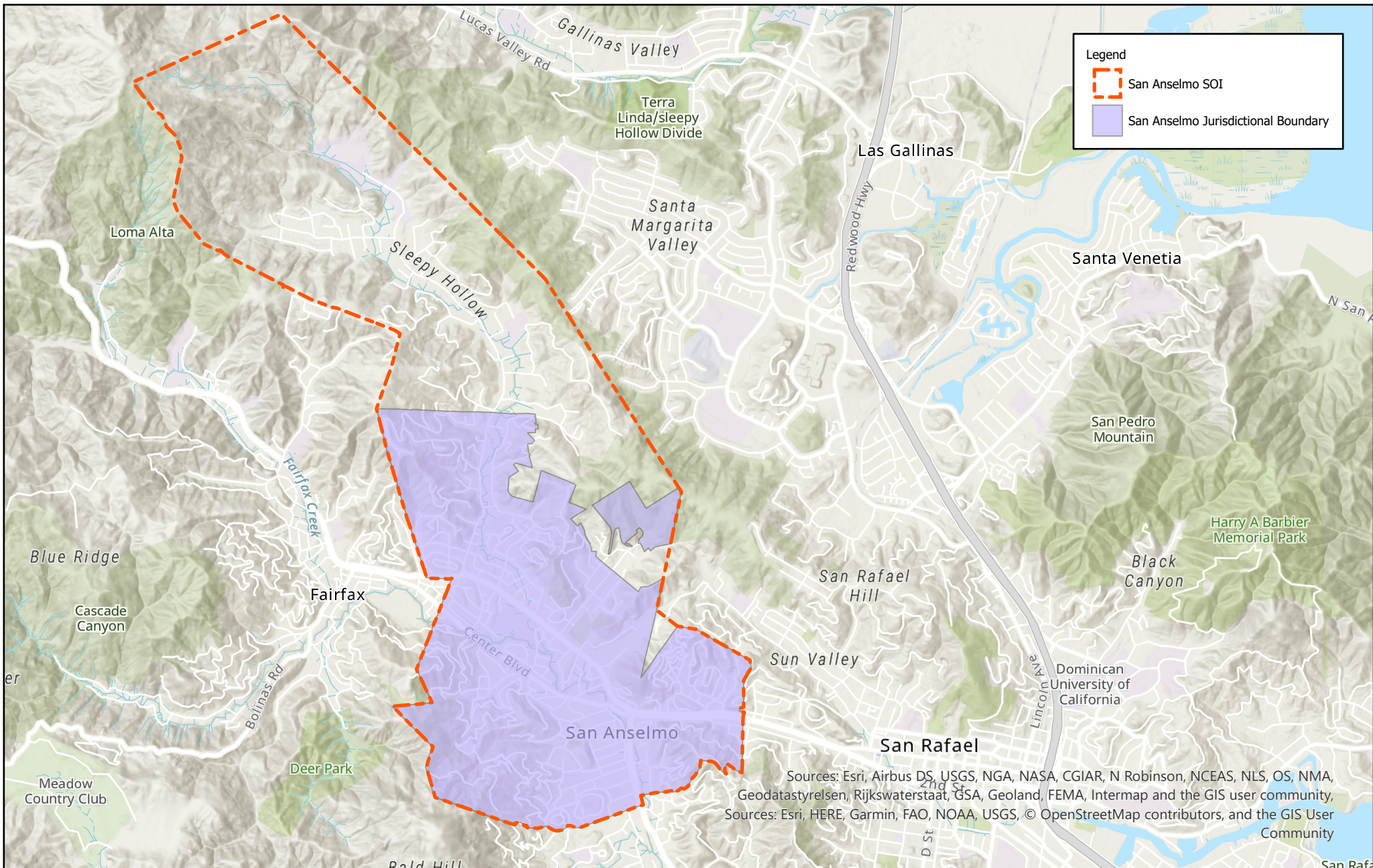
## GOVERNMENT CODE SECTION 56425

- 1) The present and planned land uses in the area, including agricultural and open-space lands.
  - Present and planned land uses in the adopted sphere of influence are governed by the General Plan of the Town of San Anselmo and the Marin Countywide Plan. Within its jurisdictional boundary, the Town is essentially built out at this time and the majority of the remaining undeveloped parcels are designated as single-family residential. Unincorporated areas within the sphere of influence are subject to Town consideration for annexation.
- 2) The present and probable need for public facilities and services in the area.
  - The Town of San Anselmo's current facilities and services included in the Town of San Anselmo sphere of influence are sufficient to provide those services to the area within the designated town sphere of influence.
- 3) The present capacity of public facilities and adequacy of public services that the agency provides or is authorized to provide.
  - The operating departments and public facilities of the Town of San Anselmo are adequate to provide service to the Town's currently incorporated area and areas within its sphere of influence. While the Town has the capacity to extend services to unincorporated areas within its current sphere, any proposed annexation of any outlying unincorporated areas would require a higher level of scrutiny due to road maintenance costs and other service responsibilities.
- 4) The existence of any social or economic communities of interest in the area if the commission determines that they are relevant to the city.
  - The Commission has determined that social and economic communities of interest between areas currently within the boundaries of the Town of San Anselmo and the area surrounding its jurisdiction are not relevant to the determination of the Town's sphere of influence.
- 5) For an update of a sphere of influence for a city that provides public facilities or services related to sewers, municipal and industrial water, or structural fire protection, that occurs on or after July 1, 2012, the present and probable need for those public facilities

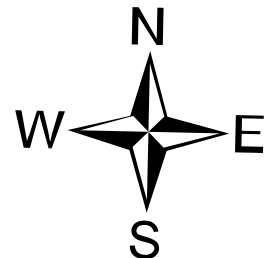


and services of any disadvantaged unincorporated communities within the existing sphere of influence.

- There are no unincorporated communities within the Study Area that have been identified as disadvantaged.



# Town of San Anselmo Jurisdictional Boundary and Sphere of Influence



**MARIN LOCAL AGENCY FORMATION COMMISSION**

RESOLUTION NO. 20-25

**RESOLUTION REAFFIRMING THE SPHERE OF INFLUENCE OF  
THE TOWN OF FAIRFAX**

**WHEREAS** upon determination and adoption of a sphere of influence, the Marin Local Agency Formation Commission is required to periodically review and update adopted spheres of influence for each city and special district not less than once every five years within Marin County under Government Code Section 56425 (g); and

**WHEREAS** the Executive Officer has conducted a review of the adopted sphere of influence of local government agencies in the Upper Ross Valley area, prepared a summary, *Upper Ross Valley Municipal Service Review*, including his recommendations thereon, the summary having been presented to and considered by this Commission; and

**WHEREAS** a public hearing by this Commission was held on the *Upper Ross Valley Municipal Service Review* and staff's recommendations contained in that report on the date and at the time noticed thereof, and at the hearing, this Commission heard and received all oral and written testimony, objections and evidence which were made, presented or filed, and all persons present were given an opportunity to hear and be heard with respect to the proposal and the Executive Officer's report.

**NOW, THEREFORE**, based upon the information contained in the Executive Officer's report, correspondence from affected agencies and information received during the public hearings, the Marin Local Agency Formation Commission **DOES HEREBY RESOLVE, DETERMINE AND ORDER** as follows:

Section 1. The sphere of influence of the Town of Fairfax is hereby reaffirmed without change as shown on Exhibit B attached hereto and incorporated herein by reference and the Commission makes the written determinations pursuant to Government Code section 56425(e) as provided for in Exhibit A attached hereto and incorporated herein by reference.

Section 2. Pursuant to Section 15061(b)(3) of the State CEQA Guidelines, the Commission finds that this review and reaffirmation of the sphere of influence of the Town of Fairfax is exempt from the provisions of the California Environmental Quality Act because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

Section 3. The Executive Officer is hereby directed to mail copies of this resolution to affected local government agencies in the Fairfax area.

**PASSED AND ADOPTED** by the Marin Local Agency Formation Commission, on October 8, 2020, by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Sashi McEntee, Chair  
Marin LAFCo

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Jason Fried, LAFCo Executive Officer

\_\_\_\_\_  
Malathy Subramanian, LAFCo Counsel

Attachments to Resolution No. 20-25

- a) Exhibit A - Determinations
- b) Exhibit B - Map

## EXHIBIT A

## TOWN OF FAIRFAX SPHERE OF INFLUENCE DETERMINATIONS

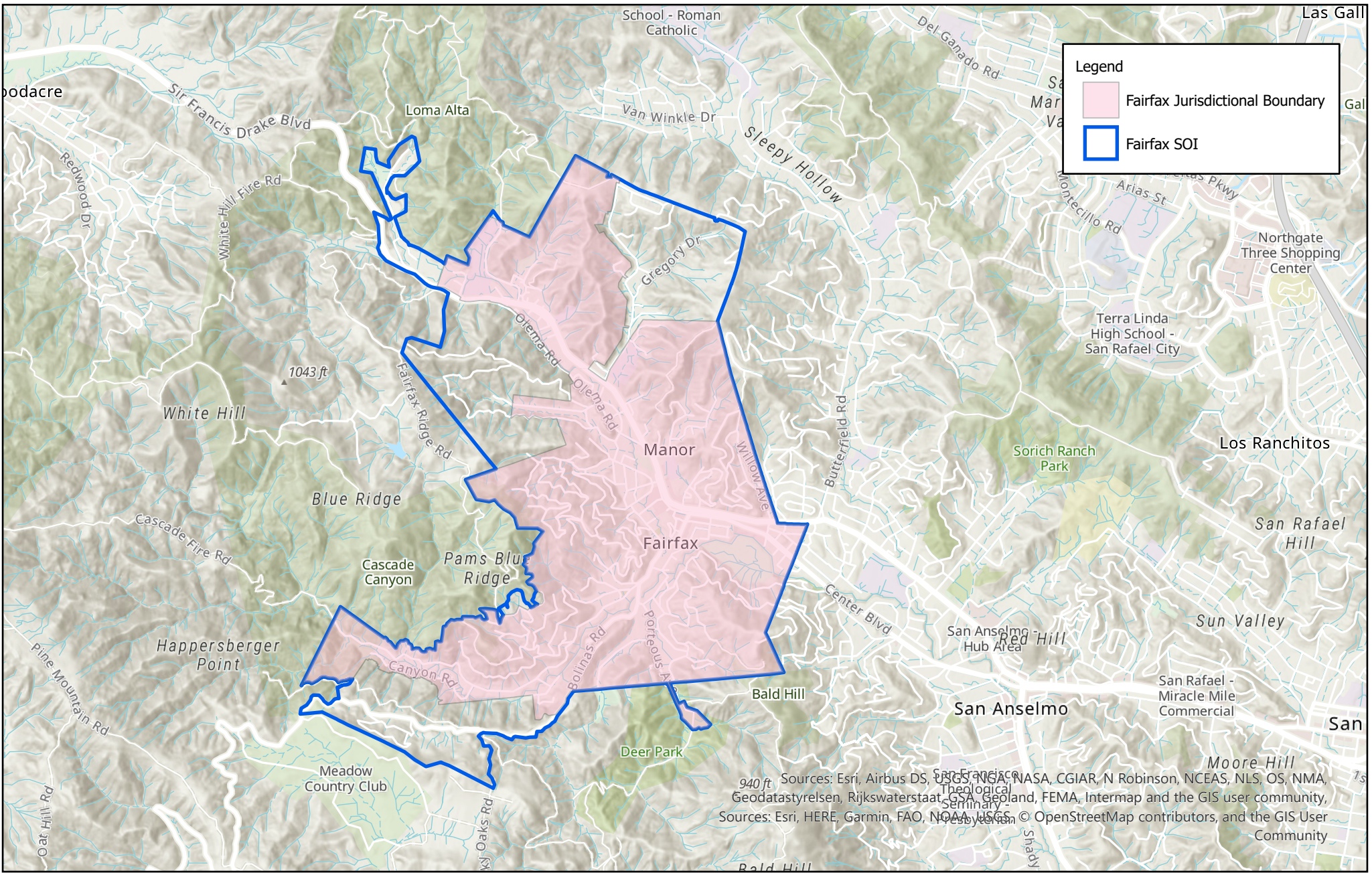
## GOVERNMENT CODE SECTION 56425

- 1) The present and planned land uses in the area, including agricultural and open-space lands.
  - Present and planned land uses in the adopted sphere of influence are governed by the General Plan of the Town of Fairfax and the Marin Countywide Plan. Within its jurisdictional boundary, the Town is essentially built out at this time and the majority of the remaining undeveloped parcels are designated as single-family residential. Unincorporated areas within the sphere of influence are subject to Town consideration for annexation.
- 2) The present and probable need for public facilities and services in the area.
  - The Town of Fairfax's current facilities and services included in the Town of Fairfax sphere of influence are sufficient to provide those services to the area within the designated town sphere of influence.
- 3) The present capacity of public facilities and adequacy of public services that the agency provides or is authorized to provide.
  - The operating departments and public facilities of the Town of Fairfax are adequate to provide service to the Town's currently incorporated area and areas within its sphere of influence. While the Town has the capacity to extend services to unincorporated areas within its current sphere, any proposed annexation of the outlying unincorporated areas within the sphere would require a higher level of scrutiny due to road maintenance costs and responsibilities.
- 4) The existence of any social or economic communities of interest in the area if the commission determines that they are relevant to the city.
  - The Commission has determined that social and economic communities of interest between areas currently within the boundaries of the Town of Fairfax and the area surrounding its jurisdiction are not relevant to the determination of the Town's sphere of influence.
- 5) For an update of a sphere of influence for a city that provides public facilities or services related to sewers, municipal and industrial water, or structural fire protection, that occurs on or after July 1, 2012, the present and probable need for those public facilities

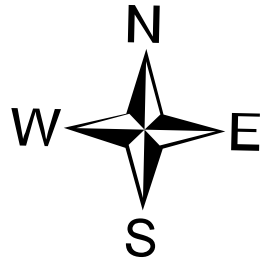
and services of any disadvantaged unincorporated communities within the existing sphere of influence.

- There are no unincorporated communities within the Study Area that have been identified as disadvantaged.





# Town of Fairfax Jurisdictional Boundary and Sphere of Influence



**MARIN LOCAL AGENCY FORMATION COMMISSION**

RESOLUTION NO. 20-26

**RESOLUTION REAFFIRMING THE SPHERE OF INFLUENCE OF  
THE TOWN OF ROSS**

**WHEREAS** upon determination and adoption of a sphere of influence, the Marin Local Agency Formation Commission is required to periodically review and update adopted spheres of influence for each city and special district not less than once every five years within Marin County under Government Code Section 56425 (g); and

**WHEREAS** the Executive Officer has conducted a review of the adopted sphere of influence of local government agencies in the Upper Ross Valley area, prepared a summary, *Upper Ross Valley Municipal Service Review*, including his recommendations thereon, the summary having been presented to and considered by this Commission; and

**WHEREAS** a public hearing by this Commission was held on the *Upper Ross Valley Municipal Service Review* and staff's recommendations contained in that report on the date and at the time noticed thereof, and at the hearing, this Commission heard and received all oral and written testimony, objections and evidence which were made, presented or filed, and all persons present were given an opportunity to hear and be heard with respect to the proposal and the Executive Officer's report.

**NOW, THEREFORE**, based upon the information contained in the Executive Officer's report, correspondence from affected agencies and information received during the public hearings, the Marin Local Agency Formation Commission **DOES HEREBY RESOLVE, DETERMINE AND ORDER** as follows:

Section 1. The sphere of influence of the Town of Ross is hereby reaffirmed without change as shown on Exhibit B attached hereto and incorporated herein by reference and the Commission makes the written determinations pursuant to Government Code section 56425(e) as provided for in Exhibit A attached hereto and incorporated herein by reference.

Section 2. Pursuant to Section 15061(b)(3) of the State CEQA Guidelines, the Commission finds that this review and reaffirmation of the sphere of influence of the Town of Ross is exempt from the provisions of the California Environmental Quality Act because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

Section 3. The Executive Officer is hereby directed to mail copies of this resolution to affected local government agencies in the Upper Ross Valley area.

**PASSED AND ADOPTED** by the Marin Local Agency Formation Commission, on October 8, 2020, by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Sashi McEntee, Chair  
Marin LAFCo

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Jason Fried, LAFCo Executive Officer

\_\_\_\_\_  
Malathy Subramanian, LAFCo Counsel

Attachments to Resolution No. 20-26

- a) Exhibit A - Determinations
- b) Exhibit B - Map

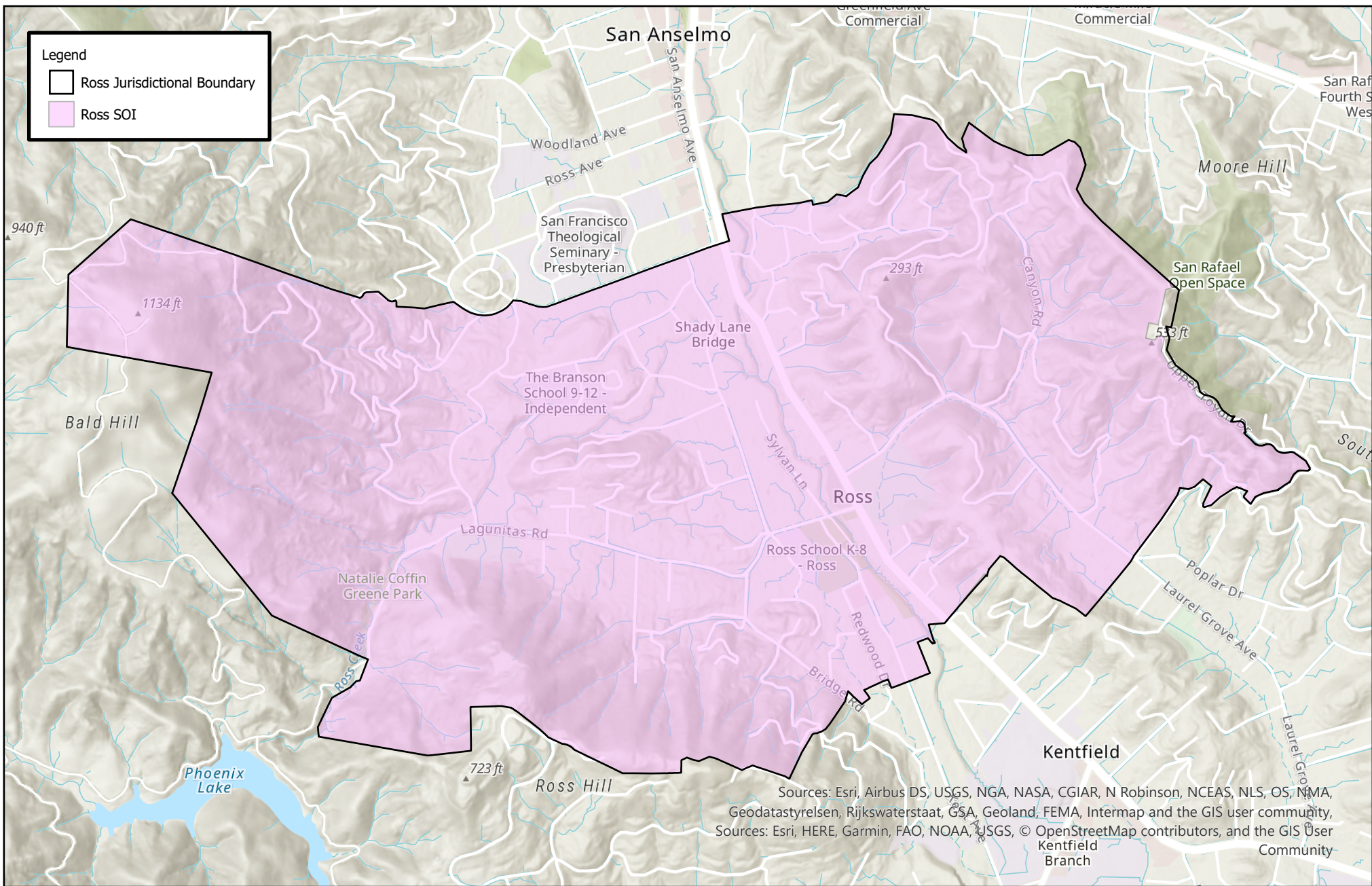


## EXHIBIT A

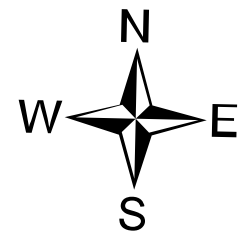
## TOWN OF ROSS SPHERE OF INFLUENCE DETERMINATIONS

## GOVERNMENT CODE SECTION 56425

- 1) The present and planned land uses in the area, including agricultural and open-space lands.
  - Present and planned land uses in the adopted sphere of influence are governed by the General Plan of the Town of Ross and the Marin Countywide Plan. Within its jurisdictional boundary, the Town is essentially built out at this time and the majority of the remaining undeveloped parcels are designated as single-family residential.
- 2) The present and probable need for public facilities and services in the area.
  - The Town of Ross's current facilities and services included in the Town of Ross sphere of influence are sufficient to provide those services to the area within the designated town sphere of influence.
- 3) The present capacity of public facilities and adequacy of public services that the agency provides or is authorized to provide.
  - The operating departments and public facilities of the Town of Ross are adequate to provide service to the Town's currently incorporated area and areas within its sphere of influence.
- 4) The existence of any social or economic communities of interest in the area if the commission determines that they are relevant to the city.
  - The Commission has determined that social and economic communities of interest between areas currently within the boundaries of the Town of Ross and the area surrounding its jurisdiction are not relevant to the determination of the Town's sphere of influence.
- 5) For an update of a sphere of influence for a city that provides public facilities or services related to sewers, municipal and industrial water, or structural fire protection, that occurs on or after July 1, 2012, the present and probable need for those public facilities and services of any disadvantaged unincorporated communities within the existing sphere of influence.
  - There are no unincorporated communities within the Study Area that have been identified as disadvantaged.



# Town of Ross Jurisdictional Boundary & Sphere of Influence



**MARIN LOCAL AGENCY FORMATION COMMISSION**

RESOLUTION NO. 20-27

**RESOLUTION REAFFIRMING THE SPHERE OF INFLUENCE OF  
THE KENTFIELD FIRE PROTECTION DISTRICT**

**WHEREAS** upon determination and adoption of a sphere of influence, the Marin Local Agency Formation Commission is required to periodically review and update adopted spheres of influence for each city and special district not less than once every five years within Marin County under Government Code Section 56425 (g); and

**WHEREAS** the Executive Officer has conducted a review of the adopted sphere of influence of local government agencies in the Upper Ross Valley area, prepared a summary, *Upper Ross Valley Municipal Service Review*, including his recommendations thereon, the summary having been presented to and considered by this Commission; and

**WHEREAS** a public hearing by this Commission was held on the *Upper Ross Valley Municipal Service Review* and staff's recommendations contained in that report on the date and at the time noticed thereof, and at the hearing, this Commission heard and received all oral and written testimony, objections and evidence which were made, presented or filed, and all persons present were given an opportunity to hear and be heard with respect to the proposal and the Executive Officer's report.

**NOW, THEREFORE**, based upon the information contained in the Executive Officer's report, correspondence from affected agencies and information received during the public hearings, the Marin Local Agency Formation Commission **DOES HEREBY RESOLVE, DETERMINE AND ORDER** as follows:

Section 1. The sphere of influence of the Kentfield Fire Protection District (Kentfield FPD) is hereby reaffirmed without change as shown on Exhibit B attached hereto and incorporated herein by reference and the Commission makes the written determinations pursuant to Government Code section 56425(e) as provided for in Exhibit A attached hereto and incorporated herein by reference.

Section 2. Pursuant to Section 15061(b)(3) of the State CEQA Guidelines, the Commission finds that this review and reaffirmation of the sphere of influence of the Kentfield Fire Protection District is exempt from the provisions of the California Environmental Quality Act because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.



Section 3. The Executive Officer is hereby directed to mail copies of this resolution to affected local government agencies in the Upper Ross Valley area.

**PASSED AND ADOPTED** by the Marin Local Agency Formation Commission, on October 8, 2020, by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Sashi McEntee, Chair  
Marin LAFCo

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Jason Fried, LAFCo Executive Officer

\_\_\_\_\_  
Malathy Subramanian, LAFCo Counsel

Attachments to Resolution No. 20-27

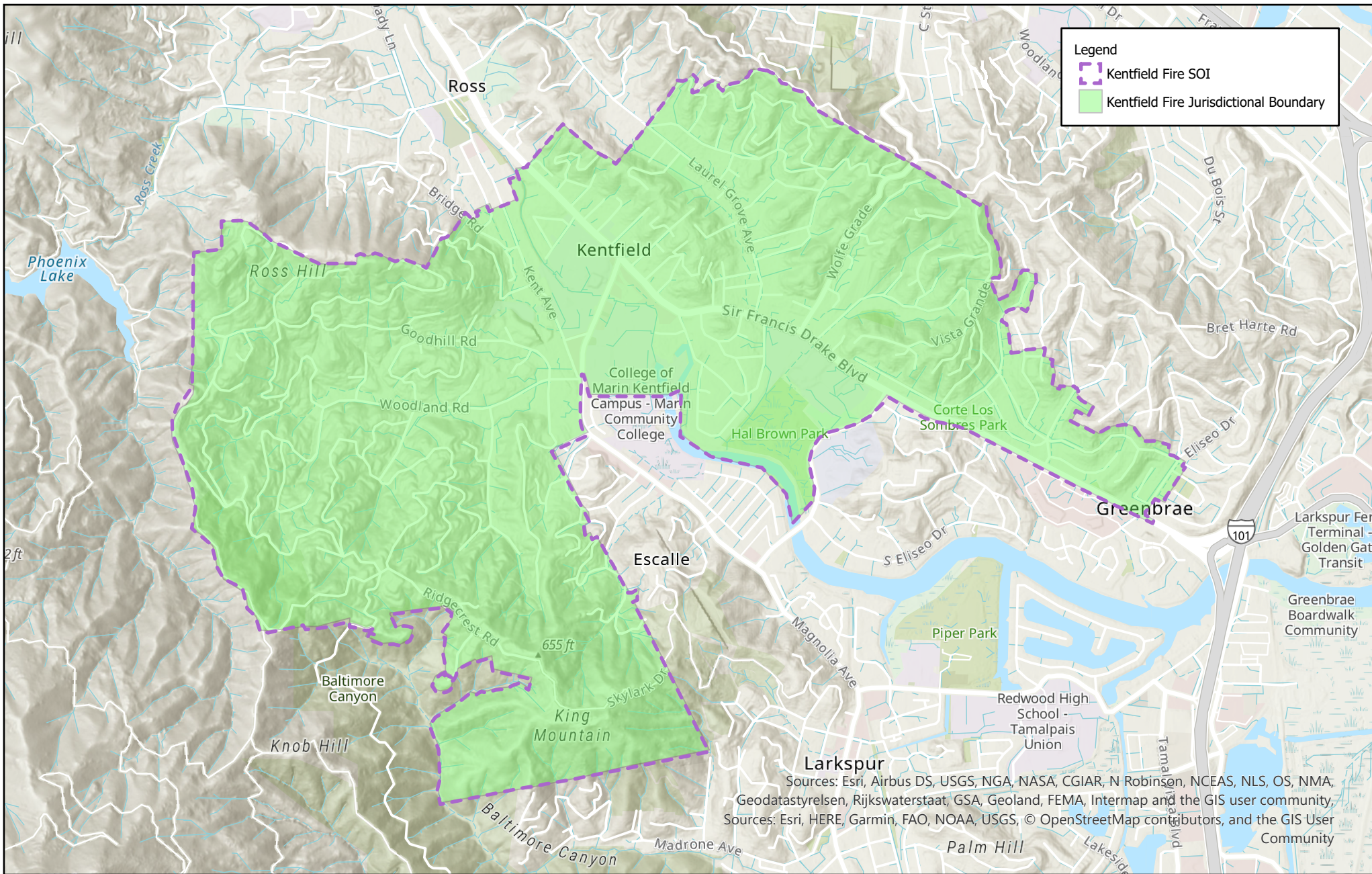
- a) Exhibit A - Determinations
- b) Exhibit B - Map

## EXHIBIT A

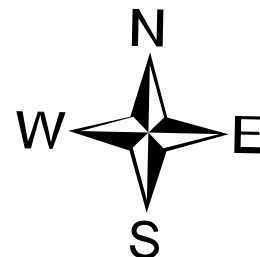
## KENTFIELD FIRE PROTECTION DISTRICT SPHERE OF INFLUENCE DETERMINATIONS

## GOVERNMENT CODE SECTION 56425

- 1) The present and planned land uses in the area, including agricultural and open-space lands.
  - Present and planned land uses in the adopted sphere of influence are governed by the Marin Countywide Plan. *The plans cover areas that include low and medium density, open space and conservation uses.*
- 2) The present and probable need for public facilities and services in the area.
  - The Kentfield FPD current facilities and services included in the Kentfield FPD sphere of influence are sufficient to provide those services to the area within the designated district sphere of influence.
- 3) The present capacity of public facilities and adequacy of public services that the agency provides or is authorized to provide.
  - The operating departments and public facilities of the Kentfield FPD are adequate to provide service to the District's currently designated district boundaries and areas within its sphere of influence.
- 4) The existence of any social or economic communities of interest in the area if the commission determines that they are relevant to the district.
  - The Commission has determined that social and economic communities of interest between areas currently within the boundaries of the Kentfield FPD and the area surrounding its jurisdiction are not relevant to the determination of the District's sphere of influence.
- 5) For an update of a sphere of influence for a city that provides public facilities or services related to sewers, municipal and industrial water, or structural fire protection, that occurs on or after July 1, 2012, the present and probable need for those public facilities and services of any disadvantaged unincorporated communities within the existing sphere of influence.
  - There are no unincorporated communities within the Study Area that have been identified as disadvantaged.



# Kentfield Fire Protection District Jurisdictional Boundary and Sphere of Influence



**MARIN LOCAL AGENCY FORMATION COMMISSION**

RESOLUTION NO. 20-28

**RESOLUTION REAFFIRMING THE SPHERE OF INFLUENCE OF  
THE SLEEPY HOLLOW FIRE PROTECTION DISTRICT**

**WHEREAS** upon determination and adoption of a sphere of influence, the Marin Local Agency Formation Commission is required to periodically review and update adopted spheres of influence for each city and special district not less than once every five years within Marin County under Government Code Section 56425 (g); and

**WHEREAS** the Executive Officer has conducted a review of the adopted sphere of influence of local government agencies in the Upper Ross Valley area, prepared a summary, *Upper Ross Valley Municipal Service Review*, including his recommendations thereon, the summary having been presented to and considered by this Commission; and

**WHEREAS** a public hearing by this Commission was held on the *Upper Ross Valley Municipal Service Review* and staff's recommendations contained in that report on the date and at the time noticed thereof, and at the hearing, this Commission heard and received all oral and written testimony, objections and evidence which were made, presented or filed, and all persons present were given an opportunity to hear and be heard with respect to the proposal and the Executive Officer's report.

**NOW, THEREFORE**, based upon the information contained in the Executive Officer's report, correspondence from affected agencies and information received during the public hearings, the Marin Local Agency Formation Commission **DOES HEREBY RESOLVE, DETERMINE AND ORDER** as follows:

Section 1. The sphere of influence of the Sleepy Hollow Fire Protection District (Sleepy Hollow FPD) is hereby reaffirmed without change as shown on Exhibit B attached hereto and incorporated herein by reference and the Commission makes the written determinations pursuant to Government Code section 56425(e) as provided for in Exhibit A attached hereto and incorporated herein by reference.

Section 2. Pursuant to Section 15061(b)(3) of the State CEQA Guidelines, the Commission finds that this review and reaffirmation of the sphere of influence of the Sleepy Hollow Fire Protection District is exempt from the provisions of the California Environmental Quality Act because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

Section 3. The Executive Officer is hereby directed to mail copies of this resolution to affected local government agencies in the Upper Ross Valley area.

**PASSED AND ADOPTED** by the Marin Local Agency Formation Commission, on October 8, 2020, by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Sashi McEntee, Chair  
Marin LAFCo

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Jason Fried, LAFCo Executive Officer

\_\_\_\_\_  
Malathy Subramanian, LAFCo Counsel

Attachments to Resolution No. 20-28

- a) Exhibit A - Determinations
- b) Exhibit B - Map



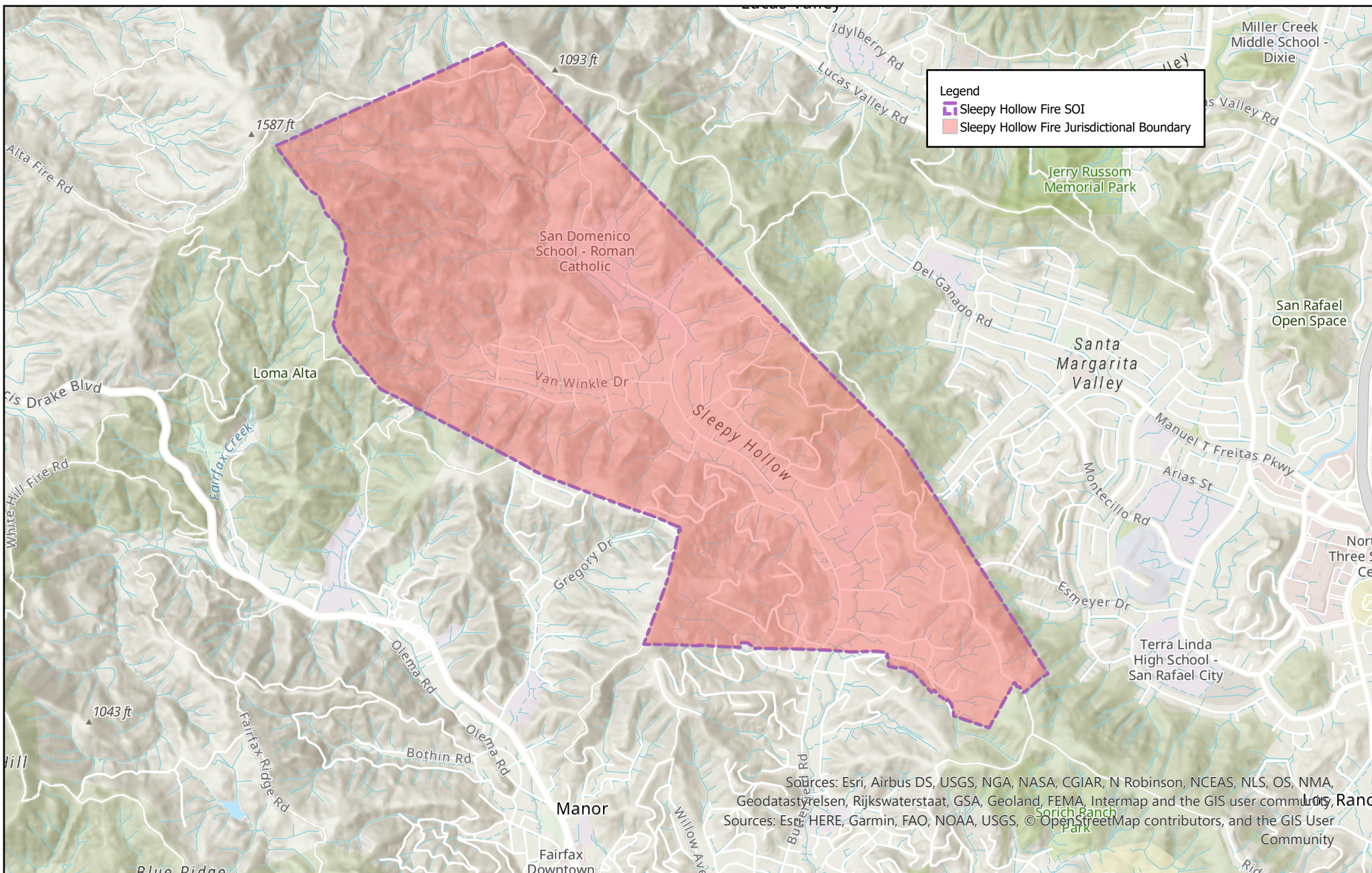
## EXHIBIT A

## SLEEPY HOLLOW FIRE PROTECTION DISTRICT SPHERE OF INFLUENCE DETERMINATIONS

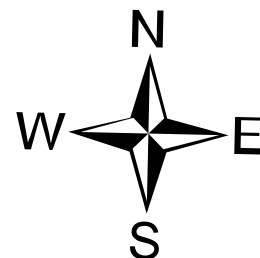
## GOVERNMENT CODE SECTION 56425

- 1) The present and planned land uses in the area, including agricultural and open-space lands.
  - Present and planned land uses in the adopted sphere of influence are governed by the Marin Countywide Plan. *The plans cover areas that include low and medium density, open space and conservation uses.*
- 2) The present and probable need for public facilities and services in the area.
  - The Sleepy Hollow FPD current facilities and services included in the Sleepy Hollow FPD sphere of influence are sufficient to provide those services to the area within the designated district sphere of influence.
- 3) The present capacity of public facilities and adequacy of public services that the agency provides or is authorized to provide.
  - The operating departments and public facilities of the Sleepy Hollow FPD are adequate to provide service to the Districts currently designated district boundaries and areas within its sphere of influence.
- 4) The existence of any social or economic communities of interest in the area if the commission determines that they are relevant to the district.
  - The Commission has determined that social and economic communities of interest between areas currently within the boundaries of the Sleepy Hollow FPD and the area surrounding its jurisdiction are not relevant to the determination of the District's sphere of influence.
- 5) For an update of a sphere of influence for a city that provides public facilities or services related to sewers, municipal and industrial water, or structural fire protection, that occurs on or after July 1, 2012, the present and probable need for those public facilities and services of any disadvantaged unincorporated communities within the existing sphere of influence.
  - There are no unincorporated communities within the Study Area that have been identified as disadvantaged.





# Sleepy Hollow Fire Protection District Jurisdictional Boundary and Sphere of Influence



**MARIN LOCAL AGENCY FORMATION COMMISSION**

RESOLUTION NO. 20-29

**RESOLUTION REAFFIRMING THE SPHERE OF INFLUENCE OF COUNTY SERVICE AREA #27**

**WHEREAS** upon determination and adoption of a sphere of influence, the Marin Local Agency Formation Commission is required to periodically review and update adopted spheres of influence for each city and special district not less than once every five years within Marin County under Government Code Section 56425 (g); and

**WHEREAS** the Executive Officer has conducted a review of the adopted sphere of influence of local government agencies in the Upper Ross Valley area, prepared a summary, *Upper Ross Valley Municipal Service Review*, including his recommendations thereon, the summary having been presented to and considered by this Commission; and

**WHEREAS** a public hearing by this Commission was held on the *Upper Ross Valley Municipal Service Review* and staff's recommendations contained in that report on the date and at the time noticed thereof, and at the hearing, this Commission heard and received all oral and written testimony, objections and evidence which were made, presented or filed, and all persons present were given an opportunity to hear and be heard with respect to the proposal and the Executive Officer's report.

**NOW, THEREFORE**, based upon the information contained in the Executive Officer's report, correspondence from affected agencies and information received during the public hearings, the Marin Local Agency Formation Commission **DOES HEREBY RESOLVE, DETERMINE AND ORDER** as follows:

Section 1. The sphere of influence of the County Service Area #27 (CSA #27) is hereby reaffirmed without change as shown on Exhibit B attached hereto and incorporated herein by reference and the Commission makes the written determinations pursuant to Government Code section 56425(e) as provided for in Exhibit A attached hereto and incorporated herein by reference.

Section 2. Pursuant to Section 15061(b)(3) of the State CEQA Guidelines, the Commission finds that this review and reaffirmation of the sphere of influence of the CSA #27 is exempt from the provisions of the California Environmental Quality Act because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

Section 3. The Executive Officer is hereby directed to mail copies of this resolution to affected local government agencies in the Upper Ross Valley area.

**PASSED AND ADOPTED** by the Marin Local Agency Formation Commission, on October 8, 2020, by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Sashi McEntee, Chair  
Marin LAFCo

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Jason Fried, LAFCo Executive Officer

\_\_\_\_\_  
Malathy Subramanian, LAFCo Counsel

Attachments to Resolution No. 20-29

- a) Exhibit A - Determinations
- b) Exhibit B - Map

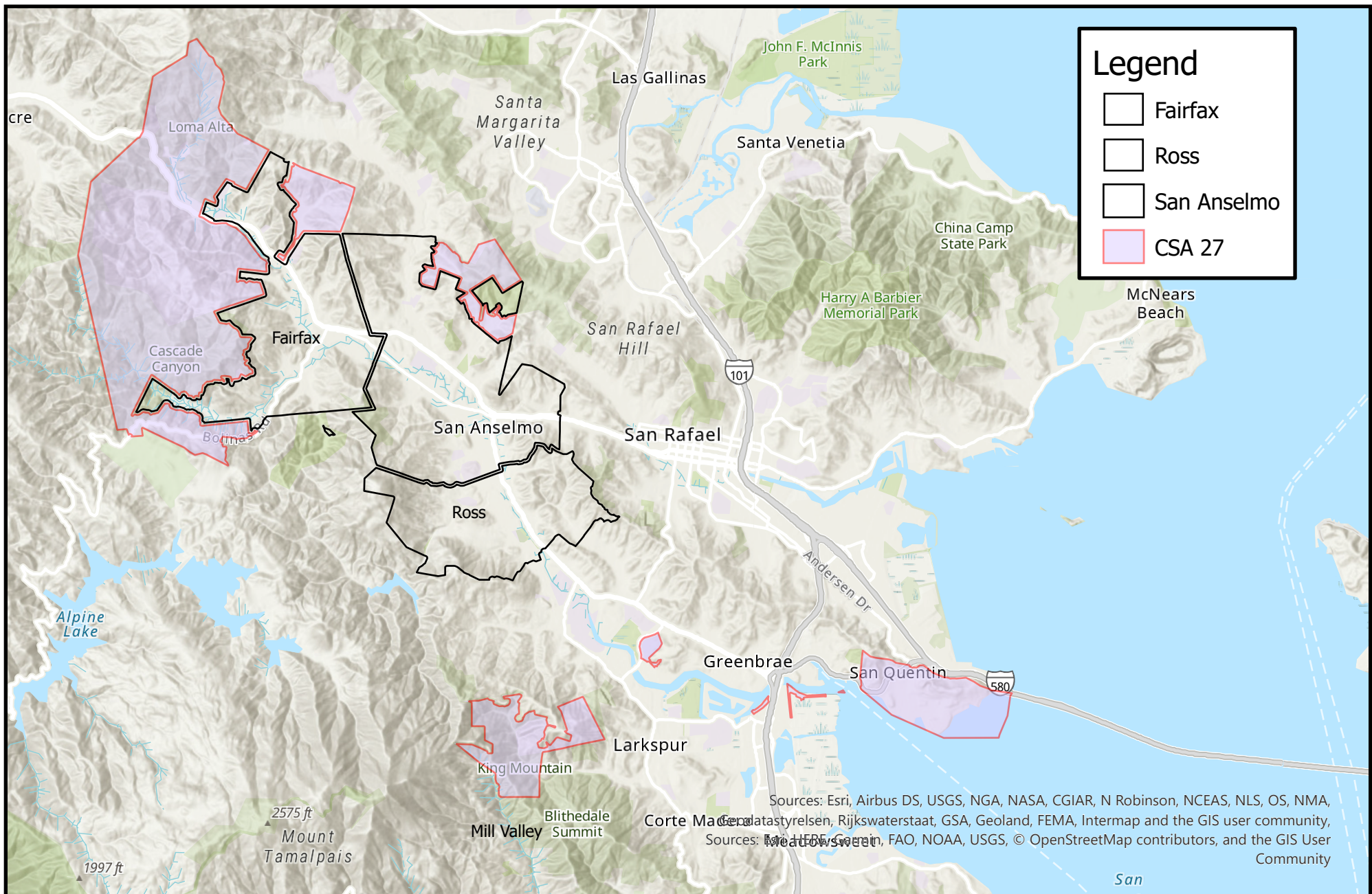
## EXHIBIT A

## COUNTY SERVICE AREA #27 SPHERE OF INFLUENCE DETERMINATIONS

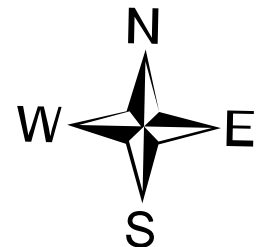
## GOVERNMENT CODE SECTION 56425

- 1) The present and planned land use in the area, including agricultural and open-space lands.
  - Present and planned land uses in the adopted sphere of influence are governed by the Marin Countywide Plan. The planning area mainly covers single-family homes and open space.
  
- 2) The present and probable need for public facilities and services in the area.
  - The CSA #27 current facilities and services included in the CSA #27 sphere of influence are sufficient to provide those services to the area within the designated CSA #27 sphere of influence.
  
- 3) The present capacity of public facilities and adequacy of public services that the agency provides or is authorized to provide.
  - The operating departments and public facilities of CSA #27 are adequate to provide service to CSA #27 currently designated district boundaries and areas within its sphere of influence
  
- 4) The existence of any social or economic communities of interest in the area if the commission determines that they are relevant to the district.
  - The Commission has determined that social and economic communities of interest between areas currently within the boundaries of the CSA #27 and the area surrounding its jurisdiction are not relevant to the determination of the CSA's sphere of influence.
  
- 5) For an update of a sphere of influence for a city that provides public facilities or services related to sewers, municipal and industrial water, or structural fire protection, that occurs on or after July 1, 2012, the present and probable need for those public facilities and services of any disadvantaged unincorporated communities within the existing sphere of influence.
  - There are no unincorporated communities within the Study Area that have been identified as disadvantaged.





# County Service Area 27 - Ross Valley Paramedic Service



# Upper Ross Valley Draft MSR Comments Received and Responses

Date	Name	Title	Affiliation	Comment	Responses
August 12, 2020	Barbara Coler	Commissioner	Marin LAFCo	Ross Valley typically includes Larkspur and Corte Madera but they are not included in this study.	Study schedule was created for Larkspur and Corte Madera to have their own study. Name changed to "Upper Ross Valley".
				Ross Valley Paramedic should be included.	Marin LAFCo doesn't have jurisdiction over RVPA, just CSA 27. Added paragraph outlining RVPA for context.
				Change mentions of Sanitary District No. 1 to Ross Valley Sanitary District.	Changes made.
				Description of Marin Wildfire Prevention Authority should be included.	Paragraph on MWPA added.
				Clerical error citing Tiburon/Belvedere	Corrected to say "Upper Ross Valley"
				Edit recommendation for new fire district working group to have a possibility of just the RVFD agencies forming District	Language changed.
				Make mention of RVFD's recently created Fire Inspection program	Language added.
September 14, 2020	Richard Berkson	Resident	San Anselmo	Provide definition of an SOI and note that spheres will be updated following completion of MSR	Language added.
				Inclusion of SOI analysis and recommendation in MSR	This information will be in the resolutions when the SOI amendments come before the Commission.
				Confusion on the language defining determination 3 description.	Language updated to include the full description from CKH
				Desire for a set of MSR determinations specific to each agency.	Agencies to which each determination is targeting are clearly stated for each.
				No specific language on whether agencies are financially sound.	Language added for each.
				No findings for other agencies outside of RVFD and San Anselmo in Determination 6.	Determinations are tailored just to the agencies impacted.
				Lack of clarity on the terminology of "stagnant" for the Town of San Anselmo's growth.	Footnote on the word with link to data source defining word.
				Request for evaluation of potential development sites in San Anselmo that remain available.	This would give more of a micro view for a document that is intended to be more macro.
				Remove employee names from San Anselmo org chart as they will change down the line.	The org chart is pulled directly from the Town's budget and while the employees may indeed change over time, they are currently correct as it sits.



				No explicit statement of whether agencies are meeting the requirements for transparency.	Language added to each.
				Used the term "partnerships" in describing outside service providers when no formal JPA exists.	Changed word to "receives services".
				Provided clarification on General Fund budget amounts versus total planned expenditures.	Clarification was added.
				Request outline of funding formula for Central Marin Police in the same manner as Central Marin Fire	Funding formula added.
				Request for discussion of San Anselmo CIP	Language added and document linked in footnote.
				Request for pavement condition index for streets throughout San Anselmo	This would be more of a micro approach for a macro look.
				Request for mention of major flooding events in 2005 in Ross Valley.	Flooding events outlined in FCZ9 profile.
				MSR should use financial indicators from CA State Auditor.	Will consider this in future MSR.
				MSR should exclude financial information regarding "one time appropriations".	All financial information necessary in order to understand the full financial picture.
				Request for more summary tables and less in depth financial analysis for the sake of readability.	Will consider this in future MSR.
				Request for mention of whether San Anselmo's debt levels are at commonly acceptable levels.	Document explicitly states that the Town received a clean audit and outlines in the "Debt" section when each long term debt will be paid in full.
				Include recognition of the significance of the pandemic on the agencies reviewed.	Paragraph added on pandemic impact.
August 13, 2020	Craig Murray	Commissioner	Marin LAFCo	Better define the unincorporated islands mentioned.	Data on size, parcels, and development added.
				Added information regarding SHFPD's involvement in the renovation of the Sleepy Hollow Community	Information added as well as footnote with link to documentation.
July 31, 2020	Gary Hromada	HOA Pesident	Oak Manor HOA	Defining Oak Manor residents' position on annexation as being fully opposed.	Determination including Oak Manor edited to remove them.



Jason Fried  
Executive Officer, Marin LAFCo  
*sent via email*

September 14, 2020

Jason,

I appreciate this opportunity to comment on the public draft Municipal Service Review (MSR) of the Ross Valley Region (July 2020). I am a resident of San Anselmo and involved in several Town committees.

The MSR reflects a significant effort by LAFCO staff and participating agencies. It is important that the MSR and future MSRs focus on key objectives, and provide a basis for effective updates. As also described in the document, MSR objectives include to:

- Provide a basis for the review of Spheres of Influence (SOI)
- Create an objective base of information and indicators about service and infrastructure adequacy
- Identify and evaluate options and direction for improving local government organization
- Improve agency transparency and enhance public participation in policy issues by encouraging “best practices”

The attached comments are intended to help the MSR achieve those objectives. The comments are focused on the Town of San Anselmo and related chapters, although many of the comments are general in nature and will also apply to other agencies. The headings correspond to MSR sections.

Please let me know if you have any questions.

A handwritten signature in black ink that reads 'Richard Berkson'. The signature is fluid and cursive, with a prominent 'R' and 'B'.

Richard Berkson  
34 Terrace Ave.  
San Anselmo, CA 94960  
(510) 612-6906

## 1.2 MUNICIPAL SERVICE REVIEWS

- a. The MSR indicates that “LAFCos generally prepare municipal service reviews to explicitly inform subsequent sphere determinations”. It would be helpful to provide a precise and legal definition of an SOI, and note in the MSR that Spheres of Influence (SOIs) will be updated (or “reaffirmed”) following completion of the MSR. An MSR is required in order to review an SOI.
- b. In addition, MSRs often explicitly include SOI analysis and recommendations in order to provide a clear link between the MSR rationale and the subsequent SOI affirmations or changes.

## 3.0 DETERMINATIONS

This section provides determinations for all agencies reviewed in the MSR. While a summary or consolidation of determinations as shown in Section 3.0 is informative, a set of MSR determinations specific to each agency would be helpful to clarify the relationship to SOI determinations for each agency.

### DETERMINATION 3.3:

“Present and planned capacity of public facilities, adequacy of public services, and infrastructure needs or deficiencies...” – this determination states that there are no disadvantaged communities and does not make any determinations. However, as described in **Section 2.4 Written Determinations**, this determination is intended to address the capacity of the agency to serve its jurisdiction as well as to serve Disadvantaged Unincorporated Communities in the area (if any). Conclusions about the Town’s capacity and services, based on the MSR, should be noted here.

### DETERMINATION 3.4:

“Financial Capacity” – the MSR indicates that all the agencies reviewed prepare budgets and financial reports consistent with established standards, however, it does not make any determinations about “financial capacity”. In other words, are the agencies financially sound?

### DETERMINATION 6:

“Accountability for community service needs, including governmental structure and operational efficiencies” – This determination includes a good overview analysis of potential RVFD reorganization; however, there is no discussion of findings related to any other agencies. The analysis should appear in Chapter 8 of the MSR, and then the summary conclusion or recommendation could appear in Determination 6 along with other relevant findings regarding accountability, structure and efficiencies.

## 5.4 POPULATION AND GROWTH

a. The MSR states that San Anselmo is essentially built out at this time and projections are for the population to remain fairly “stagnant”. The term “stagnant”, which is also applied to the Town of Fairfax, could be clarified by reference to more current forecasts, e.g. from ABAG. While the Town’s growth has been relatively stable for years, its population is constantly evolving, for example, with the migration of young families from San Francisco. The Town’s downtown is the subject of ongoing discussions by the Economic Development Committee (EDC) seeking ways to further improve and enhance the vibrancy of the downtown. Preparation of an Economic Development Plan and Strategies is an example of “best practices” pursued by the Town to enhance tax revenues and improve the quality of the Town for its residents and businesses.

b. In addition, there are key properties and locations with opportunities for reuse or increased housing such as housing over retail that would affect the character of the Town; some of those opportunities can be identified by Town staff, although areas are yet to be evaluated as part of a General Plan update (the MSR should summarize current and pending planning efforts). It would be helpful to provide some summary information about potential development, albeit limited.

## 5.5 ORGANIZATION STRUCTURE

This section provides a good overview of the Town’s organization, although it would be helpful to summarize here that police and fire are provided by JPAs, which are later discussed in more detail, since the organization chart includes police and fire but the reported FTE’s do not include police and fire employees. The council members shown in chart will be outdated shortly after the MSR is finalized, so perhaps a reference to the Town’s applicable webpage rather than the actual photos and names of council members would be more useful in the long-run, and easier to update.

## 5.6 ACCOUNTABILITY AND TRANSPARENCY

It would be helpful if this section, and others, provides an explicit conclusion (and/or determination) about whether the Town meets basic requirements for transparency, including Brown Act requirements and website posting; it does appear from the listing of Town outreach, postings, etc. that the Town achieves “best practices” and other standards. If the MSR included determinations specific to each agency, this conclusion could be explicitly reported in that section. Presently, as noted above, the MSR has a single consolidated summary of determinations encompassing all agencies and “Accountability” concerns appear in “Determination 7: Any Other Matter...” rather than “Determination 6: Accountability...” No determinations specific to San Anselmo are included.

## 5.7 MUNICIPAL SERVICES

**a.** The MSR states that “...The Town also partners with outside agencies for the provision of certain municipal services including water treatment and distribution, wastewater collection...”; however, the nature of the “partnerships” should be clarified as I don’t believe there exists a formal JPA or other legal relationship between the Town and these independent agencies (with the exception of police and fire), other than normal cooperation on projects by these agencies within Town rights-of-way (e.g., utility projects and street re-paving). If there are formal relationships, it would be helpful to provide a few illustrative examples.

**b.** The police section provides a good explanation of the basis for the funding formula; the fire services discussion should provide a similar brief explanation. The fire services discussion should also note that the unincorporated Sleepy Hollow area is represented in the RVFD by the Sleepy Hollow Fire District. While this is described in the RVFD chapter, it is helpful to note here as well.

**c.** The Public Works section should include some discussion of its Capital Improvement Program (CIP) and forecasts, which are important to determining the adequacy of infrastructure, public accountability, financial transparency, and meeting “best practices”. The Town does have a CIP and a long-term forecast, and the reader should be directed to those documents via footnote references, for further information. Public Works memos related to the Town’s Capital Program Monitoring Committee (CPMC) include useful information on this topic that merit inclusion.

**d.** Information specific to infrastructure capacity and condition would be useful; for example the Town’s goal to improve its pavement condition index (PCI) is described, but the index itself is not provided – the Town has improved its PCI in recent years partly due to revenues from Measure D and the index (which is “good”) should be noted. Measure D is expiring soon and it is important to note that it provides a significant benefit and is being monitored by the CPMC and directed to its stated purpose (although it is a “general tax”). The Town does have aging facilities, and its level of attention to its infrastructure should be noted where possible, as it will require future funding (along with other competing priorities such as pension obligations).

**e.** Some mention should be included of the major flooding events that have caused serious public and private property destruction, significant multi-year Town costs, and constrained economic development. These events continue to shape the Town and its response -- for example, tax funding approved for the Flood Control Zone 9 projects that have demolished buildings in Town and will re-configure parks and drainage. Disputes over flood control projects have been a serious source of contention in Town, and the debates could benefit from improved transparency and information sharing related to flood control projects and funding.

## 5.8 FINANCIAL OVERVIEW

**a.** The MSR does a good job of reviewing San Anselmo’s revenues and expenditures, however, it appears to indicate that expenditures consistently exceed revenues by a significant amount, and implies that fund balances are being drawn down in order to balance the budget. As stated in the MSR the ending balances are positive, however it is unclear if these balances are adequate and meet acceptable indicators. The Town’s newly-created Financial Advisory Committee is working on “Frequently Asked Questions” to budget issues that may provide helpful information to the MSR.

**b.** The MSR should utilize financial indicators where possible to provide an indication of financial capacity and stability (the California State Auditor has developed several useful indicators, and MSRs in other counties may provide examples).

**c.** The MSR does provide explanations of the apparent shortfalls, for example, due to “an above average appropriation” towards retirement funding; ideally the MSR would exclude one-time appropriations in order to provide a clearer picture of whether the Town’s budget is sustainable. The retirement appropriation, in particular, was possible because the Town exceeded its policy goal of 20% for its ending balance at that time; the contribution is not required annually.

**d.** The MSR provides substantial budget detail to support its observations, although perhaps a more summary version of the budget would have been sufficient while maintaining the readability of the MSR. The use of summary tables could also facilitate future MSR updates; more detailed analysis could be included in an appendix, and summarized in the text. It is helpful that the MSR footnotes specific references to where additional budget detail can be.

**e.** Similarly, the discussion of debt is detailed but can be found in other documents. It would be useful to note whether the Town’s debt levels are at acceptable levels or not, according to typical indicators. The detail is useful to show that some of the Town’s debt will be paid off in the near future, which will be important as the Town’s pension payments grow; however, this is not apparent in the text.

**f.** A significant unfunded pension liability is one of the most significant future challenges facing San Anselmo, and most other agencies in Marin County (and elsewhere). Unfortunately the Town’s financial reports do not fully disclose the total Town pension obligation including its share of police and fire pension liabilities. This is an issue that the Town may clarify in its future financial reports.

**g.** While COVID-19 hit in the middle of the MSR’s preparation, it would be useful at this point to include some brief recognition of the significance of the pandemic to the agencies reviewed in the MSR, and financial and service impacts (where known and readily available).





# Marin Local Agency Formation Commission

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

### AGENDA REPORT

October 8, 2020

Item No. 4 (Public Hearing)

**TO:** Local Agency Formation Commission

**FROM:** Jason Fried, Executive Officer

**SUBJECT:** Approval of Final Draft – San Rafael Region Supplemental Municipal Service Review for Marin County Flood Control and Water Conservation District Zones 6 & 7

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### Background

At the August 13, 2020, LAFCo meeting, staff presented a Public Draft of the San Rafael Region Supplemental Municipal Service Review for Marin County Flood Control and Water Conservation District Zones 6 & 7. Commissioners gave some comments at the meeting. Since the August meeting staff has presented the public draft to the Advisory Board (AB) of Flood Zone 7. Members of that group asked general questions and the only comment about the MSR we got was that the MSR should mention that the street and sewer systems are not the responsibility of the Flood Zone but of other government agencies. Staff also received some technical corrections and clarification requests from District staff. No other comments were received prior to the September 14 deadline.

LAFCo staff realized that no comments had been submitted by the public for Flood Zone 6 (FZ6) so LAFCo staff checked in with District staff to see if LAFCo's request that the members of the FZ6 AB receive the draft document was fulfilled. It turned out after researching the issue that the FZ6 AB had not received the document and therefore District staff immediately sent the AB the document. LAFCo staff also reopened public comment to give the members of the FZ6 AB time to review and submit comments. We have received comments from 3 of the 4 members of the AB (part of attachment 3). Many of the written and verbal conversations were very good questions and comments but did not deal directly with the MSR itself. Many of the comments and questions were more about the process and how the transfer of the Flood Zone responsibilities from the District to the City would work. LAFCo staff has forwarded these questions to the District so they will be prepared to answer the questions as they go through the discussion with the City on a possible transfer.

Normally with the approval of the MSR would come the reaffirming or amending of the SOI and the addition of items to the workplan. As a reminder from the August meeting, due to state government code, LAFCo has authority over boundaries for an entire District's boundary, which is coterminous with the Marin County, but not any of the individual zones that make up the district. As such, no SOI update is needed in this case. Staff does not have any working groups or other items that we would have official responsibility

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Barbara Coler, Regular  
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James Campbell, Alternate  
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Craig K. Murray, Vice Chair  
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Lew Kiouss, Regular  
Almonte Sanitary District

Tod Moody, Alternate  
Sanitary District #5

Larry Loder, Regular  
Public Member

Chris Skelton, Alternate  
Public Member

for so has no items to add to a workplan at this time. In the report staff does state that should the County and/or City request assistance from LAFCo to review items as a neutral party to make sure the residents needs are met, we would be happy to assist. At this time no workplan updates are being suggested but may be added later if LAFCo is requested to be part of the transfer of work from the District to Flood Zone 6.

### **Staff Recommendation for Action**

1. Staff recommendation – Approve the attached resolution and accept the Final Draft of San Rafael Region Supplemental Municipal Service Review for Marin County Flood Control and Water Conservation District Zones 6 & 7.
2. Alternative option – Continue consideration of the item to the next regular meeting and provide direction to staff, as needed.

#### Attachment:

- 1) Final Draft of San Rafael Supplemental Municipal Service Review for Marin County Flood Control and Water Conservation District Zones 6 & 7
- 2) Resolution 20-30, accepting Final Draft of the San Rafael Supplemental Municipal Service Review for Marin County Flood Control and Water Conservation District Zones 6 & 7
- 3) Public Comment Chart and Letters



# Marin Local Agency Formation Commission

Municipal Service Review

**San Rafael Region Supplemental**

**Marin County Flood Control and Water Conservation District  
Zones 6 and 7**

FINAL DRAFT

OCTOBER 2020

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## PREFACE

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This Municipal Services Review (MSR) documents and analyzes services provided by local governmental agencies in the San Rafael region. Specifically, it evaluates the adequacy and efficiency of local government structure and boundaries within the region and provides a basis for boundary planning decisions by the Marin Local Agency Formation Commission (LAFCo).

### Context

Marin LAFCo is required to prepare this MSR in accordance with the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code §56000, et seq.), which took effect on January 1, 2001. The MSR reviews services provided by public agencies—cities and special districts—whose boundaries and governance are subject to LAFCo. The analysis and recommendations included herein serve to promote and coordinate the efficient delivery of local government services and encourage the preservation of open space and agricultural lands.

### Commissioners, Staff, Municipal Services Review Preparers

#### Commissioners

Sashi McEntee, Chair	City	City of Mill Valley
Craig Murray, Vice Chair	Special District	Las Gallinas Valley Sanitary District
Damon Connolly	County	District 1 Supervisor
Judy Arnold	County	District 5 Supervisor
Barbara Coler	City	Town of Fairfax
Lew Kious	Special District	Almonte Sanitary District
Larry Loder	Public	Commission
Chris Skelton	Public Alternate	Commission
Tod Moody	Special District Alternate	Sanitary District #5
James Campbell	City Alternate	City of Belvedere
Dennis Rodoni	County Alternate	District 4 Supervisor

#### Staff

Jason Fried	Executive Officer
Jeren Seibel	Policy Analyst

#### MSR Preparers

Jason Fried, Executive Officer

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## 1.0 INTRODUCTION

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### 1.1 ROLE AND RESPONSIBILITY OF LAFCO

Local Agency Formation Commissions (LAFCOs) were established in 1963 and are political subdivisions of the State of California responsible for providing regional growth management oversight in all 58 counties. LAFCo’s authority is currently codified under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (“CKH”), which specifies regulatory and planning powers delegated by the Legislature to coordinate and oversee the establishment, expansion, and organization of cities and special districts as well as their municipal service areas.

Guiding LAFCo’s regulatory and planning powers is to fulfill specific purposes and objectives that collectively construct the Legislature’s regional growth management priorities under Government Code (G.C.) Section 56301. This statute reads:

*“Among the purposes of the commission are discouraging urban sprawl, preserving open space and prime agricultural lands, efficiently providing governmental services, and encouraging the orderly formation and development of local agencies based upon local conditions and circumstances. One of the objects of the commission is to make studies and to obtain and furnish information which will contribute to the logical and reasonable development of local agencies in each county and to shape the development of local agencies so as to advantageously provide for the present and future needs of each county and its communities.”*

LAFCo decisions are legislative in nature and not subject to an outside appeal process. LAFCOs also have broad powers with respect to conditioning regulatory and planning approvals so long as not establishing terms that directly control land uses, densities, or subdivision requirements.

#### Regulatory Responsibilities

LAFCo’s principal regulatory responsibility involves approving or disapproving all jurisdictional changes involving the establishment, expansion, and reorganization of cities and most special districts.<sup>1</sup> More recently LAFCOs have been tasked with also overseeing the approval process for cities and districts to provide new or extended services beyond their jurisdictional boundaries by contract or agreement as well as district actions to either activate a new service or divest an existing service. LAFCOs generally exercise their regulatory authority in response to applications submitted by the affected agencies, landowners, or registered voters.

Recent CKH amendments, however, now authorize and encourage LAFCOs to initiate on their own jurisdictional changes to form, consolidate, and dissolve special districts consistent with current and future community needs. LAFCo regulatory powers are described in Table 1.1 below.

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<sup>1</sup> CKH defines “special district” to mean any agency of the State formed pursuant to general law or special act for the local performance of governmental or proprietary functions within limited boundaries. All special districts in California are subject to LAFCo with the following exceptions: school districts; community college districts; assessment districts; improvement districts; community facilities districts; and air pollution control districts.

**Table 1-1: LAFCo's Regulatory Powers**

Regulatory Powers Granted by Government Code (G.C.) Section 56301	
• City Incorporations / Disincorporations	• City and District Annexations
• District Formations / Dissolutions	• City and District Detachments
• City and District Consolidations	• Merge/Establish Subsidiary Districts
• City and District Outside Service Extensions	• District Service Activations / Divestitures

## Planning Responsibilities

LAFCos inform their regulatory actions through two central planning responsibilities: (a) making sphere of influence (“sphere”) determinations and (b) preparing municipal service reviews. Sphere determinations have been a core planning function of LAFCos since 1971 and effectively serve as the Legislature’s version of “urban growth boundaries” with regard to cumulatively delineating the appropriate interface between urban and non-urban uses within each county. Municipal service reviews, in contrast, are a relatively new planning responsibility enacted as part of CKH and are intended to inform – among other activities – sphere determinations. The Legislature mandates, notably, all sphere changes as of 2001 be accompanied by preceding municipal service reviews to help ensure LAFCos are effectively aligning governmental services with current and anticipated community needs.

### 1.2 MUNICIPAL SERVICE REVIEWS

Municipal service reviews were a centerpiece to CKH’s enactment in 2001 and are comprehensive studies of the availability, range, and performance of governmental services provided within a defined geographic area. LAFCos generally prepare municipal service reviews to explicitly inform subsequent sphere determinations. LAFCos also prepare municipal service reviews irrespective of making any specific sphere determinations in order to obtain and furnish information to contribute to the overall orderly development of local communities. Municipal service reviews vary in scope and can focus on a particular agency or governmental service. LAFCos may use the information generated from municipal service reviews to initiate other actions under their authority, such as forming, consolidating, or dissolving one or more local agencies.

All municipal service reviews – regardless of their intended purpose – culminate with LAFCos preparing written statements addressing seven specific service factors listed under G.C. Section 56430. This includes, most notably, infrastructure needs or deficiencies, growth and population trends, and financial standing. The seven mandated service factors are summarized in the following table.

**Table 1-2: Mandatory Determinations**

<b>Mandatory Determinations / Municipal Service Reviews (Government Code Section 56430)</b>
1. Growth and population projections for the affected area.
2. Location and characteristics of any disadvantaged unincorporated communities within or contiguous to affected spheres of influence.
3. Present and planned capacity of public facilities, adequacy of public services, and infrastructure needs or deficiencies.
4. Financial ability of agencies to provide services.
5. Status and opportunities for shared facilities.
6. Accountability for community service needs, including structure and operational efficiencies.
7. Matters relating to effective or efficient service delivery as required by LAFCo policy.

### **1.3 MARIN LAFCO COMPOSITION**

Marin LAFCo is governed by a 7-member board comprised of two county supervisors, two city councilmembers, two independent special district members, and one representative of the general public. Each group also gets to appoint one “alternate” member. Each member must exercise their independent judgment, separate from their appointing group, on behalf of the interests of all residents, landowners, and the public. Marin LAFCo is independent of local government and employs its own staff. Marin LAFCo’s current commission membership is provided below in Table 1-3.

**Table 1-3: Marin LAFCo Commission Membership**

<b>Name</b>	<b>Position</b>	<b>Agency Affiliation</b>
<i>Sashi McEntee, Chair</i>	<i>City</i>	<i>City of Mill Valley</i>
<i>Craig Murray, Vice Chair</i>	<i>Special District</i>	<i>Las Gallinas Valley Sanitary District</i>
<i>Damon Connolly</i>	<i>County</i>	<i>District 1 Supervisor</i>
<i>Judy Arnold</i>	<i>County</i>	<i>District 5 Supervisor</i>
<i>Barbara Coler</i>	<i>City</i>	<i>Town of Fairfax</i>
<i>Lew Kious</i>	<i>Special District</i>	<i>Almonte Sanitary District</i>
<i>Larry Loder</i>	<i>Public</i>	<i>Commission</i>
<i>Chris Skelton</i>	<i>Public Alternate</i>	<i>Commission</i>
<i>Tod Moody</i>	<i>Special District Alternate</i>	<i>Sanitary District #5</i>
<i>James Campbell</i>	<i>City Alternate</i>	<i>City of Belvedere</i>
<i>Dennis Rodoni</i>	<i>County Alternate</i>	<i>District 4 Supervisor</i>

Marin LAFCo offices are located at 1401 Los Gamos Drive, Suite 220 in San Rafael. Information on Marin LAFCo’s functions and activities, including reorganization applications, are available by calling (415) 448-5877 by e-mail to [staff@marinlafco.org](mailto:staff@marinlafco.org) or by visiting [www.marinlafco.org](http://www.marinlafco.org).

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## 2.0 EXECUTIVE SUMMARY

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This study represents Marin LAFCo’s scheduled supplemental regional municipal service review of local agencies in the San Rafael region of central Marin County. The underlying aim of the study is to produce an independent assessment of municipal services in Marin County Flood Control Water Conservation District in Flood Control Zones 6 and 7 over the next five to ten years relative to the Commission’s regional growth management duties and responsibilities. The information generated as part of the study will be directly used by the Commission in (a) informing future boundary changes, and – if merited – (b) initiating government reorganizations, such as consolidations, and/or dissolutions.

### 2.1 AFFECTED PUBLIC AGENCIES

This report focuses on two agencies operating in the San Rafael Region as listed below and shown in Figure 2.1.

**Table 2-1: San Rafael Area Supplemental MSR Agencies**

Marin County Flood Control Water Conservation District - Flood Control Zone 6
Marin County Flood Control Water Conservation District - Flood Control Zone 7

Together, these agencies provide a range of municipal services to the communities in which they serve, including:

#### **Flood Control Zones**

Reduce frequency and severity of flooding in the watershed.

### 2.2 PLANS, POLICIES, STUDIES

Key references and information sources for this study were gathered for each district considered. The references utilized in this study include published reports; review of agency files and databases (agendas, minutes, budgets, contracts, audits, etc.); Master Plans; Capital Improvement Plans; engineering reports; EIRs; finance studies; general plans; and state and regional agency information (permits, reviews, communications, regulatory requirements, etc.). Additionally, the LAFCo Executive Officer and Policy Analyst contacted each agency with requests for information.

The study area for this MSR includes communities within the City as well as unincorporated areas adjacent to the city. In the areas entirely outside of the City, Marin County has the primary authority over local land-use and development policies (and growth). The City San Rafael have authority over land use and development policies within the City. City, County, and Community plans were vital for the collection of baseline and background data for each agency. The following is a list of documents used in the preparation of this MSR:

- City and County General Plans
- Specific Plans
- Community Plans
- Agency databases and online archives (agendas, meeting minutes, website information)

## 2.3 AGENCY AND PUBLIC PARTICIPATION

Within the approved scope of work, this study has been prepared with an emphasis in soliciting outside public review and comment as well as multiple opportunities for input from the affected agencies. This included an agency startup meeting with Marin LAFCo, information requests sent to individual agencies, draft agency profiles also sent to agencies, and review of the draft report prior to Commission action.

This MSR is posted on the Commission's website ([www.marinlafco.org](http://www.marinlafco.org)). It may also be reviewed at the LAFCo office located at 1401 Los Gamos Drive, Suite 220 in San Rafael during open hours.

## 2.4 WRITTEN DETERMINATIONS

The Commission is directed to prepare written determinations to address the multiple governance factors enumerated under G.C. Section 56430 anytime it prepares a municipal service review. These determinations are similar to findings and serve as independent statements based on information collected, analyzed, and presented in this study's subsequent sections. The underlying intent of the determinations is to identify all pertinent issues relating to the planning, delivery, and funding of municipal services as it relates to the Commission's role and responsibilities. An explanation of these seven determination categories is provided below.

### 1. Growth and Population

This determination evaluates existing and projected population estimates for the City of San Rafael and the adjacent unincorporated communities within the study area.

### 2. Location and Characteristics of any Disadvantaged Unincorporated Communities Within or Contiguous to the Sphere of Influence.

This determination was added by Senate Bill (SB) 244, which became effective in January 2012. A disadvantaged community is defined as an inhabited community of 12 or more registered voters having a median household income of 80 percent or less than the statewide median household income.

### 3. Capacity and Infrastructure

Also discussed is the adequacy and quality of the services provided by each agency, including whether sufficient infrastructure and capital are in place (or planned for) to accommodate planned future growth and expansions.

### 4. Financing

This determination provides an analysis of the financial structure and health of each service provider, including the consideration of rates and service operations, as well as other factors affecting the financial health and stability of each provider. Other factors considered include those that affect the financing of needed infrastructure improvements and compliance with existing requirements relative to financial reporting and management.

### 5. Shared Facilities

Opportunities for districts to share facilities are described throughout this MSR. Practices and opportunities that may help to reduce or eliminate unnecessary costs are examined,

along with cost avoidance measures that are already being utilized. Occurrences of facilities sharing are listed and assessed for more efficient delivery of services.

**6. Government Structure and Local Accountability**

This subsection addresses the adequacy and appropriateness of existing boundaries and spheres of influence and evaluates the ability of each service provider to meet its demands under its existing government structure. Also included is an evaluation of compliance by each provider with public meeting and records laws (Brown Act).

**7. Other Matters Related to Effective or Efficient Service Delivery, as Required by Commission Policy**

Marin LAFCo has specified the sustainability of local agencies as a priority matter for consideration in this MSR. Sustainability is not simply about the environment but can consider the sustainability of an organization and its ability to continue to provide services efficiently for many years to come. Sustainable local governments that take practical steps to protect the environment and our natural resources through land conservations, water recycling and reuse, preservation of open space, and opting to use renewable energy are the key players in determining the sustainability of the region.

In addition, other matters for consideration could relate to the potential future SOI determination and/or additional effort to review potential advantages or disadvantages of consolidation or reorganization.

A summary of determinations regarding each of the above categories is provided in Chapter 3 of this document and will be considered by Marin LAFCo in assessing potential future changes to an SOI or other reorganization.



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### 3.0 DETERMINATIONS

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**Growth and population projections for the affected area.**

a) As stated in the October 2019 San Rafael Area MSR, the population growth for the overall San Rafael area is expected to be approximately 19% by 2040. However, anticipated growth in Flood Control 6 and 7 is projected to be minimal. Both Flood Control Zones in the study areas are essentially built out at this time.

**The location and characteristics of any disadvantaged unincorporated communities within or contiguous to the sphere of influence.**

a) There are no identified DUCs within the study area.

**Present and planned capacity of public facilities, adequacy of public services, and infrastructure needs or deficiencies including needs or deficiencies related to sewers, municipal and industrial water, and structural fire protection in any disadvantaged unincorporated communities within or contiguous to the sphere of influence.**

As noted above, there are no unincorporated communities within the study area that have been identified as disadvantaged.

**Financial ability of agencies to provide services.**

- a) Both Flood Zone 6 and 7 prepare annual budgets and prepare financial statements in accordance with established governmental accounting standards. The County Board of Supervisors, acting as the Board for the Marin County Flood Control and Water Conservation District, may amend their budgets by resolution during the fiscal year in order to respond to emerging needs, changes in resources, or shifting priorities. Expenditures may not exceed appropriations at the fund level, which is the legal level of control.
- b) The County Administrative Officer is authorized to transfer budgeted amounts between accounts or funds under certain circumstances, however; the County Board of Supervisors, acting as the Board for the Marin County Flood Control and Water Conservation District, must approve any increase in the operating expenditures, appropriations for capital projects, and transfers between major funds and reportable fund groups. Audited financial statements are also prepared as part of the County of Marin audit which is performed by an independent certified public accounting firm.
- c) Flood Zone 6 currently has the ability to cover its costs, but this is partly due to the fact that the City of San Rafael handles many of the responsibilities that help cover some of the services provided to the Flood Zone.

d) Flood Zone 7 currently has the ability to cover its basic services but is facing an issue in the future of not having the funding needed to perform some large projects. The Zone has an irregular pattern for approval of temporary parcel tax to deal with items as identified. Most of the previous special taxes have been reactionary to immediate needs. This has allowed for individual projects to be funded but has not allowed for a long-term plan to be created to ensure the long-term stability of the work needed. The Zone may want to discuss setting up a more permanent special assessment (e.g. special tax or other revenue measure using the County collection system when collecting property taxes) that will allow for better maintenance and long-term planning. In addition, a special assessment will ensure that repairs and maintenance can occur when needed and not require waiting for a special assessment to be passed on the ballot which can lead to more expensive repairs and replacement if repair work needs to wait for funding.

**Status of, and opportunities for, shared facilities.**

There are no opportunities for shared facilities at this time.

**Accountability for community service needs, including governmental structure and operational efficiencies.**

a) Flood Zone 6 was established prior to the City of San Rafael's annexation of the area. While the MOU between the Flood Control District and San Rafael has worked well, it may be time for the Flood Control District to transfer the remaining work it does for the district to the City of San Rafael. The City has the ability to do the work the Flood Control staff does now within the zone. The work that would need to be transferred should include general administration which includes such items as the permitting process for maintenance to the creeks and oversight of the Advisory Board including keeping the current Board members to ensure continuity and history of the zone. Should the District and the City agree to transfer Zone 6 to the City, measures should be included to make sure all current and future funds are properly transferred to the City and that the City has measures in place to make sure all those funds are only used for services in Flood Zone 6. Having said that, the District, City, and advisory board should discuss, as needed, when projects fall outside of the boundary of the Zone but will help deal with flood control issues within the boundary. It could be prudent to use some funds on these types of projects if they end up benefitting and supporting the system that Zone 6 is responsible for.

While LAFCo has authority to perform an MSR for Flood Control Districts, they do not have oversight of the creation, change to, or elimination of individual Zones within them, however, if requested by both the District and City, LAFCo staff can help with this process.

In addition to the District and City, staff should coordinate with the SMART train system staff. Currently SMART runs its own programs to ensure the safety of the rail line that runs through the district. Similar to the discussion above about district funds being used for projects just outside of its boundary, SMART may get similar benefits by working with the Flood Control Zone to help

use some of its funds outside of its direct efforts as it may be possible to help divert water earlier in the system so the rail line is better protected. In addition, an Advisory Board member for Flood Control Zone pointed out that SMART modifications in the area may have impacted drainage and erosion patterns in some parts of the Flood Zone. County and City staff have worked with SMART staff, but more cooperation may be needed by SMART when doing work in this Flood Zone to ensure work done by any group does not impact the work of the others. A MOU between the three groups would help facilitate this.

**Any other matter related to effective or efficient service delivery, as required by commission policy**

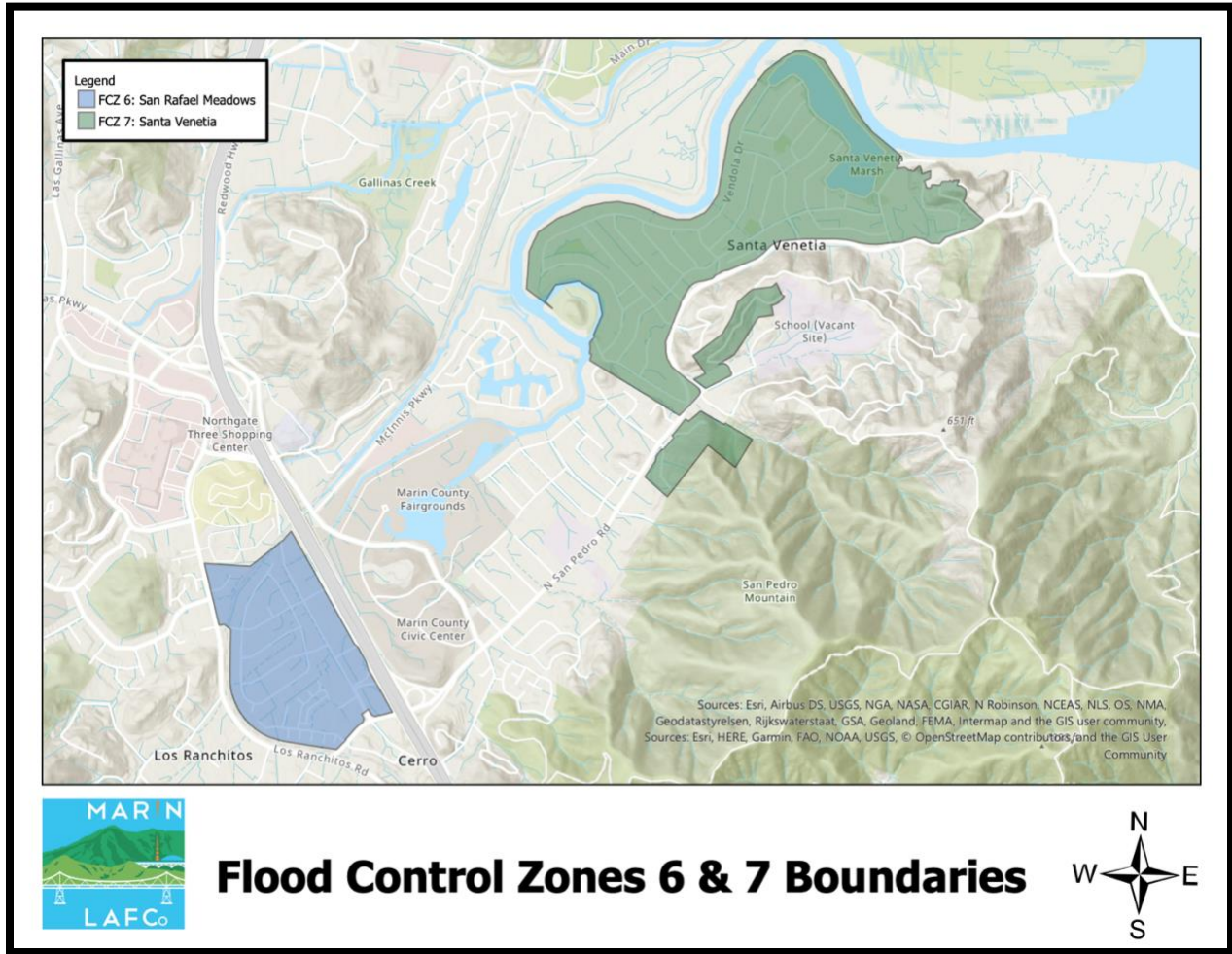
a) Due to the long history of the District and the unique nature of each flood zone, the budgets for each Zone are reported in different ways. While the members of any one district may understand the budget for that zone it can be hard to compare information across zones. The District should work to create a budget reporting system that is more uniform in nature while still allotting for the unique nature of each zone.

b) FZ7 is within unincorporated Marin which is currently part Federal Emergency Management Agency (FEMA) Community Rating System (CRS). Because the City of San Rafael is not part of CRS, stormwater management activities above and beyond the basic FEMA requirements in FZ6 (e.g. the annual leaves disposal flyer) don't increase discounts on flood insurance premiums for area residents. Should the City of San Rafael become fully responsible for FZ6, the City may want to look into entering the CRS program so City residents can qualify for discounts on flood insurance premiums. To potentially qualify for the CRS program the City can combine work they already do in other parts of San Rafael with work done in FZ6.

## 4.0 REGIONAL SETTING

The Municipal Service Review (MSR) is a supplemental addition to the San Rafael Area MSR completed in October 2019. The full San Rafael area regional setting can be found at the Marin LAFCo website, [www.marinlafco.org](http://www.marinlafco.org). As shown in figure 4-1 Flood Control Zone 6 is just west of Civic Center across the 101 freeway and Flood Control Zone 7 is northeast of Civic Center.

Figure 4-1: San Rafael Area Supplemental Municipal Service Review Overview Map



## 5.0 FLOOD CONTROL ZONE #6 – SAN RAFAEL MEADOWS

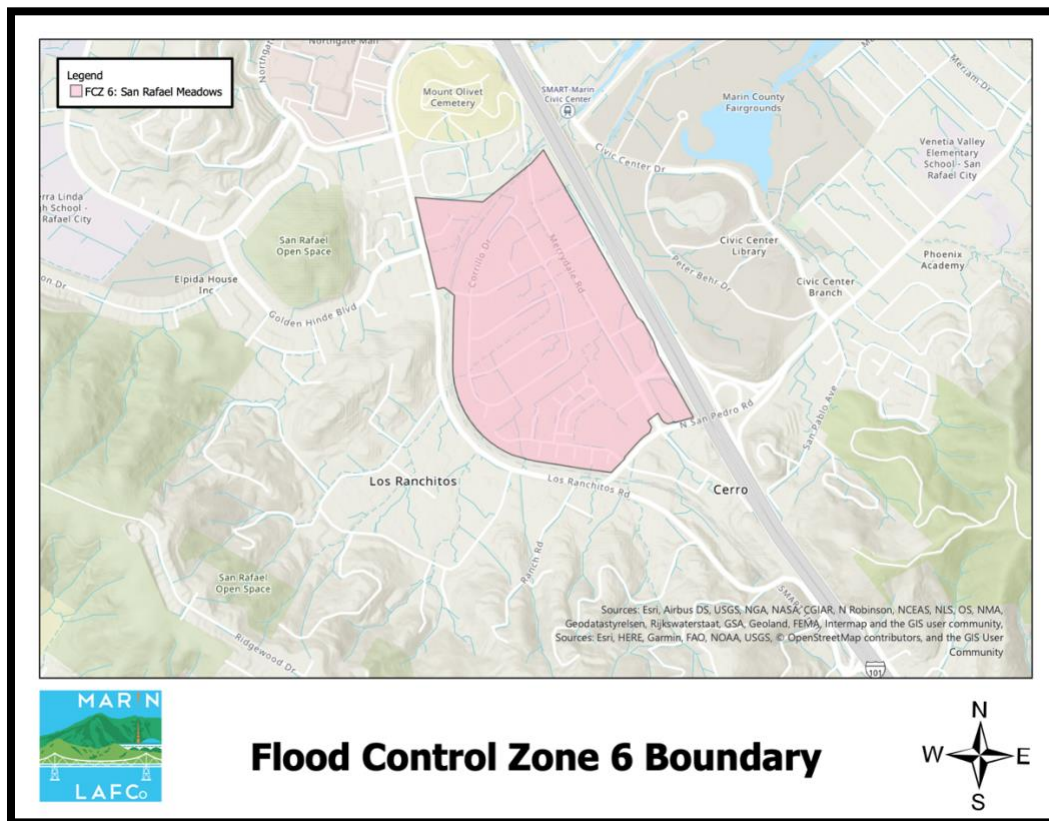
### 5.1 OVERVIEW

Flood Control Zone #6 (FZ6) encompasses .16 square miles and is entirely within the City of San Rafael. FZ6 was established in 1961 in order to address specific flooding problems in the San Rafael Meadows neighborhood across US 101 from the Marin County Civic Center.

This area is jointly covered by both the County, acting as Flood Control staff, and the City of San Rafael. The current agreements from 1975 place the County in charge of building new infrastructure along with getting needed permits from state and federal agencies and the City of San Rafael maintains the Zone’s already built infrastructure and drainage easements. Over the years, as new infrastructure was not in need, the County has worked to transfer FZ6 funds to San Rafael so they could do needed maintenance on .75 miles of the creek. This transfer of funds was a recommendation of the Advisory Board and approved by the District Board of Supervisors.

During the time that the District has managed Flood Zone 6 up to five members that reside within FZ6 are appointed by the District Board of Supervisors to serve on the Advisory Board to oversee matters involving the zone. The Advisory Board meets annually to review the budgetary needs, then schedules meetings throughout the year as deemed necessary by the District Engineer. An overview is provided in Table 5-1 and a map is provided in Figure 5-1.

Figure 5-1: Flood Control Zone #6 Map





**Table 5-1: Flood Control Zone #6 Overview**

<b>Flood Control Zone #6 San Rafael Meadows</b>			
<b>Primary Contact</b>	Gerhard Epke		
<b>Phone</b>	(415) 473-6562		
<b>Office Location:</b>	Department of Public Works, 3501 Civic Center Drive, San Rafael, CA 94903		
<b>Formation Date</b>	1962	<b>Services Provided</b>	Flood Control
<b>Service Area</b>	.16 square miles	<b>Population Served</b>	9,836

## **5.2 FORMATION AND DEVELOPMENT**

FZ6 was established in 1961 and is the smallest flood zone in Marin County which covers .16 square miles. In 1975 the City of San Rafael annexed the area into its jurisdiction. That same year the District and the City agreed to a Joint Powers Agreement around the maintenance and administration of Flood Control Facilities. In this agreement, the District is responsible for administrative support, all major construction, major channel realignment, and capital improvement projects. The City is entrusted with normal maintenance which includes the maintaining of the major projects after the District has completed that work. For several years now there have been no new major projects that have required the District to construct. Starting in 2012 the District and City had started annually agreeing to a transfer of \$6,000 of Zone funds to the city to help cover some costs occurred by the City for work done within the Zone. In 2017 the District and the City entered into a multiple-year agreement that allows for the transfer of funds, not to exceed \$8,000 from the District account to the City to help cover costs the City spends to do work in the Zone. In addition, the Sonoma-Marín Area Rail Transit (SMART) line runs through the District. SMART is responsible for flood control in its right of way.

## **5.3 DISTRICT BOUNDARY AND SPHERE OF INFLUENCE**

FZ6’s sphere of influence is coterminous with its jurisdictional boundary and includes a total of 440 parcels. Land uses within the zone boundary include single-family residential, multiple-residential, and commercial. The majority of the residential lots within the zone have been developed.

## **5.4 POPULATION AND GROWTH**

FZ6 is within the community of San Rafael Meadows which is Census Tract 1082. In 2010, the US Census reported a population of 9,836 which is a decrease from the year 2000. Most developable parcels within the boundary have been fully developed and increased growth is limited.



## 5.5 MUNICIPAL SERVICES

### Flood Control

The FZ6 work is currently split between FZ6 staff and the City of San Rafael Staff. FZ6 staff handles the permitting of projects, some public outreach, oversight of the advisory board, and general administrative services while City staff handles day to day work that occurs in the zone. In addition, the City through its normal course of service provides other services to the area that assist with the flood control of the area, such as inspecting and cleaning storm drains and vacuuming up leaves in the street. The City, when doing area development, has worked with the advisory board on projects such as in 2000 when a housing development was built on a vacant parcel on the south side of the flood zone. When the City did approve plans for this project, they required a water diversion system that meant water that would have in the past run through drainage ways in FZ6 were diverted into a new pipe system thereby relieving some stress to the system in high rain situations. SMART also has a rail line that runs through this area. SMART has its own water diversion projects to protect the tracks from the erosion. Two Advisory Board members for Flood Control Zone pointed out that SMART work in the area may have impacted drainage patterns and erosion in some parts of the Flood Zone.

## 5.6 ORGANIZATION STRUCTURE

### District Board

Flood Control Zone #6 was formed as a dependent special district with the Marin County Board of Supervisors as its governing body. The Advisory Board consists of five (5) members appointed by the District Board. County Supervisors are elected to four-year terms of office, with no term limits.

Table 5-2: County of Marin Board of Supervisors

Member	Position	Experience	Term
<b>Damon Connolly</b> (District 1)	Supervisor	Government	Expires January 2023
<b>Katie Rice</b> (District 2)	Vice-President	Government	Expires January 2021
<b>Kate Sears</b> (District 3)	President	Government	Expires January 2021
<b>Dennis Rodoni</b> (District 4)	2 <sup>nd</sup> Vice-President	Government	Expires January 2021
<b>Judy Arnold</b> (District 5)	Supervisor	Government	Expires January 2023

### Advisory Board

The Board of Supervisors appoints five (5) members, who shall reside in Flood Control Zone #6, to an Advisory Board that oversees the zone. That Board will make recommendations to the Board of Supervisors on necessary actions. This Advisory Board meets once a year in March to review budgeted items and planned efforts. A written update is provided to the Board of Supervisors unless a meeting is needed to discuss a time-sensitive issue. The current Advisory Board consists of the five appointees noted below in Table 5-3.

**Table 5-3: Flood Control Zone #6 Advisory Board Members**

<b>Member</b>	<b>Position</b>	<b>Term</b>
Ken Dickinson	Vice-Chairperson	Appointed May 1, 2012
Marianne Nannestad	Member	Appointed April 5, 2016
Wayne Rayburn	Member	Appointed April 5, 2016
Stuart Shepherd	Chairperson	Appointed April 28, 1998
Vacant	Member	

## **Staffing and District Operations**

As a dependent district of the County, all administrative services are provided by county departments, including legal counsel and compilation of financial transaction reports for the State Controller’s Office required under Government Code Section (53891).

## **5.7 ACCOUNTABILITY AND TRANSPARENCY**

### **Meetings and Agendas**

Advisory Board meetings are held annually in the Spring with additional meetings called by the Advisory Board and/or District Engineer as needed. The meeting date, time, and location are posted on the Marin Watershed Program website <https://www.marinwatersheds.org/>. Also posted on the website are agendas, staff reports, and meeting minutes.

## **5.8 FINANCIAL OVERVIEW**

Flood Control Zone #6 posts draft budgets on the Marin Watershed Program Website as part of meeting packet materials. The draft budgets include actuals for the prior year, a proposed budget for the upcoming year, and a planned budget for the following year.

### **Financial Audit**

The County of Marin operates an Internal Audit Unit within its Department of Finance. The unit provides continuous monitoring of the County’s activities and reports to management staff on the results of risk evaluations.

### **Revenues and Expenditures**

The FY 2019-2020 expenditure budget for FZ6 is approximately \$44,910. This is slightly higher than the \$43,634 revenue they receive. FZ6 has a healthy fund balance of about \$497,977. Given the type of work that needs to be done, it is common for agencies like this to have fund balances that are this size in order to save money up then to do major repair or replacement projects.

Table 5-4 shows the revenue and expenditures for the FZ6. This does not include money spent by the City of San Rafael for the six drainage ditches. The City spends \$15,960 a year to do that work of which FZ6 reimburses them \$8,000 per year based on a 2017 agreement between FZ6 and San Rafael. In addition to work done in the drainage ditches the City also performs routine maintenance such as, leaf removal and storm-related responses similar to what they do for other parts of the City.

Table 5-4: Flood Control Zone #6 Revenues and Expenditures

Description	FY13/14	FY14/15	FY15/16	FY16/17	FY17/18	FY18/19	FY19/20
<b>Total Fund Balance</b>	\$406,413	\$418,355	\$436,739	\$453,453	\$470,051	\$499,447	\$481,775
<b>Unrestricted Fund Balance</b>	\$404,668	\$417,842	\$428,339	\$443,900	\$457,251	\$489,047	\$471,375
Taxes & Interest	\$30,793	\$32,889	\$34,999	\$38,779	\$43,018	\$49,269	\$50,795
Intergovernmental Revenue	\$0	\$0	\$0	\$163	\$163	\$162	\$162
Misc. Revenue	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Transfers In	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Revenue</b>	<b>\$30,793</b>	<b>\$32,889</b>	<b>\$34,999</b>	<b>\$38,942</b>	<b>\$43,181</b>	<b>\$49,430</b>	<b>\$50,956</b>
Salaries & Benefits	\$10,916	\$14,493	\$12,977	\$20,892	\$13,785	\$23,343	\$8,673.43
Services & Supplies	\$7,936	\$12	\$5,308	\$1,453	\$0	\$43,759	\$1,007
Machinery	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Expense</b>	<b>\$18,851</b>	<b>\$14,505</b>	<b>\$18,285</b>	<b>\$22,344</b>	<b>\$13,785</b>	<b>\$67,102</b>	<b>\$9,680</b>
<b>Equity</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Prior Year Encumbrance</b>	<b>\$1,745</b>	<b>\$513</b>	<b>\$8,400</b>	<b>\$9,553</b>	<b>\$12,800</b>	<b>\$10,400</b>	<b>\$10,400</b>
<b>Current Year Encumbrance</b>	<b>-\$513</b>	<b>-\$8,400</b>	<b>-\$9,553</b>	<b>-\$12,800</b>	<b>-\$10,400</b>	<b>-\$10,400</b>	<b>-\$10,400</b>
<b>Ending Fund Balance</b>	<b>\$418,355</b>	<b>\$436,739</b>	<b>\$453,453</b>	<b>\$470,051</b>	<b>\$499,447</b>	<b>\$481,775</b>	<b>\$523,098</b>
<b>Ending Unrestricted Fund Balance</b>	<b>\$417,842</b>	<b>\$428,339</b>	<b>\$443,900</b>	<b>\$457,251</b>	<b>\$489,047</b>	<b>\$471,375</b>	<b>\$512,698</b>

## 5.9 SUSTAINABILITY

FZ6 is on the front lines of climate change as most of the work that is being done is to protect the area from larger than normal rainstorms. When doing its planning for future work, FZ6 is looking towards models of what could happen in the future in order to inform the work that is being done today. When doing this forecasting, the expected life span of work being done should match the projection of what rainstorms will be for the end of the life of the project and not just the needs for today. FZ6 was a partner in the 2016 Las Gallinas Sea Level Rise Vulnerability Assessment<sup>2</sup> and the 2017 Gallinas Watershed Program report<sup>3</sup>. FZ 6 is using information from both to help with its planning process. FZ 6 also partnered with SMART to identify on-site riparian habitat mitigation opportunities within the Zone.

FZ6 is also anticipating in planning for its future that upgrades to the system are likely as sea levels rise and more of the existing ditches become tidal. Expensive infrastructure likely will be needed where drains flow under the freeway. It is not unreasonable, given expected sea level rises, that some work is needed in the area of the north east corner of the flood zone (near the SMART station) in order to protect the neighborhood from flooding. Additionally, FZ6's relationship with the Las Gallinas water shed community should be maintained as regional plans are being developed for the Las Gallinas watershed which includes FZ6.

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<sup>2</sup> [https://www.marinwatersheds.org/sites/default/files/2017-05/GWP\\_LowerGallinasCreekSLRVulnerabilityAssessmentFINAL\\_000\\_2.pdf](https://www.marinwatersheds.org/sites/default/files/2017-05/GWP_LowerGallinasCreekSLRVulnerabilityAssessmentFINAL_000_2.pdf)

<sup>3</sup> <https://www.marinwatersheds.org/sites/default/files/2017-05/20170331GWPFinalReport.pdf>

## 6.0 FLOOD CONTROL ZONE #7 – SANTA VENETIA

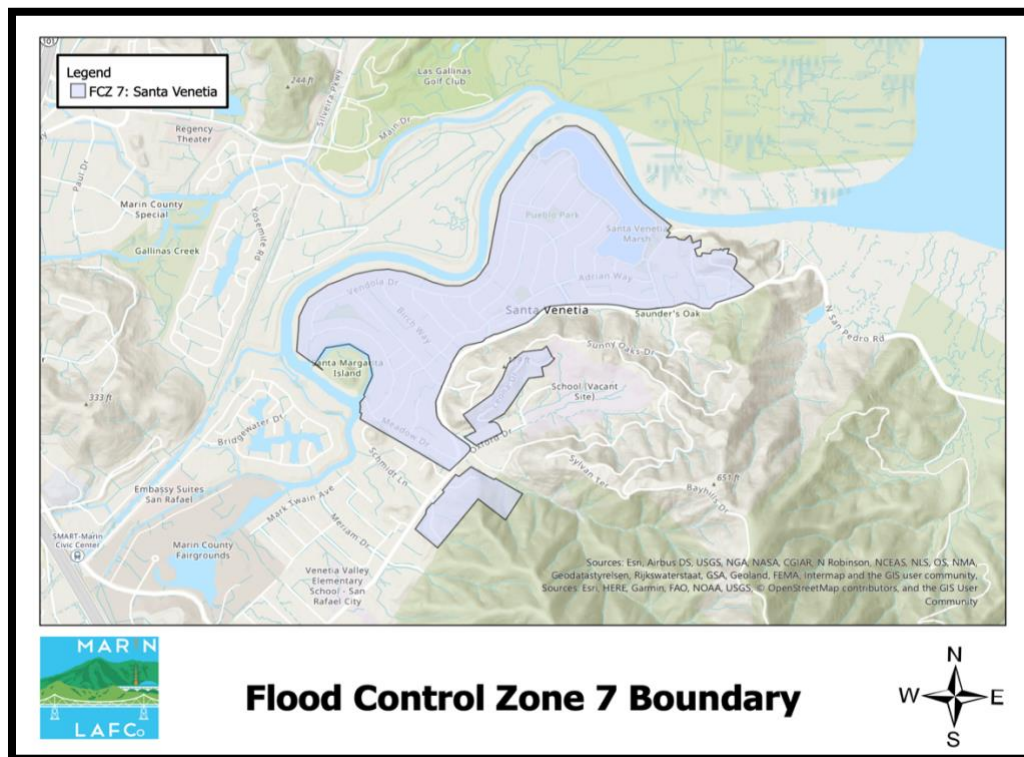
### 6.1 OVERVIEW

Flood Control Zone #7 (FZ7) is located in Santa Venetia, unincorporated San Rafael, along the South shore of Gallinas Creek. It encompasses .42 square miles and is partially within the historic tidal inundation area of the San Francisco Bay.

FZ7 was established in 1962 in order to address specific flooding problems in the low-lying areas of the Santa Venetia community. The boundaries of FZ7 were formed by the Marin County Flood Control and Water Conservation District outlined in Resolution 7295 approved by the Board of Supervisors in July of 1962 with the caveat of being locally funded.

Five residents within FZ7 are appointed by the Board of Supervisors to serve on the Advisory Board to oversee matters involving the zone. Per May 21, 2019, updated Zone bylaws, the Advisory Board meets annually in March, if available to review the budgetary needs, then schedules meetings throughout the year based on recommendations by District staff. FZ7 maintains 14 pumps at 5 permanent pump stations in an effort to reduce flooding. In addition, FZ7 has access to 4 portable pumps that are serviced and then re-stationed in the zone for use as needed and maintains about 2 miles of berm/levee, several tide gates, trash racks, and an annual vegetation program in drainage ditches and on the levee within the zone. An overview map is provided in Figure 6-1 and a land-use map is provided in Figure 6-1.

Figure 6-1: Flood Control Zone #7 Map



**Table 6-1: Flood Control Zone #7 Overview**

Flood Control Zone #7 Santa Venetia			
<b>Primary Contact</b>	Gerhard Epke		
<b>Phone</b>	(415) 473-6562		
<b>Office Location:</b>	Department of Public Works, 3501 Civic Center Drive, San Rafael, CA 94903		
<b>Formation Date</b>	1962	<b>Services Provided</b>	Flood Control
<b>Service Area</b>	.42 square miles	<b>Population Served</b>	2592*
*Estimate based on Block Group 1 in Tract 1060.02 - 2010 Population			

## 6.2 FORMATION AND DEVELOPMENT

FZ7 was established in 1962 before the County of Marin had authority to issue building permits and/or regulate zoning. This date also pre-dates the passage of the California Environmental Quality Act and the Endangered Species Act. The Santa Venetia area was one of Marin’s first neighborhoods to be constructed on soil fill over tidal marsh and bay mud. Due to the initial low-level elevation and ongoing consolidation of the underlying bay mud, much of the neighborhood has sunk below high tide level. FZ7 was subject to regular tidal flooding through the early 1980s.

Since its formation in 1962, amendments to FZ7 range from the annexation of additional parcels, to passage of special assessments for storm drain upgrades, antiquated pump station replacements, and other necessary improvements to reduce flood risk. In 1982, the Marin County Board of Supervisors called for voter approval to impose a special tax to financially support increasing infrastructure costs. That tax measure failed, however, in 1983 a similar ballot measure was passed and again renewed in 1986. The Marin County Board of Supervisors once again was able to pass additional special tax measures in 1991, 1995, and 2003 with the last of the special tax revenue coming in 2007. Monies received were used toward construction and renovation of pump stations and replenishment of the capital improvements and emergency services reserves. A special tax measure went before voters in 2010 but did not pass.

The Advisory Board met as recently as September 17, 2020, to discuss potential ballot language for another proposed special assessment on the properties located within Flood Control Zone #7. The special assessment being considered would help fund the Gallinas Levee Upgrade Project (GaLUP), with additional funding coming from a Federal Emergency Management Agency Hazard Mitigation Grant Program grant (up to \$3 million) and potentially the County (\$840,000). The GaLUP is an effort to find a longer-term and more robust solution to the tidal flood risk, improve the resiliency of the community, and adjacent critical wetland habitat to the rise of sea level, as well as to shore up existing corrugated metal pipe levee penetrations.

## 6.3 DISTRICT BOUNDARY AND SPHERE OF INFLUENCE

FZ7’s sphere of influence is coterminous with its jurisdictional boundary and includes a total of 886 parcels. Land uses within the zone boundary include single-family residential, multiple-residential, Planned Bayfront Zone, planned development, commercial, and agriculture. The majority of the residential lots within the zone have been developed.



## 6.4 POPULATION AND GROWTH

FZ7 is within the community of Santa Venetia which is Census Tract 1060.02. In 2010, the US Census reported a population of 5,625 which is a decrease from the year 2000. Almost all developable parcels within the boundary have been developed and increased growth is unlikely.

## 6.5 MUNICIPAL SERVICES

### Flood Control

In the early 1980s, multiple years of devastating floods in FZ7 required a Timber-Reinforced Berm (TRB) to be built on top of an existing earthen levee and was completed in 1984<sup>4</sup>. The TRB was mainly constructed on private property along Gallinas Creek to protect the larger community who were impacted by the floods. The TRB was built with wood members and has a normal life span of about 20 years. Since its construction, staff for the Flood Control Zone has done needed patchwork. In 2015-2016 staff did a review of all parts of the TRB they could get access to. Due to the TRB being on private land they were not able to properly inspect 8 parcels. FZ7 staff then created a list of the sections that were in the worst shape and needed immediate attention and as of 2020 have completed the identified high priority repairs using available budget. To date, about half of the original TRB has been replaced but staff is running into funding issues trying to complete renovation of the rest of the structure before it is too deteriorated to function. This will be addressed more in section 6.8.

In addition to the TRB, FZ7 has 5 pump stations. The original pump station was constructed in 1957 before the zone was established. With the additional pump stations built in 1963, 1979, 1980, and 1986. In addition to the pump stations, three large storm drains designed to allow flows coming off the hillsides above the community to bypass the pump stations were constructed with some funds coming from Housing and Urban Development (HUD) and the County. HUD has no maintenance or funding responsibilities for any projects they funded. The local agency responsibility takes care of this fund. Following the floods of the early 1980s and the completion of the TRB, improvements were made to the Santa Venetia Marsh Levee.

Marin County in 2016 joined the Federal Emergency Management Agency (FEMA) Community Rating System (CRS) at class 7, which can get a homeowner a 15% discount on flood insurance<sup>5</sup>. Subsequently, the County worked with FEMA to move to class 6, which as of the policy renewal date after May 2018 can get a homeowner a 20% discount on flood insurance<sup>6</sup>. In 2017 the average premium, before discount, per policy was \$2,117. With the CRS Class 7 discount of 20%, that means the average policy was \$1,694 or an average savings of \$423<sup>7</sup>. The CRS is a countywide program in unincorporated areas, so work in any part of the county can impact which class the unincorporated County as a whole qualifies for.

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<sup>4</sup> 2017 Town Hall PowerPoint [http://www.marinwatersheds.org/sites/default/files/2017-07/20160605\\_Zone7\\_TownHall.pdf](http://www.marinwatersheds.org/sites/default/files/2017-07/20160605_Zone7_TownHall.pdf)

<sup>5</sup> <https://www.fema.gov/national-flood-insurance-program-community-rating-system>

<sup>6</sup> <https://www.fema.gov/national-flood-insurance-program-community-rating-system>

<sup>7</sup> 2017 Town Hall PowerPoint [http://www.marinwatersheds.org/sites/default/files/2017-07/20160605\\_Zone7\\_TownHall.pdf](http://www.marinwatersheds.org/sites/default/files/2017-07/20160605_Zone7_TownHall.pdf)

The Flood District is not responsible for any water related issues associated with street drains or the sanitary sewer system. Those are handled by other government agencies, mainly Marin County Department of Public Works and Las Gallinas Valley Sanitary District.

## 6.6 ORGANIZATION STRUCTURE

### Advisory Board

Flood Control Zone #7 was formed as a dependent special district by the Marin County Flood Control and Water Conservation District Act in Chapter 68 of the Water Code. The Marin County Board of Supervisors is empowered to act as ex officio Board of Supervisors of the District. The Advisory Board consists of five (5) members appointed by the District Board. County Supervisors are elected to four-year terms of office, with no term limits.

**Table 6-2: County of Marin Board of Supervisors**

Member	Position	Experience	Term
<b>Damon Connolly</b> (District 1)	Supervisor	Government	Expires January 2023
<b>Katie Rice</b> (District 2)	Vice-President	Government	Expires January 2021
<b>Kate Sears</b> (District 3)	President	Government	Expires January 2021
<b>Dennis Rodoni</b> (District 4)	2 <sup>nd</sup> Vice-President	Construction	Expires January 2021
<b>Judy Arnold</b> (District 5)	Supervisor	Government	Expires January 2023

### Advisory Board

The District Board of Supervisors appoints five (5) advisory members, who shall reside in Flood Control Zone #7, to an Advisory Board that oversees the zone. That Advisory Board will make recommendations to the District Board of Supervisors on necessary actions. Per May 21, 2019, Zone bylaws, this Advisory Board meets a minimum of once a year in March to review budgeted items and planned projects, including design and engineering of upcoming improvements. A written update is provided to the District Board of Supervisors unless a meeting is needed to discuss a time-sensitive issue. The current Advisory Board consists of the five appointees noted below in Table 6-3.

**Table 6-3: Flood Control Zone #7 Advisory Board Members**

Member	Position	Term
<b>Greg Fox</b>	Advisor	Appointed 3-31-20
<b>Russ Greenfield</b>	Vice President	Appointed 11-25-14
<b>Alex Kahl</b>	Advisor	Appointed 1-24-17
<b>Roger Kirk</b>	Advisor	Appointed 3-7-17
<b>Jeffrey Krupnick</b>	Advisor	Appointed 11-18-08

## Staffing and District Operations

As a dependent district of the County, all administrative services are provided by County departments, including legal counsel and compilation of financial transaction reports for the State Controller's Office required under Government Code Section (53891).

## 6.7 ACCOUNTABILITY AND TRANSPARENCY

### Meetings and Agendas

Advisory Board meetings are held annually in late winter with subsequent meetings called by the Advisory Board and District staff. The meeting date, time, and location are posted on the Marin Watershed Program website <https://www.marinwatersheds.org/>. Also posted on the website are agendas, staff reports, and meeting minutes. The Board met as September 17, 2020, to discuss language for a proposed special assessment that may be on a future ballot. The special assessment being considered would be for the residents of the zone to fund the Gallinas Levee Upgrade project, includes improvements to the TRB for which FEMA is contributing up to \$3 million.

## 6.8 FINANCIAL OVERVIEW

Flood Control Zone #7 posts draft budgets on the Marin Watershed Program Website as part of meeting packet materials. The draft budgets include actuals for the prior year, a proposed budget for the upcoming year, and a planned budget for the following year. The baseline budget for the year is approved and major projects are brought to the Board for approval as awarded.

### Financial Audit

The County of Marin operates an Internal Audit Unit within its Department of Finance. The unit provides continuous monitoring of the County's activities and reports to management staff on the results of risk evaluations.

### Revenues and Expenditures

The FY 2019-2020 expenditure budget for FZ7 is much larger than in the last 5 years due to the work needed to be done on the TRB. Total expenditure is budgeted to be \$1,058,938, with revenue only budgeted at \$503,100. They are able to do this since they have an unrestricted fund balance entering the year of \$847,369. This follows a pattern of building up a fund balance then spending down the money for a large project.

While FZ7 has been able in the past to collect money over several years and then spend down that money in one year for a large project, FZ7 is needing to complete the TRB project quicker than current funding will allow. The Gallinas Levee Upgrade work will cost approximately \$6,000,000 in total to be completed over a 3 year period. The Flood Control District has been awarded a FEMA grant that would cover approximately \$3,000,000 of this total but this grant requires matching funds. The remaining amount will be split between Marin County and residents of FZ7. Marin County has already set-a-side \$840,000, proportionate to its ownership of the levee system. In order for FZ7 to cover the remaining share of needed funds which are likely to be partially secured through a 10-year loan, Zone staff are currently working with the Advisory Board on a possible voter-approved special assessment that might only apply to parcels at elevations that

would benefit from the project in order to cover annual loan repayments while allowing ongoing pump station maintenance. Without some kind of voter approval of the new funds, the TRB upgrades will be slowed down dramatically and could put the community at risk of a breach of the levee since it does not have the funds to properly fix the TRB in a timely manner.

**Table 6-4: Flood Control Zone #7 Revenues and Expenditures**

Description	FY12/13	FY13/14	FY14/15	FY15/16	FY16/17	FY17/18	FY18/19	FY19/20 Budgeted
<b>Total Fund Balance</b>	<b>\$954,883</b>	<b>\$806,822</b>	<b>\$220,367</b>	<b>\$344,730</b>	<b>\$445,548</b>	<b>\$561,564</b>	<b>\$721,381</b>	<b>\$936,596</b>
<b>Unrestricted Fund Balance</b>	<b>\$804,718</b>	<b>\$624,853</b>	<b>\$165,584</b>	<b>\$242,742</b>	<b>\$359,605</b>	<b>\$474,868</b>	<b>\$630,577</b>	<b>\$847,369</b>
<b>Taxes</b>	\$374,291	\$438,690	\$407,303	\$414,117	\$475,164	\$493,608	\$522,861	\$503,100
<b>Intergovernmental Revenue</b>	\$1,164	\$1,136	\$1,121	\$1,103	\$1,090	\$1,085	\$1,067	\$0
<b>Misc Revenue</b>	\$800	\$410	\$0	\$0	\$0	\$3,344	\$0	\$0
<b>Transfers In</b>	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Revenue</b>	<b>\$426,255</b>	<b>\$440,235</b>	<b>\$408,423</b>	<b>\$415,220</b>	<b>\$476,254</b>	<b>\$498,037</b>	<b>\$523,928</b>	<b>\$503,100</b>
<b>Salaries &amp; Benefits</b>	\$312,219	\$294,208	\$156,155	\$187,041	\$242,253	\$143,554	\$182,799	\$416,711
<b>Services &amp; Supplies</b>	\$264,068	\$735,642	\$132,393	\$131,054	\$117,986	\$194,665	\$125,914	\$642,227
<b>Machinery</b>	-\$1,971	-\$3,160	-\$4,488	-\$3,693	\$0	\$0	\$0	\$0
<b>Total Expense</b>	<b>\$574,316</b>	<b>\$1,026,690</b>	<b>\$284,060</b>	<b>\$314,402</b>	<b>\$360,239</b>	<b>\$338,219</b>	<b>\$308,713</b>	<b>\$1,058,938</b>
<b>Prior Year Encumbrance</b>	<b>\$150,165</b>	<b>\$181,970</b>	<b>\$54,784</b>	<b>\$101,988</b>	<b>\$85,943</b>	<b>\$86,695</b>	<b>\$90,805</b>	<b>\$89,227</b>
<b>Current Year Encumbrance</b>	<b>- \$181,970</b>	<b>-\$54,784</b>	<b>-\$101,988</b>	<b>-\$85,943</b>	<b>-\$86,695</b>	<b>-\$90,805</b>	<b>-\$89,227</b>	<b>-\$98,027</b>
<b>Ending Fund Balance</b>	<b>\$806,822</b>	<b>\$220,367</b>	<b>\$344,730</b>	<b>\$445,548</b>	<b>\$561,564</b>	<b>\$721,381</b>	<b>\$936,596</b>	<b>\$380,758</b>
<b>Ending Unrestricted Fund Balance</b>	<b>\$624,853</b>	<b>\$165,584</b>	<b>\$242,742</b>	<b>\$359,605</b>	<b>\$474,868</b>	<b>\$630,577</b>	<b>\$847,369</b>	<b>\$282,730</b>

While the TRB is the top priority, other work will need to be done in the future. Other work identified by FZ7 staff includes reconstruction of all or portions of pump systems meeting one or more triggers: 1) nearing the end of their typically 50-year design life (Pump Station No. 2), or 2) that do not have pumping capacity to handle estimated 100-year storm flows (Pump Station No. 4), or 3) that the residential areas in the pump catchment areas have settled below their pump station wet well elevations and storm flows don't effectively get to the pump station (Pump Stations No. 3 and 5). The land in FZ7 is settling and will continue to do so in the future. This

settlement has caused parts of the land in the area to be below the area that the pumping system can service. As the land continues to settle, this problem will only grow. Either the pumping system needs to be modified or homes need to be elevated to address this concern. In addition, some of the pipes in the system are getting to an age where replacement is either currently needed or will be needed in the near future. Many needed pipe replacements could be incorporated into road maintenance projects in order to minimize costs to the Zone. The Santa Venetia Storm Drain Hydraulic Study Final Report<sup>8</sup> contains an evaluation of potential improvements.

FZ7 annual revenue comes from ad valorem tax. Total revenues from ongoing sources is approximately \$500,000 per year. In addition, over the past 36 years, 21 of them have had a special assessment approved by the voters<sup>9</sup>. These special assessments have helped bridge the gap to fund needed projects. This funding, however, is not constant and makes it difficult to do proper long-term planning.

FZ7 staff is currently working to evaluate the needs of the entire zone to determine what needs to be worked on and the costs to do that work. An issue that FZ7 staff is likely to face after the review is completed is the district does not raise enough revenue to do the amount of work that will likely come from the evaluation. FZ7 currently maintains 5 pump stations and 2 miles of levees. In comparison, Flood Zone 1 (Novato) and Flood Zone 3 (Richardson Bay) have 4 and 5 pump stations along with 2 and 1.3 miles of levee respectively. Both Flood Zone 1 and Flood Zone 3 also do some dredging that FZ7 is not responsible for doing. All three Flood Zones are responsible for similar amounts of pump stations and levee maintenance, yet their annual revenues are not similar in nature. FZ7 annual revenue is about \$500,000 where the other two zones' revenue is between \$1.5 million to \$2 million.

## 6.9 SUSTAINABILITY

FZ7 is on the front lines of climate change as most of the work that is being done is to protect the area from sea level rise and larger than normal rainstorms. Incorporating the land subsidence rates means that the baselines are changing in multiple ways simultaneously. When doing its planning for future work, FZ7 is looking towards models of what could happen in the future in order to inform the work that is being done today. When doing this forecasting, the expected life span of work being done should match the projection of what sea level and rainstorms will be for the end of the life of the project and not just the needs for today.

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<sup>8</sup> <https://www.marinwatersheds.org/resources/publications-reports/santa-venetia-storm-drain-hydraulic-study-final-report>

<sup>9</sup> [http://www.marinwatersheds.org/sites/default/files/2017-7/20160605\\_Zone7\\_TownHall.pdf](http://www.marinwatersheds.org/sites/default/files/2017-7/20160605_Zone7_TownHall.pdf)

**MARIN LOCAL AGENCY FORMATION COMMISSION**

## RESOLUTION NO 20-30

**ADOPTION OF THE SAN RAFAEL REGION SUPPLEMENTAL MUNICIPAL SERVICE REVIEW FOR MARIN COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT ZONE 6 AND 7**

**WHEREAS** the Marin Local Agency Formation Commission, hereinafter referred to as the "Commission", is a political subdivision of the State of California with regulatory and planning responsibilities to produce orderly growth and development under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000; and

**WHEREAS** the Commission is responsible under Government Code Section 56430 to regularly prepare studies to independently assess the availability, performance, and need of governmental services to inform its regulatory and other planning activities; and

**WHEREAS** as part of such reviews, LAFCos must compile and evaluate service-related information and make written determinations regarding infrastructure needs or deficiencies, growth and population projections for the affected area, financing constraints and opportunities for shared facilities, government structure options, including advantages and disadvantages of consolidation or reorganization of service providers, evaluation of management efficiencies, and local accountability and governance; and

**WHEREAS** a written report on the municipal service review was presented to the Commission in a manner provided by law; and

**WHEREAS** Marin LAFCO issued a Draft Service Review on July 22, 2020; and

**WHEREAS** as part of the municipal service review, the Commission is required pursuant to Government Code Section 56430(a) to make a statement of written determinations with regards to certain factors.

**NOW, THEREFORE**, the Marin Local Agency Formation Commission **DOES HEREBY RESOLVE, DETERMINE AND ORDER**, based upon the information contained in the written report, correspondence from affected agencies and information received during the public hearings, as follows:

1. The Commission determines this municipal service review is a project under the California Environmental Quality Act, but qualifies for an exemption from further action as an informational document consistent with Code of Regulations Section 15306.



- 2. The Commission adopts the statement of written determinations generated from information presented in the written report on the municipal service review as set forth in Exhibit A.
- 3. The Commission refers the public to the report on the municipal service review for additional details and important context, including- but not limited to- documenting each agency's active and latent service powers.

**PASSED AND ADOPTED** by the Marin Local Agency Formation Commission, on October 8, 2020, by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Sashi McEntee, Chair  
Marin LAFCo

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Jason Fried, LAFCO Executive Officer

\_\_\_\_\_  
Malathy Subramanian, LAFCo Counsel

Attachments to Resolution No. 20-30

- 1) Exhibit "A"

**EXHIBIT A****SAN RAFAEL REGION SUPPLEMENTAL STUDY FOR MARIN COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT ZONE 6 AND 7****MUNICIPAL SERVICE REVIEW DETERMINATIONS GOVERNMENT CODE SECTION 56430****1) Growth and population projections for the affected area.**

a) As stated in the October 2019 San Rafael Area MSR, the population growth for the overall San Rafael area is expected to be approximately 19% by 2040. However, anticipated growth in Flood Control 6 and 7 is projected to be minimal. Both Flood Control Zones in the study areas are essentially built out at this time.

**2) The location and characteristics of any disadvantaged unincorporated communities within or contiguous to the sphere of influence.**

a) There are no identified DUCs within the study area.

**3) Present and planned capacity of public facilities, adequacy of public services, and infrastructure needs or deficiencies including needs or deficiencies related to sewers, municipal and industrial water, and structural fire protection in any disadvantaged, unincorporated communities within or contiguous to the sphere of influence.**

a) As noted above, there are no unincorporated communities within the Study Area that have been identified as disadvantaged.

**4) Financial ability of agencies to provide services**

a) Both Flood Zone 6 and 7 prepare annual budgets and prepare financial statements in accordance with established governmental accounting standards. The County Board of Supervisors, acting as the Board for the Marin County Flood Control and Water Conservation District, may amend their budgets by resolution during the fiscal year in order to respond to emerging needs, changes in resources, or shifting priorities. Expenditures may not exceed appropriations at the fund level, which is the legal level of control.

b) The County Administrative Officer is authorized to transfer budgeted amounts between accounts or funds under certain circumstances, however; the County Board of Supervisors, acting as the Board for the Marin County Flood Control and Water Conservation District, must approve any increase in the operating expenditures,

appropriations for capital projects, and transfers between major funds and reportable fund groups. Audited financial statements are also prepared as part of the County of Marin audit which is performed by an independent certified public accounting firm.

- c) Flood Zone 6 currently has the ability to cover its costs, but this is partly due to the fact that the City of San Rafael handles many of the responsibilities that help cover some of the services provided to the Flood Zone.
  - d) Flood Zone 7 currently has the ability to cover its basic services but is facing an issue in the future of not having the funding needed to perform some large projects. The Zone has an irregular pattern for approval of temporary parcel tax to deal with items as identified. Most of the previous special taxes have been reactionary to immediate needs. This has allowed for individual projects to be funded but has not allowed for a long-term plan to be created to ensure the long-term stability of the work needed. The Zone may want to discuss setting up a more permanent special assessment (e.g. special tax or other revenue measure using the County collection system when collecting property taxes) that will allow for better maintenance and long-term planning. In addition, a special assessment will ensure that repairs and maintenance can occur when needed and not require waiting for a special assessment to be passed on the ballot which can lead to more expensive repairs and replacement if repair work needs to wait for funding.
- 5) Status of, and opportunities for, shared facilities.**
- a) There are no opportunities for shared facilities at this time.
- 6) Accountability for community service needs, including governmental structure and operational efficiencies.**
- a) Flood Zone 6 was established prior to the City of San Rafael's annexation of the area. While the MOU between the Flood Control District and San Rafael has worked well, it may be time for the Flood Control District to transfer the remaining work it does for the district to the City of San Rafael. The City has the ability to do the work the Flood Control staff does now within the zone. The work that would need to be transferred should include general administration which includes such items as the permitting process for maintenance to the creeks and oversight of the Advisory Board including keeping the current Board members to ensure continuity and history of the zone. Should the District and the City agree to transfer Zone 6 to the City, measures should be included to make sure all current and future funds are properly transferred to the City and that the City has measures in place to make sure all those funds are only used for services in Flood Zone 6. Having said that, the District, City, and advisory board should discuss, as needed, when projects fall outside of the boundary of the Zone but will help deal with flood control issues within the boundary. It could be prudent to use

some funds on these types of projects if they end up benefitting and supporting the system that Zone 6 is responsible for.

While LAFCos have authority to perform an MSR for Flood Control Districts, they do not have oversight of the creation, change to, or elimination of individual Zones within them, however, if requested by both the District and City, LAFCo staff can help with this process.

In addition to the District and City, staff should coordinate with the SMART train system staff. Currently SMART runs its own programs to ensure the safety of the rail line that runs through the district. Similar to the discussion above about district funds being used for projects just outside of its boundary, SMART may get similar benefits by working with the Flood Control Zone to help use some of its funds outside of its direct efforts as it may be possible to help divert water earlier in the system so the rail line is better protected. In addition, an Advisory Board member for Flood Control Zone pointed out that SMART modifications in the area may have impacted drainage and erosion patterns in some parts of the Flood Zone. County and City staff have worked with SMART staff, but more cooperation may be needed from SMART when doing work in this Flood Zone to ensure work done by any group does not impact the work of the others. A MOU between the three groups would help facilitate this.

**7) Any other matter related to effective or efficient service delivery, as required by commission policy.**

- a) Due to the long history of the District and the unique nature of each flood zone, the budgets for each Zone are reported in different ways. While the members of any one district may understand the budget for that zone it can be hard to compare information across zones. The District should work to create a budget reporting system that is more uniform in nature while still accounting for the unique nature of each zone.
- b) FZ7 is within unincorporated Marin which is currently part Federal Emergency Management Agency (FEMA) Community Rating System (CRS). Because the City of San Rafael is not part of CRS, stormwater management activities above and beyond the basic FEMA requirements in FZ6 (e.g. the annual leaves disposal flyer) don't increase discounts on flood insurance premiums for area residents. Should the City of San Rafael become fully responsible for FZ6, the City may want to look into entering the CRS program so City residents can qualify for discounts on flood insurance premiums. To potentially qualify for the CRS program the City can combine work they already do in other parts of San Rafael with work done in FZ6.

## Flood Zone 6 & 7 Supplemental Draft MSR Comments Received and Responses

Date	Name	Title	Affiliation	Comment	Responses
August 13, 2020	Barbara Coler	Commissioner	Marin LAFCo	Zone 7 pump stations and San Rafael coordination.	Checked with others and this does not seem to be a viable option at this time.
August 13, 2020	Craig Murray	Commissioner	Marin LAFCo	Add links to documents mentioned on page 19.	Links added.
August 13, 2020	Damon Connolly	Commissioner	Marin LAFCo	Uniform discussion of financing mechanism for Flood Zone 7.	Item correct, past items refer to what was done and future needs always refers to "special assessment" which is the County term for any new funding type.
September 24, 2020	Ken Dickinson	Vice Chair	FZ 6 Advisory Board	Several questions and comments on details of suggested transfer of responsibility from District to City.	All good questions asked but do not yet know. All have been forwarded to District staff to answer should they go through process.
September 25, 2020	Stuart Sheperd	Chair	FZ 6 Advisory Board	<p>Several questions and comments on details of suggested transfer of responsibility from District to City.</p> <p>Page 11 - wants suggestion of keeping current advisory board members added.</p>	<p>All good questions asked but do not yet know. All have been forwarded to District staff to answer should they go through process.</p> <p>Have added suggestion.</p>

				Page 11 - suggested language change on SMART work in area.	Had another comment on this as well and made modification based on both comments.
				Page 19 - suggested additional language on sustainability section.	Language added similar to suggestion.
September 28, 2020	Marianne Nannestad	Board Member	FZ 6 Advisory Board	Suggested additional language on SMART work in area	Had another comment on this as well and made modification based on both comments.
Various dates	District Staff			Had a few conversations with district staff and additional updates and edits.	All edits made.



**Subject:** Comments regarding Municipal Service Review San Rafael Region...Public Draft

**Date:** Thursday, September 24, 2020 at 3:42:16 PM Pacific Daylight Time

**From:** Ken Dickinson

**To:** Jason Fried

Dear Jason

Thanks so much for the opportunity to make these comments. I appreciate you hearing me out so patiently.

Best regards  
Ken Dickinson  
Vice Chairperson  
Flood Zone 6 Advisory Board

**Comments regarding the: Municipal Service Review San Rafael Region Supplemental Marin County Flood Control and Water Conservation District Zones 6 and 7 PUBLIC DRAFT JULY 2020**

1. It is my understanding that the Marin County Flood Control Zone 6 (Rafael Meadows), is part of the Marin County Flood Control & Water Conservation District, (MCFCWCD) a distinct political subdivision of the State of California. The County merely provides staffing, financial and administrative support and other services to the District to allow it to function. Additionally the County provides the Civic Center and other facilities for administration and support services for the District Operation including the District Board of Supervisors. Because of this Flood Zone 6 is charged an overhead cost which historically is known as the "A87" Indirect Cost Allocation.

2. It is not clear to me from the report, if Flood Zone 6 is recommended to remain within the MCFCWCD and have the "A87" Indirect Costs and Tasks taken care of by The City of San Rafael or if the report is recommending that Flood Zone 6 be dissolved completely and the monies transferred to the City of San Rafael and the Flood Zone to be reformed as some other entity under the City of San Rafael. In light of this, what is the process to dissolve or remove a Flood Zone from the MCFCWCD?

3. Additionally if the City of San Rafael were to take over administration and support services (the indirect costs), does the City have the capacity to support the existing levels of services such as staff labor, professional services, utilities and construction trade services which historically have been described as:

Counsel  
Risk Management  
Department of Finance  
Information & Systems Technology  
Management and Budget  
Building Maintenance  
Printing Services  
Garage Services  
Landscape Maintenance

4. If any funds were transferred to the City of San Rafael, as the new fiscal agent, would those funds appear as a distinct, identifiable and separate series of Flood Zone 6 Line items within the City of San Rafael accounting system. And would those funds still be audited annually by the State Controller's Office as it conducts its formal review of indirect costs each fiscal year for other flood zones in the county?

5. Regarding Page 11 item a.

"Flood Zone 6 was established prior to the City of San Rafael's annexation of the area. While the MOU between the Flood Control District and San Rafael has worked well, it may be time for the Flood Control District to transfer the remaining work it does for the district to the City of San Rafael. "

Should this not read "it may be time for the Flood Control District to transfer the remaining work that Marin County does for the district to the City of San Rafael."

6. and for the following statement: "The City has the ability to do the work the Flood Control staff does now within the zone. to read "The City has the ability to do the work that the Flood Control appointed staff (The County) does now within the zone as the Flood Control zone, as I understand it, does not have any staff.

7. and for the following statement: : "Should the District and the City agree to transfer Zone 6 to the City" Are you referring here to the Flood Zone 6 district? and if so what is the mechanism for that decision to be activated.

8. Page 16. the following quote, I find to be confusing as technically FZ6 does not have any staff. It perhaps should read as "FZ6 appointed County staff and the City of San Rafael staff. FZ6 appointed County staff handles the permitting..." etc.

The FZ6 work is currently split between FZ6 staff and the City of San Rafael Staff. FZ6 staff handles the permitting of projects, some public outreach, oversight of the advisory board, and general administrative services while City staff handles day to day work that occurs in the zone.

9. Regarding page 19, item 5.9 Sustainability: the report notes that FZ6 is on the front lines of climate change and that the zone is a partner in the 2016 Las Gallinas Sea Level Rise Vulnerability Assessment and the 2017 Gallinas Watershed Program report. It doesn't make sense to dissolve the zone or transfer it to the City of San Rafael which would isolate the district from the wider Gallinas Water Shed community and the important communication between its parts. It might make sense to make the City of San Rafael its new fiscal agent but how then would the oversight by the Marin County Board of Supervisors be accommodated and as mentioned earlier what is the mechanism to do all this and ultimately what is going to be accomplished? This raises a lot of troubling questions for the important work FZ6 may have to do as climate change begins to impact the area more strongly.

**Subject:** Flood Zone 6 concerns  
**Date:** Friday, September 25, 2020 at 8:42:02 PM Pacific Daylight Time  
**From:** Stuart Shepherd  
**To:** Jason Fried, Ken Dickinson  
**Attachments:** LAFCO report concerns.docx

Hi Jason,

My name is Stuart Shepherd. I am the chairperson of Flood Zone 6.

First, I want to thank you for sending us a copy of the report.

I have read and reviewed it. I have concerns with some of what it contains. I have attached a list below. I am not certain you are able to address all these concerns however, I am hopeful that the conversation has begun. Please share any insights you may have.

With best regards,

Stuart Shepherd

Chairperson, Flood control zone #6

## **Concerns from the LAFCO report**

### **Transferring of funds**

Currently, the revenue for flood zone six is collected via ad valorem (according to the value) taxes and fees paid by property owners and all expenditures by the District require authorization by the five members of the Marin County Board of Supervisors who serve as the Flood Zone District's board.

Does the county have the power/jurisdiction to transfer a Flood Zone without involving the tax paying members of the flood zone. Does the City have the power/jurisdiction to receive one without involving the tax paying members of the flood zone.

Can the county continue to collect taxes for a flood zone that they used to oversee and not be responsible for how they are administered under the new jurisdiction?

As residents of the flood zone will now pay taxes to the city instead of the county, won't this have to be done by a vote of the taxpayers involved?

How would it be recommended that a Flood Zone with a precise physical boundary be reconstituted under the City? Would it have the same boundary, the same tax paying property owners, the same structure and bylaws and advisory board. Would it be a like for like transfer. Or would the City have the freedom to construct it as they see fit. Would this have implications for the revenues collected and how would all those decisions be made? By the voters, by the City Council, by the creation of a new Stand-Alone Special District?

### **In response to Page 11 a.**

Should the District and the City agree to transfer Zone 6 to the City, measures should be included to make sure all current and future funds are properly transferred to the City and that the City has measures in place to make sure all those funds are only used for services in Flood Zone 6. We would also recommend that the existing Advisory Board Members are also transferred to ensure continuity and history. Having said that, the District, City, and CAC should discuss, as needed, when projects fall outside of the boundary of the Zone but will help deal with flood control issues within the boundary. It could be prudent to use some funds on these types of projects if they end up benefitting and supporting the system that Zone 6 is responsible for.

and...SMART may get similar benefits by working with the Flood Control Zone to help use some of its funds outside of its direct efforts as it may be possible to help divert water earlier in the system so the rail line is better protected as well as impacts on FZ6 generated from the rail line.

### **In response to Page 16, 5.5**

SMART also has a rail line that runs through this area. SMART has its own water diversion projects to protect the tracks from the erosion but there are concerns from the residents of FZ6 that it is not adequate to mitigate the increasing level of larger than normal rainstorms, (attributable to global

warming, climate change and sea level rise), on the SMART water diversion projects that has already caused flooding into the FZ6 neighborhood.

### **In response to Page 16 Advisory Board**

The current Advisory Board consists of the five appointees noted below in Table 6-4. But the Table is denoted as table 5-3 on Page 17

### **In response to Page 19 – 5.9 Sustainability**

FZ6 is on the front lines of climate change as most of the work that is being done is to protect the area from larger than normal rainstorms. When doing its planning for future work, FZ6 is looking towards models of what could happen in the future in order to inform the work that is being done today. When doing this forecasting, the expected life span of work being done should match the projection of what rainstorms will be for the end of the life of the project and not just the needs for today. FZ6 was a partner in the 2016 Las Gallinas Sea Level Rise Vulnerability Assessment and the 2017 Gallinas Watershed Program report. FZ 6 is using information from both to help with its planning process. FZ 6 also partnered with SMART to identify on-site riparian habitat mitigation opportunities within the Zone.

FZ6 is also anticipating in planning for its future that Upgrades to the system are likely as sea levels rise and more of the existing ditches become tidal. Expensive infrastructure likely will be needed where drains flow under the freeway. It is not unreasonable, given expected sea level rises, that a pumping station will be needed in the area of the North East corner of the flood zone (near the SMART station) in order to protect the neighborhood from flooding. Additionally, FZ6's relationship with the Las Gallinas water shed community needs to be maintained and supported and the regional plan being developed for the Las Gallinas watershed must include the water shed that contains FZ6.

**Subject:** SMART additional comments

**Date:** Monday, September 28, 2020 at 10:53:34 AM Pacific Daylight Time

**From:** Marianne Nannestad

**To:** Jason Fried

Hi Jason,

Below is a quick summary of the issues we have had with SMART and my hope is that you would put a stronger note in your report regarding the continued joint efforts in maintenance of the creeks and culvert's to make sure we keep flooding to a minimum.

#### Water Diversion and SMART

Because of the way SMART built up the berms along the tracks around the North West and North East sections of FZ6 in Rafael Meadows, the runoff from those berms was not ditched adequately and in the event of major rainstorms, there is flooding into that part of the neighborhood. This should be looked at with SMART as it will only get worse as we experience more extreme events. Of particular concern is the coincidence of a major storm in conjunction with a King Tide which will result in the water not flowing correctly through the South Fork of the Gallinas Creek. This is the only place that the water can go and it will very likely back up into the neighborhood as it already has done in the past under similar weather conditions

#### Creek Clean Up and Maintenance - SMART

There is an ongoing issue of appropriate maintenance in the SMART ROW that can cause debris to accumulate upstream and cause flooding into the North East section of the neighborhood particularly at the Corrillo Drive Cul De Sac, West of the SMART station and both North and South of the train tracks. A debris build up through lack of good maintenance, caused major flooding in that part of the FZ6, Rafael Meadows neighborhood in 2009. Since then we have had two major rainstorms that have flooded home owner garages in this part of the neighborhood. What we want to make sure is that SMART maintains the creeks and culverts running under and alongside the tracks so that water can flow into the South Fork of the Gallinas Creek. A good communication on this issue between FZ6 and SMART with the assistance of the County needs to be established and strengthened to keep this issue under control on a regular basis.

Marianne Nannestad  
415-601-9321  
Flood Zone 6  
Advisory Board





# Marin Local Agency Formation Commission

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

### AGENDA REPORT

October 8, 2020

Item No. 5 (Public Hearing)

**TO:** Local Agency Formation Commission

**FROM:** Jason Fried, Executive Officer

**SUBJECT:** Approval of Payroll Service System Agreement for LAFCo Employees

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### Background

At the June 11, 2020, LAFCo meeting, staff discussed the possible need to change Payroll service companies. The Commission authorized the Executive Officer to research other possible options to see if a better option was available for LAFCo and to return with a report and other options if viable. Staff reached out to all 30 independent special districts in Marin County and all 58 LAFCos across the state to see who used an outside firm to process payroll. From that, we received 7 different companies that did this work. LAFCo staff reached out to all 7 to see if they could provide the services we needed. From that, we got 4 proposals. Upon review of the 4 proposals, Paychex offers a product that will work for us and was the best from a cost analysis. The lower cost to LAFCo was in part due to fact that Paychex already has a working relationship with Bank of Marin and provides a 30% discount to any Bank of Marin customer, which is who LAFCo uses. The costs for services are part of the Proposal For Services (Attachment 1) which also gives some background, and even after one-time fees, we would be spending less than we would spend for ADP per year.

Should the Commission approve the transfer of the payroll system, LAFCo staff and bookkeeper are looking to move out of the County of Marin account to make payroll payments. This is being done since the County requires us to enter in information into its system for each payroll that we use our County account to make payments. By making payments from our Bank of Marin account, staff and bookkeeper would see a reduction in workload since not as many steps would be needed. It should be noted that some entries will still be needed because we are in the County benefits system, but the payroll side would see a reduction in workload. Finally, by making this change over the Commission will have more accurate payroll costs sooner in our bi-monthly reports since we will no longer need to wait for the County to update our Munis System. Marin LAFCo Policy 3.13(B)(i) requires that any transfer of funds from the Marin County account needs a majority approval from the Commission. Staff is requesting the Commission give staff authority quarterly to move the needed funds from the County account to the Bank of Marin account to cover payroll services as part of this transition. A quarterly transfer seems to be the most cost- and time-efficient system for these types of transfers to occur.

**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

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

**Lew Kiouss, Regular**  
Almonte Sanitary District

**Tod Moody, Alternate**  
Sanitary District #5

**Larry Loder, Regular**  
Public Member

**Chris Skelton, Alternate**  
Public Member

**Staff Recommendation for Action**

1. Staff recommendation – Authorize the Executive Officer to sign an agreement with Paychex to do our payroll services. Also, Authorize the Executive Officer to follow the proper process to inform ADP that we will not be using their services moving forward. Finally, authorize the Executive Officer to transfer funds as needed from LAFCo’s Marin County account to the LAFCo Bank of Marin Account on a quarterly basis to cover payroll and benefit expenditures.
  
2. Alternative option – Continue consideration of the item to the next regular meeting and provide direction to staff, as needed.

Attachment:

- 1) Paychex Proposal for Services
- 2) Sample Paychex agreement

# Proposal for Services

Paychex Flex® Select



Prepared for:

By:



## Dedicated support with flexible solutions for HR, payroll, and more

We understand how hard it is to run a business, and we know how payroll and HR issues can make it even more challenging to succeed. With Paychex Flex® Select, a dedicated payroll specialist—someone who knows your name and your business—will help you handle your payroll and tax needs.

**Payroll:** Run payroll with your dedicated payroll specialist, key it in via desktop or mobile, import the data, or use one of our optional time and attendance solutions. Choose from three different payroll views for an experience that meets the needs of your business.

**Check Logo Service:** Customize checks with your company logo.

**Employee Self-Service:** With access to initiate a variety of actions themselves, your employees can access and change their personal information, fill out tax forms, view payroll data, and more.

**Employee Pay Options:** Choose the pay option best suited for your business: paper checks, check signing, check insertion, direct deposit (with optional same-day ACH capability\*), paycards, or Tip Network™.

**General Ledger Report:** Use this report to help you break down payroll data into an easy-to-use format.

**Labor Poster Kit:** Receive up-to-date, printed or electronic versions of labor posters for display in your workplace.

\* For clients on direct deposit only. Additional costs apply.

**Indeed®:** Reach more quality candidates. Paychex customers receive a \$200 credit to sponsor their jobs on Indeed, the world's #1 job site\*\*. Post jobs directly to Indeed from our HR platform, Paychex Flex.

**New-Hire Reporting:** Adhere to state reporting requirements for independent contractors and new and rehired employees.

**Online HR Library:** Get information on employment laws, new hire reporting requirements, and HR compliance.

**Analytics and Reports:** Gain actionable insight into your business with access to over 160 reports and interactive reporting with on-screen feedback.

**HR Analytics and Calendar:** Monitor turnover trends with benchmarking, headcount, and more with an HR focused dashboard. Never miss key dates and stay on track while also completing tasks more efficiently with an HR events calendar.

**Retirement Plan Summary Report:** Access participant information for your 401(k) provider.

**Taxpay®:** Mitigate risk of IRS penalties with per pay period deductions for federal, state, and most local payroll taxes, tax depositing and return filing.

**Financial Wellness:** Help your employees meet their financial goals with a variety of tools from FinFit™.

### **Employment and Income Verification Services:**

From The Work Number®, this automated solution for employment and income confirmations for your employees assists them as they obtain the credit and benefits they need, and lets them manage their own status requests.

**Automated Vendor Payments\*\*\*:** Automatically create checks for third-party vendors based on your employees' payroll amounts (that do not add to net).

**Tax Credit Services:** Find and claim tax credits your business is eligible to receive.

**Paychex Learning Essentials:** Leverage access to a learning management system (LMS), including Paychex Flex product trainings and five free trainings plus the ability to purchase training libraries in the following areas: business skills, HR compliance, leadership and management, sales and service, business software such as Microsoft® Office, and workplace safety.

**Paychex Digital Marketing Services†:** Grow your business with digital marketing. Paychex is now including \$1,000 of prepaid digital marketing services for every new client to help make your business more visible across Google, Facebook, Yelp, top business directories, maps, and mobile phones. The \$1,000 in prepaid services will be paid for by Paychex as a \$75/month credit on your Paychex payroll invoice.

\*\*To receive the \$200 Indeed, Inc., credit, you must be a Paychex, Inc. client and post a sponsored job through Paychex Flex to Indeed. You must have the appropriate user access configured in Paychex Flex to post jobs to Indeed. Only new Indeed customers are eligible to receive the \$200 credit. The \$200 credit expires after 12 months. The \$200 credit applies to any advertiser in the U.S. who hasn't received a credit in the past 180 days on Indeed, and is applicable only for future spend. Terms, conditions and quality standards apply.

\*\*\* Automated Vendor Payments are only for amounts associated with a deduction or earning. For clients with a per check fee, the incremental check charge will apply.

† Paychex Digital Marketing Services Powered by FreshLime™.

# Optional services billed separately:

**Paychex Employee Screening Essentials:** Perform background checks on candidates quickly and easily.

**Paychex Employee Screening Service:** Hire smarter with in-depth screening for positions that require additional qualifications and more targeted verifications.

**COBRA Administration:** Can help you comply with COBRA and state continuation services.

**Sales Tax Services:** Minimize risks, keep up with changing tax rates, and pay state sales tax on time with our affordable and easy-to-use sales tax payment solution.

**Employee Handbook Builder:** Create an employee handbook using a robust, online, do-it-yourself tool — featuring pre-developed content and step-by-step instructions, along with policies that are updated in real time to help you stay in compliance and meet your specific business needs.

**Data Exports:** Export many reports into spreadsheets for importing into third-party software or manipulating data yourself.

**Employer Shared Responsibility (ESR):** Stay up to date with the complex requirements of the Affordable Care Act.

**Health Insurance and Administration:** Find the best health insurance solution for your business and budget. We partner with over 300 insurance carriers and have licensed professionals who will guide you every step of the way.

**General Ledger Service:** Post payroll data to popular accounting software.

**Paychex Flex® HR Administration:** Nurture your team's ongoing development through powerful performance management tools on your schedule, with connectivity to our training solutions. With the Conversations feature, you can organize and track employee feedback surrounding goals, career development, training, 1-on-1's, and more, providing you a holistic view of employees when it's time for performance reviews. Document management provides a centralized and secure file repository for company forms, policies, and references, as well as employee documents and certifications.

**Labor Distribution and Job Costing:** Create labor assignments or project descriptions to your specifications, and view your segmented data in reports or download to your accounting software.

**Custom Analytics and Reports:** Create reports and visualizations that meet the unique demands of your business.

**Retirement Plan Administration:** Design and implement a 401(k) plan, today's most popular way for individuals to invest in their retirement future.

**Time and Attendance Tracking:** Reduce labor costs by collecting time more accurately and eliminating paper time sheets.

**Time-Off Accrual (TOA) Reporting:** Track and access reports on employee paid time off, such as vacation, personal, and sick time. Provide up-to-date balance information on employees' earnings statements.

**Paychex Learning Enhanced:** Increase employee engagement with access to our learning management system (LMS). In addition to everything included with Paychex Learning Essentials, you'll be able to create your own trainings and upload previously created trainings.

**Additional Paychex Digital Marketing Services:** Optional services include reputation and review management, customer engagement, social engagement, local directory listings management, and website and online presence design.†

† Paychex Digital Marketing Services Powered by FreshLime™

Every two weeks, Paychex pays  
**1 in 12 workers** in the U.S.<sup>1</sup>

<sup>1</sup> Non-farm, private sector workers



# What we'll do for you

## Every Pay Period

- Payroll checks and earnings statements.
- Payroll journals, department summaries, cash requirements and deposits reports, new-hire/rehire reports, client time sheets.
- Employee payment options: direct deposit to a bank account or paycard, paper checks, check signing, or check insertion.
- New-hire reporting that meets federal and state compliance requirements.
- Electronic access to payroll reports, including up to four years of information through Flex or by request, replacement W-2s, 1099s, and more.
- Analytics and reporting with over 160 reports and the ability to set custom parameters.
- Website for information on HR news and issues in the workplace plus personnel forms.
- Online access and mobile apps for a smartphone or tablet.

---

## Each Deposit Period

We automatically deposit withheld tax liabilities on your behalf, including:

- FICA, federal income tax and FUTA.
- State income tax, SUI, disability, and local payroll taxes (if applicable).
- For your files, a record of all deposits made.

## On a Quarterly Basis

We automatically prepare, file, and supply:

- Federal and state payroll tax returns.
- Local tax returns where applicable.
- Copies of all filings for your records.
- Detailed employee earnings records, custom date range capability.

## Once a Year

We automatically prepare, file, and supply:

- Employer federal and state W-2s with Form W-3 recap.
- Form 940 Federal Unemployment Tax Return.
- Employee W-2s and 1099s in sealed envelopes.
- Copies of all filings for your records.



## How a company is structured can tell you a lot about how they treat their clients

Paychex is a national company with an organization built entirely around the personal relationships we share with businesspeople like you. When you work with us, you'll get to know our specialists by name. And as they earn your trust, you'll come to rely on their payroll experience. It's the way business should work, and it's demonstrated in the over a half million one-to-one relationships Paychex maintains across the country.

### Here's what happens when you decide to become a Paychex client.

- 1 Sales Representative**  
Coordinates your interactions with Paychex personnel.
- 2 Implementation Specialist**  
Assigned specialist responsible for your onboarding experience and YTD balancing.
- 3 Payroll Specialist**  
Dedicated single point of contact to assist with your payroll and tax needs.
- 4 Paychex Flex® Dedicated Service Center**  
Tenured service specialists who are available to take your call 24/7.

# Proposal for Services

## Company Information

Company Name Marin Local Agency Formation Commission

Email Address jfried@marinlafco.org

Contact Jason Fried

CPA Name Unknown

Title Executive Officer

Payroll Frequency Bi-weekly

Phone No. 415-448-5877

No. of Employees 3

## Processing Fee

\$ 40.78

Payroll Processing	<i>Included</i>
Taxpay	<i>Included</i>
Employee Pay Options	<i>Included</i>
Analytics and Reports	<i>Included</i>
Employee Self Service	<i>Included</i>
New-Hire Reporting	<i>Included</i>
General Ledger Report	<i>Included</i>
Labor Poster Kit	<i>Included</i>
Retirement Plan Summary Report	<i>Included</i>
Online HR Library	<i>Included</i>
Automated Vendor Payments	<i>Included</i>
Financial Wellness	<i>Included</i>
Tax Credit Service	<i>Included</i>
HR Analytics and Calendar	<i>Included</i>
Paychex Learning Essentials	<i>Included</i>
\$1,000 in Digital Marketing Services Prepaid by Paychex	<i>Included</i>
Indeed	<i>Included</i>
Employment and Income Verification Services	<i>Included</i>

## Delivery Method online

(online, courier, pickup, or mail)

\$ 0.00

## Estimated Per-Pay-Period Total

\$40.78+\$5(TOA)=\$45.78

TOA=Time off Accrual mandated by CA

## Implementation Fee

(One-time) \$ 200

## Annual Fee \$ 1390.28

Employee Form W-2/Form 1099

(\$ 75 Base + \$ 6.75/ employee)

Additional costs may apply

Proposal Presented on 9/11/2020

Valid for 30 days

Sales Representative Katie Williams

**PAYCHEX**<sup>®</sup>  
Payroll | Benefits | HR | Insurance

paychex.com

# Paychex Service Agreement

Company Name \_\_\_\_\_

Federal ID Number \_\_\_\_\_

Services Selected by Company: See Part A – Product Selection Page

This Paychex Service Agreement (the "Agreement") is entered into between Paychex, Inc. and its affiliates ("Paychex"), located in Rochester, New York and the Company identified above and each Company identified in Part D ("Client") pursuant to the terms and conditions of this Agreement. Paychex and Client may collectively be referred to as the "Parties" or individually as a "Party." The effective date of the Agreement will be the date that Paychex receives the signed Agreement from Client ("Effective Date"). The Agreement will continue until terminated in accordance with its provisions. This Agreement shall be made up of this signature page and Part A (Services), Part B (General Terms and Conditions), Part C (Product Terms and Conditions), and Part D (Companies Entering Into Agreement), and shall be one Agreement regardless of the revision date of each Part. If one or more additional Companies related to Client will be entering into an Agreement with Paychex, the Companies entering into the Agreement are listed in Part D. Each Company listed in Part D will be deemed to be entering into a separate Agreement with Paychex for the Services identified in Part A.

- 1. Paychex Services.** Client engages Paychex to provide the service(s) selected by Client(s) in Part A of this Agreement ("Service(s)"). Paychex will not be obligated to, nor will Paychex commence any individual Service until Paychex receives all documents and/or information necessary to begin each individual Service and notifies Client of the date Paychex will commence each of the Services ("Service Effective Date"). Client acknowledges that each of the Services may have a separate Service Effective Date. **Until the Service Effective Date, Client will continue to provide for itself the Services requested of Paychex. Paychex assumes no responsibility for Services prior to the Service Effective Date or for Services declined by Client.**
2. Client agrees that Paychex is not rendering legal, tax, accounting, or investment advice in connection with the Services, nor is Paychex a fiduciary of Client, a fiduciary of any Client benefit plan offered for the benefit of Client's Employees, or the employer or joint employer of Client's Employees. Paychex will not be responsible for Client's compliance with, nor will Paychex provide legal or other financial advice to Client with respect to federal, state, or local statutes, regulations, or ordinances, including, but not limited to, the Fair Labor Standards Act or any wage and hour laws. Client agrees to comply with any and all applicable federal, state, local and international laws, regulations or ordinances ("Laws"), and Client is solely responsible for retaining all copies of any documents received from Paychex or provided to Paychex as required by applicable Laws.
3. Client understands that this Agreement may be considered an application for credit and hereby authorizes Paychex to investigate and verify the identity, bank account and credit of Client and/or its principals, including vendor references, bank account status, and history (collectively "Client's Credit"). Paychex' performance of the Services under this Agreement is subject to approval of Client's Credit. Client acknowledges that Paychex may engage a third party to investigate Client's Credit and authorizes Paychex to share with the third party any Client data, including Client Confidential Information, as may be needed to investigate Client's Credit. Client further agrees that Paychex is not liable for the actions or inactions of such third party, including but not limited to any unauthorized use or disclosure of Client data.

The individual signing this Agreement represents and acknowledges that he or she has the authority to (i) execute this Agreement on behalf of the Client identified above and each Client identified in Part D, if applicable, and (ii) bind each identified Client to this Agreement. Client warrants that it possesses full power and authority to enter into this Agreement and each part, and has read and agrees to the terms and conditions set forth in this Agreement and each referenced Part to this Agreement. Client acknowledges that it has received each referenced Part to this Agreement and has reviewed the Services selected in Part A. The parties agree that Client's signature on this Agreement may be transmitted to Paychex electronically or by facsimile. The Parties further agree that such signature will have the same force and effect as if the original signature had been provided and received.

Authorized Officer/Representative Name \_\_\_\_\_ Title \_\_\_\_\_  
Print

Authorized Officer/Representative Signature \_\_\_\_\_ Date \_\_\_\_\_

## Part A – Paychex Service Agreement

### Services Selected

**Paychex Flex Select Services.** Client engages Paychex to provide the included Service(s), in addition to any optional Service(s) selected by Client, as indicated below. Paychex will not be obligated to, nor will Paychex commence any individual Service until the Service Effective Date. The Services are described alphabetically in Part C of this Agreement.

People	Money	Productivity
<b>Included Services:</b>	<b>Included Services:</b>	<b>Included Services:</b>
<ul style="list-style-type: none"> <li>• Tax Credit Service</li> <li>• Employee Access Online (EAO)</li> <li>• Paychex Learning Essentials</li> <li>• HR Library</li> <li>• Labor Posters</li> <li>• Financial Wellness Service</li> <li>• Employment and Income Verification Service<sup>(2)</sup></li> </ul>	<ul style="list-style-type: none"> <li>• Payroll Processing</li> <li>• Taxpay®</li> <li>• Direct Deposit</li> <li>• Readychex® -OR- Check Signing</li> <li>• Check Insertion</li> <li>• Check Logo Service</li> <li>• W-2 Service</li> </ul>	<ul style="list-style-type: none"> <li>• Paychex Analytics and Reports Center (Report Center)</li> <li>• New Hire Reporting</li> </ul>
<b>Optional Services:</b>	<b>Optional Services:</b>	<b>Optional Services:</b>
<input type="checkbox"/> Paychex Flex® Hiring <input type="checkbox"/> Paychex Employee Screening Services <input type="checkbox"/> Paychex Employee Screening Essentials <input type="checkbox"/> Paychex Flex® Onboarding  <input type="checkbox"/> Paychex Flex® HR Administration <input type="checkbox"/> Paychex Learning Enhanced** <input type="checkbox"/> Paychex Flex® Benefits Administration Essentials <input type="checkbox"/> COBRA Administration Service <input type="checkbox"/> Premium Only Plan (POP)	<input type="checkbox"/> ExpenseWire® <input type="checkbox"/> Garnishment Payment Service <input type="checkbox"/> State Unemployment Insurance Service (SUIS) <input type="checkbox"/> Workers' Compensation Payment Service* <sup>(1)</sup> <input type="checkbox"/> Workers' Compensation Report Service <input type="checkbox"/> Pay-on-Demand	<input type="checkbox"/> Paychex Flex® Time <input type="checkbox"/> Paychex Flex® Time Essentials (subject to availability) <input type="checkbox"/> Time Off Accrual Service (TOA) <input type="checkbox"/> Advanced Custom Interface <input type="checkbox"/> General Ledger Custom Interface (subject to availability) <input type="checkbox"/> Paychex Integrations Report Center – Additional Reports  <input type="checkbox"/> Labor Distribution <input type="checkbox"/> Job Costing <input type="checkbox"/> Report Writer <input type="checkbox"/> Data Exports <input type="checkbox"/> General Ledger Service

(\*) Some services require the execution of a separate agreement.

(\*\*) Replaces Essentials service, if selected.

(1) If Client selects Workers' Compensation Payment Service, but either terminates or elects not to receive the Service, Client is solely responsible for contacting Paychex to begin receiving the Workers' Compensation Report Service.

(2) To opt out of this Service, visit [payx.me/work-number](http://payx.me/work-number).

### Declined Services

Client declines the Services checked below. Client is solely responsible for performing the declined Services.

Check here to DECLINE  
**Taxpay®**

Check here to DECLINE  
**Direct Deposit**

Check here to DECLINE  
**Tax Credit Service**

Check here to DECLINE  
**Financial Wellness Service**

**Part B – Paychex Service Agreement  
General Terms and Conditions**

1. **Term.** The term of the Agreement will begin on the Effective Date and will continue until terminated by the Parties as set forth below.
2. **Client Information and Contacts.**
  - 2.1 **Client Information.** Client will timely and accurately execute and/or provide all documentation, data, information and directives that Paychex requires to perform the Services under the Agreement including, where necessary, taking all corporate action ("Client Information"). Client acknowledges that Client is responsible for any delayed remittance of Reimbursement Amounts to the intended recipient, any additional processing Fees, and any delay in performance of Services incurred as a result of its failure to submit Client Information. Client acknowledges that Paychex may be required to obtain documents or information necessary to verify the identity of Client pursuant to applicable federal and/or state statutes or regulations. Paychex will provide the Services based on Client Information which shall be considered authentic, accurate, and complete. Paychex is entitled to rely on Client Information and shall not be obligated to independently verify such information or obtain any additional authorization from Client to act on Client Information. Paychex will not be responsible for errors that result from Paychex' reliance on Client Information.
  - 2.2 **Client Contacts.** Client will designate authorized contact(s) who will submit Client Information to Paychex. Client is responsible for the accuracy of any Client Information submitted by authorized contacts and/or Client. Client acknowledges that it is solely responsible for designating all authorized contacts, establishing the level or type of access granted to each contact for each Service, and keeping all contacts and access levels current at all times. Client acknowledges that it is solely responsible for any damages, costs, expenses, or additional Fees that may be incurred as a result of its failure to provide updated contact information.
3. **Review Reports and Data.** Client will review all reports, documents, and data provided, made available, or accessible by Client on Client's account, and Client will inform Paychex of any inaccuracies within three (3) business days of receipt or availability.
4. **Fees and Reimbursement Amounts.** Client agrees to pay fees for all Paychex and third party Services selected by Client ("Fees") and remit funds to Paychex representing the amount due to pay or reimburse Paychex for any amount remitted by Paychex on behalf of Client ("Reimbursement Amounts") (collectively "Amounts Due") through an Electronic Fund Transfer ("EFT") or such other method as required by Paychex when due. Client agrees to provide Paychex with all information necessary to confirm receipt of the payment prior to the due date ("Funding Deadline"). Reimbursement Amounts include all amounts due to pay Client's Workers, remit taxes, pay garnishments, or otherwise fund Client's payment obligations for Services provided pursuant to this Agreement. Fees may include administration fees, per participant fees, fees per Client employee ("Employee") or Client independent contractor ("Independent Contractor") (Employee and Independent Contractor are referred to collectively as "Worker"), set-up fees, minimum monthly fees, insufficient fund fees, late fees, premium processing fees, termination or transfer fees and any additional fees as described in Part C to this Agreement. Except as otherwise set forth herein, Paychex's Fees are subject to change upon thirty (30) days written notification to Client. Paychex may, in its sole discretion, require a security deposit from Client.
  - 4.1 **Electronic Funds Transfer.**
    - 4.1.1 If Paychex requires payment of Amounts Due through an EFT, Client (i) will designate a bank account for the EFT of Amounts Due; (ii) will execute all documentation needed by Paychex to originate EFT transactions and to verify availability of funds in Client's bank account; (iii) agrees that the funds representing the Amounts Due will be on deposit in Client's bank account in collectible form and in sufficient amount on or before the Funding Deadline; and (iv) authorizes Paychex to collect all Amounts Due from Client's bank account on the Funding Deadline.
    - 4.1.2 Client's submission of Client Information to Paychex constitutes Client's authorization for Paychex to create and transmit the EFT credit or debit entries ("Entry" or "Entries") contained therein.
    - 4.1.3 All EFTs are performed in compliance with the National Automated Clearing House Association operating rules ("NACHA"), which can be viewed at [NACHAOperatingrulesonline.org](http://NACHAOperatingrulesonline.org). Client (i) authorizes Paychex to send Entries on behalf of Client to receivers and assumes the responsibilities of an originator of EFTs, if applicable; (ii) affirms that it obtained valid authorization of Entries from receivers; (iii) agrees to follow NACHA, as they are amended from time-to-time; (iv) will not originate any EFT that violates any law; (v) agrees that Entries are limited to Prearranged Payment and Deposit (PPD), Corporate Credit or Debit (CCD, CTX), International ACH (IAT) or others required for Services; and (vi) agrees that Paychex or originating banks have the right to audit Client's compliance with NACHA. Client further acknowledges and understands that Paychex may (i) identify Client to banks involved in the EFT and (ii) terminate or suspend the Agreement for breach of NACHA or this section. Client further agrees that it will notify Paychex, pursuant to applicable NACHA and federal regulations, if funding for Client's payroll is received from a foreign financial agency and of any Workers with non-U.S. addresses.
    - 4.1.4 Paychex may reject any Entry that does not comply with the requirements of this Agreement or NACHA or with respect to which Client's account does not contain sufficient available funds to pay for the Entry. Paychex will have no liability to Client by reason of the rejection of any Entry or Entries.
    - 4.1.5 Client will have no right to cancel, amend, or reverse an Entry received by Paychex after it has been submitted. In its own discretion, Paychex may use reasonable efforts to act on a request but will have no liability if the cancellation, amendment or reversal is not successful. Client agrees to reimburse Paychex for any expenses, losses or damages Paychex may incur in attempting to cancel, amend or reverse an Entry.



- 4.2 Payment by Wire Transfer or Other Method.** For payments of Amounts Due by wire transfer or other method, Client agrees to provide Paychex with all information necessary to confirm receipt of the payment prior to the Funding Deadline.
- 4.3 Insufficient or Non-Confirmed Funds.** If sufficient funds are not available on the Funding Deadline, Paychex may take such action to collect Amounts Due including, but not limited to, reissuance of an EFT and assessing insufficient fund Fees. **Client acknowledges that Client is responsible for any delay in remittance of Reimbursement Amounts if Paychex is unable to confirm receipt of funds prior to the Funding Deadline.**
- 4.4 No Right to Interest.** Client waives any right to interest that may accrue on any amounts, including, but not limited to, Reimbursement Amounts, Fees, and security deposits received by Paychex.
- 4.5 Refund/Adjustment/Overpayment.** Paychex will not process any refunds, adjustments or overpayments until Paychex receives verification that all outstanding fees, payments, and balances due to Paychex have been paid. Client agrees that Paychex may apply any balances it is holding for Client to Amounts Due owed to Paychex or its affiliates. If Paychex remits an overpayment of Reimbursement Amounts on behalf of Client, Client agrees that it will reimburse Paychex for the overpayment the sooner of five (5) days of (i) Client receiving a return of the overpayment; or (ii) Client being notified that the overpayment amount would be applicable to future or other liability of Client; or (iii) the Agreement being terminated by either Party.
- 5. Software.** If Client selects a Service that requires either the receipt of or access to Paychex or third-party software, Client agrees to the following terms and conditions.
- 5.1 Software Licenses.** Client has received, or may receive, certain computer software relating to Services selected by Client. Paychex grants Client a limited, non-transferable, non-exclusive license in all such software. Client agrees that if it does not accept all of the terms and conditions of any and all Paychex software, and/or third-party software, and any and all applicable license agreements provided to Client now or in the future, Paychex will not be obligated to perform Services dependent upon the software.
- 5.2 Right to Access Proprietary Software.** Client has received, or may receive, a limited, non-transferable, non-exclusive right to access and use Paychex proprietary hosted software products via a web browser. Paychex will host and retain physical control over the software and make such computer programs and code available only through the internet for access, use, and operation through a web browser. No provision under this Agreement shall obligate Paychex to deliver or otherwise make available any copies of computer programs or code from the software. Client is responsible for obtaining and maintaining all computer hardware, software, and communications equipment needed to access the software, and for paying all third-party charges (e.g. kiosk, Internet service provider, or telecommunications charges) incurred while accessing the software.
- 5.3 Confidentiality of Software.** Client acknowledges that the software received or accessed as part of Client's Services contains valuable trade secrets and confidential information owned by Paychex or third parties ("Confidential Information"). Client agrees that Client, its Workers and its agents will not, directly or indirectly: (i) sell, lease, assign, sublicense, or otherwise transfer; (ii) duplicate, reproduce, or copy; (iii) disclose, divulge, or otherwise make available to any third party; (iv) use, except as authorized by this Agreement; or (v) decompile, disassemble, or otherwise analyze for reverse engineering purposes the software received or accessed. Client will take appropriate action with Client's Workers and agents to satisfy its obligations under this Agreement with respect to the use, protection, and security of software. Client will notify Paychex immediately of any unauthorized use or disclosure of Confidential Information and will cooperate in remedying such unauthorized use or disclosure.
- 5.4 Intellectual Property Rights.** Paychex owns all rights, title, and interest, including, but not limited to, copyright, patent, trade secret, and all other intellectual property rights, in the software Client receives or accesses for Services. If Client is ever held or deemed to be the owner of any copyright rights in the software or any changes, modifications, or corrections to the software, Client hereby irrevocably assigns to Paychex all such rights, title, and interest. Client agrees to execute all documents necessary to implement and confirm the letter and intent of this section.
- 6. Client Default.** In the event of a Client default, Paychex may, at its sole option, terminate the Agreement, or a portion thereof, without notice and declare any or all Amounts Due immediately due and payable. Client agrees to promptly reimburse Paychex for all past due Amounts Due, including advances or overpayments, made by Paychex and to pay interest on the advances at the rate of one and one-half percent (1½%) per month, or the maximum allowable by applicable law, until paid. Client agrees that Paychex may initiate an EFT to Client's bank account for any past due Amounts Due. Client will be responsible for the costs of collection of Amounts Due including, but not limited to, attorneys' fees and court costs. Paychex may, in its sole discretion, commence an action within the County of Monroe, State of New York, or in any other court of competent jurisdiction for any monies due and owing from Client to Paychex.
- 7. Limit of Liability.** Paychex' sole liability and Client's sole remedy for Paychex' breach of the Agreement will be (i) for Paychex to remit to the appropriate payee the funds received from Client; and/or (ii) for Paychex to reimburse Client or its Workers for any interest or penalties assessed by taxing authorities as a direct result of Paychex' breach of the Agreement. Paychex can only be held liable for breach of the Agreement and will not be held liable for (i) any negligent act or omission by Paychex; (ii) the acts of any other person or entity, including, but not limited to, Client and its Workers or agents, or any person or entity that provides services in connection with or as a result of Paychex' performance of its obligations under the Agreement; (iii) any loss, claim, or expense arising from any information provided or modified by Client; (iv) Client's breach of NACHA. **Paychex will, under no circumstances, be liable for any special, indirect, incidental, consequential, or punitive damages, including lost profits incurred by Client pursuant to this Agreement or by the transactions contemplated by it, however caused, on any theory of liability (including contract, tort, or warranty), or as a result of Paychex' exercise of its rights under the Agreement, even if Paychex has been advised of the possibility of such damages.**

8. **Indemnification.** Client will indemnify, defend, and hold Paychex and its affiliates, respective officers, directors, and employees harmless from any and all claims, costs, attorneys' fees (including in-house counsel fees), and expenses resulting from or arising in connection with (i) a Client default; (ii) the use, misuse, reproduction, modification, or unauthorized distribution of Software; (iii) Client's breach of NACHA; (iv) Client's breach of any warranty set forth in the Agreement; and (v) any claims that any symbol, logo, or mark uploaded by Client or Client's agents, or printed on Client's handbooks or checks, infringes the intellectual property rights of any third party.
9. **Client Online Account.** If Client and/or Client's Worker's access or connect to Services online or through any mobile or other electronic devices ("Online Account"), Client is solely responsible for (i) designating who is authorized to have access to the Online Account ("Authorized User(s)"); (ii) safeguarding all passwords, usernames, logins or other security features used to access the Online Account ("Online Account Access"); (iii) use of Online Account under any usernames, logins or passwords; (iv) ensuring that use of the Online Account complies fully with the provisions of this Agreement; and (v) any unauthorized access, or use, of the Online Account caused by Authorized Users' actions or inactions, including, without limitation, its failure to safeguard Online Account or Online Account Access. Client agrees to immediately notify Paychex of any actual or suspected unauthorized use of Online Account, and acknowledges that Client is solely responsible for damages resulting from Client's failure to timely notify Paychex. Paychex reserves the right to limit, suspend, or terminate Client's and/or Authorized User(s)' access to Online Account should Paychex have reason to believe that the security or confidentiality of Online Account or Online Account Access has been compromised. Client acknowledges that Authorized Users select the security level for Online Account Access and Client is solely responsible for these selections. Client further acknowledges that it has reviewed all of the security levels and has determined the level or levels for its Authorized Users that is commercially reasonable for providing security against unauthorized access and meets Client's requirements given the size, type and frequency of the Services it will receive from Paychex. Client is solely responsible for implementation of an information security program appropriate to safeguard the Online Account or Online Account Access and which is consistent with all applicable Laws; safeguarding Online Account and Online Account Access for any third-party services integrated into the Services; maintenance and routine review of computing and electronic system usage records (i.e. log files); and the security of its own data, data storage, computing device(s), other electronic systems, and network connectivity. Client acknowledges and agrees that Paychex is not liable to Client, Client's Workers or any other third-party for any consequences, losses, or damages resulting from unauthorized access or use of the Online Account as set forth in this section. Client further agrees that Paychex may access Client's Online Account to assist in configuration, provide ongoing support, and perform administrative functions necessary to provide the Services.
10. **Client Confidential Information.**
- 10.1 "Client Confidential Information" means all information disclosed or otherwise made available by Client to Paychex that is marked confidential or is of the nature that a reasonable person would identify it as being confidential, including, without limitation the name, social security number, date of birth, address, financial and/or bank account information, and/or wage information of Client and Client's Workers provided to Paychex by Client. Paychex agrees that it shall implement and maintain a comprehensive information security program which contains administrative, technical, and physical safeguards that are deemed reasonable and necessary to protect Client Confidential Information from unauthorized access or acquisition. Paychex may disclose Client Confidential Information to its employees, affiliates, subsidiaries, agents, and contractors to (i) perform or offer Services; (ii) offer additional products or services to Client, and to Client Employees if Client selects the Financial Wellness Service; (iii) integrate third-party services into the Services; (iv) perform analysis to determine Client's qualification to receive services; and (v) collect Amounts Due and may disclose Client's payment experiences with Paychex to credit reporting agencies and supply vendor references on Client's behalf. Paychex may also disclose Client Confidential Information (i) to its attorneys, accountants, insurers, and auditors; and (ii) pursuant to any applicable Laws, court order, legal process, or governmental investigation. In the event of any compromise or security breach resulting in the disclosure or possible disclosure of Client Confidential Information, Paychex will notify Client as legally required of such compromise or breach.
- 10.2 The obligations set forth in this section 10 will not apply to any Client Confidential Information that (i) Client has agreed is free of any nondisclosure obligations; (ii) at the time of disclosure was free of any nondisclosure obligations; (iii) is independently developed by Paychex or that Paychex lawfully received, free of any nondisclosure obligations, from a third party having the right to furnish such Client Confidential Information; (iv) is or becomes available to the public without any breach of this Agreement or unauthorized disclosure; or (v) is already in the possession of the requesting Party.
11. **Termination.** Except as otherwise provided, either Party may terminate the Agreement between Paychex and Client upon thirty (30) days prior written notice. This notice requirement may be waived, in writing, by the Party entitled to such notice. Paychex may immediately terminate the Agreement or portion of the Agreement, if: (i) Client becomes subject to receivership, bankruptcy, or is insolvent; (ii) Paychex, in its sole discretion, determines that a material adverse change has occurred to Client; (iii) Client fails to have sufficient funds on the Funding Deadline, or (iv) Paychex determines, in its sole discretion, that any Laws, regulatory action, or judicial decision adversely affects its interests under the Agreement. Termination of the Agreement will not relieve Client of any obligations set forth in this Agreement, including, but not limited to, its payment obligations. Client acknowledges that it is required to terminate the Agreement for each Client listed in Part D individually, and that termination of the Agreement between Paychex and any one Client shall not act to terminate the Agreement between Paychex and any other Client identified in Part D, unless notice is provided as set forth herein. If a Service selected by Client is provided by a third-party vendor pursuant to a separate agreement, and the separate agreement is terminated for any reason, Paychex may immediately terminate such Service.
12. **Third-Party Services.** Client can choose to integrate or use third-party services with the Services or Client may select Services that are wholly or partially provided by a third-party vendor of Paychex ("Third-Party Services"). Client's use of any Third-Party Services may be limited or governed by additional third-party terms and conditions. Client authorizes Paychex to share any Client data, including Client Information and Client Confidential Information, needed for a third-party to provide Third-Party Services.

Client acknowledges that such services are not provided by Paychex and Client agrees to hold harmless and release Paychex from liability relating to Client's use of such services with the Services.

13. **Governing Law and Arbitration.** The Agreement and all aspects of the relationship between Paychex and Client shall be governed exclusively by the laws of the State of New York, to the extent not preempted by ERISA, without regard to, or application of, its conflict of laws, rules, and principles, except for the arbitration agreement contained herein which shall be governed exclusively by the Federal Arbitration Act, 9 U.S.C. section 1 et seq. (the "FAA"). **Except as provided herein, any dispute arising out of, or in connection with, the Agreement will be determined only by binding arbitration in Rochester, New York, in accordance with the commercial rules of the American Arbitration Association.** Arbitrable disputes include, without limitation, disputes about the formation, interpretation, applicability, or enforceability of this Agreement. A separate neutral arbitrator must be selected and appointed for each dispute. Any dispute arising out of, or in connection with, the Agreement will be brought within two (2) years of when the claim accrued. The arbitrator will not be authorized to award exemplary or punitive damages, or any damages excluded in the Limit of Liability provision. The Parties agree that the prevailing Party in arbitration, and any subsequent judicial proceeding to enforce an arbitration award, will be awarded costs and attorneys' fees (including in-house counsel fees) and that an arbitration award may be entered as a judgment in any court having jurisdiction over either Party to the Agreement. The Parties will not be permitted to bring, or participate in, and the arbitrator will not have any authority or jurisdiction to hear or decide, any claims brought as any type of purported class action, coordinated action, aggregated action, or similar action or proceeding. Each Party must only bring claims against each other in their individual capacity.
14. **Miscellaneous.**
  - 14.1 **Telephone Consumer Protection Act (TCPA) Consent.** By signing this Agreement, Client consents to Paychex contacting it using an automatic dialing system or prerecorded messages at the telephone number(s) provided, including but not limited to contact regarding promotional offers or messages. Client agrees that it is the subscriber or customary user of the telephone number(s) provided, or that it obtained valid consent from the subscriber or customary user to receive such calls prior to the telephone number(s) being provided to Paychex. **Client understands that it is not required to provide consent as a condition of making any purchase, and that it may withdraw its consent at any time.**
  - 14.2 **Assignability.** The Agreement may not be assigned by Client to any third parties, other than successors, without the prior written consent of Paychex. Any assignment made without such consent will be null and void.
  - 14.3 **Notices.** Client shall provide all notices required under this Agreement to Paychex at an address supplied by Paychex. Except as otherwise provided, Paychex may provide notices required under this Agreement by email at the email address supplied by Client, by facsimile or by mail.
  - 14.4 **Entire Agreement.** Client acknowledges that there have been no representations or warranties made by Paychex or Client that are not set forth in the Agreement. The Agreement, along with any exhibits, addendums, schedules, amendments, terms of use and software license agreements contains the entire understanding of the Parties and supersedes all previous understandings and agreements between the Parties for the Services provided, whether oral or written, including, without limitation, any confidentiality or nondisclosure agreement(s) entered into by and between Client and Paychex prior to the date hereof.
  - 14.5 **Force Majeure.** Neither Party shall be responsible for any delay or failure to perform obligations specified in the Agreement due to causes beyond the Parties reasonable control, including, but not limited to, acts of God, war, terrorism, or acts of any governmental body.
  - 14.6 **Amendment.** Paychex may modify any term of the Agreement upon thirty (30) days written notice to Client of such change and the effective date thereof. Client will be deemed to have accepted and agreed to such changes unless Client elects to terminate the Agreement by written notice to Paychex prior to the effective date of the change and pursuant to the Termination provision(s). Client agrees that Paychex may provide notice of a modification of the Agreement by email to the email address provided by Client, mail at the mailing address provided by Client, or by notifying Client that the modification may be accessed on Client's Online Account as applicable. Paychex will provide a printed copy upon Client's request.
  - 14.7 **Waiver and Severability.** Failure to enforce a provision will not be deemed a waiver; waivers must be in writing signed by the Party claimed to have waived. If any provision of the Agreement or any portion thereof is held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remainder of the Agreement will not in any way be affected or impaired.
  - 14.8 **No Third-Party Beneficiaries.** Each Party intends that this Agreement shall not benefit, or create any right or cause of action in or on behalf of, any person or entity other than the Client or Paychex.
  - 14.9 **Surviving Sections.** The Sections titled Client Information and Contacts, Fees and Reimbursement Amounts, Software, Client Online Account, Client Default, Limit of Liability, Indemnification, Client Confidential Information, Third-Party Services, Governing Law and Arbitration, Notices, Entire Agreement, Severability, and No Third-Party Beneficiaries, will survive the termination of this Agreement.

## Part C – Paychex Service Agreement Human Capital Management Terms and Conditions

Product and service terms and conditions are listed alphabetically. Client will receive the product and/or service as set forth in Part A of the Agreement. Services marked with an asterisk will require a separate Agreement. Any descriptions for products and/or services listed below that the Client has not selected do not apply. In the event of a conflict between the terms and conditions set forth in Part B and Part C, the terms and conditions in Part C shall prevail.

**Advanced Custom Interface.** At Client's option, and subject to the Third-Party Services provision, Client may request an Advanced Custom Interface ("ACI") to export Client Information and/or Client Confidential Information from Paychex to Client and/or its designated agent or third-party. Client acknowledges that it is solely responsible for the accuracy of information provided to Paychex, including but not limited to all designated agent and/or third-party contact information, and for ensuring that the exported file is transmitted in accordance with Client's direction. Client agrees to pay a setup Fee and all applicable transmission Fees for each ACI created. Client is solely responsible for providing Paychex with file specifications for the requested ACI and Paychex shall solely determine whether it can provide the requested ACI.

**Business Filing Services.** Client will have access to certain online document filing services related to corporate formation from Paychex' authorized third party vendor ("Vendor") at no additional charge ("Business Filing Services" or "Service"). Subject to availability, the Business Filing Services may include one or more of the following: (i) assistance with filing corporate formation documents; (ii) obtaining certain state identification numbers required to file business tax returns; (iii) obtaining certain business licenses and/or permits, such as DBA (doing business as) filings for fictitious business names and/or city business licenses (if required); or (iv) obtaining a federal tax identification number. Client acknowledges that the Business Filing Service is performed solely by Vendor, and that Vendor is solely liable for the performance of the Business Filing Service. Client further acknowledges that Paychex reserves the right to change the Vendor providing the Service to Client, or discontinue providing access to the Service, at any time by providing thirty (30) days prior written notice to Client in a manner chosen by Paychex, including but not limited to electronic notice. Client will be eligible for the Business Filing Services so long as: (i) Client is a Client of Paychex; (ii) Client complies with the Agreement; (iii) Client agrees to and complies with any agreement Vendor shall require; and (iv) Client's agreement with Vendor is not terminated for any reason. Additional fees may apply for services provided by Vendor outside of the Business Filing Services or for state and/or federal fees associated with the filings, and Client acknowledges that such fees will be billed directly by Vendor.

**Check Insertion.** Paychex will insert Client's signed checks into individual Worker's envelopes that will be sealed and returned to Client.

**Check Logo Service.** Paychex will use Client's logo to create a computer-generated facsimile that will display on each of Client's payroll checks. Client warrants that Client is the owner of any logo it authorizes Paychex to use, has full right and authority to use it on its payroll checks, and that such use does not violate any other party's rights.

**Check Signing.** Paychex will use Client's signature to create a computer-generated facsimile that will display on each of Client's payroll checks each payday. Check Signing is not available if Client utilizes Readycheck.

**COBRA Administration Service.** Paychex will perform certain federal COBRA and state continuation administrative functions for medical, dental, vision, or prescription drug coverage plans ("Eligible Plans") on Client's behalf ("COBRA Administration"). Client acknowledges that Paychex is not the Plan Administrator, Plan Sponsor as defined by applicable law nor is Client retaining Paychex to act as a Plan fiduciary. Paychex shall not have any discretionary authority or responsibilities with respect to the administration of the Eligible Plans. The COBRA Administration Services will be provided only to Client Employees and qualified beneficiaries Client has identified to Paychex as having had a qualifying event under COBRA or applicable state continuation law. Client will notify Paychex when an Employee is (i) no longer on its payroll; (ii) terminated from coverage under the Eligible Plan; or (iii) receiving a reduced level of health care coverage under the Eligible Plan; and Client will identify Eligible Plans of the Employee to Paychex (collectively "Required Notifications"). Client is solely responsible for determining if a matter is a qualifying event. Paychex will assist Client in determining if a matter is a qualifying event once Client provides Paychex with the Required Notifications. Paychex will begin COBRA Administration on Client's behalf, if required. If the qualified beneficiary subsequently elects COBRA coverage, Client shall be solely responsible for submitting the premium for the qualified beneficiary directly to the Eligible Plan insurance carrier. The qualified beneficiary will pay the monthly premium plus a two percent (2%) administration Fee directly to Paychex and Paychex will reimburse Client the premium collected from the qualified beneficiary less the administrative Fee. Client specifically agrees that Paychex may retain the two percent (2%) administrative Fee... Paychex and its affiliates may receive balance credit, interest or other earnings (collectively "Earnings") based on the premiums received prior to remitting to Client. Client agrees that Paychex may retain such Earnings as additional compensation for its Services under this Agreement. In the absence of the Earnings, Client agrees that the other Fees paid to Paychex under this Agreement would be greater. In the event that Paychex receives an appeal of a denial of coverage from a potential beneficiary ("COBRA Appeal") (i) Paychex will provide Client with a copy of the COBRA Appeal; and (ii) Client agrees that it has sole responsibility to review and provide Paychex written direction on how to respond to the COBRA Appeal.

**Direct Deposit.** In accordance with the Agreement, Paychex will process direct deposits via Automated Clearing House (ACH) or real-time payment transactions via the RTP® network to pay Client's Workers. If the Funding Deadline is prior to the Client's check date, such amounts are to be held in an account established by Paychex until Client's check date, when funds will be deposited to Workers accounts as specified. Certain accounts may have restrictions on deposits and withdrawals. Client agrees and acknowledges that Paychex is not responsible for determining whether any account is suitable for direct deposit via ACH and/or the RTP network or for any delayed, late, or inaccurate payments caused by (i) unavailability of Client funds, (ii) errors made by Client, Worker and/or a third party acting on behalf of either Client or Worker, and/or (iii) Worker's financial institution. If a reversal and/or correction of a transaction is required or requested for any reason, Client understands and acknowledges that (i) the reversal and/or correction may not be successful, (ii) Paychex is not liable to Client for any damages Client and/or its Worker may incur, and (iii) it is solely responsible for obtaining any Worker authorization required to debit amounts associated

with reversals and/or corrections. Additional Fees may apply per transaction and/or per payroll for premium processing, same day ACH or real-time payment transactions.

**Employee Access Online (EAO).** Paychex will provide Client with a self-service, internet-based website ("EAO") that gives Client's Workers access to their payroll information. Client acknowledges that it has full control over the level of access granted to its Workers. Client agrees and acknowledges that EAO and its contents are not intended, and should not be construed, as providing legal or financial advice and that Paychex is not acting in a fiduciary capacity on behalf of Client or Client's Workers. Client is solely obligated to comply with any and all applicable Laws governing the distribution or retention of payroll check stubs. Client further acknowledges and agrees that it is responsible for the accuracy and incorporation of any changes made to Client's data by or on behalf of Client's Workers including advising Paychex of any changes in taxability that may result. Client authorizes Paychex to access Client's EAO to perform administrative functions as necessary to provide this service.

**Employee Assistance Program.** Paychex will, through a third party, provide counseling referrals, benefits awareness, critical incident stress debriefing facilitation and referrals, and legal referrals to Client's Employees.

**Employee Handbook Builder Service.** Paychex will provide Client with access to an internet-based online tool that enables Client to develop, customize, manage, and update its employee handbook. Additional Fees may apply for translation of Client's handbook into any language other than English as well as any other services provided to Client through the Employee Handbook Builder Service. Client is only eligible for the Employee Handbook Builder Service while Client remains a Client of Paychex. Upon termination of the Employee Handbook Builder Service or the Agreement, Client will no longer have access to its handbook online or any of the tools available for developing, customizing, managing or updating its handbook. Client may retain any handbook downloaded prior to termination.

- a. Client acknowledges that the Employee Handbook Builder Service is provided by a third-party vendor of Paychex, and is subject to the Third-Party Services and Online Account provisions. Client may be required to execute and/or comply with the third-party vendor's terms and conditions in order to receive or continue to receive the Employee Handbook Builder Service. Paychex makes no representations concerning third-party websites and is not responsible for the accuracy or content of, or the ability of Client to access such websites.
- b. Client agrees and acknowledges that, by offering the Employee Handbook Builder Service, Paychex is not intending to provide, and its actions should not be construed as providing, legal or financial advice and that Paychex is not acting in a fiduciary capacity on behalf of Client or Client's Employees. Client is solely responsible for ensuring that its handbook complies with all applicable federal, state, or local statutes or regulations at all times, including any updates or changes to any handbook policies. Client acknowledges that neither Paychex nor its third-party vendor will review the handbook created by Client for compliance or any other reason.
- c. To the fullest extent permitted by law, Client agrees that Paychex will not be liable for any content, products, and/or services provided by the third-party vendor. Notwithstanding any other provision of the Agreement, Client understands and acknowledges that the total liability of Paychex to Client and anyone claiming by or through the Client for any claims, losses, costs or damages, including attorneys' fees and costs, resulting from or in any way related to the Employee Handbook Builder Service shall not exceed the total amount of monthly Fees paid by Client for the Employee Handbook Builder Service during the twelve (12) months preceding the date the claim that gave rise to such liability accrued.

**Employer Shared Responsibility Services (ESR)\*.** Paychex will provide the ESR Services ("ESR Services") as set forth in the Paychex ESR Service Addendum. Client must execute the separate Paychex ESR Service Addendum in order to receive the ESR Services. Unless declined by Client, ESR Services include both the ESR Complete Analysis and Monitoring AND ESR End of Year Reporting as described in the Paychex ESR Service Agreement. Client must select a filing method for ESR End of Year Reporting on Paychex ESR Service Agreement. Electronic filing for Section 6056 is required for any employer filing 250 or more 1095-Cs. Client acknowledges and understands that to the extent that it is an entity that is treated as a single employer under IRS Code section 414(b), (c), (m), or (o) ("Controlled Group"), the parent entity of the Client's Controlled Group will receive ESR reporting containing information from the Client, if the parent company elects to receive the ESR Services.

**Employment and Income Verification Service.** As part of the services, at no additional cost to Client or Workers, Paychex, through its authorized third party vendor ("Vendor") will provide a Fair Credit Reporting Act employment and income verification service for Client's Workers who have authorized a third party to obtain employment and income verification from the Worker's employer ("Verification Service"). Client acknowledges that Vendor is solely liable for the services it provides, and that Paychex is not responsible for the acts or omissions of Vendor, including, without limitation, any acts or omissions related to the security or confidentiality of any Client Information on Vendor's systems and/or servers. Client may opt out of the Verification Service by visiting [payx.me/work-number](http://payx.me/work-number). Unless Client has opted out of the Verification Service, Client authorizes Paychex to transmit to Vendor Client Information and Client Confidential Information (collectively, "Information") sufficient for Vendor to identify the Workers who are eligible to receive the Verification Service. Client also authorizes Paychex to transmit employment and/or income verification Information to Vendor each time Client's Worker requests and authorizes the release of such information. Worker can opt out at any time directly with Vendor and, if a Worker opts out, employment and/or income verification Information pertaining to Worker will not be transmitted to Vendor. If a Worker disputes the accuracy of the data provided, Client agrees to provide reasonable assistance to Paychex to resolve the dispute. Client agrees and acknowledges that, by offering the Verification Service, Paychex is not intending to provide, and its actions should not be construed as providing, legal or financial advice and that Paychex is not acting in a fiduciary capacity on behalf of Client and/or Client's Workers. Nothing in this provision creates any rights under this Agreement to any Worker. There are no person(s) intended as third party beneficiaries of this Agreement; and no person or entity (other than Client or Paychex) will have any right to enforce any part of this Agreement.

**ExpenseWire®.** Paychex will provide Client with a hosted Workers' expense reimbursement system which allows Client to manage the reimbursement of Worker expenses. Paychex may utilize a third-party vendor to host the application. Client understands that reimbursements may be paid, at Client's election, via the following options: (i) through Client's payroll, (ii) separate from payroll, through an EFT in accordance with the Agreement, or (iii) through the Client's existing processes that are external to the ExpenseWire® application. Client data includes but is not limited to all documentation and information that Paychex requires to perform its responsibilities under the Agreement, including cardholder

data. Paychex acknowledges that it is responsible for the security of all cardholder data that it obtains or otherwise stores, possesses, or transmits on behalf of Client under the Agreement. Clients electing to reimburse through EFT, separate from payroll, acknowledge that there is an additional fee for each EFT. Client acknowledges that there is no reconciliation of reimbursement data between Preview®/Paychex Flex® and ExpenseWire®. Additional Fees may apply depending on service bundle selected by Client.

**Financial Wellness Service.** As part of the Services, at no additional cost to Client or Client Employees, Client authorizes Paychex to provide Employees with direct access to the Financial Wellness Service ("Service") provided by the Financial Wellness Vendor ("Vendor"). The Service provides Employees tools and education to assist Employees in addressing financial goals and access to installment loans and lines of credit. Client acknowledges that Vendor is solely liable for the services it provides and that Paychex is not responsible for the acts or omissions of Vendor, including, without limitation, any acts or omissions related to the security or confidentiality of any Information on Vendor's systems and/or servers. Client authorizes Paychex to transmit Client and Client Confidential Information ("Information") sufficient for Vendor to identify the Employees who are eligible to use the Service and, if an Employee uses the Service, transmit Information to Vendor so that Vendor may provide the requested Service. If Client opts out of, or terminates, the Service, Paychex shall not provide Employees access to the Service.

Paychex may change the Vendor providing the Service to Employees, or discontinue providing access to the Service, at any time by providing notice to Client in a manner chosen by Paychex, including but not limited to electronic notice. Paychex may receive compensation from Vendor for the Service provided or made available to Employees.

Client acknowledges that Vendor may limit the availability of the Service and require Employee to execute an agreement with Vendor. At their option, Employees may apply for an installment loan or line of credit (each a "Loan") and obtain a Loan from the bank selected by Vendor to provide the Loan ("Bank"). Employees shall apply for a Loan pursuant to the terms of a Loan Agreement between Bank and Employee and will be required to sign a revocable payroll direct deposit authorization form instructing Client and/or Paychex, as Client's payroll vendor, to deposit a portion of Employee's wages or compensation to Vendor in payment of the Loan ("Loan Payment"). Client authorizes Paychex to facilitate the Loan Payment to Vendor in the time and manner authorized by Employees, except to the extent Client and Paychex are otherwise prohibited from doing so by any requirement of law applicable to Client or Paychex. Nothing in this provision creates any rights under this Agreement to any Employee. There are no person(s) intended as third party beneficiaries of this Agreement; and no person or entity (other than Client or Paychex) will have any right to enforce any part of this Agreement.

Client consents to Vendor directly contacting Employees to provide information and marketing regarding the Service on Employee websites, and/or by mail, email or other form of communication. Client understands that contact information for its Employees will be obtained from Information. If an Employee elects not to be directly contacted by Vendor Employee must opt out directly with the Vendor.

**Garnishment Payment Service.** In accordance with the Agreement, Paychex will process EFT transactions, one banking day prior to Client's check date, for Client's Workers garnished wages based solely on Client Information provided by Client. Paychex will hold garnished wages in an account established by Paychex until such time as the amounts are due to the appropriate agencies. Client remains solely responsible for the correct calculation of the amount to garnish from its Workers' wages, accuracy and timeliness of all payments made and/or answers filed or served, and establishing priority among judgments. If a garnishment payment is voided after the payment is processed, Client acknowledges that it is solely responsible for seeking a refund from the overpaid agency. Client acknowledges and understands that Paychex does not provide legal advice regarding compliance with garnishment orders, and Client remains solely responsible for compliance with any and all applicable Laws.

**General Ledger Custom Interface.** For Clients using the General Ledger Service, with each payroll processed, Client's general ledger reports will be integrated with specific third-party accounting software packages and provided to Client. Client acknowledges that General Ledger Custom Interface is performed by a third-party vendor. General Ledger Custom Interface is only available if Client utilizes General Ledger Service.

**HR Library.** Paychex and/or its authorized third-party vendor will provide an internet-based library of human resource information, on a subscription basis ("Library"). The Library is for Client's internal use only. It is not intended as legal advice and Client is solely responsible for its use of, or reliance on, the information contained on the Library. Paychex cannot guarantee the accuracy of the information contained on the Library.

**Human Resource Services.** Paychex will provide human resource support that may include assistance with the prevention and resolution of human resource issues and management training. Paychex is not engaged in rendering legal advice. Client is ultimately responsible for compliance with all Laws and any citations, penalties, or costs associated with noncompliance. Client acknowledges that Paychex is not providing legal advice, and to the extent that legal advice is required, Client should consult with an attorney.

**Insurance Payment Service\*.** Paychex will perform health administrative services for Client as set forth in the Paychex Health and Benefits Services Agreement. Availability of the Insurance Payment Service is dependent on insurance carrier selection and/or carrier underwriting requirements. The Service does not include the sale of health insurance coverage and is not proof of coverage. Client is solely responsible for obtaining and maintaining any required coverage. Client must execute a separate Paychex Health and Benefits Services Agreement in order to receive the Insurance Payment Service.

**Labor Posters.** Paychex will provide one hardcopy state and federal labor poster to Client for each state in which Client pays Workers ("Posters") and hardcopy updates to the Posters as they occur. Paychex will also provide access to Posters for download by Client at no additional charge. Client will be solely responsible for (i) downloading the Posters and any updates (if Client elects not to receive hardcopy Posters) and; (ii) the timeliness of posting all Posters and Additional Posters, including any updates thereto. Client acknowledges that Additional Posters may be required for (i) specific industries; (ii) Clients who are federal contractors or pursuant to municipal ordinances; or (iii) for other reasons (collectively the "Additional Posters"). Client is solely responsible for obtaining any Additional Posters which are required by local, state, or



federal law and not found in the Posters provided by Paychex. Client is solely responsible for displaying all required Posters and Additional Posters as required by applicable law.

**New Hire Reporting.** Paychex will report all new/rehired Worker information that is mandated by federal and state regulations, with the exception of Puerto Rico. Client is required to provide accurate and complete information for each new/rehired Worker and Client acknowledges that failure to provide such information may result in delay in reporting.

**Paperless Payroll.** At Client's request, Paychex will suppress Client's Workers' direct deposit check stubs and/or Client's payroll reports from printing. The Paperless Payroll service requires that Client have Paychex Flex HR Administration (replacing Paychex HR Online) or Employee Access Online. Client acknowledges that each state has separate laws and regulations governing Client's obligation to distribute payroll check stubs to its Workers' and/or to retain copies of payroll check stubs or the information on the payroll check stubs. Paychex will not be responsible for Client's compliance with, nor will it provide legal or other financial advice to Client with respect to Laws governing the distribution or retention of payroll check stubs. Client is solely obligated to comply with any and all applicable Laws governing the distribution or retention of payroll check stubs.

**Paychex Integrations.** Paychex and/or a third-party vendor of Paychex will provide Client with the ability to connect and share payroll and payroll-related data between Paychex Flex and custom or third-party software and/or systems ("Paychex Integrations"). Client acknowledges that it is solely responsible for choosing which integrations to use, the accuracy of all information shared through the integration, and the incorporation of any changes made by or on behalf of Client or Client's Workers. Client further acknowledges that Paychex makes no representations concerning any third-party integration, regardless of whether it is offered as an existing integration or created under this Agreement, and that Paychex is not responsible for the accuracy, security or availability of the integration at any time. Client acknowledges that Paychex Integrations is subject to the Client Online Account and Third-Party Services provisions. Additional Fees may apply for certain integrations, created, offered and/or used as part of the Service.

**Pay-on-Demand Service.** As part of the Services, at no additional cost to Client, Paychex will provide Client's Workers with access to a membership program through its authorized third-party vendor ("Vendor") that allows eligible Workers to gain access to a portion of their earned but unpaid wages before a scheduled check date ("On Demand Wages"), plus other financial wellness services, for a membership fee ("Pay-on-Demand Service"). Client acknowledges that Vendor is solely liable for the services it provides, and that Paychex is not responsible for the acts or omissions of Vendor, including, without limitation, any acts or omissions related to the security or confidentiality of any Client Information on Vendor's systems and/or servers. Client authorizes Paychex to transmit to Vendor Client Information and Client Confidential Information (collectively, "Information") sufficient for Vendor to identify the Workers who may be eligible to receive the Pay-on-Demand Service. Client also authorizes Paychex to transmit additional Information to Vendor, as necessary, for Vendor to provide services to Worker for each Worker that has enrolled in the Vendor's service. If Client utilizes a Paychex time and attendance Service, Client also authorizes Paychex to transmit Information to Vendor from that Service. Client agrees and acknowledges that Paychex is not providing, and its actions should not be construed as providing, legal or financial advice and that Paychex is not acting in a fiduciary capacity on behalf of Client and/or Client's Workers in connection with the Pay-on-Demand Service. Client will be eligible for the Pay-on-Demand Service so long as (i) Client complies with the Agreement; (ii) Client agrees to and complies with any agreement Vendor shall require; and (iii) Client's agreement with Vendor is not terminated for any reason. Paychex reserves the right to modify and/or discontinue availability of the Pay-on-Demand Service and to make the Service available through different Vendors. Client acknowledges that Vendor may require Workers to execute agreements directly with Vendor and may limit the availability and/or scope of services provided in accordance with the terms and conditions of any separate agreement(s) and/or any applicable Laws. If a Worker elects to settle any On Demand Wages through future payroll deduction(s), Client authorizes Paychex to process the deduction(s) based on information received from Vendor on the Worker's next check date(s). Client acknowledges and understands that Paychex will not be responsible for verifying the deduction(s) with Client and/or Worker. Paychex may receive compensation from Vendor in connection with the Service.

**Paychex Analytics and Reports Center.** Paychex will provide Client with access to the Paychex Analytics and Reports Center (Report Center). The Report Center has various standard and custom reporting and data analysis tools available to Client for viewing, downloading, or exporting payroll and other Client data currently in Paychex Flex (collectively "Reports"). Not all Reports are included with each service bundle and additional fees may apply for certain Reports. Client may select additional Reports that are not included with their service bundle on Part A of this Agreement. Subject to availability, Reports may include, but are not limited to, Labor Distribution, Job Costing, General Ledger, On Demands, Data Exports, Live Reports, and Custom Analytics & Reports. Client agrees and acknowledges that Reports Center and its contents are not intended, and should not be construed, as providing legal or financial advice, and are for informational purposes only.

**Paychex Benefit Account Services\*.** Paychex will provide the available services set forth in the Paychex Benefit Account Services ("PBA Services") Agreement to Client. Client must execute the PBA Services Agreement to receive the PBA Services. PBA Services currently include Flexible Spending Account (FSA), Health Reimbursement Arrangement (HRA), and Health Savings Account (HSA) services. Client will be eligible to receive Health Reimbursement Arrangement (HRA) and Health Savings Account (HSA) services when the HRA and HSA services become available through the PBA Services Agreement to Paychex HR Solutions Clients. The Paychex Qualified Small Employer Health Reimbursement Arrangement ("QSEHRA") Service is not included. If Client wishes to receive the Paychex QSEHRA Service, additional fees will apply. Paychex HR Solutions Clients do not pay administrative and per participant monthly Fees or the setup Fee for the PBA Services while Client is a Paychex HR Solutions Client. In the event that the Paychex HR Solutions Service Agreement is terminated, Client shall be obligated to pay the then current PBA Service Fees to retain the PBA Services.

**Paychex Employee Screening Essentials.** Client acknowledges that the Paychex Employee Screening Essentials Service (the "Screening Essentials Service") is performed by a third-party vendor ("Vendor") of Paychex. Client acknowledges that it is solely responsible for compliance with all applicable Laws, including but not limited to the Fair Credit Reporting Act and applicable federal, state and local background check restrictions. Client will be eligible for such program so long as: (i) Client remains a Client of Paychex; (ii) Client complies with the Agreement;

(iii) Client agrees to and complies with any agreement Vendor shall require; and (iv) Client's Agreement with Vendor is not terminated for any reason. Fees for the Screening Essentials Service, if any, will be set forth in the fee schedule or its equivalent. Additional Fees may apply for additional individual screens not included in the annual allotment, fees levied by third party agencies to complete additional screens, or any other services provided to Client through the Screening Essentials Service.

**Paychex Employee Screening Services.** Client acknowledges that the Paychex Employee Screening Services (the "Screening Services") are performed by a third-party vendor ("Vendor") of Paychex. Client acknowledges that it is solely responsible for compliance with all applicable Laws, including but not limited to the Fair Credit Reporting Act and applicable federal, state and local background check restrictions. Client agrees to remit payment directly to Paychex. Client will be eligible for such program so long as: (i) Client remains a Client of Paychex; (ii) Client complies with the Agreement; (iii) Client agrees to and complies with any agreement Vendor shall require; and (iv) Client's agreement with Vendor is not terminated for any reason. Fees for the Employee Screening Services will be as set forth in the fee schedule or its equivalent and consist of a set-up fee, an inspection fee, and either a monthly subscription fee or monthly à la carte fee, and any insufficient fund and premium processing Fees, as applicable. Client agrees to pay for all screens ordered through the third-party vendor. If Client has a monthly subscription and the Screening Services are terminated prior to the completion of the subscription plan, Client agrees to pay the remaining amount due on the agreement with the third-party vendor, after a prorating of the screens ordered has been completed.

**Paychex Flex® Benefits Administration Essentials.** Paychex will provide Client access to an internet-based electronic system for group employee benefits enrollment and administration (the "Service").

- a. **Features and Paychex Responsibilities.** The following features constitute the Service in accordance with the employee benefit plan features as provided by Client: (i) online availability of Employee, spouse and dependent demographic information, as provided by the Client; (ii) Employee eligibility tracking; (iii) secure Employee access to the website for self-service; (iv) online benefit descriptions; and (v) online open enrollment, new hire enrollment and life event enrollment transactions. Paychex shall have the following additional responsibilities: (i) initial set up of the website including populating with Client Information; (ii) teleconference training of the primary user(s) of the Service identified by Client, and (iii) maintenance of an on-line help system. Paychex is not required, under the terms of the Agreement, to review Client's actions or those of Client's plan administrator(s), and Paychex will not incur any liability by taking or permitting any actions on the basis of any of Client's actions or those of Client's plan administrator(s) or for carrying out either Client's or Client's plan administrator's directions.
- b. **Submission of Client Information.** Client shall provide Paychex with initial data in accordance with Paychex's standard data import requirements, including all Employee and dependent demographic data and current enrollment elections. If data is not submitted in electronic format, initial client setup cannot be performed and Paychex shall not be obligated to perform the Services. Client shall also (i) provide all information necessary to assist in initial Client setup in accordance with the Paychex implementation schedule; (ii) assign a trained primary user(s) to perform administrative enrollment tasks and to resolve all data discrepancies to facilitate electronic data integration; (iii) approve all data changes prior to the next regularly scheduled data transmission; (iv) upon confirmation of an electronic connection, make all enrollment and demographic changes through the Service only, unless otherwise instructed; (v) make all updates to the system, including but not limited to all enrollment and demographic changes; and (vi) verify that all eligibility restrictions, effective date and premium calculations, and all other specific plan rules are in place and working correctly after initial implementation, and after any Client directed changes. Client authorizes Paychex to collect and store all enrollment and demographic data online on Client's behalf.
- c. **Accuracy of Client Information.** Paychex shall not have any obligation to verify or determine the accuracy, validity or completeness of information provided by Client or Client's plan administrator, including the hire and termination date of any of Client's Employees, and shall not be responsible for errors, delays or additional costs resulting from the receipt of inaccurate, invalid, incomplete or untimely information or information provided in an unacceptable format or media.
- d. **Termination.** Client is only eligible for the Service while Client remains a Client under the Agreement. Termination of the Agreement shall terminate the Service pursuant to this Section. If the Service is terminated, Client is entitled to all enrollment data and history collected by Paychex under the Agreement. Following termination of the Service, Paychex will provide Client with access to its data history for thirty (30) days via the reporting tool within its Paychex Flex Benefits Administration site.

**Paychex Flex® Hiring.** Paychex will provide Client with an internet-based recruiting and applicant tracking service to facilitate the recruiting, qualifying and tracking of applicants ("Hiring Service"). Additional Fees may apply for customized or additional modules as well as any other additional services selected by Client through the Hiring Service. Support is available by telephone, email and/or live chat Monday through Friday from 8:00 a.m. to 8:00 p.m. ET. Client agrees and acknowledges that Hiring Service and its contents are not intended, and should not be construed, as providing legal or financial advice and that Paychex is not acting in a fiduciary capacity on behalf of Client or Client's Workers or as an employer or joint employer of Client's Workers. Additional Fees may apply for certain Hiring Services as set forth on the order form, fee schedule or its equivalent. Client acknowledges that some Hiring Services may be provided by a third-party vendor of Paychex and authorizes Paychex to collect any Fees due on behalf of the vendor. The Hiring Service may provide links to third-party websites. Paychex makes no representations concerning third-party websites and is not responsible for the accuracy or content of, or the ability of Client to access, such websites. Client authorizes Paychex to access Client's Hiring Service account to perform administrative functions as necessary to provide the Hiring Service.

**Paychex Flex® HR Administration.** Paychex Flex HR Administration services (the "HR Administration Services"), is an internet-based human resource information system which provides Client with access to a dashboard of tools, data and insights that combine HR technology, analytics, self-service, and support. Not all solutions may be included with each service bundle and additional Fees may apply for certain solutions. Client agrees and acknowledges that, by offering HR Administration Services, Paychex is not intending to provide, and its actions should not be construed as providing legal or financial advice and that Paychex is not acting in a fiduciary capacity on behalf of Client and/or Client's Workers or as an employer or joint employer of Client's Workers. Client is solely responsible for its use of HR Administration Services and for compliance with all applicable Laws. Client acknowledges and agrees that Paychex will not review Client's use of HR Administration Services for efficacy,

**Part B – Paychex Service Agreement  
General Terms and Conditions**

1. **Term.** The term of the Agreement will begin on the Effective Date and will continue until terminated by the Parties as set forth below.
2. **Client Information and Contacts.**
  - 2.1 **Client Information.** Client will timely and accurately execute and/or provide all documentation, data, information and directives that Paychex requires to perform the Services under the Agreement including, where necessary, taking all corporate action ("Client Information"). Client acknowledges that Client is responsible for any delayed remittance of Reimbursement Amounts to the intended recipient, any additional processing Fees, and any delay in performance of Services incurred as a result of its failure to submit Client Information. Client acknowledges that Paychex may be required to obtain documents or information necessary to verify the identity of Client pursuant to applicable federal and/or state statutes or regulations. Paychex will provide the Services based on Client Information which shall be considered authentic, accurate, and complete. Paychex is entitled to rely on Client Information and shall not be obligated to independently verify such information or obtain any additional authorization from Client to act on Client Information. Paychex will not be responsible for errors that result from Paychex' reliance on Client Information.
  - 2.2 **Client Contacts.** Client will designate authorized contact(s) who will submit Client Information to Paychex. Client is responsible for the accuracy of any Client Information submitted by authorized contacts and/or Client. Client acknowledges that it is solely responsible for designating all authorized contacts, establishing the level or type of access granted to each contact for each Service, and keeping all contacts and access levels current at all times. Client acknowledges that it is solely responsible for any damages, costs, expenses, or additional Fees that may be incurred as a result of its failure to provide updated contact information.
3. **Review Reports and Data.** Client will review all reports, documents, and data provided, made available, or accessible by Client on Client's account, and Client will inform Paychex of any inaccuracies within three (3) business days of receipt or availability.
4. **Fees and Reimbursement Amounts.** Client agrees to pay fees for all Paychex and third party Services selected by Client ("Fees") and remit funds to Paychex representing the amount due to pay or reimburse Paychex for any amount remitted by Paychex on behalf of Client ("Reimbursement Amounts") (collectively "Amounts Due") through an Electronic Fund Transfer ("EFT") or such other method as required by Paychex when due. Client agrees to provide Paychex with all information necessary to confirm receipt of the payment prior to the due date ("Funding Deadline"). Reimbursement Amounts include all amounts due to pay Client's Workers, remit taxes, pay garnishments, or otherwise fund Client's payment obligations for Services provided pursuant to this Agreement. Fees may include administration fees, per participant fees, fees per Client employee ("Employee") or Client independent contractor ("Independent Contractor") (Employee and Independent Contractor are referred to collectively as "Worker"), set-up fees, minimum monthly fees, insufficient fund fees, late fees, premium processing fees, termination or transfer fees and any additional fees as described in Part C to this Agreement. Except as otherwise set forth herein, Paychex's Fees are subject to change upon thirty (30) days written notification to Client. Paychex may, in its sole discretion, require a security deposit from Client.
  - 4.1 **Electronic Funds Transfer.**
    - 4.1.1 If Paychex requires payment of Amounts Due through an EFT, Client (i) will designate a bank account for the EFT of Amounts Due; (ii) will execute all documentation needed by Paychex to originate EFT transactions and to verify availability of funds in Client's bank account; (iii) agrees that the funds representing the Amounts Due will be on deposit in Client's bank account in collectible form and in sufficient amount on or before the Funding Deadline; and (iv) authorizes Paychex to collect all Amounts Due from Client's bank account on the Funding Deadline.
    - 4.1.2 Client's submission of Client Information to Paychex constitutes Client's authorization for Paychex to create and transmit the EFT credit or debit entries ("Entry" or "Entries") contained therein.
    - 4.1.3 All EFTs are performed in compliance with the National Automated Clearing House Association operating rules ("NACHA"), which can be viewed at [NACHAOperatingrulesonline.org](http://NACHAOperatingrulesonline.org). Client (i) authorizes Paychex to send Entries on behalf of Client to receivers and assumes the responsibilities of an originator of EFTs, if applicable; (ii) affirms that it obtained valid authorization of Entries from receivers; (iii) agrees to follow NACHA, as they are amended from time-to-time; (iv) will not originate any EFT that violates any law; (v) agrees that Entries are limited to Prearranged Payment and Deposit (PPD), Corporate Credit or Debit (CCD, CTX), International ACH (IAT) or others required for Services; and (vi) agrees that Paychex or originating banks have the right to audit Client's compliance with NACHA. Client further acknowledges and understands that Paychex may (i) identify Client to banks involved in the EFT and (ii) terminate or suspend the Agreement for breach of NACHA or this section. Client further agrees that it will notify Paychex, pursuant to applicable NACHA and federal regulations, if funding for Client's payroll is received from a foreign financial agency and of any Workers with non-U.S. addresses.
    - 4.1.4 Paychex may reject any Entry that does not comply with the requirements of this Agreement or NACHA or with respect to which Client's account does not contain sufficient available funds to pay for the Entry. Paychex will have no liability to Client by reason of the rejection of any Entry or Entries.
    - 4.1.5 Client will have no right to cancel, amend, or reverse an Entry received by Paychex after it has been submitted. In its own discretion, Paychex may use reasonable efforts to act on a request but will have no liability if the cancellation, amendment or reversal is not successful. Client agrees to reimburse Paychex for any expenses, losses or damages Paychex may incur in attempting to cancel, amend or reverse an Entry.

compliance, or any other reason. If Client chooses to use the Document Management solution, Client further acknowledges that Client is solely responsible for (i) Client's legal obligations to create, modify, maintain, or obtain signatures (electronic or otherwise) and/or acknowledgements with respect to any Documents stored by Client; and (ii) determining (a) which records and/or documents ("Documents") to upload, (b) whether such Documents may be uploaded, executed, acknowledged and/or stored in the manner provided through the Service, and (c) whether any Document is valid or legally binding. Client further acknowledges that (i) a portion of the Service may be provided by a third-party vendor ("Vendor") of Paychex, and is subject to the Third-Party Services provision, and (ii) that this Service is accessed by it and its Workers through its Paychex Flex account, and is subject to the Client Online Account provision. Client is eligible for the HR Administration Service only while Client remains a Client under the Agreement. Client understands and acknowledges that it is responsible for downloading and/or otherwise retaining all Documents, data or information stored on the HR Administration Service for its own retention purposes at all times, and that termination or suspension of its Paychex Flex account will terminate its ability to access Documents. Client further acknowledges and understands that Client's Workers may access the HR Administration Services only while they are active Workers of Client, and that Client is solely responsible for providing copies of any Documents, data or information to terminated Workers. Client authorizes Paychex to access Client's HR Administration account to perform administrative functions as necessary to provide the HR Administration Services.

**Paychex Flex® Onboarding.** Paychex will provide Client with an internet-based onboarding service to facilitate providing information to, and receiving information from, newly hired Workers, including the ability to provide company and/or Worker specific documents and policies ("Onboarding Service"). Client is responsible for the accuracy and completeness of the information provided for each Worker and Client acknowledges that failure to timely provide such information may result in delay in payroll processing and/or the onboarding process. Support is available by telephone, email and/or live chat Monday through Friday from 8:00 a.m. to 8:00 p.m. ET. Client agrees and acknowledges that Onboarding Service and its contents are not intended, and should not be construed, as providing legal or financial advice and that Paychex is not acting in a fiduciary capacity on behalf of Client or Client's Workers or as an employer or joint employer of Client's Workers. Additional Fees may apply for certain Onboarding Services as set forth on the order form, fee schedule or its equivalent. Client acknowledges that some Onboarding Services may be provided by a third-party vendor of Paychex and authorizes Paychex to collect any Fees due on behalf of the vendor. The Onboarding Service may provide links to third-party websites. Paychex makes no representations concerning third-party websites and is not responsible for the accuracy or content of, or the ability of Client to access, such websites. Client authorizes Paychex to access Client's Flex Onboarding Service account to perform administrative functions as necessary to provide this service.

**Paychex Flex® Onboarding Essentials.** Paychex will provide Client with an internet-based onboarding service to facilitate providing essential onboarding information to, and receiving essential onboarding information from, newly hired Workers ("Onboarding Essentials Service"). Client is responsible for the accuracy and completeness of the information provided for each Worker and Client acknowledges that failure to timely provide such information may result in delay in payroll processing and/or the onboarding process. Support is available by live chat Monday through Friday from 8:00 a.m. to 8:00 p.m. ET. Client agrees and acknowledges that the Onboarding Essentials Service and its contents are not intended, and should not be construed, as providing legal or financial advice and that Paychex is not acting in a fiduciary capacity on behalf of Client or Client's Workers or as an employer or joint employer of Client's Workers. Additional Fees may apply for certain Onboarding Essentials Services as set forth on the order form, fee schedule or its equivalent. Client acknowledges that some Onboarding Essentials Services may be provided by a third-party vendor of Paychex and authorizes Paychex to collect any Fees due on behalf of the vendor. The Onboarding Essentials Service may provide links to third-party websites. Paychex makes no representations concerning third-party websites and is not responsible for the accuracy or content of, or the ability of Client to access, such websites. Client authorizes Paychex to access Client's Paychex Flex Onboarding Essentials Service account to perform administrative functions as necessary to provide this Service. Paychex Flex Onboarding Essentials Service is not available if Client utilizes Paychex Flex Hiring Service or Paychex Flex Onboarding Service.

**Paychex® HR Online.** Paychex will provide Paychex HR Online, an internet-based human resource information system. Paychex grants Client a royalty-free, nonexclusive, nontransferable license ("HR Online License") to use all computer programs and related documentation (collectively "Paychex HR Online Software") from the web server location of Paychex' choice. Client agrees and acknowledges that the Paychex HR Online Software and its contents are not intended, and should not be construed, as providing legal or financial advice and that Paychex is not acting in a fiduciary capacity on behalf of Client or Client's Workers. Client further authorizes Paychex to access Client's HR Online account to perform administrative functions as necessary to provide this service.

**Paychex Learning Essentials.** Paychex and/or its authorized third-party vendor will provide access to the Paychex Learning System, a web-based library of training resources and information and a tool for providing and tracking Worker trainings ("Learning Essentials" or "Service"). Client agrees that its designated administrator and/or purchaser within the Paychex Learning System shall have full authority to purchase trainings for Client's Workers on Client's behalf. Additional Fees may apply and will be set forth in the fee schedule or its equivalent. Client acknowledges that the Service is provided by a third-party vendor ("Vendor") of Paychex. Client agrees to remit payment directly to Paychex. Client agrees and acknowledges that, by offering this Service, Paychex is not intending to provide legal advice, and Client is solely responsible for its use of, or reliance on, the information contained in the Paychex Learning System, including but not limited to the accuracy or applicability of any trainings used by Client. Client is responsible for compliance with all applicable laws or regulations, and acknowledges that neither Paychex nor its third-party vendor will review the trainings for compliance or any other reason. Client will be eligible for this Service so long as: (i) Client remains a Client of Paychex; (ii) Client complies with the Agreement; (iii) Client complies with the Terms of Use, which can be found within the Paychex Learning System and are incorporated herein, and any other agreement Vendor shall require; and (iv) Client's agreement with Vendor is not terminated for any reason. Upon termination of the Service or the Agreement, Client will no longer have access to the Service or any of the content, but may print or download tracking transcripts prior to termination.

**Paychex Learning Enhanced.** In addition to the Paychex Learning Essentials Service, Paychex and/or its authorized third party vendor will provide Client with the ability to add or create custom trainings ("Learning Enhanced" or "Service"). Client agrees that its designated administrator, author and/or purchaser within the Paychex Learning System shall have full authority to purchase and/or create trainings for Client's Workers on Client's behalf. Additional Fees may apply and will be set forth in the fee schedule or its equivalent. Client acknowledges that the Service is provided by a third-party vendor ("Vendor") of Paychex. Client agrees to remit payment directly to Paychex. Client agrees and

acknowledges that, by offering this Service, Paychex is not intending to provide legal advice, and Client is solely responsible for its use of, or reliance on, the information contained in the Paychex Learning System, including but not limited to the accuracy or applicability of any trainings used by Client. Client is responsible for compliance with all applicable laws or regulations, and acknowledges that neither Paychex nor its third-party vendor will review the trainings for compliance or any other reason. Client will be eligible for this Service so long as: (i) Client remains a Client of Paychex; (ii) Client complies with the Agreement; (iii) Client complies with the Terms of Use, which can be found within the Paychex Learning System and are incorporated herein, and any other agreement Vendor shall require; and (iv) Client's agreement with Vendor is not terminated for any reason. Upon termination of the Service or the Agreement, Client will no longer have access to the Service or any of the content, but may print or download tracking transcripts prior to termination. Client may only retain those trainings created or uploaded by Client during the term of the Agreement.

**Paychex Retirement Services\*.** Paychex will perform third-party recordkeeping, reporting, and other administrative services ("Retirement Services") for Client's Qualified Retirement Plan as set forth in the Paychex Retirement Services Agreement. Client must execute the separate Retirement Services Agreement in order to receive the Retirement Services. Some Retirement Services may result in additional fees as set forth in the Retirement Services Agreement and/or Client Fee Disclosure. If Client has elected the Paychex Solo service bundle, the Retirement Services provided pursuant to that service bundle are limited to owner and spouse only. If Client has elected Paychex Solo and adds one or more Employees, or if Client is no longer receiving bundled services that include Retirement Services, Client will no longer be eligible for the service bundle or service bundle pricing and Paychex standard Retirement Service Fees shall apply.

**Paychex Time and Attendance Services.** Paychex will provide one of the following Time and Attendance Services selected by Client: Paychex Flex® Time, Paychex Flex® Time Essentials, Paychex Time and Labor Online, Paychex PST 1000/Trueshift® or stratustime® ("Time and Attendance Services"). Paychex is only required to provide the Time and Attendance Services when the Application and Time Clock, if applicable, are operated by Client according to the user manual or other applicable terms of use and in an environment that meets the minimum requirements.

- a. **Access to the Application.** Paychex will provide all Clients that select Time and Attendance Services with the right to access and use Paychex' internet-based time and attendance solution for recording hours (the "Application"). The term Application will be deemed to include the Time Clock Software. Access to the Application will end upon termination of the Agreement and/or the Service. Client agrees that ownership of all rights in and to the Application remain the sole and exclusive property of Paychex.
- b. **Telephone Support.** Paychex will provide all Clients that select Time and Attendance Services with telephone support consisting of unlimited telephone calls that will be accepted Monday through Friday from 8:00 a.m. to 8:00 p.m. ET.
- c. **Time Clock Software.** Paychex will provide Client with all necessary Paychex time and attendance software ("Time Clock Software").  
*This section does not apply to Clients that select Paychex Flex® Time Essentials.*
- d. **Maintenance Services.** Client may lease or purchase time and attendance data collection devices ("Time Clock(s)") and/or other equipment (collectively Time Clocks and any other equipment leased or purchased from Paychex are referred to as "Hardware"). Paychex will provide support services for Hardware ("Maintenance Services") to Clients (i) that lease Hardware at no additional fee; and (ii) that purchase Hardware ("Purchased Hardware") for an additional annual Fee ("Maintenance Services Fee"). The Maintenance Services Fee must be paid in full before Paychex is obligated to perform any Maintenance Services. The Maintenance Services Fee shall automatically renew unless Client notifies Paychex that it no longer requires the Maintenance Services at least thirty (30) days prior to renewal. All service, labor, and ground shipping charges for Time Clocks are covered by Client's monthly payments for Leased Hardware or by the Maintenance Services Fee, as applicable. Client must promptly notify Paychex of any issues or concerns with the Hardware. At Paychex' sole option, it may either repair a Time Clock or replace it with either a new or refurbished Time Clock of the same or a comparable model. Paychex will supply connection cables for the comparable model, if necessary. Client agrees to separately purchase any other accessories or components required for the replacement model. Upon receipt of replacement Hardware, the Client is required to ship all replaced items to Paychex within five (5) business days of receipt of the replacement Hardware. Paychex will not provide Maintenance Services for any accessories purchased by Client. *This section does not apply to Clients that select Paychex Flex® Time Essentials.*
- e. **Ownership of Leased Hardware.** If Client leases Hardware from Paychex ("Leased Hardware"), Client agrees that (i) Leased Hardware is the sole and exclusive property of Paychex; (ii) Client has no right, title, or interest in any Leased Hardware except as stated in the Agreement; (iii) Client cannot transfer, sell, or in any way encumber Leased Hardware; (iv) Leased Hardware is not a fixture; (v) Client will not allow any third party to file any lien or security interest on Leased Hardware; and (vi) the Agreement does not cover damage to Leased Hardware from or related to fire, flood, lightning or sudden accidental events, theft, misuse or abuse, or modification or servicing of the Leased Hardware by Client or any other third party. Upon demand by Paychex, Client agrees to deliver to Paychex any and all financing statements under the Uniform Commercial Code and any other documents Paychex demands to protect or record Paychex' interest in the Leased Hardware. If permitted by applicable law, Paychex may file any such documents or instruments signed only by Paychex. Client agrees not to damage Paychex' Leased Hardware and to return it in the original condition, normal wear and tear excepted, upon termination of the Agreement or as otherwise required. In the event of damage to any of Paychex' Leased Hardware as a result of Client's, its Workers', or its agents' acts or omissions, or if Client fails to return Paychex' Leased Hardware, Client agrees to pay for all necessary repairs or replacement. This section does not apply to Clients that select Paychex Flex® Time Essentials.
- f. **Termination.** Upon termination, Client is required to (i) complete termination paperwork provided by Paychex, if applicable (ii) cease use of the Application; and (iii) return all Leased Hardware to Paychex within ten (10) business days, if applicable. If Client fails to return the Leased Hardware in the time required, or damages it beyond normal wear and tear, Client will be charged a fee for each Time Clock as set forth in the fee schedule or its equivalent.
- g. **Compliance with Applicable Laws.** Client agrees that it shall be solely responsible for compliance with all applicable Laws in connection with use of the Application and any Leased or Purchased Hardware including, without limitation, local, state and federal wage and hour laws and regulations and laws relating to collection, storage, and use of biometric information. Client agrees that the Services and/or Application are not intended, and should not be construed, as providing legal or financial advice and that Paychex is not acting in a fiduciary capacity on behalf of Client or Client's Workers.
- h. **Disclaimer of Warranty.** With regard to any Leased and/or Purchased Hardware and Time Clock Software, Paychex hereby disclaims any and all warranties, and makes no representation or warranty of any kind, whether express or implied, including any warranties as to the condition, quality, value, suitability, durability, operability, or any other matter. Without limiting the general nature of this disclaimer,

Paychex disclaims any and all warranties concerning the merchantability or fitness for a particular purpose of any Leased or Purchased Hardware and all Hardware is expressly provided "as is," subject to Maintenance Services, if applicable.

**Payroll Processing.** Paychex will process Client's payroll based solely on Client Information submitted by Client, prepare payroll checks drawn on Client's bank account or as otherwise directed by Client, and prepare payroll reports and/or documents for each payroll processed by Client, for Client's for review and distribution, if applicable. Client acknowledges that Client is responsible for any delayed remittance of Reimbursement Amounts and additional processing Fees resulting from its failure to submit Client Information at least two (2) banking days prior to a payroll check date. Paychex shall not be required to obtain authorization from Client to act on Client Information. Paychex will prepare payroll tax returns for taxes identified on the Cash Requirements, Tax Payment Report and/or Payroll Cover Letter Report or their equivalent for the Client to review, sign, and file. Paychex will not be responsible for the remittance of payroll taxes, or other taxes, or for the filing of tax returns for Clients who elect not to receive the Taxpay service. **Despite any product terms or conditions to the contrary contained herein, Client acknowledges that Paychex Express Payroll is a completely paperless payroll service and that Paychex will not be providing any reports, documents, or data in paper form. Client also acknowledges that Paychex Express Payroll does not include preparation of any checks, and that Client is solely responsible for timely and accurately preparing and delivering any checks.**

**Premium Only Plan (POP).** Paychex will act as plan service provider for Client's POP. Paychex will provide Client with the following plan installation documentation: (i) Basic Plan Document; (ii) Adoption Agreement; and (iii) Summary Plan Description (collectively, "Plan Documents"). Client acknowledges that Client is responsible for (i) reviewing and signing the Adoption Agreement setting forth the terms and conditions of the plan; and (ii) distributing the Summary Plan Description to plan participants. Paychex will perform the calculations for the Key Employee Concentration Test. Client is solely responsible for all other testing. If Client has a Health Savings Account (HSA), the pretax salary reductions for Client's HSA will not be incorporated into the compliance testing results. Client will be solely responsible for any aggregate testing. Client acknowledges that if the plan fails the testing as outlined above, the Client is responsible for correcting the failure and bringing the plan into compliance with the applicable requirements as defined in section 125 of the Internal Revenue Code.

**Readychex®.** In accordance with the Agreement, Paychex will (i) process EFT transactions on the Funding Deadline to pay Client's Workers; (ii) hold such amounts in an account established by Paychex until Client's check date, if the Funding Deadline is prior to the Client's check date; and (iii) draw checks payable to Client's Workers on Client's check date and provide those checks to Client. Client will distribute checks on check date or thereafter. Checks distributed to Workers before check date will not be honored and it will be Client's responsibility to pay the Workers. If Client's Worker fails to present a check for payment within six (6) months of check date ("Stale Check"), Paychex will refund the amount debited for the Stale Check back to Client minus any balances owed by Client and charge a Fee for the transfer of the Stale Check funds back to Client. Client will be solely responsible for remitting to its Workers or former Workers, any amounts due and following any state unclaimed property laws in regards to outstanding Worker funds. If a Readychex check is lost, stolen, destroyed, or otherwise not able to be cashed ("Voidable Readychex"), Client agrees to notify Paychex immediately and request to void the check. Client agrees to mark as voided and destroy any Voidable Readychex checks for which a refund has been requested or issued if it should be ultimately found or discovered. If the voided check is cashed, negotiated, or otherwise presented for payment, and Paychex and/or the financial institution that the Readychex check is drawn upon requires a lost/stolen check affidavit, Client agrees that Client is responsible for producing the affidavit. If Client is unable to produce the affidavit, Client agrees to accept all liability that results from Paychex voiding and replacing the lost/stolen check if the check is later cashed, negotiated, or otherwise presented for payment. If Client's Worker or former Worker cashes, negotiates, or otherwise presents a Readychex check for payment more than once, Client agrees that it is responsible for reimbursing Paychex for the amount of the check plus any additional expenses, losses, or damages that Paychex may incur from a third party. Readychex is not available if Client utilizes Check Signing.

**Recruiting and Applicant Tracking.** Paychex will provide Client with an internet-based recruiting and applicant tracking service to facilitate the recruiting, qualifying and tracking of applicants ("Recruiting and Applicant Tracking Service"). Additional Fees may apply for customized or additional modules as well as any other additional services selected by Client through the Recruiting and Applicant Tracking Service. Support is available by telephone, email and/or live chat Monday through Friday from 8:00 a.m. to 8:00 p.m. ET. Client agrees and acknowledges that Recruiting and Applicant Tracking Service and its contents are not intended, and should not be construed, as providing legal or financial advice and that Paychex is not acting in a fiduciary capacity on behalf of Client or Client's Workers or as an employer or joint employer of Client's Workers. Additional Fees may apply for certain Recruiting and Tracking Applicant Services as set forth on the order form, fee schedule or its equivalent. Client acknowledges that some of the Recruiting and Applicant Tracking Services may be provided by a third-party vendor of Paychex, and authorizes Paychex to collect any Fees due on behalf of the vendor. The Recruiting and Applicant Tracking Service may provide links to third-party websites. Paychex makes no representations concerning third-party websites and is not responsible for the accuracy or content of, or the ability of Client to access such websites. Client authorizes Paychex to access Client's Recruiting and Applicant Tracking Service account to perform administrative functions as necessary to provide this Recruiting and Applicant Tracking Service.

**Safety Service.** As requested by Client, Paychex will conduct a safety interview with Client and obtain a description of Client's operations. Based on the information provided by Client, Paychex will assist Client in identifying general safety hazards and applicable OSHA standards and assist Client in the development of written safety plans and corresponding safety training. Paychex will consult with Client to promote a safe work environment. Client will report to Paychex any changes to its operations that will change its safety hazards, applicable OSHA standards, or written safety plans. As required by OSHA, Client is ultimately responsible for the work-related health and safety of its Workers. Client will remain solely responsible for compliance with all Laws regulating Workers' safety and health issues and any citations, penalties, or costs associated with noncompliance.

**State Unemployment Insurance Service (SUIS).** Paychex will provide the following services relating to unemployment insurance for Client's employees ("Employees"): claim and appeal processing, pre-hearing preparation, analytical review of voluntary contributions, and charge statement balancing. Client agrees to complete applicable power of attorney and record of address forms where needed. For an additional Fee, Client can request and authorize Paychex to appear and represent Client by telephone at any unemployment insurance hearing for a specified Employee ("SUI Representation Service"), provided the state in which the hearing is being held will allow such representation. The SUI



Representation Service will be performed only for any unemployment insurance hearing regarding the specified Employee. By representing Client at any unemployment insurance hearing for the specified Employee, Paychex is not acting as Client's attorney nor will Paychex provide Client legal advice. Paychex does not guarantee the outcome of the hearing. Paychex expressly reserves the right to decline the Client's request to represent Client at the unemployment insurance hearing. Client expressly agrees that the SUI Representation Service will be performed pursuant, and subject to, the terms of the Agreement. Upon termination of the SUI Service, Client will notify their state unemployment agency and remove Paychex as their agent of record. Following termination, Paychex will not forward any unemployment notices or communications it receives from a state unemployment agency to Client and Client will be solely responsible for responding to any unemployment notices and hearings. Paychex will not be liable for Client's failure to timely respond to notices received by Paychex following termination of the SUI Service.

**Tax Credit Service.** Tax Credit Service provides Client with assistance in locating, preparing and filing for certain tax credit and hiring-based incentive programs (the "Tax Credit Service"). Client acknowledges that (i) the Tax Credit Service is performed solely by a third-party vendor ("Vendor"), (ii) Vendor is solely liable for the performance of the services it provides, and (iii) Paychex is not responsible for the acts or omissions of Vendor, including, without limitation, any acts or omissions related to the security or confidentiality of any Client Information on Vendor's systems and/or servers. Client authorizes Paychex to transmit to Vendor Client Information and Client Confidential Information (collectively, "Information") pertaining to Client and Client's Employees, as necessary, for Vendor to perform the Tax Credit Service. Client will be eligible for the Tax Credit Service so long as: (i) Client agrees to and complies with any agreement Vendor shall require; (ii) Client agrees to and pays to Vendor the additional fees as detailed in the separate agreement with Vendor; and (iii) the agreement with Vendor is not terminated for any reason. Client acknowledges that Vendor may remit a percentage of the fees Vendor receives to Paychex and Client authorizes Paychex to receive these fees as additional compensation for the Services. Client further authorizes Vendor to provide to Paychex information pertaining to the tax credits and Paychex to forward information received from Vendor to the IRS if required.

**Taxpay® (with SUI Support Service).** On the Funding Deadline, Paychex will (i) process EFT transactions in accordance with the Agreement to pay the payroll taxes that are specifically identified on the Cash Requirements, Tax Payment Report and/or Payroll Cover Letter Report; (ii) hold such amounts in an account established by Paychex until such time as these amounts are due to the appropriate taxing authorities; and (iii) prepare, sign, and file with proper taxing authorities all returns for such taxes on an ongoing basis. Paychex is not responsible for the payment of taxes or the filing of returns prior to the Taxpay Service Effective Date and/or for payroll taxes which Paychex did not collect from Client. Client understands that there may be different Taxpay Service Effective Dates for each tax agency. **SUI Support Service:** Paychex will provide Client with telephone support with state unemployment insurance claims, benefit charge questions, and pre-hearing preparation.

**Taxpay® (without SUI Support Service).** On the Funding Deadline, Paychex will (i) process EFT transactions in accordance with the Agreement to pay the payroll taxes that are specifically identified on the Payroll Cover Letter Report; (ii) hold such amounts in an account established by Paychex until such time as these amounts are due to the appropriate taxing authorities; and (iii) prepare, sign, and file with proper taxing authorities all returns for such taxes on an ongoing basis. Paychex is not responsible for the payment of taxes or the filing of returns prior to the Taxpay Service Effective Date and/or for payroll taxes which Paychex did not collect from Client. Client understands that there may be different Taxpay Service Effective Dates for each tax agency.

**Time Off Accrual Service (TOA).** Paychex will provide a tracking and reporting service for Worker accrued time off benefits based on Client Information provided by Client each pay period. Client acknowledges that it is solely responsible for the accuracy of information provided to Paychex and for compliance with all applicable Laws related to Client's time off accrual policies.

**W-2 Service.** Unless Client directs Paychex in writing not to provide the W-2 Service, Paychex will (i) prepare Forms W-2 and W-3 and Forms 1099-MISC and 1096, if applicable ("Forms"); (ii) file the Forms with the appropriate federal and state agencies; and (iii) provide copies to Client for distribution to each Worker. Client shall have the sole responsibility to distribute the Forms to each Worker pursuant to applicable law. Client acknowledges that (i) if it chooses to receive W-2's or 1099's online only, Paychex will place Client's Workers' Forms W-2 and 1099-MISC on a secure site for viewing and printing by Client and (ii) it is solely responsible for compliance with all state and/or federal statutes or regulations regarding consent of and distribution to each Worker. If the W-2 Services are terminated or if Client is in breach of its obligations for payment of Amounts Due, Paychex shall not be obligated to provide the W-2 Service. Additional Fees may apply.

**Workers' Compensation Payment Service\*.** Paychex will perform workers' compensation payment services (the "WCP Service") for Client as set forth in the Paychex Workers' Compensation Payment Service Agreement. Availability of the WCP Service is dependent on insurance carrier selection and/or carrier underwriting requirements. The WCP Service does not include the sale of workers' compensation insurance coverage and is not proof of coverage. Client is solely responsible for obtaining and maintaining any required coverage. Client must execute a separate Paychex Workers' Compensation Payment Service Agreement in order to receive the WCP Service.

**Workers' Compensation Report Service.** Paychex will provide Client with access to a monthly report with the calculated workers' compensation premium amounts consisting of the payroll wages and workers' compensation premiums in each class code for each payroll processed by Client ("Report"). Additional Reports may be purchased for an additional Fee. The Workers' Compensation Report Service does not include the sale of workers' compensation insurance coverage and is not proof of coverage. Client is solely responsible for obtaining and maintaining any required coverage.



# Marin Local Agency Formation Commission

Regional Service Planning | Subdivision of the State of California

## AGENDA REPORT

October 8, 2020

Executive Officer Report – Section A

**TO:** Local Agency Formation Commission

**FROM:** Jason Fried, Executive Officer

**SUBJECT:** Budget Update for FY 2020-2021

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### Background

Marin Local Agency Formation Commission (LAFCo) adopted a budget for FY 2020-2021 totaling \$566,577.88. From July 1, 2020, through September 30, 2020, LAFCo has spent \$95,186.69. This report covers 3 months, which is about 25% of the year. We have spent about 17% of our budget this year.

According to the County all but one agency had made its payment by the end of August which is the 60-day window state government gives for payments to be made. The one remaining agency that needed to make a payment has said they sent the payment to the County in early September. We are waiting for confirmation from the County which we should get in mid-October. Staff also has noticed that agency contribution is not matching what we should have, given all but one agency should be showing up in the system. Staff will be working with County staff to find what is occurring here.

### Attachment:

- 1) FY 2020-2021 Budget Reports as of 9/30/2020

#### 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

Craig K. Murray, Vice Chair  
Las Gallinas Valley Sanitary

Lew Kious, Regular  
Almonte Sanitary District

Tod Moody, Alternate  
Sanitary District #5

Larry Loder, Regular  
Public Member

Chris Skelton, Alternate  
Public Member

## Marin Local Agency Formation Commission

## 20/21 BUDGET REPORT

09/30/20

July 2020 through June 2021

Accrual Basis

	Jul '20 - Jun 21	Budget	\$ Over Budget	% of B...
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
4700000 · Prior Year Carryover	63,007.60	63,007.60	0.00	100.0%
4710510 · Agency Contributions	491,768.45	503,570.28	-11,801.83	97.7%
<b>Total Income</b>	<b>554,776.05</b>	<b>566,577.88</b>	<b>-11,801.83</b>	<b>97.9%</b>
<b>Expense</b>				
05 · Commissioner Per Diems	1,375.00	10,000.00	-8,625.00	13.8%
10 · Conferences	0.00	5,000.00	-5,000.00	0.0%
15 · General Insurance	7,032.73	8,000.00	-967.27	87.9%
20 · IT & Communications Services	3,408.56	16,000.00	-12,591.44	21.3%
25 · Legal Services	6,068.80	45,000.00	-38,931.20	13.5%
30 · Memberships & Dues	11,660.00	13,000.00	-1,340.00	89.7%
35 · Misc Services	163.90	2,000.00	-1,836.10	8.2%
40 · Office Equipment Purchases	1,992.48	4,139.00	-2,146.52	48.1%
45 · Office Lease/Rent	8,377.05	33,588.88	-25,211.83	24.9%
50 · Office Supplies & Postage	766.69	4,000.00	-3,233.31	19.2%
55 · Professional Services	8,826.00	20,000.00	-11,174.00	44.1%
60 · Publications/Notices	317.24	3,000.00	-2,682.76	10.6%
65 · Rent - Storage	120.00	650.00	-530.00	18.5%
70 · Training	0.00	1,700.00	-1,700.00	0.0%
75 · Travel - Mileage	0.00	3,500.00	-3,500.00	0.0%
8-51110 · Salary and Benefit Costs				
5110109 · Salaries	38,110.81	307,000.00	-268,889.19	12.4%
5130120 · County of Marin - Group Health	3,145.85	45,000.00	-41,854.15	7.0%
5130500 · MCERA / Pension	3,821.58	39,000.00	-35,178.42	9.8%
5130525 · Retiree Health	0.00	6,000.00	-6,000.00	0.0%
<b>Total 8-51110 · Salary and Benefit Costs</b>	<b>45,078.24</b>	<b>397,000.00</b>	<b>-351,921.76</b>	<b>11.4%</b>
<b>Total Expense</b>	<b>95,186.69</b>	<b>566,577.88</b>	<b>-471,391.19</b>	<b>16.8%</b>
<b>Net Ordinary Income</b>	<b>459,589.36</b>	<b>0.00</b>	<b>459,589.36</b>	<b>100.0%</b>
<b>Net Income</b>	<b>459,589.36</b>	<b>0.00</b>	<b>459,589.36</b>	<b>100.0%</b>



# Marin Local Agency Formation Commission

Regional Service Planning | Subdivision of the State of California

## AGENDA REPORT

October 8, 2020

Executive Officer Report – Section B

**TO:** Local Agency Formation Commission

**FROM:** Olivia Gingold, Clerk/Junior Analyst

**SUBJECT:** **Current and Pending Proposals**

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### Background

The Commission is invited to discuss the item and provide direction to staff on any related matter as needed for future discussion and/or action.

LAFCo currently has no pending applications in front of it but an old Emergency OSA applicant (File #1341) has re-engaged with LAFCo to complete the permanent annexation of his property into the San Rafael Sanitary District, and another application (File #1346) will likely need an extension approval at the December meeting.

#### Attachment:

1) Chart of Current and Pending Proposals

#### Administrative Office

Jason Fried, Executive Officer  
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  
County of Marin

Judy Arnold, Regular  
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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

Craig K. Murray, Vice Chair  
Las Gallinas Valley Sanitary

Lew Kiou, Regular  
Almonte Sanitary District

Tod Moody, Alternate  
Sanitary District #5

Larry Loder, Regular  
Public Member

Chris Skelton, Alternate  
Public Member

Current and Pending Proposals

LAFCo File #	Status	Proposal	Description	Government Agency	Latest Update
1346	Approved by Commission and Awaiting Completion of Terms	Annexation of 4576 Paradise Drive	Sierra Pines Group LLC (“applicant”) requesting 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	Terms must be completed by 12/12/20
1341	Emergency OSA and Future Application	Emergency OSA and awaiting application to annex into San Rafael Sanitation District	32 Fairway Dr, San Rafael, had a failed septic tank which they reported to Marin County Environmental Health Services Division and needs an OSA to connect into SRSD. The applicant also plans to annex permanently into SRSD but first needs to get all needed materials, such as legal description and legal maps produced. They should be submitting application in the near future.	San Rafael Sanitation District	On 3/28/19 SRSD informed LAFCo the basic plans had been approved for OSA.   Applicant has since re-engaged with LAFCo to proceed with a permanent application.
	Possible Future Item	San Quentin Village Sewer Maintenance District consolidation with Ross Valley Sanitary District	Based on past action of Marin LAFCo, discussion of possible consolidation between SQVSMD with RVSD has been deemed as seemingly in the best interest of the community of San Quentin Village customers.	SQVSMD and RVSD	Staff is currently reviewing outstanding issues with the staffs from both SQVSMD and RVSD.

Current and Pending Proposals

LAFCo File #	Status	Proposal	Description	Government Agency	Latest Update
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.
1349	Withdrawn	Annexation of 200 Pacheco Ave	Landowner (Ian Murdock) requesting annexation approval of 200 Pacheco Ave (146-230-79) in the unincorporated island community of Indian Valley to the Novato Sanitation District. The affected territory is approximately 2 acres in size and currently has a single family home with an old septic system.	Novato Sanitary District	Withdrawn 8/13/20