



Marin Local Agency Formation Commission

Regional Service Planning | Subdivision of the State of California

NOTICE OF REGULAR MEETING AND AGENDA

Marin Local Agency Formation Commission

October 10th, 2024, ▪ 6:30 PM

Marin Wildfire Prevention Authority Meeting Room | Suite 335 | 1600 Los Gamos Drive, San Rafael, CA (Use the Main Lobby (Lobby A) entrance, which is located on the freeway side of the building.)

PUBLIC ACCESS AND PUBLIC COMMENT INSTRUCTIONS FOR HYBRID ATTENDEES

In addition to in-person attendance, as a courtesy, and technology permitting, members of the public may also attend by virtual teleconference. However, LAFCo cannot guarantee that the public's access to teleconferencing technology will be uninterrupted, and technical difficulties may occur from time to time. Unless required by the Brown Act, the meeting will continue despite technical difficulties for participants using the teleconferencing option. Members of the public may access and watch a live stream of the meeting on Zoom at <https://us02web.zoom.us/j/81565499122>. Alternatively, the public may listen in to the meeting by dialing +1 669 444 9171 and entering **Meeting ID 815 6549 9122#** when prompted.

SPOKEN PUBLIC COMMENTS FOR HYBRID ATTENDEES:

Spoken comments will be accepted through the teleconference meeting. To address the Commission, click on the link <https://us02web.zoom.us/j/81565499122> 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 the "raise hand" icon. Speakers will be notified shortly before they are called to speak.
3. When called, please limit your remarks to the time limit allotted (3 minutes).

CALL TO ORDER BY CHAIR

ROLL CALL BY CLERK

AGENDA REVIEW

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

CLOSED SESSION

Conference with Labor Negotiators (Gov. Code 54957.6)
Agency Designated Representative: Jason Fried, Executive Officer
Unrepresented employees: Deputy Executive Officer

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 8, 2024, Regular Meeting
2. Commission Ratification of Payments from August 1, 2024, to September 30, 2024

BUSINESS ITEMS (Discussion and Possible Action)

3. Discussion and Possible Changes to Personnel Handbook
4. Discussion on Future Municipal Service Review and Sphere of Influence Study Format
5. Shared Cost Agreement between Marin LAFCo, Tiburon Fire Protection District and the City of Belvedere and issuance of RFP on financial feasibility and impacts of possible annexation of Belvedere into the District
6. Discussion and Possible Addition to LAFCo Work Plan on Possible Need to Update Government Code 66412(d) as it Pertains to Lot Line Adjustments That Cross Jurisdictional Boundaries to include LAFCo coordination

EXECUTIVE OFFICER REPORT

- a) Budget Update FY 2024-2025
- b) Current and Pending Proposals
- c) Marin LAFCo Workplan
- d) CALAFCO Update (Verbal Report)
- e) Correspondence

COMMISSIONER ANNOUNCEMENTS AND REQUESTS

ADJOURNMENT TO NEXT MEETING

December 12, 2024, at 6:30 P.M. | Marin Wildfire Prevention Authority

Attest: Claire Devereux
Clerk/Jr. Policy Analyst

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

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Marin Local Agency Formation Commission

Regional Service Planning | Subdivision of the State of California

AGENDA REPORT

October 10th, 2024

Item No. 1 (Consent Item)

TO: Local Agency Formation Commission
FROM: Claire Devereux, Clerk/Junior Analyst
SUBJECT: **Approval of Minutes for August 8th, 2024, Regular Meeting**

Background

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

Discussion

The action minutes for the August 8th regular meeting accurately reflect the Commission's actions as recorded by staff. A video recording of the meeting is also available online for viewing at <https://www.marinlafco.org/meetings>

Staff Recommendation for Action

1. Staff recommendation – Approve the draft minutes prepared for the August 8th, 2024, meeting with any desired corrections or clarifications.
2. Alternative option – Continue consideration of the item at 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 8th, 2024

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

Dennis Rodoni, Vice-Chair
County of Marin
Eric Lucan, Regular
County of Marin
Stephanie Moulton-Peters, Alternate
County of Marin

Barbara Coler, Chair
Town of Fairfax
Steve Burdo, Regular
Town of San Anselmo
Stephen Burke, Alternate
City of Mill Valley

Lew Kiou, Regular
Almonte Sanitary District
Craig Murray, Regular
Las Gallinas Valley Sanitary District
Cathryn Hilliard, Alternate
Southern Marin Fire Protection District

Larry Chu, Regular
Public Member
Roger Smith, Alternate
Public Member



Marin Local Agency Formation Commission

Regional Service Planning | Subdivision of the State of California

DRAFT

NOTICE OF REGULAR MEETING MINUTES Marin Local Agency Formation Commission

Thursday, August 8th, 2024

CALL TO ORDER

Chair Coler called the meeting to order at 6:32 P.M.

ROLL CALL BY COMMISSION CLERK

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

Commissioners Present:

Barbara Coler
Lew Kious
Craig Murray
Eric Lucan
Larry Chu

Alternate Commissioners Present:

Stephanie Moulton-Peters (as a voting member)
Roger Smith
Cathryn Hilliard

Marin LAFCo Staff Present:

Jason Fried, Executive Officer
Jeren Batchelder-Seibel, Deputy Executive Officer
Claire Devereux, Clerk/Jr. Policy Analyst

Marin LAFCo Counsel Present:

Malathy Subramanian

Commissioners Absent:

Dennis Rodoni
Steve Burdo

Alternate Members Absent:

Stephen Burke

AGENDA REVIEW

Chair Coler opened up the meeting for any comments regarding the Agenda. No comments were made.

PUBLIC OPEN TIME

Chair Coler opened the public open time.

Virginia Chang Kiraly, a Special District Commissioner for San Mateo LAFCo, presented on her background and expressed that she is running to be the Special District Member for the CALAFCO Coastal Region.

Seeing no other speakers Chair Coler closed public open time.

CONSENT CALENDAR ITEMS

1. Approval of Minutes for June 13, 2024, Regular Meeting
2. Commission Ratification of Payments from June 1, 2024, to July 31, 2024
3. Accept and File Marin LAFCo Audit for Fiscal Year 2022-2023 and Authorization of Audit for Fiscal Year 2023-2024

Approved: M/S by Commissioners Murray and Lucan to approve the Consent Calendar
Ayes: Commissioners Coler, Kious, Murray, Lucan, Chu, and Moulton-Peters
Nays:
Abstain:
Absent: Commissioner Burdo
Motion passes unanimously.

PUBLIC HEARING ITEMS

4. Approval of Resolution 24-03, Annexation of 2 Hansen Rd., Novato (146-061-14) into Novato Sanitary District. (LAFCo File #1384) with Waiver of Notice, Hearing, and Protest Proceedings and Finding it Exempt from CEQA pursuant to State CEQA Guidelines Section 15319

Jr. Policy Analyst Devereux presented the staff report.

Commissioner Murray asked what the identified emergency was for the Emergency Out of Service Agreement. Additionally asking about any comments from Novato Sanitary District.

EO Fried stated it was a failed septic, the emergency was dealt with and ratified at the last meeting. As stated in the staff report all agencies were notified and all were in support of or had no comment.

Chair Coler opened public comment seeing none closed public comment.

Approved: M/S by Commissioners Lucan and Kious to approve Resolution 24-03 Annexation of 2 Hansen Rd., Novato into Novato Sanitary District
Ayes: Commissioners Coler, Kious, Murray, Lucan, Chu, and Moulton-Peters
Nays:
Abstain:
Absent: Commissioner Burdo
Motion passes unanimously.

5. Approval of Multi-Regional Services Municipal Service Review

Alternate Commissioner Hilliard asked if there was a time to give input on the establishment for the SOI of Angel Island

DEO Seibel said time to have input is now. Restating that the intention of omitting Angel Island from the SOI is to express the commission's interest in collaborating with the agencies to try to find a more organized way to provide services than currently being done.

Commissioner Murray expressed formatting with page numbers for when the packet is physically printed out, additionally having red line edits provided.

Chair Coler opened public comment. Seeing no hands raised public comment was closed.

- a. Approval of Workplan From Report
- b. Adopt Resolution 24-04 Approving Final Draft of the Multi-Regional Services Municipal Service Review and Finding it Exempt from CEQA pursuant to State CEQA guidelines Section 15306, Class 6
- c. Adopt Resolution 24-05 Amending the Sphere of Influence of North Marin Water District and Finding it Exempt from CEQA pursuant to State CEQA Guidelines Section 15061(b)(3)
- d. Adopt Resolution 24-06 Reaffirming the Sphere of Influence of Marin County Open Space District and Finding it Exempt from CEQA pursuant to State CEQA Guidelines Section 15061(b)(3)

- e. Adopt Resolution 24-07 Reaffirming the Sphere of Influence of Marin Healthcare District and Finding it Exempt from CEQA pursuant to State CEQA Guidelines Section 15061(b)(3)
- f. Adopt Resolution 24-08 Reaffirming the Sphere of Influence of the Marin Municipal Water District and Finding it Exempt from CEQA pursuant to State CEQA Guidelines Section 15061(b)(3)
- g. Adopt Resolution 24-09 Establishing the Sphere of Influence of Marin County Service Area No. 31 and Finding it Exempt from CEQA pursuant to State CEQA Guidelines Section 15061(b)(3)

Approved: M/S by Commissioners Kious and Chu to approve the Multi-Regional Services Review with items a through g.

Ayes: Commissioners Coler, Kious, Murray, Lucan, Chu, and Moulton-Peters

Nays:

Abstain:

Absent: Commissioner Burdo

Motion passes unanimously.

BUSINESS ITEMS

- 6. Discussion and Possible Approval of Items Related to CALAFCO Annual Conference
 - a. Nomination to CALAFCO Board of Directors
 - b. Nominations for CALAFCO Annual Awards
 - c. Nominations of Marin LAFCo Voting Delegates to Annual Conference

EO Fried presented the staff report.

Commissioner Murray stated it is important for Marin LAFCo to be represented, and that he can attend if there is no other interest.

Chair Coler stated having Murray being the voting member and EO Fried be the alternate.

Chair Coler opened public comment. Seeing no one wishing to speak closed public comment.

Approved: M/S by Commissioners Lucan and Moulton-Peters to approve Commissioner Murray as the voting delegate and EO Fried as the alternate.

Ayes: Commissioners Coler, Kious, Murray, Lucan, Chu, and Moulton-Peters

Nays:

Abstain:

Absent: Commissioner Burdo

Motion passes unanimously.

- 7. Discussion and Possible Approval of the New Contract with Davis Farr for Auditing Services for FYE '25 Through FYE '29

EO Fried gave the staff report.

Commissioner Murray asked if it was a 3 or 5 yr max.

EO Fried stated that ideally, they would do 6-year agreements, but this round will be a five-year agreement.

Commissioner Smith inquired if there was any further review of the contract needed.

EO Fried stated the contract was created by our legal team, so it is not necessary at this time.

Chair Coler opened public comment. Seeing no member of the public present she closed public comment.

Legal Counsel Mala stated that there is a part of the contract that gives the commission the ability to terminate the contract giving 10 days' notice.

Approved: M/S by Commissioners Chu and Murray to approve the contract with Davis Farr.

Ayes: Commissioners Coler, Kious, Murray, Lucan, Chu, and Moulton-Peters

Nays:

Abstain:

Absent: Commissioner Burdo

Motion passes unanimously.

8. Discussion and Approval of Changes to the Policy Handbook

Commissioner Chu introduced the policy the item by stating there were some "clean-up items" in addition to more items of substance such as reserves and how the chair is appointed. You will see in the redlines the changes and discussions had.

Chair Coler stated a three-year term limit for the chair was brought up and that will be shown in the changes.

EO Fried gave the staff report. And stated that a change in policy edits from:

Original Edits:

Marin LAFCo authorizes the Executive Officer to approve a city, town, or special district's request to provide new or extended services outside their jurisdictional boundaries under this section if there is an existing or impending public health or safety emergency. **Prior to approval, the Executive Officer shall inform the Chair or the Vice-Chair of the emergency situation.** Marin LAFCo shall ratify the Executive Officer's determination at the next regularly scheduled meeting. **The Emergency service shall only be allowed for one year in order to give the needed time to either fix the emergency need and stop receiving the service or time to properly submit an application to LAFCo for annexation into the jurisdiction providing the service.**

New Edits:

Marin LAFCo authorizes the Executive Officer to approve a city, town, or special district's request to provide new or extended services outside their jurisdictional boundaries under this section if there is an existing or impending public health or safety emergency. **Prior to approval, the Executive Officer shall inform the Chair (or the Vice-Chair if the Chair is not available) of the emergency situation.** Marin LAFCo shall ratify the Executive Officer's determination at the next regularly scheduled meeting. **The Emergency service shall only be allowed for one year in order to give the needed time to either fix the emergency need and stop receiving the service or time to properly submit an application to LAFCo for annexation into the jurisdiction providing the service.**

Alternate Commissioner Smith inquired on the legal reserve and asked if \$50,000 is enough.

Fried stated that the number is based on how much we have spent on legal counsel in the past and came to this number based on the usual amount spent and the years where more was spent than the average.

Commissioner Chu closed by saying this was a review of the policy handbook and that the committee will be meeting again to discuss the personnel handbook and expressed gratitude to Commissioners Lucan and Coler.

Chair Coler opened public comment seeing no members of the public present, public comment was closed.

Approved: M/S by Commissioners Lucan and Chu to approve changes to the policy handbook in addition to the one change communicated by staff

Ayes: Commissioners Coler, Kious, Murray, Lucan, Chu, and Moulton-Peters

Nays:

Abstain:

Absent: Commissioner Burdo

Motion passes unanimously.

EXECUTIVE OFFICER REPORT (discussion and possible action)

a) Budget Update FY 2023-2024 and 2024-2025

EO Fried presented the staff report.

Commissioner Chu asked if one-time payments can be put in as one-time payments in that month, so variations aren't tracked throughout the year.

EO Fried stated that he can talk to the bookkeeper.

b) Current and Pending Proposals

EO Fried gave the staff report.

c) Marin LAFCo Work Plan

EO Fried gave the staff report.

COMMISSIONER ANNOUNCEMENTS AND REQUESTS

Chair Coler adjourned the meeting at 7:19 P.M.

ADJOURNMENT TO NEXT MEETING

Thursday, October 10th, 2024

Marin Wildfire Prevention Authority

Claire Devereux

Attest: Claire Devereux
Clerk/Junior Analyst

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Marin Local Agency Formation Commission

Regional Service Planning | Subdivision of the State of California

AGENDA REPORT
October 10, 2024
Item No. 2 (Consent Item)

TO: Local Agency Formation Commission
FROM: Jason Fried, Executive Officer
SUBJECT: Commission Ratification of Payments from August 1, 2024, to September 30, 2024.

Background

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

The following item is presented for the Commission to consider the ratification of all payments made by the Executive Officer between August 1, 2024, to September 30, 2024, totaling \$118,853.38. 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, 2024, to September 30, 2024, as shown in the attachment.
2. Alternate Option - Continue consideration of the item at the next regular meeting and provide directions 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 to September 30

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

Dennis Rodoni, Vice-Chair
County of Marin
Eric Lucan, Regular
County of Marin
Stephanie Moulton-Peters, Alternate
County of Marin

Barbara Coler, Chair
Town of Fairfax
Steve Burdo, Regular
Town of San Anselmo
Stephen Burke, Alternate
City of Mill Valley

Lew Kious, Regular
Almonte Sanitary District
Craig Murray, Regular
Las Gallinas Valley Sanitary District
Cathryn Hilliard, Alternate
Southern Marin Fire Protection District

Larry Chu, Regular
Public Member
Roger Smith, Alternate
Public Member

Marin Local Agency Formation Commission
Expenses by Vendor Detail
August through September 2024

09/30/24

Accrual Basis

Type	Date	Num	Memo	Account	Amount	Balance
Cardmember Services						
Credit Card Charge	08/18/2024		adobe	20 · IT & Communic...	71.97	71.97
Credit Card Charge	08/18/2024		mac tech	20 · IT & Communic...	1,013.70	1,085.67
Credit Card Charge	08/18/2024		marin ij	50 · Office Supplies ...	17.78	1,103.45
Credit Card Charge	08/18/2024		streamline	20 · IT & Communic...	126.00	1,229.45
Credit Card Charge	08/18/2024		zoom	20 · IT & Communic...	15.99	1,245.44
Credit Card Charge	08/18/2024		dine in mulber...	50 · Office Supplies ...	59.35	1,304.79
Credit Card Charge	08/18/2024		krieger	25 · Legal Services	3,251.60	4,556.39
Credit Card Charge	08/18/2024		verizon	20 · IT & Communic...	105.82	4,662.21
Credit Card Charge	08/18/2024		calafco	10 · Conferences	800.00	5,462.21
Credit Card Charge	08/18/2024		comcast	20 · IT & Communic...	130.02	5,592.23
Credit Card Charge	09/18/2024		adobe	20 · IT & Communic...	71.97	5,664.20
Credit Card Charge	09/18/2024		mac tech	20 · IT & Communic...	1,013.70	6,677.90
Credit Card Charge	09/18/2024		marin ij	50 · Office Supplies ...	17.78	6,695.68
Credit Card Charge	09/18/2024		streamline	20 · IT & Communic...	126.00	6,821.68
Credit Card Charge	09/18/2024		zoom	20 · IT & Communic...	15.99	6,837.67
Credit Card Charge	09/18/2024		refresh water	50 · Office Supplies ...	53.24	6,890.91
Credit Card Charge	09/18/2024		krieger	25 · Legal Services	2,059.20	8,950.11
Credit Card Charge	09/18/2024		verizon	20 · IT & Communic...	105.82	9,055.93
Credit Card Charge	09/18/2024		tenaya lodging	10 · Conferences	20.75	9,076.68
Credit Card Charge	09/18/2024		comcast	20 · IT & Communic...	130.02	9,206.70
Total Cardmember Services					9,206.70	9,206.70
CHU, LAURENCE						
Check	08/20/2024	21058	June 2024 Po...	05 · Commissioner ...	250.00	250.00
Total CHU, LAURENCE					250.00	250.00
Cinquini & Passarino Inc						
Check	09/10/2024	21064	Invoice # 11586	55 · Professional Se...	1,200.00	1,200.00
Total Cinquini & Passarino Inc					1,200.00	1,200.00
Coler, Barbara						
Check	08/20/2024	21053	June 2024 Po...	05 · Commissioner ...	250.00	250.00
Total Coler, Barbara					250.00	250.00
COMMUNITY MEDIA CENTER OF MARIN						
Check	09/24/2024	21066	Invoice # 190...	55 · Professional Se...	279.00	279.00
Total COMMUNITY MEDIA CENTER OF MARIN					279.00	279.00
CONNECT YOUR CARE						
Check	08/20/2024	eft	COBRA ADMIN	126 · Health Insuran...	1.11	1.11
Check	09/26/2024	eft	COBRA ADMIN	126 · Health Insuran...	1.11	2.22
Total CONNECT YOUR CARE					2.22	2.22
Davis Farr LLP						
Check	08/20/2024	21052	Invoice # 1865	55 · Professional Se...	2,000.00	2,000.00
Total Davis Farr LLP					2,000.00	2,000.00
Delta Dental of California						
Check	08/14/2024	eft		122 · Dental Insuran...	72.63	72.63
Check	08/27/2024	eft		122 · Dental Insuran...	72.63	145.26
Check	09/25/2024	eft		122 · Dental Insuran...	145.26	290.52
Total Delta Dental of California					290.52	290.52
Hilliard, Cathryn						
Check	08/20/2024	21060	Aug 2024 Co...	05 · Commissioner ...	250.00	250.00
Total Hilliard, Cathryn					250.00	250.00
Indoff Incorporated						
Check	09/03/2024	21062	Invoice #3747...	50 · Office Supplies ...	420.47	420.47
Total Indoff Incorporated					420.47	420.47

Marin Local Agency Formation Commission
Expenses by Vendor Detail
 August through September 2024

09/30/24

Accrual Basis

Type	Date	Num	Memo	Account	Amount	Balance
Kaiser Foundation Health Plan						
Check	08/14/2024	eft		126 · Health Insuran...	474.40	474.40
Check	09/03/2024	eft		126 · Health Insuran...	474.40	948.80
Check	09/25/2024	eft		126 · Health Insuran...	948.80	1,897.60
Total Kaiser Foundation Health Plan					1,897.60	1,897.60
KIOUS, LEWIS						
Check	08/20/2024	21056	Aug 2024 Co...	05 · Commissioner ...	125.00	125.00
Total KIOUS, LEWIS					125.00	125.00
LUCAN, ERIC						
Check	08/20/2024	21057	Aug 2024 Co...	05 · Commissioner ...	125.00	125.00
Total LUCAN, ERIC					125.00	125.00
Moulton-Peters, Stephanie						
Check	08/20/2024	21059	Aug 2024 Co...	05 · Commissioner ...	125.00	125.00
Total Moulton-Peters, Stephanie					125.00	125.00
MURRAY, CRAIG K						
Check	08/20/2024	21054	Aug 2024 Co...	05 · Commissioner ...	125.00	125.00
Total MURRAY, CRAIG K					125.00	125.00
PAYCHEX						
Check	08/02/2024	eft		35 · Misc Services	85.17	85.17
Check	08/16/2024	eft		35 · Misc Services	76.45	161.62
Check	08/30/2024	eft		35 · Misc Services	76.45	238.07
Check	09/13/2024	eft		35 · Misc Services	76.45	314.52
Check	09/27/2024	eft		35 · Misc Services	76.45	390.97
Total PAYCHEX					390.97	390.97
PAYROLL						
Check	08/02/2024	eft	7/7-7/20/24	105 · Sal - Regular ...	14,494.69	14,494.69
Check	08/02/2024	eft	7/7-7/20/24	124 · Auto Allowance	350.00	14,844.69
Check	08/02/2024	eft	7/7-7/20/24	125 · Unused Fringe...	100.00	14,944.69
Check	08/02/2024	eft	7/7-7/20/24	131 · Co Ret Cont Ti...	2,053.89	16,998.58
Check	08/16/2024	eft	7/21-8/3/24	105 · Sal - Regular ...	14,494.69	31,493.27
Check	08/16/2024	eft	7/21-8/3/24	124 · Auto Allowance	0.00	31,493.27
Check	08/16/2024	eft	7/21-8/3/24	125 · Unused Fringe...	100.00	31,593.27
Check	08/16/2024	eft	7/21-8/3/24	131 · Co Ret Cont Ti...	2,053.89	33,647.16
Check	08/30/2024	eft	8/4-8/17/24	105 · Sal - Regular ...	14,494.69	48,141.85
Check	08/30/2024	eft	8/4-8/17/24	124 · Auto Allowance	0.00	48,141.85
Check	08/30/2024	eft	8/4-8/17/24	125 · Unused Fringe...	100.00	48,241.85
Check	08/30/2024	eft	8/4-8/17/24	131 · Co Ret Cont Ti...	2,053.89	50,295.74
Check	09/13/2024	eft	8/18-8/31/24	105 · Sal - Regular ...	14,494.69	64,790.43
Check	09/13/2024	eft	8/18-8/31/24	124 · Auto Allowance	350.00	65,140.43
Check	09/13/2024	eft	8/18-8/31/24	125 · Unused Fringe...	100.00	65,240.43
Check	09/13/2024	eft	8/18-8/31/24	131 · Co Ret Cont Ti...	2,053.89	67,294.32
Check	09/27/2024	eft	9/1-9/14/24	105 · Sal - Regular ...	14,494.69	81,789.01
Check	09/27/2024	eft	9/1-9/14/24	124 · Auto Allowance	0.00	81,789.01
Check	09/27/2024	eft	9/1-9/14/24	125 · Unused Fringe...	100.00	81,889.01
Check	09/27/2024	eft	9/1-9/14/24	131 · Co Ret Cont Ti...	2,053.89	83,942.90
Total PAYROLL					83,942.90	83,942.90
PAYROLL TAXES						
Check	08/02/2024	eft	7/7-7/20/24	111 · Medicare Tax	217.33	217.33
Check	08/16/2024	eft	7/21-8/3/24	111 · Medicare Tax	212.26	429.59
Check	08/30/2024	eft	8/4-8/27/24	111 · Medicare Tax	212.26	641.85
Check	09/13/2024	eft	8/18-8/31/24	111 · Medicare Tax	217.33	859.18
Check	09/27/2024	eft	9/1-9/14/24	111 · Medicare Tax	212.26	1,071.44
Total PAYROLL TAXES					1,071.44	1,071.44

**Marin Local Agency Formation Commission
Expenses by Vendor Detail
August through September 2024**

09/30/24

Accrual Basis

Type	Date	Num	Memo	Account	Amount	Balance
SCHIFFMANN, ALYSSA						
Check	08/01/2024	21049	Invoice # 258	55 · Professional Se...	607.00	607.00
Total SCHIFFMANN, ALYSSA					607.00	607.00
SECURITY MORTGAGE GROUP 2						
Check	08/01/2024	21048	Aug 2024 Rent	45 · Office Lease/Rent	3,074.00	3,074.00
Check	09/03/2024	21061	Sept 2024 Rent	45 · Office Lease/Rent	3,074.00	6,148.00
Total SECURITY MORTGAGE GROUP 2					6,148.00	6,148.00
SMITH, ROGER						
Check	08/20/2024	21055	Aug 2024 Co...	05 · Commissioner ...	125.00	125.00
Total SMITH, ROGER					125.00	125.00
Teamsters Local 856 Health & Welfare						
Check	08/12/2024	eft		126 · Health Insuran...	944.08	944.08
Check	09/10/2024	eft		126 · Health Insuran...	944.08	1,888.16
Check	09/12/2024	eft		126 · Health Insuran...	944.08	2,832.24
Total Teamsters Local 856 Health & Welfare					2,832.24	2,832.24
The Hartford						
Check	08/01/2024	eft		121 · Life Insurance	89.78	89.78
Check	09/12/2024	eft		121 · Life Insurance	89.78	179.56
Total The Hartford					179.56	179.56
VSP						
Check	08/05/2024	eft		123 · Vision Service ...	4.88	4.88
Check	09/05/2024	eft		123 · Vision Service ...	4.88	9.76
Total VSP					9.76	9.76
TOTAL					111,853.38	111,853.38



Marin Local Agency Formation Commission

Regional Service Planning | Subdivision of the State of California

AGENDA REPORT
October 10, 2024
Item No. 3 (Business)

TO: Local Agency Formation Commission
FROM: Jason Fried, Executive Officer
(On behalf of Chair Chu, and Committee Members Coler and Lucan)
SUBJECT: Discussion and Possible Changes To the Policy Handbook

Background

On August 26, 2024, the Policy and Personnel Committee met to review and make recommendations for changes to the current Policy Handbook. On December 10, 2020, the Commission approved our first independent Personnel Handbook. This will be the first review of the Personnel Handbook since it was approved almost 4 years ago. This handbook was created by using a template handbook created by Liebert Cassidy Whitmore (LCW) who had been doing HR-related legal work for us at the time. Due to staff changes at LCW, we are not currently using them and instead using BBK to handle our HR legal questions. Staff had BBK review the handbook in order to update it to cover changes that have occurred in Federal and State laws and make any other suggested edits. The vast majority of the changes in the attached handbook come from BBK and can be broken down into two main groups. One group is simply updates to cover changes in the laws. The second group are places where we can shorten the handbook up to make it easier to follow which should lead to less time needed to update in the future. The Committee went along with all suggested changes made by BBK. These sections are 2.4-2.5 (combine and shorten); 2.6-2.7 (combine and shorten); 4.1f.1(b); 6.1c; 7.1(b); 8.3; 8.5d; 9.1g; 10.1b(e); 10.1d(a); 10.1d(k); 11.1 (b) and (c); 12.2; and 12.4d.

Attached is a redline edit of all suggested edits to the handbook which is then followed by new policies being suggested by the Committee. Should the full Commission end up approving a new policy staff will find the appropriate place in the handbook to place new policies and deal with any edits needed due to changes.

In addition the committee discussed two additional items. The first item was to update Section 8.1f which pertains to what holidays the Commission recognizes, which means the office is closed. The County last year updated its holiday schedule by adding in both Cesar Chavez Day (March 31) and Juneteenth (June 19) as holidays. In addition, Marin County stopped giving a half day off prior to the end of the year's holidays. The committee is suggesting that we update our policy handbook to add in both holidays and eliminate the ½ day staff gets prior to Christmas.

The second item was to create a new section for remote work. While the Commission has authorized a hybrid work schedule for employees, we have never had a formal policy. Staff presented several policies other LAFCos and agencies in Marin used and the attached new policy covers the items mentioned by the Committee.

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Almonte Sanitary District
Craig Murray, Regular
Cathryn Hilliard, Alternate

Larry Chu, Regular
Public Member
Roger Smith, Alternate
Public Member

Staff Recommendation for Action

1. Staff Recommendation – Accept edits made by legal counsel and staff with any modifications as desired by the Committee for the full Commission to review and approve.
2. Alternate Option 1 – Continue this item to a future Committee meeting for further review.
3. Alternate Option 2 – Decide to make no changes to the Personnel Handbook and keep it as is with no further action.

Attachment:

1. Marin LAFCo Personnel Handbook with suggested redlining edits
2. New remote work policy

MARIN LOCAL AGENCY FORMATION COMMISSION



PERSONNEL HANDBOOK

ADOPTED
DECEMBER 2020

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Chapter 1 - Introduction and General Information Policies

1.1 Effect and Applicability of Personnel Policies

1.1a No Contract Right; LAFCo Discretion to Modify These Policies

These Personnel Policies (“Policies”) do not create any contract right, or any express or implied contract of employment. The Marin Local Agency Formation Commission (LAFCo) retains the full discretion to modify these Policies at any time in accordance with law.

1.1b Applicability of Policies

These Policies apply to all categories of employees of the LAFCo unless a specific section or provision excludes them. Independent contractors, volunteers, and Commissioners are not employees.

1.1c Conflict Between These Policies and Contracts for Employment

The LAFCo may, from time to time, enter into contracts with employees or contractors for specified services, such as the services of an Executive Officer. If a provision of these Policies conflicts with any provision of a valid employment agreement between the LAFCo and an employee or other contract worker, the provision of the agreement that is in conflict with these rules shall apply. The LAFCo is not otherwise bound by employment agreements, collective bargaining agreements, or other personnel rules applicable to agencies within its jurisdiction.

1.1d Employee Acceptance of Policies and Revisions to Policies

As a condition of employment, all employees are required to read and request necessary clarification of these Policies. Each employee is required to sign a statement of receipt acknowledging that: a) he or she has received a copy or has been provided access to the Policies; and b) understands that he or she is responsible to read and become familiar with the contents and any revisions to the Policies.

1.2 Delegation of Authority

1.2a Delegation of Appointing and Personnel Authority to Executive Officer

The LAFCo Board delegates to the Executive Officer, the authority to authorize employment, establish job responsibilities, and perform other personnel actions as to all subordinate employees in accordance with all federal and state laws and regulations and these Policies.

1.2b Retention of Personnel Authority as to Certain Personnel

As to those elected officials, or employees who directly report to the Commission Board, if any, the Commission Board retains all authority over all personnel actions as authorized by law and these Policies.

1.3 Categories of Employees and Non-Employees

1.3a At-Will Employee

An at-will employee is one who serves at the pleasure of the appointing authority, has no property right in continued employment, and has no right to any pre- or post-disciplinary procedural due process or evidentiary appeal. At-will employees include any of the following:

- (a) Executive Officer
- (b) General Counsel
- (c) Special Legal Counsels
- (d) Employees whose positions are funded under a state or federal employment program
- (e) Employees designated as temporary/ seasonal or extra-help, limited-term, etc.
- (f) Probationary employees

1.3b Probationary Employee

A probationary employee is one who is serving a probationary period at either: the outset of initial employment with LAFCo; or at the outset of a promotion to a higher classification. During the initial probationary period (whether upon initial hire or promotion), a probationary employee serves at the pleasure of the appointing authority, has no property right in continued employment, and has no right to any pre- or post-disciplinary procedural due process or evidentiary appeal. A probationary employee serving in the initial probationary period is an at-will employee.

1.3c For-Cause Employee

A for-cause employee is one who has satisfactorily completed the initial probationary period and cannot be disciplined except when LAFCo has cause to do so. A for-cause employee has a property right in continued employment, and has the right to pre- and post-disciplinary procedural due process and an evidentiary appeal for certain types of disciplinary actions that result in a significant deprivation of property.

1.3d Full or Part-Time Employee

A full-time employee is one whose position is budgeted to work at least 40 hours per week. Full-time employees receive all benefits provided in these Policies, unless otherwise provided in an MOU, or an employment agreement approved by LAFCo. A part-time employee is one whose position is budgeted to work less than 40 hours per week. Part-time employees may

have different rights to leave and other benefits under the law or these Policies, depending on the number of hours they work.

1.3e Temporary / Seasonal /Extra-Help Employee

A temporary/ seasonal or extra-help employee is an at-will employee who is appointed other than from an eligible list for a short term or seasonal basis, not to exceed six months. A temporary/ seasonal or extra-help employee serves at-will and at the pleasure of the appointing authority, has no property right in continued employment, and has no right to any pre- or post-disciplinary procedural due process or evidentiary appeal.

1.3f Volunteer

A volunteer is not an employee, but instead is an individual who provides services to the Agency for civic or philanthropic reasons and receives no compensation or benefits other than nominal fees and reimbursement of expenses. A volunteer serves at-will and at the pleasure of the appointing authority, has no property right in continued employment, and has no right to any pre- or post-disciplinary procedural due process or evidentiary appeal.

1.3g Independent Contractor

An independent contractor is not an employee and serves solely pursuant to a contract that has been formed and approved as required by LAFCo purchasing policies and procedures. An independent contractor cannot be used to perform any part of the LAFCo regular and customary work.

1.3h Regular Employee Status

As used in these policies, “regular employee” means a non-elected individual who has been appointed to a regularly allocated position. Regular employees may be full or part-time employees, but do not include probationary or temporary/seasonal/extra-help employees, volunteers, or independent contractors.

Chapter 2 Equal Employment Opportunity

2.1 Equal Employment Opportunity Policy

LAFCo affords equal employment opportunity for all qualified employees and applicants as to all terms of employment, including compensation, hiring, training, promotion, transfer, discipline and termination. LAFCo prohibits discrimination against employees or applicants for employment on the basis of race (including protective hairstyles traditionally associated with race, such as locks, braids and twists), religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (40 and over), sexual orientation, or military and veteran status or any other basis protected by law. (Gov. Code § 12940(a).) Employees, volunteers, or applicants who believe they have experienced any form of employment discrimination ~~or abusive conduct~~ are encouraged to report the conduct immediately by using the complaint procedures provided in these Policies, or by contacting the U.S. Equal Employment Opportunity Commission, or the California Civil Rights Department ~~of Fair Employment and Housing~~.

2.2 Policy Against Discrimination, Harassment and Retaliation; Complaint Procedure

2.2a Purpose

LAFCo has a strong commitment to prohibiting and preventing discrimination, harassment and retaliation in the workplace. LAFCo has zero tolerance for any conduct that violates this Policy. Conduct need not arise to the level of a violation of state or federal law to violate this Policy. Instead, a single act can violate this Policy and provide grounds for discipline or other appropriate sanctions. This Policy establishes a complaint procedure for investigating and resolving internal complaints of discrimination, harassment and retaliation. LAFCo encourages all covered individuals to report any conduct they believe violates this Policy as soon as possible. Any retaliation against an employee because they filed or supported a complaint or because they participated in the complaint resolution process is prohibited. Individuals found to have retaliated in violation of this Policy will be subject to appropriate sanction or disciplinary action, up to and including termination.

2.2a.1 Covered Individuals and Scope of Policy

The individuals covered by this Policy are: applicants, employees regardless of rank or title, ~~elected or appointed officials~~, interns, volunteers, and contractors. This Policy applies to all terms and conditions of employment, internships, and volunteer opportunities, including, but not limited to, selection, hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, compensation, and training.

2.3 Definitions

2.3a Protected Classification

This Policy prohibits harassment, discrimination or retaliation because of an individual's protected classification. "Protected Classification" includes race (including protective hairstyles traditionally associated with race, such as locks, braids and twists), religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (40 and over), sexual orientation, or military and veteran status, or any other basis protected by law. (Gov. Code § 12940(a).) This Policy prohibits discrimination, harassment or retaliation because: 1) of an individual's protected classification; 2) the perception that an individual has a protected classification; or 3) the individual associates with a person who has or is perceived to have a protected classification.

2.3b Protected Activity

This Policy prohibits discrimination, harassment, or retaliation because of an individual's protected activity. Protected activity includes: making a request for an accommodation for a disability; making a request for accommodation for religious beliefs; making a complaint under this Policy; opposing violations of this Policy; or participating in an investigation under this Policy.

2.3c Discrimination

This Policy prohibits treating covered individuals differently and adversely because of the individual's protected classification, actual or perceived; because the individual associates with a person who is member of a protected classification, actual or perceived; or because the individual participates in a protected activity as defined in this Policy. (Gov. Code § 12926(o).)

2.3d Harassment

Harassment includes, but is not limited to, the following types of behavior that are taken because of a person's actual or perceived protected classification:

- (a) Speech, such as epithets, derogatory comments or slurs, and propositioning on the basis of a protected classification. This includes inappropriate comments about appearance, dress, physical features, gender identification, or race-oriented stories and jokes.
- (b) Physical acts, such as assault, impeding or blocking movement, offensive touching, or physical interference with normal work or movement. This includes pinching, grabbing, patting, or making explicit or implied job threats or promises in return for submission to physical acts.
- (c) Visual acts, such as derogatory posters, cartoons, emails, pictures or drawings related to a protected classification.

- (d) Unwanted sexual advances, requests for sexual favors and other acts of a sexual nature, where submission is made a term or condition of employment, where submission to or rejection of the conduct is used as the basis for employment decisions, or where the conduct is intended to or actually does unreasonably interfere with an individual's work performance or create an intimidating, hostile, or offensive working environment. (Gov. Code §12940(j); 2 Cal.Code Regs § 11091(b)(1).)

2.3d.1 Guidelines for Identifying Harassment

Harassment includes any conduct which would be unwelcome or unwanted to an individual of the recipient's same protected classification. The following guidelines to determine if conduct is unwelcomed or unwanted should be followed:

- (a) It is no defense that the recipient "appears" to have consented to the conduct at issue by failing to protest about the conduct. A recipient may not protest for many legitimate reasons, including the need to avoid being insubordinate or to avoid being ostracized or subjected to retaliation.
- (b) Simply because no one has complained about a joke, gesture, picture, physical contact, or comment does not mean that the conduct is welcome. Harassment can evolve over time. Small, isolated incidents might be tolerated up to a point. The fact that no one has yet complained does not preclude someone from complaining if the conduct is repeated in the future.
- (c) Even visual, verbal, or physical conduct between two people who appear to welcome the conduct can constitute harassment of a third person who witnesses the conduct or learns about the conduct later. Conduct can constitute harassment even if it is not explicitly or specifically directed at a particular individual.
- (d) Conduct can constitute harassment even if the individual has no intention to harass. Even well-intentioned conduct can violate this Policy if the conduct is directed at, or implicates a protected classification, and if an individual would find it offensive (e.g., gifts, over-attention, endearing nicknames, hugs).

2.3e Retaliation

Retaliation occurs when adverse conduct is taken against a covered individual because of the individual's protected activity as defined in this Policy. "Adverse conduct" may include but is not limited to: disciplinary action, counseling, taking sides because an individual has reported harassment or discrimination; spreading rumors about a complainant or about someone who supports or assists the complainant; shunning or avoiding an individual who reports harassment or discrimination; or making real or implied threats of intimidation to prevent or deter an individual from reporting harassment or discrimination.

2.3f Complaint Procedure

A covered individual who believes he or she has been subjected to discrimination, harassment or retaliation may make a complaint -- orally or in writing -- to any supervisor, manager, or department head, without regard to any chain of command. Any supervisory or management employee who receives a harassment complaint should immediately notify the Executive Officer. Upon receiving notification of a harassment complaint, the Executive Officer will complete and/or delegate the following steps. If the Executive Officer is accused, or a witness to the events at issue, an individual with higher authority will complete and/or delegate the following steps.

- (a) Authorize and supervise the investigation of the complaint and/or investigate the complaint. The investigation will usually include interviews with: 1) the complainant; 2) the accused; and 3) other persons who have relevant knowledge concerning the allegations in the complaint.
- (b) Review the factual information gathered through the investigation to determine whether the alleged conduct violates the Policy giving consideration to all factual information, the totality of the circumstances, including the nature of the conduct, and the context in which the alleged incidents occurred.
- (c) Report a summary of the determination as to whether this Policy has been violated to appropriate persons. If discipline or sanctions are imposed, the level of discipline or sanctions will not be communicated to the complainant.

(d) After completion of the investigation, LAFCo will communicate in writing the confidential findings only (i.e., "sustained" or "not sustained") to the complainant, the alleged harasser, and members of management with a legitimate need to know.

~~(d)~~(e) _____ If conduct in violation of this Policy occurred, take or recommend to the appointing authority prompt and effective remedial action. The remedial action will be commensurate with the severity of the offense.

~~(e)~~(f) _____ Take reasonable steps to protect the complainant from further harassment, discrimination or retaliation.

2.3f.1 Proactive Approach

LAFCo takes a proactive approach to potential Policy violations and will conduct an investigation if its supervisory or management employees become aware that harassment, discrimination or retaliation may be occurring, regardless of whether the recipient or third party reports a potential violation.

2.3g Option to Report to Outside Administrative Agencies

An individual has the option to report harassment, discrimination or retaliation to the U.S. Equal Employment Opportunity Commission (EEOC) or the California Civil Rights Department ~~of Fair Employment and Housing (DFEH)~~. These administrative agencies offer legal remedies and a complaint process. The nearest offices are listed on the Internet, in the government section of the telephone book or employees can check the posters that are located and hanging in the copy room for office locations and telephone numbers.

2.3h Confidentiality

Every effort will be made to assure the confidentiality of complaints made under this Policy to the greatest extent allowed by law. Complete confidentiality cannot occur, however, due to the need to fully investigate and the duty to take effective remedial action. An employee who is interviewed during the course of an investigation is prohibited from attempting to influence any potential witness while the investigation is ongoing. An employee may discuss his or her interview with a designated representative. LAFCo will not disclose a completed investigation report except as it deems necessary to support a disciplinary action, ~~to take remedial action,~~ to defend itself in adversarial proceedings, or to comply with the law or court order.

2.3i Responsibilities

(a) Each non-manager or non-supervisor is responsible for:

- 1) Treating all individuals in the workplace or on worksites with respect and consideration.
- 2) Modeling behavior that conforms to this Policy.
- 3) Participating in periodic training. All employees are required to periodically complete training on preventing sexual harassment in the workplace at least once every two years. While LAFCo will provide employees with the training module to complete, employees can also access training and materials through the Civil Rights Department's website at: <https://www.crd.ca.gov/shpt/>.
- 4) Cooperating with LAFCo investigations pursuant to this Policy by responding fully and truthfully to all questions posed during the investigation.
- 5) Taking no actions to influence any potential witness while the investigation is ongoing.
- 6) Reporting any act he or she believes in good faith constitutes harassment, discrimination or retaliation as defined in this Policy, to his or her immediate supervisor.

- (b) In addition to the responsibilities listed above, each manager and supervisor is responsible for:
- 1) Informing employees of this Policy.
 - 2) Taking all steps necessary to prevent harassment, discrimination and, retaliation from occurring, including monitoring the work environment and taking immediate appropriate action to stop potential violations, such as removing inappropriate pictures or correcting inappropriate language.
 - 3) Receiving complaints in a fair and serious manner, and documenting steps taken to resolve complaints.
 - 4) Following up with those who have complained to ensure that the behavior has stopped and that there are no reprisals.
 - 5) Informing those who complain of harassment or discrimination of his or her option to contact the EEOC or ~~DFEH-CRD~~ regarding alleged Policy violations.
 - 6) Assisting, advising, or consulting with employees and the Executive Officer regarding this Policy.
 - 7) Assisting in the investigation of complaints involving employee(s) in their departments and, when appropriate, if the complaint is substantiated, recommending appropriate corrective or disciplinary action in accordance with these Policies, up to and including termination.
 - 8) Implementing appropriate disciplinary and remedial actions.
 - 9) Reporting potential violations of this Policy of which he or she becomes aware to the Executive Officer, regardless of whether a complaint has been submitted.
 - 10) Participating in periodic training and scheduling employees for training.

2.4 Reasonable Accommodation and Interactive Process

~~2.4a Reasonable Accommodation~~

Absent undue hardship or direct threats to the health and safety of employee(s), LAFCo provides employment-related reasonable accommodations to:

- (a) qualified individuals with disabilities, both applicants and employees, to enable them to perform essential job functions (Gov. Code § 12940(m)); and

- (b) employees with conditions related to pregnancy, childbirth, or a related medical condition, if she so requests, and with the advice of her health care provider (Gov. Code § 12945(3)(A)); and
- (c) employee victims of domestic violence, sexual assault, or stalking to promote the safety of the employee victim while at work (Labor Code § 230(f)(4)); and
- (d) employees who request reasonable accommodation to address a conflict between religious belief or observance and any employment requirement (Gov. Code § 12940(l)).

LAFCo is committed to complying with all laws protecting qualified individuals with disabilities, as well as employees' religious beliefs and observances. This policy extends to all aspects of LAFCo's employment practices, including but not limited to, recruiting, hiring, discipline, termination, promotions, transfers, compensation, benefits, training, leaves of absence, and other terms and conditions of employment. LAFCo will provide a reasonable accommodation for any known physical or mental disability of a qualified individual and/or employees' religious beliefs and observances, provided the requested accommodation does not create an undue hardship for LAFCo and/or does not pose a direct threat to the health or safety of others in the workplace and/or to the individual.

If you require an accommodation to perform the essential functions of your job and/or for your religious beliefs or observances, you must notify the Executive Officer. Once LAFCo is aware of the need for an accommodation, LAFCo will engage in an interactive process to identify possible accommodations. You may be asked to provide medical documentation. While LAFCo will consider any and all requests you may make, LAFCo retains the discretion as to what, if any, accommodation to provide. Available accommodations will be impacted by the size of LAFCo and the availability of alternate work.

2.5 — Supporting Documentation or Certification

2.5a — Reasonable Medical Documentation of Disability

~~If the disability or the need for reasonable accommodation is not obvious, LAFCo may require the individual to provide reasonable medical documentation confirming the existence of the disability and the need for reasonable accommodation, along with the name and credentials of the individual's health care provider. If the individual provides insufficient documentation, the agency will: 1) explain the insufficiency; 2) allow the employee or applicant to supplement the documentation; and 3) pursue the interactive process only to the extent that the request for reasonable accommodation is supported by the medical documentation provided. (2 Cal.Code Regs § 11069(c)(2) & (d).)~~

2.5b — Medical Certification Indicating the Need for a Reasonable Accommodation or Transfer Due to Pregnancy or Related Conditions

~~If a pregnant employee, or an employee with a pregnancy-related condition, requests a reasonable accommodation or transfer due to pregnancy, LAFCo will provide the employee with notice of the need for a medical certification within two business days after the employee's request for accommodation. A medical certification confirming the need for a reasonable accommodation, including transfer, is sufficient if it contains: a description of the requested accommodation or transfer; a statement describing the medical advisability of the accommodation or transfer due to pregnancy; and the date that the need for the accommodation or transfer will become necessary and the estimated duration of the accommodation or transfer. (2 Cal.Code Regs § 11050(b)(3).)~~

~~2.5c — Certification of Victim Status~~

~~An employee who is a victim of domestic violence, sexual assault, or stalking and who requests an accommodation to provide for his or her safety while at work must provide both of the following:~~

- ~~(a) a written statement signed by the employee or an individual acting on the employee's behalf, to certify that the accommodation is to address victim safety concerns while at work; and~~
- ~~(b) a certification demonstrating the employee's status as a victim of domestic violence, sexual assault, or stalking, which can be in the form of: a police report indicating the employee's victim status; a court order separating the perpetrator from the employee or that the employee has appeared in court for that purpose; or documentation from a medical professional or counselor that the employee is undergoing treatment for physical or mental injuries or abuse resulting from an act of domestic violence, sexual assault, or stalking. (Labor Code § 230(f)(7).)~~

2.6 *Fitness for Duty Examinations*

Fitness for duty examinations may be conducted of applicants and employees by appropriate medical professionals selected by LAFCo where warranted under applicable law and supported by LAFCo's legitimate business needs.

~~2.6a — Applicants~~

~~After a conditional offer of employment has been extended to an applicant, LAFCo may require the applicant to submit to a fitness for duty examination that is job-related; necessary for efficient operations of the agency; and required of all applicants for the job classification. (Gov. Code § 12940(e) & (f).) An applicant or employee who is required to pass a medical and/or psychological examination will be notified of his/her right to obtain a second opinion at his/her expense and that he/she may submit such second opinions for consideration. (2 Cal.Code Regs § 11071(b)(2).)~~

~~2.6b — Current Employee~~

~~The Executive Officer may require an employee to submit to a fitness for duty examination to determine if the employee has a disability and is able to perform the essential functions of his or her job when there is significant evidence that:~~

- ~~(a) the employee's ability to perform one or more essential functions of his or her job has declined; or~~
- ~~(b) could cause a reasonable person to question whether an employee is still capable of performing one or more of his or her essential job duties or is still capable of performing those duties in a manner that does not harm him or herself or others. (Gov. Code § 12940(e) & (f).)~~

2.6c — Role of Health Care Provider

~~LAFCo may request the applicant's or employee's health care provider to conduct a fitness for duty exam on the applicant or employee or may request a LAFCo selected health care provider to do so at the LAFCo's expense. LAFCo will allow an employee paid time off to attend the exam. LAFCo will provide the health care provider with a letter requesting a fitness for duty examination and a written description of the essential functions of the job. The examination will be limited to determining whether the applicant or employee can perform the essential functions of his/her position and any work restrictions and/or functional limitations that apply to the applicant or employee. The health care provider will examine the employee and provide LAFCo with non-confidential information regarding whether:~~

- ~~(a) the applicant or employee has a disability within the meaning of the California Fair Employment and Housing Act;~~
- ~~(b) the applicant or employee is fit to perform essential job functions;~~
- ~~(c) workplace restrictions or functional limitations apply to the applicant or employee, and the duration of the work restrictions or functional limitations;~~
- ~~(d) there are any reasonable accommodations that would enable the employee to perform essential job functions; and~~
- ~~(e) the employee's continued employment poses a threat to the health and safety of him or herself or others.—~~

~~Should the health care provider exceed the scope of LAFCo's request and provide confidential health information, without valid consent of the applicant or employee, LAFCo will return the report to the health care provider and request another report that includes only the non-confidential fitness for duty information that LAFCo has requested. (2 Cal. Code Regs § 11069(c) & (d).)~~

~~2.6d—Authorization for Use of Medical Information~~

~~During the course of a fitness for duty examination, LAFCo will not seek or use information regarding an employee's medical history, diagnoses, or course of treatment without an employee's written authorization.~~

~~2.6e—Medical Information from the Employee or Applicant~~

~~If an employee or applicant submits medical information to LAFCo from his or her own health care provider, the Executive Officer will not forward that information on to the health care provider who conducted the examination for LAFCo, without the employee or applicant's written authorization. Upon receipt of the written authorization, the Executive Officer will request LAFCo-paid health care provider to determine whether the information alters the original fitness for duty assessment.~~

~~2.7—Interactive Process~~

~~2.7a—When to Initiate the Interactive Process~~

~~The Executive Officer will initiate the interactive process when:~~

- ~~(a) an applicant or employee with a known physical or mental disability or medical condition requests reasonable accommodation(s) (2 Cal.Code Regs. § 11069(b)(1)); or~~
- ~~(b) LAFCo otherwise becomes aware of the need for an accommodation through a third party (e.g., a doctor's note requesting an accommodation), or by observation of the employee's work (2 Cal.Code Regs. § 11069(b)(2)); or~~
- ~~(c) LAFCo becomes aware of the possible need for an accommodation because the employee with a disability has exhausted workers' compensation leave, Family and Medical Act leave, or other leave rights, but the employee and/or the employee's health care provider indicate that further accommodation is still necessary for recuperative leave or other accommodation (2 Cal.Code Regs. § 11069(b)(3)); or~~
- ~~(d) an employee disabled by pregnancy, childbirth or related medical conditions requests a reasonable accommodation or transfer based on the advice of her health care provider (2 Cal.Code Regs. § 11040(a)(1)); or~~
- ~~(e) an employee with a physical or mental disability, regardless of cause, fails to return to work following pregnancy disability leave (2 Cal.Code Regs. § 11047); or~~
- ~~(f) an employee victim of domestic violence, sexual assault, or stalking requests a reasonable accommodation(s) for his or her safety at work (Labor Code § 230(f)(1)); or~~

~~(g) an employee requests an accommodation to address a conflict between religious belief, observance, or practice and any employment requirement (Gov. Code § 12940(l)); or~~

~~(h) an employer is aware of the need for a reasonable accommodation for an employee's or applicant's religious beliefs, observance or practices. (2 Cal.Code Regs § 11060(b).)~~

~~2.7b—Interactive Communication~~

~~After the occurrence of any of the above stated circumstances that trigger the need to conduct an interactive process meeting, the Executive Officer will promptly arrange for a discussion or discussions, in person or via conference telephone call, with the applicant or employee and his or her designated representative, (if any). The purpose of the interactive communications will be to discuss in good faith all feasible potential reasonable accommodations. The Executive Officer will document these communications in writing. (Gov. Code 12940(n); 2 Cal.Code Regs § 11069(a).)~~

~~2.7c—Potential Accommodations for Applicants or Employees with Disabilities~~

~~Depending on the facts of each case, the interactive process analysis will generally begin with a review of possible reasonable accommodations that would enable the individual to retain his or her current job. The process will generally then move on to possible reasonable accommodations in other vacant jobs, for which the individual is qualified, if there is no reasonable accommodation in the current job that does not cause undue hardship, or that does not present a risk of harm to the individual or others. LAFCo will consider accommodations that the applicant or employee suggests but has the right to select and implement any reasonable accommodation that it deems effective. The range of potential reasonable accommodations includes, but is not limited to:~~

- ~~• making existing facilities used by employees readily accessible to, and usable by, individuals with disabilities, including: acquisition or modification of equipment or devices, adjustment or modifications of examinations, training materials or policies, and/or the provision of qualified readers or interpreters;~~
- ~~• job restructuring;~~
- ~~• part-time or modified work schedules (Gov. Code § 12926(p));~~
- ~~• paid or unpaid leave of absence of a finite duration that is likely to enable the employee to return to work at the end of the leave (2 Cal.Code Regs § 11068(c));~~
- ~~• preferential consideration to reassignment to a vacant, comparable position, except when such preference would violate a bona fide seniority system (2 Cal.Code Regs § 11068(d)(5));~~
- ~~• reassignment to a vacant lower paid position if there is no funded, vacant comparable position for which the individual is qualified for (2 Cal.Code § 11068(d)(2)); or~~
- ~~• reassignment to a temporary position, if the individual agrees. (2 Cal.Code Regs § 11068(d)(3).)~~

2.7d—Potential Accommodations for Employees Affected by Pregnancy and Related Medical Conditions

Depending on the facts of each case, the interactive process will attempt to identify and implement a reasonable accommodation that is consistent with the medical certification applicable to the applicant or employee. Whether an accommodation is reasonable is a case-by-case analysis that takes into account several factors, including, but not limited to: the employee's medical needs; the duration of the needed accommodation; and the employer's legally permissible past and current practices. (2 Cal.Code Regs. § 11040(a)(2)(A).) The range of potential accommodations includes, but is not limited to:

- transfer to a less strenuous or hazardous position for the duration of the pregnancy (Gov. Code § 12945(a)(3)(C));
- change in or restructuring of work duties, such as modifying lifting requirements (2 Cal.Code Regs § 11040(b));
- providing more frequent breaks;
- providing seating;
- time off for medical appointments;
- transfer temporarily to a job with equivalent pay and benefits that the employee is qualified to perform in order to accommodate reduced work schedule or intermittent leave. (2 Cal.Code Regs. § 11041(c).) (However, a reduction in work hours may be considered a form of pregnancy disability leave and deducted from the employee's four-month pregnancy disability leave entitlement.) (2 Cal.Code Regs § 11040(b).)

2.7e—Potential Accommodations for Employee Victims of Domestic Violence, Sexual Assault, or Stalking

Depending on the facts of each individual case, the interactive process analysis will review all possible accommodations that would enhance the safety of the employee victim at work. In determining what accommodation is reasonable, LAFCo will consider the exigent circumstance or danger facing the employee. LAFCo will consider the preferences of the employee to be accommodated but has the right to select and implement any accommodation that it deems effective. The range of potential safety measure accommodations includes, but is not limited to:

- transfer, reassignment, modified schedule;
- change in work telephone number;
- change in location of work station;
- installation of locks;
- assistance in documenting domestic violence, sexual assault, or stalking that occurs in the workplace;
- the implementation of a safety procedure(s);
- adjustment to job structure, workplace facility, or work requirement; and
- referral to a victim assistance organization. (Labor Code § 230(f)(2).)

~~2.7f—Potential Accommodations for Religious Creed, Religious Dress Practice, or Religious Grooming Practice~~

~~Depending on the facts of each case, the interactive process analysis will review all possible accommodations that would resolve the conflict between the religious belief or observance and any employment requirement. LAFCo will consider the preference of the employee or applicant but has the right to select and implement any accommodation that it deems effective. The range of potential accommodations includes, but is not limited to:~~

- ~~(a) job restructuring or job reassignment (but not segregation from other employees or the public) (Gov. Code § 12940(l)(2));~~
- ~~(b) modification of work practices, including dress or grooming standards (2 Cal.Code Regs § 11062(c)(2));~~
- ~~(c) allowing time off in an amount equal to the amount of non-regularly scheduled time the employee has worked in order to avoid a conflict with his or her religious observances (2 Cal.Code Regs § 11062(a));~~
- ~~(d) allowing alternatives to union membership or payment of union dues (2 Cal.Code Regs § 11062(c)(3)).~~

~~2.7g—Determination~~

~~After the interactive process communications, the Executive Officer will review the information received and determine: whether all available information has been reviewed; whether all potential accommodations that the applicant or employee has suggested have been considered; whether additional discussions with the applicant or employee would be helpful; whether the applicant's or employee's preferences have been taken into account; if there is a reasonable accommodation that would enable the applicant or employee to perform essential job functions without harming him or herself or others; and if the accommodations would pose an undue hardship on LAFCo finances or operations. The Executive Officer will inform the applicant or employee of his or her determination in writing. The Executive Officer will use his or her discretion based upon the particular facts of each case.~~

~~2.7h—Access to Medical Information Regarding Fitness for Duty~~

~~Medical records and information regarding fitness for duty, or the need for an accommodation, will be maintained separately from non-medical records and information. Medical records and information regarding fitness for duty and the need for accommodation will be accessible only by the Executive Officer, LAFCo's legal counsel, first aid and safety personnel in case of emergency, and supervisors who are responsible for identifying reasonable accommodations. Medical records and information contained therein may be released pursuant to state and federal law. (2 Cal.Code Regs § 11069(g).)~~

2.8 Whistleblower Protection

2.8a Policy

LAFCo prohibits all of the following:

- (a) taking any retaliatory adverse employment action against an employee because the employee has or is believed to have disclosed information to any government or law enforcement agency, including to LAFCo, if the employee has reasonable cause to believe that the information discloses a violation of state or federal law, or a violation or noncompliance with a local, state, or federal rule or regulation (Labor Code § 1102.5(b));
- (b) preventing an employee from disclosing information to a government agency, including to LAFCo, if the employee has reasonable cause to believe that the information discloses a violation of state or federal law, or a violation or noncompliance with a local, state, or federal rule or regulation (Labor Code § 1102.5(a));
- (c) retaliating against an employee for refusing to participate in any activity that would result in a violation of state or federal law, or a violation or noncompliance with a local, state, or federal rule or regulation (Labor Code § 1102.5(c)); and
- (d) retaliating against an employee because the employee's family member has or is perceived to have engaged in any of the protected activities listed in (a)-(c) above.

2.8b Policy Coverage

This Policy governs and protects LAFCo officials, officers, employees, seasonal/ temporary/ extra help employees, or applicants for employment.

2.8c Definitions

(a) "Protected activity" includes any of the following:

- Filing a complaint with a federal or state enforcement or administrative agency that discloses any information that the employee has reasonable cause to believe violates state or federal law or a violation or noncompliance with a local, state, or federal rule or regulation.
- Participating in or cooperating in good faith with a local, federal or state enforcement agency that is conducting an investigation in to alleged unlawful activity.
- Testifying in good faith and with reasonable cause as a party, witness, or accused regarding alleged unlawful activity.
- Associating with another covered individual who is engaged in any of the protected activities enumerated here.
- Making or filing in good faith and with reasonable cause an internal complaint with the LAFCo regarding alleged unlawful activity.

- Providing informal notice to the LAFCo regarding alleged unlawful activity.
- Calling a governmental agency's "Whistleblower hotline" in good faith.
- Filing a written complaint under penalty of perjury that LAFCo has engaged in gross mismanagement, a significant waste of public funds, or a substantial and specific danger to public health or safety. (Labor Code §§ 53296(c) & 53297(d).)
- Refusing to participate in any activity that the employee reasonably believes would result in a violation of state or federal law, or a violation or noncompliance with a local, state, or federal rule or regulation. (Labor Code § 1102.5(c).)

(b) "Adverse action" may include, but is not limited to, any of the following:

- Real or implied threats of intimidation to attempt or prevent an individual from reporting alleged wrongdoing or because of actual or potential protected activity.
- Refusing to hire an individual because of actual or potential protected activity.
- Denying promotion to an individual because of actual or potential protected activity.
- Taking any form of disciplinary action because of actual or potential protected activity.
- Extending a probationary period because of actual or potential protected activity.
- Altering work schedules or work assignments because of actual or potential protected activity.
- Condoning hostility and criticism of co-workers and third parties because of actual or protected activity.
- Spreading rumors about a person because of that person's actual or perceived protected activity.
- Shunning or unreasonably avoiding a person because of that person's actual or perceived protected activity.

2.8d Complaint Procedure

An applicant, employee, or seasonal/ temporary/ extra help employee who feels he or she has been retaliated against in violation of this Policy should immediately report the conduct according to the complaint procedure in LAFCo's Policy Against Discrimination, Harassment or Retaliation (Section 2.2) so that the complaint can be resolved fairly and quickly. Supervisors and Managers have the same responsibilities as defined in the Policy Against Discrimination, Harassment or Retaliation.

Chapter 3 Classification Policies

3.1 Classification Plan

3.1a Classification Plan

The Executive Officer shall ascertain and record the duties and responsibilities of all positions and, after consulting with affected department heads, shall recommend a classification plan, including job descriptions, for such positions.

3.2 *Reclassification*

The Executive Officer may initiate a job audit to determine whether the duties of a position have changed to such an extent that they necessitate reclassification of the position from the existing classification to a more appropriate classification. Upon completion of the job audit, the Executive Officer shall report to the Commission regarding reclassification changes.

Chapter 4 Recruitment, Selection, and Appointment

4.1 Recruitment, Selection and Appointment Policy

4.1a Job Announcement

The Executive Officer will prepare a job announcement to announce a proposed recruitment. The announcement may be posted on the LAFCo's website and other locations the Executive Officer deems appropriate, depending upon whether the Executive Officer has determined that the recruitment will be open to the public or current employees only. The announcement will include:

- The title and pay for the position;
- The nature of the work to be performed and essential job duties of the position;
- The minimum qualifications, including whether the job is a promotional position;
- The last date that the Executive Officer will accept applications, if any;
- ~~The time, place, and type of the examination, if known, and if~~ a medical examination, and/or a drug screen will be required following a conditional offer of employment; and
- Such other information as determined in the discretion of the Executive Officer.

4.1b Application Process

Job applications shall require information describing an individual's training, experience, and other pertinent information as deemed necessary to assess qualifications for the job. Applicants may be required to provide supplementary information, including but not limited to: answers to job-related questions; resume; licenses; certifications; diplomas; letters of recommendation; and references. All applications must be completed in full, physically or electronically, by the person applying. The Executive Officer will not process any application which is not fully completed. Should an applicant be appointed to a position, the supplemental information shall become a part of the individual's permanent employment records.

4.1c Disqualification of Applications

The Executive Officer may reject any application which: is not properly completed or incomplete; received after the application deadline; or indicates that the applicant does not meet the minimum qualifications for the position.

4.1d Criminal Conviction Check

After LAFCo makes a conditional offer of employment, the Executive Officer may then request information about criminal convictions, except for misdemeanor marijuana-related convictions that are over two years old, or convictions that have been judicially sealed, eradicated, or expunged. (Labor Code §§ 432.7-432.8.) Unless required by law, LAFCo will not deny employment to any applicant solely because he or she has been convicted of a crime. LAFCo

may, however, consider the nature and gravity of the offense or conduct, the date and circumstances of the offense and the conviction, evidence of rehabilitation and any mitigating circumstances, as well as the nature of the job sought and whether the offense is relevant to the duties of the position. ~~This Policy does not apply to applicants for public safety jobs.~~

4.1e Employment Examinations

- (a) The Executive Officer will determine whether and how to ~~the manner and methods of~~ administering employment examinations. Examinations may consist of: written tests; oral tests; performance tests; evaluations of prior training and performance, experience and/or education; interviews; working style assessments; practical exercises; file review; or any combination thereof. The content of all examinations will be job-related and designed to test knowledge, skills or abilities that help predict successful completion of job duties.
- (b) The content of all examinations will be kept confidential prior to the administration of the examination. All applicants who are invited to the examination will be notified of the nature of the examination.
- (c) An applicant with a disability may request accommodation in an examination process. Following receipt of a request for accommodation, the Executive Officer may require additional information, such as reasonable documentation of the existence of a disability. (2 Cal.Code Regs § 11069(c)(2).)
- (d) Failure in one part of the examination, or the failure to meet established standards described in the job announcement, may be grounds for declaring such applicant as failing in the entire examination or as disqualified for subsequent parts of an examination. Each applicant will be notified by mail or email whether he or she will continue in the examination process.
- (e) Applicants who meet the minimum qualifications and pass all examinations may be subject to a background and/or reference check.

4.1f Appointments

- (a) The Executive Officer will make all appointments except for those classifications that report to the governing body. The Executive Officer has discretion to decide in what manner a vacancy shall be filled. Vacancies may be filled by reinstatement, promotion, transfer, demotion, appointment of temporary / seasonal employees, or from an appropriate eligibility list if available. The LAFCo Commission will make appointments for those classifications that report to it.
- (b) Appointment to certain positions may be made contingent upon the applicant/employee passing a drug / alcohol test, and/or a job-related medical and/or psychological examination. Such examination shall only be required after a conditional

offer of employment has been made. (See Policy 2.4, Reasonable Accommodation and Interactive Process; and Policy 12.4, Prohibitions on Drugs and Alcohol in the Workplace.)

- (c) The person accepting appointment shall report to the Executive Officer or designee on the date designated by the Executive Officer. Otherwise, the applicant shall be deemed to have declined the appointment.

4.1f.1 Probationary Appointment

- (a) At-Will Status: The probationary period is part of the examination/evaluation process and is used to determine whether work performance or work-related behavior meets the required standards of the position. A probationary employee may be rejected at any time during the probationary period with or without cause or reason, without notice or appeal or grievance, and without any rights set forth under Policy 10.1, Causes for Discipline and Procedures. The probationary employee will be notified prior to the expiration of the probationary period that he or she has been rejected from probation.
- (b) Length of Probation: Unless otherwise specified by memorandum of understanding or these Policies, the probationary period is 6 months of actual and continuous service. The probationary period is automatically extended by the length of any absence of one work week or more. Holidays are excluded, but other absences (which need not be consecutive) are considered and accumulated. The probationary period can also be extended by the Agency at the discretion of the Executive Officer or his/her designee.

4.1g Probationary Period for Promotional Appointments

- (a) At-Will Status: A promotional probationary employee may be rejected at any time during the promotional probationary period with or without cause or reason, without notice or appeal or grievance, and without any rights described in Policy 10.1, Causes for Discipline and Procedures. If the employee fails to satisfactorily complete the probationary period in the promotional position, the employee may return to the position held prior to promotion at the range and step held prior to promotion, if there is a vacancy in the prior position, unless he or she is terminated for cause.
- (b) Length of Probation: On accepting a promotion, an employee serves a new probationary period of six months of actual and continuous service. The probationary period is automatically extended by the length of any absence of a week or more.

Chapter 5 Employment of Relatives or Spouses/ Domestic Partners

5.1 Employment of Relatives, Spouses, Domestic Partners

5.1a Policy

LAFCo regulates the employment and placement of relatives, spouses, and domestic partners so as to avoid conflicts of interest and to promote safety, security, supervision, and morale.

5.1b Definitions

- (a) “Relative” means child, stepchild, parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, niece, nephew, or in-laws of those enumerated by marriage or domestic partnership.
- (b) “Spouse” means one of two persons to a marriage, or two people who are registered domestic partners, as those terms are defined by California law. (Fam. Code § 297 & 300.)
- (c) “Supervisory relationship” means one in which one employee exercises the right or responsibility to control, direct, reward, or discipline another by virtue of the duties and responsibilities assigned to his or her LAFCo appointment.

5.1c Employment of Relatives

LAFCo will not appoint, promote or transfer a person to a position within the same department, division, or facility in which the person’s relative already holds a position, if any of the following would result:

- A direct or indirect supervisory relationship between the relatives;
- The two employees having job duties which require performance of shared duties on the same or related work assignment;
- Both employees having the same supervisor; or
- A potential for creating an adverse impact on supervision, safety, security, morale or efficiency.

5.1d Spouses or Domestic Partners

LAFCo will not appoint, promote, or transfer a person, to the same department, division, or facility in which the person’s spouse or registered domestic partner already holds a position, if such employment would result in any of the following:

- One spouse or domestic partner being under the direct supervision of the other spouse or domestic partner; or
- Potential conflicts of interest or hazards for married persons or those in domestic partnership which are greater than for those who are not married or in domestic partnerships.

5.1e Marriage or Domestic Partnership After Employment

- (a) **Transfer:** If two LAFCo employees who ~~work in the same department later~~ become spouses or domestic partners, the Executive Officer has discretion to transfer one of the employees to ~~a similar position in another department~~ an alternate position that better addresses potential issues. Although the wishes of the two employees will be considered, the Executive Officer retains sole discretion to determine which employee will be transferred based upon LAFCo needs for supervision, safety, security or morale. Any such transfer that results in a salary reduction is not disciplinary and is not subject to any grievance or appeal, or pre- or post-disciplinary appeal due process.
- (b) **Separation:** If continuing employment of both employees, ~~who work in the same department and~~ who ~~later~~ become spouses or domestic partners, cannot be accommodated in a manner the Executive Officer finds to be consistent with the LAFCo's interest in the promotion of supervision, safety, security, or morale, then the Executive Officer retains sole discretion to separate one employee from LAFCo employment. Absent the resignation of one employee, the less senior employee will be separated. Any such separation is not considered to be disciplinary and is not subject to any grievance or appeal, or pre- or post-disciplinary appeal due process.

Chapter 6 Compensation and Payroll Practices

6.1 Work Schedules and Attendance

6.1a Work Schedules

Work schedules are determined at the discretion of the department head and are subject to change with or without notice, according to the needs of the department or LAFCo. An overtime-eligible employee shall be in attendance and at work during the hours specified by the supervisor.

6.1b Meal Period

A one-hour non-compensated meal period will be provided to all full-time overtime-eligible employees who work at least an eight-hour workday. A 30-minute non-compensated meal period will be provided to all overtime-eligible full-time employees who work more than five hours, but less than eight hours during the workday. Overtime-eligible employees are responsible for taking their meal period at a time designated by the supervisor.

6.1c Rest Period

A 15-minute compensated rest period will be provided to all overtime-eligible employees for each four-hour period of service. The rest period shall be taken at a time designated by the employee's supervisor. Rest periods may not be combined to shorten the workday ~~unless approved by the Executive Officer.~~

6.1d Lactation Break Time & Private Location

LAFCo will provide a reasonable amount of break time to accommodate any employee desiring to express breast milk for the employee's infant child each time the employee has a need to express milk. The break time shall, if possible, run concurrently with any break time already provided to the employee. If the employee takes lactation breaks at times other than their provided break times, then the lactation break shall be unpaid, or the employee may choose to use accrued leave.

Those desiring to take a lactation break at times other than their provided break times must notify a supervisor prior to taking such a break. Breaks may be reasonably delayed if they would seriously disrupt operations. Once a lactation break has been approved, the break should not be interrupted except for emergency or exigent circumstances.

LAFCo will provide a room or other appropriate location in close proximity to the employee's worksite that is not in a bathroom to express milk in private. The room or location will meet the following requirements:

- Be shielded from view and free from intrusion while being used to express milk;
- Be safe, clean, and free of hazardous materials;
- Contain a surface on which to place a breast pump and personal items;
- Contain a place to sit; and
- Have access to electricity needed to operate an electric battery-powered breast pump.
- An employee occupying such private area shall either secure the door or otherwise make it clear to others through signage that the area is occupied and should not be disturbed. All other employees should avoid interrupting an employee during an authorized break under this section, except to announce an emergency or other urgent circumstance.

LAFCo will provide access to a sink with running water, and a refrigerator or other cooling device suitable for storing milk in close proximity to the employee's work area.

6.1d.1 Lactation Accommodation

An employee may make a request for lactation accommodation, either orally or in writing, with the Executive Officer.

Following receipt of a request for lactation accommodation, LAFCo will provide a timely written response to the employee in which LAFCo will indicate if it is unable to provide the requested break time or a requested location for the purposes of expressing breast milk.

An employee who does not believe that LAFCo is providing an appropriate lactation accommodation should immediately inform the Executive Officer.

An employee who does not believe that the LAFCo is providing an appropriate lactation accommodation as required by state law has the right to file a complaint with the California Division of Labor Standards Enforcement/Labor Commissioner.

6.1d.2 Storage of Expressed Milk

Any employee storing expressed milk in any authorized refrigerated area within LAFCo shall clearly label it as such. No expressed milk shall be stored at LAFCo beyond the employee's workday/ shift.

6.1e Advance Request for Permission to Deviate from Regular Work Hours

An overtime-eligible employee is required to seek advance permission from his or her supervisor for any foreseeable absence or deviation from regular working, break, and mealtimes.

6.1f Notification of Unforeseen Late Arrival or Absence

An overtime-eligible employee who is unexpectedly unable to report for work as scheduled must notify his or her immediate supervisor no later than the beginning of the employee's scheduled work time and report the expected time of arrival or absence. If the immediate supervisor is not available, the employee must notify the department head.

6.1g Unauthorized Absence is Prohibited

Arriving late to work or leaving early in connection with scheduled work times, breaks, or meal periods is prohibited, absent authorization. An overtime-eligible employee who fails to notify the supervisor of any absences as required by this Policy in a timely manner, or who is not present and ready to work during all scheduled work times will be deemed to have an unauthorized tardy or absence and will not receive compensation for the period of absence.

6.1h Excessive Tardiness/Absenteeism and Abuse of Leave

Excessive tardiness occurs when an overtime-eligible employee who, without authorization, is late to work or late to return from breaks more than three times during any 30-day period. Excessive absenteeism occurs when the number of unapproved absences for reasons that are not permitted by state or federal law, exceeds three days in any three-month period. Excessive tardiness or absenteeism may be grounds for discipline, up to and including termination.

Tardies or absences caused by protected leave are not considered when determining excessiveness.

Abuse of leave is a claim of entitlement to leave when the employee does not meet the requirements for taking the leave, and may be grounds for discipline, up to and including termination. Should the LAFCo suspect that there is an abuse of leave by an employee, the LAFCo may require that the employee submit a physician's certificate to support the absence.

6.2 Work Week, Overtime and Compensatory Time Off

6.2a Work Week

The work week begins at 12:00 a.m. on Sunday and ends at 11:59 p.m. on Saturday ~~or as otherwise designated in an applicable MOU.~~

6.2a.1 Work Week for 9/80 Work Schedule

Employees working a 9/80 work schedule will have a regular day off every other week as determined by LAFCo. For employees working a 9/80 work schedule, each employee's designated work week shall begin exactly four hours after the start of his/her eight-hour shift on the day of the week that corresponds to the employee's alternating regular day off.

6.3a Overtime

Overtime is all hours an overtime-eligible employee actually works over 40 hours in his or her designated work week. Only actual hours worked will be counted toward the 40-hour threshold for purposes of calculating Fair Labor Standards Act (FLSA) overtime pay; paid leave will not be counted. Overtime-eligible employees who are directed to work overtime must do so.

6.3a.1 No Remote Access for Overtime-Eligible Employees

Unless the Executive Officer specifies otherwise in writing, overtime-eligible employees may not have remote access to LAFCo equipment, resources, or email unless the access is during normal work hours where the employee is working remotely and has received authorization to do so by the Executive Officer.

6.3a.2 Prior Approval Required for Overtime

Overtime-eligible employees are not permitted to work overtime except as directed and authorized by their supervisor, or in case of emergency, as determined by the agency. Working overtime without prior authorization or approval is grounds for discipline. In emergency situations that necessitate working overtime, the employee must notify a supervisor as soon as possible, and in no event later than the end of that day upon which the emergency occurred. If the supervisor denies the request to work overtime, the employee must obey the supervisor's directive and cease working. Failure to follow these overtime approval procedures may subject the employee to disciplinary action, up to and including termination, for violating the overtime approval procedures.

6.3b Accurate Time Reporting

All employees must accurately report all work time to the nearest five minutes.

6.3c No Volunteering of Work Time

All time spent for the benefit of the LAFCo must be reported as hours worked on time records so that the employee is paid for all work. Overtime-eligible employees may not "volunteer" work time to perform duties that are the same or similar as their stated or regular job duties. Employees have no authorization to work without compensation. No supervisor has authority to request overtime-eligible employees to volunteer work time.

6.3d Compensatory Time Off

An overtime-eligible employee may opt to accrue compensatory time-off (CTO) in lieu of cash payment for overtime worked if his or her supervisor agrees prior to overtime work being performed.

- (a) **Accrual Rate:** CTO accrues at the rate of 1.5 hours for each hour, or fraction thereof, worked after 40 hours of actual work within the employee's designated work week. Time in paid leave status does not count toward CTO. CTO cannot be accumulated in excess of 80 hours at any given time.

- (b) **Employee Request to Use CTO:** LAFCo will grant an employee's request to use accumulated CTO provided that: 1) the department can accommodate the use of CTO on the day requested without undue disruption to department operations; and 2) the employee makes the request in writing to the supervisor no later than five days prior to the date requested. If the employee does not provide five days' notice, or if the department cannot accommodate the time off without undue disruption, LAFCo will provide the employee the opportunity to cash out the amount of CTO requested at the end of the current pay period.

- (c) **LAFCo Cash Out:** LAFCo reserves the right to cash out accumulated CTO at any time.

- (d) **Value of CTO Cash Out:** During employment, CTO is cashed out at the employee's current FLSA regular rate of pay (including all FLSA-applicable salary differentials and special pays). Employees separating from LAFCo service shall be compensated for all accrued, unused compensatory hours at their current FLSA regular rate of pay, or their average FLSA regular rate for the prior three years, whichever is higher. (29 USC § 207(o)(3)(B) & (4); 29 CFR § 553.27.)

Chapter 7 Performance Evaluation Policies

7.1 Performance Evaluations

7.1a Performance Evaluations

A non-probationary employee's supervisor will prepare and sign a performance evaluation on a LAFCo form for each performance evaluation period. The Executive Officer will review and approve all performance evaluations of employees under his or her supervision. Additional performance evaluations may be prepared at any time the Executive Officer deems necessary. Outside of the six-month probationary review mentioned in section 7.1b all evaluations performed by the Executive Officer will occur between the LAFCo Commission meeting where the proposed budget is approved and the meeting where the final budget is to be approved. The Executive Officer and other at-will employees appointed by the Commission will be evaluated on a date and time determined by the Commission.

7.1b Probationary Employee Performance Evaluations

On or ~~about~~ before the completion of ~~six three months of~~ the six month probationary period, ~~and again at any point prior to separation or the successful completion of the probationary period,~~ the Executive Officer will prepare and sign ~~a~~ performance evaluation(s) at the appropriate time selected by the Executive Officer. The purpose of the probationary performance evaluation is to chart the probationer's progress toward meeting the standards of his or her position.

7.1c Performance Evaluation Meeting

The supervisor will meet with the employee to discuss the evaluation. The employee shall sign the evaluation to acknowledge its contents and that he or she has met with his or her supervisor to discuss the evaluation. The employee's signature shall not mean that he or she endorses the contents of the evaluation.

7.1d No Appeal Right

An employee does not have the right to appeal or submit a grievance regarding any matter relating to the content of a performance evaluation. Instead, the employee may comment on the evaluation in a written statement which will then be placed with the evaluation in the employee's personnel file. The written statement must be submitted within 10 days after the employee receives the evaluation.

Chapter 8 Leaves of Absences

8.1 Vacation Leave and Holidays

8.1a Vacation Leave

Eligible full-time and part-time employees, with the exception of temporary/ seasonal and extra help employees, earn vacation leave while in paid status until they reach the applicable vacation accrual cap. Employees accrue vacation time according to their full or part-time status and the number of consecutive years the employee has worked for LAFCo as follows:

- (a) **Full-Time Employee Accrual Rate:** Each full-time employee shall be entitled to accrue vacation credits for each hour on paid status in continuous service in accordance with the following schedule:

Months of Service	Hourly Standard Accrual	Maximum Accrued Workdays Per Year
Start through 24 months	.0385	10
Greater than 24 months through 108 Months	.0577	15
Greater than 108 months through 228 Months	.0770	20
Greater than 228 months through 348 Months	.0962	25
Greater than 348 months	.1154	30

- (b) **Part-Time Employee Accrue Pro-Rated Vacation:**

Part-time employees who are budgeted to work at least 20 hours per week earn vacation leave while in paid status in a pro-rated amount based upon the accrual applicable to full-time employees. Once a part-time employee reaches the pro-rated annual accrual cap, they stop earning vacation.

8.1b Limitations on Vacation Leave Accrual

Accumulated, unused vacation time shall not exceed three hundred (300) standard duty hours for any full- or part-time employee entitled to accrue vacation leave. Thereafter, additional accumulation shall be suspended unless otherwise approved in advance by the Executive Officer, in the Executive Officer sole discretion, in cases where such is beneficial to LAFCo.

8.1c Scheduling of Vacation Leave

Vacation leave may not be used until it is earned. The employee and the Executive Officer will schedule the times when an employee may take vacation leave. The scheduling will be based on the employee's preference and LAFCo operational needs. An employee shall provide a minimum of one week's written advance notice, unless waived by the department head, when requesting vacation time off. LAFCo may, at its discretion, require an employee to use accrued vacation.

8.1d Unpaid Leave of Absence

No vacation leave will accrue during any unpaid leave of absence.

8.1e Unused Vacation Leave Upon Separation

Any employee separating from the LAFCo who has accrued vacation leave shall be paid for all accrued vacation at his or her rate of pay at the time of separation.

8.1f Holidays

Full-time employees, except temporary, seasonal, and extra help employees receive the holidays listed below with pay. If New Year's Day, Cesar Chavez Day, Juneteenth, Independence Day, Veterans Day or December 25 falls on a Sunday, the Monday following shall be treated as the holiday. If any of those holidays falls on a Saturday, the preceding workday shall be treated as the holiday. Part-time employees whose scheduled work time falls on a holiday will receive that holiday off with pay for the hours they were scheduled to work.

- New Year's Day (January 1)
- Martin Luther King's Birthday (Third Monday in January)
- President's Day (Third Monday in February)
- Cesar Chavez Day (March 31)
- Memorial Day (Last Monday in May)
- Juneteenth (June 19)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Veteran's Day (November 11)
- Thanksgiving Day (Fourth Thursday in November)
- Day After Thanksgiving Day (Fourth Friday in November)
- ~~December 24 shall be observed as half (1/2) day holidays if that date falls on a Monday, Tuesday, Wednesday, or Thursday.~~
- Christmas Day (December 25)
- December 26 through December 31 shall be deemed Holidays, any day that falls on the weekend shall not be moved as described above.

8.1g Effect of Holiday on Vacation Leave

If one or more holidays falls within a vacation leave that an eligible full-time employee is taking, such holiday shall not be charged as vacation leave

8.1h Floating Holidays

1. Each full-time employee on the payroll as of July shall be credited with two (2) floating holidays for that fiscal year (July 1 - June 30). Employees newly appointed between July 1 and December 31 shall be credited with two (2) standard workdays as floating holidays for that fiscal year. Employees newly appointed between January 1 and May 31 shall be credited with one (1) standard workday as floating holiday for that fiscal year. Employees newly appointed between June 1 and June 30 shall not be credited with any floating holidays for that fiscal year. This pro-ration shall also apply to employees who have returned from an approved leave of absence where they were in leave without pay status.
2. With the approval of the department head, floating holidays may be taken at any time or times during the year.
3. Floating holidays shall not accrue from one fiscal year to the next.
4. Upon termination, unused floating holidays shall be paid at the straight-time rate so that the total of unused floating holidays to be paid off and floating holidays used by the employee shall not exceed one (1) workday if the termination occurs between July 1 and December 31 or two (2) workdays if the termination occurs between January 1 and June 30 or per the prorated schedule for new employees.

8.1i Pay for Holidays

Employees entitled to paid holidays or floating holidays shall be paid for the number of hours the employee was scheduled to work had it not been a holiday or floating holiday. An overtime-eligible employee who is required to work on a holiday will receive holiday pay and pay for the actual time worked on the holiday.

8.1j Personal Leave

- A. Each regular (non-seasonal, non-temporary, non-extra help) employee who has passed probation and who is on the payroll as of July 1 shall be credited immediately with forty (40) personal leave hours for that fiscal year.
- B. Newly appointed employees who pass probation after July 1 and on or before October 31 shall be credited with forty (40) hours of personal leave for that fiscal year. Any such employee passing probation between November 1 and February 28 (29) shall be credited with twenty (20) hours of personal leave for the balance of that fiscal year. Any such employee passing probation between March 1 and May 31 shall be credited with eight (8) hours of personal leave for the balance of that fiscal year. Any such employee passing probation between June 1 and June 30 shall receive no personal leave for that

fiscal year. This pro-ration shall also apply to employees who have returned from an approved leave of absence where they were in leave without pay status.

- C. Accrued personal leave may be taken at any time or times during the year with the approval of the Executive Officer.
- D. Personal leave shall not accrue in excess of forty (40) hours. However, on July 1 each year, employees (other than new and probationary employees described in section B above or employees on leave and in unpaid status) will have their personal leave balance restored to forty (40) hours.
- E. Upon termination of employees who have completed their initial probationary period, the employee's unused accrued personal leave shall be paid at a straight-time rate. Personal leave upon termination will not be paid to employees who have not completed their initial probationary period and thus have not accrued such leave.

8.2 Sick Leave

(a) Purpose

For the purposes of these Personnel Policies, sick leave is paid leave from work that can be used for the following purposes:

1. The diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or any of the following:
 - a. The employee's family members: child of any age or dependency status; parent; parent-in-law; spouse; registered domestic partner; grandparent; grandchildren; or sibling;
 - b. A "designated person," which, for purposes of this policy, means a person identified by the employee at the time the employee requests paid sick leave. An employee can designate one person per 12 month period, measured from the time the employee first designates a person. The employee's pre-designated and substitute family members: a person who the employee pre-designates as substituting for a "family member" in the above list (e.g. substitute a significant other for a spouse or registered domestic partner). The intent of this provision is not to expand the number of persons included in the definition of family members or to increase paid leave opportunities, but, rather to recognize variations in family structure.
2. For an employee who is a victim of domestic violence, sexual assault, or stalking to: i) obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health safety or welfare of the employee or his or her child; or ii) obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or participate in safety planning or other actions to increase safety.

~~The uses permitted by this sick leave policy do not apply to any statutory leave entitlements.~~

(b) Accrual & Carryover for Different Categories of Employees:

- 1) **Regular Employees:** Regular, full-time employees shall accrue one working day of sick leave with pay for each month or fraction thereof served. Sick leave accruals shall be pro-rated for regular employees who work less than full time (provided the employee earns at least one hour of sick leave for every 30 hours worked). Accrued and unused sick leave carries over from year to year with no upper limit.
- 2) **Seasonal and Temporary Employees:** A seasonal/ temporary or extra help employee who works 30 or more days within a year from the commencement of employment with LAFCo accrues one hour of paid sick leave for every 30 hours worked. (Labor Code § 246(a).) Accrued and unused sick leave carries over to the following year of employment but a seasonal/ temporary or extra help employee stops earning sick leave once he or she has accrued 8048 hours or 106 workdays/ shifts, whichever is greater. (Labor Code § 246(i).)

(c) Sick Leave Use

- 1) An employee may use accrued sick leave, in a minimum increment of two hours, subject to the limits and request provisions in this Policy. (Labor Code § 246(c) & (j).)
- 2) During the first six (6) months of employment, a full- or part-time employee who is not seasonal/ temporary or extra help, may borrow sick leave in excess of the number of hours accumulated aforesaid, not to exceed the standard workweek for the employee. However, if an employee borrows sick leave, such sick leave borrowed shall be subtracted from future accumulations as above provided until accumulations equal excess sick leave actually taken. Thereafter, sick leave shall accumulate as provided in section (b) above. An employee who separates from employment while in arrears on sick leave shall be required to agree to a repayment plan for such sick leave days.

(d) Sick Leave Request:

To request to use sick leave if the need for leave is foreseeable, an employee must give the immediate supervisor reasonable advance written or oral notice. (Labor Code §§ 246(l); 246.5(a).) If the need for sick leave is not foreseeable, the employee shall provide written or oral notice of the need for the leave as soon as practicable. (Labor Code § 246(l).) If the employee is required to be absent on sick leave for more than one day, the employee must keep the immediate supervisor informed each day as to the date the employee expects to return to work and the purpose of the leave. Failure to request sick leave as required by this Policy without good reason, may result in the employee being treated as absent without leave.

(e) Certification

LAFCo may require that employees who are not seasonal, temporary, or extra help, must provide a physician's certification to support any absence that involves the illness of the employee or family member if LAFCo suspects that there is an abuse of sick leave by the employee. All employees, including seasonal, temporary, or extra help, who use paid leave to address issues related to domestic violence, sexual assault or stalking, and who cannot provide advance notice of their need for leave must provide certification of the need for leave within a reasonable time thereafter. (Labor Code § 230(d)(2).)

(f) Sick Leave on Separation from Employment

Unused sick leave is not cashed out upon termination, resignation, retirement, or other separation from employment. (Labor Code § 246(f)(1).) Unused sick leave may be converted to retirement service credits only as may be permitted under applicable retirement system laws and regulations.

(g) Sick Leave Reinstatement:

If an employee separates and is rehired within one year from separation, accrued and unused sick leave, to a maximum of 106 days or 8048 hours, whichever is greater, will be reinstated. (Labor Code § 246(f)(2).) An employee who worked at least 90 days in the initial employment with LAFCo may immediately use reinstated sick leave. An employee who had not worked 90 days in the initial employment with LAFCo must work the remaining amount of the 90 day-qualifying period to be able to use reinstated accrued sick leave. (Labor Code § 246(c).)

8.3 Family and Medical Care Leaves

LAFCo provides eligible employees with family medical leave ("Family and Medical Leave") under the California Family Rights Act ("CFRA").

8.3a Reasons for Leave.

Family and Medical Leave may be taken for the birth of the employee's child, the placement of a child with the employee for adoption or foster care, to care for the employee's spouse, domestic partner, child, parent, parent-in-law, grandparent, grandchild, sibling, or designated person who has a serious health condition, or for a serious health condition that makes the employee unable to perform his/her job. Leave can also be taken for certain military-related reasons as further detailed below. For purposes of this policy, a "serious health condition" does not include pregnancy or any related medical condition. For purposes of this policy, "designated

person” means any person related by blood or whose association with the employee is the equivalent of a family relationship. An employee may identify the designated person at the time the employee requests leave. LAFCo limits an employee to one designated person per 12-month period for family care and medical leave.

8.3b Eligibility.

To be eligible for Family and Medical Leave, an employee must have at least 12 months of service with LAFCo and must have worked at least 1,250 hours during the 12-month period preceding the date the leave is to begin.

8.3c Duration.

Employees may take up to a maximum of twelve (12) workweeks of Family and Medical Leave within a 12-month period. LAFCo uses a “rolling” 12-month period to determine an employee’s eligibility for leave. The 12-month period is measured backward from the date an employee uses any Family and Medical Leave.

Leave may be taken intermittently (in blocks of time or on a reduced-time schedule) if the leave is for the serious health condition of the employee or the employee’s family member and if such intermittent leave is medically necessary as determined by the health care provider of the person with the serious health condition. The smallest increment of time that can be used for such leave is one-quarter of an hour (0.25).

Any leave taken for the birth, adoption, or foster placement of a child must be taken within one year of the birth or placement of the child with the employee. The minimum duration for leave taken in connection with the birth, adoption, or foster care placement of a child is two weeks, except that LAFCo shall grant a request for CFRA leave of less than two weeks on any two occasions during the one year period following the birth or placement of the child with the employee. Because pregnancy is not a “serious health condition” under CFRA, time taken on account of a pregnancy-related disability is not CFRA leave; baby bonding leave for eligible employees commences at the conclusion of any pregnancy-related disability leave.

8.3d Procedures.

Please contact the Executive Officer as soon as you become aware of the need for Family and Medical Leave. If the leave is for the birth, adoption, or foster placement of a child, or for planned medical treatment for a serious health condition of the employee or family member, the employee must provide at least 30 days’ advance notice before the leave is to begin. If 30 days’ notice is not possible, notice must be given as soon as practicable. For any planned medical treatment, employees must consult with their supervisor regarding the need for leave and must make a reasonable effort to schedule any treatment so as to minimize disruption of LAFCo’s operations. Actual scheduling is, however, subject to the approval of the patient’s health care provider.

If the leave is needed for the employee's own serious health condition, the employee must provide a certification from the health care provider stating:

- i. the date of commencement of the serious health condition;
- ii. the probable duration of the condition; and
- iii. that the employee is unable to work at all or is unable to perform any one or more of the essential functions of his/her position because of the employee's serious health condition.

LAFCo will require certification by the employee's health care provider that the employee is fit to return to his/her job.

If the leave is needed to care for the serious health condition of a family member, the employee must provide certification from the health care provider stating:

- i. the date of commencement of the serious health condition;
- ii. the probable duration of the condition;
- iii. an estimate of the amount of time that the health care provider believes the employee needs to take in order to care for the child, parent, or spouse; and
- iv. confirmation that the serious health condition warrants the participation of the employee.

Recertification may be required if the employee requests an extension beyond the original certification.

8.3e Compensation.

- (1) While receiving wage replacement benefits. For any period of time that an employee is eligible for and receiving any type of wage replacement benefits (i.e., disability benefits, SDI, and/or workers' compensation benefits), the employee is not required to use accrued sick leave, vacation, floating holidays, personal leave, or CTO in connection with his or her Family and Medical Leave. The employee may, however, choose to supplement these forms of wage-replacement payments with accrued paid leave on a pro rata basis, so long as the employee's pay does not exceed their normal wage. Should an employee desire to supplement SDI benefits with accrued sick and/or vacation leave, LAFCo will integrate benefits with paid leave.
- (2) While on otherwise unpaid leave. If an employee is on Family and Medical Leave for his or her own serious health condition and is not receiving any wage replacement benefits from another source, the employee must use any available sick leave and vacation during the leave. (See Pregnancy Disability Leave policy for rule applicable to employees disabled by pregnancy). If an employee is on Family and Medical Leave to care for a family member or bond with a new baby, the employee must use all available vacation during the leave and, at the

employee's choice, may use available sick leave.

Once all sick leave and vacation is exhausted (or if the employee has the choice and elects not to use it), Family and Medical Leave will continue on an unpaid basis for the remainder (if any) of the available 12-weeks. Any family and medical leave, whether paid, unpaid, or a combination thereof, will be counted toward the 12-week leave entitlement.

During any period of unpaid leave, employees will not continue to accrue sick leave, vacation, or any other forms of paid time off and will not be paid for holidays that occur during the leave.

8.3f Benefits.

An employee taking Family and Medical Leave will be allowed to continue participating in any health and welfare benefit plans in which he/she was enrolled before the first day of the leave (for up to a maximum of 12 workweeks) at the level and under the conditions of coverage as if the employee had continued in employment for the duration of such leave. LAFCo will continue to make the same premium contribution as if the employee had continued working, and the employee is expected to continue to pay his or her share of the monthly premiums (either by way of payroll deduction during any period of paid leave or by way of separate payment to LAFCo). The continued participation in health benefits begins on the date leave first begins.

Employees are eligible for a maximum of 12-weeks benefits continuation during any 12-month period, unless otherwise required by law. If leave lasts longer than 12 weeks and if the law does not otherwise require benefits to be continued, then the employee will be placed on COBRA and can opt for continued coverage at his or her own expense. An employee who does not return from leave may be required, under certain circumstances provided by the law, to reimburse LAFCo for any employee contributions paid by LAFCo while the employee was on unpaid leave.

8.3g Qualified Exigency Leave.

Eligible employees with a spouse, domestic partner, child, or parent on active duty or called to active duty in the armed forces of the United States may take up to the normal 12 weeks of leave because of any "qualifying exigency." For purposes of this policy, "qualifying exigency" includes: (1) short-notice deployment; (2) military events and related activities; (3) childcare and school activities; (4) finance and legal arrangements; (5) counseling; (6) rest and recuperation; (7) post-deployment activities; and (8) additional activities agreed to by the employer and the employee.

(1) Amount of Leave. For a qualifying exigency, an employee is entitled to a maximum of 12 weeks leave (when combined with leave for any other qualifying reason) in accordance with the rolling 12-month period measured backward.

- (2) Procedures. Please contact the Executive Officer as soon as you become aware of the need for any type of qualified exigency leave. Except in the case of exigency leave for short-notice deployment, LAFCo requires certification of the need for leave.

8.3h Reinstatement.

Upon return from a Family and Medical Leave, an employee will be reinstated to his/her original position or to an equivalent position with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if the employee had been continuously employed rather than on leave.

For example, if an employee on Family and Medical Leave would have been laid off had he/she not gone on leave, or if the employee's position has been eliminated during the leave, then the employee would not be entitled to reinstatement. An employee's use of Family and Medical Leave will not result in the loss of any employment benefit that the employee earned or was entitled to before the leave.

As stated above, when an employee takes leave on account of the employee's own serious health condition, LAFCo requires certification, prior to reinstatement, by the employee's health care provider that the employee is fit to return to his/her job.

If an employee fails to report to work promptly at the end of the Family and Medical Leave and fails to obtain approval for an additional personal leave of absence, LAFCo will treat the failure to return as a voluntary resignation.

~~8.3a—Statement of Policy; Concurrent Running of FMLA and CFRA Leaves—~~

~~LAFCo provides family and medical care leave for eligible employees as required by State and federal law. Employees who misuse or abuse family and medical care leave may be disciplined up to and including termination. Employees who fraudulently obtain or use CFRA leave are not protected by the CFRA's job restoration or maintenance of health benefits provisions. This Policy is supplemented by the Federal Family and Medical Leave Act ("FMLA"), and the California Family Rights Act ("CFRA"). Unless otherwise stated in this Policy, "Leave" means leave pursuant to the FMLA and CFRA. Unless otherwise provided by law, LAFCo will run each employee's FMLA and CFRA leaves concurrently.~~

~~8.3b—Definitions~~

- ~~(a) "12 Month Period" means a rolling 12 month period measured backward from the date leave is taken and continuous with each additional leave day taken. (29 CFR § 825.200(b)(4); 2 Cal.Code Regs § 11090(b).)~~

- ~~(b) “Single 12 Month Period” means a 12-month period which begins on the first day the eligible employee takes FMLA leave to take care of a covered service member and ends 12 months after that date.~~
- ~~(c) “Child” means a biological, adopted, or foster child, a stepchild, a legal ward, a child of a domestic partner, or a child of a person standing in loco parentis. (Gov. Code § 12945.2(c)(1).)~~
- ~~(d) “Grandchild” means a child of an employee’s child.~~
- ~~(e) “Parent” means the biological parent of an employee or an individual who stands or stood in loco parentis (in place of a parent) to an employee when the employee was a child. This term does not include parents in law. (29 CFR § 825.102; Gov. Code § 12945.2(c)(7).)~~
- ~~(f) “Parent in law” means the parent of a spouse or domestic partner.~~
- ~~(g) “Grandparent” means the parent of an employee’s parent.~~
- ~~(h) “Spouse” means one or two persons to a marriage, regardless of the sex of the persons, and for purposes of CFRA leave, includes a registered domestic partner as defined below. (29 CFR § 825.102; Fam. Code § 300; 2 Cal.Code Regs § 11087(r).)~~
- ~~(i) “Domestic Partner” is another adult with whom the employee has chosen to share their life in an intimate and committed relationship of mutual caring and with whom the employee has filed a Declaration of Domestic Partnership with the Secretary of State, and who meets the criteria specified in California Family Code section 297. A legal union formed in another state that is substantially equivalent to the California domestic partnership is also sufficient. (Fam. Code § 299.2.)~~
- ~~(j) “Sibling” means a person related to another person by blood, adoption, or affinity through a common legal or biological parent.~~
- ~~(k) “Serious Health Condition” means an illness, injury impairment, or physical or mental condition that involves:
 - ~~1) Inpatient Care in a hospital, hospice, or residential medical care facility, including any period of incapacity (e.g., inability to work or perform other regular daily activities due to the serious health condition, treatment involved, or recovery therefrom). A person is considered “inpatient” when a health care facility admits~~~~

~~him or her to the facility with the expectation that he or she will remain at least overnight, even if it later develops that such person can be discharged or transferred to another facility, and does not actually remain overnight; or~~

- ~~2) Continuing treatment by a health care provider: A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:—~~
 - ~~a. A period of incapacity (i.e., inability to work, or perform other regular daily activities) due to serious health condition of more than three consecutive calendar days; and~~
 - ~~b. Any subsequent treatment or period of incapacity relating to the same condition, that also involves:~~
 - ~~i. Treatment two or more times by a health care provider, by a nurse or physician’s assistant under direct supervision by a health care provider, or by a provider of health care services (e.g., a physical therapist) under orders of, or on referral by a health care provider; or~~
 - ~~ii. Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider. This includes, for example, a course of prescription medication or therapy requiring special equipment to resolve or alleviate the health condition. If the medication is over the counter and can be initiated without a visit to a health care provider, it does not constitute a regimen of continuing treatment.~~
- ~~3) Any period of incapacity due to pregnancy or for prenatal care. (29 CFR § 825.120; Gov. Code §12945.2(c)(8).) Note that pregnancy is a “serious health condition” only under the FMLA. Under California law, an employee disabled by pregnancy is entitled to pregnancy leave. (See Policy 808, Leave Because of Pregnancy, Childbirth, or Related Medical Condition.)~~
- ~~4) Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:~~
 - ~~i. Requires periodic visits for treatment by a health care provider, or by a nurse or physician’s assistant under direct supervision of a health care provider;~~
 - ~~ii. Continues over an extended period of time (including recurring episodes of a single underlying condition); and~~

~~iii. May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.). Absences for such incapacity qualify for leave even if the absence lasts only one day.~~

~~5) A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of but need not be receiving active treatment by health care provider.~~

~~6) Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment. (29 CFR § 825.113; Gov. Code § 12945.2(c)(8); 2 Cal. Code Regs § 11087(q)(1).)~~

~~(l) "Health Care Provider" means:~~

~~1) A Doctor of Medicine or Osteopathy who is authorized to practice medicine or surgery in the State of California;~~

~~2) Individuals duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, including another country, which directly treats or supervises treatment of a serious health condition;~~

~~3) Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by x ray to exist) authorized to practice in California and performing within the scope of their practice as defined under California State law;~~

~~4) Nurse practitioners and nurse midwives and clinical social workers who are authorized to practice under California State law and who are performing within the scope of their practice as defined under California State law;~~

~~5) Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; and~~

~~6) Any health care provider from whom an employer or group health plan's benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits. (29 CFR § 825.102; Gov. Code § 12945.2(c)(6).)~~

- ~~(m) “Covered active duty” means: 1) in the case of a member of a regular component of the Armed Forces, duty during deployment of the member with the Armed Forces to a foreign country; or 2) in the case of a member of the reserve component of the Armed Forces, duty during the deployment of members of the Armed Forces to a foreign country under a call or order to active duty under certain specified provisions. (29 CFR § 825.102.)~~
- ~~(n) “Covered Servicemember” means: 1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or 2) a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy. (29 CFR § 825.102 & 825.122.)~~
- ~~(o) “Outpatient Status” means, with respect to a covered servicemember, the status of a member of the Armed Forces assigned to either: (1) a military medical treatment facility as an outpatient; or (2) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients. (29 CFR § 825.102.)~~
- ~~(p) “Next of Kin of a Covered Servicemember” means the nearest blood relative other than the covered servicemember’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. (29 CFR § 825.102.)~~
- ~~(q) “Serious Injury or Illness” means: 1) in the case of a member of the Armed forces, including a member of the National Guard or reserves, means an injury or illness that a covered servicemember incurred in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by the service in the line of duty on active duty in the Armed Forces) and that may render the servicemember medically unfit to perform the duties of the member’s office, grade, rank, or rating; or 2) in the case of a veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran. (29 CFR § 825.102.)~~

~~8.3c—Reasons for Leave~~

~~Leave is only permitted for the reasons listed below.~~

- ~~(a) The birth of a child or to care for a newborn of an employee; (29 CFR § 825.120; Gov. Code § 12945.2(c)(3)(A));~~
- ~~(b) The placement of a child with an employee in connection with the adoption or foster care of a child; (29 CFR § 825.121; Gov. Code § 12945.2(c)(3)(A));~~
- ~~(c) Leave to care for a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner who has a serious health condition; (29 CFR § 825.113; Gov. Code § 12945.2(c)(3)(A) & (B));~~
- ~~(d) Leave because of a serious health condition that makes the employee unable to perform any one or more essential functions of his/her position; (29 CFR § 825.113; Gov. Code § 12945.2(c)(3)(C));~~
- ~~(e) Leave for a variety of “qualifying exigencies” arising out of the fact that an employee’s spouse, domestic partner, child, or parent is on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation (29 CFR § 825.126—This is an FMLA leave and not a CFRA leave); or~~
- ~~(f) Leave to care for a spouse, son, daughter, parent, or “next of kin” who is a covered servicemember of the U.S. Armed Forces who has a serious injury or illness: incurred in the line of duty while on active military duty; or existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces. This leave can run up to 26 weeks of unpaid leave during a single 12-month period. (29 CFR § 825.127—This is a FMLA leave and not a CFRA leave.)~~

~~8.3d—Employees Eligible for Leave~~

~~An employee is eligible for leave if:~~

- ~~(a) The employee has been employed by LAFCo for at least 12 months; and~~
- ~~(a) The employee has been employed by LAFCo for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave; and~~
- ~~(b) The LAFCo directly employs at least 5 employees performing services for a wage or salary. (Gov. Code § 12945.2(b) (3).)~~

~~An employee is eligible for 12 weeks of parental leave to bond with a new child within one year of the child’s birth, adoption or foster care placement if:~~

- ~~(a) The employee has been employed by LAFCo for at least 12 months; and~~

- ~~(a) The employee has been employed by LAFCo for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave; and~~
- ~~(b) LAFCo directly employs at least 5 employees performing services for a wage or salary. (Gov. Code § 12945.6(b)(3).)~~

~~8.3e—Amount of Leave~~

~~Eligible employees are entitled to a total of 12 workweeks (or 26 workweeks to care for a covered servicemember) of leave during any 12-month period. If FMLA leave qualifies as both military caregiver leave and care for a family member with a serious health condition, the leave will be designated as military caregiver leave first. (29 CFR § 825.127.)~~

~~8.3f—Minimum Duration of Leave~~

- ~~(a) If leave is requested for the birth, adoption or foster care placement of a child of the employee, leave must be concluded within one year of the birth or placement of the child. In addition, the basic minimum duration of such leave is two weeks. However, an employee is entitled to leave for one of these purposes (e.g., bonding with a newborn) for less than two weeks duration on any two occasions. (2 Cal.Code Regs § 11090(d).)~~
- ~~(b) If leave is requested to care for a child, parent, spouse or the employee him/herself with a serious health condition, there is no minimum amount of leave that must be taken. However, compliance with the notice and medical certification provisions in this Policy is required. (29 CFR § 825.205; 2 Cal.Code Regs § 11090(e).)~~

~~8.3g—Employee Benefits While on Leave~~

- ~~(a) **Group Health Insurance During Unpaid Leave:** Leave under this Policy is unpaid. While on unpaid leave, employees will continue to be covered by LAFCo's group health insurance for up to 12 weeks each leave year to the same extent that coverage is provided while the employee is on the job. If the employee is disabled by pregnancy, coverage will continue up to four months each leave year. If an employee disabled by pregnancy also uses leave under the CFRA for baby bonding, LAFCo will maintain her coverage while she is disabled by pregnancy (up to four months or 17 1/3 weeks) and during her CFRA leave (up to 12 weeks). (Gov. Code §§ 12945(a)(2)(A) & 12945.2(s).)~~
- ~~(b) **Benefit Plans Not Provided through LAFCo Group Health Plan During Unpaid Leave Do Not Continue:** LAFCo does not pay for benefit plans that are not part of the group health plan for any employee on unpaid leave. As a result, employees will not continue to be covered under LAFCo benefit plans that are not provided through LAFCo group health plans while the employee is on unpaid leave. (2 Cal. Code Regs § 11092(e).)~~
- ~~(c) **Payment of Premiums:** Employees may make the appropriate contributions for continued coverage under the health benefits plans by payroll deductions (if the~~

~~employee is using his or her paid leave) or direct payments (if the employee is not using his or her paid leave). LAFCo will inform the employee whether the direct payments for premiums should be paid to the carrier or to LAFCo, and the deadlines for paying premiums in order to prevent coverage from being dropped. Employee contribution rates are subject to any changes in rates that occur while employee is on leave.~~

- ~~(d) **Recovery of Premium if the Employee Fails to Return from Leave:** If an employee fails to return to work after his/her leave entitlement has been exhausted or expires, LAFCo shall have the right to recover its share of health plan premiums for the entire leave period, unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition of the employee or his/her family member which would entitle the employee to leave, or because of circumstances beyond the employee's control. (29 CFR § 825.213; Gov. Code § 12945.2(f)(1); 2 Cal.Code Regs § 11092(c)(5).)~~

~~**8.3h—Substitution of Paid Accrued Leaves**~~

~~Although family and medical care leave is unpaid, an employee may elect and LAFCo will require an employee to concurrently use all paid accrued leaves during family and medical care leave as described below.~~

~~**8.3i.1—Employee's Right to Use Paid Accrued Leave Concurrently with Family Leave**~~

~~An employee may use any earned or accrued paid leave except sick leave for all or part of any unpaid family and medical care leave. An employee is entitled to use sick leave concurrently with family and medical care leave for the employee's own serious health condition or that of the employee's parent, spouse, domestic partner or child. (Gov. Code § 129045.2(e); Labor Code §§ 233 & 246.5(a)(1).)~~

~~**8.3i.2—LAFCo's Right to Require an Employee to use Paid Leave when using FMLA/CFRA Leave**~~

~~Employees must use and exhaust their accrued leaves concurrently with family and medical care leave to the same extent that employees have the right to use their accrued leaves concurrently with family and medical care leave with two exceptions:~~

- ~~(a) Employees are not required to use paid leave during leave pursuant to a disability plan that pays a portion of the employee's salary while on leave unless the employee agrees to use paid leave to cover the unpaid portion of the disability leave benefit; (29 CFR § 825.207(d); 2 Cal.Code Regs. § 11092(b)(2) & (3)); and~~
- ~~(b) An employee must agree to use accrued sick leave to care for a child, parent, spouse or domestic partner. (Gov. Code § 12945.2(e); 2 Cal.Code Regs § 11092(b).)~~

~~8.3i.3 — LAFCo’s Right to Require an Employee to Exhaust FMLA/CFRA Leave Concurrently with Other Leaves~~

~~If an employee takes a leave of absence for any purpose which also qualifies under both the FMLA and CFRA, LAFCo will designate that leave as running concurrently with the employee’s 12-week FMLA/CFRA leave entitlement. (Labor Code §4850(e).)~~

~~8.3i.4 — LAFCo’s and Employee’s Rights if an Employee Requests Accrued Leave without Mentioning FMLA or CFRA~~

~~If an employee requests to utilize accrued vacation leave or other accrued paid time off without reference to a FMLA/CFRA qualifying purpose, LAFCo may not ask the employee if the leave is for a FMLA/CFRA qualifying purpose. (2 Cal.Code Regs § 11092(b)(4)(A).) However, if LAFCo denies the employee’s request and the employee provides information that the requested time off is for a FMLA/CFRA qualifying purpose, LAFCo may require the employee to exhaust accrued leave as described above. (2 Cal.Code Regs § 11092(b)(4)(A)(1).)~~

~~8.3j — Medical Certification/Recertification~~

~~Employees who request leave must provide a medical certification and/or recertification to support the need for the leave as described below:~~

~~(a) **Employee’s Own Serious Health Condition:** Employees who request leave for their own serious health condition must provide written certification from the health care provider that contains all of the following: the date, if known, on which the serious health condition commenced; the probable duration of the condition; and a statement that, due to the serious health condition, the employee is unable to work at all or is unable to perform any one or more of the essential functions of his or her position. (Gov. Code § 12945.2(j)(2); 2 Cal. Code Regs § 11087(a)(2); 2 Cal.Code Regs § 11091(b)(2).) Upon expiration of the time period the health care provider originally estimated that the employee needed for his/her own serious health condition, the employee must obtain recertification if additional leave is requested. (Gov. Code § 12945.2(j)(2); 2 Cal. Code Regs § 11091(b)(2); 29 CFR § 825.308.)~~

~~(b) **Family Member Serious Health Condition:** Employees who request leave to care for a child, parent, grandparent, grandchild, sibling, domestic partner or a spouse who has serious health condition must provide written certification from the health care provider of the family member requiring care that contains all of the following: the date, if known, on which the serious health condition commenced; the probable duration of the condition; an estimate of the amount of time which the health care provider believes the employee needs to care for the child, parent, grandparent, grandchild, sibling, domestic partner, or spouse, and a statement that the serious health condition warrants the participation of the employee to provide care during a period of treatment or supervision of the family member. The term “warrants the participation of the~~

~~employee” includes, but is not limited to, providing psychological comfort, and arranging third party care for the covered family member, as well as directly providing, or participating in, the medical care. (Gov. Code § 12945.2(k)(1); 2 Cal.Code Regs § 11087(a)(1); 2 Cal.Code Regs § 11091(b)(1).) Upon expiration of the time period the health care provider originally estimated that the employee needed to care for a covered family member, the employer must obtain recertification if additional leave is requested. (Gov. Code § 12945.2(j)(2); 2 Cal.Code Regs § 11091(b)(1); 29 CFR § 825.308.)~~

~~(c) **Servicemember Serious Injury or Illness:** Employees who request FMLA leave to care for a covered servicemember who is a child, spouse, parent or “next of kin” of the employee, must provide written certification from a health care provider regarding the injured servicemember’s serious injury or illness. (29 CFR § 825.310.) LAFCo will verify the certification as permitted by the FMLA regulations. (29 CFR § 825.310(e) &(f).)~~

~~(d) **Qualifying Exigency:** The first time an employee requests FMLA leave because of a qualifying exigency, an employee may require the employee to provide a copy of the military member’s active-duty orders or other documentation issued by the military which indicates that the military member is on covered active duty or call to active-duty status in a foreign country, and the dates of the military member’s active-duty service. A copy of the new active-duty orders or similar documentation shall be provided to LAFCo if the need for leave because of a qualifying exigency arises out of a different active duty or call to active-duty status of the same or a different military member. (29 CFR § 825.309.) LAFCo will verify the certification as permitted by the FMLA regulations. (29 CFR § 825.309(d).)~~

~~**8.3k — Time to Provide a Medical Certification**~~

~~When an employee has provided at least 30 days’ notice for a foreseeable leave, the employee must provide a medical certification before the leave begins. When this is not possible, the employee must provide the medical certification to LAFCo within the time frame requested by LAFCo (which must allow at least 15 calendar days after the employer’s request), unless it is not practicable under the particular circumstances to do so despite the employee’s diligent, good-faith efforts. (2 Cal.Code Regs § 11091(b)(3); 29 CFR § 825.305(b).)~~

~~**8.3l — Consequences for Failure to Provide an Adequate or Timely Certification**~~

~~If an employee provides an incomplete medical certification, the employee will be given a reasonable opportunity to cure any such deficiency. (2 Cal.Code Regs § 11091(b)(3); 29 CFR § 825.313(a) & (b).) However, if an employee fails to provide a medical certification within the time frame established in this Policy, LAFCo may delay the taking of FMLA/CFRA leave until required certification is provided or deny FMLA/CFRA protections following the expiration of the time period to provide an adequate certification. (2 Cal.Code Regs § 11091(b)(3); 29 CFR § 825.313(a).)~~

~~8.3m—Executive Officer Review of the Contents of Medical Certification for Employee’s Own Serious Health Condition~~

~~(a) **Complete and Sufficient:** The employee must provide a certification for his or her own serious health condition that is complete and sufficient to support the request for leave. A certification is incomplete if one or more of the applicable entries on the certification form have not been completed. A certification is insufficient if the information on the certification form is vague, ambiguous, or not responsive. If the certification is incomplete or insufficient, the Executive Officer will give the employee written notice of the deficiencies and seven days to cure, unless a longer period is necessary in light of the employee’s diligent, good faith efforts to address the deficiencies. (29 CFR § 825.305(c).)~~

~~(b) **Authentication and Clarification:** After giving the employee an opportunity to cure the deficiencies in a medical certification for the employee’s own serious health condition, the Executive Officer may contact the health care provider who provided the certification to clarify and/or authenticate the certification. “Authentication” means providing the health care provider with a copy of the certification form and requesting verification that the information on the form was completed or authorized by the health care provider who signed the form. “Clarification” means contacting the health care provider to understand the handwriting on the medical certification or to understand the meaning of the response. The Executive Officer may not ask for additional information beyond that required on the certification form. (29 CFR § 825.307(a).)~~

~~8.3n—Second and Third Medical Opinions for Employee’s Own Serious Health Condition~~

~~If LAFCo has a good faith, objective reason to doubt the validity of a certification for the employee’s serious health condition, LAFCo may require a medical opinion of a second health care provider chosen and paid for by LAFCo. If the second opinion is different from the first, LAFCo may require the opinion of a third provider jointly approved by LAFCo and the employee but paid for by LAFCo. The opinion of the third provider will be binding. (29 CFR § 825.307(b) & (c); 2 Cal.Code Regs § 11091(b)(2)(A).) LAFCo must provide the employee with a copy of the second and third medical opinions, where applicable, without cost, upon the request of the employee. (29 CFR § 825.307(d); 2 Cal.Code Regs § 11091(b)(2)(D).)~~

~~8.3o—Intermittent Leave or Leave on a Reduced Leave Schedule~~

~~If an employee requests leave intermittently (a few days or hours at a time) or on a reduced leave schedule for his or her own serious health condition, or to care for an immediate family member with serious health condition, the employee must provide medical certification that such leave is medically necessary. “Medically necessary” means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule. (2 Cal.Code Regs § 11090(e); 29 CFR § 825.202(b).) LAFCo may require an~~

~~employee who certifies the need for a reduced schedule or intermittent leave to temporarily transfer to an alternate position of equivalent pay and benefits that better accommodates the leave schedule. (2 Cal.Code Regs § 11090(e)(1); 29 CFR § 825.204.)~~

8.3p—Employee Notice of Leave

~~Although LAFCo recognizes that emergencies arise which may require employees to request immediate leave, employees are required to give as much verbal or written notice as possible of their need for leave. (29 CFR § 825.304(a).) If leave is foreseeable, at least 30 days' notice is required. In addition, if an employee knows that he/she will need leave in the future but does not know the exact day(s) (e.g., for the birth of a child or to take care of a newborn), the employee shall inform his/her supervisor as soon as possible that such leave will be needed. (29 CFR § 825.302(a); 2 Cal.Code Regs § 11091(a)(2) & (3).) For foreseeable leave due to a qualifying exigency, an employee must provide verbal or written notice of the need for leave as soon as practicable, regardless of how far in advance such leave is foreseeable. (29 CFR § 825.302(a).)~~

8.3q—Reinstatement Upon Return from Leave

~~(a) **Reinstatement to Same or Equivalent Position:** Upon expiration of leave, an employee is entitled to be reinstated to the position of employment held when the leave commenced, or to an equivalent position with equivalent benefits and pay. Employees have no greater rights to reinstatement, benefits, and other conditions of employment than if the employee had been continuously employed during the FMLA/CFRA period. (2 Cal.Code Regs § 11087(f) & (g); 2 Cal.Code Regs § 11089(a); 29 CFR § 825.214-215; 29 CFR § 825.216.)~~

~~(b) **Date of Reinstatement:** If a definite date of reinstatement has been agreed upon at the beginning of the leave, the employee will be reinstated on the date agreed upon. If the reinstatement date differs from the original agreement of the employee and LAFCo, the employee will be reinstated within two business days, where feasible, after the employee notifies the employer of his/her readiness to return. (2 Cal.Code Regs § 11089(c)(1) & (2).)~~

~~(c) **Employee's Obligation to Periodically Report on His/her Condition:** Employees may be required to periodically report on their status and intent to return to work. This will avoid any delays to reinstatement when the employee is ready to return. (29 CFR § 825.311.)~~

~~(d) **Fitness for Duty Certification:** As a condition of reinstatement of an employee whose leave was due to the employee's own serious health condition, which made the employee unable to perform his or her job, the employee must obtain and present a fitness for duty certification from the health care provider stating that the employee is able to resume work. Failure to provide such certification will result in denial of reinstatement. (Gov. Code § 12945.2(k)(4); 29 CFR § 825.312.)~~

~~8.3r Required Forms~~

~~Employees must complete the applicable forms to receive family and medical care leave. The forms may be found on the LAFCo server and copies can be printed if requested by staff.~~

8.4 Leave Because of Pregnancy, Childbirth, or Related Medical Condition

8.4a Amount of Leave

An employee who is disabled because of pregnancy, childbirth, or a related medical condition is entitled to an unpaid leave for up to the number of hours she would normally work within four calendar months (one-third of a year or 17 1/3 weeks). (Gov. Code § 12945(a).) For a full-time employee who works 40 hours per week, “four months” means 693 hours of leave entitlement, based on 40 hour per week times 17 1/3 weeks. (2 Cal. Code Regs § 11042(a)(1).) An employee who works less than 40 hours per week will receive a pro rata or proportional amount of leave. (2 Cal. Code Regs § 11042(a)(2).)

8.4b Notice & Certification Requirements

- (a) **Notice:** Requests for pregnancy disability leave must be submitted in writing with reasonable advance notice of the medical need for the leave. (2 Cal.Code Regs § 11042(c)(1).) All leaves must be confirmed in writing, have an agreed-upon specific date of return, and be submitted to the Executive Officer. (2 Cal.Code Regs § 11042(a).)
- (b) **Certification:** The request for pregnancy disability leave must be supported by a written certification from the attending physician stating that: 1) the employee is disabled from working by pregnancy, childbirth or a related medical condition; 2) the date on which the employee became disabled by pregnancy, childbirth or a related medical condition; and 3) the estimated duration or end date of the leave. (2 Cal.Code Regs §§11050(b)(7); 11050(e).)

8.4c Compensation During Leave

Pregnancy disability leaves are without pay. However, the employee must first use sick leave, if any. (2 Cal.Code Regs § 11044(b)(1).) Once sick leave is depleted, the employee may elect to use vacation leave or any other accrued paid time off during the leave. (2 Cal.Code Regs § 11044(b)(2).)

8.4d Benefits During Leave

- (a) **Group Health Insurance:** An employee on pregnancy disability leave may continue to receive any group health insurance coverage that was provided before her leave, beginning on the date the pregnancy disability leave begins and continuing for up to four months in a 12-month period, at the same level and under the same conditions

that coverage would have been provided if the employee had continued in employment continuously for the duration of the leave. (Gov. Code § 12945(a)(2)(A); 2 Cal. Code Regs § 11044(c).) LAFCo may recover premiums it paid to maintain health coverage if an employee does not return to work following pregnancy disability leave, unless the reason for the failure to return is a circumstance beyond her control or the use of the separate right to 12 weeks of bonding leave under the California Family and Medical Leave Act. (Gov. Code § 12945(a)(2)(A); 2 Cal. Code Regs § 11044(c)(3).)

- (b) *Sick and Vacation Leaves*: Sick and vacation leaves do not accrue while an employee is on unpaid pregnancy disability leave. (See 2 Cal. Code Regs § 11044(d)(1).)
- (c) *Employee Status during Leave*: The employee retains employee status during the leave. The leave is not a break in service for purposes of longevity or seniority under any collective bargaining agreement or employee benefit plan. Benefits will be resumed upon the employee's reinstatement in the same manner and at the same levels as provided when the leave began, without any new qualification period, physical exam, or other qualifying provisions. (2 Cal. Code Regs § 11044(e).)

8.4e Reinstatement

- (a) Upon the expiration of pregnancy leave, the employee will be reinstated to her original or a comparable position, so long as it was not eliminated for a legitimate business reason during the leave. (2 Cal. Code Regs § 11043(c).)
- (b) If the employee's original position is no longer available, the employee will be assigned to a comparable, open position. (2 Cal. Code Regs § 11043(c)(2).)
- (c) If upon return from leave an employee is unable to perform the essential functions of her job because of a physical or mental disability, LAFCo will initiate an interactive process with the employee in order to identify a potential reasonable accommodation in accordance with these Policies. (See Policy 206, Reasonable Accommodation and Interactive Process.)

8.5 Other Leaves

8.5a Reproductive Loss Leave

LAFCo provides Reproductive Loss Leave to eligible employees.

8.5a.1 Reproductive Loss Event

A reproductive loss event is any of the following:

- Miscarriage
- Stillbirth
- Failed adoption
- Failed surrogacy
- Unsuccessful assisted reproduction

8.5a.2 Eligibility

To be eligible for Reproductive Loss Leave, an employee must have worked for LAFCo for at least 30 days prior to the start of the leave. An employee can take leave following their own reproductive loss event or that of another person – such as a spouse or domestic partner – if the employee would have been the parent of the child born or adopted. Employees are not required to submit documentation in support of their leave request.

8.5a.3 Timing and duration of leave

An eligible employee may take up to five days' leave for each reproductive loss event. Reproductive Loss Leave does not need to be taken on consecutive days but must be completed within three months of the date of the event. This means employees can choose to take all five days at once or break up the days over a longer period, as long as their leave is completed within three months. Reproductive Loss Leave is separate from, and in addition to, other types of leave to which employees are entitled (such as leave under the California Family Rights Act (CFRA) or California's Pregnancy Disability Leave law (PDL)). If an eligible employee is taking leave under any other state or federal leave entitlement, prior to or immediately following the reproductive loss, then the employee shall complete their Reproductive Loss Leave within three months after the end of their other leave. If an employee experiences more than one reproductive loss event within a 12-month period, reproductive loss leave time is limited to a total of 20 days within a 12-month period.

8.5a.4 Pay during Reproductive Loss Leave

Employees can use any available vacation time, sick days, or personal days to cover their Reproductive Loss Leave. Otherwise, reproductive loss leave is unpaid.

8.5a.5 Confidentiality and No Retaliation

LAFCo will maintain the confidentiality of any employee requesting Reproductive Loss Leave. LAFCo will not retaliate against an individual for exercising any rights regarding Reproductive Loss Leave.

8.5a Jury Duty Leave/Subpoenaed or Court-Ordered Witness Leave

Any employee, who is summoned to serve on a jury, or subpoenaed or ordered to be a witness, must notify his or her supervisor ~~or department head~~ as soon as possible. Any employee who is

released from jury service prior to the end of his or her scheduled work hours must report to work unless otherwise authorized by his or her supervisor. (Gov. Code § 1230; Labor Code § 230; 28 USC § 1875(c).)

8.5a.1 Overtime-Eligible Employees

All overtime-eligible employees will be paid for actual work hours missed because of time spent in jury service or court. The time spent on jury duty is not work time for purposes of calculating overtime compensation. LAFCo will offset from pay the amount the employee receives from the Court for jury fees (but not amounts received for parking and/or mileage).

8.5a.2 Overtime-Exempt Employees

All FLSA-exempt employees will continue to receive their normal salary while on jury duty or as serving as a witness only for any work week in which they perform any work duties. (29 CFR § 541.602(a) & (b)(3).) LAFCo will offset the amount from pay the employee receives from the Court for jury fees (but not amounts received for parking and/or mileage). (29 CFR § 541.602(b)(3).)

8.5b Other Court or Administrative Proceeding Appearances

8.5b.1 Regarding Agency Duties

Any employee, including a temporary, seasonal, or extra help employee, who is subpoenaed to appear in court in a matter regarding an event or transaction in the course of his or her LAFCo job duties, must give his or her supervisor as much advance notice as is possible. LAFCo will determine whether the matter involves an event or transaction in the course of the employee's LAFCo job duties. If so, this leave to appear in court will be without loss of compensation, and the time spent will be considered work time. LAFCo will offset the amount from pay the employee receives for witness fees (but not amounts received for parking and/or mileage).

8.5b.2 Regarding Employee-Initiated Proceedings

Any employee, including a temporary, seasonal, or extra help employee who is subpoenaed to appear or appears in court because of civil or administrative proceedings that he or she initiated is not entitled to receive compensation for time spent related to those proceedings. An employee may request to receive time off without pay or may use any accrued leave other than sick leave for time spent related to those proceedings. The time spent in these proceedings is not considered work time. ~~Notwithstanding the above, an employee who is testifying or appearing as the designated representative in PERB conferences or hearings, or at a personnel or merit commission is entitled to paid release time. (Gov. Code § 3505.3(a)(2) & (3).)~~

8.5b.3 Regarding Crime Victim/ Victim Family Member Court Attendance Leave

Any employee, including a temporary, seasonal, or extra help employee, who is a victim of a crime that is a serious or violent felony, or a felony involving theft or embezzlement, may take leave from work to attend judicial proceedings related to that crime, if the employee provides LAFCo a copy of the notice of the scheduled proceeding in advance. If advance notice is not feasible, the employee must provide LAFCo, within a reasonable time after the leave is taken, documentation from the District Attorney, victim's rights office, or court / governing agency that shows that the judicial proceeding occurred when the leave was used. An employee who is an immediate family member of such a crime victim, including: a registered domestic partner; the child of the registered domestic partner; spouse; child; stepchild; brother; stepbrother; sister; stepsister; mother; stepmother; father; or stepfather of the crime victim is also entitled to leave from work to attend judicial proceedings relating to that crime. The leave is unpaid unless the employee elects to use accrued vacation, sick, or other paid leave, or compensatory time off. (Labor Code § 230.2.)

8.5b.4 Regarding Crime Victim/ Family Member Victims' Rights Proceedings Leave

Any employee, including a temporary, seasonal, or extra help employee, who is a victim of a crime listed in Labor Code section 230.5(a)(2)(A), may take leave from work to appear in court to be heard at any proceeding in which the right of the victim is at issue, if the employee provides the employer reasonable advance notice. If advance notice is not feasible, the employee must provide LAFCo, within a reasonable time after the leave is taken, certification from a police report, a district attorney or court, or from a health care provider or victim advocate, that the employee was a victim of any of the crimes listed in Labor Code section 230.5(a)(2)(A). An employee who is a spouse, parent, child, sibling, or guardian of such a crime victim is also a victim who is entitled to this leave if the above notice or certification requirements are met. The leave is unpaid unless the employee elects to use accrued vacation or paid leave, or compensatory time off.

8.5c Leave for Victims of Domestic Violence, Sexual Assault, or Stalking to Obtain Restraining Orders or Injunctive Relief

Any employee, including a temporary, seasonal, or extra help employee, who is a victim of domestic violence, sexual assault, or stalking, may take leave from work to obtain or attempt to obtain any relief, including, but not limited to: a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the employee or his or her child, if the employee provides advance notice of the need for leave. If advance notice is not feasible, the employee must provide any of the following certifications within a reasonable time after the leave: a police report indicating that the employee was a victim; a court order protecting the employee from the perpetrator; evidence from the district attorney or court that the employee has appeared in court; or documentation from a health care provider or counselor that the employee was undergoing treatment for physical or mental injuries or abuse. The leave is unpaid unless the employee elects to use 2014 Healthy Workplaces sick leave (Labor Code § 246.5(a)(2)), accrued vacation or paid leave, or compensatory time off. (Labor Code § 230.5(f).)

8.5c.1 Leave for Victims of Domestic Violence, Sexual Assault, or Stalking to Obtain Medical Attention or Counseling or Safety Planning

Any employee, including a temporary, seasonal, or extra help employee, who is a victim of domestic violence, sexual assault, or stalking, may take leave from work to attend to any of the following: obtaining medical attention or psychological counseling; obtaining services from a shelter, program or crisis center; or participating in safety planning or other actions to increase safety, if the employee provides advance notice of the employee's intention to take time off for these purposes. If advance notice is not feasible, the employee must provide any of the following to LAFCo within a reasonable time after the leave: a police report indicating that the employee was a victim; a court order protecting the employee from the perpetrator; evidence from the district attorney or court that the employee has appeared in court; or documentation from a health care provider or counselor that the employee was undergoing treatment for physical or mental injuries or abuse. The leave is unpaid unless the employee elects to use 2014 Healthy Workplaces sick leave (Labor Code § 246.5(a)(2)), accrued vacation or personal leave, or compensatory time off.

8.5d Bereavement Leave

All employees, including ~~or except~~ temporary, seasonal, or extra help employees, may utilize paid bereavement leave to attend a funeral or memorial service, or to take care of family matters, that are related to the death of a member of immediate family. "Immediate family" consists of the following: employee's spouse, domestic partner, child, stepchild, parent, grandparent, grandchild, brother, sister, mother/father-in-law, son or daughter-in-law, brother or sister-in-law, legal guardian, or custodial child, or the same relatives of a domestic partner. Employees are entitled to up to ~~three~~five days for each death in the immediate family (the first three -of which are paid). An employee who utilizes bereavement leave shall notify his/her supervisor or department head of the intent to use such leave. Leave can be taken intermittently, but must be concluded within ninety (90) days of the death. The employee can substitute any available paid leave for the two otherwise unpaid days.

8.5e Military Leave

Military leave will be granted in accordance with state and federal law. An employee requesting leave for this purpose shall promptly provide the ~~department head~~Executive Officer with a copy of the military orders specifying the dates, site and purpose of the activity or mission. Within the limits of such orders, the ~~department head~~Executive Officer may determine when the leave is to be taken and may modify the employee's work schedule to accommodate the request for leave.

8.5f School-Related Leave

8.5f.1 School or Licensed Day Care Activity Leave

Any employee who is a parent, guardian, stepparent, foster parent, grandparent, or person who stands in loco parentis to one or more children who are in kindergarten or grades 1 through 12, or who are in a licensed child care facility, shall be allowed up to 40 hours each school year, not to exceed eight hours in any calendar month of the school year, to: participate in activities of their child's school or licensed child care facility; find, enroll, or re-enroll a child in a school or with a licensed childcare provider; or to pick up a child due to a childcare provider or school emergency. The employee must provide reasonable advance notice to his/her supervisor of the planned absence. The leave is unpaid unless the employee uses vacation, personal leave or compensatory time off. The employee must provide documentation from the school or licensed childcare facility as verification that the employee participated in school or childcare facility activities on a specific date and at a particular time. If both parents, guardians, or grandparents having custody work for LAFCo at the same LAFCo work site, only the first parent requesting will be entitled to leave under this provision. (Labor Code § 230.8.)

8.5f.2 Child Suspension Leave

Any employee who is the parent or guardian of a child in grades 1 through 12 may take time off to go to the child's school in response to a request from the child's school, if the employee gives advance notice to his or her supervisor. A school has the authority to request that the parent attend the child's school if the child has: committed any obscene act; habitually used profanity or vulgarity; disrupted school activities; or otherwise willfully defied the valid authority of school personnel.

8.5g Paid Administrative Leave

LAFCo has the right to place an employee on leave with full pay for non-disciplinary reasons at any time when the Executive Officer has determined that the employee's and/or LAFCo best interests warrant the leave. The employee does not have a right to appeal the decision to be placed on administrative leave with pay.

8.5h Leave of Absence Without Pay Must Be Authorized by Law or These Policies

Unless authorized by law or a LAFCo policy, an employee is not entitled to a leave of absence without pay. An authorized leave of absence without pay is not a break in service for purposes of calculating seniority. Unless required by law, vacation leave credits, sick leave credits, increases in salary, all other paid leaves, holidays and fringe benefits and other similar benefits do not accrue to an employee on unpaid leave. Unless required by law, LAFCo will not maintain contributions toward group insurance or retirement coverage for the employee on such leave. During the period of authorized unpaid leave, all service and leave credits shall be retained at the levels existing as of the effective date of the leave.

8.5i Industrial Injury Leave

8.5i.1 Pay Status of Employees on Workers' Compensation Leave ~~Not Covered by Labor Code Section 4850~~

Employees, ~~other than those covered by Labor Code section 4850, who are absent from work by reason of an injury or illness covered by Workers' Compensation,~~ shall continue in pay status under the following provisions.

8.5i.1.A Coordination of Benefits

When the employee authorizes, the difference between the amount granted pursuant to such Workers' Compensation and the employee's regular pay will be deducted from the employee's accumulated sick leave, vacation, ~~personal floating~~ holidays, ~~personal leave~~, and compensatory time, if any. The employee will continue in pay status and receive his or her pay until his/her accumulated sick leave, and authorized compensatory time, personal holidays and vacation days, have been depleted to the nearest hour.

8.5i.1.B Accrual of Sick and Vacation Leave Continues While on Paid Leave

During the time the employee is in fully paid status while absent from work by reason of injury or illness covered by Workers' Compensation, he or she shall continue to accrue sick leave and vacation benefits as though he or she were not on leave of absence.

8.5i.1.C Unpaid Leave and Continuation of Health Care Benefits

Any employee subject to this Policy who depletes his or her accumulated sick leave, compensatory time, personal holiday time and vacation days while absent from work by reason of an injury or illness covered by Workers' Compensation may receive an unpaid leave of absence and continuation of health care benefits consistent with state and/or federal law. During any unpaid leave, the employee will not continue to accrue sick leave, vacation, or any other paid leave.

8.5j Time Off to Vote

Any employee, if he or she does not have sufficient time outside of working hours to vote, may request up to two hours of paid leave either at the beginning or end of scheduled working hours to enable him or her to vote. The employee must request time off to vote from his or her supervisor at least two days prior to election day.

Chapter 9 Resignation, Job Abandonment, Layoff, and Separation

9.1 Resignation, Job Abandonment, Layoff and Separation

9.1a Types of Separation

All separations of employees from positions in LAFCo employment are designated as one of the following types:

- Probationary Release;
- Release of temporary/ seasonal/ extra help employee;
- Resignation;
- Retirement;
- Job abandonment;
- Layoff;
- Non-disciplinary separation; or
- Disciplinary separation.

9.1b Probationary Release

Probationary employees serving in their initial (or extended) probationary period with LAFCo may be released at any time during the probationary period as recommended by the Executive Officer, without cause or reason or notice. A released probationary employee has no right to appeal or to submit a grievance regarding their release.

9.1c Release of Temporary/Seasonal/Extra Help Employees

A temporary/ seasonal/ extra help employee may be separated at any time, without cause, and without right to any appeal or grievance.

9.1d Resignation

An employee who wishes to resign his or her LAFCo employment in good standing must submit written notice of resignation to the Executive Officer at least two weeks prior to the planned separation date. The written notice must state the reasons for the resignation. Failure to follow the aforementioned procedure may be cause for denying future employment with LAFCo. A resignation becomes final when the Executive Officer accepts the resignation in writing. Once a resignation has been accepted, it is final and irrevocable. A resignation can be accepted by the Executive Officer even if it is submitted less than two weeks prior to the planned resignation date.

9.1e Retirement

An employee planning to retire may provide a written notice to the Executive Officer prior to the effective date of the retirement. A notice of retirement becomes final when the Executive Officer accepts the notice of retirement in writing. Once a notice of retirement has been accepted, it is final and irrevocable.

9.1f Job Abandonment

An employee is deemed to have resigned from his/her position if he or she is absent for five consecutive scheduled workdays/shifts without prior authorization and without notification during the period of the absence. The employee will be given written notice, at his or her address of record, of the circumstances of the job abandonment, and an opportunity to provide an explanation for the employee's unauthorized absence. An employee who promptly responds to the agency's written notice, within the timeframe set forth in the written notice, can arrange for an appointment with the Executive Officer before final action is taken, to explain the unauthorized absence and failure of notification. An employee separated for job abandonment will be reinstated upon proof of justification for such absence, such as severe accident, severe illness, false arrest, or mental or physical impairment which prevented notification. No employee separated for job abandonment has the right to a post-separation appeal.

9.1g Layoff

Whenever, in the judgment of LAFCo Commission, a reduction in personnel is necessary for economic or operational reasons, any employee may be laid off or demoted for non-disciplinary reasons.

9.1g.1 Selection

The Executive Officer shall prepare a layoff list, giving consideration to all applicable factors, including operational needs, business necessity, job performance, competence and skill-set of individual employees, and longevity of service with LAFCo (where practical). Longevity will not dictate layoff choice where other relevant factors apply.

9.1g.2 Notice

Employees to be laid off shall be notified as soon as practicable and given at least fourteen (14) calendar days prior notice. A layoff is not subject to appeal or any other challenge.

9.1g.1 Order of Layoffs

~~Employees will be laid off in the inverse order of their seniority in their classification in the department. Seniority is determined based on the length of employment in the affected classification in the department, or higher classifications in the department. Length of employment includes all days of employment in attendance at work and on authorized or legally protected leaves of absence. Length of service does not include unauthorized periods of leave or suspension or layoff. Within each classification, employees will be laid off in the following order: temporary; part time; probationary; and for cause status. If two or more employees in a classification to be laid off have the same length of employment, the employee to be laid off will be decided by lottery.~~

~~**9.1g.2 Notification of Layoff**~~

~~Employees to be laid off will be given 21 calendar days' notice of layoff.~~

~~**9.1g.3 Displacement**~~

~~For cause employees who are noticed for layoff and who have held for cause status in a lower classification within the same classification series in the same department, may displace employees in the lower classification provided that the employee seeking to displace has greater length of employment in the lower classification than the incumbent in the lower classification. Employees in lower classifications will be displaced in inverse order of their length of employment in the classification. Any employee who seeks to displace another must provide the Executive Officer with written notice no later than five working days after the date of the notice of layoff.~~

~~**9.1g.4 Appeal**~~

~~An employee who has been noticed for layoff, and who has any questions or concerns about the layoff decision or process may make an appointment to be heard by the Executive Officer for an informal pre layoff review. The employee must request this appeal in writing within five workdays from the date of the notice of layoff. The Executive Officer decision is final.~~

9.1h Non-Disciplinary Separation

Any employee separated because of an inability to accommodate after the reasonable accommodation and interactive process is concluded, will be given a written pre-separation notice of the reasons for the separation, the evidence supporting the decision to separate for non-disciplinary reasons, and an opportunity to respond before the separation takes effect. Any for-cause employee has the opportunity for a post-separation appeal as described in Chapter 10 of these rules, Causes for Discipline and Procedures.

9.1i Disciplinary Separation

A for-cause employee may be separated for disciplinary reasons pursuant to the policy and procedures in Chapter 10 of these rules, Causes for Discipline and Procedures.

9.1j Return of LAFCo Property

All LAFCo property in the employee's possession must be returned prior to separation, including keys, key fobs, identification cards, equipment, credit cards, gas cards, cell phones, pagers, and any other LAFCo equipment.

9.1k Job References/Verification of Employment

All reference inquiries and verifications of employment must be referred to and approved by the Executive Officer. Unless the Executive Officer receives a written waiver signed by the employee, LAFCo will release only the employee's dates of employment ~~and~~, last position held, ~~and final salary rate~~. ~~Department heads and s~~Supervisors should not provide information in response to requests for reference checks or verification of employment, unless specifically approved by the Executive Officer on a case-by-case basis.

Chapter 10 Discipline

10.1 Causes for Discipline and Procedures

10.1a Causes for Discipline

Employees may be disciplined for, including but not limited to, any of the following causes of discipline:

1. Violation of any employment policy, department rule, LAFCo policy or LAFCo regulation, ordinance or resolution;
2. Absence without authorized leave or tardiness;
3. Excessive absenteeism and/or tardiness as defined by the employee's department head, and/or these Policies;
4. Use of leave from work in a manner not authorized or provided for under LAFCo policies;
5. Making any false representation or statement, or making any omission of a material fact;
6. Providing wrong or misleading information or other fraud in securing appointment, promotion or maintaining employment;
7. Unsatisfactory job performance;
8. Inefficiency;
9. Damaging any LAFCo property, equipment, resource, or vehicle, or the waste of LAFCo supplies through negligence or misconduct.
10. Insubordination; or insulting or demeaning the authority of a supervisor or manager;
11. Dishonesty;
12. Theft;
13. Violation of the LAFCo's or a department's confidentiality policies, or disclosure of confidential LAFCo information to any unauthorized person or entity;
14. Misuse or unauthorized use of any LAFCo property, including, but not limited to: physical property, electronic resources, supplies, tools, equipment, LAFCo communication systems, LAFCo vehicles or intellectual property;

15. Mishandling of public funds;
16. Falsifying or tampering with any LAFCo record, including work time or financial records;
17. Discourteous or offensive treatment of the public or other employees;
18. Abusive conduct, including malicious verbal, visual or physical actions, or the gratuitous sabotage or undermining of a person's work performance.
19. Conviction, meaning any judicial determination of guilt, of a crime that has a nexus to the employee's job duties;
20. Unapproved outside employment or activity, or other enterprise that constitutes a conflict of interest with service to the LAFCo;
21. Any conduct that impairs, disrupts or causes discredit to the LAFCo, to the public service, or other employee's employment;
22. Reckless or unsafe conduct;
23. Working overtime without prior authorization or refusing to work assigned overtime;
24. Carrying firearms or other dangerous weapons while on duty when not required by job duties.
25. Horseplay or fighting.

10.1b Types of Counseling, Reprimands and Discipline

The following are types of counseling, reprimands and discipline which LAFCo may impose:

- (a) **Counseling Memo:** A counseling memo will be provided to an employee to identify: a failure of appropriate conduct or performance issue; the performance the employee is to demonstrate in the future; and consequences for failure to correct the behavior or problem. A counseling memo will be retained in the supervisor's file until the completion of the evaluation year, and then documented in the performance evaluation, as the supervisor deems necessary. A counseling memo is not subject to the discipline or discipline appeal procedures described below.
- (b) **Verbal Reprimand:** A verbal reprimand is a verbal direction from a supervisory employee to discontinue inappropriate conduct or to correct a performance issue. A verbal reprimand will be documented in writing and retained in the supervisor's file until the completion of the evaluation year and then documented in the performance evaluation, as the supervisor deems necessary. A verbal reprimand is not subject to the discipline or discipline appeal procedures described below.

- (c) **Written Reprimand:** A written reprimand is written direction from a supervisory employee to discontinue inappropriate conduct or to correct a performance issue. A written reprimand will be retained in the employee's personnel file and documented in the performance evaluation. Unless required by law, a written reprimand is not subject to the discipline or discipline appeal procedures described below. The employee has the right to have his or her written rebuttal attached to the reprimand in the employee's personnel file, if the employee submits the rebuttal to the Executive Officer within 14 days after the reprimand is received.
- (d) **Suspension Without Pay:** LAFCo may suspend an employee from his/her position without pay for cause. Documents related to a suspension shall become part of the employee's personnel file when the suspension is final and documented in the performance evaluation. A suspension without pay is subject to the discipline and discipline appeal procedures described below. Employees who are exempt from Fair Labor Standards Act (FLSA) overtime will only be suspended as authorized by the FLSA.
- (e) **Reduction in Pay ~~or Paid Leave:~~** LAFCo may reduce an employee's pay ~~or paid leave~~ for cause. A reduction in pay for disciplinary purposes may take one of three forms: 1) a decrease in salary to a lower step within the salary range; or 2) a decrease in salary paid to an employee for a fixed period of time; ~~or 3) loss of accrued paid vacation or administrative leave, floating holiday, or compensatory time off.~~ Documents related to a reduction in pay shall become part of the employee's personnel file when the reduction in pay is final and documented in the performance evaluation. A reduction in pay is subject to the discipline and discipline appeal procedures described below. Employees who are exempt from the Fair Labor Standards Act (FLSA) overtime requirements are not subject to pay reduction below the minimum salary requirements, ~~except loss of accrued vacation, floating holiday, or administrative leave.~~
- (f) **Demotion:** LAFCo may demote an employee from his or her position to a lower position for cause. Documents related to a demotion shall become part of the employee's personnel file when the demotion is final and documented in the performance evaluation. A demotion is subject to the discipline and discipline appeal procedures described below.
- (g) **Dismissal:** LAFCo may dismiss an employee from his or her position for cause. Documents related to the dismissal shall become a part of an employee's personnel file when the dismissal is final. A dismissed employee is entitled to the discipline and discipline appeal procedures described below.

10.1c Discipline Procedures

The following discipline procedures only apply to the LAFCo's for-cause employees. All employees other than for-cause employees, namely temporary, seasonal, extra-help, at-will, probationary employees, may be disciplined or separated at will, with or without cause, and

without the disciplinary procedures listed below. The following discipline procedures apply only to suspension without pay, reduction in pay, demotion, or dismissal.

(a) *“Skelly”* Notice of Intended Disciplinary Action to Employee: A written notice of the intended disciplinary action shall be given to the employee, which will include the following information:

- The level of the intended discipline;
- The specific charges that support the intended discipline;
- A summary of the facts that show that the elements of each charge at issue in the intended discipline;
- A copy of all materials upon which the intended discipline is based;
- Notice of the employee’s right to respond to the Executive Officer or designee regarding the intended discipline within seven calendar days from the date of the notice, either by requesting a *Skelly* conference, or by providing a written response, or both;
- Notice of the employee’s right to have a representative of his or her choice at the *Skelly* conference; and
- Notice that failure to respond by the time specified constitutes a waiver of the right to respond prior to final discipline being imposed.

(b) **Response by Employee and *Skelly* Conference:** If the employee requests a *Skelly* conference, the Executive Officer will select an individual outside LAFCo to act as the *Skelly* Officer and ~~or designee will~~ conduct an informal meeting with the employee. During the informal meeting, the employee shall have the opportunity to rebut the charges against him or her and present any mitigating circumstances. The ~~Executive-*Skelly*~~ Officer will consider the employee’s presentation ~~before and will provide a written decision to the Executive Officer, which can consist of a recommendation that the discipline be imposed as proposed, that the discipline be modified, or that no discipline be imposed. issuing the disciplinary action.~~ The employee’s failure to attend the *Skelly* conference, or to deliver a written response by the date specified in the *Skelly* notice, is a waiver of the right to respond, and LAFCo will proceed with issuing a final notice of discipline. ~~the intended disciplinary action will be imposed on the date specified in the *Skelly* letter.~~

(c) **Final Notice of Discipline:** After the *Skelly* conference and receiving and considering the *Skelly* Officer’s written decision (or if the employee failed to appear for the *Skelly* conference or provide any written response), ~~for timely receipt of the employee’s written response,~~ the Executive Officer will: 1) take no disciplinary action; 2) modify the intended discipline; or 3) impose the intended disciplinary action. In any case, the Executive Officer will provide the employee with a notice that contains the following:

- The level of discipline, if any, to be imposed and the effective date of the discipline;
- The specific charges upon which the discipline is based;

- A summary of the facts that show that the elements of each charge at issue in the intended discipline;
- A copy of all materials upon which the discipline is based; and
- A reference to the employee's appeal right and deadline to appeal.

(d) Delivery of the Final Notice of Discipline: The final notice of discipline will be sent by mail method that verifies delivery to the last known address of the employee or delivered to the employee in person. If the notice is not deliverable because the employee has moved without notifying LAFCo or the employee refuses to accept delivery, the effective date of discipline will be the date the post office or delivery service attempted delivery.

10.1d Discipline Appeal Procedures

The following appeal procedures only apply to LAFCo's for-cause employees. All employees other than for-cause employees, namely temporary, seasonal, extra-help, at-will, probationary employees, may be disciplined or separated at will, with or without cause, and without the disciplinary appeal procedures listed below. The following appeal procedures apply only to suspension without pay, demotion, reduction in pay or dismissal.

(a) Request for Appeal Hearing: An employee may submit a written request for appeal to the Executive Officer within 14 calendar days from: 1) receipt of the final notice of discipline; or 2) the date of attempted delivery by the post office or delivery service of the notice to the last known address of the employee. Failure to file a timely written request for an appeal waives the right to an appeal hearing and any appeal of the discipline. The Executive Officer shall forward a timely request for appeal to the Personnel Committee for further action.

Appeal Hearing Officer: ~~LAFCo's Personnel Committee shall hear the appeal, unless~~ LAFCo will designates an individual selected through the State Medication and Conciliation Service (SMCS) to serve as the Skelly Hearing officer for the disciplinary appeal at issue.

(b) Date and Time of the Appeal Hearing: Once the appeal hearing officer has been designated, the Executive Officer will set a date for an appeal hearing. The employee shall be notified in writing at least 21 days prior to the hearing of the scheduled date.

(c) Prehearing Notice of Witnesses and Evidence: No later than 10 days before the hearing date, each party will provide the other and the appeal hearing officer a list of all witnesses to be called (except rebuttal witnesses), ~~and a copy of all evidence (except rebuttal evidence) to be submitted~~ at the hearing. ~~LAFCo will use numbers to identify its evidence; the employee will use alphabet letters.~~ Neither party will be permitted to call any witness ~~or evidence~~ that has not been listed, unless that party can show that the party could not have reasonably anticipated the need for the witness ~~or exhibit~~.

(d) Subpoenas: Upon the request of either party, and upon his or her own motion, the hearing officer will issue subpoenas to compel attendance at the appeal hearing. Each party is responsible for serving his/her/its own subpoenas. LAFCo employees who are subpoenaed to testify during working hours will be released with pay to appear at the hearing. LAFCo employees who are subpoenaed to testify during non-working hours will be compensated for the time they actually spend testifying.

(e) Continuances: The appeal hearing officer may continue a scheduled hearing only upon good cause shown.

(f) Record of the Appeal Hearing: The hearing shall be recorded, either electronically or by a court reporter, at the option of LAFCo. If LAFCo orders a transcript or makes a transcript of the recording, LAFCo will notify the employee within three days of ordering or making the transcript and will provide a copy of the transcript upon receipt of the costs of duplication.

(g) Employee Appearance: The employee must appear personally before the hearing officer at the time and place set for the hearing. The employee may be represented by any person he or she may select, provided the selected individual is not involved in the underlying matter giving rise to the disciplinary action.

(h) Conduct of the Hearing:

- 1) **Sworn Testimony:** All witnesses shall be sworn in prior to testifying. The hearing officer or court reporter shall request each witness to raise his or her hand and respond to the following: “Do you swear that the testimony that you are about to give is the truth, the whole truth, and nothing but the truth?”
- 2) **Evidence:** Hearings need not be conducted according to technical rules relating to evidence and witnesses, but hearings shall be conducted in a manner that the hearing officer decides is the most conducive to determining the truth. The rules dealing with privileges shall be effective to the same extent that they are recognized in civil actions. Irrelevant or unduly repetitious evidence may be excluded. The appeal hearing officer shall determine the relevance, weight and credibility of testimony and evidence.
- 3) **Exclusion of Witnesses:** During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing.
- 4) **Burden of Proof:** LAFCo has the burden of proof by the preponderance of the evidence.

- 5) **Authority of Hearing Officer:** The appeal hearing officer shall not have the power to alter, amend, change, add to, or subtract from any of the terms of these Policies.
 - 6) **Professionalism:** All parties and their attorneys or representatives shall not, by written submission or oral presentation, disparage the intelligence, ethics, morals, integrity or personal behavior of their adversaries or the appeal hearing officer.
- (i) **Presentation of the Case:** The parties will address their remarks, evidence, and objections to the appeal hearing officer. The appeal hearing officer may terminate argument at any time and issue a ruling regarding an objection or any other matter. The appeal hearing officer may limit redundant or irrelevant testimony, or directly question the witness. The hearing will proceed in the following order unless the appeal hearing officer directs otherwise:
- 1) LAFCo is permitted to make an opening statement;
 - 2) The employee is permitted to make an opening statement;
 - 3) LAFCo will produce its evidence;
 - 4) The employee will produce its evidence;
 - 5) LAFCo, followed by the employee, may present rebuttal evidence;
 - 6) Oral closing arguments of no more than 20 minutes may be permitted at the discretion of the appeal hearing officer. LAFCo argues first, the employee argues second, and if LAFCo reserved a portion of its time for rebuttal, LAFCo may present a rebuttal.
- (j) **Written Briefs:** Either party may request to submit a written brief and/or a draft decision. The appeal hearing officer will determine whether to allow written briefs or draft decisions, the deadline for submitting briefs, and the page limit for briefs.
- (k) **Appeal Hearing Officer's Recommended Decision:** Within 60 days of the conclusion of the hearing, the appeal hearing officer shall make written findings and a recommended decision as to the discipline. That decision shall be provided to both parties.

The LAFCo Commission shall review the findings and recommendations of the appeal hearing officer, and will allow arguments on behalf of each party to be submitted in writing, and may then affirm, revoke, or modify the ~~findings, recommendations, or disciplinary action taken,~~ recommendation of the Hearing Officer as to the disciplinary action taken. The decision of the LAFCo Commission is final. There is no process for reconsideration before the Commission.

(l) Proof of Service of the Written Findings and Decision: LAFCo will mail a copy of the final written findings and decision, along with a proof of service of mailing that confirms that each of the parties and each of the parties' representatives were mailed the final written findings and decision. It shall be the responsibility of the employee to inform the LAFCo of his/her address. A copy of the decision shall also be provided to the Executive Officer.

(m) Right To Further Challenge. The decision of the LAFCo Commission shall be final. As provided by the California Code of Civil Procedure §§ 1094.5 and 1094.6, the parties shall have ninety (90) days from the date of mailing the final written findings and decision to appeal the decision to the Superior Court in and for the County of Marin.

Chapter 11 Grievances

11.1 Grievance Procedures

11.1a Definition of a Grievance

A grievance is an alleged violation of a specific provision of these Policies that adversely affects the employee and that contains all of the information listed in the “Statement of the Grievance” below. The following procedure applies to all LAFCo employees, unless: another dispute resolution procedure applies to the dispute; or a discipline policy and procedure applies. The grievance procedure cannot be utilized to challenge the content of a performance evaluation or any form of discipline.

11.1b Statement of the Grievance

A concern is not a grievance unless the affected employee is able to state each of the following: the date of the alleged violation; the specific provision(s) of these Policies that were allegedly violated; a description of all facts regarding how the alleged violation occurred; and a list of all persons who are witnesses or are involved. The grievant may use a LAFCo form to make the Statement of the Grievance. A Statement of the Grievance must be signed by the employee filing the grievance to certify that it is filed in good faith.

11.1c Timelines

Failure of the LAFCo to comply with the time limits of the grievance procedures allows the grievant to appeal to the next level of review. Failure of the grievant to comply with the time limits of the grievance procedures constitutes settlement and resolution of the grievance on the basis of the last disposition. The parties may extend time limits by mutual written agreement in advance of a deadline.

11.1d Procedures

- (a) Step I Informal Resolution with Supervisor:** The employee must first work in good faith to resolve the grievance informally through discussion with his/her immediate supervisor no later than 14 calendar days after the grievant first became aware of the facts or circumstances resulting in the filing of the grievance.
- (b) Step II Formal Resolution:** If the employee believes that the grievance has not been resolved through Step I, the employee may submit a written Statement of the Grievance to the Executive Officer. The employee must submit the Statement of the Grievance within 28 calendar days after he or she first became aware that a grievance has occurred. The Executive Officer shall consider, discuss the grievance with the grievant, and/or investigate as he/she deems appropriate, and shall, within 14 days of receipt of the written Statement of the Grievance, submit his/her decision in writing to the grievant. The decision of the Executive Officer on the grievance shall be final.

~~(c) **Step III Personnel Committee:** If the employee believes that the grievance has not been resolved through Step II, the employee may appeal the grievance decision of the department head to the Policy and Personnel Committee. Such appeal must be filed within 14 days of the date of the department head's written decision. The Policy and Personnel Committee shall consider, discuss the grievance with the grievant, and/or investigate as it deems appropriate, and shall, within 21 days of receipt of the written Statement of the Grievance, submit its decision in writing to the grievant. The decision of the Policy and Personnel Committee shall be final.~~

Chapter 12 Miscellaneous Policies

12 Personnel Files

12.1a Confidential LAFCo Files

LAFCo maintains a personnel file on each employee. Files are kept for at least three years after separation of employment. (Labor Code § 1198.5(c)(1).) A personnel file will contain only material that LAFCo deems necessary and relevant or that is required by law. Personnel files are the property of LAFCo, and access to the information they contain is restricted to protect employee privacy interests.

12.1b Notification of Changes

Each employee is responsible to promptly notify the Executive Officer of any changes in his or her contact and benefits information, including: mailing address; telephone number; persons to contact in emergency; and number and names of dependents.

12.1c Access to Applicant or Employee Medical Information

All medical information about an employee or applicant is kept in a separate medical files and is treated as confidential. Access to employee or applicant medical information shall be strictly limited to only those with a legitimate need to have such information for LAFCo business reasons, or if access is required by law, subpoena or court order. In the case of an employee with a disability, managers and supervisors may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations. (2 Cal.Code Regs § 11069(g)(1).)

12.1d Employee Access to Personnel File

(a) Inspection of File: A current employee may inspect his or her own personnel file, at reasonable times and at reasonable intervals, within 30 days of a written request. A former employee is entitled to inspect his or her personnel records one time per year. (Labor Code § 1198.5(d).) A current or former employee and/or his or her representative, who wishes to review his or her personnel file should make a written request to the Executive Officer. (Labor Code § 1198.5(b)(2)(A).) The inspection must occur in the presence of the Executive Officer or designee and: 1) at a location where the employee works and at a time other than the employee's work time (Labor Code § 1198.5(b)(1)); or 2) at another agreed upon location without loss of compensation to the employee. (Labor Code § 1198.5(c)(2).)

(b) Copies: A current or former employee is entitled to receive a copy of his or her personnel records within 30 days after the employer receives a written request. (Labor Code § 1198.5(b)(1).) A current or former employee who wishes to receive such a copy

should contact the Executive Officer in writing. LAFCo may charge a fee for the actual cost of copying. (Labor Code § 1198.5(b)(1); 1198.5 (b)(2)(A).)

- (c) **Representative's Inspection:** If the current or former employee wishes to have another person/representative inspect his or her personnel file, he or she must provide the person/representative with written authorization. (Labor Code § 1198.5(e).) The Executive Officer will notify the employee and/or representative of the date, time and place of the inspection in writing.
- (d) **No Removal of File Documents:** No person inspecting a personnel file is permitted to add or remove any document or other item to/from the personnel file.

12.1e Limitations on Access or Copying of Personnel File

Prior to making a copy of personnel records or allowing inspection, LAFCo may redact the names of nonsupervisory employees. (Labor Code § 1198.5(g).) Under no circumstances will LAFCo provide access or copying of the following categories of personnel file documents: records relating to the investigation of a possible criminal offense; letters of reference; ratings, reports, or records that were obtained prior to employment, prepared by identifiable examination committee members, or obtained in connection with a promotional examination. (Labor Code § 1198.5(h).)

12.2 Limitations on Outside Employment

~~12.2a No Outside Employment Without Prior Approval~~

~~An employee shall not engage in any paid or self employment, activity, or enterprise which is inconsistent, incompatible or in conflict with his or her LAFCo duties, functions, responsibilities, or that of the department in which he or she is employed at LAFCo. In order to avoid perceived or actual conflicts of interest that may arise from outside employment, all employees must obtain written approval from the Executive Officer prior to undertaking any outside employment as described in this Policy. (Gov. Code § 1126(a).)~~

~~12.2b Authorization and Appeal Process~~

- ~~(a) **Written Request:** Any employee who wants to undertake a paid outside employment, activity, or enterprise must submit a written request to his or her department head the Executive Officer. The written request must include: the work hours and/or time required; job title or the nature of the activity; the work location; and the supervisor, manager and name of the employer or activity.~~
- ~~(b) **Analysis and Decision:** The Executive Officer will determine if the outside employment, activity, or enterprise is compatible with the employee's employment at LAFCo. If the Executive Officer determines such activity is compatible, or would be if any conditions or restrictions applied, he or she will authorize the activity and specify the conditions/~~

~~restrictions in writing, give the employee the outside employment authorization, and place a copy of the written authorization in the employee's personnel file.~~

~~(c) **One Year Authorization:** An outside employment authorization is valid only up to one year. Should the employee continue the outside employment, activity, or enterprise for a longer duration, he or she must make another request following the process in this Policy.~~

~~(d) **Appeal:** If the Executive Officer denies an employee's outside employment request, the employee may submit a written notice of appeal to the Policy and Personnel Committee within 10 days after the date of the denial. The decision on appeal will be put in writing, provided within 10 days after the receipt of the appeal, and will be final.~~

~~**12.2c Prohibited Outside Activities**~~

~~An employee's outside employment, activity, or enterprise may be prohibited if it:~~

~~(a) involves the use for private gain or advantage of LAFCo time, facilities, equipment, and supplies, or the badge, uniform, prestige, or influence of LAFCo or employment by LAFCo;~~

~~(b) involves receipt or acceptance by the employee of any money or other consideration from anyone other than LAFCo for the performance of an act which the employee would be required or expected to render in the regular course of his/her LAFCo employment;~~

~~(c) involves the performance of an act in other than his/her capacity as a LAFCo employee which act may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement by such employee or the department by which he/she is employed; or~~

~~(d) involves time demands that would render the employee's performance of his or her regular LAFCo employment less efficient or dangerous to the employee.~~

~~**12.2d Changes in Outside Employment Status**~~

~~The employee must promptly report in writing to the Executive Officer any of the following changes that may occur during the year of an authorized outside employment: the outside employment ends; or the authorized employment changes as to the number of work hours, location, or types of duties.~~

~~**12.2e Revocation / Suspension of Outside Employment Authorization**~~

~~Any outside employment authorization may be revoked or suspended during the year it is granted under the circumstances listed below. An employee may appeal the revocation or suspension as provided in this Policy.~~

- ~~(a) The employee's work performance declines; or~~
- ~~(b) An employee's conduct or outside employment conflicts with the conditions of the outside work authorization or is incompatible with the employee's work for LAFCo.~~

~~12.2f Use of LAFCo Equipment Prohibited~~

~~Under no circumstances may an employee use any LAFCo equipment, vehicles, tools, supplies, machines, or any other item that is LAFCo property while an employee is engaged in any outside employment, activity or enterprise.~~

~~By accepting employment with LAFCo, every employee commits to provide his or her best efforts and working time to LAFCo. No employee shall be permitted to accept employment in addition to or outside of LAFCo service if any of the following circumstances exist:~~

- ~~• The employee works in the additional or outside employment while on a leave of absence from LAFCo, and the nature of the work is inconsistent with the employee's medical restrictions;~~
- ~~• The additional or outside employment leads to a conflict of interest, or potential conflict of interest, for the employee;~~
- ~~• The nature of the additional or outside employment is such that it will reflect unfavorably on LAFCO or on the employee's status as a LAFCo employee;~~
- ~~• The duties to be performed by the employee in the additional or outside employment are in conflict with the duties involved in LAFCo service; and~~
- ~~• The timing of the outside employment conflicts with the employee's regularly scheduled hours, and it has been determined that schedule adjustments are not possible.~~

~~Any employee who seeks to obtain outside employment shall first obtain the approval of the Executive Officer. In seeking approval, the employee shall disclose the outside position to the Executive Officer, so LAFCo can determine whether the outside employment is compatible with the employee's position with LAFCo and to determine if any conflict exists. If the timing of outside employment conflicts with an employee's regularly scheduled working hours, LAFCo can (but is not obligated to) consider whether schedule adjustments can reasonably be made without adversely impacting LAFCo business or other employees. An employee who does have outside employment shall not be permitted to use LAFCo records, materials, equipment, facilities, or other LAFCo resources in connection with outside employment. An employee shall not devote any of his or her working time with LAFCo to any outside employment.~~

~~Approval of outside employment can be revoked at any time. The Executive Officer's decision~~

not providing or revoking approval is final and not subject to appeal or challenge.

12.3 Limitations on Political Activity

12.3a No Solicitation During Work Hours or LAFCo Offices

LAFCo employees or officers may not solicit or receive political funds or contributions to promote the passage or defeat of any ballot measure that would affect working conditions during the working hours of its officers and employees, or in LAFCo offices. (Gov. Code § 3209.)

12.3b No Targeted Solicitation of LAFCo Officers or Employees

Officers or employees of LAFCo, or candidates for elective office of LAFCo, may not directly or indirectly solicit political contributions from other officers or employees of LAFCo unless the solicitation is part of a solicitation made to a significant segment of the public which may incidentally include officers from and employees of LAFCo. (Gov. Code § 3205(c).)

12.3c No Political Activity in Uniform

No LAFCo employee or official shall participate in political activities of any kind while in a LAFCo uniform or other LAFCo -issued clothing. (Gov. Code § 3206.)

12.3d No Political Activity on LAFCo Property or Work Hours

LAFCo employees and officials are prohibited from engaging in political activity during working hours or on LAFCo property. (Gov. Code § 3207.)

12.4 Prohibitions on Drugs and Alcohol in the Workplace

12.4a Purpose and Scope

The purpose of this Policy is to promote a drug and alcohol-free workplace and to eliminate drug and alcohol-related inefficiencies and risks. This Policy applies to all LAFCo employees, whether they are on LAFCo property, or they are performing LAFCo related business elsewhere, except as this Policy is superseded by a memorandum of understanding or federally mandated drug and alcohol policies. Compliance with this Policy is a condition of employment. Disciplinary action will be taken against those who violate this Policy.

12.4b Drug- and Alcohol-Free Awareness Program

LAFCo's employee assistance provider (EAP) offers counseling and treatment of drug- or Alcohol-related problems. The employee assistance provider has information about: (a) the dangers of drug or alcohol abuse in the workplace; (b) the penalties that may be imposed for drug or alcohol abuse violations; (c) the LAFCo's Policy of maintaining a drug- and alcohol-free

workplace; and (d) any available drug or alcohol counseling, rehabilitation or employee assistance programs. (41 USC § 701(a)(1)(B) – federal contractors; 41 USC § 702(a)(1)(B) – federal grant recipients; Gov. Code § 8355(a)(2).)

12.4c Prohibited Conduct

- (a) The manufacture, distribution, sale, dispensation, possession, or use of any controlled substance in either LAFCo workplaces or wherever LAFCo business is performed. (41 USC §§ 701-702; Gov. Code § 8355(a)(1).)
- (b) Working or being subject to call in if impaired by alcohol or any controlled substance.
- (c) An employee’s failure to notify his/her department head before beginning work when taking medications or drugs which could interfere with the safe and effective performance of duties or operation of LAFCo equipment.
- (d) An employee’s failure to notify the Executive Officer of any criminal conviction for a drug violation that occurred in the workplace within five days after such conviction. (41 USC § 701-702.)
- (e) An employee’s criminal conviction for a drug violation that occurred in the workplace.

12.4d Drug and Alcohol Testing

LAFCo has discretion to test applicants and employees for alcohol and drug use under the following circumstances. LAFCo will use an outside laboratory to perform all testing. S

~~(a) **Pre-Employment Testing for External Applicants for Certain Jobs:** Those external applicants who apply for certain jobs where a special need for pre-employment drug and alcohol testing exists must take and pass a drug and alcohol test following a conditional offer of employment. The categories of jobs subject to pre-employment drug and alcohol testing include, but is not limited to:~~

- ~~1) — safety sensitive jobs that have public safety implications, such as operating heavy trucks to transport hazardous material, protecting national security, enforcing drug laws, and/or operating natural gas pipelines; and~~
- ~~— jobs that involve the direct influence over children.~~

~~Currently, these jobs include the following: [LIST HERE THE TITLES OF POSITIONS THAT ARE DETERMINED TO BE SAFETY SENSITIVE].~~

~~(b)~~(a) **Reasonable Suspicion Testing:** LAFCo may require a blood test, urinalysis, or other drug and/or alcohol screening of those employees who are reasonably suspected of using or being under the influence of a drug or alcohol at work, under the following

circumstances.

- 1) **“Reasonable suspicion”** to test exists if, based on objective factors, a reasonable person would believe that the employee is under the influence of drugs or alcohol at work. Examples of objective factors, include, but are not limited to: unusual behavior, slurred or altered speech, body odor, red or watery eyes, unkempt appearance, unsteady gait, lack of coordination, sleeping on the job, a pattern of abnormal or erratic behavior, a verbal or physical altercation, puncture marks or sores on skin, runny nose, dry mouth, dilated or constricted pupils, agitation, hostility, confused or incoherent behavior, paranoia, euphoria, disorientation, inappropriate wearing of sunglasses, tremors, or other evidence of recent drug or alcohol use. If LAFCo suspects drugs or alcohol may have played a role in an accident involving LAFCo property or equipment, that will also constitute reasonable suspicion.
- 2) **Document and Analysis:** In order to receive authority to test, the supervisor must record the factors that support reasonable suspicion in writing and analyze the matter with the Executive Officer. Any reasonable suspicion testing must be pre-approved by the Executive Officer.
- 3) **Testing Protocol:** If the documentation and analysis show that there is a reasonable suspicion of drug or alcohol abuse at work, and the Executive Officer has approved, the employee will be relieved from duty, transported to the testing facility and to his or her home after the test. The employee will be placed on sick or other paid leave until the test results are received. The method of testing will be consistent with applicable law. When testing is done, testing for marijuana-related substances will occur only if the testing facility can test only for psychoactive metabolites of THC (and exclude the non-psychoactive metabolites of THC).

(c) Authorized and Unauthorized Conduct. LAFCo adheres to the following:

- 1) Customary Use of Over-the-Counter Drugs. Nothing in this policy is intended to prohibit the customary and ordinary purchase, use, possession, or dispensation of over-the-counter drugs, so long as that activity does not violate any law or result in an employee being impaired by the use of such drugs in violation of this policy.
- 2) Off-the-Job Conduct. This policy is not intended to regulate off-the-job conduct, so long as the employee’s off-the-job use of alcohol or legal drugs does not result in the employee being under the influence of or impaired by the use of alcohol or drugs in violation of this policy. Employees can be subject to drug testing as described below.

- (d) **Counseling/Employee Assistance.** Employees who suspect they may have alcohol or drug problems, even in the early stages, are encouraged voluntarily to seek diagnosis and to follow through with the treatment as prescribed by qualified professionals. Employees who wish to voluntarily enter and participate in an approved alcohol or drug rehabilitation program are encouraged to contact the Executive Director, who will determine whether the LAFCo can accommodate the employee by providing leave for the time necessary to complete participation in the program. LAFCo abides by all applicable laws and regulations regarding providing leaves of absence to employees who are addicted to drugs. Employees should be aware that participation in a rehabilitation program will not necessarily shield them from disciplinary action for a violation of this policy, particularly if discipline is imposed for a violation occurring before the employee seeks assistance. The time to request assistance is before any misconduct or violation of policy occurs, as LAFCo is not obligated to overlook or ignore any policy violations.
- (e) **Accommodations.** Nothing in this Policy is intended to diminish LAFCo's commitment to employ and reasonably accommodate qualified disabled individuals. LAFCo will reasonably accommodate qualified disabled employees who must take legal drugs because of their disability and who, because of their appropriate use of such drugs, cannot perform the essential functions of their positions without reasonable accommodation. In addition, LAFCo will provide a leave of absence to eligible employees who wish to seek treatment for drug and alcohol dependency.

To this end, employees desiring such assistance should request a treatment or rehabilitation leave. LAFCo is not obligated, however, to continue to employ any person whose performance of essential job duties is impaired because of current drug or alcohol use, nor is LAFCo obligated to re-employ any person who has participated in treatment and/or rehabilitation if that person's job performance remains impaired as a result of dependency. LAFCo is not obligated to accommodate current usage of illegal drugs or alcohol.

Additionally, employees who are given the opportunity to seek treatment and/or rehabilitation, but fail to successfully overcome their dependency or problem, will not automatically be given a second opportunity to seek treatment and/or rehabilitation. This policy on treatment and rehabilitation is not intended to affect LAFCo's treatment of employees who violate the regulations described above. Rather, rehabilitation is an option for an employee who acknowledges a chemical dependency and voluntarily seeks treatment to end that dependency.

Violation of the above standards of conduct will not be tolerated. An employee who violates this policy is subject to discipline, up to and including immediate discharge, even for a first violation. Where appropriate, LAFCo also may bring the matter to the attention of appropriate law enforcement authorities.

12.5 Use of LAFCo Equipment or Resources

12.5a Policy and Applicability

LAFCo equipment and resources may only be used to conduct LAFCo business, except for incidental personal use that is consistent with this Policy. As a result, LAFCo equipment and resources are non-public forums. Every LAFCo employee is required to adhere to this Policy.

12.5b Agency Equipment or Resources

LAFCo equipment or resources is any LAFCo-owned or supplied item or resource, including, but not limited to: intellectual property (e.g., photographs, plans, drawings, formulas, customer lists, designs, formulas), vehicles, telephones, cell phones, pagers, tools, machines, supplies, copy machines, facsimile machines, desks, office equipment, computers (including hardware and software), file cabinets, lockers, Wi-Fi, internet, intranet, LAFCo network, data systems, routers, voice mail, servers, and email or voice mail communications stored in or transmitted through LAFCo electronic resources or equipment.

12.5c No Expectation of Privacy

LAFCo periodically and without prior notice, monitors, reviews, accesses, or retrieves data from its equipment or resources, including electronic communications and content contained in or transmitted through LAFCo networks or electronic resources. LAFCo employees must provide the agency with the employee's username or password for any LAFCo issued equipment or resource. The existence of passwords or delete functions does not restrict the LAFCo's access. As a result, LAFCo employees have no expectation of privacy in their use of any LAFCo equipment or resources.

12.5d Appropriate Use Only -- No Misuse

Employees may only use LAFCo equipment or resources in compliance with LAFCo policies. Except as authorized by this Policy, employees are expected to avoid any use or communication which is unrelated to LAFCo business, destructive, wasteful, or illegal. LAFCo has discretion to restrict or rescind employee access to LAFCo equipment or resources. The following are examples of misuse of LAFCo equipment or resources:

- (a) Any use that violates applicable law and/or LAFCo policies, rules or procedures.
- (b) Exposing others to material which is offensive, harassing, obscene or in poor taste. This includes information which could create an intimidating, offensive or hostile work environment.
- (c) Any use that may create or further a hostile attitude or give offense on the basis of race, color, religion, sex, gender, gender expression, gender identity, national origin, ancestry, citizenship, age, marital status, physical or mental disability, medical condition, genetic information, sexual orientation, veteran status or any other basis protected by law.
- (d) Communication of confidential LAFCo information to unauthorized individuals within or outside of LAFCo.
- (e) Unauthorized attempts to access or use LAFCo data or break into any LAFCo or non-LAFCo system.

- (f) Theft or unauthorized transmission or copying of paper or electronic files or data.
- (g) Initiating or sustaining chain/spam letters, e-mail or other unauthorized mass communication.
- (h) Misrepresentation of one's identity for improper or illegal purposes.
- (i) Personal commercial or business activities (e.g. "for sale" notices, personal ads, etc.).
- (j) Transmitting/accessing obscene material and/or pornography.
- (k) E-Commerce.
- (l) Online gambling.
- (m) Installing or downloading unauthorized software or equipment.
- (n) Violating terms of software licensing agreements.
- (o) Using LAFCo equipment or resources to access and/or use dating web resources, personal social media, or games of any type.
- (p) Any unauthorized access to LAFCo equipment or resources, including: using keys or key cards; using or disclosing the username or password of another person or employee to gain access to his or her email or other electronic resources; or making LAFCo equipment or resources available to others who would otherwise have no authorized access.
- (q) Using LAFCo equipment or resources to speak on the LAFCo's behalf without authorization.

12.5e LAFCo Email Address Must be Used for LAFCo Business

LAFCo's email system is an official communication tool for LAFCo business. LAFCo establishes and assigns official email addresses to each employee as LAFCo deems necessary. Employees must send all LAFCo communications that are sent via email to and from his or her official LAFCo email address. Employees are prohibited from using their private email address (such as Gmail, yahoo, MSN/Hotmail, etc.) when communicating LAFCo business via email. Should an email related to LAFCo business be sent to an employee's personal email account, the email should be immediately forwarded to the employee's LAFCo email account and responded to accordingly.

12.5f Incidental Personal Use of LAFCo Communications Equipment Permitted

Employees may use LAFCo telephones, cell phones, internet access, and e-mail for incidental personal communications provided that the use:

- (a) Is kept to a minimum and limited to break times or non-working hours;
- (b) Does not interfere or conflict with LAFCo operations or the work performance of any LAFCo employees;
- (c) Allows the employee to more efficiently perform to LAFCo work;
- (d) Is not abusive, illegal, inappropriate, or prohibited by this Policy (for example, no social media use, no electronic dating, no gaming); and
- (e) Clearly indicates it is for personal use and does not indicate or imply LAFCo sponsorship or endorsement.

12.6 Policy Against Violence in the Workplace

12.6a Safe and Secure Workplace

LAFCo is committed to providing a safe and secure workplace and will not tolerate acts or threats of violence in the workplace. (Labor Code § 6400.) The workplace includes any location where LAFCo business is conducted, including vehicles and parking lots. Any violation of this Policy may lead to criminal prosecution, and/or disciplinary action, up to and including termination.

12.6b Prohibited Behavior

Employees are prohibited from participating in or promoting acts of intimidation, violence, threats, coercion, assault and/or abusive behavior toward any person while in the course of LAFCo employment. LAFCo has zero tolerance for any conduct that references workplace violence, even if it was intended to be harmless, humorous, a prank, blowing off steam, or venting.

12.6c “Workplace Violence”

“**Workplace violence**” is defined as any conduct that causes an individual to reasonably fear for his or her personal safety or the safety of his or her family, friends, and/or property. Specific examples of workplace violence include, but are not limited to, the following:

- (a) Threats or acts of physical harm directed toward an individual or his/her family, friends, associates, or property.

- (b) The destruction of, or threat of destruction of LAFCo property or another employee's property.
- (c) Fighting, challenging another person to fight, or participating in dangerous or threatening horseplay.
- (d) Striking, punching, slapping, or assaulting another person.
- (e) Grabbing, pinching, or touching another person in an unwanted way whether sexually or otherwise.
- (f) Harassing or threatening phone calls.
- (g) Surveillance.
- (h) Stalking.
- (i) Possessing a weapon(s) during work hours unless LAFCo issues the weapon(s) for performance of the job. "Weapon" is defined as a firearm, chemical agent, club or baton, knife, or any other device, tool, or implement that can cause bodily harm if used as a weapon or displayed in such a manner to cause harm or threaten a person with harm.

12.6d Incident Reporting Procedures

- (a) Employees must immediately report to their supervisor or ~~department director~~Executive Officer whether they have been a victim of, or have witnessed, workplace violence. The supervisor or ~~department director~~Executive Officer will immediately report the matter to the Executive Officer.
- (b) The Executive Officer or designee will document the incident, including the employee names(s), date/time, location, incident description, witness names and statements, description of unidentified parties, description of the act(s) and/or behavior arising from the incident, action taken, and provide any other relevant information regarding the incident.
- (c) The Executive Officer or designee will take appropriate steps to provide security, such as:
 - 1) Placing the employee alleged to have engaged in workplace violence on administrative leave, pending investigation;
 - 2) Asking any threatening or potentially violent person to leave the site; or
 - 3) Immediately contacting an appropriate law enforcement agency.

12.6e Investigation

The Executive Officer will see that reported violations of this Policy are investigated as necessary.

12.6f Prevention

The Executive Officer or any department head has the authority to enforce this Policy by:

- (a) Training supervisors and subordinates about their responsibilities under this Policy;
- (b) Assuring that reports of workplace violence are accurately and timely documented and addressed;
- (c) Notifying the Policy and Personnel Committee, Executive Officer and/or law enforcement authorities of any incidents;
- (d) Making all reasonable efforts to maintain a safe and secure workplace; and
- (e) Maintaining records and follow up actions as to reports of workplace violence.

12.7 Appearance Standards

12.7a Basis for Standards

These dress code, tattoo, and body piercing appearance standards are designed to promote LAFCo's legitimate and non-discriminatory goals to promote workplace safety and a professional image that is consistent with the employee's job duties and level of public contact.

12.7b Dress Code

Employees are required to dress appropriately for the jobs they are performing. The following dress code regulations shall apply to all LAFCo employees. If an employee has questions about how these standards apply, the matter should be immediately raised with the employee's supervisor for consideration and determination.

- (a) All clothing and footwear must be neat, clean, in good repair, and appropriate for the work environment and functions performed.
- (b) Employees must present themselves in a manner that is neat, clean and well-groomed.
- (c) Jewelry is acceptable except where it constitutes a health or safety hazard.
- (d) Good personal hygiene is required.

- (e) Dress must be professionally appropriate to the work setting, particularly if the employee has contact with the public at work.

12.7c Tattoos

Employees are expected to project a professional appearance while at work. If an employee has questions about how these standards apply, the matter should be immediately raised with the employee's supervisor for consideration and determination.

12.7d Piercing

Employees are expected to project a professional appearance while at work and not endanger themselves or others with excessive body piercing. If an employee has questions about how these standards apply, the matter should be immediately raised with the employee's supervisor for consideration and determination.

Instructions: *Separate form and return to executive officer.*

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ACKNOWLEDGMENT

I, _____ [*print name*], acknowledge that I have received a copy of the Marin Local Agency Formation Commission (“LAFCo”) Personnel Handbook, and that LAFCo has provided me with instructions about how to access the document electronically. I further acknowledge and understand that I am responsible for reading and becoming familiar with the contents of the Handbook, and any of its revisions.

EMPLOYEE SIGNATURE

DATE

New Remote Work Policy

LAFCo provides employees with the privilege of working remotely when appropriate. LAFCo considers remote work to be a viable alternative work arrangement in cases where the employee and the employee's position are well-suited to working remotely on a hybrid basis. Remote work allows employees to work offsite for part of their regular work week. Remote work is a voluntary work alternative that may be appropriate for some employees and some jobs. It is not a guarantee or an entitlement and it in no way changes the terms and conditions of employment with LAFCo. Employees are not required to work remotely. Remote work needs to be requested by the employee and approved by the Executive Officer and may be revoked at any time by the Executive Officer when they have determined it is in the Commission's best interests. Staff is expected to be in the office on day(s) that LAFCo is conducting Open Office hours so the general public can drop in without an appointment unless special circumstances (i.e. illness) warrant the person working remotely.

- 1) All remote work employees are expected to:
 - a) Maintain consistent work hours during LAFCo's hours of operation.
 - b) Establish a routine of periodic reports to the Executive Officer.
 - c) Be readily available for impromptu video, email, and phone conversations.
Communicate effectively and be responsive to requests (whether by phone, e-mail, or video).
 - d) Maintain a dedicated home office environment free of distractions and background noise.
 - e) Devote 100% attention when working remotely as if you were in the office.
 - f) Store all work products on the LAFCo network and do not store them in any local storage of the home computer or laptop.
 - g) Report to LAFCo's offices and/or other work locations in person for meetings or other activities as required by the employee's manager.
 - h) Managers may require additional methods of communication and reporting to ensure employees are accessible and reliable.
 - i) Follow all requirements that would be expected if at the office including:
 - i) Dress code during video meetings.
 - ii) Anti-discrimination/Equal opportunity/anti-harassment.
 - iii) All LAFCo policies must be followed as if they were working onsite or on LAFCo property. This includes policies governing appropriate conduct in the workplace and towards one's fellow employees, regardless of working location. Any employee who violates any of LAFCo's policies while working remotely shall be subject to revocation of their remote arrangement, in addition to any disciplinary measures that would be taken if the employee was working onsite.
 - iv) Any request to work overtime, take vacation, or use other leave must be approved by the Executive Officer in the same manner as when working onsite.
-

- v) Remote work is not a substitute for childcare dependent care. A remote working employee is expected to make alternative arrangements for childcare or other dependent care obligations when working remotely.
- 2) LAFCo is committed to ensuring a safe worksite in compliance with the rules and guidelines set forth by the Division of Occupational Safety and Health (Cal/OSHA). Employees who work remotely are responsible for designating one area in their home as the worksite. The employee must also certify in writing that, should any condition arise at the remote worksite where the health and safety requirements are no longer met or if any other hazardous condition occurs, the employee will notify their supervisor immediately and cease working at the remote worksite until the condition has been remediated. The employee shall not be permitted to resume remote working from the remote worksite without the express authorization of the Executive Officer. The Executive Officer may request photos of the employee's remote worksite at any time. If the employee refuses such a request, they may not be allowed to continue remote work. The Executive Officer reserves the right to refuse or rescind a remote work agreement based on the employee's failure to adhere to the guidelines, or they make the reasonable assessment that the employee's worksite poses a health or safety risk. If an employee incurs an injury or illness in the course or scope of employment while remote work, Workers' Compensation requirements apply. Employees must immediately notify their supervisor and complete all necessary paperwork as required by LAFCo. Actions that the remote worker may take during break periods from working and actions not directly related to the approved remote work are not covered under Workers' Compensation. These non-covered actions include, but are not limited to, all actions that the employee would not be able to perform in their LAFCo workspace, such as caring for children or pets, domestic tasks, yard work, retrieving the mail, cooking, exercising, and interacting with non-LAFCo employees for non-business purposes. LAFCo shall in no instance be liable for injuries to third persons, including members of the employee's family, who enter the employee's worksite or otherwise interact with the employee or use their home office equipment. Remote work employees with disabilities shall be entitled to the same rights and accommodations they would be entitled to under all applicable state and federal laws and LAFCo policy. Remote work may be provided as a reasonable accommodation, and such arrangement is addressed in a separate reasonable accommodation policy. Should an employee need any type of accommodation arising out of a disabling condition, the employee should refer to the reasonable accommodation policy and make an appropriate request.
- 3) Employees are not required to work remotely. Expenses incurred as a result of remote work will not be reimbursed by LAFCo unless they are normally reimbursable pursuant to LAFCo policies, or pre-approved in advance at the sole discretion of the Executive
-

Officer. Such non-reimbursable expenses include, but are not limited to, utility costs, purchase of office equipment or furniture, and travel to and from the LAFCo office if required to be onsite. Remote work employees may use LAFCo office equipment and supplies at any time, according to need. For example, a remote work employee is allowed to come to the LAFCo office to use printing and copying equipment, administrative assistance, or other office resources to which the employee would have access if they were working onsite. With the advance approval of the employee's supervisor, a remote work employee may be permitted to take LAFCo office supplies to their remote worksite to facilitate productivity. Such supplies may include printer paper, pens and pencils, or other miscellaneous office-related or ergonomic-related items. Employees using LAFCo-provided equipment must be able to independently transport and set-up the equipment at their own telework site. All LAFCo policies and procedures involving LAFCo equipment apply to employees using LAFCo equipment at the remote worksite. LAFCo will provide for repairs to LAFCo equipment through an authorized vendor. An employee may be subject to disciplinary action for intentional or willful damage caused by the employee. Employees should not remove any item from LAFCo property to use offsite without the express permission of the Executive Officer. Please note that the LAFCo will not provide for repairs to Non-LAFCo equipment even if it has been approved for use by the LAFCo.

- 4) Remote work employees shall only use LAFCo approved computers when accessing LAFCo resources and files. Remote work employees using internet connections, smart phones and other technology are responsible for ensuring and certifying that they meet the same security standards as if they were using LAFCo technology. Those standards are set forth by our independent IT provider. The Executive Officer, with support as needed from our IT provider, shall assess whether the employee's remote worksite ensures the level of security required by LAFCo. At the supervisor's discretion, the remote work employee may be required, as a condition of remote work, to establish a secure internet connection, install enhanced password protection or encryption software, keep confidential materials in a locked or otherwise secured location, restrict non-employees' (such as family members') usage of computers or smart phones used for LAFCo business, and any other measure required to maintain LAFCo's information security standards. Any and all policies governing employee usage of LAFCo approved computers, internet connections and mobile devices shall apply to remote work employees when they are using their personal equipment in the course and scope of employment, and when they are using LAFCo technology at any time. Employees using LAFCo technology or conducting LAFCo business on personal devices have no expectation of privacy.
 - 5) Working from a remote location adds challenges to effective communication, teamwork, and collaboration. The remote employee is responsible for ensuring effective
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communication and participation while working remotely and for ensuring that coworkers and the Executive Officer feel informed and confident about the work results being produced.



Marin Local Agency Formation Commission

Regional Service Planning | Subdivision of the State of California

AGENDA REPORT

October 10th, 2024

Item No. 4 (Business Item)

TO: Local Agency Formation Commission
FROM: Jeren Batchelder-Seibel, Deputy Executive Officer
SUBJECT: Discussion on Future Municipal Service Review and Sphere of Influence Study Format and Schedule

Background

As staff is currently working on the final municipal service review (MSR) and sphere of influence (SOI) study (the Central Marin Wastewater Study) of this cycle of reviews, simultaneously, staff has also been focusing on what the next round of MSRs for Marin LAFCo should look like. Over the past few months, staff has spent time reviewing recent MSR work from each of the other 57 LAFCos across the state to ensure that we have a strong grasp of best practices being used within MSRs to be able to continue to hold a high standard for the studies that we present, as well as looking for inspiration on document formatting and content that could help to mold the next round of studies for Marin LAFCo. Through this process, in combination with Commission feedback from the MSR-specific strategic planning workshop that the Commission held in July of 2022, staff is presenting to the Commission both a preliminary document outline (Attachment 1) as well as a preliminary study work plan (Attachment 2) to share and begin to shape what the next round of MSRs will look like for Marin LAFCo.

As the Commission has seen over the course of the current cycle, staff placed a heavy emphasis within the previous MSRs on providing readers with a significant amount of historical context for each agency to try to provide information on the manner in which both the agency and the community in which it serves were formed and became what they currently are today, as well as hopefully offering what will be useful reference material on these agencies for years to come. While staff believes in the value of this effort, the simple regurgitation of this information in future studies feels superfluous. As such, staff is efforting to shift the focus of the upcoming round of studies away from lengthy historical context and more towards the details of each agency's service provisions (both current and future) as well as its financial health. In doing so, the intention will continue to be to produce a study that is easily digestible and leans more towards being as succinct as possible as opposed to overly verbose.

As the Commission can see in the attached outline, the proposed document structure will essentially maintain the previous "About LAFCo" information sections contained in the prior documents (with some minor updates) to continue to inform readers about the role and responsibilities of LAFCo as well as some Marin LAFCo specific information. Per the Commission's previous requests, one of the first sections in the document will be the study's key findings and recommended actions, to allow for easy reference for readers. The most significant change to the upcoming study format can be seen at the end of the proposed outline. Previously, staff would compile the service review determinations (per Government Code Section 56430) for

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Town of San Anselmo

Stephen Burke, Alternate
City of Mill Valley

Lew Kiou, Regular
Almonte Sanitary District

Craig Murray, Regular
Las Gallinas Valley Sanitary District

Cathryn Hilliard, Alternate
Southern Marin Fire Protection District

Larry Chu, Regular
Public Member

Roger Smith, Alternate
Public Member

each of the agencies encompassed in the study into one full and typically lengthy section within the document. Members of the Commission have intimated on multiple occasions that this information can be rather cumbersome and difficult to decipher. Staff is proposing a change that within each agency's section, the service review determinations for that agency will have its own sub-section within that agency's chapter. Additionally, the sphere of influence determinations for that agency would also be included within the agency's chapter in its own sub-section. This would not only allow for clarity on the determinations for each agency but would also be the first time that any proposed sphere of influence changes (and the reasons for proposing them) would be presented within the document itself rather than at the Commission meeting for the document's adoption and requisite sphere of influence updates.

While the proposed study schedule primarily maintains a similar chronological order for the agencies from the prior study schedule in order to keep each agency as close to 5-years as possible, the most significant changes can be seen in the removal of the county service areas from each regional study to be given their own standalone study in order to highlight the large number of smaller dependent districts that LAFCo has oversight of. The other major updates are the removal of individual flood control zones from the regional studies in favor of a comprehensive review of the Marin County Flood Control and Water Conservation District as a singular agency within the Multi-Regional Services Study, and the moving of the Marin Resource Conservation District from West Marin MSR to the Multi-Regional Services Study in an effort to cut down the number of agencies encompassed in the West Marin MSR.

Staff Recommendation for Action

1. Staff Recommendation - Approve the proposed format outline and study schedule.
2. Alternative Option – Continue this item to a future meeting giving staff instruction on any desired changes.

Attachment:

1. Proposed MSR Structure Outline
2. Proposed 2025-2030 Study Schedule

Proposed MSR Structure Outline

1. About LAFCo

- A. Authority and Objectives
- B. Regulatory Responsibilities
- C. Planning Responsibilities
- D. LAFCo Decision-Making
- E. Marin LAFCo

2. Key Findings/Recommended Actions

3. (District/City Name) MSR & Sphere Study

- A. Overview
- B. Boundary and Sphere of Influence
- C. Accountability
- D. Population Profile
- E. Present and Planned Land Use
- F. Services & Capacity
- G. Finance
- H. Service Review Determinations per Government Code Section 56430
- I. Sphere of Influence Determinations per Government Code Section 56425

(Section 3 would repeat in the above format for each additional agency within the study.)

MARIN LAFCo PROPOSED 5-YEAR STUDY SCHEDULE

PROPOSED OCTOBER 10, 2024 | BEGINNING CALENDAR YEAR 2025

1. SAN RAFAEL AREA STUDY

- CITY OF SAN RAFAEL
- MARINWOOD COMMUNITY SERVICES DISTRICT

2. NOVATO AREA STUDY

- CITY OF NOVATO
- NOVATO SANITARY DISTRICT
- NOVATO FIRE PROTECTION DISTRICT
- BEL MARIN KEYS COMMUNITY SERVICES DISTRICT

3. TIBURON PENINSULA AREA STUDY

- TOWN OF TIBURON
- CITY OF BELVEDERE
- STRAWBERRY RECREATION DISTRICT
- SANITARY DISTRICT NO. 5
- TIBURON FIRE PROTECTION DISTRICT

4. UPPER ROSS VALLEY AREA STUDY

- TOWN OF FAIRFAX
- TOWN OF ROSS
- TOWN OF SAN ANSELMO
- KENTFIELD FIRE PROTECTION DISTRICT
- SLEEPY HOLLOW FIRE PROTECTION DISTRICT
- ROSS VALLEY FIRE DEPARTMENT

5. TWIN CITIES STUDY AREA

- CITY OF LARKSPUR
- TOWN OF CORTE MADERA
- CENTRAL MARIN POLICE AUTHORITY (JPA)

- CENTRAL MARIN FIRE DEPARTMENT

6. WEST MARIN STUDY

- STINSON BEACH FIRE PROTECTION DISTRICT
- TOMALES VILLAGE COMMUNITY SERVICES DISTRICT
- BOLINAS FIRE PROTECTION DISTRICT
- INVERNESS PUBLIC UTILITIES DISTRICT
- BOLINAS COMMUNITY PUBLIC UTILITIES DISTRICT
- MUIR BEACH COMMUNITY SERVICES DISTRICT
- STINSON BEACH WATER DISTRICT

7. GOLDEN GATE CORRIDOR STUDY

- CITY OF MILL VALLEY
- CITY OF SAUSALITO
- MARIN CITY COMMUNITY SERVICES DISTRICT
- TAMALPAIS COMMUNITY SERVICES DISTRICT
- SAUSALITO-MARIN CITY SANITARY DISTRICT
- SOUTHERN MARIN FIRE PROTECTION DISTRICT

8 SEWERAGE AGENCY OF SOUTHERN MARIN STUDY

- ALMONTE SANITARY DISTRICT
- ALTO SANITARY DISTRICT
- HOMESTEAD VALLEY SANITARY DISTRICT
- RICHARDSON BAY SANITARY DISTRICT
- SEWERAGE AGENCY OF SOUTHERN MARIN (JPA)

9. MULTI-REGIONAL SERVICES STUDY

- NORTH MARIN WATER DISTRICT
- MARIN MUNICIPAL WATER DISTRICT
- MARIN HEALTHCARE DISTRICT
- MARIN COUNTY RESOURCE CONSERVATION DISTRICT

- MARIN COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
- MARIN COUNTY PARKS AND OPEN SPACE DISTRICT

10. CENTRAL MARIN WASTEWATER STUDY

- CENTRAL MARIN SANITATION AGENCY (JPA)
- ROSS VALLEY SANITARY DISTRICT
- LAS GALLINAS VALLEY SANITARY DISTRICT
- SAN RAFAEL SANITATION DISTRICT
- MARIN COUNTY SANITARY DISTRICT NO. 2
- SAN QUENTIN VILLAGE SEWER MAINTENANCE DISTRICT

11. COUNTY SERVICE AREAS STUDY

- CSA NO. 1 (LOMA VERDE)
- CSA NO. 6 (SANTA VENETIA)
- CSA NO. 9 (NORTHBRIDGE)
- CSA NO. 13 (LUCAS VALLEY)
- CSA NO. 14 (HOMESTEAD)
- CSA NO. 16 (GREENBRAE)
- CSA NO. 17 (KENTFIELD)
- CSA NO. 18 (GALLINAS VILLAGE)
- CSA NO. 19 (UNINCORPORATED SAN RAFAEL)
- CSA NO. 20 (INDIAN VALLEY)
- CSA NO. 23 (TERRA LINDA)
- CSA NO. 27 (ROSS VALLEY)
- CSA NO. 28 (WEST MARIN PARAMEDIC)
- CSA NO. 29 (PARADISE CAY)
- CSA NO. 31 (FIRE SERVICES)
- CSA NO. 33 (STINSON BEACH)



Marin Local Agency Formation Commission

Regional Service Planning | Subdivision of the State of California

AGENDA REPORT
October 10th, 2024
Item No.5 (Business)

TO: Local Agency Formation Commission
FROM: Jason Fried, Executive Officer
SUBJECT: Shared Cost Agreement between Marin LAFCo, Tiburon Fire Protection District, and the City of Belvedere and issuance of RFP on the possible annexation of Belvedere into the District.

Background

In 2020 the Commission approved the Tiburon Peninsula MSR in which one item mentioned was that Tiburon Fire Protection District (District) performing out-of-area work under contract for the City of Belvedere (City). One of the recommendations from the MSR was to see if the District and City would be willing to have a discussion to see if it would be possible to have the City formally transfer all fire services to the District. If an agreement can be reached, then LAFCo would have the City annexed into the District.

Since the approval of the MSR staff have occasionally talked with both parties to see if we could do a review. In general, the response had been it was not the right time to do this. However earlier this year the City reached out to LAFCo to let us know they were ready to have the discussions. With this LAFCo staff started to discuss with both the City and District what it would take to make this happen. The first item would be to determine the fiscal viability of doing the annexation. In order to do this work both the City and District agreed that we should have an independent expert do a fiscal and technical review of what it would take to make this happen. The review would be broken into three parts. The first part would be the bulk of work that would cover a fiscal review and other related issues to the annexation. Since we were hiring a consultant to do this work both the City and District had some side questions, they wanted to get answers to what they felt could be answered by the same person who is doing the report. The hope was they might get a slightly better cost to do the work if it was combined with what we are already looking to do. Both the City and District will split the cost of part one and will pay for the full amount of their separate parts that cover the side work they want done as well.

Both groups agreed that it would be best for LAFCo to take the lead on this project and that they would cover the costs of the independent consultant for the review. LAFCo staff asked our legal counsel if they could provide us with a shared cost agreement to use. They provided an agreement that could be used with some updates based on the work being done. Both the City and the District have agreed in principle to the shared cost agreement with both of them taking the agreement to their respective boards for approval in the first half of October.

In addition, staff have been working with both the City and District to craft a Request for Proposal (RFP) to find the consultant who best fits the needs. Staff is still working with the City and District to finalize an RFP to be issued once all sides have approved and signed the cost-

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Las Gallinas Valley Sanitary District

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Public Member

Roger Smith, Alternate
Public Member

sharing agreement. Should all three agencies approve the cost sharing agreement then staff would be looking for authorization from the Commission to issue an RFP for this work. Staff anticipate that we will come back with a contract with a recommendation for whom to hire at our February 2025 meeting.

Staff Recommendation for Action

1. Staff Recommendation – Approve and Authorize the Executive Officer to sign the attached shared cost agreement and authorize the Executive Officer to issue an RFP.
2. Alternative Option – Continue this item at a future meeting giving staff instruction on any needed information to present.
3. Alternative Option – Inform the City and District and the Commission is not interested in being the lead on this project and reject the attached shared cost agreement.

Attachment:

1. Shared Cost Agreement between LAFCo, District and City

**COST SHARING AGREEMENT
FOR THE COST OF CONSULTANT SERVICES**

This Cost Sharing Agreement for the Cost of Consultant Services (“Agreement”) is made and entered into this [REDACTED] day of [REDACTED] 2024, (“Effective Date”), by and between the Marin County Local Agency Formation Commission, a public agency organized under the laws of the State of California (“Marin LAFCo”), the Tiburon Fire Protection District, a public agency organized under the laws of the State of California (“TFPD”), and the City of Belvedere, a California municipal corporation (“Belvedere”). Marin LAFCo, TFPD, and Belvedere are sometimes individually referred to herein each as a “Party” and collectively as the “Parties.”

RECITALS

- A. **WHEREAS**, since 1981, Belvedere has contracted with TFPD and has paid TFPD on an annual basis to provide all fire services within the city; and
- B. **WHEREAS**, Belvedere currently has no fire agency assets or responsibilities other than to pay TFPD for its services; and
- C. **WHEREAS**, Belvedere and TFPD have expressed an interest in filing an application with Marin LAFCo for approval of a possible annexation by TFPD of Belvedere into its district boundaries; and
- D. **WHEREAS**, Marin LAFCo is looking to retain the services of a consultant to perform a financial review and cost analysis that will aid in determining the economic feasibility and potential impacts of a possible annexation; and
- E. **WHEREAS**, the work required of consultant will involve a detailed review, collection, and analysis of data which consultant will then compile into a comprehensive report detailing its findings and analysis (the “Services”); and
- F. **WHEREAS**, Marin LAFCo will be the main agency responsible for administrating the consultant services agreement with the consultant on behalf of the Parties; and
- G. **WHEREAS**, the Parties desire to enter into this Agreement to retain the services of a consultant to provide the Services, set forth the Parties’ intent to have the consultant services agreement administered by Marin LAFCo, and establish a formula(s) to calculate the respective financial share of the costs for each Party.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual benefits and representations made herein, the Parties hereby agree as follows:

1. **Incorporation of Recitals.** The recitals above are incorporated by reference and hereby made a part of this Agreement.
2. **Information Sharing.** To the fullest extent permitted by law, the Parties agree to work collaboratively and share all information necessary for the consultant to perform the Services. The intent of this information sharing provision is to facilitate the consultant's performance of the Services.
3. **Cost Sharing.** The Parties shall split the total cost for the consultant's performance of the Services, in accordance with the cost sharing formula set forth in "Exhibit B."
4. **Administration of Agreement with the Consultant.** The Parties agree that Marin LAFCo shall be the Party that contracts with the consultant for the Services and shall be considered the contracting agency.
5. **Supervision of the Consultant.** The Parties agree that Marin LAFCo shall be responsible for coordinating and overseeing the consultant and its performance of the Services. Additionally, the Parties agree that Marin LAFCo shall be responsible for ensuring the consultant's adherence to the Scope of Work, as set forth in Exhibit "A."
6. **Payment.** Upon the Effective Date of this Agreement, Marin LAFCo shall pay the consultant for all invoices required by the consultant services agreement entered into with the consultant and both TFPD and Belvedere shall reimburse Marin LAFCo in the proportional amount set forth in Exhibit "B" within thirty (30) days of receipt of a written request for reimbursement from Marin LAFCo.
7. **Term of Agreement and Withdrawal.** This Agreement shall continue in effect until the Services are completed and all payments due to the consultant under the consultant services agreement are made, unless earlier terminated or extended by written agreement of all Parties. A Party may withdraw from this Agreement ("Withdrawing Party") by sending notice to each Party in accordance with the notice provision of this Agreement stating that Party's decision to withdraw from this Agreement. Notwithstanding the foregoing, prior to withdrawal, the Withdrawing Party must be current on all financial obligations resulting from this Agreement. Withdrawal is effective sixty (60) days after the date of written notice to all the Parties.
8. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral.
9. **Amendment.** This Agreement may be modified or amended only by a subsequent written agreement signed by all Parties.
10. **Authority.** Each of the persons executing this Agreement on behalf of each Party represents and warrants that he or she has the authority to execute this Agreement on

behalf of such Party and has the authority to bind the Party to the performance of its obligations hereunder.

11. **Counterparts.** This Agreement may be signed in counterparts, and each counterpart shall be deemed an original, but all of which shall constitute one and the same instrument.

12. **Indemnification.** Each Party shall indemnify, defend, and hold harmless every other Party, including its officers, employees, agents, attorneys, and designated volunteers from and against any and all liability, including, but not limited to demands, claims, actions, fees, costs, and expenses (including reasonable attorney's and expert witness fees), arising from or connected with the respective acts of that Party arising from or related to this Agreement; provided, however, that no Party shall indemnify another Party for that Party's own negligence or willful misconduct. This provision shall survive termination of this Agreement.

13. **Notices.** All notices, requests for reimbursement, or other communication pertaining to this Agreement shall be directed to the following representatives:

If to Marin LAFCo: 1401 Los Gamos Dr, Suite 220 San Rafael, CA 94903	If to TFPD: 1679 Tiburon Blvd. Tiburon, CA 94920
If to Belvedere: 450 San Rafael Ave. Belvedere, CA 94920	

Any notice required under this Agreement must be sent by certified mail, postage prepaid, and is deemed complete on the third business day following deposit with the United States Postal Service.

14. **Relationship of the Parties.** The Parties are, and shall at all times remain as to each other, wholly independent entities. No Party to this Agreement shall have power to incur any debt, obligation, or liability on behalf of any other Party or otherwise act on behalf of any other Party as an agent except as expressly provided by this Agreement. No official, employee, agent, or officer of a Party shall represent that he, she or anyone else from that Party is in any manner an official, agent, employee or officer of another Party.

15. **Governing Law.** This Agreement shall be governed, interpreted, construed and enforced in accordance with the law of the State of California, excluding California's

choice of law rules. Venue for any legal action or other proceeding relating to this Agreement shall be in the Marin County Superior Court.

16. **Severability.** If any provision of this Agreement shall be determined by any court to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement shall not be affected and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have signed this Cost Sharing Agreement effective on the date indicated above.

MARIN COUNTY LOCAL AGENCY
FORMATION COMMISSION (LAFCo)

TIBURON FIRE PROTECTION
DISTRICT (TFPD)

By: _____
Name: Jason Fried
Title: Executive Officer

By: _____
Name: Richard Pearce
Title: Fire Chief

CITY OF BELVEDERE, a California
municipal; Corporation (Belvedere)

By: _____
Name: Robert Zadnik
Title: City Manager

Exhibit A Scope of Work

Under the direction of Marin LAFCo, the consultant will develop an independent and impartial report for the proposed annexation of Belvedere into TFPD, based on the most current fiscal information available. The Scope of Work will include the following:

Part 1

- A. Analyze historical household and population trends across the City and the District back to 1995 and project these forward to 2055.
- B. Analyze historical usage of services per household and per capita across the City and the District to determine the most relevant and equitable form of cost distribution.
- C. Comprehensively review the existing financial relationship between the District and the City in order to establish a base year for revenues and costs.
- D. Analyze how to effectively treat District reserve funds, pension and OPEB pre-funding, and outstanding debts.
- E. Comprehensively review the City's revenues and costs to recommend a sustainable allocation of resources for fire protection services.
- F. Clearly define and describe the proposed annexation methodology and evaluate the cost and revenue impacts on both the City and District.
- G. Analyze and report the status of revenue neutrality relative to the City and District similar to Government Code Section 56815.
- H. Analyze the impact of the proposal on the City's existing special assessments, including the conditions under which it can be transferred to the District, including Gann Limit considerations.
- I. Produce an administrative Draft for staff and agency review
- J. Based on comments, prepare a Draft Report for public review.
- K. Subject to direction from the Executive Officer, produce a Final Draft report based on comments received during public review.
- L. Provide presentations to the Commission, the City's Finance Committee, and City Council and the District's Finance Committee.
- M. Provide any other information that is deemed to be relevant to the report.

Part 2

- A. Analyze the possibility of the City annexing into an alternative fire district.
- B. Analyze the possibility of the City contracting for fire protection and emergency medical services with an alternative provider or fire district.
- C. Analyze the possibility of the City contracting for emergency medical services with an alternative provider while maintaining its contract for fire protection services with the District.
- D. Recommend other financially viable models for securing fire protection and emergency medical services including the possibility of a stand-alone firehouse within the City of Belvedere.

Part 3

- A. Minimum staffing levels to maintain operational readiness for current and anticipated future needs related to All-Risk responses.
- B. Evaluation of current response times and impediments to same.
- C. Adequate vegetation management of access and egress routes in the City and maintenance of same.
- D. Parking and various encroachment enforcement to facilitate timely response.
- E. Allocation of existing infrastructure necessary for service delivery. (eg. Hydrants).

Exhibit B

Cost Sharing Formula

The parties shall split the total costs for the consultant's performance of the Services as follows:

Part 1

For Part 1 of the Services as set forth in Exhibit "A" above, TFPD shall pay Fifty Percent (50%) of the total costs and Belvedere shall pay the remaining Fifty Percent (50%) of the total costs for Part 1 of the Services.

Part 2

In the event that Part 2 of the Services as set forth in Exhibit "A" above becomes necessary, Belvedere shall pay for One Hundred Percent (100%) of the total costs for Part 2 of the Services.

Part 3

In the event that Part 3 of the Services as set forth in Exhibit "A" above becomes necessary, TFPD shall pay for One Hundred Percent (100%) of the total costs for Part 3 of the Services.



Marin Local Agency Formation Commission

Regional Service Planning | Subdivision of the State of California

AGENDA REPORT
October 10th, 2024
Item No.6 (Business)

TO: Local Agency Formation Commission
FROM: Jason Fried, Executive Officer
SUBJECT: Discussion and Possible Addition to LAFCo Work Plan on Possible Need to Update Government Code 66412(d) as it Pertains to Lot Line Adjustments That Cross Jurisdictional Boundaries

Background

Over the years staff have noticed instances of single parcels that cross jurisdictional boundaries. Staff have attached two different maps that show this occurrence. The first map is of 35 Crest Road which is along the Ross and San Anselmo boundary line. As the light blue line shows, this single parcel is technically in two different municipalities. A while back staff did some research into this parcel to find out what was occurring and while it lies in two different jurisdictions it is viewed by the County to be in Ross for the purpose of voting and paying property taxes. Another example would be 305 Summit in the unincorporated Country Club island in the San Rafael area. In this case the San Rafael Sanitary District covers parts of property but there is a portion in the middle that is technically outside of the district boundaries. The home that is being serviced appears to be within the district boundaries so this currently does not cause an issue but technically speaking if the property owner built something new that needed the district to service it then it would need to be annexed into the district.

Staff started to ask questions as to why this occurs. After some basic research it occurred because government code section 66412(d) allows for lot line adjustment to occur of four or fewer parcels with limited review:

66412(d) A lot line adjustment between four or fewer existing adjoining parcels, where the land taken from one parcel is added to an adjoining parcel, and where a greater number of parcels than originally existed is not thereby created, if the lot line adjustment is approved by the local agency, or advisory agency. A local agency or advisory agency shall limit its review and approval to a determination of whether or not the parcels resulting from the lot line adjustment will conform to the local general plan, any applicable specific plan, any applicable coastal plan, and zoning and building ordinances. An advisory agency or local agency shall not impose conditions or exactions on its approval of a lot line adjustment except to conform to the local general plan, any applicable specific plan, any applicable coastal plan, and zoning and building ordinances, to require the prepayment of real property taxes prior to the approval of the lot line adjustment, or to facilitate the relocation of existing utilities, infrastructure, or easements. No tentative map, parcel map, or final map shall be required as a condition to the approval of a lot line adjustment. The lot line adjustment shall be reflected in a deed, which shall be recorded. No record of survey

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Public Member
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Public Member

shall be required for a lot line adjustment unless required by Section 8762 of the Business and Professions Code. A local agency shall approve or disapprove a lot line adjustment pursuant to the Permit Streamlining Act (Chapter 4.5 (commencing with Section 65920) of Division 1).

This streamlining approach mentioned in 66412(d) is simple in some ways but also means that at times we get the issue shown in the two maps. Staff mentioned this issue at the CALAFCO workshop that was held earlier this year. A few other LAFCOs had mentioned they have seen similar issues in their county. Staff would like to explore if there is a way to make sure LAFCOs are included in the discussion when combining of properties will mean a jurisdiction boundary, we oversee, is crossed so that instead of leaving the new combined parcel crossing boundary line we can also address the crossing of boundaries as part of the process. Staff would look to create a group of other LAFCOs and other interested government officials to first work to see how we amend 66412(d) to include LAFCO in the process when needed and second to see if a simple fix can be found to correct all the situations that already exist.

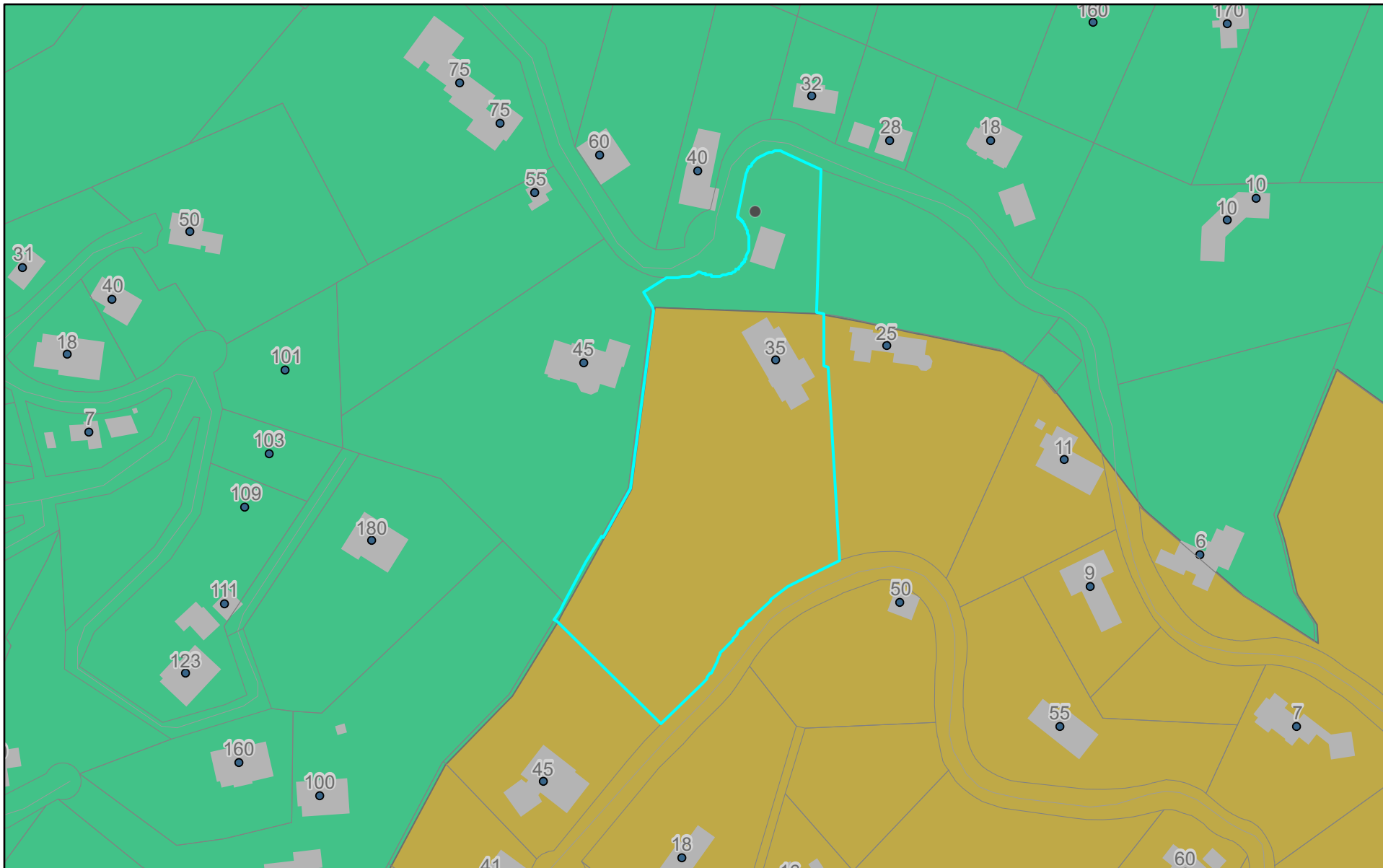
Staff Recommendation for Action

1. Staff Recommendation – Authorize the addition of looking to see if a legislative or other solution can be implemented to fix this issue to our work plan.
2. Alternative Option 1 - Continue this item to future meeting for further discussion.
3. Alternative Option 2 – Not to add this to the work plan and have staff stop reviewing this matter.









Attachment:

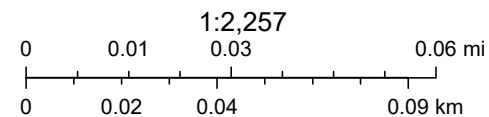
1. Map of 35 Crest
2. Map of 305 Summit

35 Crest Road



8/26/2024, 10:44:11 AM

- | | | |
|---|---|---|
|  Assessor Parcels |  Roads |  City Boundaries |
|  Building Footprints |  Local |  Ross |
|  County Legal Boundary |  San Anselmo | |



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodastystyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA,

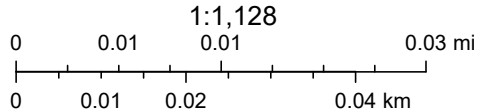
Marin County LAFCo
Marin County LAFCo, Marin County, ESRI.

305 Summit



8/26/2024, 10:50:33 AM

- Assessor Parcels
- County Legal Boundary
- Building Footprints
- Sanitary Districts
- Roads
- Local
- SAN RAFAEL SANITATION DISTRICT



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Marin County LAFCo, Marin County, ESRI.



Marin Local Agency Formation Commission

Regional Service Planning | Subdivision of the State of California

AGENDA REPORT

October 10, 2024

Executive Officer Report – Section A

TO: Local Agency Formation Commission

FROM: Jason Fried, Executive Officer

SUBJECT: **Budget Update for FY 2024-2025**

Background

Marin Local Agency Formation Commission (LAFCo) adopted a budget for FY 2023-2024 totaling \$668,227.00. From July 1, 2024, through September 30, 2024, LAFCo has spent \$139,973.35. This report covers 3 months, which is about 25% of the year. We have already spent 20.9% of our budget this year. You will note two line items are higher than the expected amount for where we are for being three months into the new FY. Two line items, Membership and Dues (30) and General Insurance (15), consist of bills that have large sums that get paid at the start of the fiscal year in the case of line item 15 and are mostly paid for in the case of line item 30.

Under agency contributions, you will notice that LAFCo has over 90% paid with just over \$50,000 in outstanding dues. In talking with the County they are now showing that all but one agency has paid their dues and that should show up in our next monthly statement. County staff has already reached out to the agency to request payment be made and to assist them in getting payment done if needed. Staff will report any updates on this final payment at the Commission meeting.

Attachment:

1. FY 2024-2025 Budget Reports

Administrative Office
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Public Member

Marin Local Agency Formation Commission

FY25 BUDGET REPORT

09/30/24

July 2024 through June 2025

Accrual Basis

	Jul '24 - Jun 25	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
410 · Prior Year Carryover	0.00	80,500.00	-80,500.00	0.0%
400 · Agency Contributions	537,353.49	587,727.00	-50,373.51	91.4%
Total Income	537,353.49	668,227.00	-130,873.51	80.4%
Expense				
Services and Supplies				
05 · Commissioner Per Diems	1,375.00	10,000.00	-8,625.00	13.8%
10 · Conferences	1,986.11	11,000.00	-9,013.89	18.1%
15 · General Insurance	6,049.06	6,500.00	-450.94	93.1%
20 · IT & Communications Services	4,390.45	23,000.00	-18,609.55	19.1%
25 · Legal Services	6,040.60	37,500.00	-31,459.40	16.1%
30 · Memberships & Dues	5,360.00	8,500.00	-3,140.00	63.1%
35 · Misc Services	543.87	3,000.00	-2,456.13	18.1%
40 · Office Equipment Purchases	0.00	4,139.00	-4,139.00	0.0%
45 · Office Lease/Rent	9,222.00	36,888.00	-27,666.00	25.0%
50 · Office Supplies & Postage	591.95	4,000.00	-3,408.05	14.8%
55 · Professional Services	6,086.00	32,000.00	-25,914.00	19.0%
60 · Publications/Notices	0.00	2,000.00	-2,000.00	0.0%
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%
Total Services and Supplies	41,645.04	183,727.00	-142,081.96	22.7%
Salary and Benefit Costs				
100 · Salaries	79,478.16	387,000.00	-307,521.84	20.5%
120 · County of Marin - Group Health	7,890.68	38,000.00	-30,109.32	20.8%
130 · MCERA / Pension	10,959.47	53,500.00	-42,540.53	20.5%
140 · Retiree Health	0.00	6,000.00	-6,000.00	0.0%
Total Salary and Benefit Costs	98,328.31	484,500.00	-386,171.69	20.3%
Total Expense	139,973.35	668,227.00	-528,253.65	20.9%
Net Ordinary Income	397,380.14	0.00	397,380.14	100.0%
Other Income/Expense				
Other Income				
910 · Fees for Services	5,774.38			
Total Other Income	5,774.38			
Net Other Income	5,774.38			
Net Income	403,154.52	0.00	403,154.52	100.0%



Marin Local Agency Formation Commission

Regional Service Planning | Subdivision of the State of California

AGENDA REPORT
October 10th, 2024
EO Item B (EO Report)

TO: Local Agency Formation Commission
FROM: Claire Devereux, Clerk/Jr. Policy Analyst
SUBJECT: Current and Pending Proposals

Background

The Commission is invited to discuss the item and provide direction to staff on any related matter as needed for future discussion and/or action.

File #1385 - While reviewing an upcoming application to amend NMWD/IPUD boundaries it was discovered that IPUD is currently serving one parcel, APN 15-241-12, that is currently in NMWD boundary and outside of IPUD boundaries. IPUD provides both water and fire services within its boundaries so if we were to annex the parcel into IPUD it would also have fire responsibility. Currently the parcel is within County fire as are the surrounding parcels. If we annexed this one parcel into IPUD it would create a disorganized area for fire services so to allow IPUD to properly service this parcel water the best option was to have an OSA approved. On September 11, 2024, both IPUD and NMWD issued a joint letter to LAFCo requesting an OSA exemption under Government Code section 56133(e) (1). Per Marin LAFCo policy on September 24th, 2024, Executive Officer Fried approved an OSA in which water services will be provided by Inverness Public Utility District (IPUD) within the boundaries of North Marin Water District. It does not make sense to annex the parcel into IPUD at this time because they do not provide fire services to the parcel and an annexation would create an issue of how fire service providers would enter the property. Government Code section 56133(e) (1) has a process for the formation and allows for exemption of a formal application process. Marin LAFCo policy also requires for the Executive Officer to report to the Commission when these actions are taken.

File #1386 – First steps of the application process have been initiated to annex parcel 335 Highland Ave, San Rafael into San Rafael Sanitary District. We are currently awaiting map and legal then submission for agency and department reviews will begin.

There are no applications for hearing currently.

The following applications are still pending awaiting an update to the SOI that will take place in the upcoming MSR.

File 1378 through file 1381 were created on July 1st, 2024, These applications are part of a bigger boundary correction project with Sanitary District 2. Please see Items 4 through 7.

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File 1383 is an OSA between Tamalpais Community Service District, Almonte Sanitary District and Homestead Valley Sanitary District, this OSA stems from a recommendation made in the last MSR. Please See Item 8.

Attachment

1. Chart of Current and Pending Proposals

Current and Pending Proposals

LAFCo File #	Status	Proposal	Description	Government Agency	Latest Update
1386	Processing	Annexation of 335 Highland Ave. into San Rafael Sanitary District	Landowner (Ronald Lamson) requesting approval to annex one parcel, approximately .97 acres, so they can get off septic and onto the sewer. The parcel has a situs address of 335 Highland Ave. and APN: 15-241-12	San Rafael Sanitary	Awaiting Map and Legal
1381	Pending	Reorganization of 7 Sunrise, Larkspur from Ross Valley Sanitary District and into Sanitary District 2.	Agency (Sanitary District 2) requesting approval to reorganize one parcel of approximately .26 acres, so they can be placed into the correct district boundaries. The application has a situs address of 7 Sunrise Ln and APN 021-154-08.	Sanitary District 2 and Ross Valley Sanitary District	Will be on February or April Agenda conditional on Completion of the next MSR and SOI Update
1380	Pending	Annexation of 5124 Paradise Dr, Corte Madera, 5044 Paradise Dr. and 4985 Ranch Rd, Tiburon into Sanitary District 2.	Agency (Sanitary District 2) requesting approval to annex three parcels of approximately 3.09 acres, so they can be placed into the correct district boundaries. The application has a situs address of 5124 Paradise Dr, 5124 Paradise Dr. and 4985 Ranch Rd. with APN's 026-231-53, 038-022-63, 038-022-67, 038-022-68, 038-022-69, 038-022-70, 038-052-02	Sanitary District 2	Will be on February or April Agenda conditional on Completion of the next MSR and SOI Update
1379	Pending	Reorganization of 90 Edison 127 Pepper Ave from Sanitary District 2 to Ross Valley SD and Annexation of 100 Edison into Ross Valley SD	Agency (Sanitary District 2) requesting approval to reorganize three parcels of approximately 2.94 acres, so they can be placed into the correct district boundaries. The application has situs addresses of 90 & 100 Edison and 127 Pepper Ave with APN's 025-011-33, 021-142-50, and 021-231-21	Sanitary District 2 and Ross Valley Sanitary District.	Will be on February or April Agenda conditional on Completion of the next MSR and SOI Update
1378	Pending	Reorganization of 115,119,121 & 123 Elm Ave, Larkspur from Sanitary District 2 into Ross Valley Sanitary District.	Agency (Sanitary District 2) requesting approval to reorganize three parcels of approximately 1.967 acres, so they can be placed into the correct district boundaries. The application has situs addresses of 115,119,121 & 123 Elm Ave, Larkspur with APN's 024-062-47, 024-062-51, 024-062-53, 024-062-52.	Sanitary District 2 and Ross Valley Sanitary District.	Will be on February or April Agenda conditional on Completion of the next MSR and SOI Update
1383	Approved	Out of Service Agreement between Tamalpais CSD, Homestead Valley SD and Almonte SD.	Tamalpais CSD is requesting approval of an Out of Service Agreement between Homestead Valley SD and Almonte SD to allow them to provide sanitary services to several parcels within Tam CSD's boundaries.	Tamalpais CSD, Homestead Valley SD and Almonte SD	Approved by Executive Officer based on Government Code section 56133(e) (1)
1384	Approved	Annexation of 2 Hansen Rd. to Novato Sanitary District	Landowner (Annie Ernst) requesting approval to annex one parcel, approximately .403 acres, so they can obtain permanent connection after receiving an emergency OSA earlier this year. The parcel has a situs address of 2 Hansen Rd. and APN: 146-061-14.	Novato Sanitary District	Approved on 8/8/24
1385	Approved	Out of Service Agreement between Inverness Public Utility District (IPUD) and North Marin Water District (NMWD)	On September 11th, 2024, NMWD and IPUD jointly submitted an OSA in which water services will be provided by IPUD within the boundaries of NMWD,	Inverness Public Utility District and North Marin Water District	Approved by Executive Officer based on Government Code section 56133(e) (1)



Marin Local Agency Formation Commission

Regional Service Planning | Subdivision of the State of California

AGENDA REPORT
October 10th, 2024
EO Item C (EO Report)

TO: Local Agency Formation Commission

FROM: Jason Fried, Executive Officer
Jeren Seibel, Deputy Executive Officer
Claire Devereux, Clerk/Jr. Policy Analyst

SUBJECT: **Marin LAFCo Work Plan**

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.

Updates from the last meeting are highlighted in Orange.

The following significant changes were made to the chart:

1. LAFCo, IPUD, and NMWD hosted a community meeting for members of the community who would be impacted by an upcoming application to change the boundaries of NMWD to correctly reflect areas they service and remove areas they don't service in the Inverness and Marshall areas. Since this meeting took place after the packer was released staff will give a verbal report on what occurred at the meeting.
2. As is reported earlier in the agenda, staff are actively working with the City of Belvedere and Tiburon Fire Protection District on the possible annexation of Belvedere into the District.
3. The City of Sausalito and Sausalito-Marin City Sanitary District recently reached out to staff to ask questions about what it would take to have the District take over all aspects of the City sanitary collection system. Staff are having earlier discussions with both groups and may move this item from monitoring to staff currently working based on those discussions.
4. As is reported earlier in the agenda, the Central Marin Wastewater Study is the final MSR in the current round and staff has been honing a plan for what the content and document structure for the next round of MSRs should look like in order to continue to provide studies that both meet the requirements of state government code as well as providing the residents and agencies within Marin County with useful information.

Attachment

1. Marin LAFCo Work Plan

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

Dennis Rodoni, Vice-Chair
County of Marin

Eric Lucan, Regular
County of Marin

Stephanie Moulton-Peters, Alternate
County of Marin

Barbara Coler, Chair
Town of Fairfax

Steve Burdo, Regular
Town of San Anselmo

Stephen Burke, Alternate
City of Mill Valley

Lew Kiou, Regular
Almonte Sanitary District

Craig Murray, Regular
Las Gallinas Valley Sanitary District

Cathryn Hilliard, Alternate
Southern Marin Fire Protection District

Larry Chu, Regular
Public Member

Roger Smith, Alternate
Public Member

Staff currently working on			
Central Marin Wastewater Study	Jeren	MSR for agencies of CMSA, LGVSD, and SQVSMO.	Analysis and writing in progress.
Next Round of MSR	Jeren	The Central Marin Wastewater Study is the final MSR in the current round and staff has been honing a plan for what the content and document structure for the next round of MSRs should look like in order to continue to produce digestible studies that both meet the requirements of state government code as well as providing the residents and agencies within Marin County with useful information.	Proposed document outline and study schedule presented at the October Commission meeting.
Countywide Fire Study	Jeren/Claire	Perform a phased review of fire services in Marin County.	Based on commission approval staff has now started researching and writing the report. Claire has rough drafts for approximately 10 fire agencies and an additional overview section in the works.
Large Scale GIS Topology Fix	Jeren/Claire	Over the course of the past couple of decades, adjustments to GIS mapping layers for multiple jurisdictional boundaries has created thousands of topological inconsistencies within those mapping layers. These inconsistencies have led to some ambiguities on jurisdictional boundaries throughout the county and with the upcoming election, correcting these inconsistencies has become a priority for Marin County. Staff is working collaboratively with County of Marin GIS specialists to correct approximately 16,000 topological issues within 19 jurisdictions and, in the process, ensuring that both Marin LAFCo and Marin County present the same data sets to the public upon completion.	Staff has met with County staff as well as held a meeting with main County staff member leading the effort along with Marin LAFCo's GIS consultant. A functional work flow for the project between the two agencies and Marin LAFCo's consultant has been agreed upon and initial work by County staff has begun.
Property Tax Review For Special Districts	Jason/Claire	This is a low level item for staff to work on. Currently when parcels are annexed into a district they get zero of the current ad valorem so staff will research if there are options, without changing the Master Tax Exchange Agreement, for district to get additional revenue to cover the cost of service that they get from current parcels from the 1% ad valorem.	Staff has started some early research on this, based on other items this may get completed in 2024.
Marin RCD and Stinson Beach Fire boundaries	Jason	As noted in West Marin MSR both agencies want to look at their current boundaries and make some adjustments.	Staff will work with both agencies in helping them with any changes they look to do.
Digital Library	Claire	Staff has learned how to make current documents ADA compliant and is looking to add more information to the website for applications and resolutions to make it easier for the public to access documents from us.	Working on as time permits. Currently working on remediating documents already posted on the website (i.e. minutes, agendas and packets). Between the June and August meeting streamline has introduced a remediation checking feature, this brought to light many small errors within remediated documents and unremediated documents. With this new feature Claire has been going back fixing remediated documents to ensure they are fully compliant.
Strawberry Recreation District Reorganization of Dredging Services	Jason	Staff identified in Tiburon Peninsula MSR that SRD has dredging services that are an activity that State Government Code does not explicitly give to a recreation district. SRD and the County, with LAFCo help, are working to see if a CSA can be created to cover those services.	Unfortunately the County has informed LAFCo that it is no longer willing to help create a CSA to take these responsibilities over for SRD. Staff will need to do some research to see what other options may be available to solve this issue.

Tiburon Fire Protection District OSA with Belvedere	Jason	As identified in the Tiburon Peninsula MSR, the City of Belvedere currently has an OSA with the TFPD to cover services. In the MSR staff suggests that TFPD boundaries should be extended to cover Belvedere.	Shared Cost Agreement on today's agenda, see item ?? for more details.
NMWD Boundary Changes	Jason	In the Multiple Region MSR it was identified that IPUD customers were never removed from NMWD jurisdiction when IPUD took over water service from a private water company. The goal is to remove IPUD from the boundary of NMWD. In addition there are several parcels in the Marshal area that are within NMWD boundary but have no connections into the NMWD boundary. NMWD is asking to remove those parcels from it boundary.	Community meeting held on Oct. 8 about this. Based on community questions staff anticipates a applications soon from NMWD to request a change in boundaries.
NMWD OSA Review	Jason	NMWD back in the late 1970's through the 1980's requested and received approval for Out of Service Agreements for several parcels in Sonoma County who were to far removed from NMWD boundary to be annexed into the district so LAFCo gave approval for an OSA to NMWD to service there properties since it main water line that bring water to the district passed by these parcels. Since then the City of Petaluma water system has explained and is now near some of these parcels. NMWD and Marin LAFCo want to see if it given the expansion of the Petaluma system since these approvals were given if it make more sense now for them to take on some of these customers.	Staff is already trying to coordinate a meeting between NMWD, the City of Petaluma, Sonoma LAFCo, and us to discuss this matter.
Items being monitored by LAFCo staff but not currently working on or Items waiting for something else to occur first			
Ross Valley Fire	Jason	As identified in the Upper Ross Valley MSR currently fire services are provided by a JPA in the region. There is a desire to see if there is a different model that would work for the area.	Staff is ready and able to assist if requested by them.
City of Sausalito/Sausalito-Marín City SD Consolidation	Jason	Currently, the City of Sausalito collects wastewater and then transmits that wastewater into SMCSD pipes within the city limits. The city is looking to see if SMCSD can take over this process from them. In areas outside of the City limits SMCSD does what the City is looking to do within the City limits.	Both the City and District have ask staff to review some information in perpartion of a possible formal request to LAFCo in the future on a possible consolidation
Flood Zone 10	Jason	When doing the West Marin MSR it was noted that FZ10 was created to deal with an event that occurred in the area. It was given a pot of funds that are mostly spent. As noted in the MSR the zone does not have a funding source so the Flood District, with help form its CAB, should determine if there is work that the local community is willing to fund.	Staff has been asked to attend meeting and help advise on best practices for changing boundaries.
Flood Zone 3	Jason	As noted in Golden Gate MSR there are some issues within the FZ. While not directly LAFCo related staff may be needed to help be a neutral advisor on dealing with these issues.	Staff will monitor this issue as it moves through review process and will assist as requested.
Countywide Police Study	TBD	TBD	Once fire study is complete this will be revisited

Boundary Fixes	Jason/Claire	Staff has been working with SD2 around fixing issues with its boundary where parcels that are receiving services from them but not currently in the district. We should be getting a formal application about this in early 2024. As that process wraps up staff will be reaching out to other agencies to work with them on seeing if they have boundary issues as well.	We have the needed information but need to wait for the current Central Marin Wastewater MSR to be completed so we can fix the SOI in the area.
Dillon Beach Sewer	Jason	Staff has been invited by both the County and NMWD to advise on the possible creation of a new sewer system for the residents of Dillon Beach Village which would require annexation of the area into NMWD	Early planning meetings are occurring and staff is attending as needed. Receiving additional analysis during multi-regional MSR.
San Rafael Sanitary District	Jason	SRSD is currently looking at other staffing models that would have them possibly lead to another agency overseeing its day to day operations with a possible long term goal of consolidation of itself with another agency.	Staff attended the July CMSA meeting to address an interest by one of its members agency on LAFCo ability to do review of staffing issues. Staff will attend any future meeting as requested by our member agencies.
Items that had been worked on where staff has stopped work because they are not likely to happen at this time.			
Paradise Drive	n/a	As identified in the Tiburon Peninsula MSR, Paradise Drive goes through areas that are both incorporated and unincorporated as multiple unincorporated islands exist along it. The road itself does not reflect the parcels around it as far as which jurisdiction it is in.	Not currently working on
SQVSMD consolidation with RVSD	n/a	Based on the Central Marin Wastewater MSR, work with district staff on the possibility of consolidating services with RVSD.	Not currently working on
San Rafael Area Fire Working group	n/a	Based on San Rafael Area MSR the concept of merging fire services was mentioned. This working group will determine if it is possible and in the best interest of the public and all agencies providing services.	Not currently working on
Angel Island Fire Service	n/a	There are two different, but similar, issues around fire services. One is, while Angel Island falls into CSA 31 service area, Tiburon FPD actually provides those services but does not get reimbursed for those services. Second is the Town of Tiburon pays to the State Parks an annual fee to cover fire protection cost but the Town offers no fire protection services.	Not currently working on
Unincorporated Islands	n/a	Work to remove unincorporated islands throughout Marin County	Not currently working on
Future Shared Staffing between the 4 single-service SASM districts	n/a	Facilitate shared services discussions amongst the 4 single-service SASM special districts in preparation for possible future opportunities when current management level staff members depart.	Not currently working on
Items Completed			
OSA Confirmation between TCSD, HVSD, and ASD	Jeren/Jason	Work with Tamalpais CSD to retrieve necessary documentation on parcels within its district receiving service from HVSD and Almonte showing the needed criteria for exemption from an outside service agreement.	Tamalpais CSD has submitted the needed information and based on LAFCo Policy 4.9 (B) the Executive Officer has determined this item falls under 56133(e) which allows for this OSA to occur.
Multi-Regional Services Study	Jeren	MSR for agencies that cover multiple regions	Final Draft adopted by the Commission at the August meeting.



Marin Local Agency Formation Commission

Regional Service Planning | Subdivision of the State of California

AGENDA REPORT

October 10th, 2024

EO Item E

TO: Local Agency Formation Commission

FROM: Claire Devereux, Clerk/ Jr. Analyst

SUBJECT: Commission Correspondence

Background

Attached you will find two letters and President's Special Acknowledgement Awards from the Special District Risk Management Authority (SDRMA) for zero "paid" claims from 2019-2024. These two awards are for the

- Property/Liability Programs
- Worker's Compensation Program

No other correspondence has been received.

Attachment:

1. Presidential Award – Property Liability Programs
2. Presidential Award – Worker's Compensation Program

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August 28, 2024

Barbara Coler, Board President
Marin Local Agency Formation Commission
1401 Los Gamos, Suite 220
San Rafael California, 94903

Re: President's Special Acknowledgement Award – Property/Liability Program

Dear Barbara,

On behalf of SDRMA Board of Directors and staff, it is my great pleasure to extend our heartfelt congratulations to you, your governing body at Marin Local Agency Formation Commission, management, and staff on achieving an outstanding milestone of maintaining an impeccable record of zero "paid" claims for the Property/Liability Program years 2019-2024. A "paid" claim for the purposes of this recognition represents the first payment on an open claim during the prior program year and excludes property claims.

As a symbol of our appreciation and acknowledgment of your exceptional performance, we are honored to present Marin Local Agency Formation Commission with the *President's Special Acknowledgement Award*, representing our admiration for your outstanding achievement and our encouragement to continue your excellent work. In addition to this annual recognition, members with no "paid" claims receive the following, all resulting in a reduction to their annual contribution amount:

- during 2023-24 earned one credit incentive point (CIP)
- for the prior five consecutive program years earned three additional bonus CIPs

This remarkable accomplishment is a testament to your agency's unwavering commitment to risk management excellence and a culture of safety and proactive governance. By consistently prioritizing risk management and fostering an environment where safety and diligence are paramount, your agency has set a standard of excellence that is truly commendable.

The success you have achieved is not by chance, but through the dedication, hard work, and collaboration of your entire team. It reflects the high level of professionalism and care with which you approach your responsibilities and serve your community.

Please accept our sincerest thanks and appreciation for your efforts in making your agency a model of excellence within the special district community. We look forward to continuing our partnership and supporting you in all your future endeavors.

Once again, congratulations on this extraordinary achievement. May your agency continue to thrive, setting an inspiring example for others.

Sincerely,

Sandy A. Seifert-Raffelson, President
Board of Directors
Special District Risk Management Authority





President's Special Acknowledgement Award

The President of the Special District Risk Management Authority

Hereby gives special recognition to

Marin Local Agency Formation Commission

The President's Special Acknowledgement Award is to recognize members with no "paid" claims during the prior five consecutive program years in the Property/Liability Program. A "paid" claim for the purposes of this recognition represents the first payment on an open claim during that same period and excludes property claims. Congratulations on your excellent claims record!

Sandy A. Seifert-Raffelson, SDRMA Board President

August 28, 2024

Date



August 28, 2024

Barbara Coler, Board President
Marin Local Agency Formation Commission
1401 Los Gamos, Suite 220
San Rafael California, 94903

Re: President's Special Acknowledgement Award - Workers' Compensation Program

Dear Barbara,

On behalf of SDRMA Board of Directors and staff, it is my great pleasure to extend our heartfelt congratulations to you, your governing body at Marin Local Agency Formation Commission, management, and staff on achieving an outstanding milestone of maintaining an impeccable record of zero "paid" claims for the Workers' Compensation Program years 2019-2024. A "paid" claim for the purposes of this recognition represents the first payment on an open claim during the prior program year.

As a symbol of our appreciation and acknowledgment of your exceptional performance, we are honored to present Marin Local Agency Formation Commission with the *President's Special Acknowledgement Award*, representing our admiration for your outstanding achievement and our encouragement to continue your excellent work. In addition to this annual recognition, members with no "paid" claims receive the following, all resulting in a reduction to their annual contribution amount:

- during 2023-24 earned one credit incentive point (CIP),
- for the prior five consecutive program years earned three additional bonus CIPs, and
- receive a lower "experience modification factor" (EMOD)

This remarkable accomplishment is a testament to your agency's unwavering commitment to risk management excellence and a culture of safety and proactive governance. By consistently prioritizing risk management and fostering an environment where safety and diligence are paramount, your agency has set a standard of excellence that is truly commendable.

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Sincerely,

Sandy A. Seifert-Raffelson, President
Board of Directors
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Sandy A. Seifert-Raffelson, SDRMA Board President

August 28, 2024

Date