



Solano Local Agency Formation Commission

675 Texas St. Ste. 6700 • Fairfield, California 94533
(707) 439-3897 • FAX: (707) 438-1788

Solano County Government Center
Board of Supervisors Chambers
675 Texas Street
Fairfield, CA 94533

October 17, 2022 10:00 A.M.

ATTENTION: This meeting will be open to the public; however, due to COVID-19 we are adhering to social distancing guidelines, and seating in the Chambers will be limited.

The meeting will be available by phone-in using the following information:

**Phone number: (415) 655-0001
Access code: 2452 370 8868**

No attendee ID number is required, just hit the # key and you will be placed in the meeting. Once entered into the meeting, you will hear the meeting and be called upon to speak during the public speaking period. Before the start of the meeting, the Clerk will ask callers wishing to speak for their names and the item they want to speak on. Those speakers will then be called upon to speak during the public speaking period.

AGENDA

1. CALL TO ORDER AND SALUTE TO THE FLAG
2. ROLL CALL
3. CHANGES AND APPROVAL OF THE AGENDA
4. PUBLIC COMMENT

Opportunity for the public to speak to the Commission on any subject matter within the Commission’s jurisdiction but not appearing on today’s agenda.

5. PUBLIC COMMENT ON CONSENT ITEMS

Each speaker shall have 3 minutes to address any or all items under Consent.

Commissioners

John Vasquez, Chair • Nancy Shopay, Vice-Chair • Ron Rowlett • Harry Price • Jim Sperring

Alternate Commissioners

Robert Guerrero • Ron Kott • Mitch Mashburn

Staff

Rich Seithel, Executive Officer • Christina Love, Deputy Executive Officer • Aaron Norman, Analyst II

6. CONSENT ITEMS

- A. August 8, 2022 Meeting Minutes
- B. Financial Reports – August-September 2022

7. PUBLIC HEARING

None.

8. BUSINESS ITEMS

- A. **New Contract for General Legal Services** – Request to authorize the Executive Officer to execute a contract with Best Best and Kreiger Attorneys at Law for General Legal Services for Solano LAFCO.
- B. **LAFCO Project No. 2022-10: 7055 Steiger Hill Rd Annexation to the Rural North Vacaville Water District** – Proposed annexation to RNVWD for the purpose of extending one potable water service connection to a 5.5-acre parcel located at 7055 Steiger Hill Road, unincorporated Solano County. CEQA Lead Agency: RNVWD, Exempt per 15061(b)(3). (APN 0123-030-370)
- C. **Audit Engagement Letter – Financial Audit of Fiscal Years 2020/21 and 2021/22** – Request that Commission receive the Audit Engagement letter from James Marta & Company LLP and authorize the Executive Officer to sign the agreement and commence work.
- D. **Adopt new LAFCO Job Classification for Office Administrator/Clerk, and Amend and Update the Personnel and Salary Resolution** – Proposed job description to create a new Office Administrator/Clerk that was funded in the FY 2022-23 Final Budget, and amend/revise Solano LAFCO personnel policy.
- E. **Response to the Cordelia Fire Protection District (CFPD) staffing and response crisis** – Grant Executive Officer administrative action that allows the City of Fairfield Fire Department (FFD) to form a short-term arrangement with CFPD for the provision of 9-1-1/emergency calls for service in the CFPD service area while a long-term solution to the CFPD issue is resolved.

9. EXECUTIVE OFFICER UPDATES

The Executive Officer will briefly provide Commission status updates on major ongoing tasks and inform Commission of any known upcoming projects.

10. CLOSED SESSION

None.

11. REPORT OF CLOSED SESSION

None.

12. ADJOURNMENT


Materials related to an item on this agenda are available for public inspection at the LAFCO office at 675 Texas St. Ste. 6700 Fairfield, CA during normal business hours and on LAFCO's website at www.solanolaftco.com. **Please note: LAFCO meetings are recorded and posted on the Commission's website.**

Any person who has contributed \$250 or more to a Commissioner or Alternate is obligated to disclose the contribution to the Commissioner or Alternate or to LAFCO staff.

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact the LAFCO staff at (707) 439-3898 by email to clove@solanolaftco.com. Requests must be made as early as possible and at least two business days before the start of the meeting.

Non-confidential materials related to an item on this agenda submitted to the Commission after distribution of the agenda packet will be e-mailed to you upon request. You may request materials by emailing clove@solanolaftco.com.

Agenda Item 6.A – August 8, 2022 Meeting Minutes

	<p>Solano Local Agency Formation Commission 675 Texas St. Ste. 6700 • Fairfield, California 94533 (707) 439-3897 • FAX: (707) 438-1788</p>
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MINUTES OF THE
 LOCAL AGENCY FORMATION COMMISSION OF SOLANO COUNTY
 AUGUST 8, 2022 10:00 A.M.
 BOARD OF SUPERVISORS CHAMBERS
 675 TEXAS STREET
 FAIRFIELD, CALIFORNIA 94533

1. CALL TO ORDER AND SALUTE TO THE FLAG

Meeting was called to order at 10:02 am by Chair Vasquez with a salute to the flag.

2. ROLL CALL

Present:	Commissioners:	John Vasquez, Jim Spering, Harry Price,
	Alternate Commissioners:	Robert Guerrero, Ron Kott, and Mitch Mashburn

Not Present:	Commissioner:	Nancy Shopay, Ron Rowlett
	Alternate Commissioner:	

Staff: Rich Seithel, Executive Officer; Christina Love, Deputy Executive Officer; Scott Browne, Legal Counsel (On the Phone)

3. CHANGES AND APPROVAL OF THE AGENDA

There was one new correspondence to add, Item 7.A – Comment letter from RNVWD on the Proposed Final RNVWD MSR. Commissioners received the comment letter into the agenda. Commissioner Spiering moved to approve the agenda with the addition, and Commissioner Price seconded the motion.

AYES:	Vasquez, Spering, Price, Guerrero, Kott
NOES:	None
ABSENT:	Shopay, Rowlett
ASTAIN:	None

4. PUBLIC COMMENT

There were no comments from the public.

Commissioners

John Vasquez, Chair • Nancy Shopay, Vice-Chair • Ron Rowlett • Harry Price • Jim Spering

Alternate Commissioners

Robert Guerrero • Ron Kott • Mitch Mashburn

Staff

Rich Seithel, Executive Officer • Christina Love, Deputy Executive Officer • Aaron Norman, Analyst II

Agenda Item 6.A – August 8, 2022 Meeting Minutes

5. PUBLIC COMMENT ON CONSENT ITEMS

There were no comments on the consent items.

6. CONSENT ITEMS

Commissioner Price moved to approve the consent items.
Commissioner Spring seconded.

AYES: Vasquez, Spring, Price, Guerrero, Kott
NOES: None
ABSENT: Shopay, Rowlett
ABSTAIN: None

7. PUBLIC HEARING

A. Rural North Vacaville Water District Final Municipal Service Review —

The Commission will consider approving the final Municipal Service Review for Rural North Vacaville Water District. CEQA Exempt: California Code of Regulations Section 15306.

Staff presented the final MSR, findings, and conditions of approval; as revised after the public comment period in spring 2022.

During public comment, three speakers spoke on behalf of RNVWD discussing history of the District, management, operations, and goals. Each also addressed the District’s comment letter about the design capacity and maximum connections.

During Commissioner comments, Chair Vasquez clarified that the water system was built by the County based on a design for a maximum 533 of connections because of costs. Suggested that District take closer look at the current system to determine the actual capacity.

Commissioner Spring recommended a revision to the Resolution’s conditions to include a requirement that RNVWD provide updates on the repair of Well #2 until it is completed.

Commissioner Spring moved to approve the resolution as revised by Commission to include requirements that RNVWD provides updates on the repaid of Well #2 until is it completed.
Commissioner Price seconded.

AYES: Vasquez, Spring, Price, Guerrero, Kott
NOES: None
ABSENT: Shopay, Rowlett
ABSTAIN: None

8. BUSINESS ITEMS

Agenda Item 6.A – August 8, 2022 Meeting Minutes

A. LAFCO Project No. 2022-01: 3864 Joslin Lane Annexation to the Rural North Vacaville Water District – Proposed annexation to RNVWD for the purpose of extending one potable water service connection to a 1.24-acre parcel located at 3864 Joslin Lane, unincorporated Solano County. CEQA Lead Agency: RNVWD, Exempt per 15061(b)(3). (APN 0105-190-070)

Staff presented RNVWD’s request to annex a parcel into their district for a water connection. The parcel fronts on a road with an existing water line and is within the District’s SOI.

There were no public speakers or commission comments.

Commissioner Spring moved to approve the resolution for LAFCO Project No. 2022-01 for annexation of Joslin Lane into RNVWD.
Chair Vasquez seconded.

AYES: Vasquez, Spring, Price, Guerrero, Kott
NOES: None
ABSENT: Shopay, Rowlett
ABSTAIN: None

B. LAFCO Project No. 2022-02: 7853 English Hills Road Annexation to the Rural North Vacaville Water District – Proposed annexation to RNVWD for the purpose of extending one potable water service connection to a 4.73-acre parcel located at 7853 English Hills Road, unincorporated Solano County. CEQA Lead Agency: RNVWD, Exempt per 15061(b)(3). (APN 0104-150-210)

Staff presented RNVWD’s request to annex a parcel into their district for a water connection. The parcel fronts on a road with an existing water line and is within the District’s SOI.

There were no public speakers or commission comments.

Commissioner Spring moved to approve the resolution for LAFCO Project No. 2022-02 for the annexation of 7853 English Hills Road into RNVWD.
Commissioner Price seconded.

AYES: Vasquez, Spring, Price, Guerrero, Kott
NOES: None
ABSENT: Shopay, Rowlett
ABSTAIN: None

C. Contract for Website Services with ProudCity – Authorization for the Executive Director to enter into a Contract for Services with ProudCity for website-related services for the Solano LAFCO website in the amount of \$10,572 annual fee and \$4,000 one-time migration and training fee. CEQA Lead Agency: Solano LAFCO, Exempt per 15378(b)(5).

Agenda Item 6.A – August 8, 2022 Meeting Minutes

Staff presented the need for a new website host and design because the website is outdated, inefficient, and requires a third party to do coding and posting. Staff recommended changing the website company to ProudCity for an updated website that is easier to navigate and allows staff to control posting and design.

Commissioner Price moved to authorize the Executive Officer to execute the ProudCity contract for website services.

Commissioner Kott seconded.

AYES: Vasquez, Spring, Price, Guerrero, Kott

NOES: None

ABSENT: Shopay, Rowlett

ABSTAIN: None

9. EXECUTIVE OFFICER UPDATES

Reported that the CALAFCO conference is in person for 2022 in Newport Beach and reminded Commission that staff needs to know if there are any commissioners that wish to attend so staff can make all the necessary travel arrangements.

10. CLOSED SESSION

REVIEW AND DISCUSSION OF CONTRACT FOR LEGAL SERVICES
LAFCO Commission and AdHoc Review Group will review potential candidates to contract with for legal services for Solano LAFCO staff and Commission.

11. REPORT OF CLOSED SESSION

Chair Vasquez shared the direction of the Commission to have staff move forward with a draft contract for legal services with Best, Best, and Kreiger Attorneys. Staff will present it at the next meeting.

12. ADJOURNMENT

Chair Vasquez adjourned the meeting at 11:59 am.

John Vasquez, Chair
Solano Local Agency Formation Commission

ATTEST:

Christina Love, Deputy Executive Officer

Agenda Item 6.B - Financial Reports for August and September 2022

** Solano County** 09/30/22 [M O N T H L Y S T A T U S J] 25% of Fiscal Year Page 1
 WED, OCT 05, 2022, 3:46 PM --req: CLOVE-----leg: GL CP--loc: EXTERNAL--job:6435612 J1046-----prog: GL569 <1.16>--report id: GLSMSR02

SORT ORDER: SECTION within BUREAU within DIVISION within DEPTMNT within SUBOBJ within CATEGORY within FUND

Object	Description	Budget	Adjustments	Mo. Actual	YTD Actual	Encumbrance	Balance	Pct.
0050	DUE FROM OTHER FUNDS	0.00	0.00	189,782.96	719,147.53	0.00	-719,147.53	9999%
0001025	INTRAFUND CLEARING	0.00	0.00	189,782.96	719,147.53	0.00	-719,147.53	9999%
1000	SALARIES AND EMPLOYEE BENEFITS							
0001110	SALARY/WAGES REGULAR	426,170.00	0.00	44,130.80	61,783.14	0.00	364,386.86	14%
0001210	RETIREMENT-EMPLOYER	50,452.00	0.00	4,762.88	12,740.03	0.00	37,711.97	25%
0001212	DEFERRED COMP-COUNTY MATC	520.00	0.00	20.00	28.00	0.00	492.00	5%
0001220	FICA-EMPLOYER	6,180.00	0.00	840.55	1,105.64	0.00	5,074.36	18%
0001230	HEALTH INS-EMPLOYER	66,259.00	0.00	353.61	412.52	0.00	65,846.48	1%
0001231	VISION CARE INSURANCE	781.00	0.00	25.56	23.45	0.00	757.55	3%
0001240	COMPENSATION INSURANCE	1,900.00	0.00	0.00	0.00	0.00	1,900.00	0%
0001241	LT DISABILITY INSURANCE E	3,666.00	0.00	180.44	207.51	0.00	3,458.49	6%
0001250	UNEMPLOYMENT INSURANCE	1,500.00	0.00	0.00	0.00	0.00	1,500.00	0%
0001260	DENTAL INS-EMPLOYER	3,638.00	0.00	399.60	459.54	0.00	3,178.46	13%
0001270	ACCRUED LEAVE CTO PAYOFF	25,000.00	0.00	11,635.76	11,635.76	0.00	13,364.24	47%
0001290	LIFE INSURANCE-EMPLOYER	3,507.00	0.00	202.72	202.98	0.00	3,304.02	6%
1000	SALARIES AND EMPLOYEE BEN	589,573.00	0.00	62,551.92	88,598.57	0.00	500,974.43	15%
2000	SERVICES AND SUPPLIES							
0002021	COMMUNICATION-TELEPHONE S	1,000.00	0.00	0.00	0.00	0.00	1,000.00	0%
0002026	CELL PHONE ALLOWANCE	2,500.00	0.00	300.00	345.00	0.00	2,155.00	14%
0002028	TELEPHONE SERVICES	4,800.00	0.00	698.24	889.91	0.00	3,910.09	19%
0002051	LIABILITY INSURANCE	7,467.00	0.00	0.00	7,024.52	0.00	442.48	94%
0002140	MAINTENANCE-BLDGS & IMPRO	500.00	0.00	0.00	0.00	0.00	500.00	0%
0002170	MEMBERSHIPS	11,550.00	0.00	7,488.00	7,488.00	0.00	4,062.00	65%
0002180	BOOKS & SUBSCRIPTIONS	400.00	0.00	36.00	36.00	0.00	364.00	9%
0002200	OFFICE EXPENSE	15,000.00	0.00	468.26	468.26	0.00	14,531.74	3%
0002202	CONT ASSETS COMPUTER RELA	3,000.00	0.00	0.00	0.00	0.00	3,000.00	0%
0002204	COMPUTER RELATED ITEMS:<\$	1,000.00	0.00	0.00	0.00	0.00	1,000.00	0%

Agenda Item 6.B - Financial Reports for August and September 2022

** Solano County** 09/30/22 [M O N T H L Y S T A T U S J] 25% of Fiscal Year Page 2
 WED, OCT 05, 2022, 3:46 PM --req: CLOVE-----leg: GL CP--loc: EXTERNAL--job:6435612 J1046---prog: GL569 <1.16>--report id: GLSMSR02

SORT ORDER: SECTION within BUREAU within DIVISION within DEPTMNT within SUBOBJ within CATEGORY within FUND

SELECT ACCOUNT KEY: 3450

Fund	Fund Description	Dept.	Department Description	Budget	Adjustments	Mo. Actual	YTD Actual	Encumbrance	Balance	Pct.
345	LAFCO	3450	LAFCO							
Object	Description									
0002205	POSTAGE	1,000.00	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00	
0002235	ACCOUNTING & FINANCIAL SE	29,500.00	0.00	700.00	0.00	1,995.28	1,995.28	0.00	27,504.72	7%
0002239	LEGAL SERVICE	40,000.00	0.00	1,750.00	0.00	1,750.00	1,750.00	0.00	38,250.00	4%
0002245	CONTRACTED SERVICES	180,000.00	0.00	12,169.92	0.00	12,169.92	12,169.92	0.00	167,830.08	7%
0002250	OTHER PROFESSIONAL SERVIC	33,500.00	0.00	11,527.00	0.00	11,527.00	11,527.00	0.00	21,973.00	34%
0002266	CENTRAL DATA PROCESSING S	23,100.00	0.00	5,756.85	0.00	5,756.85	5,756.85	0.00	17,343.15	25%
0002271	SOFTWARE RENTAL / SUBSCRI	3,000.00	0.00	239.98	0.00	239.98	239.98	0.00	2,760.02	8%
0002280	PUBLICATIONS AND LEGAL NO	1,500.00	0.00	0.00	0.00	0.00	0.00	0.00	1,500.00	
0002285	LEASE EXPENSE-COPIERS/MFD	8,400.00	0.00	1,093.27	0.00	1,093.27	1,093.27	0.00	7,306.73	13%
0002295	LEASE EXPENSE - BUILDINGS	25,000.00	0.00	0.00	0.00	0.00	0.00	0.00	25,000.00	
0002310	EDUCATION & TRAINING	1,000.00	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00	
0002335	TRAVEL EXPENSE	12,000.00	0.00	0.00	0.00	0.00	0.00	0.00	12,000.00	
0002339	MANAGEMENT BUSINESS EXPEN	2,000.00	0.00	112.60	0.00	112.60	112.60	0.00	1,887.40	6%
0002354	CAR ALLOWANCE	7,200.00	0.00	1,200.00	0.00	1,680.00	1,680.00	0.00	5,520.00	23%
0002355	PERSONAL MILEAGE	1,000.00	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00	
2000	SERVICES AND SUPPLIES	415,417.00	0.00	43,540.12	0.00	52,578.73	52,578.73	0.00	362,838.27	13%
9200	LICENSES, PERMITS & FRANCHISE									
0009229	LICENSES & PERMITS-OTHER	75,000.00	0.00	0.00	0.00	0.00	0.00	0.00	75,000.00	
9200	LICENSES, PERMITS & FRANC	75,000.00	0.00	0.00	0.00	0.00	0.00	0.00	75,000.00	
9400	REVENUE FROM USE OF MONEY/PROP									
0009401	INTEREST INCOME	3,000.00	0.00	0.00	0.00	0.00	0.00	0.00	3,000.00	
9400	REVENUE FROM USE OF MONEY	3,000.00	0.00	0.00	0.00	0.00	0.00	0.00	3,000.00	
9500	INTERGOVERNMENTAL REVENUES									
0009511	OTHER GOVERNMENTAL AGENCI	895,788.00	0.00	295,875.00	0.00	895,788.00	895,788.00	0.00	0.00	100%
9500	INTERGOVERNMENTAL REVENUE	895,788.00	0.00	295,875.00	0.00	895,788.00	895,788.00	0.00	0.00	100%

Agenda Item 6.B - Financial Reports for August and September 2022

** Solano County** 09/30/22 [M O N T H L Y S T A T U S] 25% of Fiscal Year Page 3
 WED, OCT 05, 2022, 3:46 PM --req: CLOVE-----leg: GL CP--loc: EXTERNAL--job:6435612 J1046---prog: GL569 <1.16>--report id: GLMSR02

SORT ORDER: SECTION within BUREAU within DIVISION within DEPTMNT within SUBOBJ within CATEGORY within FUND

SELECT ACCOUNT KEY: 3450

Fund	Fund Description	Dept.	Department Description	Budget	Adjustments	Mo. Actual	YTD Actual	Encumbrance	Balance	Pct.
345	LAFCO	3450	LAFCO							
	Object Description									
	Total Revenue			973,788.00	0.00	295,875.00	895,788.00	0.00	78,000.00	92%
	Total Expense			1,004,990.00	0.00	106,092.04	141,177.30	0.00	863,812.70	14%
						189,782.96	754,610.70			

Agenda Item 6.B - Financial Reports for August and September 2022

** Solano County** 09/30/22 [M O N T H L Y D E T A I L] 25% of Fiscal Year Page 1
 WED, OCT 05, 2022, 3:49 PM --req: CLOVE-----leg: GL CP--loc: EXTERNAL--job:6435624 J1047-----prog: GL571 <1.13>--report id: GLMDET01

SELECT ACCOUNT KEY: 3450

Object	Fund Description	Dept.	Date	Ref.	Budget	Adjustments	Actual	Encumbrance	Balance	Pct.
0050	DUE FROM OTHER FUNDS	3450			0.00	0.00	529,364.57	0.00	-529,364.57	9999%
0001025	INTRAFUND CLEARING									
	AutoID:AP071011 Job:63714		08/01/22	TTLOH - OH			-215.72			
	AutoID:AP071146 Job:63762		08/03/22	TTLOH - OH			-1,750.00			
	AutoID:JV018366 Job: 63		08/08/22	23000628 - JE			-2.83			
	AutoID:CR002574 Job: 63		08/09/22	TTLCR - CR			229,482.00			
	AutoID:AP071598 Job:63855		08/11/22	TTLOH - OH			-6,551.32			
	AutoID:JV018393 Job: 63		08/12/22	PSDATA - JE			-13,150.38			
	AutoID:AP071871 Job:63893		08/16/22	TTLOH - OH			-2,555.16			
	AutoID:AP071873 Job:63893		08/16/22	TTLOH - OH			-600.00			
	AutoID:AP071970 Job:63904		08/17/22	TTLOH - OH			-539.48			
	AutoID:CR002580 Job: 63		08/17/22	TTLCR - CR			28,779.00			
	AutoID:JV018444 Job: 63		08/19/22	23000832 - JE			-700.00			
	AutoID:JV018486 Job: 63		08/26/22	PSDATA - JE			-24,954.84			
	AutoID:AP072599 Job:63994		08/26/22	TTLOH - OH			-7,488.00			
	AutoID:AP072663 Job:64005		08/29/22	TTLOH - OH			-4,000.00			
	AutoID:JV018492 Job: 64		08/30/22	23000955 - JE			-1,918.95			
	AutoID:AP072989 Job:64060		09/02/22	TTLOH - OH			-26.00			
	AutoID:JV018573 Job: 64		09/07/22	23001165 - JE			2.83			
	AutoID:JV018567 Job: 64		09/08/22	23001177 - JE			-1,918.95			
	AutoID:JV018560 Job: 64		09/09/22	PSDATA - JE			-13,150.37			
	AutoID:AP073350 Job:64112		09/09/22	TTLOH - OH			-10,728.00			
	AutoID:JV018600 Job: 64		09/14/22	23001251 - JE			-1,918.95			
	AutoID:JV018642 Job: 64		09/23/22	PSDATA - JE			-13,150.36			
	AutoID:AP074197 Job:64256		09/26/22	TTLOH - OH			-1,129.59			
	AutoID:CR002608 Job: 64		09/27/22	TTLCR - CR			37,614.00			
	AutoID:JV018716 Job: 64		09/30/22	23001634 - JE			354.03			
0001025	INTRAFUND CLEARING				0.00	0.00	719,147.53	0.00	-719,147.53	9999%
0050	DUE FROM OTHER FUNDS				0.00	0.00	719,147.53	0.00	-719,147.53	9999%
1000	SALARIES AND EMPLOYEE BENEFITS									
0001110	SALARY/WAGES REGULAR				426,170.00	0.00	17,652.34	0.00	408,517.66	4%
	PeopleSoft Payroll Postin		08/12/22	PSDATA - JE			11,032.71			
	PeopleSoft Payroll Postin		08/26/22	PSDATA - JE			11,032.69			
	PeopleSoft Payroll Postin		09/09/22	PSDATA - JE			11,032.70			
	PeopleSoft Payroll Postin		09/23/22	PSDATA - JE			11,032.70			

Agenda Item 6.B - Financial Reports for August and September 2022

** Solano County** 09/30/22 [M O N T H L Y D E T A I L] 25% of Fiscal Year Page 2
 WED, OCT 05, 2022, 3:49 PM --req: CLOVE-----leg: GL CP--loc: EXTERNAL--job:6435624 J1047---prog: GL571 <1.13>--report id: GLMDET01
 SORT ORDER: SUBOBJ within CATEGORY within KEY within DEPTMNT within FUND
 SELECT ACCOUNT KEY: 3450

Fund	Fund Description	Dept.	Ref.	Department Description	Key	Key Description	Actual	Encumbrance	Balance	Pct.
345	LAFCO	3450	LAFCO		3450	LAFCO				
0001110	SALARY/WAGES REGULAR			426,170.00	0.00	61,783.14	0.00	364,386.86	14%	
0001210	RETIREMENT-EMPLOYER			50,452.00	0.00	7,977.15	0.00	42,474.85	16%	
	PeopleSoft Payroll Postin 08/12/22 PSDATA - JE					1,190.72				
	PeopleSoft Payroll Postin 08/26/22 PSDATA - JE					1,190.72				
	PeopleSoft Payroll Postin 09/09/22 PSDATA - JE					1,190.72				
	PeopleSoft Payroll Postin 09/23/22 PSDATA - JE					1,190.72				
0001210	RETIREMENT-EMPLOYER			50,452.00	0.00	12,740.03	0.00	37,711.97	25%	
0001212	DEFERRED COMP-COUNTY MATCH			520.00	0.00	8.00	0.00	512.00	2%	
	PeopleSoft Payroll Postin 08/12/22 PSDATA - JE					5.00				
	PeopleSoft Payroll Postin 08/26/22 PSDATA - JE					5.00				
	PeopleSoft Payroll Postin 09/09/22 PSDATA - JE					5.00				
	PeopleSoft Payroll Postin 09/23/22 PSDATA - JE					5.00				
0001212	DEFERRED COMP-COUNTY MATCH			520.00	0.00	28.00	0.00	492.00	5%	
0001220	FICA-EMPLOYER			6,180.00	0.00	265.09	0.00	5,914.91	4%	
	PeopleSoft Payroll Postin 08/12/22 PSDATA - JE					167.96				
	PeopleSoft Payroll Postin 08/26/22 PSDATA - JE					336.68				
	PeopleSoft Payroll Postin 09/09/22 PSDATA - JE					167.96				
	PeopleSoft Payroll Postin 09/23/22 PSDATA - JE					167.95				
0001220	FICA-EMPLOYER			6,180.00	0.00	1,105.64	0.00	5,074.36	18%	
0001230	HEALTH INS-EMPLOYER			66,259.00	0.00	58.91	0.00	66,200.09		
	PeopleSoft Payroll Postin 08/12/22 PSDATA - JE					176.91				
	PeopleSoft Payroll Postin 08/26/22 PSDATA - JE					176.91				
	PeopleSoft Payroll Postin 09/09/22 PSDATA - JE					176.91				
	PeopleSoft Payroll Postin 09/23/22 PSDATA - JE					176.91				
	#13779 MAN BEN ADJ 09/30/22 23001634 - JE					-354.03				
0001230	HEALTH INS-EMPLOYER			66,259.00	0.00	412.52	0.00	65,846.48	1%	
0001231	VISION CARE INSURANCE			781.00	0.00	-2.11	0.00	783.11		
	PeopleSoft Payroll Postin 08/12/22 PSDATA - JE					6.39				
	PeopleSoft Payroll Postin 08/26/22 PSDATA - JE					6.39				
	PeopleSoft Payroll Postin 09/09/22 PSDATA - JE					6.39				
	PeopleSoft Payroll Postin 09/23/22 PSDATA - JE					6.39				

Agenda Item 6.B - Financial Reports for August and September 2022

** Solano County** 09/30/22 [M O N T H L Y D E T A I L] 25% of Fiscal Year Page 3
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SORT ORDER: SUBOBJ within CATEGORY within KEY within DEPTMNT within FUND

SELECT ACCOUNT KEY: 3450

Fund	Fund Description	Dept.	Ref.	Department Description	Key	Key Description	Object	Description	Date	Postin	Budget	Adjustments	Actual	Encumbrance	Balance	Pct.
345	LAFCO	3450	LAFCO		3450	LAFCO										
0001231	VISION CARE INSURANCE			781.00	0.00	23.45					0.00	0.00	0.00	757.55	3%	
0001240	COMPENSATION INSURANCE			1,900.00	0.00	0.00					0.00	0.00	0.00	1,900.00		
0001240	COMPENSATION INSURANCE			1,900.00	0.00	0.00					0.00	0.00	0.00	1,900.00		
0001241	LT DISABILITY INSURANCE ER			3,666.00	0.00	27.07					0.00	0.00	0.00	3,638.93	1%	
0001241	LT DISABILITY INSURANCE ER			3,666.00	0.00	207.51					0.00	0.00	0.00	3,458.49	6%	
0001250	UNEMPLOYMENT INSURANCE			1,500.00	0.00	0.00					0.00	0.00	0.00	1,500.00		
0001250	UNEMPLOYMENT INSURANCE			1,500.00	0.00	0.00					0.00	0.00	0.00	1,500.00		
0001260	DENTAL INS-EMPLOYER			3,638.00	0.00	59.94					0.00	0.00	0.00	3,578.06	2%	
0001260	DENTAL INS-EMPLOYER			3,638.00	0.00	459.54					0.00	0.00	0.00	3,178.46	13%	
0001270	ACCRUED LEAVE CTO PAYOFF			25,000.00	0.00	0.00					0.00	0.00	0.00	25,000.00		
0001270	ACCRUED LEAVE CTO PAYOFF			25,000.00	0.00	11,635.76					0.00	0.00	0.00	13,364.24	47%	
0001290	LIFE INSURANCE-EMPLOYER			3,507.00	0.00	0.26					0.00	0.00	0.00	3,506.74		
0001290	LIFE INSURANCE-EMPLOYER			3,507.00	0.00	0.26					0.00	0.00	0.00	3,506.74		

Agenda Item 6.B - Financial Reports for August and September 2022

** Solano County** 09/30/22 [M O N T H L Y D E T A I L] 25% of Fiscal Year Page 4
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SELECT ACCOUNT KEY: 3450

Fund	Fund Description	Dept.	Department Description	Key	Key Description	Actual	Encumbrance	Balance	Pct.
345	LAFCO	3450	LAFCO	3450	LAFCO				
Object	Description	Date	Ref.	Budget	Adjustments	Actual	Encumbrance	Balance	Pct.
0001290	LIFE INSURANCE-EMPLOYER			3,507.00	0.00	202.98	0.00	3,304.02	6%
1000	SALARIES AND EMPLOYEE BENEFITS			589,573.00	0.00	88,598.57	0.00	500,974.43	15%
2000	SERVICES AND SUPPLIES								
0002021	COMMUNICATION-TELEPHONE SYSTEM			1,000.00	0.00	0.00	0.00	1,000.00	
0002021	COMMUNICATION-TELEPHONE SYSTEM			1,000.00	0.00	0.00	0.00	1,000.00	
0002026	CELL PHONE ALLOWANCE			2,500.00	0.00	45.00	0.00	2,455.00	2%
	PeopleSoft Payroll Postin 08/12/22 PSDATA - JE					75.00			
	PeopleSoft Payroll Postin 08/26/22 PSDATA - JE					75.00			
	PeopleSoft Payroll Postin 09/09/22 PSDATA - JE					75.00			
	PeopleSoft Payroll Postin 09/23/22 PSDATA - JE					75.00			
0002026	CELL PHONE ALLOWANCE			2,500.00	0.00	345.00	0.00	2,155.00	14%
0002028	TELEPHONE SERVICES			4,800.00	0.00	191.67	0.00	4,608.33	4%
	COMCAST AC 8155 30 030 17 08/11/22 824268 - OH					157.36			
	COMCAST AC 905861264 8/1 08/16/22 824408 - OH					191.76			
	COMCAST AC 8155 30 030 17 09/26/22 826474 - OH					157.36			
	COMCAST AC 905861264 9/1 09/26/22 826475 - OH					191.76			
0002028	TELEPHONE SERVICES			4,800.00	0.00	889.91	0.00	3,910.09	19%
0002051	LIABILITY INSURANCE			7,467.00	0.00	7,024.52	0.00	442.48	94%
0002051	LIABILITY INSURANCE			7,467.00	0.00	7,024.52	0.00	442.48	94%
0002140	MAINTENANCE-BLDGS & IMPROVE			500.00	0.00	0.00	0.00	500.00	
0002140	MAINTENANCE-BLDGS & IMPROVE			500.00	0.00	0.00	0.00	500.00	
0002170	MEMBERSHIPS			11,550.00	0.00	0.00	0.00	11,550.00	
	CALAFCO 2022-23 LAFCO MBR 08/26/22 825132 - OH					7,488.00			

Agenda Item 6.B - Financial Reports for August and September 2022

Fund	Fund Description	Dept.	Department Description	Key	Key Description	Actual	Encumbrance	Balance	Pct.
345	LAFCO	3450	LAFCO	3450	LAFCO				
Object	Description	Date	Ref.	Budget	Adjustments	Actual	Encumbrance	Balance	Pct.
0002170	MEMBERSHIPS			11,550.00	0.00	7,488.00	0.00	4,062.00	65%
0002180	BOOKS & SUBSCRIPTIONS			400.00	0.00	0.00	0.00	400.00	
	US BANK ACCT XX 5569 2650	08/17/22	824709 - OH			12.00			
	US BANK ACCT XX 5569 2650	08/17/22	824709 - OH			12.00			
	US BANK AC XX 5569 2650	09/26/22	826482 - OH			12.00			
0002180	BOOKS & SUBSCRIPTIONS			400.00	0.00	36.00	0.00	364.00	9%
0002200	OFFICE EXPENSE			15,000.00	0.00	0.00	0.00	15,000.00	
	ODP BUSINESS SO AC 895866	08/01/22	823937 - OH			143.88			
	ODP BUSINESS SO AC 895866	08/16/22	824411 - OH			173.40			
	ODP BUSINESS SO AC 895866	09/02/22	825404 - OH			26.00			
	ODP BUSINESS SO AC 895866	09/26/22	826477 - OH			124.98			
0002200	OFFICE EXPENSE			15,000.00	0.00	468.26	0.00	14,531.74	3%
0002202	CONT ASSETS COMPUTER RELATED			3,000.00	0.00	0.00	0.00	3,000.00	
0002202	CONT ASSETS COMPUTER RELATED			3,000.00	0.00	0.00	0.00	3,000.00	
0002204	COMPUTER RELATED ITEMS:<\$500			1,000.00	0.00	0.00	0.00	1,000.00	
0002204	COMPUTER RELATED ITEMS:<\$500			1,000.00	0.00	0.00	0.00	1,000.00	
0002205	POSTAGE			1,000.00	0.00	0.00	0.00	1,000.00	
0002205	POSTAGE			1,000.00	0.00	0.00	0.00	1,000.00	
0002235	ACCOUNTING & FINANCIAL SERVICE			29,500.00	0.00	1,295.28	0.00	28,204.72	4%
	GASB 68 REPORT FEES	08/19/22	23000832 - JE			700.00			
0002235	ACCOUNTING & FINANCIAL SERVICE			29,500.00	0.00	1,995.28	0.00	27,504.72	7%
0002239	LEGAL SERVICE			40,000.00	0.00	0.00	0.00	40,000.00	
	P SCOTT BROWNE INV 1143 7	08/03/22	1143 - OH			1,750.00			

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SELECT ACCOUNT KEY: 3450
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Agenda Item 6.B - Financial Reports for August and September 2022

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SORT ORDER: SUBOBJ within CATEGORY within KEY within DEPTMNT within FUND

SELECT ACCOUNT KEY: 3450

Fund	Fund Description	Dept.	Ref.	Department Description	Key	Key Description	Object	Description	Date	Budget	Adjustments	Actual	Encumbrance	Balance	Pct.
345	LAFCO	3450	LAFCO		3450	LAFCO									
0002239	LEGAL SERVICE			40,000.00	0.00					0.00	1,750.00	0.00	0.00	38,250.00	4%
0002245	CONTRACTED SERVICES			180,000.00	0.00					0.00	0.00	0.00	0.00	180,000.00	
	SWALE INC INV 270	7/18/2	08/11/22	824275 - OH							5,979.92				
	MILANI & ASSOCI INV 31093	08/16/22	824410 - OH								2,190.00				
	PROUDCITY INC INVOICE 152	08/29/22	825179 - OH								4,000.00				
0002245	CONTRACTED SERVICES			180,000.00	0.00					0.00	12,169.92	0.00	0.00	167,830.08	7%
0002250	OTHER PROFESSIONAL SERVICES			33,500.00	0.00					0.00	2.14	0.00	0.00	33,497.86	
	CALPERS AUG-22	08/08/22	23000628 - JE								2.83				
	HARRY PRICE LAFCO MTG STI	08/16/22	824413 - OH								100.00				
	JAMES SPERING LAFCO MTG S	08/16/22	824414 - OH								100.00				
	JOHN M VASQUEZ LAFCO MTG	08/16/22	824415 - OH								100.00				
	MITCHELL H MASH LAFCO MTG	08/16/22	824416 - OH								100.00				
	ROBERT GUERRERO LAFCO MTG	08/16/22	824417 - OH								100.00				
	RONALD A KOTT LAFCO MTG S	08/16/22	824418 - OH								100.00				
	US BANK ACCT XX 5569 2650	08/17/22	824709 - OH								199.00				
	CALPERS SEP-22	09/07/22	23001165 - JE								-2.83				
	PROUDCITY INC INV 1529	8 09/09/22	825691 - OH								10,728.00				
0002250	OTHER PROFESSIONAL SERVICES			33,500.00	0.00					0.00	11,529.14	0.00	0.00	21,970.86	34%
0002266	CENTRAL DATA PROCESSING SVCE			23,100.00	0.00					0.00	0.00	0.00	0.00	23,100.00	
	CDP FY 22-23 (July)	08/30/22	23000955 - JE								1,918.95				
	CDP FY 22-23 (August)	09/08/22	23001177 - JE								1,918.95				
	CDP FY 22-23 (September)	09/14/22	23001251 - JE								1,918.95				
0002266	CENTRAL DATA PROCESSING SVCE			23,100.00	0.00					0.00	5,756.85	0.00	0.00	17,343.15	25%
0002271	SOFTWARE RENTAL / SUBSCRIPTION			3,000.00	0.00					0.00	0.00	0.00	0.00	3,000.00	
	US BANK ACCT XX 5569 2650	08/17/22	824709 - OH								90.00				
	US BANK ACCT XX 5569 2650	08/17/22	824709 - OH								15.00				
	US BANK ACCT XX 5569 2650	08/17/22	824709 - OH								14.99				
	US BANK ACCT XX 5569 2650	08/17/22	824709 - OH								179.88				
	US BANK AC XX 5569 2650	09/26/22	826482 - OH								90.00				
	US BANK AC XX 5569 2650	09/26/22	826482 - OH								15.00				
	US BANK AC XX 5569 2650	09/26/22	826482 - OH								14.99				
	US BANK AC XX 5569 2650	09/26/22	826482 - OH								-179.88				

Agenda Item 6.B - Financial Reports for August and September 2022

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SORT ORDER: SUBOBJ within CATEGORY within KEY within DEPTMNT within FUND

SELECT ACCOUNT KEY: 3450

Fund	Fund Description	Dept.	Department Description	Key	Key Description	Object	Description	Date	Ref.	Budget	Adjustments	Actual	Encumbrance	Balance	Pct.
345	LAFCO	3450	LAFCO	3450	LAFCO	0002271	SOFTWARE RENTAL / SUBSCRIPTION			3,000.00	0.00	239.98	0.00	2,760.02	8%
0002280	PUBLICATIONS AND LEGAL NOTICES									1,500.00	0.00	0.00	0.00	1,500.00	
0002280	PUBLICATIONS AND LEGAL NOTICES									1,500.00	0.00	0.00	0.00	1,500.00	
0002285	LEASE EXPENSE-COPIERS/MFD'S ST									8,400.00	0.00	0.00	0.00	8,400.00	
0002285	LEASE EXPENSE-COPIERS/MFD'S ST									8,400.00	0.00	1,093.27	0.00	7,306.73	13%
0002295	LEASE EXPENSE - BUILDINGS ST									25,000.00	0.00	0.00	0.00	25,000.00	
0002295	LEASE EXPENSE - BUILDINGS ST									25,000.00	0.00	0.00	0.00	25,000.00	
0002310	EDUCATION & TRAINING									1,000.00	0.00	0.00	0.00	1,000.00	
0002310	EDUCATION & TRAINING									1,000.00	0.00	0.00	0.00	1,000.00	
0002335	TRAVEL EXPENSE									12,000.00	0.00	0.00	0.00	12,000.00	
0002335	TRAVEL EXPENSE									12,000.00	0.00	0.00	0.00	12,000.00	
0002339	MANAGEMENT BUSINESS EXPENSE									2,000.00	0.00	0.00	0.00	2,000.00	
	US BANK ACCT XX 5569 2650	08/17/22	824709 - OH									16.61			
	US BANK AC XX 5569 2650	09/26/22	826482 - OH									48.08			
	US BANK AC XX 5569 2650	09/26/22	826482 - OH									47.91			
0002339	MANAGEMENT BUSINESS EXPENSE									2,000.00	0.00	112.60	0.00	1,887.40	6%
0002354	CAR ALLOWANCE									7,200.00	0.00	480.00	0.00	6,720.00	7%
	PeopleSoft Payroll Postin	08/12/22	PSDATA - JE									300.00			
	PeopleSoft Payroll Postin	08/26/22	PSDATA - JE									300.00			
	PeopleSoft Payroll Postin	09/09/22	PSDATA - JE									300.00			
	PeopleSoft Payroll Postin	09/23/22	PSDATA - JE									300.00			

Agenda Item 6.B - Financial Reports for August and September 2022

** Solano County** 09/30/22 [M O N T H L Y D E T A I L] 25% of Fiscal Year Page 8
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SORT ORDER: SUBOBJ within CATEGORY within KEY within DEPTMNT within FUND

SELECT ACCOUNT KEY: 3450

Fund	Fund Description	Dept.	Department Description	Key	Key Description	Object	Description	Date	Ref.	Budget	Adjustments	Actual	Encumbrance	Balance	Pct.
345	LAFCO	3450	LAFCO	3450	LAFCO										
0002354	CAR ALLOWANCE									7,200.00	0.00	1,680.00	0.00	5,520.00	23%
0002355	PERSONAL MILEAGE									1,000.00	0.00	0.00	0.00	1,000.00	
0002355	PERSONAL MILEAGE									1,000.00	0.00	0.00	0.00	1,000.00	
2000	SERVICES AND SUPPLIES									415,417.00	0.00	52,578.73	0.00	362,838.27	13%
9200	LICENSES, PERMITS & FRANCHISE														
0009229	LICENSES & PERMITS-OTHER									75,000.00	0.00	0.00	0.00	75,000.00	
0009229	LICENSES & PERMITS-OTHER									75,000.00	0.00	0.00	0.00	75,000.00	
9200	LICENSES, PERMITS & FRANCHISE									75,000.00	0.00	0.00	0.00	75,000.00	
9400	REVENUE FROM USE OF MONEY/PROP														
0009401	INTEREST INCOME									3,000.00	0.00	0.00	0.00	3,000.00	
0009401	INTEREST INCOME									3,000.00	0.00	0.00	0.00	3,000.00	
9400	REVENUE FROM USE OF MONEY/PROP									3,000.00	0.00	0.00	0.00	3,000.00	
9500	INTERGOVERNMENTAL REVENUES														
0009511	OTHER GOVERNMENTAL AGENCIES									895,788.00	0.00	599,913.00	0.00	295,875.00	67%
	ACO LAFCO FY2022-23		08/09/22	255609	- CR							108,765.00			
	ACO LAFCO FY2022-23		08/09/22	255609	- CR							120,717.00			
	ACO LAFCO FY2022/23		08/17/22	255853	- CR							28,779.00			
	ACO LAFCO FY2022/23		09/27/22	256841	- CR							37,614.00			
0009511	OTHER GOVERNMENTAL AGENCIES									895,788.00	0.00	895,788.00	0.00	0.00	100%
9500	INTERGOVERNMENTAL REVENUES									895,788.00	0.00	895,788.00	0.00	0.00	100%
Key Total	- Revenue									973,788.00	0.00	895,788.00	0.00	78,000.00	92%
Key Total	- Expense									1,004,990.00	0.00	141,177.30	0.00	863,812.70	14%
												754,610.70			
Dept Total	- Revenue									973,788.00	0.00	895,788.00	0.00	78,000.00	92%
Dept Total	- Expense									1,004,990.00	0.00	141,177.30	0.00	863,812.70	14%

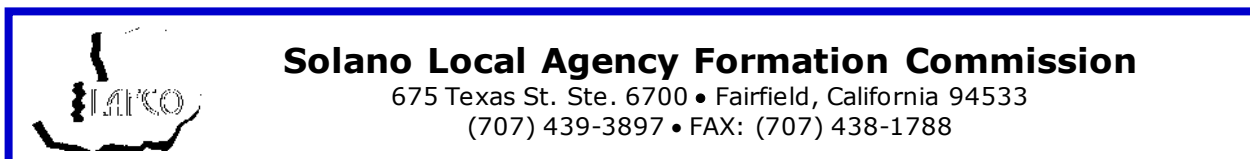
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SORT ORDER: SUBOBJ within CATEGORY within KEY within DEPTMNT within FUND

SELECT ACCOUNT KEY: 3450

Fund	Fund Description	Dept.	Department Description	Key	Key Description	Actual	Encumbrance	Balance	Pct.
345	LAFCO	3450	LAFCO	3450	LAFCO				
Object Description									
Fund Total - Revenue						895,788.00	0.00	78,000.00	92%
Fund Total - Expense						141,177.30	0.00	863,812.70	14%
						754,610.70			



Staff Report

DATE: October 17, 2022
TO: Local Agency Formation Commission
FROM: Rich Seithel, Executive Officer
SUBJECT: **New Contract for General Legal Services**

Recommendation:

AUTHORIZE, by simple motion, the Executive Officer to execute a contract with Best Best and Krieger, Attorneys at Law for General Legal Services for the Solano LAFCO.

Background:

Commission requested staff to seek proposals for general legal services. Staff contacted three recommended firms and received two proposals. The AdHoc Committee interviewed the two firms that submitted proposals on July 25, 2022. The AdHoc Committee shared and discussed their findings with Commissioners during closed session on August 8, 2022.

Agenda Item: CLOSED SESSION – August 8, 2022

*REVIEW AND DISCUSSION OF CONTRACT FOR LEGAL SERVICES
LAFCO Commission and AdHoc Review Group will review potential candidates to contract with for legal services for Solano LAFCO staff and Commission.*

At the end of closed session, the Commission returned to direct the Executive Officer to bring forward a contract with Best Best and Krieger Attorneys at Law for action by Commission. Both the Draft Contract and the Proposal for General Legal Services are attached to this staff report.

Attachment A – Solano LAFCO Draft Contract
Attachment B – BBK Proposal for General Legal Services

**SOLANO LAFCO
LEGAL SERVICES AGREEMENT**

Name of Consultant:	Best Best and Krieger, Attorneys at Law		
Project Name:	General Legal Services		
Completion Date:	On-going		
Total Contract Amount:	Varying rates, depending on type of work and number of house		
Payment Schedule	<input checked="" type="checkbox"/> Monthly Billing	<input type="checkbox"/> Payment Upon Completion	<input type="checkbox"/> Other

Special Contract Terms (if any):

CONSULTANT:

Address: 2001 North Main Street, Ste 390 Walnut, CA 94596	Contact Person: Malathy Subramanian
Phone: 925-977-3303	Email: msbramanian@bbklaw.com
Fax:	

By: _____
Authorized Officer

Dated: _____

LOCAL AGENCY FORMATION COMMISSION

Address: 675 Texas St. Ste. 6700 Fairfield CA 94533	Contact Person: Rich Seithel
Phone: 707-439-3898	email: rseithel@solanolafco.com
Fax: 707-438-1788	

By: _____
Rich Seithel, Executive Officer

Dated: _____

AGREEMENT FOR LEGAL SERVICES

This AGREEMENT is made and entered into by and between the Local Agency Formation Commission of Solano County, hereinafter referred to as “LAFCO”, and the law firm of Best Best & Krieger LLP, hereinafter referred to as “Counsel.” LAFCO and Counsel agree to the following terms and conditions by which Counsel will be engaged to represent LAFCO in connection with the provision of legal services.

RECITALS

- A. WHEREAS, LAFCO desires to obtain from Counsel all legal services which Counsel can provide in the capacity of legal counsel for LAFCO; and
- B. WHEREAS, this Agreement is entered into pursuant to the provisions of Government Code section 56384(b).

NOW, THEREFORE, LAFCO and Counsel, for the consideration hereinafter named, agree as follows:

1.0 Scope of Services

- 1.1 Counsel shall perform all general and specialized legal services as may be required by LAFCO and shall attend all meetings of LAFCO as well as other meetings as required.

1.1.1 General Counsel Services

All services with the exception of the Special Counsel Services described in Section 1.1.2 and ARC Services as described in Section 1.1.3 shall be considered General Counsel Services for purposes of this Agreement.

1.1.2 Special Counsel Services

- A. Litigation and formal administrative or other adjudicatory hearing matters
- B. Labor relations and employment matters, including benefits, tax and ERISA related matters
- C. Acquisition, disposal, and resolution of real estate, easements, right-of-ways, leases, licenses, and other property transactions
- D. Land use, development, environmental law (e.g. CEQA, NEPA, endangered species) and Toxic substances matters (e.g. CERCLA, RCRA)
- E. Taxes, fees and assessment matters (e.g. Prop. 218 & Mitigation Fee Act)
- F. Non-routine contract negotiation matters (including non-BB&K model agreements and franchise agreements)
- G. Water law matters (e.g. water rights & quality)
- H. Intergovernmental Relations and Advocacy efforts (e.g. legislative

- and regulatory representation) at the federal and state level.
- I. Non-routine election law matters, including election law litigation
- J. Other matters mutually agreed upon between Counsel and the Executive Officer.

1.1.3 Advanced Records Center (ARC) Services

- A. Processing: Support LAFCO in the processing of public records by:
 - (i) Working with LAFCO staff, including technology staff, to identify and collect records that are responsive to public records requests
 - (ii) Using processing and review software to efficiently treat and handle paper and electronic responsive records
 - (iii) Reviewing and redacting records, uncovering complex legal questions, and analyzing records for potential significance
- B. Policy Drafting: Assist LAFCO in updating the following policies to reflect industry standards and best practices:
 - (i) Document retention policy and schedule, specifically the purging of emails and other electronic records
 - (ii) Litigation hold policy, including procedures for when and how to suspend document destruction schedule
 - (iii) Electronic devices policy, including LAFCO issued and personal devices (BYOD) as well as responsible and personal use
 - (iv) Social media policy, including responsible use and document retention
- C. Training: Provide the following training for LAFCO staff and officials:
 - (i) Overview of Public Records Act
 - (ii) Electronic devices
 - (iii) Social media (including guidance and best practices for staff and elected officials)

2.0 **Personnel**

- 2.1 Malathy Subramanian shall serve as legal counsel to LAFCO. Ms. Subramanian shall be responsible for the performance of services hereunder and shall supervise any services performed by other members of Counsel.
- 2.2 Joshua Nelson shall provide backup to Ms. Subramanian regarding the provision of legal services.
- 2.3 In addition, Ms. Subramanian shall make available to LAFCO other Counsel attorneys having the requisite experience on LAFCO matters, and shall make

available other Counsel attorneys services specifically requested by LAFCO or its staff.

3.0 **Compensation**

3.1 General Counsel Services:

LAFCO shall compensate Counsel on an hourly basis for General Counsel Services rendered as follows:

\$310.00 per hour for all attorneys
\$168.00 per hour for paralegals and clerks

3.2 LAFCO shall compensate Counsel on an hourly basis for Special Counsel Services rendered as follows:

\$341.00 per hour for all attorneys
\$179.00 per hour for paralegals and clerks

3.3 LAFCO shall compensate Counsel on an hourly basis for ARC Services rendered as follows:

\$231.00 per hour for attorneys, paralegals, analysts and clerks

3.4 Counsel's hourly rates shall automatically increase effective for services provided by Counsel on and after July 1 of every calendar year (commencing July 1, 2023) in an amount equal to the increase in the Consumer Price Index (CPI) for the most recent published twelve (12) month period, as shown by the U.S. Department of Labor in its All Urban Consumers Index for San Francisco-Oakland-Hayward area; provided that the CPI adjustment shall be rounded up to the near full dollars.

3.5 Reimbursement of costs advanced by Counsel on LAFCO's behalf, as well as other expenses, shall be billed in addition to the amount billed for fees. These include automobile mileage at the current IRS approved rate per mile, actual expenses away from Counsel's office on LAFCO's business, and extraordinary photocopy charges. All costs will be itemized on LAFCO's monthly statement and supporting documents of the direct costs will be provided to LAFCO for payment.

3.6 Counsel shall submit monthly to LAFCO a statement of account for services which clearly sets forth by date the type of work for which the billing is submitted. LAFCO shall review Counsel's monthly statements and pay Counsel for services rendered and costs incurred, as provided for in this Agreement, on a monthly basis.

4.0 **Insurance Coverage**

Counsel carries errors and omissions insurance with Lloyd's of London. After a standard deductible amount, this insurance provides coverage which exceeds what is required by the State of California. Counsel shall provide LAFCO with a copy of this insurance policy. Counsel agrees to notify LAFCO if this policy is cancelled or non-renewed.

5.0 **Mutual Cooperation**

5.1 Counsel has an extensive public law practice on a regional basis. Counsel represents various public agencies in Solano County. Counsel will not represent LAFCO and one of Counsel's public agency clients interacting with LAFCO unless both LAFCO and the public agency client have consented to such dual representation.

5.2 Counsel understands that clients interested in matters under California Rule of Professional Conduct 3-310 are clients qualifying as "affected agencies" under the Cortese-Knox-Hertzberg Act. Counsel will provide the Executive Officer notice under Rule 3-310 as clients appear on staff's work in progress matrix or as counsel otherwise becomes aware of their involvement as "affected agencies." The Executive Officer will forward such notices to the Commission prior to Commission workshops, or if no workshop occurs, with notices of hearings. The Executive Officer may acknowledge disclosures and may waive conflicts under Rule 3-310, subject to revocation by the Commission prior to the workshop or hearing.

6.0 **Term of Agreement**

This Agreement will become effective on _____, 2022, and shall continue until terminated. This Agreement may be terminated without cause by either party with thirty (30) days written notice to the other party.

7.0 **Notice of Parties**

All notices permitted or required under this Agreement notices shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

LAFCO: Local Agency Formation Commission of Solano County
675 Texas Street, Suite 6700
Fairfield, CA 94533
Attention: Executive Officer

Counsel: Best Best & Krieger LLP
2001 N. Main Street, Suite 390

Walnut Creek, CA 94596
Attention: Malathy Subramanian

8.0 **Enforcement**

This Agreement shall be construed and enforced in accordance with the laws of the State of California.

9.0 **Entire Agreement**

This Agreement constitutes the entire written agreement for legal services between LAFCO and Counsel and may be modified only by further written agreement between the parties.

Dated this _____ day of _____, 2022.

LOCAL AGENCY FORMATION COMMISSION OF SOLANO COUNTY

By: _____
Rich Seithel, Executive Officer

BEST BEST & KRIEGER LLP

By: _____
Malathy Subramanian, Partner



BEST BEST & KRIEGER
ATTORNEYS AT LAW

www.BBKlaw.com

Proposal to Provide

General Legal Services

Presented to:

**Local Agency Formation Commission of
Solano County**

April 11, 2022

INDIAN WELLS
IRVINE
LOS ANGELES
ONTARIO
RIVERSIDE
SACRAMENTO
SAN DIEGO
WALNUT CREK
BEND, OR
WASHINGTON, D.C.

Mala Subramanian
2001 North Main Street, Suite 390
Walnut, California 94596
(925) 977-3303
msubramanian@bbklaw.com

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Proposal to LAFCO of Solano County

I. FIRM INFORMATION, BACKGROUND, AND QUALIFICATIONS

The Local Agency Formation Commission (LAFCO) of Solano County will be primarily served from our Walnut Creek office. Mala Subramanian will be the primary contact person for the LAFCO. Mala's contact information is as follows:

Mala Subramanian, Partner
 2001 North Main Street, Suite 390
 Walnut Creek, CA 94596
 Telephone: (925) 977-3303
 Fax: (925) 977-1870
 Email: msubramanian@bbklaw.com

Best Best & Krieger LLP (BB&K) is a limited liability partnership established in 1891. BB&K is best suited to serve as your legal counsel; because we provide hands-on, personalized advice from an single, dedicated attorney while drawing on extensive, firm-wide knowledge for specialized needs. We have the experience of a large firm and provide a unique understanding of public agency law.

Our municipal and public agency talent is unmatched. We are the largest firm in California whose practice is primarily focused on the representation of public entities. We work in the public interest and on many of the most challenging issues our society faces today. Our experience with public agencies, especially those in Northern California, combined with our nationally recognized practice in municipal and environmental law, will allow us to efficiently, intelligently, and meaningfully assist you with complex, multi-disciplinary issues. We provide creative solutions and will successfully guide you through legal complexities and governmental mandates.

BB&K has served as general counsel to the California Association of Local Agency Formation Commissions (CALAFCO) since 1985, San Bernardino County LAFCO since 1985, Orange County LAFCO since 1994, El Dorado County LAFCO since 2004, Merced County LAFCO since 2006, Santa Clara County LAFCO since 2009, Marin LAFCO since 2018, and Santa Cruz LAFCO since 2021. We have performed special counsel work for Los Angeles County LAFCO and Monterey County LAFCO and are currently providing special counsel services for Contra Costa LAFCO.

Our attorneys address every legal specialty of interest to LAFCOs. We boast in-depth knowledge of:

- The function and purpose of LAFCOs
- The Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 and amendments (CKH Reorganization Act)
- Adopting and defending spheres of influence
- Propositions 13 and 218 in the LAFCO context
- Revenue neutrality
- Island annexations
- Consolidations
- Complex and frequently changing laws pertaining to local government administration,

Proposal to LAFCO of Solano County

organization, regulations, transactions, and litigation matters relating to LAFCOs

- Pre-zoning and pre-annexation agreements
- Statutory compliance
- Contracting
- The California Environmental Quality Act (CEQA) and water quality
- Personnel and employment
- Intergovernmental relations
- Real estate
- Real property taxes
- Special taxes and assessments
- Land use, planning, and zoning laws
- Ethical issues such as the Ralph M. Brown Act, Political Reform Act, Public Records Act, and conflicts of interest

Our attorneys regularly write and lecture on topics of interest to public agencies, including the CKH Reorganization Act, the Ralph M. Brown Act, the Public Records Act, labor issues, the Political Reform Act and other conflict of interest issues, CEQA, and developments in public law and water law.

BB&K is an active member of numerous state and national public law organizations and associations, such as CALAFCO, the League of California Cities, the California State Association of Counties, the California Chapter of the American Planning Association, the Association of Environmental Professionals, and the Urban Land Institute. Through our extensive experience providing legal counsel to various LAFCOs throughout California, BB&K attorneys are exceedingly knowledgeable about how LAFCOs operate and well-versed in all aspects of LAFCO law.

Cortese-Knox Hertzberg Local Government Reorganization Act of 2000

BB&K is knowledgeable in all areas of the CKH Reorganization Act and understands the unique role LAFCOs play in local government. We have participated in hundreds of changes of organization on behalf of LAFCOs as well as represented public agency clients before LAFCOs. BB&K has assisted many LAFCOs to develop models for master fiscal analysis of incorporations and annexations of unincorporated county "islands," advising them on comprehensive fiscal analysis, reviewing questions of election law, and reviewing potential utility tax measures for compliance with Propositions 13, 62, and 218.

In addition to our in-depth project experience with the CKH Reorganization Act, we have a unique perspective on the act based on our contributions to its evolution. BB&K attorneys were involved in the legislative process when revisions were proposed to the Cortese-Knox Act of 1985 and assisted in drafting more recent versions of the Act.

Proposal to LAFCO of Solano County

We frequently represent CALAFCO in omnibus cleanup legislation pertinent to the Act. In addition, we have worked periodically on task forces for legislative cleanup and participated on a task force to modify and clarify the revenue neutrality statute and other provisions of the CKH Reorganization Act relating to incorporations. We regularly lead the attorneys' roundtable discussion at CALAFCO conferences.

Furthermore, BB&K attorneys have played key roles in writing, reviewing, and consolidating LAFCO policies concerning:

- Municipal service reviews
- Small island annexations
- Revenue neutrality
- Proposition 218 and annexations
- Special district representative elections
- LAFCO's role as CEQA responsible agency
- Commissioner conflicts of interest and disqualification
- Legal counsel conflicts of interest and interplay of Rule of Professional Conduct 3-310 and Cortese-Knox-Hertzberg law
- Use of public funds for advocacy of LAFCO proposals

Brown Act and Public Records Act

BB&K has extensive experience advising clients on the interpretation and application of the Brown Act. Advice often pertains to:

- Requirements for agenda preparation, posting, and distribution
- Closed session topics and reporting
- Notices and agendas for special and emergency meetings
- Adding agenda items after an agenda is posted
- Conducting meetings by teleconference and AB 361
- Application of the Brown Act to committees of official bodies
- Avoiding violations and penalties

BB&K regularly advises clients on all aspects of California's Public Records Act. We routinely brief our clients on pertinent pending legislation and cases. With the emergence of new technology, we frequently advise clients regarding the use of email, records retention, and the public's right to access electronic information.

Proposal to LAFCO of Solano County

BB&K attorneys frequently speak at seminars and workshops regarding updates concerning the Public Records Act and email and technology issues. Our attorneys were involved with the preparation of the League of California Cities' book on the Public Records Act. Moreover, we developed a model electronic records retention policy that CalAware has proposed as a model statewide.

Ethics and Conflicts of Interest

BB&K provides advice to elected and non-elected public officials regarding conflicts of interest laws, including the Political Reform Act, Government Code section 1090 (financial interests in contracts), campaign contribution conflicts under Government Code section 84308, and incompatibility of public offices. BB&K also regularly provides advice and training workshops to boards and staff members regarding conflict of interest laws.

We stay informed of the most recent decisions from the California Fair Political Practices Commission (FPPC), monitor statutory and common law changes to the law, and regularly advise clients of relevant changes. For instance, we recently advised a LAFCO client in the adoption of a comprehensive conflict of interest policy.

Presentations, Reports, and Other Documentation

BB&K attorneys are familiar and comfortable with providing advice and counsel during meetings. Our attorneys are fully acquainted with the Brown Act and other procedural rules of order and recognize that the role and responsibility of legal counsel, among other things, is to render advice about the rules of procedure and decorum at meetings.

Virtually every attorney in our firm is trained in resolution and ordinance drafting and statutory construction. The firm has an extensive electronic library for use in researching, drafting, and interpreting resolutions and ordinances. Some of our specialized work in this realm includes drafting resolutions making determinations regarding changes of organizations and reorganizations (including incorporations and special reorganizations) and preparing ordinances related to water conservation, hillside grading, habitat conservation, growth management, density transfers, and agricultural preserves.

Contracts

Our attorneys are well versed in issues relating to public contracts in the agency formation context in addition to the negotiation and drafting of professional services agreements, including work by consultants of all kinds. We have significant experience writing tax-sharing agreements, joint service agreements, and development and pre-annexation agreements. Many agencies involved in these transactions use templates we have developed for LAFCOs throughout the state. In order to keep legal costs down, we have developed model contracts for virtually every contracting situation faced by our public agency clients; these model contracts allow our clients to operate effectively and with the highest level of legal protection.

Proposal to LAFCO of Solano County

Taxes and Assessments

With one of California's most extensive public agency practices; offices throughout the state; and decades of experience addressing the full range of fees, tax, and assessment matters; BB&K attorneys advise cities and special districts on revenue matters associated with the adoption, levy, and defense of taxes, assessments, fees, and charges. We help our agency clients protect, preserve, and enhance their limited public resources and revenues while making sure they meet the requirements of Propositions 13, 62, 218, and 26. Additionally, we assist our clients in:

- Reviewing utility rate and fee studies and assessment engineering reports
- Interpreting and applying tax-sharing agreements
- Preparing notices of public hearings for the adoption of fees, charges, and assessments
- Complying with public hearing and protest procedures that must be followed to consider and adopt rates and charges
- Forming assessment districts
- Establishing new taxes, assessments, fees, and charges and increasing and extending existing ones
- Ensuring compliance with the California Constitution and state laws governing the imposition of taxes, assessments, fees, and charges
- Financing major public infrastructure and public services
- Litigating disputes regarding applicable rules, taxes, fees, and charges

CEQA and Environmental Law

BB&K is a nationally recognized leader in environmental law. We represent numerous water providers and other public agencies and have experienced practitioners in water rights, water quality, compliance with CEQA, endangered species, air quality, hazardous waste, and other environmental issues.

BB&K's highly regarded CEQA and National Environmental Policy Act (NEPA) attorneys are capable of handling the complete environmental review and approval process for large scale public and private development projects; they assist clients through all aspects of the CEQA, NEPA, and land use entitlement process from document preparation to any subsequent litigation. We aim to minimize legal and project costs and risk from the earliest possible stage by representing clients at the pre-project planning and strategy stages. BB&K prepares local CEQA guidelines on behalf of more than 100 public agency clients, including cities, water districts, and special districts.

More specifically, our CEQA and NEPA attorneys regularly review and prepare notices of exemption, initial studies, negative declarations, findings and statements of overriding considerations, addenda, and mitigation monitoring and reporting plans. We are skilled at writing and editing environmental impact reports (EIR) to fully comply with CEQA and NEPA requirements. If a legal challenge should arise, our lawyers are also skilled in the procedural and substantive intricacies of litigating a CEQA or NEPA case, including shortened statutes of limitations,

Proposal to LAFCO of Solano County

administrative record requirements, and unique briefing and oral argument strategies. We are also adept at understanding the interplay between CEQA, NEPA, and other environmental statutes, including state and federal Endangered Species Acts and state and federal Clean Water Acts.

Land Use, Planning, and Zoning

BB&K realizes that LAFCOs do not have the same type of land use authority as cities and counties. Furthermore, we understand the processes and entitlements needed to carry a project to completion. BB&K advises clients on a wide variety of zoning, planning, and land use matters, including the development, implementation, and amendment of general and specific plans; zone changes; subdivisions; conditional use permits; variances; design review applications; development agreements; and other planning entitlements.

BB&K attorneys are well versed in the requirements of the California Subdivision Map Act. We routinely help our public clients to ensure their map filings and decisions conform to Subdivision Map Act requirements. In addition, we have an extensive collection of model documents accessible to our municipal subdivision practice, eliminating the costly practice of producing entirely new documents for each subdivision.

We also help clients ensure that their land use determinations comply with the California Mitigation Fee Act (Assembly Bill (AB) 1600) as well as current case law. BB&K attorneys are conversant in growth control tools and smart growth practices. In light of competing interests involved in growth control decisions, we provide clients with practical advice that encompasses more than just the legal aspects of growth control issues.

Real Estate

BB&K maintains a full complement of attorneys specializing in real estate transactions. BB&K's real estate attorneys have extensive experience advising developers, lenders, investors, corporations, and public agencies. Closing complex deals often requires a team approach. When our clients are faced with legal, financial, and regulatory challenges, real estate attorneys at BB&K draw upon the knowledge and experience of seasoned attorneys in numerous practice areas related to real estate, including environmental law, public and private finance, natural resources and water rights, land use and entitlements, municipal law, litigation, bankruptcy, business transactions, and tax planning.

Litigation Experience


BB&K's civil litigation practice encompasses a wide variety of subjects, including major cases involving spheres of influence, incorporations, CEQA, land use challenges, tort liability, water resources and quality, fee and rate challenges (including Proposition 218), the Brown Act, the California Public Records Act, hazardous materials and toxic cleanup, real estate, labor and employment matters, public contracting and bidding disputes, equal protection claims, civil rights claims, and First Amendment issues. The firm's litigation attorneys practice in all federal and state courts at both the trial and appellate level.

Our litigators focus on developing an understanding of issues and procedural requirements necessary to meet clients' goals no matter what the controversy or the stakes. We offer public agency clients a full range of litigation support in areas such as labor and employment, contracts, construction, land use, energy, transportation, foreclosure, and water use.

II. LEGAL TEAM

BB&K proposes **Mala Subramanian** to serve as lead attorney and primary contact to the LAFCO of Solano County. Mala will be supported by **Joshua Nelson** and **Paula de Sousa**. The proposed team’s resumes and qualifications are found below.

A. Mala Subramanian, Partner – Lead Attorney

	Phone:	(925) 977-3303
	Email:	msubramanian@bbklaw.com
	Location:	Walnut Creek
	Education:	University of California, Hastings, J.D.; University of California, San Diego, B.A.
	CA Bar Number:	204185 (1999)

Mala Subramanian represents a diverse set of public agencies throughout Northern California and the Central Valley as a partner in the Municipal Law practice group of BB&K’s Walnut Creek office. Mala serves as city attorney for Albany, Clayton and Lafayette. She also serves as general counsel to El Dorado LAFCO, Marin LAFCO, Merced LAFCO, and Santa Clara LAFCO, and various joint powers authorities. Before their dissolution, she served as general counsel to several redevelopment agencies.

Land Use

Mala guides clients through the various questions and hurdles that arise with development projects, including the Subdivision Map Act, the Housing Accountability Act, and others.

Brown Act, Public Records Act and Conflict of Interest

In addition to regularly representing her clients at public meetings, Mala frequently trains them on the Public Records Act, the Brown Act, conflicts of interest, and AB 1234 ethics compliance. Questions regarding compliance with these laws often arise for public agencies, and the officials and staff members who serve these agencies know they can turn to Mala for timely and responsive guidance. Recognizing that training involves everyone from officials and staff members to seasoned, sophisticated veterans of the dais, Mala strives to ensure that training sessions are creative and interactive.

Transportation


Transportation projects involve many different agencies and legal hurdles. Mala enjoys working on complex projects and collaborating with other BB&K attorneys on finance, CEQA, public contract, and election law issues. For example, she assisted the Contra Costa Transportation Authority in its effort to place a half-cent sales tax on the November 2016 and March 2020 ballot.

Mala has served as president of the Contra Costa County City Attorney Association and president of

Proposal to LAFCO of Solano County

the Bay Area City Attorney Association. She was recognized by *The Best Lawyers in America* in its 2020 listing for land use and zoning law. In 2007, she received the *East Bay Times* "Women of Distinction Award." Mala is admitted to practice law in the State of California.

B. Joshua Nelson, Partner

	Phone:	(916) 551-2859
	Email:	joshua.nelson@bbklaw.com
	Location:	Sacramento
	Education:	University of California, Davis School of Law, J.D.; Cornell University, B.S., Industrial and Labor Relations
	CA Bar Number:	260803 (2008)

Josh Nelson is a member of Best Best & Krieger LLP's Municipal Law practice group and provides city attorney and general counsel services to cities, special districts and joint powers authorities. Representative clients include Santa Cruz LAFCO, the American Valley Community Services District, City of Jackson, Delta Conveyance Design and Construction Authority, North Tahoe Public Utility District and Soquel Creek Water District.

Josh's general governance work includes an emphasis on conflicts of interest and ethics, especially regarding contracting. He regularly speaks on Government Code section 1090, the Political Reform Act and legal conflicts of interest. He also has significant experience with all manner of joint powers agreements, including forming and advising joint powers authorities and public agencies that act as parties to joint powers agreements or members of a joint powers authority.

He assists clients with solid waste issues, including franchising, landfill operations, leasing, permitting and closure/post-closure compliance, diversion requirements and construction and demolition programs. This includes ensuring local agencies comply with rapidly changing regulatory requirements, including Senate Bill 1383.


Josh further assists public agency clients with proceedings before local agency formation commissions. This includes annexations, detachments, consolidations and other reorganizations.

Other areas of focus include Proposition 218/26 compliance, telecommunications and general utilities issues, which includes advisory and litigation assistance on rate matters and assisting public agencies (both regulators and utilities) with right of way management issues. Josh also regularly represents public and private clients before the California Public Utilities Commission on water, energy and telecommunications matters.

Josh serves as the office managing partner for BB&K's Sacramento office.

Proposal to LAFCO of Solano County

C. Paula de Sousa, Partner

	Phone:	(619) 525-1328
	Email:	paula.desousa@bbklaw.com
	Location:	San Diego
	Education:	University of the Pacific, McGeorge School of Law, J.D.; University of California, Santa Barbara, B.A.
	CA Bar Number:	192038 (1997)

Paula de Sousa serves as general counsel to public agencies; she is particularly experienced and knowledgeable on public contracting matters as well as issues related to LAFCOs in California.

Paula practices in most areas of public agency representation, including the Political Reform Act, Brown Act, California Public Records Act, public works construction and purchasing issues, real property issues, and the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000. Paula serves as general counsel to public agencies including the LAFCO of San Bernardino County, Metro Wastewater Joint Powers Authority, Padre Dam Municipal Water District, Santa Fe Irrigation District, Sweetwater Authority, Fallbrook Public Utility District, and Valley Center Municipal Water District. She also provides special counsel services to public agencies throughout California.

Paula provides general counsel services to LAFCOs and regularly advises other public agency clients with respect to LAFCO-related issues. She advises CALAFCO as assistant general counsel and assists in drafting legislation on their behalf. She has prepared white papers utilized by LAFCOs and public agencies throughout the state concerning changes in law impacting changes of organization and reorganization. Additionally, Paula is involved with special district industry organizations such as the California Special Districts Association, where she serves on the professional development committee, membership services committee, expert feedback team, and other ad hoc committees as appointed.

D. Availability

Mala and her team are committed to providing the highest quality services to LAFCO in a timely and cost-effective manner. As part of that commitment, they understand the importance of flexibility and responsiveness. Mala and her team maintain strong and healthy practices at this time; however, they are available to begin work on the requested legal services immediately. No known current or future professional commitments exist that will hinder Mala’s ability to serve as lead attorney to LAFCO and attend regular and special meetings.

Mala and her team will always be available by phone, cell phone, or email. The firm is committed to responding to your requests in the most efficient time frame the matter requires. Given the depth of the firm’s resources, in both firm personnel and experience, we are capable of responding to complex requests in an expedited manner. Routine matters can often be responded to immediately, as it is likely that one of our attorneys has already handled a matter of the same or similar nature.

We pride ourselves on our responsiveness to our clients. Due to our proximity to LAFCO through our office and work in Walnut Creek, we will always be available to assist you, even on short notice. The firm also has videoconferencing capabilities in all of its offices, which can be utilized for last minute and emergency meetings and to reduce costs when travel is not necessary.

III. FEES

BB&K recognizes the need to keep legal costs under control. We have a longstanding commitment to the affordable delivery of legal services to municipalities and public agencies. Given the depth and breadth of our experience, we often get the job done in much less time, resulting in lower costs.

A. Hourly Rates

General Counsel Services

For general counsel services, we propose a rate of \$295 per hour for Attorneys and \$160 per hour for Paralegals.

General counsel services include attending meetings; advising on general municipal or administrative law and the CKH Reorganization Act; and reviewing or preparing agendas, staff reports, resolutions, correspondence, administrative policies, and legal opinions.

Special Counsel Services

For special counsel services, we propose a rate of \$325 per hour for Attorneys and \$170 per hour for Paralegals and other non-Attorney staff as approved. Special counsel services include the following:

- Non-routine contract negotiation matters (including non-BB&K model agreements and franchise agreements), including public construction disputes
- Acquisition, disposal, and resolution of real estate, easements, right-of-ways, leases, licenses, and other property transactions
- Land use, development, environmental law (e.g., CEQA, NEPA, endangered species), and Toxic substances matters (e.g. CERCLA, RCRA)
- Fees, taxes, and assessments matters
- Litigation and formal administrative or other adjudicatory hearing matters
- Labor relations, employment and employment benefit matters
- Water law matters (e.g. water rights & quality)
- Tax and ERISA related matters
- Intergovernmental Relations and Advocacy efforts (e.g. legislative and regulatory representation) at the federal and state level.
- Non-routine election law matters, including election law litigation
- Other matters mutually agreed upon between BB&K and LAFCO.

Advanced Records Center Work

Additionally, if requested, BB&K offers a new way to handle excess PRA requests at the low blended rate of \$220 per hour, through its new Advanced Records Center ("ARC") Team. BB&K combines its legal acumen and experience with cutting-edge technology to provide comprehensive and cost-effective support for non-routine records-related matters. Specifically, at LAFCO's option, the ARC team will assist LAFCO with non-routine Public Records Act Processing as well as Policy Drafting, if desired.

The above rates shall be increased for the change in the cost of living for the most recently

Proposal to LAFCO of Solano County

published twelve (12) month period, as shown by the U.S. Department of Labor in its All Urban Consumers Index for San Francisco-Oakland-Hayward, CA area (bi-monthly) every July 1.

B. Reimbursements

BB&K does not charge for routine word processing, legal assistants, clerical costs, administrative support staff, secretarial costs, and office costs, including telephone and fax charges. Reimbursement of costs advanced by BB&K on behalf of LAFCO as well as other expenses will be billed at actual cost. These currently include, but are not limited to, travel costs (mileage) at the IRS authorized rate; actual expenses for being away from our offices on LAFCO business; postage; legal research; and any cost of printing or reproducing documents, photographs, or other items necessary for legal representation.

Travel time will be billed portal to portal at the proposed rates from the closest BB&K office.

IV. POTENTIAL CONFLICTS OF INTEREST

Every new engagement at BB&K must survive a conflicts check against the firm's conflicts database. BB&K maintains a comprehensive database on client representation. Prior to accepting any representation, the database is accessed to determine whether any conflicts exist. The conflicts database is overseen and managed by our firm's Billing and Client Information Department as well as the responsible attorney.

We have determined that we do not represent any entity whose interests may constitute a conflict of interest that would prevent us from providing the services described in the RFP for LAFCO of Solano County.

Agenda Item 8.B: RNVWD Annexation of 7055 Steiger Hill Rd.**Solano Local Agency Formation Commission**

675 Texas St. Ste. 6700 • Fairfield, California 94533

(707) 439-3897 • FAX: (707) 438-1788

Staff Report

DATE: October 17, 2022

TO: Local Agency Formation Commission

FROM: Rich Seithel, Executive Officer

SUBJECT: **LAFCO Project No. 2022-10 7055 Steiger Hill Road Annexation to the Rural North Vacaville Water District (APN: 0123-030-370)**

Recommendation:

CONSIDER and ADOPT the LAFCO Resolution approving the annexation of 7055 Steiger Hill Road (APN 0123-030-370) (5.5 acres) to the Rural North Vacaville Water District (RNVWD).

REVIEW and CONSIDER the Notice of Exemptions (NOE) as the Responsible Agency pursuant to the California Environmental Quality Act (CEQA).

WAIVE the conducting authority proceedings pursuant to Government Code (GC) Section 56662.

Executive Summary:

The RNVWD has submitted an annexation application by resolution (Attachment A) to provide potable water service to 7055 Steiger Hill Road, located north of the City of Vacaville in unincorporated Solano County. The property owner has a well but desires a more reliable source of potable water and is requesting one water connection.

The property is within the District's Sphere of Influence (SOI), contiguous to the RNVWD pipeline, and is designated Rural Residential (RR) in the County's General Plan. There are no plans for city annexation, and the property is not located within the City of Vacaville's sphere of influence or general plan area.

This annexation is subject to: 1. the statutory Government Code's (GC§ 56668) seventeen factors, 2. consistency with Solano LAFCO's eleven locally adopted standards, and, 3. the determination that the District has the capability and capacity to service APN 0123-030-370. As outlined further in the staff report, staff has determined that this proposal is consistent with State law and the Commission's adopted standards.

Commissioners

John Vasquez, Chair • Nancy Shopay, Vice-Chair • Ron Rowlett • Harry Price • Jim Sperring

Alternate Commissioners

Robert Guerrero • Ron Kott • Mitch Mashburn

Staff

Rich Seithel, Executive Officer • Christina Love, Deputy Executive Officer • Aaron Norman, Analyst II

Agenda Item 8.B: LAFCO Project No. 2022-02

In addition, based on the District's 2022 Adopted Municipal Service Review (MSR), the RNVWD has the capability and capacity to extend service to the subject property.

Given that the proposed area is considered legally uninhabited (fewer than 12 registered voters) and that the property owner has submitted a letter consenting to the annexation (see Attachment B), the Commission can waive the: notice, hearing, and the conducting authority (protest) proceeding. Should the Commission approve the proposed annexation, the property owner intends to purchase one existing inactive water connection. There are eleven water connection rights available.

Background:

The following staff report is divided into an analysis of the following areas: I. project description; II. RNVWD's profile; III. project analysis (which considers CEQA, statutory and policy considerations of both the factors under CKH and the Commission's adopted Standards); IV. the conducting authority/protest proceeding analysis; V. summary of findings and determinations, and VI. conditions of approval.

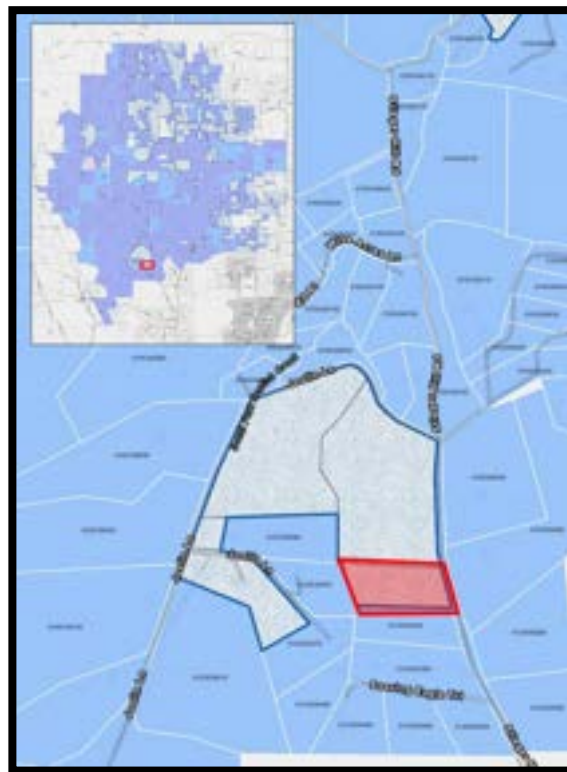
I. Project Description

The RNVWD proposes to annex 5.5 acres located on Steiger Hill Road in unincorporated Solano County (APN 0123-030-370). The property owner has a well but desires a more reliable source of potable water and is requesting one water connection. The property fronts on Steiger Hill Road, which includes an existing water line that can be used for the connection. The map and geographic description are attached to the LAFCO Resolution as Exhibit A.

Application for this change of organization is made subject to GC § 56650 et seq. by RNVWD Resolution 2022-65 (Attachment A). The proposal is exempt from the requirements of notice and public hearing because it is legally uninhabited per GC § 56046, the landowner has submitted a consent letter.

II. District Profile

The RNVWD was formed in 1996 as a community services district (CSD) to provide potable water and water for fire suppression in the Steiger Hills and English Hills areas in unincorporated Solano County north of the City of Vacaville. RNVWD is managed by an elected Board of Directors who reside within the District. The physical operation and maintenance of the water system are contracted to Solano Irrigation District (SID). RNVWD is funded solely by fees and charges for services it provides; it does not receive ad-valorem property tax revenues.



Agenda Item 8.B: LAFCO Project No. 2022-02

The RNVWD was designed, built, and approved for 533 water connections. The District reports that there are currently 412 active connections. In addition, the District states that there are 11 District water rights available.

III. Project Analysis

California Environmental Quality Act (CEQA):

The District, as the Lead Agency, has determined the proposal to be exempt from CEQA according to Section 15061(b)(3) because there is not a possibility of causing a significant effect on the environment for the following reasons:

- The proposal does not increase the total number of approved connections
- The proposal area is located within the District's current approved SOI.
- The proposal site is substantially surrounded by the District's existing service boundary.
- The proposal area is within the proximity of a meter/backflow connection point.

For the Commission's review and consideration, RNVWD has filed a Notice of Exemption (NOE) under CEQA (Attachment C). As the responsible agency, staff recommends the Commission review, consider, and subsequently file a NOE upon approval.

Statutory and Policy Considerations:

Per the requirements of the Cortese-Knox-Hertzberg (CKH) Act, the Commission is required to consider seventeen Factors (a-q)¹. Additionally, the Commission must consider its adopted policies (Standards per Section 56375(g)) when reviewing an application for a change of organization or reorganization.

- **GC §56668 – Factors to be Considered in Review of a Proposal:** CKH requires the Commission to consider seventeen (a-q) specific factors when reviewing proposals for a change of organization. Below are the factors followed by staff's analysis:
 - a. ***Population and population density; land area and land use; assessed valuation; topography, natural boundaries, and drainage basins; proximity to other populated areas; and the likelihood of significant growth in the area, and in adjacent incorporated and unincorporated areas, during the next 10 years.***

Under the County's adopted General Plan, the land use designation is Rural Residential (RR). This is consistent with properties within the general vicinity of English Hills Road.

¹GC Section 56668.

Agenda Item 8.B: LAFCO Project No. 2022-02

The project area's topography is flat near the road with tree coverage, and slopes upward at the back of the property. There are no plans for city annexation of the proposal area, and they are not located within the City of Vacaville's SOI or general plan area. Given Measure T and the County's adopted General Plan, no significant growth is anticipated in the adjacent unincorporated area.²

- b. The need for organized community services; the present cost and adequacy of governmental services and controls in the area; probable future needs for those services and controls; and probable effect of the proposed incorporation, formation, annexation, or exclusion and of alternative courses of action on the cost and adequacy of services and controls in the area and adjacent areas.***

The proposal will allow the property owner to purchase one potable water connection from the District.

Fire Protection and Emergency Medical Service

The Vacaville Fire Protection District is currently responsible for providing fire protection to the affected territory. Medic Ambulance Services provides BLS services. No service change will occur on annexation approval.

Law Enforcement Service

The Solano County Sheriff's Office is responsible for providing law enforcement services to the affected territory. No service change will occur.

Sewer Service

On-site sewage disposal must adhere to County code standards and requirements.

Water Service

The subject areas are in a water-scarce area, and the property owners want a more reliable source for potable water. If approved for annexation, the property owner intends to purchase one water connection to receive potable water service.

- c. The effect of the proposed action and of alternative actions, on adjacent areas, on mutual social and economic interests, and on the local governmental structure of the county.***

This annexation does not have a negative effect on the adjacent areas, mutual social and economic interest, or the local governmental structure of Solano County.

- d. The conformity of the proposals and their anticipated effects with; 1. the adopted commission policies on providing planned, orderly, efficient patterns of urban development, and 2. the policies and priorities in Section 56377.***

²On November 4, 2008, Solano voters passed Measure T, which was an amendment to Solano County's 1994 Orderly Growth Initiative that updated certain provisions of the Solano County General Plan related to agriculture and open space policies and land use designations and extended the amended initiative until December 31, 2028. By passing Measure T, the voters required that the County would maintain the current development strategy of city-centered growth (among other directives).

Agenda Item 8.B: LAFCO Project No. 2022-02

The subject proposal does not affect the Commission's policy for providing planned, orderly, and efficient patterns of urban development. Annexation of the subject property to the District does not entitle the property owner to additional development rights they would not otherwise be entitled to under the County's General Plan and Zoning Ordinance. This factor is not applicable to the subject proposal.

e. The effect of the proposals on maintaining the physical and economic integrity of agricultural lands, as defined by Section 56016.

Should the Commission approve the changes of organization, there are no effects on agricultural lands. According to GC § 56016, "agricultural lands" means land currently used for producing an agricultural commodity for commercial purposes, land left fallow under a crop rotational program, or land enrolled in an agricultural subsidy or set-aside program. The subject property is not used for any of these purposes; therefore, this factor is not applicable to the subject proposal.

f. The definiteness and certainty of the boundaries of the territory, the nonconformance of proposed boundaries with lines of assessment or ownership, the creation of islands or corridors of unincorporated territory, and other similar matters affecting the proposed boundaries.

A map and a geographic description (Exhibit A to the Resolution) have been prepared, identifying the boundaries of the affected territory per the requirements of the State Board of Equalization, the Solano County Surveyor, the County Assessor's Office, and LAFCO. These documents, which have been reviewed by the County Surveyor, provide certainty regarding the exact boundaries of the affected territories.

g. A regional transportation plan adopted pursuant to Section 65080.

Solano County adopted a Regional Transportation Plan (RTP). The proposed annexation has no impact.

h. The proposal's consistency with city or county general and specific plans.

The subject proposal is within the land use jurisdiction of Solano County. The County's General Plan designates the affected territory as rural residential. The County's General Plan allows for Rural Residential zoning to apply to areas appropriate for rural, low-density, single-family homes, where agriculture is not the sole land use, and commercial agricultural production capability is low. The proposal will not result in a change in land use. The proposal to annex the property to RNVWD's service area will not affect the property's consistency with the County's General Plan.

i. The sphere of influence of any local agency that may be applicable to the proposal being reviewed.

The RNVWD is the nearest agency capable of providing potable water to the property. The property is north of the City of Vacaville and Solano Irrigation District boundaries; however, the parcel is not within their spheres of influence.

Agenda Item 8.B: LAFCO Project No. 2022-02***j. The comments of any affected local agency or other public agency.***

LAFCO staff has not received any comments from other agencies as of the writing of this report.

k. The ability of the newly formed or receiving entity to provide the services that are the subject of the application to the area, including the sufficiency of revenues for those services following the proposed boundary change.

Based on the 2022 adopted MSR, the RNVWD has adequate service capacities and financial resources to serve the affected properties.

The RNVWD was designed, built, and approved for 533 water connections. The District reports that there are currently 412 active connections. In addition, the District stated that there are eleven water connection rights available.

Currently, there are 488 parcels in the District and 209 parcels in the SOI;

Regarding revenue sufficiency, RNVWD is an enterprise district and will be able to collect fees for the active connection to fund the District's services and related activities. The District does not receive ad-valorem property tax.

l. Timely availability of water supplies adequate for projected needs as specified in Section 65352.5.

The 2022 adopted MSR for the RNVWD indicates that there is enough water supply to serve the proposed annexation territory. The affected territory will be able to receive potable water for its needs from the RNVWD upon approval of the change of organization and the purchase of the water connection.

m. The extent to which the proposal will affect a city or cities and the county in achieving their respective fair shares of the regional housing needs as determined by the appropriate council of governments consistent with Article 10.6 (commencing with Section 65580) of Chapter 3 of Division 1 of Title 7.

The proposed annexation to the RNVWD will have no effect on the RHNA.

n. Any information or comments from the landowner or landowners, voters, or residents of the affected territory.

LAFCO staff has received the consent of the property owner for the change of organization. (Attachment B)

o. Any information relating to existing land use designations.

The County General Plan designates the affected territory as Rural Residential.

Agenda Item 8.B: LAFCO Project No. 2022-02

p. The extent to which the proposal will promote environmental justice. As used in this subdivision, "environmental justice" means the fair treatment and meaningful involvement of people of all races, cultures, incomes, and national origins, with respect to the location of public facilities and the provision of public services, to ensure a healthy environment for all people such that the effects of pollution are not disproportionately borne by any particular populations or communities.

These annexations have no measurable effect either promoting or discouraging environmental justice.

q. Information contained in a local hazard mitigation plan, information contained in a safety element of a general plan, and any maps that identify land as a very high fire hazard zone pursuant to Section 51178 or maps that identify land determined to be in a state responsibility area pursuant to Section 4102 of the Public Resources Code, if it is determined that such information is relevant to the area that is the subject of the proposal.

The proposed annexation area is within the Solano County Multijurisdictional Hazard Mitigation Plan and the Solano County General Plan Health and Safety Element. The annexation area is also located in the State Responsibility Area and CALFIRE’s designated moderate level fire hazard severity zone. However, annexation of the subject property to the District will not entitle the landowner to additional development rights that are not already allowed under the County’s General Plan and Zoning Ordinance. This factor is not relevant to the district annexation proposal.

- **GC §56375(g) Adopted Standards:** LAFCOs are required to adopt written procedures or Standards for the evaluation of proposals. Following is an analysis of the proposal’s consistency with the Commission’s adopted Standards 1-11.

Standard	Policy	Analysis
1. Consistency with Sphere of Influence (SOI) Boundaries	Consistent	The subject parcel is within the District’s current sphere that was approved in 2016. The SOI will be amended to reflect said annexations. Therefore, the proposal meets this Standard.
2. Change of Organization and Reorganization to the Limits of the SOI Boundaries	Not applicable	The project area is not in an area designated as open space. The Solano County General Plan designates this property as Rural Residential; it is not a park, recreation facilities, protected open space, reservoirs, or detention basins. Therefore, this Standard is not applicable.
3. Consistency with City General Plan, Specific Plan, Area-Wide Plan, and Zoning Ordinance	Not applicable	This Standard is not applicable as this proposal is not a city annexation.

Agenda Item 8.B: LAFCO Project No. 2022-02

Standard	Policy	Analysis
4. Consistency with the County General Plan of Proposed Change of Organization or Reorganization Outside of a City's SOI Boundary	Consistent	There is no anticipated change in land use. Therefore, the proposal meets this Standard
5. Requirement for Pre-Approval	Consistent	RNVWD's Board adopted Resolution No. 2021-62 (Attachment "B"), requesting LAFCO initiate proceedings for the reorganizations. Standard met.
6. Effect on Natural Resources (California Environmental Quality Act – CEQA)	Consistent	Acting as the lead agency pursuant to CEQA, the District adopted a Notice of Exemption (NOE) for the proposed annexation area. Staff recommends the Commission adopt and file the NOE as the responsible agency following approval of the annexations.
7. Establishing Proposal Boundaries, Map and Geographic Description Requirements, Other Required Map Exhibits	Consistent	No irregular or overlapping boundaries will be created as a result of the proposed change of organization. The attached maps and geographic descriptions have been reviewed and corrected by the Solano County Surveyor.
8. Likelihood of Significant Growth and Effect on Other Territory	Not applicable	This Standard is not applicable since the proposal does not include the conversion of open space land to urban use.
9. Protection of Prime Agricultural Land	Not applicable	The subject property does not contain prime agricultural land, according to GC Sec. 51201.
10. Provision and Cost of Community Services	Consistent	Upon annexation, the property owners will purchase one inactive water connection. No other services are proposed.
11. Effect on Adjacent Areas, Mutual Social and Economic Interests, and on Local Governmental Structure	Consistent	No negative effect on other agencies. As previously noted, there is no base tax exchange as a result of the approval; however, the District will be able to collect fees and charges for their services. This Standard has been met.

IV. Conducting Authority (Protest Hearing)

The proposal areas are legally uninhabited per GC Section 56079.5 (there are fewer than 12 registered voters in the proposal area). Furthermore, the property owner has submitted a letter to the Commission consenting to the annexation. Therefore, staff recommends the Commission waive the conducting authority proceeding pursuant to GC Section 56662(d).

Agenda Item 8.B: LAFCO Project No. 2022-02**V. Summary of Findings and Determinations**

Staff recommends the following findings and determinations based on project research and analysis included in prior sections of this document, State law, and the Commission's adopted policies:

1. The RNVWD is the nearest agency capable of providing potable water to the properties. The property is located within the RNVWD's sphere of influence which was reviewed and adopted by the Commission on April 16, 2016.
2. The proposal will allow the property owner to purchase one potable water connection and receive potable water services from RNVWD. No other new municipal services will be extended.
3. The 2022 adopted MSR for RNVWD found the District has adequate service capacities and financial resources to serve the affected property.
4. The RNVWD is an enterprise district and will be able to collect fees for the active connections to fund the District's services and related activities.
5. The proposed annexation will not have a negative effect on RNVWD or their service area as the proposal does not increase the number of total approved connections. Upon annexation, the property owner will be able to purchase one available inactive connection.
6. No base tax exchange will occur because of this proposal; the RNVWD does not receive ad-valorem property tax revenue.
7. The proposal area is legally uninhabited, the property owner has submitted a letter to the Commission consenting to the annexation, and therefore; the Commission waives the notice, hearing, and conducting authority proceeding.
8. The proposal is exempt from CEQA pursuant to Section 15061(b)(3); general rule exemption.
9. The proposal is consistent with the Commission's policy with respect to providing planned, orderly, and efficient patterns of urban development.
10. The map and geographic description prepared for the subject proposal has been reviewed by the County Surveyor, and these documents provide certainty regarding the exact boundary of the affected territory.
11. The proposals are within the land use jurisdiction of Solano County and will have no effect on the property's consistency with the County's General Plan.

Agenda Item 8.B: LAFCO Project No. 2022-02**VI. Terms and Conditions of Approval per GC §: 56885, 56885.5, and 56886**

Staff recommends the Commission approve the proposed change of organization with the following terms and conditions of approval:

1. The Commission orders the changes of organization without election as provided by GC § 56885.5.
2. Immediately following LAFCO approval, the property owners shall submit warrants to LAFCO for 1) the CA State Board of Equalization totaling \$350.00 and 2) the Solano County Assessor-Recorder totaling \$109.00 for each annexation.
3. The effective date of the change of organization shall be the date of the recordation made with the County Recorder of the Certificate of Completion per GC §57202.

Attachments:

Action Item – Resolution of the Local Agency Formation Commission of Solano County
Approving the Annexation of 7055 Steiger Hill Road into the Rural North
Vacaville Water District (APN: 0123-030-370)

A – RNVWD Resolution # 2021-62 and Will Serve Letter

B – 100% consent letter from the property owner

C – CEQA Notice of Exemption

**Agenda Item 8.B: RNVWD Annexation of 7055 Steiger Hill Rd.
Action Item – Proposed Resolution
LAFCO RESOLUTION NO. 2022-XX**

**RESOLUTION OF THE LOCAL AGENCY FORMATION COMMISSION
OF SOLANO COUNTY APPROVING THE ANNEXATION OF 7055 STEIGER HILL
ROAD INTO THE RURAL NORTH VACAVILLE WATER DISTRICT
(APN: 0123-030-370)**

(LAFCO PROJECT No. 2022-02)

WHEREAS, a resolution of application for the proposed annexation of certain territory to the Rural North Vacaville Water District (RNVWD) in Solano County was filed with the Executive Officer of this Local Agency Formation Commission (LAFCO/Commission) pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization (CKH) Act, commencing with §56000, *et seq.* of the California Government Code by the RNVWD; and,

WHEREAS, the Executive Officer has examined the proposal and determined that it was complete and accepted the proposal for filing as of September 20, 2022; and,

WHEREAS, the proposal is exempt from the requirements for notice and hearing pursuant to Government Code §56662 because 100% of the landowners have provided written consent to the proposal; and,

WHEREAS, the Executive Officer, pursuant to Government Code §56665 has reviewed this proposal and prepared a report including his recommendations, and has furnished a copy of this report to each person entitled to a copy; and,

WHEREAS, the Rural North Vacaville Water District, as lead agency of the subject proposal has found the subject proposal exempt from the California Environmental Quality Act (CEQA) per Section 15061(b)(3) general rule exemption via RNVWD Resolution 2022-65 adopted May 24, 2022, the Commission, as the responsible agency, has considered the environmental documents prepared and approved by the lead agency; and,

WHEREAS, the Commission has received, heard, discussed and considered all oral and written testimony related to the proposal, including but not limited to comments and objections, the staff report and recommendation, the environmental document and determination, spheres of influence, the District’s municipal service review, and the County’s general plan and zoning ordinance; and,

WHEREAS, the Commission has considered the change to the organization and made the findings of compliance with Solano LAFCO's "Standards for Evaluation of Annexation Proposals"; and,

WHEREAS, the Commission does hereby make the following findings and determinations regarding the proposal:

Commissioners

John Vasquez, Chair • Nancy Shopay, Vice-Chair • Ron Rowlett • Harry Price • Jim Spring

Alternate Commissioners

Robert Guerrero • Ron Kott • Mitch Mashburn

Staff

Rich Seithel, Executive Officer • Christina Love, Deputy Executive Officer

Agenda Item 8.B: LAFCO Project No. 2022-02

1. The RNVWD is the nearest agency capable of providing potable water to the properties. The property is located within the RNVWD's sphere of influence which was reviewed and adopted by the Commission on April 16, 2016.
2. The proposal will allow the property owner to purchase one potable water connection and receive potable water services from RNVWD. No other new municipal services will be extended.
3. The 2022 adopted MSR for RNVWD found the District has adequate service capacities and financial resources to serve the affected property.
4. The RNVWD is an enterprise district and will be able to collect fees for the active connections to fund the District's services and related activities.
5. The proposed annexation will not have a negative effect on RNVWD or their service area as the proposal does not increase the number of total approved connections. Upon annexation, the property owner will be able to purchase one available inactive connection.
6. No base tax exchange will occur because of this proposal; the RNVWD does not receive ad-valorem property tax revenue.
7. The proposal area is legally uninhabited, the property owner has submitted a letter to the Commission consenting to the annexation, and therefore; the Commission waives the notice, hearing, and conducting authority proceeding.
8. The proposal is exempt from CEQA pursuant to Section 15061(b)(3); general rule exemption.
9. The proposal is consistent with the Commission's policy with respect to providing planned, orderly, and efficient patterns of urban development.
10. The map and geographic description prepared for the subject proposal has been reviewed by the County Surveyor, and these documents provide certainty regarding the exact boundary of the affected territory.
11. The proposals are within the land use jurisdiction of Solano County and will have no effect on the property's consistency with the County's General Plan.

NOW, THEREFORE, BE IT HEREBY RESOLVED, DETERMINED, AND ORDERED
as follows:

1. The 7055 Steiger Hills Road (APN 0123-030-370) Annexation to the Rural North Vacaville Water District is approved, subject to the terms and conditions of approval listed below.
2. Said territory is annexed as proposed and as set forth and described in the

Agenda Item 8.B: LAFCO Project No. 2022-02

attached descriptive map and geographical description marked "Exhibit A" and by this reference incorporated herein.

3. Pursuant to § 15096 of the CEQA Guidelines, LAFCO has reviewed and considered the Notice of Exemption adopted by the Lead Agency. Upon LAFCO approval, the Executive Officer is directed to file a Notice of Exemption in compliance with CEQA Guidelines and local ordinances implementing the same.
4. Said territory includes approximately 5.5 acres and is found to be legally uninhabited, and the territory is assigned the following short form designation:

7055 Steiger Hill Road Annexation to the Rural North Vacaville Water District

5. The proposal area shall be removed from the sphere of influence of the Rural North Vacaville Water District concurrent with the subject annexation.
6. The following changes of organization or reorganization are approved:

Annexation to the Rural North Vacaville Water District

7. All subsequent proceedings in connection with this annexation shall be conducted only in compliance with the approved boundaries and conditions set forth in the attachments and any terms and conditions specified in this Resolution.
8. The Commission waives the Conducting Authority proceeding.

Agenda Item 8.B: LAFCO Project No. 2022-02

Terms and Conditions of Approval:

1. The Commission orders the change of organization without election as provided by GC § 56885.5.
2. Prior to recordation of the Certificate of Completion, the property owner shall submit warrants to LAFCO for 1) the CA State Board of Equalization totaling \$350.00 and 2) the Solano County Assessor-Recorder totaling \$109.00.
3. The effective date of the change of organization shall be the date of the recordation made with the Solano County Recorder of the Certificate of Completion per GC Section 57202.

The foregoing Resolution was duly passed and adopted by the Local Agency Formation Commission of Solano County at a regular meeting, held on the 17th day of October 2022, by the following votes:

AYES:
NOES:
ABSENT:
ABSTAIN:

John Vasquez, Chair
Presiding Officer Solano Local Agency
Formation Commission

ATTEST:

Christina Love, Deputy Executive Officer

Exhibit A: Map and Description

EXHIBIT A

LAFCO PROJECT NO. 2022-10

**7055 STEIGER HILL ROAD
ANNEXATION TO THE RURAL NORTH
VACAVILLE WATER DISTRICT
GEOGRAPHIC DESCRIPTION**

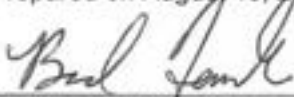
Being a portion Los Potos Rancho Projected Section 31,
Township 7N, Range 1W and Projected Section 6, Township 6N,
Range 1W, Mount Diablo Base and Meridian
County of Solano, State of California

Description consists of 1 page.
Plat map consists of 1 page.

ENGINEER'S STATEMENT:

This description and exhibit of "7055 Steiger Hill Road Annexation to RNVWD" boundary is not a legal property description as defined in the Subdivision Map Act and may not be used as a basis for an offer for sale of the land described. It is for assessment purposes only.


Prepared on August 16, 2022 by or under the direction of:



Brad Fouk, PLS 7071
Fouk Civil Engineering, Inc.

COUNTY SURVEYOR'S STATEMENT:

This description and exhibit meets the requirements of the State Board of Equalization, the Solano County Assessor/Recorder's Office, and conforms to the lines of assessment.

Dated: 08 / 25 / 2022, 2022


Danielle L. Goshert, PLS 8491
Deputy Solano County Surveyor

APPROVED BY LOCAL AGENCY FORMATION COMMISSION:

Dated: _____, 2022

Richard J. Seithel, Executive Officer
Solano LAFCO

FOULK CIVIL ENGINEERING, INC.
CIVIL ENGINEERING - LAND SURVEYING
4777 MANGELS BOULEVARD
FAIRFIELD, CA 94534
OFFICE (707) 864-0784

August 16, 2022
22-023

EXHIBIT A

LAFCO PROJECT NO. 2022-10
ANNEXATION TO THE RURAL NORTH VACAVILLE WATER DISTRICT
7055 STEIGER HILL ROAD
GEOGRAPHIC DESCRIPTION

Being a portion of the Los Putos Rancho in the Southeast ¼ of projected Section 31 in Township 7 North, Range 1 West and the Northeast ¼ of projected Section 6 in Township 6 North, Range 1 West, Mount Diablo base and meridian, more particularly described as follows:

Beginning at the northwesterly corner of parcel 1 as shown on parcel map filed in book 10 of Parcel Maps, page 89, Solano County records, said point being on the boundary of the Rural North Vacaville Water District as described in document recorded March 1, 2022 as document number 2022-15341, Solano County records and being the true **Point of Beginning** of this description.

Thence along the north line of said parcel 1 and said Rural North Vacaville Water District boundary as described in document recorded March 1, 2022 as document number 2022-15341, Solano County records (1) South 88°03'15" East, 795.08 feet to the westerly right of way line of Steiger Hill Road and the Rural North Vacaville Water District boundary as described in document recorded August 7, 1996 as document number 1996-53529, Solano County records; Thence along said westerly right of way line of Steiger Hill Road and said Rural North Vacaville Water District boundary as described in said document 1996-53529 (2) South 15°05'12" East, 324.92 feet; Thence leaving said westerly right of way line along said Rural North Vacaville Water District boundary as described in document 1996-53529 (3) North 87°38'48" West, 761.46 feet and (4) North 20°56'00" West, 331.32 feet to the true **Point of Beginning** of this description, containing 5.50 acres, more or less, per Solano County Assessor.

For assessment purposes only. This description of land is not a legal property description as defined in the subdivision map act and may not be used as the basis for an offer for sale of the land described.

Brad D Foulk 8/16/22

Brad D Foulk, PLS 7071
Expires: 12/31/2022



NOTE: FOR ASSESSMENT PURPOSES ONLY. THIS DESCRIPTION OF LAND MAY NOT BE USED AS THE BASIS FOR AN OFFER FOR SALE OF THE LAND DESCRIBED.

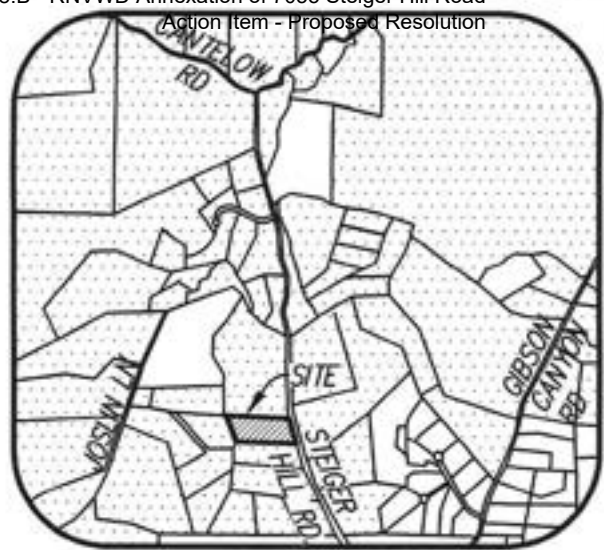


Bradley D. Foulk

8/16/22

BRADLEY D. FOULK
 EXPIRES

PLS 7071
 12-31-22

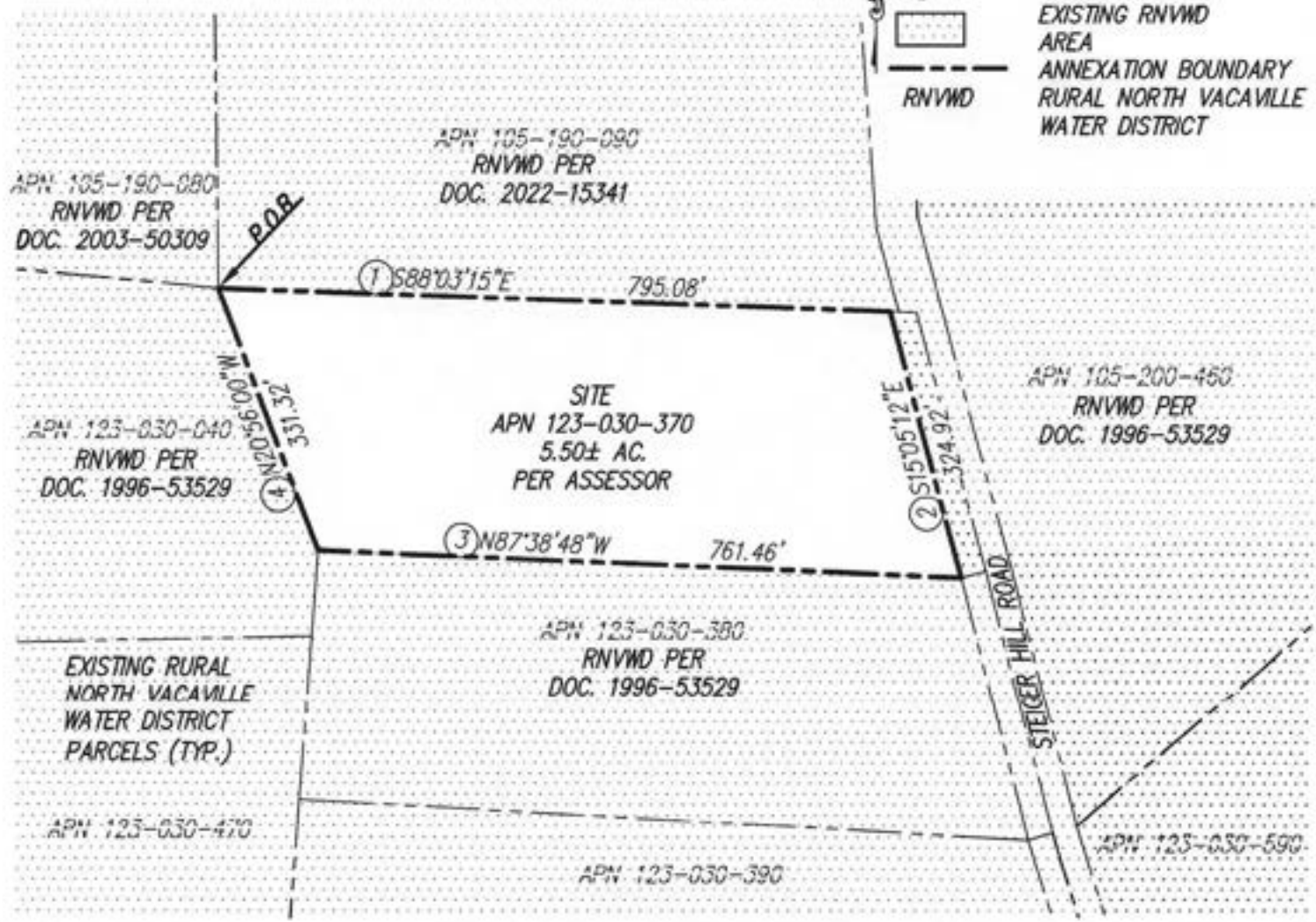


VICINITY MAP

NOT TO SCALE

LEGEND

- P.O.B. POINT OF BEGINNING
- ① COURSE NUMBER
- [Dotted Area] EXISTING RNVWD AREA
- - - ANNEXATION BOUNDARY
- RNVWD RURAL NORTH VACAVILLE WATER DISTRICT



FCE

FOULK CIVIL ENGINEERING, INC.
 Civil Engineering Land Surveying Planning
 4777 Mangels Boulevard, Fairfield, CA 94534
 (707)864-0784 fax (707)864-0793 e-mail: foulkce@gmail.com

LAFCD PROJECT NO. 2022-10, 7055 STEIGER HILL ROAD ANNEXATION TO RNVWD BEING A PORTION OF THE LOS PUTOS RANCHO, SOUTHEAST 1/4 OF PROJECTED SECTION 31 T.7N, R.1W, AND NORTHEAST 1/4 OF PROJECTED SECTION 6 T.6N, R.1W, MDB&M SOLANO COUNTY, CA

SCALE:	1"=200'
DATE:	08/16/22
DWG:	22-023
JOB NO:	22-023
DRAWN BY:	BRD
CHECKED BY:	BOF

TITLE	2022-10_7055 Steiger Hill RNVWD Annexation_signed
FILE NAME	22-023 7055 Steig...nl Pkg 081622.pdf
DOCUMENT ID	b5e9d471e60136eb1a8f8c5a546ffec592741fb9
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History



08 / 25 / 2022
20:31:16 UTC

Sent for signature to Danielle Goshert
(danielle.goshert@countyofnapa.org) from
clove@solanolafco.com
IP: 24.130.220.105



08 / 25 / 2022
20:31:45 UTC

Viewed by Danielle Goshert
(danielle.goshert@countyofnapa.org)
IP: 204.68.242.2



08 / 25 / 2022
20:34:12 UTC

Signed by Danielle Goshert
(danielle.goshert@countyofnapa.org)
IP: 204.68.242.2



08 / 25 / 2022
20:34:12 UTC

The document has been completed.

RESOLUTION 2022-65

**A RESOLUTION OF APPLICATION BY THE
RURAL NORTH VACAVILLE WATER DISTRICT
REQUESTING THE SOLANO LOCAL AGENCY FORMATION COMMISSION TO
INITIATE PROCEEDINGS FOR THE CHANGE OF ORGANIZATION OF TERRITORY**

WHEREAS, the Rural North Vacaville Water District desires to initiate proceedings pursuant to the Cortese-Knox-Hertzberg Act of 2000, commencing with the section 56000 of the California Government Code, for a reorganization which would annex territory to the Rural North Vacaville Water District; and,

WHEREAS, notice of intent to adopt this resolution of application has been given, and this Board has conducted a public hearing based upon this notification; and,

WHEREAS, the principal reasons for the proposed change of organization is to allow for the sale of a domestic water right and service connection as provided for under section 21 of the District Rules and Regulations and this Resolution 2022-65; and,

WHEREAS, no other agency or agencies would be affected by the proposed jurisdictional changes, and,

WHEREAS, the territory proposed for a change of organization is 7055 Steiger Hill Rd APN# 0123-030-370, the landowner Fade, requested and agreed to be annexed to the District; and,

WHEREAS, the District Board of Directors authorizes the preparation of a map and description of the boundaries of the territory known as the Fade property APN# 0123-030-370, 7055 Steiger Hill Rd, Vacaville, CA 95688 to be submitted to LAFCO as part of the District's application; and,

WHEREAS, it is desired to provide that the proposed change of organization be subject to the following terms and conditions: ("None"); and,

WHEREAS, this proposal is consistent with the adopted sphere of influence for the agencies subject to this reorganization; and,

WHEREAS, this Board of Directors certifies that the project is Exempt under Section 15061 (b)(3) of the California Environmental Quality Act (CEQA) and,

NOW, THEREFORE, this Resolution of Application is hereby adopted and approved by the Board of Directors of the Rural North Vacaville Water District, and the Local Agency Formation of Solano County is hereby requested to take proceedings for the annexation of territory as authorized and in the manner provided by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000.

PASSED AND ADOPTED the 24th day of May 2022, By the Board of Directors of the Rural North Vacaville Water District, County of Solano, State of California, by the following vote:

AYES: Chris, Patrick, Elizabeth, Bob, Steven
NOES: none
ABSTAIN: none
ABSENT: none

DocuSigned by:
Chris Calvert
18F03E8E38264BC
Chris Calvert, President
RNVWD Board of Directors

ATTEST: Nancy Veerkamp
Nancy Veerkamp
RNVWD Board Clerk

60

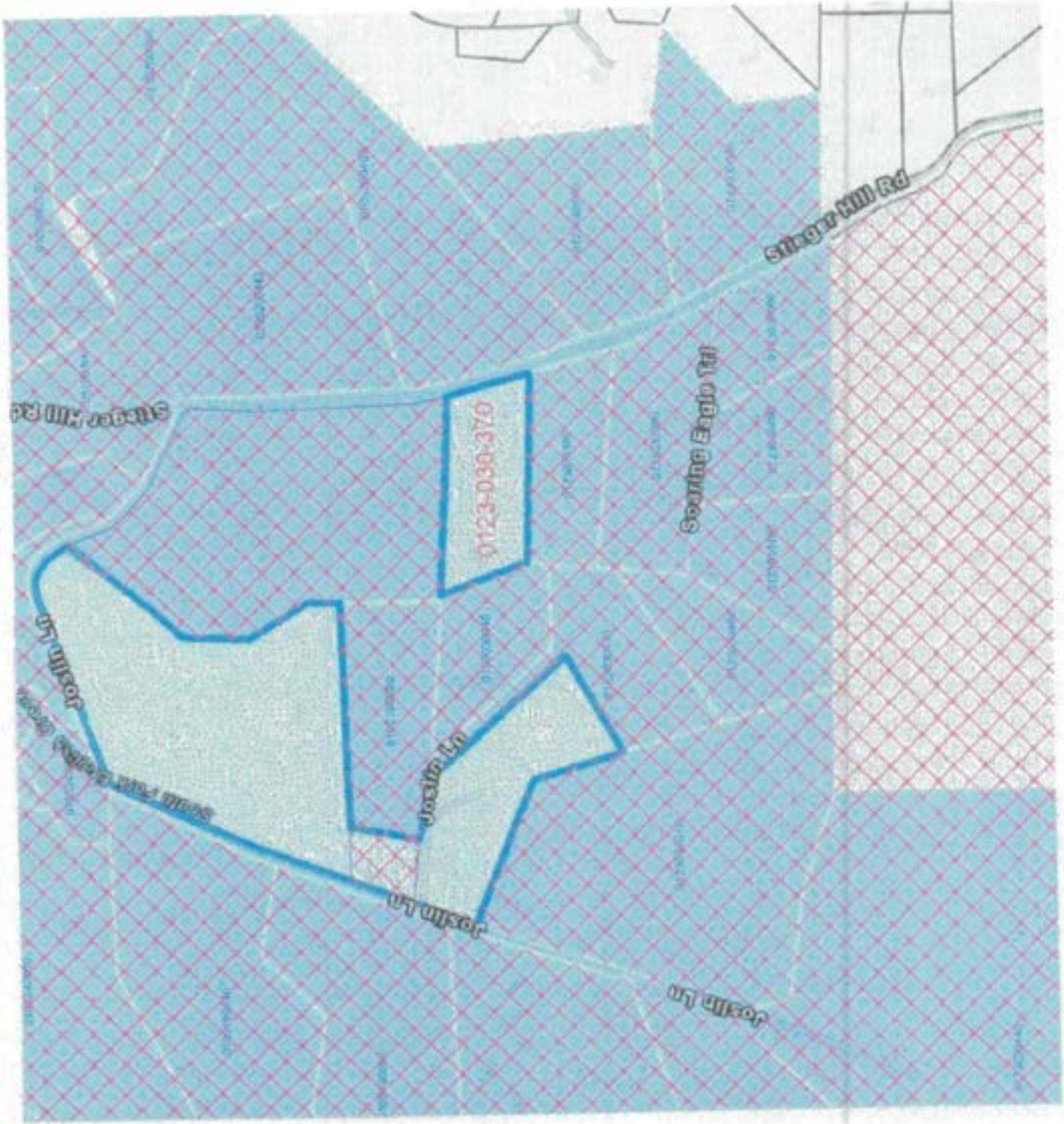
May 2, 2022
Solano LAFCO
675 Texas St Ste. 6700
Fairfield, CA 94533

This letter is to inform your Commission that as the real property owner of APN 0123-030-370, I am in support of the proposed annexation of this property to the Rural North Vacaville Water District.

Sincerely,

Kevin Fade
7055 Steiger Hill Rd
Vacaville, CA 95688
707-344-4291
littleyota@gmail.com

60





RURAL NORTH VACAVILLE WATER DISTRICT

Aug 16, 2022

Rich Seithel Executive Director
Solano LAFCO
675 Texas Street
Fairfield, CA 94533

Subject: Will Serve Confirmation

LAFCO Project Number: Fade Project #2022-10

Annexation Address: APN # 0123-030-370, 7055 Steiger Hill Road, Vacaville 95688

Dear LAFCO:

This **“Will Serve”** letter is written in reference to the above subject property as requested by SoLAFCO. This property is in the RNVWD district sphere of influence. Contingent on annexation approval from SoLAFCO this property owner will purchase a water right from the district reserves. Upon payment of a connection deposit the district will connect to the property to the main with a meter and backflow preventer assembly and will be ready to serve the property.

Please contact the undersigned if you have any questions.

Sincerely,

Gordon Stankowski

General Manager
RNVWD

Email: GM@RNVWD.com
Cell: 707-447-8420

June 27, 2022

Solano LAFCO

675 Texas St Ste. 6700

Fairfield, CA 94533

This letter is to inform your Commission that as the real property owner of APN 0123-030-370, I am in support of the proposed annexation of this property to the Rural North Vacaville Water District.

Sincerely,

DocuSigned by:

A565D3D72C9A4CA...

Kevin Fade

7055 Steiger Hill Rd

Vacaville, CA 95688

707-344-4291

littleyota@gmail.com



State of California - Department of Fish and Wildlife
2022 ENVIRONMENTAL DOCUMENT FILING FEE
CASH RECEIPT
 DFW 753.5a (REV. 01/01/22) Previously DFG 753.5a

Print StartOver Save

RECEIPT NUMBER:
 48 — 06/27/2022 — 136
 STATE CLEARINGHOUSE NUMBER (if applicable)

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY RURAL NORTH VACAVILLE WATER DISTRICT		LEAD AGENCY EMAIL	DATE 06/27/2022
COUNTY/STATE AGENCY OF FILING Solano		DOCUMENT NUMBER 06272022-136	
PROJECT TITLE			

KEVIN FADE (7055 STEIGER HILL ROAD) ANNEXATION TO THE RURAL NORTH VACAVILLE WATER DISTRICT (RNVWD)

PROJECT APPLICANT NAME RURAL NORTH VACAVILLE WATER DISTRICT	PROJECT APPLICANT EMAIL	PHONE NUMBER (707) 447-8420
PROJECT APPLICANT ADDRESS P.O. BOX 5097	CITY VACAVILLE	STATE CA
		ZIP CODE 95696

PROJECT APPLICANT (Check appropriate box)

Local Public Agency
 School District
 Other Special District
 State Agency
 Private Entity

CHECK APPLICABLE FEES:

- Environmental Impact Report (EIR) \$3,539.25 \$ 0.00
- Mitigated/Negative Declaration (MND)(ND) \$2,548.00 \$ 0.00
- Certified Regulatory Program (CRP) document - payment due directly to CDFW \$1,203.25 \$ 0.00
- Exempt from fee
 - Notice of Exemption (attach)
 - CDFW No Effect Determination (attach)
- Fee previously paid (attach previously issued cash receipt copy)
- Water Right Application or Petition Fee (State Water Resources Control Board only) \$850.00 \$ 0.00
- County documentary handling fee \$ 50.00
- Other \$ 0.00

PAYMENT METHOD:

Cash
 Credit
 Check
 Other
 TOTAL RECEIVED \$ 50.00

SIGNATURE X	AGENCY OF FILING PRINTED NAME AND TITLE AIMEE JOHNSON, DEPUTY
-----------------------	---

Check Number: 2662
 Receipt Number: 1066511

Notice of Exemption

Appendix E
FILED

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044
County Clerk
County of: Solano

From: (Public Agency): Rural North Vacaville Water District
P.O. Box 5097
Vacaville, CA 95696

JUN 27 2022

(Address)

Bill Emien, Clerk of the
Board of Supervisors of
the County of Solano,
State of California

Deputy [Signature]

Project Title: Kevin Fade (7055 Steiger Hill Road) Annexation to the Rural North Vacaville Water District (RNVWD)

Project Applicant: Kevin Fade

Project Location - Specific:
APN # 0123-030-370 7055 Steiger Hill Road, Vacaville, CA 95688

Project Location - City: Vacaville Project Location - County: Solano

Description of Nature, Purpose and Beneficiaries of Project:
The property owner desires to have a water connection to the public water supply (RNVWD)

Name of Public Agency Approving Project: Rural North Vacaville Water District

Name of Person or Agency Carrying Out Project: Gordon Stankowski

- Exempt Status: (check one):
- Ministerial (Sec. 21080(b)(1); 15268);
 - Declared Emergency (Sec. 21080(b)(3); 15269(a));
 - Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
 - Categorical Exemption. State type and section number: 15061(b)(3)
 - Statutory Exemptions. State code number: _____

Reasons why project is exempt:
Existing water main adjacent to property. Property currently has an assessment for fire hydrant protection.

Lead Agency
Contact Person: Gordon Stankowski Area Code/Telephone/Extension: 707-447-8420

- If filed by applicant:
1. Attach certified document of exemption finding.
 2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: [Signature] Date: 6/27/22 Title: General Manager

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code. Date Received for filing at OPR: _____
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Document Posted From
06/27/2022 to 08/10/2022
[Signature]
Deputy Clerk of the Board

Revised 2011



MEMORANDUM

TO: RURAL NORTH VACAVILLE WATER DISTRICT
PO BOX 5097
VACAVILLE, CA 95686-5097

DATE: August 10, 2022

FROM: Solano County Board of Supervisors

SUBJECT: Return of Posted Document (s)

Enclosed please find the original copy/copies of the **(1) Document(s)** that have/has been filed and posted in the Board of Supervisors/County Administrator's Office for at least 30 days.

Agenda Item 8.C – Audit Engagement Letter**Solano Local Agency Formation Commission**

675 Texas St. Ste. 6700 • Fairfield, California 94533

(707) 439-3897 • FAX: (707) 438-1788

Staff Report

DATE: October 17, 2022

TO: Local Agency Formation Commission

FROM: Christina Love, Deputy Executive Officer

SUBJECT: **Audit Engagement Letter – Financial Audit of Fiscal Years 2020/21 and 2021/22**

Recommendation:

AUTHORIZE, by simple motion, the Executive Officer to execute a contract with James Marta & Company, LLP for the Commission's financial statements audit of FY 2020/21 and FY 2021/22.

Background:

The Commission schedules financial statement audits on a biennial basis. The last audit covered the fiscal years (FY) ending on June 30, 2019 and 2020. The next audit is due and will cover the fiscal years of June 30, 2021 and 2022.

Discussion:

At the June 13, 2022 hearing for the FY 2022-23 Final Budget, staff suggested the possibility of extending this audit cycle by one year because of workload and staffing, and Commission agreed. However, staff recommends that the audit occur in Fall 2022 because of unexpected delays of a couple of large-scale projects that were anticipated to have been submitted. Staff believes that taking advantage of the delay is an efficient use of time and keeps the audit on schedule.

The last audit was conducted by James Marta & Company, LLP, and staff recommends that the Commission enter into a contract with the same firm for the upcoming audit. The contract totals \$15,950 and was budgeted within the Commission's FY 2022-23 Budget.

Attachment:

Attachment A - Audit Engagement Letter for FY 2020/21 and FY 2021/22

Commissioners

John Vasquez, Chair • Nancy Shopay, Vice-Chair • Ron Rowlett • Harry Price • Jim Spering

Alternate Commissioners

Robert Guerrero • Ron Kott • Mitch Mashburn

Staff

Rich Seithel, Executive Officer • Christina Love, Deputy Executive Officer • Aaron Norman, Analyst II



James Marta & Company LLP
Certified Public Accountants

Accounting ▪ Audit ▪ Consulting ▪ Tax

July 15, 2022

Rich Seithel
Executive Officer
Local Agency Formation Commission of Solano County
675 Texas Street Ste. 6700
Fairfield, CA 94533

To the Board of Directors of Local Agency Formation Commission of Solano County

RE: Engagement Letter for Independent Financial Audit Services

We are pleased to confirm our understanding of the services we are to provide for Local Agency Formation Commission of Solano County related to the June 30, 2021 and 2022 fiscal years.

This letter confirms the services you have asked our firm to perform and the terms under which we have agreed to do that work. Please read this letter carefully because it is important to both our firm and you that you understand what you can and cannot expect from our work. In other words, we want you to know the limitations of the services you have asked us to perform. If you are confused at all by this letter or believe we have misunderstood what you need, please call to discuss this letter before you sign it.

1. OBJECTIVE AND SCOPE OF THE AUDIT

You have requested that we audit the Financial Statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Local Agency Formation Commission of Solano County as of June 30, 2021 and 2022 and for the years then ended and the related notes to the financial statements, which collectively comprise Local Agency Formation Commission of Solano County's basic financial statements and provide assistance with the preparation of the financial statements.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatements whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements.



Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis, Schedule of the Commission's Proportionate Share of the Net Pension Liability, and the Schedule of Pension Contributions be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by Governmental Accounting Standards Board (GASB) who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI.

The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis
- Schedule of Revenues, Expenditures, and Changes in Fund Balance – Budget (Non-GAAP) and Actual
- Schedule of Proportionate Share of Net Pension Liability
- Schedule of Pension Contributions
- Notes to the Required Supplementary Information

We are not aware of any other supplementary information other than RSI that will accompany Local Agency Formation Commission of Solano County's basic financial statements.

2. THE RESPONSIBILITIES OF THE AUDITOR

We will conduct our audit in accordance with applicable auditing standards generally accepted in the United States of America (U.S. GAAS). Applicable standards include:

- The AICPA Audit Guide, Audits of State and Local Government Units, generally accepted auditing standards;
- The California State Controller's Minimum Audit Requirements and Reporting Guidelines for California Special Districts; and
- The United States General Accounting Office (GAO) Government Auditing Standards, Office of Management and Budget (OMB), Audits of States, Local Governments and Nonprofit Organizations.

As part of an audit in accordance with GAAS, we exercise professional judgement and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risk of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit



evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Local Agency Formation Commission of Solano County's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected by our firm, even though our audit is properly planned and performed in accordance with GAAS, Government Auditing Standards, promulgated by the United States Comptroller General; and the Uniform Guidance (2 CFR Section 200), Audits of States, Local Government, and Nonprofit Organization, as applicable.

3. CHARACTER AND LIMITATIONS OF AN AUDIT

The purpose of an audit is to express an opinion as to whether your financial statements are fairly presented, in all material respects in conformity with United States generally accepted accounting principles, and is limited to the period covered by our audit. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement. In the event we must withdraw from the engagement, our fees will be limited to the fees incurred up to the point of withdrawal.

We will also issue a written report on internal control, a report to those charged with governance and a management comment letter (if applicable).

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;



- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

Our audit will be conducted in accordance with generally accepted auditing standards. Those standards require that we initially assess the risk that errors, fraud, irregularities, and illegal acts may cause the financial statements to contain a material misstatement. This is necessary because we do not audit all the transactions and balances in the financial statements, only a selected portion of them, in some cases a very small portion. The costs for us to examine a large portion of them, or all of them of a certain category, or all of them in all categories, would be prohibitive. Consequently, there are risks.

In making this initial assessment, we are required to obtain an understanding of the entity and its environment, including its internal control, sufficient to assess the risks of material misstatement of financial statements and to design appropriate audit procedures. Those considerations mandate your complete cooperation and honesty about your knowledge and understanding of the possibility of the existence of errors, fraud, irregularities and illegal acts. By signing this letter, you agree that you will provide this cooperation and that you will be totally honest with us.

Based on that assessment, the standards require us to design the audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement, whether caused by errors, fraud, irregularities and illegal acts. Accordingly, a material misstatement may remain undetected. While we are required to exercise due care and professional skepticism, since our opinion is based on the concept of reasonable assurance, we are not an insurer and our report does not constitute a guarantee. We will inform you of all matters of fraud that come to our attention. We will also inform you of illegal acts that come to our attention, unless they are clearly inconsequential. We will inform you of any need to extend our procedures because of them and our estimate of their additional cost.

The discovery, subsequent to the date of the auditor's report, that one or more errors, frauds, irregularities, or illegal acts causing the financial statements to contain one or more material misstatements, have occurred does not necessarily mean that our audit was not conducted in accordance with generally accepted auditing standards.



An audit includes obtaining an understanding of internal control sufficient to plan the audit, but is not designed to provide assurance on internal control or to identify significant deficiencies conditions. However, during the audit, if we become aware of such reportable conditions or ways that we believe management practices can be improved, we will communicate them to you in a separate letter.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of certain assets, revenues and expenses by correspondence with selected individuals, legal counsel, creditors, and financial institutions.

In the event that the financial information provided is incomplete or inaccurate, then we will either complete the work at our standard rate, or delay the audit until this information is complete and accurate.

At the conclusion of our audit, we will require you to furnish us a management representation letter confirming, among others, your responsibility for your financial statements and for the design and implementation of program and controls to prevent and detect fraud. This letter is a required audit procedure prior to issuing our report. By signing this engagement letter and furnishing a management representation letter, you agree to indemnify us and hold us harmless for any liability and costs arising from knowing misrepresentations by management.

In accordance with auditing standards generally accepted in the United States of America, we will also issue a written report describing the scope of our testing over internal control over financial reporting, including the results of that testing. However, providing an opinion on internal control and compliance will not be an objective of the audit and, therefore, no such opinion will be expressed.

4. COMPLIANCE WITH LAWS AND REGULATIONS

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Local Agency Formation Commission of Solano County's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

5. MANAGEMENT RESPONSIBILITIES

At the outset, it is imperative that we state the scope of your responsibilities in connection with this engagement:

- a. The financial statements are the responsibility of Local Agency Formation Commission of Solano County's management. As such, management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and



pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

- b. Encompassed in that responsibility is the establishment and maintenance of effective internal control over financial reporting, the establishment and maintenance of proper accounting records, and the selection of appropriate accounting principles.
- c. Management is responsible for the design and implementation of programs and controls to prevent or detect fraud, and for informing us about all known or suspected fraud affecting the organization involving (a) management, (b) individuals who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements.
- d. Management is also responsible for informing us of its knowledge of any allegations of fraud or suspected fraud affecting the organization received in communications from members, regulators, or others. In addition, management is responsible for identifying and ensuring that the entity complies with applicable laws and regulations.
- e. In accordance with the terms and conditions of this agreement, Local Agency Formation Commission of Solano County Management is responsible for:
 - i. Identification of the applicable reporting framework;
 - ii. Preparation and fair presentation of financial statements in accordance with accounting principles generally accepted in the United States of America; and
 - iii. Design, implementation, and maintenance of internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
 - iv. Having appropriate programs and controls in place to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the company that involves management, employees who have significant roles in internal control, and others where fraud could have a material impact on the financial statements. You are also responsible for informing us of your knowledge of any allegations of fraud or suspected fraud affecting the company received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the company complies with the applicable laws and regulations.
 - v. Accuracy and completeness of all data, information and representations provided to us for the purposes of this engagement. Because of the importance of oral and written management representations to the effective performance of our services, Local Agency Formation Commission of Solano County releases and indemnifies our firm and its personnel from any and all claims, liabilities, costs and expenses attributable to any misrepresentation by management and its representatives.
- f. Management is responsible to provide us with:
 - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters;



- ii. Additional information that we may request from management for the purpose of the audit; and
- iii. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We will assist in the preparation of your financial statements, but the responsibility for the financial statements remains with you. You are responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

As part of our engagement, we may propose standard, adjusting, or correcting journal entries to your financial statements. You are responsible for reviewing the entries and understanding the nature of any proposed entries and the impact they have on your financial statements. Further, you are responsible for designating a qualified management-level individual to be responsible and accountable for overseeing these activities.

6. INDEPENDENT CONTRACTOR STATUS

James Marta & Company LLP shall perform the required services as an independent contractor and not as an “officer, employee, or agent” of Local Agency Formation Commission of Solano County. Although Local Agency Formation Commission of Solano County reserves the right to evaluate the quality of the service provided by James Marta & Company LLP, Local Agency Formation Commission of Solano County will not control the means or manner of James Marta & Company LLP’s performance.

7. REPORTING

We will issue a written reports upon completion of our audit of Local Agency Formation Commission of Solano County’s basic financial statements. Our reports will be addressed to the Board of Directors of Local Agency Formation Commission of Solano County. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances is may be necessary for us to modify our opinion, add an emphasis-of-matter paragraph or other-matter paragraph to our auditor’s report, or if necessary, withdraw from the engagement.

8. OTHER STIPULATIONS

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing or review.



If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

9. PROVISIONS OF ENGAGEMENT ADMINISTRATION, TIMING AND FEES

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

We expect to begin our audit in September 2022 and to complete and issue our report no later than November 2022.

Jesse Deol, CPA, ARM is the Engagement Partner for the audit services specified in this letter. His responsibilities include supervising James Marta & Company LLP's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

10. RECORD RETENTION

It is our policy to keep records related to this engagement for seven (7) years. However, James Marta & Company LLP does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

By your signature below, you acknowledge and agree that upon the expiration of the 7-year period, James Marta & Company LLP shall be free to destroy our records related to this engagement.

11. INSURANCE

During the term of this Contract, James Marta & Company LLP shall maintain in force insurance coverage as follows:

- a. Commercial General Liability insurance applicable to the services provided to Local Agency Formation Commission of Solano County, with a combined single limit, or the equivalent, of not less than \$2,000,000 per claim (\$4,000,000 aggregate) for Bodily Injury, Personal Injury, and Property Damage, including contractual liability coverage applicable to the indemnity provided under this contract.
- a. Workers' Compensation insurance: Up to 1,000,000 per claim.
- b. Business Automobile Coverage insurance applicable to the operation of James Marta & Company LLP's trucks or automobiles with a combined single limit of not less than \$2,000,000 per claim for Bodily Injury and Property Damage, including coverage for owned, non-owned, and hired vehicles, as applicable.



- c. Professional Liability insurance: Up to \$1,000,000 per claim and \$2,000,000 aggregate.

Notice of Cancellation or Change. There shall be no cancellation, material change, reduction of limits without 30 days prior written notice from James Marta & Company LLP or its insurer(s) to Local Agency Formation Commission of Solano County.

Certificates of Insurance. As evidence of the insurance coverages required by this contract, James Marta & Company LLP shall provide acceptable insurance certificates to Local Agency Formation Commission of Solano County as soon as practicable upon written request by Local Agency Formation Commission of Solano County. If requested, complete copies of insurance policies, shall be provided to Local Agency Formation Commission of Solano County.

12. ASSUMPTIONS

The fees quoted are based upon several assumptions about the adequacy of the accounting records, the degree of assistance to be provided by your personnel, and current audit and accounting standards.

This fee is based upon the assumption that the closing journal entries will be made and accounting will be finalized and closed before the year end audit fieldwork. If compliance requirements change, or if Local Agency Formation Commission of Solano County is involved in issuing an exempt offering, additional fees and an amended engagement letter may be required. Additional time and billing charges will be charged at our standard hourly rates and costs in the event of the following:

- Account reconciliations are not completed for, (example but not limited to):
 - Cash Accounts
 - Accounts Receivable and Allowance for Doubtful Accounts
 - Inventory
 - Investments
 - Prepaid Expenses
 - Capital Assets and Depreciation
 - Accounts Payable
 - Accrued Expenses
 - Unearned Revenue
 - Deposits
 - Long-Term Liabilities
 - Compensated Absences
 - Prior year equity not in agreement with prior year audit
- Accounting system or account group changes from prior year
- Allocation of expenses not completed
- Allocation of investments not completed
- Allocation of income not completed



- Changes in accounts after beginning of audit work that necessitates additional or redo of audit work.
- Changes or revision of the initial trial balance
- Addition of new activities
 - New funding sources
 - New funds
 - New debt

Whenever possible, we will attempt to use your personnel to assist in the preparation of schedules and analyses of accounts. We understand that your employees will prepare all cash or other confirmations we request and will locate any invoices selected by us for testing. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.

Our initial fee estimate assumes we will receive the aforementioned assistance from your personnel and unexpected circumstances will not be encountered. In the event that the GASB, FASB, AICPA, GAO, OMB, or the State of California issues additional standards or audit procedures that require additional work during the audit period, we will discuss these requirements with you before proceeding further. Before starting the additional work, we will prepare an estimate of the time necessary, as well as the fee for performing the additional work. Our fee for addressing the additional requirements will be at our standard hourly rates for each person involved in the additional work.

In the event we are required to respond to discovery requests, subpoenas, and outside inquiries, we will first obtain your permission unless otherwise required to comply under the law. Our time and expense to comply with such requests will be charged at our standard hour rates in addition to the stated contract.

13. REPORTS

We will provide you with 15 copies of the report. If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

The intended users of the report are the board of directors of Local Agency Formation Commission of Solano County. You agree to be responsible to distribute the reports to those charged with governance and to the appropriate officials of the responsible party.

Reports included in this engagement include:

- Independent Auditor's Report, Financial Statements and associated notes;
- Management Letter including notification of reportable conditions (if necessary);
- Present Audit results to the Audit Committee and to the Board of Directors;
- Report on Internal Control and Compliance and Other Matters;



14. WORKING PAPERS

The audit documentation for this engagement is the property of James Marta & Company LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available pursuant to authority given to any regulator by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of James Marta & Company LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to any regulator. They may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

15. FEES

Our fees for the audit will be:

- \$15,950 for the biennial audit of the fiscal years ending June 30, 2021 and 2022.

We will submit monthly progress billings for our services during the project. Invoices are payable upon presentation. Unpaid fee balances 30 days overdue will bear interest at 18 percent per annum. Payment by Credit Card is subject to a 5% processing fee.

16. INDEMNIFICATION

Pursuant to the contract with James Marta & Company LLP, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

17. TERMINATION

- Either Party may terminate this contract in whole or in part, with 30 days written notice to the other Party.
- In the event of contract termination, Local Agency Formation Commission of Solano County agrees to pay James Marta & Company LLP the fees and expenses incurred prior to such termination.
- Local Agency Formation Commission of Solano County may terminate this contract upon notice to James Marta & Company LLP, or at such later date as Local Agency Formation Commission of Solano County may establish in such notice, if James Marta & Company LLP commits any material breach or default of any covenant, warranty, obligation or agreement under this contract, or fails to perform in a timely manner the services under this contract, and such breach, default, or failure is not cured within 10 business days after delivery of Local Agency Formation Commission of Solano County's notice, or such longer period as Local Agency Formation Commission of Solano County may specify in such notice.



- James Marta & Company LLP may terminate this contract upon 10 days' written notice to Local Agency Formation Commission of Solano County if Local Agency Formation Commission of Solano County fails to pay James Marta & Company LLP pursuant to the terms of this contract and Local Agency Formation Commission of Solano County fails to cure within 30 days after receipt of James Marta & Company LLP written notice, or such longer period as James Marta & Company LLP may specify in such notice.

18. MEDIATION PROVISION

Disputes arising under this agreement (including scope, nature, and quality of services to be performed by us, our fees and other terms of the engagement) shall be submitted to mediation. A competent and impartial third party, acceptable to both parties shall be appointed to mediate, and each disputing party shall pay an equal percentage of the mediator's fees and expenses. No suit or arbitration proceedings shall be commenced under this agreement until at least 60 days after the mediator's first meeting with the involved parties. If the dispute requires litigation, the court shall be authorized to impose all defense costs against any non-prevailing party found not to have participated in the mediation process in good faith.

19. ENGAGEMENT EXECUTION

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our Engagement. Several technical accounting and auditing words and phrases have been used herein. We presume you to understand their meaning or that you will notify us otherwise so that we can furnish appropriate explanations. If you have any questions, please let us know.

Please sign and return the attached copy of this letter to indicate your acknowledgement of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities. This letter will continue in effect until canceled by either party.

Respectfully,

A handwritten signature in black ink that reads 'James Marta & Company LLP'.

James Marta & Company LLP
Certified Public Accountants
Sacramento, California



20. RESPONSE

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Local Agency Formation Commission of Solano County.

Authorized Signature: _____

Name: _____

Title: _____

Date: _____

Agenda Item 8.D – Personnel and Salary Resolution**Solano Local Agency Formation Commission**

675 Texas St. Ste. 6700 • Fairfield, California 94533

(707) 439-3897 • FAX: (707) 438-1788

Staff Report

DATE: October 17, 2022

TO: Local Agency Formation Commission

FROM: Christina Love, Deputy Executive Officer

SUBJECT: **Resolution to Adopt the New Job Classification and Salary for LAFCO Office Administrator/Clerk, and**

Resolution to Amend and Update the Personnel and Salary Resolution to Include the New Office Administrator/Clerk Classification and Incorporate All Other Prior Approved Classifications and Salaries

Recommendation:

RECEIVE the proposed LAFCO Office Administrator/Clerk classification and salary, and the amended and updated Solano LAFCO Personnel and Salary Resolution (Attachment C),

APPROVE the two LAFCO Resolutions by simple motion, and;

DIRECT staff to commence recruitment for the Office Administrator/Clerk position.

Background:

At the February 14, 2022 Commission meeting presentation and discussion of the mid-year report on the FY 2021-22 Budget, the Commission directed staff to budget for the addition of a new office management/clerk position in the creation of the FY 2022-23 Budget and Workplan. Staff crafted the FY 2022-23 Budget and Work Plan to reflect the addition of the fourth position. Commission approved the Proposed Budget on May 2, 2022, and adopted the Final Budget on June 13, 2022 with the funding of the Office Administrator/Clerk position.

This action accomplishes helps to:

- Complete the FY 2022-23 Workplan Task 6 – “To hire an Office/Administrative person” by creating the Office Administrator/Clerk classification and salary.
- Update and revise the Personnel and Salary Resolution by:
 - Adding the new Office Administrator/Clerk position,
 - Incorporating all other prior approved job position descriptions.

Commissioners

John Vasquez, Chair • Nancy Shopay, Vice-Chair • Ron Rowlett • Harry Price • Jim Sperring

Alternate Commissioners

Robert Guerrero • Ron Kott • Mitch Mashburn

Staff

Rich Seithel, Executive Officer • Christina Love, Deputy Executive Officer • Aaron Norman, Analyst II

Agenda Item 8.D – Personnel and Salary Resolution

Discussion:

New Position

LAFCO staffing currently consists of (1) Executive Officer, (1) Deputy Executive Officer, and (1) Analyst [I/II or Senior]. However, during the February discussion about the mid-year review of the FY 2021-22 Budget and Workplan, the Commission acknowledged that the workload on staff is consistently high with many high-profile projects on the horizon. Many of the tasks on the Workplan include large and complex projects, in depth outreach, and ongoing administrative responsibilities. Commission directed staff to fund a fourth position for an office/administrative position. The Commission's current fiscal year budget (FY 2022-23), was adopted with increased funding for a fourth full-time employee (1 FTE).

Staff believes the Officer Administrator/Clerk position is critical in achieving the Workplan tasks through administrative support. Workload is continuing to grow with more complex projects that require extra attention and maintenance. The proposed job description and salary are in Attachment B.

As such, the monthly clerical tasks, standardized filing and processing, updates to administrative policies, and timely clerking tasks have been of a lower priority. Having full-time administrative support will ensure that the timely and accurate processing of tasks is met.

Revised Policy Resolution

Solano LAFCO has an adopted Personnel and Salary Resolution policy (Policy). The Policy is supposed to include the job descriptions and salaries of each position available in Solano LAFCO in Section 9 and Appendices A and B. The revised and amended Policy is Attachment C.

The highlighted parts in the Table of Contents and the sections with red text reflect the addition of the proposed Office Administrator/Clerk classification as well with officially incorporating other prior approved classifications and salaries. Thereby making the Policy a fully updated and completed document.

Attachments:

LAFCO Resolutions

- A. Proposed Office Administrator/Clerk Job Description and Salary
- B. Proposed Personnel and Salary Resolution, Revised October 17, 2022

**Agenda Item 8.D – Personnel and Salary Resolution
Action Item – Proposed Resolution**

LAFCO RESOLUTION NO. 2022-

**RESOLUTION OF THE SOLANO LOCAL AGENCY FORMATION COMMISSION
ADOPTING THE NEW JOB CLASSIFICATION AND SALARY FOR
LAFCO OFFICE ADMINISTRATOR/CLERK**

WHEREAS, the Local Agency Formation Commission (LAFCO) of Solano County is considering updating its Personnel and Salary Resolution Section 9, Appendix A – Salary Schedule, and Appendix B – List of Positions Exempt from Overtime Requirements to include the new LAFCO Office Administrator/Clerk Classification and Salary, and;

WHEREAS, the LAFCO Office Administrator/Clerk Classification is currently funded in the FY 2022-23 Final Budget and Workplan approved at the regular LAFCO Commission meeting held on June 13, 2022, and;

NOW, THEREFORE, BE IT HEREBY DETERMINED AND ORDERED as follows:

1. The LAFCO Office Administration/Clerk Position is created consistent with the Final FY 2022-23 Budget.
2. The salary range for the position is \$25.39 - \$30.86 Hourly.
3. The Executive Officer is directed to commence recruitment.

PASSED AND ADOPTED by the Local Agency Formation Commission of Solano County at a regular meeting, held on the 17th day of October 2022, by the following vote:

-----Signature Blocks on Next Page-----

**Agenda Item 8.D – Personnel and Salary Resolution
Action Item – Proposed Resolution**

AYES:
NOES:
ABSENT:
ABSTAIN:

John Vasquez, Chair
Presiding Officer Solano Local Agency
Formation Commission

ATTEST:

Christina Love, Deputy Executive Officer

Attached:

Exhibit A – LAFCO Office Administrator/Clerk Position

**Agenda Item 8.D – Personnel and Salary Resolution
Action Item – Proposed Resolution**

LAFCO RESOLUTION NO. 2022-

**RESOLUTION OF THE SOLANO LOCAL AGENCY FORMATION COMMISSION
AMENDING AND UPDATING THE PERSONNEL AND SALARY RESOLUTION TO
INCLUDE THE NEW OFFICE ADMINISTRATOR/CLERK CLASSIFICATION AND
INCORPORATE ALL OTHER PRIOR APPROVED CLASSIFICATIONS AND
SALARIES**

WHEREAS, the Local Agency Formation Commission (LAFCO) of Solano County is considering updating its Personnel and Salary Resolution Section 9, Appendix A – Salary Schedule, and Appendix B – List of Positions Exempt from Overtime Requirements to incorporate all approved job classifications and salaries, and;

WHEREAS, the Commission desires to have a comprehensive Personnel and Salary Resolution document and thereby wishes to incorporate all prior approved job classifications and salaries to be incorporated without changes to their descriptions or salaries, and;

NOW, THEREFORE, BE IT HEREBY DETERMINED AND ORDERED as follows:

1. No previously approved Job Classifications or Salaries are changed with this action.
2. This action includes the new LAFCO Office Administrator/Clerk position.
3. The Solano Local Agency Formation Commission Personnel and Salary Resolution (Solano LAFCO PSR) is amended and revised as proposed in Exhibit A to this resolution.

PASSED AND ADOPTED by the Local Agency Formation Commission of Solano County at a regular meeting, held on the 17th day of October 2022, by the following vote:

-----Signature Blocks on Next Page-----

**Agenda Item 8.D – Personnel and Salary Resolution
Action Item – Proposed Resolution**

AYES:
NOES:
ABSENT:
ABSTAIN:

John Vasquez, Chair
Presiding Officer Solano Local Agency
Formation Commission

ATTEST:

Christina Love, Deputy Executive Officer

Attached:

Exhibit A – October 17, 2022 Solano LAFCO PSR

**Agenda Item 8.D – Personnel and Salary Resolution
Attachment A**

LAFCO Office Administrator / Clerk

SALARY RANGE

\$25.39 - \$30.86 Hourly
\$4,401.47 - \$5,316.13 Monthly
\$52,817.64 - \$64,200.12 Annually

DEFINITION:

The LAFCO Officer Administrator/Clerk works under the direction of the Executive Officer, performs a wide range of administrative services in support of Solano Local Agency Formation Commission staff, and other related work as required. This person must be proficient in written and oral communications, including proper grammar, spelling, and punctuation. This person should be able to independently learn and follow directions

GENERAL RESPONSIBILITIES:

Office Tasks

- Maintains office services by organizing office operations and procedures, preparing payroll, controlling correspondence, designing and maintaining internal filing systems, reviewing and approving supply requisitions, and assigning and monitoring clerical functions.
- Assist Executive Officer in all administrative functions of the Commission, conducting research and analysis in support of, project processing, Municipal Services Reviews, Sphere of Influence reviews and special projects. Sort and distribute incoming mail and prepare outgoing mail (envelopes, packages, etc.)
- Undertake basic bookkeeping tasks, track project deposits, process vendor claims and purchasing card statements.
- Project processing from initiation to completion. Follow up with applicants and complete final filing on Commission-approved proposals.
- Perform other office duties as assigned

Clerk Tasks

- Support for all Commission meetings including legal notice, agenda, meeting materials, staff support to Commissioners, preparing minutes and final meeting records in conjunction with Executive Officer.
- Maintain all Commissioner files. (Ethics training, Statement of Economic Interest, etc)

EMPLOYMENT STANDARDS:

To qualify for this position, an individual must possess a combination of education and experience that would likely produce the required knowledge, skills, and abilities as detailed in this position description:

**Agenda Item 8.D – Personnel and Salary Resolution
Attachment A**

Education/Experience:

- Associate degree or Certification with a business management related focus.
- 2 years of office management or administrative experience.

Knowledge of:

Must have strong analytical, communication and interpersonal skills. Five years of office experience preferred.

Must demonstrate expertise in:

- Computers and software programs typically used for data collection, retrieval and analysis, including but not limited to Word, Excel, PowerPoint, and Quick Books.
- Principles and practices relating to budget programs.
- Laws, regulations, and policies applicable to local government and meetings.

**Agenda Item 8.D – Personnel and Salary Resolution
Attachment B**

**Solano Local Agency Formation Commission (LAFCO)
Personnel and Salary Resolution (PSR)
As Proposed October 17, 2022**

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Attachment B**

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Agenda Item 8.D – Personnel and Salary Resolution Attachment B

Division 1. Working Environment

Section 1.1 Introduction to LAFCO

Solano Local Agency Formation Commission (LAFCO) is an independent public agency formed to regulate the boundaries and the creation of cities and special districts through Solano County. As a public agency, LAFCO is responsible for providing a service to all members of the public.

LAFCO has prepared this manual to provide all employees a summary of its policies and benefits. It is not intended to be exhaustive of all employee requirements and regulations.

LAFCO strives to improve its policies, the services that it provides, and positive relations with its employees. All employees are encouraged to bring suggestions for improvements to the attention of the Executive Officer. By working together, LAFCO hopes that it will share with its employees a sincere pride in the services we are providing.

Section 1.2 Authority; Amendment; No Vested Rights

These policies have been adopted by the Commission and are intended to establish enforceable regulations governing LAFCO employees. These policies may be amended by the Commission at any time, and nothing herein is intended to create vested rights in the employees that cannot be modified by the Commission.

Section 1.3 Equal Employment Opportunity Policy

LAFCO believes that all persons are entitled to equal employment opportunity. LAFCO does not discriminate against its employees or applicants because of race, color, religion, sex, pregnancy, national origin, ancestry, age, sexual orientation, marital status, physical or mental disability, medical condition, or any other grounds prohibited by state or federal law. Equal opportunity will be extended in all aspects of the employer-employee relationship, including recruitment, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall, and termination. Employment decisions shall, therefore, comply with all applicable state and federal laws prohibiting discrimination in employment.

Section 1.4 Policy Against Disability Discrimination

LAFCO is committed to complying fully with state and federal disability discrimination laws. No program or activity administered by LAFCO shall exclude from participation, deny benefits to or subject to discrimination any individual based on an individual's actual or perceived disability or based on an individual's association with someone who has an actual or perceived disability.

Agenda Item 8.D – Personnel and Salary Resolution Attachment B

LAFCO is further committed to providing reasonable accommodation to the known physical or mental limitations of an otherwise qualified applicant or employee. If you believe you are a qualified individual with a disability and that you need a reasonable accommodation in order to perform the essential functions of your job, please notify the Executive Officer.

Section 1.5 Policy Against Harassment

LAFCO prohibits and will not tolerate unlawful harassment. This policy applies to all persons involved with LAFCO including employees, applicants, customers or persons providing services pursuant to a contract. This policy prohibits sexual harassment and harassment based on an individual's inclusion in a protected class, such as race, color, religion, national origin, ancestry, sex, age, medical condition, sexual orientation, marital status, citizenship, pregnancy, physical and mental disabilities, veteran or any other consideration made unlawful by federal, state or local laws, including persons perceived to have these characteristics. LAFCO will also take all responsible steps to prevent or eliminate unlawful harassment by non-employees, including customers, clients, and suppliers, who have workplace contact with LAFCO's employees.

Unlawful harassment is generally conduct that: does not relate to the business of LAFCO; has the purpose or effect of interfering with an individual's ability to work, or that creates a hostile, intimidating or abusing work environment; and is directed at an individual because of the individual's inclusion in a protected class.

Conduct prohibited by this policy includes, but is not limited to the following:

- A. Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;
- B. Visual conduct such as derogatory and/or sexually-oriented posters, photography, cartoons, drawing or gestures;
- C. Physical conduct such as assault, unwanted touching, blocking, normal movement or interfering with work because of sex, race or any other protected basis;
- D. Threats, demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss and offers of employment benefits in return for sexual favors.

An employee who believes that he or she has been subjected to any form of prohibited harassment should make a complaint, preferably written, to the Executive Officer or the Chair of the Commission. If the employee is uncomfortable approaching either the Executive Officer or the Chair of the

Agenda Item 8.D – Personnel and Salary Resolution Attachment B

Commission, any other member of management is available to hear their concerns. Managers must report all harassment complaints. Complaints should be specific and should include the names of the individuals involved and names of any witness.

LAFCO will immediately undertake an effective, thorough, and objective investigation and attempt to resolve the situation. LAFCO will maintain confidentiality to the extent possible during the investigation, however, disclosures of certain information to the members of management or as required by law may be necessary. If LAFCO determines that unlawful discrimination has occurred, effective remedial action will be taken commensurate with the severity of the offense up to and including termination.

Appropriate action will also be taken to deter any future harassment.

Employees will not be retaliated against for bringing a complaint in good faith under the Equal Employment Opportunity Policy or the Policy Against Harassment, or for honestly assisting in investigating such a complaint, even if the investigation produces insufficient evidence that there has been a violation, or if the charges cannot be proven. However, disciplinary action may be taken if false or frivolous accusations are made in bad faith.

Section 1.6 Drug and Alcohol Policy

It is LAFCO's desire to provide a drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner.

Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences.

Employees with questions or concerns about substance dependency or abuse are encouraged to use the resources of the Employee Assistance Program. They may also wish to discuss these matters with the Executive Officer to receive assistance or referrals to appropriate resources in the community.

Under the Drug-Free Workplace Act, an employee who performs work for a government contract or grant must notify LAFCO of a criminal conviction for drug-related activity occurring in the workplace. The report must be made within five days of the conviction.

Division 2. Definitions

CONTINUOUS SERVICE – Shall mean employment in a regular position which has not been interrupted by resignation, discharge, layoff, or retirement.

Agenda Item 8.D – Personnel and Salary Resolution Attachment B

TEMPORARY EMPLOYEE – A person who is employed for the purpose of relieving or augmenting regular staff in the accomplishment of work. Employment assignments in this category are typically of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain this status unless and until notified of a change. Time spent in such an appointment shall not constitute a part of the probationary period. While temporary employees receive all legally mandated benefits (workers' compensation insurance), they are ineligible for all of Solano LAFCO's other benefit programs.

REGULAR FULL-TIME EMPLOYEE – An employee who is not in a temporary or part-time status and who is regularly scheduled to work at least forty (40) hours per week or eighty (80) hours a pay period. Generally, they are eligible for Solano LAFCO's benefit package, subject to the terms, conditions, and limitations of each benefit program.

REGULAR PART-TIME EMPLOYEE – An employee who is not in a temporary or full-time status and who is regularly scheduled to work less than forty (40) hours per week or eighty (80) hours a pay period. Generally, they are eligible for Solano LAFCO's benefit package, subject to the terms, conditions, and limitations of each benefit program.

SPOUSE – As used herein shall mean the legally married spouse or registered domestic partner of the employee.

Division 3. Terms and Conditions of Employment

Section 3.1 Hiring Policy and Procedure

- A. Each vacancy is announced simultaneously for internal and external recruitment.
- B. For positions under direction of the Executive Officer, the Executive Officer shall conduct the screening process, interview applicants, choose the top candidates for an open position, check references of the top candidates, and select the individual for the position.
- C. For positions which report directly to the Commission (e.g., the Executive Officer), the Commission shall have exclusive authority to conduct the selection process as it deems appropriate.
- D. The Executive Officer shall not appoint a member of his or her immediate family, nor shall he or she appoint or assign any employee to directly or indirectly supervise a member of the employee's immediate family.

**Agenda Item 8.D – Personnel and Salary Resolution
Attachment B**

Section 3.2 At-Will Employment

- A. All employees of LAFCO are at-will employees and may be terminated at any time without cause and without any formal procedure.
- B. The Executive Officer shall serve at the will of the Commission subject to the conditions of applicable contracts. Employees shall serve at the will of the Executive Officer as provided by state law.

Section 3.3 Separation from Service

- A. RESIGNATION
An employee who wishes to resign his/her employment in good standing must submit the resignation in writing to his/her supervisor two weeks prior to the planned separation date. A resignation becomes final when accepted by the Executive Officer or Chairperson. Once a resignation has been accepted by the Executive Officer or Chairperson, it cannot be withdrawn without the concurrence of the Executive Officer or Chairperson.
- B. JOB ABANDONMENT
An employee is deemed to have resigned if the employee is absent from work without prior authorization and without notification during the period of the absence. Regular employees will be sent a notice of intent to terminate, an opportunity to respond, and final notice of termination for job abandonment. 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 has any right to evidentiary appeal for separation due to job abandonment.
- C. TERMINATION; REDUCTION IN HOURS
 - (i) An employee may be terminated at any time, with or without cause, and with or without advance notice. Prior to any action to terminate an employee, the Executive Officer shall consult with the Commission in closed session to seek advice and direction.
 - (ii) If LAFCO determines that a reduction in the work force expense is warranted, all recruitment/hiring will be frozen; employees will be invited and permitted to request a voluntary reduction in their hours or days of work; LAFCO will consider any request for time off without pay; and employees will be encouraged to take accrued vacation time off. If a voluntary reduction in employees' hours is not sufficient to meet LAFCO's needs and objectives, LAFCO may implement an involuntary reduction in hours or days off work. Such reductions will be

Agenda Item 8.D – Personnel and Salary Resolution Attachment B

administered to maximize productivity and efficiency and can be made on a temporary, indefinite or permanent basis

D. SEPARATION PROCEDURE

- (i) Upon termination, the employee shall promptly return any employer property such as office keys, cell phone, laptop computer etc. that the employee may have in his or her possession.
- (ii) LAFCO will calculate pay to time of separation, any accrued vacation, administrative leave and compensatory time off and issue a check in accordance with State Law after separation.
- (iii) The date of termination of employment shall be considered as the date certified by the Executive Officer as the last day worked, or the last day in an authorized leave without pay status, and shall not include the equivalent time involved in any vacation payoff made at the time of termination.

Section 3.4 Incompatible Activities

LAFCO employees shall not engage in any activity, which constitutes a conflict of interest due to the nature, conditions, or some other aspect of the activity. An employee may not engage in political activities during working hours nor use his or her office to promote propose or contribute to any political cause or candidate. Any officer or employee wishing to engage in any occupation or outside activity for compensation shall inform the Executive Officer or when appropriate the Commission, in advance, of the nature of such activity. It shall be the responsibility of the Executive Officer to ensure that employees do not engage in any activity which constitutes a conflict of interest.

Section 3.5 Work Schedules

The base work schedule for all regular full time employees is 8 hours a day, 5 days a week. Flexible scheduling and alternative work arrangements are available in some cases to allow employees to vary their starting and ending times each day within reasonable limits. Flextime may be possible if a mutually workable schedule can be negotiated with the Executive Officer. However, such issues as staffing needs, the employee's performance, and the nature of the job will be considered before approval of flextime. Employees should consult the Executive Officer to request participation in the flextime program.

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Section 3.6 Employee's Duty to Notify of Late Arrival or Absence

An employee who is unexpectedly unable to report for work as scheduled must notify his or her immediate supervisor no later than the scheduled work time and report the expected time or duration of any late arrival or absence. If the employee's immediate supervisor is not available, the employee must notify the department head or another supervisor. An employee who fails to timely notify the supervisor of absences, or who is not present and ready to work during all scheduled work times will be deemed to have an unauthorized tardy or absence.

Section 3.7 Excessive Tardiness/Absenteeism

Excessive tardiness occurs when an employee is late to work or returning from breaks more than three times during any 30-day period. Excessive absenteeism occurs when the number of unprotected absences (absences due to other than leaves authorized by state or federal law) exceeds 3 days in any three-month period. Excessive tardiness or absenteeism will be grounds for discipline, up to and including termination. Abuse of, or misrepresentation of any form of accrued or unpaid leave time will be grounds for discipline, up to and including termination.

Section 3.8 Rest Periods

- A. Employees may take one 15 minute rest period for each four (4) hours worked. Usually breaks are scheduled mid-morning and mid-afternoon and are counted as time worked. If the employee does not take a break, it is waived.
- B. The normal lunch break is at least 1/2 an hour. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.
- C. Employees are encouraged to take rest periods for ergonomic considerations and the avoidance of repetitive movement injuries.

Section 3.9 Workers' Compensation and State Disability Insurance

- A. In accordance with the California Labor Code, LAFCO provides all statutory workers' compensation benefits for LAFCO employees who sustain work-related injuries or illnesses. Pursuant to Labor Code 3700 et seq., any employee claiming a work-related injury shall as soon as possible notify the Executive Officer and the Executive Officer shall notify the Chairperson as soon as possible of the injury and a written report shall be prepared. Employees may be required to submit to an independent medical evaluation to determine the extent of their disability as may be required by LAFCO's workers' compensation insurance carrier.

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- B. In lieu of the statutory three (3) day waiting period for temporary disability payments pursuant to Labor Code 4652, whenever an employee is compelled by direction of a physician to be absent from duty due to an injury or illness determined to be work-related by LAFCO, the employee shall receive full compensation for his/her scheduled work days and paid holidays falling during the first three (3) days of such absence. Thereafter, accrued leave shall be integrated with workers' compensation temporary disability benefits pursuant to Section I, below.
- C. In the event that LAFCO is unable to determine if the injury or illness is work-related, the employee shall use sick leave and upon exhaustion of sick leave may utilize any other accumulated leave benefits. If the injury or illness is determined to be work-related, leave benefits will be restored in accordance with Section B, above. Thereafter, accrued leave shall be integrated with workers' compensation temporary disability benefits pursuant to Section I, below.
- D. In the event of a disability which is non-industrial or where industrial causation has yet to be determined, employees shall make timely application for State Disability Insurance temporary disability benefits.
- E. LAFCO will continue to pay the employer share of the monthly premium for medical, vision, dental, and life insurance coverage on behalf of a qualified regular full or part-time employee who is receiving State Disability Insurance for the period of time that he/she has leave accruals to integrate or for the period of time he/she is on approved FMLA leave, whichever is longer.
- F. Sick leave and vacation shall accrue during any pay period in which the employee is receiving workers' compensation temporary disability benefits.
- G. Employees receiving State Disability Benefits will not accrue sick or annual leave during any pay period in which the employee does not have sufficient leave accruals to fully integrate such leave accruals to achieve 100% integration. In the case of an employee who is working less than his/her position allocation while collecting State Disability Benefits, the employee will continue to earn prorated accruals based on actual hours worked.
- H. In accordance with Division 4, Section 3, sick leave may be used for any appointments due to a work-related injury or illness. Up to two (2) hours paid LAFCO time-off may be used to attend repeat medical appointments due to a work related injury or illness. Sick leave may be used for medical appointments due to work related injuries beyond two (2) hours.

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- I. Service credit as provided in this Resolution toward longevity compensation and seniority shall not be affected by any pay period during which an employee received both LAFCO paid leave and temporary disability benefits from workers' compensation.

- J. Workers' compensation temporary disability and State Disability Insurance temporary disability benefits shall be integrated with accrued leave as follows:
 - (i) Employees must promptly inform the Executive Officer or his/her designee of their worker's compensation temporary disability benefit amount and provide documentation of receipt for which he/she is eligible.
 - (ii) Employees must promptly inform the Executive Officer or his/her designee (when appropriate) of their State Disability benefit amount and provide documentation of receipt for which he/she is eligible. State Disability Insurance integration is not retroactive beyond one pay period.
 - (iii) Employee's pay, including leave accruals and workers' compensation temporary disability or State Disability Insurance temporary disability benefits shall not exceed the employee's regular gross pay. Gross pay is made up of regular base pay and longevity compensation as applicable. Employees must integrate all required leave to equal 100% of their full time equivalent position.
 - (iv) Upon exhaustion of sick leave, other accumulated leave will be integrated with the weekly Workers' Compensation temporary disability or State Disability Insurance temporary disability benefits.

Section 3.10 Computer and E-Mail Usage

Computers, computer files, the email system, and software furnished to employees are LAFCO property intended for business use. Employees should not use a password, access a file, or retrieve any stored communication without authorization. Employees can have no expectation of privacy in any documents or materials in these systems. LAFCO reserves the right to access all systems and to monitor use of these systems.

LAFCO strives to maintain a workplace free of harassment and sensitive to the diversity of its employees. Therefore, LAFCO prohibits the use of computers and the email system in ways that are disruptive, offensive to others, or harmful to morale.

For example, the display or transmission of sexually explicit images, messages, and cartoons is not allowed. Other such misuse includes, but is not limited to, ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassment or showing disrespect for others.

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Email may not be used to solicit others for commercial ventures, religious or political causes, outside organizations, or other non-business matters. Internet access is for business and related professional use.

LAFCO purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, LAFCO does not have the right to reproduce such software for use on more than one computer.

Employees may only use software on local area networks or on multiple machines according to the software license agreement. LAFCO prohibits the illegal duplication of software and its related documentation.

Employees should notify the Executive Officer upon learning of violations of this policy. Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment.

LAFCO-owned computers, with the exception of laptops designated for remote use, shall not be removed from the premises. Use of the LAFCO laptops, projector or any other equipment must be authorized in advance by the Executive Officer.

Division 4. Employee Benefits

Section 4.1 Holidays

- A. Only regular and part time employees are eligible for paid holidays.
- B. A new employee, whose first working day is the day after a paid holiday, shall not be paid for that holiday.
- C. Employees terminating employment for reasons other than LAFCO retirement and whose last day as a paid employee is the day before a holiday shall not be paid for that holiday.
- D. Employees terminating employment for reasons other than LAFCO retirement may not use vacation leave, sick leave or comp time on the day after a holiday if the last working day is before the holiday. A holiday shall not be used as the date of termination (e.g., January 1st) in order to be paid for that holiday.
- E. Employees on a leave of absence without pay for both the regularly scheduled working day before a holiday and the regularly scheduled working day after a holiday shall not be paid for that holiday.

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- F. Part-time employees are eligible for paid holidays on a pro-rata basis as hours worked relates to forty (40) hours.
- G. When a paid holiday falls on a Saturday, the preceding Friday is a paid holiday. When a paid holiday falls on a Sunday, the Monday following is a paid holiday.

H. Holidays

Fixed Holidays Include:

January 1 st	New Years Day
Third Monday in January	Martin Luther King Jr.'s Birthday
February 12 th	Lincoln's Birthday
Third Monday in February	Washington's Birthday
Last Monday in May	Memorial Day
July 4 th	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11 th	Veterans' Day
Thanksgiving Day	Traditional
Day after Thanksgiving	Day after Thanksgiving
December 25 th	Christmas Day

Section 4.2 Vacation

- A. Every employee, with the exception of the Executive Officer as outlined below, in a full-time regular position shall receive vacation benefit for each pay period of continuous service according to the following schedule:

Pay Periods of Continuous Service	Vacation Credits per Pay Period of Continuous Service	Maximum Earnable Vacation Accrual
0 through 78 pay periods	3.08 hours	160 hours
79 through 259 pay periods	4.62 hours	240 hours
Over 260 pay periods	6.16 hours	320 hours

Vacation accrual shall date from the first of the pay period following the pay period in which the employee commenced such continuous service. If such commencement date was the first working day of the pay period, vacation accrual shall start from such commencement date. Vacation accrual is credited at the end of each pay period and may be taken in the following pay period.

- B. Every employee in a part-time position shall receive vacation benefits and maximum earnable vacation accrual in the same ratio to the vacation benefits received by an employee in a full-time position with like pay

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periods of consecutive service, as the number of hours in the part-time work schedule is to the numbers of hours in the full-time work schedule.

- C. The Executive Officer shall receive vacation benefits of 6.16 hours per pay period to a maximum accrual of 440 hours. In the event the Executive Officer is employed on a less than full time basis, he or she shall receive vacation benefits on a pro rata basis, proportional to their authorized hours, to a maximum accrual of 440 hours.
- D. Vacation time taken shall not be counted as time worked for the purposes of overtime compensation. Absence without pay for more than sixteen (16) working hours in a pay period shall cause the pay period's service not to be counted toward earning vacation credit.
- E. Employees who are terminating their employment for reasons other than paid LAFCO retirement shall not use vacation time to extend their termination date (e.g., requesting vacation time to begin 3-7 and the actual termination date to be 3-13, etc.).
- F. Any person separating from LAFCO who has not taken his/her earned vacation, if any, shall receive the hourly equivalent of his/her salary for each hour of earned vacation, up to the end of the last full pay period worked, based on the pay rate in effect for each person on the last day actually worked. Such payment shall be to the nearest one tenth of an hour. Employees terminating from LAFCO service prior to becoming eligible to take earned vacation credit shall be paid for earned (accrued) vacation. For the purposes of this section, sick leave and compensatory time off with pay shall be counted as days worked. When separation is caused by death of an employee, payment shall be made to the estate of such employee, or in applicable cases, as provided by Section 630 of the Probate Code.
- G. An employee who has accumulated the maximum accrual for his/her years of service (160/240/320/440) hours and who has taken eighty (80) hours of vacation within the previous 26 pay periods, may request payment for up to forty (40) hours of vacation pay by submitting a written request for payment to the Executive Officer or when appropriate the Chairperson. Only one such request may be made or paid during any 12 calendar month period.

Section 4.3 Sick Leave

- A. Every employee holding a full time position shall accrue 3.70 working hours sick leave with pay for each pay period of service; except, that no employee shall earn sick leave credit during a pay period in which he/she is absent without authorization or in which he/she is absent without pay for more than sixteen (16) working hours. During that pay period in which a leave of absence without pay is granted for two (2) days or less, the employee shall

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accrue sick leave with pay in proportion to the relationship the time worked during that pay period bears to eighty (80) hours. It shall be computed to the nearest hundred of an hour. If unpaid leave exceeds 16 hours in any pay period, no sick leave will be accrued by the employee for that period. Sick leave accrual is credit at the end of each pay period and may be taken in the following pay period.

- B. Every employee holding a part-time position shall accrue sick leave with pay in proportions to the relationship his/her basic workweek bears to forty (40) hours.

No such employee shall earn sick leave credit during a pay period in which he/she is absent without pay more than fifteen (15) percent of the regularly scheduled working hours for the position .

- C. Temporary employees shall not accrue sick leave.

- D. An employee who enters the service of LAFCO in a regular or limited-term position shall begin earning sick leave dating from the first of the pay period following the pay period in which the employee commenced such continuous service, unless such commencement date was the first working day of a pay period, in which case, the first day of sick leave accrual shall date from the first of the pay period in which the service began

- E. Sick leave may be applied to absence caused by illness, injury, pre-natal care or pregnancy of an employee. Sick leave may be used during pregnancy when the employee's physician certifies that, due to her pregnancy, she is no longer able to perform the duties of her position. The employee shall be required to furnish, at intervals to be determined by the Executive Officer, a certificate from her physician to the effect that, due to her pregnancy, she is physically unable to perform the duties of her position. Sick leave may be used for medical, dental or vision appointments when absence during working hours for this purpose is authorized by the Executive Officer. In any instance involving use of a fraction of a day's sick leave, the amount charged to the employee's sick leave account shall be to the nearest one tenth of an hour. The Executive Officer shall be responsible for the control of abuse of the sick leave privilege. The employee may be required to furnish a certificate issued by a licensed physician or nurse or other satisfactory evidence of illness to the Executive Officer.

- F. Sick leave may be utilized by an employee for the care or attendance of ill or injured members of his/her family, up to a maximum of eighty (80) hours annually.

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- G. Sick leave shall not be used in lieu of vacation, but vacation or administrative leave may be used in lieu of sick leave, after accrued sick leave has been exhausted.
- H. No payment shall be made to any employee for unused sick leave accumulated to his/her credit at the time of termination of employment, except as set forth in I below. Termination of an employee's continuous service, except by reason of temporary layoff for lack of work or funds, shall cancel all sick leave accrued to the time of such termination, regardless of whether or not such person subsequently re-enters employment.
- I. When an employee terminates for reasons of regular or disability retirement or death, an amount equal to the dollar value of the employee's accumulated unused sick leave shall be contributed to a Retirement Health Savings Account to assist in payment of retiree medical expenses in accordance with LAFCO policy.
- J. For the purposes of this Section, a member of the immediate family is construed to mean the mother, father, spouse, son, daughter, brother or sister of the employee or the minor child for whom the employee has legal custody.
- K. Hospitalization of a member of the immediate family is a valid reason for sick leave under the following conditions:
 - (i) A day's absence may be authorized for the employee to be at the hospital on the day of an operation, on the day of a birth of his child or in the event of a critical illness of a member of the immediate family. Absences for these reasons for more than one day may be authorized on sick leave only if a doctor provides a written statement that the employee's presence, away from work, is required.
- L. The Auditor-Controller shall maintain sick leave records of all personnel. The Executive Officer or his/her designee shall report the absences of his/her employees for approved sick leave during the pay period concerned.

Section 4.4 Family and Medical Leave

- A. STATEMENT OF POLICY
 - (i) To the extent not already provided for under current leave policies and provisions, LAFCO will provide family and medical care leave for eligible employees as required by state and federal law. The following provisions set forth certain of the rights and obligations with respect to

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such leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 (FMLA), and the regulations of the California Family Rights Act (CFRA). Unless otherwise provided by this article, “Leave” under this article shall mean leave pursuant to the FMLA and CFRA.

B. DEFINITIONS

- (i) “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.
- (ii) “Child” means a child under the age of 18 years of age, or 18 years of age or older who is incapable of self care because of a mental or physical disability. An employee’s child is one for whom the employee has actual day-to-day responsibility for care and includes, a biological, adopted, foster or step-child, legal ward, or a child of a person standing in loco parentis.

A child is “incapable of self care” if he/she requires active assistance or supervision to provide daily self care in three or more of the activities of daily living or instrumental activities of daily living □ such as, caring for grooming and hygiene, bathing, dressing and eating, cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, etc.

- (iii) “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.
- (iv) “Spouse” means a husband or wife as defined or recognized under California State law for purposes of marriage or registered domestic partner as defined in Family Code section 297 et seq.
- (v) “Serious health condition” means an illness, injury, impairment, or physical or mental condition that involves:
 - 1) “Inpatient Care” (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (i.e., inability to work, or perform other regular daily activities due to the serious health condition, treatment involved, or recovery therefrom); or

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- 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 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.
 - (iii) Any period of incapacity due to pregnancy or for prenatal care. (Note: This entitles the employee to FMLA leave, but not CFRA leave. Under California law, an employee disabled by pregnancy is entitled to pregnancy disability leave.)
 - (vi) Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:
 - 1) 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;
 - 2) Continues over an extended period of time (including recurring episodes of a single underlying condition); and

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- 3) 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.
 - 4) A period of incapacity which 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, a health care provider.
 - 5) 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.
- (vii) “Health Care Provider” means:
- 1) A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by 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, who 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

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existence of a serious health condition to substantiate a claim for benefits.

C. REASONS FOR LEAVE

Leave is only permitted for the following reasons:

- (i) The birth of a child or to care for a newborn of an employee;
- (ii) The placement of a child with an employee in connection with the adoption or foster care of a child;
- (iii) Leave to care for a child, parent, spouse or domestic partner who has a serious health condition; or
- (iv) Leave because of a serious health condition that makes the employee unable to perform the functions of his/her position.

D. EMPLOYEES ELIGIBLE FOR LEAVE

An employee is eligible for leave if the employee:

- (i) Has been employed for at least 12 months; and
- (ii) Has been employed for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

E. AMOUNT OF LEAVE

Eligible employees are entitled to a total of 12 workweeks of leave during any 12-month period.

(i) Minimum Duration of Leave

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 bonding with a newborn for at least one day, but less than two weeks duration on any two occasions.

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, the notice

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and medical certification provisions of this policy must be complied with.

(ii) Spouses or Domestic Partners Both Employed by LAFCO

In any case in which a husband and wife both, or domestic partners, are employed by the LAFCO are entitled to leave, the aggregate number of workweeks of leave to which both may be entitled may be limited to 12 workweeks during any 12-month period if leave is taken for the birth or placement for adoption or foster care of the employees' child (i.e., bonding leave). This limitation does not apply to any other type of leave under this policy.

F. EMPLOYEE BENEFITS WHILE ON LEAVE

- (i) Leave under this policy is unpaid. While on leave, employees will continue to be covered by LAFCO's group health insurance to the same extent that coverage is provided while the employee is on the job.
- (ii) Employees may make the appropriate contributions for continued coverage under the preceding non-health benefit plans by payroll deductions or direct payments made to these plans. Depending on the particular plan, LAFCO will inform the employee whether the premiums should be paid to the carrier or to LAFCO. Coverage on a particular plan may be dropped if an employee is more than 30 days late in making a premium payment. However, the employee will receive notice at least 15 days before coverage is to cease, advising that he/she will be dropped if the premium payment is not paid by a certain date. Employee contribution rates are subject to any change in rates that occurs while the employee is on leave.
- (iii) 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. LAFCO shall have the right to recover premiums through deduction from any sums due LAFCO (e.g. unpaid wages, vacation pay, etc.)

G. SUBSTITUTION OF PAID ACCRUED LEAVES

While on leave under this policy, as set forth herein, an employee may elect to concurrently use paid accrued leaves. Similarly, the LAFCO may require an

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employee to concurrently use paid accrued leaves after requesting FMLA and/or CFRA leave, and may also require an employee to use Family and Medical Care Leave concurrently with a non-FMLA/CFRA leave which is FMLA/CFRA-qualifying.

- (i) Employee's Right To Use Paid Accrued Leaves Concurrently With Family Leave - Where an employee has earned or accrued paid vacation, or compensatory time, that paid leave may be substituted for all or part of any (otherwise) unpaid leave under this policy.
- (ii) As for sick leave, an employee is entitled to use sick leave concurrently with leave under this policy if:
 - 1) The leave is for the employee's own serious health condition; or
 - 2) The leave is needed to care for a parent, spouse, domestic partner or child with a serious health condition, and would be permitted as sick leave under the LAFCO's sick leave policy.
- (iii) LAFCO's Right To Require An Employee To Use Paid Leave When Using FMLA/CFRA Leave - Employees must exhaust their accrued vacation, administrative and sick leaves concurrently with FMLA/CFRA leave with one exception:
 - 1) Employees will only be required to use sick leave concurrently with FMLA/CFRA leave if the leave is for the employee's own serious health condition.
- (iv) The 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 reason which is FMLA/CFRA qualifying, the LAFCO may designate that non-FMLA/CFRA leave as running concurrently with the employee's 12-week FMLA/CFRA leave entitlement.

H. MEDICAL CERTIFICATION

Employees who request leave for their own serious health condition or to care for a child, parent, spouse or domestic partner who has a serious health condition must provide written certification from the health care provider of the individual requiring care if requested by LAFCO.

- I. If the leave is requested because of the employee's own serious health condition, the certification must include a statement that the employee is unable to work at all or is unable to perform the essential functions of his/her position.

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(i) Time to Provide a Certification

When an employee's leave is foreseeable and at least 30 days notice has been provided, if a medical certification is requested, the employee must provide the requested 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.

(ii) 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.

However, if an employee fails to provide a medical certification within the time frame established by this policy, LAFCO may delay the taking of FMLA/CFRA leave until the required certification is provided.

J. 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 notice as possible of their need for leave. 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 date(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. Such notice may be orally given. If LAFCO determines that an employee's notice is inadequate or the employee knew about the requested leave in advance of the request, LAFCO may delay the granting of the leave until it can, in its discretion, adequately cover the position with a substitute.

Section 4.5 Bereavement Leave

Employees shall be entitled to a bereavement leave, not chargeable to vacation or sick leave, in the event of the death of one of the following members of the employee's family:

- natural, step, adoptive parents and grandparents of the employee;
- natural, step, adopted children and grandchildren of the employee;
- natural and step brothers and sisters of the employee;
- present spouse of the employee;

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- ex-spouse who is a natural or adoptive parent of a minor child in the custody of the employee;
- natural and adopted brothers and sisters of the employee's spouse;
- present spouses of the employee's natural and adopted brothers and sisters;
- son-in-law and daughter-in-law of the employee.

Such leave shall be a maximum of forty (40) hours within ten (10) consecutive calendar days, whether services are within the State or outside the State of California. Leave benefits will be prorated for part-time employees based upon the number of hours worked (for example, a halftime employee has a maximum of twenty (20) hours). Employees desiring more time off under these circumstance may request vacation or other appropriate leaves which may or may not granted at the sole discretion of the Executive Officer when appropriate, the Chairperson. LAFCO may require an affected employee to submit proof of qualifying relationship in order to be eligible for bereavement leave.

Section 4.6 Leave of Absence Without Pay

- A. A leave of absence may be granted only to an employee upon the exhaustion of all other appropriate leave balances and the employee must have a satisfactory employment record. The Executive Officer or Commission may authorize a leave of absence for an employee without pay for a period of time not to exceed thirty (30) calendar days. Additional leave may be granted but only if authorized by the Commission
- B. A leave of absence request shall normally be initiated by the employee, but may be initiated by the Executive Officer.
- C. Neither leave accruals nor benefits shall accrue while an employee is on leave of absence without pay, except as required under the Federal Family and Medical Leave Act.
- D. Immediately prior to or at the time of return from leave of absence to active duty the employee may be required by the Executive Officer to submit a statement from his/her physician certifying as to his/her physical and/or mental ability to resume the duties of his/her position.
- E. Whenever an employee has been granted a leave without pay and desires to return before expiration of such leave, the Executive Officer or when appropriate the Chairperson may require that reasonable notice not in excess of fifteen (15) calendar days be given.
- F. A leave of absence may be revoked by the Executive Officer or when appropriate the Chairperson upon evidence that the cause for granting leave was misrepresented or has ceased to exist.
- G. Failure to return at the expiration date of leave of absence or being absent without leave shall be considered as an automatic resignation. Such a resignation may be rescinded by the Executive Officer or when appropriate the

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Chairperson if the employee presents satisfactory reasons his/her absence within three (3) days of the date his/her automatic resignation became effective.

- H. A leave of absence without pay may be granted for any of the following reasons:
- (i) Illness or disability
 - (ii) Pregnancy or Childbirth
 - (iii) To take a course of study which will increase the employee's usefulness on return to his/her position.
 - (iv) For reasons acceptable to the Executive Officer or when appropriate to the Commission.
 - (v) Illness of a family member or other qualifying criteria under the Federal Family and Medical Leave Act.

Section 4.7 Jury Duty

Any employee ordered to appear as a witness in court other than as a litigant, to serve on a jury or to respond to an official order from another governmental jurisdiction for reasons not brought about through the misconduct of the employee shall be entitled to his/her regular pay provided the employee deposits fees received for such services, exclusive of mileage, with LAFCO's treasurer within thirty (30) calendar days after his/her excused absence for such duty. Requests for Jury Duty leave should be made by presenting the official court summons to the Executive Officer as soon as possible after receipt. Verification of time release for jury duty is required.

Employees are expected to report for work whenever the court schedule permits, including any remaining parts of a normally scheduled workday. Jury Duty is not considered as time worked for overtime compensation purposes.

Section 4.8 Insurance and Service Plans

- A. **Medical Insurance**
Employees in regular or limited term positions have the option of becoming members of the Public Employees' Medical and Hospital Care Act ("PEMHCA" or "PERS Health") insurance program. LAFCO's monthly contribution to provide health insurance benefits for the individual employee and the employee's eligible dependents shall be adjusted in accordance with the Minimum Employer Contribution ("MEC") established by PEMHCA.
- B. **Retiree Medical Insurance**
All employees who have concurrently retired from LAFCO and from the California Public Employees' Retirement System ("PERS") may participate in the PERS Health insurance program at their own expense. LAFCO shall contribute the Minimum Employer Contribution ("MEC") established by PERS.

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LAFCO's contribution toward the cafeteria plan shall be set at 75% of the 2014 PEMHCA Bay Area Kaiser Permanente family rate minus the PEMHCA MEC. Effective with coverage effective January 1, 2015, LAFCO's contribution toward the health plan shall be set at 75% of the 2015 PEMHCA Bay Area Kaiser Permanent family rate minus the PEMHCA MEC.

An employee may use LAFCO's contribution to the cafeteria plan toward the medical insurance plan for which s/he has elected to enroll.

An employee who has unused (unspent) cafeteria plan contributions shall retain those contributions as additional earnings (wages), but only to a maximum of \$334.58 per month.

An employee who waives health insurance because the employee demonstrates to LAFCO that s/he has alternate health insurance coverage shall receive \$500.00 per month minus the PEMHCA MEC.

A regular or limited term part-time employee shall receive a pro-rata amount of the total sum of the PEMHCA MEC and the cafeteria plan of the full-time employee contribution in proportion to the relationship their basic workweek bears to forty hours. That total amount shall first be allocated to the PEMHCA MEC and any remaining employer contribution shall then be allocated to the cafeteria plan.

Health Care Reimbursement Account: During an annual open enrollment period (normally November), an employee may elect to enter into a salary reduction agreement with LAFCO whereby LAFCO will direct the amount of the salary reduction on a pre-tax basis into the employee's Health Care Reimbursement Account ("HCRA"). The employee's election is irrevocable until the next open enrollment period, except on the occurrence of a qualifying event specified in the LAFCO Plan Document. The employee will forfeit all unused funds remaining in his/her HCRA at the end of the plan year or at the end of the grace period, if any, allowed under the LAFCO Plan Document, whichever is later. During the period allowed under the Plan Document, the employee may use the funds in his/her HCRA to obtain reimbursement for otherwise unreimbursed eligible medical expenses.

Dependent Care Reimbursement Account: During an annual open enrollment period (normally November), an employee may elect to enter into a salary reduction agreement whereby LAFCO will direct the amount of the salary reduction on a pre-tax basis into the employee's Dependent Care Reimbursement Account ("DCRA"). The employee's election is irrevocable until the next open enrollment period, except on the occurrence of a qualifying event specified in the LAFCO Plan Document. The employee will forfeit all unused funds in his/her DCRA at the end of the plan year or at the end of the grace

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period, if any, allowed under the LAFCO Plan Document, whichever is later. During the period allowed under the Plan Document, the employee may use the funds in his/her DCRA to obtain reimbursement of eligible dependent care expenses.

D. Dental Insurance

Employees in regular or limited term positions are eligible for dental insurance coverage for the employee and eligible dependents beginning on the first of the month following three (3) months of continuous service with LAFCO.

LAFCO will pay on behalf of each eligible full-time employee and his/her eligible dependents one hundred percent (100%) of the monthly dental care insurance premium rate charged by the Plan Provider. LAFCO's contribution will be prorated for regular part-time employees, to reflect the same percentage that the regularly scheduled hours in the employee's basic workweek bears to forty (40) hours. Premium amounts in excess of LAFCO's contribution will be paid by the participating employee through payroll deduction.

LAFCO intends to retain the existing plan of dental insurance benefits. However, if the insurance plan provider mandates a change in the benefit plan and LAFCO did not request the change, then LAFCO will have no obligation to replace benefits eliminated or modified by the Plan provider.

LAFCO reserves the right to eliminate or provide additional dental insurance plans.

E. Vision Insurance

Employees in regular or limited term positions are eligible for vision insurance coverage for the employee and eligible dependents beginning the first of the month following three (3) months of continuous service with LAFCO.

LAFCO will pay one hundred percent (100%) of the monthly vision plan insurance premium rate charged on behalf of each regular full-time employee and his/her eligible dependents. LAFCO's contribution will be prorated for regular part-time employees, to reflect the same percentage that the regularly scheduled hours in the employee's basic workweek bears to forty (40) hours. Premium amounts in excess of LAFCO's contribution will be paid by the participating employee through payroll deduction.

LAFCO intends to maintain the existing Plan of vision insurance benefits. However, if the insurance plan provider mandates a change in benefits and LAFCO did not request the change, then LAFCO will have no obligation to replace benefits eliminated or modified by the Plan provider.

LAFCO reserves the right to eliminate or provide additional vision insurance plans.

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F. Life Insurance

Employees in regular or limited term positions are eligible for life insurance coverage and accidental death and dismemberment insurance for the employee beginning the first of the month following six (6) months of continuous service with LAFCO.

The basic life insurance policy and the accidental death and dismemberment insurance policy are each valued at one and one-half (1.5) times the employee's annualized monthly base salary valued up to the next thousand dollars (e.g., if annualized wage equals \$21,100 then life insurance policy is valued at \$22,000) to a maximum policy of three hundred fifty thousand dollars (\$350,000). An employee may purchase supplemental life insurance under costs, terms and conditions specified by the insurance plan provider.

LAFCO pays one hundred percent (100%) of the life insurance premium on behalf of each regular employee.

LAFCO shall maintain the existing life insurance benefits. However, it is understood that insurance plan providers from time to time mandate changes in benefits and LAFCO has no responsibility for replacement of benefits which may be eliminated or modified by any plan provider.

LAFCO reserves the right to eliminate or provide additional life insurance plans.

G. Deferred Compensation

A Deferred Compensation Program as established by LAFCO, is available to all employees employed in regular or limited term positions. Such programs are hereby incorporated by reference.

To encourage LAFCO employee participation in the deferred compensation program, LAFCO will contribute a dollar for dollar match up to a maximum of five dollars (\$5) a pay period to the deferred compensation account of any LAFCO employee who is actively enrolled in the deferred compensation program.

H. Short Term Disability Insurance

LAFCO participates in the State Disability Insurance program for employees and employees shall have deducted from their paychecks the cost of the State Disability Insurance program.

I. Long Term Disability Insurance

Employees in regular or limited term positions are eligible for long term disability insurance coverage for the employee beginning the first of the month following six (6) months of continuous service with LAFCO.

The long term disability insurance policy provides a replacement income benefit, generally and as described by the plan, of 60% of basic monthly earnings to a

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maximum benefit of \$12,000 of monthly base pay.

LAFCO pays one hundred percent (100%) of the long term disability insurance premium on behalf of each regular employee.

LAFCO shall maintain the existing long term disability insurance benefits. However, it is understood that insurance plan providers from time to time mandate changes in benefits and LAFCO has no responsibility for replacement of benefits which may be eliminated or modified by any plan provider.

LAFCO reserves the right to eliminate or provide additional long term disability insurance plans.

Section 4. 9 Unemployment Benefits

Employees are covered under the State of California Unemployment Insurance Benefits Program.

Section 4.10 Pregnancy Leave

A. Eligibility: In accordance with applicable law and this policy, female employees are eligible for a leave of absence and/or transfer on account of pregnancy, regardless of length of service with LAFCO.

B. Pregnancy Disability Leave

A woman is “disabled by pregnancy” if, in the opinion of her health care provider, she is unable to work at all or is unable to perform one or more of the essential functions of her job or to perform these without undue risk to herself, to the successful completion of her pregnancy, or to other persons.

Pregnancy disability leave is for any period(s) of actual disability caused by pregnancy, childbirth, or related medical conditions. Where medically advisable, pregnancy disability leave may be taken for a reasonable period of time, up to four months per pregnancy (eighty-eight workdays for a full-time employee). Employees who regularly work more or less than a 40-hour workweek are entitled to such leave on a pro rata basis.

C. Leave Due to Normal Childbirth

Even if the employee is not disabled by pregnancy, childbirth, or related medical conditions, a pregnant employee is entitled to up to six weeks of leave for normal childbirth. Employees working more or less than a 40-hour workweek are entitled to such leave on a pro rata basis.

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D. Leave and Other Reasonable Accommodation Requests

- (i) Pregnant employees should notify the Executive Officer as soon as possible regarding their intent/need to take a leave of absence due to pregnancy, childbirth, or related medical conditions. Such notice should specify the anticipated timing and duration of the leave.
- (ii) Where the need for a leave of absence is foreseeable, employees must provide such notice at least 30 days prior to the date the leave is to begin. Further, employees must consult with the Executive Officer regarding the scheduling of any planned medical treatment or supervision so as to minimize any disruption to LAFCO's operations. (Actual scheduling of the leave is subject to the approval of the employee's health care provider.)
- (iii) Where 30 days advance notice is not possible, notice must be given as soon as possible. However, LAFCO will not deny a pregnancy disability leave where the need for leave is an emergency or was otherwise unforeseeable.
- (iv) LAFCO shall respond to the leave request as soon as practicable and, in any event, no later than 10 calendar days after receiving the request. LAFCO shall attempt to respond to the leave request before the date the leave is due to begin. Once given, approval shall be deemed retroactive to the date of the first day of the leave.
- (v) Reasonable accommodation other than leave will be granted upon request. Such requests must be supported by a written certification from the employee's health care provider.

E. Intermittent Leave

Pregnancy disability leave need not be taken in one continuous block. It may be taken on an as-needed basis, intermittently or on a reduced work schedule.

F. Temporary Transfers

- (i) An employee may request a temporary transfer to a position with less strenuous or less hazardous duties when where the employee's health care provider certifies that such a transfer is medically advisable.
- (ii) Temporary transfers will be granted where appropriate and when LAFCO is able to reasonably accommodate the transfer, provided that the transfer would not require LAFCO to:
 - 1) Create additional employment;
 - 2) Discharge another employee;
 - 3) Transfer a more senior employee in order to make room for the pregnant employee's transfer; or

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- 4) Promote or transfer the employee or any other employee to a position for which he/she is not qualified.

G. Certifications

- (i) As a condition of taking a pregnancy disability leave or transfer, the employee must provide medical certification from her health care provider that she is disabled due to pregnancy, childbirth or related medical conditions and/or that a transfer to an alternative position is medically advisable.

- (ii) The medical certification should include:

The date on which the employee become disabled due to pregnancy or the date of the medical advisability for the transfer;

The probable duration of the period(s) of disability or the period(s) for the advisability of the transfer; and

A statement that, due to the disability, the employee is unable to work at all or to perform any one or more of the essential functions of her position without undue risk to herself, to the successful completion of her pregnancy, or to other persons or a statement that, due to pregnancy, the transfer is medically advisable.

H. Recertification

Recertification may be required where additional time is requested.

I. Fitness for Duty

The employee must provide certification from her health care provider of her fitness for duty prior to being reinstated.

J. Pay During Leave

- (i) Pregnancy disability leave is unpaid leave. However, the employee may request or LAFCO may require that the employee use accrued sick leave to provide pay during the period of leave.
- (ii) An employee may also elect, at her option, to use accrued vacation or other accrued paid time off, if any, to provide pay during pregnancy disability leave.
- (iii) The employee may also be eligible to receive temporary disability insurance payments during her pregnancy disability leave, and to

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coordinate the use of any accrued sick leave and/or vacation to supplement temporary disability insurance payments.

K. Reinstatement

- (i) The employee is entitled to be reinstated to the same or a comparable position upon release to return to work by her health care provider.
 - 1) Where a definite date of reinstatement has been agreed upon at the beginning of the leave, the employee will be reinstated by the date agreed upon, provided that the employee has provided medical certification of her fitness for duty.
 - 2) If the actual reinstatement date differs from the original agreement, the employee will be reinstated within two business days, where feasible, after the employee notifies LAFCO of her readiness to return and provides medical certification of her fitness for duty.
 - 3) Failure to return to work on the next work day following the expiration of pregnancy disability leave may be grounds for termination of employment.
- (ii) The employee is not, however, entitled to any greater right of reinstatement than she would have had if she had not taken leave. Thus, reinstatement to the “same position” may be denied if:
 - 1) For legitimate business reasons unrelated to the employee having taken a pregnancy disability leave or transfer, the employee would not otherwise have been employed in her same position at the time reinstatement is requested; or
 - 2) Each means of preserving the job or duties for the employee (such as leaving it unfilled or filling it with a temporary employee) would substantially undermine LAFCO’s ability to operate safely and efficiently.
- (iii) Also, the employee has no greater right to reinstatement to a “comparable position” or to other benefits and conditions of employment than an employee who has been continuously employed. Thus, reinstatement to a comparable position may be denied if:
 - 1) There is no comparable position open on the employee’s scheduled date of reinstatement or within 10 working days thereafter; or

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- 2) The pregnancy disability leave does not qualify as leave pursuant to the Federal Family and Medical Leave Act (“FMLA”) and a comparable position is available, but filling the available position with the returning employee would substantially undermine LAFCO’s ability to operate safely and efficiently.
- (iv) In the event that the employee takes family and medical leave under the California Family Rights Act (“CFRA”) following her pregnancy disability leave for the birth of her child, the employee’s right to reinstatement shall be governed by the CFRA and LAFCO’s Family and Medical Leave Policy rather than these provisions.

L. Seniority and Benefits

- (i) In general, employees taking pregnancy disability leave will be treated the same as other similarly situated employees taking disability leave.
- (ii) The employee returning from a pregnancy disability leave shall return with no less seniority than she had when the leave commenced for purposes of layoff, recall, promotion, job assignment, and seniority related benefits such as vacation.
- (iii) The employee shall retain employee status during the period of leave, and the leave shall not constitute a break in service for purposes of longevity and/or seniority.

M. Federal Family and Medical Leave

In accordance with the FMLA, LAFCO shall count each day of pregnancy disability leave against an eligible employee’s entitlement to up to 12 weeks of federal family and medical leave under the FMLA.

N. Group Health Insurance

Pursuant to the FMLA, where an eligible employee is on pregnancy disability/FMLA leave, LAFCO will continue the employee’s group health insurance coverage for up to a maximum of 12 weeks under the same terms and conditions as applied prior to the leave of absence.

- (i) In the event that the employee fails to return from leave, LAFCO may recover premiums it paid to maintain group health insurance coverage. (For details, see LAFCO’s Family and Medical Leave Policy.)
- (ii) If the employee is not eligible for continued paid coverage or if coverage ceases after 12 weeks, the employee may continue group health insurance coverage pursuant to federal and state COBRA guidelines.
- (iii) LAFCO is not required to continue paying group health insurance premiums during pregnancy disability leave which does not also constitute FMLA leave.

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O. California Family and Medical Leave

The right to take a pregnancy disability is separate and distinct from the right to take family and medical leave under the CFRA. Thus, at the end of the employee's period(s) of pregnancy disability, or at the end of four months pregnancy disability leave, whichever occurs first, an eligible employee may request to take up to 12 workweeks of CFRA leave in accordance with LAFCO's family and medical leave policy.

- (i) There is no requirement that either the employee or her child have a serious health condition or that the employee no longer be disabled by her pregnancy before taking CFRA leave for the birth of a child.
- (ii) Where the employee has used all four months of her pregnancy disability leave prior to the birth of her child, and her health care provider determines that a continuation of the leave is medically necessary, LAFCO may, but is not required to, allow the use of CFRA leave prior to the birth of a child.
- (iii) The maximum possible combined leave for pregnancy disability/FMLA and CFRA leave due to the birth of a child is four months and 12 workweeks.
- (iv) CFRA leave taken due to the birth of the employee's child must be concluded within one year of the child's birth. The basic minimum duration of such leave shall be two weeks, except that LAFCO will grant a CFRA leave of less than two weeks' duration on any two occasions within one year of the child's birth.

Section 4.11 Administrative Leave

- A. In recognition that their responsibilities occasionally require work in excess of the normal 40 hour week, the Executive Officer and the LAFCO Analyst position shall receive Administrative Leave benefit. This will be in lieu of any payment of overtime or compensatory time off for work performed in excess of 40 hours per week.
 - (i) The above referenced full-time positions shall be granted eighty (80) hours of Administrative Leave effective July 1 of each year. Any employee incumbent in an eligible position for less than a full fiscal year shall be eligible for a pro-rata lump sum number of Administrative Leave hours at a rate of 3.0769 hours times the number of full pay periods remaining in the fiscal year. Employees working in regular positions on a less than full-time basis shall accrue Administrative Leave on a pro-rata basis, proportional to the number of authorized hours employed.
 - (ii) Use of Administrative Leave is subject to approval of the Executive Officer. Administrative Leave may be taken in increments of not less than one (1) hour. In the event it is the Executive Officer's determination that an employee covered by this provision has worked an extraordinary

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number of hours over the forty (40) hour workweek, the Executive Officer may approve additional informal administrative leave for that employee.

- (iii) No eligible employee shall carry over Administrative Leave from one fiscal year to another. Employees who have unused Administrative Leave at the end of the fiscal year shall be paid for those remaining hours at the employee's base rate of pay in effect on the last pay period in the outgoing fiscal year in the following manner:
 - 1) Convert all unused Administrative Leave to their Retirement Health Savings Account in July of each year.
- (iv) Subject to advance approval by the Executive Officer, Administrative Leave may be taken at any time during the fiscal year, but must be taken within the fiscal year in which it is given. Administrative Leave may be used as sick leave, but only after all accrued sick leave has been exhausted.
- (v) No person shall be permitted to work for compensation for LAFCO in any capacity while on paid Administrative Leave.
- (vi) Any employee who separates from LAFCO employment shall not receive any compensation for any unused Administrative Leave.

Section 4.12 Military Leave

Military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable.

Employees, who have been employed at least one year, are eligible for up to 30 days of paid leave for active duty training.

Employees on military leave will receive rights and benefits comparable to those they would receive under LAFCO's policies for other types of leave. Continuation of health insurance benefits is available based on the length of the leave and subject to the terms, conditions and limitations of the applicable plan for which the employee is otherwise eligible. Employees on leave for no more than 30 days will receive continued health insurance benefits but are responsible for paying their portion of the health care coverage continuation rights. Vacation, sick leave and holiday benefits will continue to accrue during any paid portion of a military leave of absence.

The federal Family and Medical Leave Act (FMLA) also entitles eligible employees to take leave for a covered family member's service in the Armed Forces. This policy supplements our FMLA policy and provides general notice of employee rights to this leave. Except as stated below, such rights and obligations for Servicemember FMLA are governed by our existing FMLA policy. Servicemember FMLA runs concurrent

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with other leave entitlements provided under federal, state and local law. Servicemember FMLA provides eligible employees unpaid leave for any one, or combination, of the following reasons:

- A 'qualifying exigency' arising out of a covered family member's active duty or call to active duty in the Armed Forces in support of a contingency plan: and/or
- To care for a covered family member who has incurred an injury or illness while in the Armed Forces provided that such injury or illness renders the family member medically unfit to perform duties of the member's office, grade, rank or rating and is certified by the servicemember's health care provider.

When leave is due because of a 'Qualified Exigency' concerning the military duty of a family member: an eligible employee may take up to 12 workweeks of leave during any 12-month period.

When leave is to care for an injured or ill servicemember: an eligible employee may take up to 26 workweeks of leave during a single 12-month period to care for the servicemember. Leave to care for an injured or ill servicemember, when combined with other FMLA-qualifying leave, may not exceed 26 workweeks in a single 12-month period.

Where spouses are both employed by LAFCO, they may take up to, in aggregate, 26 workweeks of servicemember FMLA, provided that any portion of the aggregate leave that is not for care of a family servicemember does not exceed 12 workweeks.

In any case where it is foreseeable that an employee will need servicemember FMLA, that employee must provide notice of his or her intent to take leave as soon as reasonably possible and provide certification of either the 'qualified exigency' or family servicemember's need for care as soon as practicable.

Division 5. Salary Plan Administration

Section 5.1 Pay for New Employees

The Executive Officer or when appropriate the Commission shall appoint new employees to the appropriate salary for the position, as approved by the Commission in the budgetary process.

Section 5.2 Salary Plan

- A. During the annual budget review and at other times deemed necessary, the Executive Officer shall submit for the Commission's consideration a proposed

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Salary Plan. Any COLAs awarded to employees will be part of the Salary Plan. (See **Appendix A, Salary Schedule.**)

- B. The Commission shall perform a written evaluation of the Executive Officer once a year per the LAFCO By-Laws as part of the budgetary process.
- C. The Executive Officer shall perform a written evaluation for employees once a year as part of the budgetary process. A successful review may result in a raise dependent upon the budgetary outcome and other Agency needs. LAFCO employees serve in an “at will” capacity; a satisfactory evaluation is not an assurance of continued employment.
- D. Eligible Employees in Appendix B, hired on the effective date of the resolution establishing personnel policies for LAFCO, shall still be eligible for the Salary Steps listed in Supplemental B.

Section 5.3 Merit Increases within Grade

- 1. Merit increases shall not be automatic, but shall be given only upon the recommendation of the department head.
- 2. The merit increase eligibility dates for all employees hired or promoted into classifications in this unit shall be the first day of the pay period following completion of 26 full pay periods.
- 3. The merit increase eligibility date for employees in regular positions shall be the first day of the pay period following completion of the number of full pay periods of service indicated as follows:

After	26 Pay Periods	26 Pay Periods	26 Pay Periods	26 Pay Periods
Salary Grade Steps	2	3	4	5

Employment beginning on the first working day of a pay period shall be considered as beginning on the first calendar day of that pay period. If the first working day is after the first Monday (Tuesday if Monday is a holiday) of the pay period, time will accrue from the first day of the next pay period for step increases and eligible fringe benefit accrual.

Other than military leave, a leave-of-absence without pay exceeding seven (7) consecutive calendar days in a pay period shall defer a merit increase eligibility date by an amount equal to the number of pay periods during which the employee was on leave-of-absence without pay.

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4. An employee in a regular part-time position shall be treated identically to an employee in a regular full-time position except that merit increases shall be granted in the same proportion as hours of work relate to the hours of work of a regular full-time position.
5. Each merit increase within grade shall be accompanied by a performance evaluation documenting the satisfactory performance of the employee. The merit increase shall consist of one step on the salary range for the class.
6. An overall rating of either unacceptable or improvement needed requires a performance re-evaluation no later than four (4) pay periods following the scheduled merit increase eligibility date. If the employee shows no improvement, the appointing authority must recommend action to be taken.
7. If, in the Executive Officer's judgment (or, as appropriate the Commission's judgment), the employee's performance does not merit a salary increase on the merit increase eligibility date, and a deferment of a decision accompanied by an effort at improved performance might be productive, the Executive Officer (or, as appropriate the Commission) shall complete the structured merit rating and defer a decision regarding the merit increase. A merit increase decision may be deferred for any number of pay periods, not to exceed 13. A merit increase may be deferred only once for any given step on the grade for the class. The Executive Officer or, as appropriate, the Commission, may reopen the matter by submitting another merit rating and recommendation. An employee's merit increase eligibility date shall not be changed by any deferment.
8. If an employee's merit increase eligibility date is overlooked through an error and, upon discovery of the error, the employee is recommended for merit increase, the employee shall be compensated for the additional salary he or she would have received dating from the original merit increase eligibility date.

Section 5.4 Longevity Compensation

- A. Longevity Compensation provided to the Executive Officer:
For the purposes of longevity, continuous service is defined as employment in a regular position which has not been interrupted by resignation, discharge, or retirement. The Executive Officer shall receive credit for prior years of longevity compensation service credit for employment with California cities, counties, joint power authorities, and other special districts as approved by the LAFCO Chairperson or his/her delegate. The LAFCO Executive Officer shall receive longevity compensation of:

2.5% increase upon completion of the following years of service:
10 years, 15 years, 20 years, 25 years, 30 years, 35 years

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Longevity Compensation provided to other LAFCO regular employees: For the purposes of longevity, continuous service is defined as employment in a regular position which has not been interrupted by resignation, discharge, or retirement. Regular employees shall receive longevity compensation of:

2.5% increase upon completion of the following years of service
10 years, 20 years, 25 years, 30 years

- B. Employees in part-time positions shall be entitled to longevity compensation in the same ratio to the longevity compensation received by employees in a full-time position as the number of hours in the part-time work schedule is to the number of hours in the full-time work schedule.
- C. Upon qualifying the longevity increase, any further pay increase shall be in addition thereto, and not restricted or reduced by any reason of the longevity increase.
- D. An employee who is laid off and subsequently re-employed in the same position within twenty-four (24) months by approval of the Executive Officer or when appropriate, the Commission will have continuous service credited to him or her for actual time worked prior to layoff for purposes of vacation and longevity pay eligibility

Section 5.5 Overtime; CTO

- A. “Overtime” Defined. Unless otherwise stated in a memorandum of understanding, “overtime” is all hours an overtime-eligible employee actually works over 40 in his or her work week. Overtime is compensated at 1.5 times the Fair Labor Standards Act regular rate of pay. Only actual hours worked shall be counted toward the 40-hour threshold for purposes of calculating FLSA overtime pay. No overtime shall be recorded or reported for less than 6 minutes of work.
- B. Failure to obtain preapproval prior to working overtime could subject the Employee to discipline.
- C. LAFCO has determined that certain classifications are exempt and not eligible for overtime in accordance with the Fair Labor Standards Act. Those classifications designed as exempt from overtime provisions are identified in Appendix B, List of Positions Exempt from Overtime Requirements.

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Section 5.6 Salary Payment Procedure

- A. A pay period shall begin on a Sunday and end on a Saturday (14 days) and shall consist of eighty (80) working hours. Such pay periods will be as established by the Auditor-Controller. Employees shall be paid every other Friday.
- B. Compensation for each employee for whom compensation is established shall be paid out of the LAFCO fund upon certification from the Executive Officer that the employee has performed the services set forth in such certificates.
- C. When an employee separates from LAFCO and use of the regularly scheduled certification would create an inequitable delay, the Executive Officer or when appropriate the Chairperson, may immediately file a special payroll certification of such separation with the Auditor-Controller. The Auditor-Controller may draft a warrant for the period of time or day or both due such employee up to the time of separation.

Section 5.7 Employee Recognition

In addition to any other compensation provided to officers and employees of LAFCO, Commissioners and employees may be recognized for outstanding achievement and/or contributions towards excellence by adoption of the Commission. This recognition may be in the form of additional compensation, a gift certificate or gift.

Section 5.8 Overpayments

- A. This provision applies when the Auditor-Controller determines that an error has been made to either the employees earnings, taxes, deductions or accrued leaves. In such cases, LAFCO, for the purposes of future compensation, shall adjust such earnings, taxes, deductions or accrued leaves to the correct rate. The Auditor shall give written notice to the employee of the error. As used in this section:
 - (i) "Earnings" means the biweekly rate of pay.
 - (ii) "Taxes" means payment of Social Security (to applicable employees), Medicare or State Disability taxes; excluding federal and state withholding taxes.
 - (iii) "Deductions" means employee paid deductions, including but not limited to medical premiums and retirement deductions; excluding voluntary deductions (such as deferred compensation).
 - (iv) "Accrued Leave" means vacation, sick leave, compensatory time off and all other types of authorized leave with pay.
 - (v) "Overpayment" means any compensation or accrued leave that has been overpaid or over-credited to an employee regardless of the

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reason, including but not limited to, administrative, clerical or system error.

- (vi) “Underpayment” means any compensation or accrued leave that has been underpaid or under-credited to an employee regardless of the reason, including but not limited to, administrative, clerical or system errors.
- B. In the case of an overpayment of earnings or under withheld taxes or deductions, the employee shall reimburse LAFCO. The employee has the following options for reimbursement:
- (i) Full payment through a payroll adjustment if total amount of reimbursement does not exceed biweekly earnings.
 - (ii) Full payment by personal check, money order or cashier’s check if total amount of reimbursement exceeds biweekly earnings.
 - (iii) For installments made through payroll, the number of installments shall not exceed the number of pay periods over which the error occurred.
 - (iv) A method mutually agreed upon by the employee and the Auditor-Controller.
- C. In the case of underpayment, LAFCO will pay the employee a one-time adjustment through payroll. In the case of a leave accrual error which results in an overpayment, reimbursement may be made through one (1) of the following methods as mutually agreed by the employee and the Auditor-Controller.
- (i) Full payment through payroll adjustment if total amount of reimbursed does not exceed biweekly earnings.
 - (ii) Full payment by a personal check, money order or cashier’s check if total amount of reimbursement exceeds biweekly earnings.
 - (iii) For installments made through payroll, the number of installments shall not exceed the number of pay periods over which the error occurred.
 - (iv) In the case of a leave accrual error, which results in an incorrect accrued leave balance, a one-time adjustment will be processed through payroll.
- D. An employee whose employment terminates prior to any reimbursements or adjustments being fully completed or satisfied; shall have the remaining balance withheld from any final compensation due to the employee, providing the final compensation is sufficient to provide for full reimbursement or adjustment. If the employee’s final compensation is not sufficient to provide for full reimbursement or adjustment, LAFCO retains the right to exercise other legal means to recover the remaining amount owed.

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- E. Any amount of overpayment for a period earlier than three (3) years prior to the date of the Auditor's initial written notice to the employee shall be deemed waived and not reimbursable.
- F. The provisions of this section do not apply to grievance disputes which contend that LAFCO has underpaid by misapplying or incorrectly interpreting the terms of this or any other previous agreement. The time limits for the filing and processing of any grievance shall not be deemed to be excused, extended or otherwise modified by the provisions of this section.
- G. The provisions of this section only apply to errors involving earnings, taxes, deductions and accrued leave. No provision of this section shall preclude the correction or recovery of past errors (overpayments or other losses) which were the result of other matters.

Division 6. Retirement Benefits

Section 6.1 Retirement

- A. Existing PERS Contract
Subject to the terms of this section, the LAFCO will maintain its contract with the California Public Employees Retirement (PERS) and the benefits currently provided thereunder.
- B. PEPRA Tier
Effective January 1, 2013 LAFCO implemented a new pension tier in accordance with and subject to the terms of the Public Employee Pension Reform Act of 2013. The new pension tier is referred to as the "PEPRA tier."
- C. PEPRA Basic Retirement Formula
For employee required by law to participate in the PEPRA tier, the PEPRA established a pension formula of two percent (2%) of pensionable compensation for each qualifying year of service at the normal retirement age of 62 years. For purposes of this formula, PERS will calculate an eligible retiree's pension based on the average annual pensionable compensation earned by the member during the thirty-six (36) consecutive month period immediately preceding retirement (or date of last separation from service if prior to retirement) or any other period of thirty-six (36) consecutive months during the member's applicable service that the member designates.
- D. Disputes Over PEPRA
If an employee or any recognized employee association/union disputes the manner in which LAFCO applies the PEPRA tier to employees, neither the employee nor the employee association/union may submit the matter as a grievance under any LAFCO-adopted Grievance Procedure. If any term of this Personnel and Salary Resolution conflicts with the PEPRA or any amendment

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thereto, the PEPRA or such amendment will prevail.

- E. Pre-PEPRA 2.7% at Age 55 Formula Tier
LAFCO's contract with the Public Employees Retirement System provides Miscellaneous Retirement formula (2.7% @ age 55) for employees who are not required by law to participate in the PEPRA tier.

For purposes of this formula, PERS will calculate an eligible retiree's pension based on the average annual pensionable compensation earned by the member during the twelve (12) consecutive month period immediately preceding retirement (or date of last separation from service if prior to prior to retirement) or any other period of twelve (12) consecutive months during the member's applicable service that the member designates.

- F. Phase Out of Employer Paid Member Contribution
LAFCO pays to PERS eight percent (8%) of the employee's pensionable pay toward the employee Member Contribution for employees that are not members of the PEPRA, and reports to PERS the same as additional reportable compensation for pension calculations ("EPMC as reportable compensation").

Effective August 17, 2014 LAFCO shall no longer report the employer paid member contributions as additional reportable compensation.

Effective August 17, 2014 LAFCO payment of the employee's Member Contribution shall be reduced from eight percent (8%) to zero percent (0%) for the LAFCO Executive Officer and thereafter the LAFCO Executive Officer shall pay his/her own portion of the retirement costs. Effective August 17, 2014 LAFCO payment of the employee's Member Contribution shall be reduced from eight percent (8%) to four percent (4%) for all other employees and employees shall pay his/her own four percent (4%) of the retirement costs; the LAFCO payment of the employee's Member Contribution shall be further reduced to two percent (2%) and each employee shall pay his/her own six percent (6%) effective February 15, 2015; and shall be further reduced to zero percent (0%) effective June 21, 2015 and thereafter each employee shall pay his/her own portion of the retirement costs.

- G. Employee Payment of PERS Member Contributions.

1. PEPRA Member Contributions.

Members of the PEPRA tier will contribute toward the PEPRA tier employee contribution in an amount equal to not less than fifty percent (50%) of the normal cost of the new tier, as determined from time to time by PERS, or the amount of the contribution provided in this Personnel and Salary Resolution for members of the PEPRA tier, whichever is greater. Such contribution will be made by payroll deduction.

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2. Non-PEPRA Member Contribution.

Employees subject to the Pre-PEPRA formulas described in paragraph **6.1.E** above will, through August 16, 2014 contribute zero percent (0%) of the applicable PERS member contribution by payroll deduction. Thereafter, employees shall be responsible for paying their own portion of the applicable PERS member contribution, except for any portion identified in paragraph **6.1.F** as an employer-paid contribution.

3. Employee Payment For Pre-PEPRA Formula Enhancement.

In January 2004, Solano County amended its contract with PERS to provide for the 2.7% @ 55 retirement formula. The cost of this benefit was established by PERS (\$75,035,452). Solano County and its non-safety employees and their respective collective bargaining units agreed that such cost would be the responsibility of the employees. Solano County agreed to allow the employees to pay for that plan enhancement by payroll deduction with the cost amortized over twenty (20) years. Similarly, LAFCO employees were originally participants in that Solano County 2.7 @ 55 retirement formula and agree, in conjunction with the contracting by LAFCO with PERS, for the 2.7 @ 55 retirement formula for LAFCO employees to also subscribe to that exact same cost sharing. LAFCO employees will pay for the 2.7 @ 55 retirement formula enhancement, at the same amount and for the same duration, as do the mid-management employees of Solano County.

4. Pre-Tax Treatment PERS Member Contributions.

To the extent permitted by applicable law, employee contributions toward the Employee's and Employer's PERS contributions will be deducted on a pre-tax basis pursuant to and in accordance with section 414(h)(2) of the Internal Revenue Code.

Section 6.2 Social Security

LAFCO employees opted out of the Section 218 Agreement with the Social Security Administration and do not receive work credit toward Social Security benefits through employment with LAFCO. Through September 27, 2014 in lieu of Social Security contributions, LAFCO will contribute the employer's normal rate as taxable cash back to the employee, and thereafter such contribution shall be discontinued.

Employees do have coverage under Medicare in accordance with the provisions of law. This system requires contributions by both the employee and employer in accordance with schedules provided by the federal government.

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Section 6.3 Deferred Compensation

LAFCO has established a 457 deferred compensation plan program through which employees can participate in a voluntary, payroll-deducted supplementary retirement program.

Division 7. Tuition Reimbursement Program

Section 7.1 Objectives

The Tuition Reimbursement Program is designed to encourage employees to continue their self-development by enrolling in classroom courses which will educate them in new concepts and methods in their occupational fields and prepare them to meet the changing demands of their jobs. While the Tuition Reimbursement Program is expected to enhance employee performance and professional abilities, LAFCO cannot guarantee that participation in formal education will entitle the employee to automatic advancement, a different job assignment, or pay increases.

Section 7.2 Eligibility of Employees for Tuition Reimbursement

Only full-time employees filing regular positions and who are performing their jobs satisfactorily are eligible to participate in the Tuition Reimbursement Program. Employees are not eligible for reimbursement if their educational costs are being defrayed by another agency such as the U.S. Veterans Administration, the California State Department of Veteran's Affairs or the Commission on Peace Officer Standards and Training.

Section 7.3 Policy for Tuition Reimbursement

- A. Courses must be related to the work of the employee's position or occupation in such a fashion that will offer substantial benefit to LAFCO.
- B. Each course must be taken on not more than fifty (50%) of LAFCO's time. Employees taking approved courses which encroach on their regular scheduled working hours shall be entitled to paid time off for such encroaching hours up to a total maximum amount of paid time off from work equal to fifty percent (50%) of the class time.
- C. Courses must be taken for credit; audited courses will not be reimbursed.
- D. Courses must be taken at accredited institutions. Correspondence courses from reputable institutions will be considered only when equivalent courses are not available at local accredited schools, or when the employee's circumstances prevent him/her from attending local courses.

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- E. Prerequisite courses for eligible courses or courses which are required for the completion of a specific program are also eligibility for tuition reimbursement. However, reimbursement shall not be made until the appropriate eligible courses have been satisfactory completed.
- F. Courses are not eligible for tuition reimbursement if they:
 - (i) Are taken to bring unsatisfactory performance up to an acceptable level.
 - (ii) Are taken to acquire skills or knowledge which the employee was deemed to have when appointed.
 - (iii) Duplicate in-service training which is available.
 - (iv) Duplicate training which the employee already had.
- G. Conventions, workshops, institutes, etc., are not included in the Tuition Reimbursement Program.
- H. Reimbursements shall be subject to certification by the Executive Officer and subject to the approval of the Executive Officer or when appropriate the Commission.
- I. Request for reimbursement must be approved before the course is undertaken.
- J. Reimbursement shall be made only upon presentation of evidence of payment for and successful completion of courses (as evidenced by a passing grade) and a satisfactory (standard or above) current performance evaluation. Reimbursement is made for the same fiscal year in which the course is completed and documentation must be presented to the Executive Officer within ninety (90) calendar days after the course completion date.

Section 7.4 Nature of Reimbursement

- A. Reimbursement in the amount of fifty (50) per cent may be made for tuition, registration fees, laboratory fees, and required textbooks. Other related expenses and incidental costs are not reimbursable.
- B. Reimbursement shall be limited as follows:
 - (i) No employees shall be reimbursed for more than two (2) courses in a single semester or quarter.
 - (ii) The maximum reimbursement that may be received by any employee in one fiscal year shall be one thousand one hundred (\$1,100) dollars.
 - (iii) An employee shall be reimbursed for expenses totaling five (\$5.00) dollars or more for a single course. Expenses less than \$5.00 for a single course is not reimbursable.

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- (iv) No employee shall be reimbursed for non-resident fees above the normal resident fees.

Section 7.5 Procedure for Tuition Reimbursement

- A. The employee shall request in writing to the Executive Officer or when appropriate the Chairperson, tuition reimbursement.
- B.
- C. The Executive Officer or when appropriate, the Chairperson shall either approve or deny the request based on the criteria set forth in this policy.
- D. Upon completion of an approved course, the employee shall provide proof of fees paid and grade achieved to the Executive Officer.
- E. The Executive Officer shall authorize the Auditor-Controller to issue a warrant to the employee for reimbursement.

Section 7.6 Continued Service Requirement

An employee must continue in a full-time position for one (1) year from the date of last receipt of a tuition reimbursement warrant. Failure to continue in service to LAFCO, through resignation or discharge, will result in the forfeiture of any tuition reimbursement payments received less than one (1) year prior to separation.

Division 8. Expense Reimbursement Section

Section 8.1 Travel Expense

- A. LAFCO will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. All business travel must be approved in advance by the Executive Officer.
- B. When approved, the costs of travel, meals, lodging, and other expenses directly related to accomplishing business travel objectives will be reimbursed by LAFCO. Employees are expected to limit expenses to the most economically reasonable amounts possible, subject to the Internal Revenue Service guidelines.
- C. The Executive Officer may approve reimbursement for other types of business related expenses which are in the best interest of LAFCO.
- D. Employees who are involved in an accident while traveling on business must promptly report the incident to the Executive Officer or when appropriate, the Chair of the Commission.

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- E. Abuse of the business travel expenses policy, including falsifying claims to reflect costs not incurred by the employee, can be grounds for disciplinary action, up to and including termination of employment.
- F. LAFCO will adhere to the adopted Travel Policy of Solano County except the above items (A-E) will supersede any travel related policy of Solano County.

Section 8.2 Other Expense Reimbursement

LAFCO will reimburse employees for reasonable work-related expenses upon the approval of the Executive Officer. Such expenses may include:

- A. Meal costs for work-related meetings that run into meal times.
- B. LAFCO expenses advanced by the employee to cover cost when obtaining a warrant in advance is not practical.
- C. Other expenses that the Executive Officer determines were reasonably work-related.

Division 9. Personnel Files

Section 9.1 General

The LAFCO maintains a personnel file on each employee. An employee's personnel file shall contain only material that is necessary and relevant to the administration of LAFCO's personnel program. Personnel files are the property of LAFCO, and access to the information they contain is restricted.

Section 9.2 Notifying LAFCO of Changes in Personal Information

Each employee is responsible to promptly notify the LAFCO Clerk of any changes in relevant personal information, including (1) mailing address, (2) telephone number, (3) persons to contact in emergency, and (4) number and names of dependents.

Section 9.3 Location of Personnel Files

Personnel files shall be kept in a locked file cabinet in the Executive Officer's office.

Section 9.4 Medical Information

- A. SEPARATE CONFIDENTIAL FILES - All medical information about an employee or applicant is kept separately and is treated as confidential, in accordance with the Americans with Disabilities Act (42 U.S.C. section 12112(d)(3)(b)) and the California Confidentiality of Medical Information Act (Cal. Civil Code section 56 et seq.), and any other applicable state or federal law.

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- B. INFORMATION IN MEDICAL FILES - The LAFCO will not obtain medical information about an employee or applicant except in compliance with the California Confidentiality of Medical Information Act. To enable the LAFCO to obtain certain medical information, the employee or applicant may need to sign an AUTHORIZATION FOR RELEASE OF EMPLOYEE MEDICAL INFORMATION.
- C. ACCESS TO MEDICAL INFORMATION - 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.
- D. The LAFCO will not provide employee or applicant medical information to a third party (except as permitted under the California Confidentiality of Medical Information Act) unless the employee signs an AUTHORIZATION FOR RELEASE OF EMPLOYEE MEDICAL INFORMATION in the form attached to this rule. The LAFCO will release only the medical information that is identified in the employee's authorization. If the employee's authorization indicates any limitations regarding the use of the medical information, the LAFCO will communicate those limitations to the person or entity to which it discloses the medical information.

Section 9.5 References and Release of Information in Personnel Files

- A. PUBLIC INFORMATION - Upon request, the LAFCO will release to the public information about its employees as required by the Public Records Act. The LAFCO will not disclose personnel information if it believes doing so would constitute an unwarranted invasion of personal privacy.
- B. REFERENCE CHECKS - All requests from outside the LAFCO for reference checks or verification of employment concerning any current or former employee must be referred to the Executive Officer. Information will be released only if the employee signs and AUTHORIZATION FOR RELEASE OF EMPLOYMENT INFORMATION, except that without such authorization, the following limited information will be provided: dates of employment, and salary upon departure. Department heads and supervisors should not provide information in response to requests for reference checks or verification of employment, unless specifically approved by Executive Officer on a case-by-case basis.
- C. MEDICAL INFORMATION - Medical information will be released only in accordance with the rules set out in subsection 4 above.

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Section 9.6 Employee Access to Personnel File

- A. INSPECTION OF FILE - An employee may inspect his or her own personnel file, as defined in California Labor Code section 1198.5, at reasonable times and at reasonable intervals. An employee who wishes to review his or her file should contact the Executive Officer to arrange an appointment. The review must be done in the presence of the Executive Officer.

- B. COPIES - On request, an employee is entitled to receive a copy of any employment-related document he or she has signed. An employee who wishes to receive such a copy should contact Executive Officer or his/her designee. On request, the LAFCO will also provide an employee single copies of any other documents in his or her personnel file. The LAFCO may charge a reasonable fee for the copies these copies.

Position Description for LAFCO Executive Officer

DEFINITION:

Under policy direction of the Local Agency Formation Commission of Solano County (LAFCO), organizes, coordinates, and directs all LAFCO functions and activities, provides leadership, policy guidance, strategic direction, and day-to-day management of LAFCO; fosters cooperative working relationships with the Commission, the County of Solano, cities and special districts, the public and other agencies; performs related work as assigned.

The LAFCO Executive Officer is an “at-will” employee appointed by the LAFCO Commission. The LAFCO Executive Officer reports directly to the Commission and performs all duties necessary for the proper and efficient management of LAFCO as determined by the Commission and State Law.

EXAMPLES OF DUTIES:

The following is used as a partial description and is not restrictive to duties required. Plans, organizes and directs the activities of LAFCO; develops goals, policies and work programs for LAFCO subject to Commission review, directs implementation of policies and procedures; evaluates programs, procedures and systems for overall effectiveness.

Receives and analyzes applications and petitions for LAFCO action; determines legal acceptability for filings; checks and certifies petitions; conducts complex analysis and prepares written reports and recommendations; attends all LAFCO meetings.

Represents LAFCO in various negotiations with other governmental agencies, property owners and consultants regarding the authority and functions of LAFCO and the policies, procedures and funding of LAFCO.

Prepares and administers LAFCO’s annual budget, serves as the LAFCO fiscal officer.

Works closely with and advises the Commission, staff, the County of Solano, cities, special districts, the public and other agencies to implement LAFCO programs and to ensure compliance with laws and local policies.

Reviews and authorizes personnel actions; evaluates the work of subordinate personnel; reviews work plans and progress reports and confers with staff to define and solve problems. Responsible for the efficient and effective performance of all contractors.

Represents LAFCO before the media, other agencies, and the public.

Actively participates in LAFCO related organizations and professional associations.

QUALIFICATION GUIDELINES:

Knowledge Of:

Local Agency Formation Commission law, practices and procedures; principles and practices of organization, management, governmental budgeting, administrative analysis and personnel administration; urban planning practices and techniques; federal, state and local laws guidelines relating to environmental protection.

Skills and Abilities In:

Planning, organizing, coordinating and directing LAFCO programs and activities.

Analyzing functional, organization and financial characteristics of local governmental agencies, evaluating alternatives, and recommending effective courses of action relating to LAFCO functions.

Interpreting, explaining and applying LAFCO law and policies and related state and federal laws.

Appointing, motivating and evaluating staff and providing for their training and professional development.

Representing LAFCO effectively in contacts with the public, the County of Solano and cities and special districts in the County, and other public agencies.

Promoting cooperative relationships with LAFCO constituent agencies and their staff, other public agencies, public groups concerned with LAFCO functions and operations.

Supplemental Information:

Works primarily in an office environment but regular travel is required within Solano County.

RECRUITING STANDARDS:

Education/Experience:

Graduation from an accredited college with a bachelor’s degree in public administration, urban planning or a closely related field and five years of related experience in a professional capacity managing public programs and budgets involving multiple constituencies, or any combination of training and/or experience that could likely provide the desired knowledge, skills and abilities.

OTHER REQUIREMENTS:

Necessary Special Requirements: Possession of or the ability to obtain a valid unrestricted California driver license.

Position Description for LAFCO Deputy Executive Officer

DEFINITION:

Under direction of the LAFCO Executive Officer, performs complex professional work in support of LAFCO's statutory activities and on a variety of projects involving: research, data collection and other related tasks in support of the Local Agency Formation Commission (LAFCO) of Solano County; responsible for a variety of specialized studies involving data collection and analysis, report preparation and public contact; performs as Clerk to the Solano County Commission, and; responsible day-to-day office procedures.

DISTINGUISHING CHARACTERISTICS:

The LAFCO Deputy Executive Officer is a single-position management classification and an "at-will" management employee who performs all duties necessary for the proper and efficient management of LAFCO as determined by State Law, Solano LAFCO, and the Executive Officer. In the absence of the Executive Officer, the Senior LAFCO Analyst acts as the acting Executive Officer.

Responsibilities include developing and implementing policies and procedures for assigned programs, budget administration and reporting, and program evaluation. Incumbents serve as a professional-level resource for organizational, managerial, and operational analyses and studies. Performance of the work requires the use of considerable independence, initiative, and discretion within established guidelines. The incumbent possesses specialized knowledge, including urban and regional planning, land development and environmental regulations.

The LAFCO Deputy Executive Officer differs from the LAFCO Executive Officer as the LAFCO Executive Officer has overall responsibility for all functions and activities of the LAFCO program under policy direction from the Commission.

TYPICAL TASKS:

- Serves as assistant to the LAFCO Executive Officer and acts in place of the LAFCO Executive Officer in his or her absence.
- Ensures compliance with the California Environmental Quality Act (CEQA), reviews proposals for adequacy of environmental review documents; reviews and prepares comments on initial studies, negative declarations, and EIRs prepared by other agencies; and conducts initial studies, prepares and supervises the preparation of negative declarations and other environmental documents where LAFCO is the Lead Agency.
- Conducts analysis on a variety of special projects involving research, data collection and other tasks related to the operation of Solano County LAFCO; performs a variety of responsible and specialized technical

services involving administrative, planning, financial, legislative, and data analysis.

- Manages and conducts special studies involving inter-jurisdictional or inter-agency coordination, most of which is of a complex, controversial and politically sensitive nature.
- Monitors and evaluates local agencies, their service capabilities and proposals for changes or organization or jurisdictional boundaries.
- Reviews and analyzes proposals filed with LAFCO, conducts field investigations, makes recommendations and prepares and presents staff reports to Commission or LAFCO Executive Officer in written or oral form.
- Researches, analyzes and interprets information and data necessary to meet State law requirements and Solano County LAFCO policies and objectives.
- Manages contracts and consultants related to special studies.
- Makes verbal presentations and manages public participation/outreach processes relating to pending LAFCO proposals, studies, policies, and procedures; Interprets and explains governmental regulations, policies and procedures to the public, governmental agencies, subordinate staff and consultants.
- Executes the terms and conditions of LAFCO documents in accordance with determinations of LAFCO.
- Assists with Administrative functions, including the development of LAFCO budget, fee schedules, surveys, policies, procedure manuals, accepting of applications and notifications of public hearing.
- Maintains, revises, and interprets the LAFCO policies, procedures and maps.
- Advises management on the impact of new and proposed state and local legislation that pertains to LAFCO.
- Acts as a liaison between the Commission, the public, other governmental agencies, and organizations.
- Assists the Executive Officer in implementing Commission directions, policies and procedures, and in developing, tracking and managing the annual work program.
- Participates in LAFCO related organizations and professional associations; Participates and represents LAFCO on various committees and organizations;
- Performs other related duties as required.

EMPLOYMENT STANDARDS:

Sufficient training, education and experience that demonstrate the ability to perform the above tasks and possession of the knowledge and abilities listed below.

Four or more years of progressively responsible professional experience performing public sector planning, policy and program analysis. LAFCO work experience or working in a professional capacity in city or county planning or public administration is highly desirable.

A Master's degree in Public Administration or City and Regional Planning may be substituted for two (2) years of the required experience. A Master's degree in a closely related field (i.e. Business Administration) may be substituted for one (1) year of the required experience.

Possession of a valid California Driver's License prior to appointment.

Knowledge of:

- Local Agency Formation Commission laws, practices and procedures.
- Statutory purposes of LAFCO and state and local regulations relating to LAFCO; Principles and practices of public administration, urban and regional land planning and effective supervision and training;
- Public administration and management principles, including budget preparation and control and effective supervision and training;
- Federal, State and local laws and regulations relating to the organization, financing and functions of cities and special districts;
- Research, analysis, and statistical methods applicable to management analysis; Communication techniques required for gathering, evaluating and informing;
- State, local laws, and guidelines relating to environmental protection; Map reading.
- Computer applications used in city and regional planning, including Geographical Information Systems Software.

Ability to:

- Reason logically and creatively and utilize a variety of analytical techniques to resolve complex and specialized problems.
- Communicate and present concise, logical oral and written reports; Understand, interpret and apply laws, policies and procedures;
- Plan, organize and conduct work assignments under minimum direction

or independently and meet deadlines;

- Collect, interpret and evaluate data of a complex and specialized nature; Write clear and concise reports;
- Manage and coordinate large projects and studies;
- Gain and maintain the confidence and cooperation of those contacted during the course of work, especially in sensitive relationships with representatives of departmental and other outside groups;
- Supervise, train and evaluate the work of subordinate staff and consultants;
- Define problem areas; develop and evaluate alternatives;
- Represent LAFCO and or act as LAFCO spokesperson.

Desirable Work Style and Personal Traits:

- Possess a high degree of integrity, be facilitative rather than confrontational in nature, work well with peers and supervisors as well as with difficult and sensitive organizational issues.
- Possess a commitment to very high ethical standards and quality public services;
- An active listener, supportive team builder; has strong interpersonal and communication skills, and demonstrates an energetic work style;
- Embraces challenges, is objective, open minded, accountable, and is comfortable working in a complex political environment;
- Able to establish and maintain cooperative and effective working relationships with a variety of representatives of public and private organizations, members of boards and commissions, legislative representatives, and the public;
- Able to interact well and comfortably with individuals of diverse backgrounds;
- Able to approach challenges with confidence, and maintain positive, productive and ethical interaction with peers, the public, the Commission and elected officials, and;
- Maintain professional appearance.

Position Description for LAFCO Senior Analyst

DEFINITION:

Under general direction of the LAFCO Executive Officer, performs complex professional work in support of LAFCO's statutory activities and on a variety of projects involving: research, data collection and other related tasks in support of the Local Agency Formation Commission (LAFCO) of Solano County; responsible for a variety of specialized studies involving data collection and analysis, report preparation and public contact; performs as Clerk to the Solano County Commission, and; responsible day-to-day office procedures.

DISTINGUISHING CHARACTERISTICS:

The LAFCO Senior Analyst is an "at-will" management employee who performs all duties necessary for the proper and efficient management of LAFCO as determined by State Law, Solano LAFCO, and the Executive Officer. In the absence of the Executive Officer, the Senior LAFCO Analyst may act as the acting Executive Officer.

The LAFCO Senior Analyst works independently, reports to the LAFCO Executive Officer and provides direct assistance and input on policy development and program management. The LAFCO Senior Analyst is distinguished from the LAFCO Executive Officer in that the LAFCO Analyst acts as program manager and project coordinator to implement various components of the LAFCO work program whereas the LAFCO Executive Officer is responsible for the entire program. The LAFCO Senior Analyst: may supervise support staff; oversees consultants, and; provides administrative assistance to the Executive Officer as required. The incumbent possesses specialized knowledge, including urban and regional planning, land development and environmental regulations.

The LAFCO Senior Analyst position is distinguished from the LAFCO Analyst position by the requirement of advanced professional experience of high complexity and variety. The Senior Analyst performs complex analyses, research, and policy development and will routinely make presentations to the Commission and at other public meetings. Staff at this level exercise greater independence and judgment and have considerable latitude for the use of initiative and independent judgment.

TYPICAL TASKS:

- Conducts analysis relating to the California Environmental Quality Act (CEQA) and on a variety of special projects involving research, data collection and other tasks related to the operation of Solano County LAFCO; performs a variety of responsible and specialized technical services involving administrative, planning, financial, legislative, and data analysis;

- Manages and conducts special studies involving inter-jurisdictional or inter-agency coordination, most of which is of a complex, controversial and politically sensitive nature;
- Monitors and evaluates local agencies, their service capabilities and proposals for changes or organization or jurisdictional boundaries;
- Reviews and analyzes proposals filed with LAFCO, conducts field investigations, makes recommendations and prepares and presents staff reports to Commission or LAFCO Executive Officer in written or oral form;
- Researches, analyzes and interprets information and data necessary to meet State law requirements and Solano County LAFCO policies and objectives;
- Manages contracts and consultants related to special studies;
- Makes verbal presentations and manages public participation/outreach processes relating to pending LAFCO proposals, studies, policies, and procedures; Interprets and explains governmental regulations, policies and procedures to the public, governmental agencies, subordinate staff and consultants;
- Executes the terms and conditions of LAFCO documents in accordance with determinations of LAFCO;
- May act in the Executive Officer's absence on a short-term basis.
- Assists with Administrative functions, including the development of LAFCO budget, fee schedules, surveys, policies, procedure manuals, accepting of applications and notifications of public hearing;
- Maintains, revises, and interprets the LAFCO policies, procedures and maps;
- Advises management on the impact of new and proposed state and local legislation that pertains to LAFCO;
- Acts as a liaison between the Commission, the public, other governmental agencies, and organizations;
- Assists the Executive Officer in implementing the Commission's directions, policies and procedures, and in developing, tracking and managing the annual work program.
- Participates in LAFCO related organizations and professional associations; Participates and represents LAFCO on various committees and organizations as required;
- Performs other related duties as required.
- Oversees the daily administration of LAFCO affairs in accordance with LAFCO and County of Solano policies and MOUs, including A/C receivable and payable, payroll.

EMPLOYMENT STANDARDS:

Sufficient training, education and experience that demonstrate the ability to perform the above tasks and possession of the knowledge and abilities listed below.

Four or more years of progressively responsible professional experience performing public sector planning, policy and program analysis. LAFCO work experience or working in a professional capacity in city or county planning or public administration is highly desirable.

A Master's degree in Public Administration or City and Regional Planning may be substituted for two (2) years of the required experience. A Master's degree in a closely related field (i.e. Business Administration) may be substituted for one (1) year of the required experience.

Possession of a valid California Driver's License prior to appointment.

Knowledge of:

- Local Agency Formation Commission laws, practices and procedures;
- Statutory purposes of LAFCO and state and local regulations relating to LAFCO; Principles and practices of public administration, urban and regional land planning and effective supervision and training;
- Public administration and management principles, including budget preparation and control and effective supervision and training;
- Federal, State and local laws and regulations relating to the organization, financing and functions of cities and special districts;
- Research, analysis, and statistical methods applicable to management analysis; Communication techniques required for gathering, evaluating and transmitting information;
- State and local laws and guidelines relating to environmental protection; Map reading;
- Computer applications used in city and regional planning, including Geographical Information Systems Software.

Ability to:

- Reason logically and creatively and utilize a variety of analytical techniques to resolve complex and specialized problems;
- Communicate and present concise, logical oral and written reports; Understand, interpret and apply laws, policies and procedures;

- Plan , organize and conduct work assignments under minimum direction or independently and meet deadlines;
- Collect, interpret and evaluate data of a complex and specialized nature; Write clear and concise reports;
- Manage and coordinate large projects and studies;
- Gain and maintain the confidence and cooperation of those contacted during the course of work, especially in sensitive relationships with representatives of departmental and other outside groups;
- Supervise, train and evaluate the work of subordinate staff and consultants;
- Define problem areas; develop and evaluate alternatives;
- Represent LAFCO and or act as LAFCO spokesperson.

Desirable Work Style and Personal Traits:

- Possess a high degree of integrity, be facilitative rather than confrontational in nature, work well with peers and supervisors as well as with difficult and sensitive organizational issues;
- Possess a commitment to very high ethical standards and quality public services;
- An active listener, supportive team builder; has strong interpersonal and communication skills, and demonstrates an energetic work style;
- Embraces challenges, is objective, open minded, accountable, and is comfortable working in a complex political environment;
- Able to establish and maintain cooperative and effective working relationships with a variety of representatives of public and private organizations, members of boards and commissions, legislative representatives, and the public;
- Able to interact well and comfortably with individuals of diverse backgrounds;
- Able to approach challenges with confidence, and maintain positive, productive and ethical interaction with peers, the public, the Commission and elected officials, and;
- Maintain professional appearance.

Position Description for LAFCO Analyst I/II

DEFINITION:

The LAFCO Analyst I/II works under the direction of the Executive Officer with additional oversight provided by senior staff. The incumbent is principally tasked with performing data collection and associated analysis in assisting Solano LAFCO prepare various studies on local government as required under State law. The LAFCO Analyst I/II also serves as the Clerk to the Solano LAFCO and is responsible for carrying out day-to-day office procedures. The incumbent may provide supervision over clerical or technical support staff and is expected to collaborate and coordinate tasks with others within and outside of Solano LAFCO in meeting the position's duties.

DISTINGUISHING CHARACTERISTICS:

The LAFCO Analyst I/II is an "at-will" employee who performs a wide range of entry-level to intermediate duties that include performing data collection and assisting in associated analysis in the preparation of studies required of Solano LAFCO under State law that culminate in making recommendations to the Commission on potential governmental reorganizations, boundary changes, and other related matters. The incumbent may also serve as a resource to the staff, committees, boards or commissions of other local agencies in Solano County as needed. Other pertinent characteristics include: providing administrative assistance to the Executive Officer, maintaining the LAFCO website, responding to public inquiries, organizing agency records, and working with Geographic Information Systems (GIS) to produce maps. Training will be provided, and as experience is gained, assignments may gradually become more complex and varied. Incumbents are expected to exercise considerable initiative and judgment in performing regular ongoing duties of the position.

The LAFCO Analyst I is the entry level class and is flexibly staffed to the Analyst II class; an employee in this classification initially works under close supervision completing less complex projects that are narrower in scope or specific portions of larger projects, progressing to general supervision as the incumbent becomes able to independently perform the full range of duties associated with this classification.

TYPICAL TASKS:

- Conduct basic to intermediate research, data collection, and related analysis in evaluating local agencies and their governmental services in the preparation of municipal service reviews and related regional planning studies.
- Assist in various phases of processing application proposals for boundary changes, outside service extensions, and reorganizations of local government agencies including project initiation and completion, tracking and maintaining legal and policy deadlines, etc.
- Utilize a variety of computer software programs to prepare: charts, tables, spreadsheets, maps, diagrams, graphs, and reports.
- Respond to public inquiries while exercising independent judgement in providing information and/or referring questions to other staff.

- Consult with staff and representatives of other governmental agencies on programs, projects, or specialized assigned activities.
- Assist in the preparation of agendas and associated staff reports and organize and prepare Commission packet for distribution.
- Support for all Commission meetings including the posting of legal notices, agendas, and meeting materials; staff support during Commission meetings; preparing minutes and final meeting records; and tracking and maintaining legal or policy deadlines.
- Assist in making presentations before the Commission, other local agencies, and community groups.
- Support for Commission actions including reviewing resolutions and related documents for accuracy; and the distribution, recording, and filing of Commission actions.
- Maintain the LAFCO website.
- Administer the Fair Political Practices Commission (FPPC) regulations and disclosure documents and serve as LAFCO's filing officer.
- Maintain adequate office supplies inventories including submitting orders, providing price comparison, conducting product research, and providing recommendations when necessary.
- Provide administrative support such as processing time sheets, payroll/personnel transactions, claims and purchase order/requisitions; receiving monies; assisting in budget request preparation by researching and compiling information; establishing and documenting clerical operation and work methods procedures.
- Manage records and data files, including administrative records, project files, archive files, inventory and directories of local agencies, etc.

EMPLOYMENT STANDARDS:

To qualify for this position, an individual must possess a combination of education and experience that would likely produce the required knowledge, skills, and abilities as detailed in this position description:

Education/Experience:

Bachelor's Degree from an accredited college or university with major course work in public or business administration, government, finance, economics, land use planning, public policy, urban studies, political science, graphic information system, or closely related field.

Analyst I - Experience: No direct experience is required, but experience in local government or land use planning is desirable.

Analyst II – Experience: One year of experience performing analysis work involving research and data collection, including the preparation of recommendations and reports, or one year of experience as a LAFCO Analyst I. Experience with geographic information systems is highly desirable, but not necessary.

Knowledge of:

- Advanced knowledge of Microsoft Word and Excel, and knowledge of other standard computer applications and software such as PowerPoint, Adobe, etc.
- Laws, regulations, and policies applicable to local government.
- Legislative and judicial analysis resources.
- Analytical techniques and practices to include administrative and statistical analysis, statistical report preparation, and graphic presentation of analysis.
- Basic city and county planning principles and practices.
- Budget preparation principles, practices, and techniques.
- Principles and practices of accounting, cost analysis, and fiscal management.
- Oral communication techniques to include presentations to groups of various sizes in a positive manner.
- Composition, spelling, grammar, vocabulary, and punctuation for both written and oral communications.
- Formats and appropriate terminology for written communications such as business correspondence, policies, procedures, and narrative reports.
- Basic mathematics for developing, preparing, and completing numerical, budgetary, and/or statistical reports.
- Best practices in office management, including filing and records retention.
- Skills in organizing work, setting priorities, meeting deadlines, and following assignments with minimum direction.

Ability to:

- Prepare and interpret a wide variety of maps, graphic illustrations, and land use data.
- Understand program objectives in relation to LAFCO's goals and procedures.
- Collect, compile, and analyze qualitative information.
- Research laws, regulations, procedures, and/or technical reference materials; analyze, evaluate, and interpret the data gathered; draw logical conclusions; develop reasonable and deliverable options; make appropriate recommendations; and implement the resultant change effectively.
- Understand, interpret, and apply applicable laws, regulations and policies, and use good judgement in their application.
- Prepare and present concise written reports and make verbal presentations.
- Prepare and monitor contracts according to Commission directives.
- Manage a variety of simultaneous work projects and carry them through successful completion.
- Prepare a variety of written communications to include reports, policies, procedures, and comprehensive narrative and statistical reports.

- Communicate information and ideas clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the performance of required duties.
- Represent LAFCO in meeting with representatives from various public/non-public agencies and with the public.
- Maintain accurate records and document actions taken.
- Maintain confidentiality of records and information in compliance with laws and regulations.

Desirable Work Style and Personal Traits:

- Possess a high degree of integrity, works well with peers and supervisors as well as difficult and sensitive organization issues;
- Possess a commitment to very high ethical standards and quality public services;
- An active listener, supportive team member, and demonstrates an energetic work style;
- Embraces challenges, is objective, open minded, accountable, and is comfortable working in a complex political environment;
- Able to interact well and comfortably with individuals of diverse backgrounds;
- Able to approach challenges with confidence, and maintain positive, productive, and ethical interaction with peers, the public, the Commission and elected officials, and;
- Maintain a professional appearance.

Special Requirements:

- Possession of a valid California Driver's License prior to appointment.
- Required to work some extended hours to attend meetings or assist with presentations.

Position Description for LAFCO Office Administrator / Clerk

DEFINITION:

The LAFCO Officer Administrator/Clerk works under the direction of the Executive Officer, performs a wide range of administrative services in support of Solano Local Agency Formation Commission staff, and other related work as required. This person must have good knowledge of proper grammar, spelling, and punctuation and be an effective communicator both orally and in writing. This person should be able to independently learn and follow directions

GENERAL RESPONSIBILITIES:

Office Tasks

- Maintains office services by organizing office operations and procedures, preparing payroll, controlling correspondence, designing and maintaining filing systems, reviewing and approving supply requisitions, and assigning and monitoring clerical functions.
- Assist Executive Officer in all administrative functions of the Commission, conducting research and analysis in support of, project processing, Municipal Services Reviews, Sphere of Influence reviews and special projects. Sort and distribute incoming mail and prepare outgoing mail (envelopes, packages, etc.)
- Undertake basic bookkeeping tasks, track project deposits, process vendor claims and purchasing card statements.
- Perform other office duties as assigned

Clerk Tasks

- Support for all Commission meetings including legal notice, agenda, meeting materials, staff support to Commissioners, preparing minutes and final meeting records in conjunction with Executive Officer.
- Project processing from initiation to completion. Follow up with applicants and complete final filing on Commission approved proposals.
- Maintain all Commissioner files. (Ethics training, Statement of Economic Interest ect...)
- Support for Commission actions including preparation of resolutions and related documents.
- Coordinate with Accountant to prepare and submit accounts payable, accounts receivable and payroll for LAFCO staff.

EMPLOYMENT STANDARDS:

To qualify for this position, an individual must possess a combination of education and experience that would likely produce the required knowledge, skills, and abilities as detailed in this position description:

Education/Experience:

Bachelor's Degree from an accredited college or university with major course work in public or business administration, government, finance, economics, land use planning, public policy, urban studies, political science, graphic information system, or closely related field.

Knowledge of:

Must have strong analytical, communication and interpersonal skills. Five years of office experience preferred.

Must demonstrate expertise in:

- Computers and software programs typically used for data collection, retrieval and analysis, including but not limited to Word, Excel, PowerPoint, and Quick Books.
- Principles and practices relating to budget programs.
- Laws, regulations, and policies applicable to local government and meetings.

Appendix A – Salary Schedule

Classifications represented under this Personnel and Salary Resolution are:

- LAFCO Executive Officer
- **LAFCO Deputy Executive Officer**
- LAFCO Sr. Analyst
- **LAFCO Analyst II**
- **LAFCO Analyst I**
- **LAFCO Office Administrator / Clerk**

1. The present monthly pay rate for represented classification is:

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
<u>LAFCO Office Administrator / Clerk</u>	<u>\$4,401.47</u>	<u>\$4,621.54</u>	<u>\$4,852.62</u>	<u>\$5,095.25</u>	<u>\$5,350.01</u>
LAFCO Analyst I	\$5,352.88	\$5,620.52	\$5,901.55	\$6,196.63	\$6,555.49
LAFCO Analyst II	\$6,243.33	\$6,555.49	\$6,883.27	\$7,227.43	\$7,588.81
LAFCO Sr. Analyst	\$7,215.87	\$7,576.66	\$7,955.49	\$8,353.27	\$8,770.93
LAFCO Deputy Executive Officer	\$9,209.17	\$9,669.63	\$10,153.11	\$10,660.76	\$11,193.92
LAFCO Executive Officer					\$12,083.33

Appendix B – List of Positions Exempt from Overtime Requirements

1. Executive Officer
2. **LAFCO Deputy Executive Officer**
3. LAFCO Senior Analyst
4. LAFCO Analyst I/II
5. **LAFCO Officer Administrator / Clerk**

Employee Acknowledgement Form

I have received and read a copy of the Solano County LAFCO (“LAFCO”) employee policy manual and understand all the policies, guidelines and procedures stated within. The guideline manual describes important information about LAFCO, and I understand that I should consult the LAFCO Executive Officer regarding any questions I might have. I have entered into my employment relationship with LAFCO voluntarily and acknowledge that there is no specified length of employment. Accordingly, either I or LAFCO can terminate the relationship at will, with or without cause, at any time, so long as there is no violation of applicable federal or state law. Furthermore, I acknowledge that this manual is not a contract of employment.

Since the information, policies, and benefits described herein are necessarily subject to change, I acknowledge that revisions to the manual may occur, except to LAFCO's policy of employment-at-will. I understand that LAFCO reserves the right to modify, supplement or rescind any or all of its policies whenever it deems necessary or useful to do so, at any time with or without notice.

EMPLOYEE’S NAME (printed)

EMPLOYEE’S SIGNATURE

Date

Agenda Item 8.E – Cordelia Fire District**Solano Local Agency Formation Commission**

675 Texas St. Ste. 6700 • Fairfield, California 94533
 (707) 439-3897 • FAX: (707) 438-1788

Staff Report

DATE: October 17, 2022
 TO: Local Agency Formation Commission
 FROM: Rich Seithel, Executive Officer
 SUBJECT: **Response to the Cordelia Fire Protection District (CFPD) staffing and response crisis**

Recommendation:

RECEIVE update and APPROVE Executive Officer administrative action that allows the City of Fairfield Fire Department (FFD) to form a short-term arrangement with CFPD for the provision of 9-1-1/emergency calls for service in the CFPD service area while a long-term solution to the CFPD issue is resolved.

Background:

Fire services contracts are governed by Govt. Code Section 56134. This section is very specific on fire agency contracts and contracting for services covering 25% or more of their service area. However, Govt. Code Section 56134 does not contemplate fire contracts based on immediate and critical service deficiencies but is focused on long-term and permanent contracts.

However, Govt. Code Section 56133 offers an exemption where a public health and safety issue is determined. CFPD is in a critical state and unable to provide services within its jurisdiction, thereby creating a public health and safety issue in a failure to provide services. A short-term and temporary arrangement for fire/ems services will reduce the public health and safety issues within CFPD.

Discussion:

The CFPD is facing a serious issue in the delivery of fire/ems service within their service area. This issue is due to staffing and retention issues as a result of the highly competitive market for qualified fire personnel. The 2020 Citygate report noted that:

Commissioners

John Vasquez, Chair • Nancy Shopay, Vice-Chair • Ron Rowlett • Harry Price • Jim Spering

Alternate Commissioners

Robert Guerrero • Ron Kott • Mitch Mashburn

Staff

Rich Seithel, Executive Officer • Christina Love, Deputy Executive Officer • Aaron Norman, Analyst II

Agenda Item 8.E – Cordelia Fire District

“The Districts are very exposed to single points of failure if they were to lose a few career personnel or highly responsive volunteers. They lack ‘strength in numbers’ to be resilient and have redundancy”¹.

Currently, the CFPD lost 50%+ of their resident firefighters and does not have enough career safety personnel to meet their staffing model of 24/7-7 days a week. Due to these staffing and retention struggles, the CFPD is no longer able to provide 24/7-7 emergency response within its jurisdiction.

The City of Fairfield Fire Department entered into discussions with CFPD to assist in covering the breach of this safety emergency. On October 4, the Fairfield City Council approved a short-term arrangement that the FFD would provide 9-1-1/emergency calls for service with Fairfield fire apparatus response and chief officer coverage. The short-term agreement does not include prevention, administration, or any other auxiliary functions of the FFD.

It is important for the Commission to know that the Solano County Office of Emergency Services, Sheriff’s Office Dispatch Center, and Solano County Communications have been working with the City of Fairfield in advance of this transition.

In the short term, the FFD is willing and equipped to accommodate the CFPD’s roughly 50 calls per month under a “fee per call” model (est. \$475/call) while maintaining service levels in its own jurisdiction.

Staff is recommending the Commission receive this update and allow the LAFCO Executive Officer to administratively approve the FFD assuming the emergency call responsibility of the CFPD on a short-term basis, while the CFPD reaches a long-term solution.

Attachment:
Attachment A – City of Fairfield Fire Department letter

¹ Finding #13 – page 88 of the 2020 Citygate report.



CITY OF FAIRFIELD

Founded 1856 - Incorporated December 12, 1903

FIRE DEPARTMENT

September 19, 2022

Rich Seithel
Executive Officer
Solano LAFCO
675 Texas Street
Suite 6700
Fairfield, California 94533

Re: Short-Term Contract for Service between City of Fairfield Fire Department & Cordelia Fire Protection District

Dear Mr. Seithel:

The City of Fairfield Fire Department (FFD) is seeking Solano LAFCO approval to enter a short-term contract for service with the Cordelia Fire Protection District (CFPD) under Government Code section 56133(c) on the grounds that the Cordelia Fire Protection District is facing a public health and safety emergency.

The desired arrangement is limited to 9-1-1/emergency calls for service (fee per call), to include FFD apparatus response and chief officer coverage. The short-term agreement will not include prevention, administration, or any other auxiliary functions of FFD. In the short-term, FFD is willing and equipped to accommodate the CFPD's roughly 50 calls per month under a 'fee per call' model while maintaining service levels in its own jurisdiction. FFD currently has two fully staffed advanced life support (ALS) crews deploying from Fire Station 35, located at 600 Lopes Road which is currently the station with quickest response to the majority of CFPD's response area.

Rich Seithel

Re: Short-Term Contract for Service between City of Fairfield Fire Department & Cordelia Fire Protection District

September 19, 2022

Page 2

FFD has already started response coverage upon request when CFPD is unable to adequately staff its units and would like to formalize the relationship as soon as possible in an effort to recover some costs. Ideally the short-term agreement will remain in effect no later than June 30, 2023 or until a long-term solution has been reached.

Regards,



MATT LUCKENBACH
Fire Chief

TA

cc: John Sturdee, Deputy Chief of Operations
Robb Herrick, Deputy Chief of Support Services
Steven Conti, Fire Marshal
Taylor Armour, Administration Division Manager