

**Agenda for the Regular Meeting of the Board of Directors
Tuesday – August 11, 2015**

7:30 PM - Marinwood Community Center Classroom

	Time	Description:	Board Action
A.	7:30 PM	CALL TO ORDER AND PLEDGE OF ALLEGIANCE	
B.	7:30 PM	AGENDA	Approve
C.	7:35 PM	CONSENT CALENDAR a. Draft Minutes of Regular Meeting of July 14, 2015 b. Draft Minutes of Special Meeting of July 30, 2015 c. Bills Paid Nos. 1-184 d. Contract for Services with Liebert Cassidy Whitmore e. County of Marin: 6/30/15 Report of County, Schools and District Investments	Approve
D.	7:45 PM	OPEN TIME FOR ITEMS NOT ON AGENDA <i>Speakers are asked to limit comments to two minutes. Speakers may comment only on non-agenda and Closed Session items. The Board may not take action on, consider or debate items not on the agenda except under narrow circumstances meeting statutory tests. Response to comments on non-agenda items will be limited to factual information or clarifying questions from staff or Board. The President may refer the matter to staff, or refer the matter to a future meeting agenda.</i>	
E.	8:00 PM	1. David Brown, July 16, 2015: Concerns regarding statements made at July 14, 2015 board meeting related to pension liabilities	Review
		2. Bob Briare, President, Marin Professional Firefighters, IAFF Local 1775, July 25, 2015: UPDATE – Civic Openness in Negotiations (COIN)	Review
		3. Jody Morales, August 3, 2015: Concerns regarding - Statements made at July 14, 2015 board meeting related to pension liabilities; Fact finding documents; Dispersal at July 14 meeting of Larkspur "DRAFT" response to Grand Jury	Review
		4. Liz Dale, August 4, 2015: Information regarding Department of Public Works upcoming tree and bush trimming work along Lucas Valley Road	Review
		5. Liz Dale, August 6, 2015: Concerns regarding Creekside Park and June 2015 Park & Recreation Commission meeting, inspection and suggestions for park	Review
F.	8:10 PM	FIRE DEPARTMENT MATTERS	
		1. Fire Department - Activity Summary Report for July, 2015	Review
		2. Fire Department - Chief Report	Review
		3. Shared Services Update	Discuss
		4. Paramedic/Advanced Life Support Engine Company Update	Discuss
		5. Date of Next Fire Commission Meeting – September 1, 2015	
G.	8:30 PM	PARK AND RECREATION MATTERS	
		1. Draft Minutes of Park and Recreation Commission Meeting of June 23, 2015	Review
		2. Recreation and Maintenance Activity Reports	Review
		3. Date of Next Commission Meeting – September 22, 2015	
H.	8:50 PM	NEW AND OTHER BUSINESS	
		1. Special Tax for Fire Protection: Ballot Measure– Designate District Representatives to Create and Submit Argument in Favor of Measure and Identify Supporters to Sign Argument	Designate
		2. Special Tax for Parks, Open Space and Street Landscape Maintenance: Ballot Measure– Designate District Representatives to Create and Submit Argument in Favor of Measure and Identify Supporters to Sign Argument	Designate
		3. SEED Solar Power Purchase Agreement Amendment: Non-Appropriation Event	Approve
		4. Social Media Policy for Board and Staff – Initial discussion regarding the development of guidelines and allowable practices	Discuss
		5. Requests for Future Meeting Agenda Items	
K.	9:15 PM	RECOGNITIONS and BOARD MEMBER ITEMS OF INTEREST	
		DATE OF NEXT REGULAR BOARD MEETING – September 8, 2015 at 7:30 PM	

Marinwood Community Services District

Draft Minutes of Board of Directors Meeting
Tuesday July 14, 2015

Time and Place: 7:30PM Marinwood Community Center classroom.

Present:

Board Members: President Tarey Read, Justin Kai, Bill Hansell, Deana Dearborn and Bill Shea.

Staff: District Manager Eric Dreikosen, Fire Chief Thomas Roach, Recreation Director Shane DeMarta, Firefighters John Bagala, Jeff Smith, Joel White, Brandon Selvitella and John Papanikolaou, Administrative Assistant Carolyn Sullivan.

Fire Commissioners: Chair Jeff Naylor and Ron Marinoff.

Park and Recreation Commissioners: Chair Izabela Perry.

Others Present: Stephen Nestel, Linda Barnello, Bob Briare, John Grey, David Brown, Bruce Anderson, Jody Morales and Ray Day.

Call to Order and Pledge of Allegiance

Agenda

Read moved item D (Open Time for Non Agenda Items) to before item G (Fire Department Matters).

Consent Calendar

a. *Draft Minutes of Regular Meeting of June 9, 2015:* Kai requested deletion of "...we can't move swiftly enough for a ballot measure" to "...the current process involving other interested parties will likely move faster than we can act as a district, considering we'd have to do a bond purchase through a ballot measure."

b. *Bills paid Nos. 1068-1192:* Barnello asked about the reimbursements to staff. DeMarta replied his Marinwood credit card was compromised therefore staff had to use more petty cash. Dearborn inquired about the County Counsel charges. Dreikosen replied just under \$1,000 was spent due to research and response regarding an unfounded Brown Act violation allegation that was filed with the District Attorney by a member of the public. The remaining amount was due to a personnel issue. The other amount of \$675.08 was for vehicle and radio maintenance performed by County. Shea inquired about the overtime costs. Roach replied there was a strike team that was dispatched; Marinwood will be reimbursed about \$10,000.

M/s to approve Consent Calendar with minutes as amended. Ayes: Kai, Read, Hansell, Dearborn and Shea.

Nays: None. Motion carried unanimously.

Correspondence

1. *Marin Professional Firefighters, June 25, 2015: Concerns over proposed Civic Openness in Negotiations (COIN):* Bob Briare, President of the Marin Professional Firefighters Union had written the letter and stated it was for Board review. David Brown commented the Firefighters would like to keep the public in the dark regarding negotiations and objected when the Board hired lawyers to assist in negotiations while they themselves are legally represented. Brown stated Marinwood should consider filing bankruptcy to cut the large pensions. Read stated the labor group has not objected to the Board seeking professional advice. Hansell disagreed with Read's statement. Hansell added the Board will begin new negotiations shortly and feels some of COIN's recommendations should be followed.

2. *Bruce Anderson, June 29, 2015: Providing suggestions for District board candidate forums in upcoming election:* Anderson suggested the Board take a more active role in elections and have the District provide space for a candidate forum. Anderson also suggested providing candidates with a table at the upcoming community events. Read thanked Anderson and stated filing is open. Kai commented he has concerns mixing community events with politics.

3. *Jonathon Yank, Messing Adam & Jasmine LLP on behalf of Marinwood Professional Firefighters, IAFF Local 1775, June 29, 2015: Requirement that District meet and confer prior to changing staffing levels:* Read commented she had added this to the agenda as an FYI for transparency. Hansell commented this is an opinion by a lawyer; it is the perfect example of why the District needs to utilize representation to respond. Dearborn stated this is a notification to the Board; the Board does not necessarily need to reply. The Board has a requirement to the tax payers to meet minimum staffing levels. Anderson stated items 3 and 4 under Correspondence should be closed session items. Hansell agreed with Anderson. Read commented there is no litigation at this time. Kai stated there might be future litigation issues.

4. *Jennifer S. Stoughton, Messing Adam & Jasmine LLP on behalf of the Marinwood Professional Firefighters, IAFF Local 1775, June 30, 2015: California Public Records Act Request:* Shea asked how much staff time has been spent on this matter. Roach replied it is ongoing. Anderson asked if the District has retained Counsel. Read replied Counsel has been contacted. Hansell requested the District Manager track his time spent on the matter. Bagala stated the reason the letter was sent was due to Hansell's initial letter to the Board.

5. *Russ Albano, July 5, 2015: Response to Director Hansell's letter dated June 24, 015:* The Board acknowledged the letter.

Board Matters

1. *Discussion regarding Director Hansell's Letters to the District Board of Directors and District Commissions dated June 9, 2015 (see Minutes 7/9/15), June 24, 2015 (included in packet), July 9, 2015 (included in packet):* Hansell stated his interest is directly related to fiscal responsibility; the Board has approved to set aside 6.5% in reserves. In 2015/16 the District is making lump sum payments to PERS for pensions which is unprecedented, and does not want to see the District fail to meet its future liabilities, it is the Board's responsibility to financially analyze everything. Jody Morales stated she was impressed with Hansell's concerns. Marinoff commented the last Fire Department tax barely passed. He would like to have the auditor give a professional opinion on how the District should move forward with its finances. The Board reminded Marinoff that the Auditor is not hired to give advice. Hansell stated the District might be able to clarify operational costs versus reserves and to pay in advance our future liabilities. Naylor stated he had replied to Hansell with a letter of his own. He agrees the District faces a major challenge in regards to financing reserves, but has concerns with Hansell's focus of how the District should save money. There will be no substantial difference to stopping the Strike Teams or overtime issues. Naylor suggested the District should make structural changes to save money. Anderson inquired what structural changes could be made; and any structural change suggestions should come from the Commission as a whole. White stated the Board should look at Park and Recreation to make structural changes. Hansell stated structural changes have been made in the Park Department with the elimination of the Manager and a Maintenance Worker. The greatest post retiree liabilities lie within the Fire Department. The Fire Department is 50% of the budget; summer camps alone bring in over \$250,000. Perry commented due to restructuring efforts the Park department was able to cut two positions and save the District about \$150,000. Kai stated the District's finances have improved, but our liabilities continue to grow; all options should be considered a possibility even bankruptcy. Kai stated too much is being read into Hansell's letter, COIN's recommendations are just a possibility. Dearborn stated she would like to see monthly budget to actuals as well as savings in each department to come up with District reserves. Shea stated the District has serious long term debt, Hansell's ideas are good ones. The District is burdened by PERS, the purchase of the new fire engine as well as future negotiations. Hansell stated resources are stretched, staff is overwhelmed and the Board needs to set policies before the passing of another budget. Dearborn suggested a special meeting before November to discuss the policy of budgeting. Bagala stated the District had the opportunity to do an actuarial study regarding a healthcare vesting schedule for future Park and Recreation employees and all current employees to assess the full future liabilities of the District and the Board chose not to.

Open Times for Items not on the Agenda

Perry asked the Board to write a letter to former District Manager Tom Horne for his years of service to the District and community. Read agreed and asked Perry to draft the letter.

Barnello asked for clarification of overtime for non-union employees. DeMarta replied non-union exempt employees do not receive overtime; some receive administrative leave but this is not directly tied to overtime worked.

Fire Department Matters

1. *Draft Minutes of Fire Commission Meeting of July 7, 2015:* Naylor commented the Board should consider staggering the liaison appointments; this will educate all Board members and remove any affinities towards departments.

Dearborn asked who cleaned 642 Appleberry. Roach replied the homeowner performed the maintenance.

2. *Fire Department –Activity Summary Report for June, 2015:* No additional comments.

3. *Fire Department- Chief Report:* No additional comments.

4. *Shared Services Update:* Naylor stated the Board should be ready and able to make offer to a paramedic firefighter as soon as possible.

5. *Resolution 2015-06: Authorizing Execution of Joint Exercise of Powers Agreement II Relating to the Marinmap Project:* Kai inquired if all departments may have access to the maps. Roach replied yes.

M/s Hansell/ Shea to approve Resolution 2015-06: Authorizing Execution of Joint Exercise of Powers Agreement II Relating to the Marinmap Project. Ayes: Kai, Read, Hansell, Dearborn and Shea. Nays: None. Motion carried unanimously.

6. *Fire Commission Bylaws:* Dreikosen stated they have been vetted and would recommend adoption at this time.

M/s Shea/Kai to approve Fire Commission Bylaws. Ayes: Kai, Read, Hansell, Dearborn and Shea. Nays: None. Motion carried unanimously.

7. *Resolution 2015-07: Calling a Special Election to be held in its Jurisdiction; Establishing a Date for Election; Adopting Intended Ballot Language; Ordering the Consolidation of Said Election; Requesting Election Services by the Registrar of Voters(Ballot Measure Language for Appropriations Limit Increase for Fire Protection and Emergency Services):* Dreikosen stated this is being run by County Counsel. Dreikosen noted this measure is allowing the District to spend the money it is already collecting; it's not a new or increased tax.

M/s Kai/ Shea to approve Resolution 2015-07: Calling a Special Election be held in its jurisdiction; Establishing a date for election; Adopting intended ballot language; Ordering the consolidation of said election; Requesting election services by the registrar of voters (Ballot measure language for appropriations limit increase for fire protection and emergency services). Ayes: Kai, Read, Hansell, Dearborn and Shea. Nays: None. Motion carried unanimously.

Park and Recreation Matters

1. *Draft Minutes of Park and Recreation Commission Meeting of June 23, 2015*: No additional comments.
2. *Recreation and Maintenance Activity Reports*: Shea thanked the department for a good Friday night Music in the Park.
3. *Proposed Ballot Measure Altering Current Park, Open Space and Street landscape Special Tax from Per Parcel basis to Per Unit Basis*: Read commented she admired Kai for spending so much time on this matter. Hansell asked if there were any senior exemptions. Kai responded no; and the current one does not have a senior exemption. Kai commented everything is detailed in the letter in the Board packet it would be good for the District to be proactive in re-structuring this tax at this point in time.

M/s Kai/ Shea to approve Ballot Measure Altering Current Park, Open Space and Street Landscape Special Tax from Per Parcel Basis to Per Unit Basis and that the District authorize our General Counsel not to exceed \$10,000 in legal fees to prepare the ballot measure, resolution calling the election, resolution requesting consolidation with the County election and the implementing tax ordinance to execute restructuring the park maintenance parcel tax into a per unit tax. Any portions of this process, which can be executed by MCSD staff, should be done so in an effort to keep outside legal costs to a minimum. Once ready, the board would need to reconvene at a special meeting to approve and submit to the County before the August 7th County ballot measure submission deadline, for voters to approve in the November General Election. Ayes: Kai, Read, Hansell, Dearborn and Shea. Nays: None. Motion carried unanimously.

Fiscal Matters

1. *2015-2016 Budget Amendment to Reflect Approval of PG&E Rebate and On-Bill Financing of Pool Energy Efficiency Project Revenue and Associated Expenditure*: Read stated there is no fiscal impact. Dearborn asked what the reimbursement time frame is. Dreikosen replied 6-8 weeks. DeMarta stated it will have paid for itself within 3-5 years.

M/s Dearborn/ Shea to approve 2015-2016 Budget Amendment to Reflect Approval of PG&E Rebate and On-Bill Financing of Pool Energy Efficiency Project Revenue and Associated Expenditure. Ayes: Kai, Read, Hansell, Dearborn and Shea. Nays: None. Motion carried unanimously.

New and Other Business

1. *Resolution 2015-08: Election of Directors to the Special District Risk Management Authority Board of Directors*: M/s Dearborn/Kai to elect in order Ed Gray, R. Michael Wright and Sandy Seifert-Raffelson. Ayes: Kai, Read, Hansell, Dearborn and Shea. Nays: None. Motion carried unanimously.
2. *Energy efficiency Projects Update*: Dreikosen stated the pool upgrades are the bulk of the projects as was mentioned earlier.
3. *SEED Solar Power Purchase Agreement Update*: Dreikosen stated he had met with representatives last month and the project is moving in the right direction. They have sent rough designs and the project might be scaled down to reflect our needs. Hansell stated there is still time to discuss aesthetics. Dreikosen stated the roof repairs will need to be completed soon as well. Dearborn requested when information is received by the Manager it be sent to the individual Board members. Nestel questioned the roof repairs. Dreikosen stated they need to be done whether or not the District installs solar and the cost is already in the budget.
4. *LAFCO Update*: Kai stated Mr. Baker was elected.
5. *Requests for future Meeting Agenda Items*:
 - Paramedic Firefighter update
 - Lighting in external restroom facility

Recognitions and Board Member Items of Interest

Read thanked the Firefighters for another great 4th of July pancake breakfast.

Shea recognized Hansell for his work with the Friday night Music in the Park series. Hansell thanks Shea and noted the Recreation Department has garnered Sponsorships to help ease the cost of the event.

Kai thanked Dreikosen for his assistance regarding the Park Parcel tax and thanked the Recreation Department for the additional evening lap swim times.

Closed Session

Personnel exemption; The Board may meet in closed session to confer with its designated representatives to Marinwood Professional Firefighters regarding wages, benefits and working condition matters, pursuant to Government Code section 54957.6. Designated Representatives: Bill Shea, Justin Kai and Jeff Naylor.

The Board entered into closed session at 11:15PM. The Board exited closed session at 12:27, no action was taken.

The meeting was adjourned at 12:28AM.

Respectfully submitted,
Carolyn Sullivan

Marinwood Community Services District

Draft Minutes of Board of Directors Meeting
Thursday July 30, 2015

Time and Place: 7:30PM Marinwood Community Center classroom.

Present:

Board Members: President Tarey Read, Justin Kai, Bill Hansell, Deana Dearborn and Bill Shea.

Staff: District Manager Eric Dreikosen, Fire Chief Thomas Roach and Administrative Assistant Carolyn Sullivan.

Park and Recreation Commissioners: Chair Izabela Perry.

Others Present: Stephen Nestel, Linda Barnello, Ray Day, Mary Stompe.

Call to Order and Pledge of Allegiance

Resolution 2015-09:

Tarey Read opened the public hearing by reading the Resolution into the record.

Resolution 2015-09: A Resolution of the Board of Directors of the Marinwood Community Services District calling a special election on Tuesday, November 3, 2015, Ordering that a question relating to the levy of a special tax be submitted to the voters at the special election, and requesting that the Board of Supervisors of the County of Marin consent to the consolidation of the special district election with the uniform district election to be held on said date and to render specified services to the district pursuant to Section 10400 of the elections code.

Read commented the purpose of updating the tax is so every home will pay the Park tax. The reason this item is on the Special Meeting agenda is due to timing; the election office needs verbiage before the date of the next Regular Board of Directors meeting in August.

Kai stated he would like all the members of the public as well as his fellow Board members to know that he did post on the NextDoor website, did not disclose any new information nor did Kai speak with any other Board members via the website.

Kai stated this Resolution will ensure a fair tax per household.

Shea commented this is a smart move; it is fair and equitable.

Hansell questioned if the vote on this Resolution will require 2/3 of the Board. Dreikosen replied he was unsure but will confirm. Hansell commented the original intention of the tax was a per parcel situation. In the case of the Case family they have a second unit, but only because they divided their lot. Hansell stated he is sympathetic, but at the same time there are more families using our park facilities as well. The equality of the measure needs to stand. The Board should not make exceptions to the measure. Hansell questioned why the Resolution had to come before the Board now and not next year. Kai responded due to the GANN limit; it would be unwise to have two Park taxes on the same ballot.

Mary Stompe from PEP Housing stood and read a prepared statement opposing this Resolution. The proposed Resolution is not equitable. Read replied some pushback from the community regarding the proposed housing in the District was due to the fact that the residents would not be paying taxes to the District; this Resolution will help ease those concerns.

Dearborn commented the Grady Ranch project has not been annexed to the District as of now. Additionally the Board has been discussing this topic for quite a while. Dearborn stated the Measure should not include exceptions it needs to remain uniform. The voters will decide the fate of the measure.

Barnello stated she had concerns with serial hub meetings being held on Nextdoor and stated there have been Brown Act violations and will decide if she should go to the D.A. office with the violations. She read a Nextdoor post written by former District Manager Thomas Horne regarding Board member posts on the Nextdoor website. Read replied she was incorrect.

Day stated he supported the Resolution; the Board needs to look out for the District's finances.

M/s Shea/Dearborn to approve Resolution 2015-09: A Resolution of the Board of Directors of the Marinwood Community Services District calling a special election on Tuesday, November 3, 2015, Ordering that a question relating to the levy of a special tax be submitted to the voters at the special election, and requesting that the Board of Supervisors of the County of Marin consent to the consolidation of the special district election with the uniform district election to be held on said date and to render specified services to the district pursuant to Section 10400 of the elections code. Ayes: Kai, Read, Hansell, Dearborn and Shea. Nays: None. Motion carried unanimously.

CLOSED SESSION

Personnel exemption; The Board may meet in closed session to confer with its designated representatives to Marinwood Professional Firefighters regarding wages, benefits and working condition matters, pursuant to Government Code section 54957.6.

The Board entered into Closed Session at 6:50PM. The Board exited Closed Session at 9:15PM, no action was taken.

The date of the next Regular Board meeting is August 11, 2015 at 7:30PM.

The meeting was adjourned at 9:15PM.

Respectfully submitted,
Carolyn Sullivan

**MARINWOOD COMMUNITY SERVICES DISTRICT
REQUEST FOR PAYMENT OF CLAIMS**

Fund 73700

Cost Centers- 4100 St Lgts
Cost Centers- 3100 Fire
Cost Centers- 2100 Recreation
Cost Centers- 1100 Park

Approved by the Board of Directors on August 11, 2015

NO.	VENDOR	TOTAL CLAIM	PURPOSE	Cost Center	GL Account	Functional Area	AMOUNT
1	AIG Life	347.76	Life Ins. Aug.	3100	5130120	103000	173.42
				2100	5130120	103000	94.3
				1100	5130120	103000	80.04
2	PERS Health	39,652.01	Health Ins. August	3100	5130120	103000	22,047.96
				2100	5130120	103000	7,755.36
				1100	5130120	103000	9,848.69
3	PERS Retirement	11,739.87	Retirement 7/10/15	3100	5130510	103000	8,959.67
				2100	5130510	103000	1,606.57
				1100	5130510	103000	1,173.63
4	Marinwood CSD	187,306.17	Fire Reg. Salary	3100	5110110	103000	34,274.08
				3100	5120110	103000	11662.15
				3100	5110319	103000	1,427.93
				3100	5110210	101000	611.46
				3100	5110110	101000	1,865.60
				3100	5110210	101000	70.27
				2100	5110210	101000	611.46
				1100	5110210	101000	305.72
				2100	5110110	101000	932.80
				1100	5110110	101000	932.80
				2100	5110210	101000	35.14
				1100	5110210	101000	35.13
				2100	5110110	103000	10,513.60
				1100	5110110	102000	7,472.00
				2100	5110210	104000	883.00
				2100	5110210	105000	17715.09
				2100	5110210	113000	4,969.00
				2100	5110210	106000	7,854.23
				2100	5110210	107000	74,047.56
				2100	5110210	109000	472.50
				2100	5110210	110000	106.25
				3100	5210230	103000	125.98
				2100	5210230	103000	330.24
1100	5210230	103000	18.68				
3100	5140140	103000	3,594.02				
2100	5140140	103000	9,421.86				
1100	5140140	103000	474.94				
2100	5140145	103000	3,617.65				
			2120066	103000	-7,074.97		
5	Delta Dental	2,694.06	Dental Ins July	3100	5130120	103000	1,565.52
				2100	5130120	103000	521.75
				1100	5130120	103000	606.79
6	SDRMA	183,162.24	Workers Comp FY15/16	3100	5140115	103000	115,392.21
				2100	5140115	103000	40,295.69
				1100	5140115	103000	27,474.34
7	PERS Health	39,660.17	Health Ins July	3100	5130120	103000	22,052.50
				2100	5130120	103000	7,756.96
				1100	5130120	103000	9,850.71
8	Ca Assoc of Pro Fire	214.50	Long Term Dis July	3100	5130120	103000	214.50
9	Vision Svcs Plan	487.30	Vision Ins. July	3100	5130120	103000	265.81
				2100	5130120	103000	99.66
				1100	5130120	103000	121.83
				2100	5130120	103000	94.30
11	CalPERS	13,384.00	Unfunded Liability(Fire)	3100	5130510	103000	13,384.00
12	SDRMA	50.00	General Ins.	2100	5210525	103000	50.00
13	Marin Pro Firefighters	590.00	Union Dues July	3100	5211330	103000	590.00
14	SDRMA	22,297.56	Prop/Liability Ins.	3100	5210525	103000	9,690.57
				2100	5210525	103000	5,687.67
				1100	5210525	103000	6,919.32
				3100	5110110	103000	36,872.86
15	Marinwood CSD	179,904.01	Fire Reg. Salary	3100	5110110	103000	36,872.86

NO.	VENDOR	TOTAL CLAIM	PURPOSE	Cost Center	GL Account	Functional Area	AMOUNT
			Fire Overtime	3100	5120110	103000	15,694.35
			Shift Cap/Work Week	3100	5110319	103000	1,164.61
			Admin Asst	3100	5110210	101000	540.82
			Admin Mngr	3100	5110110	101000	1,865.60
			Admin Mngr	3100	5110210	101000	23.43
			Admin Asst	2100	5110210	101000	540.82
			Admin Asst	1100	5110210	101000	270.42
			Admin Mngr	2100	5110110	101000	932.80
			Admin Mngr	1100	5110110	101000	932.80
			Admin Mngr	2100	5110210	101000	11.72
			Admin Mngr	1100	5110210	101000	11.71
			Rec Salary	2100	5110110	103000	10,513.60
			Rec Hourly	2100	5110210	103000	295.00
			Park Salary	1100	5110110	102000	7,352.00
			Bldg Attendant	2100	5110210	104000	657.00
			Pool Staff	2100	5110210	105000	16,934.88
			Swim Team	2100	5110210	113000	5,113.00
			Aquatics/Lessons	2100	5110210	106000	6,997.09
			Summer Prog.	2100	5110210	107000	63,415.84
			Adult Prog	2100	5110210	111000	100.00
			Payroll billing	3100	5210230	103000	140.91
			Payroll billing	2100	5210230	103000	289.48
			Payroll billing	1100	5210230	103000	18.01
			FICA	3100	5140140	103000	4,081.14
			FICA	2100	5140140	103000	8,433.10
			FICA	1100	5140140	103000	474.94
			CA/EDU	2100	5140145	103000	3,288.72
			Benefits withholding		2120066	103000	-7,062.64
16	CalPERS	3,671.00	Unfunded Liability(P&R)	2100	5130510	103000	2,042.00
				1100	5130510	103000	1,629.00
17	PERS Retirement	11,862.20	Retirement 7/24/15	3100	5130510	103000	9,069.50
				2100	5130510	103000	1,612.82
				1100	5130510	103000	1,179.88
18	Ca Assoc of Pro Fire	214.50	Long Term Dis Aug	3100	5130120	103000	214.50
19	AFLAC	127.40	Disability Ins	1100	5130120	103000	127.40
20	AT&T	79.00	Park Internet	1100	5210725	103000	79.00
21	PG&E	5,002.70	Electricity June	3100	5210810	103000	1,150.81
				2100	5210810	103000	3,660.53
				1100	5210810	103000	191.36
22	AT&T	268.45	Phones June	3100	5210725	103000	162.42
				2100	5210725	103000	88.63
				1100	5210725	103000	17.40
23	MMWD	3,484.14	Water Arp-Jun	3100	5210835	103000	100.00
				2100	5210835	103000	154.87
				1100	5210835	103000	3,229.27
24	American Messaging	56.21	Fire messaging	3100	5210725	103000	56.21
25	Verizon	164.36	Wireless	3100	5210725	103000	164.36
26	Comcast	96.80	FH cable July	3100	5210725	103000	96.80
27	PG&E	438.51	Gas June	3100	5210810	103000	50.79
				2100	5210810	103000	387.72
28	Siemens	257.25	Streetlights May	4100	5210915	103000	257.25
29	PG&E	1,346.91	Streetlights June	4100	5210825	103000	1,346.91
30	Comcast	134.00	Internet	3100	5210725	103000	67.00
				2100	5210725	103000	67.00
31	Comcast	76.01	FH cable Aug	3100	5210725	103000	76.01
32	Marin Dance Theatre	472.50	Summer Dance Camp	2100	5210146	107000	472.50
33	CPRS	245.00	Memberships	2100	5211330	103000	245.00
34	Staples	902.52	Office supplies	3100	5220110	103000	150.00
				2100	5220110	103000	752.52
35	Dairy Delivery	947.10	Vending	2100	5220826	105000	947.10
36	Co of Marin Tax Collect	2,050.00	Counsel Apr-June	1100	5210131	103000	358.76
				2100	5210131	103000	717.51
				3100	5210131	103000	973.73
37	Marinwood Market	1,657.00	Camp Lunches	2100	5220819	107000	1,522.00
				2100	5220819	112000	135.00
38	Pitney Bowes	116.00	Meter lease	2100	5220110	103000	116.00
39	National Construction	95.43	Handwashing station	2100	5220819	107000	95.43

NO.	VENDOR	TOTAL CLAIM	PURPOSE	Cost Center	GL Account	Functional Area	AMOUNT
40	Great America Financial	217.41	Copy Machine	3100	5220130	101000	65.22
				2100	5220130	101000	130.45
				1100	5220130	101000	21.74
41	John Deere Landscapes	288.15	Grounds Maint	1100	5220310	103000	288.15
42	Pitney Bowes	61.19	Meter supplies	2100	5220110	103000	61.19
43	Marin Sanitary Service	2,715.60	Garbage June	3100	5210815	101000	271.56
				2100	5210815	101000	543.12
				1100	5210815	101000	1,900.92
44	Airgas	125.50	Pool chems	2100	5220810	105000	125.50
45	Marin Resource Recovery	185.00	Dump fees	1100	5210815	101000	185.00
46	Western Exterminator	217.00	Pest Control	3100	5220310	103000	146.00
				2100	5220310	103000	71.00
47	Pet Waste Eliminator	303.99	Pet bags	2100	5220827	104000	303.99
48	Grainger	2,295.18	In house equip maint	3100	5220210	103000	866.11
			Flood Light	1100	5220210	103000	170.58
			Pool Maint	2100	5220215	105000	24.81
			Gloves/Paint	1100	5220310	103000	711.51
			Janitorial	2100	5220827	103000	522.17
49	Marinwood Market	741.00	Camp Lunches	2100	5220819	107000	679.00
				2100	5220819	112000	62.00
50	Play Well Teknologies	2,530.00	Lego Camps	2100	5210146	107000	2,530.00
51	Techsplosion	1,600.00	Tech summer camps	2100	5210146	107000	1,600.00
52	S&S Worldwide	588.09	Summer prog supplies	2100	5220819	107000	588.09
53	Spark Creativity	1,600.00	Clay sculpting camps	2100	5210146	107000	1,600.00
54	Dragonfly Designs	1,760.00	Jewelry making camps	2100	5210146	107000	1,760.00
55	Emergency Svcs Marketing	800.00	Texting svcs	3100	5220810	103000	800.00
56	ECMS	296.08	Clothing	3100	5220810	103000	296.08
57	LN Curtis & Sons	260.52	Fire Equip	3100	5220210	103000	260.52
58	Postal Palace	96.59	FedEx charges	3100	5220110	103000	96.59
59	State of Ca Dept Justice	1,184.00	Fingerprinting	2100	5210129	103000	1,184.00
60	Marin County HazMat	1,500.00	JPA	3100	5211610	103000	1,500.00
61	Home Depot	2,411.22	Grounds Maint	1100	5220310	103000	2,411.22
62	Jubilee Jumps	416.00	Field day	2100	5220819	107000	416.00
63	R&S Erection Svcs	475.00	Bldg Maint	3100	5220310	103000	475.00
64	Leslie's Pool Supplies	1,208.48	Pool chems	2100	5220810	105000	1,208.48
65	Costco	5,756.51	Comm Events	2100	5220826	105000	76.74
			Youth Prog	2100	5220819	110000	71.72
			Staff training	2100	5211315	103000	64.51
			Summer camp supplies	2100	5220819	107000	5,543.54
66	Studio 4 Art	1,562.40	Art summer camps	2100	5210146	107000	1,562.40
67	Incrediflix	667.80	Mincraft camps	2100	5210146	107000	667.80
68	Spark Creativity	1,750.00	Speciality camps	2100	5210146	107000	1,750.00
69	State of Ca Dept Justice	672.00	Fingerprinting	2100	5210128	103000	672.00
70	Air Exchange	772.44	Exhaust system repair	3100	5220310	103000	772.44
71	Burton's Fire Inc.	54.64	Vehicle Maint	3100	5210910	103000	54.64
72	S&S Worldwide	516.66	Summer camp supplies	2100	5220819	107000	516.66
73	Marin Co Fire Chief Assoc	850.00	FY 15/16 Dues	3100	5211330	103000	850.00
74	USPS	164.00	Postal permit	2100	5220110	103000	164.00
75	CalPacific Reporting	2,235.05	Fact finding hearing	3100	5210120	103000	2,235.05
76	My Pony Party/Petting Zoo	887.00	Pony rides/Zoo/Camps	2100	5220819	107000	887.00
77	K&B Motorsports	15,999.00	Park Vehicle	1100	5220916	103000	15,999.00
78	Marin General Services	201.00	Streetlights	4100	5211610	103000	201.00
79	Co of Marin CDA	705.00	Pool Permit	2100	5211610	103000	705.00
80	Bank of NY	18,164.53	MERA Debt Svcs	3100	5211710	103000	12,982.01
				3100	5211715	103000	3,366.07
				1100	5211710	103000	1,442.45
				1100	5211715	103000	374.00
81	MERA	16,062.00	Operating	3100	5210920	103000	14,455.80
				1100	5210920	103000	1,606.20
82	Marin Landscape Materials	4,846.30	Grounds Maint	1100	5220310	103000	4,846.30
83	MERA	1,995.00	New Project financing	3100	5211710	103000	1,425.81
				3100	5211715	103000	369.69
				1100	5211710	103000	158.42
				1100	5211710	103000	41.08
84	Western Exterminator	217.00	Pest Control	3100	5220310	103000	146.00
				2100	5220310	104000	71.00
85	S&S Worldwide	882.14	Summer camp supplies	2100	5220819	107000	882.14

NO.	VENDOR	TOTAL CLAIM	PURPOSE	Cost Center	GL Account	Functional Area	AMOUNT
86	Allen Heating & Sheetmeta	499.75	AC Maint	3100	5220310	103000	375.00
				2100	5220310	103000	124.75
87	Bank of NY	104,748.27	Loan payments	3100	5211715	103000	4,400.00
				2100	5211715	103000	4,400.00
				3100	5211710	103000	47,974.14
				2100	5211710	103000	47,974.13
88	Co of Marin Tax Collector	2,859.44	LAFCO Charges	3100	5211610	103000	1,429.72
				2100	5211610	103000	714.86
				1100	5211610	103000	714.86
89	Airgas	306.72	Pool chems	2100	5220810	105000	306.72
90	Inland Business	214.61	Copy Machine	3100	5220130	101000	64.38
				2100	5220130	101000	128.77
				1100	5220130	101000	21.46
91	Ca Wine Tours	13,593.83	Field Trip Buses	2100	5220819	107000	13,593.83
92	Marin Dance Theatre	315.00	Dance Camps	2100	5210146	107000	315.00
93	Play Well Teknologies	2,825.00	Mincraft camps	2100	5210146	107000	2,825.00
94	Marin Landscape Materials	1,747.27	Grounds Maint	1100	5220310	103000	1,747.27
95	Krav Maga	1,200.00	Adult Prog	2100	5210146	111000	1,200.00
96	Vanguard	221.25	Janitorial	2100	5211110	104000	221.25
97	Shift Calendars	202.73	Fire Calendars	3100	5220110	103000	202.73
98	Performing Arts Academy	200.00	Summer camps	2100	5220819	103000	200.00
99	Dixie School District	805.00	Room Rentals	2100	5220819	107000	805.00
100	Capoeira of Marin	150.00	Summer camps	2100	5220819	107000	150.00
101	Fitness in Transit	400.00	Summer camps	2100	5220819	107000	400.00
102	Hook Fast	129.32	Fire Equip	3100	5220810	103000	129.32
103	Landesign	2,985.00	Outside Contractor	1100	5211125	103000	2,985.00
104	Learning Resources Net.	395.00	LERN memberships	2100	5211330	103000	395.00
105	State of CA Industrial Rel	146.25	Slide Inspector	2100	5220819	105000	146.25
106	Diego Truck Repair	447.69	Engine Maintenance	3100	5210910	103000	447.69
107	Marinwood Market	671.00	Camp Lunches	2100	5220819	107000	671.00
108	United Camp Conferences	1,360.07	MW Overnight	2100	5220819	107000	1,360.07
109	Co of Marin Tax Collector	1,895.71	Vehicle Maint/Gas	1100	5210910	103000	1,144.85
				3100	5220610	103000	60.17
				1100	5220610	103000	690.69
110	Co of Marin Tax Collector	182.64	Gas	3100	5220610	103000	41.40
				1100	5220610	103000	141.24
111	Dairy Delivery	681.59	Vending	2100	5220826	105000	681.59
112	Dairy Delivery	947.10	Vending	2100	5220826	105000	947.10
113	Scandia	2,887.50	Field Trip	2100	5220819	107000	2,887.50
114	Dixie School District	9,405.00	Room Rentals	2100	5220819	107000	9,405.00
115	Love 2 Dance	375.00	Summer camps	2100	5220819	107000	375.00
116	Kelly Moore Paint	219.85	Grounds Maint	1100	5220310	103000	219.85
117	Airgas	165.47	Pool Chems	2100	5220810	105000	165.47
118	Ewing Irrigation	846.40	Grounds Maint	1100	5220310	103000	846.40
119	Jacksons Harware	103.35	Grounds Maint	1100	5220310	103000	103.35
120	Inland Business	564.48	Copy Machine	3100	5220130	103000	169.34
				2100	5220310	103000	338.69
				1100	5220310	103000	56.45
121	Napa Auto parts	26.20	Vehicle Maint	3100	5210910	103000	26.20
122	Ricciardi, RJ	360.00	Consultant	3100	5210120	103000	360.00
123	Marin Ace Hardware	80.60	FH Maint	3100	5220310	103000	35.11
			Fire Misc supplies	3100	5220810	103000	23.45
			Hydrant Maint	3100	5220215	103000	22.04
124	Hagel Svcs	2,439.03	Janitorial Supplies	2100	5220827	103000	2,439.03
125	US Bank	11,077.82	Food	3100	5220826	103000	521.82
			Small Tools	3100	5220220	103000	605.44
			Edu. Materials	3100	5211320	103000	75.00
			Uniforms/ Supplies	3100	5220825	103000	247.90
			Tech-Nu	3100	5220810	103000	46.28
			Gas	3100	5220610	103000	721.00
			Office supplies	3100	5220110	103000	53.80
			Vehicle Maint	3100	5210910	103000	40.31
			Phones	3100	5210725	103000	30.00
			Bldg Maint	3100	5220310	103000	6.54
			Publications	2100	5211520	103000	740.00
			Office supplies	2100	5220110	103000	163.39
			Summer camp prog	2100	5220819	107000	1,791.99

NO.	VENDOR	TOTAL CLAIM	PURPOSE	Cost Center	GL Account	Functional Area	AMOUNT
			Youth Prog	2100	5220819	110000	1,439.96
			Staff re-certs	2100	5211315	103000	1,645.00
			Fingerprinting	2100	5210128	103000	692.00
			Marketing	2100	5210122	103000	119.99
			Pool Supplies	2100	5220819	105000	980.40
			Aquatics/Lessons	2100	5220819	106000	385.00
			Summer prog. Supplies	1100	5220310	103000	772.00
126	Youth in Arts	160.00	Summer camps	2100	5220819	107000	160.00
127	Krav Maga	450.00	Summer camp prog	2100	5220819	107000	450.00
128	Honey Bucket	180.85	Porta Potty	1100	5220310	103000	180.85
129	LN Curtis & Sons	680.73	Firefighter clothing	3100	5220825	103000	680.73
130	Postel, Thalia	231.00	Refund Camps	2100	4631920	107000	231.00
131	Hirsch, Robert	3,314.00	Fact finding hearing	3100	5210120	103000	3,314.00
132	Rosenberg, Dorie	125.00	Pool refund	2100	4631918	105000	125.00
133	Fretwell, Lucas	1,446.80	Comm Events	2100	5220819	112000	355.65
			Staff training	2100	5211315	105000	31.87
			Vending	2100	5220826	105000	391.52
			Pool equip maint	2100	5220215	105000	148.26
			Aquatics/Lessons	2100	5220819	106000	519.50
134	Warne, Stephanie	122.00	Refund Camps	2100	4631920	107000	122.00
135	Stabile, Santina	188.00	Refund Camps	2100	4631920	107000	188.00
136	Duvanced, Carolina	190.00	Refund Camps	2100	4631920	107000	190.00
137	Laing, David	399.00	Tae Kwon Do classes	2100	5210146	110000	399.00
138	Mehciz, Gerald	6,386.79	Tennis programs	2100	5210146	109000	6,386.79
139	Baumert, Michelle	174.00	Refund Camps	2100	4631920	107000	174.00
140	Bruton, Robyn	680.67	Summer Prog Petty cash	2100	5220819	107000	680.67
141	Pagani, Rossana	259.20	Italian Classes	2100	5210146	111000	259.20
142	Stretchberry, Dana	54.99	Travel	2100	5211440	103000	54.99
143	Lando, Todd	1,078.75	Website FD	3100	5220110	103000	1,078.75
144	DeMarta, Shane	304.12	Camp supplies	2100	5220819	107000	304.12
145	Besharati, Halleh	2,470.00	Sewing Classes	2100	5210146	107000	2,470.00
146	Schulist, Mike	2,910.00	Jazz camps	2100	5210146	107000	2,910.00
147	Bruton, Robyn	1,266.20	Camp supplies	2100	5220819	107000	1,266.20
148	Fretwell, Lucas	661.25	Aquatics/Lessons	2100	5220819	106000	155.37
			Staff training	2100	5211315	105000	60.00
			Pool supplies	2100	5220819	105000	47.68
			Vending	2100	5220826	105000	11.48
			Comm Events	2100	5220819	112000	386.72
149	DeMarta Shane	750.00	Comm Events	2100	5220819	112000	750.00
150	Miles, Geoffrey	1,200.00	Camp entertainment	2100	5220819	107000	1,200.00
151	Sullivan, Carolyn	774.37	Summer prog. Supplies	2100	5220819	107000	615.04
			Vending	2100	5220826	105000	147.34
			Aquatics/Lessons	2100	5220819	106000	11.99
152	Fretwell, Lucas	1,969.72	Pool supplies	2100	5220819	105000	277.54
			Vending	2100	5220826	105000	708.73
			Comm Events	2100	5220819	112000	374.54
			Aquatics/Lessons	2100	5220819	106000	299.28
			Staff training	2100	5211315	105000	309.63
153	Reyes, Yocelyn	288.66	Refund Camps	2100	4631920	107000	288.66
154	Pierce, Jill	250.00	Music for camps	2100	5220819	107000	250.00
155	Bruton, Robyn	179.99	Travel	2100	5211440	103000	179.99
156	Davenport, Bradley	284.99	Shields	3100	5220810	103000	284.99
157	Wood, Sophia	882.00	Refund Camps	2100	4631920	107000	882.00
158	Chaban, Jodi	200.00	Refund Camps	2100	4631920	107000	200.00
159	DeMarta, Shane	1,320.13	Summer camps	2100	5220819	107000	383.61
			Janitorial Supplies	2100	5220827	103000	16.21
			Bldg Maint	1100	5220310	103000	920.31
160	Kenley, Scott	2,700.00	Consultant	3100	5210120	103000	2,700.00
161	DeMarta, Shane	800.00	Community Music	2100	5220819	112000	800.00
162	Bruton, Robyn	727.07	Summer camp supplies	2100	5220819	107000	727.07
163	Sullivan, Carolyn	220.00	Summer/Comm Events	2100	5220819	112000	220.00
164	DeMarta, Shane	392.41	Summer Petty cash	2100	5220819	107000	392.41
165	Ludin, Katie	136.00	Refund Camps	2100	4631920	107000	136.00
166	Block, Greg	130.00	Refund Swim	2100	4631917	106000	130.00
167	Seaver, Karen	55.00	Refund Swim	2100	4631917	105000	55.00
168	DeMarta, Shane	173.01	Speciality camps	2100	5220819	107000	173.01
169	Bahreyni, Chary	70.00	Refund CIT	2100	4631920	107000	70.00

NO.	VENDOR	TOTAL CLAIM	PURPOSE	Cost Center	GL Account	Functional Area	AMOUNT
170	Bruton, Robyn	635.68	Summer supplies	2100	5220819	107000	635.68
171	Fretwell, Lucas	305.40	Aquatics/Lessons	2100	5220819	106000	104.73
			Comm Events	2100	5220819	112000	200.67
172	Johnson, Sterling	250.00	Summer Entertainment	2100	5220819	107000	250.00
173	Project A	57.50	Email svcs	3100	5220110	103000	30.00
				2100	5220110	103000	27.50
174	Jubilee Jumps	80.00	Carnival	2100	5220819	107000	80.00
175	Marin Dance Theatre	255.00	Dance Camps	2100	5210146	107000	255.00
176	Bowen, Timothy	2,415.00	Lego Camps	2100	5210146	107000	2,415.00
177	Mad Science	1,215.00	Science Camps	2100	5210146	107000	1,215.00
178	Mehciz, Gerald	2,437.76	Tennis summer camps	2100	5210146	109000	2,437.76
179	McBride, Ann	220.50	Irish Dance	2100	5210146	110000	220.50
180	Incrediflix	714.00	Imagination camps	2100	5210146	107000	714.00
181	Besharati, Halleh	2,470.00	Sewing Classes	2100	5210146	107000	2,470.00
182	Costello, Christine	1,138.90	Zumba	2100	5210146	111000	1,138.90
183	Marin Fencing Academy	400.00	Fencing class camp	2100	5220819	107000	400.00
184	Pierce, Jill	250.00	Music for camps	2100	5220819	107000	250.00

TOTAL:	#####						1,033,201.25
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Total by Department:							
Streetlights				4100			1,805.16
Fire Department				3100			428,488.76
Recreation Department				2100			495,077.18
Park Department				1100			121,967.76

AGREEMENT FOR SPECIAL SERVICES

This Agreement is entered into between the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation (“Attorney”), and the MARINWOOD COMMUNITY SERVICES DISTRICT (“District”).

1. Conditions

This Agreement will not take effect, and Attorney will have no obligation to provide services, until District returns a properly signed and executed copy of this Agreement.

2. Attorney’s Services

Attorney agrees to provide District with consulting, representational and legal services pertaining to employment relations matters, including representation in negotiations and in administrative and court proceedings, as requested by District or otherwise required by law.

3. Fees, Costs, Expenses

District agrees to pay Attorney the sums billed monthly for time spent by Attorney in providing the services, including reasonable travel time.

The current range of hourly rates for Attorney time is from One Hundred Ninety to Three Hundred Twenty-Five Dollars (\$190.00 - \$325.00), and from Seventy-Five to One Hundred Fifty Dollars (\$75.00 - \$150.00) for time of paraprofessional and litigation support staff. Attorney reviews its hourly rates on an annual basis and, if appropriate, adjusts them effective July 1. Attorney will provide the District with written notification of any adjustment in the range of rates. Attorneys, paraprofessional and litigation support staff bill their time in minimum units of one-tenth of an hour.

District agrees to reimburse Attorney for necessary costs and expenses incurred by Attorney on behalf of District. Attorney bills photocopying charges at Fifteen Cents (\$0.15) per page and facsimile charges at Fifty Cents (\$0.50) per page. A Public Agency Fee Schedule is attached to this Agreement.

Payment by District against monthly billings is due upon receipt of statements, and is considered delinquent if payment is not received within thirty (30) days of the date of the invoice.

The California Business & Professions Code requires us to inform you whether we maintain errors and omissions insurance coverage applicable to the services to be rendered to you. We hereby confirm that the firm does maintain such insurance coverage.

4. Arbitration of Professional Liability or Other Claims

Disputes. If a dispute between District and Attorney arises over fees charged for services, the controversy will be submitted to binding arbitration in accordance with the rules of the California State Bar Fee Arbitration Program, set forth in California Business and Professions Code, sections 6200 through 6206. The arbitrator or arbitration panel shall have the authority to award to the prevailing party attorneys' fees, costs and interest incurred. Any arbitration award may be served by mail upon either side and personal service shall not be required.

If a dispute arises between District and Attorney over any other aspect of the attorney-client relationship, including, without limitation, a claim for breach of professional duty, that dispute will also be resolved by arbitration. It is understood that any dispute as to any alleged breach of professional duty (that is, as to whether any legal

services rendered under this agreement were allegedly unnecessary, unauthorized, omitted entirely, or were improperly, negligently or incompetently rendered) will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. **Both parties to this agreement, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.** Each party is to bear its own attorney's fees and costs.

5. File Retention

After our services conclude, Attorney will, upon District's request, deliver the file for the matter to District, along with any funds or property of District's in our possession. If District requests the file for the matter, Attorney will retain a copy of the file at the District's expense. If District does not request the file for this matter, we will retain it for a period of seven (7) years after this matter is closed. If District does not request delivery of the file for this matter before the end of the seven (7) year period, we will have no further obligation to retain the file and may, at our discretion, destroy it without further notice to District. At any point during the seven (7) year period, District may request delivery of the file.

6. Assignment

This Agreement is not assignable without the written consent of District.

7. Independent Contractor

It is understood and agreed that Attorney, while engaged in performing the terms of this Agreement, is an independent contractor and not an employee of District.

8. Authority

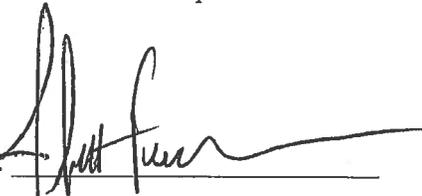
The signators to this Agreement represent that they hold the positions set forth below their signatures, and that they are authorized to execute this Agreement on behalf of their respective parties and to bind their respective parties hereto.

9. Term

This Agreement is effective July 31, 2015, ongoing and may be modified by mutual agreement of the parties. This agreement shall be terminable by either party upon thirty (30) days written notice.

LIEBERT CASSIDY WHITMORE,
A Professional Corporation

MARINWOOD COMMUNITY
SERVICES DISTRICT

By: 
Name: J. Scott Tiedeman
Title: Managing partner
Date: 8/4/15

By: _____
Name: _____
Title: _____
Date: _____

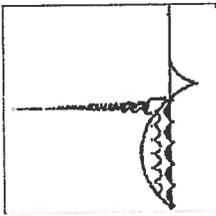
I. PUBLIC AGENCY FEE SCHEDULE

Hourly Rates (As of Agreement Effective Date)

Partners	\$325.00
Of Counsel	\$285.00
Associates	\$190.00 - \$265.00
Paraprofessionals & Litigation Support	\$75.00 - \$150.00

II. COST SCHEDULE

1. Photocopies	\$0.15 per copy
2. Facsimile Transmittal	\$0.50 per page



TREASURER DIVISION - DEPARTMENT OF FINANCE
REPORT OF INVESTMENTS - OPERATING FUNDS
COUNTY OF MARIN, SCHOOLS & SPECIAL DISTRICTS

June 30, 2015

Page 1

INVESTMENT #	TYPE	FACE VALUE	STATED RATE	MATURITY DATE	PURCHASE DATE	BOOK VALUE	YTM 360 DAYS	YTM 365 DAYS	DESCRIPTION	MARKET VALUE
142	LA1	236,824.67	2.967	/ /	07/01/2011	236,824.67	0.294	0.299	Local Agency Investment Fund	236,824.67
3490	LA2	0.00	5.170	/ /	07/01/2011	0.00	0.000	0.001	MM-DREYFUS	0.00
9149	LA2	10,004,172.41	0.040	/ /	07/01/2011	10,004,172.41	0.009	0.010	MM-FIDELITY Institutional Gov	10,004,172.41
4366	LA2	0.00	4.930	/ /	07/01/2011	0.00	0.009	0.010	NATIONS Treasury Reserves	0.00
2246	LA2	10,002,005.04	4.760	/ /	07/01/2011	10,002,005.04	0.009	0.010	MM-WELLS FARGO Institutional G	10,002,005.04
11033	FAD	5,000,000.00	0.000	07/01/2015	03/13/2015	4,998,930.55	0.070	0.070	Fed Natl Mtg Assoc Disc	5,000,000.00
11027	FAD	7,000,000.00	0.050	07/02/2015	03/09/2015	6,998,881.94	0.050	0.050	Federal Home Loan Discount	7,000,000.00
11017	FAD	5,100,000.00	0.070	07/06/2015	02/20/2015	5,098,651.33	0.070	0.070	Federal Home Loan Discount	5,100,000.00
11024	FAD	3,000,000.00	0.065	07/07/2015	03/03/2015	2,999,317.50	0.065	0.065	Federal Home Loan Discount	3,000,000.00
11021	FAD	6,000,000.00	0.065	07/08/2015	02/26/2015	5,998,570.00	0.065	0.065	Federal Home Loan Discount	6,000,000.00
11029	FAD	14,000,000.00	0.070	07/09/2015	03/09/2015	13,996,678.89	0.070	0.070	Fed Natl Mtg Assoc Disc	14,000,000.00
11025	FAD	3,000,000.00	0.065	07/10/2015	03/04/2015	2,999,306.67	0.065	0.065	Federal Home Loan Discount	2,999,970.00
11030	FAD	3,000,000.00	0.070	07/13/2015	03/09/2015	2,999,265.00	0.070	0.070	Fed Natl Mtg Assoc Disc	2,999,970.00
11044	FAD	3,500,000.00	0.075	07/14/2015	03/23/2015	3,499,176.04	0.075	0.076	Federal Home Loan Discount	3,499,965.00
11042	FAD	3,000,000.00	0.050	07/14/2015	03/20/2015	2,999,516.67	0.050	0.050	Fed Natl Mtg Assoc Disc	2,999,970.00
11036	FAD	3,000,000.00	0.000	07/15/2015	03/18/2015	2,999,107.50	0.090	0.091	Fed Natl Mtg Assoc Disc	2,999,970.00
11037	FAD	5,000,000.00	0.090	07/16/2015	03/18/2015	4,998,500.00	0.090	0.091	Fed Natl Mtg Assoc Disc	4,999,950.00
11038	FAD	10,000,000.00	0.090	07/17/2015	03/18/2015	9,996,975.00	0.090	0.091	Fed Natl Mtg Assoc Disc	9,999,900.00
11020	FAD	5,000,000.00	0.070	07/20/2015	02/25/2015	4,998,590.28	0.070	0.070	Federal Home Loan Discount	4,999,950.00
11031	FAD	5,000,000.00	0.060	07/20/2015	03/10/2015	4,998,900.00	0.060	0.060	Federal Home Loan Discount	4,999,950.00
11023	FAD	3,000,000.00	0.060	07/21/2015	02/27/2015	2,999,280.00	0.060	0.060	Federal Home Loan Discount	2,999,970.00
11039	FAD	3,000,000.00	0.000	07/22/2015	03/19/2015	2,999,218.75	0.075	0.076	Federal Home Loan Discount	2,999,970.00

INVESTMENT #	TYPE	FACE VALUE	STATED RATE	MATURITY DATE	PURCHASE DATE	BOOK VALUE	YTM 360 DAYS	YTM 365 DAYS	DESCRIPTION	MARKET VALUE
11040	FAD	3,000,000.00	0.075	07/23/2015	03/19/2015	2,999,212.50	0.075	0.076	Federal Home Loan Discount	2,999,970.00
11041	FAD	4,000,000.00	0.075	07/24/2015	03/19/2015	3,998,941.67	0.075	0.076	Federal Home Loan Discount	3,999,960.00
11045	FAD	3,000,000.00	0.080	07/27/2015	03/23/2015	2,999,160.00	0.080	0.081	Federal Home Loan Discount	2,999,970.00
11043	FAD	5,100,000.00	0.065	07/27/2015	03/20/2015	5,098,812.13	0.065	0.065	Fed Natl Mtg Assoc Disc	5,099,949.00
11018	FAD	4,300,000.00	0.065	07/28/2015	02/23/2015	4,298,796.60	0.065	0.065	Fed Home Ln Mtg Corp Disc	4,299,914.00
11019	FAD	2,700,000.00	0.070	07/29/2015	02/24/2015	2,699,186.25	0.070	0.070	Federal Home Loan Discount	2,699,946.00
11056	FAD	13,500,000.00	0.060	07/30/2015	03/27/2015	13,497,187.50	0.060	0.060	Federal Home Loan Discount	13,499,730.00
11057	FAD	10,500,000.00	0.055	07/30/2015	03/30/2015	10,498,042.92	0.055	0.055	Federal Home Loan Discount	10,499,790.00
11058	FAD	10,000,000.00	0.055	07/30/2015	03/31/2015	9,998,151.39	0.055	0.055	Federal Home Loan Discount	9,999,800.00
11060	FAD	10,000,000.00	0.050	07/30/2015	04/01/2015	9,998,333.33	0.050	0.050	Federal Home Loan Discount	9,999,800.00
11046	FAD	5,000,000.00	0.080	07/31/2015	03/24/2015	4,998,566.67	0.080	0.081	Federal Home Loan Discount	4,999,900.00
11032	FAD	6,000,000.00	0.070	07/31/2015	03/11/2015	5,998,343.34	0.070	0.070	Fed Home Ln Mtg Corp Disc	5,999,880.00
11065	FAD	3,600,000.00	0.065	08/03/2015	04/06/2015	3,599,226.50	0.065	0.065	Federal Home Loan Discount	3,599,856.00
11053	FAD	3,600,000.00	0.100	08/04/2015	03/26/2015	3,598,690.00	0.100	0.101	Fed Natl Mtg Assoc Disc	3,599,856.00
11054	FAD	3,000,000.00	0.100	08/05/2015	03/26/2015	2,998,900.00	0.100	0.101	Fed Natl Mtg Assoc Disc	2,999,880.00
11055	FAD	3,000,000.00	0.100	08/06/2015	03/26/2015	2,998,891.67	0.100	0.101	Fed Natl Mtg Assoc Disc	2,999,880.00
11049	FAD	3,500,000.00	0.110	08/07/2015	03/25/2015	3,498,556.25	0.110	0.111	Fed Home Ln Mtg Corp Disc	3,499,860.00
11059	FAD	3,000,000.00	0.095	08/10/2015	03/31/2015	2,998,955.00	0.095	0.096	Federal Home Loan Discount	2,999,880.00
11062	FAD	3,000,000.00	0.100	08/11/2015	04/02/2015	2,998,908.33	0.100	0.101	Fed Home Ln Mtg Corp Disc	2,999,850.00
11063	FAD	3,000,000.00	0.100	08/12/2015	04/02/2015	2,998,900.00	0.100	0.101	Fed Home Ln Mtg Corp Disc	2,999,850.00
11064	FAD	3,000,000.00	0.100	08/13/2015	04/02/2015	2,998,891.67	0.100	0.101	Fed Home Ln Mtg Corp Disc	2,999,850.00
11050	FAD	5,000,000.00	0.100	08/14/2015	03/25/2015	4,998,027.78	0.100	0.101	Fed Natl Mtg Assoc Disc	4,999,750.00
11051	FAD	3,500,000.00	0.110	08/17/2015	03/25/2015	3,498,449.31	0.110	0.111	Fed Natl Mtg Assoc Disc	3,499,825.00
11148	MC1	631,690.00	3.500	08/17/2015	06/18/2015	631,690.00	3.452	3.500	MARIN COUNTY	631,690.00
11091	FAD	3,000,000.00	0.080	08/18/2015	04/14/2015	2,999,160.00	0.080	0.081	Federal Home Loan Discount	2,999,850.00
11083	FAD	3,000,000.00	0.080	08/19/2015	04/10/2015	2,999,126.67	0.080	0.081	Fed Home Ln Mtg Corp Disc	2,999,850.00
11084	FAD	3,000,000.00	0.080	08/20/2015	04/10/2015	2,999,120.00	0.080	0.081	Fed Home Ln Mtg Corp Disc	2,999,820.00

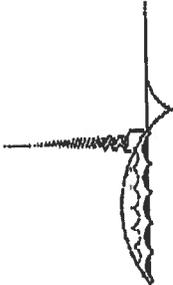
INVESTMENT #	TYPE	FACE VALUE	STATED RATE	MATURITY DATE	PURCHASE DATE	BOOK VALUE	YTM 360 DAYS	YTM 365 DAYS	DESCRIPTION	MARKET VALUE
11085	FAD	3,000,000.00	0.080	08/21/2015	04/10/2015	2,999,113.33	0.080	0.081	Fed Home Ln Mtg Corp Disc	2,999,820.00
11086	FAD	3,000,000.00	0.080	08/24/2015	04/10/2015	2,999,093.33	0.080	0.081	Fed Home Ln Mtg Corp Disc	2,999,820.00
11047	FAD	3,500,000.00	0.115	08/25/2015	03/24/2015	3,498,278.19	0.115	0.116	Fed Home Ln Mtg Corp Disc	3,499,790.00
11048	FAD	3,500,000.00	0.000	08/26/2015	03/24/2015	3,498,267.01	0.115	0.116	Fed Home Ln Mtg Corp Disc	3,499,790.00
11061	FAD	5,000,000.00	0.115	08/27/2015	04/01/2015	4,997,636.11	0.115	0.116	Fed Home Ln Mtg Corp Disc	4,999,700.00
11066	FAD	16,000,000.00	0.105	08/28/2015	04/06/2015	15,993,280.00	0.105	0.106	Fed Natl Mtg Assoc Disc	15,999,040.00
11092	FAD	3,000,000.00	0.000	08/31/2015	04/14/2015	2,999,189.17	0.070	0.070	Federal Home Loan Discount	2,999,790.00
11067	FAD	4,000,000.00	0.000	08/31/2015	04/06/2015	3,998,285.00	0.105	0.106	Fed Natl Mtg Assoc Disc	3,999,720.00
11078	FAD	3,000,000.00	0.000	09/01/2015	04/09/2015	2,999,154.17	0.070	0.070	Federal Home Loan Discount	2,999,670.00
11121	MC1	626,458.00	3.500	09/01/2015	05/13/2015	626,458.00	0.000	0.000	MARIN COUNTY	626,458.00
11080	FAD	3,000,000.00	0.090	09/02/2015	04/09/2015	2,998,905.00	0.090	0.091	Fed Natl Mtg Assoc Disc	2,999,670.00
11068	FAD	3,000,000.00	0.105	09/03/2015	04/07/2015	2,998,696.25	0.105	0.106	Fed Home Ln Mtg Corp Disc	2,999,670.00
11069	FAD	3,000,000.00	0.105	09/04/2015	04/07/2015	2,998,687.50	0.105	0.106	Fed Home Ln Mtg Corp Disc	2,999,670.00
11070	FAD	3,000,000.00	0.105	09/08/2015	04/07/2015	2,998,652.50	0.105	0.106	Fed Home Ln Mtg Corp Disc	2,999,640.00
11071	FAD	4,000,000.00	0.000	09/09/2015	04/07/2015	3,997,933.33	0.120	0.121	Fed Natl Mtg Assoc Disc	3,999,520.00
11081	FAD	4,000,000.00	0.090	09/10/2015	04/09/2015	3,998,460.00	0.090	0.091	Fed Natl Mtg Assoc Disc	3,999,520.00
11082	FAD	8,500,000.00	0.090	09/11/2015	04/09/2015	8,496,706.25	0.090	0.091	Fed Natl Mtg Assoc Disc	8,498,980.00
11079	FAD	4,000,000.00	0.070	09/14/2015	04/09/2015	3,998,771.11	0.070	0.070	Federal Home Loan Discount	3,999,480.00
11093	FAD	4,000,000.00	0.070	09/14/2015	04/14/2015	3,998,810.00	0.070	0.070	Federal Home Loan Discount	3,999,480.00
11087	FAD	3,000,000.00	0.080	09/15/2015	04/13/2015	2,998,966.67	0.080	0.081	Fed Natl Mtg Assoc Disc	2,999,610.00
11088	FAD	3,000,000.00	0.000	09/16/2015	04/13/2015	2,998,960.00	0.080	0.081	Fed Natl Mtg Assoc Disc	2,999,610.00
11072	FAD	4,000,000.00	0.135	09/17/2015	04/08/2015	3,997,570.00	0.135	0.136	Fed Home Ln Mtg Corp Disc	3,999,480.00
10333	FAC	5,000,000.00	0.420	09/18/2015	03/18/2013	5,000,000.00	0.414	0.420	Fed Home Ln Mtg Corp	5,002,850.00
11073	FAD	3,000,000.00	0.105	09/21/2015	04/08/2015	2,998,547.50	0.105	0.106	Fed Home Ln Mtg Corp Disc	2,999,580.00
11074	FAD	3,000,000.00	0.000	09/22/2015	04/08/2015	2,998,538.75	0.105	0.106	Fed Home Ln Mtg Corp Disc	2,999,580.00
11075	FAD	3,000,000.00	0.105	09/23/2015	04/08/2015	2,998,530.00	0.105	0.106	Fed Home Ln Mtg Corp Disc	2,999,580.00
11076	FAD	3,000,000.00	0.105	09/24/2015	04/08/2015	2,998,521.25	0.105	0.106	Fed Home Ln Mtg Corp Disc	2,999,580.00

INVESTMENT #	TYPE	FACE VALUE	STATED RATE	MATURITY DATE	PURCHASE DATE	BOOK VALUE	YTM 360 DAYS	YTM 365 DAYS	DESCRIPTION	MARKET VALUE
11094	FAD	5,000,000.00	0.070	09/25/2015	04/14/2015	4,998,405.56	0.070	0.070	Federal Home Loan Discount	4,999,250.00
11095	FAD	5,000,000.00	0.070	09/28/2015	04/14/2015	4,998,376.39	0.070	0.070	Federal Home Loan Discount	4,999,250.00
11089	FAD	3,000,000.00	0.080	09/29/2015	04/13/2015	2,998,873.33	0.080	0.081	Fed Natl Mtg Assoc Disc	2,999,550.00
11090	FAD	22,000,000.00	0.000	09/30/2015	04/13/2015	21,985,975.00	0.135	0.136	Fed Natl Mtg Assoc Disc	21,996,700.00
11097	FAD	4,000,000.00	0.070	10/01/2015	04/16/2015	3,998,693.33	0.070	0.070	Federal Home Loan Discount	3,999,000.00
11098	FAD	3,000,000.00	0.000	10/02/2015	04/16/2015	2,999,014.17	0.070	0.070	Federal Home Loan Discount	2,999,220.00
11099	FAD	3,000,000.00	0.070	10/05/2015	04/16/2015	2,998,996.67	0.070	0.070	Federal Home Loan Discount	2,999,220.00
11138	FAD	3,000,000.00	0.060	10/06/2015	06/11/2015	2,999,415.00	0.060	0.060	Fed Home Ln Mtg Corp Disc	2,999,190.00
11101	FAD	3,000,000.00	0.000	10/07/2015	04/17/2015	2,998,990.83	0.070	0.070	Federal Home Loan Discount	2,999,190.00
11143	FAD	3,500,000.00	0.085	10/07/2015	06/15/2015	3,499,057.92	0.085	0.086	Federal Home Loan Discount	3,499,055.00
11140	FAD	3,000,000.00	0.065	10/08/2015	06/12/2015	2,999,360.83	0.065	0.065	Federal Home Loan Discount	2,999,190.00
11102	FAD	6,000,000.00	0.070	10/09/2015	04/17/2015	5,997,958.33	0.070	0.070	Federal Home Loan Discount	5,998,320.00
11112	FAD	5,000,000.00	0.070	10/13/2015	04/29/2015	4,998,376.39	0.070	0.070	Federal Home Loan Discount	4,998,550.00
11100	FAD	4,500,000.00	0.000	10/14/2015	04/16/2015	4,496,945.63	0.135	0.136	Federal Home Loan Discount	4,498,695.00
11123	FAD	3,000,000.00	0.100	10/15/2015	05/15/2015	2,998,725.00	0.100	0.101	Fed Home Ln Mtg Corp Disc	2,999,130.00
11127	FAD	4,000,000.00	0.085	10/16/2015	05/22/2015	3,998,611.67	0.085	0.086	Federal Home Loan Discount	3,998,840.00
11139	FAD	3,000,000.00	0.070	10/19/2015	06/11/2015	2,999,241.67	0.070	0.070	Federal Home Loan Discount	2,999,100.00
11103	FAD	5,000,000.00	0.135	10/20/2015	04/20/2015	4,996,568.75	0.137	0.139	Fed Home Ln Mtg Corp Disc	4,998,450.00
11141	FAD	3,000,000.00	0.000	10/21/2015	06/12/2015	2,999,181.25	0.075	0.076	Fed Home Ln Mtg Corp Disc	2,999,070.00
11122	FAD	4,500,000.00	0.110	10/22/2015	05/14/2015	4,497,786.25	0.110	0.111	Fed Home Ln Mtg Corp Disc	4,498,605.00
11109	FAD	5,000,000.00	0.133	10/23/2015	04/27/2015	4,996,693.47	0.133	0.134	Fed Home Ln Mtg Corp Disc	4,998,450.00
11142	FAD	4,500,000.00	0.075	10/23/2015	06/12/2015	4,498,753.13	0.075	0.076	Fed Home Ln Mtg Corp Disc	4,498,605.00
11111	FAD	5,000,000.00	0.095	10/26/2015	04/28/2015	4,997,611.81	0.095	0.096	Federal Home Loan Discount	4,998,400.00
11124	FAD	4,500,000.00	0.120	10/27/2015	05/18/2015	4,497,570.00	0.120	0.121	Fed Home Ln Mtg Corp Disc	4,498,515.00
11125	FAD	3,000,000.00	0.100	10/28/2015	05/20/2015	2,998,658.33	0.100	0.101	Fed Home Ln Mtg Corp Disc	2,999,010.00
11107	FAD	3,500,000.00	0.080	10/29/2015	04/24/2015	3,498,537.78	0.081	0.082	Federal Home Loan Discount	3,498,845.00
11115	FAD	4,000,000.00	0.130	10/30/2015	05/01/2015	3,997,371.11	0.130	0.131	Federal Home Loan Discount	3,998,680.00

INVESTMENT #	TYPE	FACE VALUE	STATED RATE	MATURITY DATE	PURCHASE DATE	BOOK VALUE	YTM 360 DAYS	YTM 365 DAYS	DESCRIPTION	MARKET VALUE
11117	FAD	3,000,000.00	0.135	10/30/2015	05/06/2015	2,998,008.75	0.135	0.136	Federal Home Loan Discount	2,999,010.00
11116	FAD	5,000,000.00	0.124	10/30/2015	05/04/2015	4,996,917.22	0.124	0.125	Fed Home Ln Mtg Corp Disc	4,998,350.00
11118	FAD	5,000,000.00	0.125	10/30/2015	05/08/2015	4,996,961.81	0.125	0.126	Fed Home Ln Mtg Corp Disc	4,998,350.00
11119	FAD	4,000,000.00	0.125	10/30/2015	05/12/2015	3,997,625.00	0.125	0.126	Fed Home Ln Mtg Corp Disc	3,998,680.00
11153	FAD	3,000,000.00	0.070	11/02/2015	06/22/2015	2,999,224.17	0.070	0.070	Federal Home Loan Discount	2,998,860.00
11154	FAD	3,500,000.00	0.070	11/03/2015	06/22/2015	3,499,088.06	0.070	0.070	Federal Home Loan Discount	3,498,670.00
11155	FAD	4,000,000.00	0.000	11/04/2015	06/22/2015	3,998,950.00	0.070	0.070	Federal Home Loan Discount	3,998,440.00
11159	FAD	4,000,000.00	0.075	11/05/2015	06/25/2015	3,998,891.67	0.075	0.076	Fed Home Ln Mtg Corp Disc	3,998,440.00
11106	FAD	8,000,000.00	0.115	11/06/2015	04/21/2015	7,994,914.44	0.116	0.118	Fed Home Ln Mtg Corp Disc	7,996,880.00
11158	FAD	2,500,000.00	0.000	11/06/2015	06/24/2015	2,499,343.75	0.070	0.070	Fed Natl Mtg Assoc Disc	2,499,025.00
11129	FAD	5,000,000.00	0.085	11/09/2015	05/27/2015	4,998,040.28	0.085	0.086	Fed Natl Mtg Assoc Disc	4,998,000.00
11151	FAD	3,000,000.00	0.000	11/10/2015	06/19/2015	2,999,160.00	0.070	0.070	Fed Natl Mtg Assoc Disc	2,998,800.00
11135	FAD	3,000,000.00	0.140	11/12/2015	06/05/2015	2,998,133.33	0.140	0.142	Federal Home Loan Discount	2,998,770.00
11152	FAD	4,000,000.00	0.070	11/13/2015	06/19/2015	3,998,856.67	0.070	0.070	Fed Natl Mtg Assoc Disc	3,998,360.00
11156	FAD	3,000,000.00	0.000	11/16/2015	06/23/2015	2,999,148.33	0.070	0.070	Fed Natl Mtg Assoc Disc	2,998,740.00
11157	FAD	3,000,000.00	0.070	11/17/2015	06/23/2015	2,999,142.50	0.070	0.070	Fed Natl Mtg Assoc Disc	2,998,710.00
11133	FAD	4,200,000.00	0.125	11/18/2015	06/01/2015	4,197,520.83	0.125	0.126	Fed Natl Mtg Assoc Disc	4,198,194.00
11104	FAD	3,500,000.00	0.120	11/19/2015	04/20/2015	3,497,515.00	0.122	0.123	Fed Home Ln Mtg Corp Disc	3,498,495.00
11105	FAD	8,500,000.00	0.120	11/20/2015	04/20/2015	8,493,936.67	0.122	0.123	Fed Home Ln Mtg Corp Disc	8,496,345.00
11147	FAD	4,000,000.00	0.080	11/23/2015	06/17/2015	3,998,586.67	0.080	0.081	Fed Natl Mtg Assoc Disc	3,998,240.00
11160	FAD	5,200,000.00	0.075	11/24/2015	06/25/2015	5,198,353.33	0.075	0.076	Fed Natl Mtg Assoc Disc	5,197,660.00
11134	FAD	8,000,000.00	0.140	11/25/2015	06/04/2015	7,994,586.67	0.140	0.142	Federal Home Loan Discount	7,996,400.00
11136	FAD	3,000,000.00	0.145	11/25/2015	06/05/2015	2,997,909.58	0.145	0.147	Federal Home Loan Discount	2,998,650.00
11130	FAD	5,000,000.00	0.128	11/25/2015	05/27/2015	4,996,764.44	0.128	0.129	Fed Natl Mtg Assoc Disc	4,997,750.00
11132	FAD	4,000,000.00	0.128	11/25/2015	05/29/2015	3,997,440.00	0.128	0.129	Fed Natl Mtg Assoc Disc	3,998,200.00
11145	FAD	8,300,000.00	0.070	11/30/2015	06/16/2015	8,297,304.81	0.070	0.070	Federal Home Loan Discount	8,296,182.00
11146	FAD	10,210,000.00	0.130	11/30/2015	06/16/2015	10,203,842.80	0.130	0.131	Fed Home Ln Mtg Corp Disc	10,205,303.40

INVESTMENT #	TYPE	FACE VALUE	STATED RATE	MATURITY DATE	PURCHASE DATE	BOOK VALUE	YTM 360 DAYS	YTM 365 DAYS	DESCRIPTION	MARKET VALUE
11126	FAD	8,000,000.00	0.120	12/04/2015	05/21/2015	7,994,746.67	0.122	0.124	Fed Home Ln Mtg Corp Disc	7,995,520.00
11077	FAD	34,000,000.00	0.000	12/15/2015	04/08/2015	33,966,812.22	0.142	0.144	Fed Home Ln Mtg Corp Disc	33,979,600.00
11114	FAD	17,500,000.00	0.000	12/15/2015	04/30/2015	17,485,528.47	0.132	0.134	Fed Home Ln Mtg Corp Disc	17,489,500.00
11137	FAD	4,000,000.00	0.105	12/15/2015	06/05/2015	3,997,748.33	0.106	0.108	Fed Home Ln Mtg Corp Disc	3,997,600.00
11096	FAD	15,000,000.00	0.000	12/15/2015	04/15/2015	14,983,733.33	0.162	0.165	Fed Natl Mtg Assoc Disc	14,991,000.00
11120	FAD	19,000,000.00	0.000	12/15/2015	05/13/2015	18,984,040.00	0.142	0.144	Fed Natl Mtg Assoc Disc	18,988,600.00
11164	FAD	6,000,000.00	0.100	12/18/2015	06/29/2015	5,997,133.33	0.100	0.101	Fed Home Ln Mtg Corp Disc	5,996,340.00
11166	FAD	10,000,000.00	0.130	12/18/2015	06/30/2015	9,993,825.00	0.130	0.131	Fed Home Ln Mtg Corp Disc	9,993,900.00
11149	FAD	8,000,000.00	0.130	12/23/2015	06/18/2015	7,994,568.89	0.132	0.134	Fed Home Ln Mtg Corp Disc	7,994,960.00
11161	FAD	3,500,000.00	0.110	12/28/2015	06/26/2015	3,498,021.53	0.111	0.113	Fed Home Ln Mtg Corp Disc	3,497,725.00
11162	FAD	4,000,000.00	0.000	12/29/2015	06/26/2015	3,997,726.67	0.111	0.113	Fed Home Ln Mtg Corp Disc	3,997,400.00
11150	FAD	4,500,000.00	0.130	12/31/2015	06/18/2015	4,496,815.00	0.132	0.134	Fed Home Ln Mtg Corp Disc	4,497,030.00
10799	FAC	5,000,000.00	0.570	09/30/2016	06/30/2014	4,998,000.00	0.579	0.587	Federal Home Loan Bank	5,004,700.00
10789	FAC	5,000,000.00	0.700	12/12/2016	06/12/2014	5,000,000.00	0.690	0.700	Fed Home Ln Mtg Corp	5,004,550.00
10690	FAC	5,000,000.00	0.650	12/19/2016	03/19/2014	4,998,500.00	0.652	0.661	Federal Home Loan Bank	5,009,950.00
10256	MC1	178,000.00	3.560	12/19/2016	12/19/2012	178,000.00	3.511	3.560	Town of Ross	178,000.00
10999	FAC	5,000,000.00	1.000	04/26/2017	01/26/2015	5,000,000.00	0.986	1.000	Fed Home Ln Mtg Corp	5,004,250.00
11110	FAC	5,000,000.00	0.800	04/28/2017	04/28/2015	5,000,000.00	0.789	0.800	Fed Home Ln Mtg Corp	4,992,650.00
11128	FAC	5,000,000.00	0.800	05/26/2017	05/26/2015	5,000,000.00	0.789	0.800	Fed Home Ln Mtg Corp	5,001,100.00
11165	FAC	5,000,000.00	0.850	06/23/2017	06/30/2015	5,000,000.00	0.838	0.850	Fed Home Ln Mtg Corp	5,003,095.00
10806	FAC	5,000,000.00	1.000	07/17/2017	07/17/2014	5,000,000.00	0.986	1.000	Fed Agric Mrg Corp (FarmerMac)	5,002,050.00
11131	FAC	4,000,000.00	0.970	08/28/2017	05/28/2015	4,000,000.00	0.956	0.970	Federal Home Loan Bank	4,002,080.00
10974	FAC	5,000,000.00	1.000	09/22/2017	12/22/2014	5,000,000.00	0.986	1.000	Federal Home Loan Bank	5,008,500.00
11113	FAC	5,000,000.00	1.000	10/30/2017	04/30/2015	5,000,000.00	0.986	1.000	Federal Home Loan Bank	4,990,200.00
10902	FAC	5,000,000.00	1.125	11/10/2017	11/10/2014	5,000,000.00	1.109	1.125	Fed Home Ln Mtg Corp	4,989,800.00
10914	FAC	5,000,000.00	1.100	11/17/2017	11/17/2014	5,000,000.00	1.084	1.100	Fed Home Ln Mtg Corp	5,006,500.00
11022	FAC	5,000,000.00	1.000	11/27/2017	02/27/2015	5,000,000.00	0.986	1.000	Fed Home Ln Mtg Corp	5,004,350.00

INVESTMENT #	TYPE	FACE VALUE	STATED RATE	MATURITY DATE	PURCHASE DATE	BOOK VALUE	YTM 360 DAYS	YTM 365 DAYS	DESCRIPTION	MARKET VALUE
10956	FAC	5,000,000.00	1.200	12/15/2017	12/15/2014	5,000,000.00	1.183	1.200	Fed Home Ln Mfg Corp	5,013,600.00
10257	MC1	172,777.00	3.648	12/19/2017	12/19/2012	172,777.00	3.598	3.648	Town of Ross	172,777.00
10983	FAC	5,000,000.00	0.625	12/29/2017	12/29/2014	4,991,000.00	1.328	1.346	Federal Home Loan Bank	5,008,650.00
11016	FAC	5,000,000.00	1.250	02/20/2018	02/20/2015	5,000,000.00	1.232	1.250	Fed Home Ln Mfg Corp	4,993,750.00
11108	FAC	5,000,000.00	1.170	04/27/2018	04/27/2015	5,000,000.00	1.153	1.170	Fed Home Ln Mfg Corp	4,978,400.00
11144	FAC	5,000,000.00	0.750	06/15/2018	06/15/2015	5,000,000.00	1.229	1.246	Fed Home Ln Mfg Corp	4,995,850.00
11163	FAC	5,000,000.00	1.400	06/29/2018	06/29/2015	5,000,000.00	1.380	1.400	Federal Home Loan Bank	5,001,550.00
10800	RRP	191,726.00	3.500	07/01/2019	07/01/2014	191,726.00	3.452	3.500	MARIN COUNTY	191,726.00
						823,853,653.12				823,692,628.52
AMORTIZATION & ACCRETION OF PREMIUMS & DISCOUNTS						434.34			ACCRUED INTEREST DISCOUNT INVESTMENTS	823,692,628.52
						823,853,653.12				



TREASURER DIVISION - DEPARTMENT OF FINANCE
 PORTFOLIO SUMMARY REPORT - OPERATING FUNDS
 COUNTY OF MARIN, SCHOOLS & SPECIAL DISTRICTS
 June 30, 2015

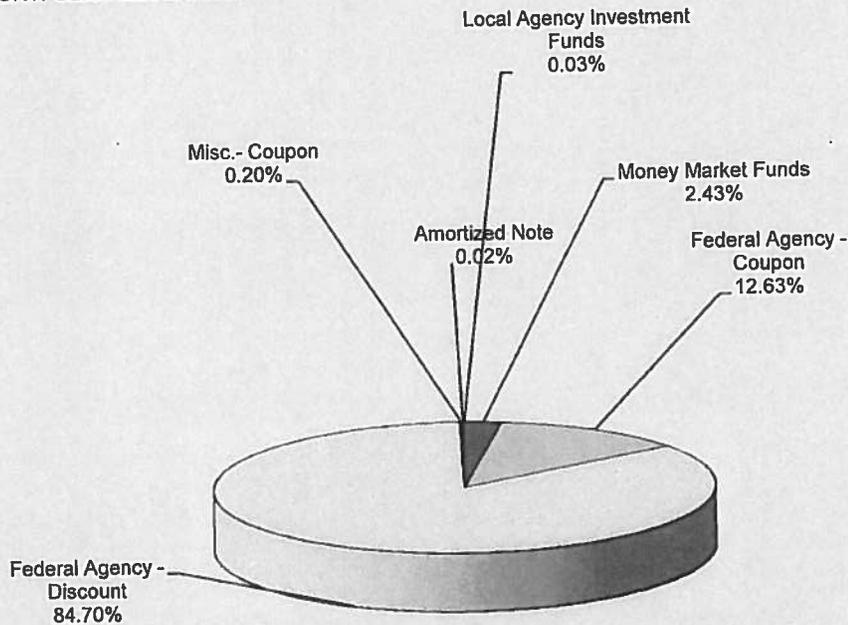
DESCRIPTION	ENDING BALANCE	AVERAGE BALANCE	WEIGHTED AVERAGE	ANNUALIZED YIELD	YIELD
	June 30, 2015	June 30, 2015	DAYS TO MATURITY	June 30, 2015	June 30, 2015
LOCAL AGENCY INVESTMENT FUNDS	\$236,824.67	\$236,824.67	1	0.299	0.299
MONEY MARKET FUNDS	\$20,006,177.45	\$20,006,177.45	1	0.010	0.010
FEDERAL AGENCY ISSUES - COUPON	\$103,987,500.00	\$148,821,998.71	769	0.914	0.982
FEDERAL AGENCY ISSUES - DISCOUNT	\$697,483,571.84	\$681,059,453.75	93	0.098	0.100
TREASURY SECURITIES - COUPON					
TREASURY SECURITIES - DISCOUNT	\$1,608,925.00	\$1,250,967.33	199	3.529	2.160
MISC SECURITIES - COUPON	\$191,726.00	\$207,840.63	1,461	3.534	3.500
AMORTIZED NOTE					
TOTALS & AVERAGES	\$823,514,724.96	\$851,583,262.55	176	0.245%	0.214%

The Local Agency Investment Funds is an open ended account and is not included in the total weighted days to maturity.

**Treasurer Division - Department of Finance
 Portfolio Yield Report - Operating Funds
 County of Marin, Schools & Special Districts
 June 30, 2015**

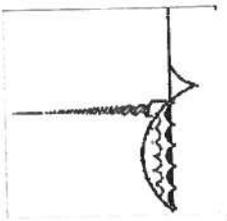
INVESTMENT HOLDINGS	BOOK VALUE	6/30/15
Local Agency Investment Funds	\$236,824.67	0.299%
Money Market Funds	\$20,006,177.45	0.010%
Federal Agency - Coupon	\$103,987,500.00	0.982%
Federal Agency - Discount	\$697,483,571.84	0.100%
Misc.- Coupon	\$1,608,925.00	2.160%
Amortized Note	\$191,726.00	3.500%
TOTAL	\$823,514,724.96	0.214%

PORTFOLIO ALLOCATION



TREASURER DIVISION - DEPARTMENT OF FINANCE
REPORT OF INVESTMENTS - NON-OPERATING FUNDS
CHILDREN & FAMILIES COMMISSION

June 30, 2015



Page 1

INVESTMENT #	TYPE	FACE VALUE	MATURITY DATE	PURCHASE DATE	BOOK VALUE	YTM 360 DAYS	YTM 365 DAYS	DESCRIPTION	MARKET VALUE
101	LA2	98,365.98	/ /	/ /	98,365.98	0.294	0.299	LOCAL AGENCY INVESTMENT FUND	98,365.98
<div style="display: flex; justify-content: space-between;"> 98,365.98 98,365.98 </div>									

TREASURER DIVISION - DEPARTMENT OF FINANCE
 REPORT OF INVESTMENTS - NON-OPERATING FUNDS

SAN RAFAEL SCHOOLS

June 30, 2015

Page 1

INVESTMENT #	TYPE	FACE VALUE	MATURITY DATE	PURCHASE DATE	BOOK VALUE	YTM 360 DAYS	YTM 365 DAYS	DESCRIPTION	MARKET VALUE
687	LA1	0.00	/ /	/ /	0.00	5.181	5.253	LOCAL AGENCY INVESTMENT FUND	0.00
746	LA1	426,089.03	/ /	/ /	426,089.03	0.294	0.299	LOCAL AGENCY INVESTMENT FUND	426,089.03
					426,089.03				
AMORTIZATION & ACCRETION OF PREMIUMS & DISCOUNTS					-0-				
					426,089.03				
					426,089.03				

David C Brown
25 Country Club Drive
Mill Valley, CA 94941

July 16, 2015

Marinwood CSD
Board of Directors and District Manager
775 Miller Creek Road
San Rafael, CA 94903

Board Members and District Manager,

I am writing to correct the record and to establish some facts concerning the discussion about pensions that occurred at your Board meeting on June 14, 2015. In my statement I said that the district has large and growing liabilities for both pensions and OPEB. Later in the meeting Board President Read stated that I was wrong. She agreed that the district has large OPEB liabilities. She disagreed that the district has large pension liabilities saying it had none, so no one need worry about them and that anyone could go to the district's website and see for themselves. I did just that.

The district's website, which contains actuarial statements from CalPERS, shows the following. For the most recent year available, ending June 30, 2013, the district had unfunded pension liabilities of approximately \$3.2 million, significantly larger than the district's unfunded liability for OPEB.

According to a letter provided to the district by former district manager Tom Horne in December of 2014 the district will pay \$205,000 towards its unfunded liability in 2015/16. This number is estimated to rise to \$321,000, an increase of 56%, in

2019/2020 before declining to \$299,000 in 2020/21. These numbers are in addition to the normal cost of pensions that will rise throughout the period due to the use of new mortality tables.

It is true that the district is addressing its pension obligation, as required by law, and that it is not, so far, addressing its OPEB obligation. However, simply because an obligation is being addressed does not make it acceptable to say the obligation doesn't exist.

Board President Read should correct the record. I request that this brief letter be read into the record at your next meeting.

Sincerely,

David C Brown

Eric Dreikosen

From: president1775@aol.com
Sent: Saturday, July 25, 2015 1:14 PM
To: Edreikosen@marinwood.org
Subject: COIN - update
Attachments: LRKdraftresponsetoGrandJuryCOINreportfirstrevision.doc; OC COIN perb decision June 2015.pdf



Dear Marinwood Officials and Board President Read,

Re: UPDATE - Civic Openness In Negotiations (COIN)

If you will recall my letter of June 25, 2015, I recommend that when considering COIN that all impacts must be considered and weighed, including cost effects of independent negotiators, auditors and labor relations along with pending and future litigation.

Many governing agencies and elected officials will examine their negotiation process and realize that they already provide openness to the public and currently have the flexibility to control the cost of negotiators and auditors, which COIN takes away.

As your agency prepares to respond to the Marin County Grand Jury report "**The Need for Labor Negotiation Transparency**" I want to provide you with some updated information regarding COIN.

1. Legal Challenge - Orange County PERB decision in favor of employee group (see attached decision)
2. City of Larkspur - draft edited response to Grand Jury not adopting COIN. (See attached response)
3. Proponent of COIN David Brown (cspp) at the Larkspur City Council meeting July 15, 2015 (which is video recorded) - David said, he would not pass a COIN ordinance right now, which he is very much in favor, but in light of the litigation in Orange County would not. I agree with David that there is likely to be more litigation regarding COIN and the collective bargaining process.

Larkspur City Council - video - <https://www.youtube.com/watch?v=04bGNFHUteA> COIN discussion begins at 1 hour 17 min. Specifically, David Brown begins speaking at 1 hour 44 mins.

I hope that you find this information helpful in preparing an informed response to the Marin County Grand Jury

Best Regards,

Bob Briare, President
Marin Professional Firefighters, IAFF Local 1775



STATE OF CALIFORNIA
PUBLIC EMPLOYMENT RELATIONS BOARD

ORANGE COUNTY EMPLOYEES
ASSOCIATION, et al.,

Charging Parties,

v.

COUNTY OF ORANGE,

Respondent.

UNFAIR PRACTICE
CASE NO. LA-CE-934-M
CASE NO. LA-CE-935-M
CASE NO. LA-CE-944-M

PROPOSED DECISION
(June 16, 2015)

Appearances: Donald L. Drozd, General Counsel, for the Orange County Employees Associations; Reich, Adell & Cvitan, by Marianne Reinhold, Attorney, for the Orange County Attorneys Association; The Myers Law Group, by Adam N. Stern, Attorney, for the International Union of Operating Engineers Local 501; Liebert Cassidy Whitmore, by Adrianna E. Guzman, Attorney, for the County of Orange.

Before Shawn P. Cloughesy, Chief Administrative Law Judge.

INTRODUCTION

This case alleges that the governing body of a public agency's adoption of an ordinance, which mandates the public disclosure of labor negotiation proposals, without providing notice and an opportunity to meet and confer with the recognized employee organizations violates the Meyers-Milias-Brown Act (MMBA) and PERB Regulation. The public agency denied that the contents of the ordinance fell within the scope of representation and denied any violation of the MMBA or PERB Regulation.¹ The Administrative Law Judge (ALJ) found that some of the provisions of the ordinance fell within the scope of representation

¹ MMBA is codified at Government Code section 3500 et seq. Unless otherwise indicated, all statutory references are to the Government Code. PERB Regulations are codified at California Code of Regulations, title 8, section 31001 et seq.

and that the public agency therefore violated the MMBA and PERB Regulation. As only certain provisions of the ordinance were found to be violative of the MMBA, and the ordinance had a severability clause, the public agency's governing body was ordered to rescind only those violative provisions of the ordinance.

PROCEDURAL HISTORY

On July 11, 2014, the Orange County Employees Association (OCEA) filed an unfair practice charge (charge) against the County of Orange (County) with the Public Employment Relations Board (PERB) which was assigned as PERB Case No. LA-CE-934-M. An amended charge was filed on October 1, 2014.

On July 14, 2014, the Orange County Attorneys Association (OCAA) filed a charge against the County with PERB which was assigned as PERB Case No. LA-CE-935-M. An amended charge was filed on September 2, 2014. Both of these charges alleged that the County violated MMBA section 3507. On November 19, 2014, OCAA withdrew without prejudice an allegation that the County discriminated and retaliated against its members by beginning to process the adoption of the Civic Openness in Negotiations (COIN or Ordinance) ordinance in its amended charge.

On July 28, 2014, the International Union of Operating Engineers Local 501 (IUOE) filed a charge against the County with PERB which was assigned as PERB Case No. LA-CE-944-M.

On November 20, 2014, the PERB Office of the General Counsel issued complaints in all three cases alleging that the County's adopting of the COIN ordinance and amended COIN ordinance on June 24 and August 5, 2014, respectively, without prior notice to OCEA, OCAA and IUOE, and affording them an opportunity to meet and confer over the decision or effects

of the change in policy, violated MMBA sections 3503, 3505, 3506, and 3506.5, subdivision (a), (b), and (c), and PERB Regulation 32603, subdivision (a), (b), and (c). Additionally, one of the complaints alleged that the County's refusal to meet and confer with IUOE violated the same MMBA sections and PERB Regulations.

On December 15, 2014, the County filed its answers to all three complaints. While the answers admitted to the three charging parties being the exclusive representatives of an appropriate unit of employees under PERB Regulation 32016, subdivision (b), and the County being a public agency within the meaning of MMBA section 3501, subdivision (c), and PERB Regulation 32016, subdivision (a), the County denied that the COIN ordinance was adopted on or about June 24, 2014, and denied any violation of the MMBA or PERB Regulation.

On January 29, 2015, the parties met at an informal conference, but the matter was not resolved. At the informal conference, all parties agreed that the three cases should be consolidated for formal hearing.

On March 20, 2015, OCEA filed a request for injunctive relief. On March 27, 2015, the PERB Board denied the request, yet directed that the administrative proceedings be expedited.

On April 17, 2015, the parties submitted a stipulated record, containing stipulated facts and exhibits which was to be accepted in lieu of conducting a formal hearing. (PERB Regulation 32207.) The parties submitted briefs on May 1, 2015.

In OCAA's brief, it requested that the ALJ take official/administrative notice of the County's Employee Relations Resolution (ERR) which it attached to its brief. The County did not object to the request and therefore the ALJ grants the request and hereby takes official/administrative notice of the ERR.

Additionally, OCAA requested that its complaint be amended to include that the County also violated its consultation in good faith obligation as set forth in MMBA section 3507, subdivision (a). Specifically, OCAA alleged that the County's adoption of the COIN ordinance was in fact an adoption of a rule and regulation set forth in MMBA section 3507 subd. (a)(5) "additional procedures for the resolution of disputes involving wages, hours and other terms and conditions of employment," and (9) "any other matters that are necessary to carry out the purposes of this chapter," without consulting in good faith with OCAA. As the motion to amend was made in the closing brief and after the stipulated record was submitted, it was not made before or during the hearing as set forth in PERB Regulations 32647 and 32648, and, as such, the motion to amend is denied. However, later in the proposed decision, the ALJ will resolve the allegation under the theory that it was an unalleged violation.

FINDINGS OF FACT

The OCEA, OCAA, and IUOE are all exclusive representatives of an appropriate unit of employees within the meaning of PERB Regulation 32016, subdivision (b), and therefore are recognized employee organizations within the meaning of MMBA 3501, subdivision (b). The County is a public agency within the meaning of MMBA section 3501, subdivision (c) and PERB Regulation 32016 subdivision (a).

The OCEA represents multiple County bargaining units including the General Unit, Health Care Professional Unit, Community Services Unit, Office Services Unit, Sheriff's Special Officer and Deputy Coroner Unit, Supervising Management Unit, Probation Services Unit, and Probation Supervisory Management Unit. Nick Berardino (Berardino) is the OCEA General Manager and Jennifer Muir (Muir) is the OCEA Assistant General Manager.

The OCAA represents the Attorney Unit. Larry Yellin (Yellin) and Mena Guirguis (Guirguis) are the President and Vice President of the OCAA, respectively. Mark McDorman (McDorman) is a consultant hired to assist OCAA in labor relations matters. OCAA also has a legal representative, Marianne Reinhold (Reinhold), who represents OCAA on legal and labor relations issues.

The IUOE represents the Craft and Plant Engineer Unit. Blair Brim (Brim) is the IUOE business agent assigned to represent this County unit.

The Orange County Managers Association (OCMA) is the recognized employee organization of the County's Administrative Management Unit.

The County has a five-member Board of Supervisors: John Moorlach (Supervisor Moorlach), Shawn Nelson, Patricia Bates (Supervisor Bates), Janet Nguyen, and Todd Spitzer. David Mansdoerfer (Mansdoerfer) is the Deputy Chief of Staff of Supervisor Moorlach.

Susan Novak (Novak) is the Clerk of the Board of Supervisors. The County Chief Executive Officer (CEO) is Michael Giancola (Giancola) and the County Counsel is Nicholas Chrisos (Chrisos). The County's Chief of Human Resources is Steve Danley (Danley). The County's Auditor-Controller is an elected public official.

OCEA's Methods of Communication with its Membership

The OCEA has a public website, a Facebook page, and a quarterly magazine.² In the past, OCEA has reported in all three media its progress (or lack of progress) in its successor Memorandum of Understanding (MOU) negotiations. These reports have included: the names of the members of the OCEA bargaining team; the names of the members of the County bargaining teams; dates, times, and locations of bargaining sessions; presentations made by the

² The quarterly magazine is also accessible through OCEA's public website.

County to the OCEA bargaining team about revenue reduction and proposed resolutions for the reduction in revenue; public comments made by Berardino as he addressed the Board of Supervisors about negotiations; OCEA's recommendation that its members reject the County's last, best, and final offer (LBFO); explanation of the mediation and fact-finding process; criticisms of the County for hiring an outside negotiator; the mediator's proposal during mediation compared to the County's LBFO; OCEA's recommendation that it members approve/ratify the mediator's proposal; and continued requests that the members stay united and get involved with OCEA.

May 20, 2014 Board of Supervisors Meeting

On May 14, 2014, at 9:30 a.m., the County posted its' agenda for the May 20, 2014 Board of Supervisors meeting which was to begin at 9:30 a.m. The agenda included Item 64, Supervisor Moorlach's item, that the Board of Supervisors consider the first reading of the proposed COIN ordinance. The agenda was the first notice that OCEA, OCAA, and IUOE had that the Board of Supervisors would be considering the proposed COIN ordinance.

The proposed ordinance was to apply to MOU negotiations with the recognized employee organizations and the stated purpose of the ordinance was to bring "transparency and openness" to labor negotiations and keep the public informed of these negotiations. The proposed ordinance had numerous provisions which included in part: the principal County negotiator was to be independent (not a County employee); the County Auditor-Controller would conduct a study and prepare a report as to the fiscal impact of each term and condition of employment offered to the recognized employee organization(s) which would be made available to the Board of Supervisors and the public at a period of time before consideration of this opening proposal was to be presented to the recognized employee organization; the

Auditor-Controller would regularly update its report to itemize the costs which may result from the acceptance of each meet and confer proposal;³ the Board of Supervisors would report out of its closed session all prior offers and counteroffers made by the County and/or the recognized employee organization; and, the proposed MOU to be considered for adoption by the Board of Supervisors would be posted on the County website and would be adopted only after a minimum of two Board meetings where the public had an opportunity to review and comment on it.

At the May 20, 2014 Board of Supervisors meeting, Berardino, Brim, and Guirguis all addressed the Board. Berardino objected that OCEA had not been provided notice and an opportunity to study the proposed ordinance; Brim claimed that IUOE had been “ambushed” and that COIN would “significantly interfere” with the bargaining process; and Guirguis stated that the County needed to bargain with OCAA before it adopted the ordinance. The Board of Supervisors then decided to continue the first reading to the June 17, 2014 Board of Supervisors meeting.

Supplemental Information from Supervisor Moorlach and Responses from the Associations

On June 3, 2014, Supervisor Moorlach issued a memo providing “supplemental information” about COIN to his fellow board members and CEO Giancola and County Counsel Chrisos in order to address all of the expressed concerns received by their offices and to provide further clarification. Specifically, Supervisor Moorlach clarified that the proposed ordinance would apply only to labor negotiations which began after the adoption of COIN and

³ The proposed ordinance set forth a spreadsheet format as to what would be included in the report, including changes in the unfunded liabilities of retiree pension and retiree medical.

would not apply to “supposals.”⁴ Additionally, Supervisor Moorlach asserted that since COIN did not impact wages, hours, or terms and conditions of employment, it did not impact the negotiations of ground rules and, therefore, the County was not required to meet and confer over the proposed ordinance before the Board of Supervisors adopted it.⁵

On June 10, 2014, Supervisor Moorlach provided another memo to his fellow board members and CEO Giancola and County Counsel Chrisos in order to address the expressed concerns received by his office. As a result, Supervisor Moorlach intended to clarify the language of the proposed ordinance by requiring the County to disclose to the Board of Supervisors and to the public any offers/counteroffers made by the County or recognized employee organization within 24 hours of the offer/counteroffer being proposed.

On June 11, 2014, Supervisor Moorlach’s office provided these two memos to representatives of OCEA and OCAA. Both recognized employee organizations were invited to sit down and discuss these with the Supervisor’s office staff.

⁴ Supervisor Moorlach defined a “supposal” as a hypothetical scenario designed to gauge a party’s willingness to alter its position in negotiations.

⁵ Supervisor Moorlach proposed adding a section to the proposed ordinance which stated that it would not prevent the negotiation of ground rules. The new section did not include confidentiality of the ongoing negotiations as a ground rule of what could be negotiated. The OCMA and the County have negotiated ground rules prior to the consideration of COIN, which included the confidentiality of the ongoing negotiations. That ground rule provided:

9. The content of the proposals that have been exchanged by the parties at the bargaining table shall be considered confidential and not disseminated publicly other than to the membership of OCMA by either party unless or until an impasse is declared other than communications by OCMA to the membership of OCMA. Nothing in these ground rules is intended to prevent a party from pursuing in the appropriate forum unfair practice allegation(s) and making use of information regarding the negotiations of the proceedings.

On June 13, 2014, Berardino wrote the County's Chief of Human Resources Danley and stated his disagreement over Supervisor Moorlach's contention that the proposed ordinance did not impact wages, hours, and terms and conditions of employment and did not impact the negotiations of ground rules in current/future negotiations. On the same date, OCAA attorney Reinhold sent Danley a similar letter.

June 17, 2014 Board of Supervisors Meeting

On June 17, 2014, the Board of Supervisors met to again consider a first reading of the proposed COIN ordinance. The clarifications made by Supervisor Moorlach had been incorporated into the proposed ordinance. The matter was continued to June 24, 2014, due to Supervisor Bates' absence.

June 20, 2014 Letter from Brim

On June 20, 2014, Brim wrote Danley and stated his disagreement over Supervisor Moorlach's contention that the proposed ordinance did not impact wages, hours, and terms and conditions of employment and did not impact the negotiations of ground rules in current/future negotiations. Brim also demanded to meet and confer over the proposed ordinance.

June 24, 2014 Board of Supervisors Meeting

On June 24, 2014, the Board of Supervisors met again to consider a first reading of the proposed COIN ordinance. After hearing some public comment, the Board of Supervisors scheduled a second reading and adoption of the proposed COIN ordinance on July 15, 2014. Changes were made to the proposed ordinances.

July 9, 2014 Letter from Danley to OCAA

On July 9, 2014, Danley responded to OCAA's demand to negotiate the proposed COIN ordinance. In summary, Danley argued that the ordinance did not have a "significant

and adverse” impact on wages, hours or working conditions of bargaining unit employees and therefore COIN did not concern a mandatory subject of bargaining. Danley then denied that the County was obligated to meet and confer with OCAA. On July 11, 2014, both OCEA and OCAA filed unfair practice charges with PERB.

July 15, 2014 Board of Supervisors Meeting

On July 15, 2014, the Board of Supervisors met to consider the second reading and adoption of the proposed COIN ordinance. OCEA Assistant General Counsel Muir spoke during the public comment period that OCEA had filed an unfair practice charge with PERB. The Board of Supervisors considered an amendment, then continued the first reading of the amended proposed COIN to July 22, 2014.

On July 17 and 21, 2014, Danley spoke with Berardino and told him that because the proposed COIN ordinance did not involve matters subject to an obligation to meet and confer, the County was not required to nor did it intend to negotiate COIN with OCEA.

July 22, 2014 Board of Supervisors Meeting

On July 22, 2014, the Board of Supervisors met over the first reading of the amended proposed COIN ordinance. During the public comment period, OCEA Assistant General Counsel Muir argued that COIN was unlawful and reminded the Board of Supervisors that OCEA had filed an unfair practice charge. The Board of Supervisors then approved the first reading of the proposed amended COIN ordinance and continued the second reading and adoption until the Board of Supervisors August 5, 2014 meeting.

OCAA Letter to Danley

On August 1, 2014, OCAA attorney Reinhold wrote Danley. After contending that COIN fell within the scope of representation pursuant to MMBA section 3504; modified the

ERR in violation of MMBA section 3507; and did not provide reasonable written notice to OCAA and an opportunity to meet and confer with the governing body before adopting the ordinance in violation of MMBA section 3504.5, Reinhold explained:

The adoption of the COIN will have serious impacts on the timing and conduct of negotiations between the County and OCAA going forward and, as the Board itself has acknowledged, at a minimum it will result in delays in the bargaining process.

Reinhold closed the letter by demanding to bargain over the COIN ordinance.

August 5, 2014 Board of Supervisors Meeting

On August 5, 2014, the Board of Supervisors met and approved the COIN ordinance

(Section 1-3-21) which provided, in summary, the following key provisions:

- **Prospective Application:** The ordinance shall not apply to labor contract negotiations which had already commenced prior to the adoption of the ordinance. (Section 1-3-21(a)(1).)
- **Independent Principal Negotiator:** The County's principal negotiator shall not be an employee of the County. The use of the principal negotiator may only be waived by a majority vote of the Board of Supervisors. (Section 1-3-21(a)(2).)
- **Description of Negotiable Ground Rules:** The ordinance shall not prevent the negotiation of ground rules to any MMBA labor contract negotiations. Consistent with the MMBA, the parties may, but are not required to, negotiate preliminary procedural matters governing the conduct of negotiations, including, but not limited to, the time and place of bargaining, the order of issues to be discussed, the signing of tentative agreements, the requirement of package bargaining, or the use of supposals. (Section 1-3-21(a)(3).)
- **Independent Economic Analysis—Opening Proposal:** The County Auditor-Controller shall prepare an independent economic analysis or report which describes and summarizes the fiscal costs to the County of benefits and pay currently provided to bargaining unit members in comparison to the costs of each term and condition offered in negotiations or set forth as a supposal in negotiations. The report will itemize the annual and cumulative costs which would result in the

adoption or acceptance of any initial meet and confer proposal. (Section 1-3-21(b)(1).)

- **Public Disclosure of Economic Analysis of Opening Proposal—30 Days Before Consideration by the Board of Supervisors:**

The report shall be made available for review by the Board of Supervisors and the public at least 30 days before consideration by the Board of Supervisors of an opening proposal to be presented to a recognized employee organization of an amended, extended, successor or original MOU. (Section 1-3-21(b)(2).)

- **Independent Economic Analysis—Ongoing proposals:**

The County Auditor-Controller shall prepare an updated report which would itemize annual and cumulative costs which would result in the adoption or acceptance of each meet and confer proposal from the recognized employee organization or County. Such updates shall compare the compensation elements with the prior year as well as to prior proposals made. Reports and updates shall include best estimates as to the change from currently computed pension unfunded actuarial accrued liability and retiree medical unfunded actuarial accrued liability.^[6] (Section 1-3-21(b)(3).)

- **Reporting Out of Closed Session-Prior Formal Offers, Counteroffers and Supposals:** The Board of Supervisors shall timely report out from closed session any and all prior formal offers, formal counteroffers and supposals made by either the County or the recognized employee organization which were communicated to the County during closed session. Such report shall also include the release of the names of persons in attendance at, and locations of, and any pertinent facts regarding the negotiations sessions. (Section 1-3-21(c)(2) and (3).)

- **Duty to Advise During Closed Session:** The Board of Supervisors representatives have a duty to advise the Board of Supervisors during any closed session of offers, counteroffers, information provided, statements of position by recognized

⁶ This proposal standing alone does not have a provision regarding disclosure to the public.

employee organization and County representatives since the last closed session. (Section 1-3-21(c)(4).)

- **Disclosure of all Offers, Counteroffers and Supposals within 24 hours to the Board of Supervisors and the Public:** All offers, counteroffers and supposals made by either the County or the recognized employee organization(s) shall be disclosed to the Board and the public within 24 hours of the making of such proposal. (Section 1-3-21(c)(6).)
- **Adoption of Agreement Only After a Minimum of Two Board Meetings where Public has opportunity to Review and Comment:** The adoption of an agreement between the County and the recognized employee organization shall only take place after the matter has been heard at a minimum of two board meetings and the public has had an opportunity to review and comment on the matter.⁷ The agreement shall be posted on the County website along with the final report and updates made by the County Auditor-Controller. (Section 1-3-21(d).)
- **Severability Clause:** If any provision or clause of the ordinance is held to be unconstitutional or otherwise invalid by any court of competent jurisdiction, such invalidity will not affect the other provisions or clauses. (Section 1-3-21(f).)

(Emphasis added.)

ISSUES

- 1) Did the County Board of Supervisors change a matter within the scope of representation without providing notice and an opportunity to meet and confer with OCEA, OCAA, and IUOE by adopting COIN on August 5, 2014?
- 2) Did the County Board of Supervisors refuse to bargain over the proposed ordinance with OCEA, OCAA, and IUOE in violation of the MMBA?

⁷ It should be noted that even in light of these board meetings, the governing board of the public agency must still comply with MMBA section 3505.1, by voting to accept or reject a tentative agreement within 30 days of the date it is first considered at a duly noticed meeting.

3) Should OCAA's allegation that the County violated MMBA section 3507, subdivision (a), by adopting COIN be considered as an unalleged violation? If so, was there a violation?

CONCLUSIONS OF LAW

Statutory Provisions

MMBA provides in pertinent part the following sections:

3500 (a) Nothing contained herein shall be deemed to supersede the provisions of existing state law and the charters, ordinances, and rules of local public agencies that establish and regulate a merit or civil service system or which provide for other methods of administering employer-employee relations nor is it intended that this chapter be binding upon those public agencies that provide procedures for the administration of employer-employee relations in accordance with the provisions of this chapter. This chapter is intended, instead, to strengthen merit, civil service and other methods of administering employer-employee relations through the establishment of uniform and orderly methods of communication between employees and the public agencies by which they are employed.

[¶ . . . ¶]

3503 Recognized employee organizations shall have the right to represent their members in their employment relations with public agencies. . . .

3504 The scope of representation shall include all matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours, and other terms and conditions of employment, except, however, that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order.

3504.5 (a) Except in cases of emergency as provided in this section, the governing body of a public agency, and boards and commissions designated by law or by the governing body of a public agency, shall give reasonable written notice to each recognized employee organization affected of any ordinance, rule, resolution, or regulation directly relating to matters within

the scope of representation proposed to be adopted by the governing body or the designated boards and commissions and shall give the recognized employee organization the opportunity to meet with the governing body or the boards and commissions.

3505 The governing body of a public agency, or such boards, commissions, administrative officers or other representatives as may be properly designated by law or by such governing body, shall meet and confer in good faith regarding wages, hours, and other terms and conditions of employment with representatives of such recognized employee organizations, as defined in subdivision (b) of Section 3501, and shall consider fully such presentations as are made by the employee organization on behalf of its members prior to arriving at a determination of policy or course of action.

“Meet and confer in good faith” means that a public agency, or such representatives as it may designate, and representatives of recognized employee organizations, shall have the mutual obligation personally to meet and confer promptly upon request by either party and continue for a reasonable period of time in order to exchange freely information, opinions, and proposals, and to endeavor to reach agreement on matters within the scope of representation prior to the adoption by the public agency of its final budget for the ensuing year. The process should include adequate time for the resolution of impasses where specific procedures for such resolution are contained in local rule, regulation, or ordinance, or when such procedures are utilized by mutual consent.

3505.1 If a tentative agreement is reached by the authorized representatives of the public agency and a recognized employee organization or recognized employee organizations, the governing body shall vote to accept or reject the tentative agreement within 30 days of the date it is first considered at a duly noticed public meeting. A decision by the governing body to reject the tentative agreement shall not bar the filing of a charge of unfair practice for failure to meet and confer in good faith. If the governing body adopts the tentative agreement, the parties shall jointly prepare a written memorandum of understanding.

[¶ . . . ¶]

3506 Public agencies and employee organizations shall not interfere with, intimidate, restrain, coerce or discriminate against public employees because of their exercise of their rights under Section 3502.

3506.5 A public agency shall not do any of the following:

- (a) Impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees, or otherwise to interfere with, restrain, or coerce employees because of their exercise of rights guaranteed by this chapter.
- (b) Deny to employee organizations the rights guaranteed to them by this chapter.
- (c) Refuse or fail to meet and negotiate in good faith with a recognized employee organization. . . .

(Emphasis added.)

Government Code section 54950 provides:

In enacting this chapter, the Legislature finds and declares that the public commissions, boards and councils and the other public agencies in this State exist to aid in the conduct of the people's business. It is the intent of the law that their actions be taken openly and that their deliberations be conducted openly.

The people of this State do not yield their sovereignty to the agencies which serve them. The people, in delegating authority, do not give their public servants the right to decide what is good for the people to know and what is not good for them to know. The people insist on remaining informed so that they may retain control over the instruments they have created.

Government Code section 54957.6 provides:

- (a) Notwithstanding any other provision of law, a legislative body of a local agency may hold closed sessions with the local agency's designated representatives regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees, and, for represented employees, any other matter within the statutorily provided scope of representation.

(Emphasis added.)

Unlawful Unilateral Change

To establish an unlawful unilateral change, the charging party must prove that: (1) the employer took action to change policy; (2) the change in policy concerns a matter within the scope of representation; (3) the action was taken without providing the exclusive representative notice or an opportunity to bargain over the change; and, (4) the action had a generalized effect or continuing impact on terms and conditions of employment. (*County of Santa Clara* (2013) PERB Decision No. 2321-M, p. 18-19; *Walnut Valley Unified School District* (1981) PERB Decision No. 160; *Grant Joint Union High School District* (1982) PERB Decision No. 196; see also *Vernon Fire Fighters, Local 2312 v. City of Vernon* (1980) 107 Cal.App.3d 802, pp. 822-823.)

Since this case involves an ordinance, it is undisputed that the public agency's governing board took action to pass the ordinance, that the action was taken without giving the recognized employee organizations an opportunity to bargain over the change, or that the ordinance will have a generalized or continuing impact on bargaining.⁸ Rather, the primary contention is whether the ordinance concerns a matter within the scope of representation. The County contends that the provisions of the ordinance fall outside of the scope of representation

⁸ While the County may argue that its ordinance did not constitute a change from what OCEA's conduct had been in the past during bargaining, this is the first time that a policy of public disclosure would be cemented in perpetuity, which constitutes a change from its prior bargaining status quo.

and OCEA, OCAA, and IUOE contend that some of the provisions fall within the scope of representation.⁹

1. MMBA and the Scope of Representation

MMBA section 3504 defines the scope of representation as including, “wages, hours, and other terms and conditions of employment, except, however, that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order.” A three-part inquiry is employed to determine whether an employer’s implementation of a decision purportedly within its managerial prerogative falls within the scope of representation under MMBA section 3504. (*City of Alhambra* (2010) PERB Decision No. 2139-M.)

First, it must be determined whether the management action had a significant and adverse effect on the wages, hours, or working conditions of the employees in the bargaining unit. If not, then there is no duty to meet and confer. Second, assuming a significant and adverse effect is shown, it must be determined whether the action flowed from the implementation of a fundamental managerial or policy decision. If it did not, then the duty to meet and confer applies. Third, if both factors are present—i.e., the implementation of a fundamental managerial or policy decision resulted in a significant and adverse effect on the wages, hours, or working conditions of the employees in the bargaining unit—then a balancing test is used. The action is within the scope of representation only if the employer’s need for unencumbered decision-making in managing its operations is outweighed by the benefit to

⁹ None of the three charging parties contend that Section 1-3-21(a) falls within the scope of representation, other than the noticeable omission of being able to negotiate the confidentiality of the ongoing negotiations found in Section 1-3-21(a)(3). The issues which have not been challenged by the three charging parties as to the scope of representation therefore need not be addressed.

employer-employee relations of bargaining about the action in question. (*City of Alhambra, supra*, PERB Decision No. 2139-M, p. 13, citing *Claremont Police Officers Assn. v. City of Claremont* (2006) 39 Cal.4th 623, 638; see also *Building Material & Construction Teamsters Union v. Farrell* (1986) 41 Cal.3d 651, 665.)

2. The Scope of Representation and Ground Rules of Bargaining

In early PERB precedent, PERB discussed the role of ground rules in the negotiations process. Specifically, in *Stockton Unified School District* (1980) PERB Decision No. 143, p. 23, PERB stated:

The Board finds, as did the hearing officer, that the District refused to negotiate any substantive contract issues, although requested to do so by the Association, until a written agreement on ground rules was signed. . . . The NLRB has held that parties must bargain collectively about the preliminary arrangements for negotiations in the same manner they must bargain about substantive terms or conditions of employment. The NLRB finds “such preliminary matters are just as much a part of the process of collective bargaining as negotiations over wages, hours, etc.”

(Emphasis added, citations omitted.)

Later, in discussing the negotiation of grounds rules, specifically “release time,” PERB stated in *Anaheim Union High School District* (1981) PERB Decision No. 177 (*Anaheim*), pp. 8-12:

It is essential to the negotiating scheme of things that neither side be afforded, by law, dominance over the process, thus negating the concept of mutuality and good faith. Allowing the employer to unilaterally dictate the matter of released time, including the number of employee negotiators, amounts of compensation and scheduling of sessions, would give to the employer precisely that objectionable form of dominance. . . .

Each negotiation, from presentation of initial proposals to final settlement, has a tempo and rhythm of its own. Typically, ground rules are first established – the time and place for bargaining to start, the order of issues to be discussed, the final settlement

conditions that may be imposed, questions of ratification and approval of school officials, and a variety of similar procedural matters. . . . To permit the employer to decide at the outset how many hours or days will finally be required and at what times negotiations take place and over what duration per session is to apply an inherently unrealistic formula to these arrangements and, by definition, to establish an unreasonably inflexible and mechanistic policy.

[¶ . . . ¶]

[T]here is no legal basis for distinguishing negotiations on ground rules from negotiations on substantive issues. The duty to bargain means just that. The employer's position on procedural issues, as its position on wages, hours or terms and conditions of employment, is to be expressed through its own proposals and counterproposals.

(Emphasis added.)

PERB's assertion as to the bilateral nature of the negotiations over ground rules and it being "equivalent" to a mandatory subject of bargaining has been repeated in subsequent PERB decisions. (*Compton Community College District* (1989) PERB Decision No. 728, adopted proposed decision, p. 56, (*Compton*); *Southwestern Community College District* (1998) PERB Decision No. 1282, adopted warning letter, p. 3 (*Southwestern*); *Empire Union School District* (2004) PERB Decision No. 1650, adopted proposed decision, p. 44; *Trustees of the California State University* (2006) PERB Decision No. 1842-H, p. 10.). Additionally, neither party has the authority to dictate the setting in which these negotiations may occur. (*State of California (Board of Equalization)* (1997) PERB Decision No. 1235-S, p. 3; *Trustees of the California State University, supra*, PERB Decision No. 1842-H, p. 10.) This prohibition from unilateral dictation as to the setting of the negotiations also extends to the scheduling of the negotiations. (*Sierra Joint Community College District* (1981) PERB Decision No. 179, p. 6.)

In describing the dynamic nature of negotiating ground rules, PERB provided in *Gonzales Union High School District* (1985) PERB Decision No. 480, adopted ALJ proposed decision, p. 47-48:

While the Association's proposed ground rules were significantly different than those used previously on two points, no conclusion adverse to the Association can be drawn from this difference. The PERB has held that negotiating "ground rules" are[sic] the equivalent to a mandatory subject of bargaining. *Stockton Unified School District* (11/3/1980) PERB Decision No. 143. Thus, an employee organization (or an employer) is free to propose any ground rules for negotiations which it believes to be appropriate or helpful, and is not required to agree to the other party's position on any specific issue, or to agree to any specific compromise.

(Emphasis added.)

Additionally, as stated in *City of San Jose* (2013) PERB Decision No. 2341-M, p. 26:

Parties to negotiations may propose, and *mutually agree* to, ground rules or other arrangements governing the time and place of their negotiations, including proposals whereby some topics will be discussed before others. (*Southwestern Community College District* (1998) PERB Decision No. 1282; *Compton Community College District* (1989) PERB Decision No. 728.)

(Italics included in quotation.)

One of ground rules that is typically discussed during labor negotiations is the confidentiality of the ongoing negotiations and some restriction(s) from or limitation(s) upon disclosure to those outside of the circle of attendees at the bargaining table. (*Muroc Unified School District* (1978) PERB Decision No. 80 (*Muroc*), p. 3; *San Ysidro School District* (1980) PERB Decision No. 134, pp. 7 and 15; *King City Joint Union High School District* (2005) PERB Decision No. 1777, adopted proposed decision, p. 5.) Indeed, the County and OCMA had negotiated a confidentiality ground rule in the past.

While an MMBA case has cited with approval EERA ground rules cases (see e.g., *City of San Jose, supra*, PERB Decision No. 2341-M, p. 26), the issue of whether ground rules are the equivalent to a mandatory subject of bargaining has not yet been determined under the *City of Alhambra* scope of representation test. While the ground rules used during negotiations do not, on their face, directly affect employees' wages, hours, or working conditions, the application of ground rules through the bargaining process would have a significant and adverse effect on wages, hours and working conditions. If a public agency is able to exercise overall control over the ground rules of bargaining, it can short circuit and frustrate bargaining to the point it ceases to be a bilateral process. For instance, one can only imagine the one-sided result of bargaining when issues of release time, the number of union negotiators to be released,¹⁰ scheduling and length of negotiating sessions, order of discussion of proposals, length and frequency of caucuses, package proposals, and the confidentiality/non-confidentiality of proposals, are decided and controlled by the public agency. The negotiations would no longer become arms-length and the recognized employee organization would be forced to try to get the best agreement they could under the rules and time frames imposed by the public agency.

As the first inquiry of the test has been satisfied, the second inquiry is to determine whether the ground rules flow from a fundamental managerial or policy decision. As these ground rules affect the actual bargaining itself, a bilateral process, it does not flow from a fundamental managerial or policy decision. Therefore, a public agency would have a duty to

¹⁰ MMBA section 3505.3, subdivision (a), provides for a reasonable number of public agency representatives to have a reasonable amount of time off without loss of compensation for purposes of meeting and conferring with the public agency regarding matters within the scope of representation.

meet and confer over the ground rules as has been held in other labor relations statutes under PERB's jurisdiction where the ground rules have been determined to be the equivalent of a mandatory subject of bargaining. However, even though ground rules are equivalent to a mandatory subject of bargaining and must be negotiated, one party's insistence as to bargaining ground rules before negotiating substantive issues can be an indicator of surface bargaining. (*San Ysidro School District, supra*, PERB Decision No. 134; *City of San Jose, supra*, PERB Decision No. 2341-M, pp. 27-28.)

a. Independent Economic Analysis-Opening Proposal (Section 1-3-21(b)(1) and (2)).

Section 1-3-21(b)(1) and (2) of the COIN ordinance, when viewed together, task the County Auditor-Controller with providing a report detailing the fiscal costs of its opening proposal to the Board of Supervisors and the public for review at least 30 days before consideration by the Board of an opening proposal to be presented by the County to the recognized employee organization. Such an opening proposal provision, commonly referred to as a "sunshine" provision, is found in other labor relations statutes such as the Educational Employment Relations Act (EERA), Government Code section 3547; the Ralph C. Dills Act, Government Code section 3523; the Higher Education Employer-Employee Relations Act (HEERA), Government Code section 3595; and the Los Angeles County Metropolitan Transportation Authority Transit Employer-Employee Relations Act (TEERA), Public Utilities Code section 99569.

In these sunshine provisions in other labor relations statutes, both the employer and the recognized employee organization are required to present their initial meet and confer proposals at a public meeting and no meeting and conferring is to take place for a period of time while the public has an opportunity to review and comment on these proposals. EERA,

HEERA, and TEERA allow for a “reasonable” period of time to transpire which can be adopted as a regulation by the school board/board for which no negotiations may occur. The Dills Act allows for a minimum of a seven-day period before bargaining may commence.

First of all, setting aside for the moment the 30-day public review period, the existence of a sunshine provision in numerous labor relations statutes demonstrates that public notice of opening proposals does not inherently conflict with the parties’ obligation to meet and confer in good faith in a public sector setting. It cannot be found that such a provision, standing alone without any reference to the 30-day non-negotiations time period, would lend to the domination of the bargaining process or unduly delay negotiations to the point that it negates the concept of mutuality and good faith. (*Anaheim, supra*, PERB Decision No. 177, pp. 8-11.)

The provisions regarding the County Auditor-Controller likewise do not appear to exert any dominance or control over the bargaining process. Rather, provision controls only the County’s own internal process for making and reviewing proposals. Additionally, it is the public agency’s fundamental managerial prerogative to decide whether its’ opening proposal should be costed and which department/office within the County should cost its opening proposal. Such a decision on its face would not have a significant and adverse effect upon the opening of negotiations on the face of the ordinance, as it is not clear that the County and the Auditor-Controller could not cooperate and these duties could not be performed in a coordinated and timely manner, especially as this is the opening proposal.¹¹ The agency’s need

¹¹ While charging parties may speculate as to the amount of time that it would take for another agency in the County to provide such costing and that it would take longer if the costing was performed by another County department/office under the County Executive/Administrative Officer’s direct control, such conclusions are better left to a case-by-case analysis as to surface bargaining and dilatory tactics rather than facially challenging the validity of the ordinance. Likewise, the costing of each proposal during ongoing negotiations

for unencumbered decision-making in managing its internal negotiations infrastructure exceeds any benefit to employee-employer relations which would come about from bargaining over this issue. (*City of Alhambra, supra*, PERB Decision No. 2139-M; see also *Westminster School District* (1982) PERB Decision No. 277, p. 7 [holding that both parties have the unqualified right to select who will represent their interests in negotiations].).

The MMBA, the Dills Act, the Trial Court Employment Protection and Governance Act (Trial Court Act), Trial Court Interpreter Employment and Labor Relations Act (TCIELRA), and the In-Home Supportive Services Employer-Employee Relations Act (IHSEERA) all require that for the parties to “meet and confer in good faith” they have a “mutual obligation to meet and confer promptly upon request by either party . . .” (Emphasis added, MMBA section 3505, Dills Act section 3517, Trial Court Act section 71601, subdivision (e), TCIELRA section 71801, subdivision (e), and IHSEERA section 110003, subdivision (h), respectively.)¹² The larger question is whether the 30-day non-negotiations period portion in the COIN ordinance (Section 1-3-21(b)(2)) violates the duty found in MMBA section 3505 for the parties to meet and confer “promptly” upon request by either party.¹³ The Dills Act, which also has an obligation to meet “promptly,” provides for a seven-day non-negotiations period

in Section 1-3-21(b)(3) and the possible delay which may occur as a result of a separate agency conducting the costing function is best left to a case-by-case analysis of surface bargaining.

¹² While HEERA and TEERA do not include the “promptly” adverb to its obligation, these statutes include the “mutual obligation” to meet and confer at “reasonable times.” (HEERA section 3562, subdivision (m), and TEERA section 99560.1, subdivision (l).) Regardless of the qualifier to the meet and confer obligation in the various labor relations statutes, under the MMBA, both the County and the charging parties have a mutual obligations to meet and confer “promptly” upon the request of either party.

¹³ See *Dublin Professional Fire Fighters, Local 1885 v. Valley Community Services Dist.* (1975) 45 Cal.App.3d 116, 118 [duty to meet promptly is absolute].

and other labor relations statutes such as EERA, HEERA and TEERA, which do not have a “promptly” requirement, allow for a “reasonable” period of time adopted by a board. In light of this pronounced disparity between a seven-day and a 30-day non-negotiations period, a 30-day non-negotiations period is inconsistent and contrary to the MMBA’s obligation that the parties meet and confer “promptly” upon the written request by either party.

As stated earlier in this proposed decision, ground rules have been found to be equivalent to a mandatory subject of bargaining. The MMBA’s requirement to meet “promptly” upon request creates an even greater impetus for the parties to decide together how soon the parties should meet after an opening proposal is sunshined. Such bilateral negotiation of a reasonable non-negotiations period satisfying the “promptly” requirement would be an example where the benefit to employee-employer relations of bargaining over this non-negotiations time period would outweigh the employer’s need for unencumbered decision-making. (*City of Alhambra, supra*, PERB Decision No. 2139-M.) Such negotiations would eliminate disputes in the future as to when bargaining should commence. Therefore, the non-negotiations time period after the sunshine of an opening proposal falls within the scope of representation.

The County should have negotiated over this non-negotiations time period as it therefore fell within the scope of representation. Therefore, it is found that the County enacted an unlawful unilateral change within and therefore violated MMBA sections 3503, 3505, 3506, and 3506.5, subdivisions (a), (b), and (c), and PERB Regulation 32603, subdivisions (a), (b), and (c).

- b. Reporting out of Closed Session and Disclosure of Proposal(s) to the Board of Supervisors and Public within 24 hours of the Proposal being Made (Section 1-3-21(c)(2), (3), and (6)).

The contention of the three charging parties is that Section 1-3-21(c)(2), (3), and (6) violates the bargaining responsibility of the County to bargain over a ground rule of confidentiality. These provisions specifically require the Board of Supervisors to report out of closed session and the County to disclose within 24 hours of any bargaining proposal being made by either party. As stated earlier, bargaining over ground rules, including over the confidentiality of the negotiations, is the equivalent to a mandatory subject of bargaining. (*Compton, supra*, PERB Decision No. 728; *Southwestern supra*, PERB Decision No. 1282; *Muroc, supra*, PERB Decision No. 80, p. 3.) For the Board of Supervisors to declare that it will publicly disclose all bargaining proposals during negotiations is to exercise dominance over this ground rule area (confidentiality/non-confidentiality) and to unilaterally dictate the setting in which negotiations may occur. (See *Anaheim, supra*, PERB Decision No. 177, pp. 8-11.) While the County need not agree to proposed ground rule of confidentiality of the negotiations, it must allow for a recognized employee organization to propose such a ground rule and to fully consider the proposal in good faith, just like it would fully consider a proposal over a substantive bargaining proposal within the scope of representation. (*Indio Police Command Unit Assn. v. City of Indio* (2014) 230 Cal.App.4th 521, 536.) The duty to meet and confer in good faith obligates both parties to continue to meet and confer “for a reasonable period of time in order to exchange freely information, opinions, and proposals, and to endeavor to reach agreement . . .” (MMBA, § 3505.)

By the Board of Supervisors adopting Section 1-3-21(c)(2), (3), and (6) of the ordinance, it exercised dominance in this area of the ground rules without any consideration of

other confidentiality proposals of ground rules, especially as those types of ground rules are the equivalent of a mandatory subject of bargaining and therefore within the scope of representation. As such, the Board of Supervisors implemented an unlawful unilateral change in violation of MMBA sections 3503, 3505, 3506, and 3506.5, subdivisions (a), (b), and (c), and PERB Regulation 32603, subdivisions (a), (b), and (c).¹⁴

c. Adoption of the Tentative Agreement After a Minimum of Two Board of Supervisors Meetings (Section 1-3-21(d)).

Section 1-3-21(d) provides that the adoption of a tentative agreement can only occur after the public has had an opportunity to review and comment about the terms of the tentative agreement at a minimum of two board meetings. As it is undisputed that approval of the tentative agreement must be publicly approved by the Board of Supervisors, it is concluded that public disclosure of the terms of that tentative agreement has a significant and adverse effect on the bargaining of the terms and conditions of employment as the parties have already come to a tentative agreement.¹⁵ The requirement for the scheduling of the two board meetings, however, must be read in context with the Board of Supervisor's compliance with MMBA section 3505.1, which provides that a governing body shall vote to adopt or reject a tentative agreement within 30 days of the date it first considered a tentative agreement at a duly noticed meeting. It is possible that both of the board meetings referenced in Section 1-3-21(d) can be scheduled within this 30 day period prescribed in MMBA

¹⁴ The complaint did not charge the County whether the public disclosure of ongoing negotiations provision could ever be included in a public agency's ordinance. For example, even if the County bargained with the charging parties over this proposed ordinance provision, could the County enact such an ordinance, which would cement a ground rule in perpetuity rather than allow the parties to negotiate ground rules during the beginning of each successor MOU negotiations. This issue may need to be resolved another day.

¹⁵ Such disclosure is also consistent with EERA section 3547.5, subdivision (a).

section 3505.1. MMBA section 3505.1 appears to give the governing board the freedom to act upon the tentative agreement any time within the proscribed period and Section 1-3-21(d) does not facially conflict with such requirements. Therefore, the Board of Supervisors' adoption of this provision of COIN is not found to violate MMBA sections 3503, 3505, 3506, and 3506.5, subdivisions (a), (b), and (c), and PERB Regulation 32603, subdivisions (a), (b), and (c).

Refusal to Bargain Allegation

MMBA section 3504.5 provides in pertinent part:

[T]he governing body of a public agency, . . . shall give reasonable written notice to each recognized employee organization affected of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the governing body . . . and shall give the recognized employee organization the opportunity to meet with the governing body

(Emphasis added.)

It is uncontested that Danley unconditionally refused OCEA's, OCAA's, and IUOE's demands to negotiate the proposed ordinance as the County believed the proposed ordinance to concern matters which fell outside the scope of negotiations.

In *County of San Luis Obispo* (2015) PERB Decision No. 2427-M, PERB summarized its precedent concerning a parties' refusal to bargain due to the negotiability of a subject:

When a party to negotiations refuses to discuss a particular subject or proposal based on the belief that it encompasses matters outside the scope of mandatory subjects, the lawfulness of that refusal turns on the whether the subject or proposal is negotiable. [Citations omitted.] Because the obligation to meet and confer promptly upon request regarding mandatory subjects of bargaining is absolute [Citations omitted.], there is no "good faith doubt," "mistake of law" or similar defense available when a party has refused outright to meet or negotiate, because it denies or entertains doubt as to the negotiability of a proposal. [Citations omitted.] If the matter is within scope, then the refusal to discuss it is a per se violation of the duty to bargain and, unlike

a surface bargaining allegation, no further inquiry into the respondent's subjective motive is necessary. [*Citations omitted.*]

(*Ibid.*, p. 26.)

Refusal to bargain allegations have also been applied to the negotiation of ground rules and whether the ground rules fell within the scope of representation. In *Sierra Joint Community College District* (1981) PERB Decision No. 179, PERB discussed the ground rule of release time and an employer's refusal to negotiate over that ground rule because it contended that it did not fall within the scope of representation. PERB provided:

The hearing officer's conclusion that successful negotiations on other matters negated the refusal-to-negotiate charge must be considered in light of the totality of the negotiations which took place. Pursuant to this principle, the employer's refusal to agree to a specific proposal may be lawful when viewed in the context of the employer's good faith negotiation posture. [footnote omitted.] However, the principle is not applicable where the employer refuses to discuss a proposal because he denies its negotiability. [footnote omitted.] In such a case, the lawfulness of the employer's position turns on the negotiability of the subject. Where the subject is negotiable, the employer's agreement on other matters is irrelevant. Here in light of our finding that released time is a mandatory subject, the District's flat refusal to negotiate on this matter violated section 3543.5(c).¹⁶

(*Ibid.*, pp. 6-7.)

Similarly, in the instant case, the County refused to bargain over the non-negotiation time period in Section 1-3-21(b)(2) and the public disclosure of ongoing negotiations in

¹⁶ Government Code section 3543.5, subdivision (c), provides:

It is unlawful for a public school employer to do any of the following:

[¶ . . . ¶]

(c) Refuse or fail to meet and negotiate in good faith with an exclusive representative. . . .

Section 1-3-21(c)(2), (3), and (6). As stated earlier, these matters are the equivalent of a mandatory subject of bargaining and therefore fall within the scope of representation. As a result, the County's refusal to bargain over these matters constitutes a violation of MMBA sections 3503, 3505, 3506, and 3506.5, subdivisions (a), (b), and (c), and PERB Regulation 32603, subdivisions (a), (b), and (c).

Unalleged Violation

OCAA alleges that the County violated MMBA section 3507, subdivision (a) when it adopted COIN without fulfilling its consultation in good faith requirement. However, this allegation is not included in the complaint nor did OCAA move to amend the complaint either before or during the hearing, or in this case, before or during the submission of the stipulated record. Therefore, to constitute a source of liability for the County, this allegation must meet the requirements for an unalleged violation. (*West Contra Costa Healthcare District* (2010) PERB Decision No. 2145-M.)

The Board has the authority to review unalleged violations when the following criteria are met: (1) adequate notice and opportunity to defend has been provided to respondent; (2) the acts are intimately related to the subject matter of the complaint and are part of the same course of conduct; (3) the unalleged violation has been fully litigated; and (4) the parties have had the opportunity to examine and be cross-examined on the issue. (*County of Riverside* (2010) PERB Decision No. 2097-M; *Fresno County Superior Court* (2008) PERB Decision No. 1942-C.) The unalleged violation must also have occurred within the applicable statute of limitations period. (*County of Riverside, supra*, PERB Decision No. 2097-M.)

All of the criteria for an unalleged violation are met in this case. The issue is timely in that a violation of MMBA section 3507 was included in its unfair practice charge. The same

set of stipulated facts applied to the unalleged violation as to the other allegations, as it was only a matter of a new legal theory of a violation which was involved. Lastly, both OCAA and the County addressed the unalleged violation in their briefs. As a result, the unalleged violation will be considered.

Consultation in Good Faith Obligation

MMBA provides in pertinent part:

3507 (a) A public agency may adopt reasonable rules and regulations after consultation in good faith with representatives of a recognized employee organization or organizations for the administration of employer-employee relations under this chapter.

The rules and regulations may include provisions for all of the following:

[¶ . . . ¶]

- (5) Additional procedures for the resolution of disputes involving wages, hours and other terms and conditions of employment.

[¶ . . . ¶]

- (9) Any other matters that are necessary to carry out the purposes of this chapter.

MMBA section 3507 concerns “ground rules pertaining to employee representation relations” with the public agency (*Service Employee International Union, Local 660 v. City of Santa Barbara, et al.* (1981) 125 Cal.App.3d 459, 469; *Covina-Azusa Fire Fighters Union v. City of Azusa* (1978) 81 Cal.App.3d 48, 59-60) rather than ground rules pertaining to the collective bargaining of a successor agreement which is covered in this case by MMBA section 3505. The restriction on ground rules in COIN do not fall into the same category of dispute resolution procedures set forth in MMBA section 3507, subdivision (a)(5), which would most likely include: mediation, factfinding, or interest arbitration. In this case, the public disclosure

of an opening bargaining proposal, ongoing bargaining proposals and the tentative agreement for public review and comment does not rise to the same level as proceedings involving a mediator, factfinder, or arbitrator. It also does not fall under the catchall subsection of MMBA section 3507, subdivision (a)(9), as it does not concern employee organization/employer “representation” matters (recognition, etc.) which is the focus of MMBA section 3507.¹⁷ For these reasons, this allegation is dismissed.

REMEDY

Pursuant to section 3509, subdivision (a), the PERB under section 3541.3, subdivision (i), is empowered to:

take any action and make any determinations in respect of these charges or alleged violations as the board deems necessary to effectuate the policies of this chapter.

The County is found to have adopted a proposed ordinance, COIN, without prior notice to OCEA, OCAA, and IUOE, and affording them an opportunity to meet and confer over the decision or effects of the proposed ordinance. Such a violation constitutes an unlawful unilateral change and a refusal to bargain in good faith.

The traditional remedy in an unlawful unilateral change case is a cease and desist order coupled with affirmative relief consisting of an order to restore the prior status quo. (*County of Sacramento* (2009) PERB Decision No. 2044-M; *County of Sacramento* (2008) PERB Decision No. 1943-M.) A policy change subject to the duty to meet and confer and

¹⁷ Regardless, the County would not be allowed pursuant to MMBA section 3507 to set parameters as to the bargaining process which conflicted with other sections of the MMBA, such as the obligation to bargain in good faith under MMBA section 3505 as the disputed local rule or its application would be inconsistent and contrary to the express provisions of the MMBA. (*International Brotherhood of Electrical Workers, Local 1245 v. City of Gridley* (1983) 34 Cal.3d 191; *Huntington Beach*; *City of San Rafael* (2004) PERB Decision No. 1698-M; *County of Monterey* (2004) PERB Decision No. 1663-M.)

implemented without meeting and conferring is a *fait accompli*, which, if left in place, would compel the union to “bargain back” to the status quo (*Desert Sands Unified School District* (2004) PERB Decision No. 1682a, p. 5; *San Mateo County Community College District* (1979) PERB Decision No. 94, p. 15.) and make impossible the give and take that are the essence of good faith bargaining. (*Vernon Fire Fighters v. City of Vernon, supra*, 107 Cal.App.3d 802.) In order to restore the status quo in this case, the County must be ordered to rescind the problematic language from COIN. However, as the ordinance has a severability clause, only those provisions that were adopted in violation of the meet and confer violations under the MMBA must be rescinded. (*City of Sacramento, supra*, PERB Decision No. 2351-M, pp. 47; *Fairfield-Suisun Unified School District, supra*, PERB Decision No. 2262, pp. 18-19; *Desert Sands, supra*, PERB Decision No. 2092, pp. 31, 34.)

As a result of the unlawful unilateral change and refusal to bargain, the County also interfered with the right of employees to participate with their recognized employee organization, in violation of sections 3506 and PERB Regulation 32603, subdivision (a), and OCEA, OCAA, and IUOE were also denied its right to represent employees in their employment relations with a public agency, in violation of section 3503 and PERB Regulation 32603, subdivision (b). The appropriate remedy is to order the County to cease and desist from such unlawful conduct. (*Rio Hondo Community College District* (1983) PERB Decision No. 292.)

Finally, it is the ordinary remedy in PERB cases that the party found to have committed an unfair practice is ordered to post a notice incorporating the terms of the order. Such an order is granted to provide employees with notice, signed by an authorized agent, that the offending party has acted unlawfully, is being required to cease and desist from its unlawful

activity, and will comply with the order. Thus, it is appropriate to order the County to post a notice incorporating the terms of the order herein at its buildings, offices, and other facilities where notices to bargaining unit employees represented by OCEA, OCAA, and IUOE are customarily posted. Posting of such notice(s) effectuates the purposes of the MMBA that employees are informed of the resolution of this matter and the County's readiness to comply with the ordered remedy. (*Placerville Union School District (1978) PERB Decision No. 69.*)

PROPOSED ORDER

Upon the foregoing findings of fact, conclusions of law, and the entire record in this case, it has been found that the County of Orange (County) violated the Meyers-Milias-Brown Act (MMBA), Government Code section 3505, and PERB Regulation 32603, subdivision (c), by adopting a proposed ordinance, the Civic Openness in Negotiations ordinance (COIN), without prior notice to the Orange County Employees Association (OCEA), the Orange County Attorneys Association (OCAA) and the International Union of Operating Engineers Local 501 (IUOE), and affording them an opportunity to meet and confer over the decision or effects of the proposed ordinance. By this conduct, the County also interfered with the right of unit employees to participate in the activities of OCEA, OCAA, and IUOE, in violation of Government Code section 3506 and PERB Regulation 32603, subdivision (a), and denied OCEA, OCAA, and IUOE the right to represent employees in their employment relations with a public agency in violation of Government Code section 3503 and PERB Regulation 32603, subdivision (b).

Pursuant to section 3509, subdivision (a), of the Government Code, it is hereby ORDERED that the County, its governing board, and representatives shall:

A. CEASE AND DESIST FROM:

1. Implementing an unlawful unilateral change and refusing to meet and confer with recognized employee organizations prior to adopting a proposed ordinance concerning matters within the scope of representation.

2. Interfering with the right of bargaining unit employees to be represented by the recognized employee organization of their own choosing.

3. Denying recognized employee organizations their right to represent employees in their employment relations with the County.

B. TAKE THE FOLLOWING AFFIRMATIVE ACTIONS DESIGNED TO EFFECTUATE THE POLICIES OF THE MMBA:

1. Rescind the 30-day non-negotiations period portion of Section 1-3-21, subdivision (b)(2), as well as Section 1-3-21, subdivisions (c)(2), (3), and (6) of COIN.

2. Within ten (10) workdays of the service of a final decision in this matter, post at all work locations in the County, where notices to employees customarily are posted, copies of the Notice attached hereto as an Appendix. The Notice must be signed by an authorized agent of the County, indicating that the County will comply with the terms of this Order. Such posting shall be maintained for a period of thirty (30) consecutive workdays. Reasonable steps shall be taken to ensure that this Notice is not reduced in size, altered, defaced or covered with any other material. In addition to physical posting of paper notices, the Notice shall be posted by electronic message, intranet, internet site, and other electronic means customarily used by the County to communicate with its employees in the bargaining units represented by OCEA, OCAA, and IUOE. (*City of Sacramento, supra*, PERB Decision No. 2351-M.)

3. Within thirty (30) workdays of service of a final decision in this matter, notify the General Counsel of PERB, or his or her designee, in writing of the steps taken to comply with the terms of this Order. Continue to report in writing to the General Counsel, or his or her designee, periodically thereafter as directed. All reports regarding compliance with this Order shall be served concurrently on OCEA, OCAA and IUOE.

Pursuant to California Code of Regulations, title 8, section 32305, this Proposed Decision and Order shall become final unless a party files a statement of exceptions with the Public Employment Relations Board (PERB or Board) itself within 20 days of service of this Decision. The Board's address is:

Public Employment Relations Board
Attention: Appeals Assistant
1031 18th Street
Sacramento, CA 95811-4124
(916) 322-8231
FAX: (916) 327-7960

In accordance with PERB regulations, the statement of exceptions should identify by page citation or exhibit number the portions of the record, if any, relied upon for such exceptions. (Cal. Code Regs., tit. 8, § 32300.)

A document is considered "filed" when actually received during a regular PERB business day. (Cal. Code Regs., tit. 8, §§ 32135, subd. (a) and 32130; see also Gov. Code, § 11020, subd. (a).) A document is also considered "filed" when received by facsimile transmission before the close of business together with a Facsimile Transmission Cover Sheet which meets the requirements of California Code of Regulations, title 8, section 32135, subdivision (d), provided the filing party also places the original, together with the required number of copies and proof of service, in the U.S. mail. (Cal. Code Regs., tit. 8, § 32135, subds. (b), (c) and (d); see also Cal. Code Regs., tit. 8, §§ 32090 and 32130.)

Any statement of exceptions and supporting brief must be served concurrently with its filing upon each party to this proceeding. Proof of service shall accompany each copy served on a party or filed with the Board itself. (See Cal. Code Regs., tit. 8, §§ 32300, 32305, 32140, and 32135, subd. (c).)

**NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
PUBLIC EMPLOYMENT RELATIONS BOARD
An Agency of the State of California**



After a hearing in Unfair Practice Case Nos. LA-CE-934-M, LA-CE-935-M, and LA-CE-944-M, *Orange County Employees Association, et al. v. County of Orange*, in which all parties had the right to participate, it has been found that the County of Orange (County) violated the Meyers-Miliias-Brown Act (MMBA), Government Code sections 3503, 3505, 3506, and 3506.5, subdivisions (a), (b), and (c), and PERB Regulation 32603, subdivisions (a), (b), and (c), by adopting a proposed ordinance, the Civic Openness in Negotiations ordinance (COIN), without prior notice to the Orange County Employees Association, the Orange County Attorneys Association and the International Union of Operating Engineers Local 501, and affording them an opportunity to meet and confer over the decision or effects of the proposed ordinance.

As a result of this conduct, we have been ordered to post this Notice and we will:

A. CEASE AND DESIST FROM:

1. Implementing an unlawful unilateral change and refusing to meet and confer with recognized employee organizations prior to adopting a proposed ordinance concerning matters within the scope of representation.
2. Interfering with the right of bargaining unit employees to be represented by the recognized employee organization of their own choosing.
3. Denying recognized employee organizations their right to represent employees in their employment relations with the County.

B. TAKE THE FOLLOWING AFFIRMATIVE ACTIONS DESIGNED TO EFFECTUATE THE POLICIES OF THE MMBA:

1. Rescind the 30-day non-negotiations period portion of Section 1-3-21, subdivision (b)(2), as well as Section 1-3-21, subdivisions (c)(2), (3), and (6) of COIN.

Dated: _____

COUNTY OF ORANGE

By: _____
Authorized Agent

THIS IS AN OFFICIAL NOTICE. IT MUST REMAIN POSTED FOR AT LEAST THIRTY (30) CONSECUTIVE WORKDAYS FROM THE DATE OF POSTING AND MUST NOT BE REDUCED IN SIZE, DEFACED, ALTERED OR COVERED WITH ANY OTHER MATERIAL.



City of Larkspur

400 Magnolia Avenue, Larkspur, California 94939

Telephone: (415) 927-5110 Fax: (415) 927-5022

Website: www.cityoflarkspur.org

July 15, 2015

The Honorable Judge Faye D'Opal
Marin County Superior Court
PO Box 4988
San Rafael, CA 94913-4988

SUBJECT: Response to Grand Jury Report, *The Need for Labor Negotiation Transparency*

Judge D'Opal:

This letter serves as the Larkspur City Council's response to the Grand Jury's report *The Need for Labor Negotiation Transparency*, dated June 1, 2015. Foremost, the City Council thanks the members of the Grand Jury for your service and particularly for your promotion of transparency in government. Transparency in government is an ideal and goal shared by all of Marin's elected officials and the Grand Jury's efforts to identify areas for improvement is much appreciated. We appreciate the lengths to which the Grand Jury has gone to make the public aware of Civic Openness in Negotiations (COIN) ordinances – one emerging approach to increased transparency.

The City Council recognizes that members of the Grand Jury, like councilmembers, are volunteers and have only so much time available to conduct business. With such limited time, it is understandable that the Grand Jury focused on the agencies discussed in the first paragraph of the section labelled "Approach". Nonetheless, the City Council is disappointed that no officials from Marin cities seem to have been interviewed. Most of Marin's cities employ small numbers of represented employees and many of these represented units are not connected to larger labor unions. The experience of our agencies is very different from the experience of the large employers listed in the Grand Jury report, and our perspective about labor relations reflects a different dynamic. Our point is not that our labor negotiations cannot benefit from some or all of the recommendations in the Grand Jury's report, but that the adversarial rhetoric concerning labor relations found in some of the report's reference material (from Southern California cities) is wholly inconsistent with the relatively congenial labor-management atmosphere in Marin County. Without this local context, a reader of the Grand Jury's report might infer that the specific labor relations challenges in Orange County exist in Marin County. They do not.

We are also disappointed by the absence of a section discussing current labor negotiation practices by the municipalities in Marin. The Grand Jury's report gives the impression that none of the practices espoused by advocates of COIN are found in Marin – an impression

Planning: (415) 927-5038

Parks and Recreation: (415) 927-6746

Library: (415) 927-5005

Public Works: (415) 927-5017

Central Marin Police: (415) 927-5150

Fire: (415) 927-5110

that is not correct. Many of Marin's cities, including Larkspur, long ago implemented some of the core tenants of COIN. For example, Larkspur has for many years employed independent negotiators for labor relations. In addition, Larkspur already commissions third-party audits of the liabilities associated with its employment costs, specifically pension costs and retiree medical costs. These third-party audits are available to the public and any member of the public is welcome to address the City Council about them.

The literature on COIN implies that agency governing boards are under-informed about the financial impacts of employment agreements when they approve them. While we cannot attest for other cities, the Larkspur City Council wants to assure the Grand Jury and our residents that our current practices include financial briefings as part of our closed session discussions. City staff reports were presented with our most recently approved memoranda of understanding and other documents governing employee agreements. (Links to these reports are provided at the end of this letter.) The summary information in these reports reflects more detailed information and discussion from the closed session meetings that led to these agreements. We recognize that the Grand Jury's promotion of COIN is about disclosure of information and is not a direct comment about whether the Larkspur City Council is or is not well-informed when making its decisions. We are offering this comment to assure our constituency that we take seriously our fiduciary obligation to be well-informed as we examine proposals from the bargaining table and that, in this respect, we take exception to some of the general rhetoric of COIN proponents.

In reviewing the Grand Jury report, there are two points that the City Council believes warrant clarification. The first point concerns the footnote on Page 3 of the report, in which the Grand Jury makes reference to a dispute about COIN before the Public Employee Relations Board (PERB) known as *Orange County Employees Association (OCEA) vs County of Orange*. Subsequent to the Grand Jury issuing its report, the attached ruling was issued; the ruling was decided in favor of the OCEA's arguments. The footnote states that the charge against the County of Orange relates to the adoption of a COIN ordinance and not its implementation, which might be interpreted to mean that the outcome of the dispute has no bearing on the implementation of COIN. We disagree with such an interpretation. If the County of Orange does not appeal the ruling or the ruling is upheld on appeal, the County of Orange must engage in "meet and confer" talks with the OCEA. Through this meet and confer process, disputes over the implementation of COIN may very well arise, and the parties may find themselves requesting resolution of these disputes in front of PERB. All taxpayers deserve to know that an agency adopting a COIN ordinance before the Orange County parties resolve their disputes may be exposing the agency to labor relations and legal costs that can be avoided by simply taking a "wait and see" approach.

Our second point concerns this sentence on Page 5 of the report:

The COIN process is about the transparency of decisions made during negotiations that lead to a tentative agreement – the agreement that is recommended to the Employer for approval.

The City Council wants to make certain that the public understands the nature of a tentative agreement in Larkspur. The City Council meets regularly with its negotiator(s) in closed session. During these closed session meetings, the City Council grants certain levels of authority to the negotiator to make agreements at the bargaining table. In Larkspur, When the designated negotiator signs a tentative agreement, he or she is doing so with the

authority granted by the Council. Accordingly, when the draft employment agreement is sign tentative agreements without consulting with the governing board first or having already received authorization to make commitments at the bargaining table. It may be that this step in the COIN process is proposed and deemed necessary as a check against tentative agreements that the governing board has not authorized. Perhaps in these agencies, the process is such that rejection by governing body is a normal aspect of the process. It would not be a normal aspect of the process in Larkspur. In Larkspur, the City Council has discussed tentative agreements and their financial ramifications before they are signed. At best, overturning a memorandum of understanding at the end of the process would destroy the faith our labor units have that the City's negotiator only signs tentative agreements the City Council is prepared to approved; at worst, it would expose the City to charges of bargaining in bad faith – and associated legal exposure – for rejected elements of agreements that the City advanced at the bargaining table.

What follows are the City Council's specific responses to the report's findings and recommendations.

Grand Jury Finding 1: *The residents of Marin County pay taxes to support decisions made by the Board of Supervisors and City and Town Councils; however these residents have minimal opportunity to provide input into labor negotiations.*

The City Council agrees that residents pay taxes but offers no opinion as to residents' reasons for doing so. The City Council notes that labor negotiations in Larkspur have always been placed on the agenda so that the public is informed when they are occurring; the public has always and will always have the option to address the Council at any public meeting about labor negotiations and labor relations, in general. To the extent that the Grand Jury is defining "minimal opportunity" as there not being agenda items as they are described in the COIN ordinances, the City Council agrees that such agenda items have not existed in Larkspur.

Grand Jury Finding 2: *The COIN process can be implemented without affecting the manner in which tentative agreements are negotiated but which nevertheless will ensure public awareness of the terms and cost of those agreements in advance of their being adopted.*

The City Council finds no evidence in the Grand Jury's report to support this assertion. The Grand Jury's report provides a list of five agencies that have adopted some form of a COIN ordinance. A review of the websites of the five agencies suggests that only one agency, the City of Costa Mesa, has executed a labor agreement using COIN. Negotiations of that sole executed agreement, between the Costs Mesa and its non-sworn employees, did not begin until after the expiration of the previous agreement and took roughly one year to complete. In Larkspur' experience, one year is a long time for such negotiations. Additionally, in this specific case, news reports suggest the Costa Mesa employee unit was bargaining under the duress that the Costa Mesa's financial situation was going to result in layoffs unless there were concessions at the bargaining table. This one "COIN in action" example appears far too unique in nature to use as a basis for drawing the conclusion in the Grand Jury's finding. The City Council requires more information about the bargaining experience under a COIN ordinance before rendering an opinion on this finding. The City Council does

note that it appears that the Cities of Costa Mesa and Beverly Hills are in the process of initiating bargaining processes with several employee groups and will be following the COIN model.

Grand Jury Finding 3: *The COIN process mandates transparency in government decision-making, allowing residents to be informed and to participate in public discussion of how their tax dollars are spent.*

The City Council agrees that the COIN process would increase the amount of information that the City would publish during the negotiation process and that it stands to reason that public discourse would follow.

For any agency adopting a COIN process, the City Council believes residents should be advised as to when public discussion and input can be most effective. Based on our interpretation of the COIN process and our understanding of applicable labor law, the best point in the COIN process for public discussion between and with the City Council is prior to the start of bargaining. In the COIN process, the initial forum to discuss the summary report of employee costs would be the one point in the process the City Council believes could be a true exchange of ideas about labor negotiations. Once bargaining begins, the City Council would be quite limited by law in its ability to converse with the public about negotiations. Additionally, the COIN process places great weight on establishing a two-meeting review period for a draft employment agreement, after which the agreement would be approved or disapproved. ~~It would seem advisable to let the public know that if all of the changes in the draft agreement are based on tentative agreements at the bargaining table, the City Council would have to adopt the employment agreement or face charges of bargaining in bad faith. Such charges could subject the City to considerable legal costs. As noted previously, given the Larkspur City Council's role in the our bargaining process, the rejection of a draft employment agreement would significantly damage the City's credibility at the bargaining table and potentially bring charges from our labor groups that we bargained in bad faith.~~

Grand Jury Recommendation 1: *Marin County Board of Supervisors and each City Council and Town Council in Marin County adopt and implement a COIN ordinance prior to June 1, 2016, or prior to the next round of negotiations, whichever comes earlier.*

The City Council does not believe it would be fiscally prudent to consider adopting a COIN ordinance until (a) legal challenges to COIN ordinances have been resolved (particularly those related to *Orange County Employees Association vs County of Orange*); and (b) there is a significant number of case studies to examine. It appears that within the next few months, the COIN process will be underway in several jurisdictions. Perhaps by some point in 2016 or 2017, there will be enough examples for the City Council to consider what form of a COIN ordinance might be appropriate for Larkspur.

Grand Jury Recommendation 2: *Marin County Board of Supervisors and each City Council and Town Council in Marin County adopt and implement a COIN ordinance which includes, but is not limited to the following.*

1. Hire an independent, experienced Lead Negotiator to negotiate all labor agreements.
2. Hire an independent auditor to determine the fiscal impact of each provision in the current contract, and make this analysis available for public review.
3. Make public each proposal, after it is accepted or rejected by either Party, and publicly verify the costs of that accepted or rejected proposal by an independent auditor.
4. Make public seven days prior to a Board or Council meeting the negotiated tentative agreement and the fiscal analysis thereof, which are to be independently verified.
5. After seven days, place the final tentative agreement on the following two consecutive Employer's public meeting agendas: the first meeting is for discussion of the tentative agreement; the second meeting is for a vote by the Employer to approve or disapprove the tentative agreement.

As noted previously, the City Council does not believe it would be fiscally prudent to consider adopting a COIN ordinance until (a) legal challenges to COIN ordinances have been resolved (particularly those related to *Orange County Employees Association vs County of Orange*); and (b) there is a significant number of case studies to examine. The City Council would like to examine such case studies before considering specific elements of a COIN ordinance.

The City Council does offer the following comments with respect to three of the elements enumerated by the Grand Jury. First, as noted previously, the City of Larkspur has retained independent negotiators for many years and fully anticipates doing so with all future negotiations. Second, the City of Larkspur already receives detailed audits of its liabilities related to employee costs from third parties. The City Council believes it would be a wasteful use of taxpayer money to pay yet another third party to compile this information in one report – the City Council is comfortable that such a report could be compiled by the City's Finance Director. Regardless of when and if the City Council adopts a COIN ordinance, we are prepared now to commit to having such a report prepared and presented publicly before bargaining begins. Finally, the City Council does not see any particular reason why negotiated labor agreements cannot be published and in circulation for two meetings prior to adoption. Regardless of when and if the City Council adopts a COIN ordinance, we are prepared now to commit to this practice.

Sincerely,

Larry Chu
Mayor

c: Marin County Grand Jury

encl: as stated

links to relevant staff reports: <http://www.cityoflarkspur.org/DocumentCenter/View/4845>
<http://www.cityoflarkspur.org/DocumentCenter/View/4876>

Eric Dreikosen

From: Jody Morales <jodymorales@outlook.com>
Sent: Monday, August 03, 2015 8:27 AM
To: edreikosen@marinwood.org
Subject: Letter to Marinwood CSD

August 3, 2015

Marinwood CSD
Board of Directors and District Manager
775 Miller Creek Road
San Rafael, CA 94903

Board Members and District Manager Erik Dreikosen,

As a taxpaying resident covered by CSA 13 Fire, I am writing this letter to express my concern that your board president, Tarey Read, seems unaware of the true nature of the unfunded pension status of Marinwood CSD. In light of her long tenure on the Board, this is disturbing.

It was disconcerting, at best, that she challenged David Brown's assertion that there are ever-mounting pension liabilities, a subject on which we are very well versed, and stated that there are indeed no such liabilities. This completely erroneous statement gives uninformed residents a false sense that everything is just fine, when the facts are the complete reverse. One fireman even expressed confusion, with good reason.

Ms Read should publicly correct her misstatement. The taxpayers of CSA 13 deserve nothing less than the truth so that they are able to make wise decisions moving forward.

Further, in reviewing the fact finding hearing evidence correspondence between Tarey Read and the Marinwood Professional Firefighters, I am confused by the formal letter dated January 14, 2014 followed by a follow-up email the next day. In the formal letter Director Ried relays detailed information in an orderly, factual manner regarding negotiations. In her follow up email, however, she appears to be recanting and apologizing for the first communication. This is highly unusual and unprofessional. This error is a perfect example of why professional negotiators and procedures should be utilized by the District, as recommended by the Grand Jury, in order to ensure that the taxpayers are properly represented.

A second concern pertains to Director Read's dispersal of the Larkspur City Council's 'draft' response to the Grand Jury regarding COIN, Civic Openness in Negotiations. This was delivered as a necessary tool for the Marinwood Board of Directors to use in formulating their future response and is now part of your records.

However, that response has now been revised, and it will not be fully completed until mid-August following further discussions. Its final version will be far different than the one distributed Tuesday, July 14, 2015.

I am surprised that such a gaffe took place and I expect that a notice to the public will be issued so that no one assumes that the draft version was adopted as a final response and that the draft response will not be posted on any website as a factual document.

The Marinwood CSD Board president should not have allowed the Firefighters Union to distribute the draft response. Because it was a draft, and later rewritten, it resulted in misinformation being presented to the Board and to residents attending the meeting.

I request that this letter be read at your next Marinwood CSD meeting, to be a part of the record.

Thank you,
Jody Morales
71 Mt. Tallac Court
San Rafael, CA 94903

Eric Dreikosen

From: Liz Dale <liz.lvehoa@gmail.com>
Sent: Tuesday, August 04, 2015 9:25 AM
To: Eric Dreikosen
Cc: Tom Taylor; Bruce Carmedelle
Subject: Fwd: Notice re: Trimming on LVR

To: Eric, Marinwood CSD

Hi Eric,

Please add this item to the next Mw CSD Board meeting agenda.

The M-CSD Board should be provided with this information. There are segments of the north side LV road landscaping which are in CSD responsibility areas or in immediate proximity.

LVEHOA did meet with DPW Superintendent yesterday regarding trimming work planned along LVE neighborhood frontage (CSD area):

The originally scheduled date for this work of July 27 was postponed: A new date has not yet been set.

As you can see below, the work is planned on LVR from Los Gamos to Westgate Drive.

Thanks for providing this information to the M-CSD Board.

Liz
415-491-1150

----- Forwarded message -----

From: Bruce Carmedelle <bcarmedelle@highroadsports.com>
Date: Wed, Jul 15, 2015 at 11:40 PM
Subject: Fwd: Notice re: Trimming on LVR
To: Tom Taylor <tom@taylorlombardo.com>, Liz Dale <liz.lvehoa@gmail.com>

Begin forwarded message:

From: "Callaway, Chris" <CCallaway@marincounty.org>
Date: July 15, 2015 at 5:07:35 PM PDT
To: Maggie <President@lvha.org>, Bruce Carmedelle <BCarmedelle@highroadsports.com>
Cc: "Connolly, Damon" <DConnolly@marincounty.org>
Subject: Notice re: Trimming on LVR

Maggie and Bruce,

We are writing to provide some information on what to expect for upcoming tree and bush trimming along Lucas Valley Road. This work will begin on July 27.

The guidelines that the County is following come from The State Manual of Standard Maintenance Practices. Local agencies have been successfully sued for not adhering to these practices. They are considered to gold standard as far as maintaining vegetation within the right of way.

Relevant portions are as follows:

- **Chapter C2 Vegetation Control subsection C2.09 (A) states:** *“Trees and shrubs should be trimmed to maintain visibility of highway signs and safety devices, and to provide 17 feet of clearance over the traveled way and shoulder.”*

- **Subsection C2.11 (D) also states:** *“Native brush and seedling trees naturally occur on roadsides, encroaching into the roadway, and obstructing safety hardware and drainage. Control brush and seedling trees as necessary to provide sight distance on curves and clear unpaved shoulder areas, safety hardware, and drainage. All brush and seedling trees should be controlled at a minimum nine*

(9) feet from the pavement edge.”

Here is a statement from County DPW on what they are doing and why:

--

“The Marin County Road Maintenance Division is currently performing mandated brush cutting and vegetative management operations along Lucas Valley Road between Los Gamos and Westgate.

The primary goal of this is to re-establish required site clearance by cutting back vegetation in order to provide the following:

1. *Proper site distance for motorists and pedestrians.*
2. *Clear recovery zones.*
3. *Maintain visibility of traffic control devices*
4. *Reduce the fire risk.*

County crews will be trimming vegetation back in order to provide the mandated minimum of 17' of clearance over the travelled way (vertical) and 10' clear from the edge of shoulder (horizontal). Where warranted, clearing of vegetation may exceed that measurement.

Much of the brush along Lucas Valley Road are trees that have lost their shape and have become shrubs. Proper pruning techniques dictate that these trimmed limbs be cut back to the trunk. Due to this, the initial trimming may look severe, but the trees will gradually fill out again over time."

--

Please let us know if you have any questions on this –just wanted to provide a heads up and make sure that we aren't taking anyone by surprise with this maintenance.

Chris

--

Chris Callaway

Aide to Supervisor Damon Connolly

District 1, Marin County Board of Supervisors

3501 Civic Center Drive, Suite 329, San Rafael, CA 94903

Direct Tel: [\(415\) 473-7354](tel:4154737354)



Eric Dreikosen

From: Liz Dale <liz.lvehoa@gmail.com>
Sent: Thursday, August 06, 2015 12:05 PM
To: Eric Dreikosen; Justin Kai
Cc: Bruce Carmedelle; Tom Taylor
Subject: M-CSD, Park Commission; re: Creekside Park
Attachments: pr_packet_7-28-15.pdf

Hi Eric,

Just one more (final) item from LVEHOA this week:

We happened to get copy of the last Park and Rec Commission meeting packet (copy is attached).

FYI- we had often asked Tom Horne to keep us on the email list for the Commission meetings; but for some reason it seems we drop off the list after each individual request.

So: Can you please add us to the permanent regular email list for Park Commission meetings: (using email address for Lucas Valley Estates: lve,lvehoa@gmail.com: in cc above).

Thanks!

And -- although we did not have the notice about the June meeting at Creekside Park: we have now read the minutes of that meeting; and were very concerned about discussions to rent the area for parties, to place restroom or porta potty on site, -- and we object to the recorded comment that these actions should proceed regardless of local resident (and CSD taxpayers) preferences.

Question: Are these Commission Meeting Minutes going to part of the next CSD meeting agenda packet? If so; that would be a time when we would like to provide a comment and our questions to the CSD Board.

I am copying Justin Kai on this email since I note he was the CSD Board member who attended this June Parks Commission Meeting.

Thanks Eric!

August 5, 2015

To: Marinwood Board of Directors
From: Chief Tom Roach
Re: Activity Summary for July 2015

FULL TIME PAID STAFFING

Eleven (11) full time paid personnel including:

Fire Chief Tom Roach

“A” shift- Captain Heine, Engineer Smith, Firefighter Brackett

“B” shift- Captain Bagala, Engineer Papanikolaou, Firefighter Selvitella

“C” shift- Captain White, Engineer Correa, Firefighter Anderson

Relief Firefighter-Jeff Smith

One firefighter off on industrial disability leave. Relief Firefighter Jeff Smith has been moved on to shift to fill that opening. The temporary firefighter has exhausted the 1000 hours, so the department is operating with nine full time employees, 3 per shift. Sick, vacation, training, school, etc are being filled using overtime.

VOLUNTEER STAFFING

21 Current Volunteers including:

One Volunteer Battalion Chief

2 Volunteer Firefighter/AO's

8 Volunteer Firefighters qualified as “responders” (includes AO's & Captains)

13 Volunteer Firefighter qualified as a “non responder”

EMERGENCY CALLS

Below are emergency calls for July 2015. The department ran 104 emergency responses, mostly medical aides but did respond to one strike assignment to the Wragg Fire in Berryessa, later redeployed to the Wragg Fire in Grass Valley and again to the Rocky Fire in Lake County. The department also responded to two small grass fires, one in Marinwood and one in San Rafael, and one structure fire in Novato.

	July 2015 Response Report						
	MA	PSA	FA/NN	FIRE	HAZMAT	COVER	TOTAL
Marinwood	19	8	2	1	0	na	30
CSA 13	3	1	0	0	0	na	4
New JPA (east of 101)	31	7	5	2	0	na	45
Old JPA (mont marin)	4	6	1	0	0	na	11
SR Mutual Aid	3	0	2	0	0	0	5
MC JPA	4	1	0	0	0	na	5
MC Mutual Aid	0	0	0	0	0	0	0
Novato Matrix	1	0	0	1	0	2	4
Others (list)							
Total number	65	23	10	4	0	2	104

COMMUNITY SERVICE/PREVENTION/ASSOCIATION MEETINGS

- I completed four final inspections of new solar systems in Marinwood.
- One fire commission meeting was held in July.
- Three camp tours of the firehouse were done during July.
- I met with a Sheriff and Open Space Deputy to discuss removal of a new homeless encampment on Marinwood Open Space.
- A follow up Cert Meeting of Cert Team Leaders was held in July to discuss the results of the gas shut off day.
- A student from Timothy Murphy School came to the firehouse for a tour and a talk about what it takes to become a firefighter.
- I met with Bill McNicholas twice to discuss PG and E piping in the Marinwood Plaza Area. I am attempting to locate maps to assist his following of the plume from the old cleaners.
- I met with Katherine Randolph to review her power point presentation and discuss the class she is teaching in Marinwood on vegetation management and disaster preparedness.
- Two tours of Rotary Valley were completed to inspect the vegetation and to plan for the Vegetation Management Plan Firesafe Marin is preparing.

TRAINING

- Six minutes of Safety training was reviewed daily by on duty staff.
- Department Personnel continued with the Target Safety Training Program during July.
- All new volunteer firefighters were added to Target Safety
- All three shifts participated in a multi company drill/training through the Central Marin Training Consortium in July. Topic included shoring and vehicle and building stabilization.
- Four volunteer drills were held in July.

MAINTENANCE

- All 4 department vehicles underwent a comprehensive monthly check during July.
- All gas-powered equipment was checked weekly during the month.
- All vehicle batteries were serviced and charged on a weekly basis during the month.
- All radio batteries were rotated and charged on a weekly basis during the month.
- Engine 658 was prepared for Wildland Season with all wildland packs tested and prepared.

August 7, 2015

To: Marinwood Board of Directors
From: Chief Roach

Re: Strike Team Update, New Engine Update, Union Request for Public Records, Rotary Valley Veg Management Plan, Homeless Encampments, Katherine Randolph Class

The Fire Commission was unable to get a quorum for the August meeting date but I wanted to send out an update on some of the happenings in the department. Feel free to call or email anytime if you have questions.

Strike Team Update

The strike team left on Thursday July 23 at 5 am. They spent about five days on the Wragg Fire in Berryessa and then were moved to the Lowell incident in Grass Valley area and more recently to the Rocky Fire in Lake County. On Thursday August 6 the crews were swapped out with Captain Heine, Engineer Brian Smith, Firefighter Ryan Brackett and San Rafael Captain Paramedic Conan Kelly relieving Captain White, Engineer Correa, and Firefighter Jeff Smith. The Rocky Fire seems to be winding down but there are a number of incidents in Humboldt County and further north they are very short of resources. Re assignment is a possibility.

New Engine Update

Captain Heine and I have both followed up with Roy Cobb of KME regarding the status of the new engine. Originally KME had said Marinwood would take delivery sometime in July. A few months ago when we checked in he said delivery would probably take place in October because they were behind in construction, not just for Marinwood but for all orders. Construction of the cab and the chassis has begun. Both are in early stages, but it's started. Roy and the lead builder on the Marinwood apparatus have said the engine is on track to be completed in early October with delivery in mid October. Exciting!

Union Request for Public Records

As mentioned in the last Board meeting there had been a letter from the Union Attorney requesting public records for the last 15 years on many different things, most related to strike team assignments, training records, etc. Eric and I have worked hard and have been able to get a lot of the information requested dating back to 2004 when I began as Fire Chief. We are still gathering some of the information and have made requests to Marin County Fire Chief and Cal OES for additional records to fill in the gaps. Unfortunately with increase in fire activity around the state the requests to those agencies have been moved down the priority chain. Eric and I will continue working on fulfilling the Union request.

Rotary Valley Vegetation Management Plan

I was able to secure a grant through FireSafeMarin for a vegetation management and maintenance plan to be written for Rotary Valley Senior Housing. I have had some meetings with Forester Ray Moritz who will write the plan. Ray has over 40 years of

experience as a Forester, has previously volunteered for FireSafeMarin, and currently owns his own tree consulting and maintenance company. We have had two walk through's of the complex to review the current state of the vegetation and make notes on the hazard areas that most need to be addressed. The plan will probably take two months to complete.

Homeless Encampments

Last Wednesday a resident called in with a smoke sighting on Marinwood Open Space at the end of Marinwood Avenue and above where the Truck Scales are on southbound 101. There have been two homeless encampments that have been told to move from the Marin County Sheriff on our behalf. The engine company and I hiked in to the location and found another homeless encampment and at the time there was a small hibachi grill with coals burning heating their coffee...at 11 am on the hottest day of the year. We made contact and asked them to extinguish the grill and spoke to them of the extreme fire danger and to please be vigilant. I also informed them they were trespassing that it was possible the sheriff would be back to relocate them. I have spoken with the sheriff deputy who works on our behalf to get the encampments off of CSD property. I have also spoken with Dixie Maintenance Supervisor Tim Walsh on an unrelated matter and he mentioned that he has seen at least one other couple moving what he believes is another homeless encampment somewhere on to the open space. The sheriff and I will attempt to locate and remove that also.

Vegetation Management and Disaster Preparedness Class

On Saturday August 29 Katherine Randolph from Mill Valley CERT Team will be teaching a two hour Vegetation Management and Disaster Preparedness Class at the Community Center. I have spoken and met with Katherine to review her presentation and make some changes to have the class be focused on Marinwood fuel and topography. Updates are being made to her power point presentation and to handouts. I am awaiting a flier from her to advertise the class. I was very impressed with her presentation, I highly encourage people to take the class. It is two hours.

Open Position

As I stated in the email Ross has been offered a job with the San Francisco FD. He is extremely excited as this is a great opportunity for him. With that being said the department has an opening. I spoke with Brandon about the different possibilities for hiring and to get feedback from the employee group as to what they would like to see for the department. This may be a good opportunity to begin working on the paramedic program. The department could hire a paramedic with the understanding that the employee could only function as an EMT until the details of the position have been finalized with the Union. Once that has been completed the new employee would then have to serve as a paramedic. Here are few of the different hiring possibilities-

*The department has a firefighter eligibility list that is one year old almost to the day. I have the option of extending it a second year. There are some Marinwood volunteers on this list who meet the firefighter requirements.

*The department has a firefighter paramedic list that is one year old almost to the day. I have the option of extending it a second year. There are no Marinwood volunteers on this list.

*San Rafael is currently holding a firefighter paramedic hiring process. I believe Chief Gray will let Marinwood use this list for hiring purposes. I emailed him yesterday. He has offered previously I am fairly certain he will again.

*Since San Rafael is hiring and Marinwood is hiring there will be a new Firefighter Academy that Marinwood's new employee will participate in much like Jeff Smith did. It worked out well.

*As of August 20 Marinwood will only have 8 out of 10 employees available to cover shifts with Ross leaving and one employee off injured. Using OT to fill the vacancy can be done. There isn't really an additional cost to the District because of the vacancy the District won't have to pay the fully burdened cost of a new employee. The problem comes with over working employees, having to start to force guys to work (never popular), it's summer time, strike team assignments (which may need to be put on hold after this two week commitment), etc...hiring another temporary firefighter may need to be considered. I have spoken with Brandon about this as well.

I hope to have more to report on the hiring at the Board Meeting.

MARINWOOD COMMUNITY SERVICES DISTRICT

DRAFT MINUTES OF PARK AND RECREATION COMMISSION MEETING

July 28, 2015

Time and Place: 7:00 Marinwood Park

Present:

Commissioners: Chair Izabela Perry, Kimberly Call, John Tune, Shane Valentine and Sivan Oyserman.

Absent: Sarah Paoli.

Staff: District Manager Eric Dreikosen, Recreation Director Shane DeMarta and Administrative Assistant Carolyn Sullivan.

Board Members: Bill Shea.

Others present: Karen Rhodes.

Park and Recreation facility inspection- Marinwood Community Park and Playground

The Commission began their inspection at the far tennis courts and concluded at the group picnic area. Items of note for the near future are as follows:

- Repair torn fencing at far tennis courts.
- Repair/replace sign board at far tennis courts due to water damage.
- Plant native plantings to hide temporary restroom.
- Add additional picnic bench to corner of tennis court area. Add additional picnic bench next to the current one.
- Repair cracks in sidewalk at the Idylberry crossing.
- Grind down protruding sidewalk areas.
- Remove dead tree stump adjacent to sidewalk on Miller Creek.
- Re-orient sprinklers (due to runoff from reclaimed water) and add new woodchips to area near concrete bench in park.
- Replace tin buckets for BBQ ashes.
- Remove unused grill in park.
- Replace water fountains with ones that do not clog.
- Paint swing structure.
- Replace chain link for swings.
- Replace bucket swing.
- Remove smaller "Rent the Picnic Area" from the group picnic area and recycle it for the new additional picnic rental space.
- Improve cleaning for park restroom.
- Add lighting to park restroom.
- Pressure washing around Park restroom.
- Add signage "Please keep off small plantings" for the new walking path in playground area.
- Paint planters near parking lot. Plant native plantings.
- Repaint blue handicap section in parking lot.

Items of note for long-term projects:

- Place permanent restroom near tennis courts. Karen Rhodes (a league member) has offered assistance with construction via her husband who is a general contractor. Cost without donated labor is estimated at \$30-40,000. Rhodes noted USTA requires bathroom facilities for league tournaments.
- Solar lighting at far tennis courts.
- Replace benches at far tennis courts. (Possible item to fundraise with name plaques).
- Create a berm for far field to separate field from Miller Creek Road. Plant Acer (maple) trees. Acer trees have small roots which would be preferable as well as bright colorful foliage.
- Add bridge to connect far field to near field.
- Address major irrigation issues.
- Replace concrete benches with wooden ones.
- Reconfigure dumpster area in parking lot.
- Establish a second group picnic area.

Agenda

No changes or additions.

Public Comment

No comments.

Minutes of May 26, 2015 Commission Meeting

M/s Valentine/Call to approve Minutes of May 26, 2015. Ayes: Valentine, Call, and Perry. Abstaining: Oyserman and Tune.

Minutes of June 23, 2015 P&R Commission Meeting

Call stated she would like to add, "Call commented that this park (Creekside) seems relatively unknown and unused, even by locals. It's beautiful and seems it should be suitable for rentals. Discussion ensued regarding the history of debate regarding a park restroom. Commissioners concurred and requested DeMarta look into placing a temporary restroom adjacent to the park."

M/s Oyserman/Tune to approve minutes with additions. Ayes: Oyserman, Call, Tune and Perry. Abstaining: Valentine.

Review of Draft Board Minutes of July 14, 2015

No comments.

Growth Opportunities? Continuation of brainstorming session from May 26, 2015

Oyserman would like to see:

- More parent/child activities such as pool time, yoga, dance, social hour, etc.
- Renovate the tot pool area and add a lap pool for swim lessons and swim team.
- Provide more food options at the pool facility.
- Additional Marinwood Music in the Park dates.
- Survey residents for additional ideas/suggestions for the Community Center and parks.

Revision of Park Special Tax as presented to Board of Directors by Director Kai

Perry commented this proposal would change the Park tax to a per unit tax rather than per parcel tax. Dreikosen commented the Board will be holding a Special Meeting on Thursday the 30th to approve the Resolution. The revision of the tax will not affect the majority of residents, but it will help the CSD fiscally if housing is built within the District in the future. This ballot measure will need a 2/3 vote to pass. Perry and Oyserman offered to place their names on the argument in favor of the measure.

Park and Recreation Reports

Call suggested calling the October event (formally known as Oktoberfest) "Fall Brew Fest".

Perry reminded DeMarta about including staff profiles in the Fall/Winter Review.

Perry and Call would like to see a temporary restroom at Creekside. DeMarta replied a concrete pad would need to be placed before a restroom was placed in the area. Shea commented it would be preferable to add plantings and screening around the portable restroom as well. DeMarta suggested setting a timeline for rentals to begin in Spring 2016 with the addition of a portable restroom.

Q&A on Non-Agenda Items/ Requests for Future Agenda Items

Perry commented in August the Commission will be walking the Mini Park and Park Panhandle.

Perry commented the Commission will review the IPM Policy as well as discuss pool fundraising.

Perry stated she has begun to look into creating a 501c3; Friends of Marinwood. The project is in its infancy, but she would like to see nine people on the volunteer Board; hopefully one of them being an attorney. This entity would have no legal ties to the CSD and be solely for fundraising for Park and Recreation projects and improvements.

Perry asked how the meeting went with the grant writer. Dreikosen noted the service is fee based. The District is currently awaiting a proposal. DeMarta reminded the Commission he has been working on garnering Sponsorships for Recreation programming to help with costs.

The meeting concluded at 9:15PM.

The date of the next Park and Recreation Commission meeting is August 25, 2015 at 7:00 at Las Gallinas mini-park and Miller Creek panhandle path.

Respectfully submitted,
Carolyn Sullivan

Park & Recreation Report – August 2015

Shane DeMarta, Recreation Director

Recreation Activities

Summer Events:

Music in the Park: There have been 3 Music in the Park performances thus far with strong attendance at each of them; Music in the Park continues to be a neighborhood favorite event. Staff is currently working on securing breweries and food vendors for “Fall Brewfest” which will take place on October 3rd from 12-5.

Summer Camp:

Summer Camp has been going well; we continue to see record attendance. The camp staff has been putting in a remarkable amount of time and energy to ensure that campers have a fun and safe experience.

Summer camp runs for two more weeks.

Pool:

The pool has been running well with very few issues. Summer attendance at the pool continues to be strong. Work has begun on providing a second rental area at the pool. The finished project will include two picnic tables and upgraded landscaping in the area.

Fall Review:

Work has begun on the Fall Marinwood Review. We hope to have the fall edition out by the end of August.

Park Activities

General Maintenance:

- Mow turf weekly
- Empty garbage's and dog receptacles twice weekly
- Clean Building each morning
- Check/clean all three parks
- Blow sidewalks and tennis courts
- Check adjust Pool chemistry/Clean pool

Projects:

Playgrounds:

Creekside Park:

- Add new picnic bench (this week)
- Restripe Parking lot (Aug)

Main Park:

- Add second picnic bench (Aug)

Mini Park:

- Stain picnic table (complete)
- Pressure wash benches (complete)
- Repair fence (in-progress)

Open Space:

- Bush trimming along sidewalk near mini park (complete)

Park Shed:

- Landscape bays (for wood chips, sand, soil) (in-progress)
- Upgrade landscaping around park shed/office (in progress)
- Remove all piles and debris (in progress)
- New ramp leading to Parks office (complete)

Classroom Patio:

- Removing "grass" and adding decomposed granite and picnic bench. (complete)

Misc:

- Pool energy efficiency work update:
PG&E has approved on-bill financing for the project.
- The Marinwood Tennis Association will be fundraising to help donate \$5,000 for the resurfacing of the tennis courts.
- I'm in the process of applying for several grants throughout local organizations such as Bank of Marin, Autodesk etc.

Section 4, Paragraph 18. c.

Non Appropriation Event. Notwithstanding anything herein to the contrary, due to the constitutional limitations on Purchaser, a “budget non-appropriation event” in which Purchaser’s appropriation for any year covered in this Agreement does not appropriate funds for the procurement of any utility services for Purchaser shall be addressed as follows: During the continuation of a budget non-appropriation event as defined above, if Purchaser does not otherwise have funds available to make payments otherwise due on this Agreement, Purchaser shall owe, but shall not be obligated to pay for any services provided under this Agreement until the budget non-appropriation event has terminated. Purchaser agrees that it shall use its best efforts to seek appropriation for utility services during the term of this Agreement. If a budget non-appropriation event continues for more than 180 days, Seller (but not Purchaser) may terminate this Agreement, and call for a Termination Payment. Seller shall provide Purchaser with not less than 30 days’ prior written notice of Seller’s intention to terminate. Upon Purchaser’s request made within seven calendar days after service of such notice, Seller shall meet and confer with Purchaser in good faith to consider alternative termination dates proposed by Purchaser.

Eric Dreikosen

From: Deana Dearborn <deana.dearborn@gmail.com>
Sent: Friday, August 07, 2015 4:24 PM
To: edreikosen@marinwood.org
Subject: Re: Agenda: 8-11-15

I apologize for not being able to attend the CSD meeting this coming Tuesday. I still have a few concerns with the solar project as proposed that I would like to mention in the meeting should this item be discussed. These are also items that others in the community have written to me about. They are:

1. Change is specification for panels to a panel that is not manufactured in the USA. Although the contract does not specifically call for this we were told during a previous Board meeting by SolEd that the panels would be USA made. Also please see below correspondence from SolEd regarding the previous panel specification:

I have read that the Suniva OPT 325 model solar panels (that the contract states we would get) are made in China. As a Marin government agency, are we required to "buy USA", or doesn't it matter? (Deana)

Marinwood is not required to buy American-made products. However, our understanding is that the Suniva modules are made in America. This can be clarified with SolEd or Sunetric. (Tom Horne response)

All of the primary components (frames, cells, wiring, etc.) are made in the US. At several points over the last year and a half, demand has outstripped US assembled supply. To compensate, Suniva used some overseas contract manufacturers to assemble the solar panels and then ship them back to the US. Sunetric will be opening a new manufacturing facility in Michigan in Q1 2015 to bring ALL assembly back to the US. Bottom line - Sunetric products have and always will meet "Buy American" standards and are ARRA compliant. (SolEd/ sunetric response)

2. Economic stability of SolEd – I continue to have concerns regarding the economic stability of SolEd and their ability to perform under the requirements of the contract before, during and after installation. I think the Board is due an explanation on the status of financing, reasons for why it has taken so long to secure financing and provide some sort of assurance that they are going to be around to support their product for the 20-25 year commitment.

3. Options analysis – To my knowledge we still have not received a "no shade structure option". It is important for the Board to consider a less costly option where we are not buying a shade structure that we cannot afford. I would like to request from other Board member that we do not move forward with any project until this analysis is done. The first presentation had the main building full of panels. We are now being told that due to shade, etc. we cannot place so many panels on that roof. What has changed? I would like to know what is the maximum power generation that can be achieved without utilizing the shade structure? What is the cost of this option, i.e. panels only and no structure? How does this option compare to others?

Thank you,
Deana

On Fri, Aug 7, 2015 at 2:01 PM, Eric Dreikosen <edreikosen@marinwood.org> wrote: