

Financial Reporting

Board Reports:

The Bookkeeper should prepare the Board Reports for distribution to the Board of Directors at their regular meetings (usually monthly). The reports should include the following accrual basis reports for the reporting period: Statement of Fund Balance, Budget v. Actual Revenue and Expense for all funds, and Statement of Cash Flows.

Year-End Report/Audit:

The Audit will be conducted yearly by an independent auditor after the close of the fiscal year, as required by law and by funding sources. The auditor will also assist in preparing the State Controller report.

Governmental Generally Accepted Accounting Principles:

1. It is a policy of BMKCSD to adhere to any restrictions imposed by its funders, both governmental and private. Therefore, BMKCSD employees are expected to bring to the attention of management, any instances of non-compliance.
2. BMKCSD will never request federal or state funds to pay for the following costs:
 - a. Bad debt expense
 - b. Contingencies
 - c. Contributions or donations to others (i.e. political affiliations)
 - d. Entertainment expenses
 - e. Fines and penalties
 - f. Interest, fundraising and other financial costs

Fiscal Policy Statements

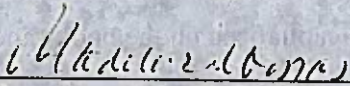
1. All cash accounts owned by BMKCSD will be held in financial institutions which are federally insured.
2. All capital expenditures which exceed \$5,000.00 will be capitalized on the books and records of BMKCSD.
3. Travel advances will be approved by the District Manager. Reimbursements will be paid upon full expense reporting using the official BMKCSD form within the normal disbursement schedule.
4. Any item whose value exceeds \$100.00, received via donation, will be recorded in the books and records of BMKCSD.
5. All volunteer time which exceeds \$50.00 shall be recorded in the books and records of BMKCSD.
6. It is the policy of BMKCSD to reimburse out of pocket expenses only when supporting documentation has been presented for approved costs incurred.
7. It is the policy of the BMKCSD to establish pay rates which equal or surpass the federal minimum wage.

8. All funds received by BMKCSD for each project (bond fund) will be segregated into separate project accounts in the general ledger to avoid any possibility of commingling project monies with general operating funds. A full computerized ledger accounting system will be maintained. A monthly Statement of Activities will be produced for each project as a separate Department.
9. At all times BMKCSD maintains three signers from the Board of Directors on bank accounts. Two signatures are required for any disbursements made payable to a signer and all bank and wire transfers.
10. Bank statements will be reconciled monthly in order to account for any outstanding or lost checks.
11. Expense reports will be maintained which will disclose the nature of expenses, and the dates incurred.
12. The services of a Certified Public Accountant will be engaged to prepare a formal financial audit of the BMKCSD fiscal year-end.
13. Correction fluid should never be used in preparing timesheets or any accounting documents.

Computer System Backup Procedures

1. The Bookkeeper is responsible for backing up the Quickbook Company file onto and encrypted flash drive each time changes are made to the file.
2. The flash drive should be kept offsite either by the Bookkeeper or District Manager.

Approved by the CSD Board of Directors March 20, 2014



Secretary of the BMKCSD

Feb 14 2024
Accepted estimate

RESTAURANT REPAIR INC

PO Box 2280
San Rafael, CA 94912
+14154563555
joey.restrepair@gmail.com

Estimate

ADDRESS

BEL MARIN KEYS COMM.
SERVICES
4 MONTEGO KEY
NOVATO, CA 94937

SHIP TO

BEL MARIN KEYS COMM.
SERVICES
415-883-4222
94937

ESTIMATE # 6643D

DATE 02/13/2025

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	LABOR ESTIMATE TO REPLACE SAFETY VALVE AND THERMOPILE ON LEFT SOUTHBEND OVEN.	1.50	200.00	300.00
	PARTS COMBO SAFETY VALVE	1	750.00	750.00T
	PARTS THERMOPILE	1	88.00	88.00T
	Shipping	1	33.00	33.00

BIG NEWS AT RESTAURANT REPAIR!
JOEY IS RETIRING! After 30 years of doing restaurant repair, He will be turning over the business to ALDO RENDON. RESTAURANT REPAIR WILL CONTINUE TO BE DOING BUSINESS AS USUALL.
Give us a call and meet Aldo

SUBTOTAL	1,171.00
TAX	77.52
TOTAL	\$1,248.52

Accepted By

Accepted Date

00007



Bel Marin Keys Community Services District

Bel Marin Keys Community Services District has received complaints about speeding on streets in the Community.

According to the AAA Foundation, speeding was documented as the primary cause of almost one third of all fatal crashes for more than two decades. While driving, please maintain a safe speed and be mindful of pedestrians and bicyclists. It has been shown that speeding on local streets is caused by people who live or work in the community. We respectfully remind you and others in your household or place of work to drive with care and help keep Bel Marin Keys safe. The minor amount of time saved by speeding is not worth the impact to the quality of life in BMK.

00003



Proposal for Extra Work at Bel Marin Keys CSD

Property Name Bel Marin Keys CSD
Property Address 4 Montego Key
Novato, CA 94949

Contact Lisa Lue
To Bel Marin Keys
Billing Address Community Services District 4 Montego
Key
Novato, CA 94949

Project Name 2/12/25 Salvias
Project Description Salvia for the entrance

Scope of Work

This is the price for the Salvias we discussed on our meeting last Monday.

please let me know if you have any questions.

QTY	UoM/Size	Material/Description
8.00	EACH	8/5 gallon Salvia Leucantha "Midnight"

For Internal use only

SO# 8605336
JOB# 421302042
Service Line 130

00000

Total Price \$364.61

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
4100 Paoli Loop Rd. American Canyon, CA 94503 ph (707) 251-8872 fax

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape, maintenance, construction, upgrades or when applicable, tree management. The workforce shall be competent and qualified and shall be equally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license if required by State or local law and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET) where applicable.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Workers Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall not be liable for any damage that occurs from Acts of God, defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional, emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercial reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
7. Any legal, disposal, claims and/or damages resulting from work requests that is not or properly owned by Customer, or not under Customer management and control shall be the sole responsibility of the Customer.
8. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
9. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders and will become an extra charge over and above the estimate.
10. **Access to Jobs:** Customer shall provide all utilities to perform outdoor work. Customer shall furnish access to all parts of the site where Contractor is to perform work as required by the Contract or other functions related to the site during normal business hours and other days/seasons/periods of time. Contractor will perform the work as reasonably practicable if the Customer makes the site available for performance of the work.
11. **Payment Terms:** Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise agreed to in writing.
12. **Termination:** This Work Order may be terminated by the other party with or without cause upon seven (7) working days advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
13. **Assignment:** The Customer and the Contractor, respectively, bind themselves, their partners, successors, assigns and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other, provided however, that consent shall not be required to assign this Agreement to any company which control is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
14. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means at or about the time this proposal was prepared. The price quoted in this proposal for the work described is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein or liable for any incidents/accidents resulting from conditions that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

15. Cancellation: Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a maximum travel charge of \$150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with free care services:

16. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible for damage done to underground utilities such as but not limited to cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
17. **Waiver of Liability:** Requests for crown thinning in excess of twenty five percent (25%) of work not in accordance with ISA (International Society of Arboriculture) standards will require a signed waiver of liability.

Acceptance of this Contract:

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection including reasonable attorneys fees and it shall be recovery of any obligation to continue performance under this or any other Contract with Customer, interest at a per annum rate of 1.5% per month (18% per year) or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK OR CONSTRUCTION LOSS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY.

Signature

Interim District Manager

Signature

February 12, 2025

Lisa Lue
Printed Name

BrightView Landscape Services, Inc. "Contractor"

Account Manager

Signature

February 12, 2025

Alejandro Vidales Sarsan

Printed Name

Date

Job #: 421302042

SO #: 8605336

Proposed Price: \$364.61

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February 12, 2025 9:30am Meeting Notes

The Communications Committee is an ad hoc committee and therefore we are not set to the higher standards of other committees where we have financials and therefore we are not as formal with minutes, however, I will be writing notes of the meetings for documentation as we move along. My notes can serve as a report.

Meeting:

This meeting was just to have a talk about the next few months. Since we really need to discuss what is wanted and needed from a new web site. This is overshadowing the policies since they are so timely and once the web site is created then policy will be included into the web site. It is going to take a few months to build I'm having more zoom meetings to review the companies, quickly. There will be some zoom reviews from a couple companies that will meet with select staff and the committee. Once we choose a company, then we will include the board and get their approval and input. Nothing will roll until we have given people time to express their needs. Some companies may drop off just because of the cost. then we will want everyone to participate from the committee, board, and staff. This will be done at a pace that gives us time to find a good fit, but as quickly as possible. We are currently looking at the following sites:

Streamline-zoom meeting at the next board meeting 2/19/25 7:30pm

Streamline works only with CSDAs With a price tag of \$1300 to create the web site and 350-500 a month which includes cost for 100% support and training. The difference between \$350 the \$150.00 adds a module for staff module. We are scheduled for a zoom overview at the next board meeting. Lisa is trying to find a drone video to send to Jacob for the draft and presentation.

Civic Plus-Zoom Friday 2/14 at 11:30am Recreation Management

Civic Plus-Zoom Friday 2/19 at 9:30am Overview

They are going to present their recreation module. Then we will have a call about their main module on the 19 at 9:30am before our next board meeting. Here we purchase each module. They work with Special Districts, Municipalities and governments. No cost was given until we do the zoom call.

Note: After the meeting I went to call Muir Beach but I found some outdated items and I decided not to proceed with talking to them. This was information that should have been current.

Plan Draft:

- Pick a company
- Show examples to the board-discuss cost
- Create a list of needs for the program working closely with staff
- Review list with committee give time for input with deadlines
- Implement ideas then move forward and get ideas from others and staff.
- Work with web site company
- Start project
- Set up meetings to educate and train public

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Attendees: Cheryl Furst, Carol Hodges, Ellen Nash, Corrina-staff and Natalia Shorten

The Committee on Community and Economic Development has been reviewing the proposed...

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Good Governance Checklist: Good and Better Practices



What practices can a local agency put in place to promote public trust and confidence? What practices can minimize the risk of missteps that could undermine or damage this trust and confidence?

The Institute for Local Government (ILG) has created a checklist to help elected officials, county administrative officers, city managers, agency counsel, local agency staff and the community-at-large answer these fundamental questions. Some of the “good practices” are those necessary to comply with California law. Others set the agency’s sights higher and take good practices to a level of “better practices.” Whenever possible, the checklist offers references for further information on a topic.

The checklist is divided into the following areas:

- 1** Stewardship of Public Resources
(Financial Practices, Use of Public Resources, Procurement and Contracting)
- 2** Transparency
(Open Government Practices, Meetings, Decision-Making)
- 3** Education, Training and Personnel
- 4** Campaigns

This checklist can be used by elected officials and staff to evaluate the current practices of an agency, identify deficiencies in policy and procedures, set goals and foster communication within the agency about its practices.

The checklist combines legal requirements included in California law as well as practices suggested by the following resources:

- Government Finance Officers Association’s best practices, available at www.gfoa.org/best-practices
- Institute for Local Government’s “Ethics Law Compliance Best Practices,” available at www.ca-ilg.org/ethicsbestpractices
- League of California Cities City Managers Department, “Transparency and Your City Self-Assessment Checklist,” draft version available at www.cacities.org/Resources-Documents/Member-Engagement/Professional-Departments/City-Managers/Transparency-Subcommittee/Transparency-and-Your-City-checklist
- California Special District Leadership Foundation, “District Transparency Certificate of Excellence Checklist,” available at www.sdlf.org/transparency.htm
- Sunshine Review, “2013 Transparency Report Card,” available at http://ballotoedia.org/Transparency_report_card_%232013%29

In addition, the League of California Cities helped develop an extensive fiscal assessment tool designed to probe more extensively into local agency fiscal conditions. This tool is available at www.calliforniacityfinance.com/Diagnostic1405.pdf.

DISTRICT TRANSPARENCY CERTIFICATE OF EXCELLENCE APPLICATION

SHOWCASE YOUR DISTRICT'S COMMITMENT TO TRANSPARENCY

Submit Application

Submit this application along with all required documentation to:

Electronic filing is preferable.

info@sdlf.org

Special District Leadership Foundation
1112 I Street, Suite 200
Sacramento, CA 95814
Phone: 916-231-2909 • Fax: 916-442-7889

District:

Mailing Address:

City:

State:

Zip:

Contact Name:

Contact Title:

Phone:

Fax:

Email:

Website:

Assembly Member(s)*:

Senator**:

Local Newspaper(s):

I certify that the information submitted is accurate and complete to the best of my knowledge.

Signature

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DISTRICT TRANSPARENCY CERTIFICATE OF EXCELLENCE APPLICATION

Website Requirements

Maintain a district website with the following items Required. Provide direct website links for each item. Required items available to the public:

- Names of board members and their full terms of office to include start and end date
- Name of general manager and key staff along with contact information
- Election appointment procedure and deadlines
- Board meeting schedule
(Regular meeting agendas must be posted 72 hours in advance pursuant to Government Code Section 54954.2(a)(1) and Government Code Section 54956(a))
- District's mission statement
- Description of district's services, functions and service area
- Authorizing statute: Enabling Act/Principle Act or Special Act
- Current district budget
- Most recent financial audit
- Archive of Board meeting minutes for at least the last 6 months
- Link to State Controller's webpage for district's reported board member and staff compensation (Government Code Section 53905)
- Link to State Controller's webpage for district's reported Financial Transaction Report (Government Code Section 53901(a))
- Reimbursement and Compensation Policy
- Home page link to agendas board packets (Government Code Section 54957.5)
- SB 272 compliance enterprise catalogs (Government Code Section 53701.5)

Additional items - website also must include at least 4 of the following items:

- Post board member ethics training certificates
- Picture, biography and e-mail address of board members
- Last (3) years of audits
- Financial Reserves Policy
- Online downloadable public records access website
- Audio or video recordings of board meetings
- Map of district boundaries service area
- Link to California Special Districts Association mapping program
- Most recent Municipal Service Review (MSR) and Source of Influence (SOI) studies (full document or link to document or alternate site)
- Link to www.districtsmakethedifference.org site or a general description of what a special district is
- Link to most recently filed FPPC forms

Outreach/Best Practices Requirements - (Must complete at least 2 of the following items)

Regular district newsletter or communication (printed and/or electronic) that keeps the public, constituents and elected officials up-to-date on district activities (at least twice annually)

- Provide copy of most recent communication and short description on the frequency of the communication, how it is distributed and to whom

Community notification through press release to local media outlet announcing upcoming filing deadline for election or Appointment and process for seeking a position on the district board, prior to that election (or prior to the most recent deadline For consideration of new appointments for those districts with board members appointed to fixed-terms)

- Provide copy of the press release (and the printed article, if available)

Complete salary comparison/benchmarking for district staff positions using a reputable salary survey (at least every 5 years)

- Provide brief description of the survey and process used as well as the general results

Special Community Engagement Project

Designed and completed a special project promoting community engagement with the district (potential projects may be broad in nature or focus on specific issues such as rate-setting, recycled water, identifying community needs, etc.)

- Submit an overview of the community engagement project, reviewing the process undertaken and results achieved

Hold annual informational public budget hearings that engage the public (outreach, workshops, etc.) prior to adopting the budget

- Provide copy of most recent public budget hearing notice and agenda

Community Transparency Review

The district would be required to obtain a completed overview checklist from at least 2 of the following individuals (the district may choose to conduct the overview with these individuals simultaneously or separately):

- Chair of the County Civil Grand Jury
- Editor of a reputable local print newspaper (only one may count toward requirement)
- LAFCO Executive Officer
- County Auditor-Controller
- Local Legislator (only one may count toward requirement)
- Executive Director or President of local Chamber of Commerce
- General Manager of a peer agency (special district, city, county, neighborhood association, community organization or county administrative officer)
 - Provide proof of completion signed by individuals completing Community Transparency Review
- President of local Special Districts Chapter or the Chapter designee

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SHOWCASE YOUR DISTRICT'S COMMITMENT TO TRANSPARENCY

Purpose

To promote transparency in the operations and governance of special districts to the public/constituents and provide special districts with an opportunity to showcase their efforts in transparency.

Valid

3 Years from date of award

Application Cost

FREE

Electronic Filing is preferable

info@sdlf.org

District Receives

- Certificate for display (covering 3 years)
- Press release template
- Recognition on the SDLF website
- Letter to legislators within the district's boundaries announcing the achievement
- Recognition in social media and the CSDA eNews
- Window cling

Basic Requirements

Current Ethics Training for All Board Members *(Government Code Section 53235)*

- Provide names of board members and copies of training certificates along with date completed

Current Harassment Prevention Training for Supervisory and Non-Supervisory Employees

(Government Code section 12950.1, 53237.1)

- Provide training log or certificates confirming completion along with dates completed

Compliance with the Ralph M. Brown Act *(Government Code Section 54950 et. al.)*

- Provide copy of current policy related to Brown Act compliance
- Provide copy of a current meeting agenda (including opportunity for public comment)

Adoption of Policy Related to Handling Public Records Act Requests

- Provide copy of current policy

Adoption of Reimbursement Policy, If District Provides Any Reimbursement of Actual and Necessary Expenses

(Government Code Section 53232.2 (b))

- Provide copy of current policy

Annual disclosure of board member or employee reimbursements for individual charges over \$100 for services or products. This information is to be made available for public inspection. "Individual charge" includes, but is not limited to: one meal, lodging for one day, or transportation. *(Government Code Section 53065.5)*

- Provide copy of the most recent document and how it is accessible

Timely Annual Filing of State Controller's Special Districts Financial Transactions Report and Compensation Report

(Government Code Section 53891, 53892)

- Provide copy of most recent filings

SDLF staff will verify that district is not listed on the State Controller's 'non-compliance list'

Conduct Audits As Required By Law *(Government Code Section 26909 and 12410.6)*

- Provide copy of most recent audit, management letter, and a description of how/where documents were made available to the public

Other Policies - Have Current Policies Addressing the Following Areas

Provide copies of each:

- Conflict of Interest
- Provide copies of Form 700 cover sheet for board members and general manager
- Code of Ethics/Values/Norms or Board Conduct
- Financial Reserves Policy
- Records Retention Policy

The Institute for Local Government is the nonprofit 501(c)(3) research and education affiliate of the League of California Cities and the California State Association of Counties. For more information and to access the Institute's resources on ethics visit www.ca-ilg.org/trust. If you would like to access this resource directly, go to www.ca-ilg.org/goodgovernance.

The Institute welcomes feedback on this resource:

- Email: ethicsmailbox@ca-ilg.org Subject: Good Governance Checklist: Good and Better Practices
- Mail: 1400 K Street, Suite 205 • Sacramento, CA • 95814

The Institute for Local Government would like to thank the following partners for their support:

Aleshire & Wynder, LLP	Liebert Cassidy Whitmore
Best Best & Krieger, LLP	Meyers Nave
Burke Williams & Sorensen, LLP	Renne Sloan Holtzman Sakai, LLP
Hanson Bridgett	Richards Watson & Gershon
Kronick Moskowitz Tiedemann & Girard	

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The Institute appreciates the contributions of the following individuals whose time and effort contributed to this publication: Rebecca Burleson, City of Signal Hill; Hal Conklin; Shelley Desautels, City of Claremont; Susan Garcia, City of Lemon Grove; Rod Gould, City of Santa Monica; Brenda Haggard, City of Elk Grove; Maricela Hernandez, City of Calabasas; Randi Johl-Olson, Legislative Director, California City Clerks Association; Michael Kasperzak, City of Mountain View; Debra McNay, City of Rancho Cucamonga; Dave Millican; Beth Minor, City of Palo Alto; Jeanine Plute and Jerry Soriano, City of Desert Hot Springs; JoAnne Speers; William C. Statler; and Jeff Vincent, Center for Cities + Schools.

Although the Institute endeavors to help local officials understand technical and legal concepts that apply to their public service, these materials are not technical or legal advice. Officials are encouraged to consult technical experts, attorneys and/or relevant regulatory authorities for up-to-date information and advice on specific situations.

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STEWARDSHIP OF PUBLIC RESOURCES

FINANCIAL PRACTICES | GENERAL

Minimum Standards/Good Practices

Consistent with generally accepted accounting principles, agency fully and accurately discloses both positive and negative financial information to the public and financial institutions including:

- Summaries of all municipal funds, fund balances and changes
- Summaries of all municipal revenues and expenditures
- Five year financial forecast
- General status of reserves and any unfunded obligations (for example, pension obligations)

Agency creates and documents accounting policies and procedures

Resource:

- www.gfoa.org/documenting-accounting-policies-and-procedures

Beyond the Minimum/Better Practices

Agency discloses budget and financial documents on agency website. See Government Finance Officers Association's (GFOA) Best Practice: Using Websites to Improve Access to Budget Documents and Financial Reports, available at www.gfoa.org/sites/default/files/CCIUsingWebsites.pdf

Agency prepares five year financial forecasts for both general and other funds, examining issues such as overall economic trends, environmental and regulatory risks, unfunded liabilities, adequacy of fee levels, fund balances, cost deferrals and infrastructure condition

Agency officials discuss forecasts, comparing actual results to forecasts, accompanied by a broader discussion of risks that could affect core agency service levels and facilities during public meetings

Agency officials and the public they serve are clear on the financial implications (short and long term) of the policy and other decisions being made; management and decision-makers support a culture of transparency regarding the agency's financial situation

Agency engages in energy efficiency and conservation measures to save money and natural resources

Resource:

- www.ca-ilg.org/energy_efficiency_conser-vation

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Minimum Standards/Good Practices

Agency segregates duties among staff to minimize risk of error or misconduct

Agency has created a system of authorizations, approval and verification for transactions

Diligent reconciliation process requirements are in place and followed to compare various sets of data to one another; discrepancies are identified and investigated and corrective action is taken when necessary

Resource:

- www.gso.state.ny.us/agencies/inf/docs/intcontrol_stds.pdf

Beyond the Minimum/Better Practices

Managers are given information and training to take responsibility for internal controls

Manager involvement follows GFOA's best practices including:

- Trainings for all employees
- Documentation of internal controls
- Practical means for employees to report management override of internal controls that could indicate fraud
- Periodic evaluation of internal controls

Resource:

- www.gfoa.org/getting-management-involved-internal-control

Minimum Standards/Good Practices

A certified public accountant prepares agency annual financial reports in accordance with generally accepted accounting principles

Agency officials receive periodic financial reports (mid-year at a minimum)

Reports provide a clear and complete picture of the agency's assets and liabilities

Periodic financial investment reporting occurs in open meetings

Beyond the Minimum/Better Practices

Agency complies with the Government Finance Officers Association, financial reporting best practices. For more information see www.gfoa.org/conforming-governmental-accounting-auditing-and-financial-reporting-standards

Agency posts and archives periodic reports on the agency website

Reviewing officials receive training/information on how to evaluate reports

Resources:

- www.ca-ilg.org/FinancialReportingandAccounting

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STEWARDSHIP OF PUBLIC RESOURCES

FINANCIAL PRACTICES/BUDGET

Minimum Standards/Good Practices

- Agency makes complete current fiscal year budget available on agency website
- Agency has a clear capital financing and debt management policy that addresses how it selects external consultants such as bond counsel, financial advisors, trustees, engineering consultants and underwriters
- Capital financing and debt management policies address disclosure and relations with rating service agencies

Beyond the Minimum/Better Practices

- Agency complies with Government Finance Officers Association's, "Best Practices In Public Budgeting" available at www.gfoa.org/services/nacslb/
- Agency makes budgets for the past three years available on agency website
- Agency officials receive training and information of how to review and/or comment on a budget and questions to ask

Resource:

- www.ca-ilg.org/budget-creation-and-monitoring (materials and informational video)

Agency provides information on the budget to the public through a variety of channels, with an emphasis on presenting the information in plain and understandable terms

Resource:

- www.ca-ilg.org/engaging-public-budgeting

Agency holds public budget workshops to get community input on perceived needs

See Use of Public Resources section below

00080

Minimum Standards/Good Practices

Agency auditing practices meet California State Controller's requirements

Resource:

- www.sco.ca.gov/and_local_info/resources.html

Agency secures independent audits of financial reports no later than 180 days after year end

Agency fully cooperates with state and federal audits

Agency posts most recent audit, including opinions on internal controls and other matters, on agency website as well as making such reports available at libraries

Agency periodically changes auditors to provide a fresh view of agency finances (no less than every six years)¹

Agency governing body meets with auditor to review results of audit in a full and frank manner during a public meeting; officials treat any issues identified as opportunities to improve agency practices and not as opportunities to blame staff

Beyond the Minimum/Better Practices

Agency auditing practices exceed State Controller's requirements

Resource:

- www.sco.ca.gov/and_local_info/resources.html

Auditors review agency procedures for handling potential conflicts of interests among agency staff

Agency posts the past three years' audits on agency website

Agency officials receive information and training on how to review and comment on an audit

Resource:

- www.calea.org

00001

STEWARDSHIP OF PUBLIC RESOURCES

USE OF PUBLIC RESOURCES | EXPENSE REIMBURSEMENT

AGENCY FUNDS AND AGENT AND OFFICIALS' PRIVATE FUNDS

Minimum Standards/Good Practices

- Agency has required travel and expense reimbursement policies for elected and appointed officials,² as well as for staff

Resource:

- www.ca-ilg.org/SampleReimbursementPolicies

- Agency provides the expense reimbursement policy to all new employees and officials
- Staff carefully and consistently reviews compliance with expense reimbursement policy and receives support from top management and governing body in doing so
- Compliance with expense reimbursement policy is subjected to independent verification
- Legislative body members make required brief report of meeting attendance at the agency's expense at the next meeting of the body³

Beyond the Minimum/Better Practices

- Policy and organizational culture emphasizes the value of being conservative about using public resources

Resources:

- www.ca-ilg.org/reimbursementpolicy
- "Buying Meals for Others on the Public's Dime" available at www.ca-ilg.org/dime

- Agency posts the expense reimbursement policy on agency website
- Staff and elected officials receive periodic reminders on the provisions of the policy that most likely apply to them
- Members make a brief report on meetings and conferences attended at agency expense, underscoring the value received

USE OF PUBLIC RESOURCES | ALLOWANCES

AGENCY FUNDS AND AGENT AND OFFICIALS' PRIVATE FUNDS

Minimum Standards/Good Practices

- Any allowance (for example, a telephone or technology allowance) is backed up by documentation explaining the factual basis for the allowance

Beyond the Minimum/Better Practices

- Officials decline overly generous or duplicative allowances/benefits that could create public perception issues or present ethical concerns

00082

Minimum Standards/Good Practices

Agency adopts policy which takes into account proscriptions against:

- Gifts of public resources
- Personal use of public resources
- Political use of public resources (see Campaign section below)

Agency policy is consistently applied

Staff and elected officials understand and comply with mass mailing prohibitions⁴

Resource:

- www.ca-ilg.org/massmailing

Those with special access to agency equipment receive training and periodic reminders on prohibitions of use of agency resources for personal or political purposes

Beyond the Minimum/Better Practices

Orientation of newly elected officials, newly appointed officials and newly hired staff address the issue of permissible and impermissible uses of public resources

Agency periodically reminds team members of policies and proscriptions at relevant time points (for example, before election season)

Agency explores opportunities to share limited resources among a network of local agencies (cities, schools, special districts, counties, etc.) to leverage capital and staff resources through joint training programs, sharing services, and joint use of facilities and equipment

Resource:

- www.ca-ilg.org/shared-services-and-joint-use

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STEWARDSHIP OF PUBLIC RESOURCES

PROCUREMENT AND CONTRACTING | RULES AND POLICIES

Minimum Standards/Good Practices

- ☐ Agency has a transparent and fair process for selecting with whom it will do business
- ☐ Agency complies with state competitive bidding requirements for public works projects⁵
- ☐ Agency has clear organization-wide standards and guidelines regarding procurement and contracting
- ☐ Agency has policy for advertising contracts open for bidding
- ☐ Agency has policies in place for the proper disposal of surplus property – policies are communicated to staff
- ☐ Local officials involved in contracting decisions receive information and/or training on the laws prohibiting self-dealing in agency contracts⁶
- ☐ Officials involved in contracting and purchasing decisions must be included in an agency's conflict of interest code and regularly file a Statement of Economic Interests (Form 700)⁷
 - Form 700 is available at: www.fppc.ca.gov
- ☐ Agency completes Agency Report of Consultants (Form 805)⁸ and ensures that all consultants in designated positions complete and file a Statement of Economic Interests (Form 700)
 - Form 805 is available at: www.fppc.ca.gov/forms/805.pdf

Beyond the Minimum/Better Practices

- ☐ Agency complies with both the letter and the spirit of procurement laws and policies, that all interested parties are given the opportunity to do business with the agency on an equal basis
- ☐ Agency website explains processes for doing business with the agency
- ☐ Agency website includes information about contract opportunities and Requests for Proposals (RFPs)
- ☐ Vendors receive information about ethics standards for doing business with the agency
- ☐ Agency conducts periodic training and outreach to educate prospective and current vendors on the agency contracting process
- ☐ Agency engages in climate friendly purchasing practices
 - Resource:**
 - www.ca-ilg.org/climate-friendly-purchasing
- ☐ Agency engages in regional or shared bidding processes among local agencies in a geographic area to reduce costs.

00034

TRANSPARENCY

Minimum Standards/Good Practices

Agency anticipates information the public needs concerning the agency's activities and makes the information available through a variety of channels including the agency website

Local officials and designated staff are current in making their Statement of Economic Interests (Form 700) disclosures

- Form 700 is available at: www.fppc.ca.gov

Agency institutes a policy for receipt of free tickets/event admissions for officials and ensures reporting compliance on the FPPC Agency Report of Ceremonial Role Events and Ticket/ Admission Distributions (Form 802)⁹

- Form 802 is available at: www.fppc.ca.gov/forms/802.pdf

Minimum Standards/Good Practices

Agency adopts policy for handling Public Records Act requests and makes the policy available on website and through other channels

A designated staff member handles all records requests in order to ensure prompt compliance with records requests

(Alternative for Larger Agencies) Designated staff members within each department receive training on Public Records Act compliance to enable the department to properly respond to such requests.

Beyond the Minimum/Better Practices

Agency creates a "transparency portal" on its website that provides anticipated information the public needs from all agency departments in one easy to find location

Agency makes Statement of Economic Interests (Form 700) disclosures available on the agency website

Agency makes Ticket/Admission Distribution Report (Form 802) available on the agency website

Agency makes Payment to Agency Report (Form 801) available on the agency website

- Form 801 is available at: www.fppc.ca.gov/forms/801.pdf

Agency uses an electronic filing system to make posting and completion of the required disclosures easier

Beyond the Minimum/Better Practices

Agency accepts online records requests

Agency anticipates commonly requested records and posts them on the agency website, including all Fair Political Practices Commission forms

Agencies participating in joint use or shared services provide online access to documents and materials about cross-agency relationships

00005

OPEN GOVERNMENT PRACTICES: INFORMATION ABOUT KEY ELECTED AND APPOINTED OFFICIALS AND STAFF

Minimum Standards/Good Practices

Contact information, including telephone numbers, mailing addresses, office locations and email addresses are available on agency website and kept current

Terms of office/appointment and next election date are disclosed

Agency Report of Appointments (Form 806) is posted on agency website¹⁰

- Form 806 is available at: www.fppc.ca.gov/forms/806.pdf

Beyond the Minimum/Better Practices

Website and other communications explain terms of office and next election/appointment date for elected and appointed officials

Materials and information on how to seek election and appointment are available on agency website

Agency website contains a dedicated page for links to other local, state and federal agencies, clarifying the functions and services of each agency and makes referrals to other agencies where appropriate

Minimum Standards/Good Practices

Agency complies with California law relating to creation of a Local Appointments List (Maddy Act), which is a list of all appointed positions that expire within the next calendar year. The list is made available to members of the public by various means and provided to the local library with the largest service population¹¹

Agency posts unexpected vacancies in the agency's clerk's office, the local library with the largest service population and other locations as directed by the legislative body¹²

Agency posts the Local Appointments List on the agency website on or before January 2 of each year

Beyond the Minimum/Better Practices

Agency supports leadership program(s) to familiarize potential applicants who are thinking of applying to boards and commissions with relevant roles and responsibilities

Agency distributes the Local Appointments List broadly through social and print media, ethnic media, community-based organizations, and clergy and congregations

Agency publicizes unexpected vacancies broadly through press releases, social and print media, ethnic media, community-based organizations, and clergy and congregations

Agency encourages local officials to engage in widespread outreach through their networks to inform all segments of the community about opportunities to serve on boards and commissions

00006

Minimum Standards/Good Practices

All elected and appointed officials have received information/training related to California's open meeting laws¹³

Resources:

- www.ca-ilg.org/adc

Chairperson receives training/information about the role of the chairperson

Resources:

- www.ca-ilg.org/cha-chairperson

All members of the decision-making body receive training/information about roles, responsibilities and purpose

Agency has adopted rules of procedure to govern meetings that meet the needs of the agency and the public

Resources:

- www.ca-ilg.org/parliamentarysimplified

Beyond the Minimum/Better Practices

Agency promotes civility in public meetings

Resources:

- www.ca-ilg.org/PromotingCivility

A statement of basic rules and protocol related to public participation is included on meeting agendas and orally stated at the beginning of public comment period

Agency engages in processes to enable the public to understand how to most effectively communicate concerns about issues before the agency

Resources:

- www.ca-ilg.org/publicmeetings

Minimum Standards/Good Practices

Agency posts regular meeting agendas 72 hours in advance and special meeting agendas 24 hours in advance on agency website¹⁴

Current year meeting minutes and agendas are available on agency website

Community members can sign up for email notices/reminders of public meetings

Calendar of date, time, location of meetings is available on the agency website

Beyond the Minimum/Better Practices

Agency posts meeting agendas for regular meetings earlier than required to enable the public to understand upcoming issues before the agency

Agency makes archives of meeting minutes and agendas for three years or longer

Agency makes available live audio/video streams and archived recordings of meetings available on the agency website

Agency posts video recordings of meetings with relevant accompanying materials

Agency emails meeting agendas to subscribers with information on how to view related materials on the website

00007

DECISION-MAKING / DECISION-MAKERS

Minimum Standards/Good Practices

- ☐ California Fair Political Practices Commission's Form 700 (Statement of Economic Interests) is distributed and collected in a timely manner on an annual basis (required by law¹⁵)
- ☐ Decision-makers know where the 500-foot boundaries are with respect to their various property interests¹⁶
- ☐ Officials are advised of prohibitions against self-dealing in addition to the Political Reform Act¹⁷

Beyond the Minimum/Better Practices

- ☐ Agency staff creates a map of the 500-foot boundaries for each decision-maker to help him or her determine if there is a potential conflict of interest in a decision

DECISION-MAKING / PROCESSES

Minimum Standards/Good Practices

- ☐ Agency has adopted a conflict of interest code as required by the Political Reform Act¹⁸
- ☐ Decision-makers receive training on due process rules applicable to quasi-adjudicatory (administrative) hearings.

Resources:

- www.ca-ilg.org/bias

Beyond the Minimum/Better Practices

- ☐ Decision-makers voluntarily abstain when their ability to make decisions in the public interest (as opposed to personal or political interests) might be reasonably questioned

Resource:

- www.ca-ilg.org/abstentions

☐ Decision-makers know the agency's policies for disclosure of information they receive outside of adjudicatory hearings

☐ Agency policies are applied consistently to those seeking agency approvals, regardless of personal connections

☐ Decision-makers listen attentively at public hearings, particularly adjudicatory hearings

☐ Decision-makers consider potential impacts to the resources of other local, state, federal or tribal agencies when making decisions

00008

Minimum Standards/Good Practices

Agency provides materials on duties and responsibilities for all newly elected and appointed officials and staff

Resources:

- www.ca-ilg.org/new-local-public-service

Agency provides information on policies, including ethics policy, upon onboarding

Beyond the Minimum/Better Practices

Orientation on duties and responsibilities is available to all newly elected and appointed officials and staff

Resources:

- www.ca-ilg.org/OrientationMaterials

When appropriate agency shares training services and costs among neighboring local agencies

Minimum Standards/Good Practices

Agency supports continuing education activities for staff, appointed and elected officials (including those that are required by law for certain professional license-holders)

Agency requires attendance at sexual harassment prevention training for elected officials and those in supervisory positions (two hours every two years required for those in supervisory positions)¹⁹

Agency publicizes and makes available resources to help local officials understand ethics laws

Beyond the Minimum/Better Practices

Agency encourages regular attendance at local and/or statewide continuing education activities

Agency plans regular training sessions and budgets for attendance at trainings

Agency provides information and guidance on handling ethical dilemmas in the workplace

Agency conducts joint education and information sessions among city, county, school and special district elected officials about roles, responsibilities and purpose of each local government agency to clarify and raise awareness among decision-makers

When appropriate agency shares training services and costs among neighboring local agencies (e.g. computer classes for fundamental software programs)

00000

EDUCATION, TRAINING & PERSONNEL

EDUCATION, TRAINING & PROMOTING ORGANIZATIONAL ETHICS

Minimum Standards/Good Practices

- Ethics values are included in the agency's mission statement
- Agency has adopted a value-based code of ethics
- Resources:**
 - www.ca-ilg.org/ethicscodes
- Ethics are part of agency's hiring practices and interview process
- Agency values collaboration and partnerships with other local agencies and community-based organizations

Beyond the Minimum/Better Practices

- Agency's leadership leads by example by consistently demonstrating agency's values through actions
- When collaborating with other agencies, staff and leadership show respect and decorum for the formal and informal processes of partners and the community, developing and formalizing agreements when necessary

Minimum Standards/Good Practices

- Elected and appointed officials receive two hours of ethics training every two years (and basic overview training within one year of assuming position)²¹
 - Online training available at: www.fppc.ca.gov
- All local officials who must receive AB 1234 training are current on their training
- Top level staff voluntarily receives training on ethics laws and principles as relevant to their duties within the agency

Beyond the Minimum/Better Practices

- Elected and appointed officials receive basic overview training within two months of assuming position
- Agency takes steps to make AB 1234 training meaningful, understandable and helpful
- AB 1234 training is in-person (as opposed to online) to enable discussion and questions
- Certificates of compliance are easily accessible to the public and media (for example posted on the agency website)
- Agency requires top level staff to participate in training on ethics laws and principles as relevant to their duties within the agency
- Compliance is a condition of continuing appointment (for appointed officials) and reimbursement (elected officials)
- Subsequent trainings are more in depth examinations of required topics²²
- Agency coordinates with other local agencies to provide AB 1234 training to all local officials and designated staff, including cities, counties, schools and special districts

00090

Minimum Standards/Good Practices

- Agency has fair and merit based processes in place for hiring and advancing employees
- Agency consistently makes a concerted effort to advertise widely for open positions
- Elected officials generally play a role in selection of chief executive, department heads, agency counsel, and non-elected or appointed staff and provide regular guidance and feedback to those employees

Resources:

- www.ca.gov/01a/Board-Chief-Executive-Relations

- Officials understand and abide by agency's adopted policies relating to who makes hiring and other personnel decisions relating to subordinate staff
- Agency has a non-discrimination policy and abides by its terms
- Agency has adopted and follows an anti-nepotism policy
- Agency has adopted a whistleblower protection policy and posted it on the agency website²³ (see Speaking Truth to Power section below)
- Agency has adopted policies regarding second jobs and other potentially incompatible activities²⁴

Beyond the Minimum/Better Practices

- Agency posts compensation and benefits information for all officials and employees on the agency website
- Agency completes salary comparison/benchmarking for staff positions using a reputable salary survey every five years - agency posts summary of results on agency website

00001

EDUCATION, TRAINING & PERSONNEL

PERSONNEL | AGENCY RULES FOR SPEAKING TRUTH AND POWER

Minimum Standards/Good Practices

- Agency has an adopted policy clearly explaining procedures for reporting and investigating allegations of misconduct and protection of those that report misconduct
- Unlawful conduct is dealt with swiftly, firmly and consistently within the agency
- Agency supervisors and staff are familiar with legal protections related to whistle-blowing activities and receive ongoing training

Resource:

- www.ca-ilg.org/whistle

Beyond the Minimum/Better Practices

- Agency supports employees who bring forward truthful, but potentially unwelcome, unsolicited, unpopular or difficult information to the attention of relevant decision-makers
- Governing bodies encourage chief executive and financial staff to regularly analyze financial trends for areas of potential concern/risks so the body can discuss and address them
- Staff participates in professional associations that provide guidance on ethics as it relates to their role in the organization - for a list of local agency professional associations with ethics codes see www.ca-ilg.org/associationsethicscodes

PERSONNEL | AGENCY CHIEF EXECUTIVE

Minimum Standards/Good Practices

- Agency chief executive has a college degree in relevant field and a minimum of five years of broad-based management experience
- Chief executive is or is willing to become a member of the International City/County Management Association (ICMA) in good standing and adheres to ICMA's declaration of ideals. For more information see www.icma.org

Beyond the Minimum/Better Practices

- The hiring process includes ethics questions in interviews
- Resource:**
 - "Promoting Personal and Organizational Ethics" available at www.ca-ilg.org/ppoe

PERSONNEL | AGENCY COUNSEL

Minimum Standards/Good Practices

- Agency counsel is an active member of the California State Bar in good standing with at least five years' experience in municipal law. See www.calbar.ca.gov
- Agency counsel is familiar with and adheres to the California State Bar's Rules of Professional Conduct. See www.calbar.ca.gov/ethics

Beyond the Minimum/Better Practices

- The hiring process includes ethics questions in interviews
- Agency counsel acts in accordance with the ethical principles and values set forth by the agency and other relevant organizations. For example, "Ethical Principles for City Attorneys" available at www.cacities.org/attorneys

00092

Minimum Standards/Good Practices

Agency clerk is or is willing to become a member of the International Institute of Municipal Clerks (IIMC) in good standing and adheres to IIMC's code of ethics. For more information see www.iimc.com

Beyond the Minimum/Better Practices

Agency encourages clerks to engage in education, mentorship and professional development activities through the California Clerk of the Board of Supervisors Association and the California City Clerks Association

Resources:

- www.cbbsa.net
- www.californiacityclerks.org

00033

CAMPAIGNS

CANDIDATES

Minimum Standards/Good Practices

- Candidates for the governing board receive information on how to comply with campaign laws²⁶, including local requirements and restrictions²⁷
- Agency distributes California's Code of Fair Campaign Practices to all candidates²⁸
- Agency provides candidates with information about ethics laws, including conflicts of interest, incompatible offices and governmental transparency requirements that will be relevant to their service if elected

Resource:

- www.ca-ilg.org/CandidatePamphlet

Beyond the Minimum/Better Practices

- A pledge of fair campaign practices is distributed to and signed by all candidates. Available at www.ca-ilg.org/campaigncodes
- Agency supports one or more leadership programs to familiarize potential candidates who are thinking of running for office with local issues and decision-making practices

OFFICIALS AND EMPLOYEES

Minimum Standards/Good Practices

- Officials and employees are advised of prohibitions relating to campaign fundraising directed at agency staff²⁹
- Officials and employees are advised of restrictions relating to political activities of public employees³⁰
- Officials and employees are reminded of the proscriptions against political use of public resources including the use of equipment, photocopying, or mailing of campaign related materials at the public's expense³¹

Resources:

- www.ca-ilg.org/massmailing
- The Fair Political Practices Commission fact sheet on prohibited mass mailings available at www.fppc.ca.gov

Beyond the Minimum/Better Practices

- Agency provides trainings to officials and employees on prohibitions and restrictions on the political activities of public employees

00094

References and Resources

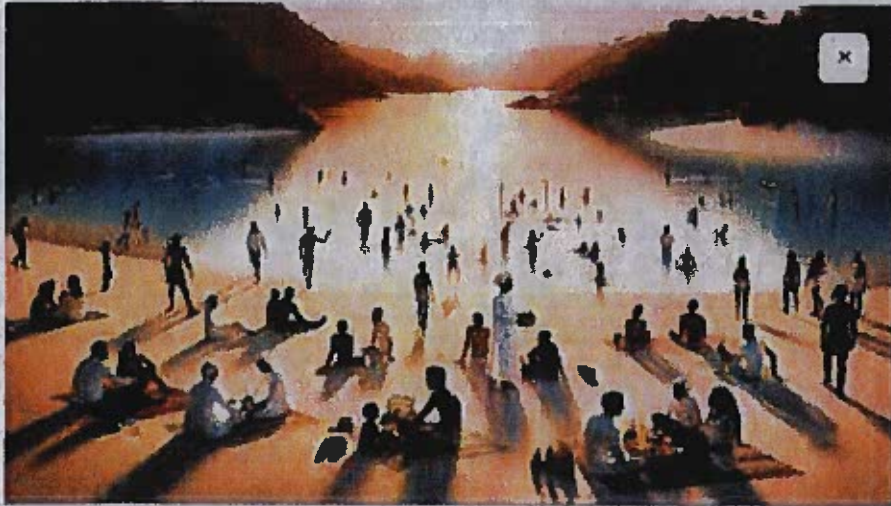
Note: Sections in the California Code are accessible at <http://eginfo.legislature.ca.gov/>.

Fair Political Practices Commission regulations are accessible at www.fppc.ca.gov/index.php?id=52. A source for case law information is www.findlaw.com/cacases/ (requires registration).

- 1 See Cal. Gov't. Code § 12410.6 ("a local agency shall not employ a public accounting firm to provide audit services to a local agency if the lead audit partner or coordinating audit partner having primary responsibility for the audit, or the audit partner responsible for reviewing the audit, has performed audit services for that local agency for six consecutive fiscal years.").
- 2 Cal. Gov't Code § 53232.2.
- 3 Cal. Gov't Code § 53232.3.
- 4 Cal. Gov't Code § 89001; 2 Cal. Code Regs §§ 18901-18901.1.
- 5 See Cal. Pub. Cont. Code §§ 20121-20123, 20162-20163.
- 6 See Cal. Gov't Code § 1090.
- 7 See 2 Cal. Code Regs. § 18730.
- 8 Available at www.fppc.ca.gov/forms/805.pdf.
- 9 See 2 Cal. Code Regs. § 18944.1.
- 10 See 2 Cal. Code Regs. § 18705.5.
- 11 Cal. Gov't Code §§ 54970-54973.
- 12 Cal Gov't Code § 54974.
- 13 Cal. Gov't Code § 54950 and following.
- 14 Cal. Gov't Code § 54954.2.
- 15 2 Cal. Code Regs. § 18723.
- 16 See 2 Cal. Code Regs. § 18705.2(a)(11), (A financial effect in which an official has a financial interest, other than a leasehold interest, is material whenever the governmental decision would consider any decision affecting real property value located within 500 feet of the property line of the official's real property unless the FPPC provides written advice of the determination that there will be no reasonably foreseeable measurable impact on the official's property).
- 17 See Cal. Gov't Code § 1090.
- 18 See Cal. Gov't Code §§ 87300-14.
- 19 Cal. Gov't Code § 12950.1.
- 20 Cal. Gov't Code § 53235 requires ethics training for specified local government officials. For more information see www.ca-ilg.org/ab1234compliance.
- 21 See Cal. Gov't Code § 53235(a), (b).
- 22 See California Attorney General's Guidelines, available at <http://oag.ca.gov/ethics>.
- 23 See Cal. Lab. Code § 1101-06.
- 24 See Cal. Gov't Code § 1126.
- 25 Aaron Wildavsky, *Speaking Truth to Power: The Art and Craft of Policy Analysis* (Boston: Little, Brown, 1979).
- 26 See generally Cal. Gov't Code §§ 84100 – 84511.
- 27 See Cal. Gov't Code § 81009.5 (Local government agencies that have adopted campaign finance ordinances must submit a copy to the FPPC). Copies or links to these ordinances are posted on the FPPC website at www.fppc.ca.gov/index.php?id=9.
- 28 Cal. Elect. Code §§ 20440-20444.
- 29 See Cal. Gov't Code § 3205.
- 30 See Cal. Penal Code § 424; Cal. Gov't Code § 8314.
- 31 Cal. Penal Code § 424; Cal. Gov't Code §§ 8314, 89001; 2 Cal. Code Regs. § 18901.1.

00005

Construct the Much-Needed Sunset Beach



Drag to reposition your image.



Natalia Shorten started this petition

1

Signature

5

Next Goal



Natalia Shorten CA, LIS

Example petition created on change.org - signatures only require name and state.

I am a resident living on the shore of the creek, deprived of the privilege to enjoy swimming in the beautiful lagoons that surround us. Accessibility to nature's gems like the lagoons should not be a luxury but a right to each individual dwelling in the locality.

Our proposal is to construct Sunset Beach, allowing everyone in our community to enjoy, relax, and take advantage of our beautiful surroundings' full potential. According to the National Recreation and Park Association, access to natural bodies of water significantly contributes to mental health, overall well-being, and fosters a stronger community spirit.

Support our cause for a healthier, happier, and more united community. Sign the petition now to show your endorsement towards the construction of Sunset Beach. Let's reclaim our right to nature and make a difference together.

00036

**Support Sunset Beach
proposal?
Can't make Dec 19th Board
Meeting?**

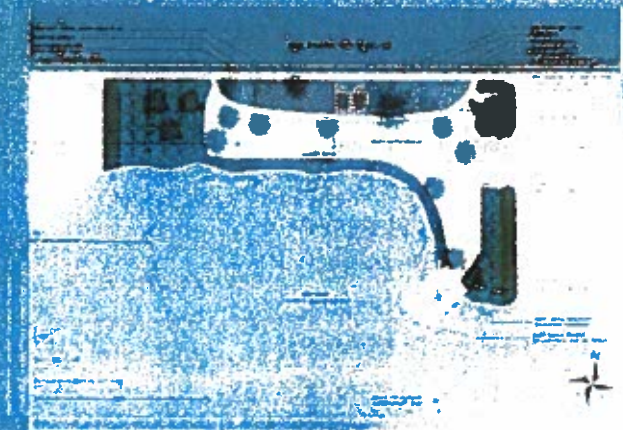
**if YES please add your name &
address to a list of supporters!**

Link to project presentation:

<https://www.omkcsd.us/notices/sunset-park-slideshow-presentation/>

ADD MY NAME!

name: Enter ✓



	FIRST & LAST NAME ADDRESS	ADDITIONAL COMMENTS?
1	Charlotte Reiter - 1180 BMK Blvd	I'm not able to attend the meeting tonight but would like to show my support! I think transforming Sunset Park into a small community beach is a terrific idea. The funding plan sounds very sensible to me - a great use of available funds. I really appreciate your work on this and look forward to any news on developments. Hope the meeting goes well and thank you!
2	Yvonne Young, Montego	What an amazing addition to our neighborhood, let's do this!
3	Maverick Rendon, Calypso	
4	Bella Rendon, Calypso	
5	Richard Rendon, Calypso	
6	Asher Schonwasser, 1165 BMK Blvd	
7	Dylan Schonwasser, 1165 BMK Blvd	
8	Sophie & Evie Retz, 177 Montego	
9	Zoey Straharsky, 12 Montego	
10	Noah Taylor 264 Montego Key	I think it's a lovely and unique opportunity
11	Tim Corriero, 62 Calypso	This upgrade to Sunset Park looks amazing and much better than what's there now! All for beautification of the community!
12	Shon Webb, Montego	
13	Kate Corriero, 62 Calypso	
14	Chris Grady, 21 Montego Key	
15	Sam Grady, 21 Montego Key	
16	Will Druschel, 57 Montego	
17	Barry Druschel, 57 Montego	
18	Brian Kaplan 9 Montego Key	
19	Stacey Kaplan 9 Montego Key	
20	Elliott Fink 25 Del Oro Lagoon	
21	Jennifer Bowman 25 Del Oro Lagoon	
22	Rob Merrell, 1165 BMK Blvd	
23	Sarah Patnode, 1165 BMK Blvd	
24	John Aarsheim, 172 Montego Key	
25	Larissa Aarsheim, 172 Montego Key	
26	██████████ 1028 BMK Blvd	Would prefer to keep support private, have had threatening encounters from neighbors
27	Michelle, Jason, & Samantha Tarantino / 17 Del Oro Lagoon	
28	Shane Pumpa, 907 BMK Blvd.	
29	Skylar Pumpa, 907 BMK Blvd.	
30	Jessica Pumpa, 907 BMK Blvd.	
31	Robin Lee, 12 Montego Key	
32	Matthew Pumpa, 907 BMK Blvd.	
33	Jana, Jules & Jayden Mohr / 1011 BMK Blvd	I live right across the street on the lagoon, and am excited about this for my 2 kids!
34	Alexia Neves / 216 Montego Key	

35	Leila Arnautoff	It will be a great addition for all ages!!
36	Kirk Gray - 53 Montego Ky, Novato, CA 94940	
37	Peter Guagenti / 175 Del Oro Lagoon	
38	Erin Guagenti / 175 Del Oro Lagoon	I really appreciate the fenced/keycard access, allowing our community to enjoy this space. What a lovely addition to the neighborhood!
39	Nancy Kubik, 192 Caribe Isle	
40	Mark Kubik, 192 Caribe Isle.	
41	Evelyn Gregson 77 Montego Key	
42	Jane Buerger	
43	Clara Gray	
44	Mark Stroman 108 Montego	
45	Cynthia Stroman 108 Montego	
46	Don Swartz / 36 Montego	Thank you for this, the presentation is very helpful and please add my name to the list of supporters!
47	Madeline Swartz / 36 Montego	
48	Louise Wilson / 87 Del Oro	I have lived in BMK for 37 years and have loved it. I read about sunset Beach and sent on BMKCSD website and I am very excited about it. We have always needed same thing this for all our residents to enjoy. I am definitely in favor of it as long as we can keep out the public and the homeless!! The fencing looks like it should take care of that. It is important that we keep our area beautiful and our lagoons maintained so that future generations can enjoy it as well. I hope that you will have enough support from the resident to proceed. And thing like this always adds to the value of our homes.
49	Oleg Grabarsky	
50	Yelena Gortul	
51	Pete Arnautoff	105 Montego Key
52	Anthony Shell- 89 Calypso Shores	
53	Kelly Shell - 89 Calypso shores	Love this idea! :)
54	Matthew Glerum	
55	Candra Canning	
56	Lucas Gallagher	
57	David Gallagher	
58	Elizabeth Geler	It will be great to have a place to swim
59	Jennifer Rendón	
60	Benjamin Paradis / 1173 Bel Marin Keys	Well done with the proposal!
61	Matt Glerum	
62	Candra Canning	
63	Ava Kaplan 9 Montego Key	
64	Brighton Stadniuk 17 Bahama Reef	
65	Lawson Stadniuk 17 Bahama Reef	
66	Branson Stadniuk 17 Bahama Reef	

00099

67	Peter Stadniuk 17 Bahama Reef	
68	Taylor Lee 17 Bahama Reef	Thanks for making this dream into reality!
69	Barbara Heaton	
70	Jovauna Currey, 1169 Bel Marin Keys Blvd	
71	Katie Retz, 177 Montego Key	
72	Craig Vandermause 78 Del Oro Lagoon	
73	Kevin Strharsky	The fence that was put around the north lagoon by the levy is an awful design, please don't use the same style
74	Joe Delaney - 79 Caribe Isle	I think it looks great! A value added amenity to the hood!
75	Alison Steiger 56 Caribe Isle	Love the idea. Would like the fence close to the water to not obstruct the view from the street.
76	Randy Pollak / 58 Cavalla Cay	
77	Cristy Pollak, Cavalla Cay	Our neighbors need access, it is only fair.
78	Pat Greenwell, 225 Montego	Love this idea!! Can't wait
79	Ali Greenwell, 225 Montego	
80	Kevin & Laurie Dugan	Great idea and thank you all for your hard work to make this happen
81	Jane Yanecko 233 Montego Key	
82	Mike Yanecko 233 Montego Ky	
83	Fabiano Silveira	
84	Ken Pieri /1044 BMK Blvd	
85	Kathy Pieri / 1044 BMK Blvd	
86	Kristen Addicks	
87	River Stage, 101 Montego	
88	Ryder Stage, 101 Montego	
89	Jon Stage, 101 Montego	
90	Brooke Stage, 101 Montego	
91	Rob Case 1192 Bel Marin Keys Blvd	
92	Jane Yanecko, Montego	
93	Diane McKone 165 Caribe Isle	
94	Fabiano Silveira	
95	Michelle Silveira	
96	Ron Binetti 96 Montego	
97	Maureen Binetti 96 Montego	
98	Mila Shorten / 205 Montego Key	
99	Dave Feingold 276 Montego Key	
100	Liz Feingold 276 Montego Key	
101	Grant Fehring 74 Calypso Shores	
102	Marie Fehring 74 Calypso Shores	
103	Katrina Fehring 74 Calypso Shores	
104	Jessica Schonwasser, 1165 Bel Marin Keys Blvd.	
105	Amy Johnson 16 Montego Key	
106	Blakely Johnson, 16 Montego	

107	Katie Vandermause 79 Del Oro Lagoon Novato ca 94949	
108	Travis Guenther	
109	Don Swartz / 36 Montego Key	
110	Derek Janssen 1077 Bel Marin Keys Blvd	
111	Beth McGregor	
112	Charlie Schonwasser 1165 Bel Marin Keys Blvd.	
113	David Herz, 1095 BMK Blvd.	
114	Karen Herz, 1095 BMK Blvd.	
115	Jamie Shorten / 205 Montego Key	
116	Natalia Shorten / 205 Montego Key	

- ▶ A large percent of community residents are in **SUPPORT** for a permanent porta potty at Montego Park
- ▶ **102 SUPPORTERS** signed a petition over the course of 2 weeks on social media
- ▶ <https://off7olvo41b.typeform.com/to/TkJZOK1Q>
- ▶ Appx one dozen opposed through comments on social media
- ▶ See **APPENDIX** to reference social media discussion

SUPPORTERS

Josh	Brinks	963 Bel Marin Keys Blvd	Louise	Mountford	268 Montego Key
Ryan	Gray	90 Del Oro Lagoon	Anthony	Shell	89 Calypso Shrs
Mike	Yanecko	233 Montego Key	Kori	Troutner	1166 Bel Marin Keys Blvd
Jenna	Cespedes	158 Montego Key	Oleg	Grabarsky	63 Caribe Isle
Esteban	Cespedes	158 Montego Key	Lacey	Strom	2 Bahama Reef
Annie	Robinson	Caribe Isle	Blakely	Johnson	16 Montego Key
Cory	Robinson	Caribe Isle	Robin	Lee	12 Montego Ky
Freddy	Mack	Bel Marin Keys	Thomas	Troutner	1166 Bel Marin Keys Blvd
Jahnine	Spaulding	Caribe Isle	Angela	Garvey	963 bel Marin keys blvd
Rob	Case	1192 Bel Marin Keys Blvd	Cari	Bartnicki	1091 Bel Marin Keys Blvd
Laurie	Case	1192 Bel Marin Keys Blvd	Kelly	Shell	89 Calypso Shrs
Kevin	Strharsky	12 Montego Ky	Stacey	Roberts	962 bel Marin keys blvd
Mila	Shorten	205 Montego	Jonathon	Stage	101 montego key
Rob	Merrel	1068 Bel Marin Keys Blvd	Jeffrey	Martino	48 Bahama Reef
Jocelyn	Gray	90 Del Oro Lagoon	Valerie	Robbins	295 Montego Ky
Shawn	Luong	33 Montego Key	Robert	Halenbeck	59 Golden Hinde Blvd
Vivan	Luong	33 montego key	Justin	Glyer	92 Bahama Reef
Pat	Greenwell	225 Montego key	Valerie	Robbins	295 Montego Ky
Travis	Guenther	66 del oro lagoon	Lisa	Eiselin	18 Dolphin Isle
George	Federighi	268 Montego Key	Scott	Lee	176 Montego key

► SUPPORTERS

Olivia	Johnson	316 Montego Key	Stacey	Roberts	962 bel Marin keys blvd
Ronald	Schulze	974 Bel Marin Keys	Pete	Arnautoff	105 Montego Key
Juliana	W	249 Montego Key	Ronald	Schulze	974 Bel Marin Keys
Dave	Lindsay	137 Caribe Isle	Terry	Joslin	1054 Bel Marin Keys
Ali	Greenwell	225 Montego key	Margarita	Tyurin	68 Bahama Reef
Matthew	Pumpa	907 Bel Marin Keys Blvd	Corina	Kelley	165 Montego Key
Jessica	Pumpa	907 Bel Marin Keys Blvd	Cheryl	Lind	33 CALYPSO SHRS
Faera	Taylor	264 Montego Key	Sara	Jansson	137 Caribe Isle
Benjamin	Paradis	1173 Bel Marin Keys Blvd	Liz	Feingold	276 Montego Key
Gary	Schonwasser	1165 Bel Marin Keys Blvd	Mahshid	D'Amours	54 Cavalla Cay
Maxine	Litwak	164 Caribe Isle	Windi	Heaton	62 Dolphin Isle
Cristy	Pollak	58 Cavalla Cay	Diane	Martino	48 Bahama reef
Monica	Luis	17 Calypso Shores	Jeff	Martino	48 Bahama reef
Renae	Hofmann	50 Calypso Shores	Alexia	Neves	216 Montego Key
Daniel	Geren	12 Del Oro Lagoon	Andrey	Ponomarchuk	144 caribe isle
Linda	Pollaxk	295 Montego Key	Anna	Shapiro	144 Caribe Isle
Yelena	Gortul	63 caribe isle	Jon	Aarsheim	172 Montego Key
Jonathan	Aarsheim	172 Montego Key	Larissa	Aarsheim	172 Montego Key
Will	Shore	1045 Bel Marin Keys Blvd	Jocelyn	Gray	90 Del Oro Lagoon
Jane	Yanecko	233 Montego Key	Michelle	Silveira	169 Montego Key

SUPPORTERS

Katie	Retz	177 Montego Key
Jon	Stage	101 Montego Ky
Brooke	Stage	101 Montego Ky
Jana	Mohr	1011 bel Marin keys blvd
Cari	Bartnicki	1091 Bel Marin Keys Blvd
Blakely	Johnson	16 Montego Ky
Sarah	Patnode	1068 Bel Marin Keys Blvd
Diane	Mc Kone	165 Caribe Isle
Liz	Feingold	276 Montego Key
Travis	Guenther	66 Del Oro Lagoon
Charlie	Schonwasser	1165 Bel Marin Keys Blvd
Chris	Strom	2 bahama reef
Craig	Vandermause	78 Del Oro Lagoon
Kate	Antonini	82 CALYPSO SHRS
Craig	Vandermause	78 Del Oro Lagoon
Timothy	Corriero	82 calypso shores
Katie	Vandermause	78 Del Oro Lagoon
David	Bartnicki	1091 Bel Marin Keys Blvd
Jessica	Schonwasser	1165 Bel Marin Keys Blvd
a m y	j o h n s o n	16 Montego Ky
Natalia	Shorten	205 Montego Key
Jamie	Shorten	205 Montego Key

► SUPPORTERS

Katie	Retz	177 Montego Key
Jon	Stage	101 Montego Ky
Brooke	Stage	101 Montego Ky
Jana	Mohr	1011 bel Marin keys blvd
Cari	Barnicki	1091 Bel Marin Keys Blvd
Blakely	Johnson	16 Montego Ky
Sarah	Patnode	1068 Bel Marin Keys Blvd
Diane	Mc Kone	165 Caribe Isle
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Jessica	Schonwasser	1165 Bel Marin Keys Blvd
a m y	j o h n s o n	16 Montego Ky
Natalia	Shorten	205 Montego Key
Jamie	Shorten	205 Montego Key

Every Day is a Vacation in Bel Marin Keys – Safe Boating Keeps it That Way!

GENERAL RULES

Please be courteous, respectful, and use common sense while navigating our lagoons.

1. All children 12 and under must have Coast Guard Approved life jacket on board
2. Speed limit is 45 MPH in the ski zone, and 5 MPH in the NO WAKE Zone
3. Obtain a California Boaters Card (it's the law)
4. Register boat with the DMV and CSD
5. No boats shall be operated under the influence of drugs or alcohol
6. No personal watercrafts
7. No wake surfing
8. Use mooring balls instead of anchoring to protect aerators and environment

WATCH YOUR WAKE

Be mindful of your wake to ensure a safe and enjoyable experience for everyone on the lagoons.

1. You are responsible for your wake and damages to property caused by your wake
2. Boat ballast is not allowed in our lagoons, please use river for ballast
3. Have your passengers seated to even out the weight on your boat
4. Stay at least 10-ft from the buoys and give more space if the ski zone is not crowded.
5. No donuts
6. Pay attention to the wake you cause when making sharp turns

WATER SKIING

Water skiing refers to any activity where a person is towed behind a boat, including skiing, wakeboarding, tubing, and similar activities.

1. All skiers must wear life jackets
2. Boats towing skiers shall carry the orange skier down flag to indicate either skier or rope is in the water to other boaters
3. Boat shall have at least one observer that is not the driver
4. Boat operator shall be at least 16 years old
5. No more than two (2) boats towing water skiers on the South lagoon and three (3) on the North lagoon at a time. Please take turns by waiting in the NO WAKE Zone
6. Boats towing skiers shall be not more than 22-ft in length.
7. Follow a counter clockwise pattern as shown on map (buoys will be on right hand side of boat)
8. Water skiing is permitted from dawn to dusk.

ELECTRIC SURFCRAFTS

00137

Electric surfcrafts are battery-powered watercrafts such as electric hydrofoils (e-folls), electric jetboards, and electric surfboards. They do not create a wake or emissions.

1. Operators shall wear high visibility life jackets and helmets
2. Limit use when there are two or more boats towing water skiers
3. Speeds greater than 5pmh are allowable in NO WAKE Zone to travel to the ski zones
4. Give way to swimmers and non-powered boats in NO WAKE Zone

SWIMMERS

Swim safely by staying out of the ski zone, being aware of boat traffic, and making yourself visible to boaters at all time.

1. Wear brightly colored cap or swim buoy.
2. Stay within the NO WAKE Zone.
3. Do not enter from parks, ramps, open space, or shoreline unless designated for swim access by CSD

BE COURTEOUS

Safe boating, smooth waters, makes fun for all!

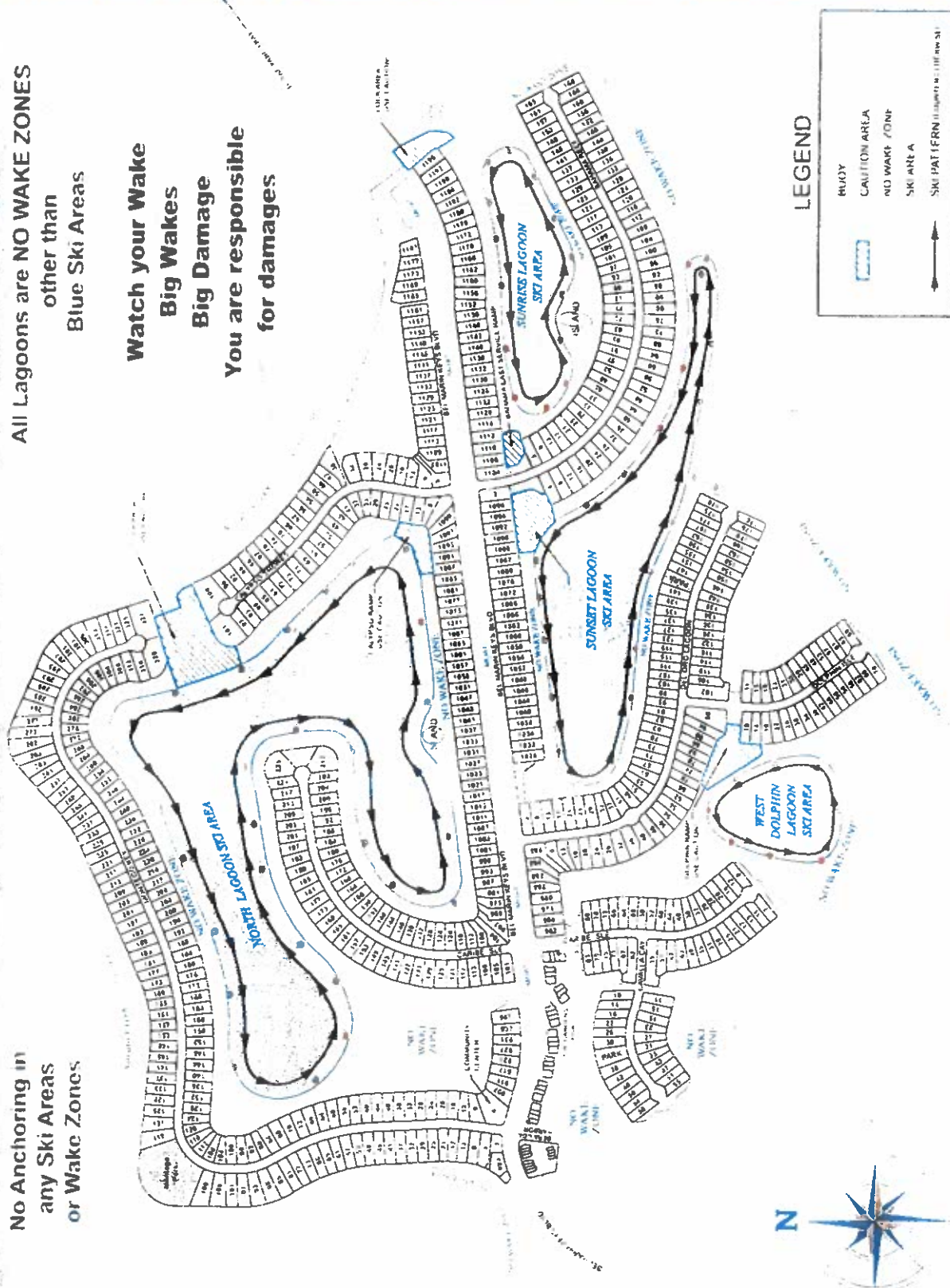
1. Boats traveling 5 MPH or less should remain in the NO WAKE Zone when there are boats towing skiers
2. Small crafts (paddle boards, kayaks, canoes, etc) shall limit time in ski zone when there are boats towing skiers
3. Avoid pulling tube while others are water skiing on non-busy days
4. Take turns pulling skiers
5. Lagoon islands are sensitive habitat, please stay off
6. HAVE FUN!!

Bel Marin Keys Waterways Map

No Anchoring in
any Ski Areas
or Wake Zones

All Lagoons are NO WAKE ZONES
other than
Blue Ski Areas

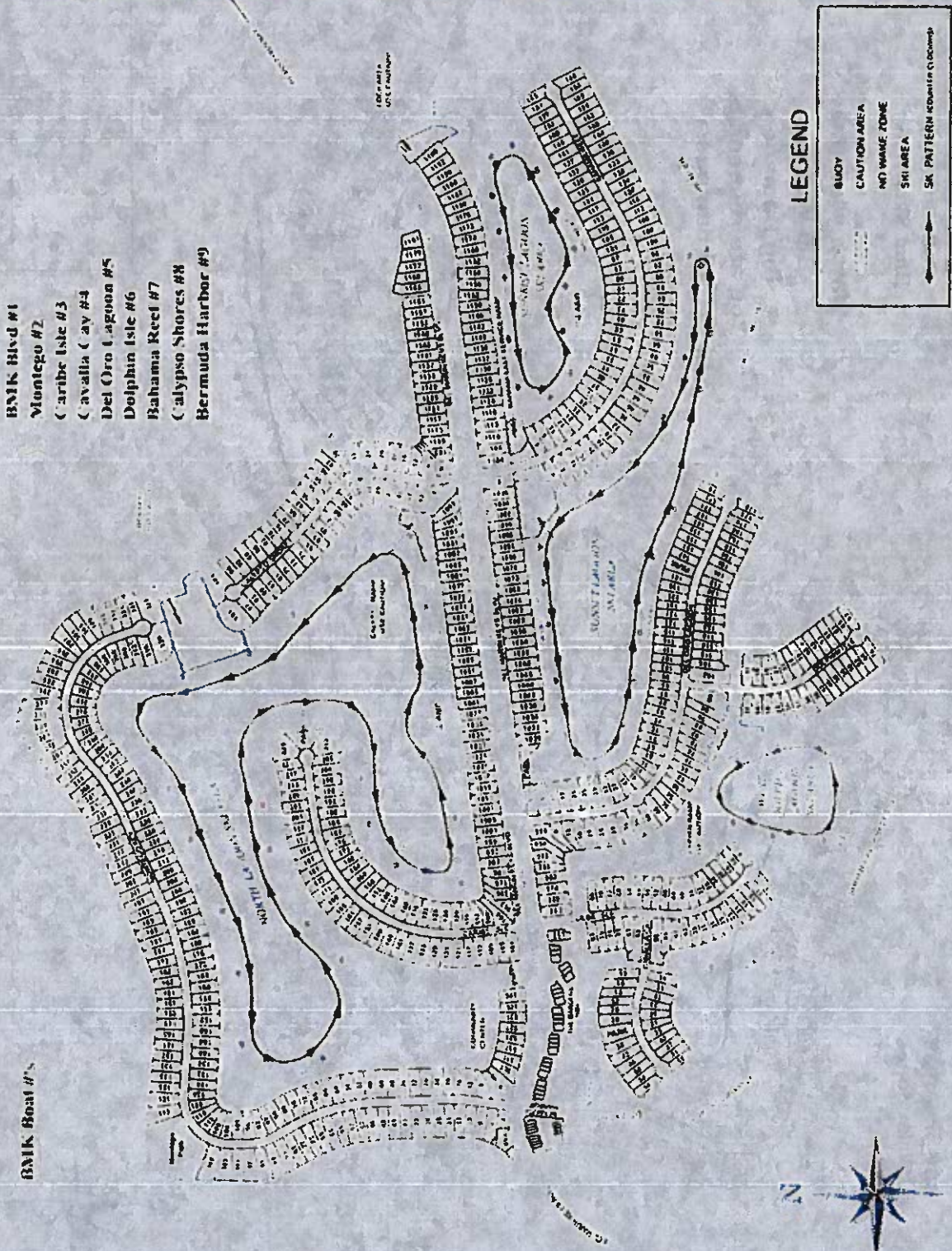
Watch your Wake
Big Wakes
Big Damage
You are responsible
for damages



LEGEND

- MUDDY
- CAUTION AREA
- RED WAKE ZONE
- SKI AREA
- SKI PATTERN

Bel Marin Keys Waterways Map



Unicorn Group
 83 Hamilton Drive, Ste 100
 Novato CA 94949
 415-492-2222 (FAX)415-459-0544

Estimate

No **E#21075**

Brian Clark
Bel Marin Keys Community Services District
4 Montego Ky Frnt
Novato CA 94949-5363

Date 1/27/2025

Customer P.O. No

Phone: 883-4222

QUANTITY	DESCRIPTION	AMOUNT
1,000	BMK Waterways Map - 18x20 printed 4/4 on 100# gloss text with gloss AQ plus half fold & accordion fold to 4x9	1 628 80
2 00	Type: / Prepress - \$35 minimum + \$75 per hour thereafter	150 00

This estimate is good for 30 days, based on the specifications you provided, and unless otherwise indicated, customer supplied artwork in an industry standard graphic design software program. Graphic design is available and charged on an hourly basis.
 Terms: Payment is due on receipt of invoice. We gladly accept payment via credit card at the time of sale. Postage charges or credit card payments to an open account incur a 5% handling fee. Finance charge of 1.5% per month applies to any charges more than 30 days overdue.

SUBTOTAL	1,778.80
TAX	151.20
SHIPPING	
TOTAL	1,930.00

From: Robin Lee

Sent: Friday, January 17, 2025 11:46 AM

To: vlattanzio@bmkcsd.us; bclark@bmkcsd.us

Subject: Bel Marin Keys Hydrologic Study and Sea Level Rise Analyses

Hi Vince.

Before I put together a proposal, I wanted to make sure I have the right tasks in place. I understand the monitoring might not be desired, however, when talking to my model guru – we think it would be very helpful in calibrating the model to rain and also better understanding how quickly water can leave each lagoon and at what tide elevation. The County has a rain gage at Pacheco and a tide sensor at the mouth of Novato creek so we would only need level sensors (pressure transducers) in each of the lagoons.

Here is my first take on tasks:

1. Collect relevant data
 - a. Survey data
 - b. As-built
 - c. Bathymetry
 - d. County LIDAR
 - e. Flushing data
 - f. Lagoon maintenance water levels
2. Monitor
 - a. Level Sensors – North and South lagoons
3. Build Existing Conditions Model
 - a. 10yr storm – how much do levels increase?
 - b. Develop storm schedule for storm, 1" rain = what increase in lagoons?
4. Analyze future Conditions
 - a. Precipitation changes
 - b. Sea level rise
 - c. Flushing ability at SLR on low tides
5. Recommendations
 - a. Storm response lagoon lowering
 - b. Resilience for lettering water out of lagoons
 - i. Culvert pipe connector
 - ii. Sluice gates on South Lagoon
 - iii. Pumps
 - c. Shoreline protection

D. additional overflow on s lagoon Levee

E. S levee elevation increase and armoring levee shoreline

F. S lock gate elevation increase to adjacent concrete loc wall elevations

G. N lock gate elevation increase to adjacent concrete lock walls

H. N Lock flood gate improvements for flood control

Robin J. Lee, PE, CFM | Senior PM

Schaaf and Wheeler Consulting Civil Engineers

250 Bel Marin Keys Bldg. A, Suite 205

Novato, CA 94949

C: 415.271-3117 rlee@sway.com

Santa Clara • San Francisco • Santa Rosa • Salinas • Novato • Truckee



5 February 2025

Mr. Vincent Lattanzio
Bel Marin Key Community Services District
4 Montego Key
Novato, CA 94949

Re: Proposal to Provide Miscellaneous Engineering Services for Bel Marin Keys Community Services District, Novato, CA

Dear Mr. Lattanzio:

Simpson Gumpertz & Heger Inc. (SGH) is pleased to submit this proposal to Bel Marin Keys Community Services District (BMKCSD) for ongoing, miscellaneous engineering consulting and design services for BMKCSD in Novato, California. This work is intended to help support maintenance and repair and other engineering needs for the locks and levees that may arise throughout the year.

BASIS OF PROPOSAL

The following serves as the basis for this proposal:

- Telephone conversation with Mr. Vincent Lattanzio, 10 October 2024.

SCOPE OF WORK

The proposed scope of work is described in the following tasks:

- We will support BMKCSD on an as-needed basis for structural, marine, and maritime issues that arise during the year, such as:
 - General consultation
 - Accident and damage investigations
 - Minor repair design
 - Design reviews
 - Code compliance and regulatory support
 - Guidance on permitting and regulatory approvals.
- We will participate in periodic conference calls, perform site visits, and attend Board Meetings, as necessary.

COMPENSATION

We suggest that BMKCSD establish a **time and materials budget of \$15,000** for the engineering services described above. Please note that this is a budget cost estimate only. BMKCSD will only be charged for the time and materials actually spent on executing the work. This estimated budget will not be exceeded without prior written approval. If additional time and/or travel is required, this work

can be performed for an additional cost on a time and materials or other mutually agreed upon basis. We suggest that all work be done in accordance with the Contract attached at the hourly billing rates shown in the attached fee schedule.

Our fees will be invoiced monthly, based on the estimated percentage of completion of project scope during that month. Invoices are payable within thirty days of receipt. We reserve the right to suspend services if payments fall substantially in arrears.

SCHEDULE

We are prepared to begin work immediately upon receipt of a written notice-to-proceed (NTP).

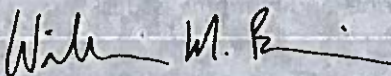
LIMITATIONS

All drawings, specifications, reports, calculations, and other instruments of service prepared by SGH under this contract may be used only for the specific project and purpose stated. SGH cannot be responsible for the unauthorized use of these instruments of service on other projects, for other purposes, or by parties other than those intended at the time of preparation. Our services and the instruments of that service are prepared with that degree of care, skill, and technical expertise ordinarily provided by reputable engineers practicing in this field at this time. No other warranty, either expressed or implied, is offered with regard to these services.

CLOSURE

We hope you find the above proposal acceptable and look forward to hearing from you and getting started on this effort.

Sincerely yours,
SIMPSON GUMPERTZ & HEGER INC.



William M. Bruin, P.E.
Senior Principal
CA License No. 57867

Accepted: BEL MARIN KEYS COMMUNITY
SERVICES DISTRICT

Signature: _____

Printed Name: _____

Title: _____

Date: _____

WMB/ssl (SF25-0000139-WMB)
0101D25 010617-CP-2-CA
Encls.

**SIMPSON GUMPERTZ & HEGER INC.
FEE SCHEDULE AND PAYMENT TERMS**

<u>Personnel Category</u>	<u>Hourly Billing Rate</u>
Senior Principal	\$360
Principal	\$350
Associate Principal	\$320 – \$335
Project/Technical Director	\$280 – \$300
Senior Technical Manager	\$265 – \$275
Senior Project Manager	\$270 – \$295
Senior Project Supervisor	\$250 – \$285
Senior Consulting Architect/Engineer/Geologist	\$220 – \$250
Consulting Architect/Engineer/Geologist	\$200 – \$220
Senior Project Consultant	\$235 – \$240
Project Consultant II	\$200
Project Consultant	\$175 – \$190
Associate Project Consultant	\$160
Technical Aide	\$115
Laboratory Technician	\$150 – \$195
Graphics Specialist	\$150 – \$255
BIM Technician	\$135 – \$205
Non-Technical	\$125 – \$145

Rates are in US dollars. Where ranges of hourly rates are shown for a single title, they reflect the varying rates of the particular individuals with that title. An annual rate adjustment, based upon salary increases, will apply on 1 January each year.

CONTRACT PROVISIONS

1. CONTRACT - These Contract Provisions and the accompanying Proposal and Fee Schedule constitute the entire Agreement of the parties, and supersede all prior negotiations, agreements, and understandings with respect to the subject matter of this Agreement. These Contract Provisions shall take precedence over any inconsistency or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document. The parties may only amend this Agreement by a written document duly executed by both parties.

2. RIGHT OF ENTRY - When entry to property is required by the work, the Client agrees to obtain legal right-of-entry on the property.

3. DOCUMENTS - All reports, notes, drawings, specifications, data, calculations, and other documents prepared by SGH are instruments of SGH's service that shall remain SGH's property. The Client agrees not to use SGH-generated documents for marketing purposes or for projects other than the project for which the documents were prepared by SGH without SGH's prior written permission.

Any reuse or disbursement to third parties without such express written permission or project-specific adaptation by SGH will be at the Client's sole risk and without liability to SGH or its subsidiaries, independent professional associates, subconsultants, and subcontractors. Accordingly the Client shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless SGH from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized reuse or disbursement. Any release or project-specific adaptation by SGH will entitle SGH to further compensation at rates to be agreed upon by the Client and SGH.

4. DISPOSAL OF SAMPLES - SGH will discard samples upon completion of the work covered under this Agreement, unless the Client instructs otherwise in writing.

5. HAZARDOUS MATERIALS - The scope of SGH's services for this Agreement does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.

6. CONSTRUCTION SERVICES - When construction-phase services are included in the Agreement, SGH will provide personnel to evaluate whether construction is in general accordance with the construction contract, but not to perform detailed observations or inspections of the work.

SGH is not a guarantor or insurer of the contractor's work, the contractor is solely responsible for the accuracy and adequacy of construction and for all other activities performed by the contractor, including the means and methods of construction, supervision of personnel and construction, control of machinery, false work, scaffolding, and other temporary construction aids; safety in, on, and about the job site; and compliance with OSHA and all other applicable regulations. SGH's evaluation of the contractor's performance will not include review or observation of the adequacy of the contractor's safety measures or of safety conditions on the project site nor of Contractor's means or methods of construction.

7. STANDARD OF CARE - SGH and its subsidiaries, independent professional associates, subconsultants, and subcontractors will exercise that degree of care and skill ordinarily practiced under similar circumstances by engineers and architects providing similar services. The Client agrees that services provided by SGH will be rendered without any warranty, express or implied.

SGH shall exercise usual and customary professional care in its efforts to comply with codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.

The Client agrees that SGH has been engaged to provide technical professional services only, and that SGH does not owe a fiduciary responsibility to the Client.

8. OPINION OF PROBABLE COSTS - When required as part of our work, SGH will furnish opinions of probable cost but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by SGH hereunder will be made on the basis of SGH's experience and qualifications and will represent SGH's judgment as an experienced and qualified design professional. SGH does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work.

9. SUSPENSION OF WORK - The Client may, at any time, by written notice, suspend further work by SGH. The Client shall remain liable for, and shall promptly pay SGH for all services rendered to the date of suspension of services plus suspension charges. Suspension charges shall include the cost of assembling documents, personnel and equipment rescheduling or reassignment, and commitments made to others on the Client's behalf. If after ninety (90) days the Client resumes SGH's work on the Project, SGH and the Client shall renegotiate SGH's fee.

If payment of invoices by the Client is not maintained current, SGH may, upon written notice to the Client, suspend further work until payments are brought current. The Client agrees to indemnify and hold SGH harmless from any claim or liability resulting from such suspension.

10. TERMINATION - The Client or SGH may terminate this Agreement for cause except only the Client may terminate for convenience. The party initiating termination shall so notify the other party. The Client shall compensate SGH for services performed prior to termination and for prior authorized commitments made by SGH on the Client's behalf.

11. CHANGES OR DELAYS - Unless the accompanying Proposal provides otherwise, the proposed fees constitute SGH's estimate to perform the services required to complete the Project. Required services often are not fully definable in the initial planning; accordingly, developments may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment shall be made. In addition, costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by the Client's failure to provide specified facilities, direction, or information.

12. FORCE MAJEURE - SGH will not be liable to the Client for delays in performing its Services or for direct or indirect costs resulting from such delays that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.

13. LIABILITY - SGH will furnish appropriate insurance certificates for general and professional liability upon request. The Client agrees that SGH's total liability to the Client and the total liability to the Client of SGH's principals, officers, agents, and employees, for any and all injuries, claims, losses, expenses, or damages whatsoever, including attorney's fees, arising out of or in any way related to the Project or this Contract from any cause or causes, including, but not limited to, SGH's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty shall not exceed SGH's total fee under this Agreement or \$50,000, whichever is greater. In no event shall SGH be liable to Client for any indirect, incidental, special or consequential damages whatsoever (including but not limited to lost profits or interruption of business) arising out of or related to the services provided under the Agreement.

14. CONFLICTS OF INTEREST - This assignment may presently or in the future involve parties with potentially adverse interests to those of SGH's existing or future clients ("Affected Parties" or "Affected Party"). Prior to SGH's acceptance of this assignment, SGH will make reasonable attempts to identify any Affected Parties based on information SGH has in its possession from the Client and any Affected Parties and SGH's search of its project and proposal databases. To the extent that SGH identifies a relationship with an Affected Party, SGH will inform the Client as to the identity of such parties. Client agrees to allow SGH to release to any Affected Parties the fact of SGH's engagement by the Client and any other information required to evaluate any potential conflict.

SGH's ability to inform the Client of a relationship with an Affected Party is limited by the thoroughness and accuracy of the information provided to SGH by the Client and any Affected Parties, and by SGH's limitations in reasonably and diligently discovering all relationships with Affected Parties. Regardless of SGH's relationship with an Affected Party, and provided such relationship with an Affected Party does not arise from SGH's willful disregard of a relationship with the Affected Party, SGH shall be entitled to payment for all services rendered to the date of discovery or notice, whichever occurs first, of a relationship between SGH and an Affected Party. SGH does not guarantee that a relationship between the Client and an Affected Party, which may be perceived by the Client as a conflict, will not arise during the course of an assignment or thereafter. SGH disclaims responsibility for such occurrences and to the fullest extent permitted by law, the Client agrees to waive any claim against SGH arising out of any such actual or potential conflict-related occurrences. Subsequent to the date of this Agreement, SGH will not be in a position to guaranty that it can advise the Client of any future Affected Parties or perceived or actual conflict circumstances that may arise, but will endeavor to notify Client of such situations.

15. INDEMNIFICATION - SGH shall, subject to the limitation of liability contained in Section 13, indemnify (but not defend) the Client for any loss or damage caused solely by the professional negligence of SGH in performance of the services under this Agreement.

16. MISCELLANEOUS

Governing Law: The laws of the state in which the Project is located shall govern the validity and interpretation of this Agreement.

Invalid Terms: If any of these Contract Provisions shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties. The parties agree to reform the contract between them to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

SGH Reliance: Unless otherwise specifically indicated in writing, SGH shall be entitled to rely, without liability, on the accuracy and completeness of information provided by the Client, the Client's consultants and contractors, and information from public records, without the need for independent verification.

Copyright Infringement Indemnification: To the fullest extent permitted by law, the Client agrees to defend, indemnify, and hold harmless SGH from any and all claims, damages, suits, causes of action, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising out of or in any way connected with SGH's use of documents or designs prepared by the Client's consultants, that may be asserted against or incurred by SGH.

Certifications: SGH shall not be required to sign any documents, no matter by whom requested, that would result in SGH's having to certify, guaranty, or warrant the existence of conditions that SGH cannot ascertain.

Payment: Invoices will be submitted periodically, and are due and payable upon receipt. Unpaid balances shall be subject to an additional charge at the rate of 1.12% per month from the date of invoice if the unpaid balance is not paid within thirty (30) days. The Client shall reimburse SGH for all attorney's fees and costs related to collection of overdue payments.

Litigation: All costs and labor associated with compliance with any subpoena or other official request for documents, for testimony in a court of law (other than in connection with expert witness services), or for any other purpose relating to work performed by SGH, in connection with work performed for the Client, shall be paid by the Client as a direct expense (actual cost plus 10%).

Taxes: Client shall, in addition to the other amounts payable under this Agreement, pay, on a timely basis, all sales, use, value added or other taxes, federal, state or otherwise, however designated (hereinafter "Taxes"), which are levied or imposed by reason of the transactions contemplated by this Agreement or any of the Services, except for taxes on SGH's net income. Client shall promptly pay SGH for any Taxes actually paid by SGH on behalf of Client, or which are required to be collected or paid by SGH. SGH may bill Client separately for such Taxes.