

made, and (j) the requirements on any other nondiscrimination statute(s) which may apply to the application.

R. NONCOMPLIANCE - The District or authorized representative will notify the Contractor in writing of any noncompliance or performance issues with any work performed at any District Facilities. Such notice, when delivered to the Contractor or his authorized representative at the site of the work, shall be deemed sufficient for the purpose. Within 72 hours after the receipt of such notice, the Contractor shall mail, or personally deliver to the District or authorized representative, a complete proposal of the prompt correction of the noncompliance. The District or authorized representative will review the proposal and return it to the Contractor approved, subject to such changes or conditions as deemed necessary to assure correction of noncompliance. Immediately upon receipt of such approval, the Contractor shall begin the corrective work and shall carry it to completion. If the Contractor fails or refuses to submit his proposal or to proceed with the corrective work, the District or authorized representative may suspend all or any part of the work until satisfactory corrective action has been taken. No claim for compensation or time lost due to any such suspension shall be made the by the Contractor. If the Contractor so elects, the District or authorized representative may cause the corrective work to be accomplished by others, in which event the cost thereof shall be chargeable against any monies otherwise due the Contractor from the District.

S. BARRICADES, SIGNS, FENCES, AND SIMILAR SAFETY AND WARNING DEVICES - shall be provided by others as required in order to insure the protection of the public at large as well as employees of the Contractor and all Sub-Contractor employees.

a. The first order of work shall be the distribution of public notices by the Contractor well in advance of the work. Public notification(s) shall be sent by the Contractor to all affected residents, utility companies, school districts, fire districts, police/sheriff and various governmental agencies directly involved in this project. Barricades, signs, fences, and similar safety and warning devices shall be provided as required in order to insure the protection of the public as well as employees.

b. All signs and other warning devices (including construction and warning signs placed beyond the limits of work), shall be provided by the Contractor, and shall remain his/her property after the completion of the contract. All flaggers shall be provided by the Contractor at his/her expense. Flaggers shall be properly equipped and trained in accordance with "Instructions to Flaggers," published by the California Department of Transportation.

- c. Barricades, Guard Lights and Traffic Control shall include furnishing all labor (including flaggers and detours, when necessary), materials and equipment necessary to provide for the convenience and safety of the public and to facilitate the performance of the contract work as shown on the plans and specified herein. Full compensation for complying with the above provisions shall be considered as included in the contract price for the various bid items and no separate payment will be made.
- d. Any and all traffic control shall conform to the existing permits, County of Marin, CalTrans and any other local/state jurisdiction requirements.

Submittals:

A. Submit the following reports directly to District:

1. List of individual and Superintendent for project
2. Estimated Project Schedule
3. Contractor Quality Control Plan, including cleaning of tools and equipment used to avoid spreading any disease or spreading spores and or other vegetation from one area to another area
4. Contractor's Equipment List
5. Daily Reports to be submitted weekly of work performed on all facilities
6. All applicable inspections and certifications for all equipment if required
7. List of all Sub Contractors if utilized
8. Any substances to be applied to any areas within the BMKCSD by the Contractor

B. Administrative submittals: Refer to other Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to:

1. Contract Agreement
2. Certificate of Liability Insurance
3. Invoices for Payment(s) including but may not be limited to
 - a. Daily Reports on work performed
 - b. Lien releases (if materials are purchased)
 - c. Written Corrective Action Reports on any work that was not performed to the satisfaction of the BMKCSD.

Measurement & Payment:

- A. The unit or lump sum prices for all items in the proposal shall be full compensation for the work specified and shall include the cost of furnishing all supervision, materials, labor, tools, and equipment and all work and expenses incidental to and necessary to complete the work in accordance with the drawings and specifications.

PROPOSAL
FOR THE
Bel Marin Keys Community Services District Landscaping
Services 2025-2028 for Existing Facilities

Dear District:

The undersigned, as a bidder, declares that he/she has carefully examined the location of the proposed work, the proposed form of Agreement, and Contract Documents, and he/she proposes and agrees that, if this proposal is accepted, he/she will contract with the District to provide all necessary machinery, tools and apparatus, to do all the work and furnish all the materials specified in the Contract Documents in the manner and time therein set forth required to complete the

Bel Marin Keys Community Services District Landscaping
Services 2025-2028 for Existing Facilities

The work to be performed pursuant to this Proposal shall be in strict conformity with the Contract Documents prepared therefore by the District, copies of which are on file in the office of the District, which Contract Documents are hereby made a part thereof, and incorporated by this reference as if fully set forth herein.

The bidder proposes and agrees to contract with the District to furnish and perform all of the above described work, for the following prices as set forth in and provided for **Exhibit A**.

A breakdown of the prices is attached hereto marked Exhibit "A", incorporated by this reference.

District reserve the right to add or delete items from this list. The price of the contract shall be adjusted accordingly. The price set forth herein includes any and all costs and expenses of whatever source or nature for the work to be performed pursuant to the terms and conditions of the Contract Documents.

If awarded the contract, the undersigned hereby agrees to sign said contract without any changes within two (2) days after being requested to do so by the District.

The undersigned has examined the location of the proposed work and is familiar with the Contract Documents and the local conditions at the place where the work is to be done.

The undersigned has checked carefully all of the above figures and understands that the District will not be responsible for any errors or omissions on the part of the undersigned in making up this proposal.

The undersigned hereby certifies that this proposal is genuine, and not sham or collusive, or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham proposal or any other person, firm or corporation to refrain from bidding and that the undersigned has not in any manner sought by collusion to secure for himself or herself an advantage over any other bidder.

The undersigned has satisfied him/herself by personal examination of the location of proposed work, and by such other measures as they may prefer, as to the actual conditions and requirements of the work, and shall not, after submission of the proposal, dispute, complain or assert that there was any misunderstanding in regard to the nature or amount of the work to be done.

Contractor acknowledges receipt of Addenda Nos. _____ Through _____.

Contractor: _____

Signature: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

Dated this _____ day of _____, 2025

NOTE: Bidders must hold current licenses as required under the laws of the State of California.

**EXHIBIT "A" – LANDSCAPE MAINTENANCE
The Bel Marin Keys Community Services District
Landscaping Services 2025-2028 for Existing Facilities**

BID ITEM 1 – MOWING AND BLOWING AREAS AS DESIGNED AND DEPICTED

Description	Unit	Unit Price (\$)	Extended Amount (\$)
A. Mow, Edge, Rake and blow all lawn areas, clean all adjacent areas of debris	Weekly (52)		
B. Blow, pick up debris on all boat ramps, locks and open space sidewalks	Weekly (52)		
C. Blow, pick up debris BMKCSD Community Center and parking lot	Weekly (52)		
D. Blow, pick up debris on Montego Park Tennis Court and Bocce Court ¹	Weekly (52)		
E. Reset mulch, decorative rocks all areas	Weekly (52)		

BID ITEM 2 – TREE MAINTENANCE (12' AND BELOW ON ALL TREES)

Description	Unit	Unit Price (\$)	Extended Amount (\$)
A. Prune bushes/trees in parks and open spaces including BMKCSD Community Center.	Weekly (52)		

¹ Planned for Completion Fall of 2019

NO pedestrian walkways are to have overhanging branches (3' above line of sight is considered out of compliance) or ground cover on walkways and tactile paving			
B.Treat Signs of Disease or Infestation	Per Tree	To be Negotiated	N/A
OPTIONAL C.Remove Downed, Diseased, overhanging or crossing braches	Per Tree	To be Negotiated	N/A

BID ITEM 3 – HEDGE AND BUSH MAINTENANCE

Description	Unit	Unit Price (\$)	Extended Amount (\$)
A.Prune hedges and bushes in parks and open spaces including BMKCSD Community Center	Weekly (52)		
B.Trim Oleander Hedge along Bel Marin Keys Blvd	(4) times per year		

BID ITEM 4 – GROUND COVER

Description	Unit	Unit Price (\$)	Extended Amount (\$)
A.Prune back ground cover, overhanging, maintenance (debris, weeds)	Weekly (52)		
B.Trim Ice Plants along Bel Marin Keys Boulevard	Weekly (52)		

BID ITEM 5 – FERTILIZER/WEED CONTROL

Description	Unit	Unit Price (\$)	Extended Amount (\$)
A.Fertilize all Lawn Areas	(2) times per year		
B.Application of Weed Control Chemicals ²	(2) times per year		
OPTIONAL C.Removal of Weeds	Hourly Rate/As Requested		N/A

BID ITEM 6 – IRRIGATION SYSTEMS

Description	Unit (Lump Sum)	Unit Price (\$)	Extended Amount (\$)
A. Check/review irrigation systems	Weekly While doing maintenance		
B.Test Drip Heads/Adjust valves and controllers for water management	(2) times per month		

BID ITEM 7 – TRASH REMOVAL

Description	Unit (Lump Sum)	Unit Price (\$)	Extended Amount (\$)
A.Remove trash from garbage cans from all facilities/place new liner in refuse can	Weekly (52)		
B.Remove trash inside the moats on Bel Marin Keys Boulevard ³	Weekly (52)		
C.Remove trash and restock all pet stations (18) disposal bags	Weekly (52)		

² As approved by the BMKCSD as a submittal by Contractor

³ Shoreline within moat is included

BID ITEM 8 – ADDITIONAL LABOR TO SUPPORT DURING GROWING SEASON/WEED CONTROL APRIL 1ST TO SEPTEMBER 30TH

Description	Unit (Lump Sum)	Unit Price (\$)	Extended Amount (\$)
A. On Site actual labor/crew size increase to four (4) personnel. Price only the ADDITIONAL cost to increase staff on site from 3 to 4	Weekly (26)		

OPTIONAL BID ITEM 9 – MISCELLANEOUS

Description	Unit (Lump Sum)	Unit Price (\$)	Extended Amount (\$)
OPTIONAL A. Replace/Install Mulch in Planted Areas	Cubic Yard		
OPTIONAL B. Replace/Install Engineered Bark/Chips in Playground Areas (soft-fall or equal) compact as needed	Cubic Yard		

INFORMATIONAL BID ITEM 1 – HOURLY CHARGES

Description	Unit (Lump Sum)	Unit Price (\$)	Extended Amount (\$)
A. Provide standard hourly rate sheet for any and all additional services provided	One	To be provided as attachment to proposal	n/a

PROJECT SCHEDULE FOR

**Bel Marin Keys Community Services District Landscaping Services
2025-2028 for Existing Facilities**

(Use additional sheets as necessary)

LIST OF SUB-CONTRACTORS

**Bel Marin Keys Community Services District Landscaping Services
2025-2028 for Existing Facilities**

Any person making a proposal or offer to perform the work, shall in his or her proposal or offer, set forth: (a) The name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime Contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the primary Contractor specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime Contractor's total proposal; (b) The portion of the work which will be done by each such subcontractor under this act. The prime Contractor shall list only one subcontractor for each such portion as defined by the prime Contractor in his or her proposal.

Any item of work, which does not set forth a designated Sub-Contractor will be done by the Prime Contractor.

Name & Address

Portion of Work

(Prime Contractor)

Signed by: _____
Title : _____

BIDDER CERTIFICATIONS

Bel Marin Keys Community Services District Landscaping Services 2025-2028 for Existing Facilities

1.01 GENERAL

A. The undersigned Bidder certifies to the District, as set forth in sections 1 through 4 below.

1. **Certificate of Non-Discrimination**

By my signature hereunder, on behalf of the Bidder making this Bid, the undersigned certifies that there will be no discrimination in employment with regard to race, color, religion, gender, sexual orientation, or national origin; that all federal, state, and local directives and executive orders regarding non-discrimination in employment will be complied with; and that the principle of equal opportunity in employment will be demonstrated positively and aggressively.

2. **State of Convictions**

By my signature hereunder, I hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a Federal Court has been issued against Bidder within the past two years because of failure to comply with an order of a Federal Court or to comply with an order of the National Labor Relations Board.

3. **Previous Disqualifications**

By my signature hereunder, I hereby swear, under penalty of perjury, that the below indicated Bidder, any officer of such Bidder, or any employee of such Bidder who has a proprietary interest in such Bidder, has never been disqualified, removed or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or a safety regulation except as indicated on the separate sheet attached hereto entitled "Previous Disqualifications." If such exceptions are attached, please explain the circumstances.

4. **Certification of Workers Compensation Insurance**

By my signature hereunder, as the Contractor, I certify that I am aware of the provisions of Labor and Labor Relations of the General Laws of California which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that law, and I will comply with such provisions before commencing the performance of the Work of this Contract.

1.02 INSURANCE VERIFICATION

The undersigned Bidder Certifies that he has the following insurance coverage:

1. **Workers' Compensation:**

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

2. **General Liability:**

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

3. **Automotive Liability:**

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

4. **Excess Liability (if applicable):**

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

B. Additional endorsements to insurance are required for the following coverages:

1. Additional Insured:

It is hereby understood and agreed that Additional Insured for General Liability and Auto Liability Coverage shall include: The District, its Board, commissions, committees, boards, officers, employees, and agents as additional insured as respects to work done by Named Insured.

2. Waiver of Subrogation:

All policies of insurance pertaining to the Work and held of obtained by the CONTRACTOR and each Subcontractor, whether required by this Contract or not, shall state that the underwriters or insurers waive their transfer of rights of recovery (waiver of subrogation) as to any claims against the COMPANY, its subsidiaries, joint ventures and affiliates and its and their officers, directors, agents, employees and invitees for bodily injury, death, losses of damages covered by such policies.

3. Primary Coverage

With respect to claims arising out of the operations of the Name Insured, such insurance as afforded by the policy is primary, and is not additional to or contributing with any other insurance carried by or for the benefit of the above Additional Insureds.

4. Cross Liability/Severability of Interest

The naming of more than one person, firm or corporation as insured under this policy shall not, for that reason alone, extinguish any rights of the insured against another, but this endorsement, and the naming of multiple insureds, shall not increase the total liability of the Company under this policy.

5. Notice of Cancellation for General Liability and Auto Liability:

It is understood and agreed that in the event of cancellation of or reduction in the policy for any reason, including non-payment of premium, 30 days written notice will be sent to the District.

1.03 RELEVANT EXPERIENCE

A. List Bidder's comparable projects completed by Bidder in the last three years, with Owner contact information. (Attach separate sheets if necessary)

B. List any project(s) where Bidder has been default terminated by any Owner or has been involved in arbitration/litigation with an Owner on any work performed by Bidder. Provide Owner contact information.

BIDDER CERTIFIES, UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND AUTHORIZES THE BMKCSO ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.

BIDDER: _____
(COMPANY NAME)

BY: _____ TITLE _____
NAME

BY: _____ DATE _____
SIGNATURE

AGREEMENT

Bel Marin Keys Community Services District Landscaping Services 2025-2028 for Existing Facilities

The Bel Marin Keys Community Services District (the "District") and Coast Landscape Management, hereinafter referred to as "Contractor", for the consideration hereinafter stated, hereby agree as follows:

1. **PROJECT.** Contractor shall perform everything required to be performed, shall provide and furnish all of the labor, equipment, materials, and tools to perform, for a period of one year (365) calendar days after the NOTICE OF AWARD, which is anticipated to be given no later than May 20, 2025 for the following work:

The Bel Marin Keys Community Services District Landscaping Maintenance Services 2025-2028 for Existing Facilities, Novato, CA 94949

in strict accordance with the Contract Documents pertaining thereto and signed by the District Manager on behalf of the District, which Documents are incorporated herein and made a part of this Agreement as if herein fully set forth. Subject to all authorized modifications.

2. **CONTRACT AMOUNT.** District shall pay to Contractor, as full consideration for the faithful performance by Contractor of the aforementioned work, justly due and owing from work performed as set forth herein the amount computed in accordance with Contractor's accepted Proposal dated May 20, 2028, which accepted Proposal is incorporated herein by reference thereto as if herein fully set forth under the schedule of values as set forth therein.
3. **SUPERVISION.** All of the work to be done shall be done under the direction and supervision of, and to the approval of, District or its authorized representative, and the work shall be done in the best workmanlike manner, conforming strictly to the provisions of the specifications and or plans made thereof.
4. **COMPLIANCE WITH LAWS.** (a) Contractor shall comply with all applicable provisions of the California General Laws inclusionary of any and all Labor and Labor Relations Statutes.

Before the Agreement between District and Contractor is entered into, Contractor shall submit written evidence that it and any subcontractors have obtained for the period of the Contract full Workers' Compensation

insurance coverage for all persons whom they employ or may employ in carrying out the work under this Contract. This insurance shall be in accordance with the requirements of the most current and applicable state Workers' Compensation insurance laws. The Contractor in signing this Agreement certifies to District as true the following statement:

I am aware of the provisions of California General Laws, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

5. PERFORMANCE STANDARDS. The Work must be performed and completed in accordance with all requirements of law and no Work shall be undertaken until Contractor has been issued all required permits from all applicable municipal, state and federal governmental bodies. "Completion" of the Work includes obtaining all certificates, or amendments of existing certificates, as the case may be, which relate to the performance of the Work. Unless otherwise specified in this Agreement, the Work must be performed in a good and workmanlike manner and in accordance with the best modern practice and with materials and workmanship of the highest quality. Contractor shall check and verify all dimensions, grades, and levels before commencement of performance and whenever necessary during the progress thereof.
6. PAYMENTS. District shall pay the Contractor for complete and accepted performance of the Work, subject to additions and deductions by written, authorized, Change Orders. The Contractor agrees to provide with each invoice, lien waivers sufficient to discharge any liability from the District to Contractor for any materials that may have been purchased to perform Contractors work. Each request for payment application must be approved by the District and will not be considered as submitted until the District and Contractor agree to unit quantities and workmanship and quality of work covered by the invoice. Once District has received the approved request for payment application, District shall process the Contractor's invoice and pay Contractor any undisputed amount within thirty (30) calendar days from the date of receipt of a complete application for payment from Contractor. It is further understood and agreed by the parties hereto that Contractor in the performance of its obligations hereunder, is subject to the control and direction of District as to the designation of tasks to be performed and the results to be accomplished by the Services agreed to be rendered and performed under this Agreement, but not as to the means, methods, or sequence used by Contractor for accomplishing such results. TO the extent that o Contractor obtains permission to, and does, use District facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Contractor sole discretion based on the Contractors

determination that such use will promote Contractor efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the District does not require that Contractor use District facilities, equipment or support services or work in District locations in the performance of this Agreement.

7. **FACILITY.** The Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the Work any unfit person or anyone not skilled in the assigned task. The Contractor at all times shall keep the Facility free from accumulation of waste materials or rubbish caused by its operations. At the completion of the Work, it shall remove all its waste materials and rubbish from and about the Facility as well as its tools, construction equipment, machinery and surplus materials. The Contractor shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work, the safety of persons and property and their protection from damage, injury, or loss. Contractor shall provide repair response within twenty-four (24) hours of request by District during the course of performance of the Work under this Agreement for any repair work that has been poorly performed or any work that results in either consequential or actual damage to any property associated with the Contractor's operations.
8. **STORAGE OF MATERIALS.** Materials and equipment shall be stored in a neat and orderly manner at locations designated by the District, taking all necessary precautions to prevent fire hazards and spontaneous combustion and to conform to the requirements of all applicable regulatory agencies and insurance policies.
9. **EQUIPMENT AND MATERIALS.** Contractor shall furnish all labor, tools, scaffolding, ladders, equipment, supplies and materials required in performing all Work under this Agreement. District assumes no liability or responsibility for the care, safety, or preservation of any tools, machinery, equipment, material or supplies and all risks thereof are assumed by Contractor. **SAFETY PROCEDURES.** Contractor shall at all times take all necessary and customary precautions in introducing and maintaining safety measures to protect the persons and property of others on or adjacent to the Work site against all damage, loss, or injury resulting from the Work involved under this Agreement. Contractor shall comply with any site specific safety plans for the individual project properties. Protective arrangements will be taken in all instances to prevent Work operations from in any way damaging the premises or any personal property or any other work or operations, and from causing or allowing any pollution to leak, flow, or escape into any waterway or sewer. Contractor's obligation to protect shall include the duty to provide, place, and adequately maintain at or about the Worksite suitable and sufficient guards, lights, barricades, and enclosures. Contractor shall

dispose of all hazardous materials used or produced in connection with this Agreement in the manner required by law.

10. **PERMITS AND TAXES.** The Contractor shall pay any and all federal, state, and municipal taxes for which the Contractor may be liable in carrying out this Agreement.
11. **ABANDONMENT; INCREASE.** All Work shall be performed according to a mutually agreed upon schedule. The suspension of work by the Contractor for any reason (other than the sole fault of the District) which exceeds four hundred and eighty hours (480) hours shall be deemed abandonment of by the Contractor, and the District shall have available any and all remedies, including but not limited to substitute performance and termination of this agreement.
12. **GUARANTY.** Except as otherwise may be provided herein, Contractor hereby expressly guarantees for two (2) full years from the date of the final completion of applicable work under this Agreement and acceptance thereof by District, to repair or replace any part of the work performed hereunder which constitutes a defect resulting from the use of inferior or defective materials, equipment or workmanship. If, within said period, any repairs or replacements in connection with the work are, in the opinion of the District, rendered necessary as a result of the use of inferior or defective materials, equipment or workmanship, Contractor agrees, upon receipt of notice from District, and without expense to District, to promptly repair or replace such material or workmanship and/or correct any and all defects therein. If Contractor, after such notice, fails to proceed promptly to comply with the terms of this guarantee, District may perform the work necessary to effectuate such correction and recover the cost thereof from Contractor or his sureties. Any and all other special guarantees which may be applicable to definite parts of the work under this Agreement shall be considered as an additional guarantee and shall not reduce or limit the guarantee as provided by Contractor pursuant to this paragraph during the first year of the life of such guarantee.
13. **INDEMNIFICATION.** Contractor hereby agrees to indemnify and save harmless District, its Board, officers, boards, commissions, agents and employees (collectively, Indemnitees") of and from any and all claims, suits or actions of every name, kind and description which may be brought against Indemnitees, or any one of them, by reason of any injury to or death of any person or damage suffered or sustained by any person or corporation, caused by, or alleged to have been caused by, any act or omission to act, negligent or otherwise, of Contractor, its officers, agents or employees in the performance of any work required of Contractor by the Contract Documents.

14. INSURANCE. Contractor, at its sole cost and expense, shall acquire and maintain in full force and effect throughout the term of this Agreement Workers' Compensation, employer's liability, commercial general liability, and owned, non-owned and hired automobile liability insurance coverage relating to Contractor's Work to be performed hereunder covering District' and Department's respective risks, as their interest may appear, in form subject to the approval of the District. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event shall be as follows:

Insurance Category	Minimum Limits
Workers' Compensation	Statutory minimum and endorsement
Employer's Liability	\$1,000,000.00 per accident for bodily injury or disease.
Commercial General Liability	\$2,000,000.00 per occurrence for bodily injury, personal injury and property damage.
Excess Liability (Umbrella)	\$2,000,000.00 per occurrence for bodily injury, personal injury and property damage.
Automobile Liability	\$1,000,000.00 per accident for bodily injury and property damage (coverage required to the extent applicable to Contractor's vehicle usage in performing work hereunder).

Any deductibles or self-insured retentions must be declared to, and approved by District. At the option of District either Contractor's insurer shall reduce or eliminate the deductibles or self-insured retentions with respect to District, its Board, commissions, boards, committees, officers, agents and employees, or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Concurrently with the execution of this Agreement, Contractor shall furnish District with certificates of the insurance required hereunder and, with respect to evidence of commercial general liability automobile liability and fire insurance coverage, original endorsements:

- (a) Precluding cancellation or reduction in coverage before the expiration of thirty (30) days after District shall have received written notification of cancellation or reduction in coverage first class mail.
- (b) Providing that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with

respect to the limits of the insurer's liability (cross liability endorsements);

- (c) Naming District, its Board, commissions, boards, committees, officers, employees and agents as additional insured's; and
- (d) Providing that Contractor's insurance shall be primary insurance relating to Contractor's work hereunder with respect to District, and further providing that any insurance or self-insurance maintained by District shall not be excess of Contractor's insurance and shall not be contributory with it.

15. **TIME DELAYS.** If the Contractor is delayed in the performance of the Work due to changes ordered in the Work by the District or, by labor disputes, fire, unusual delay in transportation, unavoidable casualties, certified natural disasters, then the contract time may be extended by a Change Order for such reasonable time as both parties have mutually agreed upon. Contractor agrees, as a special inducement to the District, to make no claim for damages for delay in the performance of this Contract occasioned by the District act, or omission to act, or anyone acting on the District' behalf; and Contractor agrees that any claim for delays by the District shall be fully compensated for by an extension of time to complete performance of the Contract Work.

16. **PAYMENT OF MATERIALMAN AND LABORERS.** The Contractor shall make prompt payment of all claims for labor performed and materials furnished, used or consumed in the Work, including without limitation fuel, lumber, building materials, machinery, vehicles, tractors, equipment, fixtures, apparatus, tools, appliances, supplies, electric energy, gasoline and other motor oil, lubricating oil and greases, and the premiums for Worker's Compensation insurance. Contractor shall indemnify and hold District harmless for any and all losses or expenses from any and all mechanic's or material man's liens from being filed on any District' Property. Should any mechanic's liens or materials man's liens be filed by Contractor agrees to have any and all releases cleared and satisfied prior to any payments being released. The District shall, in its discretion notify Contractor and or Contractor's representative of any lien and require Contractor to release liens as a condition precedent to further monthly progress payments.

17. **PAYMENTS AND COMPLETION.** Any payment not made when duly due and owing to the Contractor shall bear interest at the rate of seven percent (7%) per annum from the date on which said amount is found to be due and payable until the date, which it is paid. Payments may be withheld on account of (1) Work defects not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to sub-Contractor's or for labor, materials or equipment, (4) damage of the District' property

or neighboring property, or (5) failure to carry out the Work in accordance with this Agreement or any other breach of this Agreement.

18.CHANGE ORDERS. (a) Contractor understands that the District may modify or change the details of the prescribed work so as to require the performance of extra Work. All change orders or modifications to the Agreement shall be in writing, signed by the Contractor and the District. If any changes are made, Contractor will perform the same but only after receiving a written order for such performance from the District, it being understood by Contractor that under no circumstances shall any extra Work be performed unless and until such written order is given to Contractor by the District. For any such extra Work performed, Contractor shall be compensated by the District at the unit prices set forth in the Contract Documents, or for unspecified items shall be negotiated by the District and Contractor in a commercially reasonable amount at the time the Change Order is signed. The District may at its election omit items from the Contract Work whenever the District deems it advisable to do so. And if the District shall notify Contractor of such omission, the omitted Work shall not be performed and there shall be deducted from the Contract price at the stated amounts set forth in the Contract Documents or for unspecified items, a commercially reasonable amount at the time the Change Order is signed to compensate for the omission. **For additional work request the Contractor shall provide sufficient backup breaking out labor, materials, overhead and profit individually.**

If any dispute shall arise at any time on a claim by Contractor that an item of Work is not Contract Work but extra Work, Contractor shall nevertheless perform the same if directed to do so by the District. However, to preserve Contractor's right to claim extra compensation for the disputed Work, Contractor must, prior to the commencement of the disputed Work, notify the District in writing that Contractor is performing the same under protest. The same procedure shall prevail as to any dispute as to a deduction for omitted Work (or as the case may be, to sustain Contractor's contention as to the appropriate compensation for extra Work that is not disputed to be an "extra" as long as the Contractor so notifies the District prior to commencement of the "extra") the notice in that circumstance to be given no later than ten (10) days after the tender of payment by the District to Contractor of the reduced amount (failing such written protest, it shall be deemed that Contractor has acquiesced to the District' contention that the Work is not extra but Contract Work or that the reduction (or amount of compensation for a non-disputed "extra" is correct, as the case may be). The giving of the protest provided for above, and giving it timely, are express conditions precedent to maintaining any remedial procedure, whether arbitration or otherwise, pertaining to Contractor's claim.

19. WARRANTIES AND CORRECTION OF WORK. Contractor warrants materials and workmanship to be in compliance with all applicable codes, ordinances and laws, constructed according to sound construction standards, in a workmanlike manner, and to be free from defects and liens at the time of performance. Contractor shall promptly perform such work and supply such materials necessary to correct, at its own expense, defects in materials and workmanship, and any Work failing to conform to the Agreement. In the event that Contractor fails to perform any Warranty Work within ten (10) days of written notice by the District, or in the event that performance is not possible within such time period because of weather or other unavoidable delays and if the Contractor fails to provide a written undertaking to the District to perform such Warranty Work within a specific time period after notice, then the District shall be entitled to contract for the repairs or replacement of the defective work with a third party and Contractor agrees to reimburse the District for the costs of such Warranty Work promptly upon demand, together with interest at the rate provided herein on any sums unpaid under the Agreement and all costs of collection, including reasonable attorney's fees, if such reimbursement is not made within thirty (30) days of written demand therefore by the District.

T. TERMINATION FOR CONVIENCE. The District may terminate for its convenience, performance of work under in whole or, from time to time, in part if the District determines that a termination is in the District's interest. The District shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date. After receipt of a Notice of Termination, and except as directed by the District or District Engineer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this provision. Stop work as specified in the notice. Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract. Terminate all subcontracts to the extent they relate to the work terminated. With approval or ratification to the extent required by the District Engineer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause. The District shall be obligated to pay the Contractor for work in place and performed and Contractor agrees that District's responsibility regarding the subject contract shall be limited only to work in place and actually performed and the Contractor waives any rights or claims against the District for consequential damages should this agreement be terminated by the District for its Convenience.

20. **COOPERATION WITH DISTRICT MANAGER.** Contractor understands and agrees that the District has a District Manager who will coordinate and administer the work contained herein. Contractor agrees to fully cooperate with the District Manager or any other such person or organization with regard to such oversight as the District may prescribe.

21. **DEFAULT AND TERMINATION.** The following shall be considered to be Events of Default under the Contract:

- (a) Contractor's failure to complete all Work in accordance with the schedule provided for in the Agreement;
- (b) Contractor's failure to perform the Work described in the Agreement in accordance with the scope of services and specifications provided;
- (c) The dissolution, termination of existence, insolvency, or business failure of the Contractor;
- (d) The appointment of a receiver for any property belonging to Contractor;
- (e) Contractor's making of an assignment for the benefit of creditors, or the commencement of proceedings under a bankruptcy or insolvency law by or against the Contractor;
- (f) The failure of the Contractor to obtain or maintain any insurance coverage required under the contract; and
- (g) Contractor's failure to comply with any of the Agreement terms as set forth in the specifications plans and permits required.

If an Event of Default is not corrected or remedied within five (5) working days of written notice of such default, then the District shall be entitled to terminate this Agreement without further notice. In such event, the District shall be entitled to contract for the completion of the Work to be performed under the Agreement by a third party and Contractor shall be responsible for all extra costs and damages incurred by the District.

22. **NOTICES.** Notices to be given under this Agreement shall be in writing and may be personally delivered or sent by United States mail, first class postage prepaid, addressed to the respective party at the address set forth above, or to such other addresses that the parties shall designate in writing from time to time. Notices shall be deemed given when personally delivered or three (3) business days after mailing.

23. **CAPTIONS.** Any captions to or headings of the sections, paragraphs or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement and shall not be used for the

interpretation or determination of the validity of this Agreement or any provision hereof.

24. **INCONSISTENCIES.** To the extent that any term or provision of the Contractor's Proposal is inconsistent with any term or provision contained in this document, the terms and provisions contained in this document shall supersede and control this Agreement. To the extent that any term or provision in this agreement is found to be void or unenforceable, nevertheless any and all remaining terms shall remain in full force.
25. **DEFINITIONS.** Terms and phrases, which are defined in any part of this Agreement, shall have the defined meanings wherever used throughout this Agreement. The terms "hereunder" and "herein" and similar terms used in this Agreement shall refer to this Agreement in its entirety and not merely the article, section, sub-section, paragraph or sub-paragraph in which they are used.
26. **STATE LAW.** This Agreement and its application shall be governed by the laws of the State of California.
27. **ENTIRE AGREEMENT; INTEGRATION.** This Agreement supersedes any and all other Agreements, either oral or in writing, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by either party or anyone acting on behalf of any party to this Agreement, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. Failure of any party hereto at any time to require performance by the other party of any provision of this Agreement shall not affect the right of such party to require performance of that provision, and any waiver by any party of any breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under this Agreement. This Agreement may be executed in any number of counterparts by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to an original and all of which counterparts of this Agreement, taken together, shall constitute but one and the same instrument. Neither Contractor nor District shall assign, sublet or transfer any rights under or interest of this Agreement (including, but without limitation, moneys that may become due or moneys that are due) without the prior written consent of the

other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Contractor and District each is hereby bound, and the partners, successors, approved assigns, executors, administrators, and legal representatives of each are hereby bound to the other party to this Agreement and to the partners, successors, approved assigns, executors, administrators, and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

The documents listed below are part of the Contract Documents and are incorporated by this reference as if fully set forth herein. Contractor shall pay particular attention to any and all mitigation measures set forth in the permit documents and shall comply with same.

- A. Scope of Work
- B. Addendums
- C. Notice of Award
- D. Agreement
- E. Insurance Certificates

28. **UNDISPUTED PAYMENTS.** The acceptance by Contractor of an undisputed payment made under the terms of the Contract shall operate as, and shall be, a release to District, and their duly authorized agents, from all claim of and/or liability to Contractor arising by virtue of the Contract related to those amounts. Disputed contract claims in stated amounts may be, specifically excluded by Contractor from the operation of the release.

29. **SUBSTITUTION OF SECURITIES.** The Contractor may substitute securities for the amounts retained by the District to ensure performance of the Contract in a form acceptable to the District(s).

30. **STATEMENT UNDER PENALTY OF PERJURY.** The representations made herein, including the offeror's licensing information hereinafter furnished, are made under penalty of perjury. The undersigned understands that any proposal not containing said licensing information, or containing any information, which is subsequently proven false, shall be considered non-responsive, and shall be rejected by District.

31. **UNENFORCEABILITY.** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that

all other provisions of this Agreement have force and effect and shall not be affected thereby.

32. FORCE MAJEURE. Either party's performance under this agreement is subject to acts of God, war (declared or undeclared), government regulation, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, or similar occurrence beyond the party's control, making it impossible, illegal or commercially impracticable for one or both parties to perform its obligations under this agreement, in whole or in part. Either party may terminate this agreement without liability for any one or more of such reasons upon written notice to the other party within ten (10) days of such occurrence or receipt of notice of any of the above occurrences.

33. AUTHORIZATION. Each party by signing below hereby warrants that they are fully and duly authorized to enter into this agreement, do so freely and have read and understand the conditions and terms set forth herein along with any and all other documents forming the Contract Documents.

IN WITNESS WHEREOF, the respective parties hereto have hereinto set their hands and seals the day _____ of _____, 2025.

BEL MARIN KEYS COMMUNITY SERVICES DISTRICT

ATTEST:

BY: _____
(Name)

BY: _____

District Manager

Board of Directors, President

THE CONTRACTOR

ATTEST:

BY: _____
(Name)

(Title)

2025

**BEL MARIN KEYS
LANDSCAPE MAP**

Parks:

- Montego #1 (irrigation)
- Hudson #2
- Caribe #3 (irrigation)
- Sunset #4 (irrigation)
- Cavalla #5 (irrigation)
- Del Oro #6 (irrigation)
- Bahama #7/8

Office #9 (irrigation)

Ramps:

- Calypso # 24
- Dolphin #20
- Bahama #27/28

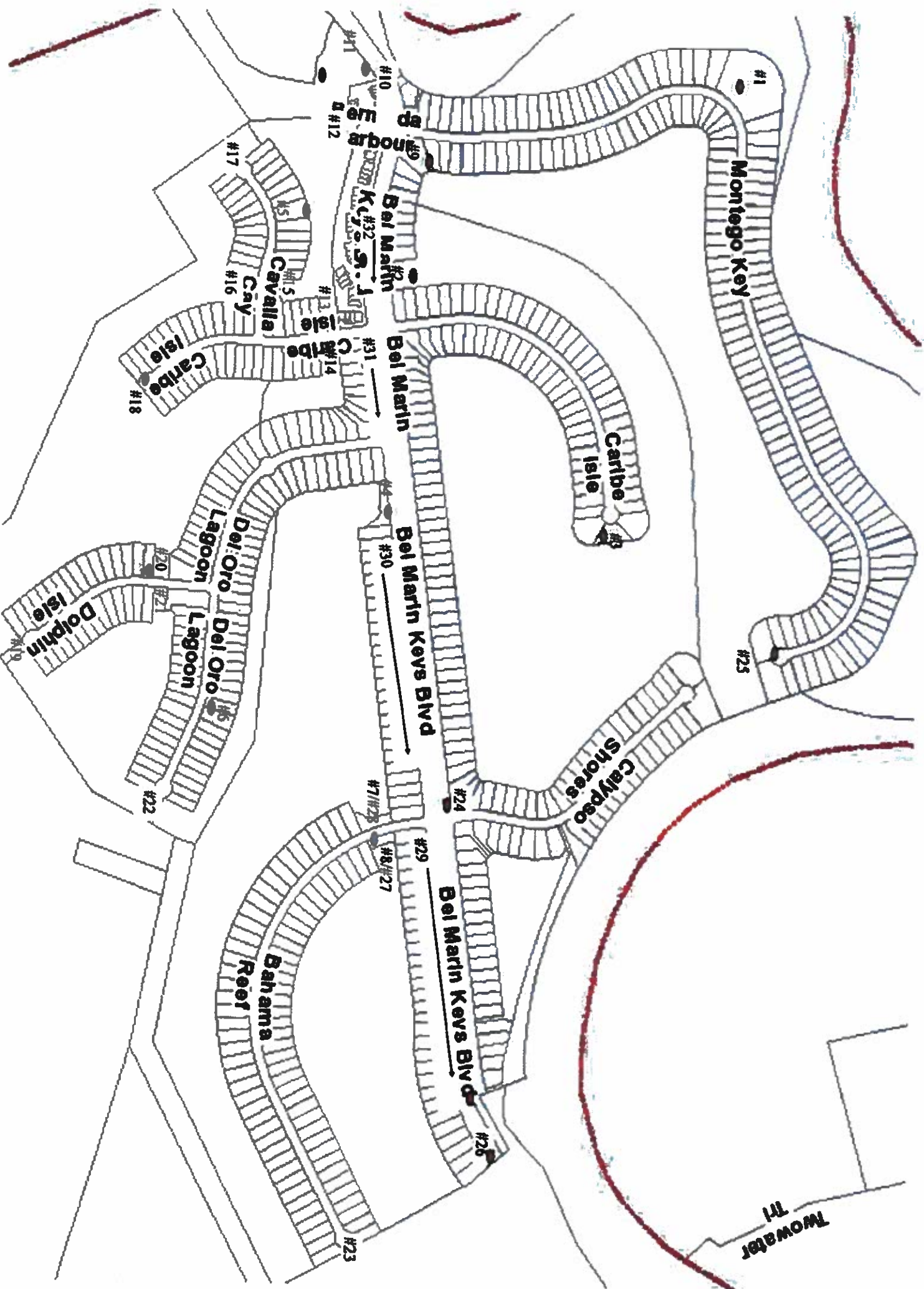
Locks:

- North #25
- South #26

Pet stations (18):

● = Open space/cul-de-sacs:

- #10 (irrigation), #11 (irrigation), #12, #14, #15, #16, #17, #18, 19, #20, #21, #22, #23, #29, #30, #31, #32



Twowater
TH

**CALIFORNIA STATE LANDS
COMMISSION**

100 Howe Avenue, Suite 100-South
Sacramento, CA 95825-8202



Established in 1938

GRACE KATO, Acting Executive Officer

916.574.1800

TTY CA Relay Service: **711** or Phone **800.735.2922**

from Voice Phone **800.735.2929**

or for Spanish **800.855.3000**

Contact Phone: (916) 574-1900



March 3, 2025

File Ref: Lease 5307

First Notice

Bel Marin Keys Community Services District
4 Montego Key
Novato CA 94947

Subject: General Lease – Public Agency Use of Sovereign Land, located in the mouth of Petaluma River, Marin County, for spoil markers.

Dear Lessee:

A review of our records indicates that the above-referenced General Lease No. PRC 5307 will expire on March 31, 2026. If you still intend to occupy or use the lands in question, you will need to obtain a new lease from the State Lands Commission (Commission) prior to the expiration of this lease.

We encourage you to submit an application as soon as possible to allow sufficient time to complete the application process, conduct any required environmental review, and negotiate a new lease. The lease application is available on our website at <https://oscar.slc.ca.gov/>. Information regarding the lease application is available at <https://www.slc.ca.gov/leases-permits/>.

We appreciate your cooperation in this matter and look forward to receiving your application. If you have any questions, please contact George Asimakopoulos, Public Coordinator, at (916) 574-0990 or George.Asimakopoulos@slc.ca.gov.

Sincerely,

Vicki Caldwell, Public Land Manager
Land Management Division

Lisa Lue

From: Lisa Lue
Sent: Friday, March 28, 2025 11:32 AM
To: George.Asimakopoulos@slc.ca.gov
Subject: RE: File Ref: Lease 5307 General Lease - Public Agency Use of Sovereign Land

Hello George,

I received this letter regarding General Lease No. PRC 5307.

Unfortunately, I can not find any documentation in our office regarding this lease.

Do you have any documentation regarding this lease and when was the lease started?
I have only been in this position for the past year.

Thank you very much for your time,

Lisa

Lisa Lue
District Manager
Bel Marin Keys Community Services District
4 Montego Key
Novato, CA 94949
415-883-4222
cell: 415-996-3907
email: lluebmkcsd.us

Accounts payable email: bmk-ap@bmkcsd.us
Front desk email: admin@bmkcsd.us

MINUTE ITEM

This Calendar Item No. C1
was approved as Minute Item
No. 1 by the State Lands
Commission by a vote of 3
to 0 at its 6/30/77
meeting.

CALENDAR ITEM

6/77
W 21171
SA
FRC 5307

C1.

PUBLIC AGENCY PERMIT

APPLICANT: Bel Marin Keys Community Services District
4 Montego Key
Novato, CA

AREA, TYPE LAND AND LOCATION: A parcel of tide and submerged land 100 feet wide extending from the mouth of Novato Creek across the mouth of the Petaluma River, Marin County.

LAND USE: Replacement and maintenance of existing spoil markers.

TERMS OF PROPOSED LEASE: Initial period: 10 years, from April 1, 1977.

CONSIDERATION: The public benefit, with State reserving the right at any time to set a monetary rental if the Commission finds such action to be in the State's best interest.

PREREQUISITE TERMS, FEES AND EXPENSES: Processing costs received.

STATUTORY AND OTHER REFERENCES:
A. Public Resources Code, Div. 6, Parts 1 & 2.
B. Administrative Code, Title 2, Div. 3, Arts. 1, 2, 6.5, 10 and 11.

OTHER PERTINENT INFORMATION:
1. The annual rental value of the site is estimated to be \$300,000.
2. An Environmental Impact Report is not required. This sea location is within the purview of Public Adm. Code 2007(a) which exempts an existing structure or facility that is in an acceptable state of repair and there is no evidence of record to show injury to adjacent property, shoreline erosion, or other type of environmental degradation.

A 3
S 2

CALENDAR ITEM NO. C1. (CONTD)

3. This project is situate on State land identified as possessing significant environmental values pursuant to Public Resources Code 6370.1, and is classified in a use category, Class C which authorizes multiple use.

Staff review indicates that there will be no significant effect upon the identified environmental values. This is an existing facility for which no adverse comments have been received.

EXHIBITS: A. Land Description. B. Location Map.

IT IS RECOMMENDED THAT THE COMMISSION:

1. DETERMINE THAT AN ENVIRONMENTAL IMPACT REPORT HAS NOT BEEN PREPARED FOR THIS ACTIVITY AS SUCH REPORT IS NOT REQUIRED UNDER THE PROVISIONS OF PRC SECTION 21085, 14 CAL. ADM. CODE SECTION 25199 ET SEQ., AND 2 CAL. ADM. CODE SECTION 2907.
2. FIND THAT GRANTING OF THE PERMIT WILL HAVE NO SIGNIFICANT EFFECT UPON ENVIRONMENTAL CHARACTERISTICS IDENTIFIED PURSUANT TO SECTION 6701 OF THE PUBLIC RESOURCES CODE.
3. AUTHORIZE ISSUANCE TO RE: MARIN KEYS COMMUNITY SERVICES DISTRICT OF A 10 YEAR PERMIT FROM APRIL 1, 1977, IN CONSIDERATION OF THE PUBLIC BENEFIT, WITH STAFF RESERVING THE RIGHT AT ANY TIME TO SET A MONETARY RENTAL IF THE COMMISSION FINDS SUCH ACTION TO BE IN THE STATE'S BEST INTEREST FOR PROTECTION AND MAINTENANCE OF EXISTING SPILL MARKERS ON THE LAND DESCRIBED AS REFERRED TO BY ACT AND BY REFERENCE MADE A PART HEREOF.

Attachment: Exhibit A

EXHIBIT "A"

W 21171

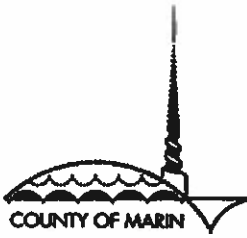
A parcel of tide and submerged land 100 feet wide extending from the mouth of Novato Creek across the mouth of the Petaluma River, Marin County, California, more particularly described as follows:

That certain channel identified by "Spoil Markers" as shown on the May, 1973 edition of the Coast Chart No. 5533 published by the U. S. Dept. of Commerce, said channel extends northeasterly 6000 feet more or less from a point near the mouth of Novato Creek having geographic coordinates of Longitude 122° 29' 16.4" and Latitude 38° 05' 43.2".

EXCEPTING THEREFROM any portion lying landward of the ordinary high water mark.

END OF DESCRIPTION

Prepared *Neil J. Hill* Checked *John J. Gammack*
Reviewed *John J. Gammack* Date *3/4/77*



DEPARTMENT OF PUBLIC WORKS

Quality, Excellence, Innovation

Christopher Blunk, P.E.
INTERIM DIRECTOR

February 26, 2025

Administration
PO Box 4186
San Rafael, CA 94913-4186
415 473 6528 T
415 473 3232 TTY
CRS Dial 711

Resident / Property Owner
Bel Marin Keys
San Rafael, CA 94903

NOTICE OF UPCOMING ROAD SEALING

Publicworks.marincounty.org

Dear Resident / Property Owner:

Accounting

The County of Marin is planning to seal roads in the Bel Marin Keys neighborhood this year as part of the 2024 Road Sealant Project: Phase 3. Attached to this letter is a map of the affected roads for this neighborhood.

Administrative Services

Airport

Pavement preservation is necessary to get the most life out of paved roads. In addition to significant cost efficiency, a pavement preservation approach requires less trucking and mining, reduces oil consumption, produces fewer greenhouse gas emissions, and causes less public inconvenience per mile than the alternative conventional approach.

Capital Projects

Certified Unified Program
Agency (CUPA)

This letter serves as notice that road sealing is planned for your road and/or roads that may impact your travel.

County Facilities

Construction Engineering

If you have planned work in the roadways that are being sealed such as sewer lateral work, increasing water service diameter, undergrounding electrical, or a new driveway connection, please begin the process now so that the work will be completed before the County begins this project. **If you have scheduling concerns, please contact us immediately.**

Disability Access

Engineering & Survey

To ensure enough time for these repairs, construction of this project won't begin before **May 26, 2025**. Additional notification will be provided when a contractor has been awarded the project and their construction schedule has been established.

Fleet Operations

Flood Control &
Water Resources

Traffic delays are expected to be under 5 minutes. If short duration driveways closures are necessary, notice will be provided 7 days in advance of the work.

Land Development

Printing Services

Procurement

After the road maintenance treatment is completed, the County will impose a moratorium of excavation to prolong the life of the pavement. While the County will allow for emergency excavation on "moratorium" streets, the work will be subject to additional street paving requirements which could add thousands of dollars to the property owner's cost for a utility project that involves excavation in the roadway. The moratorium period is a minimum of five (5) years and will last as long as the Pavement Condition Index (PCI) of the road is 70 or higher.

Radio Communications

Real Estate

Road Maintenance

Stormwater Program

Should you have any questions or concerns regarding this project, please do not hesitate to contact me by phone at 415-473-6192 or via email at Nicholas.Rothbart@MarinCounty.gov

Transportation &
Traffic Operations

Waste Management

Sincerely,
Nicholas Rothbart

Nicholas Rothbart
Engineer I

c: Rachel Calvert, Senior Civil Engineer

104

Bel Marin Keys CSD
Policy and Procedure Handbook
Edition 2025

POLICY TITLE: Adoption/Amendment of Policies
POLICY NUMBER: 1000

1000.1 Consideration by the Board of Directors to adopt a new policy or to amend an existing policy may be initiated by any Director or the District Manager. The proposed adoption or amendment shall be initiated by a Director or the District Manager by submitting a written draft of the proposed new or amended policy to the Board Chairperson, which may be submitted in person or by any communication method approved by the District, and requesting that the item be included for consideration on the agenda of the next appropriate regular meeting of the Board of Directors. Any member of the Board may place an item on a future agenda by making a formal request to the District Manager at a meeting of the Board. The District Manager will place Board items on a future Board agenda when reasonable, based on the staff time and research necessary to prepare the item for Board consideration.

1000.2 Adoption of a new policy or amendment of an existing policy shall be accomplished at a regular meeting of the Board of Directors in accordance with the District's state statutes regarding the constitution of a majority vote.

1000.3 Copies of the proposed new or amended policy shall be included in the agenda-information packet for any meeting in which they are scheduled for consideration (listed on the agenda). A copy of the proposed new or amended policy(ies) shall be made available to each Director for review at least 72 hours, per the Brown Act, prior to any meeting at which the policy(ies) are to be considered.

**Bel Marin Keys CSD
Policy and Procedure Handbook
Edition 2025**

POLICY TITLE: Association Memberships
POLICY NUMBER: 1005

Purpose: This policy sets forth the rules for membership in associations and establishes who may represent the District.

1005.1 Appropriate Memberships. To take advantage of in-service training opportunities, the District may hold membership in industry related associations. Board Members and staff may attend meetings of national, state, and local associations directly related to the purposes and operations of the District. Decisions to continue, discontinue, or add new memberships shall occur through the annual budget process.

1005.2 Appointment of Representatives. The President shall appoint Board Members as representatives and alternates, as appropriate, to serve as contacts between the District, stakeholder groups, associations and others. The representatives and alternates shall report to the Board in a timely manner on their activities involving these associations. In some cases members may be allowed certain expenses for travel based on the California IRS guidelines as what is considered reasonable and necessary for membership in such associations and this shall be determined and approved by the full Board.

1005.3 District Manager Memberships. The President may designate the District Manager as the appropriate representative or alternate in connection with memberships in any association. The District Manager may designate those associations or industry specific organizations with which his/her association is necessary or desired.

POLICY TITLE: Basis of Authority

1010.1 The Board of Directors is the legislative body and unit of authority within the District. Power is centralized in the elected Board collectively and not in an individual Director. Apart from his/her normal function as a part of this unit, Directors have no individual authority. As individuals, Directors may not commit the District to any policy, act, or expenditure unless approved by the board.

1010.2 Directors do not represent any fractional segment of the community but are, rather, a part of the body that represents and acts for the community as a whole. Routine matters concerning the operational aspects of the District are delegated to District staff members.

**Bel Marin Keys CSD
Policy and Procedure Handbook
Edition 2025**

POLICY TITLE: Board Secretary/District Manager
POLICY NUMBER: 1015

1015.1 Certain special districts may be required to have a Secretary of the Board of Directors pursuant to state law or district policy. The Board of Directors should consult its District counsel to determine whether a Secretary is required, and if not, whether it would like to have a Secretary. The Secretary or District Manager performs duties including recording of minutes and actions of the Board of Directors and certifying all actions and resolutions of the Board.

1015.2 If for any reason the President and Vice-President resign or are absent or disabled, the Secretary (District Manager) shall perform the President's duties until the position of President is filled.

1015.3 If for any reason the President and Vice-President disqualify themselves from participating in an agenda item or become partisan in the debate on any such item, the Secretary shall perform the duties of the presiding officer.

1015.4 Duties of the Secretary/District Manager

The Secretary of the Governing Board shall have the following duties:

- a) Certify or attest to actions taken by the Board when required;
- b) Sign the minutes of the Board meeting following their approval;
- c) Sign the documents as directed by the Board on behalf of the Authority, and sign all other items which require the signature of the Secretary;
- d) Perform any other duties assigned by the Board and the District Manager; and
- e) Perform any other duties required under law.

1015.5 Responsibilities of the Secretary/District Manager

The duties of the Secretary, with assistance of the District Manager, are:

- a) Respond to routine correspondence;
- b) Prepare for Board meetings, including preparing the agenda with the advice of the District Manager and providing public notice of Board meetings in accordance with state law;
- c) Attend all Board meetings and ensure minutes of the Board of Directors meetings are recorded. These recordings are for use by the Secretary only for the purpose of preparing minutes for adoption at the next regularly scheduled meeting of the Board. The recordings will then be processed according to records requirements.
- d) Ensure accurate Minutes of each Board meeting are prepared and maintained;
- e) Maintain Board records and other documents and reports as required by law; and
- f) Disseminate correspondence to Board officers addressed to them.

Bel Marin Keys CSD
Policy and Procedure Handbook
Edition 2025

POLICY TITLE: Board/Staff Communications
POLICY NUMBER: 1020

Objectives: Effective governance of the District relies on the cooperative efforts of the agency's elected Board, who set policy and priorities, and the District's staff members, who analyze problems and issues, to make appropriate recommendations, and implement and administer Board policies. It is the responsibility of District staff to ensure Board members have access to information and to insure such information is communicated completely and with candor to those making the request. However, Board members should avoid intrusion into those areas that are the responsibility of District staff. Individual Board members must avoid intervening in staff decision-making, the development of staff recommendations, scheduling of work, and executing department priorities without the prior knowledge and approval of the General Manager and Board as a whole. This is necessary to protect District staff from undue influence and pressure from individual Board members and to allow staff to execute priorities given by management and the Board without fear of reprisal.

Role of the Board: As the legislative body for the agency, the Board is responsible for approving the District's budget, setting policy goals and objectives and adopting strategic plans. The primary functions of the District staff members are to execute Board policy and other Board actions and to keep the Board well informed.

Individual members of the Board should not make attempts to pressure or influence staff decisions, recommendations, workloads, schedules, and department priorities, without the prior knowledge and approval of the Board as a whole. If a Board member wishes to influence the actions, decisions, recommendations, workloads, work schedule, and priorities of staff, that member must prevail upon the Board to do so as a matter of Board policy.

Board members also have a responsibility of information flow. It is critical that they make extensive use of staff and agency reports and Board meeting minutes. Board members should come to meetings prepared; having read the agenda packet materials and supporting documents, as well as any additional information or memoranda provided on agency projects or evolving issues. Additional information may be requested from staff, if necessary.

Individual Board members, as well as the Board as a whole, are permitted complete freedom of access to any information requested of staff and shall receive the full cooperation and candor of staff in being provided with any requested information. The District Manager or Legal Counsel will pass critical information to all Board members.

There are limited restrictions when information cannot be provided. Draft documents (e.g. staff reports in progress, etc.) are under review and not available for release until complete and after review by District staff. In addition, there are legal restrictions on the agency's ability to release certain personnel information

even to members of the Board. Any concerns Board members may have regarding the release of information or the refusal of staff to release information, should be discussed with Legal Counsel for clarification.

Policies: There shall be mutual respect from both staff and Board members of their respective roles and responsibilities at all times. There is a need for access to staff by Directors and at the same time, unlimited access could result in work priority conflicts for staff.

Bel Marin Keys CSD
Policy and Procedure Handbook
Edition 2025

Purpose: The purpose of the policies listed below is to facilitate Board/staff communications consistent with these principles.

1020.1 All requests for information or questions by the Board to staff outside of a Board or Committee meeting, shall be directed to the District Manager, Legal Counsel, or the Clerk of the Board as appropriate and shall include the desired time and date for receiving the information. Staff will confirm the date they can provide the information. So that all Board members are equally informed, all written informational material requested by any Director shall be submitted by staff to all Board members with the notation indicating which Board member requested the information. If a Board member requests information from any other member of the staff, staff may either direct the matter to the District Manager or may ask the Board member to contact the District Manager directly.

1020.2 Individual Directors cannot directly assign work to staff members. Board initiated projects will follow organizational channels, through the District Manager, unless there is an emergency. As no formal procedure will answer all cases, the following should be considered as a guide and used with restraint and judgment:

- a) Directors should clear all short-term requests of Staff with the District Manager prior to contacting individual members of the staff and, in most cases, the District Manager should direct and handle the request for the Director.
- b) For long-term, involved studies or where the matter includes confidential material, the District Manager should be contacted and the subject matter discussed with the full Board at a Board meeting prior to staff working on the assignments.
- c) In the event that staff is a participant or representative of a Committee or Work Group of the Board, the Board may contact the staff member directly to request or provide information or confer regarding matters of the Committee or Work Group.

1020.3 At Board meetings and other public meetings, respectful communication is expected. Staff is encouraged to give their professional recommendations, and the Board should recognize that staff may make recommendations that could be viewed as unpopular with the public and with individual Board members. Board members may request clarification and ask questions of staff at public meetings, and Directors are encouraged to participate in healthy discussions amongst each other regarding items under discussion on the Agenda. However, Directors should refrain from debate with staff at Board meetings about staff recommendations or other items being discussed. Staff must recognize that the Board, as the decision maker, is free to reject or modify a staff recommendation and that the Board's wishes will be implemented by staff even if it was contrary to a staff recommendation.

1020.4 Directors shall not attempt to coerce or influence staff, included in the making of recommendations, the awarding of contracts, the selection of consultants, the processing of any projects or applications, or the granting of permits. Directors shall not attempt to change or interfere with the operating policies and practices of any district department through interaction with staff. Individual Directors may discuss these items with the General Manager to get clarification or raise concerns.

1020.5 Board members should not make public comments critical of the performance of a District staff member. Any concerns by a Director over the behavior or work of a district employee during a Board meeting should be directed to the General Manager privately to ensure the concern is resolved. All complaints about

**Bel Marin Keys CSD
Policy and Procedure Handbook
Edition 2025**

employees from Directors should be submitted privately to the General Manager or, if a complaint concerns the General Manager, to Legal Counsel.

1020.6 Staff will respect the right of Directors to refuse to provide information or answers to staff and recognize that Directors may be bound by other rules of law or procedure that do not permit the Director to speak about the subject matter presented. If a Director violates any of the policies regarding communications as stated in this policy, any member of staff has the right to request that the Director speak directly with the General Manager about the subject matter presented without any fear of reprisal.

POLICY TITLE: Claims against the District

POLICY NUMBER: 1025

Purpose: The purpose of this policy is to provide direction to District staff for processing and resolving (if possible) account adjustment requests and property damage claims against the District. Inherent in this policy is the recognition that every adjustment request or claim will be unique, and that guidelines cannot be written to accommodate every case. Therefore, staff must use discretion and good sense in handling each claim.

1025.1 Property (Land and Improvements) Damage Claims

In the course of the District's operations – [list several examples of routine district operations or services] – damage to land and improvements thereon occasionally occurs due to the proximity of the District's facilities to private property. When District employees are aware that property has been damaged in the course of their work, restorative measures are to be taken to return the property as close to its original condition as possible.

When a property owner informs a District employee of damage to their property (by telephone or in person), the employee receiving the claim will document in writing the time and date and a description of the stated circumstances and allegations. Employees should respond to questions, be cordial and respectful, but refrain from commenting on liability questions.

As soon as possible after information about the damage has been received, it shall be given to the appropriate division manager [replace position title with appropriate position title for your district]. The division manager, or his/her designee, shall investigate the property owner's allegations.

If the owner of damaged property informs a member of the Board, the information will be given to the General Manager. Directors should not independently investigate claims or make any representations to the property owner, but may go with staff to observe.

Investigations shall be done in a timely fashion and documented with a written report, including photographs and/or interviews, when appropriate. A copy of the report shall be submitted to the General Manager.

If the investigating staff person is convinced that the damage was caused by District personnel, equipment, or infrastructure, he/she shall prepare a work order to have the damage repaired, subject to the following conditions:

- a) General Manager approves the work order;
- b) Property owner agrees that the proposed repairs are appropriate and adequate;

**Bel Marin Keys CSD
Policy and Procedure Handbook
Edition 2025**

- c) Property owner agrees to allow District personnel access to their property to perform the repair work;
- d) District personnel have the necessary tools, equipment, and expertise to perform the necessary work;
- e) Repair work can be accomplished within a reasonable amount of time; and
- f) Cost of material for the repairs will not exceed five hundred dollars (\$500).

If the cost of material for repairs is stated by claimant or estimated by staff to exceed five hundred dollars (\$500), the owner will be asked to submit their claim in writing on a District claim form.

The District Manager shall review the damage claim and the proposed repair work within a reasonable amount of time. If he/she determines that the damage is the District's responsibility and that the proposed repair work is appropriate, he/she may authorize the work if the cost of material for the repairs will not exceed one thousand five hundred dollars (\$1,500). A report shall be submitted to the Claims Committee [standing board committee assigned to review claims of this nature] describing the damage claim, including a description of the manner in which it was resolved. The claimant shall be notified of any action by the Committee regarding their claim.

If the cost of material for repairs is stated by claimant or estimated to exceed one thousand five hundred dollars (\$1,500), the claim will be submitted to the Claims Committee. The Claims Committee shall review the claim and receive input from staff in closed session [qualifies as "anticipated litigation" under the Brown Act]. After reviewing the damage claim, the Committee may authorize the work if the cost of material for the repairs will not exceed three thousand dollars (\$3,000) or may make a recommendation to the Board of Directors. A report shall be submitted to the Board describing the damage claim, including a description and photos of the manner in which it was resolved, or a recommendation for Board action. The claimant shall be notified of any action by the Committee regarding their claim. *** Discuss *****

If the cost of material for repairs is stated by claimant or estimated to exceed three thousand dollars (\$3,000), the claim will be submitted to the Board of Directors for its consideration. The Board will consider the claim during a closed session ["anticipated litigation"] of a regular or special meeting. Action to accept or reject the claim may be taken in open or closed session. The claimant shall be notified of the Board's action regarding their claim. Notification that a claim has been rejected shall be accompanied by proof of service.

The Board will not consider a claim of an amount in excess of the [insurance deductible] 00), including the cost of investigation, without prior written approval of the District's insurance company.

Claims in excess of the District's insurance deductible shall be forwarded to the insurance company, and the claimant shall be advised of this action.

Claims for personal injury/wrongful death shall not be investigated by District staff or directors but shall be immediately forwarded to the District's insurance company.

1025.2 Property (Vehicles and Unsecured Property) Damage Claims

All claims of damage to vehicles, or other unsecured property, shall be submitted to the District Manager. He/she shall review the damage claim and the requested restitution. If he/she determines that the damage is the District's responsibility, he/she may authorize repairs or reimbursement of expenses to an amount not to exceed one thousand five hundred dollars (\$1,500). A report shall be submitted to the Claims Committee describing the damage claim, including a description of the manner in which it was resolved.

**Bel Marin Keys CSD
Policy and Procedure Handbook
Edition 2025**

The claim will be processed as described above if the cost of material for repairs is estimated to exceed the applicable thresholds.

1025.3 Property Damage Claims on District Form

Except for damage to land and improvements estimated to cost less than five hundred dollars (\$500), all damage claims must be submitted in writing on a District claim form. This will ensure that a claim is valid and protect important rights of the District.

If an individual does not wish to file a claim on the District form, he/she may present the claim by letter if it conforms to Section 910 and Section 910.2, of the California Government Code. Section 910 specifies that a claim needs to show all of the following:

- a) The name and post office address of the claimant;
- b) The post office address to which the person presenting the claim desires notices to be sent;
- c) The date, place, and other circumstances of the occurrence or transaction which gave rise to the claim asserted;
- d) A general description of the indebtedness, obligation, injury, damage or loss incurred so far as it may be known as the time of presentation of the claim;
- e) The name or names of the public employee or employees causing the injury, damage, or loss, if known; and
- f) The amount claimed if it totals less than ten thousand dollars (\$10,000) as of the date of presentation of the claim, including the estimated amount of any prospective injury, damage, or loss, insofar as it may be known at the time of the presentation of the claim, together with the basis of computation of the amount claimed. If the amount claimed exceeds ten thousand dollars (\$10,000), no dollar amount shall be included in the claim. However, it shall indicate whether the claim would be a limited civil case.

Section 910.2 of the California Government Code specifies the following:

The claim shall be signed by the claimant or by some person on his behalf. Claims against local public entities for supplies, materials, equipment or services need not be signed by the claimant or on his behalf if presented on a billhead or invoice regularly used in the conduct of the business of the claimant.

If the filed letter/claim does not meet the requirements of the California Government Code Section 910 and Section 910.2, then a letter shall be sent to the claimant informing them of this fact.

District staff shall provide no assistance to the claimant in filling out the claim form. Claimant must fill out the claim form in its entirety and submit it via mail, fax or personal delivery to the District office. Upon receipt, office staff shall date-stamp the document.

1025.4 Account Adjustment Requests (Appropriate for Utility-Type Districts)

The District Manager or the Finance Division Manager [Business Manager, Chief Financial Officer, Treasurer or other appropriate position title], in his/her absence, is authorized to adjust a customer's water service [sewer, garbage, electricity, etc.] account when their bill reflects usage that is significantly greater than normal, due to accidental loss of water through broken pipes or when faucets are turned on in the owner's absence, etc. [or other type of abnormal account cost], subject to the following conditions:

- a) The customer requests the account adjustment in writing;

**Bel Marin Keys CSD
Policy and Procedure Handbook
Edition 2025**

- b) A similar request has not been made within the past 12 months; and
- c) The account shows no record of being delinquent for more than 60 days during the past 24 months.

POLICY TITLE: Code of Ethics
POLICY NUMBER: 1030

1030.1 Background information:

[District name] designed its Code of Ethics & Values (the "Code") to provide clear, positive statements of ethical behavior reflecting the core values of the District and the communities it serves. The Code includes practical strategies for addressing ethical questions and a useful framework for decision-making and handling the day-to-day operations of the District. The Code is developed to reflect the issues and concerns of today's complex and diverse society.

1030.2 Goals of the code of ethics & values:

- a) To make [District name] a better District built on mutual respect and trust.
- b) To promote and maintain the highest standards of personal and professional conduct among all involved in District government, District staff, volunteers and members of the District's Board. All elected and appointed officials, officers, employees, members of advisory committees, and volunteers of the District, herein called "Officials" for the purposes of this policy.
- c) The Code is a touchstone for members of District Board and staff in fulfilling their roles and responsibilities.

1030.3 Preamble:

- a) The proper operation of democratic government requires that decision-makers be independent, impartial and accountable to the people they serve. The [District name] has adopted this Code to promote and maintain the highest standards of personal and professional conduct in the District's government.
- b) All Officials, and others, who participate in the District's government are required to subscribe to this Code, understand how it applies to their specific responsibilities and practice its eight core values in their work. Because we seek public confidence in the District's services and public trust of its decision-makers, our decisions and our work must meet the most demanding ethical standards and demonstrate the highest levels of achievement in following this Code.

1030.4 Applicability:

This Code shall apply to all District Officials as defined in 1030.2 b.

1030.5 Core Value:

As participatory Officials in the District's government, we subscribe to the following Core Values:

1030.6 As a representative of Bel Marin Keys CSD, I will be ethical.
In practice, this value looks like:

Bel Marin Keys CSD
Policy and Procedure Handbook
Edition 2025

- a) I am trustworthy, acting with the utmost integrity and moral courage. I am truthful. I do what I say I will do. I am dependable.
- b) I make impartial decisions, free of bribes, unlawful gifts, narrow political interests, financial, and other personal interests that impair my independence of judgment or action.
- c) I am fair, distributing benefits and burdens according to consistent and equitable criteria.
- d) I extend equal opportunities and due process to all parties in matters under consideration. If I engage in unilateral meetings and discussions, I do so without making voting decisions or any improper or unauthorized representations on behalf of the District.
- e) I show respect for persons, confidences, and information designated as "confidential."
- f) I use my title(s) only when conducting official District business for information purposes or as an indication of background and expertise carefully considering whether I am exceeding or appearing to exceed my authority.
- g) I will avoid actions that might cause the public or others to question my independent judgment.
- h) I maintain a constructive, creative, and practical attitude toward the District's affairs and a deep sense of social responsibility as a trusted public servant.

1030.7 As a representative of [District name], I will be professional.

In practice, this value looks like:

- a) I apply my knowledge and expertise to my assigned activities and to the interpersonal relationships that are part of my job in a consistent, confident, competent and productive manner.
- b) I approach my job and work-related relationships with a positive, collaborative attitude.
- c) I keep my professional education, knowledge, and skills current and growing.

1030.8 As a Representative of [District name], I will be service-oriented.

In practice, this value looks like:

- a) I provide friendly, receptive, courteous service to everyone.
- b) I attune to and care about the needs and issues of citizens, public Officials and District workers.
- c) In my interactions with constituents, I am interested, engaged and responsive.

1030.9 As a representative of [District name], I will be fiscally responsible.

In practice, this value looks like:

- a) I make decisions after prudent consideration of their financial impact, taking into account the long-term financial needs of the District, especially its financial stability.
- b) I demonstrate concern for the proper use of District assets (e.g., personnel, time, property, equipment, funds) and follow established procedures.
- c) I make good financial decisions that seek to preserve programs and services for District residents.
- d) I have knowledge of and adhere to the District's Purchasing and Contracting and Allocation of Funds Policies.

1030.10 As a representative of [District name], I will be organized.

In practice, this value looks like:

- a) I act in an efficient manner, making decisions and recommendations based upon research and facts, taking into consideration short and long term goals.
- b) I follow through in a responsible way, keeping others informed and responding in a timely fashion.
- c) I am respectful of established District processes and guidelines.

Bel Marin Keys CSD
Policy and Procedure Handbook
Edition 2025

1030.11 As a representative of Bel Marin Keys CSD, I will be communicative.

In practice, this value looks like:

- a) I positively convey the District's care for and commitment to its citizens.
- b) I communicate in various ways, that I am approachable, open-minded, and willing to participate in dialog.
- c) I engage in effective two-way communication, by listening carefully, asking questions, and determining an appropriate response which adds value to conversations.

1030.12 As a representative of Bel Marin Keys CSD, I will be collaborative.

In practice, this value looks like:

- a) I act in a cooperative manner with groups and other individuals, working together in a spirit of tolerance and understanding.
- b) I work towards consensus building and gain value from diverse opinions.
- c) I accomplish the goals and responsibilities of my individual position, while respecting my role as a member of a team.
- d) I consider the broader regional and state-wide implications of the District's decisions and issues.

1030.13 As a representative of Bel Marin Keys CSD, I will be progressive.

In practice, this value looks like:

- a) I exhibit a proactive, innovative approach to setting goals and conducting the District's business.
- b) I display a style that maintains consistent standards; but is also sensitive to the need for compromise, "thinking outside the box" and improving existing paradigms when necessary.
- c) I promote intelligent and thoughtful innovation in order to forward the District's policy agenda and District services.

1030.14 Enforcement:

Any Official found to be in violation of this Code may be subject to Censure by the District Board. Any member of any advisory Committee found in violation may be subject to dismissal from the Committee. In the case of an employee, appropriate action shall be taken by the District Manager or by an authorized designee.

POLICY TITLE: Conflict of Interest

POLICY NUMBER: 1035

1035.1 The Political Reform Act, Government Code §81000, et seq., requires state and local government agencies to adopt and promulgate conflict-of-interest codes. The Fair Political Practices Commission ("FPPC") has adopted a regulation (2 Cal. Code of Regs. §18730) which contains the terms of a standard conflict of interest code. It can be incorporated by reference and may be amended by the FPPC after public notice and hearings to conform to amendments in the Political Reform Act. The Board approved and adopted the FPPC's standard conflict of interest on [insert meeting date or year]. Therefore, the terms of 2 Cal. Code of Regs. §18730 and any amendments to it duly adopted by the FPPC are hereby incorporated by reference and, along with the attached Appendix , in which members of the Board of Directors and employees are designated, and in which disclosure categories are set forth, constitute the conflict of interest code of the Bel Marin Keys Community Service District.

1035.2 Designated employees shall file statements of economic interests with the Clerk of the County of [name of county].

Bel Marin Keys CSD
Policy and Procedure Handbook
Edition 2025

POLICY TITLE: Correspondence to the Board
POLICY NUMBER: 1040

1040.1 All written or electronic correspondence addressed to the Board of Directors is to be sent to the District office. Copies of the written or electronic correspondence and written responses in reply thereto, if any, shall be distributed to each member of the Board, together with the next regular agenda or at the next regular meeting of the Board, depending on date of receipt or response. Individual Board members may receive correspondence addressed to him or her in his or her official capacity. However, Board members are not permitted to use agency resources for sending or receiving personal correspondence.

POLICY TITLE: Legal Counsel and Auditor
POLICY NUMBER: 1045

1045.1 The Board of Directors shall appoint a Legal Counsel to assist the Board and District in all applicable issues and activities.

1045.2 Legal Counsel shall be the legal adviser of the District, including the Board as a whole, the District Manager and department heads. Legal Counsel shall perform such duties as may be prescribed by the Board of Directors. Such duties include, but are not limited to, providing legal assistance necessary for formulation and implementation legislative policies and projects; represent the District's interests, as determined by the District, in litigation, administrative hearings, negotiations and similar proceedings; and to keep the Board and District staff apprised of court rulings and legislation affecting the legal interest of the District. Legal Counsel is required to review and approve as to form District legal documents, i.e. contracts, agreements, etc. The Legal Counsel shall present and report on all legal issues and Closed Session items before the Board. The Legal Counsel shall serve at the pleasure of the Board and shall be compensated for services as determined by the Board.

- a) The Legal Counsel reports to the Board as a whole but is available to each Director for consultation regarding legal matters particular to that Board member's participation. No Board member may request a legal opinion of legal counsel without concurrence by the Board, except as such requests relate to questions regarding that member's participation. The Legal Counsel shall be available to the District General Manager for consultation on applicable issues and activities.

1045.3 The District Auditor shall be appointed by the Board by a majority vote in a public meeting. The Board shall determine the duties and compensation of the Auditor. The Auditor shall serve at the pleasure of the Board. Selection of the Auditor shall be done in a noticed public meeting and at least every five years.

- a) The Board may appoint a committee to oversee the work of an independent auditor, who will report to the Board, to conduct an annual audit of the District's books, records, and financial affairs in accordance with state law and the Finance Committee Charter for Audit Compliance. The Chief Financial Officer/General Manager will install and maintain an accounting system that will completely, and at all times, show the financial condition of the District.

Bel Marin Keys CSD
Policy and Procedure Handbook
Edition 2025

POLICY TITLE: Overview of the General Manager's Role
POLICY NUMBER: 1050

1050.1 The District Manager is an employee of the District and has an employment agreement which specifies his or her terms of employment. The District Manager is the administrative head of the District under the direction of the Board of Directors. He or she shall be responsible for the efficient administration of all the District's affairs which are under the District Manager's control. The General Manager plans, organizes, directs, coordinates and evaluates all District operations, programs, and resources in accordance with short and long range goals, policy statements, and directives from the Board.

1050.2 The District Manager's Duties

The District's Manager shall be responsible for:

- a) The implementation of policies established by the Board of Directors for the operation of the District;
- b) The planning, direction, and coordination of the day-to-day operations of the District through the appropriate department heads or managers including administration, financing, maintenance, engineering, human resources, and others to effect operational efficiency;
- c) The appointment, supervision, discipline, and dismissal of the District's employees, consistent with the employment policies established by the Board of Directors;
- d) Attend and participate in District Board meetings, prepare and present reports as necessary, represent the Board before external organizations including other agencies, governmental and regulatory entities, business and community groups;
- e) The supervision of the District's facilities and services; and
- f) The supervision of the District's finances.

1050.3 The District's Manager serves at the pleasure of the Board. The Board will provide policy direction and instruction to the District Manager on matters within the authority of the Board during duly-convened board meetings. Members of the Board will deal with matters within the authority of the District Manager through the District Manager and not through other District employees. Members of the Board will refrain from making requests directly to District employees (other than the District Manager) to undertake analyses, perform other work assignments, or change the priority of work assignments. As members of the public, Directors may request non-confidential, factual information regarding District operations from District employees. If requesting public records, Directors must follow the District's Request for Public Records Policy.

POLICY TITLE: Legislative Advocacy Policy
POLICY NUMBER: 1055

1055 Purpose

The purpose of the policy is to guide Bel Marin Keys CSD officials and staff in considering legislative or regulatory proposals that are likely to have an impact on Bel Marin Keys CSD, and to allow for a timely response to important legislative issues. Although the expenditure of public funds for the purpose of supporting or opposing a ballot measure or candidate is prohibited,¹ the expenditure of public funds is allowed to advocate for or against proposed legislation or regulatory actions which will affect the public agency expending the funds.²

¹ Cal. Gov. Code § 54964.

² Cal. Gov. Code § 53060.5; *Stanson v. Mott* (1976) 17 Cal. 3d 206.

Bel Marin Keys CSD
Policy and Procedure Handbook
Edition 2025

The purpose for identifying Legislative Advocacy Procedures is to provide clear direction to Bel Marin Keys CSD staff with regard to monitoring and acting upon bills during state and federal legislative sessions. Adherence to Legislative Advocacy Procedures will ensure that legislative inquiries and responses will be administered consistently with "one voice" as to the identified Advocacy Priorities adopted by the Board of Directors. The Legislative Advocacy Procedures and Advocacy Priorities will provide the Bel Marin Keys CSD District Manager, or other designee, discretion to advocate in Bel Marin Keys CSD best interests in a manner consistent with the goals and priorities adopted by the Board of Directors. This policy is intended to be manageable, consistent, and tailored to the specific needs and culture of [DISTRICT].

1055.1 **Policy Goals**

- Advocate the Bel Marin Keys CSD legislative interests at the State, County, and Federal levels.
- Inform and provide information to the Board of Directors and district staff on the legislative process and key issues and legislation that could have a potential impact on the district.
- Serve as an active participant with other local governments, the California Special Districts Association, and local government associations on legislative and regulatory issues that are important to the district and the region.
- Seek grant and funding assistance for Bel Marin Keys CSD projects, services, and programs to enhance services for the community.

1055.2 **Policy Principles**

The Board of Directors recognizes the need to protect Bel Marin Keys CSD interests and local control, and to identify various avenues to implement its strategic and long-term goals. It is the policy of Bel Marin Keys CSD to proactively monitor and advocate for legislation as directed by the Advocacy Priorities and by the specific direction of the Board of Directors.

This policy provides Bel Marin Keys CSD District Manager, or other designee, the flexibility to adopt positions on legislation in a timely manner, while allowing the Board of Directors to set Advocacy Priorities to provide policy guidance. The Board of Directors shall establish various Advocacy Priorities and, so long as the position fits within the Advocacy Priorities, staff is authorized to take a position without board approval.

Whenever an applicable Advocacy Priority does not exist pertaining to legislation affecting the Bel Marin Keys CSD, the matter shall be brought before the Board of Directors at a regularly scheduled board meeting for formal direction from the Board of Directors. The Board of Directors may choose to establish a standing committee of two Directors, known as the "Legislative Advocacy Committee", with the authority to adopt a position when consideration by the full Board of Directors is not feasible within the time-constraints of the legislative process.]

Generally, the Bel Marin Keys CSD will not address matters that are not pertinent to the district's local government services, such as social issues or international relations issues.

1055.3 **Legislative Advocacy Procedures**

It is the policy of District to proactively monitor and advocate for legislation as directed by the Advocacy Priorities and by the specific direction of the Board of Directors. This process involves interaction with local, state, and

Bel Marin Keys CSD
Policy and Procedure Handbook
Edition 2025

federal government entities both in regard to specific items of legislation and to promote positive intergovernmental relationships. Accordingly, involvement and participation in regional, state, and national organizations is encouraged and supported by the District.

Monitoring legislation is a shared function of the Board of Directors and District Manager or designated staff. The Legislative Advocacy Procedures are the process by which staff will track and respond to legislative issues in a timely and consistent manner. The District Manager, or other designee, will act on legislation utilizing the following procedures:

1. The District Manager or other designee shall review requests that the District take a position on legislative issues to determine if the legislation aligns with the district's current approved Advocacy Priorities.
2. The District Manager or other designee will conduct a review of positions and analysis completed by the California Special Districts Association and other local government associations when formulating positions.
3. If the matter aligns with the approved priorities, Bel Marin Keys CSD response shall be supplied in the form of a letter to the legislative body reviewing the bill or measure. Advocacy methods utilized on behalf of the district, including but not limited to letters, phone calls, emails, and prepared forms, will be communicated through the District Manager or designee. The District Manager or designee shall advise staff to administer the form of advocacy, typically via letters signed by the District Manager, or designee, on behalf of the Board of Directors.
4. All draft legislative position letters initiated by the District Manager or designee shall state whether the district is requesting "support", "support if amended", "oppose", or "oppose unless amended" action on the issue, and shall include adequate justification for the recommended action. If possible, the letter should include examples of how a bill would specifically affect the district, e.g. "the funding the district will lose due to this bill could pay for X capital improvements."
 - a. Support – legislation in this area advances the district's goals and priorities.
 - b. Oppose – legislation in this area could potentially harm, negatively impact or undo positive momentum for the district, or does not advance the district's goals and priorities.
5. The District Manager may also provide a letter of concern or interest regarding a legislative issue without taking a formal position on a piece of legislation. Letters of concern or interest are to be administered through the District Manager or designee.
6. When a letter is sent to a state or federal legislative body, the appropriate federal or state legislators representing the Bel Marin Keys CSD shall be included as a copy or "cc" on the letter. The appropriate contacts at the California Special Districts Association and other local government associations, if applicable, shall be included as a cc on legislative letters.
7. A position may be adopted by the District Manager or designee if any of the following criteria is met:
 - a. The position is consistent with the adopted Advocacy Priorities;
 - b. The position is consistent with that of organizations to which the district is a member, such as the California Special Districts Association; or
 - c. The position is approved by the Board of Directors [or the Legislative Advocacy Committee].
8. All legislative positions adopted via a process outside of a regularly scheduled Board Meeting shall be communicated to the Board of Directors at the next regularly scheduled Board Meeting. When appropriate, the

Bel Marin Keys CSD
Policy and Procedure Handbook
Edition 2025

District Manager or other designee will submit a report (either written or verbal) summarizing activity on legislative measures to the Board of Directors.

1055.4 **Advocacy Priorities**

Revenue, Finances, and Taxation

Ensure adequate funding for special districts' safe and reliable core local service delivery. Protect special districts' resources from the shift or diversion of revenues without the consent of the affected districts. Promote the financial independence of special districts and afford them access to revenue opportunities equal to that of other types of local agencies. Protect and preserve special districts' property tax allocations and local flexibility with revenue and diversify local revenue sources.

Support opportunities that allow the district to compete for its fair share of regional, state, and federal funding, and that maintain funding streams. Opportunities may include competitive grant and funding programs. Opportunities may also include dedicated funding streams at the regional, state, or federal levels that allow the district to maximize local revenues, offset and leverage capital expenditures, and maintain district goals and standards.

Governance and Accountability

Enhance special districts' ability to govern as independent, local government bodies in an open and accessible manner. Encourage best practices that avoid burdensome, costly, redundant or one-size-fits all approaches. Protect meaningful public participation in local agency formations, dissolutions, and reorganizations, and ensure local services meet the unique needs, priorities, and preferences of each community.

Oppose additional public meeting and records requirements that unnecessarily increase the burden on public resources without effectively fostering public engagement and enhancing accountability of government agencies.

Promote local-level solutions, decision-making, and management concerning service delivery and governance structures while upholding voter control and maintaining LAFCO authority over local government jurisdictional reorganizations and/or consolidations.

Human Resources and Personnel

Promote policies related to hiring, management, and benefits and retirement that afford flexibility, contain costs, and enhance the ability to recruit and retain highly qualified, career-minded employees to public service. As public agency employers, support policies that foster productive relationships between management and employees.

Maintain special districts' ability to exercise local flexibility by minimizing state mandated contract requirements. Oppose any measure that would hinder the ability of special districts to maximize local resources and efficiencies through the use of contracted services.

Infrastructure, Innovation, and Investment

Encourage prudent planning for investment and maintenance of innovative long-term infrastructure. Support the contracting flexibility and fiscal tools and incentives needed to help special districts meet California's changing demands. Promote the efficient, effective, and sustainable delivery of core local services.

Prevent restrictive one-size-fits-all public works requirements that increase costs to taxpayers and reduce local flexibility.

POLICY TITLE: Digital Signature Policy
POLICY NUMBER: 1060

1060.1 Policy. It is the policy of the [DISTRICT] to accept electronic signatures affixed to documents in which a signature is required or used, provided that: (1) the electronic signatures are "digital" signatures that comply with the requirements of California Government Code Section 16.5 and applicable state regulations³, (2) the signatories are willing and wanting to utilize digital signatures, and (3) the digital signatures are created by technologies authorized by the California Secretary of State and made available by the District. Signatories may digitally sign the following types of documents:

-
-
-
-
-
-
-

The use, or the District's acceptance, of a digital signature is at the option of the District and the signer(s). Nothing in this Policy requires the District to use or permit the use of a digital signature or accept the submission of a document containing a digital signature.

1060.2 Definitions.

- a) "Digital Signature" means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature.⁴
- b) "Digital Signature Certification Authority" means an entity authorized by the Secretary of State to issue digital certificates that are required for a digital signature under California law and that is listed on the Secretary of State's "Approved List of Digital Signature Certification Authorities."
- c) "Digital Signature Provider" means an entity that provides document signing services using digital technology.
- d) "Electronic Signature" means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record, including a digital signature.⁵

1060.3 Electronic Signatures. The use of electronic signatures is authorized by two California statutes, the Uniform Electronic Transactions Act ("UETA"), codified at Civil Code Section 1633.1 *et seq.*, and Government Code Section 16.5.

³ Cal. Code Regs., tit. 2, § 22000 *et seq.*

⁴ Cal. Gov. Code, § 16.5(d).

⁵ Cal. Civ. Code, § 1633.2(h).

Bel Marin Keys CSD
Policy and Procedure Handbook
Edition 2025

The UETA provides that a signature may not be denied legal effect or enforceability solely because it is in electronic form.⁶ The UETA applies to a transaction only when the parties have agreed to conduct the transaction by electronic means; whether they have agreed to do so “is determined from the context and surrounding circumstances, including the parties’ conduct.”⁷

Government Code Section 16.5 applies to public entities⁸ such as the District, and authorizes any party to a written communication with a public entity, in which a signature is required or used, to affix a signature by use of a digital signature that complies with the requirements of Section 16.5.⁹ Digital signature transactions involving public entities that are subject to the UETA are also subject to the more particular requirements of Government Code Section 16.5.¹⁰ The use of a digital signature will have the same force and effect as the use of a manual signature if, and only if, the digital signature embodies the five attributes¹¹ discussed in Section 1060.4 below.

1060.4 Digital Signatures.

Government Code Section 16.5 and State regulations require that a digital signature (i) be created by a technology that is acceptable for use by the State of California and (ii) embody the following five attributes:

- 1) It is unique to the person using it;
- 2) It is capable of verification;
- 3) It is under the sole control of the person using it;
- 4) It is linked to data in such a manner that if the data are changed, the digital signature is invalidated; and
- 5) It conforms to regulations adopted by the Secretary of State, codified at Chapter 10 of Division 7 of Title 2 (commencing at Section 22000) of the California Code of Regulations.¹²

1060.5 Digital Signature Technologies

The Secretary of State allows public entities to utilize digital signatures that are created by one of two different technologies – “public key cryptography” and “signature dynamics” – provided that the digital signatures are also created consistent with the provisions of Section 22003 of the California Code of Regulations.

Public key cryptography (“PKC”) is a form of cryptography that generally allows users to communicate securely, and reliably verify the identity of an entity via digital signatures. PKC signatures are affixed to documents using software enhancements to existing applications and web browsers and are capable of immediate third-party verification. Signature dynamics uses the individual’s handwritten signature. Unlike PKC signatures, signature dynamics signatures require additional hardware to create the signatures. An electronic drawing tablet and stylus are used to record the direction, speed, and coordinates of a handwritten signature – essentially, taking a snapshot of a person’s signature. This type of digital signature does not offer encryption, confidentiality, or the level of security that is inherent in PKC signatures. PKC allows for third party verification of the signature by certification authorities approved by the State, while signature dynamics signatures require additional steps (including handwriting analysis) to verify the signer of a document (similar to a non-notarized, paper-based signature). A formal handwriting analysis of a signature dynamics signature may be lengthy. However, some degree of certainty can be obtained by a lay-comparison of manual handwritten signatures that may already be on file with the District.

The District shall only contract with digital signature providers that offer their digital signature services with a certificate issued by a digital signature certification authority. District staff shall only accept digital signatures created by PKC or

⁶ Cal. Civ. Code, § 1633.7.

⁷ Cal. Civ. Code, § 1633.5(b)

⁸ “‘Public entity’ includes the state, the Regents of the University of California, the Trustees of the California State University and the California State University, a county, city, district, public authority, public agency, and any other political subdivision or public corporation in the State.” Cal. Gov. Code, §§ 16.5(a) & 811.2 (emphasis added).

⁹ Cal. Gov. Code, § 16.5(a).

¹⁰ See Civ. Code, § 1633.3(e).

¹¹ Gov. Code, § 16.5(a).

¹² Cal. Gov. Code, § 16.5; 2 C.C.R. § 22002.

Bel Marin Keys CSD
Policy and Procedure Handbook
Edition 2025

signature dynamics technologies. As advised by the Secretary of State, District staff shall consider the following issues and other issues when identifying the appropriate technology to use for each document that includes a digital signature component:

- Are the documents containing signatures going to be transmitted over an "open" or a "closed" network?
- Does the signature on the document need to be verified?
- How much time and resources can be allocated to verification?
- Does the signature need to be compared to a manual signature on paper or can a digital certificate adequately provide one-stop verification?
- Will immediate verifiability reduce the potential of fraud?
- Will the documents containing digital signatures need to be reproduced for public access to the records?
- Will the documents containing digital signatures need to be utilized by another local, state or federal agency? If so, is the technology compatible with the other agency's needs?

However, whenever a document requires immediate absolute verification of a signature, District staff shall only use and accept digital signatures created by PKC technology.

QR CODE HERE	Hello neighbors, welcome to the BMK Parks & Open Spaces Resident Survey!
	Your BMK CSD Board & Parks Committee is dedicated to maintaining and refreshing the parks and open spaces throughout our community while ensuring access for all residents.
	We are interested in hearing your thoughts on how you use the parks/open spaces and what your priorities are as we look to maintain and update them using the Measure A funds that are set aside for park-use only.
	It's preferred that you fill this out online by scanning the QR code, but you can also fill this sheet out physically and return to the CSD Office. Please fill out only 1 per person, if you need additional hard copies of the survey they can be found at the CSD office.
	SURVEYS DUE BY JUNE 30TH We very much appreciate your time and feedback!
	Warmly, BMKCSO Board + Parks & Open Spaces Committee

Name: _____
 Address: _____
 Email: _____
 Phone Number: _____

What is your age group?
 18-34
 35-54
 55-74
 75+

How often do you use the following BMK Parks/Open Spaces?

	Never	Rarely	Yearly	Monthly	Weekly	Daily	Comments
Behama Park							
Caribe Isle N Park							
Cavalla Cay Park							
Del Oro Park							
Hudson Park							
Montego Park							
Sunset Park							
South Leves Trail							

Keeping in mind that funds are limited, what amenities are you most interested in?

	Not Interested	Somewhat Interested	Very Interested	Comments
Picnic Pavilions				
Playground Equipment				
Exercise Equipment				
Shade structures				
Sports Courts				
Community Garden				
Gazebo				
Nature Play Areas				
Trails				
OTHER / WRITE IN				

Would you be willing to volunteer time to support our parks?
 Examples could be participating in work days, community outreach, etc

Circle One: YES NO

Would you be willing to donate money to support our parks?
 Examples could be monetary donations, benches, trees, plantings, etc

Circle One: YES NO

Please share any other ideas:



12 February 2025
(Revised 9 April 2025)

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

Re: Revised Proposal to Prioritize Deficiency Repairs and Provide Associated Construction Documentation for the Bel Main Keys Navigation Locks and Associated Marine Infrastructure, Novato, CA

Dear Mr. Lattanzio:

Simpson Gumpertz & Heger Inc. (SGH) is pleased to submit this revised proposal to Bel Marin Keys Community Services District (BMKCSD) to develop a Repair Prioritization Plan and associated Repair Construction Package based on deficiencies identified in the 2024 SGH Condition Assessment Report of the BMKCSD navigation locks and associated marine infrastructure in Novato, California. This revised proposal supersedes all previous proposals for this work scope. Substantive changes are marked by underlining.

This proposal is intended to provide the necessary engineering for the following:

- ~~Provide engineering services to develop a Repair Prioritization Plan for addressing the identified deficiencies in the 2024 condition assessment report for a 5-year implementation period.~~
- Provide structural engineering design services, including providing construction documentation (Drawings & Specifications) necessary for contractor bidding, permitting, and construction for the following BMKCSD marine infrastructure:
 - North Lagoon Lock gates and supporting concrete basin.
 - North Lagoon Seawalls.
 - North Lagoon Flood Gates.
 - South Lagoon Lock gates and supporting concrete basin.
 - South Lagoon Seawalls.

- Provide electrical and mechanical engineering consultation services to help facilitate construction for deficiencies noted in the 2024 condition assessment report.
- Provide engineering services to explore the feasibility of increasing the height of the existing North Lock Gates for additional flood mitigation capacity.

BASIS OF PROPOSAL

The following serves as a basis for this proposal:

- "Condition Assessment of the Bel Marin Keys Navigation Locks and Associated Marine Infrastructure, Novato, CA," prepared by Simpson Gumpertz & Heger Inc. (SGH), SGH Project No. 247232, dated 16 November 2024.
- Telephone conversation with Mr. Vincent Lattanzio, 10 October 2024.
- Email correspondence with Mr. Vincent Lattanzio, 2 April 2025.

We understand BMKCSO wants to repair deficiencies found for their marine infrastructure identified in the 2024 SGH Condition Assessment Report. For funding purposes, BMKCSO also seeks to understand the severity of the damage and requests a prioritization of the repair work based on present conditions and risk of operational disruption. Additionally, BMKCSO would like the North Lock Gates to be elevated to the level of the adjacent concrete.

SCOPE OF WORK

We propose the following specific work scope:

- ~~1. **Repair Prioritization** SGH will develop a repair priority matrix. For each structure, SGH will identify a repair task based on the condition assessment. SGH will provide a preliminary, rough, order-of-magnitude engineer's opinion of construction costs for each repair task. SGH will consult with California-based marine contractors familiar with performing this type of work to develop our opinions. SGH will provide a cost with a proper contingency reflective of identified risk factors and the preliminary nature of the concept. We will make a determination of relative risk to operations based on the deficiencies identified and potential growth without mitigation over a 5-year time. Based on this, SGH will assign a risk ranking and rank all the tasks to help BMKCSO prioritize the execution of the repairs. Our matrix will be suitable for capital planning purposes.~~

~~SGH will prepare a letter report documenting our Repair Prioritization Plan, discussing cost, risk, and other operational, permitting, and construction opportunities. SGH will provide a draft report to BMKCSO for review. After receipt of comments, SGH will finalize our report, the sole task deliverable.~~

2. **Construction Documentation** - SGH will conduct the necessary engineering to develop a complete set of construction documents, drawings, and technical specifications. All engineering work will be done in accordance with the 2022 California Building Code (CBC).

Drawings and technical specifications will be suitable for generating opinions of construction costs for permitting, obtaining competitive contractor bids, and executing the work. All drawings and specifications will be done in accordance with SGH's formatting standard.

3. **Construction Administration** - During an assumed 8-week construction window, SGH will perform the following tasks:

- Provide structural observation periodically during the structural portion of the construction effort. This will consist of weekly site visits to observe the general progress of construction at critical stages and to form an opinion as to the extent to which the contractor is conforming to the design intent.
- Following each field observation, SGH will provide a structural field report documenting our observations on the site, together with any recommendations for corrective measures or alteration of the work in progress. This is not intended to serve as Special Inspection services or as an alternative to services normally provided by testing agencies.
- Review structural shop drawings for general conformity with the intent of the contract plans and specifications. Such review does not indicate approval of dimensions, quantities, coordination with other trades, or work methods of the contractor, which are indicated thereon. This proposal includes the budget for one iteration of shop drawing review only.
- Review contractor structural submittals other than shop drawings, including review of product data for conformance with the construction document requirements.
- Provide consultation to the contractor for the clarification of structural design details, including response to RFIs and provide structural bulletins as required to clarify construction requirements.
- Coordinate with the owner's project manager if an immediate field response to construction issues is required.
- Review special inspection and testing reports prepared by the owner's Special Inspection agency and testing laboratory under the specifications.
- Upon completion of the construction, SGH will submit a letter to agencies as needed indicating the scope of services provided by us on the project and that, insofar as permitted by our observation of the work, it has been satisfactorily completed in accordance with our intent.

- 4. **Electrical and Mechanical Consultation** – Liftech will provide mechanical and electrical consultation to help facilitate identification and procurement of components and materials in need of replacement. Information necessary to scope items and specify equipment will be indicated on SGH drawings. We have assumed no new design work is required in the repairs, and consultation will be limited to identifying in-kind replacement or similar
- 5. **North Lock Gate Elevation** - SGH will perform the necessary evaluation of the existing infrastructure to elevate the gates to the top of the concrete basin, thereby increasing the floodwater capacity of the lagoon. SGH will provide the necessary calculations and drawings to assist in permitting and construction of the lock gate modification. All engineering work will be done in accordance with the 2022 California Building Code (CBC).

All engineering work described above will be performed under the direction of a California-registered Professional Engineer, as applicable.

COMPENSATION

We propose to provide the indicated services in Tasks 1, 2 and 5 for a fixed fee of ~~\$53,000~~ **\$45,000**. We suggest BMKCSD establish a time-and-materials budget, not to exceed US~~\$25,000~~ **\$35,300** for the construction support services described in Task 3 and 4. A breakdown of our fee is provided in Table 1.

Table 1 - Breakdown of Fixed Fee

Task	Description	Fee
1	Repair Priority	\$8,000 Fixed
2	Construction Documentation	\$30,000 Fixed
3	Construction Administration	\$25,000 T&M
4	<u>Mechanical and Electrical Engineering Consultation</u>	<u>\$10,300 T&M</u>
5	North Lock Gate Elevation	\$15,000 Fixed

Our T&M budget amount represents our estimate of the cost to perform the scope of work based on the information currently in our possession and includes a small amount for contingencies. Our actual fees could be slightly more or less than the budget amount. However, we will not bill more than the budget amount without your prior written consent. 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 reserve the right to suspend services if payments fall substantially in arrears. This proposal is valid for sixty days from the date of this proposal, after which time we reserve the right to modify it to reflect changing economic conditions.

SCHEDULE AND DELIVERABLES

We are prepared to begin work upon receipt of a written notice-to-proceed (NTP). The following are project deliverables with a corresponding schedule of completion:

1. Task 1 (Repair Priority): A draft repair priority matrix will be provided within four weeks of receipt of the NTP from BMKCSO. After receipt of all comments on the repair priority matrix, SGH will provide a final repair matrix with the submission of the Construction Documents.
2. Task 2 (Construction Documentation): SGH will submit draft construction drawings and necessary technical specifications within eight weeks of receipt of all comments on the Repair Priority Matrix. We will provide final construction documents four weeks after all comments have been received on the Draft documents.
3. Tasks 4 and 5 (North Lock Gate Elevation): SGH will provide our draft evaluation of the gates and suggestions needed for the project four weeks after NTP. We will provide final documents Four weeks after all comments have been received on the Draft submission.

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.

Mr. Vincent Lattanzio

- 6 -

12 February 2025
(Revised 9 April 2025)

CLOSURE

Our proposed agreement consists of this proposal and the enclosed Contract Provisions and Fee Schedule and Payment Terms. We hope you find the above proposal acceptable and look forward to hearing from you and getting started on this effort. If acceptable, please sign and return one copy of this letter.

Sincerely yours,
SIMPSON GUMPERTZ & HEGER INC.



William M. Bruin, P.E.
Senior Principal
CA License No. C57867

Accepted: BEL MARIN KEYS COMMUNITY
SERVICES DISTRICT

Signature: _____

Printed Name: _____

Title: _____

Date: _____

WMB/cab (SF25-0000188r2-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 1-1/2% 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.

Lisa Lue

From: Morton, Ed@Wildlife <Ed.Morton@wildlife.ca.gov>
Sent: Monday, March 31, 2025 9:43 AM
To: Lisa Lue
Subject: RE: Letter from January 29, 2025

Follow Up Flag: Flag for follow up
Flag Status: Flagged

I am not available. I have talked to the sheriff's department about your concerns and they informed me that they are following up on it. I have directed my one warden to check on it now and then in case there are any Fish and Game violations.

Take care

From: Lisa Lue <llue@bmkcsd.us>
Sent: Friday, March 28, 2025 4:09 PM
To: Morton, Ed@Wildlife <Ed.Morton@wildlife.ca.gov>
Subject: RE: Letter from January 29, 2025

You don't often get email from llue@bmkcsd.us. [Learn why this is important](#)

WARNING: This message is from an external source. Verify the sender and exercise caution when clicking links or opening attachments.

Hello Lt. Morton,

I am following up on a letter I sent to you in January.

Would you be available to speak with me the week of April 1, 2025?

Thank you very much for your time,

Lisa Lue

Lisa Lue
District Manager
Bel Marin Keys Community Services District
4 Montego Key
Novato, CA 94949
415-883-4222
cell: 415-996-3907
email: lluebmkcsd.us

Accounts payable email: bmk-ap@bmkcsd.us
Front desk email: admin@bmkcsd.us



Bel Marin Keys Community Services District

April 9, 2025

Phone conference with Martin Rauch with Rauch Communication Consultants. He was a referral from CSDA for facilitators.

After speaking with him and asking about the cost for a retreat consisting of two days (\$30,000), I asked if he did seminars instead of a retreat.

He requested I first set up workshops with the Board for approximately two hours every couple of months for check in/recaps.

He offered his services to me over the phone to assist/consult with adjusting work flow and job duty demands.

- 1) Clear set of priorities, goals, and objectives
- 2) Finances current and long term
- 3) Infrastructure goals and priorities
- 4) Other projects

[Agency Letterhead]

April 7, 2025

The Honorable Blanca Rubio
California State Assembly
1021 O Street, Suite 5250
Sacramento, California 95814

RE: Assembly Bill 259 (Rubio) – Support [As Introduced]

Dear Assembly Member Rubio:

The [Agency Name] is pleased to support your Assembly Bill 259, related to the Ralph M. Brown Act. [Insert a brief description of your agency, particularly the services it provides.]

Recognizing the evolving landscape of public meetings and the demonstrated value of remote participation options when members of governing bodies are unable to attend a physical gathering, your office introduced, and the Legislature passed, Assembly Bill 2449 in 2022, which amended the Ralph M. Brown Act. Beginning in 2023, special districts and other local agencies began using the procedures established by AB 2449, successfully facilitating remote participation for officials that would otherwise been encumbered by illness, official travel, or medical emergency. The provisions of that bill, having been negotiated by civil society groups and local government stakeholders, contained numerous safeguards and requirements, including the presence of an in-person quorum at the official meeting location. [If applicable, describe an occasion or two where members of your agency used AB 2449 to positive effect, and the beneficial impact of the participation of the remote members.]

While the provisions added by AB 2449 were modified slightly by technical amendments made by subsequent legislation, the January 1, 2026 sunset included in the original bill remains. To preserve the flexibility provided by your AB 2449, Assembly Bill 259 would eliminate this sunset date, thereby preserving indefinitely the remote meeting procedures added by the earlier legislation. AB 259 would not otherwise change any other elements of the remote meeting provisions.

For these reasons, [Agency Name] is pleased to support your Assembly Bill 259. Please feel free to contact us if you have any questions.

Sincerely,

[Signature]
[Printed Name]
[Title]
[Agency Name]

CC: [Your local Assembly Member]
[Your local Senator]

Marcus Detwiler, Legislative Representative, California Special Districts Association [advocacy@cda.net]

Assembly Bill 259 (Rubio)

Sunset Elimination for Modified Brown Act Meeting Procedures

Bill Summary

Assembly Bill 259 (Rubio) eliminates the sunset on provisions added to the Brown Act by Assembly Bill 2449 (Rubio, 2022), a bill that provided additional flexibility with alternative Brown Act meeting procedures able to be observed in the event of a board member's absence in connection with a "just cause" or "emergency circumstances," allowing for those members so-affected to participate in the meeting remotely consistent with the process detailed in the bill. The provisions of AB 2449 include restrictions on how often its provisions may be invoked and require that a majority of the board be present in-person in order to constitute a quorum.

Problem

Several special districts and other local agencies have utilized the procedures established by AB 2449, successfully facilitating remote participation for legislative policymakers that would otherwise be encumbered by illness, official travel, or medical emergency. Though the terms of AB 2449 have been amended since their passage, the sunset date associated with its terms has not been changed; the alternative Brown Act meeting procedures established by the bill expire at the end of 2025.

Solution

By removing the sunset, AB 259 preserves the additional flexibility for individual board members of local agencies looking to meet remotely to continue providing the public with essential services.

Background

In support of the original legislation, AB 2449, author Assembly Member Blanca Rubio remarked that remote meetings held over the last few years "demonstrated the value of remote participation options when individuals are unable to attend a physical gathering. The Brown Act ensures that officials and their constituents can have open and transparent meetings, which we now know can occur using modern technology. [...] AB 2449 would

provide an avenue for constituents to interact with their representatives in situations where they might have not previously been able to."

AB 2449 followed other legislation like Assembly Bill 361 (R. Rivas, 2021) related to the Brown Act. However, while bills like AB 361 were concerned with entire agencies and disaster emergency scenarios posing a threat to the general health and welfare of all attendees, AB 2449 is more limited in scope. AB 2449 is applicable to individual board members - rather than the entire agency - and is concerned with the specific "just cause" and "emergency circumstances" enumerated within the bill.

Support

- California Special Districts Association
- Three Valleys Municipal Water District
- Various local government associations
- Various counties, cities, special districts, and other local agencies

For More Information

Marcus Detwiler
California Special Districts Association
marcusd@csda.net

BEL MARIN KEYS COMMUNITY SERVICES DISTRICT

REGULAR BOARD MEETING

May 18, 2023

MINUTES

I. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE

The Agenda for this meeting was posted on May 12, 2023.

Directors Present were Vince Lattanzio, Cheryl Furst, Mercy Angelopulos, Steve Nash, Chris Fehring
Minutes recorded by the Clerk of the Board, Michael Gadoua.

President Vince Lattanzio called the Regular Board Meeting to order at 7:30pm.

II. APPROVAL OF MINUTES

Regular Meeting of April 25, 2023

Motion to Approve March 16, 2023 Minutes.

Motion by Director Lattanzio; seconded by Director Fehring

Vote: Ayes 5; Nays __; Abstain __; Absent __.

Motion Carried.

III. CONSENT CALENDAR

Matters listed under the Consent Calendar are considered to be routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If the Board or the public desires discussion, that item will be removed from the Consent Calendar and will be considered separately.

a. Ratification of Checks Issued

Motion to Approve Consent Calendar

Motion by Director Lattanzio; seconded by Director Nash

Vote: Ayes 5; Nays __; Abstain __; Absent __.

Motion Carried.

IV. PUBLIC COMMENT

Mathilde White

Excessive boat speed causing wake damage

Mary Miller

a. CSD Community Center is eligible for a solar energy storage grant

b. Safety hazard at Caribe Isle and BMKB due to parked RV

V. ADMINISTRATIVE COMMUNICATIONS

a. District Manager's Report

1. Operations

Introduced new CSD staff

Jasmine Chappell – Administrative Assistant

Brian Clark – Craftsman Technician/Waterways Manager

High Pressure Fire Hose and Pump to clean buoys

Mac V will inventory the boat and list material need to refurbish.

Vortex works well in disperse mucbiotics.

Culvert Enclosure Fencing

Expand dimension of culvert enclosure – bids pending

Marin County Vector control had to wait until the water in the BMK moats subsided enough before they could treat for mosquitoes.

PG&E to resume tower work and will notify BMKCSD

2. Financials

Paid In Full - Promissory Note E

Paid In Full – Promissory Note F

NBS preparing closing documents for E & F

Bank of Marin Account Balances

Increased Savings Accounts Interest rates

FY23-24 Budget – working with Robin Braverman

b. Committee Reports

1. Community Outreach / Strategic Planning Committee – Vince Lattanzio

Funding Strategy Report - \$25 million for the next 20-25 years; as to Measure D and Measure A - BOD to plan public meetings to address the anticipated costs in maintaining the lagoons and infrastructure with adequate funding; possible funding mechanism for the 24/25 ballot.

2. Community Emergency Response Committee – Steve Nash

No Report

Next ERTC meeting is June 6, 2023; new County OES Director will talk.

Red Cross will talk about smoke alarm replacement.

3. Engineering Works of Waterways - Dan Retz

Four Rectifiers, one set for each Lock; trying to fix with not replace.

4. Traffic Safety – Steve Nash

No Report.

Has a draft of a memo but it will be polished it up and we'll add photos.

5. Beautification – Cheryl Furst

Committee will meet with Point Blue on a date to be determined in June.

Will address front entry to see what can happen there. Remove the tree.

Replace Bahama concrete and sidewalk.

Cheryl will get back to DM with some dates.

a. Blight – Alison Steiger – reported to county.

6. Welcome to the Keys – Mercy Angelopulos

Meeting on Monday, 3:30pm; developing a new list of what residents need to see; meet with office personnel; establish funding from local Realtors industry

c. PG&E – Update

May 19 was the designated date to do Walk-Through with PG&E; however, a family emergency required a rescheduled to May 29 and then June ____; Walk-through should include Dan Retz; Steve Nash to notify him.

VI. UNFINISHED BUSINESS

Global Diving & Salvage Agreement, 10/27/22 Invoice 127369 \$8,256.00

Foth was going to be at the dive; but didn't oversee the dive; no material in report.

Motion to Approve Offer to Compromise GDS Invoice 127369 Not to Exceed \$5,000

Motion by Director Nash; seconded by Director Lattanzio

Vote: Ayes 5; Nays __; Abstain __; Absent __.

Motion Carried.

VII. UPDATES ON ONGOING DISTRICT ENGINEERING PROJECTS

- a. 2023 Novato Creek & North Lagoon Dredging – In Process
2023 Dredge Project Calendar – Concerns expressed – it'll work, monitored by Foth
- b. Universal Rectifier – On Hold
- c. North Lagoon Sluice Gate/Stoplogs – On Hold
- d. Novato Creek - No Update

VIII. UPDATE ON ROUTINE WATERWAYS MAINTENANCE

- a. Navigation Lock Maintenance – No update
- b. Buoy and Navigation Markers

Need to return the orange buoy to its proper location at the Turn-Around. Vince has some cone tops for the buoys, to be picked up.

Motion to Approve to Purchase of Three Illuminating Buoys as Pilot Program at \$2,115

Motion by Director Lattanzio; seconded by Director Furst

Vote: Ayes 5; Nays __; Abstain __; Absent __.

Motion Carried.

- c. Aquatic Vegetation / Water Quality
2023 Mucbiotics Dispersal Schedule
2023 Water Testing Schedule
- d. South Lagoon Diffuser Systems – no update
- e. North Lagoon aerator systems
Researching potential aerators (pending)

IX. PARKS AND OPEN SPACE

Began work on developing the FY23-24 Work Plan for Measure A

X. UPDATES ON PROJECTS OF INTEREST

- a. Highway 37 – NBWA concerned about HWY 37 is not be elevated
- b. State Coastal Conservancy South Lagoon Levee conveyance - Pending
- c. Novato Bayside Trail - Pending
- d. Pacheco Pond - SL's follow up
- e. Rezoning of Adjacent Wetlands - No change in status as of this publication

XI. NEW BUSINESS

a. Consideration of Yacht Club's proposal for the CSD and YC to split the costs of the Soils Report. The \$5,900 cost, each would pay half (\$2,950) and CSD would receive a YC-donated Stiff Arm and the installation of a concrete shore anchor for the dock. This will add stability to the CSD dock.

Motion to Approve CSD splitting cost with YC, paying \$2,950 towards the Soils Report and receiving a stiff arm and installation of a stiff arm for the CSD dock.

Motion by Director Lattanzio; seconded by Director Nash

Vote: Ayes 5; Nays __; Abstain __; Absent __.

Motion Carried.

b. ERTC request to increase ERTC budget from \$2,500 to \$5,000 for Conex Boxes. Does the box include the flooring and that they have cargo doors; Steven Nash will add 4x4s for the boxes on a gravel pad.

Motion to Approve increasing ERTC budget to \$5,000 (w/Conex box)

Motion by Director Nash; seconded by Director Lattanzio

Vote: Ayes 5; Nays __; Abstain __; Absent __.

Motion Carried.

c. Waterways/Open Space vehicle – Pending research

d. Enlarge enclosure at culvert

Proposals expected after publication of Notice/Agenda
Conex Box proposals

e. Resolution No. 23-01 Meeting Decorum [First Reading]

XII. DIRECTION OF FUTURE AGENDA ITEMS

For the June Meeting – FY23-24 Measure A Parks Work Plan [First Reading]

XIII. ADJOURNMENT

Motion to Adjourn

Motion by Director Lattanzio; seconded by Director Furst

Vote: Ayes 5; Nays __; Abstain __; Absent __.

Motion Carried.

Next regular meeting: June 15, 2023

Respectfully Submitted,

Michael Gadoua, Board Clerk

BMK's Needed Improvement Replacement Projects and Estimated costs are listed below:

BMK CSD 20 Year Project Funding Estimates

Projects	Estimated Costs in Dollars <i>(Includes 2.5% inflation)</i>
South Lock Electrical	512,500
North Lock Electrical	512,500
South Lock Mechanical Replacements	826,211
North Lock Mechanical Replacements	826,211
Cathode Protectors	335,500
Cathode Protectors	335,500
Flood Gates	1,383,750
Gate Repair Coating	666,250
Gate Repair Coating	666,250
North Lock Wing Repair	523,954
S Lagoon Levy Repairs	486,363
S Lagoon Levy Armorment	2,337,018
S Lagoon Levy Topping	1,402,173
S Lagoon Levy Ownership	150,000
Marine Infrastructure	747,825
Flood Control North & South	1,279,323
South Lagoon Overflow	430,500
North Lagoon Aeration	846,866
Water Quality Treatment	889,739
Small Boat for S. Lagoon	31,250
DMMS Permit	730,250
N. Lagoon Dredge 10-15 yr cycle	1,935,738
Creek Dredge Partnership	2,569,693
Tidal Prism Partnership	2,279,955
S. Lagoon Spot Dredge	1,427,951
Moat Dredge & Connections	191,805
N. Lagoon Spot Dredge	2,943,355
Engineering Management	1,000,000
Legal & Financial	1,000,000
Community Security	161,175
Project Oversight	500,000
Community Center	840,778
Montego Park Restroom	350,000
Montego Park Dog Park	350,000
Montego Park Play Structures and Surfacing	
Other Parks Improvements	

Total **31,470,383**

Beginning Balance	
Bond Proceeds	7,106,236
New Revenue Measure	25,582,354
Measure D Revenues	-
CIP Expenditures	31,470,383
Accrete to (use of) Fund Balance	
Ending Balance	
Minimum Ending Balance	0
Number Taxable Parcels	703
Tax/parcel/year	-
Tax/parcel/month	-
Term of Tax	25
	FYE 2025 -

Bond Funding	
Projects	7,106,236
Costs of Issuance	142,125
Reserve Fund	<u>583,889</u>
Total	7,832,250

Term years	25
rate	5.50%
Debt Service Payment	583,889
Coverage	58,389
Pay-go	<u>1,218,207</u>
Total	1,860,485
Tax/parcel/year	2,646
Tax/parcel/month	221

*levied only if necessary to cover delinquencies

Project Name	Description	Measure	Available Funding	Project Cost	Const. Cost	Soft Cost 20-25%	Fees & Permits	Contingency 10%	Start Date FYE 6/30	Completion Date FYE 6/30	Life	Cost with Inflation	Yrs @ 2.5%
DMMS Permit	DMMS Permit	N	N	\$730,250	\$500,000	\$110,000	\$25,000	\$95,250	2024	2044	20	\$730,250	
N. Lagoon Spot Dredge	N. Lagoon Dredge 10-15 year cycle	N	N	\$1,550,000	\$1,000,000	\$200,000	\$200,000	\$150,000	2033	2035	15	\$1,935,738	9
Creek Dredge	Creek Dredge Partnership	N	N	\$2,057,626	\$1,524,169	\$228,625	\$152,416	\$152,416	2035	2036	15	\$2,569,693	9
Flood Control	Tidal Prism Partnership	N	N	\$1,825,625	\$1,250,000	\$275,000	\$62,500	\$238,125	2036	2044	25	\$2,279,955	9
S. Lagoon Spot Dredge	S. Lagoon Spot Dredge	N	N	\$1,010,600	\$650,000	\$132,000	\$114,300	\$114,300	2038	2039	15	\$1,427,951	14
Moat Dredge	Moat Dredge BMK Blvd	N	N	\$182,563	\$125,000	\$27,500	\$6,250	\$23,813	2027	2028	10	\$191,805	2
N. Lagoon Spot Dredge	N. Lagoon Spot Dredge	N	N	\$1,841,150	\$1,150,000	\$253,000	\$219,075	\$219,075	2043	2044	15	\$2,943,355	19
				\$9,197,814								\$12,078,747	

143

Project Name	Description	Measure	Available Funding	Project Cost	Const. Cost	Soft Cost 20-25%	Fees & Permits	Contingency 10%	Start Date FYE 6/30	Completion Date FYE 6/30	Life	Inflation Years @2.5%	Cost with Inflation	yrs to Comp
		Y/N	Y/N											
South Lock Electrical	Replace Electrical system	N	N	\$500,000	\$400,000	\$80,000	\$20,000	\$60,000	2024	2026	25 yrs	1	\$512,500	1
North Lock Electrical	Replace Electrical system	N	N	\$500,000	\$400,000	\$80,000	\$20,000	\$60,000	2024	2026	25 yrs	1	\$512,500	1
Mechanical Repair	South Lock Mechanical	N	N	\$730,250	\$500,000	\$110,000	\$25,000	\$95,250	2025	2030	25 yrs	5	\$826,211	5
North Lock Mechanical	North Lock Mechanical	N	N	\$730,250	\$500,000	\$110,000	\$25,000	\$95,250	2030	2035	25 yrs	5	\$826,211	5
Cathode Protectors	Cathode Protectors	N	N	\$335,500	\$250,000	\$37,500	\$10,520	\$37,500	2024	2026	20 yrs	1	\$335,500	1
Cathode Protectors	Cathode Protectors	N	N	\$335,500	\$250,000	\$37,500	\$10,520	\$37,500	2024	2026	20 yrs	1	\$335,500	1
Flood Gates	Flood Gates	N	N	\$1,350,000	\$1,000,000	\$150,000	\$450,000	\$150,000	2025	2026	20 yrs	1	\$1,383,750	2
Gate Repair Coating	Gate Repair Coating	N	N	\$650,000	\$500,000	\$50,000	\$25,000	\$75,000	2025	2026	20 yrs	1	\$666,250	2
Gate Repair Coating	Gate Repair Coating	N	N	\$650,000	\$500,000	\$50,000	\$25,000	\$75,000	2025	2026	20 yrs	1	\$666,250	2
Wing Wall Repair	North Lock Wing Repair	N	N	\$511,175	\$350,000	\$77,000	\$17,500	\$66,675	2025	2026	10 yrs	1	\$523,954	2
				\$6,292,675									\$6,588,626	

11

Project Name	Description	Project Cost	Const. Cost	Soft Cost 20-25%	Fees & Permits	Contingency 10%	Start Date FYE 6/30	Completion		Life	Cost with Inflation	yrs @ 2.5%	yrs to complete
								Date FYE 6/30					
South Lagoon	S Lagoon Levy Repairs	\$474,500	\$350,000	\$55,000	\$17,500	\$52,000	2025	2026	25	\$486,363	1	1	
South Lagoon	S Lagoon Levy Armornment	\$1,825,675	\$1,250,000	\$275,000	\$62,550	\$238,125	2034	2044	20	\$2,337,018	10	10	
South Lagoon	S Lagoon Levy Topping	\$1,095,375	\$750,000	\$165,000	\$37,500	\$142,875	2034	2044	10	\$1,402,173	10	10	
South Lagoon	S Lagoon Levy Ownership Transfer	\$150,000					2025	2025				1	
Total Cost		\$3,545,550									\$4,225,553		

Project Name	Description	Measure	Available Funding	Project Cost	Const. Cost	Soft Cost 20% 25%	Fees & Permits	Contingency 15%	Start Date FYE 6/30	Completion Date FYE 6/30	Life - Years	Cost with Inflation	Yrs @ 2.5%
Marine Infrastructure	Replace Floats and Gangways	N	N	\$584,200	\$400,000	\$88,000	\$20,000	\$76,200	2034	2044	20	\$747,825	10
Flood Control North & South	Pumps Locks	N	N	\$1,050,000	\$750,000	\$150,000	\$37,500	\$112,500	2032	2040	25	\$1,279,323	8
South Lagoon Overflow	South Lagoon Overflow	N	N	\$420,000	\$300,000	\$60,000	\$15,000	\$45,000	2025	2027	20	\$430,500	1
North Lagoon Aeration	North Lagoon Aeration	N	N	\$730,250	\$500,000	\$110,000	\$25,000	\$95,250	2030	2044	20	\$846,866	6
Water Quality Treatment	Water Quality North & South	N	N	\$730,250	\$500,000	\$110,000	\$25,000	\$95,250	2024	2044	20	\$889,739	8
Maintenance - Small Work Boat	Small Work Boat	N	N	\$31,250	\$20,000	\$5,000	\$2,500	\$3,750	2024	2025	25	\$31,250	
Lagoon Total				\$3,545,950								\$4,225,503	

9

Project Name	Description	Measure	Available Funding	Project Cost	Const. Cost	Soft Cost 20-25%	Fees & Permits	Contingency 10%	Start Date FYE 6/30	Completion Date FYE 6/30	Life	Cost with Inflation	Yrs @ 2.5%
Engineering Management	Costs of Engineering Co.	N	N	\$1,000,000		\$1,000,000			2024	2044		\$1,000,000	
Legal & Financial	Legal and Financial Costs	N	N	\$1,000,000		\$1,000,000			2024	2044		\$1,000,000	
Community Security		N	N	\$161,175		\$77,000	\$17,500	\$66,675	2034	2035		\$161,175	
Project Oversight	Additional CSD Staff	N	N	\$500,000		\$500,000			2024	2044		\$500,000	
CSD Community Center	Community Center Improvements	N	N	\$725,000	\$500,000	\$125,000	\$25,000	\$75,000	2030	2032		\$840,778	6
		Community Management Total		\$3,386,175								\$3,501,953	

147

Project Name	Project Cost	Const. Cost	Soft Cost 20-25%	Fees & Permits	Contingency 15%	Start Date FYE 6/30	Completion Date FYE 6/30	Life - Years
Montego Park Restroom	\$350,000	\$250,000	\$50,000	\$12,500	\$37,500	2035	2036	20
Montego Park Dog Park	\$350,000	\$250,000	\$50,000	\$12,500	\$37,500	2035	2036	20
Montego Park Total	\$0	Already funded by measure A						

		Cost		With 2.5% Inflation
	Locks	\$6,292,675		\$6,588,626
	Levees	\$3,545,550		\$4,225,553
	Lagoons	\$3,545,950		\$4,225,503
	Dredging	\$9,197,814		\$12,078,747
	Management	\$3,386,175		\$3,386,175
	Parks	\$0		\$0
	Total	\$25,968,164		\$30,504,605