

**RICHARDSON'S BAY REGIONAL AGENCY**  
**Board of Directors Meeting Agenda**  
**Thursday, October 14, 2021**

Join Zoom Webinar:

<https://us06web.zoom.us/j/88159255611?pwd=VUNRVklESk9QSHBQbkoxWitalO1KQT09>

**Webinar ID:** 881 5925 5611

**Password:** 899921

PUBLIC COMMENT IS INVITED CONCERNING EACH AGENDIZED ITEM PURSUANT TO THE BROWN ACT.  
PLEASE LIMIT YOUR COMMENTS TO THREE (3) MINUTES.

Please see above meeting notice information about options to comment remotely in advance, during the meeting via Zoom by writing "I wish to comment" in the chat feature, or via phone by typing \*9 to raise your hand. You will be recognized to speak at the appropriate time during the agenda items.

**5:30 PM: CALL TO ORDER IN REMOTE OPEN SESSION**

- 1) Call to order and roll call.
- 2) Consent Agenda. The Consent Agenda reflects those agenda items with prior policy approval from the Board and/or are administrative matters. Unless any item is specifically removed by a member of the Board, staff, or public in attendance, the Consent Agenda will be adopted by one motion.
  - a) Approve minutes of August 12, 2021.
- 3) Action Item: Adopt resolution allowing continued use of tele/video-conferencing for Richardson's Bay Regional Board of Directors meetings subject to the Brown Act. Recommended action: Approve.
- 4) Harbor Master's Report, for information only.
- 5) Resolution expressing appreciation for Curtis Havel as RBRA Harbor Master. Recommended action: Approve.
- 6) Informational Item: Presentation from the United States Coast Guard, Sector San Francisco, pertaining to jurisdictional relationships in Richardson's Bay. Receive information.
- 7) Informational Item: Richardson's Bay Regional Agency Transition Plan 2.0 progress report. Staff recommendation: Accept report, and direct staff to reschedule the November 11, 2021 Board of Directors meeting due to the Veterans' Day Holiday.
- 8) Contract with Regional Government Services Authority (RGS) for Interim RBRA Executive Director services. Recommended action: Approve.
- 9) Open time for public expression. Members of the public are welcome to address the Board for up to three minutes per speaker on matters not on the agenda. Under the state Brown Act, Board members may not deliberate or take action on items not on the agenda, and generally only may listen.
- 10) Reports/comments: a) Staff report; b) Board Member matters.

**ADJOURN TO CLOSED SESSION:**

- 1) CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION  
Significant exposure to litigation pursuant to California Government Code § 54956.9(d)(2).  
Number of potential cases: Two.
- 2) CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION

**RICHARDSON'S BAY REGIONAL AGENCY**  
**Board of Directors Meeting Notice**  
**Thursday, October 14, 2021**

**Via Remote Zoom Meeting:**

<https://us06web.zoom.us/j/88159255611?pwd=VUNRVklESk9QSHBQbkoxWitaL01KQT09>

Webinar ID: 881 5925 5611

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**Coronavirus (COVID-19) Advisory Notice:** In compliance with local and state shelter-in-place orders and the Brown Act (Cal. Government Code Section 54950 et seq.) as amended by AB 361 (September 16, 2021), the Agency will not offer an in-person meeting location for the public to attend this meeting. Members of the public may offer public comment remotely from a safe location as described below. Members of the Board of Directors or staff may participate in this meeting electronically or via teleconference.

**How to participate remotely:** Comments may be emailed to [jmalcolm@marincounty.org](mailto:jmalcolm@marincounty.org) in advance of the meeting; please write "Public Comment" in the subject line. Comments submitted at least one hour prior to the start of the meeting will be forwarded to the Board of Directors prior to the meeting start. Those received after this time will be shared with the Board members after the meeting.

The meeting will be available to the public through Zoom video conference. Those who do not have access to Zoom may access the meeting by calling one of the toll-free phone numbers below.

The Richardson's Bay Regional Agency (RBRA) is inviting you to a scheduled Zoom meeting.  
Topic: RBRA Board of Directors Meeting, Thursday, October 14, 2021  
Time: October 14, 2021 - Open session regular meeting 5:30 PM Pacific Time (US and Canada)

Join Zoom Webinar:

<https://us06web.zoom.us/j/88159255611?pwd=VUNRVklESk9QSHBQbkoxWitaL01KQT09>

Webinar ID: 881 5925 5611

Webinar Passcode: 899921

One tap mobile: (720) 707-2699 or (253) 215-8782

Find your local number: <https://zoom.us/u/ayYK5Oc1j> or <https://us06web.zoom.us/u/kezyWoJ2kE>

The RBRA encourages that comments be submitted in advance of the meeting. Those members of the public using the Zoom video conference function who wish to comment on an agenda item for public comment may write "I wish to comment" in the chat section of the remote meeting platform, or click on "raise hand" when that item is underway. Those members of the public attending by telephone who wish to comment should press \*9 on their keypad. The Clerk will unmute the speakers one at a time at the appropriate time for public comment.

Any member of the public who needs special accommodations in advance of the public meeting to attend may email the Agency at [jmalcolm@marincounty.org](mailto:jmalcolm@marincounty.org), or phone (415) 971-3919, and we will use our best efforts to provide assistance. If assistance is needed during the meeting, you may email [jmalcolm@marincounty.org](mailto:jmalcolm@marincounty.org), and best efforts will be made to provide such assistance.

Initiation of litigation pursuant to California Government Code § 54956.9(d)(4).

Number of Potential Cases: One.

**RE-CONVENE IN OPEN SESSION AND ADJOURN**

*AN AGENDA PACKET IS AVAILABLE AT THE RBRA WEBSITE [rbra.ca.gov](http://rbra.ca.gov) and at the Marin County Community Development Agency,  
3501 Civic Center Dr. Room 308, San Rafael, CA 94903 (415) 971-3919 [jmalcolm@marincounty.org](mailto:jmalcolm@marincounty.org)*

Richardson's Bay Regional Agency

Board of Directors Meeting

October 14, 2021

Agenda Item #2a

# RICHARDSON'S BAY REGIONAL AGENCY

DRAFT MINUTES OF AUGUST 12, 2021

Board of Directors Meeting

HELD REMOTELY VIA ZOOM

## 4:30 PM: CALL TO ORDER IN REMOTE OPEN SESSION

**MEMBERS PRESENT:** Stephanie Moulton-Peters, Chair (Marin County), Steve Block, Vice Chair (Belvedere); Alice Fredericks (Tiburon), Jim Wickham (Mill Valley),

**STAFF:** Curtis Havel (Harbormaster); Jim Malcolm (Assistant Harbormaster), Jenna Brady (Legal Counsel)

## ADJOURN TO REMOTE CLOSED SESSION:

1) CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to California Government Code § 54956.9(d)(2).  
Number of potential case(s): One.

## 5:30 PM: RECONVENE IN REMOTE OPEN SESSION

### 1. Call to order and roll call.

**MEMBERS PRESENT:** Steve Block (Belvedere); Stephanie Moulton-Peters (Marin County); Alice Fredericks (Tiburon); Jim Wickham, Chair (Mill Valley)

**MEMBERS ABSENT:** none

**STAFF:** Curtis Havel (Harbormaster); Jim Malcolm (Assistant Harbormaster)

### 2. Consent Agenda

a. Approve minutes of July 8, 2021.

No comment from public.

M/S Block/Fredericks to approve the Consent Agenda. Motion passed unanimously.

**3. Action Item:** Presentation of the Final Draft Eelgrass Protection Management Plan (EPMP) by Rebecca Schwartz Lesberg from Coastal Policy Solutions. Staff Recommendation: Receive report and take action to adopt final EPMP.

Comments from Robbie Powelson, Holly Wild, Jeff Jacob Chase, and Barbara Salzman.

M/S Block/Wickham motion to adopt the EPMP and direct staff to implement the EPMP. Motion passed unanimously.

**4. Action Item:** Presentation of Proposed Settlement Agreement with the San Francisco Bay Conservation and Development Commission (BCDC). Staff Recommendation: Authorize the Board Chair to execute a settlement agreement between RBRA and BCDC to resolve pending enforcement action by BCDC against RBRA, pursuant to terms presented in the tentative agreement.

Question from Chair Moulton-Peters.

Comments from Robbie Powelson, Holly Wild, Jeff Jacob Chase, Timothy Logan, Joan Cox, Sally Wilkinson, Janelle Kellman, Barbara Salzman, Unknown (Powelson phone), Court Mast, Burnes.

M/S Wickham/Block motion to execute settlement agreement between RBRA and BCDC to resolve pending enforcement action by BCDC against RBRA, pursuant to terms presented in the tentative agreement. Motion passed unanimously.

**5. Open time for public expression.**

No comments.

**6. Reports/comments.**

Harbormaster Havel reported that 85 vessels are currently anchored in Richardson's Bay. Since the last RBRA Board Meeting, 2 vessels have arrived in the anchorage. All the recently arrived vessels were either posted with notices and/or informed of the rules for anchoring in Richardson's Bay, including but not limited to the 72-hour limit. The RBRA will continue to use the US Army Corps of Engineers to dispose of voluntarily surrendered vessels. One application was submitted and approved for an anchoring permit.

**7. Adjournment.**

The meeting was adjourned at 7:53pm

Richardson's Bay Regional Agency

Board of Directors Meeting

October 14, 2021

Agenda Item #3

# RICHARDSON'S BAY REGIONAL AGENCY

## STAFF REPORT

For the meeting of October 14, 2021

**To:** RBRA Board of Directors  
**From:** Curtis Havel, Harbormaster  
**Subject:** Adoption of AB 361 (Robert Rivas. Open meetings: state and local agencies: teleconferences)

### STAFF RECOMMENDATION:

Adopt Resolution No. 03-21 allowing continued use of Tele/Videoconferencing for County public meetings for the month of October, 2021.

### SUMMARY:

Last week, Governor Newsom signed AB-361 (attached). The legislation, which took effect immediately, provides that local government bodies subject to the Brown Act can continue to use video and/or teleconferencing through December 31, 2023, in the manner that Governor Newsom's executive orders authorized during the COVID-19 pandemic. A public entity can use AB 361's provisions under certain conditions, including when state or local officials have recommended social distancing during a proclaimed state of emergency.

The Marin County Director of Health & Human Services has recommended that the County and Special Districts continue to use social distancing to enhance safety at public meetings. The proposed resolution would provide the RBRA Board of Directors with the option to continue to use video- and/or teleconferencing when appropriate while the state proclamation of emergency remains in place. The proposed resolution does not require that Your Board continue holding teleconference meetings.

**FISCAL IMPACT:** There will be no impact from this action.

### Attachments:

Draft Resolution No. 03-21  
California Assembly Bill 361 (AB 361)



# RICHARDSON'S BAY REGIONAL AGENCY

## RESOLUTION NUMBER 03-21

### **A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RICHARDSON'S BAY REGIONAL AGENCY MAKING FINDINGS THAT THE PROCLAIMED STATE OF EMERGENCY CONTINUES TO IMPACT THE ABILITY TO MEET SAFELY IN PERSON AND DECLARING THAT THE BOARD OF DIRECTORS WILL CONTINUE TO MEET REMOTELY IN ORDER TO ENSURE THE HEALTH AND SAFETY OF THE PUBLIC**

**WHEREAS**, the Richardson's Bay Regional Agency (the "RBRA") is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

**WHEREAS**, all meetings of the RBRA's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the RBRA's legislative body conduct their business; and

**WHEREAS**, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

**WHEREAS**, on March 4, 2020, Governor Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the State prepare for a broader spread of COVID-19; and

**WHEREAS**, on March 17, 2020, in response to the COVID-19 pandemic, Governor Newsom issued Executive Order N-29-20, which suspended certain provisions of the Ralph M. Brown Act in order to allow local legislative bodies to conduct meetings electronically without a physical meeting place; and

**WHEREAS**, as a result of Executive Order N-29-20, staff set up Zoom teleconference meetings for all RBRA Board of Directors meetings; and

**WHEREAS**, on June 11, 2021, Governor Newsom issued Executive Order N-08-21, which specified that Executive Order N-29-20 would remain in effect through September 30, 2021, at which point it would expire; and

**WHEREAS**, since the issuance of Executive Order N-08-21, the Delta variant has emerged, causing a spike in COVID-19 cases throughout the state; and

**WHEREAS**, the Governor's proclaimed State of Emergency remains in effect, and State and local officials, including the Marin County Director of Health and Human Services, the California Department of Public Health, and the Department of Industrial Relations, have imposed or recommended measures to promote social distancing; and

**WHEREAS**, on September 16, 2021, the Governor signed Assembly Bill 361 into law, as urgency legislation that goes into effect on October 1, 2021, amending Government Code Section 54953 of the Brown Act to allow legislative bodies to continue to meet remotely during a proclaimed state of emergency, provided certain conditions are met and certain findings are made; and

**WHEREAS**, the continued local rates of transmission of the virus and variants causing COVID-19 are such that the Director of Health & Human Services has recommended that the County continue to emphasize social distancing in order to minimize the potential spread of COVID-19 during indoor, public meetings.

**WHEREAS**, the RBRA cannot maintain adequate safe social distance between members of the public, Board members and staff in their respective meeting locations; and

**WHEREAS**, because of the rise in cases due to the Delta variant, the RBRA is concerned about the health and safety of attendees, the RBRA's Board of Directors desires to take the actions necessary to comply with AB 361 and to continue to hold its Board and committee meetings remotely.

**NOW, THEREFORE, THE RICHARDSON'S BAY REGIONAL AGENCY BOARD OF DIRECTORS RESOLVES AS FOLLOWS:**

1. The Board has reconsidered the circumstances of the State of Emergency, and finds that:
  - a. The factors triggering the State of Emergency continue to directly impact the ability of the members of the Board of Directors and RBRA staff, and members of the public to meet safely in person; and
  - b. State and local officials continue to recommend measures to promote social distancing.
2. RBRA Board of Directors meetings will continue to be conducted remotely for the next 30 days in compliance with AB 361 and Government Code Section 54953(e)(2), in order to ensure the health and safety of the public while providing access to public meetings.
3. The Board of Directors will reconsider the circumstances of the State of Emergency and revisit the need to conduct meetings remotely within 30 days of the adoption of this Resolution.

REGULARLY PASSED AND ADOPTED this 14th day of October 2021.

Votes:

CERTIFICATION:

Stephanie Moulton-Peters - Board Chair

Curtis Havel - Harbormaster



## Assembly Bill No. 361

### CHAPTER 165

An act to add and repeal Section 89305.6 of the Education Code, and to amend, repeal, and add Section 54953 of, and to add and repeal Section 11133 of, the Government Code, relating to open meetings, and declaring the urgency thereof, to take effect immediately.

[Approved by Governor September 16, 2021. Filed with  
Secretary of State September 16, 2021.]

#### LEGISLATIVE COUNSEL'S DIGEST

AB 361, Robert Rivas. Open meetings: state and local agencies: teleconferences.

(1) Existing law, the Ralph M. Brown Act requires, with specified exceptions, that all meetings of a legislative body of a local agency, as those terms are defined, be open and public and that all persons be permitted to attend and participate. The act contains specified provisions regarding the timelines for posting an agenda and providing for the ability of the public to directly address the legislative body on any item of interest to the public. The act generally requires all regular and special meetings of the legislative body be held within the boundaries of the territory over which the local agency exercises jurisdiction, subject to certain exceptions. The act allows for meetings to occur via teleconferencing subject to certain requirements, particularly that the legislative body notice each teleconference location of each member that will be participating in the public meeting, that each teleconference location be accessible to the public, that members of the public be allowed to address the legislative body at each teleconference location, that the legislative body post an agenda at each teleconference location, and that at least a quorum of the legislative body participate from locations within the boundaries of the local agency's jurisdiction. The act provides an exemption to the jurisdictional requirement for health authorities, as defined. The act authorizes the district attorney or any interested person, subject to certain provisions, to commence an action by mandamus or injunction for the purpose of obtaining a judicial determination that specified actions taken by a legislative body are null and void.

Existing law, the California Emergency Services Act, authorizes the Governor, or the Director of Emergency Services when the governor is inaccessible, to proclaim a state of emergency under specified circumstances.

Executive Order No. N-29-20 suspends the Ralph M. Brown Act's requirements for teleconferencing during the COVID-19 pandemic provided that notice and accessibility requirements are met, the public members are allowed to observe and address the legislative body at the meeting, and that a legislative body of a local agency has a procedure for receiving and swiftly

resolving requests for reasonable accommodation for individuals with disabilities, as specified.

This bill, until January 1, 2024, would authorize a local agency to use teleconferencing without complying with the teleconferencing requirements imposed by the Ralph M. Brown Act when a legislative body of a local agency holds a meeting during a declared state of emergency, as that term is defined, when state or local health officials have imposed or recommended measures to promote social distancing, during a proclaimed state of emergency held for the purpose of determining, by majority vote, whether meeting in person would present imminent risks to the health or safety of attendees, and during a proclaimed state of emergency when the legislative body has determined that meeting in person would present imminent risks to the health or safety of attendees, as provided.

This bill would require legislative bodies that hold teleconferenced meetings under these abbreviated teleconferencing procedures to give notice of the meeting and post agendas, as described, to allow members of the public to access the meeting and address the legislative body, to give notice of the means by which members of the public may access the meeting and offer public comment, including an opportunity for all persons to attend via a call-in option or an internet-based service option, and to conduct the meeting in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body. The bill would require the legislative body to take no further action on agenda items when there is a disruption which prevents the public agency from broadcasting the meeting, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments, until public access is restored. The bill would specify that actions taken during the disruption are subject to challenge proceedings, as specified.

This bill would prohibit the legislative body from requiring public comments to be submitted in advance of the meeting and would specify that the legislative body must provide an opportunity for the public to address the legislative body and offer comment in real time. The bill would prohibit the legislative body from closing the public comment period and the opportunity to register to provide public comment, until the public comment period has elapsed or until a reasonable amount of time has elapsed, as specified. When there is a continuing state of emergency, or when state or local officials have imposed or recommended measures to promote social distancing, the bill would require a legislative body to make specified findings not later than 30 days after the first teleconferenced meeting pursuant to these provisions, and to make those findings every 30 days thereafter, in order to continue to meet under these abbreviated teleconferencing procedures.

Existing law prohibits a legislative body from requiring, as a condition to attend a meeting, a person to register the person's name, or to provide other information, or to fulfill any condition precedent to the person's attendance.

This bill would exclude from that prohibition, a registration requirement imposed by a third-party internet website or other online platform not under the control of the legislative body.

(2) Existing law, the Bagley-Keene Open Meeting Act, requires, with specified exceptions, that all meetings of a state body be open and public and all persons be permitted to attend any meeting of a state body. The act requires at least one member of the state body to be physically present at the location specified in the notice of the meeting.

The Governor's Executive Order No. N-29-20 suspends the requirements of the Bagley-Keene Open Meeting Act for teleconferencing during the COVID-19 pandemic, provided that notice and accessibility requirements are met, the public members are allowed to observe and address the state body at the meeting, and that a state body has a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, as specified.

This bill, until January 31, 2022, would authorize, subject to specified notice and accessibility requirements, a state body to hold public meetings through teleconferencing and to make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the state body. With respect to a state body holding a public meeting pursuant to these provisions, the bill would suspend certain requirements of existing law, including the requirements that each teleconference location be accessible to the public and that members of the public be able to address the state body at each teleconference location. Under the bill, a state body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically would satisfy any requirement that the state body allow members of the public to attend the meeting and offer public comment. The bill would require that each state body that holds a meeting through teleconferencing provide notice of the meeting, and post the agenda, as provided. The bill would urge state bodies utilizing these teleconferencing procedures in the bill to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to existing law, as provided.

(3) Existing law establishes the various campuses of the California State University under the administration of the Trustees of the California State University, and authorizes the establishment of student body organizations in connection with the operations of California State University campuses.

The Gloria Romero Open Meetings Act of 2000 generally requires a legislative body, as defined, of a student body organization to conduct its business in a meeting that is open and public. The act authorizes the legislative body to use teleconferencing, as defined, for the benefit of the public and the legislative body in connection with any meeting or proceeding authorized by law.

This bill, until January 31, 2022, would authorize, subject to specified notice and accessibility requirements, a legislative body, as defined for purposes of the act, to hold public meetings through teleconferencing and

to make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the legislative body. With respect to a legislative body holding a public meeting pursuant to these provisions, the bill would suspend certain requirements of existing law, including the requirements that each teleconference location be accessible to the public and that members of the public be able to address the legislative body at each teleconference location. Under the bill, a legislative body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically would satisfy any requirement that the legislative body allow members of the public to attend the meeting and offer public comment. The bill would require that each legislative body that holds a meeting through teleconferencing provide notice of the meeting, and post the agenda, as provided. The bill would urge legislative bodies utilizing these teleconferencing procedures in the bill to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to existing law, as provided.

(4) This bill would declare the Legislature's intent, consistent with the Governor's Executive Order No. N-29-20, to improve and enhance public access to state and local agency meetings during the COVID-19 pandemic and future emergencies by allowing broader access through teleconferencing options.

(5) This bill would incorporate additional changes to Section 54953 of the Government Code proposed by AB 339 to be operative only if this bill and AB 339 are enacted and this bill is enacted last.

(6) The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

(7) Existing constitutional provisions require that a statute that limits the right of access to the meetings of public bodies or the writings of public officials and agencies be adopted with findings demonstrating the interest protected by the limitation and the need for protecting that interest.

This bill would make legislative findings to that effect.

(8) This bill would declare that it is to take effect immediately as an urgency statute.

*The people of the State of California do enact as follows:*

SECTION 1. Section 89305.6 is added to the Education Code, to read:  
89305.6. (a) Notwithstanding any other provision of this article, and subject to the notice and accessibility requirements in subdivisions (d) and (e), a legislative body may hold public meetings through teleconferencing

and make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the legislative body.

(b) (1) For a legislative body holding a public meeting through teleconferencing pursuant to this section, all requirements in this article requiring the physical presence of members, the clerk or other personnel of the legislative body, or the public, as a condition of participation in or quorum for a public meeting, are hereby suspended.

(2) For a legislative body holding a public meeting through teleconferencing pursuant to this section, all of the following requirements in this article are suspended:

(A) Each teleconference location from which a member will be participating in a public meeting or proceeding be identified in the notice and agenda of the public meeting or proceeding.

(B) Each teleconference location be accessible to the public.

(C) Members of the public may address the legislative body at each teleconference conference location.

(D) Post agendas at all teleconference locations.

(E) At least one member of the legislative body be physically present at the location specified in the notice of the meeting.

(c) A legislative body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically, consistent with the notice and accessibility requirements in subdivisions (d) and (e), shall have satisfied any requirement that the legislative body allow members of the public to attend the meeting and offer public comment. A legislative body need not make available any physical location from which members of the public may observe the meeting and offer public comment.

(d) If a legislative body holds a meeting through teleconferencing pursuant to this section and allows members of the public to observe and address the meeting telephonically or otherwise electronically, the legislative body shall also do both of the following:

(1) Implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.), and resolving any doubt whatsoever in favor of accessibility.

(2) Advertise that procedure each time notice is given of the means by which members of the public may observe the meeting and offer public comment, pursuant to paragraph (2) of subdivision (e).

(e) Except to the extent this section provides otherwise, each legislative body that holds a meeting through teleconferencing pursuant to this section shall do both of the following:

(1) Give advance notice of the time of, and post the agenda for, each public meeting according to the timeframes otherwise prescribed by this article, and using the means otherwise prescribed by this article, as applicable.



(2) In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, also give notice of the means by which members of the public may observe the meeting and offer public comment. As to any instance in which there is a change in the means of public observation and comment, or any instance prior to the effective date of this section in which the time of the meeting has been noticed or the agenda for the meeting has been posted without also including notice of the means of public observation and comment, a legislative body may satisfy this requirement by advertising the means of public observation and comment using the most rapid means of communication available at the time. Advertising the means of public observation and comment using the most rapid means of communication available at the time shall include, but need not be limited to, posting such means on the legislative body's internet website.

(f) All legislative bodies utilizing the teleconferencing procedures in this section are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the otherwise applicable provisions of this article, in order to maximize transparency and provide the public access to legislative body meetings.

(g) This section shall remain in effect only until January 31, 2022, and as of that date is repealed.

SEC. 2. Section 11133 is added to the Government Code, to read:

11133. (a) Notwithstanding any other provision of this article, and subject to the notice and accessibility requirements in subdivisions (d) and (e), a state body may hold public meetings through teleconferencing and make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the state body.

(b) (1) For a state body holding a public meeting through teleconferencing pursuant to this section, all requirements in this article requiring the physical presence of members, the clerk or other personnel of the state body, or the public, as a condition of participation in or quorum for a public meeting, are hereby suspended.

(2) For a state body holding a public meeting through teleconferencing pursuant to this section, all of the following requirements in this article are suspended:

(A) Each teleconference location from which a member will be participating in a public meeting or proceeding be identified in the notice and agenda of the public meeting or proceeding.

(B) Each teleconference location be accessible to the public.

(C) Members of the public may address the state body at each teleconference conference location.

(D) Post agendas at all teleconference locations.

(E) At least one member of the state body be physically present at the location specified in the notice of the meeting.

(c) A state body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically

or otherwise electronically, consistent with the notice and accessibility requirements in subdivisions (d) and (e), shall have satisfied any requirement that the state body allow members of the public to attend the meeting and offer public comment. A state body need not make available any physical location from which members of the public may observe the meeting and offer public comment.

(d) If a state body holds a meeting through teleconferencing pursuant to this section and allows members of the public to observe and address the meeting telephonically or otherwise electronically, the state body shall also do both of the following:

(1) Implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.), and resolving any doubt whatsoever in favor of accessibility.

(2) Advertise that procedure each time notice is given of the means by which members of the public may observe the meeting and offer public comment, pursuant to paragraph (2) of subdivision (e).

(e) Except to the extent this section provides otherwise, each state body that holds a meeting through teleconferencing pursuant to this section shall do both of the following:

(1) Give advance notice of the time of, and post the agenda for, each public meeting according to the timeframes otherwise prescribed by this article, and using the means otherwise prescribed by this article, as applicable.

(2) In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, also give notice of the means by which members of the public may observe the meeting and offer public comment. As to any instance in which there is a change in the means of public observation and comment, or any instance prior to the effective date of this section in which the time of the meeting has been noticed or the agenda for the meeting has been posted without also including notice of the means of public observation and comment, a state body may satisfy this requirement by advertising the means of public observation and comment using the most rapid means of communication available at the time. Advertising the means of public observation and comment using the most rapid means of communication available at the time shall include, but need not be limited to, posting such means on the state body's internet website.

(f) All state bodies utilizing the teleconferencing procedures in this section are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the otherwise applicable provisions of this article, in order to maximize transparency and provide the public access to state body meetings.

(g) This section shall remain in effect only until January 31, 2022, and as of that date is repealed.

SEC. 3. Section 54953 of the Government Code is amended to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivisions (d) and (e). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, “teleconference” means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public’s right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) (1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) A legislative body that holds a meeting pursuant to this subdivision shall do all of the following:

(A) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(B) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3.

In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(C) The legislative body shall conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body of a local agency.

(D) In the event of a disruption which prevents the public agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption which prevents the public agency from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(E) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the legislative body and offer comment in real time. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(F) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(G) (i) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to subparagraph (F), to provide public comment until that timed public comment period has elapsed.

(ii) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to subparagraph (F), or otherwise be recognized for the purpose of providing public comment.

(iii) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to subparagraph (F), until the timed general public comment period has elapsed.

(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(ii) State or local officials continue to impose or recommend measures to promote social distancing.

(4) For the purposes of this subdivision, “state of emergency” means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).

(f) This section shall remain in effect only until January 1, 2024, and as of that date is repealed.

SEC. 3.1. Section 54953 of the Government Code is amended to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency in person, except as otherwise provided in this chapter. Local agencies shall conduct meetings subject to this chapter consistent with applicable state and federal civil rights laws, including, but not limited to, any applicable language access and other nondiscrimination obligations.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body

shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivisions (d) and (e). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, “teleconference” means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public’s right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter

2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) (1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) A legislative body that holds a meeting pursuant to this subdivision shall do all of the following:

(A) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(B) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3. In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(C) The legislative body shall conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body of a local agency.

(D) In the event of a disruption which prevents the public agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption which prevents the public agency from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(E) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for



the public to address the legislative body and offer comment in real time. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(F) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(G) (i) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to subparagraph (F), to provide public comment until that timed public comment period has elapsed.

(ii) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to subparagraph (F), or otherwise be recognized for the purpose of providing public comment.

(iii) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to subparagraph (F), until the timed general public comment period has elapsed.

(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(ii) State or local officials continue to impose or recommend measures to promote social distancing.

(4) For the purposes of this subdivision, “state of emergency” means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).

(f) This section shall remain in effect only until January 1, 2024, and as of that date is repealed.

SEC. 4. Section 54953 is added to the Government Code, to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting

of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivision (d). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, “teleconference” means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public’s right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting,

members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) This section shall become operative January 1, 2024.

SEC. 4.1. Section 54953 is added to the Government Code, to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, in person except as otherwise provided in this chapter. Local agencies shall conduct meetings subject to this chapter consistent with applicable state and federal civil rights laws, including, but not limited to, any applicable language access and other nondiscrimination obligations.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the

legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivision (d). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, “teleconference” means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public’s right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint

powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) This section shall become operative January 1, 2024.

SEC. 5. Sections 3.1 and 4.1 of this bill incorporate amendments to Section 54953 of the Government Code proposed by both this bill and Assembly Bill 339. Those sections of this bill shall only become operative if (1) both bills are enacted and become effective on or before January 1, 2022, but this bill becomes operative first, (2) each bill amends Section 54953 of the Government Code, and (3) this bill is enacted after Assembly Bill 339, in which case Section 54953 of the Government Code, as amended by Sections 3 and 4 of this bill, shall remain operative only until the operative date of Assembly Bill 339, at which time Sections 3.1 and 4.1 of this bill shall become operative.

SEC. 6. It is the intent of the Legislature in enacting this act to improve and enhance public access to state and local agency meetings during the COVID-19 pandemic and future applicable emergencies, by allowing broader access through teleconferencing options consistent with the Governor's Executive Order No. N-29-20 dated March 17, 2020, permitting expanded use of teleconferencing during the COVID-19 pandemic.

SEC. 7. The Legislature finds and declares that Sections 3 and 4 of this act, which amend, repeal, and add Section 54953 of the Government Code, further, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

This act is necessary to ensure minimum standards for public participation and notice requirements allowing for greater public participation in teleconference meetings during applicable emergencies.

SEC. 8. (a) The Legislature finds and declares that during the COVID-19 public health emergency, certain requirements of the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code) were suspended by Executive Order N-29-20. Audio and video teleconference were widely used to conduct public meetings in lieu of physical location meetings, and public meetings conducted by teleconference during the COVID-19 public health emergency have been productive, have increased public participation by all members of the public regardless of their location in the state and ability to travel to physical meeting locations, have protected the health and safety of civil servants and the public, and have reduced travel costs incurred by members of state bodies and reduced work hours spent traveling to and from meetings.

(b) The Legislature finds and declares that Section 1 of this act, which adds and repeals Section 89305.6 of the Education Code, Section 2 of this act, which adds and repeals Section 11133 of the Government Code, and Sections 3 and 4 of this act, which amend, repeal, and add Section 54953 of the Government Code, all increase and potentially limit the public's right of access to the meetings of public bodies or the writings of public officials and agencies within the meaning of Section 3 of Article I of the California Constitution. Pursuant to that constitutional provision, the Legislature makes the following findings to demonstrate the interest protected by this limitation and the need for protecting that interest:

(1) By removing the requirement that public meetings be conducted at a primary physical location with a quorum of members present, this act protects the health and safety of civil servants and the public and does not preference the experience of members of the public who might be able to attend a meeting in a physical location over members of the public who cannot travel or attend that meeting in a physical location.

(2) By removing the requirement for agendas to be placed at the location of each public official participating in a public meeting remotely, including from the member's private home or hotel room, this act protects the personal, private information of public officials and their families while preserving the public's right to access information concerning the conduct of the people's business.

SEC. 9. This act is an urgency statute necessary for the immediate preservation of the public peace, health, or safety within the meaning of Article IV of the California Constitution and shall go into immediate effect. The facts constituting the necessity are:

In order to ensure that state and local agencies can continue holding public meetings while providing essential services like water, power, and fire protection to their constituents during public health, wildfire, or other states of emergencies, it is necessary that this act take effect immediately.

Richardson's Bay Regional Agency

Board of Directors Meeting

October 14, 2021

Agenda Item #4

# RICHARDSON'S BAY REGIONAL AGENCY

## STAFF REPORT

For the meeting of October 14, 2021

**To:** RBRA Board of Directors  
**From:** Curtis Havel, Harbormaster  
**Subject:** Harbormaster's Report

I am announcing my departure from the Richardson's Bay Regional Agency (RBRA) at the end of October 2021 to pursue other career opportunities. It has been my great pleasure to work with such a dedicated team during my tenure as RBRA's Harbormaster.

"Team RBRA" has accomplished much over the last two years. The RBRA Board of Directors launched initiatives in 2019 to clarify enforcement priorities and simultaneously raise awareness about the plight of vulnerable individuals in the anchorage. The team successfully coordinated efforts to improve outreach services into the anchorage, ultimately leading to the hiring of two dedicated outreach service workers (in late 2020) and two housing case managers (in 2021).

The team also successfully created and implemented the following programs:

- Adoption of the 2020 Transition Plan providing guidance regarding future management of the anchorage;
- Adoption of an Eelgrass Protection and Management Plan, including the creation of an Eelgrass Protection Zone on Richardson's Bay; and,
- Adoption of Settlement Agreement with BCDC.

To support and educate the maritime community and members of the public, improvements were made to the RBRA's website ([www.rbra.ca.gov](http://www.rbra.ca.gov)), accounts on Instagram (@RBRA1987) and Nextdoor were created, and staff has regularly interfaced with local marina operators and maritime professionals to provide information about the RBRA.

The efforts and successes above were supported through successful acquisition of grant funding. These grants included the Surrendered and Abandoned Vessel Exchange (SAVE) and Boating Safety and Enforcement Equipment (BSEE) from the California Department of Boating and Waterways, the National Oceanic Atmospheric Administration's Marine Debris Program, and the Ocean Protection Council's Climate Change Program.

Finally, the number of unoccupied and unseaworthy vessels on the anchorage has been effectively reduced to zero, and all vessels arriving to Richardson's Bay have been informed of the 72-hour limitation on anchoring, thus fulfilling the RBRA Board of Directors' 2019 resolution. This could not have been accomplished without the support of law enforcement from the RBRA's member agencies, the hiring of the full-time Assistant Harbormaster, and the constant support of the Marin



County Sheriff's Office, the United States Coast Guard, and the United States Army Corps of Engineers.

I'm proud to have been a part of the team that successfully moved all these initiatives forward.

I look forward to hearing about the RBRA's future successes as they transition vulnerable individuals into a safe, secure environment, promote and enhance the ecology of Richardson's Bay, and manage the anchorage so that it is a safe place that can be utilized as a true public commons.

Richardson's Bay Regional Agency

Board of Directors Meeting

October 14, 2021

Agenda Item #5

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE RICHARDSON'S BAY REGIONAL AGENCY  
WITH APPRECIATION TO**

**CURTIS HAVEL**

**FOR HIS SERVICE AS HARBOR MASTER**

WHEREAS, Curtis Havel has provided dedicated service for the Richardson's Bay Regional Agency (RBRA) for 2 years, starting in July, 2019; and

WHEREAS, Curtis brought his extensive sailing experience to Richardson's Bay upon the retirement of the previous Harbor Master, and Curtis has since overseen and supported the day-to-day operations of the waterways, open waters and shoreline of Richardson's Bay; and

WHEREAS, Curtis' responsibilities have included nautical safety, environmental protection, water testing, derelict vessel abatement, grant program administration, Board hearings, and various other activities; and

WHEREAS, among these various activities, Curtis supported the RBRA through extensive discussions with many partners and its previous Executive Director in support of the Board's [2020 Transition Plan](#), with its goal of creating a safe, healthy, and well-managed Richardson's Bay; and

WHEREAS, Curtis also supported and contributed key advice to the RBRA Board's recent negotiations toward a Settlement Agreement with the San Francisco Bay Conservation and Development Commission to establish timelines, milestones and expectations pertaining to management of the anchorage; and

WHEREAS; in his tenure with the RBRA, Curtis helped to modernize the agency, upgrade its website and information sharing, hired an extremely capable Assistant Harbor Master – doubling the size of the agency – and noticeably improved the condition of the Bay and its environment; and

WHEREAS; Curtis has professionally, conscientiously and evenhandedly carried out his duties in a complicated and charged setting on the waters of the Bay, never wavering in his dedication to public service and safety; and

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of Directors of the Richardson's Bay Regional Agency expresses its appreciation to Curtis Havel for his service as Harbor Master, and wishes him the best in his future endeavors.

REGULARLY PASSED AND ADOPTED this 14th day of October 2021.

Votes:

CERTIFICATION:

Stephanie Moulton-Peters - Board Chair

Richardson's Bay Regional Agency

Board of Directors Meeting

October 14, 2021

Agenda Item #7

# RICHARDSON'S BAY REGIONAL AGENCY

## STAFF REPORT

For the meeting of October 14, 2021

**To:** RBRA Board of Directors  
**From:** Curtis Havel, Harbormaster  
**Subject:** Transition Plan 2.0 update

### **STAFF RECOMMENDATION:**

Receive update, provide preliminary feedback, and direct staff to reschedule the November 11, 2021 Board of Directors meeting due to the Veterans' Day Holiday.

### **BACKGROUND:**

The Richardson's Bay Regional Agency (RBRA) Board of Directors agreed to enter into a Settlement Agreement with the San Francisco Bay Conservation and Development Commission (BCDC) on August 12, 2021. The Settlement Agreement resolves pending enforcement action by BCDC against RBRA and established timelines, milestones and expectations of the RBRA pertaining to management of the anchorage.

In response, work has commenced on a "Transition Plan 2.0" (TP 2.0), an update to the [June 2020 Transition Plan](#) incorporating next steps consistent with the agreed Settlement Agreement. TP 2.0 is focused on establishing operational parameters to manage the three primary action areas of the Settlement Agreement:

- A. People:** Connecting persons living on vessels with outreach agencies and organizations for assistance with finding housing, and encouraging expansion of housing opportunities;
- B. Environment:** Working with agencies, organizations and other stakeholders to implement eelgrass protection measures; and
- C. Enforcement:** Developing and maintaining enforcement priorities and strategies consistent with the milestones articulated in the Settlement Agreement.

### **DISCUSSION:**

#### **A. People**

RBRA has been working with partner agencies and providers such as Marin County Health and Human Services (HHS), Downtown Streets Team (DST), Ritter Center and others in their efforts to connect with vulnerable individuals on the anchorage. Recently, DST hired two housing case managers in addition to the two current outreach case managers, and RBRA has been discussing funding and housing opportunities with HHS. BCDC has indicated its support of RBRA's efforts to continue to connect vessels' occupants with outreach agencies and organizations for assistance

with finding shelter and encouraging the expansion of shelter and housing opportunities with partner agencies.

In addition, RBRA continues to collaborate in a working group coordinated by State Senator Mike McGuire, including the RBRA, City of Sausalito and BCDC, to seek solutions to housing availability, including efforts to seek funding from Project Homekey. Project Homekey is administered by the California Department of Housing and Community Development (HCD), with [\\$1.45 billion in round 2 funding available](#) this fiscal year to local public entities to purchase and rehabilitate housing.

**Broadly, TP 2.0 contemplates the following draft language in furtherance of the Settlement Agreement in the area of People:**

1. Ensure that ongoing efforts are made to occupants on every vessel to be informed about how to connect with housing and supportive services programs and are urged to be assessed for eligibility within the coordinated entry process
2. Identify housing/social services strategies applicable to the anchorout population and determine any shortfalls/shortcomings
3. Obtain commitment for housing transition/case management support for eligible and cooperative vessel occupants
4. Urge governmental agencies and non-profit/charitable organizations to subsidize outreach, housing, liveaboard marina slips, and related supportive services
5. Convey to member agencies the need for encouraging supportive housing opportunities in their communities, including Project Homekey
6. Encourage use of BCDC's temporary liveaboard slip expansion policy
7. Encourage other philanthropic assistance related to vessels and occupants

**B. Environment**

The Eelgrass Protection and Management Plan (EPMP) was adopted by the RBRA Board of Directors on August 12, 2021. The Settlement Agreement includes timelines as to when aspects of the EPMP will be implemented (see below) and provides for the adoption of a 10-year Adaptive Management Plan.

1. December 15, 2021 - RBRA to adopt EPMP establishing anchoring zone and Eelgrass Protection/no-anchoring zone
2. 60 days after adoption of EPMP - RBRA to petition for no-anchoring zone from federal agencies
3. 2022 - Initiate active eelgrass recovery studies
4. 2021/2023 – If subtidal habitat damage is caused by vessels relocated from the Eelgrass Protection Zone to the anchoring zone before the ten-year adaptive management plan for eelgrass recovery is implemented, RBRA will take necessary measures to halt the damage and restore habitat conditions within a reasonable timeframe as determined by qualified scientists selected by RBRA
5. December 15, 2022 - RBRA to install approximately 15-20 temporary moorings in anchoring zone for temporary vessel relocation from Eelgrass Protection Zone
6. December 15, 2023

- a. Finalize no-anchoring zone and update ordinances to reflect zone
- b. Develop ten-year adaptive management plan and begin implementing

Grant funds have been received from the Ocean Protection Council to assist in implementing the EPMP. The search for grant monies to fund research, planning, and restoration-related work has commenced. In August 2021 the RBRA was awarded a grant from NOAA to fund marine debris removal.

**Broadly, TP 2.0 contemplates the following draft language to frame the work program moving forward in the area of Environment:**

Short-term Habitat Priorities (Fiscal year 2021-22)

1. With grant funds, commence regulatory changes, wildlife and habitat monitoring, and education and outreach consistent with the Eelgrass Protection & Management Plan.
2. Seek partners and grant funding for preparation of an Adaptive Management Plan and related research and implementation measures.

Near-term Habitat Priorities (Fiscal year 2022-23)

3. Complete regulatory changes to implement the Eelgrass Protection & Management Plan and continue wildlife and habitat monitoring and education and outreach.
4. Prepare an Adaptive Management Plan and continue to seek partners and grant funding related to implementation.
5. Install approximately 15-20 moorings by December 22, 2022 to assist in moving vessels out of the Eelgrass Protection Zone, and develop related policies and procedures.

Medium-Term Habitat Priorities (Fiscal year 2023-24)

6. Perform Adaptive Management Plan implementation.
7. Relocate vessels onto authorized moorings in anchoring zone

Longer-term Habitat Priorities (Fiscal years 2024-27)

8. Remove all vessels from Eelgrass Protection Zone
9. Continue to seek partners and grants to fund completion of Adaptation Management Plan and ongoing monitoring and related measures.

**C. Enforcement**

There are currently 78 vessels and 4 floating homes anchored in Richardson Bay. The Settlement Agreement clearly outlines the milestones by which vessels must be removed from the anchorage in several phases. In short summary:

- Within 2 years: removal of all vessels that arrived after August 2019 (19 vessels) and all floating homes (4)
- Within 3 years: removal of all vessels that did not enroll in the Safe and Seaworthy Program (45 vessels)
- Within 5 years: removal of vessels that enrolled in the Safe and Seaworthy Program (14 vessels)

**Broadly, TP 2.0 contemplates that effective management of vessels anchored in Richardson's Bay is intended to achieve the following objectives:**

1. Avoid injury or death of persons occupying vessels or along the shoreline
2. Protect bay habitat and prevent waste and debris from polluting bay waters
3. Minimize the risk of vessels running adrift or running aground, causing damage or sinking
4. Limit any new vessels from settling into the anchorage in contravention of RBRA rules and regulations.

**ANALYSIS:**

A broad TP 2.0 policy goal for the Board's consideration is a limiting new vessels from settling into the anchorage with any unpermitted stays to allow more time to focus on connecting and transitioning current anchorouts to needed services and housing opportunities consistent with the milestones called for in the Settlement Agreement. For reference, the Settlement Agreement calls for the following milestones regarding vessels on the water:

1. October 15, 2021 - removal of all unoccupied marine debris and ground tackle/moorings *(While the first milestone has already been accomplished, there are some vessels remaining on the anchorage that have been claimed by some individuals that appear to be second or third vessels for storage and/or other purposes.)*
2. December 2021 - no new vessels in Eelgrass Protection Zone
3. October 15, 2023
  - a. All vessels that arrived after August 2019 must be removed (est. 19 vessels)
  - b. All floating homes removed (4 total)
4. October 15, 2024 - occupied vessels that did not enroll in Safe & Seaworthy Program removed (est. 44 vessels)
5. October 15, 2024 - all vessels removed from Eelgrass Protection Zone
6. October 15, 2026 - occupied vessels that did enroll in Safe & Seaworthy Program removed (est. 14 vessels)
7. After October 15, 2026 - Richardson's Bay is a short-term anchorage for safe and seaworthy vessels

RBRA is inviting those on the water to be partners in these efforts. RBRA is committed to working with those who agree to do so - including not confiscating vessels when current occupants seek services, food, water and other needed supplies – or when they are connecting with case workers and service providers. However, to be clear, multiple vessels claimed by individuals for storage or other purposes; claiming occupancy of multiple vessels; or interfering with staff, law enforcement, case workers or service providers conducting lawful actions to implement the settlement agreement or to connect people to needed housing or services cannot be part of any successful strategy.

The Settlement Agreement establishes new requirements, not simply expectations, that RBRA resolve unpermitted vessel use on the bay and take related actions within the next several years.



Staff will continue to recommend consistent progress toward clear goals and objectives to ensure compliance with a proposed enforcement focus on preventing new arrivals to the anchorage not consistent with RBRA rules and regulations to allow time to connect those currently on the anchorage to housing opportunities and services - since we have some time within Settlement Agreement parameters to do so (if not nearly as much as we would have preferred).

**NEXT STEPS:**

**Transition Plan 2.0 Development**

Staff will continue efforts with partner agencies to further develop TP 2.0 with goals, strategies and actions to ensure accomplishment of the milestones and commitments made in the Settlement Agreement with BCDC. Staff will also regroup with Board subcommittees as necessary to ensure consistency with Board expectations as the plan is further developed.

We hope the initial outline articulated in this staff report provides helpful information at this early stage of TP 2.0 development, and staff looks forward to any feedback the Board may wish to provide. We anticipate a complete draft TP 2.0 to be presented to the Board and public in January 2022.

**Reschedule November Board Meeting**

The regular RBRA Board Meeting for November falls on a federal holiday (Veteran's Day). In honor of Veteran's Day, staff is recommending that the Board reschedule the meeting. Options include the following:

- November 4, 2021
- November 18, 2021
- December 9, 2021

**FISCAL IMPACT:**

There is no fiscal impact associated with the recommended actions to provide general direction and to change the next meeting date. As TP 2.0 is further developed based on stakeholder and Board input, staff will assess potential costs of TP 2.0 implementation as part of a mid-year budget review and FY 2022-23 budget planning this spring.

Richardson's Bay Regional Agency

Board of Directors Meeting

October 14, 2021

Agenda Item #8

# RICHARDSON'S BAY REGIONAL AGENCY

## STAFF REPORT

For the meeting of October 14, 2021

**To:** RBRA Board of Directors  
**From:** Dan Eilerman, Assistant County Administrator  
Beth Pollard, Project Consultant  
**Subject:** Contract with Regional Government Services Authority (RGS)

### **STAFF RECOMMENDATION:**

Authorize execution of a contract with RGS for part-time (0.5 FTE equivalent) Interim RBRA Executive Director services effective October 15, 2021 through April 15, 2022.

### **BACKGROUND:**

As discussed in another agenda item on this calendar, the Richardson's Bay Regional Agency (RBRA) Board of Directors agreed to enter into a settlement agreement with the San Francisco Bay Conservation and Development Commission (BCDC) on August 12, 2021. The Settlement Agreement resolves pending enforcement action by BCDC against BRBA and established timelines, milestones and expectations of the RBRA pertaining to management of the anchorage.

Staff had been exploring the concept of a more permanent part-time Executive Director position since early September to ensure RBRA's success in implementing its requirements going forward. While the settlement agreement was a pivotal effort charting RBRA's course for the next five years, there is much work, collaboration and partnership ahead.

The unexpected departure of the Harbormaster underscores the need to secure professional executive leadership of the agency going forward. While a contract for a part-time Executive Director had been intended to supplement the Harbormaster's work, the recommended engagement is more critical at this time to ensure the agency does not lose limited time as it develops Transition Plan 2.0 to ensure the agency can meet its commitments in a thoughtful, deliberate and humane manner.

### **Regional Government Services Authority (RGS) Contract**

An Agreement for Management and Administrative Services, including Compensation (Exhibit A) and Scope of Services (Exhibit B), is attached. Also attached is the resume of the recommended part-time Executive Director, Mr. Stephen McGrath.

Mr. McGrath is an accomplished professional with vast experience managing marinas, maritime issues, and a variety of engagements including strategic planning, communications and work on homelessness issues. In short, Mr. McGrath is agreeable to a six-month term to serve as Interim Executive Director through RGS and to assist with identifying a more permanent Executive Director

and conducting a search for a new Harbormaster, at your Board's discretion. Any searches would be conducted with the support of RGS' Recruitment Team; employment terms and conditions of the roles advertised would be developed in collaboration with RBRA Member Agencies and the RBRA Board of Directors.

**RECOMMENDATION:**

At this time, we recommend your Board contract with Regional Government Services Authority (RGS) for these Interim Executive Director services for the next six months at a cost of \$80,600.

**FISCAL IMPACT:**

Full costs for the Interim Director's Services for six months is \$80,600 assuming 50 percent time. Recruitment costs for a permanent Executive Director and/or a Harbormaster are an estimated additional \$12,000-\$15,000 and \$8,000-\$12,000, respectively, should your Board wish to engage in these supplementary services.

Staff will assess potential budget impacts as part of a mid-year budget review and FY 2022-23 budget planning this spring, however we do anticipate salary savings associated with the Harbormaster's vacancy will partially offset the costs of the recommend contract in the current fiscal year depending upon how long the role remains vacant.



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## **PROPOSED RGS SERVICES for RICHARDSON BAY REGIONAL AGENCY**

**October/November 2021-March/April 2022**

### **Provide an Interim Executive Director to:**

- Prepares Board agendas and supporting materials.
- Take action to implement the policies of the Board.
- Monitors work performed by contractors to the Agency.
- Monitors revenues and expenditures for consistency with the adopted budget.
- As needed, may pursue additional or alternative sources of Agency or project funding.
- Maintains communications with the administrative heads of the joint powers' agency members' and develops partnerships with stakeholders, interest groups, organizations, private enterprises as needed to assist in fulfilling the mission of the Agency.
- Provides a range of operational and administrative advice. (\$80,600)

### **And to:**

- Conduct a search for an Executive Director to lead the Agency for at least the next 2-3 years.\* (\$12,000-\$15,000 – costs vary based on extent of search and selection processes – for employers other than RGS, local personnel rules may apply)
- Conduct a search for a Harbormaster (if desired) to assume operational responsibilities for the Agency.\* (\$8,000-\$12,000– costs vary based on extent of search and selection processes – for employers other than RGS, local personnel rules may apply)

\* Searches will be conducted with the support of RGS' Recruitment team; and the employment terms and conditions of the role advertised will be developed in collaboration with Agency member agencies and the JPA Board of Directors.



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RGS is committed to reducing paper waste by converting to electronic processes. Toward these waste reduction goals, RGS uses DocuSign to digitally sign and execute our Agreements. DocuSign provides a secure and legally binding digital signature process which eliminates the need for printing and distribution of documents for signature. Additionally, and especially under the current health and safety restrictions, RGS requests that agencies use electronic payment methods whenever possible to reduce mailing and paper expenses. RGS requests your assistance with meeting these waste reduction goals by joining us in the use of DocuSign and electronic payment methods during our collaboration.

**Preamble:** The agreement for services described below is also an agreement to engage in a relationship between organizations – Agency partners. In order to establish a mutually respectful relationship as well as a productive one, RGS has adopted the following values and business methods.

### **Our Values**

- **Expert Services:** RGS serves exclusively public sector agencies with its team of public-sector experts.
- **Innovation:** RGS encourages and develops innovative and sustainable services to help each Agency meet its challenges through new modes of service provision.
- **Customer Driven:** RGS customizes solutions to achieve the right level and right kind of service at the right time for each Agency's unique organizational needs.
- **Perseverance:** Sometimes the best solutions are not immediately apparent. RGS listens, works with you, and sticks with it until a good fit with your needs is found.
- **Open Source Sharing:** RGS tracks emerging best practices and shares them, learning openly from each other's hard-won experience.
- **Commitment:** Government agencies are the public's only choice for many services. Public trust is earned and must be used wisely. And RGS will do its part. Each Agency should and will know how RGS sets its rates. RGS' pledge to you is that we will act with honesty, openness, and full transparency.

### **How RGS Does Business**

When you work with RGS you can expect:

- RGS will strive to be explicit up front and put our understandings in writing. Before making assumptions, we hope to talk directly to prevent any misunderstandings.
- Ongoing interaction throughout our relationship to ensure that your needs are being met, and that projects progress appropriately and agreed-upon timelines are met.
- RGS is committed to honest interaction.
- When RGS employees are on your site, we expect them to treat people respectfully and be treated respectfully. If problems arise, we want to communicate early, accurately, and thoroughly to ensure that we find mutually acceptable solutions.
- As a public Agency, partnering is valued. We look out for each Agency's interests consistent with maintaining the public trust.
- To keep expectations realistic, it is important to understand that RGS is a governmental, joint powers authority evolving to meet changing local government needs. RGS has carefully constructed policies and procedures to allow maximum flexibility to meet your needs.

## **Agreement for Management and Administrative Services**

**This Agreement** for Management Services (“Agreement”) is made and entered into as of the 15<sup>th</sup> day of October 2021, by and between the **RICHARDSON BAY REGIONAL AGENCY**, a municipal Agency (“Agency”), and **Regional Government Services Authority (RGS)**, a joint powers authority, (each individually a “Party” and, collectively, the “Parties”).

### **RECITALS**

**THIS AGREEMENT** is entered into with reference to the following facts and circumstances:

- A. That Agency desires to engage RGS to render certain services to it;
- B. That RGS is a management and administrative services provider and is qualified to provide such services to the Agency; and
- C. That Agency has elected to engage the services of RGS upon the terms and conditions as hereinafter set forth.

### **TERMS AND CONDITIONS**

**Section 1. Services.** The services to be performed by RGS under this Agreement shall include those services set forth in the attached **Exhibits**, which are incorporated by this reference herein and made a part hereof as though it were fully set forth herein.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in the **Exhibits**.

- 1.1 Standard of Performance.** RGS shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the types of services that RGS agrees to provide in the geographical area in which RGS operates.
- 1.2 Service Advisor.** To ensure quality and consistency for the services provided, RGS also assigns a service advisor to Agency. The service advisor is available to assigned RGS staff and to Agency management and will check in regularly with both to address program/project directives. Typically service advisor time is not billed to Agency, with some exceptions where significant programmatic direction is provided.
- 1.3 Reassignment of Personnel.** Assignment of personnel to provide the services described in the **Exhibits** is at the sole discretion of RGS. In the event that Agency or RGS, at any time during the term of this Agreement, desires the reassignment of personnel, Agency and RGS shall meet and discuss in good faith to address the issue of concern, including but not limited to reassigning such person or persons.
- 1.4 Time.** RGS shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance described above and to provide the services described in the **Exhibits**.

## **Section 2. Term of Agreement and Termination.**

- 2.1** Services shall commence on or about October 15, 2021, and this Agreement is anticipated to remain in force to June 30, 2022, at which time services may continue on a month-to-month basis until one party terminates the Agreement or if Section 3 contains a “not to exceed” amount, until RGS charges for services reach the not-to-exceed amount at which point the Agreement will automatically terminate unless amended. Services provided under the month-to-month provision are subject to current RGS staff rates in effect at the time of service. Once this Agreement has converted to a month-to month basis, it shall automatically terminate upon the ninety-first (91<sup>st</sup>) continuous day with no billable service hours. After the ninety-first (91<sup>st</sup>) day with no billable service hours, RGS shall provide Agency with written notice of the automatic termination of the Agreement.
- 2.2** This Agreement may be terminated by either Party, with or without cause, upon 30 days’ written notice. Agency has the sole discretion to determine if the services performed by RGS are satisfactory to the Agency which determination shall be made in good faith. If Agency determines that the services performed by RGS are not satisfactory, Agency may terminate this Agreement by giving written notice to RGS. Upon receipt of notice of termination by either Party, RGS shall cease performing duties on behalf of Agency on the termination date specified and the compensation payable to RGS shall include only the period for which services have been performed by RGS.

**Section 3. Compensation.** Payment for services under this Agreement shall be as provided in the Exhibits.

**Section 4. Effective Date.** This Agreement shall become effective on the date first herein above written.

## **Section 5. Relationship of Parties.**

- 5.1** It is understood that the relationship of RGS to the Agency is that of an independent contractor and all persons working for or under the direction of RGS are its agents or employees and not agents or employees of Agency. The Agency and RGS shall, at all times, treat all persons working for or under the direction of RGS as agents and employees of RGS, and not as agents or employees of the Agency. Agency shall have the right to control RGS employees only insofar as the results of RGS’ services rendered pursuant to this Agreement. In furtherance of this Section 5.1, the Parties agree as follows:
- 5.1.1** Agency shall not request from RGS or from an RGS employee providing services pursuant to this Agreement an RGS employee’s Social Security Number or other similar personally identifying information.
- 5.1.2** Agency shall not report an RGS employee to a third party as an employee of Agency. For the purposes of this Section 5.1, “third party” means another government agency, private company, or individual.



- 5.1.3** In the event that a third-party requests information about an RGS employee—including but not limited to personally identifying information, hours or locations worked, tasks performed, or compensation—Agency shall inform RGS of the request prior to responding. If Agency possesses such information about an RGS employee, the Parties shall confer in good faith about an appropriate and legally compliant response to the request.
- 5.2** RGS shall provide services under this Agreement through one or more employees of RGS qualified to perform services contracted for by Agency. The positions of RGS staff that will coordinate services to the Agency are indicated in the **Exhibits**. The Executive Director or assigned supervising RGS staff will consult with Agency on an as-needed basis to assure that the services to be performed are meeting Agency’s objectives. At any time the RGS employee may be providing services to one or more RGS clients concurrent with the services being provided under this Agreement.
- 5.3** Agency shall not have the ability to direct how services are to be performed, specify the location where services are to be performed, or establish set hours or days for performance of services, except as set forth in the **Exhibits**.
- 5.4** RGS employees may require access to Agency’s computer systems and networks to complete the assigned services. RGS requires its employees to agree to appropriate system usage policies, which include a pledge not to use partner agency electronic equipment for anything other than partner agency work. (These policies can be provided to Agency upon request.)
- 5.5** Agency shall not have any right to discharge any employee of RGS from RGS employment.
- 5.6** RGS shall, at its sole expense, supply for its employees providing services to Agency pursuant to this Agreement any and all benefits, such as worker’s compensation, disability insurance, vacation pay, sick pay, or retirement benefits; obtain and maintain all licenses and permits usual or necessary for performing the services; pay any and all taxes incurred as a result of the employee(s) compensation, including employment or other taxes; and provide Agency with proof of payment of taxes on demand.

**Section 6. Loss Occurrence Coverage.** RGS is self-insured and maintains loss occurrence coverage through its membership in the Municipal Insurance Cooperative (“MIC”), a California Joint Powers Authority, which is a risk purchasing joint powers authority. Consistent with sections 990.4 and 990.8 of the Government Code, the MIC provides coverage to RGS, in excess of its member retained limit, against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by RGS and its agents, representatives, employees, and subcontractors.

**6.1 Workers’ Compensation Coverage.**

**6.1.1 General requirements.** RGS shall, at its sole cost and expense, maintain Workers' Compensation coverage and Employer's Liability coverage with limits of not less than \$1,000,000.00 per occurrence.

**6.1.2 Waiver of subrogation.** The Workers' Compensation coverage shall be endorsed with or include a waiver of subrogation in favor of Agency for all work performed by RGS, its employees, agents, and subcontractors.

## **6.2 Commercial General, Automobile, and Professional Liability Coverages.**

**6.2.1 General requirements.** RGS, at its own cost and expense, shall maintain commercial general and automobile liability coverage for the term of this Agreement in an amount not less than \$2,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. RGS shall additionally maintain commercial general liability coverage in an amount not less than \$2,000,000 aggregated for bodily injury, personal injury, and property damage.

**6.2.2 Minimum scope of coverage.** The MIC Memorandum of Coverage (MOC) is not written on ISO forms but provides coverage at least as broad as the latest version of the following: (A) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); and (B) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 001, code 1 (any auto).

**6.3 Professional Liability Insurance.** RGS, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability coverage for licensed professionals performing work pursuant to this Agreement in an amount not less than \$2,000,000 covering the licensed professionals' errors and omissions.

## **6.4 All Policies Requirements.**

**6.4.1 Coverage requirements.** Each of the following shall be included in the coverage or added as an endorsement:

- a. Agency and its officers, employees, agents, and volunteers shall be covered as additional covered parties with respect to RGS' general commercial, and automobile coverage for claims, demands, and causes of action arising out of or relating to RGS' performance of this Agreement and to the extent caused by RGS' negligent act, error, or omission.
- b. An endorsement to RGS' general commercial and automobile coverages must state that coverage is primary with respect to Agency and its officers, officials, employees and volunteers.
- c. All coverages shall be on an occurrence or an accident basis, and not on a claims-made basis.

- 6.4.2 Acceptability of coverage providers.** All coverages required by this section shall be acquired through providers with a Bests' rating of no less than A: VII or through sources that provide an equivalent level of reliability.
- 6.4.3 Verification of coverage.** Prior to beginning any work under this Agreement, RGS shall furnish Agency with notifications of coverage and with original endorsements effecting coverage required herein. The notifications and endorsements are to be signed by a person authorized by the MIC to bind coverage on its behalf. Agency reserves the right to require complete, certified copies of all MOC at any time.
- 6.4.4 Subcontractors.** RGS shall include all subcontractors as insureds under its coverage or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- 6.4.5 Variation.** During the term of this Agreement, RGS may change the insurance program in which it participates. RGS will provide reasonable notice of any such change to Agency and replacement copies of Certificates of Coverage and endorsements.
- 6.4.6 Deductibles and Self-Insured Retentions.** RGS shall disclose any self-insured retention if Agency so requests prior to performing services under this Agreement or within a reasonable period of time of a request by Agency during the term of this Agreement.
- 6.4.7 Maintenance of Coverages.** The coverages stated herein shall be maintained throughout the term of this Agreement and proof of coverage shall be available for inspection by Agency upon request.
- 6.4.8 Notice of Cancellation or Reduction in Coverage.** In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, RGS shall provide written notice to Agency at RGS earliest possible opportunity and in no case later than five business days after RGS is notified of the change in coverage.

## **Section 7. Legal Requirements.**

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** RGS and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Reporting Requirements.** If there is a statutory or other legal requirement for RGS to report information to another government entity, RGS shall be responsible for complying with such requirements.

- 7.4 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, RGS and any subcontractors shall comply with all applicable rules and regulations to which Agency is bound by the terms of such fiscal assistance program.
- 7.5 **Licenses and Permits.** RGS represents and warrants to Agency that RGS and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to provide the services contemplated by this Agreement. RGS represents and warrants to Agency that RGS and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions.
- 7.6 **Nondiscrimination and Equal Opportunity.** RGS shall not discriminate on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided under this Agreement. RGS shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

## **Section 8. Keeping and Status of Records.**

- 8.1 **Records Created as Part of RGS' Performance.** All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that RGS prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of Agency. RGS hereby agrees to deliver those documents to Agency upon termination of the Agreement, if requested. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for Agency and are not necessarily suitable for any future or other use.
- 8.2 **Confidential Information.** RGS shall hold any confidential information received from Agency in the course of performing this Agreement in trust and confidence and will not reveal such confidential information to any person or entity, either during the term of the Agreement or at any time thereafter. Upon expiration of this Agreement, or termination as provided herein, RGS shall return materials which contain any confidential information to Agency. For purposes of this paragraph, confidential information is defined as all information disclosed to RGS which relates to Agency past, present, and future activities, as well as activities under this Agreement, which information is not otherwise of public record under California law. Agency shall notify RGS what information and documents are confidential and thus subject to this section 8.2.

**8.3 RGS Books and Records.** RGS shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to Agency under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment under this Agreement.

**8.4 Inspection and Audit of Records.** Any records or documents that Section 8.3 of this Agreement requires RGS to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of Agency, for a period of three years after final payment under the Agreement.

**Section 9. Non-assignment.** This Agreement is not assignable either in whole or in part without the written consent of the other party.

**Section 10. Amendments.** This Agreement may be amended or modified only by written Agreement signed by both Parties.

**Section 11. Validity.** The invalidity, in whole or in part, of any provisions of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

**Section 12. Disputes.** Should any dispute arise out of this Agreement, Agency agrees that it shall only file a legal action against RGS, and shall not file any legal action against any of the public entities that are members of RGS.

**Section 13. Venue/Attorneys' Fees.** Any suit or action initiated by either party shall be brought in Alameda County, California. In the event of litigation between the Parties hereto to enforce any provision of the Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs of litigation.

**Section 14. Mediation.** Should any dispute arise out of this Agreement, the Parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither Party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the Parties. If a mediated settlement is reached, neither Party shall be deemed the prevailing party for purposes of the settlement and each Party shall bear its own legal costs.

**Section 15. Employment Offers to RGS Staff.** Should Agency desire to offer permanent or temporary employment to an RGS employee who is either currently providing RGS services to Agency or has provided RGS services to Agency within the previous six months, said Agency will be charged a fee equal to the full-time cost of the RGS employee for one month, using the most recent RGS bill rate for the RGS employee's services to Agency. This fee is to recover RGS' expenses in recruiting the former and replacement RGS staff.

**Section 16. Entire Agreement.** This Agreement, including the **Exhibits**, comprises the entire Agreement.

**Section 17. Indemnification.**

**17.1 RGS' indemnity obligations.**

RGS shall indemnify, defend, and hold harmless Agency and its legislative body, boards and commissions, officers, and employees ("Indemnitees") from and against all claims, demands, and causes of action by third parties, including but not limited to attorneys' fees, arising out of RGS' performance of this Agreement, to the extent caused by RGS' negligent act, error, or omission. Nothing herein shall be interpreted as obligating RGS to indemnify Agency against its own negligence or willful misconduct.

**Training disclaimer**

Agency understands and acknowledges that RGS advisors may, as part of the scope of services under this Agreement, provide training on various matters including human resources, accounting, or management practices. The advice and guidance included in such training does not, and is not intended to, constitute legal advice; instead, all information, content, and materials provided are based on industry best practices, but may not be applicable in all situations. Agency staff should not act or refrain from acting on the basis of the information provided as part of a training without first seeking legal advice from counsel in its relevant jurisdiction and/or appropriate Agency approval. RGS' obligation to indemnify, defend, and hold harmless indemnities pursuant to this section 17.1 for professional errors and omissions shall not exceed \$500,000.

**17.2 Agency's indemnity obligations.** Agency shall indemnify, defend and hold harmless RGS and its officers, directors, employees and agents from any and all claims and lawsuits where such persons are named in the lawsuit solely because of a duty any of them performs in accordance with the services outlined in Exhibit B.

It is the intent of the parties here to define indemnity obligations that are related to or arise out of Agency's actions as a governmental entity. Thus, Agency shall be required to indemnify and defend only under circumstances where a cause of action is stated against RGS, its employees or agents:

- a. which is unrelated to the skill they have used in the performance of the duties delegated to them under this Agreement;
- b. when the allegations in such cause of action do not suggest the active fraud or other misconduct of RGS, its employees, or agents; or
- c. where an Agency employee, if he had been acting in a like capacity, otherwise would be acting within the scope of that employment.

Whenever Agency owes a duty hereunder to indemnify RGS, its employees or agents, Agency further agrees to pay RGS a reasonable fee for all time spent by any RGS employee, or spent by any person who has performed work pursuant to this Agreement, for the purpose of preparing for or testifying in any suit, action,

or legal proceeding in connection with the services the assigned employee has provided under this Agreement.

**17.3 Obligations and indemnity related to defined benefit retirement plan participation.**

- a. RGS and Agency acknowledge and agree that, if Agency participates in a defined benefit plan (such as CalPERS, a pension plan, or Social Security) (“Retirement Program”), it is possible that the Retirement Program may find that RGS employees providing services pursuant to this Agreement are employees of Agency and should be registered with the Retirement Program as employees of Agency, which possibility is the same as if Agency were contracting with a private consulting firm. Pursuant to Section 5.1 of this Agreement, Agency has an obligation to treat all persons working for or under the direction of RGS as agents and employees of RGS, and not as agents or employees of Agency. Agency agrees not to ask RGS employees for personally identifying information.
- b. In the event that the Agency’s Retirement Program initiates an inquiry that includes examination of whether individuals providing services under this Agreement to Agency are Agency’s employees, Agency shall inform RGS within five days and share all communications and documents from the Retirement Program that it may legally share. In the event that either RGS or Agency files an appeal or court challenge, RGS and Agency each agree to cooperate with each other in responding to the inquiry and any subsequent administrative appeal or court challenge of an adverse determination. Notwithstanding Section 17.1 of this Agreement, RGS and Agency shall each bear their own costs in responding to an inquiry by a Retirement Program, including but not limited to costs of an administrative appeal or court challenge.
- c. In the event that any RGS employee or subconsultant providing services under this Agreement is determined by a court of competent jurisdiction or the Retirement Program to be eligible for enrollment in the Retirement Program as an employee of the Agency, to the fullest extent of the law, Agency shall indemnify, defend, and hold harmless RGS for any payment that Agency is required as a result to make to the Retirement Program, whether in the form of employee and/or employer contributions or any similar obligations as well as for the payment of any penalties and interest on such payments.

**Section 18. Notices.** All notices required by this Agreement shall be given to Agency and RGS in writing, by first class mail, postage prepaid, or by email transmission addressed as follows:

**Agency:** Richardson Bay Regional Agency  
c/o Marin County Community Development Agency  
3501 Civic Center Drive, Room 308  
San Rafael, CA 94903

**RGS:** Regional Government Services Authority  
P. O. Box 1350  
Carmel Valley, CA 93924  
Email: contracts@rgs.ca.gov

Notice by email transmission shall be deemed given upon verification of receipt if received before 5:00p.m. on a regular business day or else on the next business day.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date first written by their respective officers duly authorized on their behalf.

DATED: \_\_\_\_\_ **Agency**

By: \_\_\_\_\_  
Stephanie Moulton-Peters, RBRA Chair

DATED: \_\_\_\_\_ **Regional Government Services Authority**

By: \_\_\_\_\_  
Richard H. Averett, Executive Director



## Exhibit A

### **Compensation.**

1. **Fees.** Agency agrees to pay to RGS the hourly rates set forth in the tables below for each RGS employee providing services to Agency, which are based in part on RGS' full cost of compensation and support for the RGS employee(s) providing the services herein described.

RGS and Agency acknowledge and agree that compensation paid by Agency to RGS under this Agreement is based upon RGS' costs of providing the services required hereunder, including salaries and benefits of employees. The Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities for which RGS may be obligated for its employees or may otherwise be contractually obligated.

Consequently, the Parties agree that adjustments to the hourly rate shown below for "RGS Staff" will be made for changes to the salary and/or benefits costs provided by RGS to such employee. On July 1 of each year, RGS' hourly bill rates will be adjusted by the percentage change in the Consumer Price Index (Bureau of Labor Statistics, CPI for urban wage earners and clerical workers in the San Francisco-Oakland-San Jose area) ("CPI") for the twelve months through the end of December of the prior year. Irrespective of the movement of the CPI, RGS will not adjust its hourly rates downward; nor will RGS adjust its hourly rates upward in excess of a five percentage (5%) change, excepting instances where there was no increase in the prior year's hourly rates. In that event, RGS will adjust its hourly rates by the full percentage change in the CPI for the twelve months through the end of December of the prior year.

2. **Reimbursement of RGS' Administrative Cost.** Agency shall reimburse RGS for overhead as part of the hourly rate specified below, and direct external costs. Support overhead costs are those expenses necessary to administering this Agreement, and are included in the hourly rate. Direct external costs, including such expenses as travel or other costs incurred for the exclusive benefit of the Agency, will be invoiced to Agency when received and without mark-up. These external costs will be due upon receipt.
3. **Terms of Payment.** RGS shall submit invoices monthly for the prior month's services. Invoices shall be sent approximately 10 days after the end of the month for which services were performed and are due and shall be delinquent if not paid within 30 days of receipt. Delinquent payments will be subject to a late payment carrying charge computed at a periodic rate of one-half of one percent per month, which is an annual percentage rate of six percent, which will be applied to any unpaid balance owed commencing 7 days after the payment due date. Additionally, in the event the Agency fails to pay any undisputed amounts due to RGS within 15 days after payment due date, then Agency agrees that RGS shall have the right to consider said default a total breach of this Agreement and the duties of RGS under this Agreement may be terminated by RGS upon 5 working days' advance written notice.

**Payment Process/Address.** RGS prefers invoices be paid electronically. Please contact RGS for electronic payment instructions —

Jefferson Kise, MBA, RGS Finance and Operations Manager  
(831) 308-2718 | [jkise@rgs.ca.gov](mailto:jkise@rgs.ca.gov)

***[EXHIBIT A CONTINUES ON FOLLOWING PAGE]***

Should it be necessary for payments to be made by check then please use the following address:

Regional Government Services Authority  
 PO Box 1350 | Carmel Valley, CA 93924

**AGENCY CONTACTS**

**Agency Billing Contact.** Invoices are sent electronically only. Please provide the contact person to whom invoices should be sent:

NAME	EMAIL
Jacqueline Mulroy, Admin Services Director	jmulroy@marincounty.org

**Agency Insurance Contact.** Please provide the contact person to whom the certificate of coverage should be sent:

NAME	EMAIL
Jacqueline Mulroy, Admin Services Director	jmulroy@marincounty.org

**RGS STAFF**

CLASSIFICATION	HOURLY RATE*
Chief Operating Officer	\$135 to \$220
Deputy Chief Operating Officer	\$130 to \$195
Senior/Lead Advisor	\$125 to \$190
Advisor	\$115 to \$160
Project Advisor	\$105 to \$125
Project Coordinator	\$85 to \$120
Technical Specialist	\$75 to \$115

\*The Hourly Rate does not include direct external costs which will be invoiced to Agency with no markup and will fall outside of the not-to-exceed (if established) for services provided.

## **Exhibit B**

**Scope of Services.** Subject to the terms and conditions of this Agreement, Regional Government Services Authority (RGS) shall assign an RGS employee or employees to perform the functions as described below:

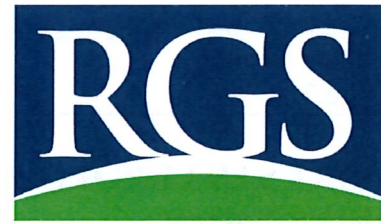
**Provide an Interim Executive Director to:**

- Prepare Board agendas and supporting materials.
- Take action to implement the policies of the Board.
- Monitor work performed by contractors to the Agency.
- Monitor revenues and expenditures for consistency with the adopted budget.
- As needed, may pursue additional or alternative sources of Agency or project funding.
- Maintain communications with the administrative heads of the joint powers agency members and develop partnerships with stakeholders, interest groups, organizations, private enterprises as needed to assist in fulfilling the mission of the Agency.
- Provide a range of operational and administrative advice.

And to:

- Conduct a search for an Executive Director to lead the Agency for at least the next 2-3 years.\* (\$12,000-\$15,000 – costs vary based on extent of search and selection processes – for employers other than RGS, local personnel rules may apply)
- Conduct a search for a Harbormaster (if desired) to assume operational responsibilities for the Agency.\* (\$8,000-\$12,000 – costs vary based on extent of search and selection processes – for employers other than RGS, local personnel rules may apply)

*\* Searches will be conducted with the support of RGS' Recruitment team; and the employment terms and conditions of the role advertised will be developed in collaboration with Agency member agencies and the JPA Board of Directors.*



## Stephen A. McGrath

### Senior Advisor

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Stephen McGrath joined Regional Government Services (RGS) as a Senior Advisor in 2021. With over thirty years of experience as a government and non-profit executive, he provides professional management and administrative services for RGS partner agencies.

Mr. McGrath was awarded the Special District Administrator Certification from the California Special Districts Association. He is the Past President of the California Association of Harbor Masters and Port Captains.

### **REGIONAL GOVERNMENT SERVICES**

#### **Senior Advisor**

Mr. McGrath serves in executive leadership roles in RGS partner agencies. Reporting to governing boards, he takes action to implement policies of the Board, and monitors organizational activities and funding sources. In addition, as appropriate, Mr. McGrath leads executive search efforts with the support of the RGS Recruitment Team.

### **MCGRATH ASSOCIATES**

#### **Consultant**

Mr. McGrath provides consulting services to the public and private sectors in coastal planning, grant writing, contract compliance, and government liaison, land use and entitlements.

### **CAMBRIA COMMUNITY HEALTHCARE DISTRICT**

#### **Interim Administrator**

Mr. McGrath was responsible for budget development and administration of core functions of an emergency medical services agency including capital projects and procurement, facilities and fleet maintenance, finance and accounting. He also commenced contract negotiations with the bargaining unit.

### **SAN MATEO COUNTY HARBOR DISTRICT**

#### **General Manager**

Mr. McGrath was responsible for all operational and administrative functions within Pillar Point Harbor and Oyster Point Marina. He managed real property leases, commercial activity and special event permits. In addition, he was responsible for search and rescue, ordinance enforcement, and related activities.

## **PORT SAN LUIS HARBOR DISTRICT**

### **Harbor Manager**

Mr. McGrath was responsible for all operational and administrative functions for the District. He managed mooring, real property leases, commercial activity, and special event permits. He was also responsible for search and rescue and ordinance and law enforcement.

### **Facilities Manager**

As the Facilities Manager of the Port San Luis Harbor District, Mr. McGrath was responsible for facilities management and maintenance including all moorings, water system, sewer system, roads, parking lots, piers, historic lighthouse as well as managing vendor and contractor relations, public bidding, contract award and management, and regulatory and environmental compliance and permits.

## **ECONOMIC OPPORTUNITY COMMISSION OF SAN LUIS OBISPO COUNTY**

### **Facilities Development Director**

Mr. McGrath was responsible for operations and maintenance of childcare and homeless services, health facilities, as well as development of new facilities including site acquisition and development and grant management in nine counties.

## **RALCCO ENTERPRISES**

### **Government Relations Manager**

Mr. McGrath managed government relations for a solid waste and recycling company and was responsible for drafting proposals and overseeing contract compliance.

## **MCGRATH ASSOCIATES**

### **Owner**

Mr. McGrath worked with local government and the private sector in the research of green building practices with a special emphasis on the development of standards and practices for the recycling of construction materials and demolition waste.

## **MCGRATH CONSTRUCTION**

### **Owner, General Contractor**

As a general contractor, Mr. McGrath specialized in light commercial and custom residential construction. His projects were varied and included seismic retrofitting, the renovation of the historic Frank Lloyd Wright 'Kundert' building, and the first commercial straw bale building in the county.