

RICHARDSON BAY JOINT EXERCISE OF POWERS AGREEMENT

THIS AGREEMENT, made and entered into this 16th day of July, 1985, by and between the COUNTY OF MARIN, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the CITIES OF BELVEDERE, MILL VALLEY, SAUSALITO and TIBURON, municipal corporations of the State of California, hereinafter referred to as "CITIES".

WITNESSETH:

WHEREAS, COUNTY and CITIES have jointly prepared and adopted the Richardson Bay Special Area Plan (with minor modifications as it applies to Sausalito) which sets forth policies and recommendations for the waters of Richardson Bay, portions of which fall within the jurisdictions of each of the CITIES and the COUNTY; and

WHEREAS, COUNTY and CITIES believe that the mutual exercise of certain functions within the waters of Richardson Bay would be beneficial to all parties; and

WHEREAS, COUNTY and CITIES are public entities of the State of California authorized under California law to provide police, fire and other governmental services to the inhabitants and property owners located upon and along Richardson Bay, as more particularly depicted on Exhibit "A", attached hereto and by this reference incorporated herein; and

WHEREAS, Chapter 5 of Division 7 of Title I of the California Government Code (commencing with Section 6500) authorizes agreements for the provision of services to the residents and property owners upon and along the area depicted on Exhibit "A" so as to maximize cost savings and to coordinate the efforts on this valuable resource;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties hereto do hereby agree as follows:

1. There is hereby created a public agency to be known as the Richardson Bay Regional Agency as a separate legal entity formed pursuant to the provisions of Article I, Chapter 5, Division 7, Title I of the California Government Code relating to the joint exercise of powers common to public agencies, and for the purposes of this Agreement Agency is a public entity separate from the parties hereto.

2. The governing body of the Agency shall be constituted of five (5) members, one to be selected by the Board of Supervisors with respect to the COUNTY representative, and one to be selected by each City Council with respect to the representative of each of the CITIES. Such member appointed shall be a member of the Board of Supervisors or City Council and shall serve at the pleasure of such governmental body. The governing body shall elect from its own members a Chairman and Vice Chairman whose terms of office shall be two years. The Chairman and Vice Chairman may not be reelected to a second consecutive term in the same office. An alternate may be appointed by each member jurisdiction and such alternate may act for the member jurisdiction in the absence of the regular member of the governing body.

3. The members shall each have one vote in all matters brought before the Agency provided, however, that on any matter affecting any member CITY or COUNTY a no vote from the member of the affected CITY or COUNTY shall prohibit the Agency from taking the proposed action within the affected jurisdiction's boundaries. The no vote provided for in the precedent sentence may be cast by a member within

thirty (30) days of notice of the proposed action. In the event a no vote is not cast in such period it shall be deemed waived.

4. A majority of the members of the governing body constitute a quorum for the transaction of business. No act of the governing body shall be valid or binding unless a majority of all the members concur therein.
5. The Agency shall not have any powers over any uses, zoning or subdivisions on any area within the boundaries of any of its member jurisdictions.
6. The governing body shall maintain and implement those provisions of the Special Area Plan (which consists of a diagram or diagrams and text containing a description of the needs and goals of the region and statement of policies and goals for the Richardson Bay area) relative to:
 - a. Mooring, dredging and navigational channel implementation including but not limited to the establishment and enforcement of permitted anchorage zones, navigational channels and fairways plans and similar activities.
 - b. Public services and facilities which by the nature of their function, size, extent and other characteristic are necessary or appropriate for inclusion in the Special Area Plan. Such facilities and services may include, but are not limited to, water based police and fire protection, sewage pump-out facilities for vessels enforcement of a vessel sewage no discharge area when given authority by the Environmental Protection Agency, and public docks or moorings.

7. On or before January 31 of each calendar year the Agency shall establish the amount of money necessary to support its activities for the next succeeding fiscal year commencing July 1 of that year provided, however, that the opportunity to exercise a "no" vote contained in Section 3 hereof shall be given each member prior to January 31. The parties shall contribute to the Agency among the parties hereto as follows: 42½% or \$42,500, whichever is smaller, COUNTY; 35% or \$35,000, whichever is smaller, SAUSALITO; 10% or \$10,000 whichever is smaller, TIBURON; 5% or \$5000 per year whichever is smaller, MILL VALLEY; 7½% or \$7,500 whichever is smaller, BELVEDERE. This cost distribution formula may be changed by the unanimous vote of the member jurisdictions of the Agency.
8. Clean-up of pre-existing conditions in the Bay shall be the responsibility of the individual jurisdictions. This includes costs of legal action taken by the individual members. Coordination of this clean-up activity is essential to the success of this Agreement.
9. Following establishment and funding of the Agency, Agency shall have power to enforce such regulations to accomplish the provisions of paragraph 6 of this Agreement as it may adopt from time to time. Costs of such enforcement shall be borne by the Agency including necessary legal costs.

The Agency shall designate an enforcement agency which shall enforce Agency regulations by identification and citation of the person or persons violating Agency's regulations. In abatement proceedings, the hearings shall be held by the Agency.
10. The Agency shall have the power to issue citations and perform other enforcement actions in the name of the Agency.

11. The Agency shall fix and collect reasonable fees for services rendered by it from persons other than its member jurisdictions.
12. The Agency shall be strictly accountable to any party for all funds paid by them to the Agency and shall be strictly accountable to all participating bodies for all receipts and disbursements.
13. The Agency is authorized to receive gifts, donations, subventions, grants or other financial aids or funds.
14. The Agency may not obligate itself beyond the monies due under this Agreement for its support from the several parties for the current fiscal year, plus any monies on hand or irrevocably pledged to its support from other sources. No obligation contracted by the Agency shall bind CITIES or COUNTY.
15. Agency shall have the power to deliver or contract with any member hereof, or any governmental entity located within the area depicted in Exhibit "A", for the provision of water-based fire protection services.
16. Agency shall have the power to deliver or to contract with any member hereof, or any governmental entity within the area depicted in Exhibit "A", for the provision of police protection services.
17. This Agreement shall become effective when representatives of all of the parties have executed it and shall continue in full force and effect until terminated by an agreement executed by all parties, or until January 1, 2000, whichever is earlier,

provided, however, that this Agreement may be renewed or modified by mutual agreement.

18. Agency is hereby authorized in its own name to do all acts necessary for the exercise of the powers described in Paragraphs 6, 15 and 16, including but not limited to any of the following: to make and enter into contracts; to apply for and accept grants, advances and contributions; to employ agents and employees; to sue and be sued in its own name; to incur debts, liabilities or obligations; to issue bonds, execute warrants and other evidence of indebtedness; to finance costs and expenses incidental to the projects of Agency; and, to exercise jointly the common powers of the parties set forth above. Agency shall have the power of eminent domain but not the power to levy ad valorem property taxes.

19. The Marin County Auditor-Controller and Treasurer-Tax Collector are hereby designated as the Auditor and Treasurer pursuant to Section 6505.6 of the Government Code.

20. Regular meetings of the governing board of the Agency shall be held at such times and places as shall be established by it by resolution. All such meetings, including regular, adjourned or special meetings, shall be called, noticed and held and conducted in accordance with the provisions of the Ralph M. Brown Act, Sections 54950 through 54960 of the Government Code of the State of California.

21. Agency shall have the power and authority to issue and sell revenue bonds in accordance with Article 2, Chapter 5, Division 7, Title I, and Chapter 6, Division 2, Title V of the Government Code, and such other relevant provisions of law as may now or hereafter be applicable.

22. For purposes of referendum and any necessary votes on taxes on Agency-wide basis, the boundaries of Agency shall be as depicted on Exhibit "A" and as described in Exhibit "B", attached hereto and by this reference incorporated herein. Under applicable law, Agency may form improvements districts. Bond elections shall be conducted pursuant to the Uniform District Election Law and applicable provisions of the California Elections Code.

23. Agency shall have and exercise all powers conferred on local agencies by the provisions of law with respect to revenue bonds.

Revenues required to provide monies for bond interest and redemption of other bond funds in connection with revenue bonds issued by Agency shall be derived from user fees and service charges, which charges shall be determined by the governing board of Agency.

24. COUNTY or a CITY may withdraw from Agency, which withdrawal shall have the effect of requiring either a renegotiation of this Agreement or dissolution of the Agency. Any member wishing to withdraw may do so only on July 1 of any such year, and shall provide the Agency with at least 180 days' notice in writing of its intent to withdraw. Upon dissolution of Agency funds and property shall be distributed as follows:

a. discharge of any liability shown on the books of the Agency;

b. any remaining assets to be divided according to the amount of contribution by COUNTY and CITIES.

The distribution of assets may be made in kind or assets may be sold and proceeds thereof distributed to COUNTY and CITIES, provided, however, that all facilities and rights assigned or transferred by COUNTY or CITIES to Agency shall be reconveyed to said COUNTY or CITY free and clear of all encumbrances and liens of any kind not in existence at the time of conveyance to Agency. Upon dissolution of Agency the responsibility of COUNTY or CITIES to contribute to the discharge of enforceable liabilities incurred by Agency shall be limited to the portion that the contribution made by the COUNTY or CITIES bears to the total contributions made to agency from the effective date of this Agreement to the date of dissolution.

25. In the event that liability is imposed upon the Agency by a court of competent jurisdiction by reason of the negligent or willful act or omission of it, its officers or employees, in the performance of this Agreement the money judgment shall be paid in the ratio set forth in Section 7 hereof.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement the day and year first above written.

DATE: July 16, 1985

COUNTY OF MARIN

BY Robert B. Stokell

CITY OF BELEVEDERE

DATE: July 10, 1985

BY _____

CITY OF MILL VALLEY

DATE: July 11, 1985

BY Douglas Runder

CITY OF SAUSALITO

DATE: July 10, 1985

BY Robert R. Summary

TOWN OF TIBURON

DATE: July 9, 1985

BY _____

PRINCIPAL COUNTY Marin		OTHER COUNTIES		5021055			
DISTRICT NAME Richardson Bay Regional Agency				TYPE	CO.	DISTRICT	SUB. DIST.
ADDRESS				CITY			
OFFICIAL				TITLE			
TYPE OF DISTRICT Joint Powers Agreement						NUMBER OF SUB-DISTRICTS	
FUNCTIONS PERFORMED Planning						DISTRICT AUTHORITY	
STATUTORY AUTHORITY: CODE Gov't.		SECTION 6500 et seq		STATUTORY REORGANIZATION: CODE		SECTION	
GENERAL LAW		CHAPTER		GENERAL LAW		CHAPTER	
BASE FOR TAX LEVY <input type="checkbox"/> ALL PROPERTY <input type="checkbox"/> LAND AND IMPROVEMENTS <input type="checkbox"/> LAND ONLY <input type="checkbox"/> OTHER <input checked="" type="checkbox"/> NONE	AUTHORIZED TO SUBMIT REPORT COUNTY AUDITOR <input type="checkbox"/> CANCELLED <input type="checkbox"/>		RECORDS MAINTAINED <input checked="" type="checkbox"/> COUNTY AUDITOR <input type="checkbox"/> DISTRICT		REPORT PREPARED <input checked="" type="checkbox"/> COUNTY AUDITOR <input type="checkbox"/> DISTRICT		REPORT YEAR 1. <input checked="" type="checkbox"/> FISCAL JULY 1 - JUNE 30 2. <input type="checkbox"/> FISCAL 3. <input type="checkbox"/> CALENDAR
	ASSESSED VALUATION BY <input type="checkbox"/> COUNTY ASSESSOR <input type="checkbox"/> OTHER <input checked="" type="checkbox"/> NONE		CONSOLIDATION CONSOLIDATED WITH _____		NOTES 11 - Planning		NOTIFIED TO REPORT _____ BEGINNING YEAR 85/86
FORMED 2-7-86 <input checked="" type="checkbox"/> SECRETARY OF STATE <input type="checkbox"/> COUNTY BOARD OF SUPERVISORS <input type="checkbox"/> OTHER		CONVERSION CONVERTED TO _____ FROM _____		GOVERNING BODY <input type="checkbox"/> BOARD OF SUPERVISORS <input type="checkbox"/> CITY COUNCIL <input type="checkbox"/> OTHER		STATUS BALANCE <input type="checkbox"/>	
DISSOLVED				ADDITIONAL BOND ISSUES SEE REVERSE SIDE <input type="checkbox"/>		DELETE AFTER _____ LGFA-65 (Rev. 6-85)	
84/85	86/87	88/89	90/91	92/93			
85/86	87/88	89/90	91/92	93/94			

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- b. any remaining assets to be divided according to the amount of contribution by COUNTY and CITIES.

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25. In the event that liability is imposed upon the Agency by a court of competent jurisdiction by reason of the negligent or willful act or omission of it, its officers or employees, in the performance of this Agreement the money judgment shall be paid in the ratio set forth in Section 7 hereof.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement the day and year first above written.

DATE: July 16, 1985

DATE: July 10, 1985

COUNTY OF MARIN

BY Robert B. Stoddard

CITY OF BELEVEDERE

BY R. J. [Signature]

CITY OF MILL VALLEY

DATE: July 11, 1985

BY Doug Benderup

CITY OF SAUSALITO

DATE: July 10, 1985

BY Robert R Sweeney

TOWN OF TIBURON

DATE: July 9, 1985

BY William W Bagman

#17 FIRE CHIEF REPORTING ON FIRE PREVENTION (Continued from preceding page)

Supervisor Roumiguere commended the Fire Chief and his firefighters for their skill in extinguishing the recent fire in the hills above Santa Venetia, which he stated was potentially threatening to China Camp State Park and residential areas on the other side of the ridglands. He noted that the San Rafael Fire Department and the Division of Forestry were also instrumental in bringing this fire under control without substantial damage. M/s Roumiguere-Aramburu, to extend thanks to the California Division of Forestry (particularly the helicopter crew) and all participants for their work on the Santa Venetia fire and to the entire firefighting community in Marin County both for holding the line at home and for their willingness to send men and equipment to assist in the efforts to check the fire in Santa Cruz County; also to authorize a \$2500 reward to anyone supplying information leading to the arrest and conviction of the arsonist should it be discovered that an arsonist started the fire in Santa Venetia.

AYES: ALL
 ABSENT: SUPERVISOR Giacomini

#18 PROPOSED JOINT POWERS AGREEMENT, RICHARDSON BAY SPECIAL AREA PLAN

Pursuant to Planning staff recommendation in letter dated July 12, 1985, M/s Aramburu-Brown, to approve the Richardson Bay Joint Exercise of Powers Agreement.

AYES: ALL
 ABSENT: SUPERVISOR Giacomini

need to see agreement

#19 RECOMMENDATION REGARDING PROPOSITION 4 LIMITS

By letter dated July 12, 1985, the Administrator recommended this matter be placed on the November ballot. M/s Roumiguere-Aramburu, to continue this item for one week for consideration of a resolution stating the ballot wording, and a report on the impact on the County budget should Proposition 4 limits not be increased.

AYES: ALL
 ABSENT: SUPERVISOR Giacomini

RE: PROPOSITION 4 GANN INITIATIVE LIMIT - 1985-86, SPECIAL DISTRICTS

M/s Aramburu-Roumiguere, to adopt Resolution No. 85-259 Determining the 1985-86 Appropriations of Tax Proceeds for Special Districts under the County.

AYES: ALL
 ABSENT: SUPERVISOR Giacomini

#20 APPOINTMENTS

Commission on the Status of Women

M/s Aramburu-Roumiguere, to appoint Kathleen King to the District #3 vacancy on this Commission.

AYES: ALL
 ABSENT: SUPERVISOR Giacomini

Scheduled appointment to the District #4 vacancy for August 6, 1985.

Adult Criminal Justice Commission

M/s Aramburu-Roumiguere, to appoint Anthony McIntosh to the District #3 vacancy on this Commission.

AYES: ALL
 ABSENT: SUPERVISOR Giacomini

Scheduled appointment to the District #4 vacancy for August 6, 1985.

Flood Control Zone #3 Advisory Board (Richardson Bay)

M/s Aramburu-Roumiguere, to reappoint Valerie Barbour to this Board.

AYES: ALL
 ABSENT: SUPERVISOR Giacomini

The remaining 2 vacancies were continued to July 30, 1985.

Human Rights Commission

Scheduled appointments to the 3 vacancies on this Commission, 1 each in Districts #2, #3 and #4, for August 6, 1985.

INITIAL NOTICE TO THE SECRETARY OF STATE
AS TO A JOINT POWERS AGREEMENT

(Office Use Only)

JOINT POWERS AGREEMENT

FILE NO. 777

FILED
In the office of the Secretary of State
of the State of California

FEB - 7 1985
March Fong Eu
MARCH FONG EU
SECRETARY OF STATE
(File Stamp)

Notice is hereby given to the Secretary of State pursuant to Sections 6503.5 or 6503.7 of the Government Code as to the existence of a joint powers agreement providing for the creation of an agency or entity which is separate from the parties to the agreement and is responsible for the administration of the agreements. The following information as to the agreement is set forth:

- (a) The public agencies parties to the agreement are:
- (1) County of Marin, a political subdivision of the State of California

 - (2) City of Belvedere, municipal corporation of the State of California (415) 435-3838

 - (3) City of Mill Valley, municipal corporation of the State of California (415) 388-4033

 - (4) City of Sausalito, municipal corporation of the State of California (415) 332-0310

"continued"

(If more space is needed, type "continued" in (4) and attach a separate sheet to this form).

- (b) The name of the agency or entity created under the agreement and responsible for the administration of the agreement is: Richardson Bay Regional Agency
-
-
-

Mailing Address: c/o Marin County Planning Department, Marin County Civic Center,
San Rafael, CA 94903

- (c) The date upon which the agreement became effective is: July 16, 1985
- (d) A condensed statement as to the purpose of the agreement or the powers to be exercised is: Because the County and Cities have jointly prepared and adopted
the Richardson Bay Special Area Plan which sets forth policies and recommendations
for the waters of Richardson Bay, portions of which fall within the jurisdictions
of each of the Cities and the County, and the mutual exercise of certain functions
within the waters of Richardson Bay was felt to be beneficial to all parties,
the Richardson Bay Regional Agency was created to maintain and implement certain
provisions of the Richardson Bay Special Area Plan.

(e) Amendments, if any, state brief description: _____

(f) The short title of the agreement, if any, is: Richardson Bay Joint Powers Agreement

(Signature)



Al Aramburu, Chairman, Richardson Bay Joint Powers Agreement

(Type name and title of signer)

INSTRUCTIONS:

1. Mail this form to Secretary of State, 1230 J Street, Sacramento, California 95814.
2. Include a remittance payable to "Secretary of State" for filing fee of \$5.00.
3. If additional copies of this form are sent with the original, the copies will be file-stamped and returned without additional charge.
4. Do not attach a copy of the Agreement and/or Amendments of the Agreement.

RECEIVED
FEB 1 1988
SECRETARY OF STATE
SACRAMENTO, CALIFORNIA