



TAMALPAIS COMMUNITY SERVICES DISTRICT

305 Bell Lane, Mill Valley, CA 94941 ♦ 415.388.6393 ♦ Fax: 415.388.4168
info@tamcsd.org ♦ www.tamcsd.org

TCSO BOARD OF DIRECTORS MEETING AGENDA

WEDNESDAY, SEPTEMBER 10, 2025

REGULAR SESSION AT 7:00PM

TAM VALLEY COMMUNITY CENTER, 203 MARIN AVENUE, MILL VALLEY 94941

1. **CALL TO ORDER**

2. **ROLL CALL** President Steffen Bartschat

Directors: Vice President Jim Jacobs, Jeff Brown, Steve Levine, Matt McMahon

3. **APPROVE AGENDA**

4. **PRESENTATION BY MARIN COUNTY SUPERVISOR MOULTON-PETERS**

5. **PUBLIC EXPRESSION**

Members of the public are invited to address the Board concerning topics which are not listed on the Agenda (If an item is agendaized, interested persons may address the Board during the Board's consideration of that item). Speakers should understand that except in very limited situations, State law precludes the Board from taking action on or engaging in extended deliberations concerning items of business which are not on the Agenda. Consequently, if further consideration is required, the Board may refer the matter to its staff or direct that the subject be added to an agenda for a future meeting. The Board reserves the right to limit the time devoted to this portion of the Agenda and to limit the duration of speakers' presentations.

6. **REGULAR BUSINESS: Board Actions**

- A. Receive/discuss presentation from CMG Landscape Architecture (CMG) regarding 3 conceptual site plans for the Cabin and community input received from the September 5th Creekside Unplugged event.
- B. Receive PARC oral report including proposed improvements such as signage and a mural in the Rock Garden at Flamingo Rd.
- C. Adopt resolution authorizing the General Manager to enter into a one-year joint use agreement with the Mill Valley School District to provide an after school public recreation youth program at Tam Valley Elementary School for the 2025-26 school year.
- D. Adopt resolution authorizing the General Manager to enter into a one-year agreement with West America After Care to provide an after-school program at Tam Valley Elementary School for the 2025-26 school year.

- E. Approve contract with Nute Engineering to provide design and engineering services for Phase F sewer line replacement project (various streets around Pine Hill northeast of Shoreline Hwy) in an amount not to exceed \$119,000.
- F. Authorize General Manager to sign all real estate documents required for the settlement agreement between Kenyon and Greene.

7. REGULAR BUSINESS: Information Items

- A. General Manager's report for August 2025 including Oktoberfest planning
- B. Receive Sewer treatment plant update reports: SMCSD and SASM (no one was available to attend SASM's August 21, 2025 meeting)
- C. Board member and/or Subcommittee report

8. CONSENT CALENDAR

All matters listed on the Consent Calendar are considered to be routine and will be enacted by a single action of the Board. There will be no separate discussion unless specific items are removed from the Consent Calendar during adoption of the Agenda for separate discussion and action.

- A. Receive monthly financial reports
- B. Approve minutes of August 13, 2025, special meeting.

9. FUTURE AGENDA ITEMS

- A. Review of meeting
- B. Board input for future Board Meetings including September 24th work session

ADJOURNMENT

NEXT REGULAR BOARD WORK SESSION

September 24, 2025

8:30am

Tam Valley Community Center

NEXT REGULAR BOARD MEETING

October 8, 2025

7:00pm

Tam Valley Community Center



TAMALPAIS COMMUNITY SERVICES DISTRICT

**Staff Report
Regular Board Meeting
September 10, 2025**

TO: BOARD OF DIRECTORS

FROM: GARRETT TOY, GENERAL MANAGER

SUBJECT: RECEIVE/DISCUSS PRESENTATION FROM CMG LANDSCAPE ARCHITECTURE (CMG) REGARDING 3 CONCEPTUAL SITE PLANS FOR THE CABIN AND COMMUNITY INPUT RECEIVED FROM THE SEPTEMBER 5TH CREEKSIDE UNPLUGGED EVENT

RECOMMENDATION

Receive/discuss presentation from CMG Landscape Architecture (CMG) regarding conceptual site plans for the Cabin and community input received from the September 5th Creekside Unplugged event and, provide input and direction to CMG and staff.

DISCUSSION

One of the Board's goals for 2025 is to "Develop plan for Cabin Improvements and integrate into the Community Center Masterplan." At its May 14, 2025, meeting, the Board confirmed its desire to develop a masterplan for the Cabin site (60 Tennessee Valley Rd) similar to the Community Center Masterplan process.

On July 9th, the Board approved an agreement with CMG to prepare the Cabin Masterplan. CMG was the same firm that prepared the Community Center Masterplan. On August 13th, CMG presented its preliminary site observations and opportunities at the Board meeting. The meeting was held at the Cabin to allow Board and PARC members to tour the site with CMG. At the end of the presentation, the Board shared its observations, goals and objectives, and program activities/ideas with CMG.

Based on the Board's direction, CMG indicated it would develop three (3) preliminary concept designs for Board consideration including one with the Cabin and one without. CMG confirmed that it would attend the September 5th "Creekside Unplugged" event in an effort to solicit community input on general concepts and components of a masterplan. CMG would prepare display boards to allow residents to indicate their preference on key concepts such as outdoor restrooms and keeping the Cabin. Display boards will include preliminary previews of potential site plans, but residents would be encouraged to place "dots" on specific concepts/components they like and/or dislike. This process would be similar to the community workshop for the Community Center masterplan.

At this evening's meeting, CMG will present the three (3) preliminary conceptual site plans as well as summarize the community feedback they received at Creekside Unplugged. In response to a Board member's suggestion, we are not scheduling a special PARC meeting at the Board meeting. Instead, PARC will discuss their comments at a special PARC meeting and then submit their formal comments to the Board for consideration at the Board's October meeting.

FISCAL IMPACT

n/a

ATTACHMENTS

To be distributed prior to the meeting as a supplement staff report.



TAMALPAIS COMMUNITY SERVICES DISTRICT

Staff Report
Board Meeting
SEPTEMBER 10, 2025

TO: BOARD OF DIRECTORS

FROM: GARRETT TOY, GENERAL MANAGER

SUBJECT: RECEIVE PARKS & RECREATION COMMISSION (PARC) ORAL REPORT INCLUDING PROPOSED IMPROVEMENTS SUCH AS SIGNAGE AND A MURAL IN THE ROCK GARDEN AT FLAMINGO ROAD.

RECOMMENDATION

Receive report from PARC

DISCUSSION

PARC will make an oral report to the Board including its recommendations for proposed improvements such as signage and a mural in the Rock Garden at Flamingo Rd. Two concepts are being considered by PARC which will be distributed at the meeting.

FISCAL IMPACT

The FY25-26 budget has \$15,000 allocated for improvements in the Rock Garden



TAMALPAIS COMMUNITY SERVICES DISTRICT

Staff Report
Board Meeting
September 10, 2025

TO: BOARD OF DIRECTORS

FROM: ALAN SHEAR, ASSISTANT GENERAL MANAGER

SUBJECT: ADOPT RESOLUTION AUTHORIZING THE GENERAL MANAGER TO ENTER INTO A ONE-YEAR JOINT USE AGREEMENT WITH THE MILL VALLEY SCHOOL DISTRICT TO PROVIDE AN AFTER SCHOOL PUBLIC RECREATION YOUTH PROGRAM AT TAM VALLEY ELEMENTARY SCHOOL FOR THE 2025-26 SCHOOL YEAR

RECOMMENDATION

Adopt resolution authorizing the General Manager to enter into a one-year joint use agreement with the Mill Valley School District to provide an after school public recreation youth program at Tam Valley Elementary School for the 2025-26 school year.

BACKGROUND

Tia's After-School program has been offered at Tam Valley Elementary School since the 1990's. The program was housed in a portable classroom building located on the grounds of the Tam Valley Elementary School campus. While the provider, Tia Smirnoff, was always a TCSD employee during those years, Tia created, maintained, and managed the play-based program on her own. Tia provided an affordable option (\$5/day) of after school care to elementary school students with the flexibility for students to "drop-in" at the last minute. Generations of Tam Valley residents participated in Tia's program over the years.

DISCUSSION

Mill Valley School District (MVSD) staff reached out to TCSD towards the end of the 2024-25 school year inquiring about an agreement between MVSD and TCSD for Tia's After-School program. MVSD stated they required a current agreement for Tia to continue to use the portable classroom to provide the after-school program. The agreement must meet all MVSD and state standards for after care programs.

Those requirements include:

- Market rate rent for the space (MVSD originally proposed \$8,100 but agreed to lower it to \$1,000 during the first year or "transition" year)
- School age child to adult caregiver ratio of 14:1 (thereby limiting "drop-ins")
- Weekly maximum operating program hours: twenty for grades 1 – 5; Twelve for TK
- Emergency card information on file and accessible by the district
- Staff CPR & First Aid trained
- Staff vaccinations on record
- Enrollment and weekly attendance records digitally filed and accessible

The joint use agreement allows TCSD to use the portable classroom for an after-school program. However, TCSD does not have the staffing and/or infrastructure to support such an endeavor that meets the MVSD standards. Therefore, the next step after the agreement with MVSD to re-establish an after-school program option for Tam Valley families that involves Tia, is for TCSD to enter into an agreement with a third-party operator to provide such a program.

Subsequently, the authority to enter into an agreement with West America After Care to provide an aftercare program is also on the Board's agenda this evening. More information on that agreement is available on that agenda item.

Next Steps

The attached joint use agreement is for one year and will serve as a "transition" year from Tia's previous program to a similar play-based program that still allows Tia to be involved. The goal is that after the 2025-26 school year, West America After Care, or another operator, will enter into a joint-use agreement with MVSD to provide an aftercare program. TCSD will no longer be involved in any aftercare programming.

FISCAL IMPACT

Entering into the joint-use agreement with MVSD has no fiscal impact on TCSD. West America After Care will be responsible for paying the \$1,000 rent to MVSD for the use of their facility as well as all program costs.

ATTACHMENT

- A. Resolution
- B. Joint Use Agreement



TAMALPAIS COMMUNITY SERVICES DISTRICT

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RESOLUTION NO. 2025-12

RESOLUTION OF THE BOARD OF DIRECTORS OF THE TAMALPAIS COMMUNITY SERVICES DISTRICT AUTHORIZING THE GENERAL MANAGER TO ENTER INTO A ONE-YEAR JOINT USE AGREEMENT WITH THE MILL VALLEY SCHOOL DISTRICT TO PROVIDE AN AFTER SCHOOL PUBLIC RECREATION YOUTH PROGRAM AT TAM VALLEY ELEMENTARY SCHOOL FOR THE 2025-26 SCHOOL YEAR

WHEREAS, Tia's After-School program has been offered at Tam Valley Elementary School since the 1990's; and

WHEREAS, The program was housed in a portable classroom building located on the grounds of the Tam Valley Elementary School campus; and

WHEREAS, Tia created, maintained, and managed the play-based program on her own and provided an affordable option of after school care to elementary school students with the flexibility for students to "drop-in" at the last minute; and

WHEREAS, Generations of Tam Valley residents participated in Tia's program over the years; and

WHEREAS, The Mill Valley School District (MVSD) is requiring an updated agreement for TCSD to continue to use the portable classroom at Tam Valley Elementary School to provide the after-school program; and

WHEREAS, The agreement must meet all MVSD and state standards for after care programs, including market rate rent for the space, child to adult caregiver ratio of 14:1, limit on weekly program hours, staff CPR and First Aid trained, and enrollment and weekly attendance records filed and accessible; and

WHEREAS, The joint use agreement is for one year and will serve as a "transition" year from Tia's previous program to a similar play-based program that still allows Tia to be involved; and

WHEREAS, TCSD does not have the staffing and/or infrastructure to support such an endeavor that meets the MVSD standards; and

WHEREAS, The next step after the agreement with MVSD to re-establish an after-school program option for Tam Valley families that involves Tia, is for TCSD to enter into an agreement with West America After Care, a third-party operator to provide such a program; and

WHEREAS, The goal is that after the 2025-26 school year, West America After Care, or another operator, will enter into a joint-use agreement with MVSD to provide an aftercare program and TCSD will no longer be involved in any aftercare programming.

THEREFORE, BE IT RESOLVED that the Tamalpais Community Services District Board of Directors authorizes the General Manager to do everything necessary and appropriate, including minor revisions, to enter into a one-year joint use agreement, attached as Exhibit A and incorporated herein, with the Mill Valley School District to provide an after school public recreation youth program at Tam Valley Elementary School for the 2025-26 school year.

The foregoing resolution was duly passed and adopted by the Board of Directors of the Tamalpais Community Service District at a duly noticed meeting held in said District on the 10th day of September 2025 by the following vote:

AYES:

NAYS:

ABSENT:

Steffen Bartschat, President

ATTEST:

Secretary, Tamalpais Community Services District

**JOINT-USE AGREEMENT
Between
MILL VALLEY SCHOOL DISTRICT
And
TAMALPAIS COMMUNITY SERVICES DISTRICT

(Tamalpais Valley Elementary School)**

THIS JOINT-USE AGREEMENT ("Agreement") is made August ____, 2025 ("Effective Date"), by and between the MILL VALLEY SCHOOL DISTRICT, a California public school district ("District"), and TAMALPAIS COMMUNITY SERVICES DISTRICT, a California community services district ("Tenant"), herein referred to individually as "Party," and collectively as the "Parties."

RECITALS

WHEREAS, Tenant is a community services district located in Mill Valley, Marin County, providing wastewater collection, solid waste collection, and parks and recreation services to residents residing in the Tamalpais-Homestead Valley census-designated place (CDP), including public recreation programs for children; and

WHEREAS, pursuant to section 1596.792(g) of the California Health and Safety Code, certain public recreation programs operated by a community services district ("CSD") may qualify for an exemption from state childcare licensing requirements; and

WHEREAS, Tenant wishes to provide an after-school public recreation youth program at Tamalpais Valley Elementary School located at 350 Bell Lane, Mill Valley, CA 94941, as depicted in **Exhibit "B"**, attached hereto and made part of this Agreement ("Property"); and

WHEREAS, Tenant requires space for its after-school public recreation program for school-age children in grades TK-5 enrolled at the District, consistent with the program specifications provided in **Exhibit "A"** attached hereto and made a part of this Agreement ("Program"); and

WHEREAS, District agrees that Tenant may operate its Program on that certain portion of the Property as more specifically described in **Exhibit "C"** attached hereto and made part of this Agreement (collectively, the "Premises"); and

WHEREAS, pursuant to California Education Code, section 17527, *et seq.*, District is authorized to rent or lease its property via a joint use agreement "to make vacant classrooms or other space in operating school buildings available ... to other school districts, educational agencies, except private educational institutions which maintain kindergarten or grades 1 to 12, inclusive, governmental units, nonprofit organizations, community agencies, professional agencies, commercial and noncommercial firms, corporations, partnerships, businesses, and individuals ..."; and

WHEREAS, pursuant to section 17529 of the Education Code, District's Governing Board has determined that this Agreement and Tenant's joint occupancy and use of the Premises for its Program as set forth herein will not: (1) interfere with the educational programs or activities of the District or any school or class conducted on the Property or in any building; (2) unduly disrupt the residents in the surrounding neighborhood; or (3) jeopardize the safety of the children at the Property; and

WHEREAS, similarly, pursuant to California Education Code, section 10900, *et seq.*, District is authorized to rent any building, grounds, or equipment belonging to the District to any other public authority for purposes of operating a public recreation program so long as

such program will not interfere with the District's use of the facilities or programs of the public school system; and

WHEREAS, the Parties now wish to memorialize the terms and conditions governing Tenant's use of the Premises for Tenant's operation of its Program.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, District and Tenant agree as follows:

AGREEMENT

Section 1. Title to Property. The Parties acknowledge that title to the Property, including the land underlying the Premises and the District improvements thereon, is held by District.

Section 2. Use of the Premises; Temporary Storage.

- A. Use of the Premises. The Premises is more particularly described at **Exhibit "C"**. During specified afterschool hours, District agrees to allow Tenant use of the Premises solely for the administration and operation of Tenant's Program, which is more particularly described in **Exhibit "A"**, during the Term of this Agreement, pursuant and subject to the terms, covenants, and conditions set forth herein. Tenant shall identify a Program supervisor representing Tenant who will be on duty to supervise Tenant's use of the Premises for the Program. District shall in no way be responsible for, or connected with, Tenant's Program.
- B. Temporary Storage. Prior to District's installation of new carpet (as set forth in Section 5(B), below), Tenant shall remove all of Tenant's personal property from the Premises as is needed for purposes of the carpet replacement work. District agrees to temporarily provide space ("Temporary Storage"), which is more particularly described in **Exhibit "E"**, at another District-owned location (70 Lomita Drive, Mill Valley) for Tenant to temporarily store Tenant's personal property for a temporary period of time not to exceed ninety (90) days from the Effective Date of this Agreement. Tenant, at Tenant's sole cost and expense, shall be solely responsible for moving Tenant's personal property from the Premises to the Temporary Storage space, and for removing Tenant's personal property from the Temporary Storage space on or before the expiration of the ninety (90) days. Tenant understands that Tenant is being provided use of the Temporary Storage space on a limited, temporary basis, and should Tenant fail to fully remove Tenant's personal property on or before the expiration of the ninety (90) days, District reserves the right, but is under no obligation, to relocate Tenant's personal property from the Temporary Storage space, and Tenant shall reimburse District for any relocation costs and expenses incurred by District, as well as pay to District a holdover penalty of Five-Hundred-Dollars (\$500.00) per month, commencing on the ninety-first (91st) day, until Tenant's personal property is removed from the space to the District's satisfaction. Tenant shall be responsible for restoring the Temporary Storage space, and other portions of the Lomita Drive property that were affected by Tenant's occupancy of the Temporary Storage space, to its condition that existed on the date of Tenant's first use with no damage thereto, reasonable wear and tear accepted, free and clear of all liens, claims, encumbrances, and clouds on District's title. Should Tenant opt to dispose of some or all of Tenant's personal property rather than moving it to the Temporary Storage space or moving it back to the Premises after completion of the carpet replacement work, Tenant shall be solely responsible for arranging proper disposal (dumpster, hauling service, etc.), and for all costs and expenses associated therewith. Under no circumstances shall Tenant dispose of Tenant's personal property in District's dumpsters or trash receptacles. District shall provide Tenant access to the Temporary Storage space upon request.

during regular business hours with notice from Tenant at least twenty-four (24) hours in advance, provided that such requested access does not interfere with school activities on campus. District is in no manner responsible for damage or theft of Tenant's personal property stored at the Temporary Storage space, and Tenant assumes all risk and liability associated therewith.

Section 3. Term. The term of this Agreement shall commence on September 15, 2025, and shall remain in effect until June 30, 2026 at 11:59 p.m., if not sooner terminated pursuant to the terms of this Agreement ("Initial Term"). Tenant agrees to yield and peaceably deliver possession of the Premises to District in the condition required under this Agreement on the date of expiration of the Initial Term of the Agreement or earlier termination of this Agreement, whatsoever the reason for such termination.

Section 4. Renewal. This Agreement may be renewed for up to four (4) additional one (1) year (July 1 – June 30) terms (each, a "Renewed Term") upon the mutual written agreement of the Parties. If either Party wishes to renew this Agreement for the Renewed Term, it shall notify the other Party in writing at least ninety (90) days before the expiration of the previous Term. The Parties understand that, pursuant to Education Code section 17534, the term of the Agreement may not exceed five (5) years, thus prior to each Renewed Term, the District's Board of Trustees ("Board") shall make the findings required by Education Code section 17529.

Section 5. Maintenance and Repairs.

- A. At all times during the Term of this Agreement, Tenant shall, at its sole cost and expense, operate and maintain the Premises in good order and in a safe, clean and sanitary condition, in conformance with all laws, rules, and regulations applicable to use of the Premises by Tenant or District. Tenant shall be solely responsible for all custodial/janitorial services to the Premises and costs related thereto. District shall be responsible for reasonable maintenance and repair, as needed, of the Premises. The term "maintenance and repair" shall be defined as routine, regular, or necessary maintenance, repair, and replacement. If District determines, in its reasonable discretion, that any repairs or maintenance of the Premises are necessary to protect the public health and safety, or are otherwise necessary to ensure compliance with this Section, District may, but is under no obligation to, provide written notice to Tenant and Tenant shall make the Premises available for such repair and/or maintenance by the District.
- B. Prior to commencement of the Term, District shall, at District's sole cost and expense, replace the existing carpet at the Premises with new carpet of District's choice. At its sole cost and expense, Tenant shall be solely responsible for any other alterations or improvements to the Premises (including structural elements) required by local, state, or federal laws, codes, regulations, licenses, or approvals with respect to TK-5 childcare facilities, as well as with respect to operation of the Program, including, without limitation, handicapped accessibility and fire safety. Any alterations or improvements to the Premises shall be done in accordance with the terms of this Agreement. Notwithstanding the foregoing, Tenant shall not make any alterations or improvements under this subsection without the prior written consent of District.
- C. Tenant shall promptly report to District any damage or disrepair of District improvements known to Tenant and/or caused or discovered by Tenant during Tenant's use of the Property or Premises.
- D. Tenant shall have no maintenance or repair obligations with respect to the Premises. Tenant hereby knowingly and expressly waives the provisions of California Civil Code

sections 1932(l), 1941, and 1942, including all rights to make repairs at the expense of District.

Section 6. Utilities and Security.

- A. District shall be responsible for the costs of water, gas, routine security for the Property, garbage (excluding disposal of Tenant's personal property as described in Section 2(B), above), sewage and electricity at the Premises. The Parties agree that the costs of District-provided utilities set forth in this Section are included in the Rent. Tenant shall be responsible for payment of any additional utilities necessary for operation of the Program at the Premises.
- B. Tenant shall be responsible for security of the Premises at all times, including locking all windows, doors, and gates of the Premises when not in use. District is in no manner responsible for damage to or theft of Tenant's property.

Section 7. Rent.

- A. Recognizing that the Initial Term is a transitional year for Tenant's Program during which Tenant will be implementing Program modifications to better facilitate the future viability of the Program, the Parties agree that, for the Initial Term only, Tenant shall pay District an annual payment of One-Thousand-Dollars-and-00/100s (\$1,000.00) ("Rent") for and in consideration of the use of the Premises for the Initial Term of this Agreement.
- B. In the event that the Parties opt to renew this Agreement for a 2026-2027 Renewed Term, the Parties understand and agree that, for and in consideration of the use of the Premises for the first Renewed Term of this Agreement, Tenant agrees to pay District an annual payment of Eight-Thousand-One-Hundred-Dollars (\$8,100.00) ("Subsequent Rent"), which the Parties agree constitutes fair market rent for the Premises, including the cost of utilities for the Premises. The first payment of Rent shall be due on or before July 1, 2025. Thereafter, Tenant's payments of Rent are due on or before July 1 of every year for the Term of this Agreement, and every Renewed Term (if applicable), without deduction, setoff, prior notice, or demand.
 - 1. Annual Adjustment. The annual amount of Subsequent Rent shall be adjusted annually to reflect the percentage increase in the Consumers Price Index for All Urban Consumers (CPI-U) (1982-84=100), as compiled by Bureau of Labor statistics of the U. S. Department of Labor for the San Francisco-Oakland-San Jose metropolitan area, using either the seasonally adjusted CPI-U for the preceding calendar year or the percentage change of the April to April monthly indices, whichever is greater. The minimum annual increase in Rent shall be no less than three percent (3%) and the maximum annual increase shall be no greater than six percent (6%).
 - 2. Notification. District shall notify Tenant of the adjusted annual Rent, to be calculated as provided by this Section, by June 1 of each year. Increases in annual Rent shall not require an amendment to this Agreement.
- A. Interest. Tenant acknowledges that late payment by Tenant to District of the Rent due hereunder will cause District to incur costs not contemplated by this Agreement, the exact amount of which is, and will be, extremely difficult to ascertain. Accordingly, the Parties agree that Rent shall be delinquent and shall bear interest if not paid promptly on the date it becomes due as specified in this Section at the rate of ten percent (10%) per annum or the maximum amount allowed by law from the date it becomes due until it is paid by Tenant to District. The Parties hereby agree that such late charges represent a fair and reasonable estimate of the costs District will incur by

reason of late payment by Tenant. Acceptance of such late charge by District shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent District from exercising any of its other rights and remedies granted hereunder. Lack of payment for more than 30 days after the date it is due shall be deemed to be a default under the terms of this Agreement, in which event, District may exercise its rights under this Agreement, including immediate termination upon giving notice to Tenant. In no event shall Tenant commence operation of its Program for any school year until Tenant has paid the annual Rent for such school year. This Section shall survive the expiration or earlier termination of this Agreement.

- B. Place of Payment. All Rent and other amounts that become due and payable under this Agreement shall be paid to District at District's office, located at 411 Sycamore Avenue, Mill Valley, CA 94941, or any other place or places that District may designate by written notice to Tenant.

Section 8. Condition of Premises. Tenant hereby acknowledges, understands, and agrees that the Premises and shared portions of the Property are rented to Tenant on an "AS-IS", "WHERE-IS" and "WITH ANY AND ALL FAULTS" basis, subject to any and all existing easements and encumbrances, without representation or warranty by District or its agents, whether express or implied, of any kind whatsoever, including, without limitation, any representation or warranty of fitness or suitability for the operation of Tenant's Program, and Tenant expressly waives all claims for damages by reason of any statement, representation, warranty, promise or agreement, if any, not contained in this Agreement. Tenant acknowledges that prior to using the Premises, Tenant shall inspect the Premises, including appurtenant facilities or grounds of the Property, and by entry into and taking possession of the Premises pursuant to this Agreement, Tenant stipulates and agrees that the Premises is clean, safe, and in usable condition, that Tenant is satisfied with the condition, suitability, and fitness thereof, and accepts the Premises as being in good and sanitary order, condition, and repair and in the condition existing as of the commencement date of this Agreement. District shall not be required to make or construct any alterations including structural changes, additions, or improvements to the Premises. Applicant expressly waives any and all claims for defects in the Property and Premises, including any latent defects therein.

Section 9. Tenant Improvements or Alterations.

A. Improvements or Alterations. Tenant shall not construct or cause to be constructed on the Premises or the Property any improvements or alterations of any kind without the prior written approval of District. Tenant shall, at its own cost and expense, obtain all necessary environmental and governmental approvals and permits, including, without limitation, any necessary approvals from the Division of the State Architect ("DSA"), and any local authority including any site, grading, zoning, design review, and other required permits or approvals, if applicable, prior to commencing construction, and shall provide District with evidence of approval by all applicable governmental agencies. All contractors and subcontractors of Tenant, if any, shall be duly licensed and registered in the State of California. Tenant shall be solely responsible for compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the construction or installation of any improvements of the Premises that are performed by Tenant or on Tenant's behalf, including, without limitation, prevailing wage requirements. Tenant shall be solely responsible for maintaining the Premises and improvements installed thereon during the Term of this Agreement, including any Renewed Term, and while otherwise occupying the Premises, and for compliance with all applicable laws, ordinances, rules and regulations. District is in no manner responsible for damage or theft of Tenant's equipment, including play equipment or other personal property.

B. Signs. Tenant shall, at Tenant's cost, have the right and entitlement to place Tenant's signs on or at Premises, and otherwise to advertise its services, provided Tenant obtains the approval and consent of District regarding content, size, and placement of signs, which approval and consent shall not be unreasonably withheld. All signs shall comply with District Policies and local governmental ordinances pertaining thereto. Throughout the Term of this Agreement, Tenant shall, at its sole cost and expense, maintain the signage and all appurtenances in good condition and repair. At the termination of this Agreement, Tenant shall remove any signs which it has placed on the Premises or Property and shall repair any damage caused by the installation or removal of those signs.

Section 10. Termination.

A. Termination for Convenience. District shall have the right to terminate this Agreement, without liability on the part of District except as otherwise provided herein, by giving Tenant written notification at least one-hundred-and-twenty (120) days prior to the effective date of the termination. Tenant shall have the right to terminate this Agreement, without liability on the part of Tenant except as otherwise provided herein, by giving District written notification at least one-hundred-and-twenty (120) days prior to the effective date of the termination. Neither party shall not be required to provide just cause for termination for convenience in the written notification.

B. Termination for Cause. Either Party may terminate this Agreement immediately after the expiration of any applicable cure period for cause. Cause shall include, without limitation the following, and the Parties shall have the cure periods provided below:

1. A Default or material violation of this Agreement by either Party if such violation shall continue for thirty (30) days after written notice is given by either Party to the other Party of such violation; or
2. If, in the reasonable judgment of District, Tenant's acts or omissions: (i) interfere with the educational programs or activities of the District or any school or class conducted on the Property or in any building; (ii) represent an immediate threat to the health, welfare or safety of District's students, staff, or the public; (iii) violate applicable laws, codes, rules, regulations, or ordinances; (iv) subject or expose District and/or its Board of Trustees ("Board") to liability to others for personal injury or property damage; or (v) unduly disrupt the residents in the surrounding neighborhood, then District shall have the right, in its sole discretion, to terminate this Agreement immediately, unless, at District's sole option, Tenant cures such default within twenty-four (24) hours of notice of termination, or longer in District's sole discretion; or
3. Tenant is adjudged bankrupt, Tenant makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Tenant's insolvency.

If the District terminates for cause, Tenant's rights in the Premises shall terminate upon Tenant's receipt of notice of termination from the District, unless otherwise specified herein. Tenant shall surrender and vacate the Premises in the condition required under this Agreement, and District may reenter and take possession of the Premises and eject Tenant, or any other person or persons claiming any right under or through Tenant. Any termination under this Section shall not release Tenant from the payment of any sum then due District or from any claim for damages or rent previously accrued or then accruing against Tenant.

C. Restoration of Premises. Upon expiration or earlier termination of this Agreement, Tenant shall be responsible for restoring the Premises, and other portions of the Property that were affected by Tenant's occupancy of the Premises, to its condition that existed on the date of Tenant's first occupancy with no damage thereto, reasonable wear and tear accepted, free and clear of all liens, claims, encumbrances, and clouds on District's title. Tenant shall return all District equipment and keys upon termination of this Agreement, and in the event any equipment or keys are not returned, Tenant shall be responsible for actual costs of replacement of such equipment or rekeying of locks. Nothing contained in this Agreement shall constitute an agreement by District to subject its fee interest in the Property, including Premises, to any lien.

D. No Limitation of Rights. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District and/or Tenant.

Section 11. Title to and Removal of Tenant's Equipment.

Title to Tenant's equipment, personal property, chattels, fixtures and/or leasehold improvements ("Tenant's Equipment") on the Premises shall be held solely by Tenant. All of Tenant's Equipment shall remain the personal property of Tenant and shall not be treated as real property or become a part of the Premises. On or before the expiration of this Agreement, or within thirty (30) days after any earlier termination hereof, Tenant shall remove Tenant's Equipment, at its sole expense. Tenant shall repair any damage to the Premises, caused by said removal and restore Premises to good condition, less ordinary wear and tear.

In the event that Tenant fails to use commercially reasonable efforts to timely remove Tenant's Equipment, District, upon fifteen (15) days written notice, may, without liability on the part of District to Tenant or any person or entity claiming under Tenant, either (1) accept ownership of Tenant's Equipment with no cost to the District, or (2) remove and/or dispose of Tenant's Equipment at Tenant's sole cost. In the event that the District chooses to accept ownership of Tenant's Equipment, Tenant shall execute any necessary documents to effectuate the change in ownership of Tenant's Equipment to District. In the event that the District removes and/or disposes of Tenant's Equipment, Tenant shall pay all costs for the removal and/or disposal of Tenant's Equipment within thirty (30) days of receipt of an invoice.

Section 12. Destruction.

A. If the Premises or the Property is damaged or destroyed so as, in District's sole judgment, to hinder Tenant's normal operations, Rent shall abate in proportion to the loss of use from the date such damage or destruction occurs until Tenant is able to commence normal operations. To the extent feasible, District will provide Tenant a temporary comparable alternate space to operate its Program.

B. District and Tenant waive any statutory rights to terminate this Agreement on account of damage or destruction as set forth above.

Section 13. Program Staffing and Background Verification.

Tenant represents that it is duly authorized to administer and operate its Program, and at District request, Tenant shall provide copies of relevant license(s), permit(s), accreditation(s), and/or certification(s) to District. Tenant shall be solely responsible for obtaining all necessary permits, licenses, and approvals from any and all applicable State, local or other regulatory agencies related to the operation of its Program or otherwise connected to Tenant's use of the Premises, including without limitation, use permits, California Department of Social Services ("CDSS") licensing, and compliance with the California Environmental Quality Act ("CEQA"). Should Tenant believe it qualifies for any exemption(s) and/or waiver(s) to any permitting, licensing or approval requirements applicable to the Program, including, without

limitation, an exemption/waiver from CDSS required child care licensing pursuant to the public recreation program exemption under Health and Safety Code section 1596.792(g), Tenant shall be solely responsible for, at all times during the Term, meeting all conditions and requirements applicable to such exemption/waiver (including, without limitation, notice and reporting requirements), and provide written proof that Tenant has properly obtained said exemption/waiver, including confirmation from CDSS if applicable. If Tenant is found in violation of any permitting, licensing or approval requirements applicable to operation of the Program, Tenant may be subject to statutory penalties including but not limited to a default under this Agreement, immediate suspension of the Program, civil penalties (which, for a violation of CDSS licensing requirements, may result in a \$200 per day civil penalty), and possible fines or imprisonment.

Tenant shall be solely responsible for the administration and operation of its Program, including the hiring of all employees. Tenant shall be responsible for verifying the qualifications, credentials, certificates, and licenses of its employees, staff, agents, volunteers, consultants, subconsultants, and/or subcontractors who may provide services in conjunction with Tenant's operation and administration of its Program and activities on the Premises and Property. Prior to commencement of its Program, Tenant shall register with TrustLine (if required by applicable law or regulation) or other legally required registration system (if any), shall complete the required Fingerprinting/Criminal background verification certificate attached hereto as **Exhibit "D,"** and shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in Education Code sections 10911.5 and 45125.1 or as otherwise may be required by licensing authorities such as the California Department of Social Services or California Department of Education. Tenant shall provide to District written verification of compliance with the aforementioned fingerprinting and criminal background investigation requirements prior to each individual's commencement of employment or participation in any Tenant activity. Tenant shall not allow any person for whom the District has not received satisfactory written verification of compliance to enter the Property for any purpose related to or arising out of this Agreement at any time that District pupils may be present or otherwise have contact with District pupils.

Section 14. Prohibited Uses and Restrictions.

- A. The following uses and types of activities are prohibited on the Property and Premises: (1) Any use or activity which involves the possession, serving, consumption, use, and/or sale of alcoholic beverages, illegal drugs, narcotics, intoxicants, marijuana or synthetic marijuana, tobacco products, including, without limitation, vaporized or e-cigarettes, and/or other restricted substances; (2) Any use or activity which involves gambling and/or the conducting of games of chance; (3) Any use or activity which is inconsistent with the use of the Premises for the Program expressly stated herein, the use of the Premises for school purposes, or which otherwise interferes with school or District activities or the regular conduct of schoolwork; (4) Any use or activity which is discriminatory against any group or individual protected under local, state, or federal antidiscrimination laws or District policy; (5) Any use or activity that includes fighting, quarrelling, abusive language, or noise which may be offensive to other uses, activities, or the neighborhood; (6) Any use or activity for the commission of any crime or any act prohibited by law or District policy, nor shall the Property or Premises be used for any unlawful purpose; (7) Any use or activity which is inimical or contrary to public morals, good manners, taste and/or welfare or which is morally objectionable as unsuitable for a public educational facility; (8) Any use or activity that would violate the rules and regulations governing license-exempt public recreation programs, including,

without limitation, exceeding permissible hours of operation, program duration, student:staff ratios, or student age and enrollment requirements under Health and Safety Code, section 1596.792(g), or other applicable law, unless a childcare license permitting such activity is obtained; (9) Any use or activity which would, in the sole discretion of District, unduly disrupt the residents in the surrounding neighborhood; (10) Any use or activity which would, in the sole discretion of District, injure or damage the Property, Premises, school facilities, grounds, equipment, or other school or District property; (11) Any use or activity which may cause an increase in the existing rate of insurance upon the Property or Premises or cause the cancellation of any insurance policy covering the Property or Premises; (12) No animals of any kind are allowed on the Property or Premises except for certified service animals or unless otherwise required by law; (13) Firearms, including pellet guns, BB guns, or sling shots, and other weapons or explosive devices are prohibited on any District property, including the Property and the Premises; and (14) Tenant shall not commit or suffer to be committed, any waste upon the Property or Premises, or place any harmful substances, whether solid, liquid or gaseous, in the plumbing, sewer, or storm water drainage systems of the Property or Premises.

B. No waste materials or refuse shall be dumped upon or permitted to remain upon any part of the Property or Premises except in trash containers designated for that purpose. Additionally, Tenant shall comply with all environmental and hazardous materials laws, and shall not cause or permit any Hazardous Material to be generated, brought onto, used, stored, or disposed of in or about the Property or Premises. As used herein, the term "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government. The term "Hazardous Materials" includes, without limitation, petroleum products, asbestos, PCBs, and any material or substance which is: (i) defined as hazardous or extremely hazardous pursuant to Title 22 of the California Code of Regulations, Division 4.5, Chapter 11, Article 4, section 66261.30, et seq.; (ii) defined as "hazardous waste" pursuant to section (14) of the federal Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq., or (iii) defined as a "hazardous substance" pursuant to section 10 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9601, et seq. As used herein, the term "hazardous materials law" means any statute, law, ordinance, or regulation of any governmental body or agency, including, without limitation, the U.S. Environmental Protection Agency, the California Regional Water Quality Control Board, and the California Department of Health Services, which regulates the use, storage, release, or disposal of any Hazardous Material.

C. If parking on the Property, Tenant and its participants, employees, agents, volunteers, licensees, and invitees must park in designated parking locations and drive on designated roadways. Under no circumstances shall Tenant or its participants, employees, agents, volunteers, licensees, and invitees drive or park on lawns, fields, pedestrian pathways, corridors, tracks, landscaping, courtyards, sidewalks, or any other areas not intended for vehicles. Furthermore, parking on the Property during school hours is prohibited. Parking in designated fire lanes is prohibited. Tenant shall be solely responsible for any and all property damage or other losses resulting from unauthorized use or parking of vehicles in prohibited areas on the Property by Tenant or its participants, employees, agents, volunteers, licensees, or invitees. District shall have no responsibility for the safety of the vehicles or their contents parked at the Property, and Tenant assumes the entire risk of lost and theft with respect to property placed at the Property by Tenant or on its behalf.

Section 15. Hold Harmless/Indemnification. To the fullest extent permitted by California law, Tenant shall indemnify and hold harmless District, its Board and members of the Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "District Indemnified Parties") from any and all losses, liabilities, claims, suits, damages, expenses, costs, recourses, penalties, fines, liabilities, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of this Agreement, Tenant's use of or presence in, on, or about the Premises or Property, or from any activity, work, or thing done, permitted, or suffered by Tenant, its employees, volunteers, participants, partners, officers, students, clients, members, agents, contractors, customers, guests, attendees, invitees, staff, representatives, servants, tenants, concessionaires, invitees, or visitors in conjunction with the performance of this Agreement, including, but not limited to, personal or bodily injuries, illnesses, infectious diseases, or bacterial or viral infections, death, property damage, theft, or loss, or any non-compliance with any federal, state, or local laws, orders, regulations, or health and safety guidelines (including, without limitation, COVID-19 protocols and/or guidelines) unless caused wholly by the sole negligence or willful misconduct of the District Indemnified Parties.

Section 16. Insurance.

A. Commercial General Liability Insurance. Tenant shall, during the Term of this Agreement, maintain in force, a combined, single-limit liability commercial general insurance policy with a \$2 million per occurrence and \$4 million aggregate limit of liability for bodily injury and property damage, including products and completed operations, and personal and advertising injury. The District, its Board, officers, officials, employees, agents and volunteers shall be named as additional insureds at Tenant's expense under such policy. Such policy shall provide for a thirty (30) day written notice to District of any cancellation or reduction of coverage. Tenant agrees to provide District an original certificate of insurance evidencing this coverage in a form satisfactory to District upon execution of this Agreement, upon each policy renewal, and upon request of District during the Term of this Agreement.

B. Automobile Insurance. Tenant shall, during the Term of this Agreement, maintain in force a comprehensive auto liability policy naming District, its Board, employees, and agents, at Tenant's expense, as additional insured under such policy. The policy shall provide for a thirty (30) day written notice to District of any cancellation or reduction of coverage. Tenant agrees to provide District an original certificate of insurance evidencing this coverage, including all required amendatory endorsements and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements, in a form satisfactory to District upon execution of this Agreement, upon each policy renewal, and upon request of District during the Term of this Agreement.

C. Workers' Compensation and Employer's Liability Insurance. During the Term of this Agreement, Tenant shall comply with all provisions of law applicable to Tenant with respect to obtaining and maintaining workers' compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1 million per accident for bodily injury, illness, or disease. Prior to commencement and any renewal of this Agreement and Tenant's occupancy of the Premises, Tenant shall provide District, as evidence of this required coverage, a certificate in a form satisfactory to District on or before the commencement or renewal date, providing that insurance coverage shall not be cancelled or reduced without thirty (30) days prior written notice to District.

D. Sexual Molestation and Abuse Insurance. Tenant shall, during the Term of this Agreement, maintain in force sexual molestation and abuse coverage with a \$2 million per occurrence, \$4 million aggregate limit of liability. The District, its Board, officers, officials, employees, agents and volunteers shall be named as additional insureds at Tenant's expense under such policy. Such policy shall provide for a thirty (30) day written notice to District of any cancellation or reduction of coverage. Tenant agrees to provide District an original certificate of insurance evidencing this coverage in a form satisfactory to District upon execution of this Agreement, upon each policy renewal, and upon request of District during the Term of this Agreement.

E. Property Insurance. Tenant acknowledges and understands that the insurance to be maintained by District on the Premises will not insure any of Tenant's Equipment, property, improvements, or betterments made by Tenant. Accordingly, Tenant shall, at its own expense, maintain in full force and effect an insurance policy on all of its fixtures, equipment, improvements and betterments made by Tenant, and personal property in, about, or on the Premises and Property. Said policy is to be for "All Risk" coverage insurance, at full replacement cost with no coinsurance penalty provision.

F. Other. If the Tenant maintains broader coverage and/or higher limits than the minimums shown above, District requires and shall be entitled to the broader coverage and/or the higher limits maintained by Tenant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to District. Each insurance policy required by this Agreement shall: (i) be placed with insurers authorized to conduct business in the State of California with a current A.M. Best's rating of no less than A: VII; (ii) not be cancelled, limited in scope of coverage or non-renewed until after thirty (30) days written notice has been given to District; and (iii) contain a clause waiving all rights of subrogation against District, its Board, members of the Board, and elective or appointive officers or employees, when acting within the scope of their employment or appointment. Tenant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer. The Parties agree that any insurance maintained by District will apply in excess of, and not contribute with, insurance provided by the policies required by this Agreement. With respect to self-insured retentions, self-insured retentions must be declared to and approved by the District. At the option District, either: (i) the Tenant shall obtain coverage to reduce or eliminate such self-insured retentions as respects the District, its Board, its officers, officials, employees, agents and volunteers; or (ii) Tenant shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or District. District reserves the right to modify the requirements of this Section at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Section 17. COVID-19 Requirements; Tenant Acknowledgement & Agreement.

A. COVID-19 Protocols and Guidelines. Tenant hereby acknowledges that the County of Marin, through its Health Officer, the State of California, and the federal Center for Disease Control ("CDC") have issued COVID-19 health protocols governing the use and operation of facilities by certain businesses and organizations (collectively, "COVID-19 Protocols"), and Tenant acknowledges and represents that Tenant has familiarized itself with these COVID-19 Protocols, now and as they may be amended, updated, or superseded from time to time, and further, Tenant agrees to abide by the COVID-19 Protocols and other local, state, and federal guidelines regarding human protection from COVID-19 (collectively, the "Guidelines").

1. As the COVID-19 Protocols and Guidelines contemplate additional requirements for facility readiness, Tenant understands and agrees that Tenant, at Tenant's own cost and expense, shall be responsible for appropriate and compliant deep cleaning, disinfection, and sanitation and other facility readiness requirements of the Premises to mitigate the risk of spreading COVID-19, including the use of coronavirus products approved by the Environmental Protection Agency ("EPA") and in compliance with the Healthy Schools Act ("HSA"). Likewise, at its own cost and expense, Tenant shall provide all personal protective equipment required to follow the COVID-19 Protocols and Guidelines.
2. Tenant acknowledges and understands that an inherent risk of exposure to COVID-19 exists in any public place where people are present, such as the District's Property. Tenant further acknowledges and understands that the District makes no representation or warranty regarding the condition of the Property with respect to COVID-19 at any time during this Agreement, and further has no duty or responsibility to ensure the Property is made clear of COVID-19.
3. Tenant agrees that Tenant, at its sole cost and expense, shall be solely responsible for developing and enforcing proper protocols and procedures, and otherwise ensuring compliance with these requirements by Tenant and Tenant's employees, volunteers, participants, partners, officers, students, clients, members, agents, contractors, customers, guests, attendees, invitees, staff, and visitors. Furthermore, Tenant shall be solely responsible for determining whether its use of the Premises and Property is permissible based on current and future regulations or requirements established by any governmental agency at the time of Tenant's use or operation of its Program.
4. Tenant shall comply with the requirements of Cal/OSHA COVID-19 Prevention Non-Emergency Regulations set forth at Title 8 of the California Code of Regulations, Sections 3205–3205.3, including maintaining a written Injury and Illness Prevention Program that addresses COVID-19 as a workplace hazard and includes measures to prevent workplace transmission, employee training, and methods for responding to COVID-19 cases at the workplace. Tenant shall have protocols in place and take all precautions necessary to ensure Tenant and Tenant's employees, volunteers, participants, partners, officers, students, clients, members, agents, contractors, customers, guests, attendees, invitees, staff, and visitors do not enter the Premises, Property, or other District property when they are sick, and do not return until they have met applicable criteria to discontinue home isolation. Tenant understands and agrees that Tenant will promptly notify District upon learning or discovering someone is or becomes infected or sick with corona-virus or COVID-19, and shall inform District, to the

extent possible, of all areas on the District Property used or visited by said person.

Section 18. Assumption of Risk. Tenant understands and acknowledges that, due to COVID-19, there are certain risks inherent in visiting public spaces, such as the Premises and Property, and/or engaging in activities, gatherings, or events with or within proximity of others, including, without limitation, accident, personal or bodily injury, illness, disease, viral or bacterial exposure or infection, and/or death, and that engaging in such activities may be dangerous. Tenant agrees that District cannot ensure the safety of Tenant or Tenant's employees, volunteers, participants, partners, officers, students, clients, members, agents, contractors, customers, guests, attendees, invitees, staff, attendees, family, heirs and visitors from risks associated with COVID-19 or other related or similar pandemics or other infectious diseases, sickness, or ailments. Tenant, on behalf of itself and its employees, volunteers, participants, partners, officers, students, clients, members, agents, contractors, customers, guests, attendees, invitees, staff, attendees, family, heirs, visitors, and all other related persons, agents, and entities (collectively and individually, "Tenant's Contacts"), HEREBY ACKNOWLEDGES AND ASSUMES FULL RESPONSIBILITY FOR AND RISK (KNOWN AND UNKNOWN) OF ACCIDENT, PERSONAL OR BODILY INJURY, SICKNESS, ILLNESS, VIRAL OR BACTERIAL EXPOSURE OR INFECTION, HOSPITALIZATION, LOSS OF PERSONAL PROPERTY, QUARANTINES, AND/OR DEATH AND ALL RELATED COSTS AND EXPENSES to Tenant or any member of Tenant's Contacts from, or in any way associated with, COVID-19 or other related or similar pandemic or infectious disease, sickness, or ailment that directly or indirectly results from, arises out of, or in any manner is connected with Tenant's or Tenant's Contact's use of or presence in, upon, or about the Premises or Property. This assumption of responsibility and risk includes, without limitation, all KNOWN AND UNKNOWN RISKS AND DANGERS, INHERENT OR OTHERWISE.

Section 19. Waiver & Release from Liability. To the fullest extent permitted by California law, Tenant releases District, its Board and individual members of the Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (collectively, the "District") from and against any and all actions, claims, suits, demands, costs (including, without limitation, attorneys' fees and costs), losses, penalties, expenses, fines, harms, and liabilities of any kind, nature, and description ("Claims") directly or indirectly resulting from, arising out of, or in any manner connected with Tenant's use of or presence in, upon, or about the Premises or Property or Tenant's performance of the Agreement, including, but not limited to, the risks from COVID-19. Tenant understands and agrees that this release includes any Claims based on the actions, omissions, or negligence of the District, whether a COVID-19 infection or exposure occurs before, during, or after Tenant's use of the Premises or Property. This waiver and release is intended to discharge the District against any and all liability arising out of or connected in any way with Tenant's use and occupancy of the Premises and/or Property, even though that liability may occur or arise out of the negligence or carelessness on the part of the District. Tenant understands that, by signing this Agreement, Tenant is releasing claims and giving up substantial rights, including the right to such, and acknowledges that Tenant is doing so voluntarily. No representations, statements, or inducements, oral or written, apart from the foregoing written statement, have been made.

Section 20. Cooperation with Other Occupants of the Property.

It is understood and recognized by Tenant that the Property, of which the Premises is a part, will be used by other parties, including District, and Tenant shall cooperate with the other parties in reaching amicable arrangements regarding matters of concern, such as use of common areas, security measures, etc.

Section 21. Tuberculosis Risk Assessment/Testing and Immunizations. Tenant agrees to have its Program employees and employees of its subcontractors submit to a Pre-K and K-12

Tuberculosis Risk Assessment Questionnaire and Certificate of Completion Form from the California Department of Public Health. A licensed health care provider, including registered nurses, must administer the assessment within 60 days of hire. If tuberculosis risk factors are identified, a TB test is required. Tenant shall also comply with the licensing requirements of California Health & Safety Code section 1596.7995 by requiring that all of Tenant's Program employees and employees of its subcontractors be immunized against measles, pertussis, and influenza, unless the individual presents a valid medical exemption. Tenant shall maintain written documentation that all employees have satisfied this requirement and shall make such records available, upon request of the District. Tenant further agrees to comply with all applicable federal, state, and local regulations and laws regulating child immunization requirements and Tenant's admittance of children in child care or public recreation programs, including California Health & Safety Code section 120325, *et seq.*

Section 22. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or deposited in the United States mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows, with a required courtesy copy to be sent via email:

MILL VALLEY SCHOOL DISTRICT
411 Sycamore Avenue
Mill Valley, CA 94941
Attn: Asst. Supt. of Business & Operations
Email: prigney@mvschools.org

TAMALPAIS COMMUNITY SERVICES DISTRICT
Tia's Public Recreation Program
305 Bell Ln
Mill Valley, CA 94941
Attn: _____, _____
Email: _____

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by certified or registered mail shall be effective five (5) days after deposit in the United States mail.

Section 23. Sublease and Assignment.

Tenant shall not assign its rights, duties or privileges under this Agreement, nor shall Tenant sublease or attempt to confer any of its rights, duties or privileges under this Agreement on any third party, without the written consent of District. Any such attempt without District written consent shall be void.

Section 24. Independent Status.

This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

Section 25. Entire Agreement of Parties.

This Agreement constitutes the entire agreement between the Parties in regard to Tenant's use of the Premises and supersedes all prior discussions, negotiations and agreements, whether oral or written pertaining to Tenant's use of the Premises for its Program. This Agreement may be amended or modified only by a written instrument executed by the Parties.

Section 26. California Law.

This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Marin County, California.

Section 27. Attorneys' Fees.

In the event of any dispute under this Agreement, or the default by any Party of that Party's obligations hereunder, then the prevailing Party shall be entitled to recover, in addition to all other sums which may be due under the terms of this Agreement, all costs of suit, including reasonable attorneys' fees.

Section 28. Waiver.

The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

Section 29. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

Section 30. Counterparts.

This Agreement and all amendments, addendums and supplements to it may be executed in counterparts and transmitted by facsimile, and all counterparts together, whether original or facsimile, shall be construed as one document.

Section 31. Captions.

The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the Parties hereto.

Section 32. Severability.

Should any provision of this Agreement be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

Section 33. Incorporation of Recitals and Exhibits.

The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference and made part of this Agreement.

Section 34. Non-Discrimination.

Tenant and its employees shall not discriminate against any person because of race, color, ancestry, national origin, religion, creed, age, mental or physical disability, sex, gender, sexual orientation, gender identity, gender expression, medical condition, genetic information, marital status, or military or veteran status. Tenant shall not discriminate against any employee or applicant for employment because of race, color, ancestry, national origin, religion, creed, age, mental or physical disability, sex, gender, sexual orientation, gender identity, gender expression, medical condition, genetic information, marital status, or military or veteran status. Tenant covenants to meet all requirements of District pertaining to non-discrimination in employment. If Tenant is found in violation of the non-discrimination provision of the State of California Fair Employment Practices Act or similar provisions of federal law or executive order in the conduct of its activities under this Agreement by the

State of California Fair Employment Practices Commission or the equivalent federal agency or officer, it shall thereby be found in default of this Agreement.

Section 35. Inspection.

District's employees and agents shall have the right at all reasonable times upon reasonable prior notice to Tenant to inspect the Premises to determine if the provisions of this Agreement are being complied with.

Section 36. Taxes and Assessments.

It is understood and agreed that all taxes, costs, expenses, assessments, levies, possessory interest taxes, late charges, and other charges and governmental fees, general and special, ordinary and extraordinary, unforeseen as well as foreseen of any kind or nature whatsoever, which prior to or during the Term of this Agreement become due and payable upon the Premises or upon fixtures, equipment, or other property installed or constructed thereon, or which Tenant is otherwise required to pay hereunder, shall be the full responsibility of Tenant, and Tenant shall pay all sums prior to delinquency. Tenant is responsible for any interest and penalties that may accrue thereon in the event of Tenant's failure to pay such amounts, along with all reasonable damages, costs, and attorneys' fees and expenses which District may incur by reason of any default of Tenant or failure on Tenant's part to comply with the terms of this Agreement. In the event of nonpayment by Tenant, District shall have all the rights and remedies with respect thereto as District has for the nonpayment of the annual Rent. This provision shall survive the expiration or earlier termination of this Agreement.

Section 37. Authority.

Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute this Agreement. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized, and this Agreement is valid and a legal agreement binding on such Party and is enforceable in accordance with its terms.

Section 38. Reservation of Rights.

District reserves the right to install, lay, construct, maintain, repair, and operate such sanitary sewers, drains, storm water sewers, pipelines, manholes, and connections; water, oil, and gas pipelines; telephone and telegraph power lines; and the applications and appurtenances necessary or convenient for connection therewith, in, over, upon, through, across and along the Premises or any part thereof, and to enter the Premises for any and all such purposes. District also reserves the right to grant franchises, easements, rights of way, and permits, in, over, upon, through, across, and along any and all portions of the Premises. Notwithstanding the foregoing, no rights reserved by District in this clause shall be so exercised as to interfere unreasonably with the use and operation of the Premises by Tenant as permitted under this Agreement.

Section 39. Construction Related Accessibility Standards.

Pursuant to Civil Code section 1938, District states that the Premises and Property leased hereunder have not undergone inspection by a Certified Access Specialist (CASp).

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date above first written.

ACCEPTED AND AGREED:

DISTRICT:

TENANT:

Dated: _____, 2025

Dated: _____, 2025

MILL VALLEY SCHOOL DISTRICT,
a California public school district

**TAMALPAIS COMMUNITY SERVICES
DISTRICT.,**
a California community services district
d/b/a Tia's

By: _____

Paula Rigney, Assistant Superintendent of
Business & Operations

By: _____

_____, _____

EXHIBIT "A"
PROGRAM SPECIFICATIONS

The Program provided by Tenant shall conform to the following specifications:

a. Tenant shall provide an after-school public recreation program for school-age children, grades TK-5, along with administrative functions directly related to the Program on the Premises, in accordance with the terms of the Agreement.

A maximum number of 14 school-age (TK-5) children per adult staff member (age 18+) may be enrolled in Tenant's Program at the Premises, but in no event shall the number of enrolled students plus staff exceed the maximum occupancy set by the fire marshal for the indoor facilities on the Premises, nor shall enrollment exceed the maximum capacity permitted under Tenant's license for its Program issued by California Department of Social Services (if applicable), or any other applicable statutory staff-student ratio. Any additional activities shall only be permitted with the prior express written approval and consent of District. District may, at its sole discretion, assess a surcharge to cover the additional impact on the Premises of any change to Tenant's Program in an amount to be separately agreed by District and Tenant.

b. Children with disabilities shall be accepted provided their needs can be safely met with reasonable modification of the Program.

c. Tenant shall make the Program available after school for children school ages TK-5, but may only offer the Program for **no more** than twelve (12) hours per week or less to students under the age of four years and nine months, and for **no more** than twenty (20) hours per week or less to kids over the age of four years and nine months, unless a requisite CDSS license(s) is obtained. Tenant shall not operate the Program during school hours, on weekends, on weekdays that the District is closed, or on non-student days, such as teacher/staff development, conference, and local vacation/holiday days. **Tenant is prohibited by law from operating the Program in excess of twenty (20) hours per week during the Term without Tenant obtaining the requisite childcare license. Further, TK children under the age of four years and nine months old are prohibited by law from attending the Program more than twelve (12) hours per week without Tenant obtaining the requisite childcare license.**

d. Subject to District approval, Tenant may offer a public recreation program during the District summer break consistent with the District's conditions for approval of such additional usage, including payment of additional rent as may be required by District, which shall be documented in an amendment to this Agreement pursuant to the terms of this Agreement.

e. All Program participants shall complete an Emergency Information Card that includes the below information ("Emergency Information Card"). The Emergency Information Card is separate from the District's emergency card system and must be completed annually. No child may participate in the Program, unless Tenant has a completed Emergency Information Card on file.

- i) Names and ages of each child attending the Program;
- ii) Names, phone numbers and addresses of parent(s) or guardians(s); and
- iii) All known allergies for each child.

f. To the extent allowed by law, Tenant shall report the following information to the District's Assistant Superintendent of Business & Operations three (3) times per year during the Term:

- i) Names and ages of children attending the Program on the Premises;
- ii) Names and addresses of parent(s) or guardian(s);
- iii) Names and ages of siblings; and
- iv) Any related information requested by the District.

Tenant shall report this information by the last day of August, by the last day of December, and by the last day of May of each school year during the Term.

g. Tenant's Program shall be properly registered and licensed to provide childcare services for school age children, grades TK-5, with and by the State of California, and any other governmental agency required by law. In the event Tenant claims a statutory exemption/waiver to any applicable licensing requirement, including, without limitation, an exemption/waiver from CDSS required child care licensing pursuant to the public recreation program exemption under Health and Safety Code section 1596.792(g), Tenant shall be solely responsible for, at all times during the Term, meeting all conditions and requirements applicable to such exemption/waiver (including, without limitation, providing proper notice to parents/guardians of participating students regarding policies impacted by the waiver/exemption, and posting a copy of the waiver/exemption in a public place within the Premises), and provide written proof that Tenant has properly obtained said exemption/waiver, including confirmation from CDSS if applicable.

h. Tenant's use of the Premises to offer its Program shall comply with the terms of the Agreement, all District Policies, rules and regulations, and any regulation, order, law, statute, or ordinance of a governmental agency having jurisdiction over Tenant's operation of the Program and use of the Premises.

i. Tenant agrees that it will operate and manage the Premises, Program, and services offered in a competent, safe, sanitary and efficient manner at least comparable to other well-managed operations of a similar type. Tenant shall provide students with an age appropriate environment, including age appropriate equipment, materials, and supplies. Tenant shall comply with all legal obligations, as well as all local, City, State, and Federal laws and regulations, in operating the Program. Likewise, Tenant will comply with all requisite oversight by government authorities, including CDSS, and any applicable reporting requirements. Tenant represents that it is qualified to administer and operate the Program. Tenant shall be solely responsible for all aspects of the operation of the Program, including the enrollment of students, the recruitment, employment, and training of employees, the payment of employment, income, sales, and property taxes as required, and the billing and collection of fees, including any attendance fees and annual assessment fees. All payments shall be paid directly to "Tamalpais Community Services District".

j. Tenant shall develop and observe security measures to protect children enrolled in the Program or otherwise on the Premises, including but not limited to emergency contact information, sign-in/sign-out procedures, and a visitor sign-in log, and otherwise as required by license and law. Tenant shall have a current Emergency/Disaster Response Plan consistent with applicable law and District policy and regulations to be updated annually by June 30 and provide District a copy of said plan.

k. At all times during operation of the Program at the Premises, Tenant shall have reliable phone service capable of incoming and outgoing calls.

l. Tenant shall be responsible for verifying the qualifications, credentials, certificates, and licenses of its staff, agents, consultants, and/or subcontractors who may provide services in conjunction with Tenant's activities on the Premises. Tenant shall at all times retain active, qualified, competent, and experienced personnel to supervise Tenant's operation and to represent and act for Tenant. All staff supervising or employed with the Program by Tenant

shall be first aid/CPR trained and certified at all times during the Term of the Agreement. Tenant shall require its personnel to be properly dressed, clean, courteous, efficient, and neat in appearance at all times. Tenant shall not allow any person(s) in or about the Premises or Property to use offensive language and/or act in a boisterous or otherwise improper manner. Tenant shall maintain a close check over Tenant's personnel to ensure the maintenance of a high standard of service to the public. Tenant shall replace any employee whose conduct is detrimental to the best interests of the public. Such employee shall be replaced pursuant to the following standards:

- i) If, in the reasonable judgment of District, Tenant's employee(s) represent an immediate threat to the health, welfare or safety of the children of the District, District's students, staff, or the public, or if Tenant's employee(s) acts or omissions violate applicable laws, codes, rules, regulations, or ordinances, or otherwise subject or expose District to liability to others, Tenant shall replace the employee(s) immediately and shall not employ said employee(s) with the Program or on the Premises and/or Property which is the subject of the Agreement.
- ii) If Tenant's employee(s) engage in conduct or behavior which interferes with the educational program or activities of the District on the Property, unduly disrupts the residents of the surrounding neighborhood, or otherwise is detrimental to the best interest of the public, District may provide Tenant with a written statement of complaint describing the conduct or behavior complained of and the corrective action required to resolve the complaint. If, in the reasonable judgment of District, the complaint has not been satisfactorily resolved within thirty (30) days of receipt by Tenant, the employee shall be replaced immediately and shall not be employed with the Program or on the Premises and/or Property which is the subject of the Agreement.

EXHIBIT "B"
SITE MAP OF THE PROPERTY

Tamalpais Valley Elementary School
350 Bell Ln
Mill Valley, CA 94941

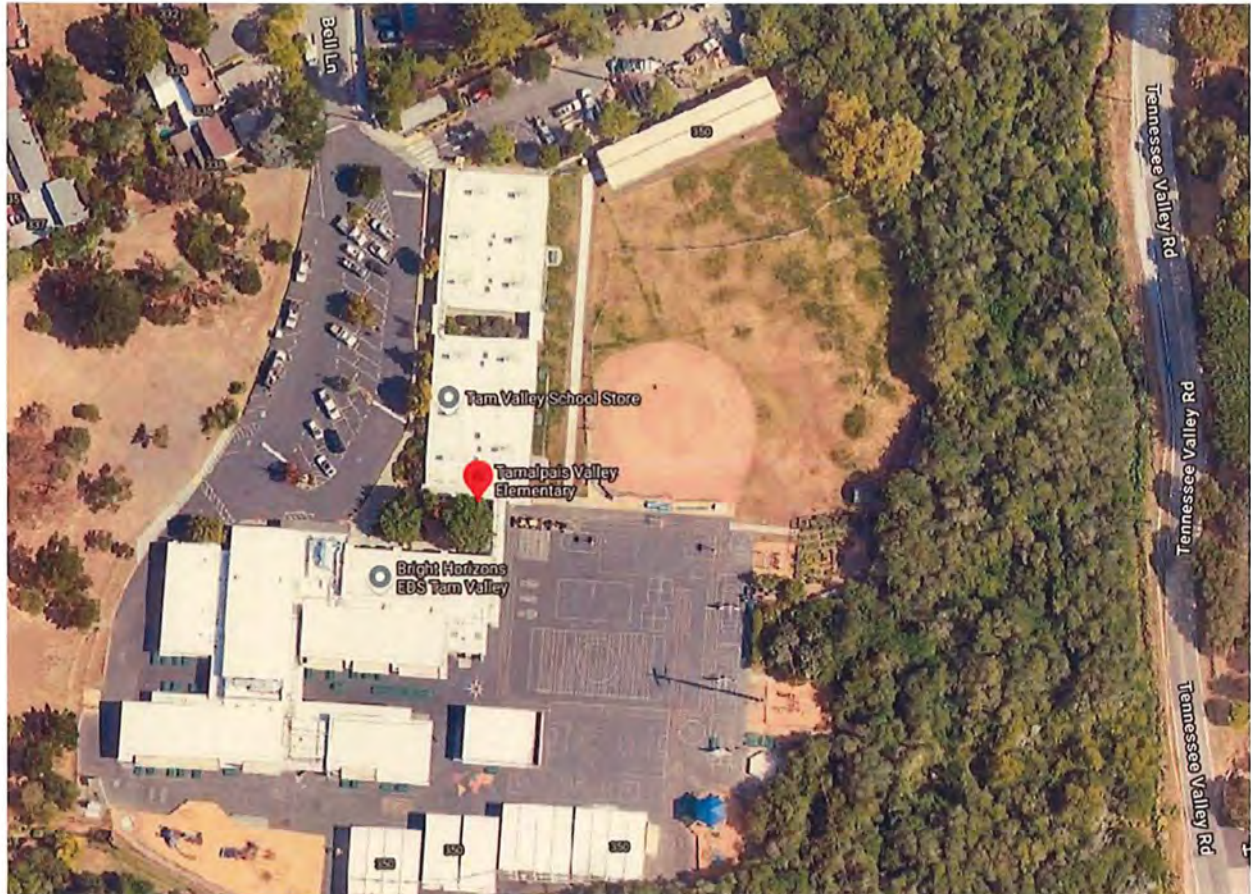


EXHIBIT "C"

DESCRIPTION OF THE PREMISES

The Premises is described as follows:

Non-exclusive use of a portion of the Property commonly known as Tamalpais Valley Elementary School, located at 350 Bell Ln, Mill Valley, CA 94941, said portion being 7,472 square feet, which includes one portable classroom building (Room #28 and Room #29 below), two restrooms (closets to Room #3), and an outdoor play area (the Playground adjacent to Room #28 and Room #29), as depicted below.

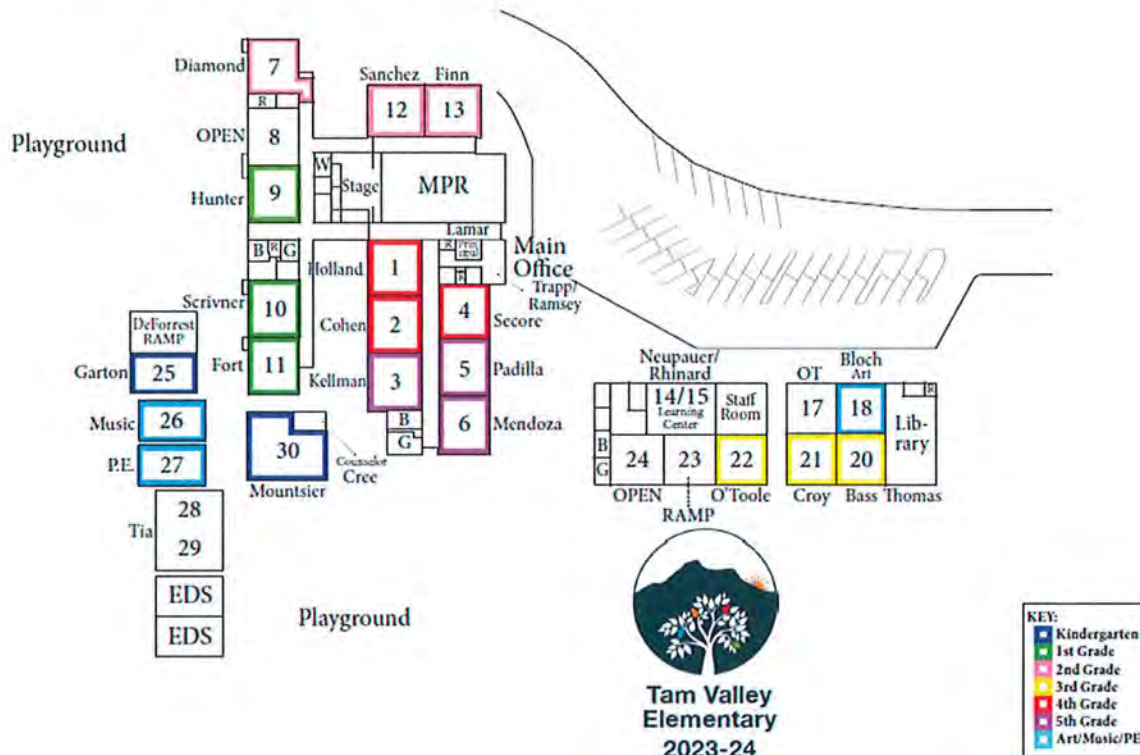


EXHIBIT "D"
CRIMINAL BACKGROUND INVESTIGATION/FINGERPRINTING CERTIFICATION

In accordance with the Department of Justice fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq.

I, the undersigned, certify to the Board of Trustees of the Mill Valley School District ("District") that I am familiar with the facts herein certified, I am a representative of Tamalpais Community Services District ("Tenant"), and I am duly authorized and qualified to execute this certificate on behalf of Tenant. I certify that Tenant has taken the following action with respect to the Joint-Use Agreement ("Agreement") at Tamalpais Valley Elementary School:

One of the boxes below must be checked with regard to Tenant and Tenant's personnel (officers, principals, paid or unpaid employees, staff, agents, representatives, volunteers, consultants, contractors, vendors, subconsultants, and subcontractors of Tenant who will enter the Premises and/or Property) ("Tenant's Personnel") and the arrangements verified by an authorized representative of District.

- ☐ Tenant, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Tenant's Personnel who may have contact with District pupils not under the immediate supervision of a pupil's parent, guardian, or District employee during the Term of the Agreement (including any renewed term), and the California Department of Justice has determined (A) that none of Tenant's Personnel have been convicted of a felony, as that term is defined in Education Code section 45122.1, and/or (B) that the prohibition does not apply to Tenant's Personnel as provided by Education Code section 45125.1(e)(2) or (3). When Tenant performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. **A complete and accurate list of Tenant's Personnel who may come in contact with District pupils during the course and scope of the Agreement is attached hereto. Tenant's Personnel shall not enter the Premises or Property until the DOJ ascertains that that individual has not been convicted of a felony as defined in Government Code section 45122.1.**

Tenant's responsibility for background clearance extends to all of its employees, staff, volunteers, agents, representatives, and officers and all of its vendor's, consultant's, contractor's, subconsultant's, and subcontractor's employees, staff, volunteers, agents, representatives, and officers coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of Tenant.

By signing below, I certify that the information contained on this certification form is accurate. I understand that it is Tenant's sole responsibility to maintain, update, and provide the District with current "Fingerprint and Criminal Background Check Certification" information for all Tenant's Personnel throughout the duration of the Agreement. **A list of Tenant's Personnel is provided on the following page.**

List of Tenant's Personnel

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

If further space is required for the list of personnel, attach additional copies of this page.

By: TAMALPAIS COMMUNITY SERVICES DISTRICT

Date: _____

Signature: _____

Print Name: _____

Title: _____

EXHIBIT "E"
TEMPORARY STORAGE SPACE

District shall provide to Tenant temporary storage space for a period not to exceed ninety (90) days from the Effective Date of the Agreement. Such temporary storage space shall be located in a classroom of the District's choosing at another property owned by District, located at 70 Lomita Drive, Mill Valley, of suitable size and nature to adequately store Tenant's personal property removed from the Premises on a temporary basis, as specified in the Agreement.



TAMALPAIS COMMUNITY SERVICES DISTRICT

Staff Report
Board Meeting
September 10, 2025

TO: BOARD OF DIRECTORS

FROM: ALAN SHEAR, ASSISTANT GENERAL MANAGER

SUBJECT: ADOPT RESOLUTION AUTHORIZING THE GENERAL MANAGER TO ENTER INTO A ONE-YEAR AGREEMENT WITH WEST AMERICA AFTER CARE TO PROVIDE AN AFTER-SCHOOL PROGRAM AT TAM VALLEY ELEMENTARY SCHOOL FOR THE 2025-26 SCHOOL YEAR

RECOMMENDATION

Adopt resolution authorizing the General Manager to enter into a one-year agreement with West America After Care to provide an after-school program at Tam Valley Elementary School for the 2025-26 school year.

BACKGROUND

Tia's After-School program has been offered at Tam Valley Elementary School since the 1990's. The program was housed in a portable classroom building located on the grounds of the Tam Valley Elementary School campus. Tia provided an affordable option (\$5/day) of after school care to elementary school students with the flexibility for students to "drop-in" at the last minute. Generations of Tam Valley residents participated in Tia's program over the years.

Mill Valley School District (MVSD) staff reached out to TCSD towards the end of the 2024-25 school year inquiring about an agreement between MVSD and TCSD for Tia's After-School program. MVSD stated they required a current agreement for Tia to continue to use the portable classroom to provide the after-school program.

DISCUSSION

Earlier this evening, the Board authorized the General Manager to enter into a joint-use agreement with MVSD. The agreement allows TCSD to use the portable classroom on the Tam Valley Elementary School campus for an after-school program. However, TCSD does not have the staffing and/or infrastructure to support such an endeavor that meets the MVSD or state standards. Therefore, the next step after the agreement with MVSD to re-establish an after-school program option for Tam Valley families that involves Tia, is for TCSD to enter into an agreement with a third-party operator to provide such a program.

It is vital to honor and continue the after-school program Tia built over the years for generations of Tam Valley families. Because of this, it was important TCSD search for an aftercare provider who would continue the play-based program, keep Tia with the children, and maintain an affordable program accessible to all families.

West America After Care, operated by Lara Zegart (a former student of Tia's), currently provides a successful after-school program in Mill Valley. They are interested in expanding their programming at Tam Valley Elementary School, while continuing the basic tenets of Tia's program.

West America After Care is not a licensed childcare provider with the Department of Social Services (CDSS). However, the state of California allows for a statutory exemption/waiver if the childcare program is provided as a public recreation program. "Public recreation program" means a program operated by the state, city, county, special district, school district, community college district, chartered city, or chartered city and county. Therefore, TCSD, through the joint-use agreement with MVSD, is the official provider of the after-school program. West America After Care contracts with TCSD as the third-party operator delivering those services. In addition, West America will be required to provide the same level of insurance as required by TCSD in the joint use agreement.

The attached draft agreement with West America After Care includes a scope of services that require them to provide an after-school program stipulated in the joint use agreement between TCSD and MVSD. Therefore, West America After Care shall provide an after-school program that must meet all MVSD and state standards for after-care programs.

Those requirements include:

- Market rate rent for the space (MVSD originally proposed \$8,100 but agreed to lower it to \$1,000 during the first year or "transition" year)
- School age child to adult caregiver ratio of 14:1 (thereby limiting "drop-ins")
- Weekly maximum operating program hours: twenty for grades 1 – 5; Twelve for TK
- Emergency card information on file and accessible by the district
- Staff CPR & First Aid trained
- Staff vaccinations on record
- Enrollment and weekly attendance records digitally filed and accessible

To facilitate West America providing an after-school program at Tam Valley Elementary School, they will need to establish an online registration and payment system. An online system will allow the new program to be compliant with the joint use agreement and require less staff time to administer. The system is also needed to ensure compliance with the student-adult caregiver ratio of 14:1, while also allowing for a few "drop-in" students. TCSD will assist in the administration and set-up of the online system during the first year of the program. TCSD will provide support to West America for the online system as in-kind services and will not collect any administrative fees for the aftercare program. Our goal is to get the program up and running while trying to keep administrative costs down.

Next Steps

The attached draft agreement is for one year and will serve as a "transition" year from Tia's previous program to a similar play-based program that still allows Tia to be involved. The goal is

that after the 2025-26 school year, West America After Care, or another operator, will enter into a joint-use agreement with MVSD to provide an aftercare program. TCSD will no longer be involved in any aftercare programming.

FISCAL IMPACT

This agreement has no fiscal impact on TCSD. To facilitate West America taking over the after-school program during the “transition” year, TCSD will not collect any administrative fees and provide in-kind staff support related to the establishment and set-up of the online registration and payment system. West America After Care will be responsible for paying the \$1,000.00 rent to MVSD for the use of their facility.

ATTACHMENTS

- A. Resolution
- B. Draft Agreement
- C. Scope of Services



TAMALPAIS COMMUNITY SERVICES DISTRICT

305 Bell Lane, Mill Valley, CA 94941 ♦ 415.388.6393 ♦ Fax: 415.388.4168
info@tamcsd.org ♦ www.tamcsd.org

RESOLUTION NO. 2025-13

RESOLUTION OF THE BOARD OF DIRECTORS OF THE TAMALPAIS COMMUNITY SERVICES DISTRICT AUTHORIZING THE GENERAL MANAGER TO ENTER INTO A ONE-YEAR AGREEMENT WITH WEST AMERICA AFTER CARE TO PROVIDE AN AFTER-SCHOOL PROGRAM AT TAM VALLEY ELEMENTARY SCHOOL FOR THE 2025-26 SCHOOL YEAR

WHEREAS, Tia's After-School program has been offered at Tam Valley Elementary School since the 1990's; and

WHEREAS, The program was housed in a portable classroom building located on the grounds of the Tam Valley Elementary School campus; and

WHEREAS, Tia created, maintained, and managed the play-based program on her own and provided an affordable option of after school care to elementary school students with the flexibility for students to "drop-in" at the last minute; and

WHEREAS, Generations of Tam Valley residents participated in Tia's program over the years; and

WHEREAS, The Mill Valley School District (MVSD) is requiring an agreement for TCSD to continue to use the portable classroom at Tam Valley Elementary School to provide the after-school program; and

WHEREAS, The TCSD Board authorized the General Manager to enter into a joint-use agreement with MVSD that allows TCSD to use the portable classroom on the Tam Valley Elementary School campus for an after-school program; and

WHEREAS, TCSD does not have the staffing and/or infrastructure to support such an endeavor that meets the MVSD standards. Therefore, the next step after the agreement with MVSD to re-establish an after-school program option for Tam Valley families that involves Tia, is for TCSD to enter into an agreement with a third-party operator to provide such a program; and

WHEREAS, West America After Care currently provides a successful after-school program in Mill Valley and are interested in expanding their programming at Tam Valley Elementary School, while continuing the basic tenets of Tia's program; and

WHEREAS, West America After Care is not a licensed childcare provider with the Department of Social Services (CDSS). However, the state of California allows for a statutory exemption/waiver if the childcare program is provided as a "public recreation program"; and

WHEREAS, TCSD, through the joint-use agreement with MVSD, is the official provider of the after-school program while West America After Care contracts with TCSD as the third-party operator delivering those services; and

WHEREAS, The attached agreement with West America After Care is for one year and will serve as a "transition" year from Tia's previous program to a similar play-based program that still allows Tia to be involved; and

WHEREAS, The agreement includes a scope of services that requires West America After Care to provide an after-school program stipulated in the joint use agreement between TCSD and MVSD and meets all MVSD and state standards for after-care programs; and

WHEREAS, The goal is that after the 2025-26 school year, West America After Care, or another operator, will enter into a joint-use agreement with MVSD to provide an aftercare program and TCSD will no longer be involved in any aftercare programming.

THEREFORE, BE IT RESOLVED that the Tamalpais Community Services District Board of Directors authorizes the General Manager to do everything necessary and appropriate, including minor revisions to the agreement attached as Exhibit A and incorporated herein by reference, to enter into a one-year agreement with West America After Care to provide an after-school program at Tam Valley Elementary School for the 2025-26 school year.

The foregoing resolution was duly passed and adopted by the Board of Directors of the Tamalpais Community Service District at a duly noticed meeting held in said District on the 10th day of September 2025 by the following vote:

AYES:

NAYS:

ABSENT:

Steffen Bartschat, President

ATTEST:

Secretary, Tamalpais Community Services District

Attachment B

TAMALPAIS COMMUNITY SERVICES DISTRICT AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is entered into as of _____, between the Tamalpais Community Services District ("TCSD") and West America After Care ("Consultant").

1. Scope of Services; Compensation. The Scope of Services to be provided under this Agreement and the compensation to be paid Consultant are attached as Exhibit A. The compensation amount may not exceed \$0.00.

2. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is approved by the TCSD, and no later than June 30, 2026.

3. ~~Method of Payment. Consultant shall submit monthly billings to TCSD describing the work performed during the preceding month. TCSD shall pay Consultant no later than 30 days after approval of the monthly invoice by TCSD staff. When payments equal 90% of the maximum fee, no further payments shall be made until the final work under this Agreement has been accepted by TCSD.~~

4. Independent Contractor; Absence of Conflicts. It is understood that Consultant is acting as an independent contractor and not as an agent or employee of the TCSD. Consultant shall obtain no rights to retirement or other employee benefits.

Consultant (including principals, associates and other professionals) represents that it does not now have, nor will it acquire during the term of the Agreement, any investment or interest in real property, any source of income or other investment which would be affected by Consultant's performance. No person having any such interest shall perform services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant: (a) will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the TCSD or of any TCSD official, other than normal agreement monitoring; and (b) possesses no authority with respect to any TCSD decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)

5. Indemnity; Insurance. Consultant agrees to defend, indemnify and hold harmless the TCSD, its officers, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including related costs and expenses), arising out of the performance of this Agreement, except for any such claim arising out of the sole negligence or willful misconduct of the TCSD, its officers, agents, employees or volunteers.

Consultant, at its own cost, shall maintain insurance as required and set forth on the attached Home Harmless and Insurance Requirements.

6. Miscellaneous provisions.

a. Ownership of Documents. All plans, studies, documents and other writings prepared by Consultant under this Agreement, except working notes and internal documents, shall become the property of the TCSD upon payment to Consultant for the work, and the TCSD shall have the sole right to use the materials without further compensation to Consultant. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to TCSD upon written request. Consultant shall maintain documents and records related to this Agreement for a period of three years and shall make them available at TCSD's request.

b. Compliance with Laws; Licenses. Consultant shall use the standard of care in its profession and shall comply with all applicable laws. Consultant warrants that it has all licenses,

permits, qualifications, insurance and approvals which are legally required of Consultant to practice its profession.

c. Entire Agreement; Amendments. This Agreement and the attachments constitute the entire Agreement between the TCSD and Consultant. It may be amended only in writing, signed by both parties.

d. Litigation. This Agreement is governed by California law, and any action brought under this Agreement shall be held exclusively in a state court in Marin County. If either party begins an action arising out of this Agreement, the prevailing party is entitled to its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

7. Termination. This Agreement may be terminated immediately for cause or by either party without cause upon 15 days' written notice of termination. Upon termination, Consultant is entitled to compensation for services performed to the date of termination.

TCSD

CONSULTANT

GENERAL MANAGER

Title: _____

Attachments: A. Scope of Services, Hold Harmless and Insurance Requirements, and Joint-Use Agreement Between Mill Valley School District and TCSD.

Exhibit “A” – Scope of Services

PART I

1. West America After Care (“Consultant”), shall provide an after-school public recreation program for school-age children, grades TK-5 at Tamalpais Valley Elementary School located at 350 Bell Lane, Mill Valley, CA 94941.
2. The after-school program provided by the Consultant shall meet and maintain all the regulatory requirements and comply with the terms of the attached Joint-Use Agreement between the Mill Valley School District and the Tamalpais Community Services District (“TCSD”).
3. The term of this agreement shall remain in effect until June 30, 2026, at 11:59 p.m.
4. As part of Consultant meeting the terms of the attached agreement, Consultant shall provide updated information to TCSD monthly throughout this agreement. The information shall include, and may change throughout the term of this agreement:
 - a. Consultant’s current and updated staffing information, including compliance with all statutory requirements such as fingerprinting, criminal background checks, vaccinations, and TB risk assessments
 - b. First aid and CPR certification of Consultant’s employees
 - c. Compliance with mandatory adult to student ratio, as statutorily required
 - d. Compliance with weekly limitation on program hours, as statutorily required
 - e. Security and emergency preparedness information for the building site of the program
 - f. Emergency Information Card data requested for all program participants as required in the attached Joint-Use Agreement
5. TCSD agrees to, with discussions from Consultant, set up, establish, and facilitate an online registration and payment system for the after-school program. TCSD will provide this support as an in-kind service and will not receive compensation. The role of TCSD is to establish and provide support for the online registration system. TCSD shall not be responsible for accepting and/or processing payments from program participants
6. TCSD shall not receive any compensation from Consultant for the after-school program.
7. Consultant agrees to pay the rent of \$1,000 for use of the school premises for the FY25-26 school year, as stipulated in the Joint-Use Agreement.

PART II

1. Hold Harmless/Indemnification. To the fullest extent permitted by California law, Consultant shall indemnify and hold harmless TCSD, its Board and members of the Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "TCSD Indemnified Parties") from any and all losses, liabilities, claims, suits, damages, expenses, costs, recourses, penalties, fines, liabilities, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of this Agreement, Consultant's use of or presence in, on, or about the Premises or Property, or from any activity, work, or thing done, permitted, or suffered by Consultant, its employees, volunteers, participants, partners, officers, students, clients, members, agents, contractors, customers, guests, attendees, invitees, staff, representatives, servants, Consultants, concessionaires, invitees, or visitors in conjunction with the performance of this Agreement, including, but not limited to, personal or bodily injuries, illnesses, infectious diseases, or bacterial or viral infections, death, property damage, theft, or loss, or any non-compliance with any federal, state, or local laws, orders, regulations, or health and safety guidelines (including, without limitation, COVID-19 protocols and/or guidelines) unless caused wholly by the sole negligence or willful misconduct of the TCSD Indemnified Parties.
2. Insurance.
 - A. Commercial General Liability Insurance. Consultant shall, during the Term of this Agreement, maintain in force, a combined, single-limit liability commercial general insurance policy with a \$2 million per occurrence and \$4 million aggregate limit of liability for bodily injury and property damage, including products and completed operations, and personal and advertising injury. The TCSD, its Board, officers, officials, employees, agents and volunteers shall be named as additional insureds at Consultant's expense under such policy. Such policy shall provide for a thirty (30) day written notice to TCSD of any cancellation or reduction of coverage. Consultant agrees to provide TCSD an original certificate of insurance evidencing this coverage in a form satisfactory to TCSD upon execution of this Agreement, upon each policy renewal, and upon request of TCSD during the Term of this Agreement.
 - B. Automobile Insurance. Consultant shall, during the Term of this Agreement, maintain in force a comprehensive auto liability policy naming TCSD, its Board, employees, and agents, at Consultant's expense, as additional insured under such policy. The policy shall provide for a thirty (30) day written notice to TCSD of any cancellation or reduction of coverage. Consultant agrees to provide TCSD an original certificate of insurance evidencing this coverage, including all required amendatory endorsements and a copy of the Declarations and Endorsement Page of the CGL

policy listing all policy endorsements, in a form satisfactory to TCSD upon execution of this Agreement, upon each policy renewal, and upon request of TCSD during the Term of this Agreement.

C. Workers' Compensation and Employer's Liability Insurance. During the Term of this Agreement, Consultant shall comply with all provisions of law applicable to Consultant with respect to obtaining and maintaining workers' compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1 million per accident for bodily injury, illness, or disease. Prior to commencement and any renewal of this Agreement and Consultant's occupancy of the Premises, Consultant shall provide TCSD, as evidence of this required coverage, a certificate in a form satisfactory to TCSD on or before the commencement or renewal date, providing that insurance coverage shall not be cancelled or reduced without thirty (30) days prior written notice to TCSD.

D. Sexual Molestation and Abuse Insurance. Consultant shall, during the Term of this Agreement, maintain in force sexual molestation and abuse coverage with a \$2 million per occurrence, \$4 million aggregate limit of liability. TCSD, its Board, officers, officials, employees, agents and volunteers shall be named as additional insureds at Consultant's expense under such policy. Such policy shall provide for a thirty (30) day written notice to TCSD of any cancellation or reduction of coverage. Consultant agrees to provide TCSD an original certificate of insurance evidencing this coverage in a form satisfactory to TCSD upon execution of this Agreement, upon each policy renewal, and upon request of TCSD during the Term of this Agreement.

E. Property Insurance. Consultant acknowledges and understands that the insurance to be maintained by TCSD on the Premises will not insure any of Consultant's Equipment, property, improvements, or betterments made by Consultant. Accordingly, Consultant shall, at its own expense, maintain in full force and effect an insurance policy on all of its fixtures, equipment, improvements and betterments made by Consultant, and personal property in, about, or on the Premises and Property. Said policy is to be for "All Risk" coverage insurance, at full replacement cost with no coinsurance penalty provision.

F. Other. If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, TCSD requires and shall be entitled to the broader coverage and/or the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to TCSD. Each insurance policy required by this Agreement shall: (i) be placed with insurers authorized to conduct business in the State of California with a current A.M. Best's rating of no less than A: VII; (ii) not be cancelled, limited in scope of coverage or non-renewed until after thirty (30) days written notice has been given to TCSD; and (iii) contain a clause waiving all rights of subrogation against TCSD, its Board, members of the Board, and elective or appointive officers or employees, when acting within the scope of their employment or appointment. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation,

but this provision applies regardless of whether or not TCSD has received a waiver of subrogation endorsement from the insurer. The Parties agree that any insurance maintained by TCSD will apply in excess of, and not contribute with, insurance provided by the policies required by this Agreement. With respect to self-insured retentions, self-insured retentions must be declared to and approved by TCSD. At the option TCSD, either: (i) the Consultant shall obtain coverage to reduce or eliminate such self-insured retentions as respects the TCSD, its Board, its officers, officials, employees, agents and volunteers; or (ii) Consultant shall provide a financial guarantee satisfactory to TCSD guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or TCSD. TCSD reserves the right to modify the requirements of this Section at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. Any deductibles or self-insured retentions must be declared to and approved by TCSD. At TCSD's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

G. No policy required herein shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).



TAMALPAIS COMMUNITY SERVICES DISTRICT

Staff Report
Board Special Meeting
September 10, 2025

TO: BOARD OF DIRECTORS

FROM: GARRETT TOY, GENERAL MANAGER

SUBJECT: APPROVE CONTRACT WITH NUTE ENGINEERING TO PROVIDE DESIGN AND ENGINEERING SERVICES FOR PHASE F SEWER LINE REPLACEMENT PROJECT (VARIOUS STREETS AROUND PINE HILL NORTHEAST OF SHORELINE HWY) IN AN AMOUNT NOT TO EXCEED \$119,000.

RECOMMENDATION

Authorize the General Manager to enter into a contract with Nute Engineering for design and engineering services in an amount not-to-exceed \$119,000 for the Phase F sewer replacement/rehabilitation project.

DISCUSSION

As part of the annual Capital Improvement Program (CIP), TCSD allocates funding for replacement/rehabilitation of sewer main lines (referred to as Phases) in the District. The primary focus for rehabilitation is to upgrade the most difficult to access and high maintenance pipes in the District, and pipes that have been observed with high inflow and infiltration (I&I). Since 2019, the District has replaced approximately 34,000 linear feet or 6 miles of sewer main line, which represents over 20% of the estimated 29.5 miles of sewer main line within the District.

Phase A was completed in 2021. We are now planning for Phase F. Phase F will include streets around Pine Hill, Northeast of Shoreline Hwy. Specifically, the general location of the pipes include sections Pine Hill, Tennessee Ave, Morning Sun Ave., Lowell Ave, Greene Ave, Dolan Ave, and Shoreline Highway. Phase F replaces approximately 3,300 linear ft. of pipeline and will inspect an estimated 55 private laterals.

Attached is a proposal from Nute Engineering (District Engineer) to prepare the plans and specifications (\$74,000) as well as provide engineering services during construction (\$45,000) for Phase F. The total not-to-exceed amount is \$119,000.

The proposal has also two maps showing the approximate location of the pipes to be replaced. The scope of work is relatively the same as for Phase E. Nute Engineering will develop plans and specifications for the construction and rehabilitation of the sewers using slip-lining, pipe bursting or open cut (CIPP only if other method are not suitable). However, the scope of work includes a new County DPW requirement to certify, locate, and replace, if needed, survey monuments (i.e., permanent physical survey markers in the right of way) in the work area.

The bid scope of work will also include a new requirement for the contractor to conduct a CCTV warranty inspection 11 months after project completion. This will verify the work was satisfactorily completed and allow TCSD an opportunity to request repairs during the warranty period.

FISCAL IMPACT

The engineer's construction estimate is approximately \$993,500 with a 10% project contingency of \$99,000 . Design and engineering services is approximately \$119,000 with a total estimated project cost of \$1,211,500. The FY25-26 CIP budgeted \$1,300,000 for total Phase F project costs.

ATTACHMENT

Nute Engineering proposal



Civil and Sanitary Consultants

August 29, 2025

Mr. Garrett Toy
Tamalpais Community Services District
305 Bell Lane
Mill Valley, CA 94941

Re: TCSD Sewer Improvement Project - Phase F: Proposal for Preparing Plans and Specifications, Bid Support, and Engineering Services During Construction

Dear Garrett:

We are pleased to submit the following proposal for the Sewer Improvement Project - Phase F.

Background

The Tamalpais Community Services District operates a sewer collection and pumping system serving approximately 2,500 connections and about 7,500-8,000 people. The majority of the collection system was installed between ~1945 and ~1960, making the average age of the pipes are about 75 years old.

Recent TCSD CIP Phases have continued to receive very competitive bid prices, below expectations, and we expect this trend to continue for another construction cycle, although we do expect prices to rise compared to last year. TCSD has adjusted rates to continue as with a pay-as-you-go Capital Improvement Plan (CIP) to maintain, repair and replace the sewer collection system with the goal of the District to reduce Inflow and Infiltration (I&I), and reduce cleaning effort, backups and sewer overflows, continuing annually into the foreseeable future.

In the last several years the public bids for the Sewer Improvement Projects (SIP) have continued to be at or below cost projections for pipelining and bursting rehabilitation. This has allowed the District to further advance the repair goals and additional spot repairs ahead of schedule. The discussions with staff, pipe availability and potential regulatory relief by the EPA has now offered an avenue for bursting ACP which will further reduce costs and complication and allow for improved pipe capacity.

Phase F Goals

Phase F will include streets around Pine Hill, Northeast of Shoreline Hwy are the primary focus for rehabilitation footage by continuing to upgrade the most difficult to access and high maintenance pipes in the District, and pipes with high inflow and infiltration observed. Attachment C contains two maps showing the general location of the pipes which includes sections Pine Hill, Tennessee Ave, Morning Sun Ave., Lowell Ave. Greene Ave, Dolan Ave, and Shoreline Highway. Phase F replaces approximately 3,300 linear ft. of pipeline. The bid scope of work will also include a new requirement for the contractor to conduct a CCTV warranty inspection 11 months after project completion.

BASIC SERVICES TO BE PERFORMED BY THE ENGINEER

The following is the scope of services we propose to provide on the Sewer Improvement Project - *Phase F*:

Schedule A Services - Design and Preparation of Plans and Specifications

1. Develop Plans and Specifications for the construction and rehabilitation of the sewers using slip-lining, Pipe Bursting or open cut (CIPP only if other method are not suitable) in various streets and easement north of Shoreline Highway.

In particular, pipes in the vicinity of Tennessee Ave, S Morning Sun, and Lowell to Pine Hill, also Green Hill and Dolan to Shoreline totaling approximately 3300 feet. This will improve as many as 55 lateral connections and encourage lateral repairs.

An Alternate Bid amount will be an open cut and disposal price for removal of ACP pipe, and the bid item is on a per-foot unit costs, but may require additional paving expense, to be paid under the Base Bid units. This bid price standardization method has proven to allow the District to maximize repairs while staying within the budgets planned.

2. Consult with Willis Land Surveying, for site topographic surveys where required and visible utility identification and contacting utility companies.
3. Prepare construction plans and details, technical specifications, contract for public bid, utility notification and County of Marin initial monument identification for the Encroachment Permit application submittal, including the 'A' submittal if required by the County of Marin for pre-job work. Inquire about paving conditions.
4. Review and certify according to County DPW needs, acknowledgement of Monuments in the work area.
5. Prepare estimate of the project construction cost based on the final construction plan with specifications.

6. Assist the District with advertising, document distribution, bid opening and bid review, in accordance with the State of California DIR requirements.
7. Provide assistance during the bidding including responding to contractors' questions, attendance at a pre-bid meeting and issuing addenda as necessary.

Schedule B Services - Design and Preparation of Plans and Specifications

1. Attend preconstruction meeting.
2. Review the contractor's submittals and working drawings as necessary.
3. Attend weekly meetings and provide weekly site construction consultations, interpretation of plans and on-call support for the District staff inspectors, as necessary.
4. Assist Staff with lateral reviews.
5. Evaluate proposals for modifications to the contract work and prepare change orders to the contract for the District's approval.
6. Locate, Survey, and re-stamp if required and certify according to County DPW needs, protection and replacement if needed of Monuments in the work area by Licensed Land Surveyor on an as needed basis.
7. Prepare a set of record drawings for the project.

SERVICES NOT INCLUDED IN THIS PROPOSAL

It is understood that the following services and exclusions and provisions listed in Attachment A define the limits of scope and the following are outside the scope of this proposal and will be provided by others:

1. Geotechnical engineering services for soil compaction and paving restoration (a soil boring and additional geotechnical work is not recommended for this project because reconstruction methods will be non-invasive). Consider using Miller Pacific Engineering Group, Novato CA, or John Colwell Soils Tech. or other geochemical engineer or technician accepted by the County of Marin Encroachment Permit requirements.
2. Potholing or location of underground utilities.
3. Customer notification of District Lateral Ordinances (unless by change order to this contract).
4. Investigations of potential hazardous wastes in the soil or groundwater.
5. Necessary permit applications and application fees including an encroachment permit.
6. Legal services in connection with the project.

7. Acquisition of rights of ways, rights of entries or permits.
8. Printing costs of plans and specifications for bidding purposes and for the Contractor's use.
9. Additional survey for special design or home-owner improvements or initiating communication with home-owners regarding District Lateral Ordinance.

PROJECT COST ESTIMATE

The Construction Project Estimate for budget projections, CIP Phase F is as follows:

Base Bid 3,295 Feet Pipe Burst or Lining x \$300/ft	\$ 988,500
Alternate Bid 1 ft open cut x \$475 (ft substitute above per foot price as needed)	\$ 5,000
Design, Bidding, Monument Certification	\$ 74,000
Engineering Services During Const. Two Mons Punch	\$ 45,000
<u>10% Contingency</u>	<u>\$ 99,000</u>
Total Project Cost Projection	\$ 1,211,500

ENGINEERING FEE

We propose to do all the work for Sewer Improvement Project-Phase C on a time and materials basis to be billed according to the Schedule of Hourly Rates attached hereto as Attachment A. The estimated labor hours and costs for the work by task and job classification are shown in Attachment B. The following are the not-to-exceed budgets for the engineering fees for the various schedules outlined above:

Schedule A – Design, Bid Est, Bidding, Survey Cert\$ 74,000

Schedule B – ESDC \$ 45,000

Total for Schedules A and B **\$ 119,000**

Very truly yours,

NUTE ENGINEERING

By: 
Pippin Cavagnaro, P.E.

Attachment A - Schedule of Hourly Rates
Attachment B - Project Estimating Sheet
Attachment C- 2 maps of general pipe locations



ATTACHMENT A

2025 HOURLY RATE SCHEDULE

OFFICE PERSONNEL	HOURLY RATE
Principal Engineer	\$287
Senior Engineer	\$235
Engineer III	\$221
Engineer II	\$208
Engineer I	\$183
Field Representative*	\$202
Assistant Engineer II	\$144
Assistant Engineer I	\$133
Engineering Technician II	\$191
Engineering Technician I	\$169
1-Person Survey Crew w/Robotic Total Station	\$270
Office Surveyor	\$222
CAD Drafter II	\$176
CAD Drafter I	\$153
Technical Administrative Support	\$132
Clerical	\$112
LITIGATION SERVICES	
Court Appearance/Deposition	\$403

*Field Representative for construction is a Prevailing Wage category as required by the California Department of Industrial Relations.

REIMBURSABLE EXPENSES

Sub-consultants will be charged at 1.10 times cost. Charges for reproductions, blueprinting, outside computer services, rental of special equipment, delivery, express mail, insurance certificates (where client requires to be listed as an additional insured) and meals and lodging will be charged at 1.10 times cost. Mileage and technology charges are included in the hourly rates. Nute Engineering reserves the right to adjust its hourly rate structure for all ongoing contracts.

EFFECTIVE DATE: January 1, 2025

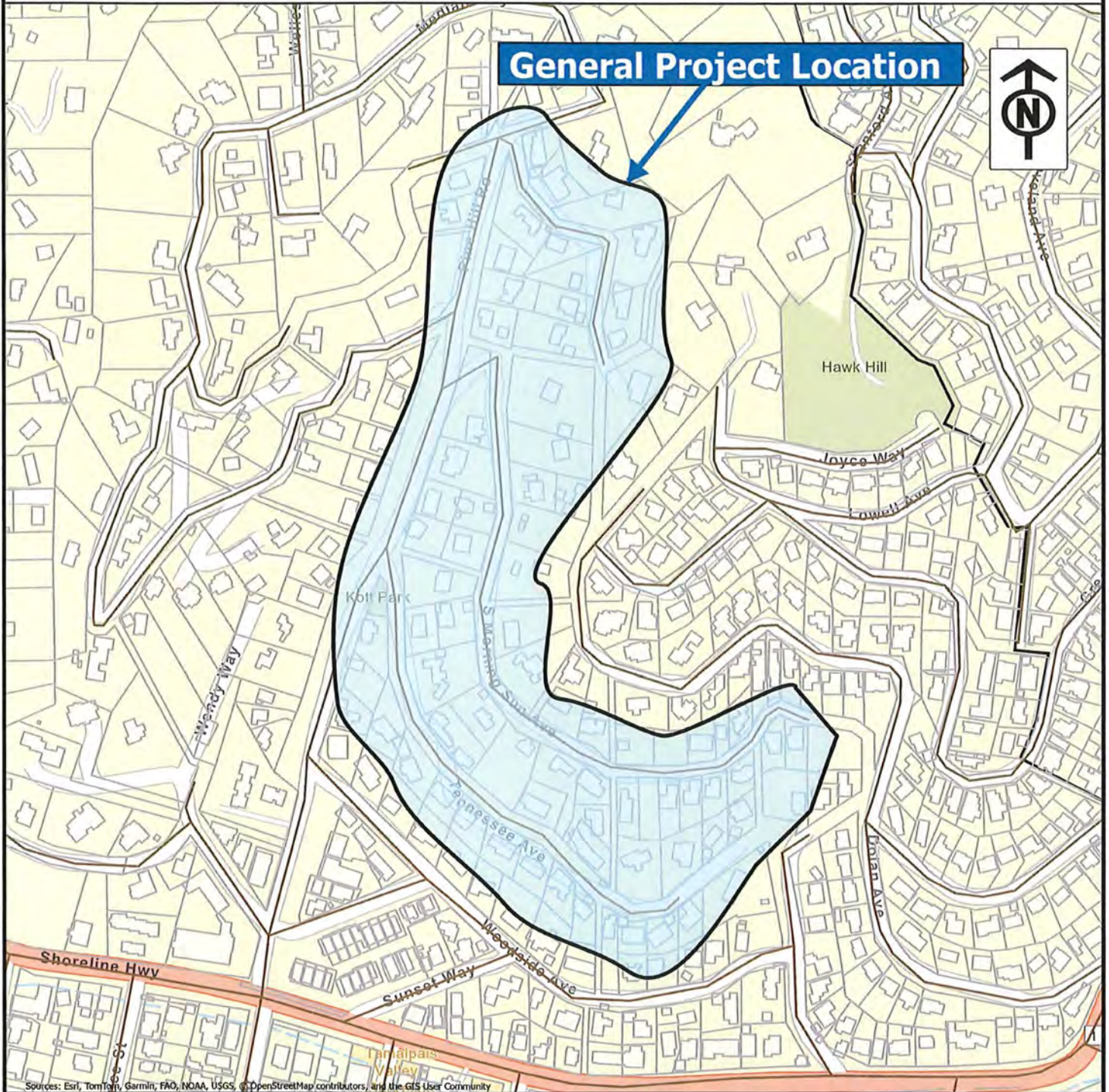
ATTACHMENT B
TAMALPAIS COMMUNITY SERVICES DISTRICT
SEWER IMPROVEMENT PROJECT - Phase F
PROPOSAL FOR DESIGN SERVICES AND ENGINEERING SERVICES DURING CONSTRUCTION
PROJECT ESTIMATING SHEET *

	Senior Engineer	Engineer III	Eng Tech II	CAD Drafter II	Survey Crew	Tech Admin Support	Direct Cost	Direct Cost Markup	TOTAL
Description	Rate \$/Hr	\$235	\$221	\$208	\$176	\$270	\$132		
Schedule A Services – Design and Prepare Plans and Specifications									
1. Develop Project area and Design	1	16	6	8	16	8			
2. Utility Research	1	16	16	24		24			
3. Prepare plans, details,specs for sewer improvements, Utility and County EP-A		16	24	10	16	32			
4. Prepare Construction Cost Estimate		12	8	8		8			
5. Review and Certify Monument locations	1				24				
6. Assist District with Bid Support, DIR Guidance		8	6	8		10			
7. Provide assistance during bidding - issue addenda, Open and Review Bids	1	16	6	16		16			
Hours	4	84	66	72	56	98			
Cost	\$940	\$18,564	\$13,728	\$12,672	\$15,120	\$12,936			\$73,960
Schedule B Services – Engineering Services During Construction									
1. Attend preconstruction meeting		2	4		2	4			
2. Review Contractor's submittals and working drawings as necessary	1	8	8		2	16			
3. Provide as needed construction field engineering consultations with District, as necessary	1	16	2	8	4	16	\$7,500	750	
4. Assist Staff with lateral reviews		8	8			4			
5. Evaluate proposals for modifications to contract work, prepare change orders for District approval	1	8	8			2			
6. Survey, Locate, Stamp monuments if need replacement					20				
7. Prepare a set of record drawings for project	1	8	8	4	4	4			
Hours	4	50	38	12	32	46			
Cost	\$940	\$11,050	\$7,904	\$2,112	\$8,640	\$6,072	\$7,500	\$750	\$44,968
									\$118,928

* Rates subject to annual increases, project to proceed on a time and materials basis.

AREA: Lowell Ave, Morning Sun Ave, Pinehill Ave, Tennessee Ave

General Project Location



NUTE

907 Mission Avenue
San Rafael, California
TEL: 415-453-4480

**Utility
Map 1**

Tamalpais Community Services District Sewer Improvement Project - Phase F

Drawn by: BD

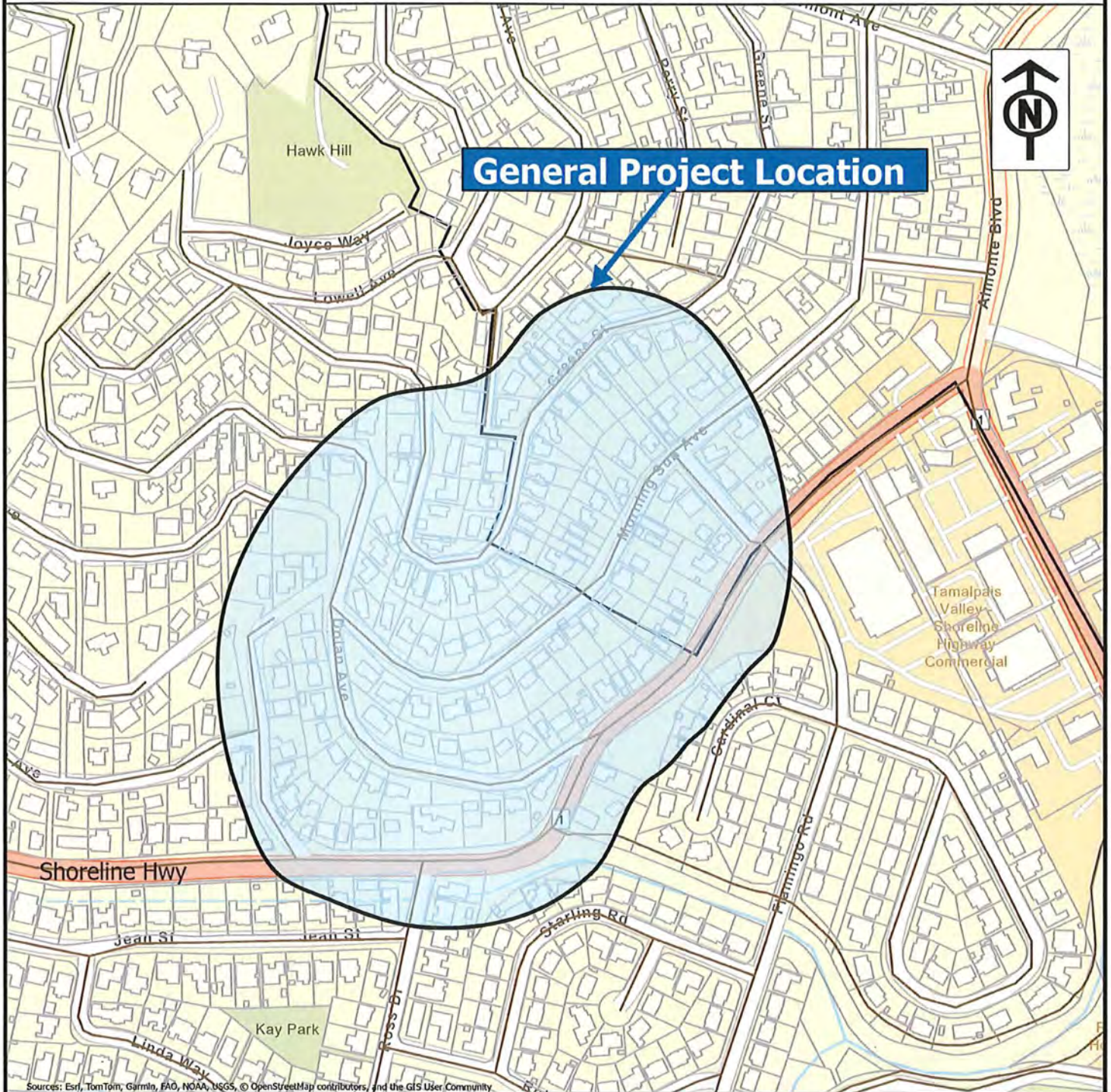
Job No. : 9230

SCALE: 80 40 0 80 Feet

Checked by: PC

Date: 7/30/2025

AREA: Dolan Ave, Greene Ave, Morning Sun Ave, Shoreline Hwy



NUTE

907 Mission Avenue
San Rafael, California
TEL: 415-453-4480

**Utility
Map 2**

Tamalpais Community Services District Sewer Improvement Project - Phase F

Drawn by: BD

Job No. : 9230

SCALE: 80 40 0 80 Feet

Checked by: PC

Date: 7/30/2025



TAMALPAIS COMMUNITY SERVICES DISTRICT

Staff Report
Board Meeting
SEPTEMBER 10, 2025

TO: BOARD OF DIRECTORS

FROM: GARRETT TOY, GENERAL MANAGER

SUBJECT: AUTHORIZE GENERAL MANAGER TO SIGN ALL REAL ESTATE DOCUMENTS REQUIRED FOR THE SETTLEMENT AGREEMENT BETWEEN KENYON AND GREENE

RECOMMENDATION

Authorize General Manager to sign all real estate documents, as requested by TCSD legal counsel, as part of the settlement between Kenyon and Greene.

DISCUSSION

Since 2018, TCSD has been a party to a lawsuit between Kenyon and Greene (Parties) regarding a property dispute (approx. location- 1011 and 1013 Trillium Lane). While the court determined that TCSD has no financial liability in the dispute, TCSD had to remain in the suit because we own property located between the Parties. The Parties have reached a settlement which requires TCSD to execute a variety of real estate documents such as easements, grant deeds, and/or certificates of acceptance. It should be noted that these real estate transactions will not affect the ability of TCSD to access the property if needed for sewer maintenance. The recommended action will clarify that staff has the authority to sign all the required real estate documents as reviewed and approved by TCSD legal counsel.

FISCAL IMPACT

n/a

**TAMALPAIS COMMUNITY SERVICES DISTRICT**

Staff Report
Board Special Meeting
September 10, 2025

TO: BOARD OF DIRECTORS

FROM: GARRETT TOY, GENERAL MANAGER

SUBJECT: GENERAL MANAGER'S REPORT FOR AUGUST 2025 INCLUDING OKTOBERFEST PLANNING

RECOMMENDATION

Receive and discuss the August 2025 General Manager's report.

DISCUSSION**Wastewater Statistics and Work**

- June flow through Bell Lane Pump Station: 9,237,600 gallons
- June flow through Bob Bunce Pump Station: 126,826 gallons
- Rain: 0 total inches
- Sewer Spill(s): 0
- Lateral Inspections YTD: 130 includes multi-inspections of properties and 49 inspections conducted as part of CIP Phase E.

Solid Waste Statistics and Work

- TCSD's climate fellow intern completed the delivery of compost pails to apartment complexes. The firm contracted to deliver the pails to residential customers indicated it is much more time consuming than they anticipated. They anticipate resuming deliveries in mid-September. Over 40 compost pails have been returned by residents who stated they have their own system in place. We very much appreciate those residents who took the time to return pails to TCSD. Unfortunately, the drivers have noticed pails in the residential trash carts.

CALLS FOR SOLID WASTE SERVICE- 2025

TYPE OF SERVICE	Month							
	Jan	Feb	March	April	May	June	July	Aug
Missed pick-up	16	23	45	32	29	21	23	34
New Service request	7	6	10	7	6	9	12	9
Replacement carts	11	16	9	9	7	9	14	17
Dumpsters	7	3	2	18	5	3	5	4
Extra trash pick-up	20	14	11	13	11	16	24	9
Late put out	10	5	2	1	1	3	1	4
Other	1	1	2	3	1	-	1	-
Total	72	68	81	83	60	61	80	77

YTD Total

582

Avg/mo.

73

- R3 Consulting continues to work on the route review study including an analysis of the impact of a later start time. We had to create GIS maps of current routes which has taken a significant amount of time to create.

Parks & Recreation

- August 7 and 28th PARC meetings
- August 8th and 22nd Creekside Unplugged at the Cabin- these events continued to be well-received with over 100 attendees at each event.
- At the meeting, we will provide an update on the planning for Oktoberfest (September 20th).

Administration

- The Marin County Deputy Zoning Administrator's (DZA) public hearing for TCSD's use permit applications for 203 Marin Ave (Community Center) and 305 Bell Lane (office/corporation yard) was held June 16, 2025. The DZA approved the use permits as recommended by County staff. However, the use permit approval for 305 Bell Lane to allow Debris Days and Household Hazardous Waste Day (HHWD) was appealed by the Mr. Gervais (303 Bell Lane) to the Marin County Planning Commission. The use permit for 203 Marin Ave was not appealed, which means TCSD can now hold certain events with amplified music at the Community Center.

On August 4th, the Planning Commission (PC) discussed and denied the appeal for the use permit for 305 Bell Lane. Mr. Gervais has appealed the PC decision to the Board of Supervisors (BOS). The tentative date for the BOS hearing is November 4th. Unfortunately, as a result of the appeal, TCSD will be unable to hold a Debris/Shred Day this year.

- PG&E and the County of Marin are continuing to evaluate locational options for the replacement transmission tower. At the last meeting with County staff and PGE, PG&E agreed to provide more specifications for its transmission pole so the County's pump station consulting engineer can evaluate the additional costs and any project constraints for installing the transmission pole at the Marin Ave pump station. When the analysis is complete, PG&E and the County will provide an update at a Board meeting. Supervisor Moulton-Peters continues to work closely with TCSD, Marin County and PG&E staffs to facilitate the discussions.
- Report Schedule
 - Specific Event revenue and expense reports approximately one month after the conclusion of the event(s).
 - We will provide an annual update to the wastewater metrics report at the August of September work sessions.

I attended the SMCSD Board of Directors Meeting on Sept. 2, 2025 at noon.

Board:

1. Discussed the August 22 transfer and sale of the City of Sausalito sewer system to SMCSD. Preliminary investigation shows that the Sausalito system, most notably the pipes, are in poor condition. Four overflows this year alone.

Note that GM Klingston and District Engineer Kevin Rahman will attend our Oct. 8 Board Meeting to discuss the transfer and other issues that may be of concern to us.

2. Adopted resolution to honor Director Bill Ring for his 15 years of service to the District.

3. Selected Don Beers for VP for remainder of 2025.

GM Report:

1. No high flows, overflows or blending events in August.

2. District began planned cleaning of Marin City sewer lines.

3. All flow meters have been recalibrated

4. Projects:

. TCSD Flow meter: all construction completed; awaiting install of the meter.

. Plant Electrical Upgrade: virtually complete.

Steve Levine

9/2/25



TAMALPAIS COMMUNITY SERVICES DISTRICT

Staff Report
September 10, 2025

TO: BOARD OF DIRECTORS

FROM: SARAH MEHTAR, FINANCE AND PROGRAMS MANAGER

SUBJECT: RECEIVE MONTHLY FINANCIAL REPORTS

RECOMMENDATION

Receive and file the August 2025 financial reports.

BACKGROUND

In the fall of 2021, the TCSD Financial Reporting Ad Hoc Committee provided additional recommendations regarding reports and the schedule to reflect industry standards and provide improved transparency into TCSDs finances. TCSD staff continues to provide all required financial reporting.

Schedule of Reports

Disbursements (checks & credit card register)	Monthly
Budget year-to-date report	Monthly
CIP project expenditure report	Quarterly
Measure A expenditure report	Quarterly
Treasurer's report	Quarterly
Audited financial statements	January
Proposed and adopted budgets	May and June
Multi-year financial plans	As needed
Mid-year budget report	Feb

Please note that Fiscal Year Quarters are as follows:

1 st Quarter (July-Sept)	Report in November
2 nd Quarter (Oct-Dec)	Report in February
3 rd Quarter (Jan-Mar)	Report included as part of Proposed Budget
4 th Quarter (Apr-June)	Report in August/September

The staff quarterly reports lag the actual quarters because the Board meets the Second Wednesday of each month. As a result, often the data cannot be compiled and analyzed by the Board meeting after the quarter ends.

DISCUSSION

TCSD budgets are divided into the District's three main service areas: a) Wastewater, b) Solid Waste, and c) Parks and Recreation. Wastewater and Solid Waste are proprietary funds based on service fees, whereas the Parks and Recreation fund is a governmental fund supported primarily by ad valorem property tax revenues and Measure A parks funds generated by sales tax revenues. Expenses for each of the three funds are tracked separately.

As of August 31, 2025, TCSD had the following cash and investment balances:

Institution	Account	31-Jul-25	31-Aug-25
Wells Fargo	General Checking	\$ 230,111.69	\$ 201,647.38
Wells Fargo	General Merchant Services	\$ 5,375.79	\$ 11,577.22
Wells Fargo	General Savings	\$ 200,000.00	\$ 204,752.00
Wells Fargo	Stagecoach Sweep	\$ 10,733,856.10	\$ 10,534,990.22
State of CA - LAIF	General Account	\$ 3,101,291.73	\$ 3,101,291.73
Total Balances		\$ 14,270,635.31	\$ 14,054,258.55

MONTHLY REPORTS

The disbursement reports for August 2025 are attached to this report (Attachment A). The largest disbursement for the period was to J.W. Mobile for maintenance of trucks in the amounts of \$41,955.67 and \$22,761.

The annual budget report (Attachment B) is for August 2025. The report gives the cumulative totals for the fiscal year with budget comparisons. YTD Parks and Recreation revenues are \$61,551, which is 4% of budget. YTD Wastewater revenues are \$54,330, which is 1% of budget. Finally, YTD Solid Waste revenues are YTD \$41,121, which is 1% of budget.

The County disburses property tax payments to public agencies in installments within a fiscal year. The District expects its first disbursement from the County of Marin in December and the second payment is expected in April.

FISCAL IMPACT

N/A

ATTACHMENTS

- A. Monthly Disbursement Reports
- B. FY25-26 Year-to-Date Annual Budget Reports



Tamalpais Community Services District
Disbursements from Wells Fargo Transaction Account

Date	Num	Name	Memo	Amount
08/22/2025		QuickBooks Payroll Service	Created by Payroll Service on 08/21/2025	\$ 64,508.82
08/08/2025		QuickBooks Payroll Service	Created by Payroll Service on 08/06/2025	\$ 60,367.54
08/21/2025	101915	J. W. Mobile	Maintenance of Trucks:12, 20, 21, 93, 94 & 95	\$ 41,955.67
08/21/2025	101929	J. W. Mobile	Maintenance of Trucks: 12, 20, 21, 94 & 95	\$ 22,761.00
08/29/2025	101935	Kaiser Foundation Health Plan Inc	Medical Insurance Premium	\$ 22,045.78
08/21/2025	101918	Nigro & Nigro, PC	Interim Audit Work - June 30, 2025	\$ 15,000.00
08/08/2025	101904	Marin Sanitary Service	July 2025 Solid Waste 126.23 tons	\$ 14,538.28
08/29/2025	101942	Rehrig Pacific Company	Blue Carts - Qty. 180	\$ 13,844.78
08/22/2025	101923	Marin County Employees Retirement Sys.	PP17 2025 Aug 09 - 22, 2025	\$ 13,692.58
08/08/2025	101891	Marin County Employees Retirement Sys.	PP16 2025 Jul 26 - Aug 08, 2025	\$ 13,218.52
08/08/2025	101893	Marin Resource Recovery Center	Green Waste, 113.37 Tons @ \$111.72/T, Jul 2025	\$ 12,665.32
08/08/2025	101913	U. S. Bank Corporate Payment System	Credit Card Purchases - Statement June 2025	\$ 10,930.28
08/08/2025	101908	R3 Consulting Group	SB1383 Grant Services, Jul 2025	\$ 8,982.50
08/08/2025	101903	Jorge's Tree Service	Monthly Parks & Open Space	\$ 7,607.00
08/08/2025	101910	Roy's Sewer Service, Inc.	Maint. Cleaning - July	\$ 6,900.00
08/22/2025	101921	Marin County Employees Retirement Sys.	PEPRA PP17 2025 Aug 09 - 22, 2025	\$ 6,344.60
08/08/2025	101889	Marin County Employees Retirement Sys.	PEPRA PP16 2025 Jul 26 - Aug	\$ 6,059.05
08/08/2025	101909	Redwood Engineering Corp.	Root Damage Repairs at Cabin asphalt walkway	\$ 5,551.50
08/29/2025	101933	Diesel Direct	705.5 gal Diesel, for Above Ground Tank & 405 gal Gasoline Under Ground Tank	\$ 5,044.98
08/29/2025	101931	Access E11	Renewal One Year Subscription - Multiple system users with 1 Case Office	\$ 4,945.00
08/08/2025	101899	County of Marin DOF Payroll	Jul 2025 Retiree Medical Expenses	\$ 4,646.10



Tamalpais Community Services District
Disbursements from Wells Fargo Transaction Account

Date	Num	Name	Memo	Amount
08/08/2025	101892	Andrews, Bret & Kimberly	Recalculated Incremental Settlement for 2025-26 Claims for 737 Alta Vista Road & 424 Shoreline Hwy	\$ 4,571.56
08/08/2025	101897	CMG Landscape Architecture	Cabin Masterplan - Jul	\$ 4,299.00
08/08/2025	101901	Diesel Direct	814.1 gal Diesel, for Above Ground	\$ 4,233.74
08/19/2025	EFT	Teamsters Anthem PPO	856-131145 Medical Insurance	\$ 3,773.78
08/21/2025	101917	Bay Cities Refuse Service, Inc.	Good Earth, Dumping Trash Compactor Jul 2025, 9 Trips, 14.31 tons	\$ 3,599.10
08/08/2025	101906	Preferred Truck & Equip.	93 & 12: Maint. Svc.	\$ 3,306.06
08/29/2025	101936	Karste Consulting, Inc.	Consulting for Emergency Action	\$ 2,800.00
08/08/2025	101890	Employee Personal W/H	Employee Personal W/H	\$ 2,650.00
08/22/2025	101922	Employee Personal W/H	Employee Personal W/H	\$ 2,650.00
08/29/2025	101941	Pacific Window Cleaning	Cleaning Services Aug 2025	\$ 2,600.00
08/08/2025	101905	Pacific Window Cleaning	Cleaning Services July 2025	\$ 2,350.00
08/06/2025	101888	AT&T	Office Data Lines, Wireless Services 7/20-8/19	\$ 1,896.07
08/20/2025	EFT	Delta Dental	Aug 2025 Employee Dental	\$ 1,659.90
08/27/2025	EFT	Pacific Gas & Electric	Office, Shop, CC Gas & Electricity and Kay Park Electricity	\$ 1,386.92
08/21/2025	101928	FleetCrew Inc.	20, 24, 93 & 94: Clean Truck Check	\$ 1,367.00
08/05/2025	EFT	UBEO West LLC- RMC	Copier Lease - 2 months	\$ 1,186.34
08/21/2025	101914	Cintas	Carpets, Towels, Soap	\$ 1,042.45
08/08/2025	101902	FleetCrew Inc.	12: Clean Truck Check	\$ 953.00
08/08/2025	101907	Public Agency Law	Attorney Fees - Jun 2025	\$ 906.50
08/08/2025	101912	Underground Service Alert	2025 Membership Fee \$300 plus Unique 2024 Billable Ticket Fee	\$ 884.48
08/29/2025	101939	Miller Starr Regalia	Greene Vs. Kenyon Litigation, Jul 2025	\$ 810.00
08/08/2025	101885	King, Madeleine	Band for Creekside Unplugged 8/8	\$ 800.00
08/29/2025	101938	Matrix Technology Solutions Inc.	IT services	\$ 775.00



Tamalpais Community Services District
Disbursements from Wells Fargo Transaction Account

Date	Num	Name	Memo	Amount
08/29/2025	101932	Cintas	Carpets, Towels, Soap	\$ 703.87
08/22/2025	101925	Fogburners	Creekside Unplugged Band Aug 22	\$ 700.00
08/08/2025	101898	Cool Rite Refrigeration	Service Refrigerator in Comm. Ctr.	\$ 534.25
08/21/2025	101920	Perfect Timing Personnel	Front Desk Sub Aug 7-8	\$ 499.99
08/21/2025	101916	AT&T	415-389-8722, Bunce Pump Stn	\$ 479.57
08/08/2025	101894	ASCAP	Music License	\$ 450.50
08/21/2025	101927	Eco-Check Compliance, Inc.	30 day designated operator inspection per UST regulations svc.- May, June & July	\$ 450.00
08/29/2025	101930	Schwartz, Jack (v)	Reimbursement Seniors' Lunches	\$ 446.05
08/08/2025	101896	Central Marin Sanitation	F.O.G. Services for TCSD Food	\$ 360.64
08/08/2025	101911	Schwartz, Jack (v)	Reimbursement Seniors' Lunches	\$ 358.15
08/21/2025	101919	North Bay Bottling	Drinking Water	\$ 323.75
08/29/2025	101944	Access Answering	Answering Service Jul-Aug 2025	\$ 253.92
08/08/2025	101895	Atco Pest Control	Monthly Svc. at Eastwood Park	\$ 250.00
08/08/2025	101900	Datco Services Corp.	Jul-Aug 2025 Contract Services (7 Drivers)	\$ 215.00
08/08/2025	AutoPay	Stericycle, Inc.	Aug 2025 Medical Waste Services	\$ 204.70
8/8/2025	101884	The Sparklers - Amaris Blagborne	Face Painting for Creekside Unplugged 8/8	\$ 200.00
8/22/2025	101924	The Sparklers - Nara Denning	Face Painting for Creekside Unplugged 8/22	\$ 200.00
8/29/2025	101934	Goodman Building Supply Co.	General Supplies	\$ 178.52
8/6/2025	EFT	VSP Vision Service Plan	Employee Vision Coverage Jul	\$ 161.42
8/21/2025	101926	Burkell Plumbing Inc.	Backflow repaired at Eastwood	\$ 140.00
8/25/2025	EFT	CalPERS	SSA Annual Reporting Fee	\$ 110.00
8/29/2025	101943	Ubeo Business Services	Charge for B/W & Color Prints	\$ 90.81
8/29/2025	101937	Linde Gas & Equipment	Welding Machine Gas	\$ 79.88
8/18/2025	AutoPay	Optum Financial (COBRA)	Jul COBRA Administration for TCSD Staff	\$ 5.18



Tamalpais Community Services District
Disbursements from U.S. Bank Credit Card

ATTACHMENT A

Date	Name	Memo	Amount
08/27/2025	Gorlitz Sewer & Drain Inc.	Big Machine Accesory, Repalce Broken Drain Machine	\$ 1,918.12
08/05/2025	United Site Services	ADA porta potty for Creekside	\$ 728.76
08/12/2025	FasTrak	Bridge Toll Account Replenishment	\$ 575.00
08/03/2025	Comcast	Internet Jul 18 - Aug 17, 2025 @ 305 Bell Ln.	\$ 312.92
08/01/2025	Go To Communitcations,	(415) 388-6393 Voice & Data Lines and Wireless	\$ 251.89
08/19/2025	Printful	Swag for Design Contest Winner (2020)	\$ 211.45
08/08/2025	Costco	Coffee for office & Board meeting supplies	\$ 203.37
08/01/2025	Staples Business Credit	Office Supplies: Paper & Binders	\$ 188.76
08/27/2025	AutoZone	21: Parts and Coolant	\$ 137.85
08/08/2025	QuickBooks Time, Inc.	Online Time Card Service- Jul 2025	\$ 132.00
08/07/2025	Vynco Fleet	12: Annual pmt. plus 60s upgrade auto refresh	\$ 126.98
08/07/2025	Vynco Fleet	25: Annual pmt. plus 60s upgrade auto refresh	\$ 126.98
08/07/2025	Vynco Fleet	24: Annual pmt. plus 60s upgrade auto refresh	\$ 126.98
08/12/2025	CR Automotive, Inc	9: smog test	\$ 110.00
08/17/2025	Amazon.com	24pairs Light Duty Gloves	\$ 92.02
08/19/2025	AT&T	Staff Cell Phone	\$ 83.69
08/28/2025	Airgas	Refill of CO2 for Jockey box	\$ 66.84
08/06/2025	CR Automotive, Inc	1: Smog	\$ 62.00
08/20/2025	Amazon.com	Craft Supplies for Creekside	\$ 54.09
08/01/2025	Grainger	First Aid Kit- Bite/Sting Relief Masks	\$ 46.99
08/22/2025	Vynco Fleet	Spare Device Activation	\$ 45.99
08/24/2025	Weathermatic	SmartLink Monthly Subscription for Kay Park	\$ 30.00
08/07/2025	UPS Store	Notary for Kenyon Vs. Greene	\$ 30.00
08/13/2025	Shutter Stock	Stock Images for P&R	\$ 29.00
08/01/2025	Staples Business Credit	Office Supplies: Sheet Protector	\$ 19.25
08/28/2025	Chevron	Propane for Oktoberfest	\$ 11.98
08/06/2025	Amazon.com	USB Cable	\$ 5.51



TAMALPAIS COMMUNITY SERVICES DISTRICT

ATTACHMENT B

Year-to-date Budget Report

FY 2025-2026

	Aug '25 (16.7% of year)	Adopted FY2025-26	% of Budget
WASTEWATER FUND			
Ordinary Revenue/Expense			
Revenue			
4101 · Sanitation Service Charges	\$ (4,571.56)	\$ 6,234,800	0%
4103 · Permits/Lateral Connection Fees	\$ 3,606.00	\$ 25,700	14%
4104 · Muir Woods Sanitation Svc. Chrg.	\$ -	\$ 101,440	0%
4420 · Interest Revenue	\$ 55,295.14	\$ 150,000	37%
Total Revenue	\$ 54,329.58	\$ 6,511,940	1%
Expense			
5010 · Salaries			
5011 · Wages and P.T.O	\$ 70,271.57	\$ 446,133	16%
5012 · Overtime / Standby Pay	\$ 386.72	\$ 6,262	6%
5013 · Performance Recognition	\$ -	\$ 10,328	0%
5014 · Temporary Help	\$ 166.66	\$ 4,000	4%
Total 5010 · Salaries	\$ 70,824.95	\$ 466,723	15%
5020 · Employee Benefits			
5021 · Health Insurance	\$ 14,933.14	\$ 81,950	18%
5022 · Retirement Contributions	\$ 13,536.30	\$ 80,290	17%
5023 · Social Security and Medicare	\$ 5,519.09	\$ 33,080	17%
5024 · Allowances	\$ 206.18	\$ 4,007	5%
5025 · Retiree Medical Insurance	\$ 1,583.85	\$ 19,900	8%
5026 · Reserve-Retiree Medical Insu.	\$ -	\$ 49,440	0%
Total 5020 · Employee Benefits	\$ 35,778.56	\$ 268,666	13%
5110 · Wastewater Treatment Expense			
5111 · SMCSD Sewage Treatment O&M	\$ -	\$ 2,531,000	0%
5121 · SASM Sewage Treatment & Capital	\$ -	\$ 186,000	0%
5131 · Almonte and Homestead Svc Fees	\$ -	\$ 9,000	0%
Total 5110 · Wastewater Treatment Expense	\$ -	\$ 2,726,000	0%
5140 · Sewer System Maint. & Repair	\$ 6,900.00	\$ 200,000	3%
5330 · Tree and Landscaping	\$ -	\$ 10,000	0%
5400 · TCSD Board Fees	\$ 1,227.00	\$ 9,600	13%
5401 · Professional Services	\$ 8,559.52	\$ 80,000	11%
5420 · Training, Travel & Meetings	\$ 185.86	\$ 2,000	9%
5425 · Office and Technology	\$ 2,103.24	\$ 21,248	10%
5430 · Telephone and Alarms	\$ 2,967.80	\$ 21,922	14%
5431 · Public Communications	\$ -	\$ 7,000	0%
5432 · Insurance	\$ 68,500.82	\$ 77,500	88%
5437 · Miscellaneous	\$ -	\$ 1,000	0%
5438 · Fees and Permits	\$ 4,056.58	\$ 37,000	11%
5439 · Utilities	\$ 1,317.77	\$ 16,622	8%
5440 · Fuel Expense	\$ 1,162.36	\$ 18,000	6%
5450 · Maintenance and Supply	\$ 3,928.89	\$ 57,500	7%
5470 · Yard & Bldg. Improvements	\$ -	\$ 10,000	0%
5483 · Debt Issuance Costs	\$ -	\$ 1,339,400	0%
Total Expense	\$ 207,513.35	\$ 5,370,181	4%



TAMALPAIS COMMUNITY SERVICES DISTRICT
Year-to-date Budget Report
FY 2025-2026

ATTACHMENT B

SOLID WASTE FUND	Aug '25 (16.7% of year)	Adopted FY2025-26	% of Budget
Ordinary Revenue/Expense			
Revenue			
4201 · Solid Waste Service Charges	\$ -	\$ 2,934,300	0%
4202 · Other Solid Waste Services	\$ 2,414.00	\$ 6,700	36%
4420 · Interest Revenue	\$ 38,706.60	\$ 105,000	37%
Total Revenue	\$ 41,120.60	\$ 3,046,000	1%
Expense			
5010 · Salaries			
5011 · Wages and P.T.O	\$ 129,253.04	\$ 797,580	16%
5012 · Overtime Pay	\$ 1,576.08	\$ 15,710	10%
5013 · Performance Recognition	\$ 166.66	\$ 19,360	1%
5014 · Temporary Help	\$ -	\$ 6,000	0%
Total 5010 · Salaries	\$ 130,995.78	\$ 838,649	16%
5020 · Employee Benefits			
5021 · Health Insurance	\$ 29,352.92	\$ 171,080	17%
5022 · Retirement Contributions	\$ 29,400.54	\$ 191,510	15%
5023 · Social Security and Medicare	\$ 10,129.19	\$ 62,970	16%
5024 · Allowances	\$ 482.18	\$ 8,200	6%
5025 · Retiree Medical Insurance	\$ 2,703.95	\$ 34,000	8%
5026 · Reserve-Retiree Medical Insu.	\$ -	\$ 61,800	0%
Total 5020 · Employee Benefits	\$ 72,068.78	\$ 529,560	14%
5210 · Solid Waste Disposal Expense			
5211 · Waste Disposal Fees	\$ 35,612.36	\$ 216,845	16%
5212 · Recycling Fees	\$ 517.50	\$ 10,000	5%
5213 · Green Waste Disposal Fees	\$ 19,256.80	\$ 142,495	14%
5214 · Debris/HHW Day Expenses	\$ -	\$ 40,000	0%
5210 · Solid Waste Disposal Expense	\$ 55,386.66	\$ 409,339	14%
5400 · TCSD Board Fees	\$ 627.00	\$ 7,000	9%
5401 · Professional Services	\$ 7,459.50	\$ 120,000	6%
5420 · Training, Travel & Meetings	\$ 185.85	\$ 1,000	19%
5425 · Office and Technology	\$ 5,407.62	\$ 22,250	24%
5430 · Telephone and Alarms	\$ 1,056.99	\$ 10,102	10%
5431 · Public Communications	\$ 302.03	\$ 20,000	2%
5432 · Insurance	\$ 103,323.19	\$ 107,350	96%
5437 · Miscellaneous	\$ -	\$ 1,040	0%
5438 · Fees and Permits	\$ 2,004.07	\$ 46,643	4%
5439 · Utilities	\$ 296.12	\$ 4,251	7%
5440 · Fuel Expense	\$ 7,553.99	\$ 60,000	13%
5450 · Maintenance and Supply			
5451 · General Supplies	\$ 745.11	\$ 6,500	11%
5452 · Maint. & Supply Contract Svc	\$ 2,098.98	\$ 1,800	117%
5454 · Vehicle Repair & Maint.	\$ 72,943.88	\$ 225,000	32%
5456 · Bridge Tolls	\$ 1,150.00	\$ 5,985	19%
5457 · Solid Waste Carts & Bins	\$ 13,844.78	\$ 50,000	28%
Total 5450 · Maintenance and Supply	\$ 90,782.75	\$ 289,285	31%
5470 · Yard & Bldg. Improvements	\$ -	\$ 10,000	0%
5471 · Minor Equipment	\$ -	\$ 5,000	0%
Vehicle Lease/ Purchase	\$ -	\$ 44,900	0%
Total Expense	\$ 477,450.33	\$ 2,526,371	19%



TAMALPAIS COMMUNITY SERVICES DISTRICT
Year-to-date Budget
FY 2025-2026

ATTACHMENT B

	Aug '25 (16.7% of year)	Adopted FY2025-26	% of Budget
PARKS AND RECREATION FUND			
Ordinary Revenue/Expense			
Revenue			
4301 · Taxes	\$ 37,190.58	\$ 1,242,301	3%
4303 · Tia's After School Program Rev	\$ -	\$ 37,812	0%
4310 · Facilities Rental & Fees	\$ 6,525.73	\$ 27,323	24%
4320 · Park Rentals	\$ 690.00	\$ 3,866	18%
4330 · Class Fees	\$ 556.25	\$ 10,784	5%
4350 · TCSD Event Revenue	\$ -	\$ 57,045	0%
4410 · Donations/Fundraising/Grants	\$ -	\$ 1,000	0%
4420 · Interest Revenue	\$ 16,588.54	\$ 45,000	37%
4430 · Miscellaneous Revenue	\$ -	\$ 2,000	0%
Total Revenue	\$ 61,551.10	\$ 1,427,130	4%
Expense			
5011 · Wages and P.T.O	\$ 67,075.88	\$ 466,030	14%
5012 · Overtime Pay	\$ 192.54	\$ 8,910	2%
5013 · Performance Recognition	\$ -	\$ 11,659	0%
5014 · Temporary Help	\$ 1,096.41	\$ 57,000	2%
Total 5010 · Salaries	\$ 68,364.83	\$ 543,598	13%
5020 · Employee Benefits			
5021 · Health Insurance	\$ 13,071.70	\$ 74,320	18%
5022 · Retirement Contributions	\$ 12,676.80	\$ 87,580	14%
5023 · Social Security and Medicare	\$ 6,960.97	\$ 37,230	19%
5024 · Other Employee Benefits	\$ 220.88	\$ 3,000	7%
5025 · Retiree Medical Insurance	\$ 358.30	\$ 4,600	8%
5026 · Reserve-Retiree Medical Insu.	\$ -	\$ 12,360	0%
Total 5020 · Employee Benefits	\$ 33,288.65	\$ 219,090	15%
5300 · Events Expense	\$ 13,044.46	\$ 76,485	17%
5330 · Tree & Landscaping Services	\$ 4,070.00	\$ 30,000	14%
5331 · Landscaping Contract Svc	\$ 10,830.00	\$ 76,000	14%
5332 · McGlashan Trail Maintenance	\$ 800.00	\$ 5,000	16%
5333 Vegetation Management	\$ -	\$ 35,000	0%
5340 · Instructor Fees	\$ -	\$ 5,000	0%
5341 · Tia's Afterschool Program Exp	\$ -	\$ 27,320	0%
5400 · TCSD Board Fees	\$ 1,096.00	\$ 7,000	16%
5401 · Professional Services	\$ 12,359.07	\$ 34,550	36%
5420 · Training, Travel & Meetings	\$ 283.29	\$ 1,326	21%
5425 · Office and Technology	\$ 2,379.36	\$ 21,838	11%
5430 · Telephone and Alarms	\$ 1,754.81	\$ 14,350	12%
5431 · Public Communications	\$ -	\$ 5,202	0%
5432 · Insurance	\$ 50,387.59	\$ 58,650	86%
5437 · Miscellaneous	\$ -	\$ 1,000	0%
5438 · Fees and Permits	\$ 2,454.60	\$ 28,408	9%
5439 · Utilities	\$ 1,585.98	\$ 27,810	6%
5440 · Fuel Expense	\$ 862.37	\$ 5,356	16%
5450 · Maintenance and Supply			
5451 · General Supplies	\$ 288.42	\$ 8,610	3%
5452 · Maint. & Supply Contract Svc	\$ 3,684.58	\$ 24,470	15%
5454 · Vehicle Repair & Maint.	\$ -	\$ 1,000	0%
5458 · Cabin/Comm.Ctr. Maint. & Supply	\$ 6,150.65	\$ 9,309	66%
5459 · Park Maint.	\$ 95.44	\$ 30,000	0%
Total 5450 · Maintenance and Supply	\$ 10,219.09	\$ 73,390	14%
5470 · Yard & Bldg. Improvements	\$ -	\$ 5,000	0%
5471 · Minor Equipment	\$ -	\$ 5,000	0%
Total Expense	\$ 213,780.10	\$ 1,306,372	16%



TAMALPAIS COMMUNITY SERVICES DISTRICT

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TCSD BOARD OF DIRECTORS SPECIAL MEETING AT THE CABIN

MINUTES

WEDNESDAY, AUGUST 13, 2025, AT 7:00 PM

1. CALL TO ORDER

The Tamalpais Community Services District Board of Directors Meeting was called to order by President Bartschat at 7:04pm on Wednesday, August 13, 2025, at the Cabin (60 Tennessee Valley Rd.)

2. ROLL CALL

President Steffen Bartschat

Vice President Jim Jacobs, Directors, Jeff Brown (absent), Steve Levine, Matt McMahon

Staff Present: General Manager (GM), Garrett Toy; Assistant General Manager (AGM) Alan Shear; Events and Communications Specialist, Camille Esposito

Others Present: Kevin Conger, Doug Jones and Patricia Fonseca Flores with CMG Landscape Architects; PARC Commissioners Erin Rosenblatt, Dave Hafferty, Valerie Jordan and Pam Keon.

3. APPROVE AGENDA

MOTION TO APPROVE THE AGENDA

M/S: S. LEVINE/J. JACOBS AYES: 4 (S. BARTSCHAT, J. JACOBS, S. LEVINE, M. MCMAHON)

NAYS: 0 ABSENT: 1 (J. BROWN)

4. PUBLIC EXPRESSION

Pres Bartschat invited public expression on non-agenda items, in response to which there was the following:

There was no public expression.

PARC called to order their special meeting at 7:05 pm.

5. REGULAR BUSINESS: Board Actions

A. Provided General policy/program direction to CMG Landscape Architecture for the Cabin Masterplan.

Received a presentation from Doug Jones, Associate Principal with CMG Landscape Architects. Mr. Jones shared with the Board the Cabin Site Observations, Site Opportunities and Project Goals. Please see below.

Cabin Site Observations:

1. ADA Access needs to be improved
2. Vehicle access takes up excess space and could be improved for safety.
3. The site has beautiful natural character that could be enhanced.
4. The site is well used for private event rentals and community events.

5. The site is a well-used amenity along The Bay Trail.

Cabin Site Opportunities:

1. Optimize vehicle circulation layout for efficiency and pedestrian safety.
2. Reconsider how the Cabin is used and its purpose to the site, while solving for ADA issues.
3. Highlight the natural character and ecology of site.
4. Improve site for private event and community event uses.
5. Improve site for every day, passive uses along The Bay Trail.

Cabin Project Goals:

1. Fix ADA violations and create a site with equal access.
2. Identify cost effective, yet high impact improvements that can be made to enhance existing uses of the site (community & private events, passive recreation).
3. Define how improvements to the Cabin site can complement uses of the Community Center site.

7:23pm – 7:46pm Board and PARC conducted a site tour of the Cabin with CMG and staff.

The Board, PARC Commissioners and staff shared their observations, goals and objectives, and program activities/ideas with CMG Landscape Architecture.

Mr. Conger summarized the feedback and shared the following next steps:

- Create 3 conceptual plans: one with the Cabin, one without the Cabin – more park like setting with possible pavilion, and one that is within current budget.
- At the September 5 Creekside Unplugged event, CMG will solicit input on components of concepts included on any conceptual site plans displayed at Creekside Unplugged. CMG will let the public know that the Board hasn't seen yet, but thought it was important to take advantage of the large number of residents attending the event.
- Present a refined master plan based on Board and community input at the October 8th Board meeting.
- Final Board presentation on the masterplan at the November 12th Board meeting.

There was no public comment.

B. Reappointed two members to the Parks & Recreation Commission (PARC).

GM Toy shared with the Board the reappointment of Commissioners Rosenblatt and Jordan would be for the full three-year term and expire August 13, 2028.

There was no public comment.

MOTION TO REAPPOINT COMMISSIONERS ROSENBLATT AND JORDAN TO PARC FOR THE FULL THREE YEAR TERM TO EXPIRE ON AUGUST 13, 2028.

**M/S: S. BARTSCHAT / S. LEVINE AYES: 4 (S. BARTSCHAT, J. JACOBS, S. LEVINE, M. MCMAHON)
NAYS: 0 ABSENT: 1 (J. BROWN)**

- C. Received oral report from PARC on its activities.

Commissioner Hafferty shared with the Board the PARC updates from their last two PARC meetings. Some of the major updates were:

- Continuing the Speaker Series for another year.
- Discussed the volunteer program and its evolving needs.
- Discussed ideas for Flamingo Park.

There was no public comment.

PARC meeting was adjourned at 8:42.

- D. Received monthly and year-end financial reports

There was no public comment.

- E. Received 4th quarter treasurer's report.

There was no public comment.

- F. Approve job description and salary schedule for Recreation and Events Coordinator classification.

Assistant GM Shear shared with the Board to meet the organizational need to support an expanded range of special events, including the Speaker Series, the Commission recommended hiring a part-time staff member to support the additional events throughout the year. After discussing this topic during several commission meetings, the PARC recommended hiring a part-time staff member to work approximately 20 hours a week, with a budget of \$35,000. Assistant GM Shear also shared that the proposal for a new position was also discussed at several board meetings and the budget for the position was approved and included in the FY25-26 budget.

Assistant GM Shear shared the job description with the board. The Board discussed and asked questions of the staff.

Director McMahon asked staff to modify the following duty to read more as a support role:

- Actively networks, creates partnerships, and collaborates with internal and external agencies and organizations to develop community recreation programs, activities and events.

There was no public comment.

MOTION TO ADOPT RESOLUTION NO. 2025-11 APPROVING THE JOB DESCRIPTION AND SALARY SCHEDULE FOR THE RECREATION AND EVENTS COORDINATOR CLASSIFICATION WITH THE NOTED CHANGES IN THE JOB DESCRIPTION.

**M/S: M. MCMAHON/J. JACOBS AYES: 4 (S. BARTSCHAT, J. JACOBS, S. LEVINE, M. MCMAHON)
NAYS: 0 ABSENT: 1 (J. BROWN)**

- G. Approve the restated and amended 2025 Sewer System Management Plan.

GM Toy indicated the Board discussed the draft SSMP at its July 9th meeting. This version of the SSMP reflects a few revisions made since the July meeting and represents the final version. GM Toy summarized the key revisions to the updated Plan (please see below).

- Updates to projects, activities and maintenance practices such as the adoption of the Five (5) Year CIP projects and maintenance practices/policies revised since 2019.
- Reflects the positive impact of sewer main replacement projects since 2019.
- The adoption of Ordinance No. 100, which amended and restated Ordinance No. 96 regarding sewer laterals.
- Reformatting of the SSMP to reflect the revisions (i.e., rewording) in the element requirements.
- Minor edits to the SERP as it meets the current SSMP requirements.
- Termination of EPA Administrative Orders based on TCSD's success in reducing the frequency and volume of sewer spills due to proactive cleaning and maintenance schedules, and capital improvement program to replace sewer main lines.

GM Toy shared with the Board that the resolution approving the SSMP authorizes the General Manager to make revisions to the SSMP as may be required by state agencies and/or the WDR, as amended from time to time.

MOTION TO ADOPT RESOLUTION NO. 2025-10 APPROVING THE 2025 SEWER SYSTEM MANAGEMENT PLAN (SSMP).

M/S: S. BARTSCHAT/S. LEVING AYES: 4 (S. BARTSCHAT, J. JACOBS, S. LEVINE, M. MCMAHON)
NAYS: 0 ABSENT: 1 (J. BROWN)

H. Adopt updated Environmental Practices and Purchasing Policy.

GM Toy shared with the Board that Cal Recycle is in the process of reviewing the Implementation Records (IR) of all jurisdictions in the state. The IR contains policies, procedures, and other materials to document an agency's effort to comply with SB1383. R3 Consulting recommended that TCSD include the SB1383 paper products requirement in our environmental policy. GM Toy shared with the Board the proposed revisions and updates to the Environmental Practices and Purchasing Policy.

The Board discussed and asked questions of the staff.

The Board stated they would like to add the following to the policy: For events TCSD shall avoid the sale of single use plastic bottles.

There was no public comment.

MOTION TO ADOPT ENVIRONMENTAL PRACTICES AND PURCHASING POLICY WITH THE PROPOSED CHANGES.

M/S: M. MCMAHON/S. LEVINE AYES: 4 (S. BARTSCHAT, J. JACOBS, S. LEVINE, M. MCMAHON)
NAYS: 0 ABSENT: 1 (J. BROWN)

6. REGULAR BUSINESS: Information Items**A. General Manager report**

GM Toy reported on the following:

- The delivery of compost pails has been put on hold until the consulting firm can find more staff to deliver the pails. They are about halfway done delivering the pails. Some are returning the pails or throwing them in the trash.
- Meeting with PG&E on Friday, August 15, to discuss the replacement transmission tower.
- Gave an update on the use permit.
- Ms. Esposito, Events and Communication Specialist, gave an update on Oktoberfest.

There was no public comment.

B. Receive Sewer treatment plant update reports: SASM and SMCSO

Director Jacobs attended the SASM Board of Commissioners meeting on July 17, 2025. Director Jacob reported on his written report.

Director Levine attended the SMCSO Board of Commissioners meeting on August 5, 2025.

Director Levine reported on his written report.

There was no public comment.

C. Board member Committee/Subcommittee reports

There were no other Board reports.

7. CONSENT CALENDAR

All matters listed on the Consent Calendar are considered to be routine and will be enacted by a single action of the Board. There will be no separate discussion unless specific items are removed from the Consent Calendar during adoption of the Agenda for separate discussion and action.

- A. Approve minutes of July 9, 2025, special meeting
- B. Approve minutes of July 9, 2025, regular meeting
- C. Approve minutes of July 23, 2025, special meeting 1
- D. Approve minutes of July 23, 2025, special meeting 2

MOTION TO APPROVE THE CONSENT CALENDAR.

M/S: M. MCMAHON / S. LEVINE AYES: 4 (S. BARTSCHAT, J. JACOBS, S. LEVINE, M. MCMAHON)

NAYS: 0 ABSENT: 1 (J. BROWN)

8. FUTURE AGENDA ITEMS**A. Review of meeting.**

Boards preference is to hear PARCs recommendations in an oral report in place of open conversation.

B. Board input for future Board Meeting Agendas

- Cancel the August 27 Board Work Session.

There was no public comment.

9. ADJOURNMENT

MOTION TO ADJOURN

THE MEETING WAS ADJOURNED AT 9:48 PM

Approved by Board on: _____