

# **RICHARDSON'S BAY REGIONAL AGENCY**

## **Board of Directors Meeting Agenda**

**Thursday, February 14, 2019**

5:30 P.M. to 7:30 P.M.

Tiburon Town Hall, 1505 Tiburon Boulevard, Tiburon, CA

*The RBRA Board of Directors encourages a respectful dialogue that supports freedom of speech and values diversity of opinion. The Board, staff and the public are expected to be polite and courteous, and refrain from questioning the character or motives of others. Please help create a respectful atmosphere by not booing, whistling or clapping; by adhering to speaking time limits; and by silencing your phone.*

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

### **5:30 P.M. CALL TO ORDER - ROLL CALL**

1. Approval of minutes, January 10, 2019.
2. Information: Community Outreach Subcommittee report and presentation on Community Efforts
3. Agreement with the County of Marin for Harbor Administrator services. Staff recommendation: Authorize Executive Director to execute Professional Services Agreement.
4. Resolution No. 01-19 accepting \$100,000 from the County of Marin to conduct a Mooring Feasibility & Planning Study and authorizing an increase in revenue and appropriations of \$100,000 in the fiscal year 2018-19 budget. Staff recommendation: Approve
5. Presentation to the Enforcement Committee of the Bay Conservation & Development Commission (BCDC) on February 21, 2019. Staff recommendation: Review and provide direction on draft presentation.
6. First reading of proposed ordinance updating definitions, providing for vessel conditions required for mooring and anchoring in Richardson's Bay, and amending the location of appeal hearings. Staff recommendation: Conduct first reading of a proposed ordinance to amend Richardson's Bay Regional Agency Code Section 1.04.020, Definitions; amending Title 3, Vessels, to add Section 3.04.050, Vessel Conditions and Requirements; and amending Title 6, Section 6.04.050, Nuisance Code; and schedule merit hearing for March 14, 2019.
7. 2019 Work Plan. Staff recommendation: Intended for information only to reflect Board direction.
8. Open time for public expression. Members of the public are welcome to address the Board for up to three minutes per speaker on matters not on the agenda. Under the state Brown Act, Board members may not deliberate or take action on items not on the agenda, and generally only may listen.
9. Comments: a) Staff; b) Board Member matters

***AN AGENDA PACKET IS AVAILABLE AT THE SAUSALITO LIBRARY AND THE RBRA WEBSITE <http://rbra.ca.gov>, WHERE WRITTEN COMMENTS MAY BE SENT. TO RECEIVE AN ELECTRONIC MEETING NOTICE, PLEASE EMAIL REQUEST TO DON ALLEE AT [dallee@marincounty.org](mailto:dallee@marincounty.org)***

**Marin County Community Develop. Agency, 3501 Civic Center Dr. Room 308, San Rafael, CA 94903  
510-812-6284 [bethapollard@gmail.com](mailto:bethapollard@gmail.com)**



# **RICHARDSON'S BAY REGIONAL AGENCY**

**DRAFT MINUTES OF JANUARY 10, 2019**

**HELD AT TIBURON TOWN HALL CHAMBERS**

**MEMBERS PRESENT:** Marty Winter, Chair (Belvedere); Kathrin Sears (Marin County); Jim Wickham (Mill Valley)

**ABSENT:** Jim Fraser (Tiburon)

**STAFF:** Beth Pollard, (Executive Director); Bill Price (Harbor Administrator)

**ADDITIONAL:** None

Meeting called to order at 5:40 PM.

## **Minutes of November 8, 2018 Board of Directors meeting**

Draft minutes were approved unanimously.

## **Financial Statements and Independent Auditor's Report from Maher Accountancy**

The Board accepted the report unanimously

## **Community Outreach Subcommittee Report and Presentation on Community Efforts**

Member Sears said that she was working with the Richardson's Bay Special Anchorage Association to set a meeting date for an outreach coffee.

Doug Storms reported a count of 190 vessels in Richardson's Bay, including Sausalito's waters, which he said was a drop of 25% from the summer of 2016. There were 21 vessels that the Boat Savers were able to save from sinking or drifting ashore. He said there are about 110 liveaboards, and about 50 have met the Association's burgee criteria. He encouraged extra consideration for historical boats.

## **Mooring Feasibility & Planning Study**

Executive Director Pollard described the process for obtaining and reviewing the proposals from consultants to conduct the study. The review plane recommended choosing Merkel & Associates as the consultant for the study. Member Sears said the Marin County Board of Supervisors was slated to decide on the release of the \$100,000 for the study, and she asked if Staff could find other sources of funding for the bathymetric and eelgrass surveys that Merkel had recommended. Member Wickham was pleased with the progress and was positive that we could source additional funding. Chair Winter was impressed with Merkel's presentation and he felt the side scan sonar data was imperative to achieve a clear picture of the current situation. The Board unanimously authorized the Executive Director to execute the \$100,000 contract with Merkel & Associates upon the availability of funding, and the optional bathymetric and eelgrass surveys at a cost of \$40,000 if that funding is obtained.

### **Letter to Countywide Coordinated Entry Program seeking higher housing assistance priority for persons living on the water in Richardson Bay**

Ms. Pollard outlined the priority system used by the County, and several people from the Coordinated Entry Program were on hand to answer questions. Chair Winter said the he understood that this was a tool to aid people and wasn't to be viewed as an enforcement tool. Paul Porter from Homeward Bound Marin noted that it was a national standardized tool that had already undergone testing and verification, and that adding a point for living on the water wouldn't make a significant difference. Outreach and a willingness to move off the boats was deemed more important. Member Sears felt that the additional element of vulnerability and risk created by living on the water merited the submission of the letter, and she called for more outreach as well. Member Wickham asked if we had moorings and became landlords, could we control who can be out there – especially those elderly or disabled with safety concerns. It was the consensus of the Board to authorize the Chair to send a letter urging housing consideration for persons on the water.

### **2019 Work Plan**

Ms. Pollard told the Board that much of the plan was dependent upon the mooring study, with staff also working on on management, finance and sustainability issues and gathering information for decisions by the Board. Member Wickham emphasized seeking grants for proposed work, and Member Sears stressed follow-up on the safety issues and the burgee system proposed by the RBSAA. Ms. Pollard relayed that the proposed seaworthy ordinance was hung up in review at Boating and Waterways, and asked if the Board wished to move forward or defer until after the mooring study. Members Sears and Winter both recommended action within the framework of collaboration with the anchor-outs. Member Sears also pointed out that the proposed Merkel study would cover all of Richardson Bay waters, including Sausalito. The Plan was adopted unanimously.

### **Harbor Administrator's Report**

Mr. Price outlined activities on the water and gave the results of the last census survey conducted in October 2018.

### **Public Comments**

Rebecca Schwartz-Lesberg announced Audubon California's February 2 Waterbird Festival. Barbara Salzman announced the Christmas bird count and welcomed Merkel to use that data. Alden Bevington noted the challenges of the winter season. Doug Storms provided history about the RBRA moorings permitted by BCDC.

### **Staff Comments**

Ms. Pollard reported on the efforts to resolve the issues of RBRA moorings on the Sausalito side of the channel, and working cooperatively with BCDC about their removal.

### **Board Member Matters**

None

The meeting was adjourned at 7:20 PM.



# **RICHARDSON'S BAY REGIONAL AGENCY**

## **STAFF REPORT**

For the meeting of February 14, 2019

**To:** RBRA Board of Directors

**From:** Beth Pollard, Executive Director

**Subject:** Agreement with County of Marin for Harbor Administrator services

**STAFF RECOMMENDATION:**

Authorize execution of a Professional Services agreement with the County of Marin to provide Harbor Administrator services.

**BACKGROUND:**

The position of Harbor Administrator historically has been filled by an employee of the County of Marin. It recently came to the attention of staff with the County of Marin and the Richardson's Bay Regional Agency (RBRA) the absence of a written agreement between the two agencies for these services.

**DISCUSSION:**

An agreement was developed with the involvement of legal counsel for the two agencies. It contains provisions covering terms such as scope of services, compensation, indemnification, and insurance. It was drafted with the intention of generally reflecting current practices and understandings, and to clearly delineate each party's responsibilities and liabilities. Termination for cause, for convenience of either party, and upon a vacancy in the position are provided for in the agreement.

**FINANCIAL IMPACT:**

The cost of the contract is contained in the current fiscal year budget. The contract requires the County to give notice of any cost adjustment for the next fiscal year by April of each year.

**NEXT STEPS:**

Upon approval of the contract by the RBRA Board, an agenda item for approval by the County Board of Supervisors will be scheduled.

Attachments:

Professional Services Agreement

## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is made and entered into as of this \_\_ day of February, 2019, by and between the MARIN COUNTY, a political subdivision of the STATE OF CALIFORNIA, hereinafter referred to as "COUNTY", and, by and between the Richardson's Bay Regional Authority, a Joint Powers Agency, hereinafter referred to as "AGENCY."

### RECITALS

**WHEREAS**, AGENCY is a public entity that may enter into contracts for all necessary services, including administrative and enforcement services; and

**WHEREAS**, AGENCY desires to obtain staff services, specifically a fulltime harbor administrator, from COUNTY, and COUNTY is willing to provide such services to AGENCY under the terms and conditions set forth herein below;

### TERMS

**NOW, THEREFORE**, COUNTY and AGENCY agree as follows:

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall continue in effect until terminated in accordance with the terms of this Agreement.

2. **Scope of Services.** COUNTY shall provide AGENCY with a harbor administrator. The harbor administrator shall serve at the pleasure of AGENCY and take direction from AGENCY. The harbor administrator will provide various services for AGENCY, including, but not limited to, ensure compliance with ordinances and regulations, process revenues and expenditures, serve as harbor master, and other tasks as needed by AGENCY.

3. **Compensation.**

(a) Rates. In consideration of COUNTY'S fulfillment of the promised work, AGENCY shall pay COUNTY for those services as set forth in Exhibit "A".

(b) Adjustment of Rate. Upon giving notice no later than April of each fiscal year to AGENCY, COUNTY may increase the hourly rate or decrease the hourly rate for the next fiscal year, including all salary and applicable benefit costs.

(c) Expenses. Travel and other expenses of COUNTY employees rendering services to AGENCY under this Agreement shall be reimbursed by AGENCY to the extent and in the manner such expenses are ordinarily authorized by policy of the Board of Supervisors for COUNTY employees.

4. **Method of Payment.** All payments for compensation and reimbursement for expenses shall be made upon presentation of invoice by COUNTY to AGENCY. AGENCY shall not be liable for the direct payment of any salaries, wages, workers' compensation insurance

coverage, or other compensation to any COUNTY personnel performing services under this Agreement, or any liability other than that provided for in this Agreement.

5. **Specific Performance.** It is agreed that COUNTY, including the agents or employees of COUNTY, shall be the sole providers of the services required by this Agreement.

6. **Indemnification.** AGENCY shall defend, indemnify and hold harmless COUNTY as well as the respective officers, agents and employees of COUNTY from any claim, loss or liability including without limitation, those for personal injury (including death) or damage to property, arising out of or connected with any aspect of the performance by AGENCY or its officers, agents, or employees, including staff performing services under this Agreement at the direction of AGENCY, of activities or obligations required under this Agreement.

7. **Insurance.** AGENCY shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance for the work hereunder and the results of that work by AGENCY, its agents, representatives, employees or subcontractors. Coverage shall be at least as broad as:

(a) Commercial General Liability. AGENCY shall maintain a Commercial General Liability Insurance policy with limits not less than \$2,000,000 per occurrence (\$4,000,000 aggregate). The COUNTY, its officers, agents and employees are to be covered as additional insureds on this Commercial General Liability policy.

(b) Commercial Automobile Liability. Where the services to be provided under this Contract involve or require the use of any type of vehicle, AGENCY shall provide Comprehensive Business or Commercial Automobile Liability coverage, including non-owned and hired automobile liability, with limits of not less than \$1,000,000 per accident for bodily injury property damage.

(c) Excess Coverage. If AGENCY maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

(d) Primary Coverage. AGENCY'S insurance coverage shall be primary coverage as respects the COUNTY, its officers, officials, employees, and volunteers, except for worker's compensation insurance, which COUNTY's insurance shall be primary. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, or employees shall be excess of AGENCY'S insurance and shall not contribute with it.

(e) Waiver of Subrogation. AGENCY hereby grant COUNTY a waiver of any right to subrogation which an insurer of said AGENCY may acquire against the COUNTY by virtue of the payment of any loss under such insurance. AGENCY agrees to obtain any endorsement that may be necessary to affect the waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.

(f) Verification of Coverage. AGENCY shall furnish the COUNTY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to

COUNTY before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive AGENCY'S obligation to provide them. The COUNTY reserves the right to require complete copies of all required insurance policies, including endorsements required by these specifications, at any time.

8. **Termination for Cause.** If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving three (3) months' written notice to the defaulting party in the manner set forth in Paragraph 12 (Notices).

9. **Termination for the Convenience of a Party.** This Agreement may be terminated by either party for any reason with six (6) months' written notice in advance of a new fiscal year.

10. **Termination upon Vacancy in Position.** In the event of a vacancy in the position of Harbor Administrator, or notice from the incumbent Harbor Administrator of intention to vacate his/her position, the COUNTY and the AGENCY shall meet to discuss transition and/or termination of the agreement.

11. **Disposition of and Payment for Work upon Termination.** In the event of termination for cause or termination for the convenience of a party, COUNTY shall be entitled to receive compensation for any satisfactory work completed by COUNTY fiscal prior to receipt of the notice of termination; except that COUNTY shall not be relieved of liability to AGENCY for damages sustained by AGENCY by virtue of any breach of this Agreement by COUNTY whether or not this Agreement was terminated for convenience or cause, and AGENCY may withhold any payments not yet made to the COUNTY for purpose of setoff until such time as the exact amount of damages due to AGENCY from COUNTY is determined.

12. **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

13. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by first class mail, postage prepaid. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

COUNTY:

AGENCY:

County Administrator  
County of Marin  
3501 Civic Center Drive, Suite 325  
San Rafael, CA 94903

Executive Director  
Richardson's Bay Regional Agency  
c/o Marin Community Development Department  
3501 Civic Center Drive, Room 308  
San Rafael, CA 94903

14. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties.

15. **Interpretation.** The headings used herein are for reference. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California.

16. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

17. **Compliance with Laws.** In the performance of this Agreement, COUNTY shall observe and comply with all applicable Federal, State and local laws, ordinances, and Codes.

18. **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

19. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

**IN WITNESS WHEREOF**, this Agreement was executed by the parties hereto as of the date first above written.

COUNTY:

AGENCY:

\_\_\_\_\_  
County Administrator

\_\_\_\_\_  
Executive Director

**EXHIBIT "A"**  
**COMPENSATION**

<b>Title</b>	<b>Hourly Rate (Fully Benefited)*</b>	<b>10% Indirect Cost</b>	<b>Total Hourly Rate</b>
Harbor Master	\$76.75	\$7.68	\$84.43

*\*3.0% COLA increase anticipated effective July 1, 2019*

# **RICHARDSON'S BAY REGIONAL AGENCY**

## **STAFF REPORT**

For the meeting of: February 14, 2019

**To:** RBRA Board of Directors

**From:** Beth Pollard, Executive Director

**Subject:** Resolution No. 01-19 accepting \$100,000 from the County of Marin, and approving the associated budget adjustment, for purposes of conducting a marine-ecology based mooring feasibility and planning study.

**STAFF RECOMMENDATION:**

Approve resolution, with appreciation to the Marin County Board of Supervisors to enable the mooring study to be conducted.

**BACKGROUND:**

At the meeting of January 10, 2019, the RBRA Board of Directors authorized execution of a contract with Merkel & Associates, Inc. to conduct a marine-ecology based mooring feasibility and planning study, upon the availability of funding for the \$100,000 cost. On January 15, 2019, the Board of Supervisors authorized the allocation of \$100,000 for the study.

Approval of the resolution authorizes the acceptance of the funds from the County, and an adjustment in RBRA's fiscal year 2018-19 budget to allow the funds to be expended.

**NEXT STEPS:**

RBRA continues to seek funding for the \$40,000 cost to conduct 2019 Bathymetric and Eelgrass Surveys to incorporate into the study this Spring. The City of Sausalito has said it is willing to contribute, contingent upon RBRA member cities contributing, but additional funds from outside organizations are also needed and are being sought.

Attachments:

Draft Resolution No. 01-19

# **RICHARDSON'S BAY REGIONAL AGENCY**

## **RESOLUTION NUMBER 01-19**

### **OF THE RICHARDSON'S BAY REGIONAL AGENCY**

**ACCEPTING \$100,000 FROM THE COUNTY OF MARIN, AND AUTHORIZING AN INCREASE IN ITS FISCAL YEAR 2018-19 BUDGET OF \$100,000 IN REVENUE AND EXPENSE APPROPRIATIONS, FOR PURPOSES OF A MOORING FEASIBILITY AND PLANNING STUDY**

WHEREAS, on January 10, 2019, the Board of Directors of the Richardson's Bay Regional Agency ("Agency") authorized execution of a professional services agreement with Merkel & Associates, Inc. to perform a Mooring Feasibility and Planning Study, upon the availability of funding; and

WHEREAS, on January 15, 2019, the Board of Supervisors of the County of Marin authorized the appropriation of \$100,000 to be transferred to the Agency to make funds available to the Agency for the cost of the mooring study,

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Agency accepts the receipt of \$100,000 from the County of Marin, authorizes in its fiscal year 2018-19 budget an increase of \$100,000 in revenue and expense appropriations for purposes of a Mooring Feasibility & Planning Study.

PASSED AND ADOPTED by the Board of Directors of the Richardson's Bay Regional Agency on February 14, 2019.

CERTIFICATION:

\_\_\_\_\_  
Kathrin Sears - Vice Chair

\_\_\_\_\_  
Beth Pollard – Executive Director

**RICHARDSON'S BAY REGIONAL AGENCY**  
**STAFF REPORT**

For the meeting of: February 14, 2019

**To:** RBRA Board of Directors  
**From:** Beth Pollard, Executive Director  
**Subject:** Presentation to the Enforcement Committee of the Bay Conservation and Development Commission (BCDC)

**STAFF RECOMMENDATION:**

Review and provide direction on draft presentation.

**BACKGROUND/DISCUSSION:**

The Richardson's Bay Regional Agency, along with the City of Sausalito and Audubon California, has been asked by the Bay Conservation & Development Commission (BCDC) to make presentations to its Enforcement Committee on February 21, 2019. The Enforcement Committee consists of six members of the Commission. The stated purpose is to inform the Committee about current plans and activities because of BCDC's jurisdiction and interest in Richardson's Bay.

Staff has drafted the attached power point presentation, with some advice from BCDC staff about what information may be of interest to the Committee. We are seeking guidance from the Board about any desired revisions or additions.

There has been communication between RBRA and the City of Sausalito about the respective presentations to the Committee, and considering areas of alignment.

**NEXT STEPS:**

The Enforcement Committee meeting is scheduled for Thursday, February 21, 2019, from 9:30 am to 12:30 pm, at the Bay Area Metro Center, First Floor, 375 Beale Street, San Francisco. The public is invited to attend. Attending for RBRA will be Chair Winter, Harbor Administrator Bill Price, and me. Also scheduled to attend are Marin Sheriff Lt. Scott Harrington, and Rev. Paul Mowry from the Sausalito Presbyterian Church – in addition to officials from the City of Sausalito.

Attachment:

Draft Power Point Presentation





## Richardson's Bay Regional Agency

February 21, 2019  
DRAFT Presentation to BCDC Enforcement Committee

Richardson's Bay Regional Agency  
(RBRA)

Formed in 1985 to locally and jointly manage  
the waters of Richardson's Bay

	<p>Belvedere City Council Member Marty Winter</p>	<p>Mill Valley City Council Member Jim Wickham</p>
	<p><b>JPA Board of Directors</b></p>	
	<p>Tiburon Town Council Member Jim Fraser</p>	<p>County of Marin Supervisor, District 3 Kathrin Sears</p>
	<p><b>How is it governed?</b></p>	
	<p>Joint Powers Agency comprised of all the agencies on Richardson's Bay shoreline, except Sausalito – which withdrew from JPA July 2017.</p>	

## Local Resources

- ❑ FY 18-19 Budget: \$701,896
- ❑ \$200,00: SAVE reimbursements, Boating & Waterways
- ❑ Includes \$415,196 from member agencies:
  - ❑ County: 65.4%
  - ❑ Tiburon: 15.4%
  - ❑ Belvedere: 11.5%
  - ❑ Mill Valley: 7.7%
- ❑ Marin County Sheriff Marine Patrol Unit

## Successes

- Good water quality test results
- Own pump-out vessel
- Obtain and utilize funds from State Boating & Waterways to abate marine debris and abandoned vessels
- Rapid response program to address vessels in distress
- Special Anchorage Association formation and efforts to improve vessel conditions and mariner safety

## Current Conditions

- 
- Approximately 200 vessels in RBRA waters
  - Estimated  $\pm$  50% lived aboard
  - New vessels arriving from other waterways
  - Removal of vessels – average 70/year

## Challenges

### Overabundant Supply Of Vessels

- Continuous stream of vessels at the end of their useful life
- Boats acquired for as little as \$10
- Little incentive to turn them in
- Don't have to demonstrate wherewithal acquire a boat
- Limiting options in anchorages, harbors and marinas due to:
  - Enforcement actions
  - Tightened requirements
  - Cost of slip fees
  - Capacity

## Challenges

Eelgrass and other marine ecology considerations from anchored vessels

Unsecured vessels affect the safety of persons and property

## Challenges

**Limited Housing Alternatives**

- Housing in short supply
- Supply of affordable, subsidized, and supportive housing needs exceed availability

## Challenges

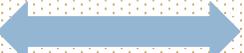
Consideration for people on the anchorage

Varying intentions and capacities

Resource:  
Rev. Paul Mowry  
Sausalito Presbyterian Church, who engages with people on the anchorage

## Challenges

Cultural, Social or Values Tension:

Liveaboard anchorage  open water

On one end: History of vessel habitation before regulations; some have lived on bay for decades

On another end: Policies that bay is not for residential use; concerns about ecology, safety and free use

Middle area: Is there a path that respects the concerns of both ends

## RBRA: Seeking resolution - 2018

- **Adopted Guiding Principles:** *Relationships with stakeholders; regard for specialized experience and knowledge; concern for impact on lives and on environmental conditions; communication between RBRA and the community; opportunities for collaboration; fiscal responsibility; deliberate speed in achieving results; regard for implementation, enforcement and maintenance; meeting protocols*
- **Conducted community engagement and work sessions on options for Board direction**

RBRA Goals & Direction	
Goals	Direction
Improve health, safety, and management of the bay	Pursue the potential for secure moorings as a means to achieve the goals

Mooring Advantages	
Health of the Bay	Safety in the Bay
Proper placement, location and equipment to minimize impacts on eelgrass	Appropriate mooring equipment properly placed and maintained diminishes risk of vessels breaking loose

## Mooring Advantages

### Management

Through a mooring system, can readily identify authorized and unauthorized vessels

Means of implementing vessel requirements – monitoring, notification, and enforcement

## Informing Mooring Potential

Marine ecology-based mooring feasibility and planning study underway by  
Merkel & Associates  
Includes Sausalito waters

## Marine-ecology mooring study

In light of eelgrass, bathymetry, wind & waves, birds, and any other marine ecology conditions, what are advisable/inadvisable....

- Mooring locations
- Mooring equipment/technique
- Overall capacity for moorings/vessels
- Transiting between vessels and shore via motorized or non-motorized skiffs

## Other RBRA Steps

Ordinance with vessel requirements:

- Seaworthy
- Operable
- Adequate sanitation facilities
- Registration

## Other RBRA Steps

November 8, 2018:

RBRA Board Resolution No. 10-18 setting priorities for efforts to improve marine health and safety through enforcement

Priorities:

- Unoccupied marine debris
- Unattended/unused mooring balls and floats
- Unregistered vessels
- Unattended and unoccupied vessels

## Other RBRA Steps

- Communication with the City of Sausalito, and with the Richardson's Bay Special Anchorage Association and members of the anchorage community
- Other stakeholder communication & engagement
- NOAA Marine debris removal grant application

## RBRA Next Steps

Apply study findings to make informed decisions about pursuing moorings:

- If; and if so, where, how many, what type
- Liveaboard, unoccupied vessels and/or transient vessel utilization of moorings
- Mooring requirements
- Shore access
- Achieving congruence with policies, plans and regs
- Financially sustainable management and enforcement

## RBRA Request to BCDC

Recognize:

- Challenges to the management and enforcement of vessels on Richardson's bay
- Local agency efforts for local solutions to improving health, safety, and management of the bay
- Moorings as a potential means of achieving enforcement and improved health, safety, and management

rbra.ca.gov

Board Meetings: 2<sup>nd</sup> Thursday, 5:30 pm  
Tiburon Town Hall (Back-up: Belvedere City Hall)

# **RICHARDSON'S BAY REGIONAL AGENCY**

## **STAFF REPORT**

For the meeting of: February 14, 2019

**To:** RBRA Board of Directors  
**From:** Beth Pollard, Executive Director  
**Subject:** First reading of proposed ordinance updating definitions, providing for vessel conditions required for mooring and anchoring in Richardson's Bay, and amending the location of appeal hearings.

### **STAFF RECOMMENDATION:**

Conduct first reading of a proposed ordinance to amend Richardson's Bay Regional Agency Code Section 1.04.020, Definitions; amending Title 3, Vessels, to add Section 3.04.050, Vessel Conditions and Requirements; and amending Title 6, Section 6.04.050, Nuisance Code; and schedule merit hearing for March 14, 2019.

### **BACKGROUND:**

At its meeting of June 14, 2018, the Board conducted a work session to seek public comment on, among other things, conditions that should be required for vessels that are on Richardson's Bay. Based on the public comments, at its meeting of July 25, 2018, the Board of Directors directed staff to draft an ordinance that establishes requirements for vessels on Richardson's Bay. The particular priorities are that vessels be seaworthy and operable, that they contain adequate sanitation facilities, that decks be free of loose materials, and that the requirements for current and valid registration be locally stated.

At its meeting of October 11, 2018, the Board reviewed and provided direction on draft ordinance language. A draft ordinance incorporating these changes was transmitted to the United States Coast Guard, the California State Lands Commission, and the California Division of Boating & Waterways of the Department of Parks and Recreation. Neither the Coast Guard nor the State Lands Commission had comments for revision; at this time, staff does not anticipate any proposed revisions from Boating & Waterways, which has committed to completing its review prior to the Board's February meeting.

### **DISCUSSION:**

#### Definitions

The ordinance contains definitions for seaworthy, operable, and adequate sanitation facilities that are based on public comments as well as review of other agencies'

provisions. Also included in the ordinance are revisions to some definitions that are now in the code, for clarification purposes, including:

- Reflecting the departure of the City of Sausalito from the Agency
- Adding a definition of “discharge” and “sewage”
- Amending the definition of “houseboat” to add the presence of a “pontoon, flat-bottomed hull or similar configuration”
- Updating the definition of “vessel”

#### Vessel Condition and Requirements

Title 3, Vessels, of RBRA’s code is amended to require that vessels be seaworthy, operable, contain an adequate marine sanitation device, and have current and valid state/federal registration. It authorizes the Harbor Master to make some exceptions for vessels using the anchorage as a temporary safe harbor with good faith efforts underway to bring the vessel into compliance. Vessels that fail to comply would be subject to RBRA’s Nuisance Abatement procedures.

#### Nuisance Abatement Hearing Location

RBRA’s Nuisance Code, Title 6, provides for nuisance abatement procedures for non-complying vessels. The code currently states the hearing location as the Sausalito Council Chambers. The ordinance amendment would allow the hearing to take place in another location in Marin County; one of the member cities or County of Marin that would be named on the abatement notice to the vessel owner.

#### **ANALYSIS:**

##### Vessel Condition

Unseaworthiness is already considered a cause for declaring a vessel to be marine debris under Section 550 – 551 of the California Harbors & Navigation Code. The purpose of including a seaworthy definition in RBRA’s code is to more clearly define expectations for vessel owners on Richardson’s Bay. Additionally, the wording of RBRA’s definition is drawn in part from the guidelines established by the Richardson’s Bay Special Anchorage Association (SAA) for its certification program. The seaworthy definition contains the requirement that decks be free of loose debris, which was one of the priorities that emerged from public comment.

In addition to unseaworthy, vessels that “are not reasonably fit or capable of being made fit to be used as a means of transportation by water” are considered marine debris under Section 550. RBRA’s proposed ordinance would also more clearly define what is required to be considered operable on Richardson’s Bay, and to fully clarify that vessels must be in operable condition.

The United States Coast Guard requires that vessels have adequate marine sanitation devices. In addition, vessels are required to be registered with the California Department of Motor Vehicles or the Coast Guard. The purpose of

including these requirements in RBRA's code is to reinforce these as critical local standards.

#### Temporary Safe Harbor

There are situations where vessel owners seek temporary safe harbor in Richardson's Bay because their vessels are in distress and require repairs; in these situations the vessels may not be seaworthy or operable. The proposed ordinance allows temporary provisions for these circumstances when the Harbor Master determines that good faith efforts are being made to rectify the inadequate conditions.

#### Effective Date

An ordinance would normally become effective 30 days after its second reading, which with the Board's current schedule, the second hearing – or merit hearing - would be one month after its first reading. The Board has the option to defer the effective date of the ordinance if it wishes to time it with other Board actions or other considerations.

#### **NEXT STEPS:**

The ordinance would be scheduled for a merit hearing and adoption.

If at a later date the Board decides to establish requirements for mooring or anchoring on the bay, such as location or technique or other conditions, an additional ordinance can be introduced and adopted at that time.

#### Attach:

Draft Ordinance

New ordinance language in **bold**

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE RICHARDSON'S BAY REGIONAL AGENCY  
UPDATING DEFINITIONS, PROVIDING FOR VESSEL CONDITIONS REQUIRED FOR  
MOORING AND ANCHORING IN RICHARDSON'S BAY, AND AMENDING THE  
LOCATION OF APPEAL HEARINGS

WHEREAS, it is a goal of the Richardson's Bay Regional Agency ("Agency") to have a safe, healthy, and well-managed Richardson's Bay ("Bay"); and

WHEREAS, the Agency conducted a public process to help identify current conditions that inhibit the Agency in achieving its goal, and to assist the Agency in defining what vessel conditions are necessary for the Bay to be safe and healthy; and

WHEREAS, as a result of the public process, the Agency has determined that vessels that are unseaworthy or inoperable, or lack an adequate sanitation device pose health and safety risks and hazards to other vessels and persons on the Bay, to the ecology of the Bay, to docks and other property on the shore, and to public safety and other personnel; and

WHEREAS, the Agency has authority to establish rules and regulations for anchoring and mooring in the Bay; and

WHEREAS, the Agency wishes to amend its ordinances to update its definitions, to establish vessel conditions required for mooring and anchoring in the Bay for the health and safety of persons, property, and the environment, and to amend the location of its appeal hearings to reflect the departure of the City of Sausalito from the Agency,

NOW, THEREFORE, BE IT HEREBY ORDAINED that the Board of Directors of the Richardson's Bay Regional Agency does hereby ordain as follows:

SECTION I. Section 1.04.020, Definitions, is hereby amended to add or revise the following definitions:

**Adequate vessel sanitation facility: An operable marine sanitation device or portable toilet approved by the United States Coast Guard as suitable to prevent direct discharge of human waste into Richardson's Bay.**

Agency: Refers to the Richardson Bay Regional Agency established by Joint Powers Agreement in July 1985, **and amended July 2018 to reflect the withdrawal of the City of Sausalito from the Agency.**

**Discharge: To spill, leak, pump, pour, emit, empty, dump, deposit, or throw.**

**Houseboat: A structure in the water, ~~floating or not floating~~, **that has a pontoon, flat-bottomed hull or similar configuration**, and is generally not used for recreational or active navigational use.**

**Mooring: A means of fixing a floating vessel to the bottom in one location, temporarily or permanently, by use of cable lines, chains, anchors, weights, or other equipment, remaining attached to the bottom and not carried aboard such vessel as regular equipment when underway, **and through its resistance to drag maintains a vessel within a given radius.****

**Operable: A vessel's ability to maneuver safely under its own power, using only its usual and customary equipment, from any place within the jurisdiction of the Richardson's Bay Regional Agency to an inspection site authorized by the Harbor Master, and back to its point of origin.**

**Person: Any person, firm, association, organization, partnership, business trust, corporation or company, **singular and plural.****

**Seaworthy: Operational thru hulls, hoses and sea cocks; bilge pumps are operational and free of oil; no loose debris or materials on deck; hull, keel, decking, cabin and mast are structurally sound and vessel is free of excessive marine growth, excessive delamination or excessive dry rot that compromises its integrity to stay intact and afloat without extraordinary measures; capable of transportation to avoid striking vessels, persons, and or property should it break free from its anchor.**

**Sewage: Human body wastes and the wastes from toilets and other receptacles intended to receive or retain body waste.**

**Vessel: ~~A structure designated to be navigable upon water.~~ **Includes every description of watercraft or other artificial contrivance that is designed and principally intended for use as a means of transportation by water.****

SECTION II. Title 3, Vessels, is hereby amended to add the following:

### **3.04.050 Vessel Condition and Requirements**

- a. **Vessels anchored or moored in Richardson's Bay shall be seaworthy, operable, and contain an adequate vessel sanitation facility. Exceptions may be granted by the Harbor Master at his/her discretion following his/her determination that the owner of the vessel is using the bay as a temporary safe harbor and making a good faith effort to bring the vessel into compliance.**

- b. Vessels anchored or moored in Richardson's Bay shall have current and valid registration with the California Department of Motor Vehicles or with the United States Coast Guard.**

SECTION III. Title 6, Nuisance Code, is hereby amended as follows:

Section 6.04.050 Hearing Notice/Notice to Abate, subsection b, is amended to change the location to appear before the Richardson Bay Regional Agency Board to delete reference to Sausalito, and instead read as follows:

YOU ARE HEREBY NOTIFIED to abate said condition to the satisfaction of the Harbor Master within \_\_\_\_ days of the date of this Notice or to appear before the Richardson Bay Regional Agency Board in the ~~Sausalito Council Chambers, 420 Lido Street, Sausalito,~~ \_\_\_\_\_, **Marin County**, California.

SECTION IV. Effective Date

This ordinance shall be and is hereby declared to be in full force and effect as of thirty (30) days from and after the date of its passage and shall be published once before the expiration of fifteen (15) days after its passage, with the names of the board members voting for and against the same in the Marin Independent Journal, a newspaper of general circulation published in the County of Marin.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Richardson's Bay Regional Agency held on the \_\_\_\_ day of \_\_\_\_\_, 201\_ by the following vote:

AYES: BOARD MEMBERS

NOES:

ABSENT:

\_\_\_\_\_  
CHAIR, BOARD OF DIRECTORS

ATTEST:

\_\_\_\_\_  
CLERK

# **RICHARDSON'S BAY REGIONAL AGENCY**

## **STAFF REPORT**

For the meeting of February 14, 2019

**To:** Board of Directors  
**From:** Beth Pollard, Executive Director  
**Subject:** 2019 Work Plan

**STAFF RECOMMENDATION:**

Intended for information only.

**BACKGROUND/DISCUSSION:**

At its meeting of January 10, 2019, the Board reviewed and provided direction on a 2019 work plan drafted by staff. The direction included adding stakeholder engagement, enforcement, financing, and regulatory congruency as well as confirming moving forward with adoption of an ordinance in the first part of the year. The added items are in **bold** in the attached work plan document.

**Richardson's Bay Regional Agency  
Board of Directors  
2019 Work Plan**

In 2019, the Board's objectives are:

- **Stakeholder engagement**
- **Enforcement pursuant to priorities**
- Initiate, draft or establish policy direction on:
  - Mooring locations that will be permitted/not permitted
  - Maximum number of moorings that will be permitted
  - Type(s) of mooring equipment that will be permitted
  - Conditions to consider in transiting from vessel to shore
  - Vessel usage of moorings (i.e. liveaboard, unoccupied, transient)
  - Vessel condition and other requirements for permitted use of moorings
  - Mooring ownership, installation, inspection, maintenance, removal – public, private or both
  - Mooring transition, management and finance plan
- **Identify resources to support policy direction**

January – June

- Conduct and complete a marine-ecology based Mooring Feasibility & Planning Study
- Conduct policy discussion about allowed uses for any potential moorings that may be permitted (i.e. liveaboard, unoccupied, transient)
- **Adopt an ordinance to update and clarify vessel requirements**
- **Review enforcement priorities and plans**

July – December

- Conduct policy discussion on:
  - Mooring locations
  - Number of moorings
  - Vessel and mooring requirements
- If pursue moorings:
  - Consider management options for mooring ownership, installation, inspection, and maintenance (i.e. public, private, or both)
  - Develop an ordinance establishing mooring requirements
  - Prepare a mooring transition, management and finance plan
- **Evaluate compatibility of policy discussion outcomes with existing policies, plans and regulations; determine next steps**