

RICHARDSON'S BAY REGIONAL AGENCY

Thursday September 14, 2017

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

Belvedere City Hall 450 San Rafael Ave Belvedere, CA 94920

The Richardson's Bay Regional Agency 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 an atmosphere of respect by not booing, whistling or clapping; by adhering to speaking time limits; and by silencing your cell phone.

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

AGENDA

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

1. Approval of the minutes of the May 16, 2017 and September 1, 2017 Special Meetings
2. Presentation regarding Community Efforts
 - a. 10 Minutes allocated to presentation from representative of the Community
3. Review report of Harbor Administrator
 - a. Budget report YTD, approval of prior year expenditures for July 1, 2016-June 30, 2017 and current year expenditures for July 1, 2017-August 31, 2017.
4. Staff report by Dan Eilerman, Asst. County Administrator (& Interim Executive Director)
 - a. Approval of contract for Executive Director services
5. Public comments invited concerning items NOT on this Agenda (3-minute limit)
6. Board member matters

NEXT MEETING: To be determined.

A COMPLETE AGENDA PACKET IS AVAILABLE FOR VIEWING ON THE RBRA WEBSITE <http://rbra.ca.gov>, AND AT THE SAUSALITO CITY LIBRARY. TO RECEIVE AN ELECTRONIC MEETING NOTICE, PLEASE EMAIL REQUEST TO DON ALLEE AT dallee@marincounty.org

**Marin County Community Development Agency, 3501 Civic Center Dr. Room 308, San Rafael, CA 94903
Cell 415/971-3919 bprice@marincounty.org**

RICHARDSON'S BAY REGIONAL AGENCY

DRAFT MINUTES OF MAY 16, 2017

SPECIAL MEETING

HELD AT SAUSALITO CITY HALL CHAMBERS

MEMBERS PRESENT: Erin Tollini (Tiburon); Marty Winter (Belvedere); Kathrin Sears (Marin County); Jim Wickham (Mill Valley); Jill Hoffman (Sausalito)

ABSENT: None

STAFF: Dan Eilerman, (Interim Executive Director); Bill Price (Harbor Administrator);

ADDITIONAL: Jenna Brady (Marin County Counsel)

Meeting called to order at 5:30 PM.

Minutes of February 9, 2017 and April 5, 2017 Special Meeting

Both draft minutes were approved unanimously.

Presentation regarding Community Efforts

Member Sears reported that she and Member Wickham held a meeting with Alden Bevington and Heather Richard; that it was important to have ongoing communication in order to have a productive relationship with the anchor out community. She mentioned a follow up with Health and Human Services and Member Wickham discussed the mission of the RBRA.

Alden Bevington said it was great to interface with the sub-committee and work toward an encompassing vision that could work for all parties involved, and he reported that the Richardson Bay Safe Anchorage Association was meeting at the Bay Model monthly, and working on obtaining 501(C)3 status.

Harbor Administrator's Report

Jim Wickham asked about the charges on the 55' ferrocement vessel, and Staff explained the reasons for the expenses (rapid response, towing to San Rafael, regular boatyard disposal costs). Doug Storms said that none of the boats disposed of were within his group's safety guidelines, and stated that money could have been saved by making sure everyone followed those guidelines. The report was accepted unanimously.

Prior expenditures: July 2016 – April 30, 2017

The expenditure report was accepted unanimously.

Staff report on 2017-18 Budget

Mr. Eilerman provided a brief synopsis of his report that outlined two options for the budget moving forward. Option A included Sausalito's continued contribution and support, and Option B required increased member contributions in light of Sausalito's impending withdrawal. He

mentioned the success of the Enhanced Enforcement Plan which had resulted in the removal of over 108 vessels as well as many unoccupied moorings. He advised the Board that the city managers had recommended the revised numbers in Option B, and that they had also recommended hiring an Executive Director to lead a planning process to guide the agency going forward. Member Hoffman announced that Sausalito planned to abstain from voting on the budget since they would not be a member of the RBRA in the upcoming fiscal year. Member Wickham said that he had been out with Sausalito PD on a boat count and there was a noticeable change with 170 vessels counted versus the 260 vessels counted one year prior. He felt the steps were paying off and wanted to develop a plan that would benefit Sausalito and the public. He recognized the need for more funding moving forward.

Mr. Eilerman felt that there was great staff cooperation and felt a mutual aid plan was essential to maintain positive trajectory. He recommended a new strategic planning process with clearly defined guiding principles that would be brought forward by the new Executive Director. Member Hoffman wanted to work out details of a cooperative work plan, including timelines and milestones, mooring balls, use of workboat and rates for staff. Member Wickham asked that community outreach be considered a crucial part of the process, and Member Sears requested that guiding principles would be a focus moving forward. Mr. Eilerman said that the specific details for a working relationship with Sausalito would be considered and brought back to the Board for discussion. Member Winter asked that that discussion included sharing the SAVE grant funds still retained by Sausalito.

Mr. Bevington asked why no one had asked the anchor outs regarding a census, since they had the best information. Doug Storms said that the numbers don't explain the situation, since certain categories of boats and boaters create problems. Jeff Chase said that he was going to form a small craft harbor district, and he wanted to see democracy come back. Chad Carvey said that the recent reduction in vessel count shows positive change, and he asked if the RBRA could move forward without affecting the lives of boat dwellers. Robert Roark said that anchor outs are portrayed as drug addicts and scofflaws because they don't pay to live out there. He said that he had been targeted, illegally boarded, and towed by the RBRA.

Member Wickham stated that all the enforcement agencies work the same way, and that they will continue to cooperate. Chair Tollini said there was no intent to target anchor outs, and she was confident that the dialog would continue to flow with positive direction.

The Motion to approve the FY 2017-18 budget with Option B passed with four ayes and Member Hoffman abstaining.

Elect New Chair and Vice Chair

Member Sears nominated Member Winter for chair, and Member Wickham nominated member Sears for vice chair. Both were approved with member Hoffman abstaining.

Erin Tollini was recognized for her years of exceptional service and contributions to the RBRA, and everyone wished her well in her move to Washington DC.

Public Comments not on agenda

David McGuire of Sharkwatch said that eelgrass was the equivalent of a coral reef in the bay, and he wanted all parties to come together to protect the resource. Penny Hathaway of the Floating Homes Association voiced her support of the agencies involved in removal of abandoned vessels and mooring balls. Mr. Carvey referred to the Marinscope and SF Chronicle articles showing overwhelming positive support and indicating the resurgence of eelgrass in the bay. Mr. Chase said the articles were full of slander and libel and made it look like anchor outs were responsible for the leopard shark die-off. He also said that the anchor outs were not represented as low income-housed citizens in Sausalito, and that there was a huge change in Sausalito's new nautical ordinances since many of the codes advanced from infraction to misdemeanor violations. Bob Lorenzi stated that a designated anchorage can't be turned into a garden, and that eelgrass areas should be marked to keep boats out. Barbara Saltzman, representing the Marin Audubon Society, said that eelgrass changes annually, no one knows why, and that more specific science was on the horizon.

Staff Comments

None

Board Member Matters

Member Sears offered a "shout out" to Jeff Jacobs for his participation and contributions in the recent sea level rise conversations.

The meeting was adjourned at 7:01 PM.

RICHARDSON'S BAY REGIONAL AGENCY

DRAFT MINUTES OF SEPTEMBER 1, 2017

SPECIAL MEETING

HELD AT MARIN COUNTY CIVIC CENTER BOARD CHAMBERS

MEMBERS PRESENT: Marty Winter (Belvedere); Kathrin Sears (Marin County); Jim Fraser (Tiburon); Jim Wickham (Mill Valley, participating via conference call)

ABSENT: None

STAFF: Dan Eilerman, (Interim Executive Director)

ADDITIONAL: None

Special Meeting called to order at 9:01 AM.

Public Comments Not on Agenda

Bob Lorenzi questioned why a full agenda was not available online or at the Sausalito Library regarding the meeting. Alden Bevington commented that the Richardson's Bay Anchorage Association is alive and active and looks forward to working with whoever may be selected for the position of Executive Director.

Staff Comments

Dan Eilerman clarified this was a special closed session meeting to interview potential candidates for Executive Director of the RBRA. No formal action would be taken. Any proposed contract would return to the full Board for consideration at a subsequent public meeting. As such, there is not any agenda material beyond the agenda and notice itself.

The special meeting adjourned to closed session to conduct interviews.

The meeting was formally adjourned at 11:14 AM with nothing to report from closed session.

RICHARDSON'S BAY REGIONAL AGENCY

HARBOR ADMINISTRATOR'S REPORT

September 7, 2017

WORKING RELATIONSHIPS

- **Boating and Waterways** – Awarded \$250K in SAVE Grant funds for FY 2017-19. Chair Winter executed final approval and we are awaiting the return of all DBW-signed documentation which will allow us to proceed with scheduled disposals. 2) Received \$15K fund assist from Tuolumne County, which paid for the emergency abatements we accomplished over the summer. 3) The offer of a fund assist from City of Avalon of @\$21,700 was rescinded at the last minute as they decided to use the funds themselves. 4) Went to Sacramento and met with the Director of the Department Parks and Recreation in an effort to keep the Division of Boating as a separate, functional piece within Parks and Rec. rather than letting them merge the Division, thereby losing its boat-centric focus.
- **USCG** – meeting regularly with Abandoned Vessel Group, with reps from MSO and Sausalito PD in attendance
- **MSO and SPD** – 1) Getting geared up to start working on Marine Debris Vessels now that the grant is approved and funds can be accessed. 2) working with SPD to see if RBRA can use their new mapping tools to identify and track vessels in RBRA waters

DEBRIS REMOVAL

- Local beaches are being cleaned by the Adult Offender Work Program “volunteers” on a regular basis
- 20 vessels were disposed since 5/16/17. 10 Marine Debris; 3 AWAFF (sunk, beached storm related); 7 VTIP
- 3 additional small unregistered sunken vessels, an electric toy truck and 1 derelict dock were disposed of
- 2 boats are currently impounded
- 3 boats stored for disposal

RAPID RESPONSE

- 2 large boats, 1 split in half ski boat and 2 small vessels recovered

WATER QUALITY

- Almost finished with the Fall 2017 water tests. Preliminary results are very good, with good results in the Gates Coop area due to the recent rehabilitation project. We had one spiked water test at Schoonmaker Point beach following the heat spell earlier in June.

OTHER

- With the help of the AOWP crew, cleaned Arambaru Island of the abandoned irrigation piping and debris left over from a project. 30 yards of debris disposed of.
- Assisted in removal of a semi truck that had rolled into the water at the Sausalito Art Fair. No petrochemical spill occurred and the driver was not aboard at the time of the accident.
- Accepted for disposal a large 46' derelict fishing boat converted to grow house from Galilee Harbor, with the understanding that the owner would pay for all disposal expenses. Without intervention, this vessel would have created numerous problems on the anchorage.

Richardson Bay Regional Agency

RBRA Vessel Disposal List: April - September 7 2017

Date	Name	Type	Amount	Condition	Location
4/22/2017	GLASS DOCK	10' X 18' dock	\$250.00	sunk - aban. - MDV	Sausalito anchrge
5/5/2017	MCCLEAN CHRISCRAFT	28' f/g powerboat	\$5,575.00	abandoned - MDV	MC anchorage
5/6/2017	LITTLE BEAR	25' f/g sailboat	\$794.95	VTIP	Belvedere
5/6/2017	NANAIMO	24' f/g powerboat	\$0.01	VTIP	Sausalito harbor
5/6/2017	PETRIFIED	30' f/g sailboat	\$891.20	VTIP	Marin harbor
5/27/2017	ISLANDER 26	26' f/g sailboat	\$1,435.00	sunk - abnd. - SAVE	Belvedere beach
5/27/2017	RUTH	44' wood powerboat	\$3,413.81	VTIP - owner paid	Sausalito harbor
6/26/2017	WINDIGO	28' f/g sailboat	\$3,450.25	sunk - abnd. - MDV	Belvedere beach
6/27/2017	FIFI, + 3 BOATS	24' wooden sailboat	\$1,845.00	MDV	Sausalito anchrge
		20' dory,Hobie,skiff 16			
7/19/2017	LA PHE YACHT	28' f/g powerboat	\$2,700.00	VTIP - aban. - MDV	Marin harbor
7/22/2017	ELUSIVE DREAM	32' wooden sailboat	\$658.07	VTIP	Marin harbor
7/22/2017	TAPATIA	25' f/g sailboat	\$589.60	burned - aban. - MDV	Marin anchorage
8/14/2017	TILICUM	28' f/g sailboat	\$2,700.00	MDV	Marin anchorage
8/17/2017	SANS SOUCI	40' wood sailboat	\$3,500.00	VTIP	Marin harbor
7/25/2017	SKI BOAT	18' ski boat		MDV	Belvedere
8/4/2017	WILSON BAYLINER	22' runabout		MDV	Marin anchorage
8/12/2017	12 X 12' dock and electric car			MDV	Tiburon
9/7/2017	BIG CHRIS - NO NAME	60' ChrisCraft **	\$5,000.00	MDV - Rapid Resp.	Belvedere

22 vessels total \$15,147.67

** final bills not received

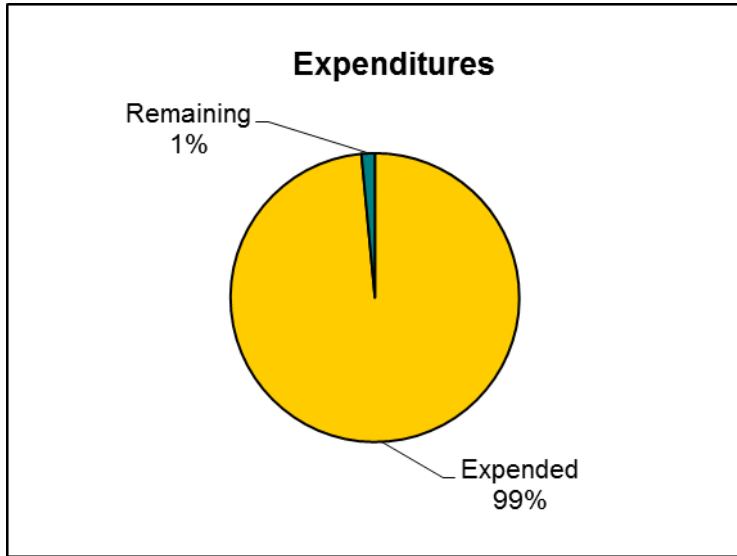
RBRA Balance Sheet

	FY 2016-17 Year-end			FY 2017-18 YTD July 1-August 31, 2017		
Revenues	FY 16-17 Budget	Year End Actuals	Over/(Under) Budget	FY 17-18 Budget	FY 17-18 Actuals YTD	Projected FY 17-18 Actuals
Interest Pooled Invest	\$300	\$666	\$366	\$300	\$0	\$300
Slip Rentals	\$7,000	\$11,389	\$4,389	\$7,000	\$1,420	\$7,000
Other Sales & Services	\$6,000	\$10,370	\$4,370	\$6,000	\$1,960	\$6,000
Intergovt Revs-State	\$202,800	\$212,211	\$9,411	\$202,800	\$0	\$202,800
Intergovt Revs-Local	\$289,100	\$282,101	(\$6,999)	\$345,997	\$226,282	\$345,997
Total Revenues	\$505,200	\$516,737	\$11,537	\$562,097	\$229,662	\$562,097

	FY 16-17 Budget	Year End Actuals	Over/(Under) Budget	FY 17-18 Budget	FY 17-18 Actuals YTD	Projected FY 17-18 Actuals
Expenditures						
Professional Services	\$481,334	\$477,264	(\$4,070)	\$522,772	\$19,045	\$522,772
Insurance Premiums	\$17,000	\$14,983	(\$2,017)	\$17,000	\$0	\$17,000
Communication	\$2,400	\$3,339	\$939	\$2,400	\$91	\$2,400
Rental & Oper Leases	\$32,000	\$34,105	\$2,105	\$32,000	\$4,760	\$32,000
Prof. Devel. Expenses	\$600	\$350	(\$250)	\$600	\$350	\$600
Travel & Meetings	\$2,200	\$768	(\$1,432)	\$1,100	\$149	\$1,100
Publication	\$2,400	\$0	(\$2,400)	\$1,200	\$0	\$1,200
Office Expenses	\$350	\$462	\$112	\$350	\$72	\$350
Maint. & Repair-Equip	\$8,000	\$6,769	(\$1,231)	\$8,000	\$851	\$8,000
Oil and Gas	\$600	\$681	\$81	\$600	\$113	\$600
Total Expenditures	\$546,884	\$538,720	(\$8,164)	\$586,022	\$25,430	\$586,022

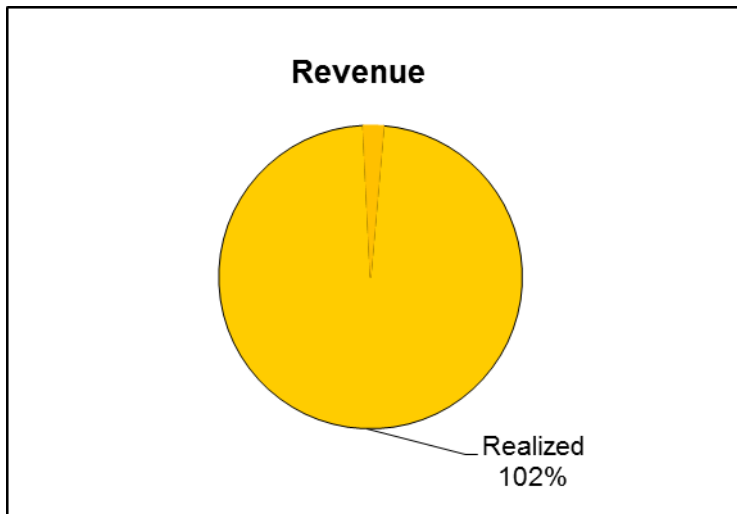
Estimated Use of Fund Balance	\$41,684	\$21,983	(\$19,701)	\$23,925	(\$204,232)	\$23,925
Beginning Fund Balance 7/1/16	\$85,608					
FY 16-17 Revenue	\$516,737					
FY 16-17 Expense	<u>(\$538,720)</u>					
Ending Fund Balance 6/30/17	\$63,625					

FY 2016-17 Year End Budget June 30, 2017



Expenditures vs. Adopted Budget

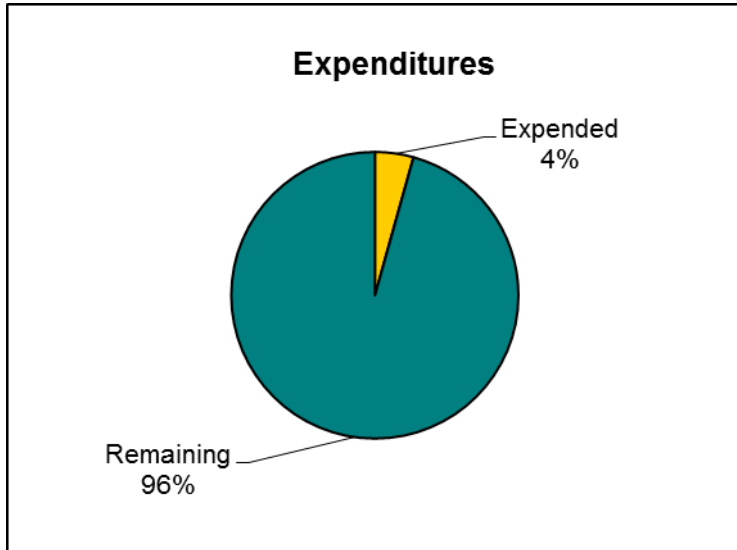
Expenditures	\$538,720
Adopted Budget	\$546,884



Realized Revenue vs. Budgeted Revenue

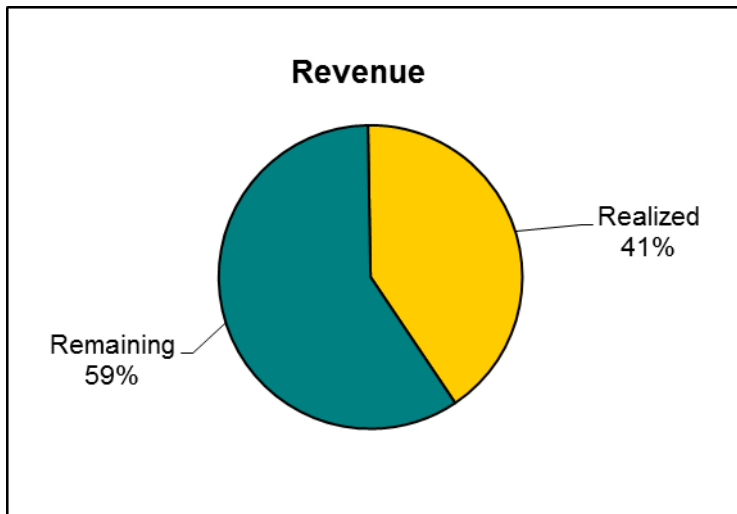
Realized Revenue	\$516,737
Budgeted Revenue	\$505,200

FY 2017-18 Current Year Budget August 31, 2017



Expenditures vs. Adopted Budget

Expenditures	\$25,430
Adopted Budget	\$586,022



Realized Revenue vs. Budgeted Revenue

Realized Revenue	\$229,662
Budgeted Revenue	\$562,097

RICHARDSON'S BAY REGIONAL AGENCY

MEMORANDUM

September 14, 2017

To: RBRA Board

From: Dan Eilerman, Asst. County Administrator (& Interim RBRA Executive Director)

Board Actions Requested: (1) Accept report, and (2) Approve not-to-exceed contract of \$232,500 for up to three years for part-time Executive Director in support of the RBRA

BACKGROUND: At your Board meeting of May 16, 2017, staff provided an update regarding the enhanced enforcement program and your Board approved a FY 2017-18 RBRA Budget including revised member contributions given the City of Sausalito's withdrawal from the agency, which became effective June 30, 2017. Your Board also elected Member Marty Winter as Chair and Member Kate Sears as Vice Chair to serve two-year terms commencing July 1, 2017.

The FY 2017-18 budget carries forward last year's modified budget, includes continuance of the enhanced enforcement initiative budget change proposal from FY 2016-17, and also includes \$75,000 for a new 0.25 FTE part-time professional executive director. Adoption of the FY 2017-18 budget in May allowed staff to transition toward identification of a more permanent executive director. While staff had prepared a proposed executive director contract with Mr. Rod Gould to appear on your July 13, 2017 agenda, Mr. Gould withdrew from consideration for personal reasons. We also experienced an unexpected quorum issue that caused cancellation of the July 13 meeting.

On September 1, 2017 your Board held interviews for potential Executive Director candidates and directed staff to explore the potential of a multi-year contract with one of the candidates.

Proposed New Executive Director Contract

On the agenda this evening is a recommended professional services agreement for your Board's consideration for Ms. Beth Pollard to provide part-time executive director services to the RBRA through June 30, 2019 with an option for an additional year through June 30, 2020. First among Ms. Pollard's priorities would be to develop a work plan to bring to your Board for consideration outlining a strategic planning process to occur in coming months to guide the agency's future direction. Civic engagement will be an important component of this strategic planning process, and Ms. Pollard would develop a process to identify and engage members of the community in these planning efforts.

Ms. Pollard has a 36-year career in municipal government, including 12 years as City Manager at the City of Albany; 7 years as Town Administrator with the Town of San Anselmo; and most recently served as Interim City Manager with the Town of Belvedere. Community engagement in waterfront visioning and creation of City Council strategic plans are among the projects that have prepared Ms. Pollard for the challenges of the RBRA Executive Director position. Compensation through June 30, 2018 would not exceed \$75,000 and is included in the FY 2017-18 budget. Compensation for the second year of her engagement would be \$77,500. The proposed contract includes an option for a third year of services through June 30, 2020, unless said option is terminated by one of the parties prior to June 30, 2019. Compensation in the third year would be \$80,000.

Ms. Pollard's Scope of Services (please see Exhibit A of the attached contract) includes a focus on engaging your Board in the strategic planning efforts briefly described above. Outreach to the community and to the City of Sausalito as stakeholders will be important components of this effort. Ms. Pollard would serve as executive director of the RBRA, leading and coordinating efforts to ensure effective administration and supervising the Harbor Administrator. Among other duties, the executive director would:

- Develop a process to identify and engage members of the community in strategic planning efforts;
- Conduct interviews with RBRA and involved County staff, with RBRA Board Members, and engage with the San Francisco Bay Conservation & Development Commission (BCDC) and other relevant agencies and key stakeholders as appropriate;
- Provide leadership and facilitation in discussing potential alternative structures and governance of the RBRA, reviewing issues with RBRA counsel and considering amendments to ordinances and/or the JPA agreement as necessary for your Board's consideration;
- Work to identify alternative sources of funding, potentially including additional State funds, to aid in enforcement, abatement and administration; and
- Consider potential next steps in the agency's enforcement efforts.

In short, the executive director would aim to work with Board Members and stakeholders to determine a strategic vision for the agency and would bring proposed JPA amendments or ordinance changes to the Board for consideration. With Ms. Pollard's long tenure as a highly-respected professional administrator, she is uniquely suited to assume this role and would enjoy the strong support of the City/Town Managers working group. Ms. Pollard is in attendance this evening and is available for any questions your Board may have.

FISCAL IMPACT: Funding for the proposed contract is included in the FY 2017-18 RBRA budget. Ms. Pollard would work at the rate of \$150 per hour for up to 500 hours, for a not-to-exceed contract value of \$75,000, through June 30, 2018. Years 2 and 3 of the proposed contract include increases of \$5 per hour for what would be not-to-exceed contract amounts of \$77,500 and \$80,000, respectively.

Should your Board not wish to approve the contract, staff would need to work with your Board to identify an alternative executive director candidate in coming months.

(Attachment – Executive Director contract)

**COUNTY OF MARIN
PROFESSIONAL SERVICES CONTRACT
2015 - Edition 1**

THIS CONTRACT is made and entered into this ____ day of ____, 2017, by and between the COUNTY OF MARIN, hereinafter referred to as "County" and Beth Pollard, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, County desires to retain a person or firm to provide the following service: consulting services to the County in support of the Richardson Bay Regional Agency (RBRA); and

WHEREAS, Contractor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the Contract made, and the payments to be made by County, the parties agree to the following:

1. SCOPE OF SERVICES:

Contractor agrees to provide all of the services described in **Exhibit A** attached hereto and by this reference made a part hereof.

2. FURNISHED SERVICES:

The County agrees to:

- A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
- B. Make available all pertinent data and records for review.
- C. Provide general bid and Contract forms and special provisions format when needed.

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract. Contractor shall provide County with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

4. MAXIMUM COST TO COUNTY:

In no event will the cost to County for the services to be provided herein exceed the maximum sum of **\$232,500** in the up-to three-year contract period, including direct non-salary expenses, for a two-year engagement with an option for an additional third year to June 30, 2020, unless said option is terminated by one of the parties prior to June 30, 2019. As set forth in section 14 of this Contract, should the funding source for this Contract be reduced, Contractor agrees that this maximum cost to County may be amended by written notice from County to reflect that reduction.

5. TIME OF CONTRACT:

This Contract shall commence on **October 1, 2017**, and shall terminate on June 30, 2019 with an option for an additional third year to **June 30, 2020** unless said option is terminated by one of the parties prior to June 30, 2019. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

Commercial General Liability:

Unless waived pursuant to Exhibit C, the Contractor shall maintain a commercial general liability insurance policy in the amount of \$1,000,000 (\$2,000,000 aggregate). The County shall be named as an additional insured on the commercial general liability policy.

Commercial Automobile Liability:

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor, Contractor shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability, in the amount of \$1,000,000.00.

Workers' Compensation:

The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance, a letter of self-insurance, or a copy of the Certificate of Consent to Self-Insure shall be provided to County prior to commencement of work.

Errors and Omissions, Professional Liability or Malpractice Insurance.

Contractor may be required to carry errors and omissions, professional liability or malpractice insurance.

All policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to a "claims made" basis. The insurer shall supply County adequate proof of insurance and/or a certificate of insurance evidencing coverages and limits prior to commencement of work. Should any of the required insurance policies in this Contract be cancelled or non-renewed, it is the Contractor's duty to notify the County immediately upon receipt of the notice of cancellation or non-renewal.

If Contractor does not carry a required insurance coverage and/or does not meet the required limits, the coverage limits and deductibles shall be set forth on a waiver, **Exhibit C**, attached hereto.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of this Contract. In addition to any other available remedies, County may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

7. ANTI DISCRIMINATION AND ANTI HARASSMENT:

Contractor and/or any subcontractor shall not unlawfully discriminate against or harass any individual including, but not limited to, any employee or volunteer of the County of Marin based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any subcontractor understands and agrees that Contractor and/or any subcontractor is bound by and will comply with the anti-discrimination and anti-harassment mandates of all Federal, State and local statutes, regulations and ordinances including, but not limited to, County of Marin Personnel Management Regulation (PMR) 21.

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the County except for any subcontract work identified herein. If Contractor hires a subcontractor under this Contract, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Contract and shall require subcontractor to name Contractor and County of Marin as an additional insured under this Contract for general liability. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the County evidence of same.

9. ASSIGNMENT:

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the County.

10. LICENSING AND PERMITS:

The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

11. BOOKS OF RECORD AND AUDIT PROVISION:

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall

be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Contract. Contractor will permit County to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from County. Contractor shall refund any monies erroneously charged.

12. WORK PRODUCT/PRE-EXISTING WORK PRODUCT OF CONTRACTOR:

Any and all work product resulting from this Contract is commissioned by the County of Marin as a work for hire. The County of Marin shall be considered, for all purposes, the author of the work product and shall have all rights of authorship to the work, including, but not limited to, the exclusive right to use, publish, reproduce, copy and make derivative use of, the work product or otherwise grant others limited rights to use the work product.

To the extent Contractor incorporates into the work product any pre-existing work product owned by Contractor, Contractor hereby acknowledges and agrees that ownership of such work product shall be transferred to the County of Marin.

13. TERMINATION:

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the County may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

14. APPROPRIATIONS:

The County's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Marin County Board of Supervisors, the State of California or other third party. Should the funds not be appropriated County may terminate this Contract with respect to those payments for which such funds are not appropriated. County will give Contractor thirty (30) days' written notice of such termination. All obligations of County to make payments after the termination date will cease.

Where the funding source for this Contract is contingent upon an annual appropriation or grant from the Marin County Board of Supervisors, the State of California or other third party, County's performance and obligation to pay under this Contract is limited by the availability of those funds. Should the funding source for this Contract be eliminated or reduced, upon written notice to Contractor, County may reduce the Maximum Cost to County identified in section 4 to reflect that elimination or reduction.

15. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performance of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent Contractor and not as officers, employees or agents of the County. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and workers' compensation.

16. AMENDMENT:

This Contract may be amended or modified only by written Contract of all parties.

17. ASSIGNMENT OF PERSONNEL:

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as is evidenced in writing.

18. JURISDICTION AND VENUE:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

19. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold County, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's negligence, recklessness or willful misconduct in the performance of this Contract.

County agrees to indemnify, defend, and hold Contractor harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's performance of this Contract and not the result of Contractor's negligence, recklessness or willful misconduct or Contractor's actions or inactions that are in performance of this Contract and at the direct request of RBRA or County.

20. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions: including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Board of Supervisors Resolution #2005-97 prohibiting the off-shoring of professional services involving employee/retiree medical and financial data affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the Contract Manager referenced in section 21. In addition, the following NOTICES may apply:

1. Pursuant to California Franchise Tax Board regulations, County will automatically withhold 7% from all payments made to vendors who are non-residents of California.
2. Contractor agrees to meet all applicable program access and physical accessibility requirements under State and Federal laws as may apply to services, programs or activities for the benefit of the public.
3. For Contracts involving any State or Federal grant funds, Exhibit D must be attached. Exhibit D shall consist of the printout results obtained by search of the System for Award Management at www.sam.gov.

Exhibit D - Debarment Certification

By signing and submitting this Contract, the Contractor is agreeing to abide by the debarment requirements as set out below.

- The certification in this clause is a material representation of fact relied upon by County.
- The Contractor shall provide immediate written notice to County if at any time the Contractor learns that its certification was erroneous or has become erroneous by reason of changed circumstances.
- Contractor certifies that none of its principals, affiliates, agents, representatives or contractors are excluded, disqualified or ineligible for the award of contracts by any Federal agency and Contractor further certifies to the best of its knowledge and belief, that it and its principals:
 - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency;

- Have not been convicted within the preceding three-years of any of the offenses listed in 2 CFR 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses listed in 2 CFR 180.800(a);
- Have not had one or more public transactions (Federal, State, or Local) terminated within the preceding three-years for cause or default.
- The Contractor agrees by signing this Contract that it will not knowingly enter into any subcontract or covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- Any subcontractor will provide a debarment certification that includes the debarment clause as noted in preceding bullets above, without modification.

21. NOTICES:

This Contract shall be managed and administered on County's behalf by the Department Contract Manager named below. All invoices shall be submitted and approved by this Department and all notices shall be given to County at the following location:

Contract Manager: Matthew H. Hymel, County Administrator
County Administrator's Office
3501 Civic Center Dr. #325
 Dept./Location: San Rafael, CA 94903
 Telephone No.: (415) 473-6358

Notices shall be given to Contractor at the following address:

Contractor: Beth Pollard
640 Spokane Avenue
 Address: Albany, CA 94706
 Telephone No.: (510) 812-6284

22. ACKNOWLEDGEMENT OF EXHIBITS

Check applicable Exhibits

		CONTRACTOR'S INITIALS
<u>EXHIBIT A.</u>	<input checked="" type="checkbox"/> <u>Scope of Services</u>	<u>BP</u>
<u>EXHIBIT B.</u>	<input checked="" type="checkbox"/> <u>Fees and Payment</u>	<u>BP</u>
<u>EXHIBIT C.</u>	<input checked="" type="checkbox"/> <u>Insurance Reduction/Waiver</u>	<u>BP</u>
<u>EXHIBIT D.</u>	<input type="checkbox"/> <u>Contractor's Debarment Certification</u>	
<u>EXHIBIT E.</u>	<input type="checkbox"/> <u>Subcontractor's Debarment Certification</u>	

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

CONTRACTOR:

By: Beth Pollard
 Name: Beth Pollard
 Title: Consultant

**APPROVED BY
COUNTY OF MARIN:**

By: _____
 Judy Arnold, President, Board of Supervisors

.....
COUNTY COUNSEL REVIEW AND APPROVAL (required if template content has been modified)

County Counsel: APPROVED AS TO FORM
[Signature] Date: 9/8/17

EXHIBIT "A"

SCOPE OF SERVICES (required)

Serving at the pleasure of the Richardson Bay Regional Agency (RBRA) Board of Directors, provide professional consulting services to the County of Marin in support of the RBRA, in the form of executive management of the RBRA that includes the following:

- Serve as Executive Director of the RBRA, leading and coordinating efforts to ensure effective administration of the RBRA and supervising the Harbor Administrator.
- Engage the RBRA Board in strategic planning efforts to guide the agency's future direction, including consideration of next steps in the agency's enhanced enforcement initiative.
- Conduct interviews with RBRA, County staff, including the Marin County Sheriff's Office, interviews with RBRA Board Members, and conversation with the San Francisco Bay Conservation & Development Commission (BCDC) and other relevant agencies and key stakeholders as appropriate.
- Provide leadership and facilitation in discussing potential alternative structures and governance of the RBRA.
- Explore the legal framework and background documents of the RBRA; review issues with RBRA legal counsel, and consider amendments to ordinances and/or the JPA agreement as necessary.
- Conduct meetings with the City Managers of the three Member Agency Cities/Towns and the County Administrator's Office, the Marin County Sheriff's Office, staff and any subcommittees of the RBRA Board, before making any preliminary recommendations on strategy going forward.
- Lead community engagement efforts as a component of continued RBRA enhanced enforcement and strategic planning efforts.
- Work to identify alternative sources of funding, potentially including additional State funds, to aid in enforcement, abatement and administration.
- Provide liaison to the City of Sausalito as a stakeholder in the strategic planning process, and to ensure effective operation of the RBRA and to avoid duplication of efforts.
- General assistance, management and advice as requested.

EXHIBIT "B"

FEES AND PAYMENT SCHEDULE (required)

COUNTY shall pay CONTRACTOR as follows:

- (1) **BASE CONTRACT FEE.** COUNTY shall pay CONTRACTOR a contract fee of: \$150 per hour for up to 500 hours not to exceed \$75,000 during FY 2017-18; and \$155 per hour for approximately 500 hours not to exceed \$77,500 for FY 2018-19. CONTRACTOR shall be paid monthly in an amount equal to the annual contract amount prorated by the number of months in the contract year, which commences October 1, 2017.
 - a. Unless terminated by one of the parties prior to June 30, 2019, Contract shall include an option for an additional third year to June 30, 2020, in which case COUNTY shall pay CONTRACTOR a contract fee of \$160 per hour for approximately 500 hours not to exceed \$80,000 for FY 2019-20.
- (2) **MILEAGE.** COUNTY shall not pay CONTRACTOR for travel by private, leased or hired vehicle as required by this Contract.
- (3) **TRAVEL COSTS.** COUNTY shall not pay CONTRACTOR for meals, lodging or other travel costs not included in this Contract. All costs above base contract fee (the not to exceed limit) are capped at (not applicable).
- (4) **AUTHORIZATION REQUIRED.** Services performed by CONTRACTOR and not authorized in this Contract shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Contract is amended by both parties in advance of performing additional services.
- (5) **MAXIMUM CONTRACT AMOUNT.** The maximum term of this Contract is June 30, 2020 unless the option for a third year is terminated by one of the parties prior to June 30, 2019. The maximum amount payable to Contractor under this Contract for this period shall not exceed \$232,500 unless the option for a third year is terminated, in which case the maximum term will be June 30, 2019 and the maximum contract amount will be \$152,500.

EXHIBIT "C"

INSURANCE REDUCTION/WAIVER (if applicable)

CONTRACTOR:

CONTRACT TITLE: COUNTY OF MARIN PROFESSIONAL SERVICES CONTRACT

This statement shall accompany all requests for a reduction/waiver of insurance requirements. Please check the box if a waiver is requested or fill in the reduced coverage(s) where indicated below:

	Check Where Applicable	Requested Limit Amount	CAO Use Only
General Liability Insurance	X	\$1 million aggregate	
Automobile Liability Insurance		\$ 500,000	
Workers' Compensation Insurance	X		
Professional Liability Deductible	X	\$	

Please set forth the reasons for the requested reductions or waiver.

Limited risk; hold harmless provisions of contract sufficient for services provided.

Contract Manager Signature: *Matymel*

Date: 9/8/17

Extension: 6358

Approved by Risk Manager: *Maria Boshare*

Date: 9/8/17