

# **RICHARDSON'S BAY REGIONAL AGENCY**

## **SPECIAL MEETING**

Thursday, September 15, 2016

5:30 P.M. to 7:00 P.M.

Sausalito City Council Chambers 420 Litho Street Sausalito, CA

***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. Minutes of June 9, 2016 RBRA Meeting
2. Review report of Harbor Administrator
3. Approval of prior expenditures for July - September, 2016
4. Update on status of the 2016/17 SAVE Grant
5. Resolution approving a Pass-Through Grant of SAVE funds from San Mateo Harbor District
6. Staff report by Rod Gould, Interim Executive Director, RBRA
7. Report on the Marin County Civil Grand Jury report on the RBRA website
8. Approval of contract for continued Executive Director services through June 30, 2017
9. Public comments invited concerning items NOT on this Agenda (3-minute limit)
10. Staff comments
11. Board member matters

**NEXT MEETING:** Tentatively planned for November 10, 2016. Board members please review your calendars and advise Staff as to your availability.

***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](mailto:dallee@marincounty.org)***

# **RICHARDSON'S BAY REGIONAL AGENCY**

**DRAFT MINUTES OF JUNE 9, 2016**

**HELD AT SAUSALITO CITY HALL CHAMBERS**

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

**ABSENT:** None

**STAFF:** Bill Price (Harbor Administrator); Ben Berto (RBRA Clerk)

**ADDITIONAL:** Matthew Hymel, Marin County Administrator; Jenna Brady (Marin County Counsel)

Meeting called to order at 5:35 PM. Recess to closed session for conference with legal counsel concerning litigation. Re-convened at 6:00 PM. Chair Tollini advised the public that there was nothing to report out of the closed session.

## **Minutes of April 14, 2016 Meeting**

Minutes were approved unanimously

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

Mr. Price explained that grant funds had been sourced through City of Vallejo and Port San Luis. He was looking into additional funds from the Port of SF, hoping to cover the gap in funding until October when the SAVE Grant was expected to be available. He advised the Board that a new motor for the pump-out boat would be an upcoming expense to keep the waste aweigh program operational. He outlined his efforts to sell scrap steel to a metal recycler, noting that the cost of the tow to the scrapyard would not be offset by revenue for the scrap. He also updated the Board on the Strawberry Channel markers, which needed replacement. He was looking into the (non-RBRA) agency responsible to restore the channel to a safe navigable waterway. Member Winter asked if a more detailed report on vessels at West Shore Road could be generated. Mr. Price clarified that virtually all of the Rapid Response Program vessel actions involved the West Shore Road area. Member Wickham asked if information on vessel warnings could be reported as well.

Chad Carvey gave a verbal report on the anchor-outs efforts to make the anchorage better. Orlie Lindgren complimented Member Sears on her efforts to give credit to anchor-out efforts in the report. He also asked what part the RBRA played in the recent task force operation in the Bay. Kevin Kiffer felt the task force operation was unnecessary. He wanted to know why RBRA pays for the Waste Aweigh boat and felt that RBRA shouldn't maintain the channel markers for Aramburu Island which was an illegal land development.

Alden Bevington asked if the PowerPoint presentation given to the SF Bay and Delta Area Committee was available to the public. Mr. Price said that it was an old presentation that was created for a BCDC meeting over 5 years ago that was focused on vessel disposal methods. Doug Storms said that he was collecting data to encourage smart decisions. He felt that the anchor-outs deserved a seat at the table; it would elicit trust and help bring them in as part of the solution. Kemal Abuhan felt that RRBA should prioritize channel markers and no wake zones, with more signs and lights on all the markers. Member Sears agreed that that was a good idea. She also brought up the website upgrades and stressed continuing work to improve it within budget realities.

The report was accepted unanimously.

#### **Prior expenditures: April - June 2016**

Mr. Price explained the high costs associated with this disposal of the 95 ton steel vessel Boxer and reminded the Board that hiring outside contractors always results in higher invoices due to the overhead costs and profit margins that are not considered when vessels are disposed of "in house".

The expenditure report was accepted unanimously.

#### **Amend FY 2016 budget revenues and expenditures to accept \$59,000 in SAVE Grant funding**

Mr. Berto gave a brief report outlining the additional SAVE funds that had been sought and successfully obtained by the Harbor Administrator to fill the gap in funding to the end of the fiscal year, for which a budget amendment was necessary to accept and spend. Efforts were continuing to find additional funding until October. Member Sears commended Staff on combing the State to find more money.

Mr. Lindgren said that he has a lot of experience working with a non-profit searching out grants, and said he would like to work for the RBRA in that capacity.

The Amendment was passed unanimously.

#### **Adoption of Fiscal Year 2016-2017 Budget**

Matthew Hymel began the overview discussion by pointing out that there would be two budgets to consider, but the baseline budget was the first step in the process, and an enhanced enforcement option could be considered at later meetings. The baseline budget did not increase local contributions. Within the budget the main increases were for cost of living and legal. Reserves would be needed to match the minor increases in the baseline budget.

Bob Lorenzi asked what enhanced enforcement meant, and Mr. Hymel answered that it would be additional enforcement beyond what is being done currently. Mr. Abuhan asked if there was a dock in the new budget, and Chair Tollini answered that it was a baseline budget only. Barbara Salzman stated that she supported increased enforcement. Mr. Kiffer said that there was no documentation pertaining to the use of federal assets in the Budget. Mr. Lindgren advised that risk management should be inserted in the budget, since there were legal liabilities with the

channel, etc. Mr. Storms felt there should be a line item for community involvement and that money could have been saved with the Boxer vessel if the community was more involved. Mr. Carvey spoke on the enforcement topic, stating that despite meetings with Lt Fraass, a quasi-military operation was mounted on the anchorage. He asked the Board to imagine if they had been woken up at home by uniformed officers with machine guns, and he asked to avoid more such operations.

Member Weiner said that the budget should include enforcement and does not, and that 35% of the vessels removed should be from Sausalito's waters, since they paid 35% of the budget. He outlined a new updating process he wanted Staff to follow on boats removed, from where, and boat posting. He also demanded that all abatement funds should be handled through Sausalito PD and the County Sheriff. He concluded saying that Sausalito would be voting "No" on the proposed baseline budget because it does not have enforcement.

Member Sears said that at the last meeting an enforcement budget had been proposed and felt that it was ironic that Sausalito voted against that budget proposal. She said this barebones budget was to keep the Agency going while (hopefully) fruitful discussions toward an enhanced enforcement budget proceeded. She said the dial wouldn't move without cooperative efforts from everyone. Member Winter said Member Weiner was pushing dynamic actions, but that Sausalito communication was lacking - he doesn't know what they want. Member Wickham stated that abatement funding should be routed through this regional agency, and he wanted to hear from law enforcement what their program would be to utilize SAVE funds. He also wanted to know more about the task force operation. Member Tollini said that since the initial Mooring Field discussions, there had been a conscious RBRA effort to shift toward outreach and then enforcement in response to Sausalito's concerns. Sausalito is still saying no and voting against every budget proposal, which she considered disingenuous and counter-productive. She sincerely hoped Sausalito could be part of solutions going forward.

The baseline budget was approved, four ayes and one nay (Sausalito).

### **Public Comments**

Mr. Lorenzi stated that RBRA needed to coordinate with the anchor-outs and SPD to determine which ordinances would be applied in enhanced enforcement scenario. Scott Diamond said the situation was getting out of hand. He recalled the meetings with former SPD Chief Tejada as being fruitful, but felt that after the discussions of the mooring field stalled, the group had polarized and he felt City Manager Politzer was now trying to dump Sausalito's boats in the County waters.

Mr. Kiffer said that the plan provides no time limits for anchor-outs, and that it was unenforceable in any case since the Bay is a Federal enclave. He brought up the pesticide run-off and sewage spills from land, and said the public trust has become a debt service. He also held up a check allegedly incriminating Mr. Price, and said he had been in contact with the FBI. Mr. Carvey asked what the RBRA goal was for the anchorage and stated that his group's goal was a well-managed anchorage. Mr. Lorenzi said that Chair Tollini had mentioned a mooring field, but that his ideas weren't considered in the discussion and engendered no trust in the

process. Ms. Salzman made a point that the RBRA's job was to rid the bay of anchor-outs and anything less would be contrary to our responsibility to the public trust.

### **Staff Comments**

Mr. Berto stated that insofar as at least one RBRA Board member would be unable to attend the regular August meeting, it was likely that the date would have to be shifted. He would be communicating with Boardmembers to try to find a meeting when everyone was available.

### **Board Member Matters**

The meeting was adjourned at 7:35 PM.

**NOTE:** The next meeting of the RBRA is tentatively scheduled for **September 8, 2016 at 5:30 PM** at the Sausalito City Hall Chambers.

# RICHARDSON'S BAY REGIONAL AGENCY

## HARBOR ADMINISTRATOR'S REPORT

September 8, 2016

### WORKING RELATIONSHIPS

- **Boating and Waterways** – Worked with DBW and City of Vallejo to receive a Pass-Through Grant totaling \$26K in AWAFF funding. 2) Staff sourced an additional \$12K Pass-Through with San Mateo Harbor District to cover the vessel disposal costs incurred throughout the spring and summer, augmenting our budget to cover these costs until the 2017 SAVE Grant was put into force on September 6, 2016. 3) DBW allocated \$199,800 in SAVE Grant funding to the RBRA – available immediately.
- **MSO and SPD** – Regular meetings are taking place to coordinate enforcement efforts
- **State Parks** – Advised and assisted State Parks on a number of abandoned boats at Candlestick Park
- **USCG** – Attended regular meeting of USCG Abandoned Vessel Working Group

### DEBRIS REMOVAL

- 17 vessels were disposed since 6/3/2016
- 2 boats are currently impounded
- 2 boats stored for disposal

### RAPID RESPONSE

- 2 large and 3 small vessels recovered and secured. 1 vessel was disposed as MDV and one was recovered by owner after fees were paid and subsequently relocated to a marina.

### WATER QUALITY

- Fall 2017 dry weather testing is proceeding in conjunction with State Water Board.
- Gates Cooperative docks are finished, dredging has begun and 16 houseboats have been relocated. 22 additional vessels will be moved and the project will be complete in 2017.
- Weekly beach testing is proceeding at Schoonmaker Beach, and it will continue through October. One closure has occurred so far since April, but all the remaining water quality test results are well below closure levels

### OTHER

- Removed a 36' steel lifeboat / houseboat from a Sausalito marina through AWAFF. Sims Metal Recycling bought the scrap, and the clean hull was towed to their facility in Richmond. We originally estimated that the purchase price would offset the tow charge, but the cost to get it to Sims was \$950, and the price they paid for the steel scrap was \$241.50. In-yard scrap recycling is available on call and at no net cost to RBRA.
- Working on getting the Strawberry Channel markers restored through Marin Co. Public Works and Strawberry Rec District.
- Adapting to the new accounting program that County of Marin has adopted in July, 2016.

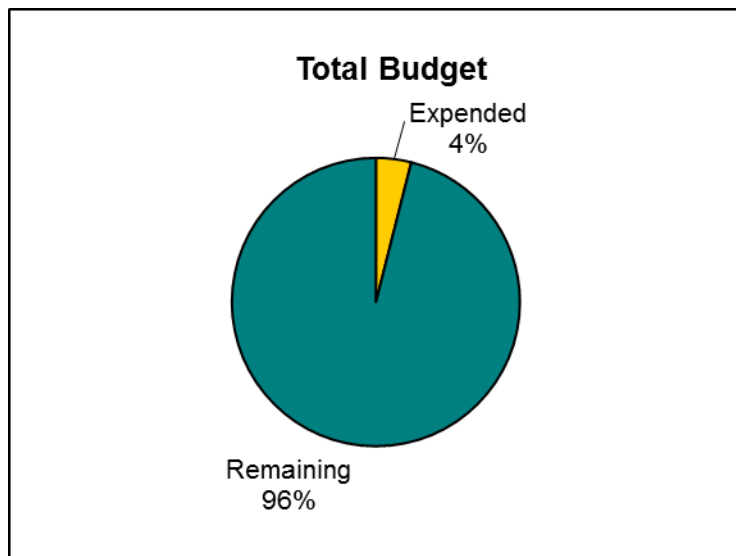
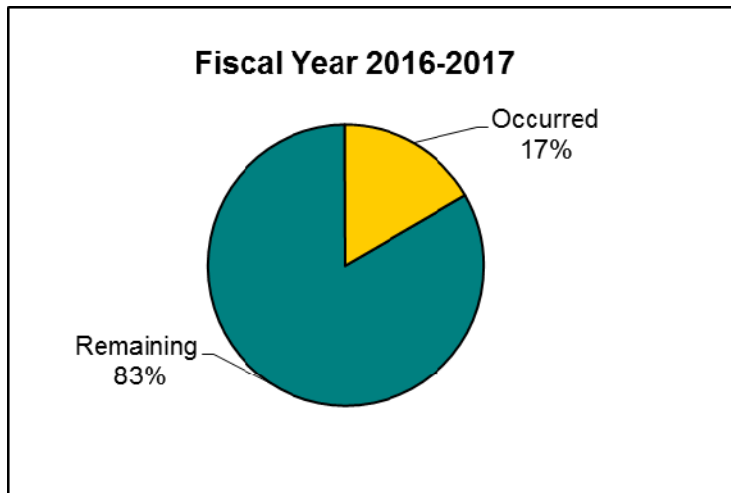
# RBRA Expenditure Report - July - August 2016

ACCOUNT	BUDGET	ACTUAL	AVAILABLE	% USED	AMOUNT
<b>REVENUES</b>					
Interest	-300	0.00	-300	0.00	-300.00
Mooring rentals	-7,000	-1,310.00	-5,690	18.70	-7,000.00
					-300.00 Mooring rent
					-150.00 Mooring rent
					-150.00 Mooring rent
					-100.00 Mooring rent
					-150.00 Mooring rent
					-160.00 Mooring rent
					-300.00 Mooring rent
State revenues	-202,800	0.00	-202,800	0.00	-202,800.00
Member dues	-269,100	-235,463.00	-33,637	87.50	-114,368.00 Marin Co. Dues 2017
					-269,100.00
					-26,910.00 Tiburon Dues 2017
					-94,185.00 Sausalito dues 2017
Reimb. services	-6,000	-437.50	-5,563	7.30	-6,000.00
					-437.50 COUCH SALVAGE
<b>EXPENDITURES</b>					
Communications	2,400	0.00	2,400	0.00	2,400.00
Broadband	0	174.57	-175	100.00	40.00 AT&T - Broadband
					134.57 AT&T - Fax, intrnt
Insurance	17,000	0.00	17,000	0.00	17,000.00
Vessel maint.	8,000	5,453.64	2,546	68.20	8,000.00
					75.18 boat repair
					77.09 boat repair
					5,301.37 H & M Marine - eng serv
Office expenses	350	13.13	337	3.80	350.00
					13.13 Fed Ex
Postage/shipping	0	15.75	-16	100.00	15.75 Fed Ex
Prof. Services	461,334	3,803.50	457,531	0.80	235.00 Survey
					235.00 Survey
					175.00 Day Labor - disposal
					461,334.00
					350.00 MT Head - Pump-out
					175.00 EMS - pump-out
					437.50 Parker Dive - RR Couch
					225.00 Day Labor - disposal
					500.00 Day labor - salvage
					530.00 Diego truck - tow boats
					941.00 Slip, salvage, disposal
Legal notices	2,400	0.00	2,400	0.00	2,400.00
Rental equipment	32,000	2,701.18	29,299	8.40	32,000.00
					564.03 Hertz - Backhoe rent
					722.11 Hertz - Backhoe rent
					579.59 Hertz - Backhoe rent
					835.45 Hertz - Backhoe rent
Rental - Office and slips	0	2,628.52	-2,629	100.00	480.00 Libertyship - Dry storage
					431.83 ICB - Office rent

Debris removal - HazMats	0	5,540.91	-5,541	100.00	160.32 Schoonmaker - slip 243.00 Schoonmaker - slip 430.69 ICB - Office rent 159.68 Schoonmaker - slip 243.00 Schoonmaker - slip 480.00 Libertyship - Dry storage 71.00 Bay Cities - debris remov. 1,498.65 Bay Cities - debris remov. 647.01 Contra Costa dump fees 1,642.60 Bay Cities - debris remov. 1,681.65 Bay Cities - debris remov.
Training	600	350.00	250	58.30	350.00 Conference fees CAHMPC 600.00
Conferences / Trav exp	2,200	128.16	2,072	5.80	2,200.00 24.95 Crew food 103.21 Crew food - Vol. lunch
Mileage	600	0.00	600	0.00	600.00
<b>Revenue Total</b>	<b>-485,200</b>	<b>-237,210.50</b>	<b>-247,990</b>	<b>48.90</b>	
<b>Expense Total</b>	<b>526,884</b>	<b>20,809.36</b>	<b>506,075</b>	<b>3.90</b>	

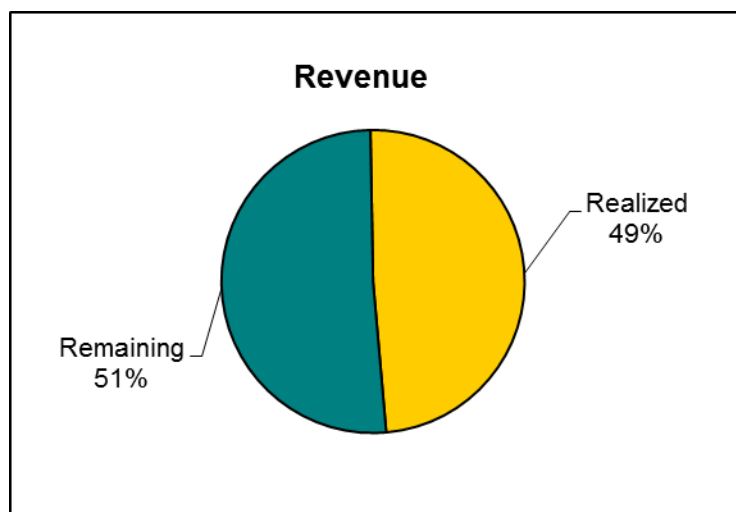


# Percent of Budget and Percent of FY2016-2017 as of September 1, 2017



### Expenditures vs. Adopted Budget

Expenditures	\$20,809
Adopted Budget	\$526,884



### Realized Revenue vs. Budgeted Revenue

Realized Revenue	\$237,211
Budgeted Revenue	\$485,200

Richardson's Bay Regional Agency

**RBRA Vessel Disposal List July - September 2016**

<b>Date</b>	<b>Name</b>	<b>Type</b>	<b>Amount</b>	<b>Condition</b>	<b>Location</b>
6/25/2016	TROJAN KAPPAS	28' wooden powerboat	\$677.95	sunk - abnd. - SAVE	MC harbor
6/25/2016	GREEN RUNABOUT	18' f/g runabout	\$530.49	abandoned - SAVE	Belvedere beach
6/28/2016	AR LIFEBOAT	36' steel houseboat	\$950.00	abandoned - SAVE	Sausalito harbor
7/6/2016	GLASSPAR	22' f/g powerboat	\$530.00	abandoned - SAVE	MC anchorage
7/6/2016	DORSETT	16' f/g runabout	\$1,150.00	sunk - abnd. - SAVE	Sausa. / MC anchorage
7/6/2016	DREAMER	26' f/g sailboat	\$647.01	abandoned - SAVE	Sausalito anchorage
7/17/2016	STRANGE CREW	24' f/g sailboat	\$564.03	abandoned - MDV	Aban - Corps dock
7/17/2016	SEAFARER	27' f/g sailboat	\$235.00	abandoned - MDV	MC anchorage
7/17/2016	CLIPPER SAIL	26' f/g sailboat	\$0.01	abandoned - SAVE	Sausalito harbor
7/17/2016	YAM - MAR DEBR	12' sunken inflateable	\$235.00	sunk - aban - MDV	Sausalito anchorage
7/23/2016	OWENS PHIL	40' wooden powerboat	\$722.11	sunk - abnd. - SAVE	Sausalito harbor
7/23/2016	KEWL BREAZ	40' wooden houseboat	\$1,219.65	abandoned - SAVE	Sausalito harbor
8/13/2016	ISLAIS BEAR	24' wooden sailboat	\$1,097.75	abandoned - SAVE	Aban - Corps dock
8/20/2016	HUNTER 44	44' wooden powerboat	\$890.45	sunk - abnd. - SAVE	MC anchorage
8/20/2016	PIRMAGRIN	28' f/g sailboat	\$1,214.60	abandoned - MDV	MC anchorage
8/31/2016	KLEIN SAIL	23' f/g sailboat - trailer	\$530.00	abandoned - SAVE	SR harbor
8/31/2016	LOCH POWERBOAT	22' f/g runabout - trailer	\$917.11	abandoned - MDV	SR harbor
<b>17 vessels total</b>			<b>\$12,111.16</b>		

All above expenses covered through Pass Through Grant from San Mateo Harbor District

2 additional vessels disposed of as VTIP through Clipper Yacht Harbor in Sausalito - expenses paid by owners

MDV = Marine Debris Vessel



# RICHARDSON'S BAY REGIONAL AGENCY

## RESOLUTION NUMBER 01-17

### OF THE RICHARDSON'S BAY REGIONAL AGENCY

APPROVING THE ACCEPTANCE OF GRANT FUNDS FROM THE STATE DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING AND WATERWAYS, FOR THE AMOUNT OF \$199,800 TO BE USED FOR THE SURRENDERED AND ABANDONED VESSEL EXCHANGE PROGRAM

WHEREAS, the Surrendered and Abandoned Vessel Exchange program (SAVE) has been an integral part of the RBRA's effort to reduce the number of abandoned boats since its inception; and

WHEREAS, the State Division of Boating and Waterways has accepted our application for \$199,800, available for use in this program, requiring a 10% matching contribution from the RBRA; and

WHEREAS, these funds will be available with a term from the Date Fully Executed, 2016 through September 30, 2018;

NOW, THEREFORE, BE IT RESOLVED, that the Richardson's Bay Regional Agency by adoption of this resolution hereby accepts Grant Contract # **C16S0613** for \$199,800 from the State Division of Boating and Waterways.

PASSED AND ADOPTED by the Board of the Richardson's Bay Regional Agency on August 10, 2016.

CERTIFICATION:

\_\_\_\_\_

\_\_\_\_\_

Erin Tollini - Board Chair

# RICHARDSON'S BAY REGIONAL AGENCY

## RESOLUTION NUMBER 02-17

### OF THE RICHARDSON'S BAY REGIONAL AGENCY

APPROVING THE ACCEPTANCE OF GRANT FUNDS FROM THE STATE DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING AND WATERWAYS, FOR AN ADDITIONAL AMOUNT OF \$12,112 TO BE USED FOR THE SURRENDERED AND ABANDONED VESSEL EXCHANGE PROGRAM

WHEREAS, the Surrendered and Abandoned Vessel Exchange program (SAVE) has been an integral part of the RBRA's effort to reduce the number of abandoned boats since its inception; and

WHEREAS, the State Division of Boating and Waterways has assisted in arranging for the transfer of unused grant funds from other agencies (San Mateo Harbor District) totaling \$12,112, available for use in this program, requiring a 10% matching contribution from the RBRA; and

WHEREAS, these funds will be available with a term from October 1, 2015 through September 30, 2016;

NOW, THEREFORE, BE IT RESOLVED, that the Richardson's Bay Regional Agency by adoption of this resolution hereby accepts Grant Contract Funding for \$12,112 from the State Division of Boating and Waterways, and amends the FY 2016-17 budget to include additional revenue and expenditures.

PASSED AND ADOPTED by the Board of the Richardson's Bay Regional Agency on September 15, 2016.

CERTIFICATION:

\_\_\_\_\_

Erin Tollini - Board Chair

\_\_\_\_\_

Ben Berto - Clerk

# RICHARDSON'S BAY REGIONAL AGENCY

## MEMORANDUM

September 9, 2016

**TO:** RBRA Board  
**FROM:** Ben Berto, RBRA Clerk  
**SUBJECT:** Marin County Civil Grand Jury report on the websites of Marin Joint Powers Authorities, including the RBRA.

Board members:

While your Board has more pressing matters on the agenda to consider at this meeting, one item that deserves some attention is the Marin County Civil Grand Jury's report on websites of Marin Joint Powers Authorities (or in RBRA's case, a Joint Powers Agreement). Released in March 2016, the Grand Jury report was critical of a number of JPA's websites on the bases of quality of online information such as budgets, audits, and board member information. RBRA's website was given an overall rating of "F" (link to report follows)

[http://www.marincounty.org/~media/files/departments/gj/reports-responses/2015/responses/webtransparencyrptcard/2015\\_16-web-transparency-report-card.pdf?la=en](http://www.marincounty.org/~media/files/departments/gj/reports-responses/2015/responses/webtransparencyrptcard/2015_16-web-transparency-report-card.pdf?la=en)

Unfortunately the lead up to and release of the report coincided with the acute and ongoing challenges RBRA is facing with its functions and budget. The first FY 2016-2017 RBRA draft budget included funds for website upgrades. Those had to be deleted with member jurisdictions' contribution flatlined in this year's budget.

Nonetheless, a response to the Grand Jury is warranted in the interests of open and transparent government, and to present RBRA's position on information available on its website.

The Grand Jury's web transparency checklist featured 10 criteria whereby Marin JPA's were evaluated. (see attached criteria checklist). The Grand Jury's assessment of RBRA's website was critical of site in the following areas:

Budget - missing  
Elected Officials - incomplete  
Administrative Officials - incomplete  
Audits – missing  
Contracts – missing  
Public Records – missing  
Revenue Sources – missing  
JPA Agreement – missing

The Grant Jury report did find the RBRA website to be adequate in the Overview and Meetings categories.

Staff has the following responses to each of the Grand Jury's alleged deficiencies:

**Budget - missing**

Response: Budgets for the last five fiscal years are currently, and have been, shown on the RBRA website. It is shown in the agendas for the meetings where the budget is proposed and adopted. Staff agrees that the budget should however have its own header, perhaps under general information, perhaps with current versus archived shown.

**Elected Officials - incomplete**

Response: Some of the issue is stylistic: how much website information is reasonable or should be devoted to Boardmember information? For example, how Boardmembers end up on the RBRA Board, how much they are compensated for doing so (nothing), and Boardmember biographies. Since the report, Staff has modified the website to show what Council or Board existing RBRA Boardmembers serve on. Interested parties can presumably infer that an RBRA Boardmember would need to be an elected official of the respective Council or Board they represent. This inference will be confirmed when the Joint Powers Agreement is posted on the RBRA website (see final criteria and response).

**Administrative Officials - incomplete**

Response: Staffing contact information is fairly complete. Similarly, staff compensation information is provided on the budget information which the Grand Jury missed.

**Audits – missing**

Response: The biennial audit can be shown on the RBRA website. Since the most recent fiscal year that has been audited is 2013, and an audit is underway for FY '14 and '15, staff suggests posting that audit when it is finalized, and thereafter posting the most recent audit.

**Contracts – missing**

Response: RBRA rarely enters into formal contracts. Should the new Executive Director's contract be posted on the RBRA website?

**Public Records – missing**

Response: Staff currently considers and processes information requests as subject to FOIA, regardless of whether or not the FOIA is referenced in the request. Given the resource-intensive nature of responding to FOIA requests, staff recommends continuing current protocols.

**Revenue Sources – missing**

Response: All revenue sources are clearly provided in the annual budget information currently on the website.

**JPA Agreement – missing**

Response: Staff agrees that the JPA agreement should be shown on the RBRA website.

Conclusion: A careful look at the RBRA website against the Marin County Civil Grand Jury's listed criteria should have resulted in RBRA receiving a grade of "C" or better, particularly once the current budget and JPA agreement are prominently posted.

While acknowledging the website could be improved with respect to certain the Grand Jury's stated criteria, RBRA of necessity continues to focus on its fundamental functions and makeup. Staff would also like to pursue other website functionality improvements, such as reconfiguring the website to better work with portable devices, or to function more interactively regarding potential programs. Currently no funding is available, but funding for improvements will be considered for inclusion with program options.

Recommendation: Direct staff to add current budget and JPA information to the RBRA website, and edit the above responses and forward to the Marin County Civil Grand Jury.



# RICHARDSON'S BAY REGIONAL AGENCY

## MEMORANDUM

September 8, 2016

**To:** RBRA Board  
**From:** Rod Gould, Interim Executive Director

**Board Actions Requested:** Approve general short term strategy for enhanced enforcement.

Direct that County Counsel complete legal update of RBRA authorities and ordinances.

Direct staff to coordinate with the Marin County Sheriff and Sausalito Police Department to determine protocols and coordinated response.

Direct staff to return to RBRA Board at next regularly scheduled meeting (11/10) with decision packages for discrete types of enforcement activities with resource needs, cost estimates, potential revenue options, projected outcomes and budget adjustments clearly spelled out.

Direct staff to conduct outreach to the marine community to gauge reaction to the proposed strategy and determine if there is a willingness to partner to implement it.

Amend management structure for RBRA substituting a part-time Executive Director for the part-time Agency Clerk to enhance operational focus, accountability, oversight and communication.

**Background:** Vessels have been continuously anchored in Richardson's Bay since the 1800s. Increased recreational, commercial and residential use after World War II brought calls for dealing with environmental, dredging, and public access problems in a unified approach. Five jurisdictions and the Bay Conservation and Development Commission (BCDC) guided and approved the Richardson Bay Area Specific Area Plan in April 1984. It called for the formation of a cooperative agreement among the agencies, which resulted in the establishment of the Joint Exercise of Powers Agreement known as the Richardson's Bay Regional Agency (RBRA) in July 1985, made up of Sausalito, Tiburon, Belvedere, Mill Valley and the County of Marin to implement the Specific Area Plan.

The Specific Area Plan declares all of Richardson's Bay as subject to the public trust, that private residential uses are not an approved public trust use, prohibits mooring for more than 72 hours without a permit, and concludes that "All anchor-outs should be removed from Richardson's Bay." Although

Richardson's Bay is identified on nautical charts as a federal anchorage, this prohibition on residential use is echoed in State law (McAteer-Petris Act) and the San Francisco Bay Plan, but has never been adequately enforced for lack of community interest, policy consensus, and resources.

The problems attendant with marine use of Richardson's Bay include, but are not limited to, the following:

- Environmental damage such as discharge of fuel, sewage, trash and hazardous materials, illegal dumping on the landside, and damage to eel grass beds;
- Marine safety, including navigational hazards such as drifting and sunken vessels, lack of vessel safety equipment and seaworthiness, vessel abandonment, and property damage from unmoored boats;
- Absence of boat insurance and licensing/registration;
- Crime and disorder both on land and on the water;
- Multi-jurisdictional authority;
- Residential habitation on the water; and
- View impacts and
- Calls for emergency medical services
- Landside impacts.

#### RBRA Budget and Responsibilities

RBRA is responsible for clean-up of spills and boat accidents, water quality testing, being the liaison with BCDC and other State and federal agencies (State Lands Commission, State Fish & Wildlife, U.S. Coast Guard and Army Corps of Engineers), requests for public information, rapid response to drifting or sunken boats and hazardous debris, wrecking derelict vessels, and State grant and program administration. It operates with a modest budget of approximately \$527,000, of which \$269,000 comes from member agencies, and employs a full-time Harbor Administrator and a very limited part-time Clerk. The \$527,000 budget also includes a pass-through of approximately \$200,000 in state grant funds for vessel abatement. As such, it is over-promised and under-funded.

#### Recent Issues and Concerns

Although RBRA has abated over 200 un-occupied vessels in recent years with a \$495,000 CalRecycle Grant, and abated an additional 83 vessels since October 2015 at a cost of over \$200,000 this year, the number of boats on Richardson's Bay is increasing. A combination of factors is thought to be the cause of the influx of new boats: closure of Bay Area marinas, difficult economic conditions worsened by the Great Recession and housing crisis in the region and the awareness that Richardson's Bay is largely unregulated. RBRA estimates that the amount of vessels has increased over 20% since 2014 and now numbers over 250. A sizable number are thought to be abandoned.

The brunt of the landside impacts falls mostly on the City of Sausalito due to its easily accessible landside facilities. The City has called for increased RBRA enforcement of existing laws and regulations to mitigate these impacts. The other RBRA members concur. Meetings have been held over the last sixteen months to discuss possible solutions, but to date, nothing has been decided. RBRA operates with a minimum, stand-still budget until something changes.

The RBRA hired Rod Gould, a retired city manager with experience in Marin (rodgould.com) to assess the current situation and make recommendations. This report is the result of this independent assessment, which involved interviews with elected and appointed leaders of the RBRA agencies, RBRA

staff, Sausalito Police Chief and Marin County Sheriff, legal counsel, and BCDC officials, half day meeting of the city managers and County administrators, tour of the Richardson's Bay and review of the pertinent documents.

**Analysis:** Absent additional enforcement of State and local laws and regulations, the situation in Richardson's Bay will deteriorate further as new boats arrive, are moored indefinitely and problems multiply. The member agencies of RBRA remain committed to joint action to properly manage the Bay and support increased enforcement, including fines, impoundment and wrecking.

The larger issues surrounding residential habitation on Richardson's Bay are the greatest challenge and will require a major civic engagement effort followed by difficult policy-making to address. This will include community outreach to work through housing services and assistance for the individuals residing on the water. Any permitted residential use, such as short-term, non-transferable permits or a mooring field will require substantial negotiations with BCDC. RBRA is not in a place at this time to address these issues, but could be in the future after completion of shorter-term goals that currently take precedence.

Instead, RBRA should as a priority strengthen its capacity to enforce laws and regulations having to do with unoccupied unregistered and/or unseaworthy boats and marine debris to build credibility. This will require an up-to date legal foundation. It will require more funding for staffing, administration, legal support and contracts to make a sizable difference. It will require enhanced coordination and collaboration between RBRA, Marin County Sheriff's Office, Sausalito Police Department and County of Marin to execute a common strategy. More focused management will need to be brought to bear to coordinate, monitor, assess and report progress. Most importantly, it will also require the unanimous support of RBRA Board and their member agencies.

#### Short-term Enforcement Enhancement Options

There are four areas that are ripe for concerted enforcement. The first is to abate marine debris as defined by the recently adopted marine debris legislation in the State Harbors and Navigation Code. It allows for the removal and destruction of a vessel or a part of a vessel that, among other requirements, is unseaworthy. The new State law provides an expedited process for this abatement. This action would eliminate unoccupied vessels or parts of vessels from the Bay that are unseaworthy.

Second, all vessels in California are required to be either Federally documented or registered through the State Department of Motor Vehicles. Many vessels on Richardson's Bay are out of registration or documentation for more than a year. RBRA member agencies and law enforcement need to know who owns these vessels and how to communicate with them for safety and accountability. RBRA and local law enforcement began a registration program last year and should intensify an ongoing enforcement effort to make certain that all vessels on Richardson's Bay have current registration.

The third area is to remove unattended mooring balls, floats and other equipment. These devices have been illegally placed in the Bay and pose navigational and safety hazards, and environmental risks.

Fourth, there are several businesses operating illegally on the Bay that should be forced to cease doing business. Whether renting illegal mooring balls, second-hand vessels, Air BnBs, dinghies or outboard motors, these businesses have no place in a well-regulated bay as they exacerbate current problems

If RBRA supports this general short term strategy, staff will return at the November meeting with detailed cost estimates, performance goals and budget adjustments for each of these four areas of

increased enforcement. It will also undertake such enforcement work as is possible with current funding and staffing and will report on progress at the November meeting.

RBRA has received final approval from the State of California for a \$199,800 SAVE (Surrendered and Abandoned Vessel) grant for boat abatement. The City of Sausalito has also been awarded its own approximately \$120,000 grant for the same grant period. These state funds are much appreciated and will aid in funding the strategy.

Between now and November, staff and legal counsel will undertake a comprehensive review of existing laws, regulations, and costs associated with this proposed enforcement activities

#### Part-time Executive Director

On the agenda this evening is also a professional services agreement to provide part-time Executive Director services to RBRA to oversee and drive this coordinated effort through June 30, 2017. It has been cost neutral to the RBRA to date, although the County has funded additional administrative time during the transition period. The Executive Director will report to the RBRA board, supervise the Harbor Administrator and coordinate with the various agencies involved with Richardson's Bay. If approved, the Executive Director would engage the Marin County Sheriff's Office, Sausalito Police Department and possibly the Coast Guard in discussions of protocols for assisting the Harbor Administrator with the above enforcement activities. The results would be spelled out in the November RBRA board meeting staff report. It appears that both law enforcement agencies are willing to coordinate for better results on the water.

The Executive Director would convene an RBRA working group to meet every two weeks with staff, legal counsel, representatives of the member agencies, and Marin County Sheriff and Sausalito PD to coordinate the work, problem-solve and monitor actions and outcomes. Representatives of BCDC would be encouraged to attend as needed. Outreach to other agencies responsible for management of harbors, bays and anchorages elsewhere in California will be undertaken to determine best practices and lessons learned.

#### Future Consideration of Governance Structure

The City of Sausalito has expressed concerns regarding RBRA governance structure as set forth in the joint powers agreement with regard to cost sharing proportions, weighted voting and membership withdrawal provisions. These items could consume a considerable amount of time to discuss and debate. Staff recommends that RBRA postpone these discussions until the end of the fiscal year (May or June 2017) in order for staff to be given time to ramp up the proposed enforcement effort. By the end of next spring, and after an assessment of initial results, all members of RBRA will be able to have some sense of whether the strategies and programs are working to reduce unsafe and illegal uses of the Bay and can make course corrections as needed.

#### Community Interest and Engagement

Obviously the boating community will want to have its say in these matters. Some mariners have expressed interest in assisting RBRA with enforcement of its rules to improve conditions on the water. Such community policing would be very positive and helpful. Others are far less receptive to any enforcement in the Bay. Staff recommends that RBRA Board direct staff to engage with those marine users who wish to discuss these ideas and determine what the marine community can do to assist in improving the situation in Richardson's Bay.

**Alternatives:** -Refine and implement the short term strategy (Recommended).

-Undertake a broader enforcement effort involving residential uses.

-Negotiate structural changes to RBRA governance structure before commencing additional enforcement activities.

-Disband RBRA and negotiate new interagency agreements for service provision among member agencies.

**Financial Impact:** None at this time. The current budget has sufficient funding for the legal research being currently undertaken. Budget modifications will be necessary to implement short range strategy and will be considered at the next meeting if the general strategy is adopted this evening.

**Recommended Action:** Staff recommends that RBRA approve a concerted enforcement strategy in concept. It is a phased approach focusing largely on decrepit boats, unregistered vessels, illegal equipment and illegal enterprises before dealing with the larger issues surrounding residential uses of Richardson's Bay. This proposal will require additional resources to be decided at the November 10, 2016 meeting of RBRA Board.

In the meantime, staff recommends moving from a part-time Clerk to an Executive Director model, seeking a comprehensive review of RBRA and related ordinances and regulations, directing staff to collaborate with the Marin County Sheriff's Office and Sausalito PD for law enforcement support of this enforcement strategy, and reaching out to the marine community to seek support and comment, while postponing governance issue debates until the end of the fiscal year.

# RICHARDSON'S BAY REGIONAL AGENCY

## MEMORANDUM

September 8, 2016

**TO:** RBRA Board  
**FROM:** Dan Eilerman, Assistant County Administrator, RBRA Clerk  
**SUBJECT:** Executive Director Contract

**Board Actions Requested:** Approve not-to-exceed contract of \$35,000 for continued part-time Executive Director services in support of the RBRA through June 30, 2017 in-lieu of part-time Agency Clerk to enhance operational focus, accountability and communication given proposed enhanced enforcement efforts.

### Part-time Executive Director

On the agenda this evening is a cost-neutral professional services agreement to provide part-time Executive Director services to the RBRA to oversee and drive the coordinated efforts described earlier through June 30, 2017.

### Background

Since 2003, the RBRA has been served by a 1.0 FTE Harbor Administrator and a partial (0.12 FTE) RBRA Clerk, the latter staffed by a Principal Planner within the Marin County Community Development Agency (CDA) in addition to his County planning responsibilities.

In June, Mr. Rod Gould was contracted by the County for \$10,000 to provide consulting services in support of the Richardson Bay Regional Agency (RBRA). Mr. Gould's objective was to coordinate a working group effort of RBRA member agency City/Town managers to review the RBRA, with recommendations relating to mission, structure, governance, regulations and funding of the RBRA going forward – the results of which have facilitated the recommendations reported to your Board this evening. This included individual interviews of all affected City/Town managers, elected representatives, and involved agencies and partners.

### Proposed New Part-time Executive Director

Mr. Gould has since agreed, if your Board is supportive, to serve as part-time Executive Director of the RBRA through June 30, 2017 for an additional \$35,000 to oversee and drive the coordinated efforts described in this evening's staff report. This would be in-lieu of CDA's traditional RBRA Clerk role. Consistent with Exhibit A ("Scope of Services") of the attached Professional Services Contract, Mr. Gould would serve as Executive Director of the Richardson Bay Regional Agency (RBRA), reporting to the RBRA Board, providing professional

management and leadership on behalf of the RBRA, including supervision of the Harbor Administrator and coordination with all appropriate agencies.

If approved, the Executive Director would engage the Marin County Sheriff's Office, Sausalito Police Department and possibly the Coast Guard in discussions of protocols for assisting the Harbor Administrator with the above enforcement activities. The results would be spelled out in the November RBRA board meeting staff report. It appears that both law enforcement agencies are willing to coordinate for better results on the water.

The Executive Director would convene an RBRA working group to meet every two weeks with staff, County Counsel, representatives of the member agencies, and Marin County Sheriff and Sausalito PD to coordinate the work, problem-solve and monitor actions and outcomes. Representatives of BCDC would be encouraged to attend as needed. Outreach to other agencies responsible for management of bays and anchorages elsewhere in California will be undertaken to determine best practices and lessons learned.

#### Fiscal Impact

The proposal is cost-neutral to the RBRA, with total contract obligations to Mr. Gould between the two contracts totaling \$45,000, within RBRA's \$45,317 FY 2016-17 "CDA Admin" budget. This "CDA Admin" allocation had otherwise been comprised of RBRA Clerk services and ancillary CDA administrative support expenses including copying, agenda preparation, website updates, etc. As a one-time budget impact to assure cost-neutrality, the County proposes to absorb what otherwise would have been an approximately \$10,000 reimbursement of the Marin County Community Development Agency's (CDA) budget for its first quarter FY 2016-17 "CDA Admin" expenses associated with support to the RBRA.

Mr. Gould would become part-time Executive Director of the RBRA. The current RBRA Clerk would remain available for transition efforts but otherwise would return to his full-time responsibilities as a Principal Planner for the Marin County Community Development Agency. Mr. Berto's 13 years of service to the RBRA should be commended.

Going forward, additional administrative capacity would be required to implement and manage the coordinated efforts described earlier – with additional detail outlined for consideration at the November RBRA Board meeting.

**COUNTY OF MARIN  
PROFESSIONAL SERVICES CONTRACT  
2012 - Edition 1**

**THIS CONTRACT** is made and entered into this 15th day of September, 2016, by and between the COUNTY OF MARIN, hereinafter referred to as "County" and Rod Gould, hereinafter referred to as "Contractor."

**RECITALS:**

**WHEREAS**, COUNTY desires to retain a person or firm to provide the following service: Serve as Executive Director to the Richardson Bay Regional Agency (RBRA) through June 30, 2017; 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 **\$35,000** including direct non-salary expenses. 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 September 15, 2016, and shall terminate on June 30, 2017. 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:

The Contractor shall maintain a commercial general liability insurance policy in the amount of \$1,000,000 (\$2,000,000 aggregate). The COUNTY OF MARIN 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 as a work for hire. The COUNTY 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.

**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 and RBRA Member Agencies, 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 and RBRA Member Agencies, 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 the County of Marin, 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.

**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](http://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: Daniel Eilerman, Assistant County Administrator  
 County Administrator's Office  
 Dept./Location: 3501 Civic Center Drive, #325, San Rafael, CA 94903  
 Telephone No.: 415-473-6358

Notices shall be given to Contractor at the following address:

Contractor: Rod Gould  
 909 S. Eliseo Drive  
 Address: Greenbrae, CA 94904  
 Telephone No.: 310-633-0434

**22. ACKNOWLEDGEMENT OF EXHIBITS**

***Check applicable Exhibits***

**CONTRACTOR'S INITIALS**

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

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

**CONTRACTOR:**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**APPROVED BY  
 COUNTY OF MARIN:**

By: \_\_\_\_\_  
 Karol L. Hosking, County Administrator's Office

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

County Counsel: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT "A"**  
**SCOPE OF SERVICES (required)**

Serve as Executive Director of the Richardson Bay Regional Agency (RBRA), reporting to the RBRA Board, providing professional management and leadership on behalf of the RBRA, including supervision of the Harbor Administrator and coordination with all appropriate agencies.

Short-term deliverables include development and presentation of potential option(s) to enhance enforcement of RBRA regulations to mitigate current concerns regarding an increased number of vessels in the RBRA's jurisdiction, including community engagement/ community policing efforts.

Deliverables through June 30, 2017 will include structuring policy discussions with the RBRA Board regarding potential options to implement in FY 2016-17; managing the implementation of options approved by the Board, which could include organizational capacity and increased funding; developing regular reporting to keep the Board apprised regarding progress; continued exploration and discussion regarding additional medium-term and longer-term options; and managing and directing staff of the RBRA, including prioritization of boat abatement and other issues of concern to RBRA members.

This work plan will include the following:

- Work with County Counsel to explore the legal framework and background documents of the RBRA, and what updates, changes or additions to RBRA regulations will be required to effectively implement any Board-approved enforcement enhancement options.
- Work with RBRA staff to develop and present budget proposals relative to policy options and/or increased levels of service to improve enforcement.
- Provide leadership, facilitation and regular communication among both elected and appointed representatives of RBRA member agencies in discussing potential alternative structures and governance of the RBRA, as well as other agencies as appropriate, including the San Francisco Bay Conservation & Development Commission (BCDC).
- General assistance, management and advice as requested.

**EXHIBIT "B"**  
**FEES AND PAYMENT SCHEDULE (required)**

**FY 2016/17**

- Contractor will be paid at the rate of \$150.00 per hour not to exceed a total of \$35,000 through June 30, 2017 for at least 233 hours during the contract period. Contractor will be compensated \$3,500 per month, for 10 months, beginning with approval of contract and commencing through June, 2017 on or about the 1<sup>st</sup> of each month.
- Contractor will provide a brief summary by June 30, 2017, with an overview of work performed during the engagement, as well as objectives accomplished and still outstanding, to serve as a notice of completion.