

**RICHARDSON'S BAY REGIONAL AGENCY**  
**Board of Directors Meeting Notice**  
**Thursday, September 10, 2020, 5:30 p.m.**

**Via Remote Zoom Meeting** <https://zoom.us/j/4425459156?pwd=azhkeE1tcHFzZkVQMm9jU0NMZ1NFdz09>

Meeting ID: 957 8929 9725

Passcode: 233272

**Coronavirus (COVID-19) Advisory Notice:** In compliance with local and state shelter-in-place orders, and as allowed by Executive Order N-29-20 (March 17, 2020), the Agency will not offer an in-person meeting location for the public to attend this meeting. Members of the public may offer public comment remotely from a safe location as described below. Members of the Board of Directors or staff may participate in this meeting electronically or via teleconference.

**How to participate remotely:** Comments may be emailed to [chavel@marincounty.org](mailto:chavel@marincounty.org) in advance of the meeting; please write "Public Comment" in the subject line. Comments submitted at least one hour prior to the start of the meeting will be forwarded to the Board of Directors prior to the meeting start. Those received after this time will be shared with the Board members after the meeting.

The meeting will be available to the public through Zoom video conference. Those who do not have access to Zoom may access the meeting by calling one of the toll-free phone numbers below.

The Richardson's Bay Regional Agency (RBRA) is inviting you to a scheduled Zoom meeting.

Topic: RBRA Board of Directors September 10, 2020

Time: September 10, 2020 05:30 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/95789299725?pwd=YVBYVFdhTktwYORIMnFTbjNua2F5dz09>

Meeting ID: 957 8929 9725

Passcode: 233272

One tap mobile

+16699009128,,95789299725#,,,,,0#,,233272# US (San Jose)

The RBRA encourages that comments be submitted in advance of the meeting. Those members of the public using the Zoom video conference function who wish to comment on an agenda item for public comment may write "I wish to comment" in the chat section of the remote meeting platform, or click on "raise hand" when that item is underway. Those members of the public attending by telephone who wish to comment should press \*9 on their keypad. The Clerk will unmute the speakers one at a time at the appropriate time for public comment.

Any member of the public who needs special accommodations in advance of the public meeting to attend may email the Agency at [chavel@marincounty.org](mailto:chavel@marincounty.org), or phone (415) 971-3919, and we will use our best efforts to provide assistance. If assistance is needed during the meeting, you may email [bhaener@cityofbelvedere.org](mailto:bhaener@cityofbelvedere.org), and best efforts will be made to provide such assistance.

**RICHARDSON'S BAY REGIONAL AGENCY**  
**Board of Directors Meeting Agenda**  
**Thursday, September 10, 2020**

<https://zoom.us/j/4425459156?pwd=azhkeE1tcHFzZkVQMm9jU0NMZ1NFdz09>

Zoom Meeting ID: 957 8929 9725

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

Please see above meeting notice information about options to comment remotely in advance, during the meeting via Zoom by writing "I wish to comment" in the chat feature, or via phone by typing \*9 to raise your hand. You will be recognized to speak at the appropriate time during the agenda items.

**4:30 PM: CALL TO ORDER IN REMOTE OPEN SESSION – ROLL CALL**

**ADJOURN TO CLOSED SESSION:**

- 1) CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION  
Deciding to initiate litigation pursuant to California Government Code section 54956.9(d)(4)  
Number of Potential Cases: Three.
- 2) CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION  
Significant exposure to litigation pursuant to California Government Code § 54956.9(d)(2).  
Number of potential case(s): One.

**5:30 PM: RECONVENE IN REMOTE OPEN SESSION**

- 1) Call to order and roll call.
- 2) Consent Agenda. The Consent Agenda reflects those agenda items with prior policy approval from the Board and/or are administrative matters. Unless any item is specifically removed by a member of the Board, staff, or public in attendance, the Consent Agenda will be adopted by one motion.
  - a) Approve minutes of June 11, 2020.
  - b) Approve an updated Professional Services Agreement with the County of Marin for the hiring of a full-time Assistant Harbormaster position
- 3) Information Item: Presentation on Community Efforts.
- 4) Richardson's Bay Anchorage Transition Plan progress report. Staff recommendation: accept report.
- 5) Open time for public expression. Members of the public are welcome to address the Board for up to three minutes per speaker on matters not on the agenda. Under the state Brown Act, Board members may not deliberate or take action on items not on the agenda, and generally only may listen.
- 6) Reports/comments: a) Staff updates; b) Board Member matters.
- 7) Adjourn.

# **RICHARDSON'S BAY REGIONAL AGENCY**

**DRAFT MINUTES OF JUNE 11, 2020**

**Board of Directors Meeting**

HELD REMOTELY VIA ZOOM

## **5:30 PM: CONVENE IN REMOTE OPEN SESSION**

### **1. Call to order and roll call.**

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

**STAFF:** Beth Pollard, (Executive Director); Curtis Havel (Harbormaster)

### **2. Consent Agenda.**

- a. Approve minutes of May 14, 2020.
- b. Approve fiscal year 2019-20 budget adjustment resolutions: Resolution No. 03-20 accepting State Division of Boating & Waterways' Surrendered & Abandoned Vessel Exchange (SAVE) grant funds and authorizing a budget increase of \$81,000; and Resolution No. 04-20 accepting \$4,125 from the County of Marin for coordinated outreach services and authorizing a commensurate budget increase.
- c. Approve a fee amendment to the Professional Services Agreement with the County of Marin for increased administrative responsibilities in the Harbormaster position.
- d. Approve Resolution No. 05-20 amending Resolution No. 10-19 to change the provisions for purchasing authority from Executive Director to Harbormaster.

M/S, Sears/Winter, to approve the Consent Agenda, with the exception of the minutes. Motion passed unanimously.

Board Member Kulik noted a correction needed to the minutes on the spelling of Mr. Romanowsky's name on page 4. M/S, Kulik/Sears, to approve the minutes as amended. Motion passed unanimously.

### **3. Information Item: Presentation on Community Efforts**

No presentation was made.

### **4. Richardson's Bay Anchorage Transition Plan:**

- a) Resolution No. 06-20 adopting a Transition Plan for the Richardson's Bay Regional Agency Anchorage that encompasses a vision, goal, principles, and policy direction.
- b) Resolution No. 07-20 amending enforcement priorities to include compliance with existing RBRA regulations and related requirements, and a timeline for compliance, as RBRA implements its Safe & Seaworthy Program of the Transition Plan.
- c) A draft summary of a July 9, 2020 presentation to the Enforcement Committee of the Bay Conservation & Development Commission (BCDC).

Executive Director Pollard made a presentation summarizing the Transition Plan, related amendments to enforcement priorities, a timeline, and a draft briefing to the BCDC Enforcement Committee.

Public comments:

Alden Bevington said he was both happy and dismayed that work done by the Special Anchorage Association to define and promote seaworthiness through a burgee program and such was now being used by RBRA in its requirements and enforcement, that the Association had difficulty obtaining funding to support its efforts, and that the anchorage members should be more directly included and involved with requirements, protocols, and inspections.

Rebecca Schwartz-Lesberg, presented comments on behalf of the National Audubon Society and Audubon California. She said they could not support approval of the transition plan as written. While they appreciate the hard work in developing the plan, the focus on eelgrass protection and restoration, and vessel enforcement priorities (and that it is not far off from getting their support), they feel it has some deficiencies. Specifically, the plan lacks a specific sunset date for the removal of vessels from the Richardson's Bay Anchorage and therefore lacks a quantifiable metric against which RBRA can be held accountable. Given that each boat causes an average of .75 acres of eelgrass bed damage, they support the designation of zones in Richardson Bay for varying levels of usage and eelgrass protection/restoration, with the proposal for precise mapping, clarification that new vessels would be prohibited in the protection zone, and clarification of number of zones. They supported identifying a plan to move away from ad-hoc anchoring and instead implement a conservation mooring program, so that visiting boats do not continue degrading eelgrass habitat.

Casey Arndt, Center Director of the Richardson Bay Audubon Center, said she supports efforts to bring boats into compliance but was concerned about equity in tying criminal activity to eligibility to stay on the anchorage, that there could be unintentional discrimination in determinations on who is allowed to replace their vessel; would like to see documentation of outreach efforts noting Audubon's assistance in that area.

Priscilla Njuguna, BCDC Enforcement Program Manager, expressed BCDC's gratitude for RBRA's progress in developing a transition plan, and they support the goals of the Safe & Seaworthy plan to ensure that vessels on the water are operable, legally compliant, and have properly functioning ground tackle. She had hoped to negotiate some elements of the plan with RBRA staff before the plan is made final. One area of concern is that there is no set sunset date, noting that the BCDC Enforcement Committee has previously stated its expectation for the transition plan to take five years. She expressed BCDC's desire for a more compressed end date, and opposed a lengthier end date (particularly expressing opposition to timelines of 10 or 20 years). She also expressed concern about the 2021 timeframe for vessels to become seaworthy, and lack of specificity around timelines for removal of vessels once determined to be non-compliant; she recommended a period of 30 days. Another priority for BCDC is more specificity around eelgrass protection and restoration, notably pertaining to vessels that remain on the bay.

Sausalito City Council Member Joan Cox noted that the City of Sausalito, State Senator Mike McGuire and RBRA had signed a letter supporting the development of alternative housing alternatives for anchorouts, that Sausalito was working on identifying sites for the work with the Senator to provide housing sooner than later, urged RBRA to use its unique position to serve as a

conduit for discussion of possible sites with its member agencies, and said she looked forward to working collaboratively with the RBRA on those efforts.

Teri Thomas, Marin Conservation League, said they felt the transition plan was a step in the right direction, that a sunset date needs to be set in the plan to ensure continued forward momentum, and that as more boats leave the anchorage more eelgrass area can be restored.

Barbara Salzman, Marin Audubon, said she was pleased there was some movement to consider what BCDC is requesting and supported setting a firm sunset date – specifically five-years - for vessels anchored in the bay. Ms. Salzman stated that COVID-19 should not be used as an excuse against taking action, and she opposed any anchoring in eelgrass beds.

Robert Roark recounted his experience in a lawsuit with RBRA, expressed concern about closure of Sausalito access points, civil rights violations, and how lies and slander affect the rights of individuals on vessels in the anchorage. Mr. Roark claimed that his boat has been a target of sabotage, that he would be willing to move his boat, and that he is going to pursue litigation against the RBRA as well as other local agencies.

Executive Director Pollard addressed issues that were raised during the public comment regarding eelgrass protection areas, RBRA's support for alternative housing, the prohibition of persons convicted of criminal activity on the water as a safety and property protection measure for other individuals on vessels in the anchorage, opportunities for negotiations with BCDC on refinements to plan elements, and the well-attended work session with anchorouts in February.

Harbormaster Havel spoke to changing nautical charts in the future to reflect areas with vessel limitations to protect and restore eelgrass, the importance of moving forward, and the value of establishing standards to remain objective and consistent.

Board Member Sears noted both the difficulty of the issues and achieving perfection, a lot of work has gone into the document involving stakeholders, and nothing in adoption of this plan precludes RBRA from discussing a sunset date and other issues with BCDC, or from collaborative work with Sen. McGuire and Sausalito on expanding housing opportunities. Further, this plan supports the pursuit of eelgrass restoration. She closed by noting the participation by anchorouts throughout the process has informed and enriched the plan.

Board Member Winter said this was an affirmative step to working with BCDC to manage the anchorage. There are immediate goals, which the Safe & Seaworthy program is an essential part of in achieving results. The sooner we adopt conservation moorings, the better the eelgrass protection and we can keep eyes forward in ecological security and the wildlife of Richardson Bay. The vision is to create a place safe for all boaters, and clarifying that Richardson's Bay is no longer a location for the permanent mooring of vessels.

Board Member Kulik thanked staff, everyone who commented tonight, and the contributions of Anchorage Association. The plan addresses his call for clarity to provide objectivity and standards. Perfection can be an obstacle to progress. This plan is a substantial stepping off point to move forward, and course correction can always occur later. He added that the plan helps to address the safety and ecological concerns that have been raised.

Board Chair Wickham said the plan is a culmination of 15 months of work and lays a great foundation. These are living documents that can be changed, understands the matter of setting a sunset date while that the agency also needs to be realistic about what can be done, and that the

anchorage is a unique community. RBRA is trying to work with BCDC while also creating plan that RBRA can be successful with. We can always make improvements as we go along.

M/S, Sears/Kulik, to approve Resolution No. 06-20 adopting the Transition Plan. Motion passed unanimously.

M/S, Winter/Sears, to adopt Resolution No. 07-20 adopting Safe & Seaworthy requirements and timeline. Motion passed unanimously.

No changes were made to the draft presentation to the BCDC Enforcement Committee.

## **5. Open time for Public Expression**

Rebecca Schwartz-Lesberg announced she had been laid off from Audubon California, due to the economic downturn, with the hope she may be able to return at some point. She will continue her consultancy work, and intends to stay engaged on issues involving Richardson's Bay.

Alden Bevington wished Rebecca the best. He encouraged the Board and staff to look for ways to bring an economic boost into the anchorage community. The burgee and safety programs included the expertise from divers and other mariners who were well suited to the cultural dynamics and the relationships on the anchorage, for creating and implementing community-based solutions. Collaborators on the anchorage can do the work less expensively than contractors, and urged RBRA to help the community to help themselves, and meet with anchorouts as much as other agencies. He encouraged BCDC to meet with members of the anchorage community that they are legislating out of existence, and not exclude the human element from its decisions.

## **6. Closing Comments**

The Board members thanked departing Belvedere Board Member Marty Winter for his service and welcomed his replacement, Belvedere Council Member Claire McAuliffe. The Board Members also thanked departing Executive Director Beth Pollard for her work for the agency.

## **7. Adjournment**

The meeting was adjourned at approximately 7:15 pm.

**RICHARDSON'S BAY REGIONAL AGENCY (RBRA)**  
**STAFF REPORT**

For the meeting of September 10, 2020

**To:** RBRA Board of Directors  
**From:** Curtis Havel, Harbormaster  
**Subject:** Agreement with County of Marin for Assistant Harbor Administrator services

**STAFF RECOMMENDATION:**

Authorize execution of a Professional Services agreement with the County of Marin to provide up to full-time Assistant Harbor Administrator services.

**BACKGROUND/DISCUSSION:**

There is an existing agreement between the RBRA and the County of Marin for the County to provide the services of a full-time Harbormaster and a part-time Assistant Harbormaster. It contains provisions covering terms such as scope of services, compensation, indemnification, and insurance.

The 2020-21 RBRA budget authorized expanding the Assistant Harbormaster position from half-time to full-time. With the expansion of the position comes the need to modify the contract between RBRA and the County to account for the increased services.

Attached is the agreement developed by the staff of the two agencies to reflect the full-time position provided for in the RBRA 2020-21 budget. The Marin County Board of Supervisors is scheduled to act on the agreement at its meeting of September 15, 2020.

**FISCAL IMPACT:**

The cost of the agreement is contained within the adopted 2020-21 RBRA budget.

**NEXT STEPS:**

Upon approval of the contract by the RBRA Board and the Board of Supervisors, the RBRA will be in a position to accomplish the hiring of a full-time Assistant Harbormaster from the pending recruitment.

Attachments:

Professional Services Agreement



## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is made and entered into as of this 15 day of September, 2020, by and between MARIN COUNTY, a political subdivision of the STATE OF CALIFORNIA, hereinafter referred to as "COUNTY", and, by and between the Richardson's Bay Regional Authority, a Joint Powers Agency, hereinafter referred to as "AGENCY." This Agreement terminates and replaces the prior agreement executed March 10, 2020.

### RECITALS

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

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

### TERMS

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

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

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

3. **Compensation.**

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

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

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



4. **Method of Payment.** All payments for compensation and reimbursement for expenses shall be made upon presentation of invoice by COUNTY to AGENCY. AGENCY shall not be liable for the direct payment of any salaries, wages, workers' compensation insurance coverage, or other compensation to any COUNTY personnel performing services under this Agreement, or any liability other than that provided for in this Agreement.

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

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

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

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

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

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

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

(e) Waiver of Subrogation. AGENCY hereby grant COUNTY a waiver of any right to subrogation which an insurer of said AGENCY may acquire against the COUNTY by

virtue of the payment of any loss under such insurance. AGENCY agrees to obtain any endorsement that may be necessary to affect the waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.

(f) Verification of Coverage. AGENCY shall furnish the COUNTY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to COUNTY before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive AGENCY'S obligation to provide them. The COUNTY reserves the right to require complete copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

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

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

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

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

13. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by first class mail, postage prepaid. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set

forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

**COUNTY**

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

**AGENCY**

Harbormaster  
Richardson's Bay Regional Agency  
c/o Marin Community Development Dept.  
3501 Civic Center Drive, Room 308  
San Rafael, CA 94903

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

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

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

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

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

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

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

COUNTY:

AGENCY:

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

\_\_\_\_\_  
Harbormaster

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

<b>Title</b>	<b>Hourly Rate (Fully Benefited)*</b>	<b>10% Indirect Cost</b>	<b>Total Hourly Rate</b>
Harbor Administrator	\$ 88.06	\$8.81	\$ 96.87
Assistant Harbor Administrator	\$57.48-69.87	\$ 5.75- 6.99	\$ 63.23-76.86

# **RICHARDSON'S BAY REGIONAL AGENCY (RBRA)**

## **STAFF REPORT**

For the meeting of September 10, 2020

**To:** RBRA Board of Directors  
**From:** Curtis Havel, Harbormaster  
**Subject:** Transition Plan update

### **STAFF RECOMMENDATION:**

1. Receive the update and provide feedback.

### **BACKGROUND:**

The Richardson's Bay Regional Agency (RBRA) adopted a Transition Plan on June 11, 2020. The Transition Plan included three primary action areas: (1) implement the "Safe and Seaworthy Program" and continue to maintain existing enforcement priorities for unoccupied vessels and time limits on incoming vessels (including notification and removal); (2) connect persons living on vessels with outreach agencies and organizations for assistance with finding alternative housing, and encourage expansion of housing opportunities; and, (3) work with agencies, organizations and other stakeholders to develop eelgrass protection measures.

### **CURRENT PROGRESS:**

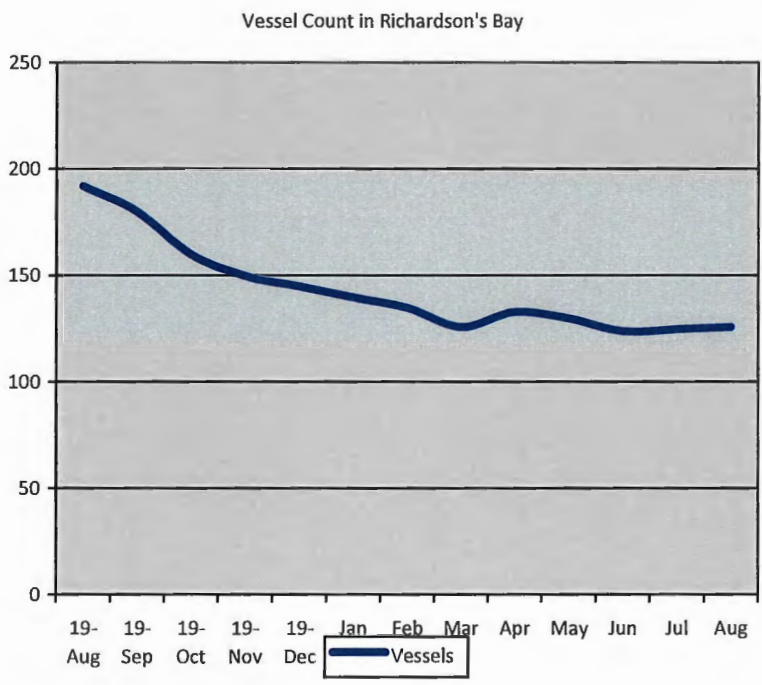
#### Safe and Seaworthy Program/Anchorage Management

Information packets were successfully distributed to all vessels eligible to enroll in the Safe and Seaworthy Program (as of July 13, 2020). Unoccupied Marine Debris vessels and vessels that arrived in the anchorage after the August 2019 census did not receive information packets as those vessels would not qualify for legacy status.

The deadline to enroll in the Safe and Seaworthy Program is October 15, 2020. To date, a total of eight (8) enrollment applications have been submitted to the RBRA for review and consideration. Staff will continue performing outreach to answer questions and collect applications from interested individuals. Vessels that do not enroll in the Safe and Seaworthy Program by October 15, 2020 will be prioritized for removal from the anchorage.

The vessels that enroll in the Safe and Seaworthy Program by October 15, 2020 will be contacted by RBRA staff for vessel inspections to verify whether the vessel meets RBRA's requirements as being eligible for legacy vessel status. If deficiencies are identified during the inspection process, the vessel occupant has until October 15, 2021 to bring the vessel into a seaworthy condition consistent with RBRA's requirements. Vessels that meet all the requirements for a seaworthy vessel will receive RBRA discretionary legacy vessel status.

There are currently 126 vessels in the anchorage. During the COVID-19 health emergency shelter-in-place order, staff has continued regular patrols of the anchorage and continued efforts to inform vessels about the rules and regulations for anchoring in Richardson’s Bay. Active vessel abatement has been limited to sunken vessels (four) and unoccupied marine debris vessels gone adrift (one). Although a number of vessels have departed the anchorage (either under their own power or through abatement), it worth noting that unseaworthy vessels continue to be imported into the anchorage, thus giving the impression that the volume of vessels in the anchorage remains consistent when it should have actually been decreasing.



Moving forward, staff will resume proactively managing vessels anchored in Richardson’s Bay. The top management priorities will consist of enforcement of the 72-hour limit for vessels that arrived in Richardson’s Bay after the August 2019 vessel census, and removal of marine debris consistent with the RBRA Board of Directors’ July 2019 policy direction.

Effective management of vessels anchored in Richardson’s Bay is intended to achieve the following objectives: (1) avoid injury or death of persons occupying vessels or along the shoreline; (2) protect bay habitat and prevent waste and debris from polluting bay waters; (3) minimize the risk of vessels running adrift or running aground into the shoreline, or sinking; and (4) limit new vessels from settling in to the anchorage.

Alternative Housing Outreach

The RBRA continues its housing outreach efforts with partner agencies, including but not limited to St. Vincent DePaul, Marin City Health & Wellness Clinic, Downtown Streets, County of Marin, Marin Housing Authority, Ritter House, Marin County Sheriff, and City of Sausalito. These efforts are coordinated by Andrew Hening.

To date, the outreach efforts have identified nearly one hundred percent of the individuals present in the anchorage. The most vulnerable individuals on the most vulnerable vessels have been identified and there are currently three individuals who are now in the Coordinate Entry System. Mr. Hening is optimistic that these individuals can be relocated in alternative housing prior to the arrival of the winter storm (assuming they choose to complete the process). Additionally, work is currently underway to conduct VI-SPDATs (Vulnerability Index - Service Prioritization Decision Assistance Tool) for another ten individuals in the anchorage who are on particularly vulnerable vessels.

Finally, the RBRA is participating in a working group coordinated by California State Senator Mike McGuire that includes the RBRA, City of Sausalito and BCDC. This group has been collaboratively seeking solutions to housing availability, including efforts to seek funding from Project Homekey. Project Homekey is administered by the California Department of Housing and Community Development (HCD), \$600 million in grant funding will be made available to local public entities within California to purchase and rehabilitate housing. Mr. Hening has been very involved with the preparation of an application for these funds and we await HCD's determination.

#### Eelgrass Habitat Management Plan

The RBRA has contracted with Rebecca Schwartz-Lesberg of Coastal Policy Solutions for the preparation of an eelgrass habitat management program. The program will be developed through engagement with stakeholders including but not limited to Richardson's Bay Special Anchorage Association, Audubon California, Marin Audubon Society, San Francisco State University's Estuary and Ocean Science Center, and the City of Sausalito. The program will focus on opportunities to protect eelgrass in Richardson's Bay, possibly including outreach, education, research, and restoration.

The outcome of these efforts will be used to create a draft proposal of designated areas within Richardson's Bay that delineate allowable uses, eelgrass protection measures, and other requirements or approaches. Ms. Schwartz-Lesberg will facilitate discussions with stakeholders to develop recommendations for zone boundaries, limitations, and best management practices to protect eelgrass. The outcome of those discussions will be presented to the RBRA Board for public comment and Board direction on preparing a draft plan for Board approval.

#### **Attachments:**

Transition Plan Information Packet, July 1, 2020



# RICHARDSON'S BAY REGIONAL AGENCY

July 1, 2020

On June 11, 2020, the Richardson's Bay Regional Agency (RBRA) Board of Directors adopted a Transition Plan for the ongoing management of Richardson's Bay (please see attached documents).

The Transition Plan reaffirms implementation of the Richardson's Bay Special Area Plan (1984), the RBRA Code (1987, and as amended by Ordinance 19-1, 2019), and all state and federal regulations including, but not limited to, the following matters:

- The ongoing enforcement of the 72-hour limit for vessels arriving to Richardson's Bay;
- The continued removal of marine debris; and,
- Introduces timelines by which eligible vessels must be brought up to a seaworthy condition or ultimately depart the anchorage.

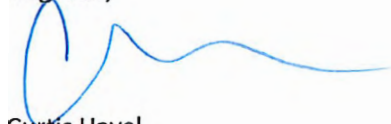
The management program (known as the "Safe and Seaworthy Program") associated with the transition plan commences on July 1, 2020 with the distribution of the transition plan to vessels identified in the August 2019 census performed by the Marin County Sheriff's Office (MCSO).

Vessels that are marine debris (including storage and/or second/third vessels) and vessels that arrived in the anchorage after the August 2019 MCSO census are not eligible for enrollment in the program and are subject to removal.

**The attached enrollment application must be submitted to the RBRA by no later than October 15, 2020 in order to begin the process to qualify for legacy vessel status.**

Please look at the attached documents and call (415) 971-3919 if you have any questions.

Regards,



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The Richardson's Bay Regional Agency (RBRA) is a local government agency serving Belvedere, Mill Valley, Tiburon, and unincorporated Southern Marin. RBRA is dedicated to maintaining and improving the navigational waterways, open waters, and shoreline of Richardson's Bay.

# Richardson's Bay Regional Agency Safe and Seaworthy Program Enrollment Application

Please provide the following information:

Date

Vessel Name

Vessel Type

Vessel Size

Vessel Registration/Documentation Number

Vessel Owner/Operator Name

Crew/Occupants

Vessel Owner/Operator Mailing Address

Vessel Owner/Operator Phone Number and Email Address

By enrolling in this program, I understand that failure to comply with the provisions of the Richardson's Bay Regional Agency Safe and Seaworthy Program will be grounds for removal from the anchorage.

Signature

Date

# Richardson's Bay Regional Agency

## Safe and Seaworthy Requirements Checklist

(To be completed by staff during time of inspection)

Vessel Name:

Date:

Item	Y/N	Comments
Current and valid registration/documentation?		
Engine serviceable and in working order?		
Helm serviceable and in working order?		
Standing and running rigging serviceable?		
Decks and cockpit free of clutter?		
Self-contained marine sanitation system with working valves and components?		
Sea valves in working order and cut off valves in working order isolating from overboard discharge?		
Tank pumped regularly? By whom?		
Hull free of marine growth?		
Functioning anchor windlass and ground tackle?		
Decks and bulkheads free of delamination/separation?		
Functioning VHF radio?		
Charged and appropriate fire extinguisher per USCG regulations?		
Noise producing device?		
Appropriate number of PFDs aboard in relation to crew, and in good condition?		
Pollution placard?		
Visual distress signals?		
Bilge free of oil, fuels, solvents or clutter?		
Operable bilge pumps?		
Ventilation?		
Functioning navigation lights?		
Backfire Flame Arrester?		

<b>Owner Name</b>	<b>Signature</b>	<b>Date</b>
<b>RBRA Staff</b>	<b>Signature</b>	<b>Date</b>

**Richardson's Bay Regional Agency (RBRA)**  
**Safe & Seaworthy Requirements, Policy and Enforcement Priorities**

1) Current and valid vessel registration with the California Department of Motor Vehicles (DMV) or documentation with the United States Coast Guard (USCG)

The vessel must be properly registered and the occupant must be able to produce valid registration or documentation for their vessel. If the registration is not up to date because of informal ownership transactions, the RBRA and partner organizations can provide information about how to apply for current and valid DMV registration or USCG documentation.

2) Maintain an operable, seaworthy vessel and other required vessel conditions

Chapter 1.04 of the RBRA code clearly defines the terms "Operable" and "Seaworthy". This includes, but is not limited to, the following requirements: the vessel must be able to maneuver safely under its own power using its usual and customary equipment; the vessel's hull, keel, decking, cabin and mast are structurally sound and vessel is free of excessive marine growth, excessive delamination or excessive dry rot that compromises the vessel's integrity to stay intact and afloat without extraordinary measures. Vessels must contain functioning self-contained waste management facilities that are properly emptied at regular periods (either by visiting a pumpout station or utilizing a mobile pumpout service); and, the vessel must maintain decks clear of debris so that the helm and ground tackle can be easily and quickly accessed. The RBRA will provide the standards and criteria contained in RBRA ordinances to each enrolling vessel.

3) Maintain properly functioning ground tackle.

The vessel must be able to deploy and retrieve properly functioning ground tackle without extraordinary effort. A seaworthy vessel can properly deploy and set an anchor, and retrieve an anchor.

4) Vessel safety and security:

Vessels that run adrift, aground or sink are in violation of local and state ordinances will be subject to removal as an enforcement priority.

4) Possession of a valid California Boater Card by the required State deadline for the boater's age, which is:

- January 1, 2020 Persons 35 years of age or younger
- January 1, 2021 Persons 40 years of age or younger
- January 1, 2022 Persons 45 years of age or younger
- January 1, 2023 Persons 50 years of age or younger
- January 1, 2024 Persons 60 years of age or younger
- January 1, 2025 All persons regardless of age

6) Criminal activity:

Vessels occupied by persons who are convicted of criminal activity occurring on Richardson's Bay, a public or private dock, or another bay/shore access point during or after the Safe & Seaworthy enrollment period may lose eligibility for enrollment or legacy designation and become subject to removal as an enforcement priority.

7) Vessel occupancy:

Vessel occupancy enrollment is not transferrable. The person who enrolled the vessel in the Safe & Seaworthy Program must maintain occupancy on that vessel, or the vessel will become subject to removal as an enforcement priority. No additional persons may occupy enrolled vessels without enrolling with the Harbormaster. Occupancy is defined as being present on the vessel the majority of the days of the week or days in a month, subject to any exceptions granted at the sole discretion of the Harbormaster. Vessels with unenrolled new occupants will become subject to removal as an enforcement priority.

8) Additional Vessels:

Additional vessels brought into the anchorage by occupants of vessels on the anchorage will be ineligible for legacy vessel status, will be subject to time limits and removal as an enforcement priority

9) Potential vessel replacement:

RBRA may establish under what conditions, if any, vessel owners/occupants enrolled in the Safe & Seaworthy program may request and be conditionally granted one-time permission to replace their vessel before the deadline by which vessels must meet RBRA requirements. Unless or until conditions are established, vessels may not be replaced, unless the Harbormaster determines that a replacement vessel is warranted to advance the objectives of the Safe & Seaworthy program.

10) Legacy Vessels: Vessels that successfully complete the Safe & Seaworthy program by meeting existing RBRA vessel and occupancy requirements, and whose occupants further demonstrate their ability to continue to safely operate and maintain their vessel, will gain discretionary RBRA enforcement priority designation as a legacy vessel. Legacy vessels will continue to be in violation of the anchorage's time limitations, but RBRA, in its continuing discretion to set enforcement priorities, will defer enforcement of the deadlines until after a legacy vessel sunset date, as long as vessels and occupants continue to comply with all RBRA requirements and criteria, as they may be updated or amended.

11) Ongoing compliance:

Vessels and their occupants who fail to maintain compliance with RBRA's Safe & Seaworthy program requirements will not be eligible for discretionary legacy vessel status or will lose such status. Those vessels will be subject to removal as an enforcement priority.

12) Other Federal, State, and County rules and regulations

Vessels that fail to meet or maintain compliance with any applicable Federal, State, and County rules and regulations in addition to RBRA regulations will be subject to removal as an enforcement priority.

**Richardson's Bay Regional Agency**  
**Safe & Seaworthy Program Procedures and Enforcement Priorities Timeline**

July 1, 2020 : Notification and Enrollment Period Begins

RBRA staff will give notification to vessels that appear on the August 2019 survey about the Safe & Seaworthy program, application and enrollment process, current requirements, and deadlines. The Harbormaster and/or Assistant Harbormaster will meet with owners/occupants of eligible vessels who are interested in enrolling in the program, collect information about the vessel and occupants, inspect the vessel for compliance with current RBRA requirements, and advise the owner/occupants of any deficiencies needing correction or improvement to meet RBRA requirements in place at that time.

October 15, 2020: Safe & Seaworthy Program Enrollment Deadline

This is the date by which eligible vessels and their occupants must have requested enrollment through the RBRA Harbormaster or Assistant Harbormaster in RBRA's Safe & Seaworthy Program, provided the required information, and received RBRA inspection, or will become an enforcement priority and subject to removal.

October 15, 2020 to October 15, 2021: Certification period

RBRA staff will be available to do follow up inspections and certify enrolled vessels and occupants that meet RBRA's requirements as being eligible for legacy vessel status. The discretionary legacy vessel status may be revoked by RBRA at any time; circumstances that would likely cause revocation is that the vessel and/or its occupants fall out of compliance with present or future RBRA requirements.

February 15, 2021: DMV Registration/USCG Documentation Deadline

This is the date by which vessels must have current and valid DMV registration or USCG documentation. Vessels without valid registration/documentation will be subject to removal as an enforcement priority.

October 15, 2021: Deadline for compliance with RBRA requirements

This is the date by which vessels and owners/occupants must meet all RBRA requirements. Vessels that meet all requirements by this date will receive RBRA discretionary legacy vessel status. Vessels will be subject to passing RBRA inspection on a periodic basis to maintain legacy status. Vessels that fail to comply or maintain compliance with RBRA requirements will become subject to removal as an enforcement priority.

Sunset date for occupied vessels: The RBRA Board of Directors will set a date by which occupied vessels, including legacy vessels, will be subject to removal as an enforcement priority.



# Richardson's Bay Regional Agency

## *Transition Plan*



**Adopted June 11, 2020**

Richardson's Bay Regional Agency Board of Directors

## Richardson's Bay Regional Agency Transition Plan June 2020

### Transition Vision:

*Richardson's Bay has essential value as a recreational and environmental resource where eelgrass and the ecological systems it supports are increasingly protected, preserved and restored; vessels on the anchorage become safe, seaworthy, operable and compliant with other requirements; and the number of occupied vessels diminishes over time.*

### Transition Principles:

- Affirm Richardson's Bay as a temporary anchorage and prevent additional vessels from extended stays
- Conditionally and discretionarily allow occupied legacy vessels that comply with RBRA requirements to remain for a limited period of time
- Support initiatives for relocating occupants of vessels to alternative housing
- Realize a decreasing number of occupied vessels over time
- Protect and promote eelgrass habitat and growth

### Transition Goal:

A safe, healthy, and well-managed Richardson's Bay.

### Transition Policy Direction:

- 1) Maintain existing enforcement priorities for unoccupied vessels and time limits on incoming vessels, including required notifications and removal
- 2) Implement a "Safe & Seaworthy" program available to vessels identified in the August 2019 anchorage census performed by the Marin County Sheriff's Office, to enable a discretionary legacy designation for vessels meeting existing RBRA regulations, and State and Federal regulations, allowing deferred enforcement of time limits
- 3) Connect persons living on vessels with outreach agencies and organizations for assistance with finding alternative housing, and encourage expansion of housing opportunities
- 4) Set a sunset date by which occupied vessels with extended stays will not be allowed in Richardson's Bay
- 5) Working with agencies, organizations, and other stakeholders, develop eelgrass protection measures and consider specific eelgrass restoration funding and projects

## Transition Policy Direction Descriptions:

### 1) Maintain existing enforcement priorities for unoccupied vessels and time limits on incoming vessels, including required notifications and removal.

The RBRA Board initiated this policy direction when:

- In November 2018 it added all unoccupied vessels to its enforcement priorities.
- In July 2019 it expanded its enforcement priorities to include the time limits stated in the RBRA Code for vessels arriving into the Richardson's Bay anchorage.

Unoccupied vessels are posted with appropriate notification and ultimately removed by the agency if they are not voluntarily removed. Incoming vessels are notified of the 72-hour time limit for anchoring in the bay, and provided information about 30-day Anchoring Permits. Failure to comply with the codified time limit requirements subjects the vessel to removal.

Richardson's Bay is a 72-hour anchorage, not a storage yard or marina. Individuals with multiple vessels should contact local marinas or storage yards to properly store their vessels. Vessels that are located in Richardson's Bay for storage purposes will be considered unoccupied and subject to removal pursuant to Chapter 3.04 of the RBRA code. Occupants of vessels may not claim more than one vessel as their occupied vessel. Any additional vessels (other than dinghies, skiffs, or tenders) are considered unoccupied vessels and are subject to removal.

#### Resources:

RBRA has long employed a full-time Harbormaster. In the 2020-21 fiscal year, RBRA expanded its staffing to add a full-time Assistant Harbormaster. The RBRA member cities of Belvedere, Mill Valley, and Tiburon each provide a law enforcement officer to accompany RBRA staff for a shift on a bi-weekly basis. The Marin County Sheriff has a two-member Marine Patrol Unit responsible for patrolling all of Marin County waters, including law enforcement in County jurisdiction on Richardson's Bay.

RBRA received \$250,000 in the California Division of Boating & Waterways' 2019-20 funding cycle for its Surrendered and Abandoned Vessel Exchange (SAVE) grant program. RBRA has applied for \$400,000 in the SAVE 2020 funding cycle. However, due to State budget constraints related to COVID-19, and other harbor agencies' needs for funds, RBRA did not project an increase in SAVE funds in its 2020-21 budget. Going forward, RBRA will continue to apply for and rely on SAVE funding to remove vessels that are marine debris, abandoned, or voluntarily turned-in by their owner.

RBRA has utilized virtually all of the \$150,000 granted by the National Oceanic & Atmospheric Administration (NOAA) for removal of marine debris and vessels in marine debris condition. RBRA will apply for funding in the next grant cycle, which if successful, would give the agency funding beginning in September 2021 for removal of marine debris.

**2) Implement a “Safe & Seaworthy” program available to vessels identified in the August 2019 anchorage census performed by the Marin County Sheriff’s Office, to enable a discretionary legacy designation for vessels meeting existing RBRA regulations, and State and Federal regulations, allowing deferred enforcement of time limits.**

**Safe & Seaworthy Program Objectives:**

1. Avoid injury or death of persons occupying vessels
2. Protect bay habitat and preventing waste and debris from polluting bay waters
3. Minimize the risk of vessels running adrift or running aground into the shoreline, or sinking
4. Encourage vessel occupants with aspirations for extended travel to realize these dreams with a safe, working vessel
5. Promote vessel eligibility for liveaboard slips in marinas because of their improved conditions
6. Limit new persons and vessels from settling in to the anchorage
7. Improve the management of the bay

**Safe & Seaworthy Program Summary:** Under this program, vessels that were identified in the Marin County Sheriff’s August 2019 vessel census are eligible for enrollment in RBRA’s Safe & Seaworthy program. The program is the route to a discretionary RBRA legacy vessel designation. Legacy is a vessel designation, not occupant designation. Eligible vessels may obtain legacy designation by meeting existing RBRA codes, and State and Federal requirements for safety, operability, registration, waste management, and other requirements for vessels, and are subject to any other rules, regulations and criteria as established by the agency.

Occupants of vessels that are enrolled in RBRA’s Safe & Seaworthy program will be required to provide personal identification information and vessel information and consent to inspections. Only vessels that upon such inspections meet RBRA regulations as adopted in its ordinances and any other requirements set by RBRA will be eligible for the discretionary RBRA designation of legacy vessel.

Vessels whose occupants decline to enroll in the Safe & Seaworthy program or otherwise refuse to provide required information will not be eligible for legacy status.

The Safe & Seaworthy program will allow RBRA to better manage the safety and health of the bay by ensuring that vessels from the August 2019 census that are allowed to conditionally remain are seaworthy. Vessels that fail to comply with program requirements and other criteria will become an enforcement priority and subject to removal.

**Safe & Seaworthy Enrollment Eligibility:** In July 2019, the RBRA Board added time limits on incoming vessels to its enforcement priorities. To establish a clear determination of new incoming vessels, the Marin County Sheriff’s Marine Patrol Unit conducted a comprehensive vessel census in August 2019. The RBRA has been utilizing the data from this survey to

identify and enforce time limits on new vessels entering the bay. The RBRA will now utilize this survey data to determine eligibility for enrollment in the Safe & Seaworthy program.

Safe & Seaworthy Enrollment: In its initial period, RBRA will notify eligible vessels about the enrollment process, and RBRA requirements to apply for legacy vessel designation under the Safe & Seaworthy program. Interested parties may seek to enroll their vessels in the program. The enrollment process will include verification that the occupied vessel was in the August 2019 census, identification of the persons occupying the vessel, and an inspection of the vessel by RBRA staff. Through the inspection, the vessel owner/occupants will be advised of any deficiencies in the vessel, its registration, or other matters as the deficiencies exist at that time, requiring correction to successfully meet the qualifications of the Safe and Seaworthy program. Vessels not enrolled by a date set by the RBRA will become subject to removal as an enforcement priority.

Safe & Seaworthy Requirements: The Safe & Seaworthy program will require vessels to meet RBRA, State, and Federal regulations, and any other program requirements as set by the Board of Directors, which may be amended from time to time.

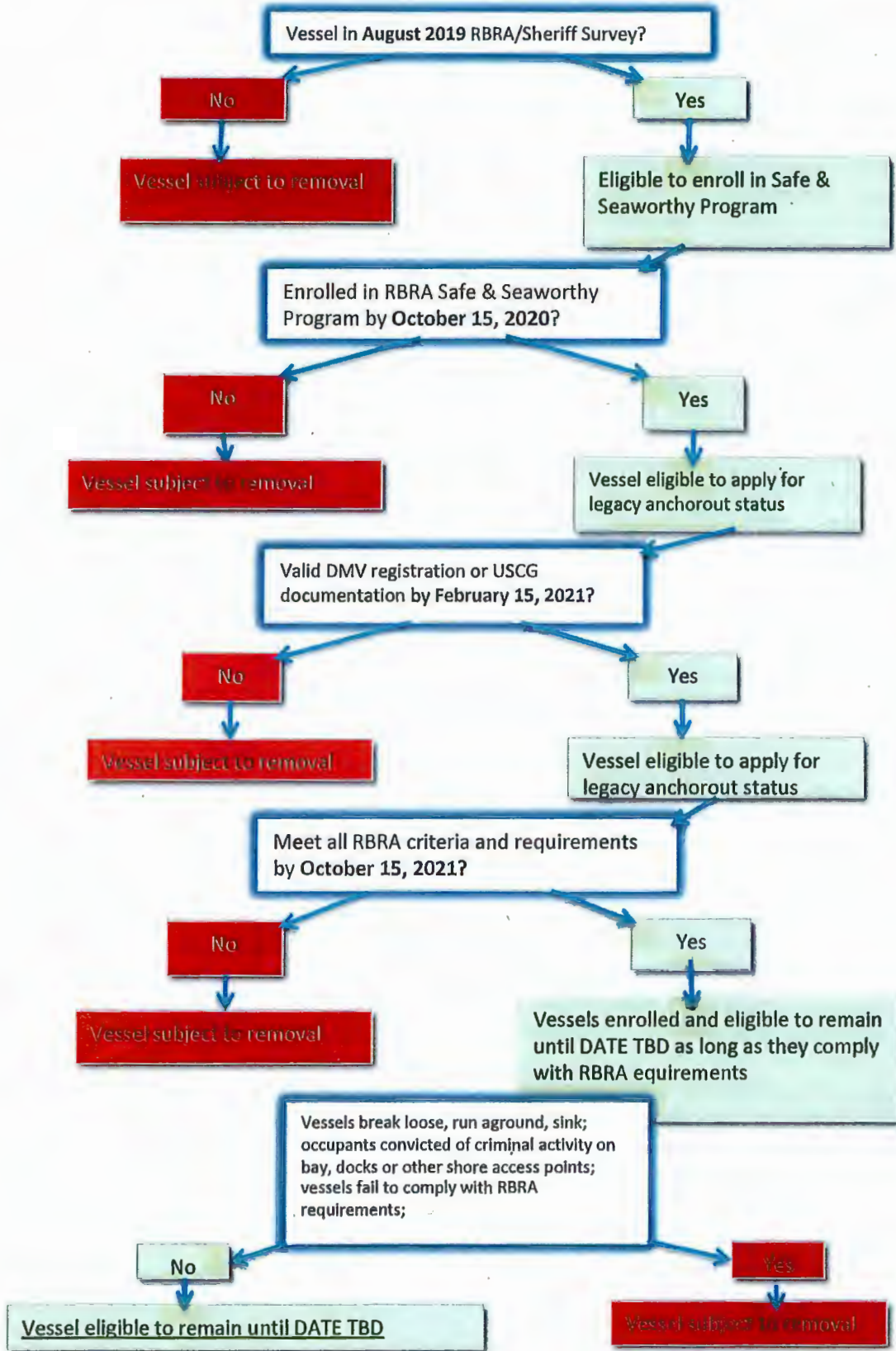
Safe & Seaworthy Timeline: The RBRA Board will adopt a timeline for implementation and compliance with the Safe & Seaworthy Program.

Agency Resources:

Two full-time staff (Harbormaster and Assistant Harbormaster), member agency law enforcement assistance, CA Boating & Waterways SAVE grant funds, and potentially NOAA funds.

Vessel owner resources to improve conditions:

Dependent upon private funding or grants that may be obtained by individual vessel owners or through the Richardson's Bay Special Anchorage Association (RBSAA). The non-profit supporter MarinLink has been serving as a fiscal sponsor for the RBSAA, and could potentially assist with directing community donations made for vessel improvements or relocation.





**3) Connect persons living on vessels with outreach agencies and organizations for assistance with finding alternative housing, and encourage expansion of housing opportunities**

In fiscal year 2020-21, RBRA contracted with Andrew Hening to coordinate outreach efforts among public and non-profit agencies to persons on the anchorage. Close to 100 persons on vessels were identified, of which two-thirds were assessed for their level of vulnerability and therefore eligibility for subsidized housing with case management through the County's Coordinated Entry System.

**Policy considerations:**

**Vulnerable people, vulnerable vessels:**

While living on a vessel can be hazardous to health and safety, it is not considered a factor in the coordinated entry ranking system. For those who have other vulnerabilities that place them in a higher priority category, continued outreach and encouragement is needed but is not necessarily successful in moving persons to safer conditions. It can be very difficult for people to let go of the only housing they have known for a long period of time, similar to when persons on land face moving from long-time homes to more supportive housing.

There are some persons who have scored high on the Coordinated Entry System's vulnerability scale but who have shown reluctance to leave their boat and the bay when a potential opportunity arises. Of particular concern is the combination of a vulnerable person on a vessel that itself is in significant marine debris condition that contributes to the vulnerability of the person aboard the vessel and endangers others in the vicinity. For the protection of persons who are a high priority for subsidized housing because of their health and safety vulnerability and who are on vessels that are in marine debris and otherwise hazardous conditions, RBRA will prioritize work with agencies and organizations to relocate those persons into supportive housing.

**Expanding housing alternatives**

Before and after the Safe & Seaworthy compliance deadline, RBRA will work with occupants of vessels to encourage them to move into other housing on land, to move themselves and their vessels into liveaboard marina slips, or to berth their vessels in marina slips. Such efforts will continue after the compliance date, in advance of the legacy vessel sunset date.

Alternatives for housing that is affordable is in very short supply. Affordability is a problem not unique to this community. There is a push on local, regional, and state levels to expand supply for persons who have very-low-to-medium income who are homeless or at risk of becoming homeless, which includes many of those currently eligible for the Safe & Seaworthy program and legacy vessel status. State Senator Mike McGuire and representatives from RBRA, County of Marin, and City of Sausalito have expressed support for collaborating on a solution for housing availability for vessel occupants – including expanding the supply.



Expanding supply through construction will take years, and the budget constraints from the COVID-19 pandemic add additional uncertainty. Nevertheless, it is possible that the attention on homelessness and housing from the pandemic could create other opportunities. Rapid Rehousing, for example, is a category of housing subsidy that is well-suited to a number of anchorouts as it only requires short to medium-term case management support.

Another housing alternative that RBRA will pursue is liveaboard slips at existing marinas. The City of Sausalito has managed and allocated funds for up to about eight anchorouts in Sausalito waters to move into marina slips in Sausalito. The City has proposed to the Bay Conservation & Development Commission (BCDC) to expand the percentage of marina slips allowed to be used for liveaboards from 10 percent to 15 percent. BCDC has expressed a willingness to entertain this proposal, for a specified period of time to be determined, as an alternative to occupied anchored-out vessels. At the last BCDC Enforcement Committee, members encouraged Sausalito and RBRA to incorporate marina slips into their transition plans.

Qualifying for a liveaboard marina slip not only requires a space to be available, but also the vessel to be in condition akin to those required by RBRA in its ordinances as well as being insured. The marinas also have required a case manager from a social services agency to be assigned to occupants on the vessel to serve as a go-between, which adds approximately another 40% to the cost of renting the slip and paying liveaboard fees. Under these circumstances, the total cost of the marina slip alternative is similar to the rental cost of a Rapid Rehousing unit on land.

As vessels meet RBRA requirements, they also will meet marina standards for liveaboard slips. RBRA will encourage the transition to slips, and will seek funding for subsidizing the slip fees and case management where needed for particular individual(s). However, especially with slips being a non-traditional subsidized housing option, RBRA should exercise caution around its participation and commitment involving slip arrangements without sufficient guarantee of a continuous funding source from outside agencies or the liveaboards themselves, or fixed arrangements for transition into other housing.

Resources:

RBRA will continue its contract with Andrew Hening in fiscal year 2020-21 to coordinate housing outreach and placement and to work towards expanding housing opportunities. Partner agencies include St. Vincent DePaul, Marin City Health & Wellness Clinic, Downtown Streets, County of Marin, Marin Housing Authority, Ritter House, Marin County Sheriff, City of Sausalito, and others. In addition, Audubon California has generously contributed the use of its vessel and its staff/volunteers to take outreach workers out on the bay to connect with anchorouts.

**4) Set a sunset date by which occupied vessels with extended stays will not be allowed in Richardson's Bay**

There are approximately 100 vessels on the bay that were present for the August 2019 count and are therefore eligible at this time to enroll in the Safe & Seaworthy program and potentially receive legacy vessel status and thus deferred enforcement of RBRA's current time limits on the anchorage. It is estimated that only about 20-25 vessels may currently meet RBRA requirements. If one-half of the remaining vessels are able to meet the requirements with additional work, that would mean about 55 vessels eligible for legacy status. It is roughly estimated that in any given year, about five to ten percent will depart the anchorage for a variety of reasons, including falling out of compliance with requirements. Therefore it is estimated that through natural attrition and upholding vessel requirements and enforcement priorities, in 20 years about a dozen or fewer would likely remain on the anchorage, a substantial decrease from current conditions.

The Enforcement Committee of the Bay Conservation and Development Commission (BCDC) has given RBRA its expectation that occupied vessels be removed from the bay in five to ten years. The challenges of this timeline include shortages of resources in these areas:

- Available, affordable and subsidized housing for low-to-very low-income vessel occupants. Without a realistic housing opportunity as an alternative to their vessel, vessel occupants face homelessness if removed from the Bay.
- Affordable liveaboard marina slips. In situations where marinas will require case management/wrap-around services, affordability is more challenging.
- Affordable marina slips in the San Francisco Bay to lease for vessel occupants to berth their vessels upon moving onto land. For people attracted and accustomed to a mariner lifestyle, giving up their boat can be a significant impediment to relocating off the bay. Having affordable marina slips to store their vessels for recreational use – even if not liveaboard slips – could assist the transition to land.
- The cost of enforcement and abatement work. Removal and abatement is an inevitable aspect of enforcing time limits against vessels that may be derelict or abandoned when their operators leave the anchorage. The RBRA has increased its enforcement staffing budget and outside assistance, but can only meet the cost of vessel removal and abatement through grants from state and federal agencies. Removal and abatement costs increase when the economy turns sour and vessels from around the Bay Area are dumped in public waterways like Richardson's Bay.

Legacy anchorout status provides deferred enforcement of existing time limits solely at RBRA's discretion. The RBRA's implementation of a Safe & Seaworthy program will materially reduce the number of vessels, significantly increase safety, improve bay health, and enhance the management of the bay. With success will come decreasing impacts on the bay and shoreline without contributing to homelessness populations in the area.

RBRA has considered the Richardson's Bay Special Area Plan Residential Vessels and Floating Structures policy to limit stays on the bay, and the Board has adopted ordinances setting limits on the length of time vessels may remain anchored.

Accordingly, the RBRA will commit to setting a sunset date for deferred enforcement for legacy occupied vessels on the bay, considering the extent of available, affordable housing - on land or in marina slips, removal and abatement resources, benefits of boater expertise, and other factors affecting the health, safety, and management of the bay in setting such a date.

Resources:

Timing for Implementation of this policy will depend on factors such as RBRA operational resources, resources for affordable housing alternatives, vessel removal and abatement resources, and review of any other resource advantages and disadvantages for deferring enforcement for vessels remaining on the bay at a certain point in time.

**5) Working with agencies, organizations, and other stakeholders, develop eelgrass protection measures and consider specific eelgrass restoration funding and projects**

Eelgrass is a critical habitat resource for the San Francisco Bay Ecosystem, where Richardson's Bay is one of two high-priority eelgrass locations. Eelgrass supports a wide variety of life including fish spawning grounds, bird migrations and food resources for multiple species. Furthermore, eelgrass is a substantial tool for sequestering carbon and mitigating ocean acidification.

In 2019, RBRA conducted a Mooring Feasibility and Planning Study that was prepared by Merkel & Associates, Inc. As part of the study, Merkel performed sidescan bathymetry and eelgrass bed surveys in Richardson's Bay. Combining this survey data with previous eelgrass surveys, Merkel prepared maps showing where eelgrass has tended to grow and at what density, where it is unlikely to grow due to depth of the bay, and where damage to eelgrass beds has occurred. The information in the Merkel study provides a foundation upon which to build protection, restoration, and environmental review efforts.

A report issued by Audubon California in October 2018 concluded that about 57 acres of eelgrass in Richardson's Bay had been damaged by ground tackle. Eelgrass restoration to date has had mixed results and warrants some additional research and analysis to conclude best practices for particular conditions in the bay. A project to conduct this research was poised to begin in Spring 2020 but was put on hold due to the COVID-19 pandemic and shelter-in-place restrictions.

Somewhat reflective of the varying conditions and uncertainties for restoring eelgrass is the wide cost estimate for such efforts, which can range from \$100,000 to even \$150,000 per acre. Using 57 acres as the area of damage, the cost to restore that size could range upwards in the range of \$8.5 million or more - if undertaken as a replanting project above and beyond allowing eelgrass to expand naturally and progressively away from ground tackle and other sources of impacts.

The approach for RBRA's development of a restoration plan relies on a combination of research, replanting, and natural restoration and expansion in the most eelgrass-friendly habitats of the bay. Accordingly, the protection and restoration measures RBRA will consider as part of its transition are:

**1. The potential designation of up to four zones in Richardson's Bay for varying levels of vessel usage and eelgrass restoration and protection:**

a) **Eelgrass Restoration Zone:** This is the area where vessels would not be authorized to anchor or moor, and which will be a priority area for eelgrass restoration. This area potentially extends from the boundary with the Audubon Sanctuary south to approximately in the general vicinity of the Bay Model, not including the deeper water in Belvedere. About a half dozen vessels are currently anchored in this location; the benefits and risks to eelgrass

from requiring their relocation out of the zone would be evaluated. The four floating homes in the anchorage would be subject to removal.

b) Eelgrass Protection Zone: This is an area where existing occupied vessels could anchor or moor, which could be subject to ground tackle rules that may be developed. The potential boundary of this zone is from the edge of the Restoration Zone in the north to approximately in line with Turney Street in the south.

As shown in the Merkel study, this area contains eelgrass beds - some of which have already been damaged by vessels and anchor chain. Issues that will be considered include whether to:

- o Require a two-point anchoring system to secure vessels, or pursue a pilot project to test conservation moorings, to help protect against eelgrass damage
- o Require permission to move or remove existing ground tackle, due to potential risk to eelgrass beds in removing or setting ground tackle
- o As vessels depart and/or eelgrass restoration work is completed, expand the Restoration Zone into this zone – notably the north/northeast areas

c) Anchoring Zone: Where cruisers/visiting vessels would anchor or moor for the time permitted under the RBRA code. This area is potentially south of where anchorout vessels would be located. For future RBRA consideration is whether to pursue a mooring project – either pilot or permanent - in this zone for cruisers/temporary visiting vessels.

The remainder of the anchorage would be remain available for brief anchoring, such as daytime/weekends, and related recreational use, as under existing conditions. Vessels in the Belvedere portion of the RBRA anchorage are and would remain subject to that city's ten-hour anchoring limit.

The first phase of this step is to draft boundary maps using the eelgrass survey data from the Merkel study with an overlay of RBRA vessel survey data, review with stakeholders, and undergo any applicable environmental review. Establishing boundaries of a proposed restoration zone would enhance efforts to pursue eelgrass restoration funding, so as to provide assurance that restored areas would be protected against anchoring-related damage in the future.

A second phase would be to identify, analyze and discuss advantages and disadvantages of pursuing two-point anchoring and/or conservation moorings, controlling the placement of ground tackle, specific ground tackle requirements if any, and pursuing relocation of any existing vessels from one zone to another. RBRA could consider whether and if so, under what circumstances to expand the Restoration Zone into the Protection Zone as part of this phase or at a later time, again following any necessary environmental review.

2. Work with organizations and agencies that support eelgrass preservation and protection to seek grant funding and other support to conduct proposed eelgrass research, protection, and restoration work in Richardson's Bay.

With the cost to restore eelgrass throughout Richardson's Bay ranging up to in the range of \$10 million, potential restoration work can only be accomplished with grants and other outside funding. There are organizations and agencies for which eelgrass is considered critical that are potential partners in grant applications or sources of grant funding. There is sometimes mitigation funding available from projects in San Francisco Bay that could be potential funding sources.

In a collaborative communication from State Senator Mike McGuire and representatives from the County of Marin, RBRA, and the City of Sausalito to the Bay Conservation & Development Commission, it was stated that: *"We are in agreement that over time, a multi-agency effort must be initiated to restore Eelgrass habitat and improve water quality in Richardson Bay."*

The information on eelgrass habitat in the 2019 Merkel study provides a basis upon which to craft restoration approaches and funding requests. RBRA will collaborate with other interested entities to seek funding resources from state and federal agencies and other organizations. RBRA also will work with State Senator McGuire and related partners on opportunities for collaboration and support.

As the number of long-term vessels declines and visiting vessels anchoring in the bay are steered clear of eelgrass habitat, eelgrass beds will have the opportunity to expand naturally and progressively into damaged areas that otherwise are well-suited habitat. Where the size and nature of the scarring and related damage in eelgrass beds is severe, findings from eelgrass research can help inform best practices for encouraging growth or focusing elsewhere.

Resources:

Due in part to COVID-19 related budget constraints, RBRA was unable to program funding specific to eelgrass restoration in the 2020-21 budget. A modest amount of funds could be allocated from Contingency for outside services that may be needed to augment staff resources for working with stakeholders and collaborating with partner agencies on eelgrass restoration grants and initiatives.

RBRA, with assistance from other agencies and organizations, will continue to be on the lookout for grant funding opportunities and partnerships. When the State and other governmental and non-profit budgets recover from negative COVID-19 impacts, RBRA will work with Senator McGuire as well as the City of Sausalito to collaborate on potential funding solutions.