

RICHARDSON BAY REGIONAL AGENCY

Board of Directors Meeting Notice

Thursday, May 12, 2022

Via Remote Zoom Meeting: Please click the link below to join the webinar:

Coronavirus (COVID-19) Advisory Notice: In compliance with local and state shelter-in-place orders and the Brown Act (Cal. Government Code Section 54950 et seq.) as amended by AB 361 (September 16, 2021), 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 jmalcolm@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 Bay Regional Agency (RBRA) is inviting you to a scheduled Zoom meeting.

Topic: RBRA Board of Directors Meeting,

Date: Thursday, May 12, 2022

Time: Closed session regular meeting 5:30 PM Pacific Time (US and Canada)

Open session regular meeting follows immediately after Closed Session

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/82534404738>

Or One tap mobile :

US: +16692192599,,82534404738# or +12063379723,,82534404738#

Or Telephone:

Dial (for higher quality, dial a number based on your current location):

US: +1 669 219 2599 or +1 206 337 9723 or +1 253 215 8782

Webinar ID: 825 3440 4738

International numbers available: <https://us06web.zoom.us/j/82534404738>

Find your local number: <https://zoom.us/j/9171111111> or
<https://us06web.zoom.us/j/9171111111>

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 jmalcolm@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 jmalcolm@marincounty.org, and best efforts will be made to provide such assistance.

RICHARDSON BAY REGIONAL AGENCY

Board of Directors Meeting Agenda

May 12, 2022

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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 clicking on “raise hand”, or via phone by typing *9 to raise your hand. You will be recognized to speak at the appropriate time during the agenda items.

5:30 PM: CALL TO ORDER IN REMOTE OPEN SESSION

- 1) **Call to order and roll call.**
- 2) **Public Comment.** 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 Brown Act, Board members may not deliberate or take action on items not on the agenda, and generally only may listen.
- 3) **Adjourn to Closed Session;** anticipated litigation Govt. Code 54956.9 (d) (4); number of potential cases: one
- 4) **Adjourn to Regular, Open Session;**
- 5) **Report out of Closed Session**
- 6) **Reports/comments:**
 1. Staff report(s)
 1. Interim Executive Director
 2. Harbormaster

2. Board Member comments.

7) **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.

1. Approve minutes of 4/14/2022.
2. Attachment: Draft Minutes of 4/14/2022
3. Staff Report -Adopt Resolution 06-22 allowing, but not requiring, continued use of tele/video-conferencing for Richardson Bay Regional Board of Directors.
meetings subject to the Brown Act.
4. Attachment: Resolution 06-22.

8) **Mooring Field Development**

1. Receive report and presentation from Consultant, GHD;
Recommendation: 1) Approve revised mooring field layout; 2) Select appropriate mooring system for deployment; adopt Resolution 07-22 affirming temporary nature of mooring field
2. Attachment: Resolution 07-22.
3. Attachment: 2022-05-02 George Shea Email
4. Attachment: Mooring Field public comment as of 5/8/22

The following comments were received after the 4/14/22 agenda was published but before the Board Meeting:

5. Attachment: 2022-04-14 Spinnaker Restaurant Letter
6. Attachment: 2022-04-14 Mary Wand Email

9) **Coastal Policy Solutions – Contract Amendment**

1. Receive report; approve contract amendment with revised scope of work to include NOAA grant; increase Coastal Policy Solutions contract to \$355,014.75.
2. Attachment: CPS Fully Executed Contract 6-11-21
3. Attachment: CPS Proposed Amendment 5-4-22
4. Attachment: CPS Contract Amendment #1

10) **Social Media Policy**

1. Receive report and after Board discussion and public input, approve Social media Policy for use of social media accounts by RBRA.
2. Attachment: Draft Social Media Policy
3. Attachment: Resolution 08-22

ADJOURN

AN AGENDA PACKET IS AVAILABLE AT THE RBRA WEBSITE rbra.ca.gov and at the Marin County Community Development Agency, 3501 Civic Center Dr. Room 308, San Rafael, CA 94903 (415) 971-3919 jmalcolm@marincounty.org

RICHARDSON BAY REGIONAL AGENCY

STAFF REPORT

For the meeting of May 12, 2022

To: Board of Directors
From: Steve McGrath, Interim Executive Director
Subject: Interim Executive Director's Report

STAFF RECOMMENDATION:

Receive and file

SUMMARY:

Fiscal: Continued with FY 23 budget for final adoption at June meeting.

Administration: The recruitment for the Executive Director position remains open. Working with outreach consultant on multiple fronts.

Transition Plan 2.0: The Plan is now on the RBRA website; the comment period closed on May 6; comments will be included as appropriate, all will be addressed, and the Plan will return to this Board at the June meeting.

BCDC and Settlement Agreement: Continuing to work on the mooring field project. See related Staff Report and consultant presentation. Regular meetings with BCDC staff; preparing for quarterly update to BCDC Enforcement Committee.

Housing: Continue to work with partner agencies in seeking creative solutions to the very challenging issue of finding housing for 57 individuals.

General: multiple meetings/conversations with Board members, County staff, Sausalito and other stakeholders. Meetings re OPC/NOAA grants.

RICHARDSON BAY REGIONAL AGENCY

STAFF REPORT

For the meeting of May 12, 2022

To: Board of Directors
From: Jim Malcolm, Harbormaster
Subject: Harbormaster's Report

STAFF RECOMMENDATION:

Receive and file

Reporting Period April 1, 2022 Through May 6, 2022

Vessel metrics.

67	Number of vessels in anchorage excluding transient vessels
0	Number of transient vessels in anchorage
4	Number of floating homes
71	Total Number of vessels, transient vessels and floating homes as of May 6, 2022
56	Number of vessels inside the Eel Grass Protection zone

Significant events:

One vessel from the safe and seaworthy program went adrift this month and landed on the Belvedere shoreline. Vessel owner was able to remove the vessel on high tide and was placed back on the anchorage.

No new vessels on the anchorage this month. Efforts continue to work with vessel owners and occupants to reduce the number of unoccupied "extra" vessels on the anchorage.

Continued coordination with Marin County Sheriff Marine Patrol, and new coordination efforts with Marin County Code enforcement took place this month discovering pathways toward effective anchorage management and vessel/ floating home removal.

RICHARDSON BAY REGIONAL AGENCY

DRAFT MINUTES OF April 14, 2022

Board of Directors Meeting

HELD REMOTELY VIA ZOOM

5:30 PM: CONVENE IN REMOTE OPEN SESSION

1. Call to order and roll call.

BOARD MEMBERS PRESENT: Stephanie Moulton-Peters, Chair (Marin County); Jim Wickham (Mill Valley); Jack Ryan (Tiburon)

STAFF MEMBERS PRESENT: Steve McGrath (Interim Executive Director);
Jim Malcolm (Harbormaster);
Karen Prows (Administrative Technician)

2. PUBLIC COMMENT:

Chris Carr – Comment deferred to item #6 on agenda.

3. REPORTS AND COMMENTS:

- a. Staff Reports
 - i. Executive Directors Report
 - ii. Harbormasters Report
- b. Board Member Comments

none

Public comment:

none

4. CONSENT AGENDA:

- a. Approved minutes of March 10, 2022.
- b. Adopted Resolution 04-22 allowing, but not requiring, continued use of tele/video-conferencing for Richardson Bay Regional Agency Board of Directors meetings subject to the Brown Act.
- c. Drafted Resolutions 04-22

No Public Comments were made

M/S Block/Wickham:

Motion passed 3-0

5. AUDIT FISCAL YEARS 2020/ 2021:

- a. Received report from J. Ricardi, Inc.

No Public Comments were made

Motion to Accept report regarding audit fiscal year 2020/2021

Motion/ Second

Wickham/ Ryan

Motion passes 3-0

6. MOORING FIELD DEVELOPMENT:

- a. Received report and presentation from consultant GHD: recommendation requested to provide direction to staff for mooring field layout.

The following parties made public comments at the meeting in addition to the written public comments included in the agenda:

1. Arthur Bruce
2. Rebecca Schwartz Lesburg
3. Joan Cox
4. Craig Merrilees
5. Sandra Bushmaker
6. Janelle Kellman
7. Chris Carr
8. Bob Lalane
9. Barbara Salzman
10. Jeff Jacobs

Board member comments were made as follows:

Director Ryan,
Director Wickham,
Chair Moulton Peters

Motion was made with direction for staff to move forward with alternative #3 provided by GHD to the board with a hybrid of removal of 5 of the twenty moorings located in the southeast corner of the mooring field.

Motion/ Second

Ryan/ Wickham

Motion Passed 3-0

Additional motion was made to provide written resolution declaring the temporary nature of the mooring field. Mooring field to be removed upon completion of the BCDC/ RBRA settlement agreement

Motion/ Second
Ryan/ Wickham
Motion passes 3-0

7. PRELIMINARY BUDGET FOR JULY 1, 2022 – JULY 30, 2023:

- a. Report received on preliminary budget for July 1, 2022 – July 30, 2023. Staff recommended approval of preliminary budget and passing of resolution 05-22.

Public comments:

1. Arthur Bruce

Motion/ Second
Wickham/ Ryan
Motion passed 3-0

The meeting was adjourned at 7:40 pm.

Approved at the May 12, 2022 Meeting.

RICHARDSON BAY REGIONAL AGENCY

STAFF REPORT

For the meeting of May 12, 2022

To: Board of Directors
From: Steve McGrath, Interim Executive Director
Subject: Return to in-person meetings

STAFF RECOMMENDATION:

Staff recommends that:

1. This Board continue to meet virtually until the Marin County case rate exhibits a consistent downward trend over time and the likelihood of a return to virtual meetings is greatly reduced; **and**
2. This Board wait until the city of Belvedere has appointed a new representative to the RBRA Board, and a full complement of Directors is available to make a decision regarding returning to in person meetings; **and**
3. Adopt the attached resolution 06-22 to allow but not require virtual meetings.

Motion: Adopt Resolution 06-22 authorizing but not requiring the continued use of video and or tele-conferencing for public meetings.

SUMMARY:

In September 2021, Governor Newsom signed [AB-361](#). The legislation, which took effect immediately, provides that local government bodies subject to the Brown Act can continue to use video and/or teleconferencing through December 31, 2023 in the manner that Governor Newsom's executive orders authorized during the COVID-19 pandemic. A public entity can use AB 361's provisions under certain conditions, including when state or local officials have recommended social distancing during a proclaimed state of emergency.

In accordance with the Center for Disease Control (CDC), the Director of Health & Human Services has recommended continued social distancing and wearing of masks to enhance safety at public meetings. At the time of preparation of this report, Marin County's case rate stood at 18.9 per 100,000 residents (7.8 at the time of the last Board meeting) (48.9 unvaccinated, 20.9 vaccinated and boosted, 8.3 vaccinated and not boosted), a significant increase since the Board meeting of April 14, 2022. Regardless, this is a dramatic decrease since the high on January 10, 2022 of 162.3. For more information, see <https://coronavirus.marinhhs.org/surveillance> .

[Type here]

Effective March 1, 2022, the California Department of Public Health (CDPH) waived the requirement for the wearing of masks in most indoor settings, including local government facilities, replacing the requirement with a strong recommendation that all people, regardless of vaccination status, continue to mask.

On April 26, 2022, President Biden's chief COVID advisor, Dr. Anthony Fauci said

"We are certainly right now in this country out of the pandemic phase...We are now transitioning — not there yet, but transitioning — to more of an endemicity, where the level of infection is low enough that people are starting to learn how to live with the virus, still protecting themselves by vaccination, by the availability of antivirals, by testing." (Interview with PBS News Hour)

The proposed resolution would provide the RBRA Board of Directors with the option, but not the requirement, to continue to use video- and/or teleconferencing when appropriate for the next thirty days and while the state proclamation of emergency remains in place.

Attachment: DRAFT Resolution 06-22

RICHARDSON BAY REGIONAL AGENCY

RESOLUTION NUMBER 06-22

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RICHARDSON BAY REGIONAL AGENCY REGARDING TELE/VIDEO-CONFERENCE MEETINGS DURING THE COVID-19 STATE OF EMERGENCY

WHEREAS, the Richardson Bay Regional Agency (the “RBRA”) is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of the RBRA’s legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the RBRA’s legislative body conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, on March 4, 2020, Governor Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the State prepare for a broader spread of COVID-19; and

WHEREAS, on March 17, 2020, in response to the COVID-19 pandemic, Governor Newsom issued Executive Order N-29-20, which suspended certain provisions of the Ralph M. Brown Act in order to allow local legislative bodies to conduct meetings electronically without a physical meeting place; and

WHEREAS, as a result of Executive Order N-29-20, staff set up Zoom teleconference meetings for all RBRA Board of Directors meetings; and

WHEREAS, on June 11, 2021, Governor Newsom issued Executive Order N-08-21, which specified that Executive Order N-29-20 would remain in effect through September 30, 2021, at which point it would expire; and

WHEREAS, since the issuance of Executive Order N-08-21, both the Delta and Omicron variants have emerged, causing a spike in COVID-19 cases throughout the state; and

WHEREAS, the Governor's proclaimed State of Emergency remains in effect, and State and

local officials, including the Marin County Director of Health and Human Services, the California Department of Public Health, and the Department of Industrial Relations, have imposed or recommended measures to promote social distancing; and

WHEREAS, on September 16, 2021, the Governor signed Assembly Bill 361 into law, as urgency legislation that went into effect on October 1, 2021, amending Government Code Section 54953 of the Brown Act to allow legislative bodies to continue to meet remotely during a proclaimed state of emergency, provided certain conditions are met and certain findings are made; and

WHEREAS, because of the prevalence of cases of the Omicron and Delta variants, the RBRA is concerned about the health and safety of attendees, the RBRA's Board of Directors desires to take the actions necessary to comply with AB 361 and to continue to hold its Board and committee meetings remotely.

NOW, THEREFORE, THE RICHARDSON BAY REGIONAL AGENCY BOARD OF DIRECTORS RESOLVES AS FOLLOWS:

1. The Board has reconsidered the circumstances of the State of Emergency, and finds that:
 - a. The factors triggering the State of Emergency continue to directly impact the ability of the members of the Board of Directors and RBRA staff, and members of the public to meet safely in person; and
 - b. State and local officials continue to recommend measures to promote social distancing.
2. RBRA Board of Directors meetings will continue to be conducted remotely for the next 30 days in compliance with AB 361 and Government Code Section 54953(e)(2), in order to ensure the health and safety of the public while providing access to public meetings.
3. The Board of Directors will reconsider the circumstances of the State of Emergency and revisit the need to conduct meetings remotely within 30 days of the adoption of this Resolution.

REGULARLY PASSED AND ADOPTED this 12th day of May, 2022.

Votes:

CERTIFICATION:

Stephanie Moulton-Peters - Board Chair

Karen Prows – Board Clerk

ITEM 7.4

RICHARDSON BAY REGIONAL AGENCY

STAFF REPORT

For the meeting of May 12, 2022

To: Board of Directors
From: Steve McGrath, Interim Executive Director
Subject: Mooring Field, Gear Selection and Time Limited Use

STAFF RECOMMENDATION:

Receive report and presentation from Consultant GHD on mooring field and mooring gear selection, and after discussion and public comment, select mooring field gear selection per staff recommendation. Adopt Resolution 07-22 affirming this Board's commitment to the temporary nature of the proposed mooring field.

Motion: Approve staff recommendation and select 'helix and elastic' mooring gear for the proposed mooring field. Authorize staff to seek bids for purchase of the gear prior to issuing Invitation for Bids for installation.

Motion: Adopt Resolution 07-22 recognizing the requirement for the installation of a mooring field and affirming the temporary nature of the installation.

SUMMARY:

In August 2021, this Agency entered into a Settlement Agreement (SA) with the Bay Conservation and Development Commission (BCDC). The Agreement detailed a five-year plan for the implementation of the provisions of the Richardson Bay Special Area Plan (1984) with specific regard to anchor-outs and houseboats.

Section 6 of the Agreement states in part:

Temporary Use of Moorings. By December 15, 2022, RBRA will (emphasis added) install in its anchoring zone (outside of its Eelgrass Protection Zone) approximately 15 to 20 moorings such as those described in RBRA's Ecologically-based Mooring Feasibility Assessment and Planning Study.

At the meeting of April 14, 2022, this Board heard public testimony, discussed the layout of the mooring field, opted for a smaller configuration of 15 moorings and in response in particular to concerns expressed by members of the Sausalito City Council regarding the potential long-term nature of the installation, adopted a position affirming the temporary nature of the installation.

RBRA's consultant GHD will present to the Board a more detailed look at the mooring field and will discuss the various options for selection of the mooring gear. At one end of the spectrum will be the traditional dead weight and chain; at the other end, helical anchors and an elasticized connection to the vessel. There are hybrid options also.

While cost will certainly be a consideration in the selection of the gear (and this includes cost of installation and potential removal), staff at this point, absent any specific cost estimates, recommends selection of the helical anchor and elastic as the least impactful installation.

Additionally, staff will work with BCDC, consultants and contractors on a phased installation if feasible and if not cost prohibitive. This might be the installation of the 15 moorings in three phases as vessels are identified and ready for relocation on to the moorings.

FISCAL IMPACT: Funds for this project are currently included in the adopted FY 22 budget and the preliminary FY 23 budget.

Attachment: Resolution 07-22 affirming the temporary nature of the mooring field.

RICHARDSON BAY REGIONAL AGENCY

RESOLUTION NUMBER 07-22

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RICHARDSON BAY REGIONAL AGENCY AFFIRMING THE TEMPORARY NATURE OF THE PROPOSED MOORING FIELD

WHEREAS, eel grass has value as a foundational element to a healthy marine environment and habitat for the herring and anchovy fisheries and the birds which are native to or stop in Richardson Bay; and

WHEREAS, vessels anchored within the eelgrass beds cause damage to the eelgrass; and

WHEREAS, the Richardson Bay Regional Agency (RBRA) is committed to protecting and restoring the eelgrass beds of Richardson Bay; and

WHEREAS, the RBRA entered into a settlement agreement (SA) with the Bay Conservation and Development Commission (BCDC) in August of 2021 that requires certain actions by the RBRA and outlines goals to be reached for removal of all illegally anchored vessels in Richardson Bay; and

WHEREAS, in accordance with the terms of the SA, RBRA codified an Eelgrass Protection Zone and developed an Eelgrass Protection and Management Plan; and

WHEREAS, additionally and in accordance with the SA, the RBRA has embarked on a plan to install a mooring field in the Anchorage Zone, to be completed by December 15, 2022; and

WHEREAS, the SA stipulates that if the moorings are to remain beyond October 15, 2026, additional permitting from BCDC is required; and

WHEREAS, despite the possibility of the moorings being of beneficial use to visiting boaters in the long term, the RBRA has heard and respects the objections of neighboring Sausalito council members; and

WHEREAS, the RBRA Board of Directors is, in 2026, unlikely to pursue a permit for continued use of the mooring beyond October 15, 2026 in the face of opposition from representatives of the City of Sausalito,

NOW, THEREFORE, THE RICHARDSON BAY REGIONAL AGENCY BOARD OF DIRECTORS RESOLVES AS FOLLOWS:

1. The Board has received input from representatives of the City of Sausalito, and finds that:
 - a. The RBRA Board of Directors, in keeping with the letter and intent of the Settlement Agreement, affirms the temporary nature of the mooring field; and
 - b. The RBRA Board, based on information available as of this date, additionally affirms its intent not to apply for an extension of the temporary permit for the mooring field.
 - c. The RBRA Board reserves its right, based on new information or changed circumstances, to consult with stakeholders and adopt a different position in the future, but in no circumstances any earlier than April 15, 2025.

REGULARLY PASSED AND ADOPTED this 12th day of May, 2022.

Votes:

CERTIFICATION:

Stephanie Moulton-Peters - Board Chair

Karen Prows, Board Clerk

From: George Shea <geoirishbox@yahoo.com>
Sent: Monday, May 2, 2022 2:59:28 PM
To: Malcolm, James <jmalcolm@marincounty.org>
Cc: Sausalito Yacht Harbor <elsa@syharbor.com>
Subject: RBRA Mooring Field

I completely object to this idea. Why do a few people get to squat on the Bay? In my opinion this is poorly thought out plan apparently to ease the County's obligation to find housing for poor people. Living aboard a moored boat is dangerous for those residing on vessels. What is the plan for providing food, sewage pumping out, water??? Where will all the dinghys park as the moored out people come and go?

Meanwhile it might be nice for the authorities to consider the investment boat owners have berthing their craft. Living aboard is just not a viable solution.

Who is going to be liable when a mooring fails and it and the boat drift away in a storm? Who is going to pay to rescue these folks? Stick to the original well thought out plan to slowly but surely open up the Sausalito waters to the public without having another homeless enclave on public land/water. So far successful.

NO MOORINGS PLEASE

George J. Shea
Marin ADI Panel Attorney
415-999-9358

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Holly Stewart Carey

4 Cloud View Road, Sausalito, CA 94965

415.690.9300

holly@hollystewart.com

May 7, 2022

RBRA

Marin Supervisors

Sausalito City Council

Stephanie Moulton-Peters

Jim Malcolm

Janelle Kellman

<https://www.marincounty.org/depts/bs/contact-us>

Dear RBRA , Marin Supervisors and Sausalito City Council:

We are strongly opposed to the mooring placements. We use the bay to kayak, paddle board and enjoy the views. It has taken YEARS to clean up the anchor outs that were polluting the water and interfering in the beauty of the bay. Our fear if you bring the moorings back the anchor outs will be back which is bad for the residents, visitors, tourist and Sausalito proper.

The positioned right across the channel from Spinnaker, Sausalito Yacht Harbor, Pelican Harbor, and Sausalito Yacht Club this will have significant and long-term negative impacts on Sausalito's southern waterfront the city and its residents. This is some of our most beautiful and valued views.

We consider this RBRA proposal harmful to our community and the health of the bay. Please STOP the RBRA from going forward with this ill-advised plan. Save our waterfront.

Sincerely,

Holly Stewart Carey

From: JAMES McKibben <jamesmckibben@sbcglobal.net>
Sent: Saturday, May 7, 2022 3:21:15 PM
To: Malcolm, James <jmalcolm@marincounty.org>
Subject: Temporary residential mooring in Sausalito

What an asinine idea. Pure pollution waiting to happen. Raw sewage, junk flotsam and jetsam, drug users, etc. You must be out of your mind.

I vehemently oppose this idea. Enough!!! Save the Bay!!

Jim MCKIBBEN
105 Sacramento Ave
Sausalito CA 95965

Email Disclaimer: <https://www.marincounty.org/main/disclaimers>

From: Tom Kowalski <tomfsfcal@gmail.com>
Sent: Saturday, May 7, 2022 7:51:43 PM
To: Malcolm, James <jmalcolm@marincounty.org>
Cc: Moulton-Peters, Stephanie <smoultonpeters@marincounty.org>
Subject: Re: RBRA/ Mooring Ball Field/ R Bay off of Sausalito/ Meeting on 4/14/22

Good Evening, Commissioners

In preparation to attend the RBRA meeting on 5/12/22 and the www.sausalitoyachtclub.org lecture on 5/11/22, I offer the following comments to my prior.

Per the Marin IJ article dated 5/5/22 entitled " Richardson Bay advocates seek 1.2 M for eelgrass restoration " by G Ricapito, I ask that my written comments be added into the public record.

These are as follows:

1. I agree with plans to restore the eelgrass. This is a noble and prudent effort.
2. In the referenced article, there is mention of " \$200,000 for the development of a plan". Frankly, it is acknowledged that the primary cause of grass destruction is the " sway " of anchored boats at low tide.
3. I agree with the comments of S McGrath of " hard to overstate the importance of the eelgrass habitat to Richardson Bay "
4. With agreement on the above points, the RBRA is attempting to install M Balls that are contrary to your stated position(s).

Outside of my prior comments, the RBRA is requesting \$ to restore the R Bay infrastructure and at the same time advocating installation of Mooring Balls that will add to the destruction of the infrastructure.

In my opinion, I can not follow the logic to this.

The RBRA is asking for funds to restore while adding to the degradation.

I am baffled by this ! This makes No Sense at All ! (In chatting with a Schoonmaker Marina neighbor, this is akin to a " puppy chasing their tail ")

My prior opposition is stiffened.

I remain opposed to the RBRA M Ball field.

Respectfully submitted, Tom A Kowalski

44 Defever " Keel Basa" Schoonmaker Marina
Staff Commodore 2020
415-806-7034

On Thu, Apr 14, 2022 at 7:33 PM Tom Kowalski <tomfsfcal@gmail.com> wrote:

Good Evening

Per my attendance at the Zoom RBRA meeting of tonight, I did need to move on to other matters after 90 minutes.

Kindly include my comments into the record for public review:

1. I concur with the comments of the 3 prior Sausalito Mayor's/ Council members on this matter. Their comments were clear and direct. The inclusion of Sausalito and the Turney St dock has not been reviewed nor agreed upon.
2. This proposal is minus plans for those who can not/ will not join into the Safe Harbor program
3. There is no allocation of funds to install nor maintain this proposed mooring ball field.
4. As for these moorings being seaworthy and " temporary ", I question such.

In summation, I contend that the current issue of housing is not resolved by these efforts. Resources will be better used/spent to assist with safe and secure housing on land versus a proposed mooring ball field. My prior objection to these matters have been written and my opposition to this plan has increased.

This mooring ball field is a mistake.

Thank You, Tom A Kowalski

" Keel Basa " / 44 Defever/ Sausalito, CA

Open water rower/ Sausalito, CA

Staff Commodore/ A Southern Marin Yacht Club (Per club guidelines, I am precluded from informing you of the club.)

415-806-7034

----- Forwarded message -----

From: **Tom Kowalski** <tomfsfcal@gmail.com>

Date: Wed, Apr 13, 2022 at 11:16 AM

Subject: RBRA/ Mooring Ball Field/ R Bay off of Sausalito/ Meeting on 4/14/22

To: <jmalcolm@marincounty.org>

Dear Commissioner, kindly accept my comments and add into RBRA minutes, the following:

1. In the past, the environmental issues and damage to the eelgrass beds have been documented and noted per extended " swing " of vessels on mooring balls in Richardson Bay.
2. A potential expansion of a ball field is contrary to the plethora of efforts to reduce illegally anchored / moored vessels in Richardson Bay.
3. To the best of my knowledge, no fiscal plan has been established for installation and maintenance of these proposed moorings
4. These proposed efforts are contrary to the BCDC regulations established for limited anchoring and the like.
5. From a safety perspective, the position of these moorings would be a hazard to vessel traffic and pose a threat to marinas along the Sausalito waterfront in the scenario of storms, surge with wind with vessels " breaking away ".

6. As previously reported by the Sausalito Police Department, crime at marina's increases with increased anchor outs and the like.

7. Currently, no pump out plan has been identified for this long term occupancy.

In being the owner and operator of a 44 foot trawler in Sausalito Harbor (Berthed in a professionally operated marina in Marinship) and a former executive board member/director of a Southern Marin Yacht Club, I object to these plans to install a mooring ball field off of Sausalito. I find these plans illogical, ill conceived, minus environmental review with disregard to marine safety.

Respectfully submitted

Tom A Kowalski

" Keel Basa " / 44 Defever/ Sausalito, California

Email Disclaimer: <https://www.marincounty.org/main/disclaimers>

From: dougloyd39@gmail.com <dougloyd39@gmail.com>

Sent: Sunday, May 8, 2022 12:43:27 PM

To: Malcolm, James <jmalcolm@marincounty.org>; Moulton-Peters, Stephanie <smoultonpeters@marincounty.org>

Subject: Proposed mooring field - very bad for Sausalito!

The proposed "temporary" residential mooring field for anchor-outs off downtown Sausalito is a terrible idea.

It's proposed position right across the channel from the Spinnaker restaurant, Sausalito Yacht Harbor, Pelican Harbor, and Sausalito Yacht Club will have significant and long-term negative impacts on Sausalito's southern waterfront.

Eel grass may be a worthy cause but this proposed "solution" is much too high a price to pay. Mooring fields require regular, expensive maintenance, particularly when used carelessly. Based upon the anchor-outs' past behavior, major ongoing maintenance should be anticipated.

Consider the impact on the Spinnaker Restaurant with its diners looking directly at semi-derelict boats piled high with the junk we routinely see on the anchor-outs. The same problem would apply to tourists aboard or waiting for the Sausalito Ferry.

Even if a mooring field at this location were acceptable to the local community and stakeholders, the number of mooring buoys proposed is woefully inadequate to eliminate the current problem.

Please do not do this!

Doug Lloyd

614 Sausalito Blvd

Sausalito, CA 94965

415-332-6443 Home

Email Disclaimer: <https://www.marincounty.org/main/disclaimers>

From: Linda Bucklin <lindabucklin@gmail.com>

Sent: Sunday, May 8, 2022 7:14:48 PM

To: Malcolm, James <jmalcolm@marincounty.org>

Cc: Moulton-Peters, Stephanie <smoultonpeters@marincounty.org>

Subject: RBRA Plan for "temporary" residential mooring field for anchor-outs

I am strongly opposed to RBRA moving ahead with its temporary residential mooring field for anchor-outs. This plan would have significant longterm negative impacts on Sausalito's southern waterfront.

In hopes RBRA will reconsider their intent to move ahead with this disastrous plan,

with respect,

Linda H. Bucklin

Email Disclaimer: <https://www.marincounty.org/main/disclaimers>



100 SPINNAKER DRIVE, SAUSALITO, CALIFORNIA 94965
(415) 332-1500

Richardson Bay Regional Agency
3501 Civic Center Drive, Room 308
San Rafael, CA 94903-4157

Dear Richardson Bay Regional Agency,

The Spinnaker has been fortunate to operate a restaurant along the Sausalito waterfront for over 61 years. We have seen many things occur on the waterfront through the years – some with positive and other negative effects. The proposed mooring field would have detrimental and disastrous effects on not only our business but the Sausalito Waterfront and the Richardson Bay. The Spinnaker opposes the use of the mooring field proposal.

The proposed mooring plan does not take into account the waterfront business and residents that reside along the Sausalito Waterfront. My business is built along the waterfront on pilings that support the restaurant and banquet facility. These supports are susceptible to un navigable boats that may break loose during rough tides and/or storms that may and will crash into the pilings and building causing significant damage and safety risks. We consistently see un navigable boats that have washed up on our property, our Sausalito neighbors and Belvedere that are currently being illegally moored in the Richardson Bay. The boats that are currently being moored in the Richardson Bay do not have trash, sewage cleanout services and are not properly registered, insured nor navigable. The mooring plan does not address any these issues, nor enforcement and we see some significant negative effects to the Richardson Bay. The Bay has become a recreational area for kayaks, paddle boards and junior sailing (kids) programs. The above mentioned sewage pollution would be a major health hazard to kids and adults in the bay. We would hate to see the Mooring field cause harm to the Sausalito Waterfront and Richardson Bay where it becomes a health and public nuisance.

Sincerely,

Jeff Scharosch
Partner
The Spinnaker

The Spinnaker
ITEM 8.5

From: Mary Wand <marywand01@gmail.com>
Sent: Thursday, April 14, 2022 2:19:49 PM
To: Malcolm, James <jmalcolm@marincounty.org>
Subject: Public Comment April 14, 2022 RBRA Meeting

I am writing to oppose the proposed Mooring Field Development, Item 6 on this evening's agenda. This proposal was developed without input from the City of Sausalito and its boating community, two entities that will be directly impacted should it be approved. Locating the mooring field in an area that has long been popular with recreational boaters will create potential on-the-water hazards and disrupt community access to safe and healthy outdoor activities. Boats, kayaks, SUPs, and other users will be forced out of the potential mooring area and into the channel where they will encounter larger vessels traveling to and from marinas further up Richardson's Bay, greatly increasing the potential for accidents. Furthermore, as anyone who has moored at the entrance to Richardson's Bay can tell you, this area is exposed to significant wind and wave action that can create hazardous conditions for the boats choosing to moor there and damage to property should they detach from the mooring. I urge the RBRA to reject the proposed Mooring Field Development and, if further proposals are deemed necessary, to work with the City of Sausalito to create a plan that serves the needs of the community.

Best regards,
Mary Wand
Junior Staff Commodore, Sausalito Yacht Club.

Sent from my iPad
Email Disclaimer: <https://www.marincounty.org/main/disclaimers>

Reply
Forward

RICHARDSON BAY REGIONAL AGENCY

STAFF REPORT

For the meeting of May 12, 2022

To: Board of Directors
From: Steve McGrath, Interim Executive Director
Subject: Coastal Policy Solutions, Contract Amendment #1

STAFF RECOMMENDATION:

Receive report from staff and consultant Rebecca Schwartz-Lesberg of Coastal Policy Solutions (CPS), and after discussion and public comment, approve contract amendment #1 to the existing CPS contract, adding responsibilities to implement components of the grant received from the National Oceanic and Atmospheric Administration (NOAA), and increase the contract amount by \$120,014.75.

Motion: Approve Contract Amendment #1 with Coastal Policy Solutions, and amend the contract total by \$120,014.75, for a revised total of \$335,014.75

SUMMARY:

In June of 2021, The Richardson Bay Regional Agency (RBRA) executed a contract with Coastal Policy Solutions to manage the Eelgrass Protection and Management Plan, funded by the Ocean Protection Council through a Proposition 68 grant received by RBRA. This grant totals \$324,681 and extends through September 2023.

RBRA was also successful in receiving a grant from NOAA for marine debris abatement, outreach and education, wildlife and habitat monitoring and project management. This grant totals \$330,205 and extends through August 2023.

As the NOAA work overlaps with and complements the OPC work CPS is already doing, staff recommends contracting with CPS for the wildlife and habitat monitoring (\$100,000) and project management (\$20,014.75) for this NOAA grant.

FISCAL IMPACT:

None at this time; all work is grant funded

Attachments:

CPS Contract, 6.11.21
CPS Proposed Amendment, 5.4.22
CPS Contract Amendment #1

**RICHARDSON'S BAY REGIONAL AGENCY
PROFESSIONAL SERVICES CONTRACT**

THIS CONTRACT is made and entered into this 11th day of June 2021, by and between the RICHARDSON'S BAY REGIONAL AGENCY hereinafter referred to as "Agency" and COASTAL POLICY SOLUTIONS, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, Agency desires to retain a person or firm to provide the following service: for implementation of the work program identified in the Ocean Protection Council Coastal Resiliency Grant executed on May 5, 2021 to support Phase 1 Implementation of the Eelgrass Protection & Management Plan, in an amount not to exceed a total amount of \$215,000 for all direct and sub-contracted project services to accomplish the grant; 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 Agency, 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 Agency 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 Agency 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 Agency with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

4. MAXIMUM COST TO AGENCY:

In no event will the cost to Agency for the services to be provided herein exceed the maximum sum of **\$215,000** 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 Agency may be amended by written notice from Agency to reflect that reduction.

5. TIME OF CONTRACT:

This Contract shall commence on June 11, 2021 and shall terminate on December 31, 2023. 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 Agency 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. The Agency and Contractor agree that the services to be provided under this Contract do not involve or require the use of any type of vehicle by Contractor, and that the Contractor shall be liable for any voluntary use of a vehicle on the part of the Contractor in performances of services under this contract.

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 Agency 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 Agency specifically consents to a "claims made" basis. The insurer shall supply Agency 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 Agency 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, Agency 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 Agency 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.

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the Agency 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 Agency 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 Agency 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 Agency.

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 Agency 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 Agency's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from Agency. 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 Agency as a work for hire. The Agency shall be considered, for all purposes, the owner of the work product and shall have all rights of ownership to the work, including, but not limited to, the non-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. The Agency hereby grants Contractor a non-exclusive, royalty-free right to use, publish, reproduce, copy and make derivative use of the work product in perpetuity. Contractor must receive written permission from the Agency prior to granting 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, Agency hereby acknowledges and agrees that ownership of such work product shall not be transferred to the Agency. Rather Contractor hereby grants the Agency a non-exclusive, royalty-free right to use, publish, reproduce, copy and make derivative use of the work product in perpetuity and may grant others grant others limited rights to use the work product.

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 Agency may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for underperformance or failure to perform services herein if such performance of services is inadvisable, impractical, or prevented by acts of God, riot, fire, flood, acts of war, insurrection, accident, order of any court, strikes, labor disputes, or other forces over which the Contractor has no control. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure. The parties shall mutually seek a resolution of the delay or the failure to perform.
- 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 Agency's performance and obligation to pay under this Contract is contingent upon an appropriation by the Richardson's Bay Regional Agency Board of Directors, the State of California or other third party. Should the funds not be appropriated Agency may terminate this Contract with respect to those payments for which such funds are not appropriated. Agency will give Contractor thirty (30) days' written notice of such termination. All obligations of Agency to make payments after the termination date will cease.

Where the funding source for this Contract is contingent upon an appropriation or grant from the Richardson's Bay Regional Agency Board of Directors, the State of California or other third party, Agency'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, Agency may reduce the Maximum Cost to Agency 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 Agency. 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 Agency, 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 Agency, 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, Agency will automatically withhold 7% from all payments made to vendors who are non-residents of California.**

2. **Contractor agrees to meet all applicable program access and physical accessibility requirements under State and Federal laws as may apply to services, programs or activities for the benefit of the public.**
3. **For Contracts involving any State or Federal grant funds, Exhibit D must be attached. Exhibit D shall consist of the printout results obtained by search of the System for Award Management at www.sam.gov.**

Exhibit D - Debarment Certification

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

- The certification in this clause is a material representation of fact relied upon by Agency.
- The Contractor shall provide immediate written notice to Agency 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 Agency's behalf by the Contract Manager named below. All invoices shall be submitted and approved by this Contract Manager and all notices shall be given to Agency at the following location:

Contract Manager:	Curtis Havel, Harbormaster
Dept./Location:	Richardson's Bay Regional Agency 3501 Civic Center Drive, Room 308 San Rafael, CA 94903
Telephone No.:	415-971-3919

Notices shall be given to Contractor at the following address:

Contractor:	Rebecca Schwartz, Coastal Policy Solutions
	105 Shoal Drive West
Address:	Vallejo, CA 94591
Telephone No.:	310-433-8410

22. ACKNOWLEDGEMENT OF EXHIBITS

Check applicable Exhibits


**CONTRACTOR'S
INITIALS**

- EXHIBIT A.**
- EXHIBIT B.**
- EXHIBIT C.**
- EXHIBIT D.**
- EXHIBIT E.**


<input checked="" type="checkbox"/>	Scope of Services	
<input checked="" type="checkbox"/>	Fees and Payment	
<input checked="" type="checkbox"/>	Insurance Reduction/Waiver	
<input type="checkbox"/>	Contractor's Debarment Certification	
<input type="checkbox"/>	Subcontractor's Debarment Certification	

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

CONTRACTOR:
COASTAL POLICY SOLUTIONS

By: 
Name: Rebecca Schwartz
Title: President

APPROVED BY:
RICHARDSON'S BAY REGIONAL AGENCY

By: 
Name: Curtis Havel
Title: Harbormaster

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

Agency Counsel: 

Date: 7/8/21

EXHIBIT "A"

Project Scope

Contractor will assist the Agency in implementing the Richardson's Bay Eelgrass Protection and Management Plan (EPMP) – Phase 1 Implementation Project (also referred to as the "EPMP Implementation Project"), funded by the California Ocean Protection Council (OPC) Proposition 68 Coastal Resilience Grant Program. This will be done with the input and support of the RBRA Board of Directors, RBRA staff, and relevant stakeholders.

The following tasks are proposed:

- Task 1: Finalize EPMP
 - Activities:
 1. Coordinate with and incorporate comments from stakeholders
 2. Submit Final EPMP to RBRA Board of Directors for adoption
 - Deliverables: Updated draft zone map; Final EPMP
- Task 2: Regulatory Changes
 - Activities:
 - Update RBRA Regulations to reflect updated zoning
 - Coordinate with United States Coast Guard on process for updating federal regulations governing Richardson's Bay to reflect updated zoning adopted in final EPMP
 - Update US Nautical Navigation Charts 18649 and 18653 and United State Coast Pilot 7
 - Deliverables: Updated RBRA Regulations; Updated navigation charts and Coast Pilot
- Task 3: Wildlife and Habitat Monitoring
 - Activities:
 - Conduct UAV (drone) waterbird monitoring during the winters (Nov-Mar) of 2021/2022 and 2022/2023
 - Complete aerial eelgrass surveys in summer 2021 and summer 2022 to document changes to anchor scour using methods consistent with Kelly *et al.* 2019.
 - Carry out one eelgrass bathymetric survey in 2022 to track eelgrass density and distribution in Richardson's Bay
 - Deliverables: Two waterbird monitoring reports covering the period Winter 2021-2022 and Winter 2022-2023; Two aerial eelgrass survey and analysis; One bathymetric survey of Richardson's Bay
- Task 4: Outreach and Education
 - Activities:
 - Develop and Implement Outreach and Education Plan
 - Deliverables: Outreach and Education Plan; Copies of handouts, boat logs, meeting reports
- Task 5: Project Management
 - Activities:
 - Conduct day to day project management of the above tasks, including subcontractor selection and oversight, partner relations, and assistance in the preparation of reports/invoices from RBRA to OPC
 - Deliverables: Progress reports and invoices as required

Contract Term: July 1, 2021 – December 31, 2023

Project Timeline:

Schedule	2021		2022				2023		
	July-Sept	Oct-Dec	Jan-Mar	Apr-June	July-Sept	Oct-Dec	Jan-Mar	Apr-June	July-Sept
Task 1: Finalize EPMP	[Dark grey bar spanning July-Sept 2021]								
Task 2: Regulatory Changes	[Dark grey bar spanning Jan-Mar 2022]								
Task 3: Wildlife & habitat monitoring	[Dark grey bar spanning Oct-Dec 2021]		Twice-monthly waterbird monitoring		June: UAV & side scan		Twice-monthly waterbird monitoring		June: UAV survey
Task 4: Outreach and education	Plan Development		Implementation						
Task 5: Project mgmt	[Dark grey bar spanning all months from 2021 to 2023]								

EXHIBIT "B"
FEES AND PAYMENT SCHEDULE (required)

AGENCY shall pay CONTRACTOR as follows:

- (1) BASE CONTRACT FEE. AGENCY shall pay CONTRACTOR a contract fee of not to exceed \$215,000 during the term of the contract. CONTRACTOR's hourly rate is not to exceed \$150/hr. CONTRACTOR shall submit requests for payment via invoice net 30 days following provision of services.
- (2) SUBCONTRACTORS. AGENCY shall pay CONTRACTOR for all allowable costs incurred by SUBCONTRACTORS as described in Section 8: SUBCONTRACTORS and as demonstrated via copies of invoices or other requests for payments submitted by SUBCONTRACTORS to CONTRACTOR.
- (3) MILEAGE. AGENCY shall not pay CONTRACTOR for travel by private, leased or hired vehicles as required by this Contract.
- (4) TRAVEL COSTS. AGENCY shall not pay CONTRACTOR for meals, lodging, or other travel costs not included in this Contract.
- (5) AUTHORIZATION REQUIRED. Services performed by CONTRACTOR and not authorized in this Contract shall not be paid for AGENCY. Payment for additional services shall be made to CONTRACTOR by AGENCY if, and only if, this Contract is amended by both parties in advance of performing additional services.
- (6) MAXIMUM CONTRACT AMOUNT. The maximum term of this Contract is \$215,000. The maximum amount payable to Contractor under this Contract for this period shall not exceed \$215,000.

EXHIBIT "C"
INSURANCE REDUCTION/WAIVER (if applicable)

CONTRACTOR: COASTAL POLICY SOLUTIONS

CONTRACT TITLE: RICHARDSON'S BAY BY-NAME COORDINATED ENTRY SYSTEM

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

	<i>Check Where Applicable</i>	<i>Requested Limit Amount</i>	<i>CAO Use Only</i>
General Liability Insurance		\$1 million aggregate	
Automobile Liability Insurance	X	\$ 0	
Workers' Compensation Insurance	X		
Professional Liability Deductible	X	\$	

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

NO AUTOMOBILE USE
NO EMPLOYEES
NO DEDUCTIBLE FOR PROFESSIONAL LIABILITY

Contract Manager Signature: _____

Date: _____

Extension: _____

Approved by Risk Manager: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/27/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<p>PRODUCER</p> <p>TERRY TRUSSELL 271 EAST H ST BENICIA, CA 94510</p>	<p>CONTACT NAME: TERRY TRUSSELL</p> <p>PHONE (A/C, NO, EXT): 707-746-1319 FAX (A/C, NO): 707-746-1273</p> <p>E-MAIL ADDRESS: TTRUSSELL@FARMERSAGENT.COM</p>														
<p>INSURED</p> <p>REBECCA SCHWARTZ COASTAL POLICY SOLUTIONS 105 SHOAL DR W VALLEJO, CA 94591</p>	<table border="1" style="width: 100%;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: EVANSTON INSURANCE COMPANY</td> <td>35378</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: EVANSTON INSURANCE COMPANY	35378	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
X	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		3AA414552	07/27/2020	07/27/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ EXCLUDED GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ EXCLUDED \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 COASTAL POLICY SOLUTIONS

CERTIFICATE HOLDER

CANCELLATION

RICHARDSON'S BAY REGIONAL AGENCY 3501 CIVIC CENTER DR ROOM 308 SAN RAFAEL, CA 94903	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>J.R. Trussell</i>
---	--



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/27/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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 COASTAL POLICY SOLUTIONS

CERTIFICATE HOLDER _____	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>[Signature]</i>
--	---

Proposed Amendment to the RBRA-Coastal Policy Solutions contract
May 4, 2022

Proposed changes to Exhibit A (Project Scope) of the existing contract

Addition of the following text:

- Task 6: NOAA Wildlife and Habitat Monitoring
 - Activities:
 1. Coordinate seasonal waterbird monitoring at the anchorage, aerial eelgrass survey during the summers of 2022 and 2023 to document changes to anchor scour, and 2022 eelgrass bathymetric survey of eelgrass density and distribution
 - Deliverables: Waterbird Monitoring Report, Aerial Eelgrass Survey Report, Bathymetric Survey Report
- Task 7: NOAA Project Management
 - Activities:
 1. Conduct day-to-day project management, including contractor oversight, partner relations, and submittal of reports and invoices as required by funder
 - Deliverables: Progress reports and invoices as required

Proposed change to Exhibit B (Fees and Payment Schedule) of the existing contract

Update the “Base Contract Fee” from \$215,000 to \$335,014.75.

The additional \$120,014.75 will be expended as follows:

DESCRIPTION	CPS Personnel Cost	Subcontractor budget*	Total Task Budget
Task 6: NOAA wildlife and habitat monitoring	\$40,000.00	\$60,000.00	\$100,000.00
Task 7: NOAA project management	\$20,014.75	\$ -	\$20,014.75
Total	\$60,014.75	\$60,000.00	\$120,014.75

* Subcontracts may include: waterbird monitoring contractor, aerial eelgrass survey contractor, eelgrass bathymetric survey contractor

RICHARDSON BAY REGIONAL AGENCY / COASTAL POLICY SOLUTIONS

CONTRACT AMENDMENT #1

The Professional Services Agreement between the Richardson Bay Regional Agency and Coastal Policy Solutions, dated June 11, 2021 is amended as follows:

Section 21:

Contract Manager: Curtis Havel, Harbormaster, is replaced by Steve McGrath (Interim) Executive Director

Exhibit A:

Amended to include the following:

- Task 6: NOAA Wildlife and Habitat Monitoring
 - Activities:
 1. Coordinate seasonal waterbird monitoring at the anchorage, aerial eelgrass survey during the summers of 2022 and 2023 to document changes to anchor scour, and 2022 eelgrass bathymetric survey of eelgrass density and distribution
 - Deliverables: Waterbird Monitoring Report, Aerial Eelgrass Survey Report, Bathymetric Survey Report
- Task 7: NOAA Project Management
 - Activities:
 1. Conduct day-to-day project management, including contractor oversight, partner relations, and submittal of reports and invoices as required by funder
 - Deliverables: Progress reports and invoices as required

Exhibit B:

1. Base Contract fee is increased from \$215,000 to \$335,014.75
6. Maximum Contract Amount is increased from \$215,000 to \$335,014.75

CONTRACTOR:

Coastal Policy Solutions

By: _____

Name: _____

Title: _____

Date: _____

APPROVED BY:

Richardson Bay Regional Agency

By: _____

Name: _____

Title: _____

Date: _____

RICHARDSON BAY REGIONAL AGENCY

STAFF REPORT

For the meeting of May 12, 2022

To: Board of Directors
From: Steve McGrath, Interim Executive Director
Subject: Social Media Policy

STAFF RECOMMENDATION:

Staff recommends that this Board receive the staff report, and, after discussion and public comment, adopt Resolution 08-22, approving the Social Media Policy, as may be amended.

SUMMARY:

The Richardson Bay Regional Agency (RBRA) has an implicit obligation to communicate effectively with the taxpayers that support the Agency. Currently, the major form of communication employed is the RBRA website: www.rbra.ca.gov.

Various forms of communication media have various time frames of immediacy associated with them, for example:

Written documents, periodicals, newsletters are static and not immediately useful for timely communication but are excellent for the development of source materials;

Websites are comparatively easily updated, and are more adaptable than written forms of communication (hard copy documents);

Social media is the most immediate communication format and possibly the most widely used currently. This group breaks down further into sites such as Facebook being the (slightly) more measured social media and platforms such as Twitter which are very immediate.

To properly communicate with the public, RBRA should employ every means at its disposal, including social media. However, the media must be managed and there should be guardrails around the use of such platforms to promote responsible discourse and communication, and avoid personal attacks, promulgation of discrimination against protected classes, and hate speech.

Staff recommends this Board review the attached draft 'Social Media Policy', which has been reviewed by RBRA counsel, as a means to responsibly allow the use of social media platforms by the RBRA, and after discussion and public comment, adopt Resolution 08-22 approving the Policy. Staff will then, working with our public affairs consultant

Lighthouse Public Affairs, develop the means and methods for communicating with the public via social media.

FISCAL IMPACT:

None at this time.

Attachments:

1. Draft Social Media Policy
2. Resolution 08-22, adopting the Social Media Policy

SOCIAL MEDIA POLICY

A. Purpose

This Social Media Policy ("Policy") sets forth guidelines for the appropriate and permissible creation, maintenance and use of all Richardson Bay Regional Agency (RBRA) social media platforms, accounts and content. The term "social media" refers to activities that integrate technology, social interaction and content creation. Social media enables users to create online communities to share information, ideas, messages, and other content by various means, including, but not limited to, Really Simple Syndication (RSS) and other web feeds, blogs, wikis, podcasts, and photo- and video-sharing. This Policy is designed to protect the RBRA and its Directors and staff and is in no way intended to restrict the flow of useful and appropriate communications or to abridge Directors' and staff's exercise of rights to the extent such speech is protected under the First Amendment of the United States Constitution, the National Labor Relations Act or any other applicable statutes.

B. Compliance with Applicable Policies and Laws

The RBRA's social media platforms, accounts and content shall comply with all appropriate RBRA policies and procedures. The RBRA's social media platforms, accounts and content shall also comply with RBRA conflict-of-interest rules, applicable ethics rules and policies, the Public Records Act, the RBRA's Records Management and Retention Policy, and other provisions of law.

C. Policy Statement

The RBRA permits and encourages the creation and use of social media platforms, accounts and content to facilitate the productive use of the Internet for business purposes and to disseminate information about the RBRA. To effectuate this objective, this Policy requires all Directors, staff, and hired representatives who create and/or use the RBRA's social media platforms, accounts and content to follow the guidelines set forth herein.

D. Administration and Conditions

1. Administration of Social Media for RBRA Business
 - a. The Executive Director or his/her designee(s) is solely authorized to create social media platforms for RBRA business purposes.
 - b. The Executive Director or his/her designee(s) is responsible for ensuring compliance with this Policy, as well as applicable federal, state, and local laws. The RBRA may restrict or remove any content that is deemed to be in violation of this Policy or any applicable law, or contrary to the RBRA's goals and/or interests, or unrelated to the subject of the original posting.
 - c. Content on RBRA social media sites is likely subject to the California Public Records Act. Any content maintained in a social media format that is related to RBRA business, including a list of subscribers and posted communication, may be a public record. Wherever possible, such sites shall indicate that any content posted or submitted for posting, including comments, may be subject to public disclosure upon request. The RBRA shall preserve records required to be maintained pursuant to a relevant records retention schedule for the required retention period on a RBRA server in a format that preserves the integrity of the original record and is easily accessible.
2. Conditions of Use of RBRA-Maintained Social Media
 - a. The Executive Director and his/her designees are solely authorized to speak on behalf of the RBRA.

- b. The same standards, principles, and guidelines that apply to RBRA staff in performance of their assigned duties also apply to staff's social media use. Staff may not engage in the use of Social Media platforms to publish, post, report on or discuss information or data about RBRA programs or activities that are considered sensitive, confidential, or not in final form.
- c. For those sites that allow for public comment, the Executive Director reserves the right to enable or disable the comment function.
- d. Content posted by members of the public on any social media website maintained by the RBRA is the opinion of the poster only, and does not necessarily reflect the positions, policies, or opinions of the RBRA.
- e. All content is to be fully accessible to any person requesting documents from the social media site.
- f. All social media platforms, accounts and content created by the RBRA must make known that they are maintained by the RBRA and that they abide by the terms of this Policy to the extent possible.

3. Access and Links to RBRA-Maintained Social Media

- a. All social media accounts and websites, to the extent possible, should contain a hyperlink to the RBRA's Official website.
- b. This Policy should be made accessible to users visiting the RBRA's social media platforms, either directly or through a hyperlink to the RBRA's official website, to the extent possible.
- c. The RBRA reserves the right to deny access to RBRA social media platforms to any individual who violates this Policy or any applicable law at any time and without prior notice.

4. RBRA Staff Use of Social Media

- a. Any creation, use, or monitoring of social media by staff of the RBRA relating to RBRA business or employment at the RBRA is subject to all federal, state, local laws and RBRA administrative policies and procedures, including without limitation, this Policy in its entirety.
- b. Staff may use RBRA information resources only for business purposes. Therefore, unless authorized to do so by the Executive Director, staff may not use/access personal social media during work time or on RBRA provided equipment.
- c. Directors, staff, and other users are not authorized to use the RBRA's trademarks or service marks (logos) in their postings to non-RBRA owned or controlled social media platforms or accounts.
- d. The RBRA disclaims any and all liabilities for losses or costs incurred as a result of content posted on or via social media platforms or accounts maintained by the RBRA, or as a result of conduct deemed to be in violation of this Policy, or any applicable laws. The RBRA does not necessarily endorse, and is not responsible for, any content that has been submitted by any other party. The RBRA shall inform all visitors and users of its social media sites of this disclaimer by posting the same to the RBRA's social media sites, when feasible.

Prohibited Content. For RBRA social media sites, certain types of content are prohibited and may be removed by the Executive Director or his/her designee(s), including, but not limited to those listed below. Additionally, for any site that allows comments, the page shall also include a Comment Policy Box, with the following disclaimer:

“Comments posted to this page will be monitored and inappropriate content will be removed. Under the RBRA’s Social Media Policy, the RBRA will remove any prohibited content, including, but not limited to:

- i. Content and/or language a reasonable person would find offensive, including but not limited to profane, obscene, pornographic content and/or language, or not consistent with community standards;
- ii. Content that promotes, fosters or perpetuates discrimination on the basis of any class protected under local, state or federal law;
- iii. Comments that are not topically related to the RBRA or the particular posting being commented upon;
- iv. Defamatory or libelous content;
- v. Sexual content or links to sexual content;
- vi. Threatening, violent, hateful, or malicious statements concerning any person or organization; (6)
- vii. Content that is false, factually inaccurate, or materially misleading;
- viii. Solicitation of commerce, including but not limited to advertising of any business or product/service for sale;
- ix. Conduct in violation of any federal, state or local law;
- x. Encouragement of illegal activity;
- xi. Information that may tend to compromise the safety or security of the public or public systems;
- xii. Content that violates a social media platform’s policies or terms of use, as may be updated;
- xiii. Uploading or attaching files or links to files that contain viruses, corrupted files, or any other similar software or program that may damage the operation of the RBRA’s or another’s computer;
- xiv. Materials that falsify the origin or source of software or other material contained in a file that is uploaded;
- xv. Content that violates a legal ownership interest, such as a copyright or trademark, of any party; and/or
- xvi. Content that violates another person’s right to privacy.

The RBRA disclaims any and all responsibility and liability for any materials that are prohibited under the RBRA’s Social Media Policy, which cannot be removed in an expeditious and otherwise timely manner. The RBRA does not necessarily endorse, and is not responsible for, any content that has been submitted by any other party.”

- e. Standard Guidelines. On any RBRA social media site, the following will be posted, when feasible:

“This is an official page of the Richardson Bay Regional Agency (RBRA). For more information about the RBRA, please visit <http://rbra.ca.gov> This site is intended to serve as a mechanism for communication between the public and the RBRA and as a forum to further the RBRA’s mission. Any comment submitted to this page and its list of followers may be considered a public record which is subject to disclosure pursuant to the California Public Records Act.”

RICHARDSON BAY REGIONAL AGENCY

RESOLUTION NUMBER 08-22

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RICHARDSON BAY REGIONAL AGENCY AFFIRMING THE NEED FOR TIMELY COMMUNICATION WITH THE PUBLIC, AND ADOPTING THE RBRA SOCIAL MEDIA POLICY

WHEREAS, The Richardson Bay Regional Agency (RBRA) has an implicit obligation to communicate effectively with the taxpayers that support the Agency; and

WHEREAS, to properly communicate with the public, RBRA should employ every means at its disposal, including social media; and

WHEREAS, social media has been shown to simultaneously allow for timely, if not immediate communication, but also for toxic communication and the dissemination of personal attacks and discriminatory speech; and

WHEREAS, public agencies have an obligation to clearly communicate how the tools at its disposal are to be used and the constraints placed upon them; and

WHEREAS, public agencies also have a commitment to the promotion of free speech; and

WHEREAS, a clearly written statement of policy outlining how the agency will manage its social media platforms is a necessary prerequisite to the use of such platforms;

NOW, THEREFORE, THE RICHARDSON BAY REGIONAL AGENCY BOARD OF DIRECTORS RESOLVES AS FOLLOWS:

1. The Board has an interest in communicating effectively and timely with the public, and
2. The use of social media are germane to this goal, and
3. The Social Media Policy as proposed is approved as a policy statement of this Board.

REGULARLY PASSED AND ADOPTED this 12th day of May, 2022.

Votes:

CERTIFICATION:

Stephanie Moulton-Peters - Board Chair

Karen Prows, Board Clerk