

AGREEMENT BETWEEN THE RICHARDSON BAY REGIONAL AGENCY AND THE MARIN HOUSING AUTHORITY TO ADMINISTER A TEMPORARY HOUSING SUPPORT PROGRAM

WHEREAS, the Richardson Bay Regional Agency (hereafter “RBRA”) is a local government agency dedicated to maintaining and improving the navigational waterways, open waters, and shoreline of Richardson Bay (hereafter “Bay”); and

WHEREAS, pursuant to the Richardson Bay Special Area Plan, in the interest of protecting Bay habitat and its ecosystem, neither habitation on vessels anchored in the Bay nor the anchoring of vessels beyond 72-hour permit limits are authorized; and

WHEREAS, on September 1, 2022, there were approximately 57 unhoused individuals staying on vessels anchored on the waters of the Bay beyond the permitted limit of 72 hours; and

WHEREAS, an August 2021 agreement between RBRA and the Bay Conservation & Development Commission provides that no occupied - or unoccupied - vessels on the Bay may exceed with 72-hour permit time limits as of October 15, 2026, with other intermediary deadlines for departures of vessels due to their location in the Eelgrass Protection Zone, their arrival after August 2019, and/or failure to enroll in RBRA’s Safe & Seaworthy Program; and

WHEREAS, the RBRA Transition Plan adopted by the RBRA Board of Directors in June 2020 and the Transition Plan 2.0 adopted by the RBRA Board of Directors in June 2022 provides goals, policies, objectives, strategies and other direction to facilitate the relocation of individuals located on vessels to safe housing on land or in an authorized liveaboard marina slip, while recognizing that many – if not most - have limited financial means, and that there is resistance among anchor-outs to relocating off anchored vessels in the Bay; and

WHEREAS, pursuant to policy direction in its Transition Plans, RBRA has secured one-time funding from the State of California, anticipated for expenditure over a three-year period, to address the removal of vessels from the Bay and provide financial support for the relocation into safe housing of individuals currently staying on vessels anchored in the Bay (hereafter “anchor-outs”); and

WHEREAS, RBRA wishes to retain the services of an agency with expertise, ability and authority in placing individuals in subsidized housing in Marin County for administration of a new program called the “RBRA Temporary Housing Support Program” (hereafter “Program”) supported by one-time State funds to provide subsidized housing support for the anchor-out community; and

WHEREAS, the Marin Housing Authority (hereafter "MHA") is a public corporation in the County of Marin that is authorized to provide decent, safe and sanitary housing for extremely low and very low income people, and has significant experience in administering a housing support program,

NOW, THEREFORE, IT IS HEREBY AGREED BY RBRA AND MHA AS FOLLOWS:

SECTION 1. RBRA ROLES & RESPONSIBILITIES

RBRA agrees to:

- A. Transmit to MHA funds that it receives from the State of California for the Program, outlined as follows:
 - 1. The cost of each housing voucher issued, calculated such that no recipient pays more than 30% of the qualifying recipient's income.
 - 2. An administrative fee of \$120 per voucher per month to cover the accounting, inspection, and annual recertification expenses.
 - 3. Funds for MHA Housing Locator and administrative support staff to proactively find housing units for anchor-outs, at an annualized cost of One Hundred and Forty Four Thousand dollars (\$144,000), subject to adjustment by mutual written agreement between RBRA and MHA.
 - 4. An estimated Thirty Thousand dollars (\$30,000) , pre-funded annually to fund miscellaneous costs associated with accessing and supporting housing, and supporting landlord relationships.
 - 5. A cap on the total amount to be transmitted by RBRA to MHA for Housing Support Program costs as set annually by mutual written agreement between RBRA and MHA.
 - a. For calendar year 2023, this total amount is established at Five Hundred Thousand dollars (\$500,000)
 - 6. Payment of monthly invoices from MHA for Voucher Program costs and services under this Agreement within 30 days of receipt.
- B. Assist MHA in identifying anchor-outs who are interested in the Voucher Program.
- C. Confirm to MHA, upon request by MHA, whether interested anchor-outs meet the Program eligibility requirement of having been primarily located on a vessel on the anchorage on June 1, 2022.
- D. Consider proposals from MHA on potential Program changes and any related policies, services or resources that would increase its participation, efficacy, and/or efficiency, subject to mutual agreement by MHA and RBRA.
- E. Meet with MHA representatives upon request.

SECTION 2. MHA SERVICES

MHA agrees to administer the Program by providing at the minimum the following services:

- A. Establish Eligibility Criteria and Program Guidelines and Requirements:
 - 1. Institute extremely low and very low-income eligibility criteria for the Program, consistent with limits utilized for other programs administered by MHA, notably the

Housing Choice Voucher Program (hereafter “HCV”) under the federal Department of Housing and Urban Development (HUD) Section 8 Program.

2. Establish guidelines, requirements and any additional criteria other than income for the Program modeled on the most recent MHA Administrative Plan approved by the MHA Board of Commissioners, while recognizing that the Program does not fall under the purview of HUD.
 3. Identify and confer with RBRA on potential Program changes and any related policies, services or resources that would increase its participation, efficacy, and/or efficiency, subject to mutual agreement by MHA and RBRA.
- B. With funding from RBRA from its State grant, allocate Housing Locator staff that:
1. Is familiar with the boating community or has a strong working relationship with County staff working with this population.
 2. Will proactively find housing for anchor-outs.
- C. Engage with potential Program tenant participants:
1. Explain eligibility criteria and guidelines, determine eligibility, and encourage participation by the anchor-out population.
 2. Guide interested and eligible participants through steps required to secure their housing assistance and housing units, and to maintain program eligibility.
- D. Confirm with RBRA the eligibility of Program tenant participants:
1. Confirm with RBRA and /or HHS that the Program applicants meet RBRA criteria for enrollment, including occupying a vessel on the Bay as of June 1, 2022.
 2. Before executing final Program agreements with applicants, confirm with RBRA that applicants:
 - a. have satisfied RBRA’s requirement for removal of their vessel from the Bay or turning in their vessel to RBRA; such vessels may qualify for the RBRA Vessel Buyback Program, under which a vessel owner receives compensation for turning-in their vessel to RBRA.
 - b. Completed all eligibility requirements of RBRA, including execution of a General Release and Compromise Agreement
- E. Engage with property owners and landlords:
1. Explain the Program to property owners and landlords and encourage them to make housing units available for use in the Voucher Program.
 2. Respond to questions and concerns from participating property owners and landlords, with an eye towards encouraging participation.
- F. Manage the Program: Manage the Program in a manner consistent with management of the HCV, including but not limited to:
1. Match Program tenant participants with available units and communicate with the involved parties as necessary to move the rental process forward.
 2. Execute any and all administrative procedures and payments necessary to initiate and maintain rental units and the enrollment of eligible tenant participants.

3. Invoice RBRA monthly for Voucher Program costs.
3. Respond to questions and concerns from property owners/landlords and tenant participants, and seek resolution where feasible.
4. Coordinate with the Department of Health and Human Services of the County of Marin to provide supportive “wraparound” social services for tenant participants, on an as-needed basis.
5. Provide and maintain administration, communication, record keeping and oversight of the Program in a manner that is comparable to what is usual and customary in MHA’s administration of the HCV.
6. Annually recertify the eligibility of Program participants.
7. Manage the transition of individuals who are no longer eligible for the Program due to failure to meet criteria, failure to comply with property owner/landlord, marina or Voucher Program regulations and requirements, or other disqualification, in a manner comparable to such transitions under the HCV.

G. Plan for subsidized housing support for tenant participants outside and beyond the Program:

1. Immediately place Program tenant participants who meet the extremely low or very low-income eligibility criteria for HCV Section 8 housing on the eligibility list for the HCV vouchers, for the purpose of transitioning them to the HCV program during or upon conclusion of the Program.
2. Transition Program tenant participants into the HCV program upon availability of applicable Section 8 vouchers, with the understanding that an estimated 10 (ten) Section 8 vouchers will be available annually.
3. Work with RBRA to transition participants into any other housing subsidy programs.

H. Communicate with RBRA:

1. Provide no less than monthly dashboard reports or similar access to current data on number of interested anchor-outs, pending applications, vouchers in use and their monthly cost, funds expended to date, projected costs based on current commitments, and other data as may be agreed upon between RBRA and MHA.
2. Report monthly to RBRA on the successes, challenges and other issues as warranted to maintain and improve the efficacy of the Voucher Program, including but not limited to the availability of housing units, the interest of anchor-outs, the eligibility, availability and transition of Voucher Program participants into Section 8, and other issues that may arise.
3. Meet with RBRA representatives upon request.

SECTION 3. TERM OF AGREEMENT

A. The term of this agreement shall be from its date of execution until depletion of funding from the State of California for the Voucher Program, which at this time is anticipated to be J December 31, 2025.

B. The term of this agreement may be extended by mutual written agreement of both parties.

SECTION 4. TERMINATION

A. If MHA fails to provide in any manner the services required under this Agreement or otherwise fails to comply with the terms of this Agreement or violates any ordinance, regulation or other law which applies to its performance herein, RBRA may terminate this Agreement by giving five (5) calendar days written notice to the party involved.

B. MHA shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which MHA has no control.

C. Either party hereto may terminate this Agreement for any reason by giving six (6) months 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 MHA, MHA shall be paid for services performed to the date of termination in accordance with the terms of this Agreement, so long as proof of required insurance is provided for the periods covered in the Agreement or Amendment(s).

SECTION 5. INSURANCE

A. Commercial General Liability: MHA shall maintain a commercial general liability insurance policy in the amount of \$1,000,000 (\$2,000,000 aggregate). RBRA shall be named as an additional insured on the commercial general liability policy.

B. Commercial Automobile Liability: Where the services to be provided under this Agreement involve or require the use of any type of vehicle by MHA, MHA shall provide comprehensive business or commercial liability coverage, including non-owned and hired automobile liability, in the amount of \$1,000,000.

C. Workers' Compensation: MHA acknowledges that 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 MHA 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 RBRA prior to commencement of work.

SECTION 6. ERRORS AND OMISSIONS, PROFESSIONAL LIABILITY OR MALPRACTICE INSURANCE

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

B. All policies shall remain in force through the life of this Agreement and shall be payable on a "per occurrence" basis unless RBRA specifically consents to a "claims made" basis. The insurer shall supply RBRA 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 Agreement be cancelled or non-renewed, it is MHA's duty to notify RBRA immediately upon receipt of the notice of cancellation or non-renewal.

C. If MHA does not carry a required insurance coverage and/or does not meet the required limits, the coverage limits and deductibles shall be set forth in an Exhibit A waiver attached hereto.

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

SECTION 7. ANTI DISCRIMINATION AND ANTI HARRASSMENT

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

SECTION 8. SUBCONTRACTING

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

SECTION 9. ASSIGNMENT

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

SECTION 10. LICENSING AND PERMITS

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

SECTION 11. BOOKS OF RECORD AND AUDIT PROVISION:

MHA shall maintain on a current basis complete books and records relating to this Agreement. 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 Agreement. In addition, MHA 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 Agreement. MHA will permit RBRA to audit all books, accounts or records relating to this Agreement of all books, accounts or records of any business entities controlled by MHA who participated in this Agreement in any way. Any audit may be conducted on MHA's premises or, at RBRA's option, MHA shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from RBRA. MHA shall refund any monies erroneously charged.

SECTION 12. APPROPRIATIONS:

RBRA'S performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Richardson Bay Regional Agency Board of Directors, the State of California or other third party. Should the funds not be appropriated, RBRA may terminate this Agreement with respect to those payments for which such funds are not appropriated. RBRA will give MHA thirty (30) days' written notice of such termination. All obligations of RBRA to make payments after the termination date will cease.

Where the funding source for this Agreement is contingent upon an annual appropriation or grant from the Richardson Bay Regional Agency Board of Directors, the State of California or other third party, RBRA's performance and obligation to pay under this Agreement is limited by the availability of those funds. Should the funding source for this Agreement be eliminated or reduced, upon written notice to MHA, RBRA may reduce the Maximum Cost to RBRA identified in Section 1 to reflect that elimination or reduction.

SECTION 13. RELATIONSHIP BETWEEN THE PARTIES:

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

SECTION 14. AMENDMENT:

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

SECTION 15. JURISDICTION AND VENUE:

This Agreement 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.

SECTION 16. INDEMNIFICATION

MHA agrees to indemnify, defend, and hold RBRA, 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 MHA's negligence, recklessness or willful misconduct in the performance of this Agreement.

SECTION 17. COMPLIANCE WITH APPLICABLE LAWS:

MHA 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, State of California Executive Order N-6-22 regarding sanctions in response to Russa's actions in Ukraine, 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 Agreement. In addition, the following NOTICES may apply:

1. **Pursuant to California Franchise Tax Board regulations, the County of Marin, as RBRA's fiscal agent, will automatically withhold 7% from all payments made to vendors who are non-residents of California.**
2. **MHA 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.**

SECTION 18. NOTICES

This agreement shall be managed and administered on behalf of RBRA by its Executive Director, named below. All invoices shall be submitted to and approved by the Executive Director. All notices shall be given to RBRA at the following location:

Agreement Manager: Steve McGrath, Interim Executive Director
Dept./Location: 3501 Civic Center Drive, Suite 308, San Rafael, CA 94903
Email: Smcgrath@rgs.ca.gov
Telephone: 805-550-8269

Notices shall be given to MHS at the following address:

MHA: _____
Address: _____
Email: _____
Telephone No. _____

SECTION 19. ACKNOWLEDGEMENT OF EXHIBITS:

Check applicable Exhibits

MHA INITIALS

<u>EXHIBIT A.</u>	<input type="checkbox"/>	Insurance Reduction/Waiver	
<u>EXHIBIT B.</u>	<input type="checkbox"/>	Contractor's Debarment Certification	
<u>EXHIBIT C.</u>	<input type="checkbox"/>	Subcontractor's Debarment Certification	

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

MARIN HOUSING AUTHORITY:

RICHARDSON BAY REGIONAL AGENCY:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: Interim Executive Director

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

Agency Counsel: _____ Date: _____