

# RICHARDSON'S BAY REGIONAL AGENCY

## **Board of Directors Meeting**

**Thursday, June 14, 2018**

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

**Tiburon Town Hall**

**1505 Tiburon Boulevard, Tiburon**

*The Richardson's Bay Regional Agency Board of Directors encourages a respectful dialogue that supports freedom of speech and values diversity of opinion. The Board, staff and the public are expected to be polite and courteous, and refrain from questioning the character or motives of others. Please help create an atmosphere of respect by not booing, whistling or clapping; by adhering to speaking time limits; and by silencing your cell phone.*

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

### **AGENDA**

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

1. Approval of minutes, May 10, 2018
2. Information item: Community Outreach Subcommittee report and presentation regarding Community Efforts
3. Resolution No. 06-18 approving and recommending an amendment to the Richardson's Bay Regional Agency Joint Powers Agreement, as a follow-up to Sausalito's withdrawal. Staff recommendation: Approve and recommend adoption by the city councils of Belvedere, Mill Valley and Tiburon, and the Marin County Board of Supervisors.
4. Next steps in pursuing the Board's direction from its April meeting. Staff recommendation: Engage in discussion regarding ideas for: a) seaworthy criteria and other vessel requirements; b) factors for a planning study on placement of moorings; c) other requirements and opportunities.
5. Open time for public expression. Members of the public are welcome to address the Board for up to three minutes per speaker on matters not on the agenda. Under the state Brown Act, Board members may not deliberate or take action on items not on the agenda, and generally only may listen.
6. Comments: a) Staff; b) Board Members
7. Adjourn.

**NEXT MEETING: July 12, 2018**

**A COMPLETE AGENDA PACKET IS AVAILABLE FOR VIEWING AT THE SAUSALITO CITY LIBRARY AND ON THE RBRA WEBSITE <http://rbra.ca.gov>, WHERE WRITTEN COMMENTS MAY BE SUBMITTED. TO RECEIVE AN ELECTRONIC MEETING NOTICE, PLEASE EMAIL REQUEST TO DON ALLEE AT [dallee@marincounty.org](mailto:dallee@marincounty.org)**

Marin County Community Development Agency, 3501 Civic Center Dr. Room 308, San Rafael, CA 94903  
510-812-6284                      bethapollard@gmail.com



# **RICHARDSON'S BAY REGIONAL AGENCY**

## **DRAFT MINUTES OF MAY 10, 2018**

HELD AT TIBURON TOWN HALL CHAMBERS

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

**ABSENT:** None

**STAFF:** Beth Pollard, (Executive Director); Bill Price (Harbor Administrator)

**ADDITIONAL:** None

Meeting called to order at 5:30 PM.

### **Minutes of April 5, 2018 Board of Directors meeting**

Draft minutes were approved unanimously.

### **Report on water quality testing conducted during winter 2018**

Mr. Price reviewed the test reports included in the package, pointing out the spikes that happened during the single rain event in the test locations adjacent to storm drains. He was going to forward the results to Sausalito so they could review the records and then follow up to see if they would consider paying for a portion of the test costs.

Rebecca Schwartz-Lesburg of the California Audubon Society said that biannual testing didn't tell us much, especially regarding illegal discharge. She asked for a map of test locations and DNA testing for coliform origins.

Sarah Bice suggested coordinating with the Romberg Center in Tiburon to get better testing protocols and accuracy. She was concerned that the RBRA wasn't paying enough attention to water quality.

Mr. Price responded, explaining that Regional Water Quality Control Board personnel accompanied him on tests and took their own samples for fecal coliform. He said the sites were located in the marinas on Sausalito and county shoreline, with one open water site. He also said that the County Environmental Health Department tested at Schoonmaker Beach weekly from April to October.

Chair Winter asked about the amount of water exchanged daily in the tidal cycles of the bay, and no one had a firm answer. Mr. Price explained EH Department protocol once a spike is detected, which is to post the beach as closed until a follow-up test occurs the following week. He said we are the only agency in the Bay Area conducting regular water testing, and he said that DNA testing is prohibitively expensive.

### **Presentation regarding Community Efforts**

Alden Bevington went over the community efforts of the Richardson's Bay Special Anchorage Association (RBSAA) to create a safer anchorage, highlighting safety checks and the burgee system of identifying vessels in compliance with their guidelines. He said that there had been outreach to a vessel owner who was continually collecting more boats. He was concerned that Schoonmaker Marina was considering closing their shoreside access point for anchor-outs, which would reduce landing areas by 33%, and he had meetings scheduled with the harbormaster there. He stated that there were 180 boats in their latest count, with 23 vessels on the RBRA pump-out schedule.

Greg Baker reported that a 30' boat had sunk, and that he was going to pass out bright orange garbage bags for pick-up by RBRA in an ongoing, as-needed basis.

Barbara Salzman of the Marin Audubon Society was concerned that new boats were not being addressed by the RBRA.

Member Sears asked what efforts were being made to get people to sign up to the pump-out program, and Mr. Price responded that a working holding tank system was required to begin the process. He said that there was a stockpile of new porta-potties that were always available as well. Doug Storms added that the RBSSA guidelines required pump-out, and he had 50 vessels listed that disposed of waste properly through a variety of methods.

Mike McKinley stated that the Sausalito PD is continuing to map vessels with their survey once a month and Deputy Dan White said that the sheriff's department was actively tracking new vessels.

Doug Storms said that the mariners were the biggest problem but also the biggest potential solution. He said there was a struggle with the number of boats per owner within their organization. Court Mast wanted to look for solutions in other areas with similar anchorages that already had moorings. Sarah Bice stated that the health and water quality issues were more important than the mariners and derelict boats.

### **Fiscal year 2018-19 Budget discussion and consideration of Resolution 05-18 adopting said budget**

Executive Director Pollard presented her staff report, outlining the projected annual revenues, the Board's action on a direction to modify requirements and conditions on the bay, the reliance on member agency contributions, and Division of Boating grant funding opportunities. With contemplation of the costs of the Board's new direction (legal environmental, planning, enforcement, etc.), it was determined that the budget would require at least an additional 10% contribution by member agencies for the upcoming fiscal year, with another 3% needed for cost of living and another 7% needed because lack of use reserves/carryover funds as was the case in last year's budget.

Member Wickham asked if RBRA could establish a non-profit arm to receive donations to help various efforts. Chair Winter pointed out that the fiscal plan would address and abate the low-hanging fruit and abandoned derelict vessels.

Sarah Bice felt the testing budget should be increased by \$10K. Alden Bevington said his group had a 501(c)3 designation, and as Marin's most economically disadvantaged community, funds could be funneled to people who live on the water and work toward improving the bay. Barbara Salzman and Rebecca Schwartz-Lesburg both asked for more focused enforcement resources.

Member Wickham stated that the budget process was a starting point and that it could be adjusted as needed during the year. He recognized that the RBRA was not an enforcement agency, but that we could adjust our budget to supplement increased overtime with the sheriff as an example. Member Sears commended the Board for the increase which showed collaboration and was emblematic of a new-found cooperation. Chair Winter described this as a framework for the coming year, subject to change as needed. He said as the plan gels, we can reach out to the state for funding, and he welcomed Audubon to participate. Member Fraser commented that it was a great job so far.

Resolution 05-18, approving the RBRA budget for 2018/19, was approved unanimously.

#### **Public Comments not on agenda**

Stacy Gregory, of Sausalito PD read a letter from the Sausalito City Council opposing moving forward with any mooring plan, and inviting the Chair and Executive Director to the next City Council meeting and to the Waterfront Working Group meeting as well to give a report on the RBRA's intentions.

Mike McKinley stated that there a State bill had been introduced that would address the disposal of derelict commercial vessels. Both Ms. Salzman and Ms. Schwartz –Lesburg offered to write letters of support. Ms. Pollard noted that the legislation was limited to the Delta and did not get out of committee.

#### **Staff Comments**

Harbor Administrator Price advised the Board that a long-time volunteer for the RBRA, Tim Fleshman, had passed away recently and he gave a briefing on his tireless contributions over the past 13 years.

#### **Board Member Matters**

None

The meeting was adjourned at 6:50 PM.



# **RICHARDSON'S BAY REGIONAL AGENCY**

## **STAFF REPORT**

For the meeting of: June 14, 2018

**To:** RBRA Board of Directors  
**From:** Beth Pollard, Executive Director  
**Subject:** Amendment to the Joint Powers Agreement in follow-up to the withdrawal of the City of Sausalito

### **STAFF RECOMMENDATION:**

That the Board approve Resolution No. 06-18 recommending the governing bodies of the member agencies amend the Richardson's Bay Regional Agency Joint Powers Agreement (JPA).

### **BACKGROUND:**

The current version of the JPA was entered into by and between the County of Marin, and the cities of Belvedere, Mill Valley, Sausalito and Tiburon in October of 2000. The City of Sausalito withdrew from the Richardson's Bay Regional Agency as of July 1, 2017. The matter before the Board is revising the JPA to reflect Sausalito's departure.

### **DISCUSSION:**

The JPA amendment before the Board contains the following changes:

- Removes reference to Sausalito from the agreement. The JPA now will reference only four agencies: County of Marin, City of Belvedere, City of Mill Valley, and Town of Tiburon.
- Revises the member contribution ratios so that each member agency absorbs a share of Sausalito's former contribution; the ratios in the amendment match the ratios upon which the Board acted upon in approving the 2017-18 budget last year and the 2018-19 budget this year.
- Allows the return of a departed member agency, with Board approval. The only departed agency at this time is Sausalito; while there has not been an interest expressed in returning, the revised JPA allows for such consideration should there be an interest in the future.

- Modifies the voting on fiscal matters to allow for increases in member contributions up to 15% with a simple majority vote of the Board of Directors, between 15 percent and 30 percent with a 2/3 supermajority vote, and more than 30% with a unanimous vote, and resolution approval of member agencies. The current language essentially requires unanimous approval on even minor increases that might be supported by all but one Board member; the modification is intended to allow the agency to pursue initiatives with a level of agreement commensurate with the extent of fiscal impact.

**Next Steps:**

With an affirmative vote of the RBRA Board of Directors for the JPA amendments, staff will forward the document to the member agencies with a recommendation that each agency's governing body (i.e. Town/City Councils and Board of Supervisors) approve and execute accordingly.

Attach

Draft Resolution No. 06-13 with draft amendments to JPA  
Current JPA from October 2000



# **RICHARDSON'S BAY REGIONAL AGENCY**

## **RESOLUTION NUMBER 06-18**

### OF THE RICHARDSON'S BAY REGIONAL AGENCY

#### RECOMMENDING APPROVAL OF AN AMENDMENT TO THE JOINT POWERS AGREEMENT ESTABLISHING THE RICHARDSON'S BAY REGIONAL AGENCY

WHEREAS, ON October 5, 2000, a Joint Exercise of Powers Agreement (JPA) was made and entered into by and between the County of Marin and the cities of Belvedere, Mill Valley, Sausalito, and Tiburon; and

WHEREAS, the JPA contains provisions allowing for the withdrawal of a member agency of the JPA, which that the City of Sausalito exercised effective July 1, 2017; and

WHEREAS, the remaining member agencies wish to update the JPA to reflect the departure of the City of Sausalito, set member agency funding ratios, establish protocols for reinstatement of a departed agency, and identify Board voting thresholds for increases in agency revenue; and

WHEREAS, the Board considered an amendment to the JPA incorporating the above changes at its regular meeting of June 14, 2018,

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Richardson's Bay Regional Agency approve the amendments to the JPA and recommend that the governing body of each member agency approve and execute the JPA amendment.

PASSED AND ADOPTED by the Board of Directors of the Richardson's Bay Regional Agency on June 14, 2018.

CERTIFICATION:

\_\_\_\_\_

Marty Winter - Board Chair

\_\_\_\_\_

Beth Pollard – Exec. Dir.



**RICHARDSON BAY FIRST AMENDMENT TO JOINT EXERCISE OF POWERS AGREEMENT**

THIS AMENDMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the COUNTY OF MARIN, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the CITIES OF BELVEDERE, MILL VALLEY, and TIBURON, municipal corporations of the State of California, hereinafter referred to as "CITIES".

WITNESSETH

WHEREAS, COUNTY and CITIES entered into a Joint Exercise of Powers Agreement ("Agreement") dated \_\_\_\_\_ for the mutual exercise of certain functions within the waters of Richardson Bay would be beneficial to all parties;

WHEREAS, on July 1, 2017, the City of Sausalito withdrew from the Agreement; and

WHEREAS, the parties seek to make amendments to the Agreement to clarify the Agreement terms and to update the COUNTY and CITIES contributions due to Sausalito's withdrawal.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties hereto do hereby amend the Agreement as follows:

1. Paragraph 2 of the Agreement is hereby amended and restated in its entirety and shall hereafter be and read as follows:

The governing body of the Agency shall be constituted of four (4) members, one to be selected by the Board of Supervisors with respect to the COUNTY representative, and one to be selected by each City Council with respect to the representative of each of the CITIES. Such member appointed shall be a member of the Board of Supervisors or City Council and shall serve at the pleasure of such governmental body. The governing body shall elect from its own members a Chairman and Vice Chairman whose terms of office shall be two years. The Chairman and Vice Chairman may not be reelected to a second consecutive term in the same office. An alternate may be appointed by each member jurisdiction and such alternate may act for the member jurisdiction in the absence of the regular member of the governing body.

2. Paragraph 3 of the Agreement is hereby amended and restated in its entirety and shall hereafter be and read as follows:

The members shall each have one vote in all matters brought before the Agency provided, however, that on any matter affecting any member CITY or COUNTY's jurisdiction solely to be taken in that jurisdiction a no vote from the member of the affected CITY or COUNTY shall prohibit the Agency from taking the proposed action within the affected jurisdiction's boundaries. The no vote provided for in the precedent sentence may be cast by a member within thirty (30) days of notice of the proposed action. In the event a no vote is not cast in such period it shall be deemed waived.

3. Paragraph 7 of the Agreement is hereby amended and restated in its entirety and shall hereafter be and read as follows:

On or before May 1 of each calendar year the Agency shall establish the amount of money necessary to support its activities for the next succeeding fiscal year commencing July 1 of that year provided. The parties shall contribute to the Agency among the parties hereto as follows:

Agency	Percentage Share
County	65.4
Tiburon	15.4
Mill Valley	7.7
Belvedere	11.5

Increases in agency revenue in keeping with the cost distribution formula shall require the following procedure:

- a. An increase of up to fifteen (15) percent in the agency revenue from the prior fiscal year shall require a simple majority vote of the Agency.
- b. An increase of greater than fifteen (15) percent but less than thirty (30) percent in the agency revenue from the prior fiscal year shall require a 2/3 vote of the Agency.
- c. An increase of (30) percent or greater in agency revenue from the prior fiscal year shall require a unanimous vote of the Agency, and a resolution by the governing boards of all member jurisdictions.

4. Paragraph 24 of the Agreement is hereby amended and restated in its entirety and shall hereafter be and read as follows:

COUNTY or a CITY may withdraw from Agency, which withdrawal shall have the effect of requiring a renegotiation of this Agreement, dissolution of the Agency or a resolution by the member agencies remaining to provide for the new cost distribution formula. Any member wishing to withdraw may do so only on July 1 of any such year, and shall provide the Agency with at least 180 days' notice in writing of its withdrawal. Any prior member may seek to rejoin the Agency by noticing such intent to the Agency in writing and shall be voted on by the Agency board. If the Agency board votes to permit the prior member to rejoin during the fiscal year, the budget for the fiscal year shall remain the same but shall require a resolution by the member agencies to provide for the new cost distribution formula. Such cost distribution formula shall be consistent with prior percentage shares of the member agencies.

Upon dissolution of Agency funds and property shall be distributed as follows:

- a. discharge of any liability shown on the books of the Agency;
- b. any remaining assets to be divided according to the amount of contribution by COUNTY and CITIES.

The distribution of assets may be made in kind or assets may be sold and proceeds thereof distributed to COUNTY or CITIES, provided, however, that all facilities and rights assigned or transferred by COUNTY or CITIES to Agency shall be reconveyed to said COUNTY or CITY free and clear of all encumbrances and liens of any kind not in existence at the time of conveyance to Agency. Upon dissolution of Agency the responsibility of COUNTY or CITIES to contribute to the discharge of enforceable liabilities incurred by Agency shall be limited to the portion that the contribution made by the COUNTY or CITIES bears to the total contributions made to agency from the effective date of this Agreement to the date of dissolution.

5. This Amendment shall become effective when representatives of all of the parties have executed it and shall continue in full force and effect until terminated by an agreement executed by all parties.
  
6. Except as expressly modified by this Amendment, all other terms and conditions of the Agreement not specifically modified, amended or superseded herein remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement the day and year first above written.

COUNTY OF MARIN

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

CITY OF BELVEDERE

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

TOWN OF TIBURON

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

CITY OF MILL VALLEY

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

RICHARDSON BAY JOINT EXERCISE OF POWERS AGREEMENT

THIS AGREEMENT, made and entered into this 5<sup>th</sup> day of October 2000, by and between the COUNTY OF MARIN, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the CITIES OF BELVEDERE, MILL VALLEY, SAUSALITO and TIBURON, municipal corporations of the State of California, hereinafter referred to as "CITIES".

WITNESSETH:

WHEREAS, COUNTY and CITIES have jointly prepared and adopted the Richardson Bay Special Area Plan (with minor modifications as it applies to Sausalito) which sets forth policies and recommendations for the waters of Richardson Bay, portions of which fall within the jurisdictions of each of the CITIES and the COUNTY; and

WHEREAS, COUNTY and CITIES believe that the mutual exercise of certain functions within the waters of Richardson Bay would be beneficial to all parties; and

WHEREAS, COUNTY and CITIES are public entities of the State of California authorized under California law to provide police, fire and other governmental services to the inhabitants and property owners located upon and along Richardson Bay, as more particularly depicted on Exhibit "A", attached hereto and by this reference incorporated herein; and

WHEREAS, Chapter 5 of Division 7 of Title 1 of the California Government Code (commencing with Section 6500) authorizes agreements for the provision of services to the residents and property owners upon and along the area depicted on Exhibit "A" so as to maximize cost savings and to coordinate the efforts on this valuable resource;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties hereto do hereby agree as follows:

1. There is hereby created a public agency to be known as the Richardson Bay Regional Agency as a separate legal entity formed pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 of the California Government Code relating to the joint exercise of powers common to public agencies, and for the purposes of this Agreement Agency is a public entity separate from the parties hereto.
2. The governing body of the Agency shall be constituted of five (5) members, one to be selected by the Board of Supervisors with respect to the COUNTY representative, and one to be selected by each City Council with respect to the representative of each of the CITIES. Such member appointed shall be a member of the Board of Supervisors or City Council and shall serve at the pleasure of such governmental body. The governing body shall elect from its own members a Chairman and Vice Chairman whose terms of office shall be two years. The Chairman and Vice Chairman may not be reelected to a second consecutive term in the same office. An alternate may be appointed by each member jurisdiction and such alternate may act for the member jurisdiction in the absence of the regular member of the governing body.
3. The members shall each have one vote in all matters brought before the Agency provided, however, that on any matter affecting any member CITY or COUNTY a no vote from the member of the affected CITY or COUNTY shall prohibit the Agency from taking the proposed action within the affected jurisdiction's boundaries. The no vote provided for in the precedent sentence may be cast by a member within thirty (30) days of notice of the proposed action. In the event a no vote is not cast in such period it shall be deemed waived.



4. A majority of the members of the governing body constitute a quorum for the transaction of business. No act of the governing body shall be valid or binding unless a majority of all the members concur therein.
5. The Agency shall not have any powers over any uses, zoning or subdivisions on any area within the boundaries of its member jurisdictions.
6. The governing body shall maintain and implement those provisions of the Special Area Plan (which consists of a diagram or diagrams and text containing a description of the needs and goals of the region and statement of policies and goals for the Richardson Bay area) relative to:
  - a. Mooring, dredging and navigational channel implementation including but not limited to the establishment and enforcement of permitted anchorage zones, navigational channels and fairways plans and similar activities.
  - b. Public services and facilities which by the nature of their function, size, extent and other characteristics are necessary or appropriate for inclusion in the Special Area Plan. Such facilities and services may include, but are not limited to, water based police and fire protection, sewage pump-out facilities for vessels, enforcement of a vessel sewage no discharge area when given authority by the Environmental Protection Agency, and public docks or moorings.
7. On or before May 1 of each calendar year the Agency shall establish the amount of money necessary to support its activities for the next succeeding fiscal year commencing July 1 of that year provided, however, that the opportunity to exercise a "no" vote contained in Section 3 hereof shall be given each member prior to

May 1. The parties shall contribute to the Agency among the parties hereto as follows:

<u>Agency</u>	<u>Percentage Share</u>
County	42.5%
Sausalito	35%
Tiburon	10%
Mill Valley	5%
Belvedere	7.5%

Increases in agency revenue in keeping with the cost distribution formula may be changed by a resolution of the governing board of all member jurisdictions. (Per amendment adopted 1997 by all parties.)

8. Clean-up of pre-existing conditions in the Bay shall be the responsibility of the individual jurisdictions. This includes costs of legal action taken by the individual members. Coordination of this clean-up activity is essential to the success of this Agreement.
  
9. Following establishment and funding of the Agency, Agency shall have power to enforce such regulations to accomplish the provisions of paragraph 6 of this Agreement as it may adopt from time to time. Costs of such enforcement shall be borne by the Agency including necessary legal costs. The RBRA Harbor Administer is designated to enforce agency ordinances and regulations including the issuance of citations for infractions in violation of RBRA Ordinances which include but are not limited to the violations listed in "Exhibit C", attached hereto and by this reference incorporated herein. (Amendment adopted 1999 by all parties).

10. The Agency shall have the power to issue citations and perform other enforcement actions in the name of the Agency.
11. The Agency shall fix and collect reasonable fees for services rendered by it from persons other than its member jurisdictions.
12. The Agency shall be strictly accountable to any party for all funds paid by them to the Agency and shall be strictly accountable to all participating bodies for all receipts and disbursements.
13. The Agency is authorized to receive gifts, donations, subventions, grants or other financial aids or funds.
14. The Agency may not obligate itself beyond the monies due under this Agreement for its support from the several parties for the current fiscal year, plus any monies on hand or irrevocably pledged to its support from other sources. No obligation contracted by the Agency shall bind CITIES or COUNTY.
15. Agency shall have the power to deliver or contract with any member hereof, or any governmental entity located within the area depicted in Exhibit "A", for the provision of police protection services.
17. This Agreement shall become effective when representatives of all of the parties have executed it and shall continue in full force and effect until terminated by an agreement executed by all parties. This Agreement supercedes the Richardson Bay Joint Exercise of Powers Agreement dated July 16, 1985, under which the member agencies have been acting until the execution of this Agreement. The member agencies hereby ratify the prior acts of the Richardson Bay Regional Agency.

18. Agency is hereby authorized in its own name to do all acts necessary for the exercise of the powers described in Paragraphs 6, 15 and 16, including but not limited to any of the following: to make and enter into contracts; to apply for and accept grants, advances and contributions; to employ agents and employees; to sue and be sued in its own name; to incur debts, liabilities or obligations; to issue bonds, execute warrants and other evidence of indebtedness; to finance costs and expenses incidental to the projects of Agency; and, to exercise jointly the common powers of the parties set forth above. Agency shall have the power of eminent domain but not the power to levy ad valorem property taxes.
  
19. Agency shall appoint a Treasurer from among the senior management staff of any of the member parties provided that the member agency is amenable to the same. The Treasurer shall be either the Auditor/Controller or Treasurer of the COUNTY or the Treasurer or Finance Director of one of the CITIES. The Treasurer shall serve as the depository and have custody of such books, records, funds, and accounts as may be required by reasonable accounting practice, Government Code Section 6505, or by another governmental agency. (Amendment to original JPA, approved by all parties in 1992.)
  
20. Regular meetings of the governing board of the Agency shall be held at such times and places as shall be established by it by resolution. All such meetings, including regular, adjourned or special meetings, shall be called, noticed and held and conducted in accordance with the provisions of the Ralph M. Brown Act, Sections 54950 through 54960 of the Government Code of the State of California.
  
21. Agency shall have the power and authority to issue and sell revenue bonds in accordance with Article 2, Chapter 5, Division 7, Title 1, and Chapter 6,

Division 2, Title V of the Government Code, and such other relevant provisions of law as may now or hereafter be applicable.

22. For purposes of referendum and any necessary votes on taxes on Agency-wide basis, the boundaries of Agency shall be as depicted on Exhibit "A" and as described in Exhibit "B", attached hereto and by this reference incorporated herein. Under applicable law, Agency may form improvement districts. Bond elections shall be conducted pursuant to the Uniform District Election Law and applicable provisions of the California Elections Code.
23. Agency shall have and exercise all powers conferred on local agencies by the provisions of law with respect to revenue bonds.

Revenues required to provide monies for bond interest and redemption of other bond funds in connection with revenue bonds issued by Agency shall be derived from user fees and service charges, which charges shall be determined by the governing board of the Agency.

24. COUNTY or a CITY may withdraw from Agency, which withdrawal shall have the effect of requiring either a renegotiation of this Agreement or dissolution of the Agency. Any member wishing to withdraw may do so only on July 1 of any such year, and shall provide the Agency with at least 180 days' notice in writing of its intent to withdraw. Upon dissolution of Agency funds and property shall be distributed as follows:
  - a. discharge of any liability shown on the books of the Agency;
  - b. any remaining assets to be divided according to the amount of contribution by COUNTY and CITIES.

The distribution of assets may be made in kind or assets may be sold and proceeds thereof distributed to COUNTY or CITIES, provided, however, that all facilities and rights assigned or transferred by COUNTY or CITIES to Agency shall be reconveyed to said COUNTY or CITY free and clear of all encumbrances and liens of any kind not in existence at the time of conveyance to Agency. Upon dissolution of Agency the responsibility of COUNTY or CITIES to contribute to the discharge of enforceable liabilities incurred by Agency shall be limited to the portion that the contribution made by the COUNTY or CITIES bears to the total contributions made to agency from the effective date of this Agreement to the date of dissolution.

25. In the event that liability is imposed upon the Agency by a court of competent jurisdiction by reason of the negligent or willful act or omission of it, its officers or employees, in the performance of this Agreement the money judgement shall be paid in the ratio set forth in Section 7 hereof.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement the day and year first above written.

List of Exhibits:

Exhibit A - "Key to Plan Maps"

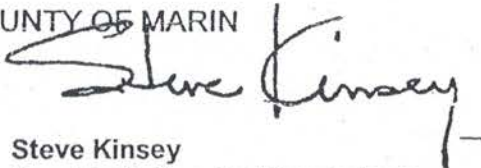
Exhibit B - Legal Description of Richardson Bay Boundaries

Exhibit C - "RBRA Bail Schedule"

DATE: OCT - 3 2000

COUNTY OF MARIN

BY

  
Steve Kinsey  
President, Board of Supervisors

CITY OF SAUSALITO

DATE: 11-1-2000

BY



CITY OF BELVEDERE

DATE: 10/5/00 BY Earl H. Anderson

TOWN OF TIBURON

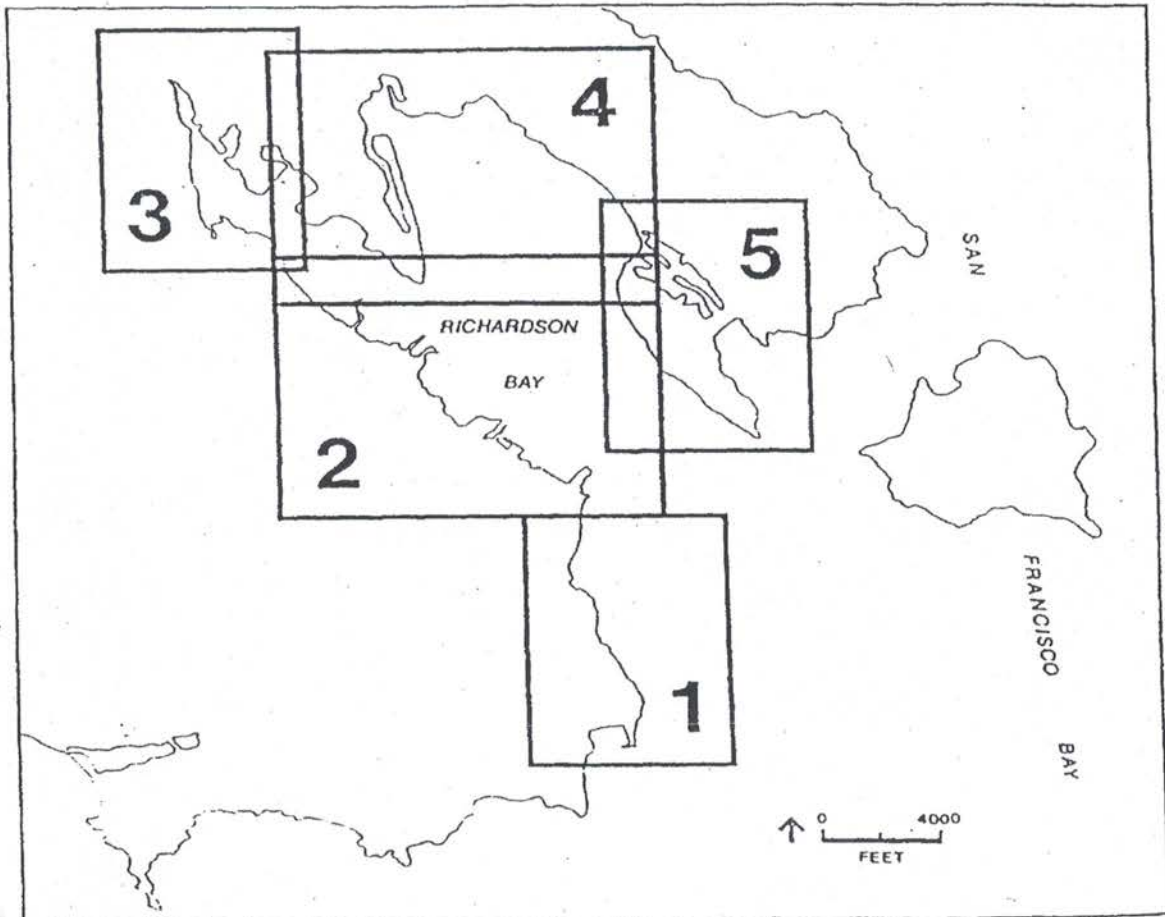
DATE: Oct 17, 2000 BY Thomas B. ...

CITY OF MILL VALLEY

DATE: Oct. 11, 2000 BY Robert ...

LC:mag:ss:f:RBRA:RICH.BAYJOINTEXERCISEOFPOWERSAGR.DOC

EXHIBIT A



Key to Plan Maps 1-5



EXHIBIT "B"

The boundaries of the Richardson Bay Special Area Plan are beginning at the point of intersection of the Marin/San Francisco County line and the Sausalito Shoreline at Cavallo Point, thence along a line connecting said point with the end of East Road, then along the shore side of East Road to its junction with Alexander, thence along the shore side of Alexander to its intersection with 2nd Street, along the shore side of 2nd St., to its intersection with Bridgeway, thence along the shore side of Bridgeway to its intersection with US 101, thence along U.S. 101 to its intersection with State Route 1, along the shoreside of State Route 1 (Almonte Blvd, to Miller Ave., along the shore side of Miller Ave., to its intersection with Camino Alto, thence along the shore side of Camino Alto to its intersection with East Blithedale, thence along its shoreside to its intersection with Roque Moraes Dr., along its shore side to Hamilton Drive, thence along its shore side to its terminus, thence along a line 100 feet inland from the shoreline of Richardson Bay near the Goodman Marsh, thence along the westerly side of U.S. 101 to Seminary Drive, thence crossing U.S. 101 and following the shore side of Seminary Drive to Great Circle Drive, thence along the shore side of Great Circle Drive to Strawberry Drive, thence along Strawberry Drive to its intersection with Tiburon Blvd; thence along Tiburon Blvd. to San Rafael Ave, thence along San Rafael Ave. to West Shore Road, thence along Belvedere Ave. to its intersection with Beach Road, thence along the shore side of Beach Road to its intersection with Bellevue Ave. thence along the shore side of Bellevue Ave. to its intersection with Main Street, thence along Main Street to its intersection with Paradise Drive, thence along the shoreside of Paradise Drive to Point Tiburon; and including all water areas encompassed therein, and thence along the Tiburon Town limit line to the Marin/San Francisco County line and back to the point of beginning.

RICHARDSON BAY MARINE AGENCY  
 BAIL SCHEDULE

EXHIBIT C

Violation	Type	Code Section	Total Bail
<b>Vessel Mooring &amp; Anchoring</b>			
Anchoring in a non-designated area	I	3.04.010(a)	\$20 + PC
Anchoring for more than 72 hours without a permit	I	3.04.010 (b)	\$50 + PC
Maintaining a private mooring without a permit	I	3.04.010(c) (1)	\$50 + PC
Installing a private mooring without a permit	I	3.04.010(c) (2)	\$50 + PC
Using a private mooring without owner's permission	I	3.04.010(c) (3)	\$50 + PC
Failure to obtain a permit for transfer of mooring	I	3.04.010(c) (5)	\$50 + PC
Living aboard a houseboat or vessel	I	3.04.020	\$100 + PC
Beaching a vessel	I	3.04.040	\$50 + PC
<b>Vessel Speed &amp; Safety</b>			
Exceeding the 5 MPH speed limit west of Richardson Bay Bridge	I	4.04.010(a)	\$50
Operating a vessel in a reckless, negligent or dangerous manner	I	4.04.010(a)	\$100
Exceeding the 5 MPH speed limit within 200' of a swimmer, boater, sailboard or rowboat	I	4.04.010(b) (1)	\$100
Exceeding the 5 MPH speed limit within 200' of a beach or lifeline	I	4.04.010(b) (2) (a)	\$100
Exceeding the 5 MPH speed limit within 200' of a swimming float, diving platform or lifeline	I	4.04.010(b) (2) (b)	\$100
Exceeding the 5 MPH speed limit within 200' of a dock, way, or landing float to which vessels are made fast or used for embarking or discharging passengers	I	4.04.010(b) (2) (c)	\$100
Exceeding the 5 MPH speed limit within 200' of any home	I	4.04.010(b) (3)	\$100
Operating personal watercraft between the hours of sunset and 10 AM	I	4.04.010(c)	\$50
Entering Richardson Bay Wildlife Sanctuary between October 1 & March 31	I	4.04.010(d)	\$50
Exceeding the 5 MPH speed limit in the Strawberry Recreation Channel	I	4.04.010(e)	\$50
<b>Environmental Protection</b>			
Discharging of refuse	I	5.04.010	\$100 + PC
<b>Nuisance Code/Impound</b>			
Maintenance of a public nuisance (list of nuisance conditions is attached - bail is for each day the violation continues to exist)	I	6.04.030	\$100 + PC
Interference with work	I	6.04.090(f)	\$100
Moving, removing or tampering with an impound buoy or anchor	M	4.05.010(a)	\$500

Resolution 95-6, 6/21/95

I = Infraction M = Misdemeanor PC = Proof of Correction

# **RICHARDSON'S BAY REGIONAL AGENCY**

## **STAFF REPORT**

For the meeting of: June 14, 2018

**To:** RBRA Board of Directors  
**From:** Beth Pollard, Executive Director  
**Subject:** Next steps in pursuit of the Board's April direction

### **STAFF RECOMMENDATION:**

Engage in discussion regarding ideas for: a) seaworthy criteria and other vessel requirements; b) factors to consider in a planning study on placement of moorings; c) other requirements and opportunities.

### **BACKGROUND:**

At its meeting of April 5, 2018, the Board of Directors gave direction for actions to pursue, towards the goal of a safe, healthy, and well-managed bay. In summary, this direction included requiring that vessels be registered with RBRA; securely moored; seaworthy and free of debris and excess material; and not pollute. Other potential regulations identified for now or in the future would address number of dinghies/skiffs and vessels and length of stay. This decision is in addition to the direction already underway to remove marine debris and unattended moorings and floats, and require state registration.

The Board's workplan for June and July 2018 calls for staff to provide additional information and action steps to the Board to enable it to implement or modify its April direction.

### **DISCUSSION:**

Staff is collecting information from stakeholders and other agencies to help advise the Board on next steps; the other agencies include other anchorage areas with moorings. The information gathered generally falls into these three categories:

- Seaworthy criteria and other requirements for vessels on the bay
- Factors to consider in designing the transition to moorings
- Other considerations and opportunities

Attached is a preliminary rough draft outline of potential seaworthiness criteria and other requirements for vessels; factors relative to moorings; and other issues.

### Seaworthiness criteria and related requirements

The draft criteria address issues such as integrity of the vessel's equipment and exterior; safety standards; hazardous/polluting materials and conditions; and the vessel's capability to operate on its own. There are criteria listed that overlap with federal and state requirements, noted for information only.

The requirements related to moorings would be addressed as part of the analysis recommended on placement of moorings.

### Moorings

There are a number of factors to consider in placement of moorings in Richardson's Bay. Staff recommends contracting for a professional, objective and independent study that would review and analyze information and data about Richardson's Bay, experience drawn from moorings in other anchorages, and other sources to advise the Board on the placement of moorings in the bay.

Factors identified to date for the analysis to consider generally relate to location and type/technique for the moorings/ground tackle; specific issues include water depth, eelgrass and other marine life; water quality; vessel draft; spacing; shore access; differentiating transient and longer-term vessels; and overall capacity.

### Other issues

Other issues that have been raised related to implementation of the Board direction include who/how will the inspections and certifications take place; the role of the Special Anchorage Association; registration; helping people improve their vessels to meet the criteria; mariner training; identifying some vessels that can serve as examples of seaworthy conditions; ownership and placement of moorings and ground tackle; maximum vessel length, stay, numbers; rules for different uses; there has also been an offer of volunteers from the anchorage helping to replant eelgrass.

### **Next Steps:**

Staff recommends that at the June meeting, the Board conduct work session discussions on the three categories of issues so as to draw out ideas from the community. Those ideas would be made publicly accessible on the RBRA's website and agenda packet for the July Board meeting, with an opportunity to add and comment. At its July 12 meeting, the Board could then give staff direction on pursuing a study on placement of moorings, and new requirements for vessels in the anchorage for purposes of drafting language for RBRA ordinance amendments.

### Attach

Draft outline for vessel conditions, factors regarding moorings, and other issues, with list of Codes of Federal Regulations related to recreational boat safety

**Richardson's Bay Regional Agency  
Draft Discussion Outline of Requirements for  
Seaworthiness and Other Vessel Conditions**

Vessel Condition and Safety

1. Intact hull: No open cavities, no splitting boards, no delamination, free of excessive marine growth, no excessive rot
2. Operational through hulls, hoses and seacocks
3. Operational bilge pumps
4. Safe wiring
5. Decks must be cleared to allow unimpeded access from bow to stern
6. Fire extinguisher(s) on board, pursuant to United States Coast Guard (USCG) requirements: 46 CFR 25.
7. Carbon monoxide detector below deck

Hazardous materials/pollutants and loose materials

8. Bilges must be oil-free
9. Batteries must be secured and in working order
10. Everything on deck must be secured; personal belongings must be stored below deck
11. Fuel containers must be securely and safely stored, and in a manner that fumes cannot accumulate; See USCG requirements 46 CFR 147.45
12. Unused or unusable motors must be free of motor oil
13. On-board marine sanitation device (MSD) and subscription to pump-out service; alternative of compost toilet may be conditionally approved. See Harbor Navigation Code (33 CFR 151/155) and Marine Sanitation Devices (33 CFR 15)
14. Waste/wastewater shall not be disposed of in the bay

Vessel Operability

15. Capable of self-propelled navigation, sail or motor; and/or: vessel is operable meaning it has the ability to maneuver safely, under its own power, from any place in the bay to a dockside inspection site and back

AND/OR

A vessel is considered unseaworthy if the vessel is unsuitable, unsafe, or unable to travel on waters of the state, when there is risk to life, limb, or property or the vessel creates an environmental hazard in violation of any state or federal environmental protection laws; or the vessel's hulls or decks are in a state of disrepair, delaminating or decomposition; or the vessel is taking on water beyond that which can be controlled; or the vessel is lacking water-tight integrity insofar as it cannot maintain level flotation without extraordinary measures; or the vessel is likely to sink or capsize due to water intrusion.

**Richardson's Bay Regional Agency  
Draft Discussion Outline of Factors to Consider  
In Determining Placement of Moorings**

- 1) Water depth; possibly use Lidar technology to help determine depth
- 2) Eelgrass/Seagrass beds
- 3) Other aquatic life and the health of the bay
- 4) Draft of the vessels to be moored
- 5) Space between moorings
- 6) Moorings/ground tackle type and technique
- 7) Shore access
- 8) Differentiating areas for transient vessels and those with longer stays
- 9) Capacity
- 10) Engage with a professional to perform an objective analysis on placement taking into account the above factors

**Richardson's Bay Regional Agency  
Draft Discussion Outline  
Other Requirements and Opportunities**

- A. No vessel may be more than \_\_\_\_\_ feet in length (*TBD*)
- B. No commercial vessels
- C. Vessels must be registered with the RBRA Harbor Administrator with owner's name, phone number and other contact and vessel information
- D. Compliance with mooring and ground tackle requirements (*TBD from mooring study*)
- E. Maximum number of skiffs/dinghies per vessel?
- F. Maximum number of vessels per owner?
- G. Timing parameters?
- H. Different requirements depending on use of vessel?
- I. Transient vessel definitions and requirements
- J. Meets state and federal requirement; For state information, see CA Boating & Waterways "[The ABC's of California Boating](#);" note also the list of Codes of Federal Regulations applicable to recreational boating
- K. Who places and owns the ground tackle and moorings?
- L. Who inspects and certifies compliance?
- M. Role of the Special Anchorage Association?
- N. Mariner training
- O. Pilot program to identify a few vessels to serve as examples
- P. Means of helping people improve their vessels
- Q. Volunteer assistance with eelgrass planting

## The pertinent parts of the Code of Federal Regulations to Recreational Boating Safety are:

Penalties for Negligent operation & Interfering with Safe Operation	46 USC 2302
Numbering undocumented vessels	46 USC 123
Yacht Privileged and obligations	19 CFR 4.94
Operating a vessel while under the influence of alcohol or a dangerous drug	33 CFR 95
Regulated Navigation areas	33 CFR 165
Protection of Naval Vessels (Security zones)	33 CFR 165.2010
Vessel Numbering and Casualty and Accident Reporting	33 CFR 173
State Numbering and Casualty Reporting Systems	33 CFR 174
Carriage and use of Personal Flotation Devices (PFDs)	33 CFR 175.15
Carriage and use of visual distress signals (VDS)	33 CFR 175.101
Correction of especially hazardous conditions	33 CFR 177
Manufacturer certification	33 CFR 181.5-19
Identification of boats	33 CFR 181.21
Boats and Associated Equipment	33 CFR 183
Display of capacity information	33 CFR 183.21-27
Safe loading	33 CFR 183.31-43
Safe powering	33 CFR 183.51-53
Flotation Requirements for Boats	33 CFR 183.101-335
Electrical systems	33 CFR 183.401-460
Fuel systems	33 CFR 183.501-590
Ventilation	33 CFR 183.601-630
Start-in-gear protection	33 CFR 183.701-715
Navigation lights	33 CFR 183.801-810
Vessel identification system	33 CFR 187
Reporting undocumented vessel accidents and casualties	46 CFR 4.05
Carriage of fire extinguishing equipment	46 CFR 25
Backfire flame control	46 CFR 25.35