

# RICHARDSON'S BAY REGIONAL AGENCY

Thursday July 13, 2017  
5:30 P.M. to 7:30 P.M.

**Belvedere City Hall 450 San Rafael Ave Belvedere, CA 94920**

*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. Closed session: Conference with legal counsel - litigation.
  - a. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9 (One Potential Case)
  - b. Discuss Public Employee Appointment pursuant to Government Code 54957 (Title: Executive Director)
2. Approval of the minutes of May 16, 2017 Meeting
3. Presentation regarding Community Efforts
  - a. 10 Minutes allocated to Community Outreach Subcommittee report
  - b. 10 Minutes allocated to presentation from representative of the Community
4. Review report of Harbor Administrator
  - a. Budget report YTD, approval of prior expenditures for July 2016-June 30, 2017
5. Staff report by Dan Eilerman, Asst. County Administrator (& Interim Executive Director)
  - a. Approval of contract for Executive Director services through June 30, 2018
6. Public comments invited concerning items NOT on this Agenda (3-minute limit)
7. Board member matters

**NEXT MEETING:** August 10, 2017. Board Members, please review your calendars and advise Staff as soon as possible as to your availability.

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

Marin County Community Development Agency, 3501 Civic Center Dr. Room 308, San Rafael, CA 94903  
Cell 415/971-3919 [bprice@marincounty.org](mailto:bprice@marincounty.org)

# **RICHARDSON'S BAY REGIONAL AGENCY**

**DRAFT MINUTES OF MAY 16, 2017**

**SPECIAL MEETING**

**HELD AT SAUSALITO CITY HALL CHAMBERS**

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

**ABSENT:** None

**STAFF:** Dan Eilerman, (Interim Executive Director); Bill Price (Harbor Administrator);

**ADDITIONAL:** Jenna Brady (Marin County Counsel)

Meeting called to order at 5:30 PM.

## **Minutes of February 9, 2017 and April 5, 2017 Special Meeting**

Both draft minutes were approved unanimously.

### **Presentation regarding Community Efforts**

Member Sears reported that she and Member Wickham held a meeting with Alden Bevington and Heather Richard; that it was important to have ongoing communication in order to have a productive relationship with the anchor out community. She mentioned a follow up with Health and Human Services and Member Wickham went over the mission of the RBRA.

Alden Bevington said it was great to interface with the sub-committee and work toward an encompassing vision that could work for all parties involved, and he reported that the Richardson Bay Safe Anchorage Association was meeting at the Bay Model monthly, and working on obtaining 501(c)(3) status.

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

Jim Wickham asked about the charges on the 55' ferrocement vessel, and Staff explained the reasons for the expenses (rapid response, towing to San Rafael, regular boatyard disposal costs). Doug Storms said that none of the boats disposed of were within his group's safety guidelines, and stated that money could have been saved by making sure everyone followed those guidelines. The report was accepted unanimously.

### **Prior expenditures: July 2016 – April 30, 2017**

The expenditure report was accepted unanimously.

### **Staff report on 2017-18 Budget**

Mr. Eilerman provided a brief synopsis of his report that outlined two options for the budget moving forward. Option A assumed Sausalito's continued contribution and support, and Option B required increased member contributions in light of Sausalito's potential withdrawal from the

JPA. He mentioned the success of the Enhanced Enforcement Plan which had resulted in the removal of over 108 vessels as well as many unoccupied moorings. He advised the Board that the City Managers Working Group had reviewed and recommended Option B, which included additional funds for a part-time Executive Director to guide the agency's future planning process. Member Hoffman announced that Sausalito planned to abstain from voting on the budget since they would not be a member of the RBRA in the upcoming fiscal year. Member Wickham said that he had been out with Sausalito PD on a boat count and there was a noticeable change with 170 vessels counted versus the 260 vessels counted one year prior. He felt the steps were paying off and wanted to develop a plan that would benefit Sausalito and the public. He recognized the need for more funding moving forward.

Mr. Eilerman felt that there was great staff cooperation and introduced several "Principles of Mutual Aid and Cooperation" in light of Sausalito's anticipated withdrawal. He recommended a new strategic planning process be brought forward by the new Executive Director to guide the agency in next steps. Member Hoffman wanted to work out details of a cooperative work plan, including timelines and milestones, mooring balls, use of workboat and rates for staff. Member Wickham asked that community outreach be considered a crucial part of the process, and Member Sears requested that guiding principles would be a focus moving forward. Mr. Eilerman said that the specific details for a working relationship with Sausalito would be considered and brought back to the Board for discussion. Member Winter suggested that such a discussion include sharing the SAVE grant funds still retained by Sausalito toward shared goals.

Mr. Bevington asked why no one had asked the anchor outs regarding a census, since they had the best information. Doug Storms said that the numbers don't explain the situation, since certain categories of boats and boaters create problems. Jeff Chase said that he was going to form a small craft harbor district, and he wanted to see democracy come back. Chad Carvey said that the recent reduction in vessel count shows positive change, and he asked if the RBRA could move forward without affecting the lives of boat dwellers. Robert Roark said that anchor outs are portrayed as drug addicts and scofflaws because they don't pay to live out there. He said that he had been targeted, illegally boarded, and towed by the RBRA.

Member Wickham stated that all the enforcement agencies work the same way, and that they will continue to cooperate. Chair Tollini said there was no intent to target anchor outs, and she was confident that the dialog would continue to flow with positive direction.

The Motion to approve the FY 2017-18 budget with Option B passed with four ayes and Member Hoffman abstaining.

### **Resolution to Reject Claims**

Mr. Eilerman introduced a staff recommendation for the Board delegate authority to the Executive Director, in consultation with Legal Counsel, to reject initial claims where both agree such action would be prudent, or to settle any claim up to \$10,000. In the event there was not agreement, staff would schedule a closed session with the Board to consider the claims. The recommendation would facilitate some administrative efficiency, mitigating the need to schedule a special meeting to initially consider a claim.

Member Sears suggested an amendment to the resolution to clarify that such consultation also include the Board Chair and that any action taken return to the full Board for approval at its next regularly scheduled meeting.

A motion to approve the resolution, with the amendments, passed with four ayes and Member Hoffman abstaining.

### **Elect New Chair and Vice Chair**

Member Sears nominated Member Winter for chair, and Member Wickham nominated member Sears for vice chair, effective July 1, 2017, for two-year terms. Both were approved with Member Hoffman abstaining.

Erin Tollini was recognized for her years of exceptional service and contributions to the RBRA, and everyone wished her well in her move to Washington DC.

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

David McGuire of Sharkwatch said that eelgrass was the equivalent of a coral reef in the bay, and he wanted all parties to come together to protect the resource. Penny Hathaway of the Floating Homes Association voiced her support of the agencies involved in removal of abandoned vessels and mooring balls. Mr. Carvey referred to the Marinscope and SF Chronicle articles showing overwhelming positive support and indicating the resurgence of eelgrass in the bay. Mr. Chase said the articles were full of slander and libel and made it look like anchor outs were responsible for the leopard shark die-off. He also said that the anchor outs were not represented as low income-housed citizens in Sausalito, and that there was a huge change in Sausalito's new nautical ordinances since many of the codes advanced from infraction to misdemeanor violations. Bob Lorenzi stated that a designated anchorage can't be turned into a garden, and that eelgrass areas should be marked to keep boats out. Barbara Saltzman, representing the Marin Audubon Society, said that eelgrass changes annually, no one knows why, and that more specific science was on the horizon.

### **Staff Comments**

None.

### **Board Member Matters**

Member Sears offered a "shout out" to Jeff Jacobs for his participation and contributions in the recent sea level rise conversations.

The meeting was adjourned at 7:01 PM.

# RICHARDSON'S BAY REGIONAL AGENCY

## HARBOR ADMINISTRATOR'S REPORT

July 6, 2017

### WORKING RELATIONSHIPS

- **Boating and Waterways** – Closed out the 2016-18 SAVE Grant and RBRA has been fully reimbursed. 2) Application submitted for the SAVE grant for 2017-18, with a total request of \$275K. Still no word on whether the full amount will be awarded. 3) The offer of a fund assist from City of Avalon of @\$21,700 was rescinded at the last minute as they decided to use the funds themselves.
- **USCG** – meeting regularly with Abandoned Vessel Group, with reps from MSO in attendance.
- **MSO and SPD** – Working very closely with MSO as they tag and tow Marine Debris vessels for disposal. Assisted SPD in tagging and disposing of 4 MDVS, which they paid for with their SAVE grant funds. 2) working with Lt. Fraass of SPD to ensure a smooth transition as Sausalito and RBRA separate.

### DEBRIS REMOVAL

- Local beaches are being cleaned by the Adult Offender Work Program “volunteers” on a regular basis.
- 12 vessels were disposed since 5/16/17. 7 Marine Debris; 1 AWAFF (sunk, beached storm related); 4 VTIP.
- 3 additional small unregistered sunken vessels and 1 derelict dock were disposed of.
- 3 boats are currently impounded.
- 4 boats stored for disposal.

### RAPID RESPONSE

- 2 large and 3 small vessels recovered and disposed / returned to owners .

### WATER QUALITY

- We have had one spiked water test at Schoonmaker Point following the heat spell earlier in June.

### OTHER

- Accepted for disposal a large 46' derelict fishing boat converted to grow house from Galilee Harbor, with the understanding that the owner would pay for all disposal expenses. Without intervention, this vessel would have created numerous problems on the anchorage.
- Still endeavoring to find a fund assist from one of the other agencies participating in the SAVE grant program, but it is dependent on information held by the new administrator of that program. He has been working diligently to get up to speed, but the fund assist program is relatively new to DBW and has provided challenges.

# Richardson's Bay Regional Agency

## RBRA Vessel Disposal List April - June 2017

<b>Date</b>	<b>Name</b>	<b>Type</b>	<b>Amount</b>	<b>Condition</b>	<b>Location</b>
4/22/2017	GLASS DOCK	10' X 18' dock	\$250.00	sunk - aban. - MDV	Sausalito anchrg
5/5/2017	MCCLEAN CHRISCRAFT	28' f/g powerboat	\$5,575.00	abandoned - MDV	MC anchorage
5/6/2017	LITTLE BEAR	25' f/g sailboat	\$794.95	VTIP	Belvedere
5/6/2017	NANAIMO	24' f/g powerboat	\$0.01	VTIP	Sausalito harbor
5/6/2017	PETRIFIED	30' f/g sailboat	\$891.20	VTIP	Marin harbor
5/27/2017	ISLANDER 26	26' f/g sailboat	\$1,435.00	sunk - abnd. - SAVE	Belvedere beach
5/27/2017	RUTH	44' wood powerboat	\$3,413.81	VTIP - owner paid	Sausalito harbor
6/26/2017	WINDIGO	28' f/g sailboat	\$3,450.25	sunk - abnd. - MDV	Belvedere beach
6/27/2017	FIFI, + 3 BOATS	24' wooden sailboat 20' dory, Hobie 16	\$1,845.00	MDV	Sausalito anchrg
		<b>12 vessels total</b>	<b>\$17,655.22</b>		

**RBRA Balance Sheet**  
**July 1, 2016-June 30, 2017**

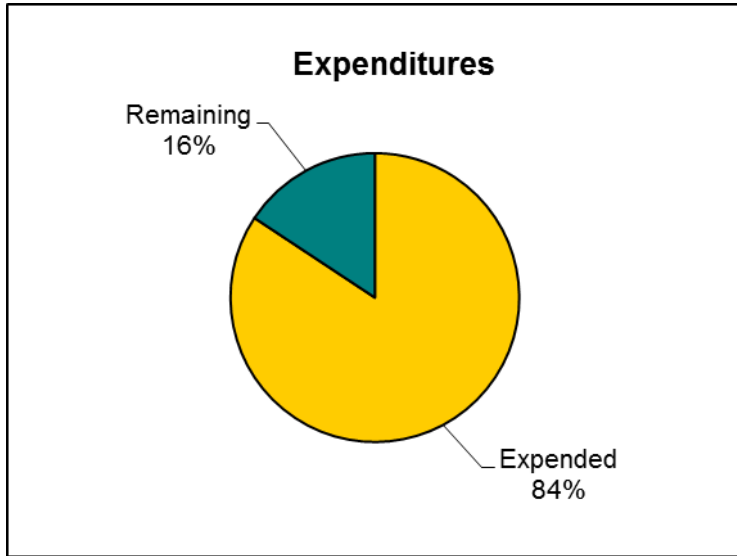
<b>Revenues</b>	<b>FY 16-17 Budget</b>	<b>Actuals to date*</b>	<b>Over/(Under) Budget</b>	<b>Projected 16/17 ACTUALS</b>
Interest Pooled Invst	\$300	\$650	\$350	\$700
Slip Rentals	\$7,000	\$7,975	\$975	\$8,000
Other Sales & Services	\$6,000	\$7,570	\$1,570	\$8,000
Intergovt Revs-State	\$202,800	\$212,211	\$9,411	\$212,211
Intergovt Revs-Local	\$289,100	\$282,101	(\$6,999)	\$282,101
<b>Total</b>	<b>\$505,200</b>	<b>\$510,507</b>	<b>\$5,307</b>	<b>\$511,012</b>

<b>Expenditures</b>	<b>FY 16-17 Budget</b>	<b>Actuals to date*</b>	<b>Over/(Under) Budget</b>	<b>Projected 16/17 ACTUALS</b>
Professional Services	\$481,334	\$400,077	\$81,257	\$481,000
Insurance Premiums	\$17,000	\$14,983	\$2,017	\$14,983
Communication	\$2,400	\$3,194	(\$794)	\$3,250
Rental & Oper Leases	\$32,000	\$33,855	(\$1,855)	\$33,855
Prof. Devel. Expenses	\$600	\$350	\$250	\$350
Travel & Meetings	\$2,200	\$730	\$1,470	\$750
Publication	\$2,400	\$0	\$2,400	\$800
Office Expenses	\$350	\$391	(\$41)	\$391
Maint. & Repair-Equip	\$8,000	\$6,759	\$1,241	\$7,700
Oil and Gas	\$600	\$681	(\$81)	\$700
<b>Total</b>	<b>\$546,884</b>	<b>\$461,019</b>	<b>\$85,865</b>	<b>\$543,779</b>

<b>Estimated Use of Fund Balance</b>	<b>\$41,684</b>	<b>(\$49,488)</b>	<b>\$80,558</b>	<b>\$32,767</b>
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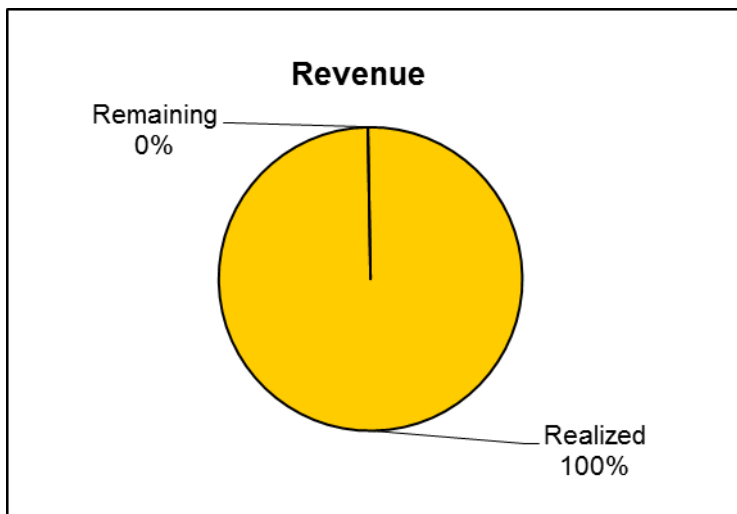
*\*As of 7/5/2017 - additional revenues/expenses may be realized/accrued prior to fiscal year-end closeout.*

# FY2016-2017 Budget Summary Through June 30, 2017



## Expenditures vs. Adopted Budget

Expenditures	\$461,019
Adopted Budget	\$546,884



## Realized Revenue vs. Budgeted Revenue

Realized Revenue	\$510,507
Budgeted Revenue	\$505,200



# RICHARDSON'S BAY REGIONAL AGENCY

## MEMORANDUM

July 13, 2017

**To:** RBRA Board

**From:** Dan Eilerman, Asst. County Administrator (& Interim RBRA Executive Director)

**Board Actions Requested:** (1) Accept report, and (2) Approve not-to-exceed contract of \$75,000 for part-time Executive Director in support of the RBRA through June 30, 2018

**BACKGROUND:** At your Board meeting of May 16, 2017, staff provided an update regarding the enhanced enforcement program and your Board approved a FY 2017-18 RBRA Budget including revised member contributions given the City of Sausalito's withdrawal from the agency, which became effective June 30, 2017. Your Board also elected Member Marty Winter as Chair and Member Kate Sears as Vice Chair to serve two-year terms commencing July 1, 2017. This evening, we also welcome new Member Jim Fraser to represent Tiburon on the Board, who replaces outgoing Member Erin Tollini.

The FY 2017-18 budget carries forward last year's modified budget, includes continuance of the enhanced enforcement initiative budget change proposal from FY 2016-17, and also includes funds for a new 0.25 FTE part-time professional executive director. Adoption of the FY 2017-18 budget in May allowed staff to transition toward identification of a more permanent executive director.

### Proposed New Executive Director Contract

On the agenda this evening is a recommended professional services agreement for your Board's consideration to provide part-time executive director services to the RBRA through June 30, 2018. The executive director would focus on engaging the Board in strategic planning efforts this summer to guide the agency's future direction. We are proposing that your Board approve Mr. Rod Gould to serve in this role for FY 2017-18. First among Mr. Gould's priorities would be to develop a work plan to bring to your Board for consideration in August outlining a strategic planning process to occur in coming months. Civic engagement will be an important component of this strategic planning process, and Mr. Gould would develop a process to identify and engage members of the community in these strategic planning efforts.

Mr. Gould is in agreement to serve at your Board's pleasure and has aligned his other professional engagements to accommodate this commitment. Compensation through June 30, 2018 would not exceed \$75,000 and is included in the FY 2017-18 budget.

You'll recall that, in June 2016, Mr. Gould was contracted for \$10,000 to provide consulting services in support of the RBRA. Mr. Gould's objective last summer was to coordinate a working group effort of RBRA member agency City/Town managers to review the RBRA, with recommendations relating to mission, structure, governance, regulations and funding of the agency going forward. While Mr. Gould's efforts last summer resulted in a prioritized list of recommendations for the Board to consider, the results of which have guided the enhanced enforcement program initiated last October, unfortunately Mr. Gould's schedule and professional commitments at the time were such that he was unable to serve as executive director. While his next steps would have included engagement with members of the

community, your Board directed staff to focus on Mr. Gould's initial three recommendations regarding the enhanced enforcement program while beginning efforts to identify a more permanent executive director. Mr. Gould's efforts provided a solid framework for the agency to demonstrate success with the enhanced enforcement program, which now gives the agency momentum going forward as it considers next steps.

Mr. Gould's Scope of Services (please see Exhibit A of the attached contract) includes a focus on engaging your Board in strategic planning efforts this summer to guide the agency's future direction. Outreach to the community and to the City of Sausalito as stakeholders in the strategic planning process will be an important component of this effort. Mr. Gould would serve as executive director of the RBRA, leading and coordinating efforts to ensure effective administration and supervising the Harbor Administrator. Among other duties, the executive director would:

- Develop a process to identify and engage members of the community in strategic planning efforts;
- Conduct interviews with RBRA and involved County staff, with RBRA Board Members, and engage with the San Francisco Bay Conservation & Development Commission (BCDC) and other relevant agencies as appropriate;
- Provide leadership and facilitation in discussing potential alternative structures and governance of the RBRA, reviewing issues with RBRA counsel and considering amendments to ordinances and/or the JPA agreement as necessary for your Board's consideration;
- Work to identify alternative sources of funding, potentially including additional State funds, to aid in enforcement, abatement and administration;
- Consider potential next steps in the agency's enforcement efforts; and
- Bring to your Board any agreement, as appropriate, regarding shared services between the RBRA and Sausalito.

In short, the executive director would aim to work with Board Members and stakeholders to determine a strategic vision for the agency and would bring proposed JPA amendments or ordinance changes to the Board during FY 2017-18. With Mr. Gould's previous RBRA experience, and his long tenure as a highly-respected professional administrator, he is uniquely suited to assume this role and enjoys the strong support of the City/Town Managers working group.

In the meantime, we will keep your Board apprised of our pending FY 2017-18 SAVE grant application with the State. Pending any further direction from your Board, staff would plan to continue with enforcement efforts focused on unoccupied vessels, unattended moorings and marine debris to the extent funding allows.

**FISCAL IMPACT:** Funding for the proposed contract is included in the FY 2017-18 RBRA budget. Mr. Gould would work at the rate of \$150 per hour for approximately 500 hours, for a not-to-exceed contract value of \$75,000, through June 30, 2018.

Should your Board not wish to approve the contract, staff would need to work with your Board to identify an alternative executive director candidate in coming months.

(Attachment – Executive Director contract)

**COUNTY OF MARIN  
PROFESSIONAL SERVICES CONTRACT  
2015 - Edition 1**

**THIS CONTRACT** is made and entered into this 11<sup>th</sup> day of July, 2017, by and between the COUNTY OF MARIN, hereinafter referred to as "County" and Rod Gould, hereinafter referred to as "Contractor."

**RECITALS:**

**WHEREAS**, County desires to retain a person or firm to provide the following service: consulting services to the County in support of the Richardson Bay Regional Agency (RBRA); and

**WHEREAS**, Contractor warrants that it is qualified and competent to render the aforesaid services;

**NOW, THEREFORE**, for and in consideration of the Contract made, and the payments to be made by County, the parties agree to the following:

**1. SCOPE OF SERVICES:**

Contractor agrees to provide all of the services described in **Exhibit A** attached hereto and by this reference made a part hereof.

**2. FURNISHED SERVICES:**

The County agrees to:

- A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
- B. Make available all pertinent data and records for review.
- C. Provide general bid and Contract forms and special provisions format when needed.

**3. FEES AND PAYMENT SCHEDULE:**

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract. Contractor shall provide County with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

**4. MAXIMUM COST TO COUNTY:**

In no event will the cost to County for the services to be provided herein exceed the maximum sum of **\$75,000.00** including direct non-salary expenses. As set forth in section 14 of this Contract, should the funding source for this Contract be reduced, Contractor agrees that this maximum cost to County may be amended by written notice from County to reflect that reduction.

**5. TIME OF CONTRACT:**

This Contract shall commence on July 11, 2017, and shall terminate on June 30, 2018. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

**6. INSURANCE:**

Commercial General Liability:

The Contractor shall maintain a commercial general liability insurance policy in the amount of \$1,000,000 (\$2,000,000 aggregate). The County shall be named as an additional insured on the commercial general liability policy.

Commercial Automobile Liability:

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor, Contractor shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability, in the amount of \$1,000,000.00.

Workers' Compensation:

The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance, a letter of self-insurance, or a copy of the Certificate of Consent to Self-Insure shall be provided to County prior to commencement of work.

Errors and Omissions, Professional Liability or Malpractice Insurance.

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

All policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to a "claims made" basis. The insurer shall supply County adequate proof of insurance and/or a certificate of insurance evidencing coverages and limits prior to commencement of work. Should any of the required insurance policies in this Contract be cancelled or non-renewed, it is the Contractor's duty to notify the County immediately upon receipt of the notice of cancellation or non-renewal.

If Contractor does not carry a required insurance coverage and/or does not meet the required limits, the coverage limits and deductibles shall be set forth on a waiver, **Exhibit C**, attached hereto.

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

**7. ANTI DISCRIMINATION AND ANTI HARASSMENT:**

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

**8. SUBCONTRACTING:**

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

**9. ASSIGNMENT:**

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the County.

**10. LICENSING AND PERMITS:**

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

**11. BOOKS OF RECORD AND AUDIT PROVISION:**

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Contract. Contractor will permit County to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any

way. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from County. Contractor shall refund any monies erroneously charged.

**12. WORK PRODUCT/PRE-EXISTING WORK PRODUCT OF CONTRACTOR:**

Any and all work product resulting from this Contract is commissioned by the County of Marin as a work for hire. The County of Marin shall be considered, for all purposes, the author of the work product and shall have all rights of authorship to the work, including, but not limited to, the exclusive right to use, publish, reproduce, copy and make derivative use of, the work product or otherwise grant others limited rights to use the work product.

To the extent Contractor incorporates into the work product any pre-existing work product owned by Contractor, Contractor hereby acknowledges and agrees that ownership of such work product shall be transferred to the County of Marin.

**13. TERMINATION:**

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the County may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

**14. APPROPRIATIONS:**

The County's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Marin County Board of Supervisors, the State of California or other third party. Should the funds not be appropriated County may terminate this Contract with respect to those payments for which such funds are not appropriated. County will give Contractor thirty (30) days' written notice of such termination. All obligations of County to make payments after the termination date will cease.

Where the funding source for this Contract is contingent upon an annual appropriation or grant from the Marin County Board of Supervisors, the State of California or other third party, County's performance and obligation to pay under this Contract is limited by the availability of those funds. Should the funding source for this Contract be eliminated or reduced, upon written notice to Contractor, County may reduce the Maximum Cost to County identified in section 4 to reflect that elimination or reduction.

**15. RELATIONSHIP BETWEEN THE PARTIES:**

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

**16. AMENDMENT:**

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

## **17. ASSIGNMENT OF PERSONNEL:**

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as is evidenced in writing.

## **18. JURISDICTION AND VENUE:**

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

## **19. INDEMNIFICATION:**

Contractor agrees to indemnify, defend, and hold County, 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.

County agrees to indemnify, defend, and hold Contractor 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 performance of this Contract and not the result of Contractor's negligence, recklessness or willful misconduct or Contractor's actions or inactions that are in performance of this Contract and at the direct request of RBRA or County.

## **20. COMPLIANCE WITH APPLICABLE LAWS:**

The Contractor shall comply with any and all Federal, State and local laws and resolutions: including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Board of Supervisors Resolution #2005-97 prohibiting the off-shoring of professional services involving employee/retiree medical and financial data affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the Contract Manager referenced in section 21. In addition, the following NOTICES may apply:

- 1. Pursuant to California Franchise Tax Board regulations, County will automatically withhold 7% from all payments made to vendors who are non-residents of California.**
- 2. Contractor agrees to meet all applicable program access and physical accessibility requirements under State and Federal laws as may apply to services, programs or activities for the benefit of the public.**
- 3. For Contracts involving any State or Federal grant funds, Exhibit D must be attached. Exhibit D shall consist of the printout results obtained by search of the System for Award Management at [www.sam.gov](http://www.sam.gov).**

### **Exhibit D - Debarment Certification**

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

- The certification in this clause is a material representation of fact relied upon by County.
- The Contractor shall provide immediate written notice to County if at any time the Contractor learns that its certification was erroneous or has become erroneous by reason of changed circumstances.
- Contractor certifies that none of its principals, affiliates, agents, representatives or contractors are excluded, disqualified or ineligible for the award of contracts by any Federal agency and Contractor further certifies to the best of its knowledge and belief, that it and its principals:
  - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency;
  - Have not been convicted within the preceding three-years of any of the offenses listed in 2 CFR 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
  - Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses listed in 2 CFR 180.800(a);

- Have not had one or more public transactions (Federal, State, or Local) terminated within the preceding three-years for cause or default.
- The Contractor agrees by signing this Contract that it will not knowingly enter into any subcontract or covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- Any subcontractor will provide a debarment certification that includes the debarment clause as noted in preceding bullets above, without modification.

**21. NOTICES:**

This Contract shall be managed and administered on County's behalf by the Department Contract Manager named below. All invoices shall be submitted and approved by this Department and all notices shall be given to County at the following location:

Contract Manager: Matthew H. Hymel, County Administrator  
County Administrator's Office  
3501 Civic Center Dr. #325  
 Dept./Location: San Rafael, CA 94903  
 Telephone No.: (415) 473-6358

Notices shall be given to Contractor at the following address:

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

**22. ACKNOWLEDGEMENT OF EXHIBITS**

**Check applicable Exhibits**

**CONTRACTOR'S INITIALS**

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

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

**CONTRACTOR:**

By: [Signature]  
 Name: Rod Gould  
 Title: Consultant

**APPROVED BY  
 COUNTY OF MARIN:**

By: \_\_\_\_\_  
 Judy Arnold, President, Board of Supervisors

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

*APPROVED AS TO FORM:*  
 County Counsel: [Signature] Date: 6/14/17

## EXHIBIT "A"

### SCOPE OF SERVICES (required)

Serving at the pleasure of the Richardson Bay Regional Agency (RBRA) Board of Directors, provide professional consulting services to the County of Marin in support of the RBRA, leading a working group effort of RBRA member agency City/Town Managers (including the Cities/Towns of Tiburon, Belvedere and Mill Valley) and the Marin County Administrator, to review the RBRA mission, structure, governance, regulations and funding of the RBRA going forward, while leading the RBRA on behalf of its Board as Executive Director.

- Serve as Executive Director of the RBRA, leading and coordinating efforts to ensure effective administration of the RBRA and supervising the Harbor Administrator.
- Engage the RBRA Board in strategic planning efforts to guide the agency's future direction, including consideration of next steps in the agency's enhanced enforcement initiative.
- Conduct interviews with RBRA and involved County staff, interviews with RBRA Board Members, and conversation with the San Francisco Bay Conservation & Development Commission (BCDC) and other relevant agencies as appropriate.
- Provide leadership and facilitation in discussing potential alternative structures and governance of the RBRA.
- Explore the legal framework and background documents of the RBRA; review issues with RBRA legal counsel, and consider amendments to ordinances and/or the JPA agreement as necessary.
- Conduct meetings with the City Managers of the three Member Agency Cities/Towns and the County Administrator's Office, the Marin County Sheriff's Office, staff and any subcommittees of the RBRA Board, before making any preliminary recommendations on strategy going forward.
- Lead community engagement efforts as a component of continued RBRA enhanced enforcement and strategic planning efforts.
- Work to identify alternative sources of funding, potentially including additional State funds, to aid in enforcement, abatement and administration.
- Provide liaison to the City of Sausalito as a stakeholder in the strategic planning process, and to ensure effective operation of the RBRA and to avoid duplication of efforts.
- General assistance, management and advice as requested.



**EXHIBIT "B"**

**FEES AND PAYMENT SCHEDULE (required)**

COUNTY shall pay CONTRACTOR as follows:

- (1) **BASE CONTRACT FEE.** COUNTY shall pay CONTRACTOR a contract fee of: \$150 per hour for approximately 500 hours not to exceed \$75,000 during the term of the contract. CONTRACTOR shall be paid \$5,769 at the end of every month by County for his services, which commence July 11, 2017.
- (2) **MILEAGE.** COUNTY shall not pay CONTRACTOR for travel by private, leased or hired vehicle as required by this Contract.
- (3) **TRAVEL COSTS.** COUNTY shall not pay CONTRACTOR for meals, lodging or other travel costs not included in this Contract. All costs above base contract fee (the not to exceed limit) are capped at (not applicable).
- (4) **AUTHORIZATION REQUIRED.** Services performed by CONTRACTOR and not authorized in this Contract shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Contract is amended by both parties in advance of performing additional services.
- (5) **MAXIMUM CONTRACT AMOUNT.** The maximum term of this Contract is June 30, 2018. The maximum amount payable to Contractor under this Contract for this period shall not exceed \$75,000.

**EXHIBIT "C"**

**INSURANCE REDUCTION/WAIVER (if applicable)**

CONTRACTOR:

CONTRACT TITLE: COUNTY OF MARIN PROFESSIONAL SERVICES CONTRACT

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	X ✓	\$1 million aggregate	
Automobile Liability Insurance		\$ 500,000	
Workers' Compensation Insurance	X ✓		
Professional Liability Deductible	X ✓	\$	

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

Limited risk; hold harmless provisions of contract sufficient for services provided.

*Contractor/consultant is a solo individual*

*filling a part time administrative position*

*and does not possess the level/type of experience*

*normally required under a County contract.*

Contract Manager Signature: *M. Aymon*

Date: *6/15/17*

Extension: \_\_\_\_\_

Approved by Risk Manager: *Maria Pacheco*

Date: *6/15/17*