

RICHARDSON'S BAY REGIONAL AGENCY
Board of Directors Meeting Notice
Thursday, June 10, 2021, 5:30 pm

Via Remote Zoom Meeting: <https://zoom.us/j/4425459156?pwd=ZTRlHdCRDQ2dU1PcllXZHNRZkNIQT09>

Meeting ID: 442 545 9156

Passcode: 520819

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

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

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

The Richardson's Bay Regional Agency (RBRA) is inviting you to a scheduled Zoom meeting.
Topic: RBRA Board of Directors Meeting, Thursday, June 10, 2021
Time: June 10, 2021 - 5:30 PM Pacific Time (US and Canada)

Join Zoom Meeting: <https://zoom.us/j/4425459156?pwd=ZTRlHdCRDQ2dU1PcllXZHNRZkNIQT09>

Meeting ID: 442 545 9156

Passcode: 520819

One tap mobile: 1 669 900 9128 US (San Jose)

Find your local number: <https://zoom.us/u/ayYK5Oc1j>

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

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

RICHARDSON'S BAY REGIONAL AGENCY
Board of Directors Meeting Agenda
Thursday, June 10, 2021

<https://zoom.us/j/4425459156?pwd=ZTRlYHdCRDQ2dU1PcllXZHNRZkNIQT09>

Zoom Meeting ID: 442 545 9156

Password: 520819

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

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

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

ADJOURN TO CLOSED SESSION:

- 1) CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to California Government Code § 54956.9(d)(2).
Number of potential cases: One.

5:30 PM: RECONVENE IN REMOTE OPEN SESSION

- 1) Call to order and roll call.
- 2) Consent Agenda. The Consent Agenda reflects those agenda items with prior policy approval from the Board and/or are administrative matters. Unless any item is specifically removed by a member of the Board, staff, or public in attendance, the Consent Agenda will be adopted by one motion.
 - a) Approve minutes of May 13, 2021.
 - b) Authorize execution of an agreement with Coastal Policy Solutions for implementation of the work program identified in the Ocean Protection Council Coastal Resiliency Grant to support Phase 1 Implementation of the Eelgrass Protection and Management Plan, in an amount not to exceed \$215,000 for all direct and sub-contracted project services to accomplish the grant.
- 3) Action Item: Election of Board Chair and Board Vice Chair for the term July 1, 2021 through June 30, 2023.
- 4) Informational Item: Presentation by Rebecca Schwartz Lesberg from Coastal Policy Solutions providing responses to comments received related to the Draft Eelgrass Protection Management Plan (EPMP). Receive information and provide direction to staff for finalization of EPMP.
- 5) Open time for public expression. Members of the public are welcome to address the Board for up to three minutes per speaker on matters not on the agenda. Under the state Brown Act, Board members may not deliberate or take action on items not on the agenda, and generally only may listen.
- 6) Reports/comments: a) Staff report; b) Board Member matters.
- 7) Adjourn.

RICHARDSON'S BAY REGIONAL AGENCY

DRAFT MINUTES OF MAY 13, 2021

Board of Directors Meeting

HELD REMOTELY VIA ZOOM

4:30 PM: CALL TO ORDER IN REMOTE OPEN SESSION

MEMBERS PRESENT: Jim Wickham, Chair (Mill Valley), Stephanie Moulton-Peters, Vice Chair (Marin County), Steve Block (Belvedere); Alice Fredericks (Tiburon)

STAFF: Curtis Havel (Harbormaster); Jim Malcolm (Assistant Harbormaster), Jenna Brady (Legal Counsel)

ADJOURN TO REMOTE CLOSED SESSION:

1) CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to California Government Code § 54956.9(d)(2).

Number of potential case(s): One.

5:40 PM: RECONVENE IN REMOTE OPEN SESSION

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

MEMBERS PRESENT: Steve Block (Belvedere); Stephanie Moulton-Peters (Marin County); Jim Wickham, Chair (Mill Valley); Alice Fredericks (Tiburon)

MEMBERS ABSENT: None

STAFF: Curtis Havel (Harbormaster); Jim Malcolm (Assistant Harbormaster); Jenna Brady (Legal Counsel)

2. **Consent Agenda**

a. Approve minutes of April 8, 2021.

No comment from public.

M/S Moulton-Peters/Block, to approve the Consent Agenda. Motion passed unanimously.

3. **Fiscal year 2021-2022 budget.** Staff recommendation: Approve Resolution No. 02-21 adopting the fiscal year 2021-2022 budget.

Questions from Vice Chair Moulton Peters and Member Block.

Comments received from Eva Crysanthé, Robbie Powelson, Jeff Jacob Chase, Tim Logan, Allie, Anne Libbin.

M/S Moulton-Peters/Block, to approve Resolution Number 02-21 adopting the fiscal year 2021-2022 budget. Motion passed unanimously.

4. **Open time for public expression.**

Comments received from Eva Crysanthé, Robbie Powelson, Tim Logan, Arthur Bruce, Rafael Lopez, Jenette, David Schonbrun, Court Mast.

5. Reports/comments.

Harbormaster Havel informed the Board that the floating home being held at the Army Corps of Engineers debris dock was removed without permission and located in the anchorage in violation of the Marin County Zoning Ordinance, the California Building Code, and the Rules and Regulations for anchoring in Richardson's Bay.

6. Adjournment.

The meeting was adjourned at 6:54pm

RICHARDSON'S BAY REGIONAL AGENCY

RESOLUTION NUMBER 02-21

OF THE RICHARDSON'S BAY REGIONAL AGENCY

ADOPTING A FISCAL YEAR 2021-22 BUDGET

WHEREAS, the Board of Directors annually establishes a budget of projected revenues and expenditures for the Richardson's Bay Regional Agency (RBRA); and

WHEREAS, RBRA staff has prepared a proposed 2021-22 budget that reflects cost estimates and revenue projections for the current and next fiscal years; and

WHEREAS, the proposed 2021-22 budget reflects an increase of two percent (2%) in member agency contributions, and proposes to expend funds from available fund balance; and

WHEREAS, the Board of Directors may make mid-year budget adjustments to reflect new grant commitments or additional assessments on member agencies to carry out the Board's direction; and

WHEREAS, the proposed budget was presented to the Board of Directors at its meeting of May 13, 2021, at which time the public had the opportunity to comment,


NOW, THEREFORE, BE IT RESOLVED that the Board of Directors hereby adopts the attached budget for fiscal year 2021-22 in the amount of \$51,336,600

PASSED AND ADOPTED by the Board of Directors of the Richardson's Bay Regional Agency on May 13, 2021.

Votes: *Black - Y* *Jawilton - Peter - Y* *4 AYES / 0 NOES*
Frubich - Y *Wickham - Y*

CERTIFICATION:


Jim Wickham - Board Chair


Curtis Havel - Harbormaster

RICHARDSON'S BAY REGIONAL AGENCY

RICHARDSON'S BAY REGIONAL AGENCY (RBRA)

STAFF REPORT

For the meeting of June 10, 2021

To: RBRA Board of Directors

From: Curtis Havel, Harbormaster

Subject: Contract for services to implement the work program in RBRA's Ocean Protection Council Coastal Resiliency Grant

STAFF RECOMMENDATION:

Authorize execution of agreement with Coastal Policy Solutions for implementation of the work program identified in the Ocean Protection Council Coastal Resiliency Grant to support Phase 1 Implementation of the Eelgrass Protection & Management Plan, in an amount not to exceed a total amount of \$215,000 for all direct and sub-contracted project services to accomplish the grant.

BACKGROUND/DISCUSSION:

On March 11, 2021, the Richardson's Bay Regional Agency (RBRA) Board of Directors adopted Resolution 01-21 approving the execution of grant funding from the Ocean Protection Council (OPC). The OPC grant agreement and funding was fully executed on May 5, 2021. This grant award will allow RBRA to accomplish the following action items related to its eelgrass protection initiatives:

- (1) Finalize the draft Eelgrass Protection Management Plan (EPMP) that was presented to the Board on April 8, 2021;
- (2) Pursue federal regulatory changes with the United States Coast Guard including updating United States Coast Pilot (Volume 7), and updating US Nautical Navigation Charts 18649 and 18653 to reflect updated anchoring and no-anchoring areas pursuant to the EPMP;
- (3) Perform monitoring and surveying of wildlife, habitat, eelgrass and bay bathymetry;
- (4) Conduct outreach and education; and,
- (5) Manage the implementation of the plan.

In summary, the primary goal of the EPMP is to establish boundaries for where anchoring can or cannot occur in Richardson's Bay in order to protect eelgrass resources and prevent further damage to the bed from anchor scour. The OPC grant funds the implementation of the EPMP in terms of boundary defining, baseline wildlife monitoring, eelgrass surveying, and outreach/engagement on the updated boundaries.

Coastal Policy Solutions (CPS) has been pivotal in assisting the RBRA with creating a draft EPMP,

sourcing and applying for grant funding, and providing technical background related to habitat conditions in Richardson's Bay. The OPC grant is dependent upon this expertise for project lead services required to meet the scope of work contained in the grant. CPS will be responsible for the project lead services, contracting for specialized services, and providing specific deliverables to accomplish the grant project.

FINANCIAL IMPACT:

The grant funding for the agreement was programmed into the adopted 2021-22 fiscal year budget.

NEXT STEPS:

Upon Board approval, staff will execute a contract with Coastal Policy Solutions for completion of the EPMP and implementation of the OPC grant for EPMP Phase 1 Implementation.

Attachments:

Letter dated June 3, 2021 from Coastal Policy Solutions (including "Exhibit A – OPC Grant Agreement")

June 3, 2021

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

via email to chavel@marincounty.org

Re: Proposal to assist in the implementation of RBRA's Ocean Protection Council Prop 68 project

Dear Mr. Havel,

As you know, in April 2021 the Richardson's Bay Regional Agency (RBRA) was awarded a \$324,681 grant from the California Ocean Protection Council's Proposition 68 Coastal Resiliency Grant Program to complete the "Richardson's Bay Eelgrass Protection and Management Plan (EPMP) – Phase 1 Implementation Project" (also referred to as the "EPMP Implementation Project").

The primary goal of the EPMP is to establish boundaries for where anchoring can or cannot occur in Richardson's Bay in order to protect eelgrass resources and prevent further damage to the bed from anchor scour. The OPC grant funds the implementation of the EPMP in terms of boundary defining, baseline wildlife monitoring, eelgrass surveying, and outreach/engagement on the updated boundaries. The fully executed grant agreement between RBRA and OPC is included for reference here as Attachment A.

Because RBRA is a small agency of only two full time staff, many of the activities described in the grant agreement are to be completed through contracts to subconsultants. Specifically, \$215,000 of the project award is budgeted for contracts (subconsultants) to complete activities related to project management, waterbird and habitat monitoring, eelgrass bathymetric mapping, legal assistance, and graphic design.

Coastal Policy Solutions is pleased to provide this proposal for services in support of these activities as part of RBRA's EPMP Implementation Project. Of the \$215,000 budgeted for contracts, \$140,000 would go to Coastal Policy Solutions over the next two years for project management and implementation, with the remaining \$75,000 going to subcontractors for wildlife monitoring and other services as defined in the budget table below. If you have any questions or request any changes, please do not hesitate to reach out. I can be reached at rebecca@coastalpolycysolutions.com or via phone at 310-433-8410.

Sincerely,



Rebecca Schwartz Lesberg
President
Coastal Policy Solutions

Richardson's Bay Regional Agency:
Richardson's Bay Eelgrass Protection and Management Plan – Phase 1 Implementation Project
June 3, 2021

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

The following tasks are proposed:

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

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

Project Timeline:

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

Budget: The Richardson Bay Regional Agency shall pay Coastal Policy Solutions up to, but not exceeding, \$215,000 for the completion of the deliverables described above and broken down by task below. Items indicated by an asterisk (*) will be subcontracted to expert subcontractors.

Cost Item or Category	Cost Basis	Task 1: Finalize EPMP	Task 2: Regulatory Changes	Task 3: Wildlife & habitat monitoring	Task 4: Outreach & education	Task 5: Program Mgmt	Total from OPC
Project lead	\$70,000/year for two years	\$35,000.00	\$55,000.00	\$21,000.00	\$15,000.00	\$14,000.00	\$140,000.00
Waterbird monitoring contractor*	\$10,000/year for two years			\$20,000.00			\$20,000.00
Aerial eelgrass survey contractor*	\$5,000/year for two years			\$10,000.00			\$10,000.00
Eelgrass bathymetric survey*	\$35,000 per occurrence			\$35,000.00			\$35,000.00
Legal Counsel*	20 hours @ \$300/hr				\$6,000.00		\$6,000.00
Graphic Design*	40 hours @ \$100/hr				\$4,000.00		\$4,000.00
	Totals	\$35,000.00	\$55,000.00	\$86,000.00	\$25,000.00	\$14,000.00	\$215,000.00

**State of California
The Natural Resources Agency – GRANT AGREEMENT**

GRANTEE NAME: C0875012
PROJECT TITLE: Richardson's Bay Eelgrass Protection & Management Plan—Phase 1 Implementation
AUTHORITY: California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018
PROGRAM: Ocean Protection Council
AGREEMENT NUMBER: C0875012

PROJECT COMPLETION DATE IS: October 1, 2023

PROJECT TERMINATION DATE IS: December 1, 2023

Under the terms and conditions of this agreement, the applicant agrees to complete the project as described in the project scope described in Exhibit A, and any subsequent amendments, and the State of California, acting through the Natural Resources Agency pursuant to the Budget Act of 2016, agrees to fund the project up to the total state grant amount indicated.

PROJECT DESCRIPTION: See project description on Page 1 and Exhibit A of the Agreement

Total State Grant not to exceed **\$324,681.00** (or project costs, whichever is less)

The Special and General Provisions attached are made a part of and incorporated into the Agreement.

RICHARDSON'S BAY REGIONAL AGENCY

**STATE OF CALIFORNIA
THE NATURAL RESOURCES AGENCY**

By Curtis Havel
Curtis Havel

By Mark Gold
Mark Gold

Title Harbormaster

Title Deputy Secretary for Ocean and Coastal Policy

Date 4/23/2021

Date 4/28/2021

CERTIFICATION OF FUNDING

AMOUNT OF ESTIMATE FUNDING	AGREEMENT NUMBER	FUND					
\$324,681.00	C0875012	6088 - California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Fund of 2018					
ADJ. INCREASING ENCUMBRANCE							
\$							
ADJ. DECREASING ENCUMBRANCE	FUNCTION						
\$	Local Assistance						
UNENCUMBERED BALANCE	Ref Number	Fund	Enactment Year (ENY)	Account Number	Alt Account		
\$	001	608800002	2018	5432000	543200000		
Program	PCBU	Project	Activity	RPTG Structure	SVC Loc	Agency Use	Budget Period
0320	0540	05400C0875012	31875	05400001	31875	B7601	2020

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance

5/5/2021

SIGNATURE OF ACCOUNTING OFFICER

DATE

GRANT AGREEMENT

State of California - The California Natural Resources Agency/Ocean Protection Council

Grantee Name: Richardson's Bay Regional Agency

Project Title: Richardson's Bay Eelgrass Protection & Management Plan—Phase 1 Implementation

Agreement Number: Agreement No. C0875012

Authority: Proposition 68, the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018, Public Resources Code section 80000, implementing Public Resources 35500 *et seq.*, and 35650.

Program: California Ocean Protection Council

PROJECT DESCRIPTION

The Richardson's Bay Eelgrass Protection and Management Plan (EPMP) – Phase 1 Implementation Project will increase local resilience to the impacts of climate change by securing up to 200 acres of eelgrass from ongoing damage. Using a spatial planning approach to designate allowable use zones within the Bay, the Richardson's Bay Regional Agency (RBRA) and community partners (including conservation, science, and law enforcement groups) are resolving a decades-old resource use conflict. By protecting the second largest eelgrass bed in San Francisco Bay, this project supports sustainable commercial fisheries (Pacific herring), public access to California's natural resources, and adaptation to sea level rise. EPMP Phase 1 includes regulatory changes to codify zoning updates in the Bay, wildlife and habitat monitoring to track resulting changes, and active outreach and education to disadvantaged communities on and off the water.

Scope of Work

A Scope of Work, Project Schedule and Project Budget ("Work Program") are described in Exhibit A and attached to this Grant Agreement and incorporated by reference. Grantee will fully perform all work necessary to complete the Project, as identified in the Work Program. A Work Plan describing the project at a more detailed scale may be developed by the Grantee and Project Manager as necessary to ensure proper completion of grant deliverables.

Project Budget Details

The Grantee shall expend Grant Funds in the manner described in the Work Program, including the Project Budget, approved by the State. The Grantee may propose adjustments to the Project Budget, as described in section C. 4., below, if the total amount of the grant remains the same. If the proposed adjustments are approved by the State, they will be self-executing and will automatically be part of the Agreement and

binding on Grantee, and incorporated into the Project Budget in Exhibit A.

TERMS AND CONDITIONS OF GRANT

Special Provisions

1. Recipients of Grant Funds shall include acknowledgement of grant funding in all materials produced with grant funds. The California Natural Resources Agency and California Ocean Protection Council ("OPC") shall have the right to republish any material generated by this grant.
2. Recipients of Grant Funds shall ensure that materials produced for online posting and distribution are accessible for people with disabilities, including, but not limited to, blindness and low vision, and deafness and hearing loss, in compliance with Web Content Accessibility Guidelines 2.0 Level AA, or a subsequent version, and section 508 of the Rehabilitation Act.

General Provisions

A. Definitions

1. The term "Act" means Proposition 68, the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018.
2. The term "Agreement" means this Grant Agreement.
3. The term "Application" means the individual application form, its required attachments for grants pursuant to enabling legislation and/or program and any applicable materials supplied to by the application to the OPC or California Natural Resources Agency prior to award.
4. The term "Authorization" means the OPC adopted resolution included in the staff recommendation attached as Exhibit B. This agreement is executed under that authorization.
5. The term "Benchmark" means specific tasks or project deliverables identified in the project Work Plan as approved by the state.
6. The term "Completion Date" means the date by which all activity for the project must be concluded. Work performed after this date cannot be reimbursed.
7. The term "Executive Director" means the Executive Director of OPC, who is also the California Natural Resources Agency's Deputy Secretary for Ocean and Coastal Policy.
8. The term "Grant" or "Grant Funds" means the money provided by the State to the Grantee in this Agreement.
9. The term "Grantee" means an applicant who has a signed agreement for Grant Funds.
10. The term "Nonprofit Organization" means any nonprofit corporation qualified to do business in California, and qualified under Section 501(c)(3) of the Internal Revenue Code.
11. The term "Other Sources of Funds" means cash or in-kind contributions that are required or used to complete the project beyond the Grant Funds provided by this Agreement.
12. The term "Project" means the activity described in the Work Program to be accomplished with Grant Funds.
13. The term "Project Budget" means the State approved cost estimate submitted to the Executive Director of OPC ("Executive Director") as part of the Work Program. The Project Budget shall describe all labor

OPC Grant Agreement No. C0875012

and materials costs of completing each component of the Project. The Project Budget may contain either itemized amounts, or ranges permissible for each item or task described in Project Scope and Work Plan. The Project Budget must include the set administrative and indirect costs agreed upon by the Parties if applicable. For each project component, the Project Budget shall list all intended funding sources including the State's grant and all other sources of monies, materials or labor.

14. The term "Project Manager" means the representative of the State given authorization by the Executive Director to administer and provide oversight of the Grant.
15. The term "Public Agency" means any State of California department or agency, a county, city, public district or public agency formed under California law.
16. The term "Request for Disbursement Form" means the form that will be submitted requesting payment.
17. The term "State" means the California Natural Resources Agency, the OPC or their representatives, or other political subdivision of the State, and includes their officers, agents and employees.
18. The term "Termination Date" means the date by which all invoices and other reporting requirements must be complete.
19. The term "Work Plan" means the description of tasks and related work to be accomplished by the Project.
20. The term "Work Program" means the State approved Work Plan, Project Schedule and Project Budget, as described in Exhibit A.

CA B. Project Execution

1. Pursuant to the OPC Proposition 68 Grant Guidelines, the Grantee shall comply with all applicable project execution procedures.
2. Subject to the availability of funds, the State hereby grants to the Grantee the sum \$398,602 (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of Project in this Agreement and its attachments and under the Terms and Conditions set forth in this Agreement.
3. Grantee shall furnish any and all additional funds that may be necessary to complete the Project.
4. Grantee shall complete the Project before the Completion Date as set forth on the signature page, unless an extension has been granted by the State, and under the Terms and Conditions of this Agreement. Grantee shall complete invoicing and reporting requirements by the Termination Date as set forth on the signature page, unless an extension has been granted by the State and under the Terms and Conditions of this Agreement.

In the event of circumstances beyond the control of the Grantee, extensions may be requested in advance and will be considered by the OPC, at its sole discretion.

5. Grantee certifies that the Work Program does and will continue to comply with all current laws and regulations which apply to the Project, including, but not limited to, environmental laws, including, but not limited to, California Environmental Quality Act, health and safety codes, and disabled access laws.
6. Prior to the commencement of any work, Grantee agrees to submit in writing to the State for prior approval any deviation from the original Work Program per Exhibit A and/or the Application. Changes in the Work Program must continue to meet the need cited in Exhibit B or they will not be approved. Any modification or alteration in the Work Program on file with the State must be submitted to the State for approval.
7. Grantee shall provide status reports of the work at the request of the State.

C# C. Project Costs

1. Any Grant Funds provided to Grantee under this Agreement will be disbursed for eligible costs as outlined in OPC General Conditions and Budget Guidelines for Grantees, on a reimbursement basis, as follows, but shall not exceed in any event the amount set forth on the signature page of this Agreement:
 - a. Up to Ten percent (10%) of the reimbursement amount will be held back and issued as a final payment upon completion of the Project and receipt by the State of a detailed summary of Project costs from the Grantee found to be satisfactory by the State and a copy of the final products generated with Grant Funds.
 - b. If all or any part of the project to be funded under this agreement will be performed by third parties under contract with the Grantee, then the Grantee should, prior to executing an agreement for services, seek the approval of the Executive Director or designee on the selection of the third party. The Grantee shall then comply with the above paragraph regarding submission and approval of a work program prior to project commencement.
2. Payment Documentation:
 - a. All payment requests must be submitted using a completed Request for Disbursement Form. The Grantee shall include in the form its name and address, the number of this agreement, the date of the submission, the amount of the invoice, the period during which the work was actually done, and an itemized description, including time, materials, and expenses incurred, of all work done for which disbursement is requested. The expenses shall be organized by task number from the work plan. The form shall also indicate, per task number from the Work Plan, cumulative expenditures to date, expenditures during the reporting period, and the unexpended balance of funds under the grant agreement. Each payment request must also include proof of payment such as receipts, paid invoices, canceled checks or other forms of documentation demonstrating payment has been made. An authorized representative of the Grantee shall sign the form.
 - b. In connection with submission of each form, the Grantee shall also submit, unless the Executive Director makes a specific exemption, the following:
 - (1) An itemized ledger, in a form approved by an authorized representative, detailing all direct expenditures incurred by the Grantee and any subgrantee.
 - (2) Receipts, travel expense vouchers and claim forms for travel expenses incurred by the Grantee and any subgrantee. The State will reimburse the Grantee for expenses necessary to the project when documented by appropriate receipts. The State will reimburse travel and related expenses at actual costs not to exceed the rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations, except that reimbursement may be in excess of these rates upon documentation that these rates are not reasonably available to the Grantee. Reimbursement for the cost of operating a private vehicle shall not, under any circumstance, exceed the current rate specified by the State of California for unrepresented state employees as of the date the cost is incurred. The State will reimburse the Grantee for other necessary expenses if those expenses are reasonable in nature and amount taking into account the nature of the project, its location, and other relevant factors.
 - (3) Receipts or any other source documents for direct expenditures for any purchase of equipment or materials by the Grantee and any subgrantee.
 - (4) A supporting progress report from the Grantee summarizing the work that was completed during the invoice period and the current status of the work for which disbursement is sought, including work by any subgrantee, and comparing it to the status required by the Work Program (e.g. budget, timeline, tasks).

OPC Grant Agreement No. C0875012

- c. Notwithstanding the foregoing, the Executive Director may request and the Grantee shall provide receipts or other source documents for any other direct expenditure or cost as described in the ledger, as and when necessary to resolve any substantial issue concerning reimbursement.
 - d. The Grantee's failure to fully execute and submit a Request for Disbursement form, including attachment of supporting documents, may relieve the State of its obligation to disburse funds to the Grantee unless and until the Grantee corrects all deficiencies.
 - e. Any payment request that is submitted without the required itemization and documentation will not be authorized. If the payment request package is incomplete, inadequate or inaccurate, the State will inform the Grantee and hold the payment request until all required information is received or corrected. Grantee shall submit a payment request no more frequently than monthly but no less frequently than quarterly (assuming activity occurred within that quarter). Any penalties imposed on the Grantee by a contractor, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.
3. Grant Funds in this award have a limited period in which they must be expended. Grantee expenditures funded by the State must occur before the Completion Date as indicated on the signature page of this Agreement.
 4. Except as otherwise provided herein, the Grantee shall expend Grant Funds in the manner described in the Work Program, including the Project Budget, approved by the State. The Grantee is permitted to adjust any of the ranges in the Project Budget, other than administrative and indirect costs, upwards or downwards for a total of 10% of the amount of the Grant, so long as the sum of the whole Project Budget does not exceed the approved amount of funding for the Work Program. Grantee will provide notice of any such adjustment to the State explaining how it plans to account for and manage the adjustment.

However, if Grantee seeks to adjust the allocations within the Budget ranges upwards or downwards more than 10%, create or amend the ranges, or to delete ranges entirely, a request must be submitted in writing to the Project Manager. The Project Manager, along with the Project Manager's supervisor, will consider whether to approve the Grantee's request for new allocations and ranges. Upon approval of such a request by OPC staff, the new budget ranges and allocations will become self-executing and will automatically be part of the Agreement and binding on Grantee, and incorporated into the Project Budget in Exhibit A. In any event, the total amount of the Grant Funds may not be increased, except by written amendment to this agreement.

Ch D. Project Administration

1. Grantee shall promptly provide Project reports with payment requests and upon request by the State. In any event Grantee shall provide the State a report showing total final Project expenditures with the final Request for Disbursement and required closing documents.
2. Grantee shall submit all documentation for Project completion, as applicable, and final reimbursement by the Termination Date.
3. Final payment is contingent upon State verification that Project is consistent with Project Work Program as described in Exhibit A, together with any State approved amendments.
4. This Agreement may be amended by mutual agreement in writing between Grantee and State. Any request by the Grantee for amendments must state the amendment request and reason for the request. The Grantee shall make requests in a timely manner and in no event less than sixty (60) days before the effective date of the proposed amendment.
5. Grantee must report to the State in the Project Budget all sources of other funds for the Project.

CA E. Project Termination

1. Prior to the completion of the Project, either party may terminate this Agreement by providing the other party with thirty (30) days' written notice of such termination. The State may also immediately terminate this Grant for any reason at any time if it learns of or otherwise discovers that there is a violation of any state or federal law or policy by the Grantee which effects performance of this or any other grant agreement or contract entered into with the State.
2. If the State terminates without cause the Agreement prior to the end of the Completion Date, the Grantee shall take all reasonable measures to prevent further costs to the State under this Agreement. The State shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee in the performance of the Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.
3. If the Grantee fails to complete the Project in accordance with this Agreement, or fails to fulfill any other obligations of this Agreement prior to the Termination Date, the Grantee shall be liable for immediate repayment to the State of all amounts disbursed by the State under this Agreement, plus accrued interest and any further costs related to the Project. The State may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed provided that the State determines it is in the State's best interest to do so. This paragraph shall not be deemed to limit any other remedies available to the State for breach of this Agreement.
4. Failure by the Grantee to comply with the terms of this Agreement or any other Agreement may be cause for suspension of all obligations of the State hereunder.
5. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for suspending all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault of the Grantee. At the discretion of the State, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
6. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Agreement, exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Grant Funds under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant Funds disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State.

CA F. Hold Harmless

1. Grantee shall waive all claims and recourses against the State, including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement.
2. Grantee shall reimburse the State for legal costs, including judgments, incurred in defending any claims brought by third-parties arising out of Grantee's work on the Project, including CEQA challenges.
3. Grantee and State agree that in the event of judgment entered against the State and Grantee because of the gross negligence of the State and Grantee an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction.

CA G. Audit Requirements and Financial Records

1. OPC projects are subject to audit by the State annually and for three (3) years following the payment of Grant Funds. Grantee shall maintain satisfactory financial accounts, documents and records consistent with the policies outlined in Appendix E of the OPC Proposition 68 Grant Guidelines and to make them available to the State for auditing at reasonable times. Grantee shall also retain such financial accounts, documents and records for three (3) years after final payment and one (1) year following an audit on site. OPC shall maintain all grant records for 35 years at the State Records Center and in perpetuity if funds are granted for acquisition of real property, in accordance with all applicable protocols as updated and required by the State Treasurer's Office.
2. Grantee agrees that during regular office hours, the State and its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the Grantee pertaining to this Agreement or matters related thereto. Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement.
3. Grantee shall use applicable generally accepted accounting principles, unless otherwise agreed to by the State.
4. If Grantee stated in the Application for funding and/or Work Plan that other sources of funding will be used to complete the Project, the Grantee shall establish internal systems to track expenditures of matching or in-kind funds on a regular basis and will make the documentation available to the State upon request.

CA H. Subcontractors

1. The State's contractual relationship is with Grantee, and not any of its subcontractors. Grantee is entitled to make use of its own staff and subcontractors, as identified in Exhibit A and will comply with its own competitive bidding and sole sourcing requirements for subcontracts that arise out of or in connection with this Grant Agreement. Grantee shall manage, monitor, and accept responsibility for the performance of its own staff and subcontractors, and will conduct Project activities and services consistent with professional standards for the industry and type of work being performed under this Grant Agreement.
2. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve Grantee of its responsibilities and obligations hereunder. Grantee agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Grantee. Grantee's obligation to pay its subcontractors is an independent obligation from the OPC's obligation to make payments to Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

CA I. No Third-Party Beneficiaries

1. This Grant Agreement is not intended for the benefit of any person or entity other than the parties, and no one other than the parties themselves may enforce any of the rights or obligations created by this Grant Agreement.

CA J. Work Products

1. The Grantee agrees that all data, plans, drawings, specifications, surveys, studies, and other written or graphic work produced in the performance of this Agreement, herein referred to as "materials" are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so.
2. Grantee agrees that the Grantee shall use the materials developed with grant funds under this agreement only for the purpose for which the grant funds were requested and no other use of the materials shall be permitted except by written permission.
3. Grantee must certify the materials developed with grant funds under this agreement shall remain available for public review. This Agreement shall not prevent the transfer of the materials from the Grantee to a Public Agency, if the successor Public Agency assumes the obligations imposed by this Agreement.
4. If the use of the materials is changed to a use that is not permitted by the Agreement, or if the materials are sold or otherwise disposed of, at the State's sole discretion, an amount equal to (1) the amount of the Grant, or (2) the proceeds from the sale or other disposition, whichever is greater, may be reimbursed to the State.

CA K. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave in the use of any property or facility acquired or developed pursuant to this Agreement.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable difference in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. The completed products shall be available to members of the public generally.

CA L. OPC General Conditions and Budget Guidelines and Funding Request Incorporation

1. With the exception of adjustments as discussed above, the OPC General Conditions and Budget Guidelines for Grantees, and any subsequent changes or additions to the Work Plan approved by the State are hereby incorporated by reference in to this Agreement as though set forth in full in this Agreement.

CA M. Severability

1. If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

CA N. Waiver

1. No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party,

whether expressed or implied, will constitute consent to, waiver of or excuse of any other, different or subsequent breach by either party.

CA O. Assignment

1. Except as expressly provided otherwise, this Agreement is not assignable by the Grantee either in whole or in part.

CA P. Disputes

1. If the Grantee believes that there is a dispute or grievance between Grantee and the State arising out of or relating to this Agreement, the Grantee shall first discuss and attempt to resolve the issue informally with the Project Manager. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:
 - a. If the issue cannot be resolved informally with the Project Manager, the Grantee shall submit, in writing, a grievance report together with any evidence to the Deputy Director of the OPC. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Grantee's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Grantee, the Deputy Director shall make a determination on the issue(s) and shall respond in writing to the Grantee indicating the decision and reasons therefore. Should the Grantee disagree with the Deputy Director's decision, the Grantee may appeal to the Executive Director.
 - b. The Grantee must submit a letter of appeal to the Executive Director explaining why the Deputy Director's decision is unacceptable. The letter must include, as an attachment, copies of the Grantee's original grievance report, evidence originally submitted, and the response from the Deputy Director. The Grantee's letter of appeal must be submitted within ten (10) working days of the receipt of the Deputy Director's written decision. The Executive Director shall, within twenty (20) working days of receipt of Grantee's letter of appeal, review the issues raised and shall render a written decision to the Grantee. The decision of the Executive Director shall be final.

CA Q. Executive Director's Designee

1. The Executive Director shall designate an OPC Project Manager who shall have authority to act on behalf of the Executive Director with respect to this agreement. The Executive Director shall notify the Grantee of the designation in writing.

CA R. Insurance

1. Throughout the term of this agreement, for the life of any asset funded by the grant monies awarded pursuant to this agreement, or for any period of project implementation after the termination date of this agreement, the Grantee shall maintain insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the Grantee or its agents, representatives, employees, volunteers, or contractors associated with the project undertaken pursuant to this Agreement.
2. Grantee that is a governmental organization may provide evidence of self-insurance to satisfy this requirement.

3. If Grantee is not a governmental organization or is a governmental organization that is unable to provide evidence of self-insurance, then it shall obtain and keep in force for the term of this Agreement the following insurance policies that cover any acts or omissions of Grantee, its subcontractors, or its employees engaged in the provision of service specified in this Agreement. Grantee must maintain coverage limits no less than:
 - a. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury (Including operations, products and completed operations, as applicable) and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities under this agreement or the general aggregate limit shall be twice the required occurrence limit.
 - b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
 - c. Watercraft Liability: If the Grantee, subgrantee or contractor uses watercraft in the performance of the agreement, then:
 - \$1,000,000 combined single limit per accident (watercraft liability). Such insurance must cover liability arising out of a watercraft accident including owned hired, and non-owned watercraft.
 - Worker's compensation policy must provide coverage for all its employees for any injuries or claims under the U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act or under laws, regulations, or statutes applicable to maritime employees
4. Coverage shall be at least as broad as:
 - a. Insurance Services Office ("ISO") Commercial General Liability coverage (occurrence Form CG 0001) or ISO Comprehensive General Liability form (1973) or comparable with Broad Form Comprehensive General Liability endorsement.
 - b. Automobile Liability coverage - ISO Form Number CA 0001, Code 1 (any auto).
 - c. Workers' Compensation insurance as required by the Labor Code of the State of California.
5. Acceptability of Insurers. Insurance shall be placed with insurers admitted to transact business in the State of California and having a current Best's rating of "B+:VII" or better. If such insurer is not reasonably available, Grantee may utilize an alternative insurer only requested in advance and approved by the OPC, at its sole discretion.
6. The State of California, its officers, agents, and employees are included as additional insured, but only with respect to work performed for the State under this Grant Agreement. The additional insured endorsement must accompany the certificate of insurance.
7. Grantee shall submit proof of insurance documents referencing this Grant Agreement number to the OPC electronically within thirty (30) days of signing this Grant Agreement.
8. Grantee shall notify OPC in writing within five (5) working days of any cancellation, non-renewal, or material change that affects required insurance coverage.

OPC Grant Agreement No. C0875012

9. Grantee shall submit proof of new or updated policy based on insurance requirements within thirty (30) days of policy cancellation or substantial policy change. Failure to provide proof of insurance may result in termination of this Grant Agreement.



C0875012
Richardson's Bay Regional Authority
Richardson's Bay Eelgrass Protection & Management

State of California Natural Resources Agency Ocean Protection Council

Grantee Name: Richardson's Bay Regional Agency

Project Title: Richardson's Bay Eelgrass Protection & Management
Plan– Phase 1 Implementation

Agreement Number C0875012

Term of Agreement: Upon Approval through September 1, 2023

Project Summary: The Richardson's Bay Eelgrass Protection and Management Plan (EPMP) – Phase 1 Implementation Project will increase local resilience to the impacts of climate change by securing up to 200 acres of eelgrass from ongoing damage. Using a spatial planning approach to designate allowable use zones within the Bay, the Richardson's Bay Regional Agency (RBRA) and community partners (including conservation, science, and law enforcement groups) are resolving a decades-old resource use conflict. By protecting the second largest eelgrass bed in San Francisco Bay, this project supports sustainable commercial fisheries (Pacific herring), public access to California's natural resources, and adaptation to sea level rise. EPMP Phase 1 includes regulatory changes to codify zoning updates in the Bay, wildlife and habitat monitoring to track resulting changes, and active outreach and education to disadvantaged communities on and off the water.

Objective: Using an innovative spatial planning approach to protect and restore the second largest eelgrass bed in the San Francisco Bay Estuary, the Richardson's Bay Regional Agency aims to increase coastal resilience to climate change (OPC Strategic Plan Objective 1.1.1), improve biodiversity (OPC 3.1.4), bolster the local and regional economy through commercial fisheries support (OPC 4.1.2) and expand access to water-based recreation (OPC 2.3.1). This project will achieve up to 80 acres of on-the-ground eelgrass improvement and up to 200 acres of eelgrass habitat protection by resolving a long-standing resource use conflict, thereby advancing OPC's goal of 1,000 acres of eelgrass restoration by 2025¹.

¹ Ocean Protection Council (2020). "Strategic Plan to Protect California's Coast and Ocean 2020-2025". Available here: https://www.opc.ca.gov/webmaster/ftp/pdf/agenda_items/20200226/OPC-2020-2025-Strategic-Plan-FINAL-20200228.pdf



Project Tasks and Deliverables:

- Task 1:** Finalize EPMP
1. Coordinate with and incorporate comments from stakeholders
 2. Submit Final EPMP to RBRA Board of Directors for adoption
- Deliverables:**
1. Updated draft zone map
 2. Final EPMP

- Task 2:** Regulatory Changes
1. Update RBRA Regulations to reflect updated zoning
 2. Coordinate with United States Coast Guard on process for updating federal regulations governing Richardson's Bay to reflect updated zoning adopted in final EPMP
 3. Update US Nautical Navigation Charts 18649 and 18653 and United State Coast Pilot 7
- Deliverables:**
1. Updated RBRA Regulations
 2. Updated navigation charts and Coast Pilot

- Task 3:** Wildlife and Habitat Monitoring
1. Conduct baseline and seasonal UAV (drone) waterbird monitoring using the following methods: Once per week for a minimum of six weeks during the winter migration season, an aerial drone will be used to take photographs from five pre-determined and overlapping locations in Richardson's Bay. These photographs will then be analyzed for the presence and location of rafting waterbirds.
 2. Complete annual aerial eelgrass surveys to document changes to anchor scour using methods consistent with Kelly *et al.* 2019².
 3. Carry out one eelgrass bathymetric survey in 2022 to track eelgrass density and distribution in Richardson's Bay
- Deliverables:** Monitoring and survey reports
1. Waterbird Monitoring will include the following data: maps with the locations and relative size of waterbird rafts
 2. Eelgrass surveys will include the following data: acreage estimates for the size of the eelgrass bed being used by anchoring vessels, high and low acreage estimates for areal extent of damage from anchor scour

² Kelly, J. J., Orr, D., & Takekawa, J. Y. (2019). Quantification of damage to eelgrass (*Zostera marina*) beds and evidence-based management strategies for boats anchoring in San Francisco Bay. *Environmental management*, 64(1), 20-26.



3. Bathymetric surveys will include the following data: areal extent (in acres and mapped) of eelgrass cover in Richardson's Bay broken down by percent cover, updated frequency distribution map for areal eelgrass cover in Richardson's Bay.

Task 4: Outreach and Education

- Develop and Implement Outreach and Education Plan

Deliverable: Outreach and Education Plan
Copies of handouts, boat logs, meeting reports

Task 5: Project Management

- Conduct day-to-day project management, including contractor selection and oversight, partner relations, and submittal of reports and invoices

Deliverable: Progress reports and invoices as required

Project Timeline:

Schedule Overview	2021				2022				2023	
	March (NTP)	Apr-June	July-Sept	Oct-Dec	Jan-Mar	Apr-June	July-Sept	Oct-Dec	Jan-Mar	Apr-June
Task 1: Finalize EPMP										
Task 2: Regulatory Changes										
Task 3: Wildlife & habitat monitoring										
Task 4: Outreach and education										
Task 5: Project management										



C0875012
Richardson's Bay Regional Authority
Richardson's Bay Eelgrass Protection & Management

Budget:

	Task 1: Finalize EPMP	Task 2: Regulatory Changes	Task 3: Wildlife & habitat monitoring	Task 4: Outreach and education	Task 5: Program Management	Total
Personnel	7,475.85	7,475.85	7,475.85	35,928.16	7,475.85	65,831.57
Subcontractor(s)	35,000.00	55,000.00	86,000.00	25,000.00	14,000.00	215,000.00
Materials	0.00	0.00	0.00	1,499.73	0.00	1,499.73
Subtotal	42,475.85	62,475.85	93,475.85	62,427.89	21,475.85	282,331.30
Overhead (15%)	6,371.38	9,371.38	14,021.38	9,364.18	3,221.38	42,349.70
Task Total	48,847.23	71,847.23	107,497.23	71,792.07	24,697.23	324,681.00
					Agreement Total:	\$324,681.00

Budget Narrative: The proposed budget includes \$65,831.57 for personnel and \$215,000 in contracts (subconsultants) for legal, graphic design, waterbird and habitat monitoring, eelgrass bathymetric mapping, and project management.

Personnel Breakdown:

Title	Hourly Rate	Estimated Hours	Total
RBRA Harbormaster	\$57.14/hr FY21, \$58.57/hr FY22, \$60.33/hr FY23	416	\$24,399.00
RBRA Assistant Harbormaster	\$41.37/hr FY21, \$44.53/hr FY22, \$48.15/hr FY23	416	\$18,572.00
Fringe (direct cost)	53.2% of RBRA staff costs		\$22,860.57
Personnel Total:			\$65,831.57



C0875012
Richardson's Bay Regional Authority
Richardson's Bay Eelgrass Protection & Management

Agreement Contacts:

Grantee: Richardson's Bay Regional Agency
Contact Name: Curtis Havel
Contact Number: 415-971-3919
Contact Address: Richardson's Bay Regional Agency
c/o Marin County Community Development Agency
Planning Division
3501 Civic Center Drive, Room 308
San Rafael, CA 94903-4157
Contact Email: chavel@marincounty.org

California Natural Resources Ocean Protection Council
Contact Name: Kathryn Beheshti
Contact Number: (916) 651-0237
Contact Address: 1416 Ninth Street, Ste. 1311
Sacramento, CA 95814
Contact Email: Kathryn.Beheshti@resources.ca.gov

For the Richardson's Bay Regional Agency Board of Directors Meeting of June 10, 2021

June 4, 2021

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

Re: Response to comments on the draft Richardson's Bay Eelgrass Protection and Management Plan (EPMP) and request for direction for finalization of the EPMP

Dear RBRA Board of Directors,

A draft Eelgrass Protection and Management Plan (EPMP) was presented to your Board at its April 8, 2021 Board Meeting for public review and comment. The primary goal of the EPMP is to establish boundaries for where anchoring can or cannot occur in Richardson's Bay in order to protect eelgrass resources and prevent further damage to the bed from anchor scour.

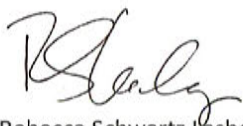
The draft EPMP considered comments received from eight focused workshop listening session, three attempts to schedule listening sessions with liveboards in the anchorage, and review of public comments collected during numerous workshops and public hearings leading to the adoption of the Richardson's Bay Regional Agency (RBRA) Transition Plan. In response to comments from the public, your Board asked that staff provide an additional 30-day comment period to the public to collect and consider any additional comments. This report presents comment letters that were received during the additional 30 day comment period, and provides a response to comments.

Below you will find:

1. Summary of major response themes and recommendations for updates to include in the final EPMP
2. Area (in acres) of anchoring zones under various scenarios and their carrying capacity (in response to request from the RBRA Board at the 4-8-21 meeting)
3. Request for direction from RBRA Board on how to update the EPMP
4. Suggested timeline for next steps

In addition to the report below, I am also providing a full list of responses from individual comments (Attachment A) and a packet of all written comments received to date (Attachment B). I look forward to speaking with you on June 10, 2021, at your upcoming board meeting.

Sincerely,



Rebecca Schwartz Lesberg
President, Coastal Policy Solutions

Response to Comments Report
Draft Richardson's Bay Eelgrass Protection and Management Plan (Dated 4-1-21)
June 3, 2021

1. *Summary of major response themes are listed alphabetically below, with proposed changes to the EPMP included in green. These changes will be made for the next draft of the EPMP unless the RBRA Board directs differently.*

- Theme 1: Anchoring
- Several commenters requested the total acreage of area available for the Anchoring Zone under various scenarios as compared to current conditions (provided below), as well as the vessel carrying capacities for those areas. There were some questions whether the Anchoring Zone was meant to accommodate visiting or liveboard vessels. Several comments were about general enforcement of existing anchoring timelines and other regulations, including comments both in favor and opposed to enforcement of those regulations.
 - **Recommendation: Include acreages and carrying capacities in the updated EPMP.**
- Theme 2: Birds and other wildlife
- At least two commenters would like to see additional wildlife indicators included in the spatial analysis for developing the proposed boundaries.
 - **Recommendation: No action. Additional data in usable format is lacking, is beyond the scope of the document, and would be unlikely to change the proposed zones.**
- Theme 3: Cost
- At least one commenter was concerned that EPMP implementation would raise costs for RBRA member agencies.
 - **Recommendation: Update the EPMP to include approximate costs of plan implementation and possible sources of funding.**
- Theme 4: Eelgrass
- Several commenters would like to see more done to actively protect eelgrass and would like the RBRA to select an Eelgrass Protection Zone that protects 100% of existing eelgrass in Richardson's Bay either through the adoption of Proposed Boundary B, or through the development of a new boundary. Alternatively, there were questions whether Richardson's Bay eelgrass was important enough to warrant additional protections.
 - **Recommendation: Provide direction to consultant regarding the Board's desired boundary for the Anchoring Zone (see item #4 below).**
- Theme 5: General
- Several comments expressed either general support for or opposition to the EPMP implementation, as well as how the plan was developed. There were a few clarifying questions, identification of errors/omissions in the report, and suggestions for how/when to implement the EPMP.
 - **Recommendation: Correct identified errors/omissions.**
- Theme 6: Mooring
- A few comments expressed support for the implementation of a mooring program in Richardson's Bay to accommodate visiting vessels, and in the case of a couple comments even to accommodate so-called "legacy" liveboards. These comments highlighted the potential benefit of a mooring program to assist with enforcement efforts to transition individuals off the water, provide protection of natural resources increase the vessel carrying capacity in a limited area, and support a more effective long-term strategy for managing vessels temporarily using Richardson's Bay. Others expressed concern over the implementation of a mooring program and potential negative impacts it may have on the enforcement of vessel time limits and the bay's natural resources.

- Recommendation: No action. The EPMP is not a proposal for a mooring program. However, if your Board wishes to consider a mooring program, staff recommends that a separate initiative be created to budget additional time and funding associated with the creation of a mooring program.

Theme 7: Restoration

- Several commenters would like to see the RBRA commit to active restoration of eelgrass in Richardson’s Bay to repair the damage caused by anchor scour.
- Recommendation: No change to the EPMP, but RBRA should consider moving forward with a Restoration Plan for the bay consistent with best available science to implement in addition to the EPMP’s proposed zoning changes.

Theme 8: Science

- A few commenters had suggestions for improved/expanded data analysis.
- Recommendation: No action, but staff appreciates the suggestions and will incorporate additional data where time and budget allow.

Theme 9: Social

- Several commenters expressed concerns about the social impacts of the RBRA’s Transition Plan, vessel enforcement actions, and implementation of the EPMP. These comments highlighted the vulnerability of people living on the water in Richardson’s Bay.
- Recommendation: Include language in the EPMP emphasizing the importance of connecting people impacted by the RBRA’s to social services.

Theme 10: Water quality

- Several commenters expressed a desire for the EPMP to include expanded water quality monitoring to assess impacts to eelgrass from sources beyond anchor scour, as well as expanded engagement with land uses surrounding Richardson’s Bay to reduce runoff and other sources of pollutions.
- Recommendation: Include expanded water quality monitoring in the updated EPMP.

2. Area of anchoring zones under various scenarios and their carrying capacity

- Acreages available for anchoring:

Existing area for anchoring (acres)			Proposed Boundary A (acres)			Proposed Boundary B (acres)		
RBRA Anchoring Area	Belvedere Water	Total	RBRA Anchoring Area	Belvedere Water	Total	RBRA Anchoring Area	Belvedere Water	Total
262.7	464.6	727.2	89.5	316.0	405.5	66.0	171.5	237.5

Percent of existing anchorage:

56%

33%

- Carrying capacity:
 - The functional carrying capacity of a particular anchorage is difficult to estimate because there are many variables to consider, such as boater preference, distance to shore access, water depth, availability of pump-out services, varying wind and current conditions, etc.
 - However, a rough estimate of carrying capacity of the Richardson’s Bay anchorage under various scenarios was calculated as follows: The maximum number of vessels anchored in Richardson’s Bay was documented at approximately 250 boats in 2016. Assuming that figure approximates the maximum functional carrying capacity of the existing anchorage, then the carrying capacities of the reduced-size anchorages can be approximated based on the percent reduction in space available for anchoring.

- Therefore, a very rough approximation of the anchorage’s carrying capacity is:
 - Existing anchorage: 240 boats
 - Proposed Boundary A: 56% of 240 = 134 boats
 - Proposed Boundary B: 33% of 240 = 79 boats
- Given that approximately 20 vessels have enrolled in the RBRA’s Safe and Seaworthy Program, either proposed scenario would be able to accommodate so-called “legacy” liveboard vessels as well as many visiting cruisers.

3. *Request for direction from RBRA Board on how to update the EPMP:*

In order to create an updated EPMP for the RBRA Board of Directors to approve for implementation, direction is needed in response to the following questions:

1. Based on feedback received to date, what boundary would you like to move forward with for inclusion in the final EPMP?
 - a. Proposed Boundary A
 - b. Proposed Boundary B
 - c. A new boundary that meets certain parameters (if so, what are those parameters?)
2. Is there any additional analysis you would like to have included in the final EPMP?
3. Are there any recommendations listed in green under Section One above that you would like to see handled differently?
4. Any other direction for updating the EPMP?

4. *Suggested timeline for next steps:*

- June 2021 RBRA Board Meeting – provide direction regarding questions 1-4 above.
- July 2021 RBRA Board Meeting – Receive and approve final EPMP.
- August 2021 – December 2023: RBRA Staff and Consultants to work with relevant decision makers and stakeholders to implement the EPMP and its associated outreach, education, wildlife monitoring, and updates to regulations.

Draft Richardson's Bay Eelgrass Protection and Management Plan
Response to Comments Report

Attachment B: Original written public comments

Dear RBRA,

I fully support the "Proposed Boundary A" for the Eelgrass Protection Zone/No Anchoring Area in Richardson's Bay.

Reasons for Support:

- 1) The straight dividing line from Marker 4 to the southern tip of the Audubon Sanctuary is easy to understand.
- 2) The proposal covers the vast majority of the current eelgrass area.
- 3) The proposed deep-water anchorage is still close to the southern Sausalito shoreline, allowing for shore access.
- 4) The proposed deep-water anchorage is still accessible to the Belvedere yacht harbors, though farther away than Sausalito.
- 5) Removing anchored vessels will open up the entire Eelgrass area to more recreational use. (Currently scullers, paddle-boarders and kayakers are trapped in the Sausalito Channel, constantly in the path of larger boats.)

Recommendations:

- 1) Adopt the No Anchor Zone immediately.
- 2) As soon as possible after adopting the No Anchor Zone -- Move the existing "legacy" anchored boats to the delineated Anchor Zone. They will still have "a home" until their complete removal in Fall 2024.
- 3) Place a hard piling or marker at the Southern tip of the Audubon area, and mark it appropriately for visibility from Day Marker Four. The current tiny buoy is too small to see.
- 4) Review the No-Anchorage Zone's boundaries every 5 years to adjust the area's boundaries larger or smaller if conditions change.
- 5) Enforce the 72-hour time limit in the anchored area, except for legacy boats until Fall 2024.
- 6) Add a mooring field in the Anchor Zone. This will stabilize positioning of all anchored boats according to size, and keep boats from drifting away during storms. Also it will improve monitoring and enforcement. And it will generate income for RBRA, Sausalito businesses and Tiburon businesses. Small to mid-size ocean-cruising yachts will finally have short-term tie-ups available.
- 7) After "legacy" anchored boats are removed in 2024, work with marina operators in Sausalito and Tiburon to allow guest-dock dinghy access for short-term cruisers, subject to marina rules of course.

Thank you for your consideration,....Court Mast

Capt. Court Mast
Charter boat captain
Recreational bay/ocean fisherman
Resident of Sausalito

Hi Rebecca,

Having reviewed the report, my only concern is that the draft plan places mechanical disturbance from illegal moorings as the central threat facing eelgrass in Richardson Bay, and in terms of proposed action items to address threats to eelgrass, the focus is very much establishing a no-anchor zone.

I think the rationale for the location of the no-anchor zone is solid, I like the simplicity of two zones, and I'm glad to see the herring data can help support this (also, it was nice to see an alternative presented). The adaptive management and monitoring measures are also good. As I mentioned though, I do think more attention could be paid to water quality issues associated w/ storm runoff and sewage outflow associated w/ storm events in the winter when herring are spawning.

Having conducted dives to assess the Richardson Bay eelgrass beds every winter from 2009-2020, I'm familiar with the fact that sewage outflow from the Mill Valley Sewage Treatment Plant occurs every year with storm events of even moderate size. In addition to reducing water quality by increasing turbidity (which is bad for photosynthetic plants living on the water bottom), this 'stuff' is also essentially fertilizer, and can fuel blooms of algae that can further smother eelgrass and the benthic community. Runoff also of course includes all kinds of chemicals, from motor oil and gasoline, to antioxidants used in tire manufacture, to pesticides, fertilizers, and other chemicals.

Perhaps the plan could call for an increase in water quality testing beyond the 2x/year indicated in the draft report, with some focus on evaluating WQ impacts from storm runoff and sewage outflow events specifically. I'm not sure if this is something that could be accomplished w/ current budget and ops associated w/ enforcement of a no-anchor zone and debris cleanup, or whether it would need to be included in future grant requests, but either way, given the importance of clean water to eelgrass, I think it would be good to include a bit more in this direction. In the long run, it would be great to see Marin County do more to address the municipal water issues that are likely causing unassessed impacts in Richardson Bay, but I'm sure this is beyond the scope of this plan.

Thank you for the opportunity to review, and for a clear and easy-to-read report (and a great presentation last night!). Please let me know if you would like to discuss or have any questions.

cheers,

Andrew Wertz
Nearshore and Bay Management Project
California Dept. Fish and Wildlife | Marine Region

Thank you for providing an opportunity for comment on the draft Eelgrass Protection and Management Plan for Richardson's Bay.

The City supports the RBRA's efforts to improve eelgrass habitat in the context of numerous challenges inherent in managing Richardson's Bay's complex human and natural ecosystems.

Given the fiscal challenges that all jurisdictions are facing, exacerbated by the COVID-19 pandemic, the City is concerned about budgetary impacts on the RBRA and its members that could result from adoption of the proposed Plan. Accordingly, we would encourage the RBRA to develop multi-year cost estimates for actions proposed in the Plan and to discuss anticipated impacts on member contributions as part of its process of evaluating the proposal.

Again, the City of Belvedere appreciates the opportunity to comment on this Plan and looks forward to continuing our work with our RBRA partners in managing Richardson's Bay.

Sincerely,

Craig Middleton

City Manager

This RBRA plan is justified on the potential reclamation of eelgrass beds based on CEMP recommendations. The plan's primary focus is the elimination of anchoring within Richardson Bay. The plan does not address the previous and continuing damage from many existing (non-anchoring) causes such as nutrient pollution, dredging, overwater construction, spilled oil and herbicides. Offending operations include the Commodore Seaplane tour operations, with 20 acres of damage visible at daily low tides, the 137 acres of Sausalito marinas, 13 acres of Strawberry Lagoon & Cove channels and the 10 acres of the Belvedere Cove marina. While seagrass restoration is an international effort, the local, national and world impact of Richardson Bay eelgrass restoration has potential for only minor impact on commerce, recreation and area ecology. This issue is similar to the impact of regulating the use of plastic bags in retail sales, it is a laudable goal but one that's generally overruled by public convenience.

The entire plan provides a relatively small increase in eelgrass by focusing exclusively on the impact of a small number of anchored vessels. As is the case in most enforcement operations, the most vulnerable and most vilified residents are the key target. RBRA's aggressive enforcement

actions have demonstrated a ruthless disregard for personal property and basic human rights. It is no surprise that personal and commercial parties economically capable of defending their property are not included in the plan. A rich history of slum clearance and minority exclusion is again being enacted, furthering the infamous segregation and lack of disparity of Marin County.

This is plainly an Anchor-Out Eradication plan masquerading as environmental restoration.

Best Regards,

Frank Shinneman
Mill Valley

I think this looks very good.

Two questions:

1. Should there be some reference to the established navigation channel, and some note that recreational motoring and sailing in the protected area should be in the channel, except for very shallow draft vessels? I am concerned that motoring through the protected area could result in direct tearing of eelgrass, and stirring up sediment.
2. Is there any plan for restoration of damaged areas within the protected area?

Thanks
Anne

One other question, somewhat related to question #1: could eelgrass grow at a greater depth in Richardson Bay if there were better water clarity (for example, with less disturbance of sediment from anchors, chains, boats sitting on the bottom at low tide, and from motoring over shallow areas? Also better management of dredging and of storm runoff from adjacent lands.

Thanks
Anne

I would like this article on recent research on the importance of seagrass, and seagrass restoration, in mitigating ocean acidification and in aiding carbon sequestration.

The current proposed plan for avoiding further anchor damage to seagrass that is before the RBRA Board needs to add provisions and funding for restoration in the damaged areas. The local government agencies which make up the RBRA have issued climate emergency declarations, and committed their officials to take actions to reduce atmospheric carbon. The restoration of Richardson Bay eelgrass beds is a concrete action which these agencies can take to work towards their declared goals.

<https://www.sfchronicle.com/local/environment/article/Underwater-meadows-of-California-seagrass-found-16065560.php>

Thanks

Anne Libbin

Dear Richardson's Bay Regional Authority Board of Directors,

My wife, Christy, and I strongly support the RBRA's Draft Eelgrass Protection and Management Plan.

We feel that that the time has come to clean up the Richardson's Bay environment and to preserve it for future generations.

We also strongly support the actions of Harbormaster Curtis Havel in upholding the law and urge you to take all possible actions in protecting his safety in doing so.

Sincerely,

Bob

Robert R. Tillman

Mr Havel,

I will begin by saying you are a breath of fresh air for RBRA.

However, here's the thing. You and RBRA have had all the tools you need to "protect" eel grass and zero new regs needed. From as early as the second iteration of the regs it has PROHIBITED anchored vessels (in excess of 72 hours). I'm delighted if that utterly inept agency wants to rewrite the rules, but as yet, given that you have FAILED miserably to enforce the existing regulations, why should I even bother to READ the "new" proposed regs??

Remove all vessels in Richardson Bay NOW! Maybe then there can be discussion about what changes should be permitted.

Capt. Dane Faber, J.D.

I think this is a vivid example of overreach and misplaced priorities reducing people's habitats to a lower priority than herring and crabs. Anchor outs have been part of the historical charm and character of Sausalito for over half a century. The Bay and tributaries are a huge area. Concentrating on a mere 80 acres of it for unmeasurable purposes is trivial and stupid in my opinion. The lives of people should be respected.

Phillip A. Lamoreaux

Hello,

Thank you for the opportunity to comment on the eelgrass protection proposal.

I am a Sausalito homeowner and fully support this proposal and all proposals that will protect the ecosystem. I am very disappointed and upset with the town and state for allowing this floating homeless encampment to grow for decades. This sad situation has harmed the environment and the quality of life for residents.

Regards,
Amy Egner



220 Montgomery Street
Suite 1000
San Francisco, CA 94104

415.644.4600
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May 3, 2021

Jim Wickham, Chair
Richardson's Bay Regional Agency
480 Gate 5 Road, Suite 300
Sausalito, CA 94965

Attention: Richardson's Bay Regional Agency Board of Directors

Re: Draft Eelgrass Protection and Management Plan

Dear Chair Wickham and Board Members,

Audubon California is thankful for the opportunity to offer our conservation expertise on Richardson's Bay Regional Agency's (RBRA) Eelgrass Protection and Management Plan (EPMP). Formed in 1997 as a field program of the National Audubon Society – one of the oldest and largest conservation organizations in the county – our work is deeply rooted in protecting birds and other wildlife through habitat restoration, promoting sensible land-use strategies, and engaging traditional, new and nontraditional audiences in conservation. As the author organization of *Eelgrass, Herring and Waterbirds in San Francisco Bay: A Threats and Opportunities Assessment*, we consider ourselves a fundamental and integral piece of eelgrass conservation and protection in San Francisco Bay.

Audubon California appreciated the opportunity to participate in one of the stakeholder listening sessions held and facilitated by Coastal Policy Solutions. Particular points from this session that are relevant and bare repeating are 1) collaborative and diverse partnerships will be key to the success of the EPMP; 2) eelgrass protection zones should be defined as simply as possible; and 3) there will be need for repeated and detailed eelgrass spatial analysis throughout the plan's implementation. We are happy to see multiple stakeholders informed the plan and that it includes a diverse spectrum of voices. Audubon California appreciates the attempts at including the anchorout community and hopes this outreach will continue through the finalization of the plan.

We also immensely appreciate the EPMPs focus on monitoring and adaptive management for eelgrass in Richardson Bay. Annual Geographic Information System (GIS) analysis and bathymetric mapping of the eelgrass beds as well as water quality monitoring are imperative to the plan's success. Audubon California will continue to offer support and expertise in these areas as needed. Furthermore, we wholly support a five-year adaptive management review of eelgrass bed boundaries to ensure that migrating and shifting populations are property protected. We expect this management review to include any necessary Protection Zone boundary updates, which may include expanding or shrinking the zone.

Despite our support of most of the draft Eelgrass Protection and Management Plan, we would like more details on a few key points. Specifically, Audubon California would like the report to quantify the size of the Eelgrass Protection Zone/No Anchoring Area as well as the remaining section for the proposed anchoring area. Although we applaud the fact the plan's boundary protects more than 90% of Richardson Bay's eelgrass, we have concerns that the allocated anchoring area will be insufficient in size for anchorouts still transitioning to a life off the water. A more detailed description of boundary sizes and acreage may dispel our concerns and we hope to see this included in the

final version. Furthermore, the plan fails to state how many boats the proposed anchor area could support/would support at any one time. Audubon California would like the EPMP to clearly identify the vessel capacity within the proposed anchoring zone.

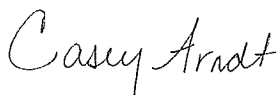
As it relates to the spatial analysis and maps within the draft Eelgrass Protection and Management Plan, our detailed questions and comments are as follows:

- Eelgrass distribution figure (Figure 6, page 11) appears to represent the frequency of occurrence (how often eelgrass was found in a given location over those survey periods) and not average extent of eelgrass over the survey years. These are two different concepts and the EPMP should be clear which it is describing.
- On page 12, Figure 7 and 8 appear to be labeled incorrectly.
- Herring spawning events (Figure 8) provides a qualitative view of herring spawn. A quantitative approach may be more useful. This will show and assess a value for how many times an area has spawning versus more/less spawning activity. A frequency of spawning similar to the eelgrass figure may be better.
- Combined eelgrass frequency distribution and herring spawning frequency figure (Figure 8) do not adequately visually represent a simultaneous view of both variables. Each layer masks the other and prevents a full view of overlap. Audubon California recommends using different symbology to more accurately represent the variables and their overlap.
- All map legends need to show Audubon sanctuary boundary.
- Proposed boundary described under Plan Elements, Section 1 states that the boundary "would protect >90% of the Richardson's Bay eelgrass bed from damage occurring..." Does this refer to >90% of the eelgrass or the area within the bay that has an eelgrass frequency of occurrence of >90%? Please clarify this for the final EPMP.
- Plan fails to state how climate change may impact existing eelgrass beds and how changing conditions may inform adaptive management strategies,
- Plan fails to state how or where eelgrass restoration would occur within the no anchoring zone, or list other conditions that contribute to eelgrass growth. Audubon California would like to see these added to EPMP.
- EPMP does not include any data showing bird distribution and Audubon California feels this is an imperative piece of the Plan.

Audubon California would also like to see the Eelgrass Protection and Management Plan provide a more concrete plan for using ecologically friendly conservation moorings in the approved anchoring zone. This will require close coordination and regulatory approval from Bay Conservation and Development Commission, which Audubon commits to assisting with. We would also like to see additional language within the EPMP that details a mooring installation plan as well as maintenance and monitoring standards. We also feel the EPMP is lacking clearly that defined steps the Richardson's Bay Regional Agency can undertake to restore damaged eelgrass. Audubon California would like to see the Plan commit to passive means of restoration monitoring damaged acreage as well as invest in active eelgrass planting within the bed and anchor scoured areas.

As always, Audubon California appreciates the opportunity to provide comments and we look forward to the Eelgrass Protection and Management Plan's finalization. We also look forward to deepening our partnership and collaboration with staff from Richardson's Bay Regional Agency and Coastal Policy Solutions.

Sincerely,



Casey Arndt
Center Director, Richardson Bay Audubon Center & Sanctuary

CC: Curtis Havel, Harbormaster – Richardson's Bay Regional Agency
Rebecca Schwartz Lesberg – Coastal Policy Solutions

San Francisco Bay Conservation and Development Commission

375 Beale Street, Suite 510, San Francisco, California 94105 tel 415 352 3600 fax 888 348 5190

State of California | Gavin Newsom – Governor | info@bcdc.ca.gov | www.bcdc.ca.gov

Via Electronic Mail Only

April 30, 2021

Richardson Bay Regional Agency
Jim Wickham, RBRA Chair
Email: jwickham@cityofmillvalley.org
Stephanie Moulton-Peters, RBRA Vice-Chair
Email: mparton@marincounty.org
Alice Fredericks, Board Member
Email: afredericks@townoftiburon.org
Steve Block, Board Member
Email: sblock@cityofbelvedere.org

**SUBJECT: Public Comments on Draft Eelgrass Protection and Management Plan
BCDC Enforcement Case No. ER2010.038**

Dear Board of Directors:

Thank you for the opportunity to comment of the draft Eelgrass Protection and Management Plan (EPMP) prepared by Coastal Policy Solutions and presented to you at your meeting of April 8, 2021 and to be further considered at your meeting on May 13, 2021. We commend the development of the draft EPMP and provide the following context and comments to ensure that Richardson Bay is managed in a McAteer-Petris Act, San Francisco Bay Plan and Richardson Bay Special Area Plan compliant manner.

The San Francisco Bay Plan contains a number of policies relevant to Richardson Bay including those pertaining to: Subtidal Areas; Fish, Other Aquatic Organisms and Wildlife; Water Quality; Climate Change, Recreation; Mitigation; and Policies Concerning Filling for Public Trust Uses on Publicly-Owned Property Granted in Trust to a Public Agency by the Legislature. The relevant policies are included below as Attachment A.

The Richardson Bay Special Area Plan (RB SAP) contains further relevant policies including those pertaining to: Aquatic and Wildlife Resources; Water Quality; Navigation Channels, Anchorages and Moorages; Residential Vessels and Floating Structures; Formation of a Cooperative Agreements. The relevant policies are included below as Attachment B with two included here. Aquatic and Wildlife Resources Policy 1 states, *“The open water, marshes, and mud flats of Richardson Bay are particularly valuable wildlife habitat and should be afforded maximum protection. Eelgrass beds, important to herring spawning and for production of detritus, should also receive maximum protection.”* Aquatic and Wildlife Resources Policy 5 states, *“Any development within Richardson Bay should avoid destruction of marshes, mud flats, shellfish*



beds, and eelgrass beds. If such losses are unavoidable, the project should be authorized only if the minimum amount of habitat disturbance necessary to accomplish the purpose of the project occurs and the habitat loss is mitigated to the fullest extent. Mitigation should be within Richardson Bay, preferably at the development site, or if that is not feasible, at a site identified in the Tidal Restoration and Marsh Enhancement section of the Special Area Plan."

The RBRA Transition Plan, adopted on June 11, 2020, includes five policy principles. Policy 5 states "Working with agencies, organizations, and other stakeholders, develop eelgrass protection measures and consider specific eelgrass restoration funding and projects." The full text of Policy 5 is included as Attachment C to this letter. Therein, it sets forth a commitment to:

1. Establish an anchoring/mooring zone and a no anchoring/mooring zone;
2. Explore mooring techniques to avoid and minimize subtidal habitat damage from vessels; and
3. Undertake restoration in recognition of adverse impacts to subtidal habitat.

This letter addresses all three elements of Policy 5.

1. Establish an anchoring/mooring zone and a no anchoring/mooring zone.

The draft EPMP was developed to implement Policy 5 of the RBRA's Transition Plan and appears to focus on the establishment of anchoring and no anchoring zones.

The draft EPMP proposes two potential boundaries. Proposed Boundary 1 shown in EPMP Figure 9 would protect 90% of current eelgrass habitat and proposed Boundary 2 shown in EPMP Figure 10 would protect 100% of current eelgrass habitat. Both the SF Bay Plan and RB SAP support maximum protection of eelgrass beds. As such, BCDC staff supports adoption of the more restrictive of the two proposed boundaries.

The draft EPMP recommends adoption of a Figure 9 boundary stating that it would be easier to identify and manage than a Figure 10 boundary. To address these concerns, BCDC suggests an implementation approach as follows: A. Adopt the Figure 10 boundary on Navigation Chart #18649; B. Install buoys posted with signs along a modified Figure 10 boundary that disallow anchoring within a certain distance south of any buoy, assuming they are located north of the Figure 10 boundary; and C. As further discussed below, implement the use of moorings in the adopted Anchoring Zone, which would allow a greater density of vessels in any area and provide the RBRA with 100% control of where vessels are located, as stated in Merkel and Associates Ecologically-based Mooring Feasibility Study, published on November 11, 2019.

The draft EPMP does not identify the capacity of either proposed Anchoring Zone. Please address the Figure 10 boundary Anchoring Zone capacities for anchored vessels and for moored vessels. Colloquially, the RBRA staff has informed the Board (and possibly also the Enforcement Committee) that RB receives about 15 to 20 travelling mariners per year.

Finally, with the potential for Sea Level Rise to reduce suitable eelgrass habitat in RB, maximum protection of existing subtidal habitat is imperative.

BCDC staff recommends that: 1. Within three months of the date of this letter, the RBRA adopt a modified EPMP and commit to its full implementation; 2. Within three months of adoption of a modified EPMP, remove all anchor outs and their ground tackle and other marine debris from the No Anchoring Zone to locate all anchor outs in the Anchoring Zone with secure ground tackle; and 3. Expend a portion of the \$324,681.31 grant funds from the Ocean Protection Council's Coastal Resilience Grant Program, or other funds, to remove all marine debris including abandoned ground tackle from the Bay bottom within both the No Anchoring Zone and the Anchoring Zone.

2. Explore mooring techniques to avoid and minimize subtidal habitat damage from vessels

The draft EPMP mentions moorings and states near its conclusion that it may consider a possible future mooring program. Due to the many benefits of "ecologically-friendly conservation moorings" or "eco-moorings" outlined in the Merkel and Associates Ecologically-based Mooring Feasibility Study, published on November 11, 2019, the BCDC staff suggests the RBRA pursue the following actions:

- By mid-2022, pursue the necessary regulatory approvals from BCDC and other agencies to install eco-moorings¹ for all vessels² in the anchoring zone.
- Pending obtention of the necessary regulatory approvals and funding to purchase eco-moorings, install, use, maintain, and monitor eco-moorings for all vessels.
- Expend a portion of the \$324,681.31 grant funds from the Ocean Protection Council's Coastal Resilience Grant Program, or other funds, to purchase, install, use, maintain, and monitor eco-moorings for use by all vessels.

3. Undertake restoration in recognition of adverse impacts to subtidal habitat

The draft EPMP does not propose to conduct any restoration of damaged subtidal habitat. Rather, it proposes to: 1. To annually monitor the anchorage area with aerial photography and quantify anchor scour damage and/or eelgrass recovery using GIS analysis for 10 years or until at least 80% of the damage has been recovered, whichever occurs later and to discontinue surveying thereafter; 2. To conduct side scan sonar surveys of the Bay bottom every three years until at least 80% of the damage has been recovered and less frequently thereafter; and 3.

¹ The BCDC regulatory mechanisms for allowing installation of eco-moorings would likely differ depending on whether the moorings would be used by vessels to be transitioned off the anchorage within five years versus for transitory vessels staying in RB for 72 hours.

² "All vessels" refers to the group of existing vessels that must transition off the anchorage and newly arriving vessels that will be permitted to stay for 72 hours or less pending the lifting of the COVID-19 pandemic restrictions.

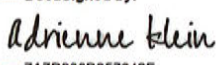
Conduct five year adaptive management review potentially resulting in changes to the no anchoring zone boundaries.

The area covered by the proposed aerial photography and side scan sonar surveys should include the No Anchoring Zone and Anchoring Zone. BCDC staff does not believe that these monitoring activities meet the RBRA's Transition Plan commitment to undertake restoration in recognition of adverse impacts to subtidal habitat. Based on the direction provided by the BCDC Enforcement Committee, BCDC staff believes that the RBRA must, with input from Marin Audubon, California Audubon, CDFW, BCDC, Coastal Conservancy, SF State University's Estuary and Ocean Science Center, NOAA Fisheries, Ocean Protection Council, and others, and using best available science and most current policy regarding subtidal habitat restoration, develop a draft Eelgrass Restoration and Adaptive Management Plan for public comment, adoption and implementation within one to two years. A draft Eelgrass Restoration and Adaptive Management Plan should include implementation of both passive and active restoration techniques that are monitored and evaluated so that the most effective techniques can be identified. Restoration scenarios may include eelgrass plantings, sediment augmentation within anchor scour areas, and monitoring of passive eelgrass recovery into damaged areas as suggested in the EPMP, among others.

Conclusion

Thank you for the opportunity to comment on Transition Plan Policy 5 and the draft EPMP. BCDC looks forward the full implementation of the Transition Plan.

Sincerely,

DocuSigned by:

7A7D306B857043F...

ADRIENNE KLEIN

Principal Enforcement Analyst

San Francisco Bay Conservation and Development Commission

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cc: Priscilla Njuguna, Enforcement Policy Manager, BCDC <priscilla.njuguna@bcdc.ca.gov>
Rebecca Schwarz-Lesberg, Coastal Policy Solutions <eelgrass@coastalpolicysolutions.com>
Curtis Havel, Harbor Administrator, RBRA <CHavel@marincounty.org>



RBRA Board of Directors
Enforcement Case No. ER2010.038.00

Page 5
April 30, 2020

Enclosures: Attachment A, San Francisco Bay Plan Policies; Attachment B; Richardson Bay
Special Area Plan Policies; Attachment C, RBRA Transition Plan Policy 5

AK/mm



Attachment A San Francisco Bay Plan

San Francisco Bay Plan, Subtidal Habitat Policies

1. Any proposed filling or dredging project in a subtidal area should be thoroughly evaluated to determine the local and Bay-wide effects of the project on: (a) the possible introduction or spread of invasive species; (b) tidal hydrology and sediment movement; (c) fish, other aquatic organisms and wildlife; (d) aquatic plants; and (e) the Bay's bathymetry. Projects in subtidal areas should be designed to minimize and, if feasible, avoid any harmful effects.
2. Subtidal areas that are scarce in the Bay or have an abundance and diversity of fish, other aquatic organisms and wildlife (e.g., eelgrass beds, sandy deep water or underwater pinnacles) should be conserved. Filling, changes in use; and dredging projects in these areas should therefore be allowed only if: (a) there is no feasible alternative; and (b) the project provides substantial public benefits.
3. Any subtidal habitat project should include clear and specific long-term and short-term biological and physical goals, success criteria, a monitoring program, and as appropriate, an adaptive management plan. Design and evaluation of the project should include an analysis of: (a) the ecological need for the project; (b) the effects of relative sea level rise; (c) the impact of the project on regional and local sediment budget and transport; (d) localized sediment erosion and accretion; (e) the role of tidal flows; (f) potential invasive species introduction, spread, and control; (g) rates of colonization by vegetation, where applicable; (h) the expected use of the site by fish, other aquatic organisms and wildlife; (i) characterization of and changes to local bathymetric features; (j) how the project will adhere to the best available and regionally appropriate science on subtidal restoration and conservation goals; and (k) whether the project would be sustained by natural processes.
4. If a habitat project's success criteria have not been met, benefits and impacts should be analyzed to determine whether appropriate adaptive measures should be implemented. If substantial adverse impacts to the Bay or native or commercially important species have occurred, the project should be further modified to reduce its impacts.
5. The level of design; amount, duration, and extent of monitoring; and complexity of the adaptive management plan required for a habitat project should be consistent with the purpose, size, impact, level of uncertainty, and/or expected lifespan of the project. Habitat projects should have a funding strategy for monitoring and adaptive management of the project, commensurate with the level of monitoring and adaptive management that is required for the project., to demonstrate that the applicant has considered costs and identified potential funding sources for any necessary monitoring and management.
6. The Commission should encourage and support regional efforts to collect, analyze, share, and learn from habitat monitoring data. Where feasible and appropriate, the

- Commission should encourage monitoring for habitat restoration projects that coordinates with regional efforts and improves the value and usefulness of data.
7. Subtidal restoration projects should be designed to: (a) promote an abundance and diversity of fish, other aquatic organisms and wildlife; (b) restore rare subtidal areas; (c) establish linkages between deep and shallow water and tidal and subtidal habitat in an effort to maximize habitat values for fish, other aquatic organisms and wildlife; or (d) expand open water areas in an effort to make the Bay larger
 8. Based on scientific ecological analysis and consultation with the relevant federal and state resource agencies, fill may be authorized for habitat enhancement, restoration, or sea level rise adaptation of habitat if the Commission finds that no other method of enhancement or restoration except filling is feasible.
 9. The Commission should encourage and authorize pilot and demonstration projects that address sea level rise adaptation of Bay habitats. These projects should include appropriately detailed experimental design and monitoring to inform initial and future work. Project progress and outcomes should be analyzed and reported expeditiously. The size, design, and management of pilot and demonstration projects should be such that it will minimize the project's potential to negatively impact Bay habitats and species.
 10. The Commission should continue to support and encourage expansion of scientific information on the Bay's subtidal areas, including: (a) inventory and description of the Bay's subtidal areas; (b) the relationship between the Bay's physical regime and biological populations; (c) sediment dynamics, including sand transport, and wind and wave effects on sediment movement; (d) oyster shell transport; (e) areas of the Bay used for spawning, birthing, nesting, resting, feeding, migration, among others, by fish, other aquatic organisms and wildlife; (f) where and how habitat restoration, enhancement, and creation should occur considering species/habitat needs and suitable project sites; and (g) if, where, and what type of habitat type conversion may be acceptable.

Adopted October 2019

San Francisco Bay Plan - Fish Other Aquatic Organisms and Wildlife Policies

1. To assure the benefits of fish, other aquatic organisms and wildlife for future generations, to the greatest extent feasible, the Bay's tidal marshes, tidal flats, and subtidal habitat should be conserved, restored and increased.
2. Native species, including candidate, threatened, and endangered species; species that the California Department of Fish and Wildlife, the National Marine Fisheries Service, and/or the U.S. Fish and Wildlife Service have listed under the California or Federal Endangered Species Act; and any species that provides substantial public benefits, as well as specific habitats that are needed to conserve, increase, or prevent the extinction of these species, should be protected, whether in the Bay or behind dikes. Protection of fish, other aquatic organisms, and wildlife and their habitats may entail placement of fill



- to enhance the Bay's ecological function in the near-term and to ensure that they persist into the future with sea level rise.
3. In reviewing or approving habitat restoration projects or programs the Commission should be guided by the best available science, including regional goals, and should, where appropriate, provide for a diversity of habitats for associated native aquatic and terrestrial plant and animal species.
 4. The Commission should:
 - a. Consult with the California Department of Fish and Wildlife, and the U.S. Fish and Wildlife Service or the National Marine Fisheries Service, whenever a proposed project may adversely affect an endangered or threatened plant, fish, other aquatic organism or wildlife species;
 - b. Not authorize projects that would result in the "taking" of any plant, fish, other aquatic organism or wildlife species listed as endangered or threatened pursuant to the state or federal Endangered Species Acts, or the federal Marine Mammal Protection Act, or species that are candidates for listing under these acts, unless the project applicant has obtained the appropriate "take" authorization from the U.S. Fish and Wildlife Service, National Marine Fisheries Service or the California Department of Fish and Wildlife; and
 - c. Give appropriate consideration to the recommendations of the California Department of Fish and Wildlife, the National Marine Fisheries Service or the U.S. Fish and Wildlife Service in order to avoid possible adverse effects of a proposed project on fish, other aquatic organisms and wildlife habitat.
 5. The Commission may permit fill or a minimum amount of dredging in wildlife refuges necessary to enhance or restore fish, other aquatic organisms and wildlife habitat, or to provide appropriately located public facilities for wildlife observation, interpretation and education
 6. Allowable fill for habitat projects in the Bay should (a) minimize near term adverse impacts to and loss of existing Bay habitat and native species; (b) provide substantial net benefits for Bay habitats and native species; and (c) be scaled appropriately for the project and necessary sea level rise adaptation measures in accordance with the best available science. The timing, frequency, and volume of fill should be determined in accordance with these criteria.
 7. Sediment placement for habitat adaptation should be prioritized in (1) subsided diked baylands, tidal marshes, and tidal flats, as these areas are particularly vulnerable to loss and degradation due to sea level rise and lack of necessary sediment supply, and/or in (2) intertidal and shallow subtidal areas to support tidal marsh, tidal flat, and eelgrass bed adaptation. In some cases, sediment placement for a habitat project in deep subtidal areas may be authorized if substantial ecological benefits will be provided and the project aligns with current regional sediment availability and needs.

Amended October 2019



San Francisco Bay Plan, Water Quality Policies (*First three of seven total policies reprinted here*)

1. Bay water pollution should be prevented to the greatest extent feasible. The Bay's tidal marshes, tidal flats, and water surface area and volume should be conserved and, whenever possible, restored and increased to protect and improve water quality. Fresh water inflow into the Bay should be maintained at a level adequate to protect Bay resources and beneficial uses.
2. Water quality in all parts of the Bay should be maintained at a level that will support and promote the beneficial uses of the Bay as identified in the San Francisco Bay Regional Water Quality Control Board's Water Quality Control Plan, San Francisco Bay Basin and should be protected from all harmful or potentially harmful pollutants. The policies, recommendations, decisions, advice and authority of the State Water Resources Control Board and the Regional Board, should be the basis for carrying out the Commission's water quality responsibilities.
3. New projects should be sited, designed, constructed and maintained to prevent or, if prevention is infeasible, to minimize the discharge of pollutants into the Bay by: (a) controlling pollutant sources at the project site; (b) using construction materials that contain nonpolluting materials; and (c) applying appropriate, accepted and effective best management practices, especially where water dispersion is poor and near shellfish beds and other significant biotic resources.

Amended June 2003

San Francisco Bay Plan, Climate Change Policy

1. To address the regional adverse impacts of climate change, undeveloped areas that are both vulnerable to future flooding and currently sustain significant habitats or species, or possess conditions that make the areas especially suitable for ecosystem enhancement, should be given special consideration for preservation and habitat enhancement and should be encouraged to be used for those purposes.

San Francisco Bay Plan, Recreation Policy

8. Signs and other information regarding shipping lanes, ferry routes, U.S. Coast Guard rules for navigation, such as U.S. Coast Guard Rule 9, weather, tide, current and wind hazards, the location of habitat and wildlife areas that should be avoided, and safety guidelines for smaller recreational craft, should be provided at marinas, boat ramps, launch areas, personal watercraft and recreational vessel rental establishments, and other recreational watercraft use areas.

Amended September 2006

San Francisco Bay Plan – Mitigation Policies

1. Projects should be designed to avoid adverse environmental impacts to Bay natural resources such as to water surface area, volume, or circulation and to plants, fish, other aquatic organisms and wildlife habitat, subtidal areas, or tidal marshes or tidal flats. Whenever adverse impacts cannot be avoided, they should be minimized to the greatest extent practicable. Finally, measures to compensate for unavoidable adverse impacts to the natural resources of the Bay should be required. Mitigation is not a substitute for meeting the other requirements of the McAteer-Petris Act.
2. Individual compensatory mitigation projects should be sited and designed within a Baywide ecological context, as close to the impact site as practicable, to: (1) compensate for the adverse impacts; (2) ensure a high likelihood of long-term ecological success; and (3) support the improved health of the Bay ecological system. Determination of the suitability of proposed mitigation locations should be guided in part by the information provided in the Baylands Ecosystem Habitat Goals report.
3. For major and appropriate minor projects that require compensatory mitigation, communities surrounding both the project and the compensatory mitigation site should be meaningfully involved in an equitable and culturally-relevant manner. In particular, vulnerable, disadvantaged, and/or underrepresented communities should be involved. This should include consultation with the community in the identification and prioritization of potential projects, and in the monitoring and programming of a mitigation site. If such previous outreach and engagement did not occur, further outreach and engagement should be conducted prior to Commission action.
4. When determining the appropriate location and design of compensatory mitigation, the Commission should also consider potential effects on benefits provided to humans from Bay natural resources, including economic (e.g., flood protection, erosion control) and social (e.g., aesthetic benefits, recreational opportunities) benefits and whether the distribution of such benefits is equitable.
5. The amount and type of compensatory mitigation should be determined for each mitigation project based on a clearly identified rationale that includes an analysis of: the probability of success of the mitigation project; the expected time delay between the impact and the functioning of the mitigation site; and the type and quality of the ecological functions of the proposed mitigation site as compared to the impacted site.
6. To increase the potential for the ecological success and long-term sustainability of compensatory mitigation projects, resource restoration should be selected over creation where practicable, and transition zones and buffers should be included in mitigation projects where feasible and appropriate. In addition, mitigation site selection should consider site specific factors that will increase the likelihood of long-term ecological success, such as existing hydrological conditions, soil type, adjacent land uses, and connections to other habitats.

7. Mitigation should, to the extent practicable, be provided prior to, or concurrently with those parts of the project causing adverse impacts.
8. When compensatory mitigation is necessary, a mitigation program should be reviewed and approved by or on behalf of the Commission as part of the project. Where appropriate, the mitigation program should describe the proposed design, construction and management of mitigation areas and include:
 - a. Clear mitigation project goals;
 - b. Clear and measurable performance standards for evaluating the success of the mitigation project, based on measures of both composition and function, and including the use of reference sites;
 - c. A monitoring plan designed to identify potential problems early and determine appropriate remedial actions. Monitoring and reporting should be of adequate frequency and duration to measure specific performance standards and to assure long-term success of the stated goals of the mitigation project;
 - d. A contingency plan to ensure the success of the mitigation project, or provide means to ensure alternative appropriate measures are implemented if the identified mitigation cannot be modified to achieve success. The Commission may require financial assurances, such as performance bonds or letters of credit, to cover the cost of mitigation actions based on the nature, extent and duration of the impact and/or the risk of the mitigation plan not achieving the mitigation goals; and
 - e. Provisions for the long-term maintenance, management and protection of the mitigation site, such as a conservation easement, cash endowment, and transfer of title.
9. Mitigation programs should be coordinated with all affected local, state, and federal agencies having jurisdiction or mitigation expertise to ensure, to the maximum practicable extent, a single mitigation program that satisfies the policies of all the affected agencies.
10. If more than one mitigation program is proposed, the Commission should consider the cost of the alternatives in determining the appropriate program, as well as equitably consider the priorities and concerns of surrounding communities.
11. To encourage cost effective compensatory mitigation programs, especially to provide mitigation for small fill projects, the Commission may extend credit for certain fill removal and allow mitigation banking provided that any credit or resource bank is recognized pursuant to written agreement executed by the Commission. Mitigation bank agreements should include: (a) financial mechanisms to ensure success of the bank; (b) assignment of responsibility for the ecological success of the bank; (c) scientifically defensible methods for determining the timing and amount of credit withdrawals; and (d) provisions for long-term maintenance, management and protection of the bank site. Mitigation banking should only be considered when no mitigation is practicable on or proximate to the project site.
12. The Commission may allow fee-based mitigation when other compensatory mitigation measures are infeasible. Fee-based mitigation agreements should include: (a)

identification of a specific project that the fees will be used for within a specified time frame; (b) provisions for accurate tracking of the use of funds; (c) assignment of responsibility for the ecological success of the mitigation project; (d) determination of fair and adequate fee rates that account for all financial aspects of the mitigation project, including costs of securing sites, construction costs, maintenance costs, and administrative costs; (e) compensation for time lags between the adverse impact and the mitigation; and (f) provisions for long-term maintenance, management and protection of the mitigation site.

Amended October 2019

San Francisco Bay Plan - Policies Concerning Filling for Public Trust Uses on Publicly-Owned Property Granted in Trust to a Public Agency by the Legislature Policy

1. Filling should be approved if the filling is undertaken on land granted in trust by the Legislature to a public agency and the Commission finds that the filling and use proposed on the fill are consistent with the Public Trust Doctrine, the terms of the legislative trust grant, and with a Special Area Plan for the area that the Commission has found:
 - a. Is necessary to the health, safety, and welfare of the public in the entire Bay Area; and
 - b. Provides for major shoreline parks, regional public access facilities, removal of existing pile-supported fill, open water basins, increased safety of fills, mechanisms for implementation, enhanced public views of the Bay, and other benefits to the Bay, all of which exceed the benefits that could be accomplished through BCDC's permit authority for individual projects through the application of other Bay Plan policies.

Attachment B

Richardson Bay Special Area Plan

Richardson Bay Special Area Plan – Water Quality Policies

7. Marinas and yacht harbors should install sewage and graywater pumpout facilities available for public use in easily accessible locations and provide the service free of charge or at a reasonable fee to offset maintenance costs. Marinas should provide on land conveniently located public restrooms. In addition marinas and yacht harbors with vessels used as residences should provide on land conveniently located restrooms, showers, parking and garbage disposal facilities adequate to serve authorized resident live-aboard occupants, and, wherever possible, transient recreational boaters."
8. There should be no discharge of sewage into Richardson Bay and existing discharges should be eliminated. The local governments and the Bay Commission should request the Regional Water Quality Control Board to petition the federal Environmental Protection Agency (EPA) to designate Richardson Bay as a vessel sewage no discharge area.
9. *Intentionally left blank.*
10. Subsequent to Richardson Bay being declared a no discharge area by the EPA:
 - a. All recreational boat marinas and yacht harbors which have live-aboards which have sewage or graywater producing facilities onboard should either provide and maintain sewage and graywater facilities that will directly connect live-aboard vessels to a shoreside sewage treatment facility or provide conveniently located sewage pumpout facilities and provide the pumpout service free or at reasonable fee to offset maintenance costs;
 - b. Live-aboards which have sewage producing facilities onboard should be equipped with and use a system consistent with U. S. Coast Guard regulations that connects the facility to a holding tank which can either be directly connected to a shoreside sewage treatment facility or be emptied at a sewage pumpout station; and
 - c. Transient vessels should comply with the sewage no discharge requirements.

Richardson Bay Special Area Plan - Establishing Locally Designated Anchorages and Moorages in Richardson Bay

The local governments should jointly petition the District Commander of U. S. Coast Guard District 12 to change the Coast Guard regulations governing Anchorage No. 3, General Anchorage, and Anchorage No. 2, Special Anchorage, to either: (a) include local anchorage and moorage ordinances as notes to the Coast Guard anchorage regulations; or (b) establish Anchorage No. 3 and Anchorage No. 2 as non-anchorage areas except when in conformity with applicable ordinances and regulations of the local governments. In establishing the local ordinances and regulations and/or non-anchorage designations, anchoring of vessels within the



boundaries of the Audubon Society's Richardson Bay Wildlife Sanctuary should be prohibited during the period October 1 to April 1 of each year.

Richardson Bay Special Area Plan - Formation of a Cooperative Agreement

An effective method of implementing many of the policies and recommendations of the Special Area Plan that could be more efficiently carried out jointly by the local governments would be through the development of a cooperative agreement among Marin County, Sausalito, Mill Valley, Tiburon, and Belvedere. The agreement could identify local interests and government functions and services in Richardson Bay that could best be carried out jointly at the local level thereby achieving economies in administration and services. The agreement could provide for the pooling of local government resources and experience in an orchestrated effort to implement those policies and recommendations of the Special Area Plan common and mutually acceptable to each local government.

The agreement could provide for the following services:

- -- Establishment, administration, and enforcement of the Navigation Plan, including the removal of debris and other obstructions to navigation; the installation of navigational aids; and the regulation of anchor-outs;
- -- Provision of water-based police, fire, rescue, and similar public safety services on and from water rather than land;
- -- Planning, administering, and supervising dredging activities;
- -- Providing and maintaining vessel sewage pumpout facilities;

- -- The administration and enforcement of a vessel sewage no discharge area;
- -- Coordination of tidal restoration and marsh enhancement projects;
- -- Coordination of grant requests;
- -- Advocacy of state and federal tax legislation to benefit boat, marina, and yacht club owners in Richardson Bay who install and operate vessel sewage and graywater treatment facilities in compliance with a Richardson Bay vessel sewage no discharge standard; and
- -- Establishment of an anchorage and moorage area to serve transient vessels.

The agreement should not include authority over the normal local government land use planning and regulatory controls, such as zoning and use permits, but could include administration of a permit system for controlling use of anchorage and moorage areas.

Boaters that wished to tie up to a mooring facility or anchor in the anchorage area administered under the terms of the agreement would secure a permit which identified the mooring or anchoring conditions, including length of stay.

The agreement could also include provisions for the authority to issue cease and desist orders and civil penalties for violation of those orders.

Attachment C RBRA Transition Plan

RBRA Transition Plan Policy 5) Working with agencies, organizations, and other stakeholders, develop eelgrass protection measures and consider specific eelgrass restoration funding and projects

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

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

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

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

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

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

1. a) Eelgrass Restoration Zone: This is the area where vessels would not be authorized to anchor or moor, and which will be a priority area for eelgrass restoration. This area potentially extends from the boundary with the Audubon Sanctuary south to approximately in the general vicinity of the Bay Model, not including the deeper water in Belvedere. About a half dozen vessels are currently anchored in this location; the benefits and risks to eelgrass from requiring their relocation out of the zone would be evaluated. The four floating homes in the anchorage would be subject to removal.
1. b) Eelgrass Protection Zone: This is an area where existing occupied vessels could anchor or moor, which could be subject to ground tackle rules that may be developed. The potential boundary of this zone is from the edge of the Restoration Zone in the north to approximately in line with Turney Street in the south.

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

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

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

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

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

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

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

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

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

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

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

Resources:

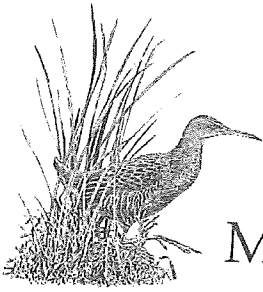
Due in part to COVID-19 related budget constraints, RBRA was unable to program funding specific to eelgrass restoration in the 2020-21 budget. A modest amount of funds could be allocated from Contingency for outside services that may be needed to augment staff resources for working with stakeholders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

RBRA Board of Directors
Enforcement Case No. ER2010.038.00

Page 19
April 30, 2020

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





Marin Audubon Society

P.O. Box 599 | MILL VALLEY, CA 94942-0599 | MARINAUDUBON.ORG

April 30, 2021

Rebecca Schwartz Lesberg
Coastal Policy Solutions
eelgrass@coastalpolicysolutions.com

RE: Comments on the *Richardson's Bay Eelgrass Protection and Management Plan*

Dear Ms. Schwartz Lesberg:

Thank you for the opportunity to comment on the *Richardson's Bay Eelgrass Protection and Management Plan*. While the recommendations in the Plan, if carried out, would improve eelgrass protection over the current damaging conditions, it is lacking as an eelgrass protection plan. As discussed below, it allows ongoing adverse impacts that can be avoided, and it violates regulatory agency requirements.

Eelgrass is essential habitat for many species, a critical ecosystem and natural resource, and it provides many other benefits. We strongly support the protection and expansion of eelgrass, and are disappointed that this Plan offers only limited protection. 100% protection is feasible and possible. We have the following comments and recommendations:

The current conditions and regulatory context discussion needs to be revised to include the following:

- The BCDC Richardson Bay Special Area Plan relevant policy should also be cited:
Vessels and floating structures used for residential purposes (i.e. houseboats and live-aboards) should be allowed only in recreational or houseboat marina berths when consistent with and in compliance with local codes, Bay Commission policies, and public trust needs. All anchor-outs should be removed from Richardson Bay.
- Richardson Bay Regional Agency (RBRA) Transition Plan relevant policies:
4) *Set a sunset date by which occupied vessels with extended stays will not be allowed in Richardson Bay.*
5) *Working with agencies, organizations, and other stakeholders, develop eelgrass protection measures and consider specific eelgrass restoration funding and projects.*

- BCDC Enforcement Committee directive at its April 24 meeting should be stated: the RBRA needs to prepare a plan to remove anchor-outs from Richardson Bay in five (now four) years and needs to set interim deadlines for the removal.
- The relevant message from the listening session I participated in, should be included: keep mooring out of all of the eelgrass.
- The presence of other natural resources must be considered when establishing no anchorage zones. Eelgrass is not the only essential natural resource. The *Richardson Bay Proposed Mooring Waterbird Survey Report* (attached) conducted by Point Blue Conservation Science also needs to be considered as one of the components of protecting Richardson Bay natural resources. The proposed anchorage areas overlap with survey areas 1 and 2 in the Point Blue Richardson Bay surveys. Significant bird use was observed in all in all five survey areas. The recommendation of Point Blue is that mooring not occur in any of the survey areas.

The current need to protect and manage eelgrass is inextricably connected to the anchor-outs on the Bay and the lack of regulation of anchor-outs. The Plan must differentiate between the mooring of anchor-outs living on the Bay and the temporary moorings of 72 hours or less that are allowed in Richardson Bay.

Concerning the Plan's three elements:

1. An Eelgrass Protection Zone/No Anchoring Zone is drawn using boundaries of the Richardson Bay Audubon Sanctuary and channels. To support the No Anchoring Zone, the Plan cites consistency with stakeholder feedback that preferred fewer, simpler zones.

Alternative Zone A would protect 90% of the eelgrass, would reduce the size of the legal anchorage by approximately two thirds and prohibit anchoring in approximately one-third of Richardson Bay waters.

Alternative B has a larger protection area, aligns with existing contours, and has greater benefits; specifically it protects more eelgrass. The reason given for not choosing this area is that "the logistics for conveying the zone boundaries to visiting vessels was determined to be infeasible." And that it would "provide even less area for anchoring as compared to Proposed Boundary A." These reasons are not convincing or acceptable. Why would it matter if the anchoring area were smaller, unless there is interest in mooring a large number of vessels? It is like a developer saying I have to fill wetlands because redesigning my development is infeasible and it would give me fewer areas to develop.

According to the Plan, the proposed changes would limit the number of boats the anchorage could support. However, the number it would accommodate is not stated. What boats is the anchorage zone intended to accommodate? Is the defined area intended to support only the 72-hour or 10-hour stays, the Safe and Seaworthy vessels, permanent anchor-outs, or all of the above? The Plan should divulge the number of boats both Alternatives A and B could support and the intended users of the space.

To define Zone B, a straight boundary line, that would be easier to explain and manage, could be drawn further to the southeast where it would protect all of the eelgrass, but leave a smaller area for mooring. Why would a larger area be needed if the anchorage were only to be used for 72-hour or 10-hour stays?

A smaller area would be adequate if it is designed to accommodate the 72-hour vessels only. According to information provided at the last RBRA meeting, the 72-hour vessels that use the anchorage number 5 to 15. It would not seem much space would be needed to accommodate this number. The proposed Zone B would be more than adequate.

2. A monitoring plan is proposed to quantify the anchor scour damage and/or recovery of eelgrass, water quality and adaptive management depending on whether the eelgrass has expanded or retracted.

A monitoring plan is fine, but a significant omission is a plan to restore any eelgrass damaged by the anchor chains. The Plan should include a component that restores the 80 acres of crop circles. This is necessary to comply with BCDC requirements, the Transition Plan and the many other policies relevant to Richardson Bay.

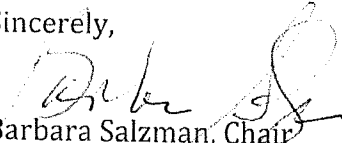
3. Possible future mooring program. Why this is an element of the Plan is not clear. This element states that this Plan does not conflict with a future-mooring program, however, its purpose appears to be to advocate for a mooring field. It lists many benefits of a mooring field for people: would allow for a higher density of boaters, expand recreational access, enhance public safety, could be revenue generating and, a final benefit noted is that a mooring program would "further protect the eelgrass from the impacts of anchor scour." There are other ways to protect the eelgrass: specifically, removing the anchor outs from Richardson Bay. No adverse impacts of mooring are listed. Advocating for a mooring field should not be part of an Eelgrass Protection and Monitoring Plan.

Protecting eelgrass should not ignore other Richardson Bay natural resources. It must involve removing activities that are damaging to eelgrass and other bay resources. Even if protective moorings were use, the vessels would cover the Bay,

shading, interfering with foraging and rafting of birds, causing water quality impacts and disrupting rafting of resting and foraging diving birds and other species.

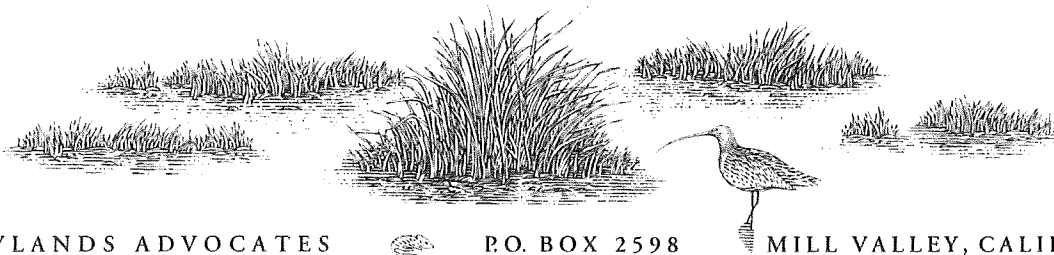
Thank you for considering our comments.

Sincerely,



Barbara Salzman, Chair
Conservation Committee

Cc: Jim Wickham
Stephanie Moulton Peters
Alice Fredericks
Steve Block
Curtis Havel
BCDC



MARIN BAYLANDS ADVOCATES



P.O. BOX 2598

MILL VALLEY, CALIFORNIA 94942

April 30, 2021

Richardson's Bay Regional Agency
eelgrass@coastalpolicysolutions.com

Re: Richardson's Bay Eelgrass Protection and Management Plan

For some time, Marin Baylands Advocates has been concerned about the protection of Richardson Bay's and the eelgrass it supports. The chains on the anchor-out vessels have caused the destruction of 80 acres of eelgrass in this, the second largest eelgrass bed in the Bay. In order to protect this critical resource and the other natural resources of Richardson's Bay, the anchor-out vessels must be removed from eelgrass beds and from the Bay. The *Eelgrass Protection and Management Plan* includes useful history and biological information about the Bay and the value of eelgrass, but it falls short of protecting this valuable resource.

The Plan only recommends that 90% of the eelgrass area be protected, leaving 10% available for mooring. Why a smaller area would not be sufficient space in which to anchor the short-term vessels should be explained. Is it the intent of the Plan to accommodate permanent anchor-outs? An Eelgrass Protection Plan should protect all of the eelgrass as in Alternative B.

The Plan should include a commitment to restore eelgrass crop circles to mitigate for the 80 acres that have been destroyed. The Plan only includes partial protection and monitoring of natural processes.

Thank you for your consideration.

A handwritten signature in cursive script that reads "Ann Thomas".

Ann Thomas
Marin Baylands Advocates

www.marinbaylands.org

Robbie Powelson
P.O. Box 773
Novato, 94948

RE: Eel Grass Management Plan Lacks Legitimacy

This plan does not meet standard of the Bay Conservation and Development Commissions own Guiding Principals for Environmental Justice. It is seriously flawed, and should be given very little credence.

This plan was not only designed to exclude input from liveaboard mariners, its proposition is fundamentally to encourage the ongoing violent eviction of this longstanding community. Harbormaster Havel made that message clear on March 10th when he unilaterally crushed a seaworthy federally documented vessel literally at the same time as Rebecca Lesberg of Coastal Policy Solutions was holding a virtual listening session for liveaboard mariner stakeholder input. During the process of the stakeholder meeting, Havel's behavior frightened and terrorized the community during the stakeholder meeting.

I believe this provocative action was a power play by Curtis Havel, and is part and parcel to a pattern of inappropriate and disorderly behavior he has demonstrated in his tenure as Harbormaster.

To further this point, I must rebut the improper way in which I personally was singled out as refusing to be involved in process in Ms. Lesberg's presentation to the RBRA board on stakeholder process for liveaboard mariners. The stakeholder reports statements are disingenuous and inappropriate, and I am rebutting them here.

Firstly, I initiated conversations with Ms. Lesberg on November 8th [Exhibit 1] because I believed that environmental protection would be a worthwhile thing to pursue and a place where the principals of environmental justice could be implemented and help stop the police violence rampant on the bay.

However, as the conversation continued [Exhibit 1], when I addressed Ms. Lesberg's stigmatizing terminology of "anchor out" , she chose to disengage communications with me.

I finally did repair relationships with Ms. Lesberg on March 9th, where she called me on the phone at long last and memorialized in a text message she sent me right afterwards in Exhibit 2. This was after the Camp by Dunphy Park had been established and it was becoming clear that Harbormaster Havel had been untruthful in his public statements that he was not crushing people's homes. I was encouraged that she admitted on the phone call that she herself was shocked by the behavior of the City of Sausalito and of Harbormaster Havel in the way they

were treating liveaboard mariners. I was heartened by her change of mind and that she had seemed to have educated on the violent way the RBRA and City of Sausalito was attacking the anchorage community, and agreed to participate in her March 10th stakeholder meeting with the understanding we could open up a conversation about eel grass management.

On that day, at the exact time of the meeting, Havel crushed a community members boat – terrorizing and disrupting the entire anchorage community in the process. I let Ms. Lesberg know that I could not attend because of the urgent needs of the victim [Exhibit 3].

To summate, I and many people are interested in talking about environmental stewardship while also firmly rejecting this illegitimate plan. The most urgent need of the RBRA is to remove Curtis Havel for his violent tendencies and dishonest behavior as Harbormaster. The massive police raids of March 25th and April 2nd which both stemmed from Havel's enforcement actions are just the beginning of further police violence that this plan will only serve to prop up.

With regards,
Robbie Powelson

Exhibit 1, Facebook Communication with Rebecca Schwartz Lesberg

3:03

5G



Rebecca Schwartz Lesberg

Active 4h ago



Rebecca Schwartz Lesberg

Facebook

You're not friends on Facebook

4 mutual friends including Nikki Silverstein and Kelly A Darling

NOV 08, 2020, 7:37 PM

Hi Rebecca, I'd enjoy having a virtual coffee with you this week to discuss your current work with the RBRA. I'm most available info.

In the afternoons

NOV 10, 2020, 8:21 PM

Hi Robbie,
Sorry I'm just seeing this! I'm not great at FB messenger 😊 This week is rough for me schedule wise, but next week is very open. I can do any time on the 16-18. Do any of those work for you?



You can now message and call each other and see info like Active Status and when you've read messages.

NOV 13, 2020, 7:48 AM

The 16th in the late afternoon is good for me. 2:00 or 3:00 would be good ↓



Aa



4:08

5G



Rebecca Schwartz Lesb...

Active now



NOV 13, 2020, 7:48 AM

The 16th in the late afternoon is good for me. 2:00 or 3:00 would be good

NOV 20, 2020, 2:19 PM

Hi! I'm so sorry - what is your email address? I'm not great at checking FB.

(Or rather - I see the messages but then they don't always make it over to my to-do list)

In the meantime - I've tried joining the Sausalito Anchor Outs (uncensored) page so I could post info about the Eelgrass Protection and Management Plan, but nobody seems to be approving my request. Do you have access to that so I can post?



NOV 21, 2020, 8:44 AM

I do have access, but we would need to talk more.

To share my perspective, my feeling is  the board's contract with you is a way for them to rally



Aa



4:09

5G E

< 10



Rebecca Schwartz Lesb...

Active now



Anchor Outs. I will attempt other mean to this group of stakeholders. Have a good evening.



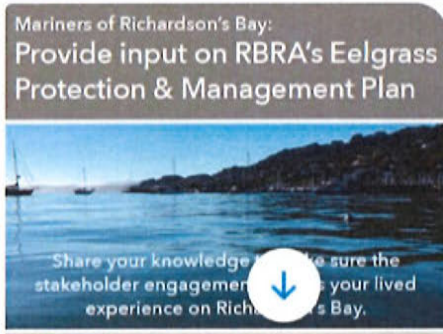
*to reach

Doesn't mean that government officials get to use terminology to label people.

Good luck! My line is always is open.

DEC 05, 2020, 4:51 AM

Good morning Robbie - I have just posted a flier about upcoming listening sessions for mariners of Richardson's Bay to provide feedback on RBRA's eelgrass plan. I believe the post is public. Please share with whomever you think may be interested.



Aa



4:10

5G E



Rebecca Schwartz Lesb...

Active now



supporting maritime use of this historic anchorage. Join us on Zoom to share your thoughts on how this can best be achieved. For more information about RBRA's June 2022 Transition Plan, visit <http://rbra.ca>

DEC 05, 2020, 6:04 AM

Thank you Rebecca.

DEC 06, 2020, 5:25 PM



Hi Robbie, I'm just checking to see if you've been able to share the flier yet? I'm sure you are busy so I appreciate any efforts you can make to help get the word out. Best, Rebecca

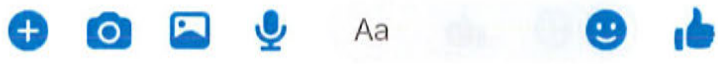
MAR 11, 5:45 PM



Hi Robbie - Just a heads up that the RBRA Closed Session meeting is going long. If you're trying to get into the meeting and are getting something saying "The host has another meeting in progress", then you're in the same boat as the rest of us. I'll let you know if/when I hear more.

MAR 14, 8:32 AM

No worries I know a lot of people are suing them right now. Means long closed sessions



4:11

5G

10



Rebecca Schwartz Lesb...

Active now



appreciate any efforts you can
make to help get the word out.



Best, Rebecca

MAR 11, 5:45 PM

Hi Robbie - Just a heads up that
the RBRA Closed Session meeting
is going long. If you're trying to get
into the meeting and are getting
something saying "The host has
another meeting in progress", then
you're in the same boat as the rest
of us. I'll let you know if/when I
hear more.



MAR 14, 8:32 AM

No worries I know a lot of people
are suing them right now. Means
long closed sessions

APR 05, 3:56 PM

Hi Robbie,
What is your email address? I'd like
to make sure you got a copy of the
draft Eelgrass Protection and
Management Plan. It was also
included in this week's RBRA
board packet.

Thanks!
Rebecca



Aa



Exhibit 2 Text Communications, with Rebecca Lesberg memorializing phone conversation

4:12

5G

62

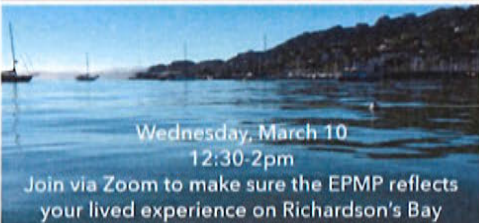


rebecca.f.schwartz@icloud.com >

iMessage
Tue, Mar 9, 2:45 PM

Hi Robbie! Thanks for chatting. Here's the flier for tomorrow's zoom session. You should also have access to it on FB. Hope you can join!

**Mariners of Richardson's Bay:
Provide input on RBRA's Eelgrass
Protection & Management Plan**



**Wednesday, March 10
12:30-2pm**
Join via Zoom to make sure the EPMP reflects
your lived experience on Richardson's Bay

Stakeholder Listening Sessions
The Richardson's Bay Regional Agency (RBRA) is currently developing an Eelgrass Protection and Management Plan (EPMP) to protect eelgrass in Richardson's Bay in compliance with local and state regulations - and we want your input!

The EPMP is in fulfillment of policy direction outlined in RBRA's June 2020 Transition Plan for the anchorage. The plan is looking at opportunities to create "zones" in Richardson's Bay with various degrees of allowable use, to make sure the environment is protected while supporting maritime use of this historic anchorage. Join us on Zoom to share your thoughts on how this can best be achieved.

Meeting Info: Wednesday, March 10

- Time: 12:30-2:00PM
- Meeting ID: 961 2291 8404
- Passcode: 136378

Directions to join

- Go to <https://zoom.us> and click "Join a meeting" at the top. Follow prompts to enter the meeting ID and passcode.
- The meeting will include an overview of the EPMP information about eelgrass in Richardson's Bay and why the EPMP is being developed, policy guidance from the RBRA's Transition Plan, and facilitated questions to get feedback from participants about how to best protect eelgrass in Richardson's Bay. There will also be time for open-ended Q&A.
- If the time doesn't work for you, email your thoughts to rebecca@rebrainterbayboats.com

For more information about RBRA's June 2020 Transition Plan, visit <http://rbra.org>

The sender is not in your contact list.

[Report Junk](#)

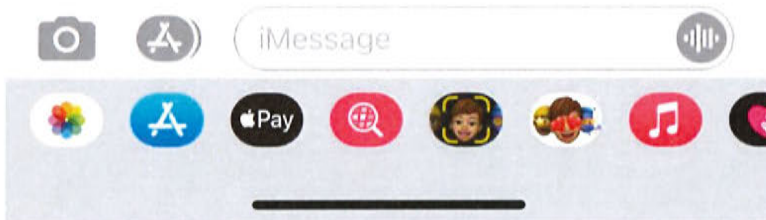
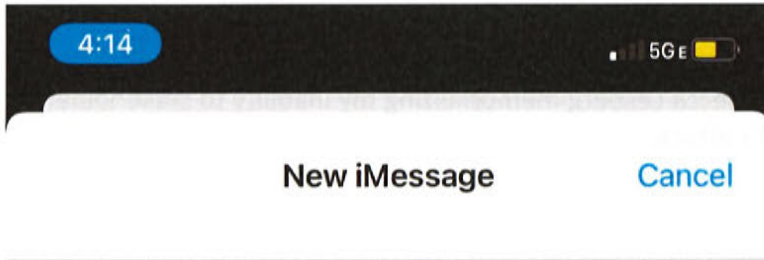


Exhibit 3 text communication with Rebecca Lesberg memorializing my inability to stakeholder meeting due to Harbormaster Havel's attack.



To: [Rebecca Lesberg](#)

iMessage
Wed, Mar 10, 12:51 PM

Sorry I cannot make it today. Curtis just threw someone's boat on the ramp so I'm going to have to check on my folks. Hoping there can be productive environmental conversations in the future around this when the community isn't under attack.

Delivered

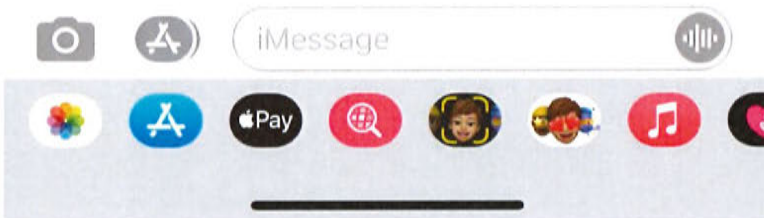
Wed, Mar 10, 2:01 PM

Understood. Thanks for the heads up.

Thu, Mar 11, 5:37 PM

Just a heads up that the RBRA closed session is going long.

If you're trying to get into the zoom and it says "the host has another meeting in progress", you're in the same boat as the rest of us. I think we just sit tight.



David Schonbrunn

P.O. Box 151439

San Rafael, CA 94915

415-331-1982

David@Schonbrunn.org

May 2, 2021

By email to:

eelgrass@

coastalpolicy

solutions.com

Jim Wickham, Chair
Richardson's Bay Regional Agency
c/o Marin County Community Development Agency
Planning Division
3501 Civic Center Drive, Room 308

RE: Draft Eelgrass Protection Plan

Dear Mr. Wickham:

As a concerned resident of Sausalito, I oppose the Draft Eelgrass Protection Plan ("Plan"). It looks to me to like a bureaucratic attempt to hide behind environmental values while taking an otherwise-unacceptable discriminatory action against a class of people. I write as an environmentalist that works every day on reducing the impacts of transportation on climate change.

The Plan is exactly analogous to the Urban Renewal programs of the 1960s--later dubbed "Negro removal"--different only in that the cover story here is environmental betterment rather than civic betterment. The Plan's result--whether consciously intended or not--is the elimination of a community of non-affluent mariners.

The Plan is based on the fundamentally flawed assumption that eelgrass can only be protected by preventing boats from anchoring in it. The RBRA's *Ecologically-based Mooring Feasibility Study for Richardson's Bay* demonstrated that properly designed permanent mooring sites would protect the eelgrass, enabling the peaceful coexistence of mariners and eelgrass.

The decision to implement the Plan instead of that course of action is a question of policy, not science. While the relevant policies masquerade as environmental protection, there is an unacknowledged social dimension that has been suppressed. **The Plan's social impacts must be analyzed, at least in part to determine whether it would have an unconstitutional impact on a protected group.**

While the Plan did evaluate the Plan's impacts on marinas (p. 14), there was no discussion of the fundamental cruelty of effectively removing an entire class of mariners from the Bay and making them homeless. This is as unacceptable as the adoption of the exclusionary zoning ordinances of the first half of the 20th Century, which created whites-only suburbs, harming the civil rights of minority groups.

(I should note here that this is not ancient history--two years ago, Sausalito's schools were the subject of a racial discrimination complaint by the Attorney General, alleging the violation of the Equal Protection Guarantee of the State Constitution.)

The draft Plan was only possible because the facilitated listening sessions, as described on pp. 8-9 of the Plan, did not include any mariners. Knowing full well that the resulting Plan would be an assault on this group's way of life, it was incumbent on the Plan's preparers to make extraordinary efforts to acquire input from mariners. There is no indication that the Plan reflects any of their concerns. That makes the Plan fatally flawed, in my opinion.

The decision to develop the Plan rather than permanent moorings indicates to me that the policies of RBRA, along with BCDC and the City of Sausalito, are driven either by overt hostility or callous indifference to the plight of poor people. Note how supportive these policies are of boat owners and houseboat owners affluent enough to afford marina docking.

The Plan is based on earlier policy documents that have inevitably led to an escalation of enforcement actions by RBRA. These actions have exacerbated the region's homelessness crisis. I am convinced the RBRA could better spend part of its budget helping mariners fix their boats to make them more seaworthy and non-polluting. That would be more societally desirable than crushing the boats and making people homeless.

In my view, RBRA has blindly followed flawed policies which now are having significant human costs. Given the recent escalation in armed boardings, I believe it is time to urgently reevaluate RBRA's direction. I would participate in a policy review, if invited.

Thank you for considering these comments.

Sincerely yours,

/s/ DAVID SCHONBRUNN

David Schonbrunn



Report name: Response to comments received regarding the draft Richardson's Bay Eelgrass Protection and Management Plan
 Prepared by: Rebecca Schwartz Lesberg, President, Coastal Policy Solutions
 Prepared for: Richardson's Bay Regional Agency
 Date: 3-Jun-21

Note: All persons who provided written comments on the draft EPMP as of Wednesday, June 2, are listed below. Any omissions are accidental and should be reported to eelgrass@coastalpolycysolutions.com. Specific suggestions, questions, and/or declarations of support/opposition to the EPMP were pulled from the full packet of public comments and responded to here under "Response". Items in green represent changes that will be made between the draft and updated EPMP. For full public comments, see Attachment A: Full Public Comments.

Full name	Title	Organization	Topic	Number	Comments/Suggestions re the draft EPMP	Response
Casey Arndt	Center Director, Richardson Bay Audubon Center and Sanctuary	Audubon California	General	1	1) collaborative and diverse partnerships will be key to the success of the EPMP; 2) eelgrass protection zones should be defined as simply as possible; and 3) there will be need for repeated and detailed eelgrass spatial analysis throughout the plan's implementation.	Received, thank you.
Casey Arndt	Center Director, Richardson Bay Audubon Center and Sanctuary	Audubon California	Social	2	Audubon California appreciates the attempts at including the anchorout community and hopes this outreach will continue through the finalization of the plan.	Received, thank you.
Casey Arndt	Center Director, Richardson Bay Audubon Center and Sanctuary	Audubon California	General	3	We also immensely appreciate the EPMPs focus on monitoring and adaptive management for eelgrass in Richardson Bay. Annual Geographic Information System (GIS) analysis and bathymetric mapping of the eelgrass beds as well as water quality monitoring are imperative to the plan's success. Audubon California will continue to offer support and expertise in these areas as needed.	Received, thank you.
Casey Arndt	Center Director, Richardson Bay Audubon Center and Sanctuary	Audubon California	General	4	we wholly support a five-year adaptive management review of eelgrass bed boundaries to ensure that migrating and shifting populations are property protected.	Received, thank you.
Casey Arndt	Center Director, Richardson Bay Audubon Center and Sanctuary	Audubon California	Anchoring	5	Audubon California would like the report to quantify the size of the Eelgrass Protection Zone/No Anchoring Area as well as the remaining section for the proposed anchoring area.	The updated EPMP will include these acreages.

Casey Arndt	Center Director, Richardson Bay Audubon Center and Sanctuary	Audubon California	Anchoring	6	Although we applaud the fact the plan's boundary protects more than 90% of Richardson Bay's eelgrass, we have concerns that the allocated anchoring area will be insufficient in size for anchorouts still transitioning to a life off the water...Audubon California would like the EPMP to clearly identify the vessel capacity within the proposed anchoring zone.	The updated EPMP will include vessel carrying capacity for the proposed Anchoring Zone.
Casey Arndt	Center Director, Richardson Bay Audubon Center and Sanctuary	Audubon California	Eelgrass	7	Eelgrass distribution figure (Figure 6, page 11) appears to represent the frequency of occurrence (how often eelgrass was found in a given location over those survey periods) and not average extent of eelgrass over the survey years. These are two different concepts and the EPMP should be clear which it is describing.	This language will be clarified in the updated EPMP.
Casey Arndt	Center Director, Richardson Bay Audubon Center and Sanctuary	Audubon California	General	8	On page 12, Figure 7 and 8 appear to be labeled incorrectly.	This correction will be made in the updated EPMP.
Casey Arndt	Center Director, Richardson Bay Audubon Center and Sanctuary	Audubon California	Science	9	Herring spawning events (Figure 8) provides a qualitative view of herring spawn. A quantitative approach may be more useful. This will show and assess a value for how many times an area has spawning versus more/less spawning activity. A frequency of spawning similar to the eelgrass figure may be better.	We agree that a frequency distribution map for herring (similar to eelgrass) would be valuable but that is unfortunately not available at this time and the completion of such an analysis is beyond the scope of the EPMP. If you are aware of such an analysis/mapping effort and would like to provide the appropriate results, this would be considered in the finalization of the EPMP. However, while we do agree that while a frequency distribution would be valuable, we feel that the existing methodology adequately provides the information needed for establishing the Eelgrass Protection Zone.
Casey Arndt	Center Director, Richardson Bay Audubon Center and Sanctuary	Audubon California	Science	10	Combined eelgrass frequency distribution and herring spawning frequency figure (Figure 8) do not adequately visually represent a simultaneous view of both variables. Each layer masks the other and prevents a full view of overlap. Audubon California recommends using different symbology to more accurately represent the variables and their overlap.	Our goal with this analysis was to identify the extent/outer boundaries of the overlap, rather than a full, detailed picture of the overlap. However, if you have suggestions for alternate symbology to include in the updated EPMP we would be happy to review them.
Casey Arndt	Center Director, Richardson Bay Audubon Center and Sanctuary	Audubon California	General	11	All map legends need to show Audubon sanctuary boundary.	Not all maps include ownership/jurisdiction of the Bay for two reasons: 1- some maps are meant to show the spatial extent of natural resources, which do not adhere to jurisdictional boundaries; and 2- including jurisdictional boundaries on maps meant to highlight natural resources makes the small maps harder to interpret without providing additional relevant information.
Casey Arndt	Center Director, Richardson Bay Audubon Center and Sanctuary	Audubon California	General	12	Proposed boundary described under Plan Elements, Section 1 states that the boundary "would protect >90% of the Richardson's Bay eelgrass bed from damage occurring..." Does this refer to >90% of the eelgrass or the area within the bay that has an eelgrass frequency of occurrence of >90%? Please clarify this for the final EPMP.	Over 90% of the eelgrass in the Bay. Will clarify.

Casey Arndt	Center Director, Richardson Bay Audubon Center and Sanctuary	Audubon California	Science	13	Plan fails to state how climate change may impact existing eelgrass beds and how changing conditions may inform adaptive management strategies,	Climate change is discussed on pages 6-7 of the draft EPMP within the context of threats to eelgrass. If there is additional climate-related information you would suggest including, please provide.
Casey Arndt	Center Director, Richardson Bay Audubon Center and Sanctuary	Audubon California	Restoration	14	Plan fails to state how or where eelgrass restoration would occur within the no anchoring zone, or list other conditions that contribute to eelgrass growth. Audubon California would like to see these added to EPMP.	Restoration opportunities are currently in discussion but are still in the early phases. A Restoration Plan will likely need to be developed in the future.
Casey Arndt	Center Director, Richardson Bay Audubon Center and Sanctuary	Audubon California	Birds	15	EPMP does not include any data showing bird distribution and Audubon California feels this is an imperative piece of the Plan.	As this is an eelgrass management plan (as opposed to a Natural Resources Management Plan), we chose to include data about eelgrass frequency and distribution as well as the direct use of the eelgrass by herring (with spawning events used as a proxy for that measure). While there are limited data sources for the spatial distribution of birds in Richardson's Bay, they were not in a format readily available for using to inform anchoring/no anchoring plans. If you are aware of such analysis, we would be happy to consider.
Casey Arndt	Center Director, Richardson Bay Audubon Center and Sanctuary	Audubon California	Mooring	16	Audubon California would also like to see the Eelgrass Protection and Management Plan provide a more concrete plan for using ecologically friendly conservation moorings in the approved anchoring zone...We would also like to see additional language within the EPMP that details a mooring installation plan as well as maintenance and monitoring standards.	A mooring plan is not being considered at this time but this comment is received.
Casey Arndt	Center Director, Richardson Bay Audubon Center and Sanctuary	Audubon California	Restoration	17	We also feel the EPMP is lacking clearly that defined steps the Richardson's Bay Regional Agency can undertake to restore damaged eelgrass. Audubon California would like to see the Plan commit to passive means of restoration monitoring damaged acreage as well as invest in active eelgrass planting within the bed and anchor scoured areas.	Restoration opportunities are currently in discussion but are still in the early phases. A Restoration Plan will likely need to be developed in the future.
Amy Egner	Public Comment		General	1	I am a Sausalito homeowner and fully support this proposal and all proposals that will protect the ecosystem. I am very disappointed and upset with the town and state for allowing this floating homeless encampment to grow for decades. This sad situation has harmed the environment and the quality of life for residents.	Received, thank you.
Captain Dane Faber	Public Comment		Anchoring	1	You and RBRA have had all the tools you need to "protect" eel grass and zero new regs needed. From as early as the second iteration of the regs it has PROHIBITED anchored vessels (in excess of 72 hours). I'm delighted if that utterly inept agency wants to rewrite the rules, but as yet, given that you have FAILED miserably to enforce the existing regulations, why should I even bother to READ the "new" proposed regs?? Remove all vessels in Richardson Bay NOW! Maybe then there can be discussion about what changes should be permitted.	The proposed plan included in the EPMP differs from existing regulations in that it proposed an Eelgrass Protection Zone/No Anchoring Area, even for 72-hours, due to the impact of anchor scour regardless of length-of-stay.

Adrienne Klein	Principal Enforcement Analyst	Bay Conservation and Development District	Eelgrass	1	Both the SF Bay Plan and RB SAP support maximum protection of eelgrass beds. As such, BCDC staff supports adoption of the more restrictive of the two proposed boundaries.	Received, thank you.
Adrienne Klein	Principal Enforcement Analyst	Bay Conservation and Development District	Anchoring	2	The draft EPMP does not identify the capacity of either proposed Anchoring Zone. Please address the Figure 10 boundary Anchoring Zone capacities for anchored vessels and for moored vessels.	The updated EPMP will include carrying capacity for anchored vessels for both of the proposed Anchoring Zones. No moorings are proposed at this time so the carrying capacity estimates will only include anchored vessels.
Adrienne Klein	Principal Enforcement Analyst	Bay Conservation and Development District	General	3	BCDC staff recommends that: 1. Within three months of the date of this letter, the RBRA adopt a modified EPMP and commit to its full implementation; 2. Within three months of adoption of a modified EPMP, remove all anchor outs and their ground tackle and other marine debris from the No Anchoring Zone to locate all anchor outs in the Anchoring Zone with secure ground tackle; and 3. Expend a portion of the \$324,681.31 grant funds from the Ocean Protection Council's Coastal Resilience Grant Program, or other funds, to remove all marine debris including abandoned ground tackle from the Bay bottom within both the No Anchoring Zone and the Anchoring Zone.	1&2 - Received, thank you. 3 - Funds from the OPC award are obligated for specific tasks and actions as per the grant award language, and this does not include the removal of marine debris. However, other funds are being used for the removal of marine debris from Richardson's Bay.
Adrienne Klein	Principal Enforcement Analyst	Bay Conservation and Development District	Mooring	4	the BCDC staff suggests the RBRA pursue the following actions: <ul style="list-style-type: none"> • By mid-2022, pursue the necessary regulatory approvals from BCDC and other agencies to install eco-moorings for all vessels in the anchoring zone. • Pending obtention of the necessary regulatory approvals and funding to purchase eco-moorings, install, use, maintain, and monitor eco-moorings for all vessels. • Expend a portion of the \$324,681.31 grant funds from the Ocean Protection Council's Coastal Resilience Grant Program, or other funds, to purchase, install, use, maintain, and monitor eco-moorings for use by all vessels. 	A mooring plan is not being considered at this time but this comment is received. Funds from the OPC award are obligated for specific tasks and actions as per the grant award language, and this does not include the installation of moorings.

Adrienne Klein	Principal Enforcement Analyst	Bay Conservation and Development District	Restoration	5	BCDC staff does not believe that these monitoring activities meet the RBRA's Transition Plan commitment to undertake restoration in recognition of adverse impacts to subtidal habitat. Based on the direction provided by the BCDC Enforcement Committee, BCDC staff believes that the RBRA must, with input from Marin Audubon, California Audubon, CDFW, BCDC, Coastal Conservancy, SF State University's Estuary and Ocean Science Center, NOAA Fisheries, Ocean Protection Council, and others, and using best available science and most current policy regarding subtidal habitat restoration, develop a draft Eelgrass Restoration and Adaptive Management Plan for public comment, adoption and implementation within one to two years.	Restoration opportunities are currently in discussion but are still in the early phases. A Restoration Plan will likely need to be developed in the future. Comment received.
Phillip Lamoreaux	Public Comment		Social	1	I think this is a vivid example of overreach and misplaced priorities reducing people's habitats to a lower priority than herring and crabs. Anchor outs have been part of the historical charm and character of Sausalito for over half a century. The Bay and tributaries are a huge area. Concentrating on a mere 80 acres of it for unmeasurable purposes is trivial and stupid in my opinion. The lives of people should be respected.	Received, thank you.
Anne Libbin	Public Comment		Eelgrass	1	Should there be some reference to the established navigation channel, and some note that recreational motoring and sailing in the protected area should be in the channel, except for very shallow draft vessels? I am concerned that motoring through the protected area could result in direct tearing of eelgrass, and stirring up sediment.	We can include language to state that all activity in the Eelgrass Protection Zone should avoid contact with the bay bottom and all subaquatic vegetation (including eelgrass).
Anne Libbin	Public Comment		Restoration	2	Is there any plan for restoration of damaged areas within the protected area?	Restoration opportunities are currently in discussion but are still in the early phases. A Restoration Plan will likely need to be developed in the future.
Anne Libbin	Public Comment		Eelgrass	3	Could eelgrass grow at a greater depth in Richardson Bay if there were better water clarity (for example, with less disturbance of sediment from anchors, chains, boats sitting on the bottom at low tide, and from motoring over shallow areas? Also better management of dredging and of storm runoff from adjacent lands.	Eelgrass in Richardson's Bay already grows at some of the deepest depths observed for eelgrass in the San Francisco Bay Estuary. It is not known whether improvements in water clarity (and therefore light availability) would extend this depth deeper.
Anne Libbin	Public Comment		Restoration	4	The current proposed plan for avoiding further anchor damage to seagrass that is before the RBRA Board needs to add provisions and funding for restoration in the damaged areas. The local government agencies which make up the RBRA have issued climate emergency declarations, and committed their officials to take actions to reduce atmospheric carbon. The restoration of Richardson Bay eelgrass beds is a concrete action which these agencies can take to work towards their declared goals.	While a Restoration Plan will likely need to be developed in the future, the scope of this plan is for managing existing eelgrass resources in Richardson's Bay.

Captain Court Mast	Public Comment		General	<p>I fully support the "Proposed Boundary A" for the Eelgrass Protection Zone/No Anchoring Area in Richardson's Bay.</p> <p>Reasons for Support:</p> <ol style="list-style-type: none"> 1) The straight dividing line from Marker 4 to the southern tip of the Audubon Sanctuary is easy to understand. 2) The proposal covers the vast majority of the current eelgrass area. 3) The proposed deep-water anchorage is still close to the southern Sausalito shoreline, allowing for shore access. 4) The proposed deep-water anchorage is still accessible to the Belvedere yacht harbors, though farther away than Sausalito. 5) Removing anchored vessels will open up the entire Eelgrass area to more recreational use. (Currently scullers, paddle-boarders and kayakers are trapped in the Sausalito Channel, constantly in the path of larger boats.) 	Thank you for these comments. We agree.
Captain Court Mast	Public Comment		General	<p>Recommendations:</p> <ol style="list-style-type: none"> 1) Adopt the No Anchor Zone immediately. 2) As soon as possible after adopting the No Anchor Zone -- Move the existing "legacy" anchored boats to the delineated Anchor Zone. They will still have "a home" until their complete removal in Fall 2024. 3) Place a hard piling or marker at the Southern tip of the Audubon area, and mark it appropriately for visibility from Day Marker Four. The current tiny buoy is too small to see. 4) Review the No-Anchorage Zone's boundaries every 5 years to adjust the area's boundaries larger or smaller if conditions change. 5) Enforce the 72-hour time limit in the anchored area, except for legacy boats until Fall 2024. 6) Add a mooring field in the Anchor Zone. This will stabilize positioning of all anchored boats according to size, and keep boats from drifting away during storms. Also it will improve monitoring and enforcement. And it will generate income for RBRA, Sausalito businesses and Tiburon businesses. Small to mid-size ocean-cruising yachts will finally have short-term tie-ups available. 7) After "legacy" anchored boats are removed in 2024, work with marina operators in Sausalito and Tiburon to allow guest-dock dinghy access for short-term cruisers, subject to marina rules of course. 	<p>1-2) That will be up to the RBRA Board of Directors</p> <p>3) We may include this language in the updated EPMP under a section for recommendations regarding implementation.</p> <p>4-5) Agreed.</p> <p>6) A mooring field is not being considered at this time but this comment is received.</p> <p>7) We may include this language in the updated EPMP under a section for recommendations regarding implementation.</p>
Craig Middleton	City Manager	City of Belvedere	General	<p>City supports the RBRA's efforts to improve eelgrass habitat in the context of numerous challenges inherent in managing Richardson's Bay's complex human and natural ecosystems.</p>	We appreciate the support.

Craig Middleton	City Manager	City of Belvedere	Cost	2	The City is concerned about budgetary impacts on the RBRA and its members that could result from adoption of the proposed Plan. Accordingly, we would encourage the RBRA to develop multi-year cost estimates for actions proposed in the Plan and to discuss anticipated impacts on member contributions as part of its process of evaluating the proposal.	While a full economic analysis is beyond the scope of the EPMP, we can include language about the approximate costs and possible sources of funding (including grants and other sources outside of member contributions). The majority of eelgrass work is eligible and highly competitive for regional, state, and federal grant funding.
Robbie Powelson	Public Comment		Social	1	This plan does not meet standard of the Bay Conservation and Development Commissions own Guiding Principals for Environmental Justice. It is seriously flawed, and should be given very little credence.	Received, thank you.
Robbie Powelson	Public Comment		Social	2	This plan was not only designed to exclude input from liveaboard mariners, its proposition is fundamentally to encourage the ongoing violent eviction of this longstanding community.	Page 9 of the plan describes the additional efforts made to specifically to engage mariners in the facilitated listening sessions (including, for example, hosting sessions timed to coincide with the free lunch at Sausalito Presbyterian attended by many mariners). Though there was no participation by the mariners in these sessions, we did use feedback provided by this group during the 2018/2019 RBRA meetings to develop the Transition Plan. This included information regarding the importance of shore access, water quality, and continued space for anchoring in Richardson's Bay, all of which were addressed in the EPMP. If there is additional input from the mariner community that you feel has not been considered, please provide.
Robbie Powelson	Public Comment		General	3	Harbormaster Havel made that message clear on March 10th when he unilaterally crushed a seaworthy federally documented vessel literally at the same time as Rebecca Lesberg of Coastal Policy Solutions was holding a virtual listening session for liveaboard mariner stakeholder input. During the process of the stakeholder meeting, Havel's behavior frightened and terrorized the community during the stakeholder meeting.	Received, thank you.
Robbie Powelson	Public Comment		General	4	I must rebut the improper way in which I personally was singled out as refusing to be involved in process in Ms. Lesberg's presentation to the RBRA board on stakeholder process for liveaboard mariners.	Received, thank you.
Robbie Powelson	Public Comment		General	5	To summate, I and many people are interested in talking about environmental stewardship while also firmly rejecting this illegitimate plan.	Received, thank you.
Barbara Salzman	Conservation Committee Chair	Marin Audubon Society	General	1	While the recommendations in the Plan, if carried out, would improve eelgrass protection over the current damaging conditions, it is lacking as an eelgrass protection plan.	Received, thank you.

Barbara Salzman	Conservation Committee Chair	Marin Audubon Society	Anchoring	2	The current conditions and regulatory context discussion needs to be revised to include the following: [BCDC and RBRA policies regarding residential use of the bay, sunset date for occupied vessels, and other vessel enforcement priorities]	These items relate to vessel enforcement rather than eelgrass protection and management and were therefore not included.
Barbara Salzman	Conservation Committee Chair	Marin Audubon Society	Eelgrass	3	The relevant message from the listening session I participated in, should be included: keep mooring out of all of the eelgrass.	A mooring plan is not being considered at this time and no moorings are proposed areas with eelgrass.
Barbara Salzman	Conservation Committee Chair	Marin Audubon Society	Birds	4	The presence of other natural resources must be considered when establishing no anchorage zones...The proposed anchorage areas overlap with survey areas 1 and 2 in the Point Blue Richardson Bay surveys. Significant bird use was observed in all in all five survey areas. The recommendation of Point Blue is that mooring not occur in any of the survey areas.	While this is not a Natural Resources Management Plan, other natural resources have been considered. However, they are also balanced with legal human use of the bay (e.g., temporary anchoring). While no mooring is proposed in the plan, and therefore not proposed in any of the survey areas, we can include text in the updated EPMP that references Point Blue's conclusions regarding the conflict between mooring areas and survey areas.
Barbara Salzman	Conservation Committee Chair	Marin Audubon Society	Anchoring	5	The Plan must differentiate between the mooring of anchor-outs living on the Bay and the temporary moorings of 72 hours or less that are allowed in Richardson Bay.	This EPMP is not designed to accommodate particular lengths of stays by vessels anchoring in Richardson's Bay, as that has been codified by the 2020 Transition Plan and enforcement of vessel regulations, including time limits. This plan instead focuses on where anchoring should/should not occur in Richardson's Bay to maximize eelgrass protection while serving the designated use as a temporary anchorage.
Barbara Salzman	Conservation Committee Chair	Marin Audubon Society	General	6	The reason given for not choosing this [Proposed Boundary B] is that "the logistics for conveying the zone boundaries to visiting vessels was determined to be infeasible." And that it would "provide even less area for anchoring as compared to Proposed Boundary A." These reasons are not convincing or acceptable.	Received, thank you.
Barbara Salzman	Conservation Committee Chair	Marin Audubon Society	Anchoring	7	What boats is the anchorage zone intended to accommodate? Is the defined area intended to support only the 72-hour or 10-hour stays, the Safe and Seaworthy vessels, permanent anchor-outs, or all of the above? The Plan should divulge the number of boats both Alternatives A and B could support and the intended users of the space.	The EPMP process did not set out with a specific target number of vessels to accommodate or the length off their stay. Instead, the EPMP has focused on how and where to most effectively protect existing eelgrass resources in Richardson's Bay. However, the updated EPMP will include carrying capacity for anchored vessels for both of the proposed Anchoring Zones.
Barbara Salzman	Conservation Committee Chair	Marin Audubon Society	Restoration	8	A monitoring plan is fine, but a significant omission is a plan to restore any eelgrass damaged by the anchor chains. The Plan should include a component that restores the 80 acres of crop circles.	Restoration opportunities are currently in discussion but are still in the early phases. A Restoration Plan will likely need to be developed in the future.

Barbara Salzman	Conservation Committee Chair	Marin Audubon Society	Mooring	9	Possible future mooring program. Why this is an element of the Plan is not clear. This element states that this Plan does not conflict with a future- mooring program, however, its purpose appears to be to advocate for a mooring field. It lists many benefits of a mooring field for people...There are other ways to protect the eelgrass: specifically, removing the anchor outs from Richardson Bay. No adverse impacts of mooring are listed. Advocating for a mooring field should not be part of an Eelgrass Protection and Monitoring Plan.	Description of a possible future mooring program was included as a response to significant stakeholder feedback. Based on the best available science, having boats on moorings (as opposed to anchors), and locating those moorings outside of eelgrass beds, is the best way to protect eelgrass in Richardson's Bay so long as Richardson's Bay remains an anchorage. No adverse effects of moorings on eelgrass were included because this plan does not advocate for any moorings to be placed where eelgrass occurs.
David Schonbrunn	Public Comment		Social	1	As a concerned resident of Sausalito, I oppose the Draft Eelgrass Protection Plan ("Plan"). It looks to me to like a bureaucratic attempt to hide behind environmental values while taking an otherwise-unacceptable discriminatory action against a class of people. I write as an environmentalist that works every day on reducing the impacts of transportation on climate change.	Received, thank you.
David Schonbrunn	Public Comment		Mooring	2	The Plan is based on the fundamentally flawed assumption that eelgrass can only be protected by preventing boats from anchoring in it. The RBRA's Ecologically-based Mooring Feasibility Study for Richardson's Bay demonstrated that properly designed permanent mooring sites would protect the eelgrass, enabling the peaceful coexistence of mariners and eelgrass.	A mooring plan is not being considered at this time but this comment is received. Additionally, the Mooring Feasibility Study did not analyze the impacts of mooring within the eelgrass beds of Richardson's Bay.
David Schonbrunn	Public Comment		Social	3	The Plan's social impacts must be analyzed, at least in part to determine whether it would have an unconstitutional impact on a protected group.	The EPMP does not propose changes to length-of-stay for vessels in Richardson's Bay, rather the location of where they are anchoring. In that way, implementation of the EPMP itself does not impact the class of mariners you describe. Implementation of other aspects of the RBRA's Transition Plan <i>does</i> impact that group of mariners and we encourage you to provide these comments within that context. However, no protected groups/classes have been identified as being disproportionately impacted by the RBRA's Transition Plan.

David Schonbrunn	Public Comment		Social	4	<p>The draft Plan was only possible because the facilitated listening sessions, as described on pp.8-9 of the Plan, did not include any mariners. Knowing full well that the resulting Plan would be an assault on this group's way of life, it was incumbent on the Plan's preparers to make extraordinary efforts to acquire input from mariners.</p>	<p>Page 9 of the plan describes the additional efforts made to specifically to engage mariners in the facilitated listening sessions (including, for example, hosting sessions timed to coincide with the free lunch at Sausalito Presbyterian attended by many mariners).</p> <p>Though there was no participation by the mariners in these sessions, we did use feedback provided by this group during the 2018/2019 RBRA meetings to develop the Transition Plan. This included information regarding the importance of shore access, water quality, and continued space for anchoring in Richardson's Bay, all of which were addressed in the EPMP.</p> <p>If there is additional input from the mariner community that you feel has not been considered, please provide.</p>
David Schonbrunn	Public Comment		Social	5	<p>Given the recent escalation in armed boardings, I believe it is time to urgently reevaluate RBRA's direction. I would participate in a policy review, if invited.</p>	<p>Received, thank you.</p>
Frank Shinneman	Public Comment		Anchoring	1	<p>The plan's primary focus is the elimination of anchoring within Richardson Bay.</p>	<p>The plan does not propose the elimination of all anchoring in Richardson's Bay. Instead, the plan proposes an "Anchoring Zone" and a "No anchoring zone" based on the presence/absence of existing eelgrass resources.</p>
Frank Shinneman	Public Comment		Water Quality	2	<p>The plan does not address the previous and continuing damage from many existing (non-anchoring) causes such as nutrient pollution, dredging, overwater construction, spilled oil and herbicides.</p>	<p>The RBRA does not have jurisdiction over land use surrounding Richardson's Bay (e.g., nutrients, herbicides). Therefore, the EPMP is focused on the geography of RBRA's jurisdiction (the water). However, the updated EPMP will include more recommendations on water quality monitoring.</p> <p>If an action has a permit from the appropriate regulatory agency (e.g., dredging, overwater construction), RBRA does not have authority to require mitigation for impacts so these actions were not included in the EPMP.</p> <p>Mitigation for oil spills is beyond the scope of RBRA's jurisdiction.</p>
Frank Shinneman	Public Comment		Eelgrass	3	<p>the local, national and world impact of Richardson Bay eelgrass restoration has potential for only minor impact on commerce, recreation and area ecology.</p>	<p>Richardson's Bay regularly supports more than 90% of all spawning biomass of Pacific herring in the San Francisco Bay Estuary and provides migratory resting/feeding/staging areas for tens of thousands of migratory waterbirds. The local, national, and international importance of Richardson's Bay is significant, and it relies on healthy eelgrass systems to function.</p>

Frank Shinneman	Public Comment		Anchoring	4	This is plainly an Anchor-Out Eradication plan masquerading as environmental restoration.	Impacts from anchor scour are the largest demonstrated and ongoing impact to existing eelgrass resources in Richardson's Bay and are therefore the primary focus of this plan.
Ann Thomas		Marin Baylands Advocates	General	1	In order to protect this critical resource and the other natural resources of Richardson's Bay, the anchor-out vessels must be removed from eelgrass beds and from the Bay.	Received, thank you.
Ann Thomas		Marin Baylands Advocates	Anchoring	2	The Plan only recommends that 90% of the eelgrass area be protected, leaving 10% available for mooring. Why a smaller area would not be sufficient space in which to anchor the short-term vessels should be explained. Is it the intent of the Plan to accommodate permanent anchor-outs?	The 90% protection plan was designed to balance eelgrass protection with accommodation of short term vessels and utilization of existing channel markers/feasibility of implementation. The updated EPMP will include acreage calculations and estimated carrying capacity for short term vessels in the proposed anchoring area. The EPMP does not address permanent anchoring in Richardson's Bay, which is being addressed elsewhere in the RBRA's Transition Plan.
Ann Thomas		Marin Baylands Advocates	Eelgrass	3	An Eelgrass Protection Plan should protect all of the eelgrass as in Alternative B.	Received, thank you.
Ann Thomas		Marin Baylands Advocates	Restoration	4	The Plan should include a commitment to restore eelgrass crop circles to mitigate for the 80 acres that have been destroyed. The Plan only includes partial protection and monitoring of natural processes.	Restoration opportunities are currently in discussion but are still in the early phases. A Restoration Plan will likely need to be developed in the future.
Robert Tillman	Public Comment		General	1	My wife, Christy, and I strongly support the RBRA's Draft Eelgrass Protection and Management Plan. We feel that that the time has come to clean up the Richardson's Bay environment and to preserve it for future generations. We also strongly support the actions of Harbormaster Curtis Havel in upholding the law and urge you to take all possible actions in protecting his safety in doing so.	Received, thank you.
Andrew Weltz	Nearshore and Bay Management Project	California Dept. Fish and Wildlife	General	1	I think the caption for figure eight should be 'Herring spawning events, depositional data (2013-2020).	This correction will be made in the updated EPMP.
Andrew Weltz	Nearshore and Bay Management Project	California Dept. Fish and Wildlife	Water Quality	2	I think the rationale for the location of the no-anchor zone is solid, I like the simplicity of two zones, and I'm glad to see the herring data can help support this (also, it was nice to see an alternative presented). The adaptive management and monitoring measures are also good.	Received, thank you.

Andrew Weltz	Nearshore and Bay Management Project	California Dept. Fish and Wildlife	Water Quality	<p>I do think more attention could be paid to water quality issues associated w/ storm runoff and sewage outflow associated w/ storm events in the winter when herring are spawning.</p> <p>...</p> <p>Perhaps the plan could call for an increase in water quality testing beyond the 2x/year indicated in the draft report, with some focus on evaluating WQ impacts from storm runoff and sewage outflow events specifically...it would be great to see Marin County do more to address the municipal water issues that are likely causing unassessed impacts in Richardson Bay.</p>	<p>The RBRA does not have jurisdiction over land use surrounding Richardson's Bay (i.e., much of what contributes to the water quality issues you describe). However, the updated EPMP will include more recommendations on water quality monitoring and evaluation.</p>
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