



City of San Leandro

Meeting Date: March 15, 2021

Staff Report

File Number: 21-035 **Agenda Section:** CONSENT CALENDAR

Agenda Number: 8.B.

TO: City Council

FROM: Fran Robustelli
Interim City Manager

BY: Keith Cooke
Engineering & Transportation Director

FINANCE REVIEW: Susan Hsieh
Finance Director

TITLE: Staff Report for a City of San Leandro City Council Resolution to Approve and Authorize the Interim City Manager to Accept and Appropriate Grant Funds of \$514,500 from the San Francisco Bay Restoration Authority for a Planning Study for the Long Beach Restoration Project

SUMMARY AND RECOMMENDATIONS

The City was awarded grant funds from the San Francisco Bay Restoration Authority (SFBRA) of \$514,500 to conduct environmental studies and community engagement, prepare a 35% complete conceptual design of the preferred alternative, develop a cost estimate, and identify permitting needs for the restoration of the Long Beach within the Robert's Landing Shoreline area.

Staff recommends the City Council approve and authorize the Interim City Manager to accept and appropriate \$514,500 in grant funds from SFBRA for the subject project.

BACKGROUND

In fall 2020, SFBRA awarded the City of San Leandro \$514,5000 in Measure AA grant funding to perform design studies of the Robert's Landing Shoreline Long Beach Restoration project. The grant will provide for planning studies of the restoration work, including environmental studies and community engagement, to prepare 35% complete conceptual design of the preferred alternative, to develop a cost estimate, and to identify permitting needs for the restoration.

The proposed project is a multi-phased project that begins with a planning study, which will result in conceptual plans and an engineering cost estimate. It is anticipated that successful completion of the proposed planning studies will result in grant funding for the restoration project.

Identifying appropriate restoration options for the beach is the primary focus of this study. Beach

erosion has visibly impacted the beach's ability to sustain native species, and identifying an appropriate rehabilitation project is crucial to the reestablishment of some of the critical or endangered animal and plants species in the area, such as Least Tern fledglings, Western Snowy Plovers and Suaeda californica, a rare plant native to this habitat.

The scope of this planning study includes evaluation of appropriate restoration options for the beach, public meetings with stake holders, identifying permitting needs, and developing a 35% conceptual design and associated cost estimate.

Analysis

The City was awarded \$514,500 in grant funds to perform planning design for the Roberts Landing and Long Beach Restoration project by SFBRA; there are no City matching funds required.

The Roberts Landing shoreline in the vicinity of Long Beach has suffered greatly from erosion due to sea level rise, intense winter storms during high tides, and natural tidal patterns. Failure to rehabilitate Long Beach will result in the loss of one of the very last remaining sand spit beaches in the Bay.

If the City Council authorizes the Interim City Manager to execute the grant agreement with SFBRA, staff will proceed with the planning studies, which may potentially result in future grant funds for restoration of Long Beach.

Current Agency Policies

- Maintain and enhance San Leandro's infrastructure
- Support and implement programs, activities and strengthen communication that enhances the quality of life and wellness, celebrates the arts and diversity and promotes civic pride

Applicable General Plan Policies

- Policy OSC-1.2 Park Maintenance. Provide for the regular, systematic maintenance of San Leandro's parks and recreational facilities to prevent deterioration, ensure public safety, and permit continued public use and enjoyment.

Permits and/or Variances Granted

Permits will be obtained from the following agencies before the construction of this project:

- Army Corps of Engineers (including consultations with the National Fish and Wildlife Service)
- Bay Conservation and Development Commission (BCDC)
- San Francisco Bay Regional Water Quality Control Board (RWQCB).

Environmental Review

Environmental review for this project will be performed per the California Environmental Quality Act (CEQA).

Summary of Public Outreach Efforts

- Several public meetings are anticipated as part of the planning studies for the project.

Fiscal Impacts

Execution of the agreement will provide \$514,500 in funds for the planning studies; no matching funds are required for this grant.

Budget Authority

Appropriations requested by this action:

Source	Account No.	Amount
<u>Grant Funds</u>	<u>150-42-152</u>	<u>\$514,500</u>
Total Proposed Project Funding:		\$514,500

Attachment to Staff Report

- SFBRA Certificate of Adoption of Resolution

Attachment to Related Legislative Files

- Draft Funding Grant Agreement

PREPARED BY: Austine Osakwe, Senior Engineer, Engineering and Transportation Department

**SAN FRANCISCO BAY RESTORATION AUTHORITY
CERTIFICATION OF ADOPTION OF RESOLUTIONS**

I, Anulika White, Clerk of the Governing Board, certify that on December 04, 2020, the San Francisco Bay Restoration Authority Governing Board adopted the following resolutions:

1. Long Beach Restoration Design Project

“The San Francisco Bay Restoration Authority hereby authorizes the disbursement of an amount not to exceed five hundred fourteen thousand and five hundred dollars (\$514,500) to the City of San Leandro to conduct environmental studies and community engagement, prepare a 35% complete conceptual design of the preferred alternative, develop a cost estimate, and identify permitting needs for the restoration of Long Beach, located in the City of San Leandro in Alameda County.

Prior to commencement of the project, the grantee shall submit for the review and written approval of the Executive Officer of the Authority the following:

1. A detailed work program, schedule, and budget.
2. Names and qualifications of any contractors to be employed in carrying out the project.
3. A plan for acknowledgement of Authority funding.”

“Based on the accompanying staff report and attached exhibits, the San Francisco Bay Restoration Authority hereby finds that:

1. The proposed authorization is consistent with The San Francisco Bay Restoration Authority Act, Gov. Code Sections 66700-66706.
2. The proposed authorization is consistent with The San Francisco Bay Clean Water, Pollution Prevention and Habitat Restoration Measure (Measure AA).”

2. Hayward Marsh Restoration Project

“The San Francisco Bay Restoration Authority hereby authorizes the disbursement of an amount not to exceed five-hundred thousand dollars (\$500,000) to the East Bay Regional Parks District to conduct environmental studies and prepare environmental documentation under CEQA, conduct community engagement, develop design alternatives, prepare a 35% conceptual design of the preferred alternative, and prepare permit applications for the Hayward Marsh Restoration project, located in the City of Hayward in Alameda County.


Prior to commencement of the project, the grantee shall submit for the review and written approval of the Executive Officer of the Authority the following:

1. A detailed work program, schedule, and budget.
2. Names and qualifications of any contractors to be employed in carrying out the project.

3. A plan for acknowledgement of Authority funding.
4. Staff further recommends that the Authority adopt the following findings:

“Based on the accompanying staff report and attached exhibits, the San Francisco Bay Restoration Authority hereby finds that:

1. The proposed authorization is consistent with The San Francisco Bay Restoration Authority Act, Gov. Code Sections 66700-66706.
2. The proposed authorization is consistent with The San Francisco Bay Clean Water, Pollution Prevention and Habitat Restoration Measure (Measure AA).

DocuSigned by:

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Anulika White, Clerk
San Francisco Bay Restoration Authority

12/4/2020

Date



City of San Leandro

Meeting Date: March 15, 2021

Resolution - Council

File Number: 21-036

Agenda Section: CONSENT CALENDAR

Agenda Number:

TO: City Council

FROM: Fran Robustelli
Interim City Manager

BY: Keith Cooke
Engineering & Transportation Director

FINANCE REVIEW: Susan Hsieh
Finance Director

TITLE: RESOLUTION of the City of San Leandro City Council to Approve and Authorize the Interim City Manager to Accept and Appropriate Grant Funds of \$514,500 from the San Francisco Bay Restoration Authority for a Planning Study for the Long Beach Restoration Project (provides for the acceptance and appropriation of grant funds from San Francisco Bay Restoration Authority for a planning study for the Long Beach Restoration project within the Roberts Landing Shoreline area)

WHEREAS, the San Francisco Bay Restoration Authority (SFBRA) granted the City of San Leandro \$514,500 in Measure AA grant funds for a planning study for the Long Beach Restoration project within the Roberts Landing Shoreline area; and

WHEREAS, a funding agreement between the City of San Leandro and SFBRA was presented to this City Council; and

WHEREAS, the City Council is familiar with the contents thereof, and the Interim City Manager recommends acceptance of the grant funds and approval of the agreement.

NOW, THEREFORE, the City of San Leandro City Council does RESOLVE as follows:

1. That the City Council approves and the Interim City Manager is hereby authorized to accept said grant funds of \$514,500, and that such funds are hereby appropriated; and
2. That the Interim City Manager is authorized to make non-substantial revisions to said agreement, subject to the approval of the City Attorney; and
3. That the Interim City Manager is authorized to execute said agreement; and
4. That the original executed agreement, as amended, shall be attached to and made a part of this resolution.



AGREEMENT NUMBER SFB0026-RA021	AM. NO.
TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NO. 94-6000421	

STANDARD AGREEMENT

(RA 3/2018)

THIS AGREEMENT, made and entered into this _____ day of _____, 2021 in the State of California, by and between the San Francisco Bay Restoration Authority, a regional public entity, through its duly appointed

TITLE OF OFFICER ACTING FOR PUBLIC ENTITY Executive Officer	PUBLIC ENTITY San Francisco Bay Restoration Authority	, hereafter called the Authority, and
GRANTEE'S NAME City of San Leandro		, hereafter called the Grantee.

The Grantee and the Authority hereby agree as follows:



I. SCOPE OF AGREEMENT

Pursuant to the San Francisco Bay Restoration Authority Act, California Government Code 66700-66706, the San Francisco Bay Restoration Authority (“the Authority”) hereby grants to the City of San Leandro (“the grantee”) a sum not to exceed \$514,500 (five hundred fourteen thousand five hundred dollars), subject to this agreement. The grantee shall use these funds to prepare a restoration design plan (“the project”) for the shoreline area, named Long Beach, of San Leandro/Alameda County, as shown on Exhibit A, which is incorporated by reference and attached.

(Continued on following pages)


The provisions on the following pages constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

GRANTOR		GRANTEE	
AGENCY San Francisco Bay Restoration Authority		GRANTEE (If other than an individual, state whether a corporation, partnership, etc.) City of San Leandro	
BY (Authorized Signature) 		BY (Authorized Signature) 	
PRINTED NAME AND TITLE OF PERSON SIGNING Samuel Schuchat, Executive Officer		PRINTED NAME AND TITLE OF PERSON SIGNING Frances Robustelli	
ADDRESS & PHONE NUMBER 1515 Clay Street, 10th Floor Oakland, CA 94612 Phone: (510) 286-1015		ADDRESS 835 East 14th Street San Leandro, CA 94577 Phone No.: (510) 577-3486	

AMOUNT ENCUMBERED BY THIS DOCUMENT \$514,500.00	PROGRAM/CATEGORY (CODE AND TITLE) Measure AA
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$-0-	WORK ITEM NUMBER 441-1780-19-5850
TOTAL AMOUNT ENCUMBERED TO DATE \$514,500.00	PROJECT NAME Long Beach Restoration Design Project

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

PRINTED NAME AND TITLE OF PERSON SIGNING	SIGNATURE 	DATE
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GRANTEE ACCOUNTING PROJECT MANAGER AGREEMENT FILE

The project consists of forming a technical advisory group, hiring a contractor to conduct the appropriate environmental studies, conducting community engagement, preparing a 35% complete conceptual design of the preferred alternative, developing a cost estimate for construction and maintenance, and identifying permitting needs for the restoration of Long Beach.

The grantee shall carry out the project in accordance with this agreement. The grantee shall provide any funds beyond those granted under this agreement that are needed to complete the project.

II. CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT

The grantee shall not commence the project and the Authority shall not be obligated to disburse any funds under this agreement until the following conditions precedent have been met:

1. The City Council of the grantee has adopted a resolution designating positions whose incumbents are authorized to negotiate and execute this agreement and amendments to it on behalf of the grantee.
2. The Executive Officer of the Authority (“Executive Officer”) has approved in writing:
 - a. The work program for the project as provided in section “VI. WORK PROGRAM.”
 - b. All contractors that the grantee intends to retain in connection with the project.
 - c. A plan for acknowledging Authority funding of the project as described in section “VIII. WORK PRODUCTS AND ACKNOWLEDGMENT OF AUTHORITY SUPPORT.”
3. The grantee has provided written evidence to the Authority that:
 - a. The grantee has provided for required insurance coverage, including additional insured endorsement, as described in section “XIV. INSURANCE.”

III. ADDITIONAL GRANT CONDITIONS

The grantee shall also meet the following conditions:

1. The Publication of Project Information. The grantee shall upload project information, including periodic monitoring data, to the project tracker for “EcoAtlas”, an online database and web-based viewer of stream and wetland maps, restoration information, and monitoring results (currently available at <http://ptrack.ecoatlas.org/>), to track project information and aggregate data.
2. Using the Lessons Learned Report form provided by the Authority and in accordance with the deadline set forth in section “XI. PROJECT COMPLETION,” the grantee shall submit a report describing whether the project met the project goals and information learned from project implementation that could help others more effectively implement similar projects.

IV. TERM OF AGREEMENT

This agreement will take effect when signed by both parties. The Authority will sign last and will insert the date it signs on the first page, which date will be deemed the effective date. This agreement may be signed electronically using a process specified by the Authority.

This agreement shall run from its effective date through June 1, 2023 (“the termination date”) unless otherwise terminated or amended as provided in this agreement. However, all work shall be completed by March 1, 2023 (“the completion date”).

The grantee shall deliver a final Request for Disbursement to the Authority no later than May 1, 2023.

V. AUTHORIZATION

The signature of the Executive Officer of the Authority on this agreement certifies that at its December 4, 2020 meeting, the Authority adopted the resolution included in the staff recommendation attached as Exhibit B. This agreement is executed under that authorization.

Standard Provisions

VI. WORK PROGRAM

Before beginning the project, the grantee shall submit a detailed work program to the Executive Officer for review and written approval of its consistency with this grant agreement. The work program shall include:

1. The specific tasks to be performed.
2. A schedule of completion for the project, specifically listing the completion date for each project component and a final project completion date.
3. A detailed project budget. The project budget shall describe all labor and materials costs of completing each component of the project. For each project component, the project budget shall list all intended funding sources including the Authority's grant and all other sources of monies, materials, or labor.

If all or any part of the project to be funded under this agreement will be performed by third parties ("contractors") under contract with the grantee, the grantee shall submit to the Executive Officer for review and approval the names and qualifications of the contractors.

The work program shall have the same effect as if included in the text of this agreement. However, the work program may be modified without amendment of this agreement upon the grantee's submission of a modified work program and the Executive Officer's written approval of it. If this agreement and the work program are inconsistent, the agreement shall control.

The grantee shall carry out the project in accordance with the approved work program.

VII. COORDINATION AND MEETINGS

The grantee shall coordinate closely with Authority staff and other involved entities, including local, state and federal agencies, and shall participate in meetings and other communications as necessary to ensure coordination.

VIII. WORK PRODUCTS AND ACKNOWLEDGMENT OF AUTHORITY SUPPORT

All material, data, information, and written, graphic or other work produced, developed or acquired under this agreement is subject to the unqualified and unconditional right of the Authority to use, reproduce, publish, display, and make derivative use of all such work, or any part of it, free of charge and in any manner and for any purpose; and to authorize others to do so. If any of the work is subject to copyright, trademark, service mark, or patent, the Authority is granted and shall have a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of derivative works, and display and perform the work, or any part of it, and to grant to any third party a comparable and coextensive sublicense.

The grantee shall include in any contract with a third party for work under this agreement terms that preserve the rights, interests, and obligations created by this section, and that identify the Authority as a third-party beneficiary of those provisions.

The grantee shall not utilize the work produced under this agreement for any profit-making venture, nor sell or grant rights to a third party for that purpose.

In order to acknowledge the Authority's support of the project, the Authority's name and logo shall be included in the final report in a prominent location. The grantee shall mention the Authority's support in its project-related press releases, contacts with the media, and social media postings, and on its website.

IX. COSTS AND DISBURSEMENTS

When the Authority determines that all conditions in section "II. CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT" have been fully met, the Authority shall disburse to the grantee a total amount not to exceed the amount of this grant, in accordance with the approved project budget and this section.

The withholding for this agreement is ten percent. The Authority shall disburse funds for costs incurred to date, less ten percent, upon the grantee's satisfactory progress under the approved work program and upon submission of a "Request for Disbursement" form, which shall be submitted no more frequently than monthly but no less frequently than quarterly. The Authority's fiscal year ends on June 30. For all costs the grantee incurs through the end of the Authority's fiscal year, Requests for Disbursement shall be submitted by July 20th. The Authority shall disburse the ten percent withheld upon the grantee's satisfactory completion of the project and

compliance with section “XI. PROJECT COMPLETION,” and upon the Authority’s acceptance of the project.

The Authority will reimburse the grantee for expenses necessary to the project when documented by appropriate receipts. Hourly rates billed to the Authority shall be equal to the actual compensation paid by grantee to employees, which may include employee benefits. The grantee shall require its employees to keep records of their time spent on the project for purposes of documenting the employee time billed to the Authority. The Authority will reimburse travel and related expenses at actual costs not to exceed the state employee rates as identified on the California Department of Human Resources (CalHR) website under travel reimbursements for state employees. The Authority may reimburse in excess of the state employee rates upon documentation that these rates are not reasonably available to the grantee.

The grantee shall request disbursements by filing with the Authority a fully executed “Request for Disbursement” form (available from the Authority). 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 form shall also indicate cumulative expenditures to date, expenditures during the reporting period, and the unexpended balance of funds under the grant agreement.

An authorized representative of the grantee shall sign the form. Each form shall be accompanied by:

1. All receipts and any other source documents for direct expenditures and costs that the grantee has incurred.
2. Invoices from contractors that the grantee engaged to complete any portion of the work funded under this agreement and any receipts and any other source documents for costs incurred and expenditures by any such contractor, unless the Executive Officer makes a specific exemption in writing.
3. A progress report summarizing the current status of the project and the work for which the grantee is requesting disbursement.

The grantee’s failure to fully execute and submit a Request for Disbursement form, including attachment of supporting documents, will relieve the Authority of its obligation to disburse funds to the grantee unless and until the grantee corrects all deficiencies.

X. EXPENDITURE OF FUNDS AND ALLOCATION OF FUNDING AMONG BUDGET ITEMS

No increase in the total amount of this grant will be valid unless set forth in a written amendment to this agreement. The grantee shall expend funds consistent with the approved project budget. Expenditure on items contained in the approved project budget, other than overhead and indirect costs, may vary by as much as ten percent without prior approval by the Executive Officer, provided that the grantee first submits a revised budget to the Authority and requests disbursement based on the revised budget. Any deviation greater than ten percent, and any deviation that shifts funds from approved budget items into an overhead or indirect costs category, must be identified in a revised budget approved in advance and in writing by the Executive Officer. The Authority may withhold payment for items that exceed the amount allocated in the project budget by more than ten percent and which have not received the approval required above. Any increase in the funding for any particular budget item shall mean a decrease in the funding for one or more other budget items unless there is a written amendment to this agreement.

XI. PROJECT COMPLETION

The grantee shall complete the project by the completion date provided in section “IV. TERM OF AGREEMENT.” Upon completion of the project, the grantee shall supply the Authority with evidence of completion by submitting the following by the final Request for Disbursement date set forth in section “IV. TERM OF AGREEMENT”:

1. The plan and any other work products specified in the work program for the project, each in a format or formats (for example, paper, digital, photographic) approved by the Executive Officer.
2. A fully executed final “Request for Disbursement.” A “final Request for Disbursement” means a Request for Disbursement that includes the withheld amounts and all remaining amounts for which grantee is entitled to seek payment, if any, pursuant to this agreement.
3. The Lessons Learned Report.

The Authority shall determine whether the grantee has satisfactorily completed the project. If so, the Authority shall issue to the grantee a letter of acceptance of the project. The project shall be deemed complete as of the date of the letter.

XII. EARLY TERMINATION, SUSPENSION AND FAILURE TO PERFORM

Before the project has commenced, either party may terminate this agreement for any reason by providing the other party with seven days notice in writing.

Before the project is complete, the Authority may terminate or suspend this agreement for any reason by providing the grantee with seven days notice in writing. In either case, the grantee shall immediately stop work under the agreement and take all reasonable measures to prevent further costs to the Authority. The Authority shall be responsible for any reasonable and non-cancelable obligations incurred by the grantee in the performance of this agreement prior to the date of the notice to terminate or suspend, but only up to the undisbursed balance of funding authorized in this agreement. Any notice suspending work under this agreement shall remain in effect until further written notice from the Authority authorizes work to resume.

If the grantee fails to complete the project as required, 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 Authority of all amounts disbursed by the Authority under this agreement. The Authority may consider extenuating circumstances and not require repayment for work partially completed. This paragraph shall not be deemed to limit any other remedies the Authority may have for breach of this agreement.

Before the project is complete, the grantee may terminate this agreement for any reason by providing the Authority with seven days notice in writing and repaying to the Authority all amounts disbursed by the Authority under this agreement. The Authority may consider extenuating circumstances and allow early termination without repayment for work partially completed.

On or before the date of termination of the agreement under this section, whether terminated by the grantee or the Authority, the grantee shall provide the Authority with all work, material, data, information, and written, graphic or other work produced, developed or acquired under this agreement (whether completed or partial), in appropriate, readily useable form.

The parties expressly agree to waive, release and relinquish the recovery of any consequential damages that may arise out of the termination or suspension of this agreement under this section.

The grantee shall include in any agreement with any contractor retained for work under this agreement a provision that entitles the grantee to suspend or terminate the agreement with the contractor for any reason on written notice and on the same terms and conditions specified in this section.

XIII. INDEMNIFICATION AND HOLD HARMLESS

The grantee shall indemnify and hold harmless the Authority, its officers, agents and employees from any and all losses, liabilities, claims, demands, damages, or costs, including without limitation litigation costs and attorneys fees (collectively “the Losses”), resulting from or arising out of the willful or negligent acts or omissions of the grantee, its officers, agents, contractors, subcontractors and employees, or in any way connected with or arising out of this agreement, except to the extent the Losses arise out of the active negligence or misconduct of the Authority, its officers, agents or employees. The duty of the grantee to indemnify and hold harmless includes the duty to defend as provided in Civil Code Section 2778. This agreement supersedes any right the grantee may have as a public entity to indemnity and contribution as provided in Gov. Code Sections 895 et seq.

The grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the Authority, its officers, agents or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this agreement.

Nothing in this agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this agreement.

XIV. INSURANCE

Throughout the term of this agreement, the grantee shall procure and 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.

As an alternative, with the written approval of the Executive Officer, the grantee may satisfy the coverage required by this section in whole or in part through: (a) its contractors’ procurement and maintenance of insurance for work under this agreement, if the coverage otherwise fully satisfies the requirements of this section; or (b) the grantee’s participation in a “risk management” plan, self insurance program or insurance pooling arrangement, or any combination of these, if consistent with the coverage required by this section.

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

- a. Insurance Services Office (“ISO”) Commercial General Liability coverage, occurrence basis (Form CG 00 01) or comparable.

- 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, and Employer's Liability insurance.
2. Minimum Limits of Insurance. Grantee shall maintain coverage limits no less than:
- a. General Liability: *(Including operations, products and completed operations, as applicable)* \$2,000,000 per occurrence for bodily injury, personal injury 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. Worker's Compensation and Employer's Liability: Worker's compensation as required by law and Employer's Liability of no less than \$1,000,000 per accident for bodily injury or disease.
 - d. Watercraft Liability (for private vessel) coverage, if required under 1.d., above:
 - In the following amounts:
 - a. Vessels under 30 ft.: \$1,000,000 combined single limit.
 - b. Vessels over 30 ft. or vessel involved in research: \$2,000,000 combined single limit.
3. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Officer.
4. Required Provisions Concerning the Authority.
- a. Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party, except after thirty days' prior written notice by first class mail has been given to the Authority; or in the event of cancellation of coverage due to nonpayment, after ten days prior written notice to the Authority. The grantee shall notify the Authority within two days of receipt of notice

that any required insurance policy will lapse or be cancelled. At least ten days before an insurance policy held by the grantee lapses or is cancelled, the grantee shall provide the Authority with evidence of renewal or replacement of the policy.

- b. The grantee hereby grants to the Authority, its officers, agents, employees, and volunteers, a waiver of any right to subrogation which any insurer of the grantee may acquire against the Authority, its officers, agents, employees, and volunteers, by virtue of the payment of any loss under such insurance. Grantee agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the grantee has received a waiver of subrogation endorsement from the insurer.
 - c. The general liability and automobile liability policies are to contain, or to be endorsed to contain, the following provisions:
 - i. The Authority, its officers, agents and employees are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the grantee; and with respect to liability arising out of work or operations, including completed operations, performed by or on behalf of the grantee including materials, parts or equipment furnished in connection with such work or operations.
 - ii. For any claims related to this agreement, the grantee's insurance coverage shall be primary insurance with respect to the Authority, its officers, agents and employees, and not excess to any insurance or self-insurance of the Authority.
 - iii. The limits of the additional insured coverage shall equal the limits of the named insured coverage regardless of whether the limits of the named insurance coverage exceed those limits required by this agreement.
 - d. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
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 or, in the alternative, acceptable to the Authority and approved in writing by the Executive Officer.

6. Verification of Coverage. The grantee shall furnish the Authority with original certificates and amendatory endorsements, or copies of the applicable policy language, effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Executive Officer before work commences. The Authority reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage, at any time.
7. Contractors. The grantee shall include all contractors as insureds under its policies or shall require each contractor to provide and maintain coverage consistent with the requirements of this section. To the extent generally available, grantee shall also require each professional contractor to provide and maintain errors and omissions liability insurance appropriate to the contractor's profession and in a reasonable amount in light of the nature of the project with a minimum limit of liability of \$1,000,000.
8. Premiums and Assessments. The Authority is not responsible for premiums and assessments on any insurance policy.

XV. AUDITS/ACCOUNTING/RECORDS

The grantee shall maintain financial accounts, documents, and records (collectively, "required records") relating to this agreement, in accordance with the guidelines of "Generally Accepted Accounting Principles" ("GAAP") published by the American Institute of Certified Public Accountants. The required records include, without limitation, evidence sufficient to reflect properly the amount, receipt, deposit, disbursement of all funds related to work under the agreement, and time and effort reports that permit tracing from the request for disbursement forms to the accounting records and to the supporting documentation.

Additionally, the Authority or its agents may review, obtain, and copy all required records. The grantee shall provide the Authority or its agents with any relevant information requested and shall permit the Authority or its agents access to the grantee's premises upon reasonable notice, during normal business hours, to interview employees and inspect and copy books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this agreement and any applicable laws and regulations.

The grantee shall retain the required records for a minimum of three years following final disbursement by the Authority. The records shall be subject to examination and audit by the Authority and the California State Auditor during the retention period.

If the grantee retains any contractors to accomplish any of the work of this agreement, the grantee shall first enter into an agreement with each contractor requiring the contractor to meet the terms of this section and to make the terms applicable to all subcontractors.

The Authority may disallow all or part of the cost of any activity or action that it determines to be not in compliance with the requirements of this agreement.

XVI. COMPUTER SOFTWARE

The grantee certifies that it has instituted and will employ systems and controls appropriate to ensure that, in the performance of this contract, Authority funds will not be used for the acquisition, operation or maintenance of computer software in violation of copyright laws.

XVII. NONDISCRIMINATION

During the performance of this agreement, the grantee and its contractors shall not deny the agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The grantee shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. The grantee and contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the Authority to implement such article. The grantee shall permit access by representatives of the Department of Fair Employment and Housing and the Authority upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the Authority shall require to ascertain compliance with this clause. The grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

The grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts to perform work under this agreement.

XVIII. AMERICANS WITH DISABILITIES ACT

By signing this agreement, grantee certifies that it is in compliance with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C., 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

XIX. PREVAILING WAGE

Work done under this grant agreement may be subject to the prevailing wage and other related requirements of the California Labor Code, Division 2, Part 7, Chapter 1, sections 1720-1861. If required by law to do so, the grantee shall pay prevailing wage to all persons employed in the performance of any part of the project and otherwise comply with all associated requirements and obligations.

XX. INDEPENDENT CAPACITY

The grantee, and the agents and employees of the grantee, in the performance of this agreement, will be acting in an independent capacity and not as officers or employees or agents of the Authority.

XXI. ASSIGNMENT

Without the written consent of the Executive Officer, this agreement is not assignable by the grantee in whole or in part.

XXII. TIMELINESS

Time is of the essence in this agreement.

XXIII. EXECUTIVE OFFICER'S DESIGNEE

The Executive Officer shall designate an Authority project manager who shall have authority to act on behalf of the Executive Officer with respect to this agreement. The Executive Officer shall notify the grantee of the designation in writing.

XXIV. AMENDMENT

Except as expressly provided in this agreement, no change in this agreement shall be valid unless made in writing and signed by the parties to the agreement. No oral understanding or agreement not incorporated in this agreement shall be binding on any of the parties.

XXV. SURVIVAL

The obligations in sections “VIII. WORK PRODUCTS AND ACKNOWLEDGMENT OF AUTHORITY SUPPORT” and “XIII. INDEMNIFICATION AND HOLD HARMLESS” survive the termination of this agreement.