

HAYWARD AREA SHORELINE PLANNING AGENCY

RESOLUTION NO. 18-\_\_

Introduced by Trustee \_\_\_\_\_

RESOLUTION TO AUTHORIZE THE HAYWARD AREA SHORELINE PLANNING AGENCY TO ACCEPT AN ADAPTATION PLANNING GRANT FROM THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR \$509,000, AND TO NEGOTIATE AND EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE MEMBER AGENCIES TO COMPLETE THE HAYWARD REGIONAL SHORELINE MASTER PLAN

WHEREAS, the Hayward Area Shoreline Planning Agency (HASPA) has submitted an application to the California Department of Transportation (Caltrans) for grant funding to complete the Hayward Regional Shoreline Master Plan (herein referred to as Plan); and

WHEREAS, HASPA was formed pursuant to the December 7, 1970 Joint Exercise of Powers Agreement, for the purpose, among others, of preparing a comprehensive statement of planning policies for the area referred to as the Hayward Regional Shoreline; and

WHEREAS, the Plan supports the expressed purpose of HASPA, which is to coordinate planning activities and adopt and carry out policies for the improvement of the Hayward Regional Shoreline for future generations; and

WHEREAS, on May 11, 2018, Caltrans selected HASPA's Plan proposal for funding by Caltrans' Road Maintenance and Rehabilitation Account and Public Transportation Account in the amount of \$509,000; and

WHEREAS, the City of Hayward is the HASPA Treasurer per the terms of the HASPA Joint Exercise Powers Agreement and as such the City will manage the grant funds on behalf of HASPA.

NOW, THEREFORE, BE IT RESOLVED that HASPA hereby supports the City's receipt of grant funds on behalf of HASPA for preparation of the Plan.

BE IT FURTHER RESOLVED that HASPA authorizes the Board of Trustees or designees to negotiate and execute a Memorandum of Understanding between the member agencies, the City of Hayward, Hayward Area Recreation and Park District and East Bay Regional Park District, to provide the required local match through in-kind-services; and

BE IT FURTHER RESOLVED that HASPA authorizes the Board of Trustees or designees to negotiate and execute agreements with Caltrans necessary to effectuate the acceptance of grant funds for the Plan as referenced in this resolution.

HAYWARD, CALIFORNIA \_\_\_\_\_, 2018

ADOPTED BY THE FOLLOWING VOTE:

AYES:            TRUSTEES:

NOES:           TRUSTEES:

ABSTAIN:       TRUSTEES:

ABSENT:        TRUSTEES:

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Al Mendall, Chair of the HASPA Board of Trustees

# **Memorandum of Understanding**

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Between

CITY OF HAYWARD (CITY)

And

EAST BAY REGIONAL PARK DISTRICT (EBRPD)

And

HAYWARD AREA RECREATION AND PARK DISTRICT (HARD)

## **RECOGNITION**

On the \_\_\_\_ day of \_\_\_\_\_, 2018, authorized representatives of City of Hayward (CITY), Hayward Area Recreation and Park District (HARD), and East Bay Regional Park District (EBRPD) (and collectively, "Parties") made and entered into this Memorandum of Understanding.

## **RECITALS**

WHEREAS, the Hayward Area Shoreline Planning Agency (HASPA) was established by the Parties in 1970 to plan for, preserve, and protect the Hayward shoreline; and

WHEREAS, in January 2016 the Parties agreed to renew the HASPA Joint Exercise of Powers Agreement to January 1, 2021 for the purpose of planning and preparing for sea level rise; and

WHEREAS, the Parties mutually recognize the need for a Shoreline Master Plan; and

WHEREAS, on May 11, 2018, the California Department of Transportation (Caltrans) issued a conditional grant award to HASPA for the preparation of a Shoreline Master Plan; and

WHEREAS, the Parties desire to work together to provide the required local in-kind match in the form of staff time for the duration of the project; and

NOW THEREFORE, the Parties agree as follows:

## AGREEMENT

- (1) Term. This MOU shall become effective on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, and shall remain in effect until the parties complete the Shoreline Master Plan and submit a final report to Caltrans or until terminated in accordance with Article 4 of this MOU.
- (2) Financial Contributions. Each Party agrees to make the following financial contributions to HASPA:
  - a. \$12,000 to support the Fellow (may be from the Civic Spark, Climate Corps, or other similar program) to support project activities. This amount is due by August 1 each year.
  - b. \$85,000 to support preparation of the Environmental Impact Report for the Shoreline Master Plan. This amount may be paid in full by August 1, 2019 or in two equal installments by August 1, 2019 and August 1, 2020. Contributions for the Environmental Impact Report will only be required if deemed necessary by the HASPA Board of Trustees.
- (3) In-Kind Contributions.
  - a. Under direction from the HASPA Board of Trustees, the HASPA Technical Advisory Committee shall work with a consultant team to carry out the following project tasks. City staff will serve as the primary point of contact for the consultant team.

### **Task 1: Project Initiation**

### **Task 2: Update Sea Level Rise Modeling and Mapping**

### **Task 3: Public Outreach**

### **Task 4: Develop Adaptation**

### **Task 5: Draft Shoreline Master Plan and Maps**

### **Task 6: Complete Environmental Impact report**

This task will be completed only if it is determined that an Environmental Impact report is required or desired for the Shoreline Master Plan.

### **Task 7: HASPA Adoption**

### **Task 8: Fiscal Management**

- b. Unless otherwise noted, all other work shall be shared equally among the Parties. As required by the local match for the grant, the total staff time required from each Party is estimated to be approximately 1,700 hours over the course of the 29-month project.

Per the terms of the HASPA JPA, the City of Hayward is the HASPA Treasurer. City staff will be responsible for monthly invoicing and quarterly reports.

- (4) Termination. Each party to this MOU can terminate its involvement upon thirty (30) days' written notification to the other parties. In the event of termination, the terminating party will not be entitled to a refund of any financial or in-kind contributions relating to this MOU.
  - a. In the event only one party terminates its involvement in accordance with this provision, the MOU shall remain in force and effect as between the remaining two parties. All outstanding in-kind and financial contributions of the terminating party will be equally shared by the remaining parties to this MOU.
  - b. The MOU shall terminate upon two parties' exercise of the right to terminate in accordance with this provision or upon mutual agreement of all parties in writing.
- (5) Indemnification. The CITY, the COUNTY, and HARD agree to mutual indemnification as follows:
  - a) CITY will indemnify, defend, protect and hold harmless EBRPD and HARD, their respective officers, agents, and employees, from and against any and all liability, damage, expense cause of action, suits claims, and judgments arising from injury to or death of persons or loss of or damage to personal property based on performance pursuant to this MOU, unless such liabilities and obligations have arisen by reason of the negligence of willful misconduct of EBRPD or HARD, their officers, agents and employees.
  - b) EBRPD will indemnify, defend, protect and hold harmless the CITY and HARD, their respective officers, agents, and employees, from and against any and all liability, damage, expenses, causes of action, suits claims, and judgments arising from injury to or death of persons or loss of or damage to personal property based on performance pursuant to this MOU, unless such liabilities and obligations have arisen by reason of the negligence of willful misconduct of the CITY or HARD, their officers, agents and employees.
  - c) HARD will indemnify, defend, protect and hold harmless the EBRPD and the CITY, their respective officers, agents, and employees, from and against any and all liability, damage, expense causes of action, suits claims, and judgments arising from injury to or death of persons or loss of or damage to personal property based on performance pursuant to this MOU, unless such liabilities and obligations have arisen by reason of the negligence of willful misconduct of the EBRPD or the CITY, their officers, agents and employees.
- (6) Accountability. The CITY, the EBRPD, and HARD shall collaboratively evaluate the success of the partnership on a regular schedule to be determined but, not less than twice per year; and shall regularly and timely provide reports of the Project's progress to the governing bodies of their respective agencies.

- (7) Amendments. This MOU may be amended and/or modified only by mutual agreement of all three parties, and any such amendments or modifications must be in writing and signed by duly authorized representatives of all three parties.
- (8) Whole Agreement. This MOU has four (4) pages including the signature pages. This MOU constitutes the entire understanding and agreement of the parties. This MOU integrates all of the terms and conditions mentioned herein or incidental hereto with respect to all or part of the subject matter hereof.
- (9) Counterparts. This MOU may be executed in counterpart.

*IN WITNESS HEREOF, the parties hereto have entered into this agreement to be executed the day and year herein above first written.*

CITY OF HAYWARD

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Kelly McAdoo  
City Manager

Approved as to Form:  
CITY OF HAYWARD

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Michael Lawson  
City Attorney

Attest:  
CITY OF HAYWARD

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Miriam Lens  
City Clerk

HAYWARD AREA RECREATION AND PARK DISTRICT

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Paul McCreary  
General Manager

EAST BAY REGIONAL PARK DISTRICT

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Robert E. Doyle  
General Manager