

**ADAPTATION GRANTS (STATE)****RESTRICTED GRANT  
AGREEMENT**

THIS RESTRICTED GRANT AGREEMENT (RGA), between the State of California acting by and through its Department of Transportation, referred to herein as **CALTRANS**, and the **City of Hayward**, hereinafter referred to as **AGENCY**, will commence on **October 1, 2018**, or upon approval by **CALTRANS**, whichever occurs later. This RGA is of no effect unless approved by **CALTRANS**. **AGENCY** shall not receive payment for work performed prior to approval of the RGA and before receipt of notice to proceed by the **CALTRANS** Contract Manager. This RGA shall expire on **February 28, 2021**.

**RECITALS**

1. Under this RGA, **CALTRANS** intends to convey State restricted grant funds to **AGENCY**, pursuant to Budget Act Line Item 2660-101-0046T, who will conduct transportation studies and planning within the regional area under the jurisdiction of **AGENCY** under the terms, covenants and conditions of this RGA.
2. **CALTRANS** and **AGENCY** intend that only funds that are authorized as restricted grants will be subject to this RGA, and that no funds that should be the subject of a Joint Powers Agreement, Interagency Agreement, or other non-grant agreement shall be subject to this RGA.

NOW, THEREFORE, based upon the terms, covenants and conditions of this RGA, the parties agree as follows:

**SECTION I****AGENCY AGREES:**

To timely and satisfactorily complete all Project Work described in **Attachment II** within the project budget and in accordance with the items of this RGA.

**SECTION II****CALTRANS AGREES:**

That when conducting an audit of the costs claimed by **AGENCY** under the provisions of this RGA, to conduct the audit in accordance with applicable laws and regulations.

**SECTION III**

**IT IS MUTUALLY AGREED:**

1. Under this RGA, **CALTRANS** will convey State grant restricted funds to **AGENCY**, pursuant to Budget Act Line Item 2660-101-0046T, and **AGENCY** will conduct transportation studies and planning within the regional area described in **Attachment II**. The funds subject to this RGA must be (a) identified as available for a restricted grant in **CALTRANS's** budget and (b) for the purpose of conducting transportation studies or planning and (c) to a public entity that is responsible for conducting transportation studies or planning.
2. Under this restricted grant, funds may be only used for the purpose set forth in RGA, Resolution (**Attachment I**), Scope of Work and Project timeline (**Attachment II**), and Grant Application Guide, available at: <http://www.dot.ca.gov/hq/tpp/offices/orip/Grants/grants.html>, and funds may only be used for costs and expenses that are directly related to such purpose.
3. **AGENCY** shall perform all the duties and obligations described in the "**Hayward Shoreline Master Plan**," hereinafter the Project, subject to the terms and conditions of this RGA and the Approved Project Grant Application (Scope of Work and Project timeline), which are attached hereto as **Attachment II**.
4. The resolution authorizing **AGENCY** to execute this RGA pertaining to the above described Project is attached hereto as **Attachment I**.
5. All services performed by **AGENCY** pursuant to this RGA shall be performed in accordance with California Senate Bill No. 1 (SB-1) (Chapter 5, Statutes of 2017), also known as the Road Repair and Accountability Act of 2017, including, but not limited to, Government Code Section 14460(a)(1), as well as all applicable Federal, State, and Local laws, regulations, and ordinances, all applicable **CALTRANS** policies and procedures, and all applicable **CALTRANS** published manuals, including, but not limited to, the Grant Application Guide.

California Government Code Section 14460(a)(1) provides: "The department [**CALTRANS**], and external entities that receive state and federal transportation funds from the department, are spending those funds efficiently, effectively, economically, and in compliance with applicable state and federal requirements. Those external entities include, but are not limited to, private for profit and nonprofit organizations, local transportation agencies, and other local agencies that receive transportation funds either through a contract with the department or through an agreement or grant administered by the department."

In case of conflict between Federal, State and Local laws, regulations, and ordinances, and/or any applicable policies, procedures, or published manuals of either **CALTRANS** or **AGENCY**, the order of precedence of the applicability of same to this Agreement shall be established in this order: 1) Federal laws and regulations; 2) California laws and regulations; 3) **CALTRANS** policies, procedures, and published manuals; 4) Local ordinances; and 5) **AGENCY** policies, procedures, and published manuals. This RGA may not include any federal funds.

6. Project funding is as follows:

<u>FUND TITLE</u>	<u>FUND SOURCE</u>	<u>DOLLAR AMOUNT</u>
PTA	State	\$509,000.00
LOCAL MATCH	Agency Provided	\$175,000.00
Total Project Costs		\$684,000.00

No in-kind contributions may be made unless the amount and type of the contribution is identified above.

7. This RGA is exempt from the legal review and approval by the Department of General Services, pursuant to Legal Opinions of the Attorney General: 58 Ops.Cal.Atty.Gen. 586 (1975), 63 Ops.Cal.Atty.Gen. 290 (1980), 74 Ops.Cal.Atty.Gen. 10 (1991), and 88 Ops.Cal.Atty.Gen. 56.

8. Notification of Parties

- a. **AGENCY's** Project Manager for PROJECT is Jay Lee.
- b. **CALTRANS's** Contract Manager is William C. Velasco. "Contract Manager" as used herein includes his/her designee.
- c. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

**City of Hayward**

Attention: Jay Lee, Grantee Project Manager, Associate Planner  
Phone Number: (510) 583-4207  
Email: Jay.Lee@hayward-ca.gov  
Hayward Area Planning Agency, 777 B Street  
Hayward, CA 94541

**California Department of Transportation**

District 4 Transportation Planning  
Attention: William C. Velasco, Contract Manager  
Phone Number: (510) 622-1641  
Email: william.velasco@dot.ca.gov  
111 Grand Avenue  
Oakland, CA 94612-3717

9. Period of Performance

- a. Reimbursable work under this RGA shall begin no earlier than on **October 1, 2018**, following the written approval of **CALTRANS** and **AGENCY's** receipt of the Notice to Proceed letter of this RGA by the **CALTRANS** Contract Manager, and will expire on **February 28, 2021**.

- b. **AGENCY** will attend a kickoff meeting with **CALTRANS** to be scheduled within one (1) week from receipt of Notice to Proceed letter by the **CALTRANS** Contract Manager.

#### **10. Changes in Terms/Amendments**

This RGA may only be amended or modified by mutual written agreement of the parties.

#### **11. Cost Limitation**

- a. The maximum total amount granted and reimbursable to **AGENCY** pursuant to this RGA by **CALTRANS** shall not exceed **\$509,000.00**.
- b. It is agreed and understood that this RGA fund limit is an estimate and that **CALTRANS** will only reimburse the cost of services actually rendered in accordance with the provisions of this RGA and as authorized by the **CALTRANS** Contract Manager at or below that fund limitation established herein.

#### **12. Termination**

- a. **CALTRANS** reserves the right to terminate this RGA upon written notice to **AGENCY** at least thirty (30) days in advance of the effective date of such termination in the event **CALTRANS** determines (at its sole discretion) that **AGENCY** failed to proceed with PROJECT work in accordance with the terms of this RGA. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all allowable, authorized and non-cancelled costs up to the date of termination.
- b. This RGA may be terminated by either party for any reason by giving written notice to the other party at least thirty (30) days in advance of the effective date of such termination. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all allowable, authorized and non-cancelled costs up to the date of termination.
- c. **AGENCY** has sixty (60) days after the Termination Date to submit invoices to **CALTRANS** to make final allowable payments for Project costs in accordance to the terms of this RGA. Failure to submit invoices within this period of time shall result in a waiver by **AGENCY** of its right to reimbursement of expended costs.

#### **13. Budget Contingency Clause**

- a. It is mutually agreed that if the U.S. Congress or the State Legislature fail to appropriate or allocate funds during the current year and/or any subsequent years covered under this RGA do not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, **CALTRANS** shall have no liability to pay any funds whatsoever to **AGENCY** or to furnish any other considerations under this Agreement and **AGENCY** shall not be obligated to perform any provisions of this RGA.



- b. If funding for any fiscal year is reduced or deleted by the U.S. Congress or the State Legislature for purposes of this program, **CALTRANS** shall have the option to either terminate this Agreement with no liability occurring to **CALTRANS**, or offer a RGA Amendment to **AGENCY** to reflect the reduced amount.

#### **14. Payment and Invoicing**

- a. The method of payment for this RGA will be based on the actual allowable costs that are incurred in accordance with the provisions of this Agreement and in the performance of the Project Work. **CALTRANS** will reimburse **AGENCY** for expended actual allowable direct costs and including, but not limited to labor costs, travel, and contracted consultant services costs incurred by **AGENCY** in performance of the Project work. Indirect costs are reimbursable only if the **AGENCY** has an approved Indirect Cost Allocation Plan or an Indirect Cost Rate Proposal as set forth in **Section III – Cost Principles, Item 16.d**. The total cost shall not exceed the cost reimbursement limitation set forth in **Section III – Cost Limitations, Item 11.a**. Actual costs shall not exceed the estimated wage rates, labor costs, travel and other estimated costs and fees set forth in **Attachment II** without an amendment to this RGA, as agreed between **CALTRANS** and **AGENCY**.
- b. Reimbursement of **AGENCY** expenditures will be authorized only for those allowable costs actually incurred by **AGENCY** in accordance with the provisions of this Agreement and in the performance of the Project Work. **AGENCY** must not only have incurred the expenditures on or after the start date and the issuance of the Notice to Proceed letter for this RGA and before the Expiration Date, but must have also paid for those costs to claim any reimbursement.
- c. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to **AGENCY**, its sub- recipients, contractors, and/or subcontractors, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link: [http://www.dot.ca.gov/hq/asc/travel/ap\\_b/bu1.htm](http://www.dot.ca.gov/hq/asc/travel/ap_b/bu1.htm)  
Also see website for summary of travel reimbursement rules.
- d. **AGENCY** shall submit invoices to **CALTRANS** at least quarterly but no more frequently than monthly in arrears for completion of milestones in accordance with the Project Timeline in **Attachment II** to the satisfaction of the **CALTRANS** Contract Manager. Invoices shall reference this RGA Number and shall be signed and submitted to the **CALTRANS**' Contract Manager at the following address, as stated in **Section III – Notification of Parties, Item 8.c**.
- e. Invoices shall include the following information:
  - 1) Names of the **AGENCY** personnel performing work
  - 2) Dates and times of Project Work
  - 3) Locations of Project Work

- 4) Itemized costs as set forth in **Attachment II**, including identification of each employee, contractor or subcontractor staff who provided services during the period of the invoice, the number of hours and hourly rates for each employee, contractor, sub-recipient or subcontractor staff member, authorized travel expenses with receipts, receipts for authorized materials or supplies, and contractor, sub-recipient and subcontractor invoices.
- 5) **AGENCY** shall submit written progress reports with each set of invoices to allow the **CALTRANS** Contract Manager to determine if **AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.
- f. Incomplete or inaccurate invoices shall be returned to the **AGENCY** unapproved for correction. Failure to submit invoices on a timely basis may be grounds for termination of this RGA for material breach per **Section III – Termination, Item 12**.
- g. **CALTRANS** will reimburse **AGENCY** for all allowable Project costs at least quarterly but no more frequently than monthly in arrears as promptly as **CALTRANS** fiscal procedures permit upon receipt of an itemized signed invoice.
- h. The RGA Expiration Date refers to the last date for **AGENCY** to incur valid Project costs or credits and is the date the RGA expires. **AGENCY** has sixty (60) days after that Expiration Date to make final allowable payments to Project contractors or vendors, and submit the Project's Final Product(s) as defined in **Attachment II** and a final invoice to **CALTRANS** for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by the sixtieth (60th) day will be reverted and will no longer be accessible to reimburse late Project invoices contractor.

#### **15. Local Match Funds**

- a. **AGENCY** shall contribute not less than a proportional cash amount toward the services described herein on a monthly or quarterly basis. The frequency of the payments shall be agreed upon by the parties in a document signed by both parties. Notwithstanding the foregoing, to the extent that in-kind contributions are permitted under this Agreement, the contributions may be counted as cash when they are actually received by **CALTRANS**. Except where expressly allowed in writing herein, reimbursement of credits for local matching funds will be made or allowed only for work performed on and after the date of issuance of the Notice to Proceed and prior to the Expiration Date of this RGA.



- b. Local cash and in-kind match requirements can be found in **Attachment III**, Grants Application Guide. **AGENCY** agrees to contribute the statutorily required local contribution of matching funds if any is specified within this RGA or in any Attachment hereto, toward the actual cost of the services described in **Attachment II**. **AGENCY** shall contribute not less than its required match amount toward the services described herein. Local cash and in-kind match requirements can be found at the Office of Regional Planning (ORP) website:  
<http://www.dot.ca.gov/hq/tpp/offices/orip/Grants/grants.html>

#### **16. Cost Principles**

- a. **AGENCY** agrees to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b. **AGENCY** agrees, and will assure that its contractors, sub-recipients, and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) all parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Every sub-recipient receiving Project funds as a sub-recipient, contractor, or subcontractor under this RGA shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards to the extent applicable.
- c. Any Project costs for which **AGENCY** has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, and/or Part 48, Chapter 1, Part 31, are subject to repayment by **AGENCY** to **CALTRANS**. Should **AGENCY** fail to reimburse moneys due **CALTRANS** within thirty (30) days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, **CALTRANS** is authorized to intercept and withhold future payments due **AGENCY** from **CALTRANS** or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other fund source.
- d. Prior to **AGENCY** seeking reimbursement of indirect costs, **AGENCY** must prepare and submit annually to **CALTRANS** for review and approval an indirect cost rate proposal and a central service cost allocation plan (if any) in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Chapter 5 of the Local Assistance Procedures Manual which may be accessed at:  
<http://www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm>.
- e. **AGENCY** agrees and shall require that all of its agreements with consultants and sub-recipients contain provisions requiring adherence to this section in its entirety **except for section c, above**.

**17. Americans with Disabilities Act**

By signing this RGA, **AGENCY** assures **CALTRANS** that in the course of performing Project work, it will fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

**18. Indemnification**

Neither **CALTRANS** nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, its contractors, its sub-recipients, or its subcontractors under or in connection with any work, authority or jurisdiction conferred upon **AGENCY** under this RGA. It is understood and agreed that **AGENCY**, shall fully defend, indemnify and save harmless **CALTRANS** and all of **CALTRANS**'s officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, contractors, sub-recipients, or subcontractors under this RGA.

**19. Nondiscrimination Clause (2 CCR 11105 Clause b)**

- a. During the performance of this RGA, the **AGENCY**, its contractors, its sub-recipients, and its subcontractors shall not deny the contract'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. **AGENCY** shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- b. **AGENCY** 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 **CALTRANS** to implement such article.
- c. **AGENCY** shall permit access by representatives of the Department of Fair Employment and Housing and **CALTRANS** upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or **CALTRANS** shall require to ascertain compliance with this clause.



- d. **AGENCY** and its contractors, its sub-recipients, and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- e. **AGENCY** shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under the RGA.

## **20. Retention of Records/Audits**

- a. **AGENCY**, its contractors, subcontractors and sub-recipients, agree to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b. **AGENCY**, its contractors, subcontractors and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of **AGENCY**, its contractors, subcontractors and sub-recipients connected with Project performance under this RGA shall be maintained for a minimum of three (3) years from the date of final payment to **AGENCY** and shall be held open to inspection, copying, and audit by representatives of **CALTRANS**, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by **AGENCY**, its contractors, its subcontractors and sub-recipients upon receipt of any request made by **CALTRANS** or its agents. In conducting an audit of the costs and match credits claimed under this RGA, **CALTRANS** will rely to the maximum extent possible on any prior audit of **AGENCY** pursuant to the provisions of State and **AGENCY** law. In the absence of such an audit, any acceptable audit work performed by **AGENCY's** external and internal auditors may be relied upon and used by **CALTRANS** when planning and conducting additional audits.
- c. For the purpose of determining compliance with applicable State and **AGENCY** law in connection with the performance of **AGENCY's** contracts with third parties pursuant to GC Section 8546.7, **AGENCY**, **AGENCY's** sub-recipients, contractors, subcontractors, and **CALTRANS** shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to **AGENCY** under this RGA. **CALTRANS**, the California State Auditor, or any duly authorized representative of **CALTRANS** or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and **AGENCY** shall furnish copies thereof if requested.

- d. **AGENCY**, its sub-recipients, contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by **CALTRANS**, for the purpose of any investigation to ascertain compliance with this RGA.
- e. Additionally, all grants may be subject to a pre-award audit prior to execution of the RGA to ensure **AGENCY** has an adequate financial management system in place to accumulate and segregate reasonable, allowable and allocable costs.
- f. Any contract with a contractor, subcontractor, or sub-recipient entered into as a result of this RGA Agreement shall contain all the provisions of this article.

## **21. Disputes**

- a. Any dispute concerning a question of fact arising under this RGA that is not disposed of by agreement shall be decided by the **CALTRANS** Contract Officer, who may consider any written or verbal evidence submitted by **AGENCY**. The decision of the **CALTRANS** Contract Officer shall be the **CALTRANS**'s final decision regarding the dispute.
- b. Neither the pendency of a dispute nor its consideration by the **CALTRANS** Contract Officer will excuse **AGENCY** from full and timely performance in accordance with the terms of the RGA.

## **22. Third-Party Contracts**

- a. **AGENCY** shall perform the work contemplated with resources available within its own organization and no portion of the work shall be contracted to a third party without prior written authorization by **CALTRANS** Contract Manager unless expressly included (sub-recipient identified) in **Attachment II** as part of the identified Project work.
- b. All State-government-funded procurements must be conducted using a fair and competitive procurement process. **AGENCY** may use its own procurement procedures as long as the procedures comply with the local **AGENCY**'s laws, rules, and ordinances governing procurement and all applicable provisions of state law, including without limitation the requirement that the **AGENCY** endeavor to obtain at least three (3) competitive bids for solicitation of goods, services and consulting services (see Part 2, Chapter 2, Articles 3 and 4 of the Public Contract Code); a qualifications-based solicitation process, for which statements of qualifications are obtained from at least three (3) qualified firms for architecture and engineering services (see Title 1, Division 5, Chapter 10 of the Government Code); and, the provisions of the Local Assistance Procedures Manual (LAPM), Chapter 10, which are not inconsistent with this section 23, Third Party Contracts. The LAPM can be found at the following link:  
<http://www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm#LAPMop1>.

- c. Any contract entered into as a result of this RGA shall contain all the provisions stipulated in this RGA to be applicable to **AGENCY's** sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors must be submitted to the **CALTRANS** Contract Manager.
- d. **CALTRANS** does not have a contractual relationship with the **AGENCY's** sub-recipients, contractors, or subcontractors and the **AGENCY** shall be fully responsible for all work performed by its sub-recipients, contractors, or subcontractors.
- e. Prior authorization in writing by the **CALTRANS** Contract Manager shall be required before **AGENCY** enters into any non-budgeted purchase order or sub-agreement for supplies, or consultant services. **AGENCY** shall provide an evaluation of the necessity or desirability of incurring such costs. **AGENCY** shall retain all receipts for such purchases or services and shall submit them with invoices per **Section III, Item 14e.4, above**.
- f. Any contract entered into by **AGENCY** as a result of this RGA shall mandate that travel and per diem reimbursements and third-party contract reimbursements to sub-recipients, contractors and, subcontractors will be allowable as Project costs only after those costs are incurred and paid for by the sub-recipients, contractors, and subcontractors. Travel expenses and per diem rates for subcontractors shall be reimbursed pursuant to **Section III, Item 14c, above**.

### **23. Drug-Free Workplace Certification**

By signing this RGA, **AGENCY** certifies under penalty of perjury under the laws of California that **AGENCY** will comply with the requirements of the Drug-Free Workplace Act of 1990 (GC Section 8350 et seq.) and will provide a Drug-Free workplace by doing all of the following:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by GC Section 8355(a).
- b. Establish a Drug-Free Awareness Program as required by GC Section 8355(a)(2) to inform employees about all of the following:
  - 1) The dangers of drug abuse in the workplace.
  - 2) The person's or organization's policy of maintaining a Drug-Free workplace;
  - 3) Any available counseling, rehabilitation, and employee assistance programs.
  - 4) Penalties that may be imposed upon employees for drug abuse violations.

c. Provide, as required by GC Section 8355(a)(3), that every employee who works on the proposed contract or grant:

- 1) Will receive a copy of the company's Drug-Free policy statement.
- 2) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

d. Failure to comply with these requirements may result in suspension of payments under this RGA or termination of this RGA or both, and **AGENCY** may be ineligible for the award of any future state contracts if **CALTRANS** determines that any of the following has occurred: (1) **AGENCY** has made a false certification or, (2) **AGENCY** violates the certification by failing to carry out the requirements as noted above.

#### **24. Relationship of Parties**

It is expressly understood that this RGA is an agreement executed by and between two independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

#### **25. State-Owned Data**

a. **AGENCY** agrees to comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:

- 1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect **CALTRANS** data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.
- 2) Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.
- 3) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
- 4) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.
- 5) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.
- 6) Notify the **CALTRANS** Contract Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.



7) Advise the owner of the State-owned data, the **AGENCY** Information Security Officer, and the **AGENCY** Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.

b. **AGENCY** agrees to use the State-owned data only for State purposes under this RGA.

c. **AGENCY** agrees to not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s). (State Administrative Manual (SAM) Section 5335.1)

**26. Assumption of Risk and Indemnification Regarding Exposure to Environmental Health Hazards**

In addition to and not a limitation of the **AGENCY's** indemnification obligations contained elsewhere in this Agreement, the **AGENCY** hereby assumes all risks of the consequences of exposure of **AGENCY's** employees, agents, sub-recipients, contractors and subcontractors, contractors and subcontractors' employees, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, to any and all environmental health hazards, local and otherwise, in connection with the performance of this Agreement. Such hazards include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind or origin. **AGENCY** also agrees to take all appropriate safety precautions to prevent any such exposure to **AGENCY's** employees, agents, sub-recipients, contractors and subcontractors, contractors and subcontractors' employees, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. **AGENCY** also agrees to indemnify and hold harmless **CALTRANS**, the State of California, and each and all of their officers, agents, sub-recipients, and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, **AGENCY** also agrees that the provisions of this paragraph shall apply regardless of the existence or degree of negligence or fault on the part of **CALTRANS**, the State of California, and/or any of their officers, agents, and/or employees.

**27. Mandatory Organic Waste Recycling**

It is understood and agreed that pursuant to Public Resources Code §42649.8 et. seq, if **AGENCY** generates four (4) cubic yards of organic waste per week the **AGENCY** shall arrange for organic waste recycling services. "Organic waste" means food waste, green waste, landscape and pruning waste, non-hazardous wood waste, and food-soiled paper waste that is mixed in food.

The **AGENCY** shall take at least one of the following actions:

- 1) Source separate organic waste from other waste and subscribe to a basic level of organic waste recycling service that includes collection and recycling of organic waste.
- 2) Recycle its organic waste onsite or self-haul its own organic waste for recycling.
- 3) Subscribe to an organic waste recycling service that may include mixed waste processing that specifically recycles organic waste.

When applicable, **AGENCY** must comply with these provisions.

**28. Project Close Out/Final Product**

- a. **AGENCY** will provide two (2) electronic versions of the Final Product(s) to the **CALTRANS** Contract Manager.
- b. **CALTRANS** reserves the right to withhold final payment to **AGENCY** pending receipt of Final Product(s) to the **CALTRANS** Contract Manager.

**29. OWNERSHIP OF PROPRIETARY PROPERTY**

a. **Definitions**

- 1) **Work**: The work to be directly or indirectly produced by **AGENCY** under this RGA.
- 2) **Work Product**: All deliverables created or produced from **Work** under this Agreement including but not limited to, all **Work** and Deliverables conceived or made, or made hereafter conceived or made, either solely or jointly with others during the term of this Agreement and during a period of six (6) months after the termination thereof, which relates to the **Work** commissioned or performed under this Agreement. "**Work Product**" includes all deliverables, inventions, innovations, improvements, or other works of authorship **AGENCY** and/or **AGENCY's** contractor, subcontractor and/or sub-recipient may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret, or other legal protection.
- 3) **Inventions**: Any idea, methodologies, design, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by **AGENCY** or jointly with the **AGENCY's** contractor, subcontractor and/or sub-recipient and/or the **AGENCY's** contractor, subcontractor and/or sub-recipient's employees with one or more employees of **CALTRANS**, during the term of this Agreement and in performance of any Work under this Agreement, provided that either the conception or reduction to practice thereof occurs during the term of this Agreement and in performance of Work issued under this Agreement.

b. **OWNERSHIP OF WORK PRODUCT AND RIGHTS**

- 1) **Copyright Ownership of Work Product**: Except in regard to Pre-existing Works, all **Work Product** derived by the **Work** performed by the **AGENCY**, its employees or by any of the **AGENCY's** contractor's, subcontractor's and/or sub-recipient's employees under this Agreement, shall be owned by the Department and shall be considered to be works made for hire by the

**AGENCY** and **AGENCY's** contractor, subcontractor, and/or sub-recipient for **CALTRANS**. **CALTRANS** shall own all United States and international copyrights in the **Work Product**.

As such, all **Work Product** shall contain, in a conspicuous place, a copyright designation consisting of a "c" in a circle followed by the four-digit year in which the **Work Product** was produced, followed by the words "California Department of Transportation. All Rights Reserved." For example, a **Work Product** created in the year 2012 would contain the copyright designation © 2012 California Department of Transportation. All Rights Reserved.

- 2) **Vesting of Copyright Ownership:** **AGENCY**, its employees and all of **AGENCY's** contractor's, subcontractor's and sub-recipient's employees agrees to perpetually assign, and upon creation of each **Work Product** automatically assigns, to **CALTRANS**, its successors and assigns, ownership of all United States and international copyrights in each and every **Work Product**, insofar as any such **Work Product**, by operation of law, may not be considered work made for hire by the **AGENCY's** contractor, subcontractor and/or sub-recipient from **CALTRANS**. From time to time upon **CALTRANS's** request, the **AGENCY's** contractor, subcontractor, and/or sub-recipients and/or its/their employees, shall confirm such assignments by execution and delivery of such assignments, confirmations or assignment, or other written instruments as **CALTRANS** may request. **CALTRANS**, its successors and assigns, shall have the right to obtain and hold in its or their own name(s) all copyright registrations and other evidence of rights that may be available for **Work Product**. **AGENCY** hereby agrees to waive all moral rights relating to identification of authorship restriction or limitation on use, or subsequent modifications of the **Work**.

c. **INVENTIONS**

- 1) **Vesting of Patent Ownership:** The **AGENCY**, its employees and all **AGENCY's** contractors, subcontractors and sub-recipients hereby agrees to assign to **CALTRANS**, its successors, and assigns, all Inventions, together with the right to seek protection by obtaining patent rights therefore and to claim all rights or priority there under, and the same shall become and remain **CALTRANS's** property regardless of whether such protection is sought. The **AGENCY**, its employees and **AGENCY's** contractor, subcontractor and sub-recipient shall promptly make a complete written disclosure to **CALTRANS** of each Invention not otherwise clearly disclosed to **CALTRANS** in the pertinent **Work Product**, specifically pointing out features or concepts that the **AGENCY**, its employees and/or **AGENCY's** contractor, subcontractor and/or sub-recipient believes to be new or different. The **AGENCY**, its employees and **AGENCY's** contractor, subcontractor and sub-recipient shall, upon **CALTRANS's** request and at **CALTRANS's** expense, cause patent applications to be filed thereon, through solicitors designated by **CALTRANS**, and shall sign all such applications over to **CALTRANS**, its successors, and assigns. The **AGENCY**, its employees and **AGENCY's** contractor, subcontractor and sub-recipient shall give **CALTRANS** and its solicitors all reasonable assistance in connection with the preparation and prosecution of

any such patent applications and shall cause to be executed all such assignments or other instruments or documents as **CALTRANS** may consider necessary or appropriate to carry out the intent on this Agreement.

- 2) **Agency:** In the event that **CALTRANS** is unable for any reason whatsoever to secure the **AGENCY's**, its employees' and/or **AGENCY's** contractor's, subcontractor's and/or sub-recipient's signature to any lawful or necessary document required or desirable to apply for or prosecute any United States application (including renewals or divisions thereof), **AGENCY**, its employees and **AGENCY's** contractor, subcontractor, and sub-recipient hereby irrevocably designates and appoints **CALTRANS** and its duly authorized officers and agents, as its agent and attorney-in-fact, to act for and on **AGENCY**, its employees and **AGENCY's** contractor's, subcontractor's, and sub-recipient behalf and stead, to execute and file such applications and to do all other lawfully permitted acts to further the prosecution and issuance of any copyrights, trademarks or patents thereon with the same legal force and effect as if executed by **AGENCY**, its employees and **AGENCY's** contractor, subcontractor and sub-recipient. **CALTRANS** shall have no obligations to file any copyright, trademark or patent applications.

d. **ADDITIONAL PROVISIONS**

- 1) **Avoidance of infringement:** In performing services under this Agreement, **AGENCY** and its employees agree to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If **AGENCY** or its employees becomes aware of any such possible infringement in the course of performing any **Work** under this Agreement, **AGENCY** or its employees shall immediately notify **CALTRANS** in writing.
- 2) **Pre-existing Works and License:** **AGENCY** acknowledges that all Work Product shall be the sole and exclusive property of **CALTRANS**, except that any **Pre-existing Works** created by **AGENCY** and third parties outside of the Agreement but utilized in connection with the Agreement (the "Pre-existing Works") shall continue to be owned by **AGENCY** or such parties. **AGENCY** agrees to notify **CALTRANS** in writing of any **Pre-existing Works** used in connection with any **Work Product** produced under this Agreement and hereby grants to **CALTRANS** a non-exclusive, perpetual, royalty-free license to utilize the **Pre-existing Works** in connection with the **Work Product**.
- 3) **Contractors, Subcontractors, and Sub-recipients:** Through contract with its sub-recipients, contractors, and subcontractors, **AGENCY** shall affirmatively bind by contract all of its contractors, subcontractors, sub-recipients, and service vendors (hereinafter "**AGENCY's Contractor/ Subcontractor/Sub-recipient**") providing services under this Agreement to conform to the provisions of this Exhibit. In performing services under this Agreement, **AGENCY's Contractor/Subcontractor/Sub-recipient** shall agree to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If **AGENCY's Contractor/Subcontractor/Sub-recipient** becomes aware of any such possible infringement in the course of performing any **Work** under this Agreement, **AGENCY's Contractor/Subcontractor/Sub-recipient** shall immediately notify



the **AGENCY** in writing, and **AGENCY** shall then immediately notify **CALTRANS** in writing.

e. **OWNERSHIP OF DATA**

- 1) Upon completion of all Work under this Agreement, all intellectual property rights, ownership and title to all reports, documents, plans, specifications, and estimates, produced as part of this Agreement will automatically be vested in **CALTRANS** and no further agreement will be necessary to transfer ownership to **CALTRANS**. The **AGENCY** shall furnish **CALTRANS** all necessary copies of data needed to complete the review and approval process.
- 2) It is understood and agreed that all calculations, drawings, and specifications, whether in hard copy of machine readable form, are intended for one-time use in the construction of the project for which this Agreement has been entered into.
- 3) **AGENCY** is not liable for claims, liabilities or losses arising out of, or connected with, the modification or misuse by **CALTRANS** of the machine readable information and data provided by **AGENCY** under this Agreement; further, **AGENCY** is not liable for claims, liabilities or losses arising out of, or connected with, any use by **CALTRANS** of the project documentation on other projects, for additions to this project, or for the completion of this project by others, excepting only such use as may be authorized, in writing, by **AGENCY**.
- 4) Any sub-agreement in excess of \$25,000.00, entered, into as a result of this Agreement, shall contain all of the provisions of this clause.

FORM 95000A MROF  
YEN/ROTTA YTIO

VS

**SECTION IV**

**ATTACHMENTS:**

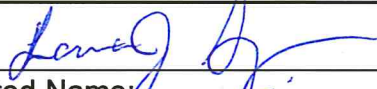
The following attachments are incorporated into and are made a part of this RGA by this reference and attachment.


- I. **AGENCY** Resolution
- II. Scope of Work and Project Timeline

IN WITNESS WHEREOF, the parties hereto have executed this RGA on the day and year first herein above written:

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**


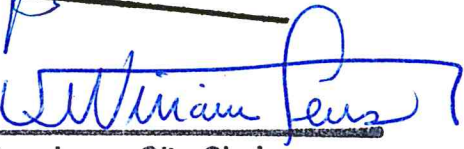
**CITY OF HAYWARD**

By: _____	By: 
Printed Name: _____	Printed Name: <u>Larra J. Sims</u>
Title: Contract Officer	Title: <u>Development Services Director</u>
Date: _____	Date: <u>11/23/18</u>

By: 
Printed Name: <u>Kelly McAtee</u>
Title: <u>City Manager</u>
Date: <u>8/29/2018</u>

By: _____
Printed Name: _____
Title: _____
Date: _____

**FORM APPROVED  
CITY ATTORNEY**

BY   
ATTEST:   
Miriam Lens, City Clerk

HAYWARD AREA SHORELINE PLANNING AGENCY

RESOLUTION NO. 18-01

Introduced by Trustee Jameson

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 August 2, 2018

ADOPTED BY THE FOLLOWING VOTE:

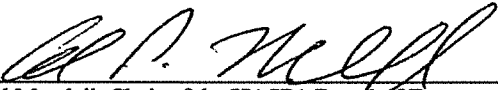
AYES: TRUSTEES: Mendall, Jameson, Waespi

NOES: TRUSTEES: None

ABSTAIN: TRUSTEES: None

ABSENT: TRUSTEES: None

City of Hayward  
Agreement Number 74A1032  
Attachment I  
Page 2 of 2

  
Al Mendall, Chair of the HASPA Board of Trustees

Page 2 of 2



## **SCOPE OF WORK: Hayward Shoreline Master Plan**

The City of Hayward is home to the Hayward Regional Shoreline ("Shoreline"), which is a low-lying shoreline vulnerable to inundation by sea level rise (SLR). It is not a question of whether the Shoreline will be impacted by SLR but a question of when SLR will cause flooding and harm to various vital recreational, transportation, and ecological assets. These critical assets are not limited to but include a regional wastewater treatment plant, the eastern approach to the San Mateo-Hayward Bridge (State Route 92 [SR 92]), closed landfills, the San Francisco Bay Trail, the Hayward Shoreline Interpretive Center (HSIC), industrial properties, residential neighborhoods, and tidal marshes and managed ponds that support Bay species and provide other ecosystem services along the shoreline. If nothing is done to protect the vulnerable shoreline these assets will not only experience an increase in temporary flooding, they will be fully inundated in the future.

The California Ocean Protection Council Science Advisory Team's updated report on SLR suggests that the Bay Area will very likely experience 12 inches of SLR by 2100 and could experience up to 10 feet of SLR by 2100 depending on rates of West Antarctic ice sheet loss (Rising Seas in California). Even a small amount of SLR with a king tide or extreme storm will result in significant flooding of critical assets along the Hayward Shoreline. If no effective adaptation measures are taken, under a 12-inch SLR scenario, which could occur as early as 2050, Cogswell Marsh, Triangle Marsh, and HARD Marsh are predicted to be fully inundated due to SLR.

The eight marshes along the shoreline provide natural flood protection for critical transportation assets such as the entrance to the SR 92 and the San Francisco Bay Trail. With rising sea levels and stronger storm events the San Francisco Bay Trail is being flooded two to three times annually. In addition to providing flood protection, the HSIC utilizes the marshes to educate Bay Area residents about the San Francisco Bay. Without planning for and implementing adaptation measures, many of the tidal marshes and managed wetlands will be inundated by 2050 and the Bay Trail will increasingly not be accessible to the thousands of visitors.

Since more than 50% of Hayward school children are in low income families, loss of these wetlands will cause this disadvantaged community to lose access to participate in the HSIC's shoreline educational programs and they in turn will not be able to share what they learn about not polluting the Bay and creeks with others.

The Hayward Area Shoreline Planning Agency (HASPA), which is a joint powers authority including the City of Hayward, Hayward Area Recreation and Park District (HARD), and East Bay Regional Parks District (EBRPD), has already had two vulnerability assessments for the Shoreline completed that will help inform the Hayward Shoreline Master Plan ("Plan"). In 2010 a Preliminary Study was done that outlines four long-term adaptation strategies that can be implemented to protect critical assets in Hayward. Then, in 2014 the Hayward Resilience Study described specific vulnerabilities and suggested landscape-scale adaptation responses. The Hayward Resilience Study was an extension of the Adapting to Rising Tides Project, was led by

BCDC in partnership with the NOAA Coastal Services Center and with assistance from ICLEI Local Governments for Sustainability, Metropolitan Transportation Commission, and California Department of Transportation.

The Plan will build off these past studies and add to the research by studying how groundwater, rain, and other factors not included in past studies will increase flooding due to SLR in Hayward. Throughout the creation of the Plan, HASPA will collaborate with East Bay Dischargers (EBDA), Alameda County Flood Control and Water Conservation District (ACFCWCD), CA Fish and Wildlife to discuss opportunities for long-term multi-benefit shoreline protection approaches. In addition, HASPA will continue working with the Bay Area Adapting to Rising Tides regional working group. As HASPA creates the Plan it will consider how armoring Hayward will impact other cities in the Bay Area. SLR planning needs to incorporate county and state-wide cooperation. Studies are currently being done investigating the impact if certain counties protect themselves against SLR, how it could increase flooding in nearby counties. The Plan will focus on assets that will be impacted in the near-term and long-term and suggest implementation actions to protect these assets. Adaptation approaches will be evaluated on how flexible they are able to improve as time goes on to provide long-term resilience. The Plan will result in suggestions of how to implement adaptation efforts to protect and enhance resilience for vital transportation infrastructure including SR 92 and the Bay Trail, business and residential properties, and park and open space opportunities including the Bay Trail, Sky West Golf Course, Alden Oliver Sports Park, and the San Lorenzo Community Center and Park; enhancement of natural flood protection; and a long term strategy to protect the HSIC.

SLR is a slow impact that will be happen over time and HASPA is creating the Plan to prepare for and mitigate against this climate change impact. The Plan area is in Hayward, California, between Sulphur Creek and Alameda Creek along the eastern shoreline of the San Francisco Bay. The Plan will be used to evaluate how different adaptation actions can protect the shoreline in the short and long-term. HASPA intends to gather public input through interactive community workshops which will be a large contributing factor of the planning process. The Plan will contain conceptual designs that will later lead to implementation and development.

The scope of work shown below reflects the anticipated process and deliverables for the Plan. Although the scope of work and budget do not include the required California Environmental Quality Act (CEQA) analysis, HASPA will hire a CEQA consultant to complete an Environmental Impact Report (EIR). The EIR work will be performed after the development of the Plan but prior to adoption of the Plan because the analysis will depend on the content of the Plan. The time required to complete the CEQA process is built into the project timeline.

#### **RESPONSIBLE PARTIES:**

HASPA is a collaborative partnership of the City of Hayward, HARD and EBRPD. HASPA has been in existence since 1970 and renewed its joint powers agreement in 2015 with the expressed intent of addressing SLR. HASPA intends to use this project to expand on its long history of collaboration by working closely with a wide variety of local, regional, state, and federal agencies.

## **OVERALL PROJECT OBJECTIVES:**

The product of this project will be a Hayward Shoreline Master Plan that includes:

- Models of SLR based on the most recently available climate science that projects anticipated inundation zones and threats to existing and future shoreline assets and identifies the characteristics of the communities most impacted by SLR.
- Creating and siting recommended shoreline zoning overlays to ensure future shoreline development is resilient to SLR.
- Identifying mitigation measures to protect natural and manmade shoreline resources against SLR.
- Identifying additional policy and programmatic recommendations for preventing future flooding resulting from SLR.

The short-term project goals and objectives beyond the main deliverables include:

- Increasing community understanding and awareness of climate change impacts through conversations about future sea levels and the mitigation actions necessary to protect the shoreline and adjacent communities.
- Improving community capacity to plan, prepare for, and adapt to SLR.
- Providing a platform for conversations with community members and decision makers about the costs, benefits, and tradeoffs of various mitigation actions.
- Creating a list of shovel-ready projects that can be funded by future grant opportunities.
- Developing a suite of SLR mitigation activities that have applicability to shorelines similar to Hayward's in other parts of the Bay Area.

The expected outcomes will enhance Hayward's resilience to the impacts of extreme weather and climate-related hazards including King Tides and storm surge. The Plan will consider protection or possible relocation of key assets and new policies and zoning regulations that will help to permanently protect properties and communities.

### **1. Project Initiation**

#### **Task 1.1: Project Kick-off Meeting**

- HASPA will hold a kick-off meeting with Caltrans staff to discuss grant procedures and project expectations including invoicing, quarterly reporting, and all other relevant project information. Meeting summary will be documented. Meeting summary will be documented.
- Responsible Party: HASPA

**Task 1.2: RFP for Consultant Services**

- The project will begin in October 2018 with the preparation and issuance of a Request for Proposals for planning consultant services. By January 2019, staff from the City, EBRPD, and HARD tasked with supporting the project will select and hire a consultant team to execute the planning process.
- Responsible Party: HASPA

**Task 1.3 Hire Climate Corps Fellow**

- HASPA will hire a Climate Corps Fellow to assist with all aspects of managing and completing the Hayward Regional Shoreline Master Plan. The Fellow will provide services until August 2019.
- Responsible Party: HASPA

**Task 1.4 Meeting with Staff and Consultant Team**

- The Consultant Team will participate in a meeting with City, EBRPD, and HARD staff to establish expectations, finalize timelines.
- Develop a comprehensive and diverse contact list of potential participants for personal and small group interviews that includes public officials, representatives from special districts and regional agencies, local community groups, service organizations, businesses, neighborhood groups, developers, local colleges, and other interest groups.
- Responsible Party: HASPA and Consultant

**Task 1.5: Background Report Work**

- Develop a survey instrument and protocol aimed at gathering key input while not posing a burden to respondents. The survey will employ open-ended questions which enable the interviewee to drive the process in a conversational style. This method is extremely effective at gathering accurate data and helping create a connection between the project and the community.
- Conduct individual and small group interviews throughout the community and follow up interviews on the phone and via email, as needed, to achieve the target minimum of twenty (20) interviews.
- Summarize the findings of the interviews in a Stakeholder Interview Summary, a concise memo that assesses the type or affiliation of participants in the interviews, number of interviews conducted, and responses to individual survey questions.
- Produce a final version of the Stakeholder Interview Summary, which will be appropriate for posting (excerpt or in its entirety) on the website, web page and/or on project-related social media.
- Responsible Party: Consultant

**Task 1.6: Community Outreach Plan (COP)**

- Develop a comprehensive Community Outreach Plan (COP) that 1) describes outreach objectives, 2) lists proposed meetings and events, and 3) establishes a tentative schedule.
- Prepare a draft COP for review and comment and finalize the document after one round of revisions.
- Responsible Party: Consultant



Task	Deliverable
1.1	Meeting Notes
1.2	Copy of Procurement Procedures and Executed Consultant Contract
1.3	Meeting Notes
1.4	Stakeholder Interview Summary
1.5	Community Outreach Plan

## 2. Update Sea Level Rise Modeling and Mapping

### Task 2.1: Model sea level rise with groundwater impacts and flooding from rainfall and waves.

- Create models of sea level rise along the Hayward shoreline that include adjusted floodplain and storm surge projections in addition to the most current expected rise in sea level, which is necessary because current sea level rise projections do not factor in flooding impacts from storm surges.
- Create maps of the Hayward shoreline illustrating anticipated sea level rise and groundwater impacts (which have not been analyzed in current sea level rise studies), areas of expected permanent inundation and at-risk assets highlighting habitats, recreational areas, city-owned properties, infrastructure, healthcare resources, schools, businesses, and residences.
- Responsible Party: Consultant

### Task 2.2: Incorporate Overlays and Display on a Web Portal

- Display new maps on a publicly accessible web portal and make them available for download for use as an educational tool and in service of community outreach efforts around the Shoreline Master Plan.
- Responsible Party: Consultant and City of Hayward GIS staff

Task	Deliverable
2.1	New sea level rise maps
2.2	Sea level rise web portal

## 3. Public Outreach

### Task 3.1 Community Workshop #1

- This workshop will introduce the project to the public, define project parameters, inform the community of project opportunities and constraints and solicit opinions from the community to shape Task 5.1, Develop Shoreline Master Plan Concept
- Responsible Party: HASPA & Consultant

**Task 3.2: Community Workshop #2**

- An interactive workshop that will use clicker technology, and maps to present the master plan concept alternatives. Community will decide on some preferred alternatives. Continue to solicit feedback from the community to shape Task 5.4, Draft Hayward Shoreline Master Plan
- Responsible Party: HASPA & Consultant

**Task 3.3: On-line Comment Forum**

- The Consultant Team will employ an on-line comment forum, such as Open Town Hall or MySidewalk, to supplement the results of the second community workshop and gather input on the Preferred Alternative. This tool will make it easier for residents to participate in the process, provide another avenue to solicit feedback, and help to cast a wider net to gather input.
- Responsible Party: HASPA & Consultant

**Task 3.4: Community Workshop #3**

- Present Draft Design Concept and Report and continue to solicit feedback for public comments to shape Task 5.4, Draft Hayward Shoreline Master Plan and Task 5.6, Final Hayward Shoreline Master Plan
- Responsible Party: HASPA & Consultant

<b>Task</b>	<b>Deliverable</b>
3.1	<i>PowerPoint Presentation, Workshop summary, Photos</i>
3.2	<i>PowerPoint Presentation, Workshop summary, Photos</i>
3.3	<i>Summary of online feedback and comments</i>
3.4	<i>PowerPoint Presentation, Workshop summary, Photos</i>

**4. Develop Adaptation Responses**

**Task 4.1: Develop Goals and Policies**

- Review preliminary goals and vision for the Master Plan and incorporate community feedback from Workshop #1.
- Responsible Party: HASPA & Consultant

**Task 4.2: Develop Adaptation Strategies**

- Develop draft adaptation strategies for the identified key planning issues from past vulnerability assessments (Hayward Resilience Study, Preliminary Report) to address underlying vulnerabilities.
- For each adaptation action the consultant will provide a variety of implementation actions.
- Responsible Party: HASPA & Consultant

Task	Deliverable
4.1	Goals and Policies written and revised
4.2	Report on Adaptation Strategies

## 5. Draft Shoreline Master Plan and Maps

### Task 5.1: Develop Shoreline Master Plan Concept

- Based on the existing conditions report and the community input from Workshop #1, a Shoreline Master Plan concept will be developed. The Consultant Team will prepare an illustrated Administrative Draft Master Plan for Staff review and comment.
- The Consultant Team will develop an Adaptation Implementation Plan that identifies feasible actions HASPA can take to implement the adaptation plan.
- Responsible Party: Consultant

### Task 5.2: Formulate Alternatives Based on Community Feedback

- The Consultant Team will prepare a Preferred Alternative Framework. The Preferred Alternative will provide the foundation for Master Plan content, including policies and implementation actions. The Framework will describe the Preferred Alternative, guiding principles, and potential development intensities. The Framework will consist primarily of maps, graphics, and images. The alternatives will be prepared and presented at Community Workshop #2.
- Responsible Party: Consultant

### Task 5.3: Hold Work Session for HASPA and Other City of Hayward Staff

- The Consultant Team will work with HASPA TAC staff to prepare and hold a work session for HASPA and other City of Hayward Staff
- Responsible Party: Consultant

### Task 5.4: First Draft Master Plan

- Based on the preferred design alternative chosen in Workshop #2, a draft report will be prepared. The draft report will be presented at Workshop #3 for public comment.
- Responsible Party: Consultant

### Task 5.5: Identify Potential Funding Sources

- Funding sources for projects and improvements may include public bonds, tax credit allocations, grants, and community foundation resources, and contributions from HASPA members.
- Responsible Party: Consultant

### Task 5.6: Second Draft Master Plan (Public Review)

- The Consultant Team will prepare a Public Review Draft Master Plan and Code (including maps) based on input from the Task Force, Staff, and public meetings.
- Responsible Party: HASPA & Consultant

**Task 5.7: Third Draft Master Plan**

- HASPA work session. Four hard copies and four electronic copies of the final report will be submitted to Caltrans. Credit of the financial contribution of the grant program will be credited on the cover of the report.
- Responsible Party: Consultant

<b>Task</b>	<b>Deliverable</b>
5.1	<i>Draft Master Plan and Code</i>
5.2	<i>Preferred Alternative Framework</i>
5.3	<i>Work session notes</i>
5.4	<i>Draft Report</i>
5.5	<i>Funding Source Report</i>
5.6	<i>Public Review Draft Master Plan and Code</i>
5.7	<i>Final Report</i>

**6. HASPA Adoption of Final Plan**

**Task 7.1: Prepare HASPA Staff Report**

- HASPA will prepare a staff report.
- Responsible Party: HASPA

**Task 7.2: Hold Hearings with HASPA, Hayward City Council, HARD Board of Directors, and EBRPD Board of Directors**

- The Consultant Team will prepare for and attend one public meeting before the City Council to present the Final Master Plan and Code for adoption and EIR for certification. The Consultant Team will prepare a brief PowerPoint presentation and, with assistance from HASPA staff and facilitate a discussion with the Trustees on the Final Master Plan, Code, and EIR.
- Responsible Party: HASPA & Consultant

<b>Task</b>	<b>Deliverable</b>
7.1	<i>HASPA Staff Report</i>
7.2	<i>Hearing Draft Master Plan and Code</i>

**7. Fiscal Management**

**Task 8.1: Invoicing**

- Submit complete invoice package to Caltrans district staff based on milestone completion at least quarterly.
- Responsible Party: HASPA

**Task 8.2: Quarterly Reports**

- Submit quarterly reports to Caltrans district staff providing a summary of project progress and grant/local match expenditures
- Responsible Party: HASPA

<b>Task</b>	<b>Deliverable</b>
<i>8.1</i>	<i>Invoice Packages</i>
<i>8.2</i>	<i>Quarterly Reports</i>



PROJECT BUDGET & TIMELINE

Project Title			Hayward Shoreline Master Plan				Grantee		Hayward Area Shoreline Planning Agency (HASPA)											
Task Number	Responsible Party	Fund Source			Total Cost	Grant Amount	Local Cash Match	Local In-Kind Match	Fiscal Year 2018/19											
									J	A	S	O	N	D	J	F	M	A	M	J
<b>1 Project Initiation</b>																				
1.1	Project Kick-off Meeting	HASPA		\$0	\$2,000		\$2,000													
1.2	REP for Consultant Services	HASPA		\$0	\$1,000		\$1,000													
1.3	Hire Climate Corps Fellow	HASPA		\$60,000	\$30,000		\$30,000													
1.4	Meeting with Staff and Consultant Team	HASPA & Consultant		\$3,000	\$1,000		\$2,000													
1.5	Background Report Work	Consultant		\$35,000	\$28,000		\$7,000													
1.6	Community Outreach Plan (COP)	Consultant		\$15,000	\$12,000		\$3,000													
<b>2 Update Sea Level Rise Modeling and Mapping</b>																				
Model sea level rise with groundwater impacts and flooding from rainfall and waves																				
2.1	Generate overlays and display on a web portal	Consultant		\$30,000	\$26,000		\$4,000													
2.2		Consultant		\$12,000	\$10,500		\$1,500													
<b>3 Public Outreach</b>																				
3.1	Community Workshop #1	HASPA & Consultant		\$3,000	\$1,500		\$1,500													
3.2	Community Workshop #2	HASPA & Consultant		\$3,000	\$1,500		\$1,500													
3.3	On-line Community Forum	Consultant		\$4,000	\$3,000		\$1,000													
3.4	Community Workshop #3	HASPA & Consultant		\$3,000	\$1,500		\$1,500													
<b>4 Develop Adaptation Responses</b>																				
4.1	Develop Goals and Policies	HASPA & Consultant		\$50,000	\$40,000		\$10,000													
4.2	Develop Adaptation Strategies	HASPA & Consultant		\$10,000	\$10,000		\$10,000													
<b>5 Draft Shoreline Master Plan and Maps</b>																				
5.1	Develop Shoreline Master Plan Concept	Consultant		\$160,000	\$135,000		\$25,000													
5.2	Formulate alternatives based on community feedback	Consultant		\$25,000	\$21,000		\$4,000													
5.3	Prepare work session staff report for HASPA and hold work session	HASPA		\$8,000	\$0		\$8,000													
5.4	Draft Hayward Shoreline Master Plan	Consultant		\$80,000	\$65,000		\$15,000													
5.5	Identify Potential Funding Sources	Consultant		\$10,000	\$8,000		\$2,000													
5.6	Public Review Draft Master Plan	HASPA & Consultant		\$15,000	\$10,000		\$5,000													
5.7	Final Hayward Shoreline Master Plan	Consultant		\$8,000	\$6,000		\$2,000													
<b>6 HASPA Adoption of Final Plan and EIR Certification</b>																				
6.1	Prepare HASPA staff report	HASPA		\$3,000	\$0		\$3,000													
6.2	Hold hearings with HASPA, Hayward City Council, HARB Board of Directors, and Hayward Board of Directors	HASPA & Consultant		\$10,000	\$4,000		\$6,000													
<b>7 Final Management</b>																				
7.1	Inventory	HASPA		\$3,000	\$0		\$3,000													
7.2	Quarterly Reports	HASPA		\$12,000	\$0		\$12,000													
TOTAL				\$64,000	\$69,000		\$17,000												\$0	

Reimbursement of indirect costs is allowable upon approval of an Indirect Cost Allocation Plan for each year of project activities. Provide rate if indirect costs are included in the project budget. Approved Indirect Cost Rate: \_\_\_\_\_%

Note: Each task must contain a grant amount and a local cash match amount. Local cash match must be proportionally distributed by the same percentage throughout each task. Local in-kind match needs to be indicated where in-kind services will be used. Please review the grant program section that you are applying to for details on local match requirements. The project timeline must be consistent with the scope of work.