SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT ("**Agreement**") is entered into this ___ day of _____ 2023 ("**Effective Date**"), by and between the CITY OF ALAMEDA, a municipal corporation ("the **City**"), and GREENBELT ALLIANCE, a California non-profit corporation, whose address is 827 Broadway Suite 310, Oakland, CA 94607 ("**Provider**"), in reference to the following facts and circumstances:

RECITALS

A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.

B. The City is in need of the following services: Provider was selected to help pick the technical consultant, to collaborate with key stakeholders, and to conduct community engagement so as to facilitate an inclusive and equitable planning process for the following three adaptation projects: Long-term Adaptation Plan, Oakland-Alameda Estuary Adaptation Project and Bay Farm Island Adaptation Project. City staff issued an Adaptation Community Partner request for proposals (RFP) on February 27, 2023. After a submittal period of 31 days, the City received four timely submitted proposals on March 30, 2023 from Provider, Community Action for a Sustainable Alameda (CASA), DOER Marine Operations and Wild Oyster Project. The Selection Committee reviewed the proposals and chose the two Community Partner teams that best meet the needs of the three adaptation projects: Provider and CASA. The Selection Committee consisted of six staff representing the City of Alameda (two), City of Oakland, East Bay Regional Park District, Caltrans and the Port of Oakland.

C. Provider is specially trained, experienced and competent to perform the special services which will be required by this Agreement.

D. Whereas, the City Council authorized the City Manager to execute this agreement on June 6, 2023.

E. The City and Provider desire to enter into an agreement for Adaptation Project Community Partner, upon the terms and conditions herein.

AGREEMENT

NOW, THEREFORE, in consideration of the forgoing, which are incorporated herein by reference, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Provider agree as follows:

1. TERM:

The term of this Agreement shall commence on the _____ day of _____ 2023, and shall terminate on the 30th day of June 2027, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED:

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A as requested. Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Provider to perform all tasks included therein.

3. COMPENSATION TO PROVIDER:

a. By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit B and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or their designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit B.

b. The total compensation for this Agreement shall not exceed $254,000.

4. TIME IS OF THE ESSENCE:

Provider and the City agree that time is of the essence regarding the performance of this Agreement.

5. STANDARD OF CARE:

Provider agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals or service providers, as applicable, in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City.

6. INDEPENDENT PARTIES:

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by the City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave, are available from the City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider.

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold the City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

8. NON-DISCRIMINATION:

Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider and its employees, contractors, and agents shall not harass or discriminate against any job applicant, City employee, or any other person on the basis of any kind of any statutorily (federal, state or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, disability (both mental and physical) including HIV and AIDS, medical condition (e.g. cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate union activities. Provider agrees that any violation of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

a. To the fullest extent permitted by law, Provider shall indemnify, defend (with counsel acceptable to the City) and hold harmless the City, its City Council, boards, commissions, officials, employees, agents and volunteers ("Indemnitees") from and against any and all loss, damages, liability, obligations, claims, suits, judgments, costs and expenses whatsoever, including reasonable attorney's fees and costs of litigation ("Claims"), arising from or in any manner connected to Provider's performance of its obligations under this Agreement or out of the operations conducted by Provider even if the City is found to have been negligent. If the Claims filed against Indemnitees allege negligence, recklessness or willful misconduct on the part of Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence, recklessness or willful misconduct is not found on the part of Provider. Provider shall not have any obligations to indemnify Indemnitees if the loss or damage is found to have resulted solely from the negligence or the willful misconduct of the City. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

b. As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited as provided in California Civil Code Section 2782.8.

c. Provider's obligation to indemnify, defend and hold harmless Indemnities shall expressly survive the expiration or early termination of this Agreement.

10. INSURANCE:

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with Sections 10.b. (1) through (5). The Certificate Holder should be The City of Alameda, 2263 Santa Clara, Ave., Alameda, CA 94501. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

> "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Alameda. Attention: Risk Manager."

Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company licensed to offer insurance business in the State of California with a current A.M. Best's rating of no less than A:VII or Standard & Poor's Rating (if rated) of at least BBB unless otherwise acceptable to the City. Provider shall deliver updated insurance certificates to the City at the address described in Section 17.f. prior to the expiration of the existing insurance certificate for the duration of the term of Agreement. Endorsements naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers as additional insured shall be submitted with the insurance certificates.

_____
Provider Initials

b. COVERAGE REQUIREMENTS:

Provider shall maintain insurance coverage and limits at least as broad as:

(1) Workers' Compensation:

Statutory coverage as required by the State of California, as well as a Waiver of Subrogation (Rights of Recovery) endorsement.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	$1,000,000 each occurrence $2,000,000 aggregate - all other
Property Damage:	$1,000,000 each occurrence $2,000,000 aggregate

If submitted, combined single limit policy with per occurrence limits in the amounts of $2,000,000 and aggregate limits in the amounts of $4,000,000 will be considered equivalent to the required minimum limits shown above. Provider shall also submit declarations and policy endorsements pages. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required. The Additional Insured Endorsement shall include primary and non-contributory coverage at least as broad as the CG 2010.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury:	$1,000,000 each occurrence
Property Damage:	$1,000,000 each occurrence
or	
Combined Single Limit:	$2,000,000 each occurrence

Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

As to commercial general liability and automobile liability insurance, such insurance will provide that it constitutes primary insurance with respect to claims insured by such policy, and, except with respect to limits, that insurance applies separately to each insured against whom claim is made or suit is brought. Such insurance is not additional to or contributing with any other insurance carried by or for the benefit of the City.

c. SUBROGATION WAIVER:

Provider hereby agrees to waive rights of subrogation that any insurer of Provider may acquire from Provider by virtue of the payment of any loss. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Provider, its employees, agents and subcontractors.

d. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, the City shall be permitted to obtain such insurance in Provider's name or as an agent of Provider and shall be compensated by Provider for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

e. ADDITIONAL INSUREDS:

The City, its City Council, boards, commissions, officials, employees, agents, and volunteers shall be named as additional insured(s) under all insurance coverages, except workers' compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy. Additional Insured coverage under Provider's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured(s).

f. SUFFICIENCY OF INSURANCE:

The insurance limits required by the City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider. The coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of the coverage carried by or available to Provider; whichever is greater.

g. EXCESS OR UMBRELLA LIABILITY:

If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this Agreement, then said policies shall be true "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this Agreement, including but not limited to, the additional insured, SIR, and primary insurance requirements stated therein. No insurance policies maintained by the indemnified parties or Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until all the primary and excess liability policies carried by or available to the Provider are exhausted.

11. CONFLICT OF INTEREST:

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement require Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations. Provider will disclose in writing any potential conflict of interest to the awarding agency and the City.

12. PROHIBITION AGAINST TRANSFERS:

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager or their designee may consent or reject such request in their sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock, membership interest, partnership interest, or the equivalent, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of Provider.

13. APPROVAL OF SUB-PROVIDERS:

a. Only those persons and/or businesses whose names and resumés are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in their sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by Provider.

c. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement. Provider shall include the following language in their agreement with any sub-provider: "Sub-providers hired by Provider agree to be bound to Provider and the City in the same manner and to the same extent as Provider is bound to the City."

d. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information that Provider then analyzes and incorporates into its work product.

14. PERMITS AND LICENSES:

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City business license that may be required in connection with the performance of the services and tasks hereunder.

15. REPORTS:

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of the City.

b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or their designee.

c. Provider shall, at such time and in such form as City Manager or their designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

16. RECORDS:

a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by the City that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of the City or its designees during regular business hours upon reasonable prior notice. The City, the Comptroller General of the United States, Federal Office of Inspector General 2 CFR 200.336, Caltrans, and the California State Auditor, through any authorized representative, has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by the City's preliminary examination or audit of records, and the City's supplemental

examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

d. Notwithstanding subsections 16.a. through c. above, Provider 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 shall conform to Generally Accepted Accounting Principles (GAAP) to enable the determination of incurred costs at interim points of completion, and to provide support for reimbursement payment vouchers or invoices.

17. NOTICES:

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

d. All notices, demands, requests, or approvals from Provider to the City shall be addressed to the City at:

City of Alameda
Planning, Building and Transportation Department
City Hall
2263 Santa Clara Avenue, Room 120
Alameda, CA 94501
ATTENTION: Gail Payne, Project Manager
Email: gpayne@alamedaca.gov
Ph: (510) 747-6892

e. All notices, demands, requests, or approvals from the City to Provider shall be addressed to Provider at:

Greenbelt Alliance
827 Broadway Suite 310, Oakland, CA 94607
ATTENTION: Zoe Siegel, Director of Climate Resilience
Email: zsiegel@greenbelt.org
Ph: (510) 367-4464

f. All updated insurance certificates from Provider to the City shall be addressed to the City at:

City of Alameda
Planning, Building and Transportation Department
City Hall
2263 Santa Clara Avenue, Room 120
Alameda, CA 94501
ATTENTION: Gail Payne, Project Manager
Email: gpayne@alamedaca.gov

18. SAFETY:

a. Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

19. TERMINATION:

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from the City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, the City may thereafter immediately terminate the Agreement forthwith by giving to Provider written notice thereof.

b. The foregoing notwithstanding, the City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

20. ATTORNEYS' FEES:

In the event of any litigation, including administrative proceedings, relating to this Agreement, including but not limited to any action or suit by any party, assignee or beneficiary against any other party, beneficiary or assignee, to enforce, interpret or seek relief from any provision or obligation arising out of this Agreement, the parties and litigants shall bear their own attorney's fees and costs. No party or litigant shall be entitled to recover any attorneys' fees or costs from any other party or litigant, regardless of which party or litigant might prevail.

21. HEALTH AND SAFETY REQUIREMENTS.

Provider acknowledges that the City shall have the right to impose, at the City's sole discretion, requirements that it deems are necessary to protect the health and safety of the City employees, residents, and visitors. Provider agrees to comply with all such requirements, including, but not limited to, mandatory vaccinations, the use of personal protective equipment (e.g. masks), physical distancing, and health screenings. Provider also agrees to make available to the City, at the City's request, records to demonstrate Provider's compliance with this Section.

22. COMPLIANCE WITH ALL APPLICABLE LAWS:

a. During the term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws, Executive Orders, regulations, and policies, and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable requirements of all laws, state and federal, Executive Orders, regulations, and policies, and all ordinances, rules and regulations enacted or issued by the City.

b. Provider acknowledges that the sea level rise adaptation project(s) are funded in whole or in part by various funding sources, including federal and state grant restricted funds. All services performed by Provider pursuant to this Agreement shall be performed in conformance with all applicable federal, state and local laws, regulations, ordinance, all applicable Caltrans policies and procedures, and all applicable Caltrans published manuals, including but not limited to, the applicable Grant Application Guide (Exhibit C). In case of conflict between any applicable federal, state and local laws, regulations, and ordinances, and/or any applicable policies, procedures, or published manuals of the federal government, Caltrans or City, the order of precedence of the applicability of same to this Agreement shall be in the following order: (1) federal law and regulations; (2) California laws and regulations; (3) Caltrans policies, procedures and published manuals; (4) local ordinances; and (5) City policies, procedures and published manuals.

c. 2 CFR Appendix II to Part 200(G). Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

d. 2 CFR Appendix II to Part 200(H). Provider agrees that it is not a party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with

the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM Exclusions can be found at https://sam.gov/content/entity-information.

e. 2 CFR Appendix II to Part 200(I). If Provider applies for or bids for an award exceeding $100,000, Provider agrees to file the required certification under the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

f. Lead-Based Paint Poisoning Prevention Act. Provider will comply with the Lead-Based Paint Poisoning Prevention Act (42 USC 4801 et seq.), which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

g. Provider will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal and federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

h. Provider will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $5,000 or more.

i. Provider will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.O. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.O. 93-205).

j. Provider will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

k. Provider will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

l. Provider will comply with Standardized Emergency Management (SEMS) requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, Section 8607.1(e) and CCR Title 19, Sections 2445, 2446, 2447 and 2448.

m. Provider must disclose, in a timely manner, in writing to the federal awarding agency or the City all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award § 200.113. Failure to make required disclosures can result in any of the remedies described in § 200.338 Remedies for noncompliance, including suspension or debarment.

n. Consultant Fee Cap. For individual consultant fees as set forth in in 2 CFR 1500.10, EPA participation in the salary rate (excluding overhead) paid to Provider shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, available at: https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/, to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

o. Provider agrees that pursuant to Public Resources Code §§ 42649.8 et seq., if Provider generates two (2) cubic yards or more of organic waste or commercial solid waste per week, Provider shall arrange for organic waste or commercial waste recycling services that separate/source organic waste for organic waste recycling. Provider shall provide proof of compliance, i.e., organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling, upon request from the City.

23. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the

successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

24. WAIVER:

A waiver by the City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

25. INTEGRATED CONTRACT:

Subject to the language of Section 30, the Recitals and exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both the City and Provider.

26. CAPTIONS:

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

27. COUNTERPARTS:

This Agreement may be executed in any number of counterparts (including by fax, PDF, DocuSign, or other electronic means), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

28. SIGNATORY:

By signing this Agreement, signatory warrants and represents that they executed this Agreement in their authorized capacity and that by their signature on this Agreement, they or the entity upon behalf of which they acted, executed this Agreement.

29. CONTROLLING AGREEMENT:

In the event of a conflict between the terms and conditions of this Agreement (as amended, supplemented, restated or otherwise modified from time to time) and any other terms and conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

30. NONDISCRIMINATION – FEDERAL REQUIREMENTS:

a. Provider shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686) which prohibits

discrimination on the basis of sex; (3) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) which prohibits discrimination on the basis of handicaps; (4) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107) which prohibits discrimination on the basis of age; (5) the Drug Abuse Office and Treatment Act of 1972 (P.L. 93-255) as amended, relating to nondiscrimination on the basis of drug abuse; (6) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 93-255) as amended, relating to nondiscrimination on the basis of drug abuse; (7) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (8) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (10) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (11) the requirements on any other nondiscrimination statute(s) which may apply to the application.

b. Provider certifies and agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, age, or condition or physical or mental handicap (as defined in 41 C.F.R. Section 60-741, et seq.), in accordance with requirement of state or federal law. Provider shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap in accordance with requirements of state and federal law. Such shall include, but not be limited to, the following:

(1) Employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.

(2) Selection for training, including interns and apprentices.

A. Provider agrees to post in conspicuous places in each of Provider's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. Provider shall, in all solicitations or advertisements for employees placed by or on behalf of Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of state and federal law.

C. Provider shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Provider's commitments under this paragraph.

D. Provider certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirement of state and federal law.

E. In accordance with applicable state and federal law, Provider shall allow duly authorized county, state and federal representatives access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this paragraph. Provider shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this paragraph.

c. If the City finds that any of the provisions of this paragraph have been violated, the same shall constitute a material breach of Agreement upon which the City may determine to cancel, terminate, or suspend this Agreement. The City reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated. In addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Provider has violated state and federal anti-discrimination laws shall constitute a finding by the City that Provider has violated the anti-discrimination provisions of Agreement.

d. The parties agree that in the event Provider violates any of the anti-discrimination provisions of this paragraph, the City shall be entitled, at its option, to the sum of $500.00 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

e. Provider hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), all requirements imposed by the applicable regulations, and all guidelines and interpretations issued pursuant thereto, to the end that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of Provider receiving Federal Financial Assistance. In addition, Provider shall comply with the Uniform Federal Accessibility Standards, and Provider, Engineer, or Architect responsible for any design, construction or alteration shall certify compliance with those Standards.

f. Provider's attention is directed to laws, including but not limited to:

(1) CIVIL RIGHTS/EQUAL OPPORTUNITY

A. Civil Rights Act of 1964. Under Title VII of the Civil Rights Act of 1964, no person shall, on the grounds of race, sex, religion, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

B. Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

C. Section 109 of the Act further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.

(2) PROGRAM ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES

This Agreement is subject to laws and regulations concerning the rights of otherwise qualified individuals with handicaps for equal participation in, and benefit from federally assisted programs and activities, including but not limited to:

A. Americans with Disabilities Act of 1990 (ADA) (28 C.F.R. 5). Title II, Subpart A of the Americans with Disabilities Act of 1990 applies to all publicly funded activities and programs. Provider shall also comply with the public accommodations requirements of Title III of the ADA, as applicable.

B. Nondiscrimination on the Basis of Handicap (24 C.F.R. 8). These regulations, which implement Section 504 of the Rehabilitation Act of 1973, as amended, and as cited in Section 109 of the Housing and Community Development Act, apply to all federally assisted activities and programs and are implemented through the regulations at 24 C.F.R. 8.

C. Architectural Barrier Act of 1968. Any building or facility, excluding privately owned residential structures, designed, constructed, or altered with federal funds, shall comply with the Uniform Federal Accessibility Standards, 1984 (41 C.F.R. 3) and the Handicapped Accessibility Requirements of the State of California Title 24. The Consultant, Engineer or Architect responsible for such design, construction or alteration shall certify compliance with the above standards.

D. In resolving any conflict between the accessibility standards cited in paragraphs (A), (B) and (C) above, the more stringent standard shall apply.

31. RESTRICTIONS ON LOBBYING – FEDERAL REQUIREMENT:

This Agreement is subject to 24 C.F.R. 87 which prohibits the payment of Federal funds to any person for influencing or attempting to influence, any public officer or employee in connection with the award, making, entering into, extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have each caused this Agreement to be duly executed on its behalf as of the Effective Date.

GREENBELT ALLIANCE
a California non-profit corporation

_____
Amanda Brown-Stevens
Executive Director

_____
Sarah Cardona
Deputy Director

CITY OF ALAMEDA
a municipal corporation

_____
Jennifer Ott
City Manager

RECOMMENDED FOR APPROVAL

_____
Andrew Thomas
Planning, Building and Transportation Director

APPROVED AS TO FORM:
City Attorney

_____
Celena H. Chen
Chief Planning Counsel

SAMPLE

POLICY NUMBER: COMMERCIAL GENERAL LIABILITY
CG 20 10 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES or PROVIDERS FORM B

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

City of Alameda
2263 Santa Clara Avenue
Alameda, CA 94501

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

REF: _____

The City of Alameda, its City Council, boards and commissions, officers & employees are additional insured for work done on their behalf by the named insured.

PRIMARY INSURANCE:
IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE IS PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE EXCESS ONLY AND NOT CONTRIBUTING WITH THIS INSURANCE.

SEVERABILITY OF INTEREST:
IT IS AGREED THAT EXCEPT WITH RESPECT TO THE LIMIT OF INSURANCE, THIS COVERAGE SHALL APPLY AS IF EACH ADDITIONAL INSURED WERE THE ONLY INSURED AND SEPARATELY TO EACH INSURED AGAINST WHOM CLAIM IS MADE OR SUIT IS BROUGHT.

WAIVER OF SUBROGATION:
IT IS UNDERSTOOD AND AGREED THAT THE COMPANY WAIVES THE RIGHT OF SUBROGATION AGAINST THE ABOVE ADDITIONAL INSURED (S), BUT ONLY AS RESPECTS THE JOB OR PREMISES DESCRIBED IN THE CERTIFICATE ATTACHED HERETO.

NOTICE OF CANCELLATION:
IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION OF THE POLICY FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS WRITTEN NOTICE WILL BE SENT TO THE CERTIFICATE HOLDER BY MAIL. IN THE EVENT THE POLICY IS CANCELED FOR NON-PAYMENT OF PREMIUM, 10 DAYS WRITTEN NOTICE WILL BE SENT TO THE ABOVE.

POLICY NUMBER: COMMERCIAL AUTO
CG 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provisions of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

SCHEDULE

SAMPLE

Name of Person or Organization:

City of Alameda
2263 Santa Clara Avenue
Alameda, CA 94501-7558

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

REF: _____

The City of Alameda, its City Council, boards and commissions, officers, employees and volunteers are additional insured for work done on their behalf by the named insured.

NOTICE OF CANCELLATION:
IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION OF THE POLICY FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS WRITTEN NOTICE WILL BE SENT TO THE CERTIFICATE HOLDER BY MAIL. IN THE EVENT THE POLICY IS CANCELED FOR NON-PAYMENT OF PREMIUM, 10 DAYS WRITTEN NOTICE WILL BE SENT TO THE ABOVE.

Exhibit A

Proposed Work Plan

Part A: Sub-regional Long-term Adaptation Plan Scope

1. Project Coordination and Governance

Task A1a: Attendance at Steering Committee Meetings

We see our full team as being an integral part of steering committee meetings and will look forward to participating as a full partner in this process to guide the development of all three projects.

Task A1b Co-create a sub-regional organizational structure

Work with the other Working Group members to co-create a sub-regional organizational structure to accelerate and streamline implementation of adaptation projects.

Deliverable: A PDF of a subregional structure diagram

Task A1c: Agency Coordination

With a multidisciplinary challenge like sea level rise planning and adaptation, long-term, effective solutions must be coordinated across multiple agencies. Our team will monitor and participate in all relevant public meetings from regional agencies to the local city, county, park district, water district, and other relevant agencies. We will share information, identify needs and opportunities for regional support and engagement, and share lessons learned and best practices as a pilot for the development of adaptation planning processes in other OLUs.

Task A1d: Project Kickoff

The project will launch with an initial kickoff meeting with City of Alameda staff, key working group members, and any other relevant consultants to lay out a more detailed shared plan and timeline for this effort, with the goal of building the momentum needed to ensure participation and buy-in from relevant stakeholders and set up implementation.

Task A1e: Cross Project Coordination

We value collaboration and would like to build in time for our team to connect and compare notes across tasks and projects.

2. OLU Planning and Implementation

Task A2a Co-create shared long-term adaptation vision, goals and planning principles. Working with the working group and larger project team, our team will

support the creation of shared long-term adaptation goals and planning principles.

Task A2b Review vulnerability and needs assessment
Review and provide input on the vulnerability and needs assessment developed by the Technical Consultant. The assessment will determine the range of sensitivity and exposure to the multiple hazards associated with sea level and groundwater rise, such as erosion, flooding, habitat loss, contamination, and liquefaction.

Task A2c Organizationational structure
Move forward with the implementation of the adopted organizational structure and needs assessment.

3. Public and Stakeholder Outreach

Creative communications are a critical component of this effort, serving as the building blocks for the urgency and outcome-based effort that we propose. The initial efforts have created a strong foundation for communications and relationship building. Additionally, this effort communicated externally with a wide range of stakeholders through outreach meetings and sharing information. A critical component of this effort will of course be the meetings and events convened. Yet there are many stakeholders who have an interest in this process but for a variety of reasons do not have the time or ability to participate in a traditional community or committee meeting style involvement. Our team will bring a particular focus on creative communications to reach these stakeholders.

Task A3a Stakeholder outreach and communications plan
Co-develop with the Technical Consultant and other Working Group members a stakeholder outreach and engagement plan.

Deliverable: Stakeholder engagement plan

Task A3b Community Partner capacity building toolkit
Co-develop with the Technical Consultant and other Working Group members a toolkit to build Community Partner capacity to lead outreach within the San Leandro OLU, to communicate directly the impacts of sea level and groundwater rise, and to gather input on adaptation needs, priorities, and solutions.

Deliverable: community partner capacity building toolkit

Task A3c Community outreach round 1&2
Conduct community outreach with stakeholders and constituents in two rounds of outreach with the first round focusing on existing conditions/preliminary options.

Our approach is to ground ourselves in building healthy relationships with residents, honor cultural diversity, and uplift the lived experience of key stakeholders throughout the process. Our goal is to design an engagement plan that's adaptable to changes we may not foresee. We will consider a menu of strategies to reach this goal. Strategies such as focus groups, neighborhood and shoreline pop-ups, virtual engagement (social media/virtual workshops), embedded education, and street art education. Consist materials and tracking will be used across each strategy. Utilizing interactive poster boards, augmented reality, storytelling, surveys, and other methods to engage residents. We will continue to uplift the lived experience and feedback of residents. During the second round, we will curate engagement events that allow us to receive feedback, while the community demonstrates some of the restoration and adaptation strategies they have brainstormed. Hands-on activities that can be done by all ages. Events that build interest in long-term stewardship careers at the shoreline.

Task A3d: Engagement tours/events

Greenbelt Alliance has extensive experience in outings and events that connect people to nature through learning about our natural surroundings, what makes our region special, how our communities are threatened, and what we can do to protect ourselves and others. We average 25-30 tours and outings per year and work with many different partners and volunteers to support them in organizing outings. We will bring this experience and expertise to partnering closely with local community members to provide educational and appealing experiences that will bring new attention to this effort, bring new participants, engage decision-makers and move projects forward. As this effort moves forward and the initial adaptation planning process is completed, we will focus engagement events and efforts around specific places, and look to more creative tools such as games, models, and activities that educate residents about threats and opportunities for solutions.

Task A3e Equity Strategy + Equitable Engagement Compensation Plan

The equity strategy will incorporate the outcomes-based approach of this effort, with a strong focus on bringing accurate information around funding constraints and working with community members to really understand the tradeoffs and highest priorities that will keep people safe while investing in a resilient future. The equity strategy will be built to be reviewed and revised yearly, with a focus on building deeper community connections in priority implementation areas through the parallel adaptation planning process.

Our team will work with community partners as well as city staff and advisors to finalize the partner compensation plan for year one and the outreach plan for

subsequent years focused on areas of particular interest based on the adaptation plan developed. We will ensure that funding focused on infrastructure investments includes funds for public education, oversight, and participation centering local community voices.

Task A3f Recruitment and Building Meaningful Partnerships
Building partnerships will be an ongoing part of this effort, with the committee meetings, outings, communications, and events all being opportunities for further participation, engagement, and deepening partnerships with vulnerable, frontline community organizations. Our team has the ability to build on our existing partnerships and leverage our model of coalition building to continually expand the reach of this effort.

Part B: Oakland-Alameda Estuary Adaptation Project Scope

0. Project Administration and Consultant Procurement

Task B01a: Project kickoff
The project will launch with an initial kickoff meeting with City of Alameda staff, key working group members, and any other relevant consultants to lay out a more detailed shared plan and timeline for this effort, with the goal of building the momentum needed to ensure participation and buy-in from relevant stakeholders and set up implementation.

Task B01b: Steering Committee
We see our full team as being an integral part of steering committee meetings and will look forward to participating as a full partner in this process to guide the development of all three projects.

Task B02a Consultant procurement
Serve on an RFP panel to review consultant proposals and to recommend the selection of the Technical Consultant for the Caltrans-funded Oakland-Alameda Estuary Adaptation Project.

Task B1.3: Advisory Committee

Participate in up to five Advisory Committee meetings to ensure transparency and communication at the following project stages: 1) kick-off, 2) existing conditions/preliminary alternative options, 3) preliminary concept, 4) draft concept, and 5) final concept. Advisory Committee members will be selected to ensure a comprehensive approach that considers a broad perspective and engages a variety of stakeholders, including other community-based organizations, jurisdictions, and agencies such as Caltrans, utilities, transportation providers, adjacent property owners, and others.

1. Existing Conditions

Task B1a Site Visits

Participate in site visits of the project areas to understand the project approach, concept and constraints to be considered in the design. Potential locations within the watershed for green infrastructure, nature-based solutions, and stormwater retention/detention will be identified and reviewed. We recommend that community engagement be done as part of the existing conditions site visits so the community can inform the existing conditions.

Task B1b Existing Conditions Memorandum

Review and provide input on an existing condition memorandum to document existing conditions developed by the Technical Consultant.

2. Analysis and Public Stakeholder Outreach

Task B2a Alternative Analysis meetings

Participate in meetings to provide input on and review the alternatives analysis to be developed by the Technical Consultant.

Task B2b/c Community Engagement Around Alternative Analysis

Community Partners will engage community members, stakeholders and the advisory committee in a first round of outreach, and will present existing conditions and preliminary alternative options under consideration using materials and resources co-developed with the Technical Consultant (Task B3, Public Outreach). Develop an alternatives selection matrix that includes public input, and will refine the alternatives based on comments received from the outreach effort to provide guidance on a draft and final concept.
Deliverable: alternatives selection matrix

3. Public Outreach

Task B3a Stakeholder Outreach and engagement strategy

Co-develop a community engagement strategy using a variety of formal and informal community engagement methods to facilitate grassroots community input and to build awareness of the project.
Deliverable: Stakeholder engagement strategy

Task B3b Alternatives Selection Matrix

The Working Group/Community Partner/Technical Consultant team will develop an alternatives selection matrix that includes public input, and will refine the alternatives based on comments received from the outreach effort to provide guidance on a draft and final concept.

4. Advisory Committee Meetings

Task B4a Select Advisory Committee Members

Advisory Committee members will be selected to ensure a comprehensive approach that considers a broad perspective and engages a variety of stakeholders, including other community-based organizations, jurisdictions and agencies such as Caltrans, utilities, transportation providers, adjacent property owners, and others.

Task B4b Advisory Committee Meetings

Participate in up to five Advisory Committee meetings to ensure transparency and communication at the following project stages: 1) kick-off, 2) existing conditions/preliminary alternative options, 3) preliminary concept, 4) draft concept, and 5) final concept.

5. Final Concept/Long Term Concept Development

Task B5a Final document review input

Provide input on and review documents prepared by the Technical Consultant to document the concept.

Part C: Bay Farm Island Adaptation Project Scope

1. Project Coordination

Task C1a: Project kickoff

The project will launch with an initial kickoff meeting with City of Alameda staff, key working group members, and any other relevant consultants to lay out a more detailed shared plan and timeline for this effort, with the goal of building the momentum needed to ensure participation and buy-in from relevant stakeholders and set up implementation.

Task C1b: Monthly project management meetings

Attend monthly project management meetings with the Steering Committee to guide development of the project

2. Existing Conditions

Task C2a Existing Conditions Memorandum

Review and provide input on an existing condition memorandum to document existing conditions developed by the Technical Consultant

3. Feasibility Analysis and Design

Task C3a Project Goals

Review project goals, purpose and need for Veterans Court and Lagoon Outfall as high-priority locations, and provide feedback on options and designs for addressing the project needs.

Task C3b Outreach

Conduct 2 rounds of outreach to get input on project goals and alternatives

4. Long-term Concept Development

Task C4a Long Term Plan

Provide input on alternatives to address rising waters, both sea and groundwater adaptability for Bay Farm Island inclusive of nature-based solutions such as transitioning to managed retreat, living levees, submerged aquatic vegetation, and green infrastructure; structure types and alignments for the bicycle/pedestrian paths, and other innovative treatments.

Exhibit B

Proposal for Community Partners for Sea Level Rise Adaptation Projects

*Actual rate subject to change pending approval of federal indirect cost rate

Task	Description	Project Manager - Director of Climate Resilience	Project Support - Climate Resilience Manager	Community Engagement			CASA *separate scope & budget, not factored into totals)	Community Engagement			Meeting costs such as venue, food, translation	
		Zoe Siegel	Victor Flores	Hood Planning	Shy Walker	Sogora Te		REAP	On call support - translation, graphic design, etc	Equity Partner Funding	Meeting costs such as venue, food, translation	
Task	Description	Project Manager - Director of Climate Resilience	Project Support - Climate Resilience Manager	Community Engagement			CASA *separate scope & budget, not factored into totals)	Community Engagement			Meeting costs such as venue, food, translation	
		Zoe Siegel	Victor Flores	Hood Planning	Shy Walker	Sogora Te		REAP	On call support - translation, graphic design, etc	Equity Partner Funding	Meeting costs such as venue, food, translation	
	rate	170*	129*	129*	129*	100*		100*				
		Total HRS Cost	Total HRS Cost	Toal HRS Cost	Cost	Cost	Total Funding	Total Funding		Total Funding	Total Funding	Total
A	Sub-regional Long-term Adaptation Plan											
A1	**Project Coordination & Governance**											
A1a	Attendance at Steering Committee meetings	28	42	42		4,200						
A1b	Subregional Structure Diagram	2	2	2								
A1c	Regional Agency Coordination		20	20								
A1d	Project Kickoff	2	3	3		300						
A1e	Cross Project Coordination	6	7	6		600						
	Subtotal Task A1	38 6,460	**74 9,546**	**73 9,417**	**9,417**	5,100						39,940
A2	**OLU Planning and Implementation**	0	0									
A2a	Co-create shared long term adaptation vision, goa	10	24	24								
A2b	Review vulnerability and needs assessment	8	8	8								
A2c	Move forward with implementation of the adopte	8	8	8								
	Subtotal Task A2	**26** $4,420	**40** $5,160	**40** $5,160	$5,160	$0						19,900
A3	**Public and Stakeholder Outreach**											
A3a	Stakeholder Outreach and Communications plan	14	18	18		$1,800						
A3b	Community Partner capacity building toolkit	5	21	21								
A3c	Community Outreach Round 1 &2	20	50	50		$8,000		$1,200	$9,000	$4,000	$4,000	
A3d	Engagement tours/events	9	60	30						$4,000	$1,000	
A3e	Equity Strategy + Equitable engagement compens	4	10	10		$1,000						
A3f	Recruitment And Building Meaningful Partnership		18	18						$9,000		
	Subtotal Task A3	52 $8,840	159 $20,511	129 $16,641	$16,641	$10,800		**$1,200**	$9,000	$4,000	$5,000	99,845
	Subtotal Sub-regional Long-term Adaptation Pla	116 $19,720	273 $35,217	242 $31,218	$31,218	$20,511		**$1,200**	$24,000	$21,000	$10,000	159,68
B	Oakland-Alameda Estuary Adaptation Project											
B01	**Project Administration**											
B01a	Project kickoff	2	2	2							$1,000	
B01b	Steering Committee											
	Subtotal Tasks B01	2 $340	2 $258	2 $258	$258							1,114
B02a	Consultant procurement			4								
	Subtotal Tasks B02			4 $516	$516							1,032
B1	**Existing Conditions**											
B1a	Site Visits		4	4								
B1b	Existing Conditions Memorandum		6									
	Subtotal Tasks B1	$0	10 $1,290	4 $516	$516							2,322
B2	**Analysis**											
B2a	Alternative Analysis meetings	3	3	3								
B2b/c	Community Engagement Around Alternative Anal	6	11	11								
	Subtotal - Task B2	9 $1,530	14 $1,806	14 $1,806	$1,806							6,948
B3	**Public Outreach**											
B3a	Stakeholder Outreach and engagement strategy	45	80	65		$3,000		3068	$4,000	$10,000	$3,000	
B3b	Alternatives Selection Matrix	5	10	10								
	Subtotal	50 $8,500	90 $11,610	75 $9,675	$9,675	$3,000		3,068	$4,000	$10,000	$3,000	62,528
B4	**Advisory Committee Meetings**	0	0									
B4a	Select Advisory Committee Members	0	8	5								
B4b	Advisory Committee Meetings											
	Subtotal	0 $0	8 $1,032	5 $645	$645							2,322
B5	**Draft and Final Concept**	2	3	3								
B5a	**provide input**	2	4	4								
	Subtotal	4 $680	7 $903	4 $516	$903							$3,002
	Subtotal Oakland-Alameda Estuary Adaptation P	11 $11,050	34 $16,899	29 $13,416	$13,803	$3,000		$3,068	$5,000	$10,000	$5,000	79,268
C	Bay Farm Island											
C1	**Project Administration**											
C1a	Project kickoff	1	2									
C1b	**Monthly project management meetings**		6									
	Subtotal Tasks C1	1 $170	8 $1,032									1,202
C2	**Existing Conditions**											
C2a	Existing Conditions Memorandum	3	8									
	Subtotal Tasks C2	3 $510	8 $968									1,478
C3	**Analysis & Alternatives**											
C3a	Project Goals	16	23									
C3c	Outreach	5	20			3,000						
	Subtotal Tasks C3	21 3,570	43 $5,547									9,117
C4a	**Long Term Plan**											
C4a	**Long Term Plan**	1	9									
	Subtotal Tasks C4	1	9 $1,161									1,161
	Subtotal Bay Farm Island	26 $4,420	53 $7,547			3,000						14,967

Exhibit C

EPA Subaward Policy Appendix D: Subaward Agreement Template

OVERVIEW: Program Offices may provide this subaward template to recipients of EPA financial assistance that are "pass-through entities" as defined by 2 CFR 200.74 to assist them in complying with the "subaward content" requirements in 2 CFR 200.331(a). EPA does not mandate the use of this template. Pass-through entities may use their own form of subaward agreements provided the requirements of 2 CFR 200.331(a) are met. Any changes to the data elements that are required under 2 CFR 200.331(a) must be reflected in subsequent modifications to subawards. If any of the information required by 2 CFR 200.331(a) is not available, pass-through entities must provide the best information that is available to describe the Federal award and subaward.

Section I. [Title and Description of Subaward including whether the Subaward is for Research and Development]

Section II. Federal Requirements.

A. Federal Award Identification.

1. Subrecipient name--which must match registered name in the System for Award Management (SAM). If the subrecipient is not yet registered in SAM, then information about registration procedures may be found at the SAM Internet site (currently at http://www.sam.gov).

2. The subrecipient's "unique entity identifier" in SAM. The unique entity identifier currently is the subrecipient's Data Universal Numbering System (DUNS) number. DUNS numbers may be obtained without charge at http://fedgov.dnb.com/webform.

Note: Additional information regarding obtaining a DUNS number and registering in SAM is available in the **"General Term and Conditions"** (T&Cs), under the **"Central Contractor Registration/System for Award Management and Universal Identifier Requirements"** T&C, of the pass-through entity's agreement with EPA.

3. Federal Award Identification Number (FAIN) The FAIN corresponds with the "Assistance ID No." on the EPA Notice of Award.

4. EPA Award Date. This is the date the EPA Award Official signs the assistance agreement with the pass-through entity and may be found on page 1 of the EPA Notice of Award.

5. Subaward Period of Performance Start and End Date;

6. Amount of EPA Funds Obligated under the initial subaward or this particular funded amendment to the subaward.

7. Total or cumulative amount of EPA Funds Obligated to the subrecipient under the initial subaward plus any subsequent funded amendments;

8. Total Amount of the EPA Award(s) to the pass-through entity. This amount corresponds to the amounts in the "Total Budget Period Cost" and "Total Project Period Cost" boxes on page 1 of the EPA Notice of Award.

9. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA). This information may be found in the "Project Title and Description" box on page 1 of the EPA Notice of Award.

10. Information identifying EPA as the Federal awarding agency, your organization as the pass-through entity, and contact information for your awarding official for the subaward.

11. Catalog of Federal Domestic Assistance (CFDA) Number and Name for each EPA award used to support the subaward. CFDA information for the pass-through entities' EPA award may be found on page 2 of EPA's Notice of Award form in the second chart under "EPA Award Information". (Note the Uniform Grant Guidance requires at 2 CFR 200.331(a)(1)(xi) that the Pass-through entities identify the dollar amount under each Federal award and the CFDA number at the time of disbursement of Federal funds to the subrecipient so it is important for pass-through entities to maintain accounting records to meet this requirement.

12. Indirect cost rate for the pass-through entity's Federal award. This rate may be found on page 3 of the pass-through entity's EPA Award in Table A, Object Class Category and may be the 10% de-minimis indirect cost rate described at 2 CFR 200.414(f).

B. All "flow down" requirements imposed on the subrecipient by the pass-through entity to ensure that the EPA award is used in accordance with Federal statutes, regulations and the terms of the EPA award. The subrecipient is accountable to the pass-through entity for compliance with Federal requirements. In turn, the pass-through entity is responsible to EPA for ensuring that subrecipients comply with Federal requirements.

These requirements include, among others:

1. Title VI of the Civil Rights Act and other Federal statutes and regulations prohibiting discrimination in Federal financial assistance programs, as applicable.

2. Reporting Subawards and Executive Compensation under Federal Funding Accountability and Transparency Act (FFATA) set forth in General Condition of the pass-through entity's agreement with EPA entitled **"Reporting Subawards and Executive Compensation."**

3. Limitations on individual consultant fees as set forth in General Condition 2 CFR 1500.9 and the General Condition of the pass-through entity's agreement with EPA entitled **"Consultant Fee Cap."**

4. EPA's prohibition on paying management fees as set forth in General Condition of the pass-through entity's agreement with EPA entitled **"Management Fees."**

5. The Procurement Standards in 2 CFR Part 200 including those requiring competition when the subrecipient acquires goods and services from contractors (including consultants).

EPA provides general information on other statutes, regulations and Executive Orders on the Grants internet site at www.epa.gov/grants. Many Federal requirements are agreement or program specific and EPA encourages pass-through entities to review the terms of their assistance agreement carefully and consult with their EPA Project Officer for advice, if necessary.

C. Any additional requirements such as financial and performance reports the pass-through entity

imposes on the subrecipient to ensure that the pass-through entity meets its own responsibilities to the Federal awarding agency.

D. Subrecipient's Indirect Cost Rate. The indirect cost rate may be a rate negotiated and approved by the subrecipient's cognizant Federal agency. If the subrecipient does not have a Federal indirect cost rate, the pass-through entity may negotiate an indirect cost rate with the subrecipient that complies with 2 CFR Part 200, Subpart E or use the 10% de-minimis indirect cost rate described at 2 CFR 200.414(f).

E. Requirements for the subrecipient to provide access to subaward records so that the pass-through entity and Federal auditors may verify compliance with 2 CFR 200.331 as well as 2 CFR Part 200, Subpart D, Post Federal Award Requirements for Financial and Program Management, and 2 CFR Part 200, Subpart F, Audit Requirements. Examples of records include:

1. Subrecipient financial statements and reports;

2. Programmatic reports including information on environmental results

3. Audit findings

F. Additional Requirements imposed by the pass-through entity under 2 CFR 200.207 that reflect the pass-through entity's assessment of the subrecipient's risk of noncompliance with Federal statutes, regulations and the terms and conditions of the subaward based on the factors described at 2 CFR 200.331(b).

1. Risk factors may include:

(a) Prior experience with same or similar subawards;

(b) Results of previous audits;

(c) Whether new or substantially changed personnel or systems, and;

(d) Extent and results of Federal awarding agency or the pass-through entity's monitoring.

2. Examples of additional requirements authorized by 2 CFR 200.207 include:

(a) Requiring payments as reimbursements rather than advance payments;

(b) Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;

(c) Requiring additional, more detailed financial reports;

(d) Requiring additional project monitoring;

(e) Requiring the non-Federal entity to obtain technical or management assistance, and;

(f) Establishing additional prior approvals.

G. Terms and conditions concerning the close out of the subaward.

III. Other requirements based on the pass-through entity's own laws, regulations, and policies to the extent that they do not conflict with applicable Federal laws, statutes, regulations and policies.