# RICHARDSON'S BAY REGIONAL AGENCY PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into this <a href="11th-day of June 2021">11th-day of June 2021</a>, by and between the RICHARDSON'S BAY REGIONAL AGENCY hereinafter referred to as "Agency" and COASTAL POLICY SOLUTIONS, hereinafter referred to as "Contractor."

## RECITALS:

WHEREAS, Agency desires to retain a person or firm to provide the following service: for implementation of the work program identified in the Ocean Protection Council Coastal Resiliency Grant executed on May 5, 2021 to support Phase 1 Implementation of the Eelgrass Protection & Management Plan, in an amount not to exceed a total amount of \$215,000 for all direct and sub-contracted project services to accomplish the grant; and

WHEREAS, Contractor warrants that it is qualified and competent to render the aforesaid services;

**NOW, THEREFORE,** for and in consideration of the Contract made, and the payments to be made by Agency, the parties agree to the following:

## 1. SCOPE OF SERVICES:

Contractor agrees to provide all of the services described in **Exhibit A** attached hereto and by this reference made a part hereof.

## 2. FURNISHED SERVICES:

The Agency agrees to:

- A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
- B. Make available all pertinent Agency data and records for review.
- C. Provide general bid and Contract forms and special provisions format when needed.

## 3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract. Contractor shall provide Agency with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

## 4. MAXIMUM COST TO AGENCY:

In no event will the cost to Agency for the services to be provided herein exceed the maximum sum of \$215,000 including direct non-salary expenses. As set forth in section 14 of this Contract, should the funding source for this Contract be reduced, Contractor agrees that this maximum cost to Agency may be amended by written notice from Agency to reflect that reduction.

## 5. TIME OF CONTRACT:

This Contract shall commence on June 11, 2021 and shall terminate on December 31, 2023. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

## 6. INSURANCE:

# Commercial General Liability:

The Contractor shall maintain a commercial general liability insurance policy in the amount of \$1,000,000 (\$2,000,000 aggregate). The Agency shall be named as an additional insured on the commercial general liability policy.

Commercial Automobile Liability:

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor, Contractor shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability, in the amount of \$1,000,000.00. The Agency and Contractor agree that the services to be provided under this Contract do not involve or require the use of any type of vehicle by Contractor, and that the Contractor shall be liable for any voluntary use of a vehicle on the part of the Contractor in performances of services under this contract.

Workers' Compensation:

The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance, a letter of self-insurance, or a copy of the Certificate of Consent to Self-Insure shall be provided to Agency prior to commencement of work.

# Errors and Omissions, Professional Liability or Malpractice Insurance.

Contractor may be required to carry errors and omissions, professional liability or malpractice insurance.

All policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless Agency specifically consents to a "claims made" basis. The insurer shall supply Agency adequate proof of insurance and/or a certificate of insurance evidencing coverages and limits prior to commencement of work. Should any of the required insurance policies in this Contract be cancelled or non-renewed, it is the Contractor's duty to notify the Agency immediately upon receipt of the notice of cancellation or non-renewal.

If Contractor does not carry a required insurance coverage and/or does not meet the required limits, the coverage limits and deductibles shall be set forth on a waiver, **Exhibit C**, attached hereto.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of this Contract. In addition to any other available remedies, Agency may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

# 7. ANTI DISCRIMINATION AND ANTI HARASSMENT:

Contractor and/or any subcontractor shall not unlawfully discriminate against or harass any individual including, but not limited to, any employee or volunteer of the Agency based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any subcontractor understands and agrees that Contractor and/or any subcontractor is bound by and will comply with the anti discrimination and anti harassment mandates of all Federal, State and local statutes, regulations and ordinances.

# 8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the Agency except for any subcontract work identified herein. If Contractor hires a subcontractor under this Contract, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Contract and shall require subcontractor to name Contractor and Agency as an additional insured under this Contract for general liability. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the Agency evidence of same.

## 9. ASSIGNMENT:

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the Agency.

## 10. LICENSING AND PERMITS:

The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

# 11. BOOKS OF RECORD AND AUDIT PROVISION:

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Contract. Contractor will permit Agency to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at Agency's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from Agency. Contractor shall refund any monies erroneously charged.

# 12. WORK PRODUCT/PRE-EXISTING WORK PRODUCT OF CONTRACTOR:

Any and all work product resulting from this Contract is commissioned by the Agency as a work for hire. The Agency shall be considered, for all purposes, the owner of the work product and shall have all rights of ownership to the work, including, but not limited to, the non-exclusive right to use, publish, reproduce, copy and make derivative use of, the work product or otherwise grant others limited rights to use the work product. The Agency hereby grants Contractor a non-exclusive, royalty-free right to use, publish, reproduce, copy and make derivative use of the work product in perpetuity. Contractor must receive written permission from the Agency prior to granting others limited rights to use the work product.

To the extent Contractor incorporates into the work product any pre-existing work product owned by Contractor, Agency hereby acknowledges and agrees that ownership of such work product shall not be transferred to the Agency. Rather Contractor hereby grants the Agency a non-exclusive, royalty-free right to use, publish, reproduce, copy and make derivative use of the work product in perpetuity and may grant others grant others limited rights to use the work product.

## 13. TERMINATION:

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the Agency may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for underperformance or failure to perform services herein if such performance of services is inadvisable, impractical, or prevented by acts of God, riot, fire, flood, acts of war, insurrection, accident, order of any court, strikes, labor disputes, or other forces over which the Contractor has no control. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure. The parties shall mutually seek a resolution of the delay or the failure to perform.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

## 14. APPROPRIATIONS:

The Agency's performance and obligation to pay under this Contract is contingent upon an appropriation by the Richardson's Bay Regional Agency Board of Directors, the State of California or other third party. Should the funds not be appropriated Agency may terminate this Contract with respect to those payments for which such funds are not appropriated. Agency will give Contractor thirty (30) days' written notice of such termination. All obligations of Agency to make payments after the termination date will cease.

Where the funding source for this Contract is contingent upon an appropriation or grant from the Richardson's Bay Regional Agency Board of Directors, the State of California or other third party, Agency's performance and obligation to pay under this Contract is limited by the availability of those funds. Should the funding source for this Contract be eliminated or reduced, upon written notice to Contractor, Agency may reduce the Maximum Cost to Agency identified in section 4 to reflect that elimination or reduction.

## 15. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performance of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent Contractor and not as officers, employees or agents of the Agency. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and workers' compensation.

## 16. AMENDMENT:

This Contract may be amended or modified only by written Contract of all parties.

## 17. ASSIGNMENT OF PERSONNEL:

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to Agency, as is evidenced in writing.

## 18. JURISDICTION AND VENUE:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

## 19. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold Agency, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's negligence, recklessness or willful misconduct in the performance of this Contract.

# 20. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions: including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Board of Supervisors Resolution #2005-97 prohibiting the off-shoring of professional services involving employee/retiree medical and financial data affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the Contract Manager referenced in section 21. In addition, the following NOTICES may apply:

1. Pursuant to California Franchise Tax Board regulations, Agency will automatically withhold 7% from all payments made to vendors who are non-residents of California.

- 2. Contractor agrees to meet all applicable program access and physical accessibility requirements under State and Federal laws as may apply to services, programs or activities for the benefit of the public.
- 3. For Contracts involving any State or Federal grant funds, Exhibit D must be attached. Exhibit D shall consist of the printout results obtained by search of the System for Award Management at www.sam.gov.

# Exhibit D - Debarment Certification

By signing and submitting this Contract, the Contractor is agreeing to abide by the debarment requirements as set out below.

- The certification in this clause is a material representation of fact relied upon by Agency.
- The Contractor shall provide immediate written notice to Agency if at any time the Contractor learns that its certification was erroneous or has become erroneous by reason of changed circumstances.
- Contractor certifies that none of its principals, affiliates, agents, representatives or contractors are excluded, disqualified or ineligible for the award of contracts by any Federal agency and Contractor further certifies to the best of its knowledge and belief, that it and its principals:
  - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency;
  - Have not been convicted within the preceding three-years of any of the offenses listed in 2 CFR 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
  - Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses listed in 2 CFR 180.800(a);
  - Have not had one or more public transactions (Federal, State, or Local) terminated within the preceding three-years for cause or default.
- The Contractor agrees by signing this Contract that it will not knowingly enter into any subcontract or covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- Any subcontractor will provide a debarment certification that includes the debarment clause as noted in preceding bullets above, without modification.

# 21. NOTICES:

This Contract shall be managed and administered on Agency's behalf by the Contract Manager named below. All invoices shall be submitted and approved by this Contract Manager and all notices shall be given to Agency at the following location:

Contract Manager:	Curtis Havel, Harbormaster	
Dept./Location:	Richardson's Bay Regional Agency	
·	3501 Civic Center Drive, Room 308	
	San Rafael, CA 94903	
Telephone No.:	415-971-3919	

Notices shall be given to Contractor at the following address:

Contractor:	Rebecca Schwartz, Coastal Policy Solutions	
	105 Shoal Drive West	
Address:	Vallejo, CA 94591	
Telephone No.:	310-433-8410	

22. ACKNOWLEDGEMENT OF EXHIBITS

ZZ. AGNIOWELI	X	Check applicable Exhibits	CONTRACTOR'S INITIALS
EXHIBIT A.		Scope of Services	
EXHIBIT B.		Fees and Payment	
EXHIBIT C.	х	Insurance Reduction/Waiver	
EXHIBIT D.		Contractor's Debarment Certification	
EXHIBIT E.		Subcontractor's Debarment Certification	

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

CONTRACTOR:
COASTAL POLICY SOLUTIONS

By:
Name:
Publica Sunvare
Name: Curis Havel
Title: Harbormaster

AGENCY COUNSEL REVIEW AND APPROVAL (required if template content has been modified)

Agency Counsel:

Date: 7 8 21

#### **EXHIBIT "A"**

#### Project Scope

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

The following tasks are proposed:

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

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

# Project Timeline;

	20	)21		2022				2023		
Schedule	July- Sept	Oct- Dec	Jan- Mar	Apr- June	July- Sept	Oct- Dec	Jan- Mar	Apr- June	July- Sept	
Task 1: Finalize EPMP									-11	
Task 2: Regulatory Changes										
Task 3: Wildlife & habitat monitoring		wat	monthly erbird itoring	June: UAV & sìde scan		wa	monthly erbird nitoring	June: UAV survey		
Task 4: Outreach and education	Plan Dev	velopment			langleinentstien					
Task 5: Project mgmt									Marie II	

# EXHIBIT "B" FEES AND PAYMENT SCHEDULE (required)

## AGENCY shall pay CONTRACTOR as follows:

- (1) BASE CONTRACT FEE. AGENCY shall pay CONTRACTOR a contract fee of not to exceed \$215,000 during the term of the contract. CONTRACTOR's hourly rate is not to exceed \$150/hr. CONTRACTOR shall submit requests for payment via invoice net 30 days following provision of services.
- (2) <u>SUBCONTRACTORS</u>: AGENCY shall pay CONTRACTOR for all allowable costs incurred by SUBCONTRACTORS as described in Section 8: SUBCONTRACTORS and as demonstrated via copies of invoices or other requests for payments submitted by SUBCONTRACTORS to CONTRACTOR.
- (3) MILEAGE. AGENCY shall not pay CONTRACTOR for travel by private, leased or hired vehicles as required by this Contract.
- (4) TRAVEL COSTS. AGENCY shall not pay CONTRACTOR for meals, lodging, or other travel costs not included in this Contract.
- (5) <u>AUTHORIZATION REQUIRED</u>. Services performed by CONTRACTOR and not authorized in this Contract shall not be paid for AGENCY. Payment for additional services shall be made to CONTRACTOR by AGENCY if, and only if, this Contract is amended by both parties in advance of performing additional services.
- (6) MAXIMUM CONTRACT AMOUNT. The maximum term of this Contract is \$215,000. The maximum amount payable to Contractor under this Contract for this period shall not exceed \$215,000.

# EXHIBIT "C" INSURANCE REDUCTION/WAIVER (if applicable)

CONTRACTOR: COASTAL POLICY SOLUTIONS

CONTRACT TITLE: RICHARDSON'S BAY BY-NAME COORDINATED ENTRY SYSTEM

This statement shall accompany all requests for a reduction/waiver of insurance requirements. Please check the box if a

waiver is requested or fill in the reduced coverage(s) where indicated below:

	Check	Requested Limit	CAO
	Where	Amount	Use
	Applicable		Only
		\$1 million	
General Liability Insurance		aggregate	
Automobile Liability Insurance	Х	\$ 0	
Workers' Compensation Insurance	х		
Professional Liability Deductible	х	\$	

Please set forth the reasons for the rec	uested reductions or waiver.	
NO AUTOMOBILE USE		
NO EMPLOYEES		
NO DEDUCTIBLE FOR PROFESSION		
Contract Manager Signature:		×



# **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 07/27/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S). AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER,

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	RY TRUSSELL EAST H ST				PHONE (A/C, NO, EXT): 707-746-1319				
	IICIA, CA 94510				E-MAIL ADDRESS		@FARMERSAG	ENT.COM	
						INSURER(	S) AFFORDING COV	/ERAGE	NAIC#
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/27/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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TERRY TRUSSELL 271 EAST H ST							PHONE (A/C, NO	, EXT): 707-746-1	319	FAX (A/C, NO): 707-	746-1273		
BENICIA, CA 94510						E-MAIL ADDRESS: TTRUSSELL@FARMERSAGENT.COM							
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