

**RICHARDSON BAY REGIONAL AGENCY
PROFESSIONAL SERVICES CONTRACT**

THIS CONTRACT is made and entered into this 14th day of September 2023, by and between the RICHARDSON 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 services: Preparation, management and implementation of an Eelgrass Restoration and Adaptive Management Plan (RAMP) including any necessary environmental review, through the term of EPA grant (estimated at June 30, 2027). Includes stakeholder engagement, outreach and education, coordination with project partners, management of plan implementation and adaptations to eelgrass management, preparation and delivery of reports, development of related policies and procedures, technical expertise and advice, and overall project and budget management and in collaboration with project partners, eelgrass restoration (minimum 15 acres), and remote sensing and monitoring

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 \$1,395,900, 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 9/14/23 and shall terminate on 6/30/27. 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 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 Bay Regional Agency Board of Directors, the State of California, the federal government, 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 Bay Regional Agency Board of Directors, the State of California, the federal government 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 member agencies, 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:	Executive Director
Dept./Location:	Richardson Bay Regional Agency 3501 Civic Center Drive, Room 308 San Rafael, CA 94903
Telephone No.:	650-587-7300 x 124

Notices shall be given to Contractor at the following address:

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

22. ACKNOWLEDGEMENT OF EXHIBITS

Check applicable Exhibits

**CONTRACTOR'S
INITIALS**

EXHIBIT A.

EXHIBIT B.

EXHIBIT C.

EXHIBIT D.

EXHIBIT E.

	Scope of Services	
	Fees and Payment	
	Insurance Reduction/Waiver	
	Contractor’s Debarment Certification	
	Subcontractor’s Debarment Certification	

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

CONTRACTOR:

**APPROVED BY:
RICHARDSON BAY REGIONAL AGENCY**

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

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

Agency Counsel: _____

DRAFT

Exhibit A

SCOPE OF CONSULTANT WORK

1. **Preparation of an Eelgrass Restoration and Adaptive Management Plan (RAMP)**

Timeline: December 31, 2023. For adoption by the Agency Board of Directors

The plan shall include, at the minimum:

- a. An adaptive management plan for eelgrass restoration over a ten-year period, with provisions for monitoring success and adapting restoration efforts based on results and changed conditions
- b. A Phase I plan for restoration of at least 15 acres of eelgrass, within the jurisdiction of the Agency, by no later than June 30, 2027
- c. Consistency with the [Richardson Bay Special Area Plan](#) and the Bay Conservation & Development Commission's San Francisco Bay Plan
- d. The best available science on eelgrass habitat restoration and the California Eelgrass Management Plan (CEMP) and its periodic updates, as well as technical expertise of the SF State Estuary and Audubon California
- e. Prioritization criteria and best practices for removal of non-vessel marine debris from the bay floor
- f. Potential for reuse of dredged materials in restoration efforts
- g. Detailed timelines for plant cultivation and in-water restoration activities
- h. Stakeholder workshops, alongside an ongoing outreach and education plan with emphasis on historically disadvantaged communities in partnership with Audubon California and others
- i. Provisions for collaborative partnership with San Francisco State University, Estuary and Ocean Science Center ("SF State EOS"), who will have a lead role on researched restoration methods, location, planting/seedling, and monitoring and studying results, as well as its job training for two early career BIPOC/first generation college graduates in restoration ecology.
- j. Provisions for collaborative partnership with Audubon California on its lead role on community engagement, including its Community Conservation Fellow Program, as well as partnership on eelgrass bed mapping and its waterbird monitoring
- k. Remote sensing as part of a monitoring program
- l. Provisions for eelgrass management adaptations due to outcomes from restoration efforts, new information and changed conditions

The consultant will be responsible for ensuring the RAMP approval and implementation complies with any CEQA/Environmental Review requirements. The Agency is anticipating the RAMP and its implementation will be Categorical Exempt.

2. **Adaptive management and implementation of the RAMP and associated eelgrass habitat protection and restoration activities through the conclusion of the EPA grant.**

Timeline: Estimated conclusion date of June 30, 2027

Management and implementation shall include, at the minimum:

- a. Completion of Phase I restoration of 15 acres by June 30, 2027

- b. Remote sensing and monitoring
- c. Eelgrass management adaptations as a result of outcomes from restoration efforts, new information, and changed conditions
- d. Removal of marine debris from bay floor, as provided for in the RAMP, which qualifies for reimbursement from grant funds acquired by the Agency for removal and disposal
- e. Partnership support to the SF State EOS on having a lead role in determining and implementing researched restoration methods, location, planting/seeding, and monitoring and studying results, as well as its job training for two early career BIPOC/first generation college graduates in restoration ecology.
- f. Outreach and education, including through partnership with [Audubon California](#) on having a lead role in community engagement, with emphasis on underserved members of the community, and partnership support of Audubon California's Community Conservation Fellow Program
- g. Meetings and other communication with the Agency and key stakeholders
- h. Technical advice to Agency on eelgrass habitat issues
- i. Quarterly and annual reports, and final report, on project activities and outcomes

CONSULTANT DELIVERABLES

As outlined in the Consultant Scope of Services, the Consultant is expected to deliver to the Agency the following documents and materials during and through the course of the contract, as well as achieving a minimum of 15 acres of eelgrass restoration under implementation of the RAMP:

- 1) Eelgrass Restoration and Adaptation Management Plan (RAMP)
- 2) Any proposed RAMP amendments, if warranted, and management adaptations, policies, procedures and other documents and materials as needed to implement the RAMP
- 3) Stakeholder and community outreach, education and engagement materials
- 4) At least quarterly reports and an annual report with:
 - a) Data and information on project activities and associated outcomes - including annual monitoring results
 - b) Progress on achieving at least 15 acres of eelgrass restoration
 - c) Progress on removal of non-vessel marine debris from the bay floor