

**RICHARDSON BAY REGIONAL AGENCY
PROFESSIONAL SERVICES CONTRACT**

THIS CONTRACT is made and entered into this 14th DAY OF MARCH 2024, by and between the RICHARDSON BAY REGIONAL AGENCY hereinafter referred to as "Agency" and NATIONAL AUDUBON SOCIETY dba AUDUBON CALIFORNIA, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, Agency desires to retain a person or firm to provide the following service: for implementation of the subaward identified in Agency's grant from the US Environmental Protection Agency (EPA) San Francisco Bay Water Quality Improvement Fund (SFBWQIF), executed on May 5, 2023, to support the project, "Collaboratively Restoring Eelgrass in Richardson Bay to Improve Water Quality and Climate Resilience", 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 included in **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 \$327,000.00, 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 March 14, 2024 and shall terminate on June 30, 2027. 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 additional insureds 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 or nature, 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 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 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: 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: Casey Skinner, Program Director San Francisco Bay
 National Audubon Society
 Address: Richardson Bay Audubon Center
 376 Greenwood Beach Rd
 Tiburon, CA 94920
 Telephone No.: 415.388.2524 x111

22. ACKNOWLEDGEMENT OF EXHIBITS

Check applicable Exhibits

CONTRACTOR'S INITIALS

<u>EXHIBIT A.</u>	X	Scope of Services, including fee schedule	<i>NH</i>
<u>EXHIBIT B.</u>	X	Fees and Payment	<i>NH</i>
<u>EXHIBIT C.</u>		Insurance Reduction/Waiver	
<u>EXHIBIT D.</u>	X	Contractor's Debarment Certification	<i>NH</i>
<u>EXHIBIT E.</u>		Subcontractor's Debarment Certification	

EXHIBIT "A"
SCOPE OF WORK AND BUDGET BY TASK

See attached.



Scope of Work and Budget by Task

Proposed by: Richardson Bay Audubon Center & Sanctuary/Audubon California
Project: Collaboratively Restoring Eelgrass in Richardson Bay to Improve Water Quality and Climate Resilience, in partnership with the Richardson Bay Regional Agency (RBRA)
Period of Performance: Upon Execution - June 30, 2027

Introduction

The goal of this scope of work is to support the Richardson Bay Regional Agency's (RBRA) project *Collaboratively Restoring Eelgrass in Richardson Bay to Improve Water Quality and Climate Resilience* ("the Project"), funded by the US Environmental Protection Agency's (EPA) San Francisco Bay Water Quality Improvement Fund (SFBWQIF). The Project is an innovative public-private partnership to restore at least fifteen acres of eelgrass over four years, provide training for early career conservationists from severely disadvantaged communities, and develop shareable, scalable best-practices for eelgrass restoration in areas of anchor scour. Project partners include RBRA, San Francisco State University's Estuary and Ocean Science Center (EOS), Audubon CA, Merkel & Associates, and Coastal Policy Solutions. Audubon CA's role is to lead community engagement efforts, with a focus on historically excluded communities in Marin County. Through these efforts, Audubon CA will provide data and research vital for the protection and restoration of the second largest eelgrass bed in the San Francisco Bay Estuary, which supports crucial wintering waterbird habitat for a variety of bird species on the Pacific Flyway.

Scope of Work by Task

As requested by RBRA, through their project management consultant Coastal Policy Solutions, we have developed the following scope of work and detailed budget for Audubon California staff. We propose to accomplish these tasks by June 30, 2027:

- Task 1: Community Conservation Fellowship
- Task 2: Audubon Youth Leaders
- Task 3: Habitat and Waterbird Monitoring
- Task 4: Project Management and Support

Task 1: Community Conservation Fellow

Project funds will help support at least two Audubon CA Community Conservation Fellowships (CCF) over the course of the project. The CCF is a paid, year-long program that provides housing and living wage for an early career Black, Indigenous, or Person of Color (BIPOC) and/or first-generation college graduate. Under the mentorship of Audubon CA staff and in close coordination with the Project's eelgrass restoration leads (Merkel & Associates and EOS), the Community Conservation Fellow (CCF) will take part in eelgrass restoration actions (e.g., prepping eelgrass shoots for restoration, eelgrass revegetation, habitat monitoring, drone flying, etc.), providing early career job training in restoration ecology. The CCF and Audubon staff will work together to engage high school students from Marin City or other programs with disadvantaged youth from Marin County with opportunities to enjoy public access to Richardson Bay through docent-led kayaking at the eelgrass beds (at least two field trips per year). Audubon CA agrees to provide \$55,000 in matching funds for the CCF over the project period.

Outcome/Deliverable:

CCF will produce two blog posts per year, participate in two field trips for youth per year, and help at one project related outreach event per year throughout the funding period.

Task 1 Budget

Description	Hours	Rate	Budget Proposal
Salary	30%	Up to \$20	
Community Conservation Fellow Yr 1	624	\$18.0000	\$11,232.00
Community Conservation Fellow Yr 2	624	\$19.0000	\$11,856.00
Community Conservation Fellow Yr 3	624	\$20.0000	\$12,480.00
	1872		\$35,568.00
Fringe		8.00%	\$2,845.44
Salary Subtotal			\$38,413.44
GRAND TOTAL			\$38,413.44

Task 2: Audubon Youth Leaders Engagement

Audubon California staff will engage with high school students with opportunities to enjoy public access to Richardson Bay through kayaking and shoreline field trips to eelgrass beds. The Audubon Youth Leaders program is a nine-month conservation internship where participants earn a stipend. Every week, teens gather at the Richardson Bay Audubon Center & Sanctuary for a two-hour conservation-based program. Other activities include an overnight camping trip, engagement with a variety of environmental professionals, and restoration ecology training. Youth are primarily recruited from alternative programs under the support of guidance counselors or parole officers. During this project, the Audubon Youth Leaders will take part in eelgrass restoration actions (e.g., prepping eelgrass shoots for restoration, eelgrass revegetation) and participate in other direct conservation opportunities restoration ecology.

Outcome/Deliverable:

Youth will participate in at least two kayak field trips each year for a total of approximately six throughout the funding period. Other deliverables include student testimonials written by youth at the end of each cohort cycle and an annual presentation to the RBRA Board of Directors.

Task 2 Budget

Description	Hours	Rate	Budget Proposal
Salary	25%	Up to \$35	
Senior Coordinator, Community Science Yr 1	520	\$32.0000	\$16,640.00
Senior Coordinator, Community Science Yr 2	520	\$33.2800	\$17,305.60
Senior Coordinator, Community Science Yr 3	520	\$34.6112	\$17,997.82
	1560		\$51,943.42
Fringe		29.00%	\$15,063.59
Salary Subtotal			\$67,007.02
GRAND TOTAL			\$67,007.02

Task 3: Habitat and Waterbird Monitoring

Audubon California staff will lead the annual eelgrass damage assessment (via aerial photography) and annual drone-based waterbird surveys in alignment with previously developed protocols. Participating staff will include the Community Conservation Fellow and, when possible, Audubon Youth Leaders or other local high school students in the implementation and data analysis for these efforts.

Outcome/Deliverable:

1. Annual flyover of Richardson Bay and report detailing damage assessment to eelgrass bed. Report will include at a minimum: survey methodology, high and low estimates of damage in the survey year (in acres), comparisons between the current year and previous years (including charts, tables, and/or graphs where appropriate), identification of anchor scars showing signs of recovery and (where possible) quantification of recovery acreage. The draft and final reports are due each year by November 15 and January 15, respectively.
2. Annual report detailing waterbird usage of Richardson Bay. The report will include at a minimum: maps of rafting waterbirds during the current season of monitoring, descriptive analysis and data visualization (e.g., heat maps, bubble maps, etc.) of trends through time, and major takeaways. The draft and final reports are due each year on May 15 and July 15, respectively.

Task 3 Budget

Description	Hours	Rate	Budget Proposal
Salary	20%	Up to \$45	
Biologist Yr1	416	\$40.8700	\$17,001.92
Biologist Yr 2	416	\$42.5048	\$17,682.00
Biologist Yr 3	416	\$44.2050	\$18,389.28
	1248		\$53,073.20
Fringe		29.00%	\$15,391.23
Salary Subtotal			\$68,464.42
Operating Costs			
Plane Charter Fee (4)	NA		\$13,200
Subtotal Direct Costs			\$13,200
GRAND TOTAL			\$81,664.42

Task 4: Project Management and Support

San Francisco Bay Program Director will provide overall project management, which will include scheduling staff, contracting vendors, and submitting necessary invoices and reports. Director will participate in quarterly meetings with all project partners, monthly check ins with Coastal Policy Solutions, and will be available to attend RBRA Board of Director meetings or other incidental meetings as requested by Coastal Policy Solutions.

Outcome/Deliverable:

1. Quarterly reports due within fifteen calendar days after the end of each Federal fiscal quarter (January 15, April 15, July 15, and October 15). The reports should include: a discussion of the activities conducted during the previous quarters, problems encountered and their resolution, activities planned for the next quarter, a financial accounting of costs incurred during the reporting period, and photographs of project activities suitable for public-facing materials.
2. Invoices by task and budget category, to be submitted no more than monthly and at least quarterly. Invoices should include a description of costs incurred (e.g., hours per staff person, hard costs, etc.), total costs to date, and budget remaining.

Task 4: Budget

Description	Hours	Rate	Budget Proposal
Salary	14.2%	Up to \$67	
San Francisco Bay Program Director Yr 1	296	\$61.7400	\$18,275.04
San Francisco Bay Program Director Yr 2	296	\$64.2096	\$19,006.04
San Francisco Bay Program Director Yr 3	295	\$66.7483	\$19,690.75
	887		\$56,971.83
Fringe		29.00%	\$16,521.83
Salary Subtotal			\$73,493.66
GRAND TOTAL			\$73,493.66

Total Budget:

The total budget request includes salary and operating costs for the tasks described in the scope of work. Fringe costs are included and applied to salary costs.

**Total Budget for Tasks 1 - 4
Period of Performance: October 1, 2023-June 30, 2027**

Description	Budget Proposal
Salaries + Fringe	
Task 1 – Community Conservation Fellow	\$38,413.44
Task 2 – Audubon Youth Leaders	\$67,007.02
Task 3 – Habitat and Waterbird Monitoring	\$68,464.42
Task 4 – Project Management and Support	\$73,493.66
Salary Subtotal	\$247,378.54
Operating Costs	
Plane Charter Fee (3)	\$13,200.00
Subtotal Direct Costs	\$13,200.00
NICRA (25.49%)	\$66,421.46
GRAND TOTAL	\$327,000.00

Proposed Timeline (to be adjusted based on timing of contract execution):

Year 1 – October 2023-September 2024				
Task	Oct-Dec 2023	Jan-March 2024	April-June 2024	July-Sept. 2024
Project Management				
Habitat and Waterbird Analysis	Surveys Start	Surveys End	Analysis + Reports	
CC Fellow	Fellow Starts		Fellow Leaves	
Youth Leaders	AYL Starts		AYL Ends	

Year 2 – October 2024-September 2025				
Tasks	Oct-Dec 2024	Jan-March 2025	April-June 2025	July-Sept. 2025
Project Management				
Habitat and Waterbird Analysis	Surveys Start	Surveys End	Analysis + Reports	
CC Fellow	Fellow Starts		Fellow Leaves	
Youth Leaders	AYL Starts		AYL Ends	

Year 3 – October 2025-September 2026				
Tasks	Oct-Dec 2025	Jan-March 2026	April-June 2026	July-Sept. 2026
Project Management				
Habitat and Waterbird Analysis	Surveys Start	Surveys End	Analysis + Reports	
CC Fellow	Fellow Starts		Fellow Leaves	
Youth Leaders	AYL Starts		AYL Ends	

Year 4 – October 2026- June 2027				
Tasks	Oct-Dec 2026	Jan-March 2027	April-June 2027	July-Sept. 2027
Project Management				
Habitat and Waterbird Analysis	Surveys Start	Surveys End	Analysis + Reports	
CC Fellow	Fellow Starts		Fellow Leaves	
Youth Leaders	AYL Starts		AYL Ends	

EXHIBIT "B"
FEES AND PAYMENT SCHEDULE (required)

AGENCY shall pay CONTRACTOR as follows:

- (1) BASE CONTRACT FEE. \$327,000.00.
- (2) SUBCONTRACTORS: N/A
- (3) MILEAGE N/A
- (4) TRAVEL COSTS. N/A
- (5) AUTHORIZATION REQUIRED. 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 amount payable to Contractor under this Contract for this period shall not exceed \$327,000.00.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/01/2024

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(ies) 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).

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 E-MAIL ADDRESS: certificates@willis.com		FAX (A/C, No): 1-888-467-2378
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED NATIONAL AUDUBON SOCIETY Attn: Annelee Ochel 225 Varick Street, 7th Floor New York, NY 10014	INSURER A: Scottsdale Indemnity Company		15580
	INSURER B: American Zurich Insurance Company		40142
	INSURER C: American Guarantee and Liability Insurance		26247
	INSURER D: National Casualty Company		11991
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: W32819681

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		Y	KKI0000027295800	06/30/2023	07/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			PRA 7445335 - 01	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 6585302 - 01	07/01/2023	07/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			KKO0000027295900	06/30/2023	07/01/2024	EA Act, Error/Omission \$1,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Restoring Eelgrass in Richardson Bay.
SEE ATTACHED

CERTIFICATE HOLDER

CANCELLATION

Richardson Bay Regional Agency
3501 Civic Center Drive, Rm 308
San Rafael, CA 94903

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
[Signature]



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED NATIONAL AUDUBON SOCIETY Attn: Annelee Ochel 225 Varick Street, 7th Floor New York, NY 10014	
POLICY NUMBER See Page 1		NAIC CODE See Page 1	
CARRIER See Page 1		EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Richardson Bay Regional Alliance is included as an Additional Insured as respects to General Liability, as required by written contract.

INSURER AFFORDING COVERAGE: National Casualty Company NAIC#: 11991
 POLICY NUMBER: KKO0000027295900 EFF DATE: 06/30/2023 EXP DATE: 07/01/2024

ADDITIONAL INSURED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Commercial General Liability Occurrence	Limits:	See below

ADDITIONAL REMARKS:
 General Liability:
 Each Occurrence: \$1,000,000
 Damage to Rented Premises (Each Occurrence): \$1,000,000
 Med Exp (Any one Person): \$10,000
 Personal & Adv Injury: \$1,000,000
 Products & Completed Operations Aggregate: \$5,000,000
 General Aggregate: \$5,000,000