

SCOPE OF AGREEMENT (Continued)

The grantee shall develop a plan for improving the Albany Neck and Bulb to enable this area to become part of McLaughlin Eastshore State Park. The grantee shall prepare the plan in three phases. Phase I will focus on information gathering, including document review, stakeholder outreach, identification of regional and statewide priorities, and understanding of the regulatory framework. It will also include a physical site assessment to identify problem areas and determine the scope of the project, sea-level rise projections, and an analysis of site vulnerability to climate change impacts.

Phase II will entail preparation of a Transition Plan. The plan will contain a hazard assessment, mediation plan, and information on landfill integrity and water quality protection. It will also identify, at a conceptual level, potential improvements to trails and other public facilities, vegetation management, and habitat protection and enhancement.

Phase III will include a series of community meetings to gather public input on project outcomes, an environmental analysis required by the California Environmental Quality Act (CEQA), and an analysis of the greenhouse gas emission potential from project implementation. It will also include a cost estimate, phasing plan, and plans for operation and maintenance.

The grantee shall carry out the project in accordance with this agreement and a work program as provided in the "WORK PROGRAM" section, below. The grantee shall provide any funds beyond those granted under this agreement which are needed to complete the project.

CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT

The grantee shall not commence the project and the Conservancy shall not be obligated to disburse any funds under this agreement until the following conditions precedent have been met:

1. The City Council of the grantee has adopted a resolution designating positions whose incumbents are authorized to negotiate and execute this agreement and amendments to it on behalf of the grantee.
2. The Executive Officer of the Conservancy ("Executive Officer") has approved in writing:
 - a. The work program for the project as provided in the "WORK PROGRAM" section, below.
 - b. All contractors that the grantee intends to retain in connection with the project.

CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT (Continued)

3. The grantee has provided written evidence to the Conservancy that the grantee has provided for required insurance coverage, including additional insured endorsement, as described in the "INSURANCE" section, below.

TERM OF AGREEMENT

This agreement shall take effect when signed by both parties and received in the office of the Conservancy together with the resolution described in the "CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT" section of this agreement. An authorized representative of the grantee shall sign the first page of the originals of this agreement in ink.

This agreement shall run from its effective date through June 30, 2016 ("the termination date") unless otherwise terminated or amended as provided in this agreement. However, all work shall be completed by March 31, 2016 ("the completion date").

AUTHORIZATION

The signature of the Executive Officer of the Conservancy on this agreement certifies that at its May 29, 2014 meeting, the Conservancy adopted the resolution included in the staff recommendation attached as Exhibit 2. This agreement is executed under that authorization.

Standard Provisions

WORK PROGRAM

Before beginning the project, the grantee shall submit a detailed work program to the Executive Officer for review and written approval of its consistency with this grant agreement. The work program shall include:

1. The specific tasks to be performed.
2. A schedule of completion for the project, specifically listing the completion date for each project component and a final project completion date.
3. A detailed project budget. The project budget shall describe all labor and materials costs of completing each component of the project. For each project component, the project budget shall list all intended funding sources including the Conservancy's grant and all other sources of monies, materials, or labor.

If all or any part of the project to be funded under this agreement will be performed by third parties ("contractors") under contract with the grantee, then the grantee shall, prior to initiating any contractor selection process, submit the selection package to the Executive Officer for review and written approval as to consistency with the purposes of this grant agreement. Upon approval by the Executive Officer, the grantee shall proceed with the contractor selection process. Prior to final selection of a contractor, the grantee shall submit to the Executive Officer for written approval the names of all contractors that the grantee intends to hire. The grantee shall then comply with the above paragraph regarding submission and approval of a work program prior to project commencement.

The work program shall have the same effect as if included in the text of this agreement. However, the work program may be modified without amendment of this agreement upon the grantee's submission of a modified work program and the Executive Officer's written approval of it. If this agreement and the work program are inconsistent, the agreement shall control.

The grantee shall carry out the project in accordance with the approved work program.

COORDINATION AND MEETINGS

The grantee shall coordinate closely with Conservancy staff and other involved entities, including local, state and federal agencies, and shall participate in meetings and other communications as necessary to ensure coordination.

WORK PRODUCTS

All material, data, information, and written, graphic or other work produced, developed or acquired under this agreement is subject to the unqualified and unconditional right of the Conservancy to use, reproduce, publish, display, and make derivative use of all such work, or any part of it, free of charge and in any manner and for any purpose; and to authorize others to do so. If any of the work is subject to copyright, trademark, service mark, or patent, the Conservancy is granted and shall have a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of derivative works, and display and perform the work, or any part of it, and to grant to any third party a comparable and coextensive sublicense.

The grantee shall include in any contract with a third party for work under this agreement terms that preserve the rights, interests, and obligations created by this section, and that identify the Conservancy as a third-party beneficiary of those provisions.

The grantee shall not utilize the work produced under this agreement for any profit-making venture, or sell or grant rights to a third party for that purpose.

COSTS AND DISBURSEMENTS

When the Conservancy determines that all "CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT" have been fully met, the Conservancy shall disburse to the grantee, in accordance with the approved project budget, a total amount not to exceed the amount of this grant, as follows:

The Conservancy shall disburse funds for costs incurred to date, less ten percent, upon the grantee's satisfactory progress under the approved work program and upon submission of a "Request for Disbursement" form, which shall be submitted no more frequently than monthly but no less frequently than quarterly. The Conservancy shall disburse the ten percent withheld upon the grantee's satisfactory completion of the project and compliance with the "PROJECT COMPLETION" section, below, and upon the Conservancy's acceptance of the project.

The Conservancy will reimburse the grantee for expenses necessary to the project when documented by appropriate receipts. The Conservancy will reimburse travel and related expenses at actual costs not to exceed the rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations ("CCR"), except that reimbursement may be in excess of these rates upon documentation that these rates are not reasonably available to the grantee. Reimbursement for the cost of operating a private vehicle shall not, under any circumstance, exceed the current rate specified by the State of California for unrepresented state employees as of the date the cost is incurred. The Conservancy will

COSTS AND DISBURSEMENTS (Continued)

reimburse the grantee for other necessary expenses if those expenses are reasonable in nature and amount taking into account the nature of the project, its location, and other relevant factors.

The grantee shall request disbursements by filing with the Conservancy a fully executed "Request for Disbursement" form (available from the Conservancy). The grantee shall include in the form its name and address, the number of this agreement, the date of the submission, the amount of the invoice, the period during which the work was actually done, and an itemized description, including time, materials, and expenses incurred, of all work done for which disbursement is requested. Hourly rates billed to the Conservancy and specified in the approved work program budget shall be equal to the actual compensation paid by grantee to employees, which may include employee benefits. The form shall also indicate cumulative expenditures to date, expenditures during the reporting period, and the unexpended balance of funds under the grant agreement.

An authorized representative of the grantee shall sign the form. Each form shall be accompanied by:

1. All receipts and any other source documents for direct expenditures and costs that the grantee has incurred.
2. Invoices from contractors that the grantee engaged to complete any portion of the work funded under this agreement and any receipts and any other source documents for costs incurred and expenditures by any such contractor, unless the Executive Officer makes a specific exemption in writing.
3. A supporting progress report summarizing the current status of the work and comparing it to the status required by the work program (budget, timeline, tasks, etc.), including written substantiation of completion of the portion of the project for which the grantee is requesting disbursement.

The grantee's failure to fully execute and submit a Request for Disbursement form, including attachment of supporting documents, will relieve the Conservancy of its obligation to disburse funds to the grantee unless and until the grantee corrects all deficiencies.

EXPENDITURE OF FUNDS AND ALLOCATION OF FUNDING AMONG BUDGET ITEMS

The total amount of this grant may not be increased except by written amendment to this agreement. The grantee shall expend funds consistent with the approved project budget. Expenditure on items contained in the approved project budget, other than overhead and indirect

EXPENDITURE OF FUNDS AND ALLOCATION OF FUNDING AMONG BUDGET ITEMS (Continued)

costs, may vary by as much as ten percent without prior approval by the Executive Officer, provided that the grantee first submits a revised budget to the Conservancy and requests disbursement based on the revised budget. Any deviation greater than ten percent, and any deviation that shifts funds from approved budget items into an overhead or indirect costs category, must be identified in a revised budget approved in advance and in writing by the Executive Officer. The Conservancy may withhold payment for items which exceed the amount allocated in the project budget by more than ten percent and which have not received the approval required above. Any increase in the funding for any particular budget item shall mean a decrease in the funding for one or more other budget items unless there is a written amendment to this agreement.

PROJECT COMPLETION

The grantee shall complete the project by the completion date provided in the "TERM OF AGREEMENT" section, above. Upon completion of the project, the grantee shall supply the Conservancy with evidence of completion by submitting:

1. The plan and any other work products specified in the work program for the project, each in a format or formats (for example, paper, digital, photographic) approved by the Executive Officer.
2. Documentation that the grantee has complied with the "CALIFORNIA ENVIRONMENTAL INFORMATION CATALOG ENTRY" section, below.
3. A fully executed final "Request for Disbursement."

Within thirty days of the grantee's submission of the above, the Conservancy shall determine whether the grantee has satisfactorily completed the project. If so, the Conservancy shall issue to the grantee a letter of acceptance of the project. The project shall be deemed complete as of the date of the letter.

EARLY TERMINATION, SUSPENSION AND FAILURE TO PERFORM

Before the project has commenced, either party may terminate this agreement for any reason by providing the other party with seven days notice in writing.

Before the project is complete, the Conservancy may terminate or suspend this agreement for any reason by providing the grantee with seven days notice in writing. In either case, the grantee

EARLY TERMINATION, SUSPENSION AND FAILURE TO PERFORM (Continued)

shall immediately stop work under the agreement and take all reasonable measures to prevent further costs to the Conservancy. The Conservancy shall be responsible for any reasonable and non-cancelable obligations incurred by the grantee in the performance of this agreement prior to the date of the notice to terminate or suspend, but only up to the undisbursed balance of funding authorized in this agreement. Any notice suspending work under this agreement shall remain in effect until further written notice from the Conservancy authorizes work to resume.

Before the project is complete, the grantee may terminate this agreement for any reason by providing the Conservancy with seven days notice in writing and repaying to the Conservancy all amounts disbursed by the Conservancy under this agreement. The Conservancy may, at its sole discretion, consider extenuating circumstances and allow early termination without repayment for work partially completed.

On or before the date of termination of the agreement under this section, whether terminated by the grantee or the Conservancy, the grantee shall provide the Conservancy with all work, material, data, information, and written, graphic or other work produced, developed or acquired under this agreement (whether completed or partial), in appropriate, readily useable form.

The parties expressly agree to waive, release and relinquish the recovery of any consequential damages that may arise out of the termination or suspension of this agreement under this section.

The grantee shall include in any agreement with any contractor retained for work under this agreement a provision that entitles the grantee to suspend or terminate the agreement with the contractor for any reason on written notice and on the same terms and conditions specified in this section.

INDEMNIFICATION AND HOLD HARMLESS

The grantee shall be responsible for, indemnify and hold harmless the Conservancy, its officers, agents and employees from any and all liabilities, claims, demands, damages, or costs, including without limitation litigation costs and attorneys fees, resulting from or arising out of the willful or negligent acts or omissions of the grantee, its officers, agents, contractors, subcontractors and employees, or in any way connected with or incident to this agreement, except for the active negligence of the Conservancy, its officers, agents or employees. The duty of the grantee to indemnify and hold harmless includes the duty to defend as provided in Civil Code Section 2778. This agreement supersedes any right the grantee may have as a public entity to indemnity and contribution as provided in Gov. Code Sections 895 et seq.

INDEMNIFICATION AND HOLD HARMLESS (Continued)

The grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, its officers, agents or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this agreement.

Nothing in this agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this agreement.

The obligations in this "INDEMNIFICATION AND HOLD HARMLESS" section shall survive termination of this agreement.

INSURANCE

Throughout the term of this agreement, the grantee shall procure and maintain insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the grantee or its agents, representatives, employees, or contractors associated with the project undertaken pursuant to this agreement. As an alternative, with the written approval of the Executive Officer, the grantee may satisfy the coverage required by this section in whole or in part through: (a) its contractors' procurement and maintenance of insurance for work under this agreement, if the coverage otherwise fully satisfies the requirements of this section; or (b) the grantee's participation in a "risk management" plan, self insurance program or insurance pooling arrangement, or any combination of these, if consistent with the coverage required by this section.

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - a. Insurance Services Office ("ISO") Commercial General Liability coverage, occurrence basis (Form CG 00 01) or comparable.
 - b. Automobile Liability coverage - ISO Form Number CA 0001, Code 1 (any auto).
 - c. Workers' Compensation insurance as required by the Labor Code of the State of California.
2. Minimum Limits of Insurance. Grantee shall maintain coverage limits no less than:

INSURANCE (Continued)

- a. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities under this agreement or the general aggregate limit shall be twice the required occurrence limit.
(Including operations, products and completed operations, as applicable)
 - b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Officer.
 4. Required Provisions Concerning the Conservancy and the State of California.
 - a. Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party, except after thirty days' prior written notice by first class mail has been given to the Conservancy; or in the event of cancellation of coverage due to nonpayment, after ten days prior written notice to the Conservancy. The grantee shall notify the Conservancy within two days of receipt of notice that any required insurance policy will lapse or be cancelled. At least ten days before an insurance policy held by the grantee lapses or is cancelled, the grantee shall provide the Conservancy with evidence of renewal or replacement of the policy.
 - b. The grantee hereby grants to the State of California, its officers, agents, employees, and volunteers, a waiver of any right to subrogation which any insurer of the grantee may acquire against the State of California, its officers, agents, employees, and volunteers, by virtue of the payment of any loss under such insurance. Grantee agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the grantee has received a waiver of subrogation endorsement from the insurer.
 - c. The general liability and automobile liability policies are to contain, or to be endorsed to contain, the following provisions:
 - (i) The State of California, its officers, agents and employees are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the grantee; and with respect to liability arising out of work or operations, including completed operations, performed by or on behalf of the grantee including materials, parts or equipment furnished in connection with such work or operations.

INSURANCE (Continued)

- (ii) For any claims related to this agreement, the grantee's insurance coverage shall be primary insurance with respect to the State of California, its officers, agents and employees, and not excess to any insurance or self-insurance of the State of California.
 - (iii) The limits of the additional insured coverage shall equal the limits of the named insured coverage regardless of whether the limits of the named insurance coverage exceed those limits required by this agreement.
 - d. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
5. Acceptability of Insurers. Insurance shall be placed with insurers admitted to transact business in the State of California and having a current Best's rating of "B+:VII" or better or, in the alternative, acceptable to the Conservancy and approved in writing by the Executive Officer.
6. Verification of Coverage. The grantee shall furnish the Conservancy with original certificates, in the form attached as Exhibit 3 to this agreement and amendatory endorsements, or copies of the applicable policy language, effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Executive Officer before work commences. The Conservancy reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage, at any time.
7. Contractors. The grantee shall include all contractors as insureds under its policies or shall require each contractor to provide and maintain coverage consistent with the requirements of this section. To the extent generally available, grantee shall also require each professional contractor to provide and maintain errors and omissions liability insurance appropriate to the contractor's profession and in a reasonable amount in light of the nature of the project.
8. Premiums and Assessments. The Conservancy is not responsible for premiums and assessments on any insurance policy.

AUDITS/ACCOUNTING/RECORDS

The grantee shall maintain financial accounts, documents, and records (collectively, "records") relating to this agreement, in accordance with the guidelines of "Generally Accepted Accounting Principles" ("GAAP") published by the American Institute of Certified Public Accountants. The

AUDITS/ACCOUNTING/RECORDS (Continued)

records shall include, without limitation, evidence sufficient to reflect properly the amount, receipt, deposit, and disbursement of all funds related to work under the agreement. Time and effort reports are also required. The grantee shall maintain adequate supporting records in a manner that permits tracing from the request for disbursement forms to the accounting records and to the supporting documentation.

Additionally, the Conservancy or its agents may review, obtain, and copy all records relating to performance of the agreement. The grantee shall provide the Conservancy or its agents with any relevant information requested and shall permit the Conservancy or its agents access to the grantee's premises upon reasonable notice, during normal business hours, to interview employees and inspect and copy books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this agreement and any applicable laws and regulations.

The grantee shall retain the required records for a minimum of three years following final disbursement by the Conservancy. The records shall be subject to examination and audit by the Conservancy and the Bureau of State Audits during the retention period.

If the grantee retains any contractors to accomplish any of the work of this agreement, the grantee shall first enter into an agreement with each contractor requiring the contractor to meet the terms of this section and to make the terms applicable to all subcontractors.

The Conservancy may disallow all or part of the cost of any activity or action that it determines to be not in compliance with the requirements of this agreement.

COMPUTER SOFTWARE

The grantee certifies that it has instituted and will employ systems and controls appropriate to ensure that, in the performance of this contract, state funds will not be used for the acquisition, operation or maintenance of computer software in violation of copyright laws.

NONDISCRIMINATION

During the performance of this agreement, the grantee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, ethnic group identification, physical disability (including HIV and AIDS), mental disability, medical condition, marital status, age (over 40) or sexual orientation (Government Code section 12940). The grantee and its contractors also shall not unlawfully deny a request for or take unlawful

NONDISCRIMINATION (Continued)

action against any individual because of the exercise of rights related to family-care leave (Government Code sections 12945.1 and 12945.2). The grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination, harassment and unlawful acts.

Consistent with Government Code section 11135, the grantee shall ensure that no one, on the basis of race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability, is unlawfully denied full and equal access to the benefits of, or is unlawfully subjected to discrimination under, the work funded by the Conservancy under this agreement.

Pursuant to Government Code section 12990, the grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.) and the applicable regulations (California Code of Regulations Title 2, section 7285.0 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated into this agreement by this reference.

The grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This nondiscrimination clause shall be included in all contracts and subcontracts entered into to perform work provided for under this agreement.

PREVAILING WAGE AND LABOR COMPLIANCE PROGRAM

Work done under this grant agreement may be subject to the prevailing wage and other related requirements of the California Labor Code (see Labor Code sections 1720 et seq.). The grantee shall pay prevailing wage to all persons employed in the performance of any part of the project and otherwise comply with all associated requirements and obligations, if required by law to do so.

OTHER-FUNDER REQUIREMENTS

This agreement is funded with mitigation funds from Agreement No. 05-14 between the Bay Conservation and Development Commission ("BCDC") and the Conservancy, pertaining to the BCDC permits 11-93 and 8-92. As required by Agreement No. 05-14, BCDC has approved the project provided for in this grant agreement.

Under Agreement No. 05-14, the Conservancy is required to provide BCDC with reports describing implementation of the project and an accounting of all expenditures of funds. The

OTHER-FUNDER REQUIREMENTS (Continued)

grantee shall cooperate with the Conservancy in meeting this requirement by timely providing to the Conservancy all requested documents and information.

INDEPENDENT CAPACITY

The grantee, and the agents and employees of the grantee, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

ASSIGNMENT

Without the written consent of the Executive Officer, this agreement is not assignable by the grantee in whole or in part.

TIMELINESS

Time is of the essence in this agreement.

EXECUTIVE OFFICER'S DESIGNEE

The Executive Officer shall designate a Conservancy project manager who shall have authority to act on behalf of the Executive Officer with respect to this agreement. The Executive Officer shall notify the grantee of the designation in writing.

AMENDMENT

Except as expressly provided in this agreement, no change in this agreement shall be valid unless made in writing and signed by the parties to the agreement. No oral understanding or agreement not incorporated in this agreement shall be binding on any of the parties.

LOCUS

This agreement is deemed to be entered into in the County of Alameda.

Exhibit 1: Project Location and Site Maps

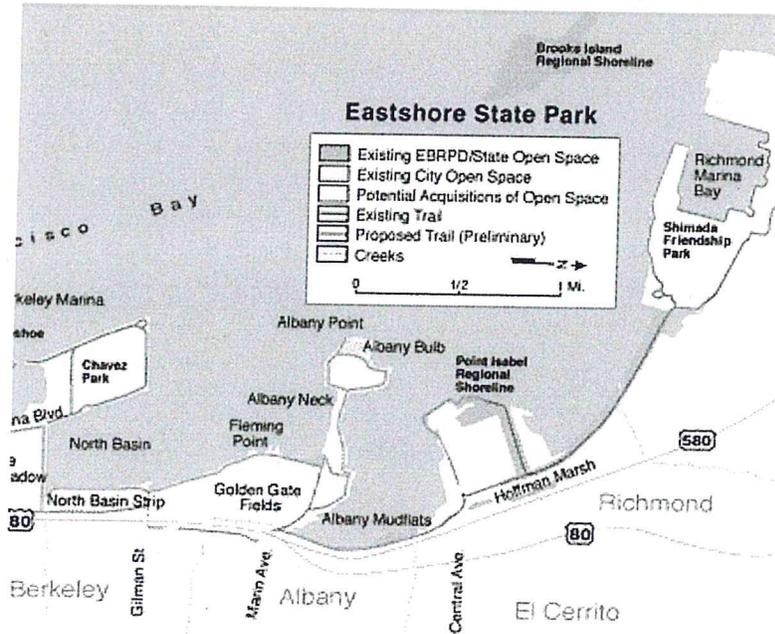
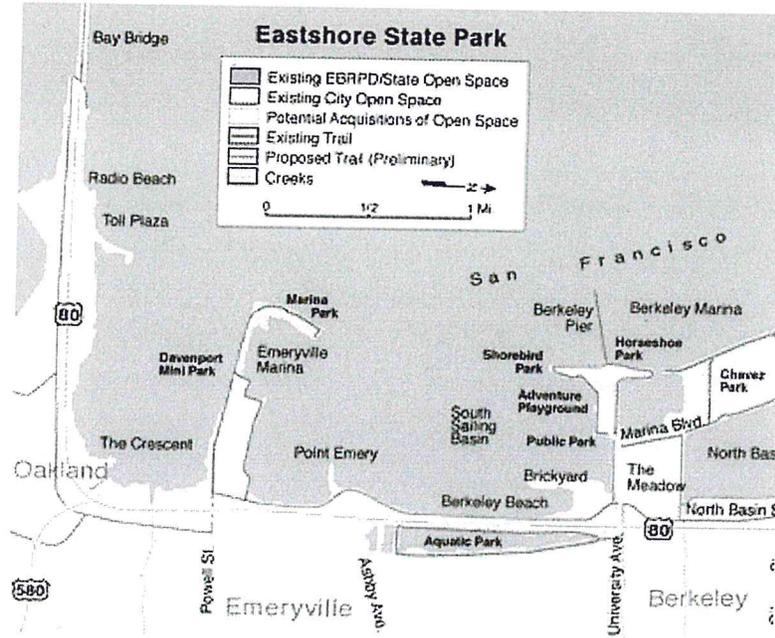
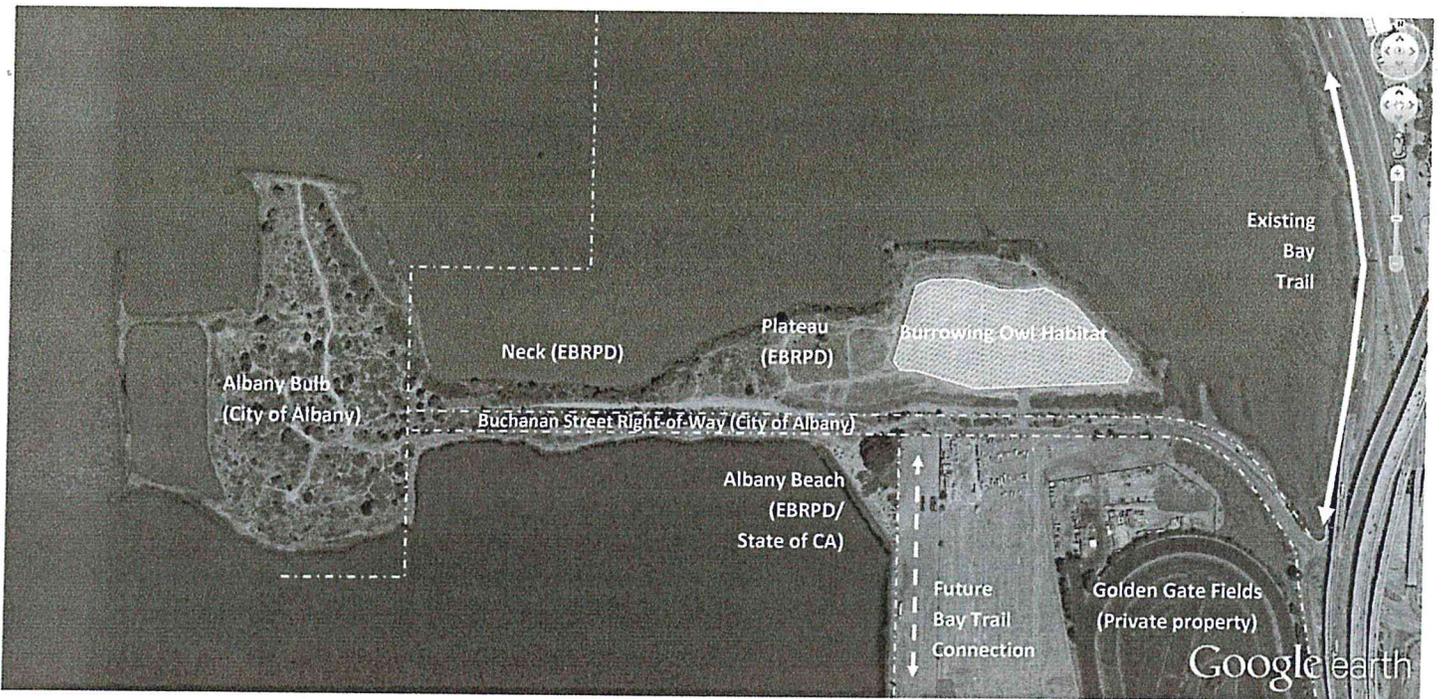


Exhibit 1: Project Location and Site Maps

Exhibit 1 – Site Map and Property Ownership



Source: City of Albany Community Development Department, April 2014

COASTAL CONSERVANCY

Staff Recommendation
May 29, 2014

Albany Neck and Bulb Transition Improvement Plan

Project No. 14-007-01
Project Manager: Jeff Melby

RECOMMENDED ACTION: Authorization to disburse up to \$168,000 to the City of Albany to develop a plan for improving the Albany Neck and Bulb to enable this area to become part of McLaughlin Eastshore State Park.

LOCATION: Waterfront of San Francisco Bay, City of Albany, Alameda County

PROGRAM CATEGORY: San Francisco Bay Area Conservancy

EXHIBITS

Exhibit 1: Project Location and Site Maps

Exhibit 2: Photographs

Exhibit 3: Letters of Support

RESOLUTION AND FINDINGS:

Staff recommends that the State Coastal Conservancy adopt the following resolution pursuant to Sections 31160-31165 of the Public Resources Code:

“The State Coastal Conservancy hereby authorizes disbursement of an amount not to exceed one hundred sixty-eight thousand dollars (\$168,000) to the City of Albany (City) to develop a plan for improving the Albany Neck and Bulb to enable this area to become part of McLaughlin Eastshore State Park of Alameda County. The City shall submit for the review and approval of the Executive Officer of the Conservancy a work plan, schedule, budget, and the names of any contractors to be employed.”

Staff further recommends that the Conservancy adopt the following findings:

“Based on the accompanying staff report and attached exhibits, the State Coastal Conservancy hereby finds that:

1. The proposed authorization is consistent with Chapter 4.5 of Division 21 of the Public Resources Code, regarding projects of the San Francisco Bay Area Conservancy Program.
2. The proposed project is consistent with the current Conservancy Project Selection Criteria and Guidelines.”

PROJECT SUMMARY:

Staff recommends that the Conservancy authorize a grant of up to \$168,000 to the City of Albany (City) to develop a plan for improving the Albany Neck and Bulb to enable this area to become part of McLaughlin Eastshore State Park (Eastshore Park), a State designated seashore, in Alameda County (Exhibit 1). The funding for the proposed project is derived from funds received by the Conservancy from the California Department of Transportation (Caltrans). These mitigation funds were required under permits issued by the San Francisco Bay Conservation and Development Commission (BCDC) for Caltrans work on the Bay Bridge and Interstate 80.

The Albany Neck and Bulb were created by a landfill operation which placed construction debris along the waterfront, progressively out into San Francisco Bay. Eastshore Park, formally established in 2002, is the result of decades of citizen efforts, starting in the 1960s, to stop garbage dumping in the Bay; to regulate commercial development on the shoreline; to preserve the waterfront for public use; and to create environmental benefit on the shoreline. The park extends 8.5 miles from the foot of the Bay Bridge in Oakland to the City of Richmond, offering stunning views of the San Francisco Bay, including the Golden Gate Bridge, the skyline of the City of San Francisco, and the Marin Headlands (Exhibit 2). Providing surprising wildness and isolation in the midst of one of the most highly urbanized areas of California, it is a regional draw for dog-walkers, artists, educators, hikers, bird watchers, cyclists, and other recreational users. The vision and goal to transition the Albany Neck and Bulb into the park, outlined in the *Eastshore State Park General Plan*, has not been implemented because of concerns about uneven ground, protruding metal, unregulated art projects, construction debris, and homeless encampments. The City is therefore seeking a grant from the Conservancy to retain consultants to prepare a plan for implementation of the transition. The ultimate goal of the project is to make the site ready to create a seamless waterfront park.

The plan would be prepared in three phases. Phase I would focus on information gathering, including document review, stakeholder outreach, identification of regional and statewide priorities, and understanding of the regulatory framework. It would also include a physical site assessment to identify problem areas and determine the scope of the project, sea-level rise projections, and an analysis of site vulnerability to climate change impacts.

Phase II would entail preparation of a Transition Plan. The plan would contain a hazard assessment, mediation plan, and information on landfill integrity and water quality protection. It would also identify, at a conceptual level, potential improvements to trails and other public facilities, vegetation management, and habitat protection and enhancement.

Phase III would include a series of community meetings to gather public input on project outcomes, an environmental analysis required by the California Environmental Quality Act (CEQA), and an analysis of the greenhouse gas emission potential from project implementation. It would also include a cost estimate, phasing plan, and plans for operation and maintenance.

The proposed plan would form the basis for subsequent agreements to transfer the property from the City to Eastshore Park and applications for funding to eliminate hazards, protect the integrity of the landfill, and tackle other impediments to expansion of the Eastshore Park. Removal of trail hazards to hikers, improved service vehicle and emergency vehicle access, improved

accessibility for persons with disabilities, and integration of the Neck and Bulb into Eastshore Park are expected to increase the attractiveness of the area for new recreational users.

In preparation for transferring City lands into the Eastshore Park, the City Council recently requested that the Albany Police Department begin enforcing the City's no camping policy on the Bulb. During this transition, the City has committed to providing temporary homeless shelters, which are currently situated at the foot of Buchanan Street near the Neck. The City is also contracting with the Berkeley Food & Housing Project to provide social services to those currently camping illegally on the Bulb, including employment assistance and housing placement.

The City of Albany has a history of waterfront planning policies that reflect a commitment to cooperation with other agencies. The City will continue to work collaboratively with the operator of Eastshore Park, East Bay Regional Park District (EBRPD), throughout the planning process.

Site Description:

The City waterfront is located on the eastern edge of the San Francisco Bay and encompasses approximately 190 acres of land between Highway I-80 and the Bay, with approximately 88 acres publicly owned (Exhibit 1). The Albany Plateau, Neck, and Bulb form the peninsula that extends westward from the Buchanan Street/I-80 interchange. The privately-owned Golden Gate Fields horse race track borders these areas to the south.

Much of the publicly-owned waterfront lands were created from filling the Bay with construction debris from 1963 to 1983, with vegetation growing over the fill. The publicly-owned portion of the waterfront is owned either by the City, EBRPD, or the State (and managed by the EBRPD).

The Plateau is a large, relatively level area at the east end of the peninsula and is currently owned by EBRPD. A large portion of the Plateau is maintained by the EBRPD as a potential habitat for the Burrowing Owl. South of the Plateau, the Albany Beach, owned by the State, was formed by the interplay of tidal action and the contour of the adjacent landfill.

The project site comprises the City-owned portions of the waterfront: the 31-acre Bulb and 7 acres of right-of-way within the Neck. The Neck is a narrow isthmus that extends westward from the Plateau and Buchanan Street out to the Bulb. The Bulb is a roughly oval-shaped area that comprises the westernmost portion of the peninsula.

Both the Neck and Bulb are characterized by steeper topography and denser vegetation than most other areas of the waterfront. The vegetation is designated as "ruderal scrub" (mostly non-native shrubs and grasses), and is dominated by coyote-brush. French broom and cotoneaster are also common, as are native grasses and wildflowers in varying densities. The trails have evolved over time, and in many places have uneven surfaces, protruding metal and construction debris, and are eroding. The entire peninsula shoreline is armored with concrete debris, with a particularly large concentration along the southern edge.

Project History:

The Conservancy led a comprehensive East Bay shoreline needs assessment in the 1980s that helped generate strong community support for the Eastshore Park. In 1992, state legislation (AB

754) was passed that directed EBRPD to acquire and develop an Eastshore State Park encompassing waterfront land in Oakland, Emeryville, Berkeley, Albany, and Richmond. In 1995, the City of Albany submitted a proposal to EBRPD that served as a statement of the City's recommendations and guidance for the development of the City-owned portion of the waterfront to be incorporated into Eastshore Park. The proposal specified that the Neck and Bulb should be preserved as a semi-wild area, reserved for hiking, enjoying the views, observing plants and animals, and providing opportunities for solitude.

In April 2000, the Conservancy granted \$300,000 to EBRPD to prepare the *Eastshore State Park General Plan* and environmental impact report for Eastshore Park. In 2002, Eastshore Park was formally established. (In 2012, the State Park and Recreation Commission renamed the park McLaughlin Eastshore State Park in honor of Save The Bay co-founder Sylvia McLaughlin.)

In June 2003, the Conservancy granted \$2,000,000 to EBRPD for the acquisition of approximately 16 acres along the City of Berkeley's waterfront to be managed as part of Eastshore Park. In September 2009, the Conservancy granted \$100,000 of Caltrans mitigation funds to EBRPD for developing a Feasibility Study for the Albany Beach area in the Eastshore Park. In March 2012, the Conservancy granted \$150,000 in Caltrans mitigation funds to EBRPD to develop documents for final design and environmental compliance. In February 2013, the Conservancy granted \$1,461,173 in Caltrans mitigation funds to EBRPD to undertake improvements to trail and beach access and restoration at Albany Beach.

In addition, as part of the implementation of Eastshore State Park, the City has worked to develop the Bay Trail. The portion of the Bay Trail along Buchanan Street which leads to the project site west of the I-80 interchange was constructed in 1996 using Conservancy grant funds.

PROJECT FINANCING

Coastal Conservancy (Caltrans mitigation funds)	\$168,000
Project Total	\$168,000

The Conservancy holds, in its Coastal Trust Fund, mitigation funding set aside for the Eastshore Park and other east shore areas. The funding for this project is from a permit condition in approvals issued by BCDC for work undertaken by Caltrans on the nearby Interstate 80 freeway under BCDC Permit 11-93 and work on the Bay Bridge and associated Fastrak sign under Permits 8-01 and 8-92. This project would utilize funds identified in these BCDC permits for habitat restoration and access improvements within the Eastshore Park. These funds were deposited with the Conservancy pursuant to Interagency Agreement No. SFBC 05-14 with BCDC. BCDC staff has determined that this proposed project is consistent with the terms of the BCDC permit (Exhibit 3).

The City estimates providing 10 hours per week of staff time for project management throughout the course of the project. The City would also provide venues for community meetings and absorb some document-production costs. The value of these in-kind contributions is estimated to be \$60,000.

CONSISTENCY WITH CONSERVANCY'S ENABLING LEGISLATION:

The proposed authorization is consistent with the purposes and objectives of Chapter 4.5 of Division 21 of the Public Resources Code, Sections 31160-31165 regarding San Francisco Bay Area projects.

Under Section 31162(a), the Conservancy may award grants that will "improve public access to, within, and around the bay, coast, ridgetops, and urban open spaces . . . through completion . . . of regional bay, coast, water, and ridge trail systems. . . ." The proposed project, which includes planning improvement of trails linking the Bay Trail to the shoreline, will enhance public access to and along San Francisco Bay.

Under Section 31162(b), the Conservancy may act to "protect, restore, and enhance natural habitats and connecting corridors, watersheds, scenic areas and other open-space resources of regional importance." The project will help enhance habitat and open space at an area which is to become part of Eastshore Park, which serves residents of at least five cities as well as visitors to the region. Thus, the project will help protect and enhance the existing regionally-significant open space within the Park.

Furthermore, under Section 31162(d), the Conservancy may "promote, assist, and enhance projects that provide open space and natural areas that are accessible to urban populations for recreational and educational purposes." Located in five highly urbanized cities and next to a major interstate freeway and the San Francisco Bay Trail, Eastshore Park is one of the most accessible urban state parks in California.

The proposed project also satisfies four of the five criteria for determining project priority under Section 31163(c) in the following respects: (1) the planning project is consistent with the *Eastshore State Park General Plan*, EBRPD's 1997 Master Plan, the *San Francisco Bay Plan*, the City's general and land use plans, and the City Council Strategic Plan; (2) the project serves a regional need; (3) the project will be implemented in a timely manner; and (4) not improving the City waterfront to enable it to be part of Eastshore Park would result in the loss of a significant conservation and public recreational opportunity.

The proposed project is also consistent with Section 31111, which authorizes the funding of plans to achieve the purposes of the Conservancy's enabling legislation.

CONSISTENCY WITH CONSERVANCY'S 2013 STRATEGIC PLAN GOAL(S) & OBJECTIVE(S):

Consistent with **Goal 11, Objective C** of the Conservancy's 2013-2018 Strategic Plan, the proposed project will develop a plan for enhancement of 38 acres of upland habitat.

Consistent with **Goal 12, Objective A**, the proposed project will develop a plan for a project that provides recreational facilities such as picnic and staging areas, docks and piers, campgrounds, parking lots, interpretive signs, interpretive or educational centers, and natural play spaces.

**CONSISTENCY WITH CONSERVANCY'S
PROJECT SELECTION CRITERIA & GUIDELINES:**

The proposed project is consistent with the Conservancy's Project Selection Criteria and Guidelines, last updated on November 10, 2011, in the following respects:

Required Criteria

1. **Promotion of the Conservancy's statutory programs and purposes:** See the "Consistency with Conservancy's Enabling Legislation" section above.
2. **Consistency with purposes of the funding source:** See the "Project Financing" section above.
3. **Support of the public:** The nonprofit advocacy group Citizens for East Shore State Parks has expressed support for the project, which is consistent with their mission to, "create a necklace of shoreline parks from the Oakland Estuary to the Carquinez Strait." Please see attached letters of support from Assemblymember Nancy Skinner and Senator Loni Hancock, who both support incorporating the City-owned portions of the Albany waterfront into the Eastshore State Park for continuity and to encourage recreational use (Exhibit 3).
4. **Location:** The project lies within the jurisdiction of the San Francisco Bay Area Conservancy Program, in Alameda County.
5. **Need:** As a small city, the City of Albany does not have the financial resources to fund the creation of this transition plan without outside agency assistance. Without funding, the Neck and Bulb would remain under the ownership of the City of Albany. Plans to improve trails, enhance vegetation, and add public facilities would be stalled until funding for a transition plan could be identified.
6. **Greater-than-local interest:** This project will enable expansion of a State Park that spans approximately eight miles of the San Francisco Bay shoreline, including the cities of Oakland, Emeryville, Berkeley, Albany, and Richmond, with an estimated combined population of well over 600,000. The project will enable this Park to better serve local residents as well as potentially millions of visitors per year. Located near major freeways and other transportation routes, this Park is one of the most accessible open spaces in the Bay Area.
7. **Sea level rise vulnerability:** The City has done preliminary research on sea-level rise impacts at the waterfront. The average elevation of the Neck and Bulb is 30 feet above sea level. At a sea level rise of 16 inches, the roadway and site access along Buchanan Street could become vulnerable to flooding. At 55 inches, low-lying areas along the shoreline of the site would be inundated.

The plan provides for a sea-level rise analysis during Phase I of the project. The City will work with consultants to incorporate sea-level rise projections as well as an analysis of the potential for coastal erosion and flooding into the transition plan.

Additional Criteria

11. **Conflict Resolution:** The proposed project will aid in the resolution of issues affecting the ability of the City to transfer Albany Bulb and Neck into Eastshore Park.
13. **Readiness:** The City is prepared to start work on the project immediately.
14. **Realization of prior Conservancy goals:** See "Project History" above.
16. **Cooperation:** The City will conduct the project in cooperation with East Bay Regional Park District and will consult with BCDC and other stakeholders.

CONSISTENCY WITH SAN FRANCISCO BAY PLAN:

The proposed project is consistent with the policies contained in the *San Francisco Bay Plan*, adopted by BCDC in January 2006, and the policies of BCDC in that the project will include plans for the improvement of public access and recreational opportunities while minimizing potential impacts on wildlife (Public Access Policies 2, 4, and 12 as amended October 2011). The proposed plan to expand Eastshore State Park would help implement the policies and recommendations outlined in Map 4 of the *San Francisco Bay Plan* which states, "Eastshore State Park - Develop park from Bay Bridge to Marina Bay in Richmond for multiple uses, including recreation, wildlife and aquatic life protection. Protect wildlife and aquatic life values at sites such as Emeryville Crescent, Hoffman Marsh and Albany Mudflats."

COMPLIANCE WITH CEQA:

The proposed project is exempt from the California Environmental Quality Act (CEQA) pursuant to the following sections of 14 Cal. Code of Regulations: Section 15262, in that it involves only feasibility or planning studies for possible future actions which the Conservancy has not approved, adopted, or funded; and Section 15306, in that it involves basic data collection, research, and resource evaluation activities which will not result in any disturbance to an environmental resource, and which will be undertaken as part of a study which may lead to an action which the Conservancy has not yet approved, adopted, or funded.