



HAYWARD AREA SHORELINE PLANNING AGENCY

City of Hayward
East Bay Regional Park District
Hayward Area Recreation and Park District

May 9, 2024

- 3:00 PM -

In-Person and Remote Participation

HASPA Board of Trustees Meeting Agenda

A Joint Powers Authority comprised of the East Bay Regional Park District, Hayward Area Recreation and Park District, and the City of Hayward.

Meeting location: HARD District Office at 1099 E Street, Hayward, CA and online via Zoom
Register for meeting link:

https://ebparks.zoom.us/webinar/register/WN_y_oHp1AfRi2IDUeGvgsm5A

Special notice regarding public participation:

The Hayward Area Shoreline Planning Agency (HASPA) intends to hold meetings through a hybrid platform of in-person and remote attendance to allow members of the public to participate via remote attendance through the East Bay Regional Park District's (EBRPD) virtual platform, Zoom. The Board of Trustees and designated staff will, with limited exceptions, participate in-person at the office of Hayward Area Recreation and Park District (HARD), District Office at 1099 E Street, Hayward, or other designated public facility within the HASPA service area. Occasionally, members of the Board of Trustees may attend remotely as permitted by the Brown Act.

For those members of the public not attending in-person, public comments may also be submitted one of in the following ways:

1. Send an email to asanders@ebparks.org by 12:00 p.m. the day of the meeting. Please identify the Agenda Item Number in the subject line of your email. Emails will be compiled into one file, distributed to the HASPA Board of Trustees and Technical Advisory Committee (TAC) staff, and published on the EBRPD Public Meeting Page (<https://www.ebparks.org/calendar/public-meetings>). Written comments received after 12:00 p.m. that address an item on the agenda will still be included as part of the record.

2. Live via Zoom. If you would like to make a live public comment during the meeting this option is available through the virtual meeting platform: *Note: this virtual meeting preregistration link will have you preregister for the meeting and then provide you details to the virtual meeting for the purpose of providing a public comment. Registration required:

https://ebparks.zoom.us/webinar/register/WN_y_oHp1AfRi2IDUeGvgsm5A

Comments received during the meeting and up until the public comment period on the relevant agenda item is closed will be provided in writing to the HASPA Board of Trustees. All comments received by the close of the public comment period will be available after the meeting as supplemental materials and will become part of the official meeting record. If you have any questions, please contact Amanda Sanders at asanders@ebparks.org or (510) 544-2650.

How to view the meeting virtually and provide live Public Comment during the meeting: Registration is required at below link. Meeting details will be provided when registration is completed.

When: May 9, 2024 03:00 PM Pacific Time (US and Canada)

Topic: HASPA Board of Trustees Meeting

Register in advance for this webinar:

https://ebparks.zoom.us/webinar/register/WN_y_oHp1AfRi2IDUeGvgsm5A

CALL TO ORDER

ROLL CALL

Public Comments

The Public Comment section provides an opportunity to address the Board on items not listed on the agenda. The Board welcomes your comments and requests that speakers present their remarks in a respectful manner, within established time limits, and focus on issues which directly affect the Board or are within the jurisdiction of the Board. As the Board is prohibited by State law from discussing items not listed on the agenda, your item will be taken under consideration and may be referred to staff.

- 1. Approval of Minutes from the HASPA Meeting Held on April 11, 2024 - Draft Action Minutes of April 11 2024 (Attachment 1)**
- 2. City of Hayward Project Updates (City Staff)**
- 3. Consideration of an Alternative Joint Exercise of Powers Agreement in the Event Oro Loma Sanitary District Does Not Join HASPA (HASPA Trustees Action Item) (Attachment 2)**
- 4. Adoption of Public Agency and Community Outreach Program (HASPA Trustees Action Item (Attachment 3)**
- 5. Old Business (TAC and Board):**
 - a. Recruitment Efforts for Additional Trustee Agencies**
 - b. Community Engagement Activities recap**
- 6. New Business (TAC and Board):**
 - a. Updates on Trustee Agency Capital Projects**
 - b. Location for future 2024 Board meetings**

7. Board Member Announcements**8. Agenda Setting for Next Meetings**

- a. July 11, 2024 HASPA Regular Meeting Agenda**
 - i. FY 2024-2025 Operating budget and dues**
 - ii. Scope of Work and RFP for HASPA Administrative consultant**
 - iii. Presentation by Bay Area climate adaptation agencies**

- b. October 10, 2024 HASPA Regular Meeting Agenda**
 - i. Presentation by Bay Area climate adaptation agencies**
 - ii. Contract with selected HASPA Administrative consultant**
 - iii. Board and TAC By-laws**

ADJOURNMENT

HASPA facilities and meetings comply with the Americans with Disabilities Act. If special accommodations are needed for you to participate, please contact EBRPD staff at (510) 544-2325 as soon as possible, but preferably at least three working days prior to the meeting.

Attachment 1: 4.11.2024 HASPA BOT Minutes

**HAYWARD AREA SHORELINE PLANNING AGENCY
City of Hayward
East Bay Regional Park District
Hayward Area Recreation and Park District**

Meeting of Board of Trustees
Hybrid Meeting: Hayward Area Park & Recreation District & Zoom
April 11, 2024

DRAFT MINUTES

HASPA TRUSTEES PRESENT:

Francisco Zermeño, City of Hayward, HASPA Chair
Dennis Waespi, East Bay Regional Park District
Lou Andrade, Hayward Area Recreation and Park District

HASPA PROSPECTIVE TRUSTEES PRESENT:

None

HASPA TAC MEMBERS PRESENT:

Devan Reiff, East Bay Regional Park District
Eddie Willis, East Bay Regional Park District
Taylor Richard, City of Hayward
Erik Pearson, City of Hayward
Brian Laczko, Hayward Area Recreation and Park District
Erika Castillo, Alameda County Mosquito Abatement District
Jimmy Dang, Oro Loma Sanitary District

STAFF:

Peter Rosen, Hayward Area Recreation and Park District
Amanda Sanders, East Bay Regional Park District
Jason Rosenberg, East Bay Regional Park District
Robbie Parry, East Bay Regional Park District
Makenna Colucci, City of Hayward

VISITORS:

Nicole Witt, Hanson Bridgett
Maria Long, Alameda County Supervisor Marquez' office
Alison Abbors, Alameda County Planning Department

CALL TO ORDER: A meeting of the Hayward Area Shoreline Planning Agency (HASPA) was called to order at 3:05 P.M. by Chair Zermeño, and role was taken by Devan Reiff.

Public Comments: None

9. Approval of Minutes from the HASPA Meeting Held on March 21, 2024 - Draft Action Minutes of March 21, 2024 (Attachment 1)

Trustee Waespi motioned the vote and Trustee Andrade seconded. Vote: Ayes – Zermeño, Andrade, Waespi. Approved unanimously.

10. City of Hayward Project Updates (City Staff)

Taylor Richard provided a short update regarding the Stack Data Center project application. A workshop meeting at the Hayward Planning Commission was scheduled for April 11, 2024, which was cancelled and will be rescheduled in the future. Feedback from February HASPA BOT meeting was given to the project applicant.

11. Public Agency and Community Outreach Program Draft (Devan Reiff, EBRPD) (Attachment 2)

Devan Reiff provided a Community Outreach Program outline to add additional Public Agencies, other property owners along the Hayward Shoreline. There is also a community engagement strategy for tabling at events. There will be new graphics, handouts and social media posts.

Trustee Andrade asked if the goal is to grow HASPA within the current boundaries. Devan replied yes, but we also have interest from the City of San Leandro, which would require an amendment to the boundaries.

Trustee Waespi asked if we have considered adding private entities or NGO's, maybe Together Bay Area. Devan stated that in Table 1 on page 9 of the meeting packet shows in one table entities we are approaching either to join HASPA or the TAC. For example, we would like to have BCDC join the TAC. There is a possible role for private entities like Hayward Chamber of Commerce or San Lorenzo Homeowners Association. Trustee Waespi queried if Calpine has been approached? Devan stated yes, in the past by City of Hayward, during the Master Plan process, but not recently. Trustee Waespi suggested it would be good to approach them now, along with possibly Sierra Club, Alameda Creek Alliance, Dumbarton Quarry Associates, Salt Bay Pond Restoration, SF Bay Trail, and Ridge Trail. Trustee Andrade added suggestions of Union Sanitary District, Ducks Unlimited to the outreach list. Trustee Waespi stated that we host a booth at the Castro Valley Fall Festival and would like to do a road show to Rotary clubs. Brian Laczko suggested attending the County's municipal advisory meetings. Chair Zermeño suggested EBMUD, Caltrans, PepsiCo, Shasta, Alameda County Library, and Castro Valley Library. Devan said that Caltrans attends the TAC committee but they are a potential funder, so they can't be a trustee member. Chair Zermeño reiterated that public events are good for hosting booths and suggested the Rowell Ranch Rodeo in May.

12. Adoption of new Joint Powers Authority Agreement (HASPA Trustees Action Item) (Attachments 3, 4, 5, 6, 7)

Devan Reiff is excited to announce that a milestone has been reached-- a clean copy of the new JPA agreement is ready for adoption, which includes 20 sections and four Schedules. This creates a new HASPA agency that is equipped to meet the challenges of adapting the Hayward Shoreline to climate change. Staff is ready to accept grant funds and apply for future grants. Today there will be a vote to accept the new JPA Agreement. Then each Trustee will bring the new JPA Agreement to their respective boards for approval. The current approval schedule is; April 16 – Oro Loma Sanitary District, May 6 – HARD, May 8 – ACMAD, May 21 – City of Hayward, June 4 – EBRPD.

Trustee Andrade said it looks great. Trustee Waespi said thank you for getting it to this point. Chair Zermeño asked if the HASPA service area will increase when ACMAD joins. Devan responded that technically the HASP JPA jurisdiction is the full area of all the trustee agencies, but the HASPA service area will remain along the Hayward shoreline area. Nicole Witt, counsel with Hanson Bridgett said it wouldn't expand the service area. Chair Zermeño thanked Nicole for all the hard work.

Motion by Trustee Waespi to accept the new JPA Agreement, seconded by Trustee Andrade. Votes: Aye – Waespi, Andrade, Zermeño. Passed unanimously.

Chair Zermeño thanked Supervisor Marquez' office for attending the meeting. Maria Long said that Supervisor Marquez' office is looking forward to being an active participant of HASPA.

13. Old Business (TAC and Board)

a. Recruitment Efforts for Additional Trustee Agencies

Trustees would like to see an update at each meeting.

b. Community Engagement Activities

Trustees would like to see an update at each meeting but want to keep separated from the recruitment efforts for additional trustee agencies.

14. New Business (TAC and Board)

a. Updates on Trustee Agency Capital Projects

Devan said this agenda item is a placeholder for Trustee agency updates on capital projects. Trustee Waespi asked if we can talk about the grant that HASPA will be receiving, Devan replied that the grant has not yet been publicly announced, so we can only discuss general information. Trustee Waespi informed the group that a large federal agency gave money to an SF Bay regional agency, which will be granting money to HASPA because we have good master plan. Devan said that the grant should be announced in the next few weeks. It is a three-year grant, HASPA's portion will be around \$500,000. Trustee Waespi suggested we should have a bunch of local politicians to celebrate HASPA's receipt of the grant. Chair Zermeño mentioned that there should be a separate item on agenda for grants moving forward.

Brian Laczko brought up programming at the program level of HARD, hoping that new partners on HASPA will be able to help with that. Peter Rosen (HARD) said it's a unique

opportunity, we can point to Shoreline Interpretive Center as a physical hub of activity along the shoreline. Chair Zermeño said he would like a cleanup of tires along the shoreline. Trustee Waespi agreed that a cleanup is an excellent idea, there could be HARD & EBRPD naturalists to give a talk about how HASPA protects the shoreline.

15. Board Meeting Announcements

Trustee Waespi mentioned that it is the 90th anniversary for EBRPD – with events like Sheep Shearing event at Ardenwood Park, Saturday, April 13. Park Fest on May 11th at Lake Chabot. Regional Parks Foundation has people from community participating including Drake's Brewery. Fun family event.

Chair Zermeño suggested that it would be nice to have public art at the Shoreline Interpretive Center, perhaps an Ohlone canoe or something else that would represent the Ohlone. Chair Zermeño would like a HASPA pin to wear.

Trustee Andrade said that the Eden Mansion could be a location for upcoming HASPA BOT meetings.

16. Agenda Setting for Next Meeting

a. May 9, 2024 HASPA Special Meeting Agenda

There will be a May 9th meeting, location to be at HARD main office.

b. July 11, 2024 HASPA Regular Meeting Agenda

Chair Zermeño suggested Hayward City Hall as location to host meeting. Staff will check availability.

c. October 10, 2024 HASPA Regular Meeting Agenda

Meeting adjourned at 3:55pm

Attachment 2: Alternative HASPA JPA Report, JPA Agreement, and attachments



HAYWARD AREA SHORELINE PLANNING AGENCY

Memorandum

DATE: May 9, 2024

TO: HASPA Board of Trustees, TAC

FROM: Devan Reiff, EBRPD

SUBJECT: Consideration of an Alternative Joint Exercise of Powers Agreement in the Event Oro Loma Sanitary District Does Not Join HASPA

At the April 11, 2024 Hayward Area Shoreline Planning Agency (HASPA) Board of Trustees meeting, the Board voted to adopt a new Joint Exercise of Powers Agreement (JPA). This milestone was the cumulation of a year and a half of work by the Board, staff of the technical advisory committee, outside counsel, and the counsel from the Trustee agencies and prospective Trustee agencies. The new HASPA JPA would be effective as of July 1, 2024.

For the April 11th vote, staff provided a draft JPA Agreement which anticipated that the HASPA would be comprised of the three current Trustees and two prospective trustees -- Alameda County Mosquito Abatement District (ACMAD) and the Oro Loma Sanitary District (Oro Loma). The three Trustees and the two prospective Trustees scheduled consideration of the HASPA JPA with the following dates of their Board and Council meetings:

Oro Loma	April 16, 2024
HARD	May 6, 2024
ACMAD	May 8, 2024
City of Hayward	May 21, 2024
EBRPD	June 4, 2024

On April 16, 2024, the Oro Loma Board of Directors considered the HASPA JPA. The Oro Loma Board asked questions of staff and raised concerns about the costs of participating as a HASPA member agency at this time, without a confirmed operating budget or what the Board considered to be sufficient controls to prevent a future HASPA budget from increasing to an amount at which Oro Loma could not continue to

participate. The Oro Loma Board continued the HASPA item to their June 11th meeting, a date when its agency partner, Castro Valley Sanitary District participates, and requested that East Bay Regional Park District staff attend the meeting in person to answer detailed questions. At this time, it is unclear whether Oro Loma will approve the JPA as considered by the HASPA Board.

In an effort to give sufficient opportunity for all members and prospective members to join HASPA before the current agreement expires on June 30th, staff recommends that the HASPA Board approve an alternative JPA which will be effective in the event Oro Loma decides not to join HASPA at its June 11th meeting. This alternative will allow the remaining four agencies to join HASPA under the amended and restated JPA, prior to June 30th.

Preparing for the scenario where Oro Loma does not join HASPA on June 11th, counsel drafted an Alternative JPA Agreement that does not include Oro Loma (Attachment 2). Staff recommends this motion be considered:

“That the HASPA Board of Trustees approve the alternative JPA (Attachment 2), which will be the effective agreement between the parties governing HASPA if approved by only the East Bay Regional Park District, the City of Hayward, the Hayward Area Recreation and Park District, and the Alameda County Mosquito Abatement District. If the JPA adopted by the HASPA Trustees on April 11, 2024 is approved by the East Bay Regional Park District, the City of Hayward, the Hayward Area Recreation and Park District, the Alameda County Mosquito Abatement District, and the Oro Loma Sanitary District, the alternative JPA will have no force or effect.”

--

Attachments

Revised JPA Agreement, Schedules and maps

**AMENDED AND RESTATED HAYWARD AREA SHORELINE PLANNING AGENCY
JOINT EXERCISE OF POWERS AGREEMENT**

July 1, 2024

TABLE OF CONTENTS

Section 1. Definitions16

Section 2. Authority and Purpose17

Section 3. Creation of HASPA18

Section 4. Powers.....18

Section 5. Organization19

 a. HASPA Board.....19

 b. Voting.....20

 c. JPA Amendments.....20

 d. Certain JPA Amendments Delegated to the Board.....21

 e. Certain JPA Amendments Delegated to the Manager/Managing Agency.....21

 f. Meetings21

 g. Bylaws.....21

Section 6. Managing Agency/Manager21

 a. Managing Agency21

 b. Manager22

Section 7. Employees.....22

 a. Agency Employees22

 b. Officers, Employees, Agents of the Parties23

Section 8. Budget and Finance23

 a. Budget23

 b. Dues24

 c. Funding and Agency Financial Commitments.....24

Section 9. Treasurer, Controller, Accountability, and Access to Property.....24

 a. Treasurer24

 b. Controller25

 c. Accountability of Funds.....26

 d. Access to Property and Funds.....26

Section 10. Term, Termination, and Withdrawal of a Party.....26

 a. Term26

 b. Termination.....26

c. Withdrawal27

d. Reinstatement.....27

Section 11. Elections27

Section 12. Boundaries and Service Area.....28

Section 13. Amendments28

Section 14. New Parties28

Section 15. Dispute Resolution.....29

Section 16. Severability29

Section 17. Counterparts.....29

Section 18. Successors; Assignment30

Section 19. Governing Law30

Section 20. Joint Drafting.....30

TABLE OF SCHEDULES

Schedule A: Service Area Map

Schedule B: HASPA Boundary Map

Schedule C: Annual Dues Table/Weighted Voting Chart

Schedule C-1: Example Annual Dues Table

**AMENDED AND RESTATED HAYWARD AREA SHORELINE PLANNING AGENCY
JOINT EXERCISE OF POWERS AGREEMENT**

THIS AGREEMENT, dated for convenience as of July 1, 2024, is made and entered into by and among the East Bay Regional Park District, a special district (hereinafter referred to as “Regional Park District”), the Alameda County Mosquito Abatement District, a mosquito control district (hereinafter referred to as “ACMAD”), the Hayward Area Recreation and Park District, a California special district (hereinafter referred to as “HARD”); and the City of Hayward, a municipal corporation (hereinafter referred to as “Hayward”) (collectively “Parties” and individually “Party”); each duly organized and existing in the County of Alameda under the constitution and laws of the State of California.

WITNESSETH:

WHEREAS, the Hayward Area Shoreline Planning Agency (hereinafter referred to as “HASPA” or “Agency”), is a joint powers authority consisting of representatives from the Regional Park District, ACMAD, HARD, and Hayward;

WHEREAS, HASPA was formed pursuant to the December 7, 1970 Joint Exercise of Powers Agreement (hereinafter the “Agreement”);

WHEREAS, the Agreement was subsequently extended on October 7, 1975, November 13, 1979, June 10, 1985, September 11, 1990, September 21, 1995, August 25, 2000, July 1, 2005, June 30, 2010, June 30, 2015, December 1, 2015, January 1, 2021, January 1, 2022, June 30, 2022, and May 11, 2023;

WHEREAS, HASPA's original purpose, which has been fulfilled, was to study, plan, and adopt policies concerning the land uses in the Shoreline area, in order to develop a

comprehensive plan for the governing bodies of the original parties so that the plans and actions of each party are compatible with those of the other parties;

WHEREAS, the Hayward Shoreline faces serious impacts to public health, infrastructure, and resources caused by sea level rise, groundwater intrusion, and storm surge (“Climate Change Impacts”);

WHEREAS, HASPA adopted the Hayward Regional Shoreline Adaptation Master Plan, which creates a framework for a region-wide response to Climate Change Impacts;

WHEREAS, the Parties wish to continue HASPA and its powers and functions in addressing the new mission of responding to Climate Change Impacts by promoting public health and climate adaptation measures, protecting critical infrastructure at the shoreline, and maintaining public access to the shoreline, as more particularly described herein;

WHEREAS, Climate Change Impacts create a unique challenge to the preservation of open space resources at the shoreline. Climate adaptation measures facilitate the conservation and restoration of park lands and habitat for threatened species in the East Bay;

WHEREAS, the coastal inundation and flooding exacerbated by sea level rise increase the breeding habitat for mosquitoes and warmer temperatures associated with climate change can accelerate mosquito development. Engaging in preventative climate change efforts is a crucial way to combat and prevent the transmission of vector-borne diseases which will further ACMAD’s mission of improving the health and comfort of Alameda County residents;

WHEREAS, HARD is a recreational and park district established under Public Resources Code Section 5780 *et seq.* empowered to, among other things, acquire, operate, maintain, and improve recreational facilities and open space, which includes the authority to respond to

Climate Change Impacts by implementing climate adaptation measures to safeguard its property;

WHEREAS, the City of Hayward, pursuant to Section 200 of the City Charter and Article XI, Section 5 of the California Constitution, may make and enforce all laws and regulations in respect to municipal affairs, and pursuant to Article XI, Section 7 of the California Constitution may exercise its police powers to make and enforce ordinances and regulations to promote the public health, safety, and welfare, which includes development and implementation of climate adaption measures to address Climate Change Impacts along the Hayward Shoreline, including sea level rise and/or inundation;

WHEREAS, the Parties desire that this Agreement supersede and supplant all previous iterations of the Agreement set forth above;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the Parties agree as follows:

Section 1. Definitions

- a. "Agency" means HASPA.
- b. "Agreement" means this Amended and Restated Joint Exercise of Powers Agreement.
- c. "HASPA Board" means the Hayward Area Shoreline Planning Agency Board of Trustees, being the governing body of HASPA.
- d. "Controller" means the public officer performing the functions of auditor or controller as determined pursuant to the Act.
- e. "Hayward Shoreline" or "Service Area" means all areas of the City of Hayward and all areas of the unincorporated land in the Alameda County that are west of

the Southern Pacific Railroad tracks and are between the boundaries of the City of San Leandro on the north and the City of Fremont on the south and all areas where the 100 year inundation line is currently shown on FEMA maps, as shown in Schedule A.

- f. “Manager” or “Managing Agency” means the Party, individual, or independent contractor, designated by the HASPA Board to act for and on behalf of the Agency, as the agent or representative of the Agency, pursuant to and within the scope of authority provided in this Agreement and delegated by the HASPA Board, as further described in Section 6.
- g. “Supporting Agency” means a Party that contracts for a project within the Service Area that is not otherwise supported by annual dues.
- h. “Surcharge” means funds required for any expenditure that is approved by the HASPA Board, but is not itemized in the annual budget.
- i. “Treasurer” means the public officer designated and performing the functions of as determined pursuant to Section 6505.5 or Section 6505.6 of the Act.

Section 2. Authority and Purpose

This Agreement is made pursuant to Chapter 5, of Division 7, Title 1 of the California Government Code (Sections 6500 *et seq.*; the "Act") and relates to the joint exercise of powers held by each of the Parties and as otherwise granted by the Act. The purpose of this Agreement is to jointly exercise the common powers of the Parties to address Climate Change Impacts on the Hayward Shoreline by promoting and implementing climate adaptation measures on the

Hayward Shoreline through shoreline planning activities, collaboration to advance projects, and seeking funding for projects.

Section 3. Creation of HASPA

The Agency is a public agency separate from the Parties. The Agency will exercise the powers set forth in this Agreement. No debt, liability, or obligation of the Agency will constitute a debt, liability, or obligation of the Parties, except as expressly provided in this Agreement.

Section 4. Powers

To the greatest extent permitted by law and in the manner provided herein, the Agency will exercise the powers which are common to each Party, or as otherwise permitted under the Act, and all incidental, implied, expressed, or necessary powers to accomplish the purposes of this Agreement. The Agency is hereby authorized, in its own name, to perform all acts necessary to fulfill the purposes of this Agreement, including but not limited to any or all of, the following:

- a. to make and enter into contracts;
- b. to employ agents and employees;
- c. to apply for and accept grants, advances and contributions
- d. to receive, accept, and expend or disburse monies by contract or otherwise for purposes consistent with this Agreement;
- e. to employ or contract for the services of planners, financial advisors, consultants, contractors, fiscal agents, and such other persons as the HASPA Board deems necessary and to establish compensation, salaries, and other benefits for such persons as are necessary to implement this Agreement;

- f. to make plans and conduct studies;
- g. to acquire, hold or dispose of property;
- h. to sue and be sued in its own name; to incur debts, liabilities or obligations and issue indebtedness;
- i. to prepare and adopt a general budget for HASPA's functions;
- j. to explore shoreline protection in conjunction with climate adaptation;
- k. to develop and adopt bylaws and policies for the conduct of the business of the Agency;
- l. to insure itself and the Parties from loss, liability, and claims arising out of or in any way connected with the performance of this Agreement; and
- m. To enter into joint exercise of powers agreements pursuant to the Act.

For the purposes of California Government Code Section 6509, the powers of the Agency will be exercised subject to the restrictions upon the manner of exercising such powers as are imposed on the City of Hayward, a charter city.

Section 5. Organization

a. HASPA Board

The Agency will be governed by the HASPA Board, which will exercise all powers and authority on behalf of the Agency except as otherwise provided herein. The HASPA Board is composed of representatives from each Party, who are known as trustees. Each Party to this Agreement will appoint one member of its governing body to be a trustee and will appoint a second member of its governing body to be an alternate trustee to serve in the absence of that Party's trustee. Each trustee and alternate will serve at the pleasure of his or her governing body, but in no event will either a trustee or alternate trustee serve on the HASPA Board if he

or she is no longer a member of the governing body of a Party. Each trustee (or alternate trustee serving the absence of the trustee) is allocated one vote on any matter before the HASPA Board. In accordance with the Bylaws, the trustees will elect from among themselves, and establish the terms of office for, a Chair and such other officers, as they deem necessary or desirable.

b. Voting

1. Majority Vote and Weighted Voting. Generally, the affirmative vote of a majority of the total membership of the HASPA Board is required to adopt any action. However, any trustee may call for any motion to be subject to weighted voting. The call for weighted voting must be made before the motion is made. The weighted percentage of each trustee's vote will be as set forth in Schedule C. An affirmative vote of at least 51% is required to adopt any motion subject to weighted voting, subject to the consent requirement in Section 8(a) if applicable.

c. JPA Amendments.

Unless explicitly provided in the Agreement, the HASPA Board and the governing boards of the Parties must unanimously approve all amendments to the Agreement, including any amendments to the Agreement that effect the rights, obligations, or status of the Parties to this Agreement, add new parties to the Agreement, or alter the authority and purpose of the Agency.

d. Certain JPA Amendments Delegated to the Board.

The Parties have delegated to the HASPA Board the authority to make any revision to the provisions of the Agreement related to the operations of the Agency, which is necessary to affect the purpose of the Agency.

e. Certain JPA Amendments Delegated to the Manager/Managing Agency.

In addition, the Parties have delegated to the Manager/Managing Agency the authority to make such administrative revisions to the Agreement as described in Section 12.

f. Meetings

All meetings of the HASPA Board are public meetings and will be held subject to the requirements of the Ralph M. Brown Act, Section 54950 *et seq.* of the California Government Code, other applicable laws of the State of California, and the bylaws of the HASPA Board. A majority of the trustees will constitute a quorum.

g. Bylaws

The HASPA Board may adopt, and from time to time amend, bylaws of the HASPA Board as necessary or convenient in the determination of the HASPA Board to achieve its purposes. The bylaws may set forth how meetings of the HASPA Board will be conducted.

Section 6. Managing Agency/Manager

a. Managing Agency

If the HASPA Board designates a Party as the Managing Agency, the duties of the Managing Agency will alternate among the Tier 3 Parties as set forth in Schedule C. The Tier 3 Parties will rotate the Managing Agency role as needed.

b. Manager

The HASPA Board may employ a staff member of one of the Parties or other individual to manage the Agency, or it may contract for the services of the Manager. In such case, the HASPA Board will prescribe the duties, compensation, and terms and conditions of employment, or of the contract, of the Manager. At a minimum, the Manager will coordinate the business of the Agency, hire and direct any Agency employees, attend HASPA Board meetings, prepare, distribute and maintain agendas and minutes of the HASPA Board meetings and official actions of the Agency, and carry out other duties as may be assigned by the HASPA Board. The Manager will serve at the pleasure of the HASPA Board. In the event the HASPA Board employs or contracts for the services of a Manager, the Managing Agency will be responsible for supporting tasks such as administration of the contract for the services of a Manager and use of office resources.

Section 7. Employees

a. Agency Employees

The Agency may directly employ officers, agents, or employees, but none of the officers, agents, or employees directly employed by the Agency will be deemed, by reason of their employment by the Agency, to be employed by any Party or to be subject to any of the requirements of any Party. Any officer, employee, or agent of the Agency may also be an officer, employee, or agent of any Party, provided that the HASPA Board or Manager determines that the two positions are compatible.

b. Officers, Employees, Agents of the Parties

All privileges and immunities from liability, all exemptions from laws, ordinances and rules, and all pension, relief, disability, worker's compensation, and other benefits which apply to the activities of officers, agents, or employees of a Party when performing their respective functions will apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement.

Section 8. Budget and Finance

a. Budget

The Agency may adopt a budget for activities consistent with its powers and may require the contribution of funds from the Parties for the expenditures included in that budget. As opportunities arise, the Board may approve the imposition of Surcharges to fund expenses that are not otherwise included in the adopted budget. Generally, Surcharges will be allocated to each Party in accordance with the percentages in Schedule C. However, at the request of any Party, the Board may consider a different allocation for the Surcharge. At the Board's discretion, such allocation may be among all of the Parties or only a portion of the Parties. The intent of any such alternative allocation is to give Supporting Agencies and/or any Party that may receive unique benefits from the expense the opportunity to contribute at a higher level than the applicable percentage in Schedule C. If a Party's Surcharge allocation is higher than the percentage in Schedule C, the Party must consent in writing to the Surcharge allocation.

The Board's decision on any allocation will be final.

b. Dues

On July 1 of each year, each Party will pay the annual dues to the Agency. The total amount of annual dues will equal the total adopted budget for that fiscal year. Each Party's allocation of the annual dues will be based on the percentages set forth in Schedule C.

c. Funding and Agency Financial Commitments

The Agency may apply for and receive grants and other funding from outside sources to support its purpose. The Agency may be the responsible fiscal agency for the funding or an appropriate Party may be selected. The Agency may not make any financial commitment that requires revenues in excess of those available to it.

Section 9. Treasurer, Controller, Accountability, and Access to Property

a. Treasurer

Pursuant to Government Code Section 6505.5, the treasurer of the Managing Agency, or other duly authorized staff person, is the Treasurer of the Agency. Alternatively, pursuant to Government Code Section 6505.6, the HASPA Board may appoint one of the Agency's officers or employees as Treasurer of the Agency. The Treasurer will be the depository, and have custody of all the money of the Agency from whatever source. The Treasurer will:

1. Receive and receipt for all money of the Agency and place it in the treasury of the Treasurer to the credit of HASPA.
2. Be responsible upon his or her official bond for the safekeeping and disbursement of all Agency money and personal property.

3. Pay, when due, out of money of the Agency, all sums due from the Agency, or any portion thereof, only upon warrants of the public officer performing the functions of Controller of the Agency.
4. Verify and report in writing on the first day of July, October, January, and April of each year to the Agency, and to each of the Parties, the amount of money held for HASPA, the amount of receipts since the last report, and the amount paid out since the last report.
5. Invest all of the Agency's funds not currently required in the manner provided by law including but not limited to Government Code sections 6509.5 and 53601 and collect interest thereon for account of the Agency.
6. Have the powers, duties, and responsibilities of the treasurer as specified in the Act, including, without limitation, Sections 6505 and 6505.5 thereof.

b. Controller

Pursuant to Government Code Section 6505.5, the auditor of the Managing Agency, or other duly authorized staff person, is the Controller of HASPA. Alternatively, pursuant to Government Code Section 6505.6, the HASPA Board may appoint one of the Agency's officers or employees as Controller of the Agency. If an appointment is made pursuant to Government Code Section 6505.6, the offices of the Treasurer and Controller may be held by the separate individuals or the offices may be held by the same individual. The Controller will draw warrants to pay demands against the Agency when the demands have been duly authorized by the

HASPA Board. The Controller will have the powers, duties, and responsibilities specified in the Act, including, without limitation, Sections 6505 and 6505.5 thereof.

c. Accountability of Funds

There will be strict accountability of all HASPA funds and report of all receipts and disbursements and compliance with the Act. The Controller will either make or arrange for a contract with a certified public accountant or public accountant to make an annual audit of the accounts and records of the Agency.

d. Access to Property and Funds

As provided in Section 6505.1 of the Act, the Treasurer is hereby designated as the person who has charge of, handles, and has access to the property of the Agency. The HASPA Board will require such person to file an official bond in an amount to be fixed by the HASPA Board and the cost of said bond will be paid by the Agency.

Section 10. Term, Termination, and Withdrawal of a Party

a. Term

This Agreement is effective as of the date of execution by the last Party hereto and will continue in full force and effect until terminated by mutual agreement of the Parties.

b. Termination

Upon mutual agreement of the Parties to terminate the Agreement, the Agency will liquidate any assets. After the discharge of all enforceable liabilities, the liquidated assets will be divided as agreed to by the Parties. In terminating this Agreement, the Parties agree to apportion any employee retirement obligations of the Agency equally among all Parties. All Parties will comply with all legal requirements related to the Agency's pension liabilities and

obligations as specified in the Act and the Public Employees Retirement Law (California Government Code Section 20000 et seq.).

c. Withdrawal

Any Party may withdraw from the Agency by reaching an agreement with the remaining Parties, whereby the remaining Party(ies) acquires all of the rights in this Agreement and in the Agency and assumes all liability, including bonded indebtedness, of the withdrawing Party.

d. Reinstatement

A Party, subsequent to its filing of its notice of withdrawal or its actual withdrawal from the Agency, may seek reinstatement as a member of the Agency in accordance with the procedures for adding a new party as set forth in Section 14.

Section 11. Elections

For the purpose of holding any election within the Agency's boundaries, the HASPA Board may call and hold an election to submit propositions to the electors of the Agency in the same manner as the board of supervisors of a county may call and hold county elections, and the electors of the Agency will have the right to petition for referendum on any ordinance enacted by the HASPA Board in the same manner as the electors of a county, except that all computations referred to in those sections and the officers of the county mentioned in those sections will be construed to refer to comparable computations and officers of the Agency. For the purposes of any such election or referendum petition, the electors residing within the boundaries of the Agency who would be qualified to vote for candidates for Governor at any general election will be the electors of the Agency.

Section 12. Boundaries and Service Area

The boundary of the Agency will be the consolidated boundaries of all Parties, as may be amended from time to time. The current boundaries are shown in Schedule B. In the event the Agency's boundaries change, the Managing Agency or Manager will prepare an updated Schedule B, which will be automatically incorporated into this Agreement. For clarity, HASPA generally will exercise the common powers described in this Agreement within the Service Area, as shown in Schedule A. In the event the Service Area changes (e.g. due to the withdrawal of a Party, updates to the FEMA maps), the Managing Agency or Manager will prepare an updated Schedule A, which will be automatically incorporated into this Agreement. The Managing Agency or Manager will inform the Board of updates to Schedule A or B.

Section 13. Amendments

The Parties authorize the HASPA Board to approve amendments to the Agreement as described in section 5(d) and the trustees are each authorized to execute any such amendments on behalf of their respective agencies. All other amendments to this Agreement require approval by unanimous vote of the total membership of the HASPA Board and a writing approved and executed by the governing bodies of all Parties.

Section 14. New Parties

A new party may be added to this Agreement by forwarding a duly adopted resolution of its governing body to the Manager or Managing Agency. If approved by the HASPA Board, the addition of the new party will be effective upon approval of the amendment by the governing bodies of all Parties.

Section 15. Dispute Resolution

In the event of any dispute, the Parties will promptly meet and confer, first at a staff level and then elevated to a meeting of the HASPA Board, in a good faith attempt to resolve the dispute. In connection with such negotiations, the Party asserting the dispute must provide the other with a written description of the nature of the dispute, along with reasonable supporting documentation. If a dispute cannot be resolved by the Parties independently, they may agree to submit such dispute to non-binding mediation by a mutually agreed-upon neutral third Party with offices in the San Francisco Bay Area. The cost of mediation will be shared equally. In the alternative, a Party may choose to resolve questions or disputes arising under the Agreement through arbitration or judicial determination.

Section 16. Severability

If any one or more of the covenants or agreements set forth in this Agreement should be contrary to any provision of law or contrary to the policy of law to such an extent as to be unenforceable in any court of competent jurisdiction then such covenant or covenants, or such agreement or agreements, will be null and void and will be deemed separable from the remaining covenants and agreements and will in no way affect the validity of remaining portions of this Agreement.

Section 17. Counterparts.

This Agreement may be separately executed in any number of counterparts, and each counterpart signature page and the remainder of this Agreement will constitute the original Agreement. Facsimile, electronic, or digital signatures will be treated in all respects as having the same effect as an original signature.

Section 18. Successors; Assignment

This Agreement will be binding upon and inure to the benefit of the successors of the Parties. No Party may assign any right or obligation hereunder without the consent of the others.

Section 19. Governing Law

This Agreement will be governed by, and construed and enforced in accordance with, the laws of the State of California, without giving effect to conflict of law provisions.

Section 20. Joint Drafting

All Parties participated in the drafting of this Agreement and the Agreement will not be construed against any Party as the drafter.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and attested by their respective officers, duly authorized to so act, on the dates set forth.

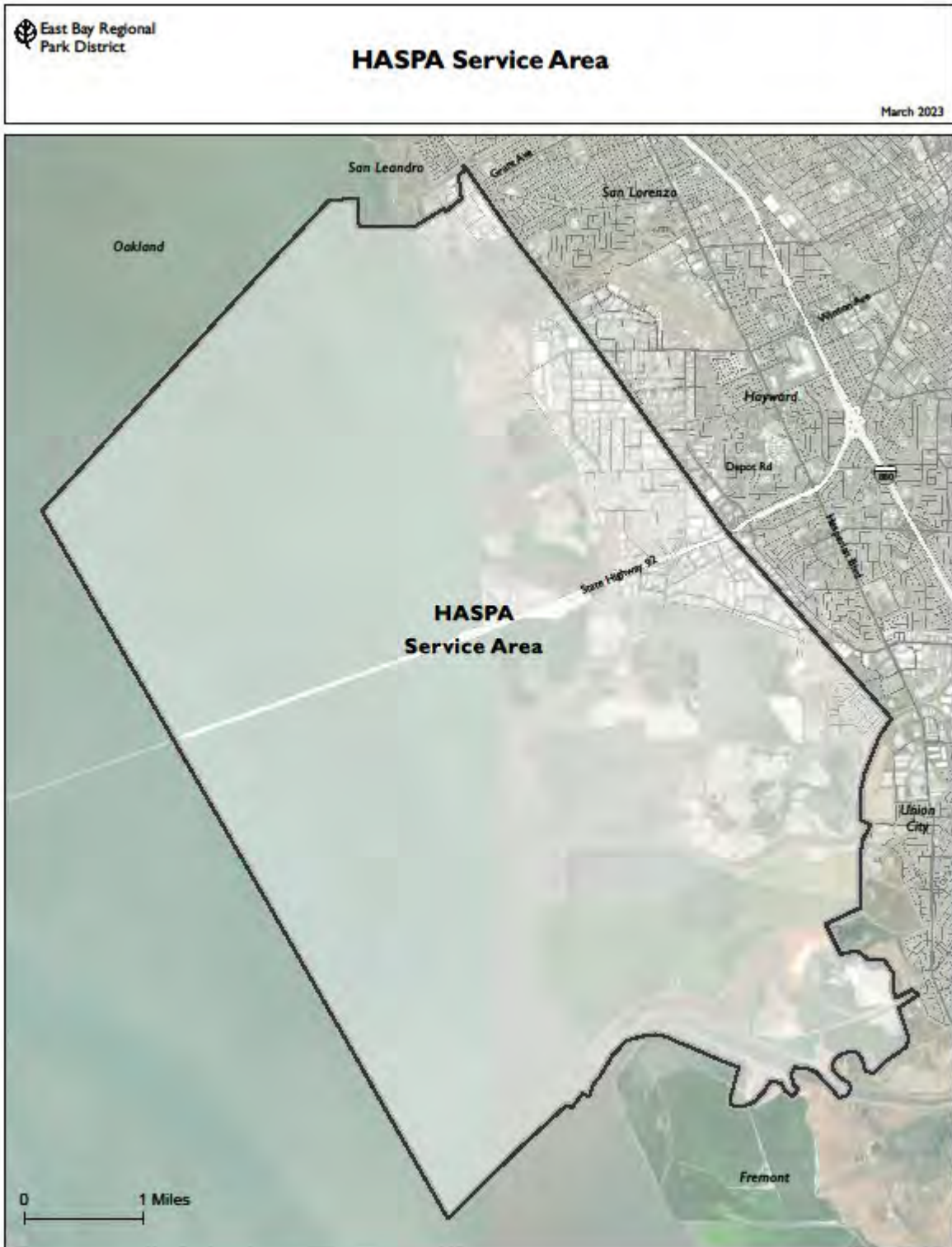
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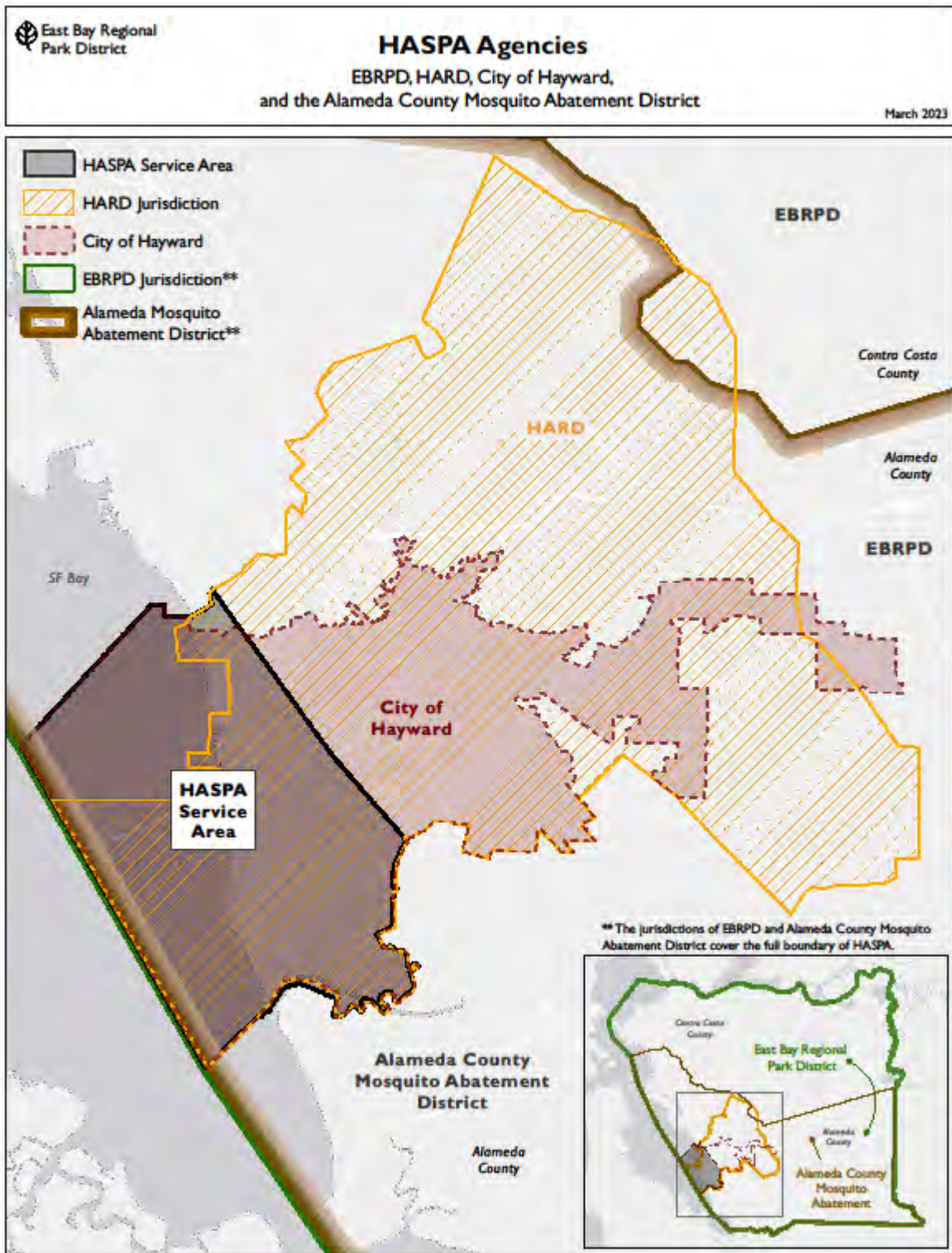
Schedule C: Annual Dues Table/Weighted Voting Chart¹

Agency	Weighted Voting %
ACMAD (Tier 1)	10%
HARD (Tier 3)	30%
Hayward (Tier 3)	30%
EBRPD (Tier 3)	30%
TOTALS	100%

¹ The weighted voting allocation described in this Schedule C is based on the agencies' annual operating budgets. Tier 1 agencies have an annual operating budget of less than \$10 million and Tier 3 agencies have an annual operating budget over \$30 million. The tiers described above are fixed and may not be modified except by amendment to the Agreement.

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Attachment 3: HASPA Public Agency and Community Outreach Program**HAYWARD AREA SHORELINE PLANNING AGENCY****Memorandum****DATE:** May 9, 2024**TO:** HASPA Board of Trustees**FROM:** Devan Reiff (EBRPD) and TAC**SUBJECT:** HASPA Public Agency and Community Outreach Program

HASPA Technical Advisory Committee (TAC) staff have considered how to expand HASPA to encourage more public agencies to join either the HASPA Board of Trustees or the TAC. Additionally, the TAC has been considering ways in which HASPA can engage with Hayward-area residents and surrounding communities so that they can become aware of and support the efforts of HASPA. Staff have prepared the HASPA Public Agency and Community Outreach Program, as detailed below.

On April 11, staff brought a draft of the Program to the HASPA Board and suggestions were given to staff about different agencies, companies and organizations to approach about participating in HASPA. For the May 9th Board of Trustees meeting, staff requests the Board adopt the Public Agency and Community Outreach Program. Advantages to joining HASPA at the Board or TAC level are that HASPA is a long-standing JPA with an approved Master Plan for adapting to future climate change impacts on the Hayward Shoreline, and it well positioned to participate in grant opportunities and regional climate adaptation planning efforts.

Public Agencies

- a. Joining the HASPA JPA as a member of the Board of Trustees is a legal commitment which commits the prospective agency to the payment of annual dues and certain obligations (such as naming a Trustee and an alternate for participation in regular quarterly Board meetings). The governing Board or Council of a prospective HASPA Trustee must take action to join HASPA, so it is the role of HASPA Board members to educate their peers at these elected bodies, and HASPA TAC staff's role to educate the equivalent staff (such as Planning staff, or Sustainability staff).

- b. Table I lists public agencies and private companies that can be approached by staff and HASPA Trustees to consider joining either the Board or the TAC. Some of the agencies and companies were approached in a previous recruitment effort during the adoption of the Hayward Master Plan.
- c. Agencies which already participate in the TAC (and are not listed in Table I) are: Alameda County Flood Control District; Alameda County Mosquito Abatement District; CA Coastal Conservancy; Caltrans; Capitol Corridor; East Bay Dischargers Authority; Oro Loma Sanitary District; SF Estuary Partnership; Save the Bay.

Table I. Public Agencies and Private companies

“X” marks the appropriate HASPA entity; note some are marked for both Board and TAC

Agency	Board	TAC	Notes
Public			
1. Alameda County Board of Supervisors	X		Trustees are in discussion with Supervisor’s staff.
2. Alameda County Planning staff (CDA)		X	Staff invited to TAC.
3. Alameda County Flood Control District	X		Staff and consultant both participate on TAC currently
4. City of San Leandro	X	X	Inquiry made by City staff, invited to TAC.
5. Castro Valley Sanitation District	X	X	Will be present at June Oro Loma Board meeting HASPA discussion
6. South Bay Salt Ponds		X	Administered by CA Coastal Conservancy
7. San Francisco Bay Restoration Authority		X	Administered by CA Coastal Conservancy
8. BCDC		X	Staff invited to TAC
9. EBMUD		X	Staff contacting
10. Union Sanitary District		X	Staff contacting

11. SF Bay Trail		X	Administered by MTC
12. CDFW			Staff contacting
Private and Non-profit organizations			
13. Calpine		X	Invite to TAC
14. Union Pacific RR		X	Invite to TAC
15. San Lorenzo Village Homes Assoc.		X	Closest residential development to shoreline
16. Eden Shores Homeowners Assoc.		X	Residential development in South Hayward
17. Hayward Chamber of Commerce		X	For industrial property owners near the shoreline
18. Friends of San Lorenzo Creek		X	Staff contacting
19. Muwekma Ohlone Tribe		X	Staff contacting
20. Confederated Villages of Lisjan		X	Staff contacting
21. Sierra Club – SF Bay Chapter		X	Southern Alameda County Group
22. Ohlone Audubon Society		X	Staff contacting
23. Alameda Creek Alliance		X	Staff contacting
24. Dumbarton Quarry Associates		X	Staff contacting
25. Pepsi/ Shasta		X	Need contacts
26. Ducks Unlimited		X	Staff contacting

- d. Approach: In general, elected officials should communicate directly with their counterparts at the public agencies’ boards or councils. And TAC staff should communicate with staff at those agencies to coordinate.
- e. Presentations: in addition to one -on-one communication, HASPA Trustees can make informational presentations to the public agency boards, after staff secures places on the agency meeting agendas. Private company outreach should probably be limited to one-on-one communication with executive leadership and the HASPA Trustees.

2. Community engagement Strategy

Table 2 lists current and future community engagement opportunities for HASPA TAC staff to have a table and present HASPA activities to the general public (attending the scheduled event). This table will be revised periodically to highlight engagement activities by staff.

Table 2. Community engagement events

Agency/Event	Date	Venue	Notes
<i>City of Hayward</i>			
Earth Day	April 20	Weekes Park, 27182 Patrick Ave, Hayward	HASPA tent; successful event with about 30 contacts made.
Downtown Street Party (3)	June 20; July and August events	Downtown Hayward	3 events; HASPA table and staff not confirmed
Hayward Library events	TBD	Main library	HASPA events not confirmed; could partner with Curbie events
<i>HARD</i>			
Shoreline Center	TBD	Shoreline Center	Coordinate with HARD as a venue for future HASPA engagement events
<i>Alameda County</i>			
Unincorporated Services Committee			TBD
Municipal Advisory Councils			TBD
San Lorenzo Library			
Castro Valley Library			
<i>Other</i>			
Castro Valley Fall Fest.			Sept. 7/8; EBRPD Booth

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