



HAYWARD AREA SHORELINE PLANNING AGENCY

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

April 13, 2023

- 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: Hayward Shoreline Interpretive Center, 4901 Breakwater Ave, Hayward, CA 94545 and online via Zoom: <https://ebparks.zoom.us/j/89944852203>

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 Hayward Shoreline Interpretive Center (4901 Breakwater Ave, Hayward, CA 94545), 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 platform link will let you into the virtual meeting for the purpose of providing a public comment:

<https://ebparks.zoom.us/j/89944852203>

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:

Topic: HASPA Board of Trustees meeting

Time: Apr 5, 2023 03:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://ebparks.zoom.us/j/89944852203>

Meeting ID: 899 4485 2203

One tap mobile

+16699006833,,89944852203# US (San Jose)

+16694449171,,89944852203# US

Dial by your location

+1 669 900 6833 US (San Jose)

+1 669 444 9171 US

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 719 359 4580 US

+1 253 205 0468 US

+1 312 626 6799 US (Chicago)

+1 360 209 5623 US

+1 386 347 5053 US

+1 507 473 4847 US

+1 564 217 2000 US

+1 646 931 3860 US

+1 689 278 1000 US

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 305 224 1968 US

+1 309 205 3325 US

Find your local number: <https://ebparks.zoom.us/u/kYNtaYn6g>

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 January 12, 2023 - Draft Action Minutes of January 12, 2023 (Attachment 1)**
- 2. City of Hayward Project Updates (City Staff)**
- 3. HASPA JPA Renewal Discussion (Attachments 2 - 6) (EBRPD and Hanson Bridgett)**
- 4. Old/New Business (TAC)**
- 5. Board Member Announcements**
- 6. Agenda Setting for Next Meeting**

ADJOURNMENT**NEXT MEETING: May 11, 2023**

District facilities and meetings comply with the Americans with Disabilities Act. If special accommodations are needed for you to participate, please contact the Clerk of the Board at (510) 544-2020 as soon as possible, but preferably at least three working days prior to the meeting.

Attachment 1: 01/12/23 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
Special Meeting Held Remotely Via Zoom Webinar

January 12, 2023

DRAFT MINUTES

HASPA TRUSTEES PRESENT:

Dennis Waespi, East Bay Regional Park District, HASPA Chair
Paul Hodges, Hayward Area Recreation and Park District
Elisa Marquez, City of Hayward

HASPA PROSPECTIVE TRUSTEES PRESENT:

Rita Duncan, Oro Loma Sanitary District
Eric Hentschke, Alameda County Mosquito Abatement District

HASTAC 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
Erika Castillo, Alameda County Mosquito Abatement District
Vishal Ream-Rao, Caltrans
Brian Laczko, Hayward Area Recreation and Park District
Jimmy Dang, Oro Loma Sanitary District

STAFF:

Brian Holt, East Bay Regional Park District
Amanda Sanders, East Bay Regional Park District
Sierra Cannon, City of Hayward

VISITORS:

Pat Gordon
Phil Gordon
Richard Maurer

CALL TO ORDER: A regular meeting of the Hayward Area Shoreline Planning Agency (HASPA) was called to order at 3:00 P.M. and role was taken by Devan Reiff.

1. Approval of Minutes from the HASPA Meeting held on December 8, 2022 - Draft Action Minutes of December 8, 2022

Trustee Marquez motioned the vote, Trustee Hodges seconded. Vote: Ayes – Marquez, Hodges & Waespi, approved unanimously.

Public Comments:

Phil and Pat Gordon attended and represented the Audubon Society, they plan to attend the Jan 20th site visit. Pat asked if there is any update on the Hayward Shoreline Interpretive Center will be open. Trustee Hodges said that the inquiry went to the General Manager of HARD.

2. Election of HASPA Chair

Devan Reiff stated that the JPA agreement requires that a HASPA Chair be appointed annually. Trustee Hodges made the motion that Trustee Waespi continue as Chair of the JPA, Marquez seconded. Vote: Ayes – Marquez, Hodges & Waespi, approved unanimously.

3. City of Hayward Project Updates (City Staff)

No updates to report.

4. HASPA JPA Renewal Update – (EBRPD)

Devan Reiff stated that this will be a standing item on the agenda. Park District staff has been working with attorneys at Hanson Bridgett to create the language for the new Joint Powers Authority (JPA) agreement that will take effect July 1, 2023. The new JPA agreement will use the Term Sheet the HASPA Trustees adopted and will include updates for new laws and legal clarifications. The TAC will see a draft of the agreement at their February meeting, and a final draft at the March TAC meeting. The Board of Trustees will have the JPA agreement presented to them at the April 13th meeting. There is scheduled a special Trustees meeting on May 11th to approve the JPA agreement. All five HASPA Trustee agencies will have until June 30, 2023 to ratify the new JPA Agreement at their governing bodies.

Prospective Trustee Duncan asked when the Trustees and Prospective Trustees will see the drafts of the new document. Devan Reiff responded that the TAC will be able to provide updates as they receive them in February and March, for example Jimmy Dang, can send it to Prospective Trustee Duncan. Chair Waespi said that we need to include the prospective trustees in the loop.

5. New Brown Act Meeting Requirements (EBRPD) (Attachment 2)

Devan Reiff provided an update regarding the Brown Act meeting requirements. Governor Newsom has removed the Covid-19 emergency declarations. As of February 28, 2023, meetings which comply with the Brown Act will have to be held in-person and public officials need to attend in-person. There are a few codified exceptions. It is still possible for the public join virtually as an option. The new meeting location for April and May HASPA Trustee meetings will be at the Hayward Interpretive Shoreline Center at 4901 Breakwater Avenue in Hayward. Staff plans to continue to offer hybrid options for staff and the public. We will revisit choice of a permanent HASPA Trustee meeting location once the new JPA language is approved.

Trustee Marquez asked if we will be having hybrid options for the public to participate. Devan Reiff responded that staff's intention is to have hybrid options, we will confirm that at the meetings in April and May. Trustee Marquez said if we can't do hybrid at Hayward Shoreline Interpretive Center that we may need to meet somewhere else. Trustee Hodges said that he will make sure there is hybrid meeting capacity at the site. Brian Laczko said that there are some internet capacity issues at the site, and that they need to upgrade it. Prospective Trustee Duncan said that Oro Loma Sanitary District will have new meeting room with full capacity to have hybrid meetings. Chair Waespi said the Hayward Shoreline Interpretive Center is a great location, but it would be a great opportunity to meet at other locations along the shoreline like at Oro Loma or at the meeting rooms at Mosquito Abatement.

6. Hayward Shoreline Project Updates (TAC)

Vishal Ream-Rao, Climate Change Coordinator, at Caltrans reported a 2023/2024 \$50 million Sustainable Transportation Grant, with a grant application guide and call for application as of today, January 12, 2023. The money will be distributed over two years. Will be holding Monday, January 23 from 10-11:30 am to allow applicants a chance to talk about the process. There are also early review options. Will send email to the group.

Chair Waespi asked if someone from the TAC will be at the Open House on January 23 and where it will be taking place. Vishal said it will be held online. Trustee Marquez thanked Vishal for being at the meeting and sharing the information with us.

Devan Reiff has an update from the East Bay Dischargers Authority, from General Manager Jackie Zipkin, regarding the Cargill Salt Brine Pipeline project. EBDA is continuing to work with Cargill to dispose of mixed sea salts, residuals from Cargill's salt making process. The project proposes construction of a 16-mile pipeline from Newark to San Lorenzo and follows city streets and in its current alignment, is under a service road in the Oro Loma Marsh. EBDA released a Draft EIR with public comment starting Jan 3, and a public meeting on January 24 at 6:00 p.m. via Zoom, visit www.ebda.org for more info. Public comment period ends on February 13, 2023. Cargill will be seeking permits with property owners and cities that the pipeline will cross. Jackie Zipkin is available for questions at jzipkin@ebda.org.

7. Old/New Business (TAC)

The January 20 (10:00 a.m. to 12:00 p.m.) Hayward Shoreline Legislative Tour. The public is invited to join. Please contact asanders@ebparks.org to RSVP. The site tour was suggested by Chair Waespi several months ago.

Chair Waespi suggested that other HASPA Trustees invite your agencies' elected officials to attend. It would be nice to have legislative or legislative staff out touring the shoreline. The Chair's hope is that all the Trustees will be there along with their colleagues. Prospective Trustee Duncan plans to be there and has invited her board members. Trustee Marquez said that she sent the flyer to several state assembly members. Richard Maurer asked clarification of the date.

Erik Pearson, of City of Hayward, announced that on Saturday, January 14 at 1:00 p.m. there is a sea level rise and climate change talk at the Hayward Library, the public is invited to attend.

8. Board Member Announcements

Prospective Trustee Duncan formally announced that Jimmy Dang has been chosen as the General Manager of Oro Loma Sanitary District. They are very excited to have him join their team. Chair Waespi congratulated him.

Trustee Marquez mentioned that Daniel Goldstein was selected as Hayward Councilmember to fill the last two-years of the term for now Mayor Mark Salinas. Dustin Clawson is the new Assistant City Manager.

Trustee Hodges asked Prospective Trustee Duncan if Oro Loma wanted to bring some easel boards to educate people about their levee on January 20. Jimmy Dang said that he wasn't sure if they can get boards printed by next week. Chair Waespi replied that the event has a very tight agenda and have a program they will be working through in a quick timeframe. Any additions would most likely need to take place at a future meeting.

Chair Waespi mentioned that the Park District survived the storms. The Don Castro fishing dock breaking loose was filmed and the video is available for viewing on [YouTube](#).

9. AGENDA SETTING:

April 13, 2023, meeting will primarily be about reviewing the Draft JPA agreement.

ADJOURNMENT @ 3:46pm

Adjourned in honor of Carol Piera. She served on the HARD Board for 40 years and was an admired person.

Attachment 2: HASPA JPA Renewal Staff Memorandum

**HAYWARD AREA SHORELINE PLANNING AGENCY****Memorandum**

DATE: April 13, 2023
TO: Hayward Area Shoreline Planning Agency (HASPA) Board of Trustees
FROM: Devan Reiff, Principal Planner, EBRPD
SUBJECT: HASPA Joint Powers Authority 2023 agreement

Recommendation

The Technical Advisory Committee (TAC) recommends that the HASPA Board of Trustees (HASPA Board) review this memorandum regarding the new Joint Powers Authority (JPA) agreement (Attachment A), receive any public comment on the proposed JPA, and then provide direction to staff. Staff will incorporate any feedback and return at a special HASPA Board meeting, to be held May 11, 2023, for consideration and adoption of the new JPA.

Background

HASPA was formed as a JPA in 1970 by the City of Hayward, East Bay Regional Park District (EBRPD) and Hayward Area Recreation and Park District (HARD). While different agencies have joined and left HASPA over the years, as of 2023, the current Trustee agencies are EBRPD, City of Hayward and HARD. The HASPA Board commissioned the “Hayward Regional Shoreline Adaptation Master Plan” in 2019 and adopted it in January 2021. The Master Plan proposes capital improvement projects for protecting and adapting the shoreline to climate change, and discussions at the HASPA Board have been ongoing for many years that an expanded HASPA Board would be more capable of supporting such projects.

During 2022, staff and the HASPA Board worked on a Term Sheet that would continue and expand the JPA. The term sheet includes adding members to the HASPA Board, which would be poised to meet new challenges and new opportunities to improve the Hayward Shoreline, adapt to sea level rise and the effects of climate change, and meet other goals. The HASPA Board adopted the term sheet at its September 1, 2022 meeting. Following adoption by the HASPA Board, the term sheet has been incorporated into a draft JPA agreement by EBRPD counsel, reviewed by the TAC and by attorneys from the five HASPA Trustee agencies: Alameda County Mosquito Abatement District; EBRPD; City of Hayward; HARD; and Oro Loma Sanitary District.

The draft JPA agreement also applies current state law regarding Joint Power Authorities to the organizational structure and administration of HASPA as a public agency.

As of January 2022, EBRPD has been the coordinating authority (administrative lead) for HASPA, a duty which EBRPD will continue after the new JPA agreement is adopted.

Discussion

The goals of the new JPA agreement are to meet HASPA's evolving needs for the next 20 years and to allow for maximum flexibility to address possible future expansion in operations and management structure. In addition, it is anticipated that the coordinating authority will develop guidance documents such as Trustee Bylaws and a Managing agency handbook, to support the management and operations of HASPA.

Counsel from the firm Hanson Bridgett will present the new JPA agreement, which contains substantive revisions to these main sections:

- Definitions
- Authority and Purpose
- Powers
- Organization
- Budget and Finance
- Term, Termination and Withdrawal of a Party
- Treasurer, Controller, Accountability, and Access to Property

The draft JPA agreement also includes new sections:

- Managing Agency/Manager
- Employees
- Elections
- Boundaries and Service Area
- Amendments
- New Parties
- Dispute Resolution

One substantial change from the existing JPA agreement is the removal of language which detailed and referenced the HASPA Technical Advisory Committee (TAC). The TAC is composed of staff from each of the HASPA Trustee agencies, as well as other agency staff who are stakeholders at the Hayward Shoreline. Staff's expectation is that a separate document-- the Trustees Bylaws-- will be drafted by staff at the direction of the Trustees, and that the forthcoming Bylaws document or other supplementary documents will have the operating procedures for the TAC.

Differences from the Term Sheet

In developing the draft JPA agreement, it came to the attention of counsel and EBRPD staff that certain changes from the term sheet might be appropriate in order to achieve the Board's goals or to promote greater efficiency in the future. The draft JPA agreement includes the following recommended changes from the term sheet.

Boundaries: The term sheet contemplated that the Board would have the authority to modify HASPA's boundaries. Consistent with the law, HASPA's boundaries are the boundaries of the member agencies. To address the need to modify the area in which HASPA is actively engaged, the JPA now includes the concept of a "Service Area" which is the Hayward Shoreline. This area can be modified by amendment to the JPA agreement or automatically if, for example, the FEMA maps are updated. The Service Area of HASPA is shown in a Figure to the draft JPA agreement (see Attachment A).

Delegation of Authority: The term sheet specified that changes to the JPA would require the unanimous approval of all party representatives. In order to streamline the process by which the JPA agreement is amended in the future, the draft JPA agreement includes a delegation of authority to the HASPA Board to make certain changes to the agreement. Specifically, 1) increases in annual dues up to 25% or any decrease in dues, 2) revisions to the JPA agreement that are necessary to effect HASPA's purpose, and 3) non-substantive amendments to the JPA agreement.

Powers: The term sheet indicates that the Powers section should remain the same. However, the legal team recommended revisions to streamline and clarify the description of HASPA's powers.

Dues and New Funding Requirements: The term sheet stated that the Board should have the authority to add or raise annual dues. The draft JPA agreement includes a slight modification of this term and provides that the Board has the authority to approve up to a 25% increase in annual dues. Increases over 25% will also require approval of the member agencies' governing boards. Additionally, it is proposed that the addition of new funding requirements only require unanimous approval of the HASPA Board.

Discussion for HASPA Trustees

At the March 27, 2023 meeting with the agency attorneys, several sections of the draft JPA agreement were flagged for discussion and deliberation by the HASPA Trustees at the April 13th meeting.

Terms for members: should the JPA agreement have a term of service for HASPA Trustees? Such as a two or four-year term of service on the HASPA Board. Currently, the draft JPA agreement does not include a term of service. Trustees serve at the pleasure of the governing agencies and can be replaced by those agencies without a set term.

Rotation of managing agency: the agency that performs all the administrative tasks and management of HASPA does this work for three years, under the current language of the draft JPA agreement. Previously, the term was five years. Regular rotation of the managing agency creates substantial administrative burden (particularly for smaller agencies) and greater risk that certain administrative obligations will be overlooked. This can be addressed, in part, by the development of guidance documents to advise the agencies. However, the risk and burden cannot be resolved entirely. Also, smaller Trustee agencies do not have staff capacity to provide this managerial service, so effectively, managing agency responsibility would rotate between EBRPD and the City of Hayward. In the long-term, HASPA intends to hire a professional manager, but it does not currently have sufficient operational funds. One alternative the Board might consider is to set a rotation between EBRPD and City of Hayward and to require the non-managing agencies to pay a proportionate share of the managing agency's costs. The Board might also develop a plan to transition to a professional manager in the near term.

Next Steps

The HASPA Board meets on May 11, 2023 to consider adoption of the new JPA agreement. Following adoption, each of the five member agencies will have their elected body adopt a resolution to participate in HASPA. These votes need to be accomplished before June 30, 2023, which is the date when the current JPA agreement expires. If all five agencies vote to participate in HASPA, the first public meeting of the new HASPA Board of Trustees is scheduled for August 10, 2023.

Attachment A: Draft JPA agreement (and accompanying maps and schedule). Note: as of noon on April 10, 2023, not all of the five HASPA Trustee attorneys had submitted comments on the draft JPA Agreement.

Attachment 3: Draft HASPA JPA Renewal Agreement**HAYWARD AREA SHORELINE PLANNING AGENCY
JOINT EXERCISE OF POWERS AGREEMENT**

THIS AGREEMENT, dated for convenience as of July 1, 2023, 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 Oro Loma Sanitary District, a sanitary district (hereinafter referred to as “Oro Loma”), the Alameda County Mosquito Abatement District, a mosquito control district (hereinafter referred to as “ACMAD”), the Hayward Area Recreation and Park District, a public corporation (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, Oro Loma, 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, and June 30, 2022;

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, HASPA adopted the Hayward Regional Shoreline Adaptation Master Plan, which creates a framework for resilience to prepare for sea level rise, groundwater intrusion, and storm surge;

WHEREAS, the Parties wish to continue HASPA and its powers and functions in addressing the new mission of responding to sea level rise 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, the impacts of sea level rise, groundwater intrusion, and storm surges 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, (PLACEHOLDER FOR RECITAL FROM ORO LOMA)];

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, (PLACEHOLDER FOR RECITAL FROM HARD)];

[WHEREAS, (PLACEHOLDER FOR RECITAL FROM HAYWARD)];

WHEREAS, the Parties also desire to update the Agreement to meet HASPA's evolving needs and to add Oro Loma and ACMAD as parties to the Agreement;

WHEREAS, the Parties desire that this Agreement superseded 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” shall mean HASPA.
- b. “Agreement” shall mean this Joint Exercise of Powers Agreement.
- c. “Board” or “HASPA Board” shall mean the Hayward Area Shoreline Planning Agency Board of Trustees, being the governing body of HASPA.
- d. “Controller” shall mean the public officer performing the functions of auditor or controller as determined pursuant to the Act.
- e. “Hayward Shoreline” or “Service Area” shall mean 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” shall mean 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.

- g. “Parties” shall mean the East Bay Regional Park District, HARD, Hayward, ACMAD, and Oro Loma. Individually, the Parties are each referred to as a “Party”.
- h. “Treasurer” shall mean 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 respond to sea level rise and the impacts exacerbated by sea level rise on the Hayward Shoreline by promoting climate adaptation measures.

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 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.
- k. to explore shoreline protection in conjunction with climate adaptation;
- l. to develop and adopt bylaws and policies for the conduct of the business of the Agency;
- m. 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
- n. 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 shall be governed by the HASPA Board, which shall exercise all powers and authority on behalf of the Agency except as otherwise provided herein. The HASPA Board shall be composed of representatives from each Party, who shall be known as trustees. Each party to this Agreement shall appoint one member of its governing body to be a trustee and shall 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 shall serve at the pleasure of his or her governing body, but in no event shall either a trustee or alternate trustee serve on the 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 Approval. Except as set forth herein, a vote of a majority of the total membership of the HASPA Board is required to adopt any action.
2. Unanimous Approval. Notwithstanding the foregoing, the following actions require unanimous approval of the total membership of the HASPA Board:
 - (1) Increase in the amount of annual dues over 25% annually.

- (2) Change in the dues structure (e.g. establishing a tiered dues structure) and waiver or reduction of dues for any Party.
 - (3) Imposition of new funding requirements upon the Parties.
 - (4) Addition of a new party to the Agreement.
3. Majority Approval of Certain JPA Amendments. The Parties have delegated to the HASPA Board the authority to make the following amendments to the Agreement upon approval by a majority of the total membership of the HASPA Board:
- (1) Increase in the amount of annual dues up to 25% annually or any decrease; and
 - (2) Revisions to the Agreement necessary to effect the purpose of the Agency.
 - (3) Non-substantive amendments to the Agreement.

For clarity, in addition to approval by the HASPA Board, the governing boards of the Parties must approve any amendments to the Agreement that effect the rights, obligations, or status of the Parties to this Agreement, add new parties to the Agreement, alter the authority and purpose of the Agency, or impose new funding obligations on the Parties.

c. 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.

d. Bylaws

The HASPA Board may adopt, and from time to time amend, bylaws of the Board as necessary or convenient in the determination of the Board to achieve its purposes. The bylaws may set forth how meetings of the 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 Parties every three years, or a different term determined by the Board.

b. Manager

The 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 Board. The Manager will serve at the pleasure of the HASPA Board.

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 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 request the contribution of funds for the expenditures included in that budget.

b. Dues, Funding, and Agency Financial Commitments

On July 1 of each year, each Party will pay the annual dues to the Agency set forth in Schedule C. In accordance with the voting thresholds set forth in Section 5(b), the Board may increase or decrease the amount of annual dues and impose new funding requirements upon the Parties. If the Board does not act to increase or decrease the amount of annual dues, the annual dues previously adopted by the Board will be adjusted prospectively, prior to the start of the new Fiscal Year, by the percentage change in the most recent Consumer Price Index for all Urban Customers (CPI-U) for the San Francisco/Oakland/Hayward, CA area, or up to a maximum of 5%, whichever is lower. The Managing Agency/Manager will perform the calculation and the adjustment will be effective immediately and will apply to the subsequent Fiscal Year. Each

Fiscal Year, or following a vote by the Board to change the amount of the annual dues, the Managing Agency or Manager will prepare an updated Schedule C, which will be automatically incorporated into this Agreement.

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 shall 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 designee, shall be the Treasurer of the Agency. Alternatively, pursuant to Government Code Section 6505.6, the Board may appoint one of the Agency's officers or employees as Treasurer of the Agency. The Treasurer will be the depositary, and have custody of all the money of the Agency from whatever source. The treasurer shall:

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, shall be the Controller of HASPA. Alternatively, pursuant to Government Code Section 6505.6, the 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 shall draw warrants to pay demands against the Agency when the demands have been duly authorized by the 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 shall be strict accountability of all HASPA funds and report of all receipts and disbursements and compliance with the Act. The Controller shall 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 Board will require such person to file an official bond in an amount to be fixed by the 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 equally among the Parties, unless otherwise 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. Each Party to this Agreement waives its right to seek a judicial partition of any interest it may have in the Agency and/or in any assets of the Agency, including real property, improvements which constitute a part of the real property, and/or personal property.

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 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 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 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.

Section 13. Amendments

The Parties authorize the HASPA Board to approve amendments to the Agreement as described in section 5(b)(3) 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 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 Board of Trustees, 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, shall be null and void and shall be deemed separable from the remaining covenants and agreements and shall 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 shall constitute the original Agreement.

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.

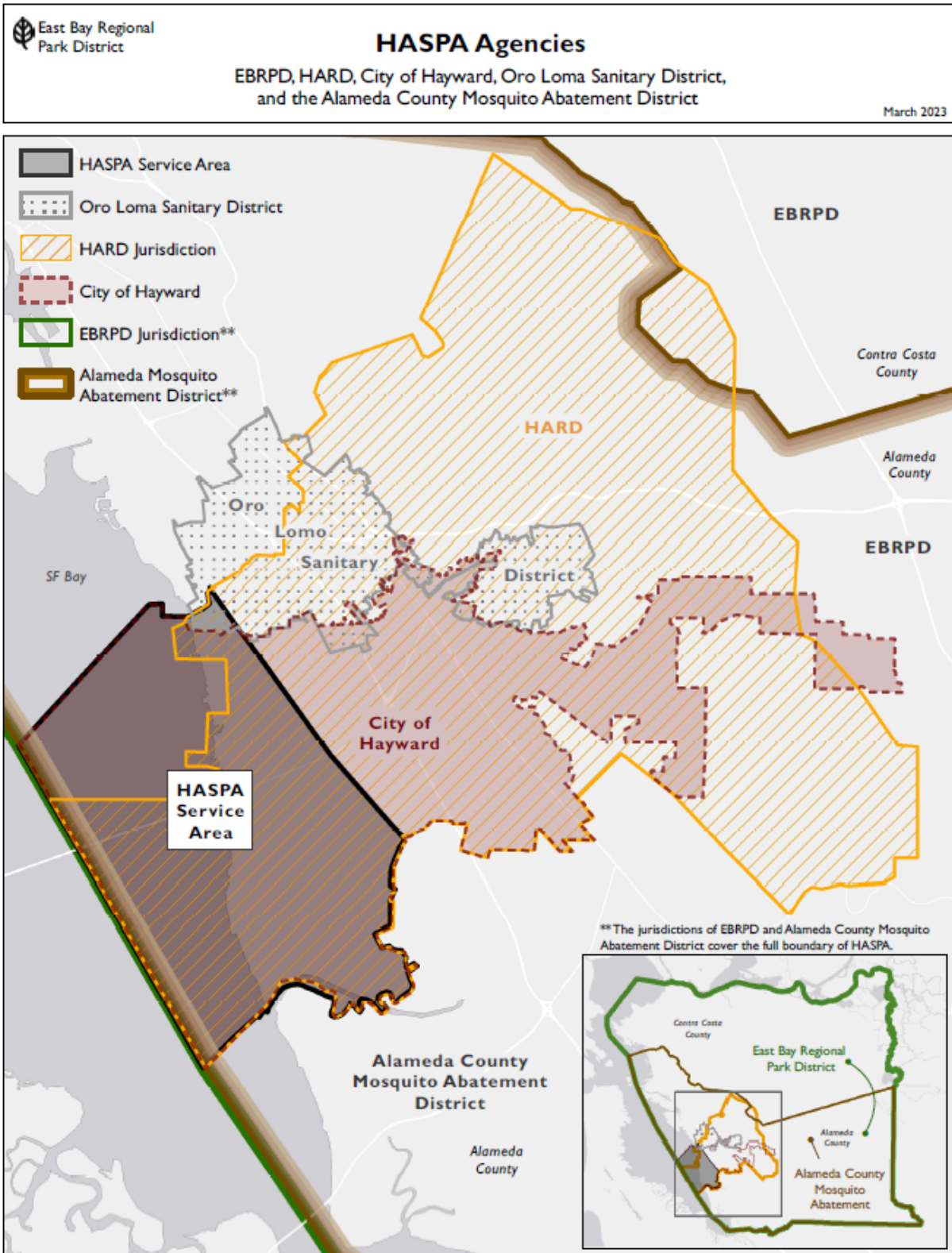
SCHEDULES:

Schedule A: HASPA Boundary Map

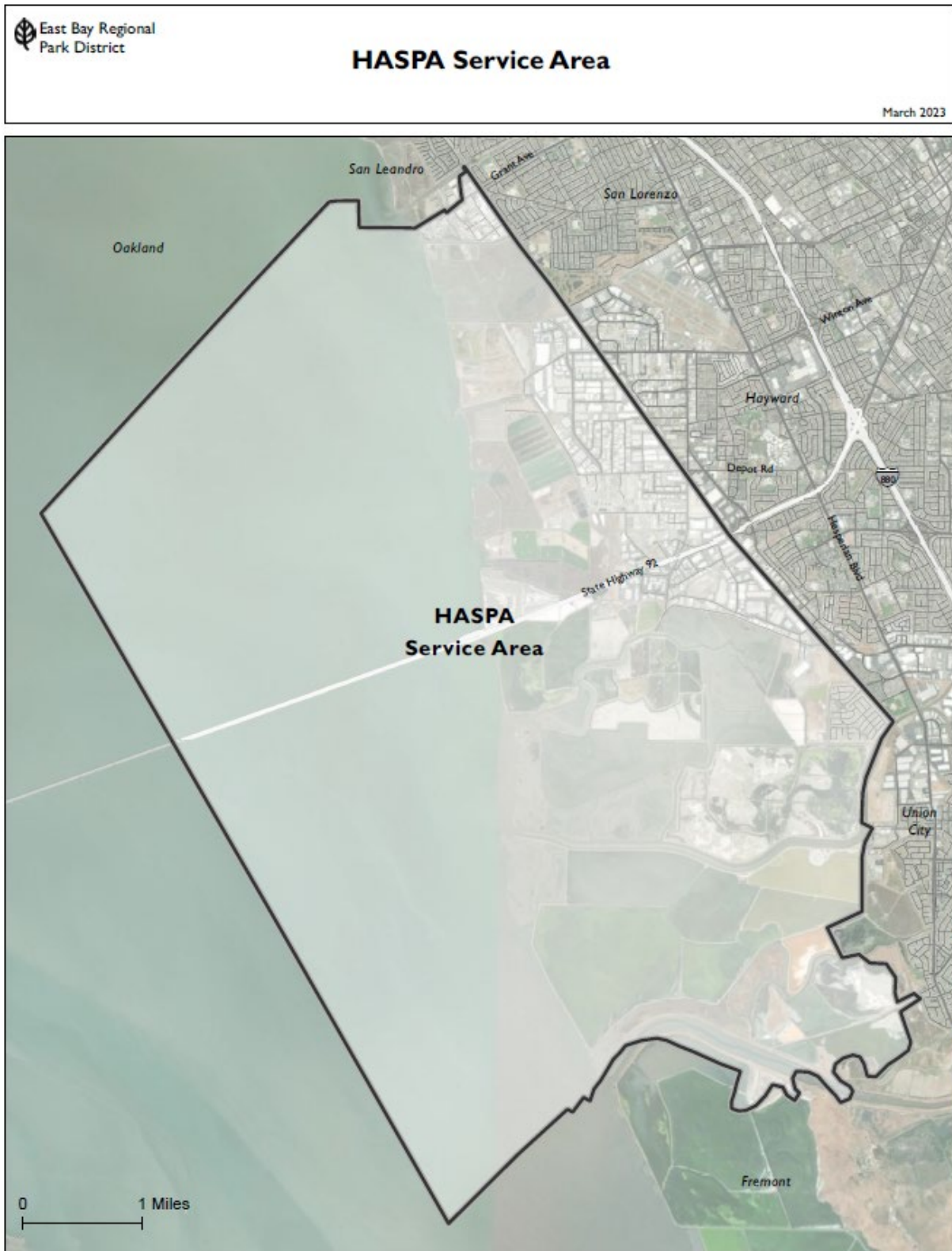
Schedule B: Service Area Map

Schedule C: Annual Dues Table

Attachment 4: Draft HASPA Agency Boundaries



Attachment 5: Draft HASPA Agency Service Area



Attachment 6: Draft HASPA Schedule C: Annual Dues



HAYWARD AREA SHORELINE PLANNING AGENCY

Schedule C: Annual Dues

Dues per Fiscal Year: (July 1-June 30)

2024	Amount	Notes
Alameda County Mosquito Abatement District	\$12,000.00	Dues amount unchanged from 2023.
East Bay Regional Park District	\$12,000.00	Dues amount unchanged from 2023.
City of Hayward	\$12,000.00	Dues amount unchanged from 2023.
Hayward Area Park and Recreation District	\$12,000.00	Dues amount unchanged from 2023.
Oro Loma Sanitary District	\$12,000.00	Dues amount unchanged from 2023.