

TO:	Mayor and Councilmembers
SUBMITTED BY:	Luz "Nina" Buelna, Public Works Director
PREPARED BY:	George Thomson, Parks and Open Space Manager
SUBJECT:	Agreement with University of California Santa Barbara Cheadle Center for Biodiversity and Ecological Restoration for the Ellwood Mesa Monarch Butterfly Habitat Management Plan Phase 1 Implementation

#### **RECOMMENDATION:**

Authorize the City Manager to execute a Research Agreement with the University of California, Santa Barbara Cheadle Center for Biodiversity and Ecological Restoration for continued habitat restoration and monitoring services, not to exceed \$64,788, with a termination date of December 31, 2025.

#### BACKGROUND:

On March 19, 2019, City Council adopted the Ellwood Mesa/Sperling Preserve Open Space Monarch Butterfly Habitat Management Plan (MBHMP). The MBHMP is a comprehensive, programmatic approach to managing, enhancing, and monitoring monarch butterfly seasonal aggregation areas and supporting habitats at the Ellwood Mesa Open Space. The MBHMP outlines various programs intended to maintain and improve habitat conditions to ensure the long-term viability of the monarch butterfly population while allowing for coastal access, natural history education, compatible recreational opportunities, and an improvement of public safety.

In 2018, the City secured a \$3.9 M grant from the California Coastal Conservancy to fund the MBHMP. The grant was completely utilized and expired at the end of February 2025. Since 2021, the City has secured professional services from qualified consultants, contractors, and universities to implement Phase 1 of the MBHMP. The professional services included the completion of an environmental review addendum, securing project permits, biological and cultural monitoring, comprehensive community outreach and education, implementation of a mitigation and monitoring plan, permit and grant reporting, professional design services, acquisition and propagation of plants, restoration implementation, and construction of drainage, irrigation, and public access infrastructure.

The University of California Santa Barbara (UCSB) Cheadle Center for Biodiversity and Ecological Restoration has played a lead role in implementing habitat improvements and volunteer coordination. On October 17, 2023, City Council approved a professional services agreement with UCSB for \$631,800 to provide habitat restoration and enhancement services supporting the MBHMP. Specific tasks included site maintenance, irrigation, weed eradication, restoration planning and implementation, interpretive programming, native seed collection and plant propagation, and collaboration with the larger management team and community. A new agreement is needed to continue these efforts and provide for additional tasks including ecological monitoring and reporting.

#### DISCUSSION:

In concert with the City's Hazardous Fuels Reduction program at the Ellwood Mesa/Sperling Preserve, the MBHMP has accomplished a great amount. A MBHMP implementation plan was completed along with a Mitigation and Monitoring Plan and compliance with the California Environmental Protection Act (CEQA). Permits were secured from the California Coastal Commission, US Army Corps of Engineers, the Regional Water Quality Control Board, and the California Department of Fish and Wildlife. In addition, habitat restoration has been implemented through the removal of dead trees, the planting of monarch butterfly habitats, the establishment of native mitigation areas, the installation of a mainline irrigation system, and the implementation of an extensive community outreach, education, and volunteer program.

The City of Goleta's partnership with UCSB has been instrumental in the successes accomplished to date. Through the end of March 2025, UCSB has overseen the installation of over 500 trees and 2,000 native plants that will benefit monarch butterflies and other wildlife. This work has been entirely funded through the California Coastal Conservancy grant. This phase of the restoration project is now effectively complete, and Public Works is transitioning into the adaptive management phase, which includes monitoring and reporting, restoration and management, and education —all services for which UCSB is well-equipped. Given the research nature of the scope, Public Works was able to negotiate a favorable research agreement with UCSB for this work, which included reduced overhead rates.

Public Works staff recommend approval of a new research agreement with UCSB for a not-to-exceed amount of \$64,788, with a termination date of December 31, 2025 (Attachment 1). This agreement is proposed to be amended in a few months to address the scope for Fiscal Year 2025-2026 work. Staff are currently finalizing the scope of work for next year and anticipated costs.

#### FISCAL IMPACTS:

The funding source associated with the UCSB agreement is listed in the table below. There are sufficient funds in the account to support this agreement.

Table 1: Ellwood Mesa Monarch Butterfly Habitat
Management Plan Phase 1 Project Funding

Ellwood Mesa Monarch Butterfly Habitat Management Plan Phase 1 Implementation, FY24/25						
Fund Account		FY24/25 Budget	FY 24/25 Activity/ Encumbrances	Total Available Budget		
General Fund	101-90-9112- 57071	\$227,806	\$O	\$227,806		
TOTALS	-	\$227,806	\$0	\$227,806		

#### ALTERNATIVES:

City Council can choose to direct staff to solicit technical services from an entity other than UCSB. However, this will cause an additional delay in implementing the MBHMP.

**LEGAL REVIEW BY:** Isaac Rosen, Acting City Attorney

#### **APPROVED BY:** Robert Nisbet, City Manager

#### ATTACHMENT:

1. Research Agreement for the Ellwood Mesa Monarch Butterfly Habitat Management Plan Phase 1 Implementation Between the City of Goleta and UCSB Cheadle Center for Biodiversity and Ecological Restoration

#### **ATTACHMENT 1**

Research Agreement for the Ellwood Mesa Monarch Butterfly Habitat Management Plan Phase 1 Implementation Between the City of Goleta and UCSB Cheadle Center for Biodiversity and Ecological Restoration

# **RESEARCH AGREEMENT**

# Between

# **CITY OF GOLETA**

# And THE REGENTS OF THE UNIVERSITY OF CALIFORNIA **UNIVERSITY OF CALIFORNIA, SANTA BARBARA**

This Research Agreement (Agreement) is entered into this day of 20\_\_\_\_, by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California Constitutional corporation, on behalf of its Santa Barbara campus (University), and, CITY OF GOLETA, having a principal place of business at 130 Cremona Drive, Suite B, Goleta, CA 93117 (Sponsor). The parties agree as follows.

The parties agree as follows:

### 1. <u>Statement of Work</u>

University, through its Principal Investigator(s), shall use reasonable efforts to perform the research activities set forth in the Statement of Work attached as Exhibit A, which is incorporated in full by reference. "Reasonable efforts" shall mean efforts that a reasonable person in the position of the Principal Investigator would use, consistent with standard practices in the Principal Investigator's field of academic research. Sponsor acknowledges and agrees that University cannot guarantee the results of any of its research activities, and that minor deviations from the Statement of Work may occur to further the scientific goals of the Statement of Work.

2. <u>Reporting</u>

Deliverables under this agreement are described in Exhibit A and will be submitted to Sponsor in accordance with Exhibit A hereof, which is hereby incorporated in full by reference.

### 3. Performance Period and Term of the Agreement

The Period of Performance and the Term of this Agreement shall be from April 1, 2025 The terms of this Agreement may be extended at no through December 31, 2025. additional cost to Sponsor by amendment to this Agreement or through written approval from Sponsor's Authorized Representative.

# 4. Cost to Sponsor

The cost to Sponsor for University's performance hereunder shall not exceed \$64,788.00 (Sixty-four thousand, seven hundred, and eighty eight dollars) and as described in Exhibit

> City of Goleta Agreement with UCSB Page 1 of 11

B. This Agreement shall be performed on a "cost reimbursement" basis, meaning that reasonable and allowable costs incurred by University in the performance of the Statement of Work will be reimbursed to University in accordance with the terms of this Agreement. When expenditures reach this amount, Sponsor will not be required to fund and University will not be required to perform additional work hereunder unless by mutual agreement of the parties.

Funds provided by Sponsor which are not used in a particular budget period may be used in subsequent budget periods. Additionally, the Principal Investigator may transfer funds within the budget as needed without Sponsor's approval, as long as such transfers do not effect a change in the research described in the Statement of Work.

# 5. Payment

University shall submit invoices to Sponsor for reimbursement at least quarterly, but not more often than monthly. Invoices shall be submitted in University's standard invoicing template and shall be sent to George Thomson at gthomson@cityofgoleta.org.

Checks shall be made payable to The Regents of the University of California and shall be sent to:

Cashier's Office SAASB Building, Room 1212 Santa Barbara, California 93106-2003 Reference: Dugan, 20211509

### 6. Principal Investigator

University's performance hereunder will be under the direction of Lisa Stratton, who will serve as principal investigator (Principal Investigator). In the event that Principal Investigator becomes unable or unwilling to continue work under this Agreement and an alternate principal investigator is not agreeable to Sponsor, Sponsor will have the option to terminate this Agreement in accordance with Article 13. The Sponsor understands and agrees that Principal Investigator is the scientific contact for University but is not authorized to amend, modify or terminate the terms and conditions of this Agreement. Requests to amend, modify or terminate the terms of this Agreement must be directed to the point of contact listed in Article 12 below and must comply with the notice requirements of this Agreement.

# 7. Rights in Data.

University will have the unrestricted right to publish, disclose, disseminate and use, in whole and in part, any data or information developed by University under this Agreement or received in the performance of this Agreement except as set forth in Article 11 (Confidentiality). Except as set forth in Article 9 (Copyright), Sponsor will have the right to publish and use any technical reports and information specified to be delivered hereunder.

City of Goleta Agreement with UCSB Page 2 of 11 It is agreed, however, that under no circumstances will Sponsor state or imply in any publication or other published announcement that University has tested, endorsed or approved any product, service or company. Sponsor understands and agrees that such data is provided "as is" and thus, Sponsor uses such data at its own risk. University extends no warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability and fitness for a particular purpose.

# 8. Supplies and Equipment

In the event that University purchases supplies or equipment hereunder, title to such supplies and equipment will vest in University.

# 9. Copyright

Copyright in original works of authorship, including computer software, first created and fixed in a tangible medium of expression by University in the performance of this Agreement will vest in University. At Sponsor's request and to the extent that University has the legal right to do so, University will grant to Sponsor a license to such works on reasonable terms and conditions, including reasonable royalties, as the parties mutually agree in a separate writing.

# 10. Publication

University shall have the right, at its discretion, to release any information or to publish any material resulting from its performance hereunder. If requested, University will furnish Sponsor with a copy of any proposed written or oral publication (including manuscripts, abstracts, and oral presentations) at least thirty (30) days prior to submission for publication (Review Period). Upon written notification by Sponsor within the Review Period, University agrees to delete any of Sponsor's Confidential Information that appears in the publication. If it is determined that a patent application should be filed, University will delay publishing such proposed publication for a maximum of an additional thirty (30) days in order to protect the potential patentability of any invention described therein.

### 11. Applicable Law

This Agreement will be governed by the laws of the State of California, United States of America, without regard to the conflict of laws provisions thereof.

### 12. Notice

Whenever any notice is to be given hereunder, it will be in writing and sent to the

Authorized Representative for the receiving party indicated below, at following address:

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University:	Megan Ober Office of Research, 3227 Cheadle Hall University of California Santa Barbara, CA 93106-2050 Phone: 805-893-5712 Email: ober@research.ucsb.edu
Sponsor:	Name: George Thomson Address: 130 Cremona Drive, Suite B, Goleta, CA 93117 Phone: 805-961-7500 Email: <u>gthomson@cityofgoleta.org</u>

# 13. Termination

Either University or Sponsor may terminate this Agreement by giving sixty (60) days written notice to the other. Sponsor will pay University actual direct and indirect costs and noncancellable commitments incurred prior to the date of termination and fair close-out related costs. If the total of such costs is less than the total funds advanced, the balance will be returned to Sponsor.

### 14. Publicity

Neither party will use the name, trade name, trademark or other designation of the other party in connection with any products, promotion, or advertising, without the prior written permission of the other party. However, nothing in this Article is intended to restrict either party from disclosing the existence of and nature of this agreement (including the name of the other party) or from including the existence of and nature of this agreement in the routine reporting of its activities.

### 15. Indemnification

Sponsor shall defend, indemnify, and hold University, its public officials, officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of its performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Sponsor, its officers, agents, or employees.

University shall defend, indemnify, and hold Sponsor, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of its performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, agents, or employees.

City of Goleta Agreement with UCSB Page **4** of **11**  University assumes the risks, whether foreseen or unforeseen, in connection with fulfilling the Statement of Work in Exhibit A, including but not limited to, the risks of possible injury or loss of life as a result of walking in uneven terrain, slips, trips, falls, contact with hazardous materials, wild animals, plants, or from over-exertion or environmental conditions, including but not limited to sun exposure, heat, or dehydration. University waives all claims which University might have against Sponsor and its officers, directors, agents, employees, and contractors for injury, accident, illness, property damage, death or other occurrence arising in any manner whatsoever out of University's fulfillment of the Statement of Work, except to the extent the same is caused by Sponsor's negligence or willful misconduct. This provision shall not affect the indemnity obligations set forth as above in Term 15.

### 16.<u>Insurance</u>

The CITY OF GOLETA recognizes and accepts that THE REGENTS OF THE UNIVERSITY OF CALIFORNIA is self-insured, and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA recognizes and accepts that the CITY OF GOLETA is insured through the California Joint Powers Insurance Authority. Either party may purchase commercial insurance to cover their exposure hereunder, in whole or in part.

For answers to questions:

City employees, please call Jennifer Jennings, City HR and Risk Manager – (805) 961-7525

University employees, please call Katharine Hullinger, UCSB Risk Manager – (805) 893-4169

# 17. Excusable Delays

University will be excused from performance hereunder if a delay is caused by inclement weather, fire, flood, strike, or other labor dispute, acts of God, acts of governmental officials or agencies, terrorism, or any other cause beyond the control of University. The excusable delay is allowed for the period of time affected by the delay. If a delay occurs, the parties will revise the performance period or other provisions hereunder as appropriate.

### 18. Assignment

Neither party will assign its rights or duties under this Agreement to another without the prior express written consent of the other party; provided, however, that Sponsor may assign this Agreement to a successor in ownership of all or substantially all its business assets in the field to which this Agreement relates if such successor will expressly assume in writing the obligation to perform in accordance with the terms and conditions of this Agreement. Any other purported assignment will be void.

City of Goleta Agreement with UCSB Page **5** of **11** 

#### 19. Amendments.

No agreements, modifications, or waivers to this Agreement shall be valid unless in writing and signed by the Authorized Representatives of the parties.

#### 20. Miscellaneous.

20.1 <u>Not a Partnership or Joint Venture</u>. It is understood and agreed by the parties that the University is performing this contract as an independent contractor. The parties, by this Agreement, do not intend to create a partnership, principal/agent, master/servant, or joint venture relationship and nothing in this Agreement shall be construed as creating such a relationship between the parties.

20.2 <u>Severability</u>. If any term or provision of this Agreement shall be held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement.

20.3 <u>Recitals & Headings</u>. The recitals herein constitute an integral part of the Agreement reached and are to be considered as such. However, the captions and headings contained in this Agreement have been inserted for reference and convenience only and in no way define, limit, or describe the text of this Agreement or the intent of any provision.

20.4 <u>No Waiver</u>. Any failure or delay in enforcing an obligation or exercising a right or remedy under this Agreement shall not amount to a waiver of that obligation, right or remedy, unless the terms of this Agreement sets forth a specific time limit for the exercise thereof.

20.5 <u>Entire Agreement.</u> This Agreement and Exhibit A constitute the entire agreement and understanding between the parties and supersedes all previous agreements and understandings on the subject matter of this Agreement, if any.

20.6 <u>Records and Audit.</u> The parties shall keep such business records pursuant to this agreement as would be kept by a reasonably prudent practitioner and shall maintain such records for at least three (3) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. SPONSOR shall have the right to audit and review all such documents and records at any time during University's regular business hours or upon reasonable notice. In addition, if this agreement exceeds ten thousand dollars (\$10,000.00), the University shall be subject to the examination and audit of the California State Auditor, at the request of the SPONSOR or as part of any audit of SPONSOR, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). The University shall participate in any State audits and reviews at no charge to SPONSOR.

20.7 <u>Remedies.</u> No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given

City of Goleta Agreement with UCSB Page **6** of **11**  hereunder or now or hereafter existing at law or in equity or otherwise.

20.8 <u>Counterparts.</u> This agreement may be executed in any number of counterparts in either ink or electronic signature, and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

20.9 <u>Authority.</u> All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with.

**CITY OF GOLETA** 

# The Regents of the University of California on behalf of its Santa Barbara campus

Ecosystem Director, CCBER at UCSB

Lisa Stratton, Ph.D.,

Robert Nisbet, City Manager

ATTEST:

-Signed by:

Megon Ober

Deborah Lopez, City Clerk

Megamober, Sponsored Projects Officer

### **APPROVED AS TO FORM:**

ISAAC ROSEN, ACTING CITY ATTORNEY

<u>Scott</u> Shapses, Deputy City Attorney

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# EXHIBIT A SCOPE OF WORK

**Management of the project**, communications and coordination with City of Goleta and other contractors, partners and volunteers. These include partners and contractors that will be assisting with the planting and weeding work on the project site. This task also includes review of proposed signage and mentorship of students in ecological restoration, research and monitoring of restoration projects.

Deliverables: April 15 – July 1, 2025 – Extendable

On-going: Twice weekly meetings with City of Goleta Open Space Manager and Collaborators for planning and coordination of restoration activities, monitoring and reporting.

On-going: Weekly coordination, planning and follow up with collaborators for volunteer activities, sign development, mitigation requirements.

On-going: Mentorship of UCSB students and community members in ecological restoration and supervision of student projects that could include tree monitoring, vegetation map making, invertebrate monitoring for pollinators and wetland species, acoustic monitoring for spring bird breeding.

**Restoration and Management** of areas recently restored within the Butterfly Grove in conformance with the goals of the Ellwood Mesa Monarch Grove Habitat and Management Plan. Specific actions include overseeing the irrigation and management of all planted trees and seedlings, invasive weed control around such planting areas and in additional areas as agreed upon with the City of Goleta, including design and implementation of additional pollinator nectaring islands, buffer plantings and riparian planting sites.

Deliverables: April 15 – July 1, 2025 - Extendable

- a) Design and oversight of tree planting in support of Monarch aggregations in Ellwood West (eastern and western sites) – implementation dependent on fire crew work; estimated June 1.
- b) Design and oversight of establishment of buffer plantings and nectaring islands in Ellwood West (eastern and western sites) – implementation dependent on fire crew progress; estimated June 30<sup>th</sup>.
- c) Oversight of all irrigation implementation and establishment in Ellwood Main, North and West for all established plantings on-going and by June 30<sup>th</sup>, 2025.
- d) Oversight of weed control in Ellwood Main, West, North and Riparian areas for key habitat

altering weeds: Cape Ivy, English Ivy and reduction of impact of annual weeds such as Oxalis pes-capri and annual grasses to allow natives to establish. On-going task dependent on rainfall and wood-chip availability. Cover of habitat altering weeds to be less than 10% in planted areas by June 30, 2025.

City of Goleta Agreement with UCSB Page **9** of **11** 

# **Monitoring and Reporting**

Work will include designing and implementing diverse monitoring strategies to track performance outcomes in the restored Monarch Grove. Factors that may be included include vegetation monitoring, photo monitoring, micro-climate instrumentation, breeding bird surveys using audio recording devices, pollinator visitation studies, and participation in Monarch Butterfly surveys. Time and effort, planting records and regular qualitative monitoring of mitigation areas also included. Reporting will support annual monitoring reports and presentations and papers on the project in conjunction with the City of Goleta.

Deliverables: April 15 – July 1, 2025 – extendable

May 1: Draft monitoring data report to include tree locations (map/gis layer), size; photo monitoring of key restoration zones, Aerial extent and map of nectar and buffer plantings, number of plants by species-planted records, vegetation monitoring transects of nectar islands. Additional documentation of past work effort to include weed control data, irrigation details, erosion control activities, herbivory protection efforts. Data to include total hours of volunteer contribution to the project.

May 15: Final monitoring data integrated into report for agencies

July 1: Synthesis of additional plant, bird and pollinator monitoring studies conducted by students under mentorship by the Cheadle Center.

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# EXHIBIT B COMPENSATION

CATEGORY	BUDGET
Total Labor Budget	\$37,800
Total Travel Budget	\$2,000
Total Supplies and Expenses Budget	\$15,160
Total Indirect Costs	\$9,828
Total	\$64,788

City of Goleta Agreement with UCSB Page **11** of **11** 

# **UNIVERSITY OF CALIFORNIA**

# **PROOF OF SELF-INSURANCE COVERAGE**

The Regents of the University of California are often requested by outside parties to provide evidence of the University's self-insurance coverage in conjunction with agreements and contracts negotiated by its employees on UC campuses and medical centers. Examples of situations where the University may be required to provide evidence of insurance include:

- Using an off-campus location to host an event, ceremony, athletic event, theatre production, practice space, job fair, educational outreach event, etc.
- Leasing or renting equipment, motor vehicle(s), or real estate
- Research grant sub-awards
- Affiliation (non-healthcare/medical related) and Professional Services Agreements

The University of California self-funds its liability exposures, so does not issue individual certificates of insurance. The UC Office of Risk Services has developed a Certificate of Self-Insurance Coverage document (COC) to illustrate the self-funded retention levels maintained for each liability program. The COC is available on-line for use by entities conducting business with the university as evidence of the self-funded retention levels, coverage terms, and limits routinely requested. <u>The self-insurance limits accepted in each specific written agreement or contract shall be the limits that apply should a loss arise</u>, regardless of the limits provided in the on-line Certificate of Self-Insurance Coverage document.

The UC COC Site is solely for the use and benefit of the vendors and organizations which contract with the University of California and not for resale or other transfer to or use by or for the benefit of any other person or entity. You may print copies for use within your organization, provided that you do not modify the COC in any way, nor distribute any copies outside your organization. You may not use any of the University of California's names or marks in any manner that creates the impression such names or marks belong to or are associated with you or imply any endorsement by the University of California, and you acknowledge that you have no ownership rights in and to any of these names or marks. You will not use the Site, the information contained therein or any of the University's names or marks in unsolicited mailings or spam material. You may not link directly to the COC ("deep link") or bring up or present the COC or other content of this site within another web site ("frame").

Official Correspondence must be sent via postal mail to:

Chief Risk Officer Office of Risk Services Office of the President University of California 1111 Franklin St., 6th Floor Oakland, CA 94607-5200 510-987-9832

# RiskServices@ucop.edu

Please contact the local Risk Manager at the specific University of California location where you are contracting if you have insurance coverage questions:

- <u>Campus Risk Managers Directory</u>
- Hospital Risk Managers Directory

# **CERTIFICATE OF SELF-INSURANCE COVERAGE**

Date: June 15, 2024

PRODUCER/INSURED

The Regents of the University of California Office of the President Office of Risk Services 1111 Franklin St., 6th Floor Oakland, CA 94607-5200 510-987-9832

This Certificate is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Certificate. The Certificate does not amend, extend or alter the coverage described below. This Certificate may only be copied, printed and distributed by an authorized viewer for its internal use. Any other use, duplication or distribution of the Certificate without the written consent of the Regents of the University of California is prohibited.

#### **ENTITIES AFFORDING COVERAGE**

PARTICIPATION

COMPANY LETTER A The Regents of the University of California

#### 100 %

#### COVERAGES

THIS IS TO CERTIFY THAT THE REGENTS OF THE UNIVERSITY OF CALIFORNIA IS A GOVERNMENTAL ENTITY THAT HAS A SELF-FUNDED RETENTION FOR LIABILITIES DESCRIBED BELOW, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY WRITTEN CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY PERTAIN. THIS SELF-FUNDED PROGRAM IS SUBJECT TO ALL PROVISIONS OF THE BYLAWS AND STANDING ORDERS OF THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, WHICH DOES NOT PERMIT ANY ASSUMPTION OF LIABILITY WHICH DOES NOT RESULT FROM THE NEGLIGENT ACTS OR OMISSIONS OF ITS OFFICERS, AGENTS OR EMPLOYEES.

O TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
GENERAL LIABIL	ITY GENERAL LIABILITY ADE X OCCURRENCE	Self-Insured	July 1, 2024	July 1, 2025	GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG \$ PERSONAL & ADV INJURY \$ CONTRACTUAL LIABILITY \$ EACH OCCURRENCE \$	Not applicable 5,000,000 5,000,000 5,000,000 5,000,000
		APPROVEL		SR	s	3,000,000
		By Sandra Rodriguez at 4:08 pm, Jan 09, 2025			COMBINED SINGLE LIMIT	Not applicable
ANY AUTO X ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS		Self-Insured	July 1, 2024	July 1, 2025	BODILY INJURY \$ (PER PERSON) BODILY INJURY \$ (PER ACCIDENT)	_,,
X NON-OWNED AUTOS GARAGE LIABI	LITY				PROPERTY DAMAGE \$	2,500,000
PROPERTY X FIRE & EXTEN	DED PERILS	Self-Insured	July 1, 2024	July 1, 2025	EACH OCCURRENCE \$ AGGREGATE \$	10,000,000 Not applicable
WORKERS' COM EMPLOYERS LIA	PENSATION AND BILITY	Self-Insured	July 1, 2024	July 1, 2025	STATUTORY LIMITS EACH ACCIDENT \$ DISEASE - POLICY LIMIT \$ DISEASE - EACH EMPLOYEE \$	As required by California Law As required by California Law As required by California Law

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

#### ADDITIONAL COVERED PARTY- AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH RESPECT TO GENERAL LIABILITY AND AUTOMOBILE LIABILITY

#### LOSS PAYEE - AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH RESPECT TO PROPERTY COVERAGE

CERTIFICATE HOLDER APPLICABLE PARTY AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

#### CANCELLATION

SHOULD THE REGENTS ELECT TO DISCONTINUE SELF-INSURING ITS LIABILITIES. THE REGENTS WILL UPDATE PROOF OF SELF-INSURANCE ON ITS WEBSITE. THE REGENTS SHALL NOT BE OBLIGATED TO PROVIDE INDIVIDUAL NOTICE TO VENDORS OR OTHERS.

By:

#### **KEVIN CONFETTI, AVP & CHIEF RISK OFFICER**