

AGREEMENT NUMBER 20-102	AM. NO.
TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NO. 95-6000720	

THIS AGREEMENT is entered into this _____ day of _____, 2021 in the State of California, by and between:



AGENCY State Coastal Conservancy	and
GRANTEE'S NAME City of Hermosa Beach	

I. SCOPE OF AGREEMENT

Pursuant to Chapter 9 of Division 21 of the California Public Resources Code, the State Coastal Conservancy (“the Conservancy”) hereby grants to the City of Hermosa Beach (“the grantee”) a sum not to exceed \$433,650 (four hundred thirty-three thousand six hundred fifty dollars) (“funds”), subject to this agreement.

(Continued on the following pages)

The provisions on the following pages constitute a part of this agreement. This agreement has been executed by the parties as shown below.

STATE OF CALIFORNIA		GRANTEE			
AGENCY State Coastal Conservancy		GRANTEE (If other than an individual, state whether a corporation, partnership, etc.) City of Hermosa Beach			
BY (Authorized Signature) 		BY (Authorized Signature) 			
PRINTED NAME AND TITLE OF PERSON SIGNING Samuel Schuchat, Executive Officer		PRINTED NAME AND TITLE OF PERSON SIGNING Suja Lowenthal, City Manager			
ADDRESS & PHONE NUMBER 1515 Clay Street, 10 th Floor Oakland, CA 94612 Phone: (510) 286-1015		ADDRESS & PHONE NUMBER 1315 Valley Drive Hermosa Beach, CA 90254 Phone: (310) 750-3603			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$433,650.00	PROGRAM/CATEGORY Local Assistance	FUND TITLE/PROP NO. Water Quality, Supply...(Prop 1)			
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$-0-	FUND ITEM 3760-101-608300007(B5862) Reap. by Ch. 6/20	CHAPTER 10	STATUTE 2015	FISCALYEAR 15/16	
TOTAL AMOUNT ENCUMBERED TO DATE \$433,650.00	PROJECT NAME Hermosa Beach Parking Lot Greening Project				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.					
NAME AND SIGNATURE OF ACCOUNTING OFFICER				DATE	

I certify that this agreement is exempt from Department of General Services' approval.

Erinda Corpuz
 Procurement and
 Contracts Manager

The grantee shall use the funds to complete the following project (“the project”) at the City of Hermosa Beach in Los Angeles County, as shown on Exhibit 1, which is incorporated by reference and attached.

The project consists of the renovation of Parking Lot D (at the corner of Manhattan Ave. and 14th St.), into a multi-benefit parking lot, including public access and greening improvements; and the preparation of final design plans to renovate Parking Lot A (at the corner of Hermosa Ave. and 11th St.).

The grantee shall carry out the project in accordance with this agreement. The grantee shall provide any funds beyond those granted under this agreement that are needed to complete the project.

II. CONDITIONS PRECEDENT TO CONSTRUCTION AND DISBURSEMENT

The grantee shall not begin construction of the project and the Conservancy shall not be obligated to disburse any funds unless and until the following conditions precedent have been met:

1. The City Council of the grantee has adopted a resolution designating positions whose incumbents are authorized to negotiate and execute this agreement and amendments to it on behalf of the grantee.
2. The Executive Officer of the Conservancy (“the Executive Officer”) has approved in writing:
 - a. A work program for the project, as provided in section “V. WORK PROGRAM.”
 - b. A plan for installation of signs and acknowledgment of Conservancy support, as provided in section “VI. SIGNS AND ACKNOWLEDGMENT.”
 - c. All contractors that the grantee intends to retain in connection with the project. The grantee must provide written evidence to the Conservancy that each contractor has complied with the bonding requirements described in section “VII. BONDING.”
3. The grantee has provided written evidence to the Conservancy that:
 - a. All permits and approvals necessary to the completion of the project under applicable local, state and federal laws and regulations have been obtained.

- b. The grantee has provided for required insurance coverage, including additional insured endorsement, as described in section “XVI. INSURANCE.”
- c. To the extent appropriate, the grantee has incorporated the guidelines of the Conservancy’s “Standards and Recommendations for Accessway Location and Development.”

III. TERM OF AGREEMENT

This agreement shall take effect when signed by both parties and received in the offices of the Conservancy together with the resolution described in section “II. CONDITIONS PRECEDENT TO CONSTRUCTION AND DISBURSEMENT.” This agreement may be signed electronically using a process specified by the Conservancy.

This agreement shall run from its effective date through February 29, 2044 (“the termination date”) unless otherwise terminated or amended as provided in this agreement. However, all work shall be completed by February 29, 2024 (“the completion date”).

The grantee shall deliver a final Request for Disbursement to the Conservancy no later than March 31, 2024.

IV. AUTHORIZATION

The signature of the Executive Officer of the Conservancy on this agreement certifies that at its March 25, 2021 meeting, the Conservancy adopted the resolution included in the staff recommendation attached as Exhibit 2. This agreement is executed under that authorization.

Standard Provisions

V. WORK PROGRAM

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

1. Construction plans and specifications.
2. A schedule of completion for the project specifically listing the completion date for each project component and a final project completion date.
3. A detailed project budget. The project budget shall describe all labor and materials costs of completing each component of the project, including the grantee's labor and materials costs and costs to be incurred under a contract with any third party retained by the grantee for work under this agreement. For each project component, the project budget shall list all intended funding sources, including the Conservancy's grant, and all other sources of monies, materials, or labor. The grantee shall review the plans with Conservancy staff, on-site if feasible.

If all or any part of the project to be funded under this agreement will be performed by third parties ("contractors") under contract with the grantee, the grantee shall submit to the Executive Officer for review and approval the names and qualifications of the contractors.

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

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

VI. SIGNS AND ACKNOWLEDGMENT

Prior to beginning the project, the grantee shall submit, for review and written approval by the Executive Officer, a plan for the installation of signs and acknowledgment of Conservancy support. Except as the Executive Officer agrees otherwise, the plan shall commit the grantee to mention the Conservancy's support in its project-related press releases, contacts with the media, and social media postings, and on its website.

The plan shall commit the grantee to install and maintain a sign or signs visible from the nearest public roadway identifying the project, acknowledging Conservancy assistance and displaying the Conservancy's logo. The Conservancy shall provide to the grantee specifications for the signs. The signs shall also acknowledge funding from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) by using the official logo prepared by the California Natural Resources Agency, which the Conservancy has available in various file formats. The grantee may incorporate the required information into other signs as approved by the Executive Officer. In special circumstances, where the placement of signs or the general specifications are inappropriate, the Executive Officer may approve alternative, more appropriate methods for acknowledging the sources of funding. The grantee sign plan shall describe the number, design, placement and wording of the signs, or the specifications of a proposed, alternative method. The grantee shall implement the approved signs and acknowledgment plan. The Conservancy will withhold final disbursement until the signs are installed as approved by the Conservancy.

VII. BONDING

If the grantee intends to use any contractors on any portion of the project to be funded under this agreement, construction shall not begin until each contractor has furnished a performance bond in favor of the grantee in the following amounts: for faithful performance, one hundred percent (100%) of the contract value; and for labor and materials, one hundred percent (100%) of the contract value. This requirement shall not apply to any contract for less than \$20,000.

Any bond furnished under this section shall be executed by an admitted corporate surety insurer licensed in the State of California.

VIII. COSTS AND DISBURSEMENTS

When the Conservancy determines that all conditions in section "II. CONDITIONS PRECEDENT TO CONSTRUCTION AND DISBURSEMENT" have been fully met, the Conservancy shall disburse to the grantee a total amount not to exceed the amount of this grant, in accordance with the approved project budget and this section.

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

Hourly rates billed to the Conservancy shall be equal to the actual compensation paid by grantee to employees, which may include employee benefits. The grantee shall require its employees to keep records of their time spent on the project for purposes of documenting the employee time billed to the Conservancy. The Conservancy will reimburse the grantee for expenses necessary to the project when documented by appropriate receipts. The Conservancy will reimburse travel and related expenses at actual costs not to exceed the state employee rates as identified on the California Department of Human Resources (CalHR) website under travel reimbursements for state employees. Except for rates for operating a private vehicle, the Conservancy may reimburse in excess of the state employee rates upon documentation that these rates are not reasonably available to the grantee. The Conservancy will reimburse the grantee for other necessary expenses if those expenses are reasonable in nature and amount taking into account the nature of the project, its location, and other relevant factors.

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

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

1. All receipts and any other source documents for direct expenditures and costs that the grantee has incurred.
2. Invoices from contractors that the grantee engaged to complete any portion of the work funded under this agreement and any receipts and any other source documents for costs incurred and expenditures by any such contractor, unless the Executive Officer makes a specific exemption in writing.
3. A progress report summarizing the current status of the project and the work for which the grantee is requesting disbursement.

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

IX. EXPENDITURE OF FUNDS AND ALLOCATION OF FUNDING AMONG BUDGET ITEMS

No increase in the total amount of this grant will be valid unless set forth in a written amendment to this agreement. The grantee shall expend funds consistent with the approved project budget. Expenditure on items contained in the approved project budget, other than overhead and indirect costs, may vary by as much as ten percent without prior approval by the Executive Officer, provided that the grantee first submits a revised budget to the Conservancy and requests disbursement based on the revised budget. Any deviation greater than ten percent, and any deviation that shifts funds from approved budget items into an overhead or indirect costs category, must be identified in a revised budget approved in advance and in writing by the Executive Officer. The Conservancy may withhold payment for items which exceed the amount allocated in the project budget by more than ten percent and which have not received the approval required above. Any increase in the funding for any particular budget item shall mean a decrease in the funding for one or more other budget items unless there is a written amendment to this agreement.

X. PROJECT COMPLETION

Upon completion of the project, the grantee shall supply the Conservancy with evidence of completion by submitting a final report by the final Request for Disbursement date set forth in section "III. TERM OF AGREEMENT" that includes:

1. A report certifying completion of the project according to the approved work program, including photographs documenting project completion.
2. Documentation that signs are installed as required by section "VI. SIGNS AND ACKNOWLEDGMENT."
3. A fully executed final "Request for Disbursement." A "final Request for Disbursement" means a Request for Disbursement that includes the withheld amounts and all remaining amounts for which grantee is entitled to seek payment, if any, pursuant to this agreement.

The Conservancy shall determine whether the grantee has satisfactorily completed the project. If so, the Conservancy shall issue to the grantee a letter of acceptance of the project and release the withhold amount pursuant to section "VIII. COSTS AND DISBURSEMENTS." The project shall be deemed complete as of the date of the letter.

XI. EARLY TERMINATION, SUSPENSION AND FAILURE TO PERFORM

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

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

If the grantee fails to complete the project as required, or fails to fulfill any other obligations of this agreement prior to the termination date, the grantee shall be liable for immediate repayment to the Conservancy of all amounts disbursed by the Conservancy under this agreement. The Conservancy may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed. This paragraph shall not be deemed to limit any other remedies the Conservancy may have for breach of this agreement.

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

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

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

XII. OPERATION AND MAINTENANCE

The grantee shall use, manage, maintain and operate the project throughout the term of this agreement consistent with the purposes for which the Conservancy's grant was made. The

grantee assumes all operation and maintenance costs of these facilities and structures; the Conservancy shall not be liable for any cost of maintenance, management, or operation. The grantee may be excused from its obligations for operation and maintenance during the term of this agreement only upon the written approval of the Executive Officer.

For purposes of this agreement, "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses. "Maintenance costs" include ordinary repairs and replacements of a recurring nature necessary to prolong the life of capital assets and basic structures, and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures.

XIII. MITIGATION

Without the written permission of the Executive Officer, the grantee shall not use or allow the use for mitigation (in other words, to compensate for adverse changes to the environment elsewhere) of any portion of real property on which the Conservancy has funded construction. In providing permission, the Executive Officer may require that all funds generated in connection with any authorized or allowable mitigation on the real property shall be remitted promptly to the Conservancy. As used in this section, mitigation includes, but is not limited to, any use of the property in connection with the sale, trade, transfer or other transaction involving carbon sequestration credit or carbon mitigation.

XIV. INSPECTION

Throughout the term of this agreement, the Conservancy shall have the right to inspect the project area to ascertain compliance with this agreement.

XV. INDEMNIFICATION AND HOLD HARMLESS

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

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

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

The obligations in this section “XV. INDEMNIFICATION AND HOLD HARMLESS” will survive termination of this agreement.

XVI. INSURANCE

The grantee shall procure and maintain insurance, as specified in this section, against claims for injuries to persons and damage to property that may arise from or in connection with any activities of the grantee or its agents, representatives, employees or contractors associated with the project undertaken pursuant to this agreement.

As an alternative, with the written approval of the Executive Officer, the grantee may satisfy the coverage requirement in whole or in part through: (a) its contractors’ procurement and maintenance of insurance for work under this agreement, if the coverage otherwise fully satisfies the requirements of this section; or (b) the grantee’s participation in a “risk management” plan, self insurance program or insurance pooling arrangement, or any combination of these, if consistent with the coverage required by this section.

The grantee shall maintain property insurance, if required below, throughout the term of this agreement. Any required errors and omissions liability insurance shall be maintained from the effective date through two calendar years after the completion date. The grantee shall maintain all other required insurance from the effective date through the completion date.

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - a. Insurance Services Office (“ISO”) Commercial General Liability coverage, occurrence basis (Form CG 00 01) or comparable.
 - b. Automobile Liability coverage: ISO Form Number CA 0001, Code 1 (any auto).
 - c. Workers’ Compensation insurance as required by the Labor Code of the State of California, and Employer’s Liability insurance.

2. Minimum Limits of Insurance. The grantee shall maintain coverage limits no less than:

<p>a. General Liability: <i>(Including operations, products and completed operations, as applicable)</i></p>	<p>\$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities under this agreement, or the general aggregate limit shall be twice the required occurrence limit.</p>
<p>b. Automobile Liability:</p>	<p>\$1,000,000 per accident for bodily injury and property damage.</p>
<p>c. Worker's Compensation and Employer's Liability:</p>	<p>Worker's compensation as required by law and Employer's Liability of no less than \$1,000,000 per accident for bodily injury or disease.</p>

3. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Officer.

4. Required Provisions Concerning the Conservancy and the State of California.

- a. Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party, except after thirty days' prior written notice by first class mail has been given to the Conservancy; or in the event of cancellation of coverage due to nonpayment, after ten days prior written notice to the Conservancy. The grantee shall notify the Conservancy within two days of receipt of notice that any required insurance policy will lapse or be cancelled. At least ten days before an insurance policy held by the grantee lapses or is cancelled, the grantee shall provide the Conservancy with evidence of renewal or replacement of the policy.
- b. The grantee hereby grants to the State of California, its officers, agents, employees, and volunteers, a waiver of any right to subrogation which any insurer of the grantee may acquire against the State of California, its officers, agents, employees, and volunteers, by virtue of the payment of any loss under such insurance. Grantee agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the grantee has received a waiver of subrogation endorsement from the insurer.

- c. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - i. The State of California, its officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the grantee; and with respect to liability arising out of work or operations, including completed operations, performed by or on behalf of the grantee including materials, parts or equipment furnished in connection with the work or operations.
 - ii. For any claims related to this agreement, the grantee's insurance coverage shall be primary insurance as respects the State of California, its officers, agents and employees, and not excess to any insurance or self-insurance of the State of California.
 - iii. The limits of the additional insured coverage shall equal the limits of the named insured coverage regardless of whether the limits of the named insurance coverage exceed those limits required by this agreement.
5. Acceptability of Insurers. Insurance shall be placed with insurers admitted to transact business in the State of California and having a current Best's rating of "B+:VII" or better or, in the alternative, acceptable to the Conservancy and approved in writing by the Executive Officer.
6. Verification of Coverage. The grantee shall furnish the Conservancy with original certificates and amendatory endorsements, or copies of the applicable policy language, effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Executive Officer before work commences. The Conservancy may require, at any time, complete, certified copies of all required insurance policies, including endorsements affecting the coverage.
7. Contractors. The grantee shall include all contractors as insureds under its policies or shall require each contractor to provide and maintain coverage consistent with the requirements of this section. To the extent generally available, grantee shall also require each professional contractor to provide and maintain Errors and Omissions Liability insurance appropriate to the contractor's profession and in a reasonable amount in light of the nature of the project.
8. Premiums and Assessments. The Conservancy is not responsible for premiums and assessments on any insurance policy.

XVII. AUDITS/ACCOUNTING/RECORDS

The grantee shall maintain financial accounts, documents, and records (collectively, “required records”) relating to this agreement, in accordance with the guidelines of “Generally Accepted Accounting Principles” (“GAAP”) published by the American Institute of Certified Public Accountants. The required records include, without limitation, evidence sufficient to reflect properly the amount, receipt, deposit, and disbursement of all funds related to the construction of the project, and the use, management, operation and maintenance of the real property, time and effort reports, and supporting documents that permit tracing from the request for disbursement forms to the accounting records and to the supporting documentation.

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

The grantee shall retain the required records for a minimum of three years following the later of final disbursement by the Conservancy, and the final year to which the particular records pertain. The records shall be subject to examination and audit by the Conservancy and the California State Auditor during the retention periods.

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

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

XVIII. COMPUTER SOFTWARE

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

XIX. NONDISCRIMINATION

During the performance of this agreement, the grantee and its contractors shall not deny the agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The grantee shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. The grantee and contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the Conservancy to implement such article. The grantee shall permit access by representatives of the Department of Fair Employment and Housing and the Conservancy upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the Conservancy shall require to ascertain compliance with this clause. The grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

The grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts to perform work under this agreement.

XX. AMERICANS WITH DISABILITIES ACT

By signing this agreement, grantee certifies that it is in compliance with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C., 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

XXI. PREVAILING WAGE

Work done under this grant agreement may be subject to the prevailing wage and other related requirements of the California Labor Code, Division 2, Part 7, Chapter 1, sections 1720-1861. If required by law to do so, the grantee shall pay prevailing wage to all persons

employed in the performance of any part of the project and otherwise comply with all associated requirements and obligations.

The grantee is responsible for determining whether the project is subject to prevailing wage laws, and for complying with all labor laws applicable to the project. The grantee may also review the Conservancy publication, *Information on Current Status of Prevailing Wage Laws for State Coastal Conservancy Grantees (May 2018)*, available from the Conservancy on request; provided, that this publication is for grantee's informational purposes only, and shall not be construed as legal advice to the grantee on whether the grantee's project is subject to prevailing wage laws.

XXII. UNION ORGANIZING

By signing this agreement, grantee hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this agreement, and certifies that no state funds disbursed by this agreement will be used to assist, promote or deter union organizing. If grantee makes expenditures to assist, promote or deter union organizing, grantee agrees to maintain records sufficient to show that no state funds, including the funds provided under this agreement, have been used for these purposes, and shall provide these records to the Attorney General upon request.

XXIII. DRUG-FREE WORKPLACE

The grantee's signature on this agreement constitutes the certification required by Government Code Section 8355 (Drug-Free Workplace Act of 1990), which requires that all state grantees provide a drug-free workplace by doing all of the following:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions that will be taken against employees for violations of the prohibition.
2. Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace.
 - b. The person's or organization's policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation, and employee assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations.

3. Requiring that each employee engaged in the performance of the grant be given a copy of the drug-free workplace statement and that, as a condition of employment on the grant, the employee agrees to abide by the terms of the statement.

XXIV. INDEPENDENT CAPACITY

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

XXV. ASSIGNMENT

Without the written consent of the Executive Officer, the grantee may not assign this agreement in whole or in part.

XXVI. TIMELINESS

Time is of the essence in this agreement.

XXVII. EXECUTIVE OFFICER'S DESIGNEE

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

XXVIII. AMENDMENT

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

XXIX. LOCUS

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

Exhibit A
Exhibit 1: Project Location Map

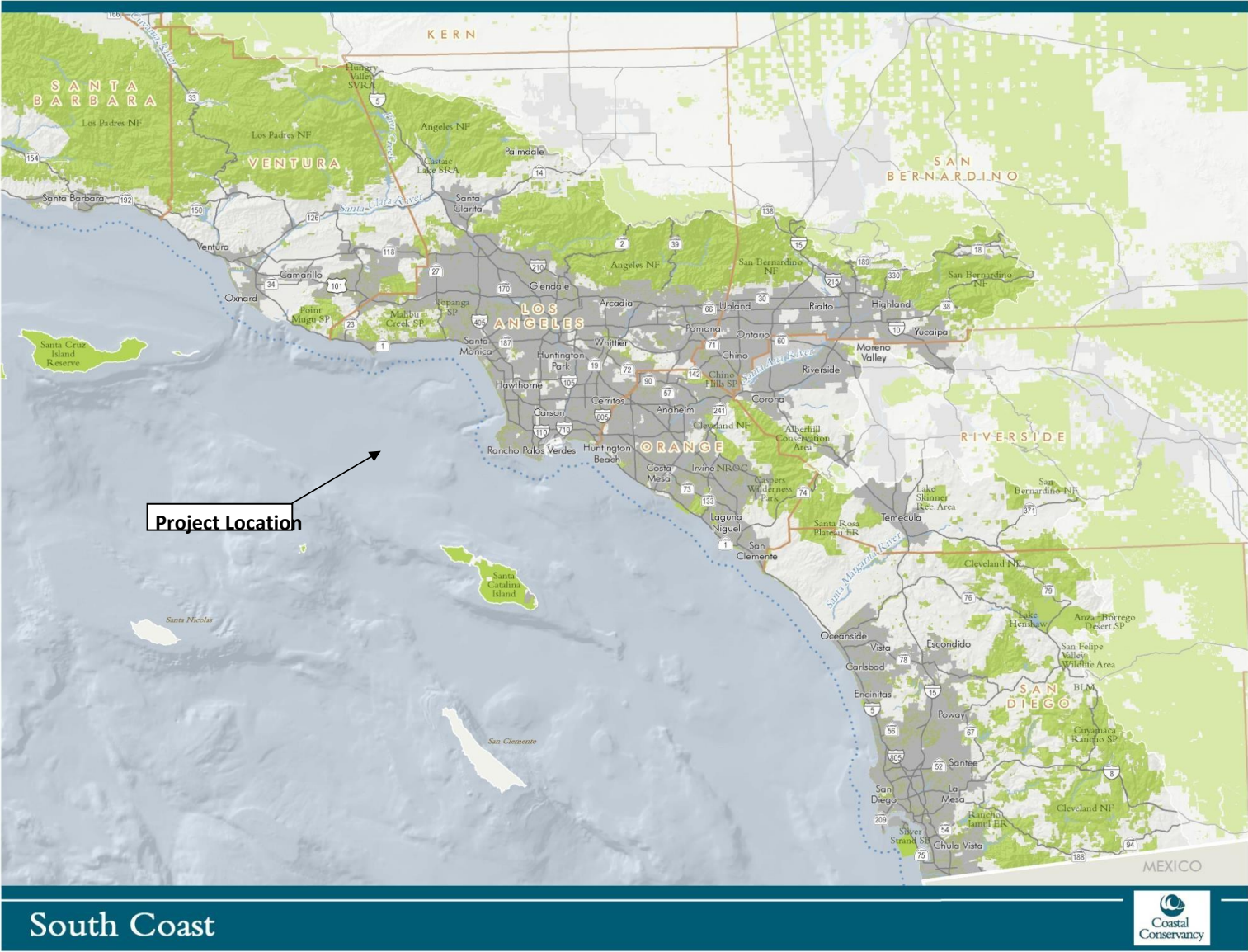


Exhibit 1: Project Location Map

Exhibit 1

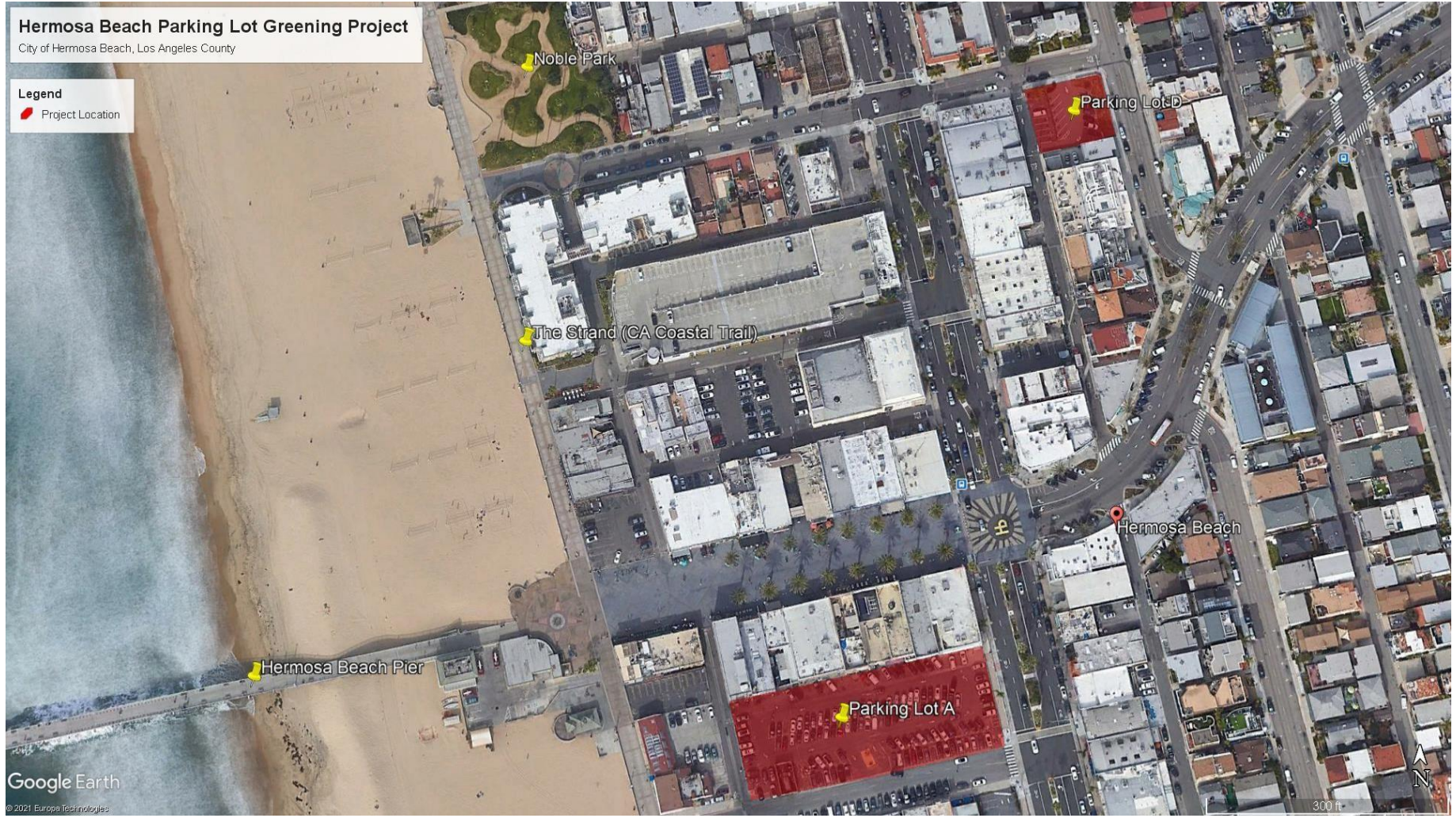


Exhibit
COASTAL CONSERVANCY

Staff Recommendation
March 25, 2021

HERMOSA BEACH PARKING LOT GREENING PROJECT

Project No. 19-034-01
Project Manager: Rodrigo Garcia

RECOMMENDED ACTION: Authorization to disburse up to \$433,650 to the City of Hermosa Beach in Los Angeles County to renovate an impervious and deteriorated beach parking lot into a green, multi-benefit parking lot and to prepare final design plans to renovate a second parking lot in the City of Hermosa Beach.

LOCATION: City of Hermosa Beach, Los Angeles County

EXHIBITS

- Exhibit 1: [Project Location Map](#)
Exhibit 2: [Project Photos](#)
Exhibit 3: [Project Letters](#)
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RESOLUTION AND FINDINGS

Staff recommends that the State Coastal Conservancy adopt the following resolution and findings.

Resolution:

The State Coastal Conservancy hereby authorizes a grant of an amount not to exceed four hundred thirty-three thousand, six hundred fifty dollars (\$433,650) to the City of Hermosa Beach (“the grantee”) to renovate an impervious and deteriorated beach parking lot into a green, multi-benefit parking lot and to prepare final design plans to renovate a second parking lot in the City of Hermosa Beach.

Prior to commencement of the project, the grantee shall submit for the review and written approval of the Executive Officer of the Conservancy (Executive Officer) the following:

1. A detailed work program, schedule, and budget.
2. Names and qualifications of any contractors to be retained in carrying out the project.
3. A plan for acknowledgement of Conservancy funding and Proposition 1 as the source of that funding.
4. Evidence that all permits and approvals required to implement the project have been obtained.

Exhibit 2

5. In addition, to the extent appropriate, the City of Hermosa Beach shall incorporate the guidelines of the Conservancy's "Standards and Recommendations for Accessway Location and Development".

Findings:

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

1. The proposed authorization is consistent with Chapter 9 of Division 21 of the Public Resources Code, regarding the System of Public Accessways.
2. The proposed project is consistent with the current Conservancy Project Selection Criteria and Guidelines.

STAFF RECOMMENDATION

PROJECT SUMMARY:

Staff recommends the Conservancy authorize a \$433,650 grant to the City of Hermosa Beach to renovate an impervious and deteriorated beach parking lot into a green, multi-benefit parking lot and to prepare final design plans to renovate a second parking lot.

The proposed project is divided into two components: the renovation of Parking Lot D and the design of Parking Lot A (see Exhibit 1). Both parking lots are located within 2 blocks of the beach in the incredibly popular beach town of Hermosa Beach ("City"). The parking lots are heavily used by tourists looking to enjoy the different outdoor coastal activities that the City has to offer including spending the day enjoying the beach, and jogging, skating or biking along the Strand, a section of the California Coastal Trail.

The parking lots are heavily used throughout the year, but their current condition needs improvement for both water quality and public enjoyment. The lots are currently paved with impervious asphalt with no planters or areas for stormwater to infiltrate, so rainwater flows off into the ocean carrying pollutants into the Santa Monica Bay. ADA accessibility and safety are concerns that the proposed project will address as well. The lack of urban greening of the parking lots also makes them an unpleasant experience for the people who visit the City.

Multiple surveys conducted over the years have shown that many visitors come from a surrounding radius of five to ten miles. Within this distance there are nearly 500,000 residents living in disadvantaged communities including the City of Lawndale and the City of Hawthorne for whose residents Hermosa Beach is a popular recreation destination.

The renovation of Parking Lot D addresses water quality issues by capturing stormwater through a suite of water quality technologies. The technologies that will be used to achieve this goal include stormwater capture via a permeable paver system, and stormwater infiltration via drywells located in a bioswale demonstration planter that promotes infiltration of site run off. Additional onsite infrastructure improvements to Parking Lot D that will enhance public use include: ADA accessibility upgrades, solar panels, two EV charging stations for full-size vehicles, a charging outlet for neighborhood electric vehicles, and a bike corral. Photocell-controlled lighting for the parking lot and new trash enclosure will also be provided to improve lighting and safety. Neighborhood streetscape enhancements will include parkway-facing landscaping, gathering spaces, and street furnishings. Landscape plans include a total of eight trees and a host of drought-tolerant native plants that will be installed within the project site and along the streetscape. The site will also include interpretive signage explaining its multi-benefit

Exhibit 2

design elements. The project will serve as a demonstration site for public and private redevelopment projects illustrating how to utilize urban greening techniques and design ideas. The design of Parking Lot A will engage stakeholders and community groups to create a collaborative design process. Lessons learned through the design and construction of Parking Lot D will inform and optimize the design of this lot. Streetscape enhancements are anticipated to include a bioretention planter, trees, and landscaping. Because Parking Lot A is near a reclaimed water supply line, the design will consider a connection to this line for irrigation. Additional key design elements will include ADA upgrades, electric vehicle charging stations, golf cart parking, improved safety lighting, solar panels, and electrical service upgrades. Centralized multi-space meters will provide convenience for visitors as well as help reduce revenue loss for the City's General Fund which will be used for maintenance of the site. Signage at Parking Lot A will direct visitors to the immediately adjacent California Coastal Trail.

Site Description: Both Parking Lot A and Parking Lot D are public parking lots owned and operated by the City of Hermosa Beach. Both sites currently consist of impervious asphalt with little to no vegetation.

Parking Lot D is a 0.21 acres site located approximately 750 feet from the beach in the downtown business district at the corner of Manhattan Avenue and 14th Street. Parking Lot D consists of an upper and lower section. Currently, there are 19 regular parking spaces, of which one is an ADA parking space located in the lower section of the parking lot. Parking Lot D receives no stormwater runoff from offsite areas. Stormwater runoff generated by Parking Lot D discharges via sheet flow to Palm Drive and runs southward into the Pier Avenue storm drain system.

Parking Lot A is a 0.71 acres site located approximately 150 feet from the beach at 1101 Hermosa Avenue. Parking Lot A is the City's most heavily used parking lot and serves as a public venue during large events such as Fiesta Hermosa that attracts 200,000 people to Hermosa Beach over Memorial Day and Labor Day weekends. Currently, Parking Lot A consists of 143 spaces, with three ADA accessible spaces. This lot is open 24 hours daily and is the primary lot used by tourists to access the public beach, Hermosa Beach Pier, and the downtown Pier Plaza area. Stormwater runoff from Parking Lot A discharges via sheet flow to concrete drainage swales where it flows southwest before entering the Pier Avenue storm drain system.

Grant Applicant Qualifications: The City of Hermosa Beach engineering and planning staff has experience with similar projects and have successfully constructed such projects in the past. One example is The Pier Avenue Improvement Project, which captures and treats stormwater and urban runoff in the City's downtown corridor to reduce pollutant loading at the beach and to reduce flooding. Another example is The Hermosa Strand Infiltration Trench Project, which captures runoff from a 76.2 acres area and directs dry-weather flows, and wet-weather low flows from the storm drain into a 1,000-foot subsurface infiltration trench on the beach. Both projects have been managed by City staff.

CONSISTENCY WITH CONSERVANCY'S PROJECT SELECTION CRITERIA & GUIDELINES:

The proposed project is consistent with the Conservancy's Project Selection Criteria and Guidelines, last updated on October 2, 2014, in the following respects:

Required Criteria

- 1. Promotion of the Conservancy's statutory programs and purposes:** See the "Consistency with Conservancy's Enabling Legislation" section below.

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2. **Consistency with purposes of the funding source:** See the “Project Financing” section below.
3. **Promotion and implementation of state plans and policies:** The proposed project will help to implement or promote the goals of the following State Plans:
 - **California @ 50 Million: The Environmental Goals and Policy Report**
The proposed project supports the goal to build a resilient and sustainable water system as it maximizes the use of recycled water and stormwater harvested for irrigation resulting in potable water conservation.
 - **CA Climate Adaptation Strategy/Safeguarding California: Reducing Climate Risk Plan**
The proposed project supports Action 6 under Safeguarding Ocean and Coastal Ecosystems and Resources by utilizing nature-based infrastructure to reduce flood risk and stormwater runoff and to maximize associated co-benefits such as greenhouse gas reductions and improved air quality.
 - **Beach Cities Enhanced Watershed Management Program**
The proposed project supports the goal of reducing stormwater pollutants by capturing all the site’s potential stormwater discharge and infiltrating it to help filter any pollutants. The proposed project also supports the program’s goal of increased education and outreach by providing interpretive signage explaining the multi-benefit design elements of the project.
4. **Support of the public:** The proposed project is supported by many local and regional entities, including the South Coast chapter of the Surfrider Foundation, the Beach Cities Health District, the Hermosa Beach Chamber of Commerce, and downtown businesses. During the design of Parking Lot D, the City held a community education and outreach event to educate residents, and businesses regarding the multiple benefits of the project and to receive feedback. Community education and outreach tools included on-site meetings, mailers, a dedicated project page on the City’s website, information booths at City events, notices and articles in local newspapers, updates at City Council meetings and through social media platforms. The Gabrieleno Band of Mission Indians-Kizh Nation provided input through a government-to-government consultation on mitigation guidelines for Tribal cultural resources. Access Hermosa, a local stakeholder group addressing ADA accessibility issues through the City, along with the South Bay Bicycle Coalition provided input on preferred bicycle options. The Surfrider Foundation provided input on the stormwater elements. The Police Department and Downtown Subcommittee, comprised of elected official and City staff, provided input on lighting and site amenities. The Chamber of Commerce assisted in informing and educating businesses regarding the project. The same public participation process will be utilized during the design of Parking Lot A.
5. **Location:** See the “Project Summary”.
6. **Need:** The Conservancy is providing a significant contribution to the proposed project and the grantee does not have sufficient funding to complete the proposed project without the Conservancy funds.
7. **Greater-than-local interest:** While the proposed project is physically located within Hermosa Beach, lessons learned will be used to inform future project designs both within the City of Hermosa Beach as well as regionally. The City participates in the Beach Cities

Exhibit 2

Enhanced Watershed Management Program which has been incorporated into the Los Angeles Integrated Regional Water Management Plan to achieve regional water quality and water supply goals. The proposed project will help achieve identified regional water quality and water supply goals. The proposed project also promotes regional access to recreational opportunities provided by the City's beach and downtown commercial core which is frequented by visitors from the Los Angeles Region as well as other parts of California and the United States by accommodating multiple modes of transportation and including many pedestrian facilities such as increased green space, seating areas, and safety lighting as well as ADA accessibility improvements. Results from multiple surveys done over the years have shown that many visitors of Hermosa Beach come from a surrounding radius of five to ten miles, including The City of Lawndale and the City of Hawthorne which are both disadvantaged communities (DACs). Within a 10-mile radius there are close to 500,000 residents living in DACs for who Hermosa Beach is a popular recreation destination. Parking Lot D is 500 meters from public bus stops and Parking Lot A is 35 meters from public bus stops.

8. **Sea level rise vulnerability:** According to the Hermosa Beach Storm Drain Master Plan (2018), portions of the Hermosa Beach storm drain system are susceptible to sea level rise due to their proximity to the ocean and generally low ground elevations. Although elevations throughout the City vary, much of the beach area at the western edge of the City is lower than the projected high tides when considering 39 inches of sea level rise, which was the projected sea level rise by 2100 based on the Coastal Storm Modeling System for Southern California (CoSMoS 3.0). Increased water levels at the outfalls will contribute to interior flooding during storm events and increased precipitation intensity due to climate change will contribute to higher peak runoff through direct overland flow during high tides. While the proposed project will help to improve localized flooding through capture of stormwater runoff onsite, both sites could be affected by localized flooding due to sea level rise because of infrastructure vulnerability of the Pier Avenue storm drain. Risks from the effects of sea level rise are considered in the City's recent update of its Storm Drain Master Plan which was informed by the Hermosa Beach Assessment of Infrastructure Vulnerability to Sea Level Rise (2016). The City's Hazard Mitigation Planning process will assess risks to project elements and recommend actions to mitigate these risks.

Additional Criteria

9. **Resolution of more than one issue:** The improvements on the Parking Lot D portion of the proposed project will address water quality issues, the need for carbon sequestration through the planting of trees, public health concerns due to dust originated from the unvegetated areas, safety concerns due to insufficient lighting, and ADA issues due to noncompliant ADA parking stalls.
10. **Leverage:** See the "Project Financing" section below.
11. **Readiness:** The proposed project is ready to implement.
12. **Cooperation:** The proposed project involves cooperation from stakeholders, and members of the community. See the "Support of the Public" section above.
13. **Minimization of greenhouse gas emissions:** Many elements of the proposed project will reduce and sequester greenhouse gases over the life of the project. Solar panels will offset energy needs for lighting, thus reducing greenhouse gas emissions associated with operation

Exhibit 2

of the site. The installation of charging stations for plug-in electric vehicles will encourage the expansion of non-emission vehicles in place of fossil-fueled vehicles. Lastly, tree and vegetation planting will further result in sequestration of greenhouse gasses at the project site.

PROJECT FINANCING

Coastal Conservancy	\$433,650
Hermosa Beach General Fund	\$499,650
Project Total	\$933,300

The expected source of funding for this authorization is the 2019/20 FY appropriation to the Conservancy from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (“Proposition 1”, Division 26.7 of the Water Code Sections 79700 et seq.). Funds appropriated to the Conservancy derive from Chapter 6 of Proposition 1 and may be used for ecosystem and watershed protection and restoration (Section 79731).

Section 79732 identifies specific purposes that these funds may be used for, including: protecting and restoring rural and urban watershed health through improved storm water resource management; protecting and restoring coastal watersheds; and reducing pollution or contamination of coastal waters (Section 79732(a)(9), (10) and (11)).

The proposed project was reviewed and subsequently recommended for funding through a competitive grant process under the Conservancy’s Proposition 1 Grant Program Guidelines adopted in June 2015 (“Prop 1 Guidelines”). (See § 79706(a)). The proposed Project meets each of the evaluation criteria in the Prop 1 Guidelines as described in further detail in the following sections of this staff recommendation: “Project Financing”, “Project Summary” and “Consistency with Conservancy’s Project Selection Criteria & Guidelines” (sections above).

The proposed project is supported with funds from the Hermosa Beach General Fund. The City of Hermosa Beach will also provide in-kind services (staff time for project management) estimated to be \$50,000.

CONSISTENCY WITH CONSERVANCY’S ENABLING LEGISLATION:

The proposed project would be carried out pursuant to Chapter 9 of Division 21 of the Public Resources Code (Sections 31400-31409), regarding the implementation of public coastal accessways. Public Resources Code Section 31400 directs the Conservancy to have a principal role in the implementation of public accessways to and along the State’s coastline. To this end, Public Resources Code Section 31400.3 authorizes the Conservancy to “provide such assistance as is required to aid public agencies and nonprofit organizations in establishing a system of public coastal accessways, and related functions necessary to meet the objectives of this division.” Granting funds to the City of Hermosa Beach for the purpose of renovating, and designing improvements to, two heavily used, beach-access parking lots in Hermosa Beach so that the parking lots can better serve the public while also protecting water quality, is consistent with this section.

CONSISTENCY WITH CONSERVANCY’S [2018-2022 STRATEGIC PLAN](#) GOAL(S) & OBJECTIVE(S):

Consistent with **Goal 1, Objective A** of the Conservancy’s 2018-2022 Strategic Plan, the proposed project will implement and support projects to promote awareness and use of the

Exhibit 2

California Coastal Trail by including signage directing visitors to the immediately adjacent California Coastal Trail (Hermosa Strand).

Consistent with **Goal 2, Objective A** of the Conservancy's 2018-2022 Strategic Plan, the proposed project will expand and enhance opportunities for access for people with disabilities to and along the coast.

Consistent with **Goal 2, Objective C** of the Conservancy's 2018-2022 Strategic Plan, the proposed project will design a parking lot facility to increase and enhance coastal recreational opportunities and enable people to enjoy natural, cultural, and historical resources.

Consistent with **Goal 2, Objective D** of the Conservancy's 2018-2022 Strategic Plan, the proposed project will fund the renovation of a dilapidated and unsafe parking lot to increase and enhance coastal recreational opportunities and enable people to enjoy natural, cultural, and historical resources.

Consistent with **Goal 4, Objective B** of the Conservancy's 2018-2022 Strategic Plan, the proposed project will support the design and installation of interpretive or educational displays and exhibits related to coastal, watershed, and ocean-resource education by installing interpretive signage at Parking Lot D on stormwater capture and reuse, and native plants.

Consistent with **Goal 6, Objective F** of the Conservancy's 2018-2022 Strategic Plan, the proposed project will complete plans to improve water quality to benefit coastal and ocean resources by designing a plan to capture stormwater runoff and reduce pollutant loading to Santa Monica Bay.

CEQA COMPLIANCE:

The proposed project is exempt under CEQA Section 15301 (Existing Facilities) because the construction of the proposed improvements involves only minor alteration to the existing parking lots and will involve negligible or no expansion beyond their current use.

Upon approval of the project, Conservancy staff will file a Notice of Exemption.