

CALIFORNIA COASTAL COMMISSION  
**STANDARD GRANT AGREEMENT**

(Rev 03/15)

AGREEMENT NUMBER

**LCP-16-08**

FEDERAL ID NUMBER

**95-6000720**

1. This Agreement is entered into between the State Agency and the Grantee named below:

STATE AGENCY'S NAME

California Coastal Commission

GRANTEE'S NAME

City of Hermosa Beach

2. The term of this Agreement is: Upon Grant Execution Or 12/01/2016 through 12/30/2019 (the "Termination Date")
3. The maximum amount of this Agreement is: \$135,899.00 One Hundred Thirty-Five Thousand Eight Hundred Ninety-Nine Dollars and Zero Cents
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Definitions 3 pages

Exhibit B – Scope of Work 12 pages

Exhibit C – Budget Detail and Payment Provisions 2 pages

Exhibit D – General Terms and Conditions 4 pages

Check mark one item below as Exhibit E:

☒ Exhibit E - Special Terms and Conditions 10 pages

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

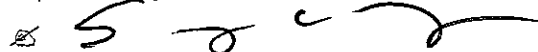
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

**GRANTEE**

GRANTEE'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Hermosa Beach

BY (Authorized Signature)



DATE SIGNED (Do not type)

6-5-2017

PRINTED NAME AND TITLE OF PERSON SIGNING

Sergio Gonzalez, City Manager

ADDRESS

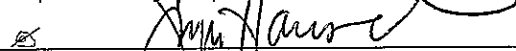
1315 Valley Drive  
Hermosa Beach, CA 90254

**STATE OF CALIFORNIA**

AGENCY NAME

California Coastal Commission

BY (Authorized Signature)



DATE SIGNED (Do not type)

5/31/2017

PRINTED NAME AND TITLE OF PERSON SIGNING

Susan M. Hansch, Chief Deputy Director

ADDRESS

45 Fremont Street, Suite 2000, San Francisco, CA 94105

**California Department of General  
Services Use Only**

☒ I, the Chief Deputy Director of the California Coastal Commission, certify that this agreement is exempt from Department of General Services' approval.

## EXHIBIT A

### **DEFINITIONS**

1. The term “Agreement” means this Grant Agreement.
2. The term “Benchmark” means specific tasks or project deliverables identified in the Project Work Plan as approved by the Commission.
3. The term “Budget Act” means the annual enacted version of the Budget Bill which makes appropriations for the support of the government of the State of California.
4. The term “Chief Deputy Director” means the Chief Deputy Director of the Commission.
5. The terms “Commission” or “Coastal Commission” and the acronym “CCC” all refer to the California Coastal Commission.
6. The term “Executive Director” means the Executive Director of the Commission, or in the event an Executive Director has not been appointed by the Commission, the Acting Executive Director of the Commission.
7. The term “Grant” or “Grant Funds” means the money provided by the State Coastal Conservancy and administered by the Coastal Commission to the Grantee pursuant to this Agreement.
8. The term "Grantee" means an applicant who has a signed agreement for Grant Funds.
9. The term “Grant Manager” means the representative of the Commission given authorization by the Executive Director to administer and provide oversight of the Grant.
10. The term “LCP” refers to Local Coastal Program.
11. The term “Local Coastal Program Local Assistance Grant Program” refers to the Coastal Commission’s grant program to support local governments in planning for sea level rise and climate change, and developing new or updating existing Local Coastal Programs (LCP), consistent with the California Coastal Act.
12. The term “Materials” means all data, plans, drawings, specifications, surveys, studies, and other written or graphic work produced in the performance of this Agreement and are identified as “deliverables” in the Scope of Work of this grant agreement.
13. The term “Other Sources of Funds” means cash or in-kind contributions that are required or used to complete the Project beyond the Grant Funds provided by this Agreement.

**EXHIBIT A**

14. The term “Pooled Money Investment Account” (PMIA) refers to the account through which the State Treasurer invests taxpayers’ money to manage the State’s cash flow and strengthen the financial security of local governmental entities. The rate of interest earned on the Pooled Money Investment Account serves as a benchmark for setting interest rates in several provisions of state law, and is the rate that is used for purposes of this Agreement.<sup>1</sup> The current rate is available at: <http://www.treasurer.ca.gov/pmia-laif/pmib-program.asp>.
15. The term "Project" means the activity described under the Scope of Work, attached as Exhibit B1, to be accomplished with Grant Funds.
16. The term “Project Budget” means the Commission approved cost estimate submitted to the Grant Manager as part of the Work Program. The Project Budget shall describe all labor and material costs of completing each component of the Project. The Project Budget shall contain itemized amounts permissible for each item or task described in Project Scope and Work Plan. The Project Budget must include the set administrative and indirect costs agreed upon by the Parties if applicable. For each project component, the Project Budget shall list all intended funding sources including the Commission’s grant and all other sources of monies, materials or labor.
17. The term “Public Agency” means any State of California department or agency, a county, city, public district or public agency formed under California law.
18. The term “Request for Funds Form” or “RFF Form” means the form that will be submitted requesting payment and which is described in Exhibit C hereto.
19. The term “Round 1” refers to the Commission’s first round of LCP grant funding that commenced in Fiscal Year 2013-2014 under the Local Coastal Program Local Assistance Grant Program.
20. The term “Round 2” refers to the Commission’s second round of LCP grant funding that commenced in Fiscal Year 2014-2015 under the Local Coastal Program Local Assistance Grant Program.
21. The term “Round 3” refers to the Commission’s third and current round of LCP grant funding that commenced in Fiscal Year 2016-2017 under the Local Coastal Program Local Assistance Grant Program.
22. The term “Scope of Work” refers to Exhibit B, including the approved Work Plan, Project Schedule, and Project Budget.
23. The term “Sea Level Rise Guidance” refers to the Coastal Commission’s sea level rise guidance document adopted in August 2015. The document provides an

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<sup>1</sup> Umbach and Moller 2001. Available: <http://www.umbachconsulting.com/discussion/CaShortTerm.pdf>. Accessed 19 September 2014.

**EXHIBIT A**

overview of best available science on sea level rise for California and recommended steps for addressing sea level rise in Coastal Commission planning and regulatory actions under the Coastal Act.

24. The term "Conservancy" refers to the State Coastal Conservancy.
25. The term "Termination Date" means the date by which all activity for the project must be concluded and all invoices and other reporting requirements must be complete, as specified in the signature page of this Agreement. Work performed after this date cannot be reimbursed.
26. The term "Work Plan" means the description of tasks and related work to be accomplished by the Project.

**EXHIBIT B1****SCOPE OF WORK**

1. Grantee agrees to provide to the Commission project activities as described under the Scope of Work, attached hereto as Exhibit B1.
2. The Project representatives during the term of this agreement will be:

<b>State Agency:</b> California Coastal Commission	<b>Grantee:</b> City of Hermosa Beach
Name: Madeline Cavalieri, LCP Grant Manager ("Grant Manager")	Name: Sergio Gonzalez, City Manager
Address: 45 Fremont Street, Suite 2000 San Francisco, CA 94105-2219	Address: 1315 Valley Drive Hermosa Beach, CA 90254
Phone: (831) 427-4890	Phone: (310) 318-0216
Fax: (415) 904-5400	Fax:

3. Direct all inquiries to:

<b>State Agency:</b> California Coastal Commission	<b>Grantee</b> City of Hermosa Beach
Section/Unit: Statewide Planning	Section/Unit: City Manager's Office
Name: Carey Batha, LCP Grant Coordinator ("Grant Coordinator")	Name: LEEANNE Singleton, Environmental Analyst
Address: 45 Fremont Street, Suite 2000 San Francisco, CA 94105-2219	Address: 1315 Valley Drive Hermosa Beach, CA 90254
Phone: (415) 904-5268	Phone: (310) 318-0252
Fax: (415) 904-5400	Fax:

## EXHIBIT B1

### Project Work Plan, Schedule, and Budget

#### City of Hermosa Beach

**Project Title:** Hermosa Beach: Education, Implementation, and Certification of the LCP

#### Grantee Contact Information:

Person Authorized to sign grant agreement and any amendments:

*Sergio Gonzalez, City Manager*

*1315 Valley Drive*

*(310)318-0216*

Main Project Manager/Point of Contact:

*Leeanne Singleton*

*1315 Valley Drive*

*(310)318-0252 | lsingleton@hermosabch.org*

**Federal Employer Identification Number:** 95-6000720

#### Budget Summary:

CCC funding: \$135,899

Other funding: \$60,910

Total project cost: \$196,809

**Term of Project:** Upon Grant Execution or 12/1/16 – 12/30/19

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#### A. PROJECT DESCRIPTION

Over the past three years the City has initiated several important and forward-thinking planning processes to define the community vision for the future of Hermosa Beach. These efforts include comprehensive updates to the City's General Plan – PLAN Hermosa – and Local Coastal Program, both of which had not been substantially updated in nearly 30 years. The City has engaged the community in an extensive dialogue to develop these documents with grants from the Strategic Growth Council, California Coastal Commission, and Coastal Conservancy.

All work on the previously funded grants have been completed and contributed to the City's substantial progress toward a comprehensively updated LCP. Although the tasks associated with the previous FY13/14 Coastal Commission grant were completed by April 2016, the City continues to conduct study sessions and public hearings on PLAN Hermosa. The City Council is committed to completing efforts to adopt PLAN Hermosa and achieve certification of the Local Coastal Program (LCP) as the City Council continues to identify the completion of these documents some of the top management priorities. Upon adoption of PLAN Hermosa, City Staff will work with Coastal Commission Staff to ensure the LUP and the Implementation Plan (IP) meet the intent and objectives of the Coastal Act. The tasks of this Coastal Commission Grant support the City's efforts to:

- 1) educate the public and solicit feedback on potential implementation measures,
- 2) collaborate with Coastal Commission Staff on refinement of the LUP,
- 3) refine the Implementation Plan to further incorporate recently completed studies, and
- 4) achieve LCP certification and assume Coastal Development Permit (CDP) authority.

**EXHIBIT B1****B. TASKS**

**Task 1. Coordinate with Coastal Commission Staff** – The City of Hermosa Beach has found significant value in meeting with Coastal Commission South Coast District Staff on a regular basis. The City of Hermosa Beach will continue the practice of meeting with Commission Staff on a bi-monthly or quarterly basis, or more frequently if necessary, over the course of the project to discuss approach to technical studies, review draft work products, and collaborate to identify potential solutions to meet the intent of the Coastal Act. The City of Hermosa Beach anticipates that meetings with Coastal Commission staff will occur as follows:

- Task 1.1 Community Engagement Meeting (1)
- Task 1.2 Draft LUP Meeting (monthly or as needed based on Task 3)
- Task 1.3 Draft IP Meetings (monthly or as needed based on Task 4.2)
- Task 1.4 Public Hearing Meeting (1)
- Task 1.5 Submissions Meetings (1)

***Deliverables:*** *Agendas and/or notes and/or Commission staff concurrence with monthly or as needed meetings with Coastal Commission Staff*

**Task 2. Engage the Community in the Draft Plan** - Public education regarding the scenarios and potential solutions for sea level rise, affordable accommodations, and efficient parking strategies will be improved and expanded upon based on feedback from the community engagement process. The proposed outreach activities will provide opportunities for the community to provide input on preferred strategies and offer innovative educational tools to immerse participants in sea level rise scenarios.

- **Task 2.1 Educational series** - Community outreach activities will start with a multi-part educational series that highlights the relevant components of the California Coastal Act, the process and benefits of Hermosa Beach achieving certification of the LCP, and the results of the technical studies recently completed related to sea level rise. This educational series will provide the public with a basic foundation of the concepts and process that will be enhanced with opportunities to provide input on potential implementation measures. To increase community participation in the educational series, the presentations may be held in conjunction with other city events or activities and the City will make efforts to record the presentations and make them available online for the community.
- **Task 2.2 Community engagement event on IP** - Once the public draft IP is released to the community for review and input, the City will host a workshop and/or walking tour to present proposed strategies and solicit input from the community. The materials from this phase of outreach will also be translated into online content, allowing for expanded participation and feedback.
- **Task 2.3 Education/Visualization tools** - The final component of community engagement and education will be the creation and installation of visualization kiosks at high activity areas in Hermosa Beach. The kiosks will include the

## EXHIBIT B1

visualization of sea level rise scenarios in a format that immerses community members into the flood hazard risks of the surrounding area and presents a range of potential solutions. The kiosk will guide participants through the steps, gather feedback on the potential solutions, and allow users to rate their level of concern regarding the future impacts of sea level rise. The results of all outreach activities will be summarized and presented to the City's Planning Commission, City Council, and Coastal Commission for consideration in the study sessions and adoption proceedings related to the IP.

***Deliverables:*** *City will provide agendas, materials, presentations, and summaries from each event; City will provide all data and information collected from the educational kiosks*

**Task 3. Technical studies.** To support refinements to the draft IP and/or LUP, the City will integrate the results from recently completed or ongoing studies (infrastructure vulnerability, shoreline change modeling) and conduct additional analysis related to visitor accommodations, sea level rise, and efficient parking management. This additional analysis will also be utilized in the community engagement events to facilitate input and feedback.

- **Task 3.1 Sea Level Rise** – The City's study of infrastructure vulnerable to sea level rise completed in March 2016, along with the USC Sea Grant Team's updated flood extent and shoreline position scenarios from the Coastal Storm Modeling System (CoSMoS) provided in February 2016 and results of field surveys conducted in March 2016 to measure and model beach widths along the Santa Monica Bay, will be utilized in this task to create more detailed mechanisms to model, monitor, and mitigate the adverse effects of sea level rise and climate change consistent with the Coastal Commission's 2015 Sea Level Rise Policy Guidance and the recommended climate change preparedness actions and principles in the *Safeguarding California Plan for Reducing Climate Risk*, and ensure coastal projects and CDP applicants have the tools and guidance necessary to address the effects of sea level rise. This task will involve revising the Sea Level Rise Issue Paper prepared by the City of Hermosa Beach under the Round 1 LCP grant to incorporate the new modeling and incorporate additional information related to: the Strand Wall permit history; vulnerability of the sandy beach, including expected changes to beach width over time caused by various sea level rise scenarios; sediment management options; and the effectiveness of those sediment management options under various sea level rise scenarios. The City will coordinate with other jurisdictions and entities working on sea level rise in the region to the extent feasible, and shall coordinate with Coastal Commission staff during the scoping and review stages of this subtask.
- **Task 3.2 Parking Management** - On the topic of parking management, the City will combine the previously completed parking utilization study, with proposed parking strategies from the Downtown Core Revitalization Strategy, the City Facilities Master Plan currently underway, and the effect of parking



**EXHIBIT B1**

policies and multimodal enhancements proposed under PLAN Hermosa (or as refined during the future development and adoption of PLAN Hermosa) to evaluate future parking availability and demand. This will include a review of the City's current parking standards for various uses, identify peak use times, including for beaches and other public recreational areas, and survey businesses and LA County Lifeguard office to determine existing parking availability and demand. This study will form the basis to establish or revise parking standards within the Coastal Zone that balance coastal access while efficiently utilizing the City's limited land resources. The results of this study will be summarized in a technical memo and include recommended parking standards and/or fee rates for various uses within the Coastal Zone and specifically the Downtown Core. The City will coordinate with Coastal Commission staff during the scoping and review stages of this subtask.

- **Task 3.3 Affordable Accommodations** - To better facilitate the provision of affordable accommodations, the City will build upon previously completed analysis of the existing inventory to identify specific projects and strategies to preserve existing affordable accommodations and to support or enhance the provision of affordable accommodations and calculate the appropriate rate for in-lieu fees in the event on-site lower-cost accommodations cannot be provided with future hotel projects or in conjunction with the loss of existing inventory. The City will coordinate with Coastal Commission staff during the scoping and review stages of this subtask. At a minimum, the Affordable Accommodations subtask will include:
  - Inventory of Overnight Accommodations
    - Update the inventory of existing visitor serving overnight accommodations within the City (within and near the Coastal Zone) to include hotels (including independent and/or family run hotels), hostels and/or campgrounds, and short term vacation rentals.
    - Develop an up-to-date inventory of regional lower cost overnight accommodations that are outside the City's jurisdiction, but likely serve City visitors, including campgrounds, tent cabins, hostels, and lower cost hotels/motels.
    - The inventory will include occupancy rates and average daily room rates for all overnight accommodations if available, or for a representative sample of the accommodations.
  - Report on Overnight Accommodations,
    - Determine a locally and/or regionally appropriate definition of lower, moderate, and higher cost overnight accommodations.
    - Evaluate whether existing overnight accommodations are lower, moderate or higher cost accommodations.

**EXHIBIT B1**

- Evaluate opportunities for new or expanded lower cost overnight accommodations that could serve City visitors (such facilities could be inside or outside the City boundary).
- Evaluate policy options that would facilitate preservation and development of such lower cost overnight accommodations. This evaluation effort will also include review of financing opportunities such as business improvement funds, tax incentives, TOT revenues or others to assist with maintenance and improvements to existing lower cost facilities, to reduce development pressure to demolish and rebuild such facilities.

***Deliverables:*** *Revised Sea Level Rise Issue Paper; Technical memo on Parking Recommendations; Revised technical memo on Affordable Accommodations and in-lieu fee rate*

**Task 4. Draft LUP (finalization of IP standard of review)** – In order to provide a standard of review for the Draft IP and streamline Task 4, City and Coastal Commission staff will complete the ongoing iterative review of the LUP document. The results of the Task 3 technical studies shall inform the development of the LUP, as appropriate.

- **Task 4.1 Coastal Commission staff line edits** (*deliver sections of edits as they become available*). Following City Council action on PLAN Hermosa, City Staff will work with Coastal Commission staff to identify necessary line edits to the LUP to meet the intent of the Coastal Act and provide sufficient detail to serve as the standard of review for the IP. This coordination includes meetings between City and Commission staffs as necessary.
- **Task 4.2 City incorporates line edits.** Following the events described in Task 4.1, the City will consider Coastal Commission staff line edits and revise the document as necessary to address the identified issues. City staff will also incorporate the results of the technical studies (Task 3) as appropriate. This coordination includes meetings between City and Commission staffs as necessary.
- **Task 4.3 Coastal Commission staff reviews revised LUP.** City Staff will provide Coastal Commission staff with an opportunity to review the revised LUP with line edits and any new policies based on technical studies incorporated into the document prior to finalizing for consideration by the City Council and any appropriate commissions (Task 4.4)
- **Task 4.4 City presents LUP (as amended) to City decision-makers for consideration.** City Staff will present any revisions to the LUP to the appropriate commissions and City Council for consideration and finalization of the LUP for formal submission to the Coastal Commission.

***Deliverables:*** *Draft LUP with Coastal Staff line edits incorporated as appropriate.*

**EXHIBIT B1**

**Task 5. Refine the Draft Implementation Plan** – The incorporation of specific technical studies will strengthen the policies and standards established and refined in the Draft IP. The City anticipates preparing two drafts of the IP during this task of the project – one to solicit public input and review from the community, Planning Commission and City Council and a second draft to incorporate public comments and input prior to presenting the IP to the City Council for adoption. Additionally, as part of the Draft IP refinement, the City may initiate a targeted amendment to the LUP to address Sea Level Rise if warranted by the findings of the technical analyses as determined by the Coastal Commission's Grant Coordinator.

- **Task 5.1 Develop Public Review Draft IP** - The City will incorporate input from Coastal Commission Staff, the community engagement events, and results of the additional technical analysis to create the Public Review Draft IP. This subtask includes public review. The City will notify the community of the draft and provide multiple platforms for the community to provide input on the Draft IP.

During the development of the document, City staff will engage in iterative review with Coastal Commission staff, following the approximate order as follows (topics subject to change order, may overlap, and includes collaborative review by Coastal Staff of different topics – approximately 1 month for City Staff to prepare each section, 1 month for Coastal Staff review, and 1 month for City and Coastal Staff refine/modify each section):

- Public Access, Recreation and Visitor Serving Facilities
- Water Quality Protection, Environmentally Sensitive Habitats and Natural Resources
- Scenic and Visual Resources
- Parking Standards, Affordable Accommodations
- Coastal Hazards, Sea Level Rise, Shoreline Erosion
- Local CDP Requirements/Procedures
- **Task 5.2 Revise Draft LUP for Sea Level Rise, Parking, and Affordable Accommodations (if deemed necessary by the Commission's Grant Manager)** - As part of the Draft IP refinement, the City will initiate a targeted amendment to the LUP to address Sea Level Rise, Parking, and Affordable Accommodations if warranted by the findings of the technical analyses and if the results cannot be incorporated into the LUP during Task 2 (as determined by the Coastal Commission's Grant Manager), refinements to the IP, or by other technical analyses available to the City, including the Assessment of Infrastructure Vulnerability to Sea Level Rise.
- **Task 5.3 Local Hearing Draft IP** - The City will utilize community input and initial direction from the Planning Commission and City Council on the Public Review Draft IP to create a Hearing Draft IP to present to the Planning Commission and City Council for adoption.

**Deliverables:** Targeted LUPA (if necessary); City will provide each section of the draft IP (by topic) as well as a Public Review and Hearing Draft version of the IP.

**EXHIBIT B1**

**Task 6. Conduct Local Public Hearings** - Given that each City commission plays a critical role to enhancing access to the coast, the City will conduct a joint study session with the City's Commissions – Planning, Parks and Recreation, Public Works, and Emergency Preparedness – to introduce the draft LCP and kickoff community review of the document. A study session with the City Council will also be conducted shortly thereafter prior to revising the draft LCP and conducting public hearings and adoption proceedings on the final LCP.

- **Task 6.1** - The City will conduct at least one study session with the Planning Commission (and other commissions if relevant) to provide an overview and collect initial direction on the Draft LCP.
- **Task 6.2** - The City will conduct at least one study session with the City Council (and other commissions if relevant) to provide an overview and collect initial direction on the Draft LCP.
- **Task 6.3** - Upon completion of the public review period, the City will present the Hearing Draft LCP to the Planning Commission to provide a recommendation to the City Council.
- **Task 6.4** - Following Planning Commission recommendation on the Hearing Draft LCP, the City Council will conduct a public hearing and consider conditionally adopting the LCP and providing direction to staff to submit the LCP to the Coastal Commission.

***Deliverables:*** City will provide agendas, materials, presentations, and summaries for each meeting.

**Task 7. Submit LCP to Coastal Commission** - Upon adoption by the Hermosa Beach City Council, City staff will prepare and submit the necessary materials to the Coastal Commission to review and consider certification of the Hermosa Beach LCP (LUP and IP). The adopted LUP will be submitted for certification at the same time as the IP. Should the Coastal Commission provide suggested changes to the LCP prior to certification in order to resolve remaining outstanding issues, Hermosa Beach will continue coordinating with Commission staff by reviewing and considering all proposed changes, and providing suggested revisions as necessary. The purpose of this coordination shall be for the Commission and City staff to discuss potential areas of disagreement and, to the extent feasible, develop consensus and collaboratively develop modifications that may either be: (1) incorporated by the City into their submittal (pursuant to an amendment, if necessary, to the City's action to adopt the LUP and/or IP) or (2) used to develop the suggested modifications by Commission staff for certification of the LUP and IP by the Commission.

- **Task 7.1** - Following adoption of the LCP by City Council, the City will incorporate any revisions and submit materials to the Coastal Commission for consideration.
- **Task 7.2 (Outside grant term)** - The City will prepare for and participate in Coastal Commission meetings in which the City's IP is being considered.

**EXHIBIT B1**

- **Task 7.3 (Outside grant term)** - Should the Coastal Commission identify modifications to the IP, the City will review, and present proposed changes to the City Council for consideration.
- **Task 7.4 (Outside grant term)** - Should modifications be proposed by the Coastal Commission, the City will participate in any subsequent hearings in which the IP is being re-considered.

***Deliverables:*** - City will submit LCP for consideration by Coastal Commission

**Task 8. Prepare Post-Certification Materials (Outside grant term)** – Post-certification, the City will initiate training with staff and prepare materials to assume the responsibility of issuing Coastal Development Permits (CDPs) in accordance with the LCP and the Coastal Act. The City will prepare an application checklist and educational brochures to facilitate the application for and issuance of CDPs. This task includes City coordination with the Coastal Commission GIS/Mapping Unit to provide data to support the development of post-certification maps (map development will be led by the Coastal Commission). The City will prepare and adopt appropriate application fees to recover costs associated with reviewing and issuing CDP's. Proper training and materials will contribute to a streamlined transition to local permit issuance, reducing the potential for complaints and appeals to the Coastal Commission.

- **Task 8.1** - Upon certification of the LCP, the City will coordinate with the Coastal Commission's Mapping/GIS Program Staff to provide necessary data for the Post Certification Map to be prepared by Coastal Commission Staff.
- **Task 8.2** - Upon certification of the LCP, the City will prepare the necessary checklists, brochures, and application materials to support the issuance of Coastal Development Permits locally.
- **Task 8.3** - To facilitate the successful transition of CDP authority, the City will conduct a training session with City staff from multiple departments on the permit process. This training will ensure those working on projects, events, or private development projects within the Coastal Zone are familiar with the new procedures.

**SCHEDULE**

\*A "Begin date" of "12/1/16" is either 12/1/16 or the Grant Execution Date, whichever is later.

<b>Task 1. Coordinate with Coastal Commission Staff</b>	<b>5/1/2017</b>	<b>12/30/2019</b>
1.1 Community Engagement Meeting (1)	5/1/2017	9/30/2017
1.2 Draft LUP Meetings (monthly or as needed based on Task 3)	5/1/2017	12/31/2017
1.3 Draft IP Meetings (monthly or as needed based on Task 4.)	1/1/2018	12/31/2018
1.4 Public Hearing Meeting (1)	1/1/2019	9/30/2019
1.5 Submissions Meetings (1)	10/1/2019	12/30/2019
<b><i>Outcome/Deliverables:</i></b>		

**EXHIBIT B1**

<i>- Agendas and/or notes and/or Commission staff concurrence with monthly or as needed meetings with Coastal Commission Staff</i>		
<b>Task 2. Engage the Community in the Draft Plan</b>	<b>1/1/2017</b>	<b>11/31/2018</b>
2.1 Educational Series	5/1/2017	6/30/2018
2.2 Community Engagement Event on IP	9/1/2018	11/31/2018
2.3 Educational/Visualization Tools	5/1/2017	6/30/2018
<i>Outcome/Deliverables:</i>		
<i>- City will provide agendas, materials, presentations, and summaries from each event</i>		
<i>- City will provide all data and information collected from the educational kiosks</i>		
<b>Task 3. Technical studies</b>	<b>5/1/17*</b>	<b>6/30/18</b>
Technical Studies	5/1/2017*	6/30/2018
• 3.1. Sea Level Rise	• 5/1/17*	• 6/30/2018
• 3.2. Parking Management	• 5/1/17*	• 6/30/2018
• 3.3. Affordable Accommodations	• 5/1/17*	• 6/30/2018
<i>(For each study, coordinate with CCC near “begin date,” and provide draft deliverables for CCC review within 2 months of “end” date. CCC staff will provide comments within 1 months of “end” date for incorporation into the final deliverable.)</i>		
<i>Outcome/Deliverables:</i>		
<i>- Revised Sea Level Rise Issue Paper</i>		
<i>- Technical memo on Parking Recommendations</i>		
<i>- Revised technical memo on Affordable Accommodations and in-lieu fee rate</i>		
<b>Task 4. Draft LUP (finalization of IP standard of review)</b>	<b>5/1/2017</b>	<b>3/31/18</b>
4.1 Coastal Commission staff line edits ( <i>deliver sections of edits as they become available</i> )	5/1/2017	12/31/17
4.2 City incorporates lines edits and incorporates new policies as needed based on technical studies (Task 3)	5/1/2017	12/31/17
4.3 Coastal Commission staff reviews revised LUP, including new policies based on technical studies	11/1/17	12/31/17
4.4 City presents LUP (as amended) to City decision-makers for consideration.	1/1/18	3/31/18
<i>Outcome/Deliverables:</i>		
<i>- Finalize Draft LUP with Coastal Commission line edits incorporated as appropriate.</i>		
<b>Task 5. Refine the Draft Implementation Plan</b>	<b>12/1/2017*</b>	<b>6/30/2019</b>
5.1 Develop Public Review Draft IP	12/1/2017	3/31/2019
<i>(topics subject to change order, may overlap, and includes collaborative review by Coastal Staff of different topics – approximately 1 month for City Staff to prepare each section, 1 month for Coastal Staff review, and 1 month for City and Coastal Staff refine/modify each section, as follows:)</i>		
• Public Access, Recreation + Visitor Serving Facilities	• 12/1/17	• 3/31/19
• Water Quality Protection, Environmentally Sensitive Habitats and Natural Resources	• 3/1/18	• 5/31/17
• Scenic and Visual Resources	• 4/1/17	• 6/30/18
• Parking Standards, Affordable Accommodations	• 7/1/18	• 6/30/18

**EXHIBIT B1**

<ul style="list-style-type: none"> <li>Coastal Hazards, Sea Level Rise, Shoreline Erosion</li> <li>Local CDP Requirements/Procedures</li> <li>Conduct public review</li> </ul>	<ul style="list-style-type: none"> <li>9/1/18</li> <li>11/1/18</li> <li>1/30/19</li> </ul>	<ul style="list-style-type: none"> <li>11/30/18</li> <li>1/30/19</li> <li>3/31/19</li> </ul>
5.2 Revise Draft LUP for Sea Level Rise, Parking, and Affordable Accommodations ( <i>if deemed necessary by the Commission's Grant Manager</i> )	6/30/2018	9/31/2018
5.3 Prepare Local Hearing Draft IP	4/1/2019	6/30/2019
<i>Outcome/Deliverables:</i>		
<ul style="list-style-type: none"> <li>-Target LUPA (<i>if necessary</i>)</li> <li>- Section by section submission of the Draft IP for iterative review</li> <li>- Public Review and Hearing Draft version of the IP</li> </ul>		
<b>Task 6. Conduct Local Public Hearings on LCP</b>	<b>7/1/2019</b>	<b>9/30/2019</b>
6.1 Planning Commission Study Session(s) (overview and initial direction of LCP)	7/1/2019	8/31/2019
6.2 City Council Study Session(s) (overview and initial direction of LCP)	7/1/2019	8/31/2019
6.3 Planning Commission Public Hearing(s) (Hearing Draft LCP)	8/1/2019	9/30/2019
6.4 City Council Adoption Hearing(s)	8/1/2019	9/30/2019
<i>Outcome/Deliverables:</i>		
- Agendas, materials, presentations, and summaries for each meeting.		
<b>Task 7. Submit LCP to Coastal Commission</b>	<b>10/1/2019</b>	<b>12/30/2019</b>
7.1 Prepare and Submit Adopted IP (Adopted LUP should be submitted at same time as IP)	10/1/2019	12/30/2019
<i>Outcome/Deliverables:</i>		
- Submittal of IP for consideration by Coastal Commission		
<b>Outside grant term:</b>		
7.2 Coastal Commission Hearing(s)		
7.3 Incorporate Suggested Modifications		
7.4 Coastal Commission Hearing(s)		
<b>Task 8. Prepare Post-Certification Materials (Outside grant term)</b>		
8.1 Post-Certification Map		
8.2 Local CDP Application + Educational Materials		
8.3 Staff CDP Training		

**C. BENCHMARK SCHEDULE**

ACTIVITY	COMPLETION DATE
Draft LUP (Task 4)	3/31/2018
Complete Issue-Specific Technical Studies (Task 3)	6/30/2018
Refine Draft IP by Topic with Coastal Commission Staff (Task 5)	6/30/2019
Conduct Local Public Hearings (Task 6)	9/30/2019
Submit Package to Coastal Commission (Task 7)	12/30/2019

**EXHIBIT B1****D. BUDGET**

	<b>CCC Grant Total</b>	<b>In-Kind Funding</b>	<b>Total</b>
<b><u>LABOR COSTS</u><sup>[1]</sup></b>			
<b>City Staff Labor</b>			
Task 1. Coordinate with Coastal Commission Staff	\$13,563	\$2,280	<b>\$15,843</b>
Task 2. Engage the Community in the Draft Implementation Plan Strategies	\$20,695	\$4,615	<b>\$25,310</b>
Task 3. Technical Studies	\$12,892	\$10,739	<b>\$23,631</b>
Task 4. Draft LUP (IP Standard of Review)	\$10,323	\$5,806	<b>\$16,129</b>
Task 5. Refine the Draft Implementation Plan	\$12,434	\$6,840	<b>\$19,274</b>
Task 6. Conduct Local Public Hearings	\$7,572	\$4,677	<b>\$12,249</b>
Task 7. Submit Package to Coastal Commission	\$5,917	\$1,952	<b>\$7,869</b>
Task 8. Prepare Post-Certification Materials	\$0	\$0	<b>\$0</b>
<b>Total Labor Costs</b>	<b>\$83,396</b>	<b>\$36,909</b>	<b>\$120,305</b>
<b>DIRECT COSTS</b>			
<b>City Staff Project Supplies</b>			
Supplies (document printing, workshop supplies)	\$2,003		\$2,003
Visualization Kiosk Equipment		\$24,000	\$24,000
<b>Total</b>	<b>\$2,003</b>	<b>\$24,000</b>	<b>\$26,003</b>
<b><u>City Staff Travel In State</u><sup>[2]</sup></b>			
Mileage	\$500		\$500
<b>Total</b>	<b>\$500</b>		<b>\$500</b>
<b><u>Consultants</u><sup>[3]</sup></b>			
<b>Consultant A</b>			
Task 1. Coordinate with Coastal Commission Staff	\$6,691		\$6,691
Task 2. Engage the Community in the Draft Implementation Plan Strategies	\$8,738		\$8,738
Task 3. Technical Studies	\$27,718		\$27,718
Task 4. Draft LUP (IP Standard of Review)	\$0		\$0
Task 5. Refine the Draft Implementation Plan	\$2,021		\$2,021
Task 6. Conduct Local Public Hearings	\$4,607		\$4,607
Task 7. Submit Package to Coastal Commission	\$0		\$0
Task 8. Prepare Post-Certification Materials	\$0		\$0
Surveys, Meeting Supplies, Travel, Printing	\$225		\$225
<b>Total</b>	<b>\$50,000</b>		<b>\$50,000</b>
<b>Total Direct Costs</b>	<b>\$52,503</b>	<b>\$24,000</b>	<b>\$76,503</b>
<b><u>OVERHEAD/INDIRECT COSTS</u><sup>[4]</sup></b>			
<b>Total City Staff Overhead/Indirect Costs</b>	<b>\$0</b>		<b>\$0</b>
<b>TOTAL PROJECT COST</b>	<b>\$135,899</b>	<b>\$60,909</b>	<b>\$196,808</b>

[1] Amount requested should include total for salary and benefits.

[2] Travel reimbursement rates are the same as similarly situated state employees.

[3] All consultants must be selected pursuant to a bidding and procurement process that complies with all applicable laws.

[4] Indirect costs include, for example, a pro rata share of rent, utilities, and salaries for certain positions indirectly supporting the proposed project but not directly staffing it. Amount requested for indirect costs should be capped at 10% of amount requested for "Total Labor."



**EXHIBIT C**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Request for Funds**

- A. For services satisfactorily rendered during the term of this Agreement and upon receipt and approval of the Request for Funds Form described below (also referred to as the "RFF Form"), the Commission agrees to reimburse Grantee for actual expenditures incurred in accordance with the rates specified herein or attached hereto.
- B. Grantee shall submit each RFF form, in triplicate, no more frequently than monthly (except as requested by the Commission) but no less frequently than quarterly (assuming activity occurred within that quarter). RFF forms shall be submitted in arrears to:

California Coastal Commission  
Attn: Daniel Nathan, Statewide Planning Division  
45 Fremont Street, Suite 2000  
San Francisco, CA 94105-2219

- C. Each RFF form shall contain the following information:
1. Grantee's name and address as shown in this Agreement.
  2. Date of the RFF form.
  3. Time period covered by the RFF form during which work was actually done.
  4. Agreement number as shown on this Agreement.
  5. Original signature of the Grantee, specifically the Project Representative, as identified in Exhibit B.
  6. Itemized costs by tasks and source of funds as listed in the scope of work for the billing period in the same or greater level of detail as indicated in the Project Budget (see Exhibit B1), with supporting documentation. Only those costs and/or cost categories expressly identified in this Agreement may be reimbursed.
  7. Remaining balance listed by task number from the Scope of Work (see Exhibit B1) including the cumulative expenditures to date, the expenditures during the reporting period, and the unexpended balance of funds under this Agreement.
- D. Attached to the RFF form, the Grantee shall submit a supporting progress report summarizing the work that was completed during the invoice period and the current status of the work for which disbursement is sought, including work by any consultant, and comparing it to the status required by the Scope of Work (budget, timeline, tasks, etc.).
- E. Notwithstanding the foregoing, the Grant Manager of the Commission may request and the Grantee shall provide receipts or other source documents for any other direct expenditure or cost as described in the RFF form, as and when necessary to resolve any issue concerning reimbursement.

### **EXHIBIT C**

- F. The Grantee's failure to fully execute and submit a RFF form, including attachment of supporting documents, may relieve the Commission of its obligation to disburse funds to the Grantee unless and until the Grantee corrects all deficiencies.
- G. Any RFF form that is submitted without the required itemization and documentation will be considered "disputed" and will not be authorized. If the RFF form package is incomplete, inadequate or inaccurate, the Commission will inform the Grantee via phone and also with an Invoice Dispute Notification (STD. 209) and will withhold payment until all required information is received or corrected. Any penalties imposed on the Grantee by a consultant, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.
- H. Grant Funds in this award have a limited period in which they must be expended. Grantee expenditures funded by the Commission must occur within the term of the Grant Agreement and before the Termination Date.
- I. Grantee must report to the Commission in the Project Budget all sources of other funds for the Project, including Matching Funds identified in the Grant Application.
- J. The Grantee shall expend Grant Funds in the manner described in the Work Program approved by the State. Expenditure on items contained in the approved Project Budget may vary by as much as ten percent with prior approval by the Commission Grant Manager, provided the grantee submits a revised Project Budget for the purpose of amending the Project Budget. In any event, the total amount of the Grant Funds may not be increased, except by written amendment to this agreement and only if approved by the Commission.

## **2. Budget Contingency Clause**

- A. It is mutually agreed that if the final Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the Local Coastal Program Local Assistance Grant Program this Agreement shall be of no further force and effect, and the Commission shall have no liability to pay any funds whatsoever to Grantee or to furnish any other consideration under this Agreement and Grantee shall not be obligated to continue performance under the provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Local Coastal Program Local Assistance Grant Program the Commission shall have the option at its sole discretion to either cancel this Agreement with no liability accruing to the Commission or enter into an agreement amendment with Grantee to reflect the reduced amount.

## EXHIBIT D

### **GENERAL TERMS AND CONDITIONS**

1. APPROVAL: This Agreement is of no force or effect until signed by both parties. Grantee may not commence performance until such approval has been obtained.
2. ASSIGNMENT: This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the Commission in the form of a formal written amendment.
3. INDEMNIFICATION: Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all consultants, subconsultants, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.
4. DISPUTES: Grantee shall continue with the responsibilities under this Agreement during any dispute.
5. INDEPENDENT CONTRACTOR: 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.
6. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Grantee and its consultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Grantee and consultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and consultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its consultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

**EXHIBIT D**

7. CERTIFICATION CLAUSES: The GRANTEE CERTIFICATION CLAUSES contained in the document GCC-1015 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
8. TIMELINESS: Time is of the essence in this Agreement.
9. COMPENSATION: The consideration to be paid Grantee, as provided herein, shall be in compensation for all of Grantee's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
10. GOVERNING LAW: This agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
11. ANTITRUST CLAIMS: The Grantee by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Grantee shall comply with the requirements of the Government Codes Sections set out below.
  - a. The Government Code Chapter on Antitrust claims contains the following definitions:
    - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
    - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
  - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
  - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

**EXHIBIT D**

- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

12. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:

- a. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

13. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

14. PRIORITY HIRING CONSIDERATIONS: If this Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

15. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Agreement Grantee made a commitment to achieve small business participation, then Grantee must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Agreement Grantee made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Grantee must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) certify in a report to the awarding department: (1) the total amount the prime Grantee received under the Agreement; (2) the name and address of the DVBE(s) that participated in the performance of the Agreement; (3) the amount each DVBE received from the prime Grantee; (4) that all payments under the Agreement have been made

**EXHIBIT D**

to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

16. LOSS LEADER:

If this agreement involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

## EXHIBIT E

### **SPECIAL TERMS AND CONDITIONS**

#### **1. ACKNOWLEDGEMENT**

In order to acknowledge the Commission's and the Conservancy's support of the project, the Commission's and the Conservancy's name and logo shall be included in a prominent location in all published materials and final reports related to the LCP Grant Project, including, but not limited to, Grantee reports or website postings about the grant program, vulnerability assessments, adaptation plans, land use plans and implementation plans. Less formal materials, such as stakeholder participation rosters and outreach agendas, do not need to include acknowledgment of Commission or Conservancy support. The Grantee shall state the Commission's and the Conservancy's support in its project-related press releases, contacts with the media, and social media postings, and on its website. The Grantee shall include in any agreement with any consultant or subconsultant under the LCP Grant Program terms that preserve the rights, interests, and obligations created by this section, and that identify the Commission and the Conservancy as third-party beneficiaries of those provisions. The Commission and the Conservancy shall have the right to republish any material generated as a result of this Agreement.

#### **2. PROJECT EXECUTION**

- A. Grantee shall complete the Project before the Termination Date.
- B. Subject to the availability of funds, the Commission hereby grants to the Grantee the sum \$135,899 (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of the Project in this Agreement and its attachments and under the terms and conditions set forth in this Agreement.
- C. Prior to the commencement of any Project work, Grantee agrees to submit in writing to the Commission for prior approval any deviation from the original Scope of Work pursuant to Exhibit B1. Changes in the Scope of Work must continue to ensure timely and effective completion of a new or updated Local Coastal Program for certification by the Commission. Any modification or alteration in the Scope of Work on file with the Commission must be submitted to the Commission for approval. Changes to the Scope of Work shall require an amendment to this Agreement (see "Amendments" below).
- D. Grantee shall furnish any and all additional funds that may be necessary to complete the Project.
- E. Grantee shall ensure that Project work excludes any and all Project work that was funded through previously awarded grants or the matching funds identified through previously awarded grants so as to ensure that current grant funding is not duplicative of previous grant funding. Such grants include, but are not limited to, LCP Grants previously awarded by the Coastal Commission, grants awarded by the Ocean Protection Council, and grants awarded by the Conservancy.
- F. Grantee shall complete the Project and the invoicing and reporting requirements before the Termination Date unless an extension has been granted by the Commission in writing. Extensions may be requested in writing prior to the Termination Date and will be considered by the Commission at its sole discretion.

## EXHIBIT E

- G. Grantee certifies that the Work Program does and will continue to comply with all current laws and regulations which apply to the Project, including, but not limited to, California Coastal Act, health and safety codes, and disabled access laws.
- H. Commission staff will be available to support the development of the Project through regular coordination and assistance. Commission staff support includes regular coordination meetings, timely review of deliverables, and participation in stakeholder advisory groups, as feasible, to ensure timely and successful completion of the Project.

### 3. POTENTIAL CONSULTANTS

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Commission and any consultants, and no contract shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible for the acts and omissions of its consultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its consultants is an independent obligation from the Commission's obligation to make payments to the Grantee. As a result, the Commission shall have no obligation to pay or to enforce the payments of any moneys to any consultants.

The Grantee agrees to include in any agreement with any consultant and/or subconsultant under the LCP Grant Project terms that preserve the rights, interests, and obligations for the benefit of the Commission and the Conservancy within Exhibit D ("General Terms and Conditions") and Exhibit E ("Special Terms and Conditions") of this Grant Agreement.

If all or any part of the Project to be funded under this Agreement will be performed by third parties under contract with the Grantee, then the Grantee should, prior to executing an agreement for services, seek the approval of the Grant Manager on the selection of the third party.

Grantees seeking consultants to perform grant-related tasks and services shall select all consultants pursuant to a bidding and procurement process that complies with all applicable laws.

### 4. TRAVEL REIMBURSEMENT

The Commission will reimburse travel and related expenses at actual costs not to exceed the State rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations. Grantees may seek reimbursement for any travel expenses that are in excess of these state rates, but only if the Grantee has received *prior* written approval of the Commission's Chief Deputy Director or his/her designee permitting the expenses in excess of state rates on the basis that state rates were not reasonably available. Reimbursement for the cost of operating a private vehicle shall not, under any circumstance, exceed the current rate specified by the State of California for unrepresented state employees as of the date the cost is incurred. Receipts will be required for all travel related reimbursements. All travel costs are inclusive within the budgeted amount referenced in this Agreement.



## **EXHIBIT E**

### **5. PROPERTY PURCHASED**

The Grantee agrees to continue using property purchased under this Agreement for the purposes outlined in this Agreement or similar activities until it is fully consumed (i.e. is either fully distributed, damaged, worn-out, or becomes obsolete).

### **6. SETTLEMENT OF DISPUTES**

If the Grantee believes that there is a dispute or grievance between Grantee and the Commission arising out of or relating to this Agreement, the Grantee shall first discuss and attempt to resolve the issue with the Commission's Grant Manager. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:

If the issue cannot be resolved directly with the Grant Manager, the Grantee shall submit, in writing, a grievance report together with any evidence to the Chief Deputy Director of the Commission. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Grantee's position and the remedy sought. Within ten (10) days after receipt of the grievance report, the Chief Deputy Director, or its designee, shall meet in person or via phone with the Grantee and the Grant Manager for purposes of resolving the dispute. The decision of the Chief Deputy Director following such a meeting shall be final.

### **7. TERMINATION**

Except as otherwise set forth in this Agreement, this Agreement may be terminated or suspended (a) by the Commission for any reason upon thirty (30) days prior written notice to the Grantee, (b) by Grantee for any reason upon thirty (30) days prior written notice to the Commission subject to the approval of the Commission in its sole discretion, and (c) immediately upon written notice by either party "for cause". The term "for cause" shall mean that either the Grantee or the Commission fails to meet any material terms, conditions, and/or responsibilities of the Agreement.

In the event of a termination or suspension, the Grantee shall immediately stop work and take all reasonable measures to prevent further costs requiring reimbursement by the Commission. The Commission shall then only be responsible for any reasonable and non-terminable obligations incurred by the Grantee in the performance of this Agreement prior to the date of the notice to terminate or suspend, but not to exceed the balance of the total funds which remains unencumbered under this Agreement at the time of termination.

In the event of such termination or suspension, the Commission may proceed with the work in any manner deemed proper by the Commission. All costs to the Commission shall be deducted from any sum due the Grantee under this Agreement and the balance, if any, shall be paid to the Grantee upon request consistent with the terms of this Agreement.

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

## **EXHIBIT E**

The Grantee expressly agrees to waive, release and relinquish the recovery of any consequential damages that may arise out of the termination or suspension of this Agreement.

The Grantee shall include in any agreement with any consultant retained for work under this Agreement a provision that entitles the Grantee to immediately suspend or terminate the agreement with the consultant for any reason on written notice.

If the Grantee fails to complete the Project in accordance with this Agreement, 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 Commission of all amounts disbursed by the Commission under this Agreement, plus accrued interest (rate as set forth by the current Pooled Money Investment Account) and any further costs related to the Project. The Commission may, at its sole and absolute discretion, consider extenuating circumstances with regard to Grantee's repayment obligations hereunder. This paragraph shall not be deemed to waive or limit any remedies available to the Commission for breach of this Agreement.

Notwithstanding the foregoing, Grantee acknowledges (and waives any defense based on a claim) that monetary damages may not be an adequate remedy to redress a breach by Grantee hereunder and that a breach by Grantee hereunder may cause irreparable harm to the Commission. Accordingly, Grantee agrees that upon a breach of this Agreement by Grantee, the remedies of injunction, declaratory judgment and specific performance shall be available to the Commission.

### **8. WAIVER AND RELEASE**

Grantee hereby waives all claims and recourses against the Commission, including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement, except for claims for reimbursement of costs due under this Agreement, recovery of which shall be limited to the total amount properly incurred hereunder and in no event exceed the total amount of Grant Funds provided for hereunder. Grantee acknowledges that it is solely responsible for its compliance with the terms of this Agreement.

### **9. REIMBURSEMENT**

Complete reimbursement of Task funds under this Agreement will be dependent upon successful completion of the Task deliverable(s) of this Agreement. Grantee agrees that up to 20% of each Task and the total Task Budget hereunder may not be reimbursable until each Task and all final Task deliverables have been completed, delivered by the Grantee to Commission Staff, and accepted by the Commission's Grant Manager.

### **10. AMENDMENTS**

This Agreement may only be amended by mutual agreement in writing between Grantee and the Commission. Any request by the Grantee for an amendment must state the amendment request and reason for the request and shall be submitted in writing, such as

## **EXHIBIT E**

by email or letter. The Grantee shall strive to make requests immediately upon discovering that an amendment may be needed. No oral understanding or agreement not incorporated into the Agreement in writing is binding on the parties.

Except as otherwise provided herein, the Grantee shall expend Grant Funds in the manner described in the Scope of Work approved by the Commission. In any event, the total amount of the Grant Funds may not be increased, except by written amendment to this agreement.

With the exception of adjustments as discussed above, any subsequent changes or additions to the Work Plan approved by the Commission in writing are hereby incorporated by reference to this Agreement as though set forth in full in this Agreement.

### **11. REALLOCATION OF FUNDS**

If Grantee fails to meet the performance criteria and Benchmarks in this Agreement, the Executive Director or his designee may immediately upon written notice cancel this Agreement, and upon Commission approval, re-allocate any unspent funds to one or more of the other approved Grantees that needs additional funding or whose grant was not fully funded.

Should a Grantee not need the full amount of funds awarded by the Commission, they shall notify the Grant Manager as soon as possible so that any remaining allocated but unspent funds may be redistributed, as feasible. In addition, should Grantee fail to enter into an agreement necessary for its performance hereunder in a timely manner, the Executive Director or his designee may, upon Commission approval, reallocate funds to supplement an already awarded grant.

### **12. DIGITAL AND PAPER SUBMITTAL OF LCPS**

Prior to the Executive Director's determination and reporting of certification pursuant to Section 13544 of the California Code of Regulations of a grant-funded LCP project, grantees shall submit LCP documents (text, maps and exhibits) in paper hardcopy as well as an electronic copy in permanent format (such as an Adobe Acrobat .pdf file) and one electronic copy in an editable, useable format (such as in Microsoft Word .doc).

### **13. COASTAL COMMISSION SEA LEVEL RISE GUIDANCE**

Grantees shall use the Commission's [Sea Level Rise Policy Guidance document](#)<sup>5</sup> to inform the development of sea level rise impact assessments, vulnerability assessments, and LCP Land Use Plan and Implementation Plan completion or updates.

### **14. VULNERABILITY ASSESSMENTS**

In addition to the general recommendations contained within the Commission's Sea Level Rise Policy Guidance, and unless otherwise provided in the Scope of Work of this Agreement, Vulnerability Assessments shall include: (1) storm and non-storm scenarios, including maximum daily and annual tidal inundation, (2) assessment of sea level rise vulnerability with and without key development that is currently vulnerable and/or protected by a revetment, such as Highway 1, railroad tracks, and/or a row of residences,

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(3) anticipated changes in beach width under future sea level rise scenarios, (4) evaluation of the feasibility and effectiveness of sediment management and beach nourishment, and (5) evaluation of sea level rise vulnerability of existing and planned segments of the California Coastal Trail. These scenarios and topics should be modelled or quantitatively analyzed where feasible and applicable, or at a minimum thoroughly discussed in a qualitative manner.

### 15. COORDINATION OF SEA LEVEL RISE PLANNING WORK

Sea level rise work completed under the Local Coastal Grant Program shall be coordinated regionally to the extent feasible with other jurisdictions and entities working on sea level rise projects within the same county or broader regional area relevant for sea level rise adaptation, such as the watershed, littoral cell, or area with similar geologic characteristics. Coordination includes early coordination meetings among the different entities, sharing of technical analyses and lessons learned, and consideration of regional adaptation policies.

### 16. SAFEGUARDING CALIFORNIA PLAN ACTIONS AND PRINCIPLES

Grant-funded work shall also be guided by the [Safeguarding California Plan for Reducing Climate Risk](#)'s recommended climate change preparedness actions and principles,<sup>6</sup> as listed below, and as described in the adopted [2014 Ocean Protection Council Resolution](#) to support implementation of the *Safeguarding Plan*.<sup>7</sup> The *Plan* states that projects or programs implemented with state funds should:

- Encourage innovative design of new structures and infrastructure in areas vulnerable to sea level rise, storms and erosion and priority should be given to green or nature-based solutions that use natural processes and habitats to reduce risk from flooding and erosion.
- Reduce risk from climate impacts to the coast and ocean, by implementing the *Safeguarding Plan*'s recommendation to incorporate climate risk considerations into all relevant decision-making, including related to infrastructure, in such a way that it:
  - Encourages iterative approaches;
  - Protects California's most vulnerable populations;
  - Achieves multiple benefits from efforts to reduce climate risks and prioritizes green infrastructure solutions;
  - Integrates climate risk reduction with emissions reductions to the fullest extent possible; and

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<sup>5</sup> California Coastal Commission 2015. Available.

[http://documents.coastal.ca.gov/assets/slr/guidance/August2015/0\\_Full\\_Adopted\\_Sea\\_Level\\_Rise\\_Policy\\_Guidance.pdf](http://documents.coastal.ca.gov/assets/slr/guidance/August2015/0_Full_Adopted_Sea_Level_Rise_Policy_Guidance.pdf). Accessed 30 August 2016

<sup>6</sup> California Natural Resources Agency 2014. Available.

[http://resources.ca.gov/docs/climate/Final\\_Safeguarding\\_CA\\_Plan\\_July\\_31\\_2014.pdf](http://resources.ca.gov/docs/climate/Final_Safeguarding_CA_Plan_July_31_2014.pdf). Accessed 19 September 2014.

<sup>7</sup> Ocean Protection Council 2014. Available:

[http://www.opc.ca.gov/webmaster/ftp/pdf/agenda\\_items/20140827/Item5 OPC Aug2014 Exhibit 1 Safeguarding Resolution ADOPTED.pdf](http://www.opc.ca.gov/webmaster/ftp/pdf/agenda_items/20140827/Item5 OPC Aug2014 Exhibit 1 Safeguarding Resolution ADOPTED.pdf). Accessed 19 September 2014.

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- Develops metrics and indicators to track progress on efforts to reduce climate risk.
- Adhere to the *Safeguarding Plan* principles:
  - Use the best available science to identify risks and adaptation strategies;
  - Understand that an effective strategy for preparing for climate risks should evolve as new information is available;
  - Involve all relevant stakeholders;
  - Establish and maintain strong partnerships across all levels of government, tribes, businesses, landowners, and non-governmental organizations;
  - Give priority to strategies that also achieve benefits other than climate risk reduction benefits, including additional benefits to public health, the economy, environmental justice, and conservation of natural resources; and
  - Ensure that strategies to reduce climate risk are coordinated, to the extent possible, with the state's efforts to reduce GHG emissions and other local, national and international efforts.

### 17. AUDIT REQUIREMENTS AND FINANCIAL RECORDKEEPING

Commission projects are subject to audit by the State annually and for three (3) years following the payment of Grant Funds. Accordingly, Grantee shall maintain orderly, accurate and complete documents and records of all financial accounts, costs, disbursements, receipts and other matters relating to this Agreement consistent with the policies outlined in Exhibit C, hereto, for the Project and shall make them available to the State or the Commission for auditing, inspecting and copying at reasonable times. Grantee agrees to allow the auditor(s) to interview any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896). Grantee shall also retain such documents and records for three (3) years after final payment and one (1) year following an audit unless a longer period of records retention is stipulated. The documents for audit should be retained onsite.

Grantee shall use applicable Generally Accepted Accounting Principles published by the American Institute of Certified Public Accountants.

If Grantee stated in the Work Plan that other sources of funding will be used to complete the Project, the Grantee shall establish internal systems to track expenditures of matching or in-kind funds on a regular basis and will make the documentation available to the Commission upon request.

### 18. WORK PRODUCT

It shall be the Commission's Grant Manager's sole determination as to whether grant materials (i.e. project deliverables in Scope of Work) have been successfully completed and are acceptable to the Commission. The Commission reserves the right to withhold reimbursement under the REIMBURSEMENT clause for materials deemed incomplete or substandard. For materials that constitute LCPs, including Land Use Plans and Implementation Plans, the standard of review in determining whether a LCP is

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successfully completed and acceptable as a work product under the Scope of Work of this Grant Agreement, is the Coastal Act.

The Grantee agrees that all material data, information, and written, graphic, or other work produced, developed or acquired under this agreement, including plans, drawings, specifications, surveys, studies, reports, and other written or graphic work produced in the performance of this Agreement, herein referred to as “materials”, are subject to the unqualified and unconditional rights of the Commission and the Conservancy as set forth in this section. The Commission and Conservancy shall have the right to reproduce, publish, display and make derivative use all such work, or any part thereof, free of charge in any manner and for any purposes whatsoever and to authorize others to do so. If any of the work material is subject to copyright, trademark, service mark, or patent, the Commission and the Conservancy is granted and shall have a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of derivative works, and display and perform the work, or any part of it, and to grant to any third party a comparable and coextensive sublicense.

Grantee agrees that it shall use the materials developed with Grant Funds only for the purpose for which the Grant Funds were requested and no other use of the materials shall be permitted (including use of the work produced under this Agreement for any profit-making venture, or the sale or grant of rights thereto for that purpose) except as otherwise agreed to in an Amendment.

Grantee must certify the materials developed with Grant Funds under this Agreement shall remain available for public review. This Agreement shall not prevent the transfer of the materials from the Grantee to a Public Agency if the successor Public Agency assumes the obligations imposed by this Agreement.

If the use of the materials is changed to a use that is not permitted by the Agreement, or if the materials are sold or otherwise disposed of, at the Commission’s sole discretion, an amount equal to (1) the total amount of the Grant Funds, or (2) the proceeds from the sale or other disposition, whichever is greater, shall be promptly reimbursed to the Commission by Grantee.

The Grantee agrees to include in any agreement with any consultant and/or subconsultant under the LCP Grant Project terms that preserve the rights, interests, and obligations created by this section, and that identify the Commission and the Conservancy as third-party beneficiaries of those provisions.

### 19. SURVIVAL

The obligations in the “INDEMNIFICATION” clause of the General Terms and Conditions (Exhibit D), and in the “ACKNOWLEDGMENT,” “AUDIT REQUIREMENTS AND FINANCIAL RECORDKEEPING” and “WORK PRODUCT” clauses in the Special Terms and Conditions (Exhibit E), as well as any other provisions in this Agreement that by their nature are intended to survive termination or expiration, shall survive the termination of this Agreement.

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### **20. WAIVERS GENERALLY**

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of or excuse of any other, different or subsequent breach by either party.

### **21. EXECUTIVE DIRECTOR'S DESIGNEE**

The Executive Director shall designate a Commission staff Grant Manager who shall have authority to act on behalf of the Executive Director with respect to this Agreement. Grantee shall be notified of such designation in writing.

### **22. INSURANCE**

Throughout the term of this Agreement, for the life of any asset funded by the grant monies awarded pursuant to this Agreement, or for any period of project implementation after the termination date of this Agreement, the Grantee shall maintain insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the Grantee or its agents, representatives, employees, volunteers, or consultants associated with the Project undertaken pursuant to this Agreement.

If the Grantee provides funds to any consultants to accomplish any of the work of this Agreement or provides grant funds to any contractor to carry out a project under this Agreement, the Grantee shall first enter into an agreement with each consultant requiring it to obtain and maintain liability and property-damage insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the consultant, or its agents, representatives, employees, or volunteers, associated with the project undertaken pursuant to this Agreement. As an alternative, with the written approval of the Executive Director, the consultant may satisfy the coverage required by this section in whole or in part through its 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. Required insurance shall be maintained from the commencement date through the Termination Date of any work undertaken by the consultant under the approved Scope of Work.

#### **A. Minimum Scope of Insurance.** Coverage shall be at least as broad as:

1. Insurance Services Office ("ISO") Commercial General Liability coverage (occurrence Form CG 0001) or ISO Comprehensive General Liability form (1973) or comparable with Broad Form Comprehensive General Liability endorsement.
2. Automobile Liability coverage - ISO Form Number CA 0001, Code 1 (any auto).
3. Workers' Compensation insurance as required by the Labor Code of the State of California.

#### **B. Minimum Limits of Insurance.** Grantee shall maintain coverage limits no less than:

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|---|--|
| 1. General Liability:<br>(Including<br>operations, products<br>and completed<br>operations, as<br>applicable) | \$1,000,000 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. |
| 2. Automobile<br>Liability:   | \$1,000,000 per accident for bodily injury and property damage.  |

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

D. Required Provisions. 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 certified mail, return receipt requested, has been given to the Executive Director. The general liability and automobile liability policies are to contain, or to be endorsed to contain, the following provisions:

1. The State of California, its officers, agents and employees are to be covered as insured 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 performed by or on behalf of the Grantee including materials, parts or equipment furnished in connection with such work or operations.
2. For any claims related to this Agreement, the Grantee's insurance coverage shall be primary insurance with respect to the State of California, its officers, agents and employees.
3. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

E. 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 Commission and approved in writing by the Executive Director.

F. Verification of Coverage. The Grantee shall furnish the Grant Manager with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Grant Manager within 30 working days from the start date of the Grant Project. The Commission reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage, at any time.

G. Premiums and Assessments. The Commission is not responsible for premiums and assessments on any insurance policy.